



## Planning Committee

Anderson Room, City Hall  
6911 No. 3 Road

Tuesday, October 16, 2018  
4:00 p.m.

Pg. #      ITEM

### MINUTES

**PLN-4**      *Motion to adopt the **minutes** of the meeting of the Planning Committee held on October 2, 2018.*



### NEXT COMMITTEE MEETING DATE

November 7, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

### COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9927 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 3551, 3571, 3591, 3611 AND 3631 SEXSMITH ROAD (POLYGON DEVELOPMENT 218 LTD.)**  
(File Ref. No. 12-8060-20-009927; 08-4057-05) (REDMS No. 5950585 v. 5)

**PLN-9**

**See Page PLN-9 for full report**

*Designated Speaker: Monica Bennington*

STAFF RECOMMENDATION

*That Housing Agreement (3551, 3571, 3591, 3611 and 3631 Sexsmith Road) Bylaw No. 9927 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Polygon Development 218 Ltd. substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 17-778835.*



2. **HOUSING AGREEMENT BYLAW NO. 9934 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8071 AND 8091 PARK ROAD (PARK VILLAGE INVESTMENTS LTD. AND GRAND LONG HOLDINGS CANADA LTD.)**

(File Ref. No. 12-8060-20-009934; 08-4057-05) (REDMS No. 5971366 v. 3)

PLN-35

See Page PLN-35 for full report

*Designated Speaker: Monica Bennington*

STAFF RECOMMENDATION

*That Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 17-779229.*



PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY JAGSON INVESTMENTS LTD. FOR REZONING AT 11951 WOODHEAD ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009857; RZ 17-775098) (REDMS No. 5859422)

PLN-61

See Page PLN-61 for full report

*Designated Speakers: Wayne Craig and Jordan Rockerbie*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, for the rezoning of 11951 Woodhead Road from "Single Detached (RS 1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.*



4. **REVISED REZONING CONSIDERATIONS FOR THE APPLICATION BY 1004732 B.C. LTD. FOR REZONING AT 6840 & 6860 NO. 3 ROAD AND 8051 ANDERSON ROAD FROM “DOWNTOWN COMMERCIAL (CDT1)” TO “CITY CENTRE HIGH DENSITY MIXED USE WITH OFFICE (ZMU31) - BRIGHOUSE VILLAGE**

(File Ref. No. 12-8060-20-009510; RZ 14-678448) (REDMS No. 5977623 v. 1D)

PLN-80

See Page PLN-80 for full report

*Designated Speakers: Wayne Craig and Janet Digby*

STAFF RECOMMENDATION

*That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from “Downtown Commercial (CDT1)” to “City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village”, be revised to remove the rezoning considerations requiring off-site statutory rights of way and modify additional considerations consequential to this change.*



5. **MANAGER’S REPORT**

ADJOURNMENT





## Planning Committee

Date: Tuesday, October 2, 2018

Place: Anderson Room  
Richmond City Hall

Present: Councillor Linda McPhail, Chair  
Councillor Bill McNulty  
Councillor Alexa Loo  
Councillor Harold Steves

Absent: Councillor Chak Au

Call to Order: The Chair called the meeting to order at 4:00 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on September 18, 2018, be adopted as circulated.*

**CARRIED**

### AGENDA ADDITION

It was moved and seconded

*That General Compliance of the EcoWaste Site on 45111 Williams Road be added to the agenda as Item No. 4A.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

October 16, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

**COMMUNITY SERVICES DIVISION**

1. **HOUSING AGREEMENT BYLAW NO. 9910 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 8091 CAPSTAN WAY (0892691 B.C. LTD. – MINGLIAN)**  
(File Ref. No. 12-8060-20-009910; 08-4057-05) (REDMS No. 5928720 v. 5)

In reply to queries from Committee, Monica Bennington, Planner 1, advised that the agreement notes the use of the units for families or low-income individuals.

It was moved and seconded

*That Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-699647.*

**CARRIED**

2. **HOUSING AGREEMENT BYLAW NO. 9933 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 7960 ALDERBRIDGE WAY AND 5333 AND 5411 NO. 3 ROAD (0989705 B.C. LTD.)**  
(File Ref. No. 12-8060-20-00933; RZ 15-692485) (REDMS No. 5973683 v. 4)

It was moved and seconded

*That Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road) Bylaw No. 9933 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with 0989705 B.C. Ltd. substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units and Market Rental Units required by the Rezoning Application RZ 15-692485.*

**CARRIED**

**PLANNING AND DEVELOPMENT DIVISION**

3. **APPLICATION BY MELISSA BALBACK FOR REZONING AT 3440/3460 BLUNDELL ROAD FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/B)**  
(File Ref. No. 12-8060-20-009930; RZ 18-821823) (REDMS No. 5967838)

Wayne Craig, Director, Development, introduced Natalie Cho as the new Planning Technician – Design.

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Ms. Cho reviewed the application, highlighting that the proposed development will include a secondary suite in each new home.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9930, for the rezoning of 3440/3460 Blundell Road from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B)”, be introduced and given first reading.*

**CARRIED**

4. **PROPOSED OFFICIAL COMMUNITY PLAN/CITY CENTRE AREA PLAN AMENDMENT, LANSDOWNE SHOPPING CENTRE MASTER LAND USE PLAN – PUBLIC CONSULTATION SUMMARY AND REQUEST TO ENDORSE THE CONCEPT MASTER LAND USE PLAN**

(File Ref. No. CP 15-717017) (REDMS No. 5909756 v. 11)

With the aid of a PowerPoint presentation (copy on-file, City Clerk’s Office), Diana Nikolic, Senior Planner/Urban Design, reviewed the proposed development and consultation process, noting the following:

- proposed density is consistent with the existing City Centre Area Plan (CCAP);
- it is proposed that the highest densities and approximately 74% of the total density on the property will be within 500 metres from the Canada Line station;
- it is proposed that the maximum building height on-site be reduced to comply with potential future flight path restrictions as part of the proposed third parallel runway in Vancouver International Airport (YVR);
- community consultation included public information meetings, meetings with key stakeholders, an information centre in Lansdowne Centre Shopping Centre, Let’s Talk Richmond, direct mail notification, social media engagement, newspaper advertisements and signage;
- public feedback has been generally supportive of the proposed project;
- proposed community amenities include a community amenity building and park space;
- community amenities and affordable housing will be secured through future rezoning;
- Lulu Island Energy Company (LIEC) is working with the applicant to secure a district energy plant on-site to serve the proposed development; and

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- the applicant intends to provide replacement of commercial space for affected businesses prior to the decommissioning of the shopping centre.

Discussion ensued with regard to (i) expansion of rapid transit in the region, (ii) development of a school in the city centre area, (iii) development of additional park and ride lots in the city, (iv) the potential for accelerated increases in population within the city centre area, (v) the potential displacement of small businesses in the city centre area, and (vi) development of alternative energy sources such as solar energy on-site.

In reply to queries from Committee, Transportation staff noted that (i) TransLink is adding additional SkyTrain cars on the Canada Line, (ii) Council will have opportunities to provide feedback on proposed TransLink updates to the rapid transit network, (iii) the proposed development will include road network, pedestrian and cycling infrastructure improvements, and (iv) the CCAP encourages use of alternative forms of transportation in the city centre area.

In reply to queries related to community benefits, staff noted that information on anticipated amenities such as park land, civic space and affordable housing can be provided to Council at the following Regular Council meeting.

It was moved and seconded

*That the Concept Master Land Use Plan be endorsed to proceed toward finalizing the Master Land Use Plan and Official Community Plan (OCP)/City Centre Area Plan (CCAP) amendments, and developing an Implementation Strategy.*

**CARRIED**

**4A. GENERAL COMPLIANCE OF THE ECOWASTE SITE ON 15111 WILLIAMS ROAD (DP 11-566011)**  
(File Ref. No.)

In reply to queries from Committee, Mr. Craig noted that access to Savage Road through to Williams Road will be limited to emergency vehicles until issues related to the Steveston Highway interchange are resolved.

It was moved and seconded

*That the update on the General Compliance of the EcoWaste Site on 15111 Williams Road (DP 11-566011) be received for information.*

**CARRIED**

**Planning Committee**  
**Tuesday, October 2, 2018**

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5. **MANAGER'S REPORT**

*(i) Tour of Ampri Solar Subdivision*

Mr. Craig noted that the tour of the Ampri Solar Subdivision development has been scheduled for October 17, 2018.

*(ii) New Staff*

Kim Somerville, Manager, Community Social Development, introduced Cody Spencer as the new Program Manager for Affordable Housing.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:54 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, October 2, 2018.

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Councillor Linda McPhail  
Chair

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Evangel Biason  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** September 27, 2018  
**From:** Kim Somerville **File:** 08-4057-05/2018-Vol  
Manager, Community Social Development 01  
**Re:** **Housing Agreement Bylaw No. 9927 to Permit the City of Richmond to Secure Affordable Housing Units located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road (Polygon Development 218 Ltd.)**

### Staff Recommendation

That Housing Agreement (3551, 3571, 3591, 3611 and 3631 Sexsmith Road) Bylaw No. 9927 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Polygon Development 218 Ltd. substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 17-778835.

Kim Somerville  
Manager, Community Social Development  
(604-247-4671)

Att. 2

| REPORT CONCURRENCE                                               |                                     |                                       |
|------------------------------------------------------------------|-------------------------------------|---------------------------------------|
| <b>ROUTED TO:</b>                                                | <b>CONCURRENCE</b>                  | <b>CONCURRENCE OF GENERAL MANAGER</b> |
| Law                                                              | <input checked="" type="checkbox"/> |                                       |
| Development Applications                                         | <input checked="" type="checkbox"/> |                                       |
| <b>REVIEWED BY STAFF REPORT /<br/>AGENDA REVIEW SUBCOMMITTEE</b> | <b>INITIALS:</b><br>                | <b>APPROVED BY CAO</b><br>            |

## Staff Report

### Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9927 (Attachment 1) to secure 816 m<sup>2</sup> (8,788 ft<sup>2</sup>) or 11 affordable rental housing units in the proposed development located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road (Attachment 2).

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

This report and bylaw also supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

*Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.*

This report also supports the Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

*Strategic Direction #1: Expand Housing Choices*

As well, this report and bylaw are consistent with the City's Affordable Housing Strategy 2017–2027, adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City. As the rezoning application was received prior to July 24, 2017, and was presented for consideration by Council prior to July 24, 2018, it is subject to grandfathering of the five per cent affordable housing contribution rate.

Polygon Development 218 Ltd. has applied to the City of Richmond for permission to rezone lands in the City Centre's Capstan Village area at 3551, 3571, 3591, 3611, and 3631 Sexsmith Road, from "Single Detached (RS1/F)" to "Residential/Limited Commercial (RCL4)." This rezoning introduces the development of approximately 157 residential units and 11 affordable rental units secured in perpetuity with a Housing Agreement and Housing Covenant registered on title.

On May 22, 2018, Council gave second and third readings to the Rezoning Application RZ 17-778835 for the redevelopment of 3551, 3571, 3591, 3611 and 3631 Sexsmith Road. The registration of a Housing Agreement secures 11 affordable rental housing units with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy, and is a condition of final reading of the Rezoning Application.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9927) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The proposed 11 affordable rental housing units are anticipated to be delivered as follows. The proposed unit mix exceeds the Affordable Housing Strategy 2017–2027 requirement of a minimum of 15 per cent two-bedroom units and five (5) per cent three-bedroom units for affordable housing rental contributions less than 30 units.

| Unit Type    | Affordable Housing Strategy Requirements            |                         |                              | Unit T Mix  |            |
|--------------|-----------------------------------------------------|-------------------------|------------------------------|-------------|------------|
|              | Min. Unit Area Target                               | Max. Monthly Unit Rent* | Total Max. Household Income* | % of Units  | # of Units |
| Bachelor     | 37 m <sup>2</sup> (400 ft <sup>2</sup> )            | \$811                   | \$34,650 or less             | 18.2%       | 2          |
| 1-BR         | 50 m <sup>2</sup> (535 ft <sup>2</sup> )            | \$975                   | \$38,250 or less             | 36.4%       | 4          |
| 2-BR         | 69 m <sup>2</sup> (741 ft <sup>2</sup> )            | \$1,218                 | \$46,800 or less             | 27.2%       | 3          |
| 3-BR         | 91 m <sup>2</sup> (980 ft <sup>2</sup> )            | \$1,480                 | \$58,050 or less             | 18.2%       | 2          |
| <b>TOTAL</b> | <b>816.4 m<sup>2</sup> (8,787.9 ft<sup>2</sup>)</b> | <b>Varies</b>           | <b>Varies</b>                | <b>100%</b> | <b>11</b>  |

\*Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.

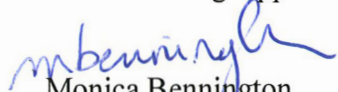
The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable rental housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces, required parking and related features at no additional charge over and above the Council-approved unit rents (e.g. no move in/move out fees). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 11 affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9927 is required to permit the City to enter into a Housing Agreement, which together with the Housing Covenant will act to secure the 11 affordable rental housing units that are proposed in association with Rezoning Application RZ 17-778835.

  
 Monica Bennington  
 Affordable Housing Planner  
 (604-247-4946)

Att. 1: Bylaw No. 9927, Schedule A

**PLN - 11**

Att. 2: Map of Subject Property



**Housing Agreement (3551/3571/3591/3611/3631 Sexsmith Road) Bylaw  
No. 9927**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands located at 3551/3571/3591/3611/3631 Sexsmith Road and legally described as:

|                  |                                                                                                                      |
|------------------|----------------------------------------------------------------------------------------------------------------------|
| PID: 003-898-300 | East 270 Feet the North Half Lot 1 Section 28 Block 5<br>North Range 6 West New Westminster District Plan 7259       |
| PID: 003-460-754 | East 270 Feet of the South Half of Lot 1 Section 28 Block 5<br>North Range 6 West New Westminster District Plan 7259 |
| PID: 011-106-727 | East 270 Feet Lot 2 Section 28 Block 5 North Range 6<br>West New Westminster District Plan 7259                      |
| PID: 011-106-743 | East 270 Feet Lot 3 Section 28 Block 5 North Range 6<br>West New Westminster District Plan 7259                      |
| PID: 011-106-751 | East 270 Feet Lot 4 Section 28 Block 5 North Range 6<br>West New Westminster District Plan 7259                      |

2. This Bylaw is cited as "**Housing Agreement (3551/3571/3591/3611/3631 Sexsmith Road)  
Bylaw No. 9927**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |

|                                                              |
|--------------------------------------------------------------|
| CITY OF<br>RICHMOND                                          |
| APPROVED<br>for content by<br>originating dept.<br><i>mb</i> |
| APPROVED<br>for legality<br>by Solicitor<br><i>LB</i>        |

\_\_\_\_\_  
MAYOR

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

Schedule A

To Housing Agreement (3551/3571/3591/3611/3631 Sexsmith Road) Bylaw No. 9927

HOUSING AGREEMENT BETWEEN POLYGON FIORELLA AND THE CITY OF  
RICHMOND

**HOUSING AGREEMENT**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference the 28<sup>th</sup> day of September, 2018,

**BETWEEN:**

**GRAND LONG HOLDINGS CANADA LIMITED (BC1168849)**,  
a company duly incorporated under the laws of the Province of British  
Columbia and having its registered office at 100 – 1525 West 8<sup>th</sup>  
Avenue, Vancouver, BC V6J 1T5

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

**AND:**

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

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

**WHEREAS:**

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **"City"** means the City of Richmond;
- (g) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (i) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

- (j) **“Development”** means the mixed-use residential, office and commercial development to be constructed on the Lands;
- (k) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (l) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (m) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (n) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
  - (i) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (ii) in respect to a two-bedroom unit, \$46,800.00 or less; or
  - (iii) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;
- (o) **“Family”** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (p) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

- (q) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (r) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) **"Lands"** means certain lands and premises legally described as:
  - (i) PID 004-899-075, Lot 125 Except: Part On Plan With Bylaw Filed A38889, Section 9 Block 4 North Range 6 West New Westminster District Plan 25523;
  - (ii) PID 003-680-389, Lot 189 Section 9 Block 4 North Range 6 West New Westminster, District Plan 55701,

as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (u) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) **"LTO"** means the New Westminster Land Title Office or its successor;
- (w) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (x) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (y) **"Permitted Rent"** means no greater than:
  - (i) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (ii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (iii) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the

period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (z) ***“Real Estate Development Marketing Act”*** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (aa) ***“Residential Tenancy Act”*** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (bb) ***“Strata Property Act”*** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (cc) ***“Subdivide”*** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (dd) ***“Tenancy Agreement”*** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ee) ***“Tenant”*** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
  - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any Building, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or Building constructed on the Lands until all of the following conditions are satisfied:
    - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
    - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
    - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all Affordable Housing Units located in a Building in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all the Affordable Housing Units located in a Building. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City;
- 3.3 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. Provided that all Affordable Housing Units are managed and operated by a non-profit organization, if the Owner engages more than one non-profit

{00486276; 6 }

*Housing Agreement (Section 483 Local Government Act)  
Address: 8071 and 8091 Park Road  
Application No. RZ 17-779229  
Rezoning Consideration No. 15*

organization, each organization must manage not less than all Affordable Housing Units located in a Building.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.3 must have as one of its prime objective the operation of affordable housing within the City of Richmond. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this Section 3.3.

3.4 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.

3.5 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees,
  - (ii) strata fees,
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (v) extra charges or fees for the use of sanitary sewer, storm sewer, water; or
  - (vi) property or similar tax;

provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, the Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Building), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(n) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(n) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will

be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and

- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

- 3.6 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

#### **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.

- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.5(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.5(d). Notwithstanding the foregoing, the strata corporation may levy parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units;
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan.

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
  - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
  - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.3); or
  - (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise un-amended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

### **7.2 No Compensation**

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

### 7.3 Modification

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

### 7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with Section 3.3 and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, and without limiting Section 3.3, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

### 7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

### 7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands,

damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

#### **7.7 Survival**

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

#### **7.8 Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

#### **7.9 City's Powers Unaffected**

This Agreement does not:

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

#### **7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;

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

**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

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

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

#### **7.15 Waiver**

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

#### **7.16 Sole Agreement**

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

#### **7.17 Further Assurance**

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

#### **7.18 Covenant Runs with the Lands**

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

#### **7.19 Equitable Remedies**

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

#### **7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

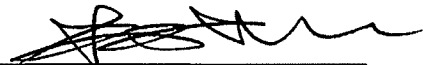
**7.23 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

[Execution blocks follow]

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

**GRAND LONG HOLDINGS CANADA LIMITED**  
by its authorized signatory(ies):

Per:   
Name: Emily Yang

Per: \_\_\_\_\_  
Name:

**CITY OF RICHMOND**  
by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
David Weber, Corporate Officer

|                                                    |
|----------------------------------------------------|
| <b>CITY OF RICHMOND</b>                            |
| APPROVED<br>for content by<br>originating<br>dept. |
| APPROVED<br>for legality<br>by Solicitor           |
| DATE OF COUNCIL<br>APPROVAL                        |

**Appendix A to Housing Agreement**

**STATUTORY DECLARATION**

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

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

*[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]*

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

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*Housing Agreement (Section 483 Local Government Act)  
Address: 8071 and 8091 Park Road  
Application No. RZ 17-779229  
Rezoning Consideration No. 15*

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

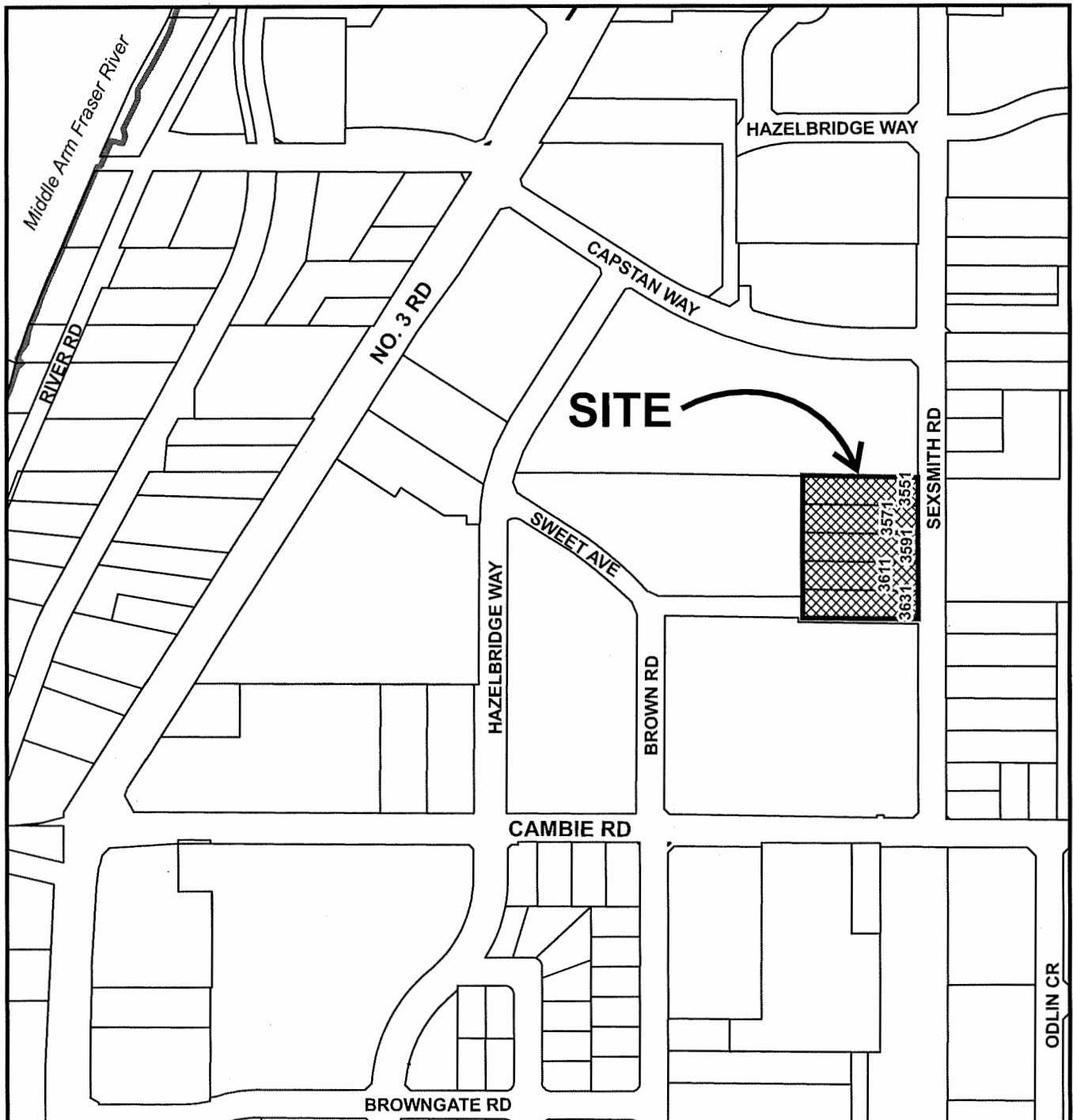
DECLARED BEFORE ME at the City of )  
\_\_\_\_\_, in the Province of British )  
Columbia, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_\_. )

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

\_\_\_\_\_  
DECLARANT



City of  
Richmond



3551, 3571, 3591, 3611  
and 3631 Sexsmith Rd

Original Date: 08/15/18

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** September 27, 2018  
**From:** Kim Somerville **File:** 08-4057-05/2018-Vol  
Manager, Community Social Development 01  
**Re:** **Housing Agreement Bylaw No. 9934 to Permit the City of Richmond to Secure Affordable Housing Units located at 8071 and 8091 Park Road (Park Village Investments Ltd. and Grand Long Holdings Canada Ltd.)**

### Staff Recommendation

That Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 17-779229.

Kim Somerville  
Manager, Community Social Development  
(604-247-4671)

Att. 2

| REPORT CONCURRENCE                                               |                                     |                                       |
|------------------------------------------------------------------|-------------------------------------|---------------------------------------|
| <b>ROUTED TO:</b>                                                | <b>CONCURRENCE</b>                  | <b>CONCURRENCE OF GENERAL MANAGER</b> |
| Law                                                              | <input checked="" type="checkbox"/> |                                       |
| Development Applications                                         | <input checked="" type="checkbox"/> |                                       |
| <b>REVIEWED BY STAFF REPORT /<br/>AGENDA REVIEW SUBCOMMITTEE</b> | <b>INITIALS:</b><br>                | <b>APPROVED BY CAO</b><br>            |

## Staff Report

### Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9934 (Attachment 1) to secure 1,536 m<sup>2</sup> (16,534 ft<sup>2</sup>) or 21 affordable rental housing units in the proposed development located at 8071 and 8091 Park Road (Attachment 2).

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

This report and bylaw also supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

*Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.*

This report also supports the Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

*Strategic Direction #1: Expand Housing Choices*

As well, this report and bylaw are consistent with the City's Affordable Housing Strategy 2017–2027, adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City. As the rezoning application was received prior to July 24, 2017, and was presented for consideration by Council prior to July 24, 2018, it is subject to grandfathering of the five per cent affordable housing contribution rate.

Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. have applied to the City of Richmond to create the "High Density Mixed Use (ZMU39) – Brighthouse Village (City Centre)" zone and to rezone 8071 and 8091 Park Road from "Downtown Commercial (CDT1)" to "High Density Mixed Use (ZMU39) – Brighthouse Village (City Centre)". This rezoning introduces the development of approximately 339 residential units and 21 affordable rental units secured in perpetuity with a Housing Agreement and Housing Covenant registered on title.

On July 16, 2018, Council gave second and third readings to the Rezoning Application RZ 17-779229 for the redevelopment of 8071 and 8091 Park Road. The registration of a Housing Agreement secures 21 affordable rental housing units with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy, and is a condition of final reading of the Rezoning Application.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9934) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The proposed 21 affordable rental housing units are anticipated to be delivered as follows. The proposed unit mix exceeds the Affordable Housing Strategy 2017–2027 requirement of a minimum of 15 per cent two-bedroom units and five (5) per cent three-bedroom units for affordable housing rental contributions less than 30 units.

| Unit Type    | Affordable Housing Strategy Requirements           |                         |                              | Unit T Mix  |            |
|--------------|----------------------------------------------------|-------------------------|------------------------------|-------------|------------|
|              | Min. Unit Area Target                              | Max. Monthly Unit Rent* | Total Max. Household Income* | % of Units  | # of Units |
| 1-BR         | 50 m <sup>2</sup> (535 ft <sup>2</sup> )           | \$975                   | \$38,250 or less             | 43%         | 9          |
| 2-BR         | 69 m <sup>2</sup> (741 ft <sup>2</sup> )           | \$1,218                 | \$46,800 or less             | 33%         | 7          |
| 3-BR         | 91 m <sup>2</sup> (980 ft <sup>2</sup> )           | \$1,480                 | \$58,050 or less             | 24%         | 5          |
| <b>TOTAL</b> | <b>1,536 m<sup>2</sup> (16,534 ft<sup>2</sup>)</b> | <b>Varies</b>           | <b>Varies</b>                | <b>100%</b> | <b>21</b>  |

\*Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.


The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable rental housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces, required parking and related features at no additional charge over and above the Council-approved unit rents (e.g. no move in/move out fees). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 21 affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9934 is required to permit the City to enter into a Housing Agreement, which together with the Housing Covenant will act to secure the 21 affordable rental housing units that are proposed in association with Rezoning Application RZ 17-779229.

  
 Monica Bennington  
 Affordable Housing Planner  
 (604-247-4946)

Att. 1: Bylaw No. 9934, Schedule A  
 Att. 2: Map of Subject Property

**PLN - 37**



**Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934**

The Council of the City of Richmond enacts as follows:

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

PID:004-899-075      Lot 125 Except: Part on Plan with Bylaw Filed A3889, Section 9  
Block 4 North Range 5 West New Westminster District Plan 25523

PID:003-680-398      Lot 189 Section 9 Block 4 North Range 6 West New Westminster  
District Plan 55701

2. This Bylaw is cited as **"Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934"**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
MAYOR

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

Schedule A

To Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934

HOUSING AGREEMENT BETWEEN PARK VILLAGE INVESTMENTS LTD./GRAND  
LONG HOLDINGS CANADA LTD. AND THE CITY OF RICHMOND

**HOUSING AGREEMENT**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference \_\_\_\_\_, 2018,

**BETWEEN:**

**GRAND LONG HOLDINGS CANADA LIMITED (BC1168849)**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 100 – 1525 West 8<sup>th</sup> Avenue, Vancouver, BC V6J 1T5

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

**AND:**

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

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

**WHEREAS:**

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

{00486276; 56 }

*Housing Agreement (Section 483 Local Government Act)*

*Address: 8071 and 8091 Park Road  
Application No. RZ 17-779229  
Rezoning Consideration No. 15*

5510843

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, and for including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel ~~Subdivided on the Lands and the remainder will be a separate Building for the purpose of this Agreement;~~
- (e) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **"City"** means the City of Richmond;
- (g) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (i) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

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*Housing Agreement (Section 483 Local Government Act)*

*Address: 8071 and 8091 Park Road  
Application No. RZ 17-779229  
Rezoning Consideration No. 15*

- (j) **“Development”** means the mixed-use residential, office and commercial development to be constructed on the Lands;
  - (k) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
  - (l) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
  - (m) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
  - (n) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
    - (i) in respect to a one-bedroom unit, \$38,250.00 or less;
    - (ii) in respect to a two-bedroom unit, \$46,800.00 or less; or
    - (iii) in respect to a three or more bedroom unit, \$58,050.00 or less
- provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;
- (o) **“Family”** means:
    - (i) a person;
    - (ii) two or more persons related by blood, marriage or adoption; or
    - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
  - (p) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

- (q) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (r) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) **"Lands"** means certain lands and premises legally described as:
  - (i) PID 004-899-075, Lot 125 Except: Part On Plan With Bylaw Filed A38889, Section 9 Block 4 North Range 6 West New Westminster District Plan 25523;
  - (ii) PID 003-680-389, Lot 189 Section 9 Block 4 North Range 6 West New Westminster, District Plan 55701,

as may be subdivided or consolidated Subdivided from time to time, and including a Building or a portion of a Building;
- (u) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) **"LTO"** means the New Westminster Land Title Office or its successor;
- (w) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (x) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (y) **"Permitted Rent"** means no greater than:
  - (i) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (ii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (iii) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a

percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (z) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (aa) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (bb) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (cc) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (dd) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ee) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by

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*Housing Agreement (Section 483 Local Government Act)*

*Address: 8071 and 8091 Park Road  
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Rezoning Consideration No. 15*

the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
  - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any Building, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or Building constructed on the Lands until all of the following conditions are satisfied:
    - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
    - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
    - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all Affordable Housing Units located in a Building in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all the Affordable Housing Units located in a Building. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City;

- 3.3 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. Provided that all ~~affordable~~Affordable Housing Units are managed and operated by a non-profit organization, if the Owner engages more than one non-profit organization, each organization must manage not less than all Affordable Housing Units located in a Building.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.3 must have as one of its prime objective the operation of affordable housing within the City of Richmond. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this Section 3.3.

- 3.4 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.5 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
    - (i) move-in/move-out fees,
    - (ii) strata fees,
    - (iii) strata property contingency reserve fees;
    - (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
    - (v) extra charges or fees for the use of sanitary sewer, storm sewer, water; or

(vi) property or similar tax;

provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, the Owner may charge the Tenant the Owner's cost, if any, of:

(vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and

(viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Building), by or on behalf of the Tenant;

(e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

(f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;

(g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:

(i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;

(ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(m) of this Agreement;

(iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;

(iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or

(v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.4(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(m) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section

- 3.4(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;
- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
  - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.6 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

#### **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

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*Housing Agreement (Section 483 Local Government Act)*

*Address: 8071 and 8091 Park Road  
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- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.5(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.5(d). Notwithstanding the foregoing, the strata corporation may levy parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units;
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan.

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
  - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
  - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.3); or
  - (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise un-amended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

### 7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its

{00486276; 56 }

*Housing Agreement (Section 483 Local Government Act)*

*Address: 8071 and 8091 Park Road  
Application No. RZ 17-779229  
Rezoning Consideration No. 15*

successors in title which at any time may result directly or indirectly from the operation of this Agreement.

### 7.3 **Modification**

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

### 7.4 **Management**

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with Section 3.3 and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, and without limiting Section 3.3, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

### 7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

## 7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

## 7.7 Survival

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

## 7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

## 7.9 City's Powers Unaffected

This Agreement does not:

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

**7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

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

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

*[Execution blocks follow]*

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

**GRAND LONG HOLDINGS CANADA LIMITED**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name:

Per: \_\_\_\_\_  
Name:

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
David Weber, Corporate Officer

CITY OF RICHMOND

|                                                    |
|----------------------------------------------------|
| APPROVED<br>for content by<br>originating<br>dept. |
| APPROVED<br>for legality<br>by Solicitor           |
| DATE OF COUNCIL<br>APPROVAL                        |

## Appendix A to Housing Agreement

### STATUTORY DECLARATION

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

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

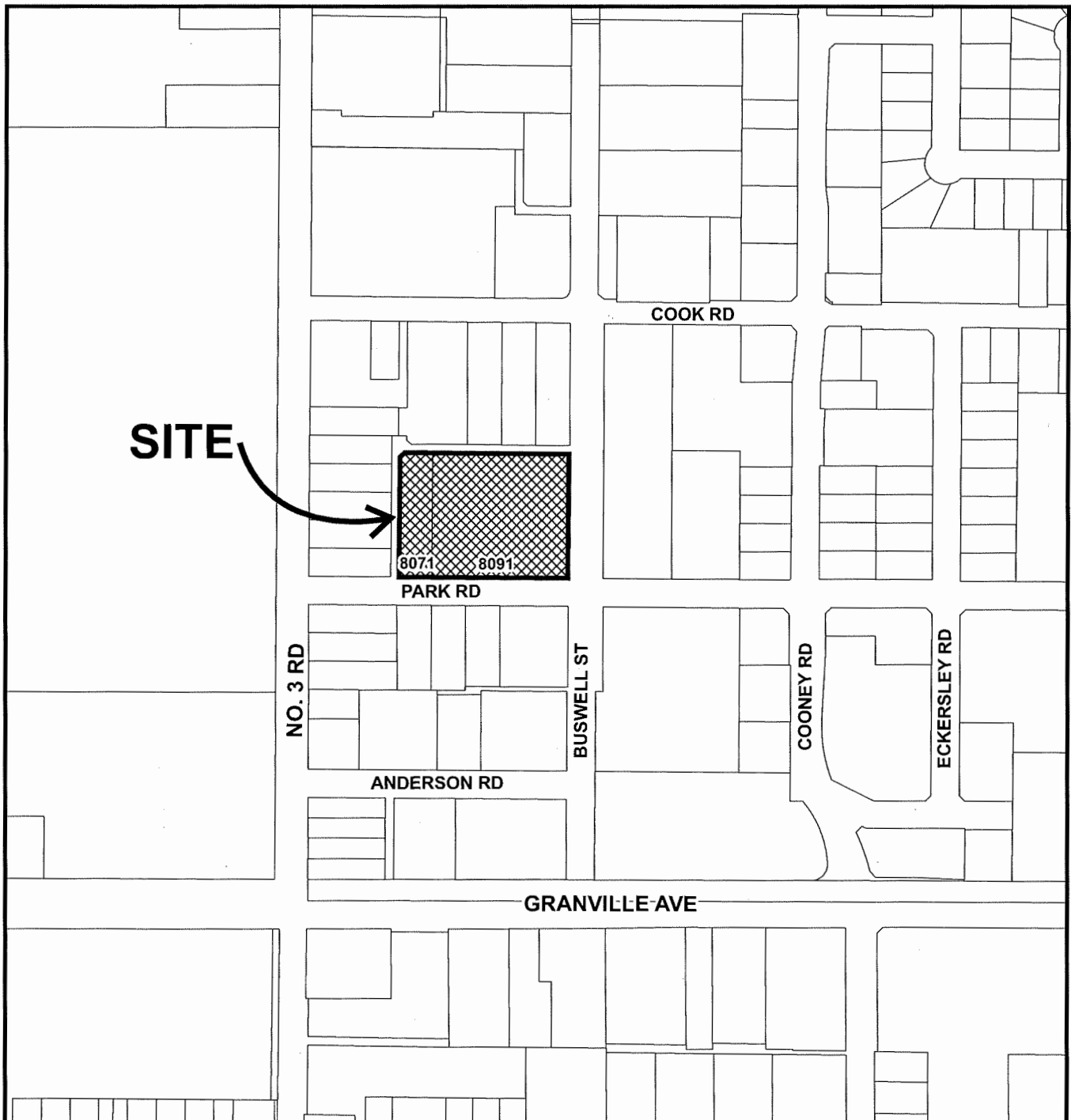
*[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]*

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





City of  
Richmond



8071 and 8091 Park Road

Original Date: 09/27/18

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee

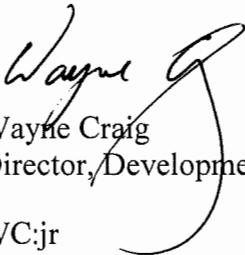
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

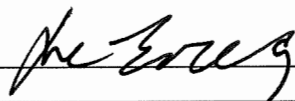
**Date:** October 2, 2018  
**File:** RZ 17-775098

**Re:** Application by Jagson Investments Ltd. for Rezoning at 11951 Woodhead Road  
from Single Detached (RS1/E) to Compact Single Detached (RC2)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, for the rezoning of 11951 Woodhead Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
WC:jr  
Att. 6

| REPORT CONCURRENCE |                                     |                                                                                       |
|--------------------|-------------------------------------|---------------------------------------------------------------------------------------|
| <b>ROUTED TO:</b>  | <b>CONCURRENCE</b>                  | <b>CONCURRENCE OF GENERAL MANAGER</b>                                                 |
| Affordable Housing | <input checked="" type="checkbox"/> |  |

## **Staff Report**

### **Origin**

Jagson Investments Ltd. has applied to the City of Richmond for permission to rezone 11951 Woodhead Road from the “Single Detached (RS1/E)” zone to the “Compact Single Detached (RC2)” zone, to permit the property to be subdivided to create two single-family lots with vehicle access from a new rear lane (Attachment 1). The proposed subdivision is shown in Attachment 2.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 3.

#### Subject Site Existing Housing Profile

There is an existing single-family dwelling on the property, which will be demolished. The applicant has indicated that the dwelling is currently rented, and that it does not contain a secondary suite.

### **Surrounding Development**

Development immediately surrounding the subject site is as follows:

To the North: A single-family dwelling on a lot zoned “Single Detached (RS1/E),” with vehicle access from No. 5 Road.

To the South: Single-family dwellings on lots zoned “Single Detached (RS1/E),” with vehicle access from Woodhead Road.

To the East: A church on a lot zoned “Assembly (ASY),” with vehicle access from Woodhead Road.

To the West: A single-family dwelling on a lot zoned “Single Detached (RS1/E),” with vehicle access from Woodhead Road.

### **Related Policies & Studies**

#### Official Community Plan/East Cambie Area Plan

The subject site has an Official Community Plan (OCP) designation of “Neighbourhood Residential.” It is designated “Residential (Single-Family Only)” in the East Cambie Area Plan. The proposed rezoning and subdivision are consistent with these designations.

### Arterial Road Land Use Policy

The subject site is located on No. 5 Road, which is a designated Major Arterial Road in the OCP. Although not included in the area governed by the Arterial Road Land Use Policy, this application is being considered under the guidelines for Arterial Road Compact Lot development. This approach is consistent with previous development applications in the area.

Arterial Road Compact Lot development is permitted where vehicle access is provided from a functional municipal lane. Vehicle access to No. 5 Road is not permitted. The proposed development involves dedication of a 6.0 m wide rear lane from Woodhead Road. The lane would be extended further north through future redevelopment of the neighbouring property.

Prior to subdivision, the applicant must enter into a Servicing Agreement for the design and construction of the proposed rear lane.

### Aircraft Noise Sensitive Development

The subject site is located in an area affected by aircraft noise. All aircraft noise sensitive land uses may be considered in Area 3, provided noise mitigation is incorporated in construction. Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a legal agreement on Title to address public awareness and to ensure aircraft noise mitigation is incorporated into dwelling design and construction as required.

### Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

### **Public Consultation**

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 1<sup>st</sup> 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. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

### Ministry of Transportation and Infrastructure Approval

As the subject site is located within 800 m of an intersection of a Provincial Limited Access Highway and a City road, this redevelopment proposal was referred to the Ministry of Transportation and Infrastructure (MOTI). Confirmation has been received from MOTI indicating that they have no objections to the proposed redevelopment and that preliminary approval has been granted for a period of one (1) year. Staff will seek formal approval from MOTI prior to final adoption of the rezoning bylaw.

## **Analysis**

### **Built Form and Architectural Character**

Conceptual building elevations have been provided for the single-family dwelling on the proposed corner lot (Attachment 4). The building is designed to front both streets, with pedestrian access to the principle dwelling provided from Woodhead Road and access to the secondary suite from No. 5 Road. The architectural character is traditional, with prominent peaked roofs and end gables to break up the strong horizontal expression.

Prior to final adoption of the rezoning bylaw, the applicant must register a legal agreement on Title specifying that the ensuing development of the site will be generally consistent with the attached conceptual plans.

### **Existing Legal Encumbrances**

There is an existing statutory right of way (SRW) for the municipal sewer across the entire rear property line (Charge # RD5442). Following dedication of the rear lane, this SRW will be entirely within the road right of way. This SRW should be discharged from Title prior to final adoption of the rezoning bylaw.

### **Transportation and Site Access**

Vehicle access is proposed from a new rear lane off of Woodhead Road. Prior to final adoption of the rezoning bylaw, the applicant must enter into a legal agreement to ensure that vehicle access to the proposed new lots will be from the rear lane only, with no vehicle access to No. 5 Road or Woodhead Road permitted.

Prior to final adoption of the rezoning bylaw, a 2.0 m wide road dedication is required along the entire No. 5 Road frontage, in addition to a 4.0 x 4.0 m wide corner cut at the intersection.

### **Tree Retention and Replacement**

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

Parks staff have reviewed the Arborist's Report and support the Arborist's findings, with the following comments:

- One tree in the City-owned boulevard is in good condition, and should be retained. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- The applicant is required to submit a \$2,940 Tree Survival Security.

### ***Tree Replacement***

There are no Bylaw-sized trees on the subject site. The applicant is required to plant a minimum of two trees on each of the subdivided properties, for a total of four trees, consistent with the

landscaping provisions contained in Richmond Zoning Bylaw 8500 and the Arterial Road Land Use Policy. The required trees are to be minimum 3.5 m tall coniferous or 6 cm caliper deciduous species.

Prior to final adoption of the rezoning bylaw, the applicant must provide a Landscape Plan, prepared by a Registered Landscape Architect, consistent with the requirements for Arterial Road Compact Lot development contained in the OCP. The Landscape Plan must include the four required trees.

Prior to final adoption of the rezoning bylaw, the applicant must submit a Landscape Security, based on a cost estimate provided by the Landscape Architect plus a 10% contingency, to ensure that the agreed upon landscaping is installed.

### *Tree Protection*

One tree (Tag # C1) in the City-owned boulevard is to be retained and protected. The applicant has submitted a tree protection plan showing the tree to be retained and the measures taken to protect it during development stage (Attachment 5). To ensure that the tree identified for retention is protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.
- Prior to final adoption of the rezoning bylaw, submission of a \$2,940 Tree Survival Security.

### Affordable Housing Strategy

The applicant has proposed a secondary suite on each of the new lots, consistent with the City's Affordable Housing Strategy. To ensure the secondary suite is built, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and Richmond Zoning Bylaw 8500. Registration of this legal agreement is required prior to final adoption of the rezoning bylaw.

### Site Servicing and Frontage Improvements

At subdivision stage, the applicant must enter into a Servicing Agreement for the site servicing and off-site improvements listed in Attachment 6. These include, but may not be limited to:

- Removal of the existing sidewalk on No. 5 Road and backfill to provide a minimum 1.5 m wide landscaped boulevard and 3.0 m wide concrete sidewalk at the property line;
- Pavement widening on Woodhead Road to allow for a future 11.2 m road width, new concrete curb and gutter, 1.5 m wide landscaped boulevard, and 1.5 m wide concrete sidewalk at the property line;
- Signal modification at the No. 5 Road and Woodhead Road intersection to reflect the realigned sidewalk and crosswalk; and
- 6.0 m wide rear lane constructed to City Engineering Design Specifications, including lane drainage and lighting.

### **Financial Impact**

This rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure, such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, and street trees.

### **Conclusion**

The purpose of this application is to rezone the property at 11951 Woodhead Road from the "Single Detached (RS1/E)" zone to the "Compact Single Detached (RC2)" zone, to permit the property to be subdivided to create two single-family lots.

This rezoning application complies with the land use designations and applicable policies contained within the OCP and East Cambie Area Plan.

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9857 be introduced and given first reading.

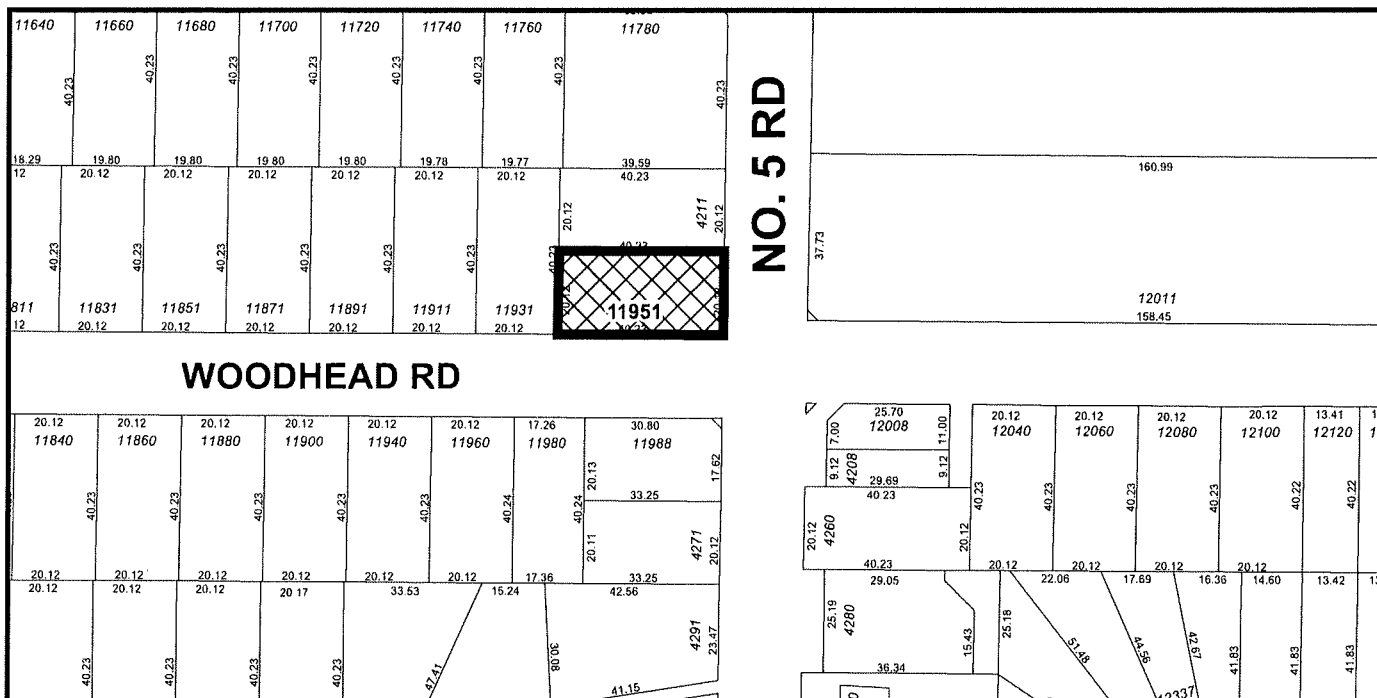


Jordan Rockerbie  
Planning Technician

JR:rg

Attachment 1: Location Map and Aerial Photo  
Attachment 2: Proposed Subdivision Plan  
Attachment 3: Development Application Data Sheet  
Attachment 4: Conceptual Building Elevations  
Attachment 5: Tree Retention Plan  
Attachment 6: Rezoning Considerations

City of  
Richmond

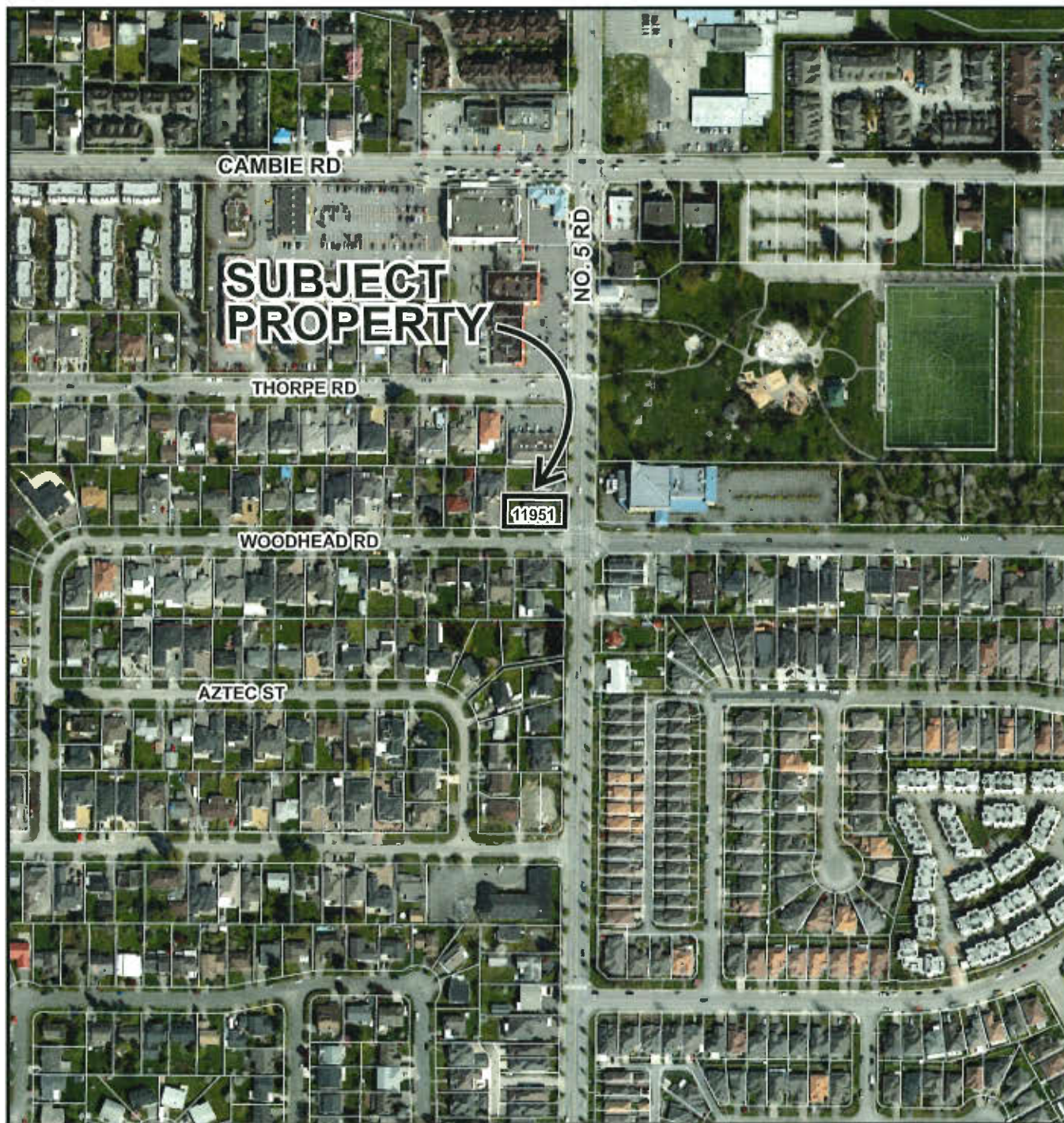


RZ 17-775098

**Note: Dimensions are in METRES**



# City of Richmond



RZ 17-775098

Original Date: 06/27/17

Revision Date:

Note: Dimensions are in METRES

**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF  
LOT 2 SECTION 36 BLOCK 5 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 15560**

#11951 WOODHEAD ROAD,  
RICHMOND, B.C.  
P.L.D. 010-098-418

**PLN - 69**

- LEGEND:**
- (D) denotes deciduous
  - denotes catch basin
  - denotes round catch basin
  - denotes manhole
  - denotes traffic light
  - denotes fire hydrant
  - denotes sign
  - denotes power post
  - denotes mail floor

**NOTE:**  
Elevations shown are based on  
City of Richmond H.P.N.  
Benchmark network.  
Benchmark: H.P.N. #190  
Control Monument 9441624  
Elevation: 2.353m  
Benchmark: H.P.N. #191  
Control Monument 0242453  
Elevation: 1.664m

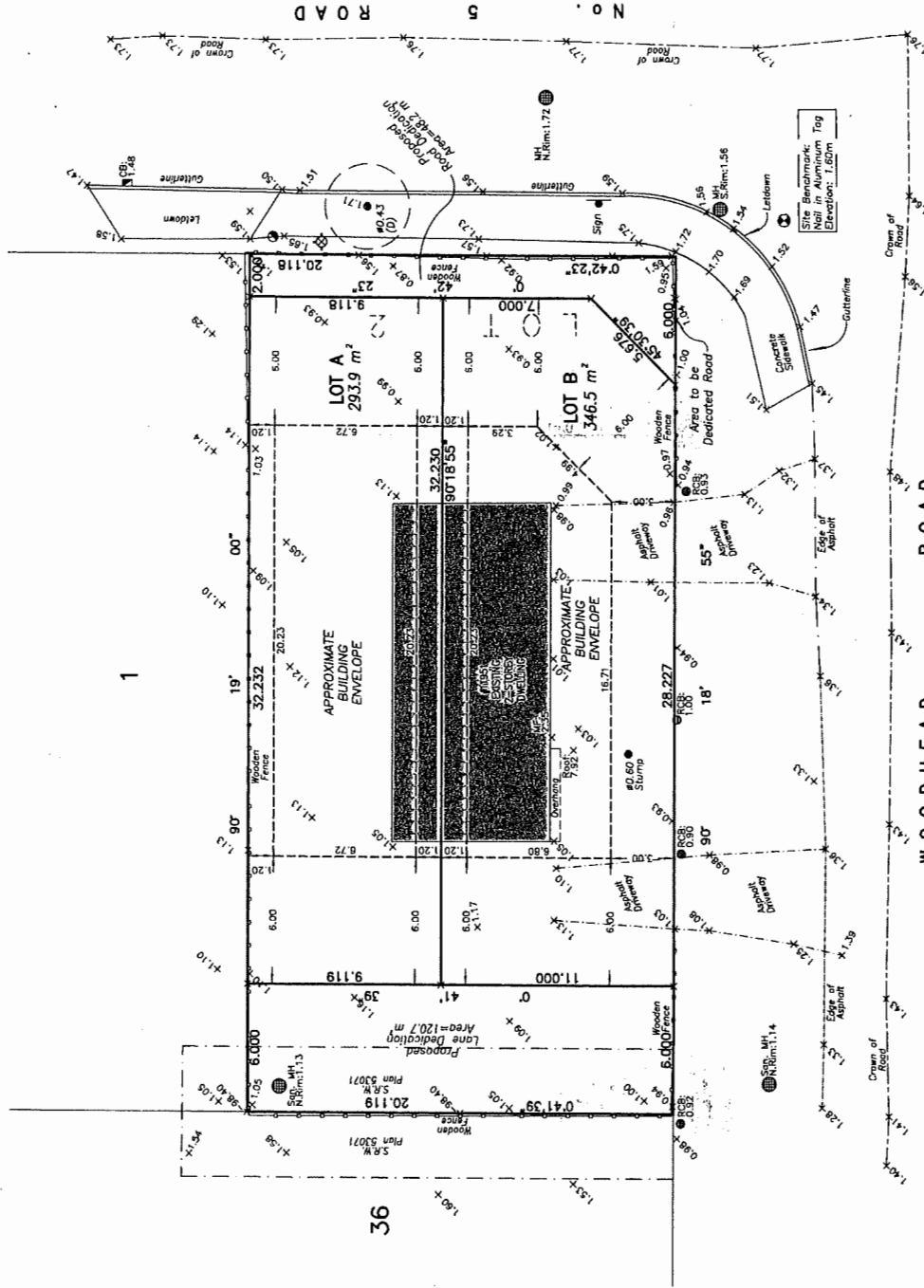
**NOTE:**  
Use site benchmark for  
construction elevation control.

© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 6807  
FB-327 P41  
Drawn By: IO, CY

**DWG No. 6807-Topo-02**



**SCALE: 1:150**  
ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED



**CERTIFIED CORRECT:**  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY

*Johnson C. Tam*  
JOHNSON C. TAM, B.C.L.S., C.L.S.  
JANUARY 4th, 2017.



**RZ 17-775098**

**Attachment 3**

Address: 11951 Woodhead Road

Applicant: Jagson Investments Ltd.

Planning Area(s): East Cambie

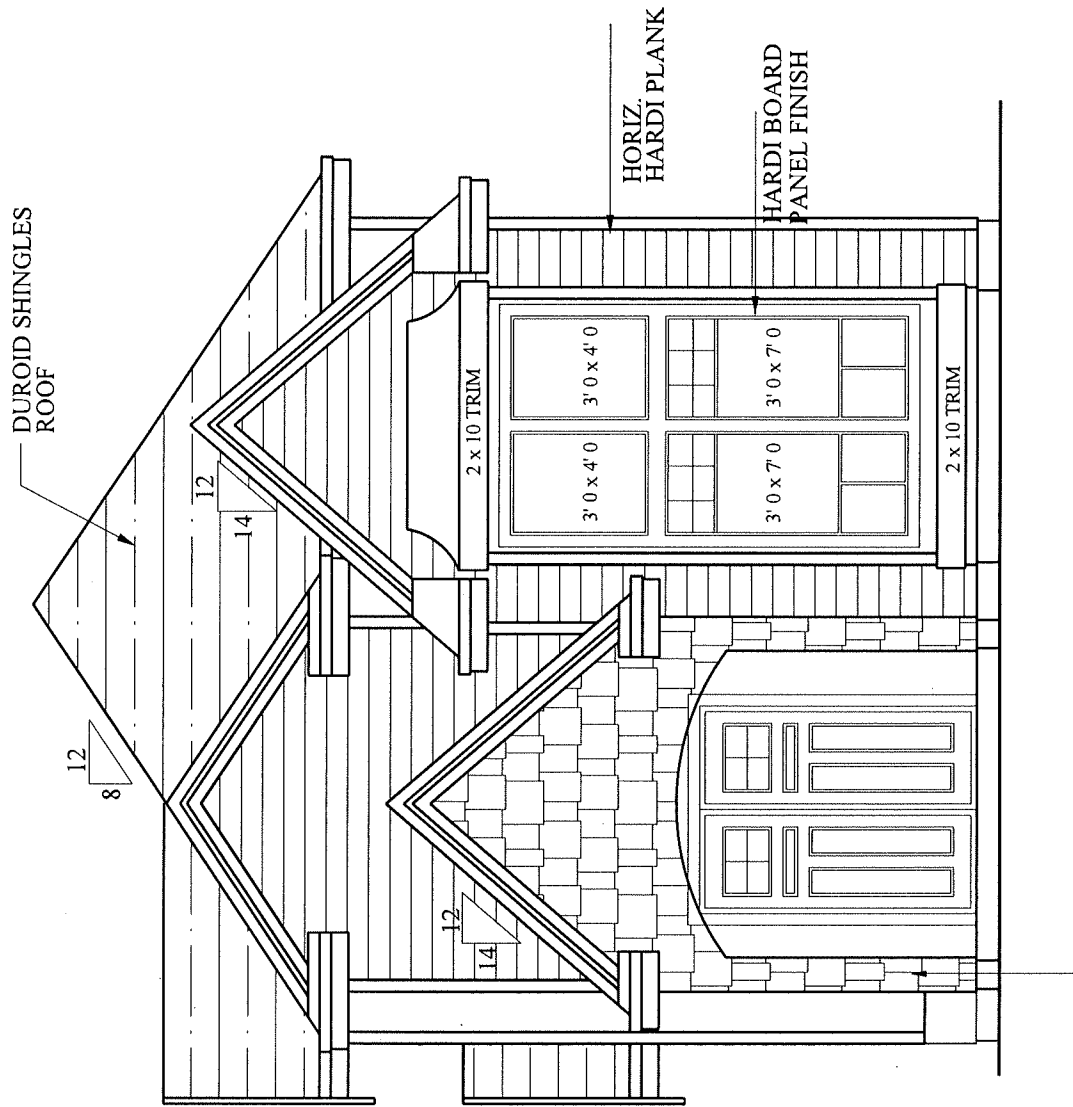
|                                   | Existing                         | Proposed                                                                       |
|-----------------------------------|----------------------------------|--------------------------------------------------------------------------------|
| <b>Owner:</b>                     | Jagroop Singh Bhullar            | To be determined                                                               |
| <b>Site Size (m<sup>2</sup>):</b> | 805 m <sup>2</sup>               | Road dedication:<br>Lot A: 293.9 m <sup>2</sup><br>Lot B: 346.5 m <sup>2</sup> |
| <b>Land Uses:</b>                 | Single Family                    | No change                                                                      |
| <b>OCP Designation:</b>           | Neighbourhood Residential        | No change                                                                      |
| <b>Area Plan Designation:</b>     | Residential (Single-Family Only) | No change                                                                      |
| <b>Zoning:</b>                    | Single Detached (RS1/E)          | Compact Single Detached (RC2)                                                  |
| <b>Number of Units:</b>           | One single-family dwelling       | Two single-family dwellings                                                    |

| On Future Subdivided Lots | Bylaw Requirement                                                                                                      | Proposed                                                                                                               | Variance       |
|---------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------|
| Floor Area Ratio:         | Max. 0.60 for lot area up to 464.5 m <sup>2</sup><br>plus 0.3 for area in excess of 464.5 m <sup>2</sup>               | Max. 0.60 for lot area up to 464.5 m <sup>2</sup><br>plus 0.3 for area in excess of 464.5 m <sup>2</sup>               | none permitted |
| Buildable Floor Area:*    | Lot A: Max. 176.3 m <sup>2</sup> (1,898 ft <sup>2</sup> )<br>Lot B: Max. 207.9 m <sup>2</sup> (2,238 ft <sup>2</sup> ) | Lot A: Max. 176.3 m <sup>2</sup> (1,898 ft <sup>2</sup> )<br>Lot B: Max. 207.9 m <sup>2</sup> (2,238 ft <sup>2</sup> ) | none permitted |
| Lot Coverage:             | Building: Max. 50%<br>Non-porous Surfaces: Max. 70%<br>Live Landscaping: Min. 20%                                      | Building: Max. 50%<br>Non-porous Surfaces: Max. 70%<br>Live Landscaping: Min. 20%                                      | none           |
| Lot Size:                 | 270.0 m <sup>2</sup>                                                                                                   | Lot A: 293.9 m <sup>2</sup><br>Lot B: 346.5 m <sup>2</sup>                                                             | none           |
| Lot Dimensions:           | Lot A Width: Min. 9.0 m<br>Lot B Width: Min. 11.0 m<br>Depth: 24.0 m                                                   | Lot A Width: Min. 9.1 m<br>Lot B Width: Min. 11.0 m<br>Depth: 32.2 m                                                   | none           |
| Setbacks:                 | Front: Min. 6.0 m<br>Rear: Min. 6.0 m<br>Side: Min. 1.2 m<br>Exterior Side: Min. 3.0 m                                 | Front: Min. 6.0 m<br>Rear: Min. 6.0 m<br>Side: Min. 1.2 m<br>Exterior Side: Min. 3.0 m                                 | none           |
| Height:                   | Max. 2 ½ storeys                                                                                                       | Max. 2 ½ storeys                                                                                                       | none           |

| On Future Subdivided Lots          | Bylaw Requirement                                             | Proposed                                                      | Variance |
|------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|----------|
| Off-street Parking Spaces – Total: | 2 for each single-family dwelling, 1 for each secondary suite | 2 for each single-family dwelling, 1 for each secondary suite | none     |
| Private Outdoor Space:             | Min. 20.0 m <sup>2</sup>                                      | Min. 20.0 m <sup>2</sup>                                      | none     |

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

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



FRONT ELEVATION - Lot B  
(West Elevation)

Astonish Designs  
Cell: 604 728 0389  
e mail: navtejdhnot@hotmail.com

DUROID SHINGLES  
ROOF

12  
8

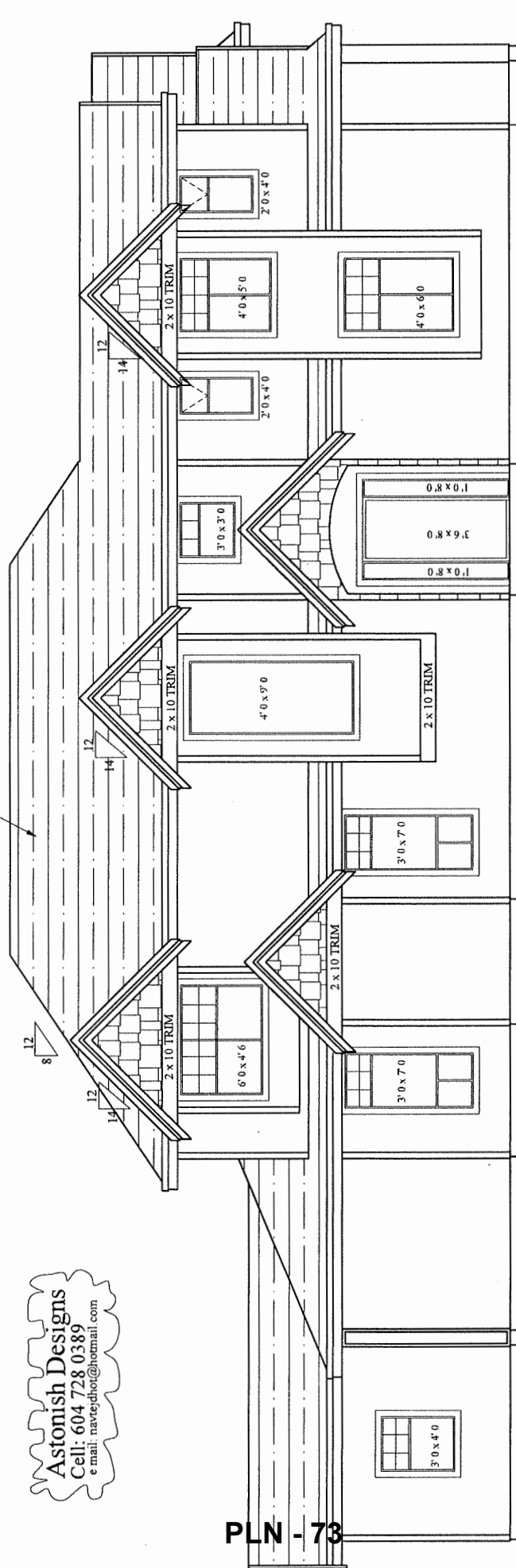
12  
14

12  
14

12  
14

Astonish Designs  
Cell: 604 728 0389  
e mail: navredjrot@hotmail.com

PLN - 73



LEFT SIDE ELEVATION - Lot B

(South Elevation)





**Address:** 11951 Woodhead Road

**File No.:** RZ 17-775098

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, the developer is required to complete the following:**

1. Provincial Ministry of Transportation & Infrastructure Approval.
2. 6.0 m lane dedication along the entire west property line.
3. 2.0 m road dedication along the entire No. 5 Road frontage, plus a 4.0 m by 4.0 m. corner cut.
4. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and a 10% contingency. The Landscape Plan should:
  - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
  - include a mix of coniferous and deciduous trees;
  - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
  - include the 4 required new trees with the following minimum sizes:

| No. of New Trees | Minimum Caliper of Deciduous Tree | Minimum Height of Coniferous Tree |
|------------------|-----------------------------------|-----------------------------------|
| 4                | 6 cm                              | 3.5 m                             |

5. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
6. Submission of a Tree Survival Security to the City in the amount of \$2,940 for the one tree to be retained.
7. Registration of an aircraft noise indemnity covenant on title.
8. Registration of a flood indemnity covenant on title.
9. Registration of a legal agreement on title to ensure that vehicle access to the subject site is from the rear lane only, with vehicle access prohibited to Woodhead Road and No. 5 Road.
10. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on each of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
11. Registration of a legal agreement on Title to ensure that the Building Permit application and ensuing development on Proposed Lot B is generally consistent with the preliminary conceptual plans included in Attachment 4 to this staff report.
12. Discharge of SRW RD54442, which will no longer apply to the subject site following dedication of the rear lane.

**Prior to a Demolition Permit\* issuance, the developer is required to:**

1. 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.

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

1. 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 15.75

Initial: \_\_\_\_\_

2. 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.

**At Subdivision\* stage, the developer must complete the following requirements:**

1. Enter into a Servicing Agreement\* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to, to following:

*Water Works:*

- Using the OCP Model, there is 308 L/s of water available at 20 psi residual at the hydrant located at the north east corner of 11951 Woodhead Road and 255 L/s of water available at 20 psi residual at the hydrant located on the 11940 Woodhead Road frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- 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. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs at Building Permit stage.
- At the Developer's cost, the City will:
  - Replace the existing water service connection off of the 200 mm PVC watermain on No. 5 Road, complete with water meter.
  - Relocate the ex. fire hydrant on No. 5 Rd frontage, if required by frontage works.
  - Install a water service connection off of the existing 200mm PVC watermain on No. 5 Road, complete with water meter.

*Storm Sewer Works:*

- At the Developer's cost, the Developer is required to:
  - Install lane drainage in the proposed lane complete with catch basins and manholes.
  - Check the existing storm service connections along the east property line (STLAT88516 & STLAT88515). The video inspection report, complete with Engineer's signed and sealed letter confirming the condition, capacity, and material of the existing inspection chambers and connections, is to be submitted with the first Servicing Agreement submission for City review and approval.
  - If deemed acceptable by the City, the existing service connections may be retained. In the case that a service connection is not in a condition to be re-used, the service connection shall be replaced by the City, at the Developer's cost, as described below.
- At the Developer's cost, the City will:
  - Cut, cap, and remove the existing storm service connections along the east property line of the subject site (STLAT88516 & STLAT88515).
  - Install a new storm service connection at the adjoining property line of the 2 newly created lots, complete with inspection chamber, off of the existing storm sewer along No. 5 Road.
  - Cut, cap, and remove the existing storm service connections along the south property line of the subject site (STLAT92736, STLAT92737 & STLAT65457), regardless of the condition of the existing inspection chambers on No. 5 Road (STIC52893 & STIC40369).

*Sanitary Sewer Works:*

- The Developer is required to:
  - Not start onsite foundation construction prior to completion of rear yard sanitary works by City crews.

- At the Developer's cost, the City will:
  - Cut, cap, and remove the existing sanitary service connection at the west property line (SCON8419).
  - Install a new sanitary service connection at the adjoining property line of the 2 newly created lots, complete with inspection chamber, off of the existing sanitary main along the east property line.

*Frontage Improvements:*

- The Developer is required to:
  - Coordinate with BC Hydro, Telus and other private communication service providers:
    - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located onsite.
  - Design and construct the rear lane to City Engineering Design Standards, including lane drainage and lighting.
  - Design and construct improvements to No. 5 Road, including:
    - Min. 1.5 m wide landscaped boulevard behind the existing curb, and 3.0 m wide concrete sidewalk at the new property line;
    - A 9.0 m corner radius is required for the new curb and the southwest corner of the intersection.
    - Signal modifications, such as equipment relocation and pavement markings, to reflect the upgraded sidewalk and boulevard configuration.
  - Design and construct improvements to Woodhead Road, including:
    - Pavement widening to allow for future 11.2 m wide ultimate road width;
    - Concrete curb and gutter located 5.6 m north of the existing centreline of the road;
    - Min. 1.5 m wide landscaped boulevard behind the new curb, and a 1.5 m wide concrete sidewalk at the property line.

*General Items:*

- The Developer is required to:
  - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

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Signed

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Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9857 (RZ 17-775098)  
11951 Woodhead Road**

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

1. 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 **"COMPACT SINGLE DETACHED (RC2)"**.

P.I.D. 010-096-418

Lot 2 Section 36 Block 5 North Range 6 West New Westminster District Plan 15560

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9857"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND  
INFRASTRUCTURE APPROVAL

ADOPTED

\_\_\_\_\_  
MAYOR

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





# City of Richmond

## Report to Committee

**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development


**Date:** October 10, 2018

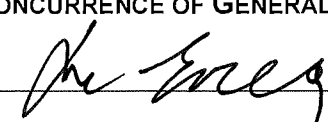
**File:** RZ 14-678448

**Re:** Revised Rezoning Considerations for the Application by 1004732 B.C. Ltd. for Rezoning at 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village"

### Staff Recommendation

That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village", be revised to remove the rezoning considerations requiring off-site statutory rights of way and modify additional considerations consequential to this change.

  
Wayne Craig  
Director, Development  
WC:sds  
Att. 5

| REPORT CONCURRENCE |                                     |                                                                                      |
|--------------------|-------------------------------------|--------------------------------------------------------------------------------------|
| ROUTED TO:         | CONCURRENCE                         | CONCURRENCE OF GENERAL MANAGER                                                       |
| Transportation     | <input checked="" type="checkbox"/> |  |

## **Staff Report**

### **Origin**

1004732 B.C. Ltd. has requested to revise the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from “Downtown Commercial (CDT1)” to “City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village”, to remove the consideration requiring off-site statutory rights of way (SRWs) and to modify additional considerations consequential to this change.

On January 23, 2017, Council granted first reading to Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, to rezone the subject properties to permit the development of a high-density, mixed commercial and residential use building. Amendment Bylaw 9510 was subsequently granted second and third reading at the Public Hearing on February 20, 2017. The original report to Council, dated January 10, 2017, is provided (Attachment A). The Development Permit application (DP 15-708092) associated with the rezoning application was endorsed by the Development Permit Panel on November 16, 2017.

As a consideration of rezoning, the applicant was required to acquire off-site SRWs to utilize the east-west lane system for movement of trucks accessing and exiting the subject site. However, the owners of the properties on which the SRWs would be located declined to provide them. Staff have worked with the applicant to make minor modifications to the proposed development in order to address the access and egress requirements without the SRWs.

The rezoning application cannot proceed to final adoption unless Council revises the original rezoning considerations. Due to the proposed changes being minor and not impacting land use or density, the revised proposal does not require a new Public Hearing. If Council supports the proposed amendments, staff will forward a new report to the Development Permit Panel seeking endorsement of the revisions.

### **Findings of Fact**

Please refer to the original staff report dated January 10, 2017 (Attachment A) for detailed information regarding the rezoning application.

### **Analysis**

#### Original Proposal

The original proposal utilized the evolving east-west lane system on the north side of the subject site, as well as a new north-south lane on the subject site, to support truck movement between Anderson Road and Buswell Street. To establish and secure a functional lane width for the east-west portion of this system, the applicant was required to secure statutory rights of way (SRWs) on three off-site properties to the north of the subject site (6820 No. 3 Road, 8080 & 8108 Park Road). A map illustrating the previously required off-site SRWs is provided in Attachment B.

### Proposed Changes

As the property owners to the north were unwilling to provide the SRWs, the applicant has made minor modifications to the design to provide for access and egress using Anderson Road only, through the provision of a turnaround area on-site. The revised plans are provided in Attachment C, with clouding showing the proposed changes. A red-lined version of the proposed revised rezoning considerations is provided in Attachment D, which removes the off-site SRW requirement (item #7 of the rezoning considerations) and modifies additional considerations consequential to this change as described below.

The turnaround area is proposed to be located in the northeast corner of the site, and requires that a portion of the building on the ground, mezzanine and second floors be recessed to provide adequate vehicle maneuvering area and clearance. The original rezoning considerations included a requirement for a volumetric public right of passage (PROP) and SRW to secure the north-south lane for access (item #4). This consideration has been revised to include the new area for vehicle turnaround. The applicant has provided a revised preliminary SRW PROP plan to demonstrate this change (Attachment E). The final plan will be confirmed and secured through the Servicing Agreement process, along with the following additional works (item #29):

- Lighting, bollards, curb and gutter, pavement widening and decorative surface treatment for the expanded turnaround area in the interim condition.
- Cash-in-lieu amount to restore the lane to the ultimate design.
- Through the Servicing Agreement design, a temporary loading bay on Anderson Road will be pursued for large vehicles, and additional signage will be required to identify the location. Once the lane network adjacent to the site expands in the future, any temporary on street loading facility will be removed.

The proposed removal of the building area results in a reduction of 11 vehicle parking spaces. The reduction in vehicle parking includes the reduction of shared commercial and residential visitor parking spaces from 41 to 36 (item #13). The revised proposal still complies with the minimum required number of vehicle parking spaces as per Zoning Bylaw 8500, as the original proposal exceeded the minimum bylaw requirement. Transportation demand management (TDM) measures, including end of trip facilities, car share spaces and pedestrian circulation improvements, were secured as part of the original rezoning application. Staff consider these measures adequate to compensate for the marginal loss of vehicle parking by promoting alternative modes of travel to the site.

Staff support the proposed changes and notes that, in the future, when the lane is fully secured through redevelopment of the adjacent properties, through movement between Anderson Road and Buswell Street will be feasible.

In order to move forward with the proposed changes, the applicant has requested to revise the rezoning considerations. An additional Public Hearing is not required as the revised proposal does not impact land use or density and is relatively minor. No additional conditions from the previous rezoning considerations are proposed to change, other than those identified in this report and the revised rezoning considerations provided in Attachment D.

### Next Steps

Should Council wish to proceed with the revised rezoning considerations, the applicant would be required to satisfy the remaining rezoning considerations prior to final adoption of the rezoning bylaw.

The Development Permit application (DP 15-708092) associated with the rezoning application was endorsed by the Development Permit Panel on November 16, 2017. A new report will be forwarded to the Development Permit Panel to address the minor changes to the building. Public notification, including direct mail-outs within 50 m of the subject site, will be provided through the DP process to notify surrounding residents of the changes.

### **Conclusion**

1004732 B.C. Ltd. has requested to revise the rezoning considerations associated with the application to rezone the properties at 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village", in order to remove the requirement for off-site statutory rights of way (SRW), and proceed with the development of a high-density, mixed commercial and residential use building in City Centre's Brighthouse Village.

Council granted second and third reading to the Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, associated with the subject application, at the Public Hearing on February 20, 2017. The applicant has been unable to acquire off-site SRWs identified in the original rezoning considerations, but has worked with staff to make minor modifications so that the development may function without the SRWs.

On this basis, it is recommended the rezoning considerations be amended.



Janet Digby, Architect AIBC  
Planner 3



Steven De Sousa  
Planner 1

JD:sds

Attachment A: Original Report to Council dated January 10, 2017

Attachment B: Previously Required Off-Site Statutory Rights-of-Way

Attachment C: Revised Submission

Attachment D: Red-lined Version of the Revised Rezoning Considerations

Attachment E: Revised Survey Plan (SRW)



**City of  
Richmond**

**Report to Committee**  
Planning and Development Division

**To:** Planning Committee

**Date:** January 10, 2017

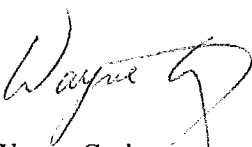
**From:** Wayne Craig  
Director, Development

**File:** RZ 14-678448

**Re:** Application by 1004732 BC Ltd. for Rezoning at 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village"

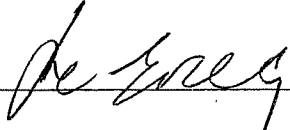
**Staff Recommendation**

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9510 to create the "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village" zone, and to rezone 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village", be introduced and given first reading.

  
Wayne Craig  
Director, Development

WC:jd

Att.

| REPORT CONCURRENCE |                                     |                                                                                       |
|--------------------|-------------------------------------|---------------------------------------------------------------------------------------|
| <b>ROUTED TO:</b>  | <b>CONCURRENCE</b>                  | <b>CONCURRENCE OF GENERAL MANAGER</b>                                                 |
| Affordable Housing | <input checked="" type="checkbox"/> |  |
| Community Services | <input checked="" type="checkbox"/> |                                                                                       |

## Staff Report

### Origin

1004732 BC Ltd. has applied to the City of Richmond for permission to rezone the properties at 6840 & 6860 No. 3 Road and 8051 Anderson Road (Attachments 1&2) from “Downtown Commercial (CDT1)” to a new site-specific zone, “City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village”, in order to permit the development of a high-density, mixed commercial and residential use building in City Centre’s Brighthouse Village (Attachment 3). Key components of the proposal include:

- a podium and tower form of development;
- a total floor area of 18,701 m<sup>2</sup> (201,292 ft<sup>2</sup>) comprised of approximately:
  - 1,149 m<sup>2</sup> (12,371 sq.ft.) of retail space on the ground level,
  - 9,794 m<sup>2</sup> (105,420 sq.ft.) of office space in a twelve-storey tower component facing No. 3 Road, and,
  - 7,757 m<sup>2</sup> (83,501 sq.ft.) of multi-family residential space in a ten-storey mid-rise component facing Anderson Road;
- a total of seventy-five (75) studio through three-bedroom dwelling units including:
  - sixty-seven (67) one-storey apartment units, and
  - eight (8) two-storey apartment units;
- 5% of the residential floor area allocated to five (5) affordable housing units;
- a variety of utility, transportation and parks improvements and cash contributions along with development of an enhanced public realm along No 3 Road;
- cash-in-lieu contributions of \$515,105.15 for child care, \$1,417,398.31 for community facilities, \$50,304.72 for community planning and \$114,861.64 for public art; and
- a LEED Silver-equivalent building designed and constructed to connect to the future district energy utility (DEU) system.

Conceptual plans of the rezoning proposal are provided (Attachment 5). A list of Rezoning Considerations (Attachment 6) is provided (signed copy on file).

### Findings of Fact

A Development Application Data (Attachment 4) is provided for comparison of the proposed development with the proposed site specific zone requirements.

### Site and Surrounding Development

The subject site is located on the northeast corner of No. 3 Road and Anderson Road. The site is relatively flat and is currently preloaded in preparation for construction. The previous low scale development has been removed.

Properties in the surrounding area have been or are likely to be redeveloped with higher density commercial, residential and mixed used developments. Please refer to the Brighthouse Village Specific Land Use Map for additional information (Attachment 3). Current and future potential surrounding development includes:

To the North: Three lots fronting No. 3 Road developed with low scale commercial buildings

and surface parking to the rear. Also, to the north, two lots facing Park Road. All lots to the north could be redeveloped under the current Downtown Commercial (CDT1) zoning or could be rezoned under the CCAP, resulting in a commercial or mixed use podium and tower development with an FAR ranging between 3.0 and 4.0 and a maximum height of 47.0 m GSC.

To the South: Across Anderson Road, four lots fronting No. 3 Road developed with low scale commercial buildings and surface parking to the rear, and, at 8080 Anderson Road, an affordable housing development (currently under construction) that was approved with an FAR of 3.48 and a height of 43.5 m GSC (*DP 12-605094*). The properties fronting No. 3 Road could be redeveloped under the current Downtown Commercial (CDT1) zoning or could be rezoned under the CCAP, resulting in a commercial or mixed use podium and tower development with an FAR of between 3.0 and 4.0 and a maximum height of 47 m GSC.

To the East: An existing commercial and residential podium and tower development, with internal parking (*DP 91-000172*). Further to the east, a recently approved mixed use podium and tower development will be constructed (*DP 13-645286*).

To the West: Across No. 3 Road, the Richmond City Hall precinct with an eight-storey civic building, landscaped grounds and a combination of underground and surface parking. Additionally, across No. 3 Road, the Richmond Centre site which is currently developed with a two-storey mall surrounded by surface parking and is also under application to amend the OCP to adjust land use designation boundaries (*CP 16-752923*).

## **Related Policies**

### **A. Official Community Plan/City Centre Area Plan**

Official Community Plan: The Official Community Plan (OCP) designates the site as “Downtown Mixed Use”. The proposed rezoning is consistent with this designation.

City Centre Area Plan: The City Centre Area Plan (CCAP) designates the site as “Urban Core T6 (45m)”. The proposed rezoning is consistent with this designation.

### **B. Other Policies, Strategies and Bylaws**

Flood Protection Management Strategy: The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant is required prior to final adoption of the rezoning bylaw.

Aircraft Noise Sensitive Development Policy: The proposed development is located in Area 4 on the Aircraft Noise Sensitive Development Map. The proposed redevelopment must address the requirements of the Aircraft Noise Policy including provision of an acoustic consultant report regarding sound attenuation measures to be incorporated into the development. Registration of aircraft noise covenant is required prior to final adoption of the rezoning bylaw.

Mixed Use Noise and Ambient Noise: The proposed development must address additional OCP Noise Management Policies, specifically Mixed Use Noise and Ambient Noise. Requirements include provision of an acoustic consultant report regarding sound attenuation measures and registration of associated noise covenants before final adoption of the rezoning bylaw.

Affordable Housing Strategy: The proposed development provides for affordable housing. Registration of an Affordable Housing Agreement is required prior to final adoption of the rezoning bylaw. The specific details of the affordable housing proposal are provided in Analysis, Section B.2 – Affordable Housing.

Richmond Public Art Policy: The proposed development addresses the Richmond Public Art Policy and provides for a financial contribution toward public art in the Brighthouse No. 3 Road Art Walk. The specific details of the affordable housing proposal are provided in Analysis, Section B.3 – Community Amenities.

District Energy Utilities: The proposed development will be designed to utilize energy from a District Energy Utility when a neighbourhood DEU is implemented. Connection to the future DEU system will be secured with a legal agreement.

### **Public Consultation**

A rezoning notification sign was installed on the subject property. In response, staff received comments from existing tenants, residents of an adjacent property and owners of nearby commercial properties.

Existing Tenants: Existing tenants were concerned about being displaced by the proposed development. The developer and tenants resolved their issues, the tenants have since relocated their businesses and the previous development removed from the site.

Neighbouring Residential Properties: The occupants of one of the mid-level residential units in the building immediately to the east of the subject site (8111 Anderson Road) expressed concern that the new development would eliminate existing western views and reduce privacy. The site is being developed in accordance with the City Centre Area Plan. The applicant has responded to neighbours' privacy concerns with multiple changes to the eastern end of the development. Changes include:

- increasing the side yard setback by approximately 1.5 m at the relevant building level;
- orienting the main windows of the proposed development to the north and south;
- making most of the east façade solid with a few, carefully placed, small windows;
- eliminating access to two deck areas parallel to the east property line;
- adding hedge and tree screening on a second, larger deck area also parallel to the east property line; and
- changing the programming of the second deck to focus on urban agriculture rather than ongoing socializing.

Neighbouring Commercial Properties: Owners of nearby commercial developments have expressed concerns about the impacts of site preloading on the structure and finishing of their buildings. Staff have referred the property owners to the applicant as this is considered to be a civil matter.

### **Advisory Design Panel**

The design of the proposed development (DP 15-708092) was forwarded to the ADP for comment on November 18, 2015. Feedback from the Panel (Attachment 7) led to elimination of an east-west pedestrian connection between No. 3 Road and the evolving east-west lane system to the east. Otherwise, the proposal was well received by Panel members, who recommended a variety of small changes.

### **Analysis**

Staff have reviewed the proposed rezoning and find that it is generally consistent with City policy objectives described in the Official Community Plan (OCP) and City Centre Area Plan (CCAP) including but not limited to: public and private infrastructure; community benefits and amenities; and, basic development conditions such as land use, density and height. Further, the proposed development contributes to an enhanced public realm and addresses potential impacts on surrounding developments.

The applicant has agreed to undertake the considerations of rezoning related to the foregoing as well as those related to subdivision, indemnification and other legal agreements to be registered on title (Attachment 6).

#### **A. Proposed Zoning**

The proposed rezoning is consistent with the Brighthouse Village Specific Land Use Map transect land use designation, Urban Core T6 (45 m), which provides for up to 3.0 FAR of mixed use density and eligibility for an additional 1.0 FAR of Village Centre Bonus (VCB) commercial density.

A new site specific zone, "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village", is proposed that incorporates specific requirements regarding the relative amounts of commercial and residential uses, the provision of affordable housing on-site and various form of development parameters.

#### **B. CCAP Implementation Policies**

##### **1. Utility, Transportation and Parks Infrastructure**

The proposed infrastructure improvements are summarized below and will be realized through a Servicing Agreement (SA). The infrastructure improvements are not eligible for Development Cost Charge (DCC) credits and will be funded by the developer.

City Utilities: The developer is required to undertake a variety of water, storm water drainage and sanitary sewer frontage works. Included are:

- a water main upgrade on Anderson Road;
- a storm sewer upgrade on Anderson Road;
- a lane drainage upgrade to the north of the subject site as well as the site to the east; and
- a combination of temporary sanitary sewer work and permanent upgrades on Anderson Road that will connect with a new sanitary sewer to be constructed on Buswell Street under the City's Capital Plan.

The frontage and other infrastructure improvements are detailed in the Servicing Agreement section of the Rezoning Considerations (Attachment 6).

Private Utilities: Undergrounding of Hydro service lines is required.

Transportation Network: The CCAP encourages completion and enhancement of the City street and lane network. Based on the City's road network objectives and the submitted Traffic Impact Analysis (TIA) frontage and off-site street, lane and intersection improvements are as follows.

- No. 3 Road: The No. 3 Road vehicle lane widths will remain the same. The back-of-curb cross-section will be widened to accommodate a boulevard, bikeway, greenway and sidewalk, all of which are intended to support an enhanced public realm. A property dedication is required.
- Anderson Road: The Anderson Road vehicle and back-of-curb cross-section widths will remain the same. No dedications are required. The finishing of the back of curb areas will be upgraded, including the frontage of 8111 Anderson Road, to establish a consistent frontage design between No. 3 Road and Buswell Street.
- North-South Lane: Development of a formalized north-south lane system to the east of No. 3 Road will begin with the creation of a new north-south connection through the subject site. Because of the configuration of the site and building, this connection will occur at ground level only and will be secured as a volumetric statutory right of way (SRW). The connection is designed to be used by cars, trucks and pedestrians.
- East-West Lane: There is an evolving east-west lane system running from Buswell Street to the site. The proposed development will contribute to this system with a 3.0 m land dedication from the north east edge of the site along with associated frontage improvements. (Note: Additional contributions to the interim functioning of the evolving east-west lane system are discussed in Analysis, Section C.2 – *Site Access-Off-site*).
- Transportation Impact Analysis Measures (TIA): Based on the findings of the TIA study, various off-site improvements are required as follow.
  - pedestrian upgrades at the No. 3 Road and Anderson Road intersection including:
    - upgrade the crosswalks at the intersection with decorative stamped asphalt treatment and yellow tactile warning pavers at the curb ramps to improve visibility and accessibility of crosswalks;
  - pedestrian upgrades at the Anderson Road and Buswell Road intersection including:
    - installation of two special crosswalk signals (side-mounted) with APS for the north and south legs of the intersection and service panel; pedestrian detection and communications conduit, cable and junction boxes;
    - add new curb ramps on east side per City Engineering Design Specification standards with tactile warning strips; and
  - street sign upgrades at the Granville Avenue and Buswell Street intersection including:
    - upgrade intersection with illuminated street name signs.

Parks and Open Space Network: The CCAP identifies No 3 Road as part of the City's greenway system. The No. 3 Road back-of-curb cross-section accommodates greenway functions.

Public Realm Design – No. 3 Road: Detailed design development of the required frontage improvements will be undertaken through the Development Permit and Servicing Agreement processes. The preliminary public realm plan for the subject development (Attachment 8) shows

the proposed locations and designs for various paths, spaces, hard and soft landscape, street furnishings and finishing. However, as the CCAP envisions an “art walk” along No. 3 Road from the Canada Line Station to Granville Ave., staff are hoping to work with current developers and/or a consultant to develop a comprehensive public realm vision that unifies and celebrates the Brighthouse Village Centre and the Brighthouse section of the No. 3 Road corridor.

**Public Realm Design - North-South Lane SRW:** The proposed north-south lane runs through the middle of the ground level of the proposed development. To encourage pedestrian use, increase safety and reduce the visual impact of a large opening in the streetwall, the applicant proposes an enhanced design treatment on the ground, walls and ceiling using coloured concrete banding interspersed with embedded lighting. The enhanced design will be implemented through the Development Permit and Servicing Agreement processes.

## 2. Affordable Housing

The CCAP Implementation Strategy, in conjunction with the Affordable Housing Strategy, provides for density bonusing to achieve low end market rental units in residential and mixed use development of 80 or more units. Where there are fewer than 80 units, cash-in-lieu may be provided.

**Low End Market Rental Housing (LEMR):** Although the proposed development is less than 80 units, the developer has chosen to provide the affordable housing on-site. The proposal includes a total of five (5) LEMR units, with a combined floor area of 395.7 m<sup>2</sup> (4,259.28 sq.ft.) which is 5% of the residential floor area. The proposed LEMR unit allocation includes:

| Unit Type  | Affordable Housing Strategy Requirements |                               |                                    | Project Targets (2) |            |
|------------|------------------------------------------|-------------------------------|------------------------------------|---------------------|------------|
|            | Minimum Unit Area                        | Maximum Monthly Unit Rent (1) | Total Maximum Household Income (1) | Unit Mix            | # of Units |
| Bachelor   | 37 m <sup>2</sup> (400 ft <sup>2</sup> ) | \$850                         | \$34,000 or less                   | 0%                  | 0          |
| 1-Bedroom  | 50 m <sup>2</sup> (535 ft <sup>2</sup> ) | \$950                         | \$38,000 or less                   | 40%                 | 2          |
| 2- Bedroom | 80 m <sup>2</sup> (860 ft <sup>2</sup> ) | \$1,162                       | \$46,500 or less                   | 60%                 | 3          |
| 3-Bedroom  | 91 m <sup>2</sup> (980 ft <sup>2</sup> ) | \$1,437                       | \$57,500 or less                   | 0%                  | 0          |
| TOTAL      |                                          | N/A                           | N/A                                | 100%                | 5          |

(1) May be adjusted periodically, as provided for under adopted City policy.

(2) 100% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.

The units will be secured with a housing agreement which will include terms regarding the integration of the affordable units with the market units; tenant access to the indoor and outdoor common amenity areas; and, provision of affordable parking spaces at no additional charge.

## 3. Community Amenities

The CCAP Implementation Strategy includes density bonusing and other measures to support community enhancements that are desirable in the context of City Centre densification. The proposed rezoning includes offers to contribute to the following community amenities in accordance with the OCP.

**Child Care:** The proposed rezoning is located in the Brighthouse Village Specific Land Use Map “T6” area and is subject to a density bonus provision requiring that one percent (1%) of the residential floor area (excluding affordable housing floor area) be provided to the City in the

form of child care space or a cash-in-lieu contribution to the Childcare Development Reserve Fund and Childcare Operating Contributions accounts (90% and 10% respectively). Community Services staff have reviewed the location of the development and the potential for child care in the available floor area and recommend that the City accept a total cash-in-lieu contribution based on the finished value of the space (a minimum of \$515,105.15 calculated using the proposed floor area  $[0.01 \times 7,361.8 \text{ m}^2 \times \$6,997/\text{m}^2]$ ).

Community Facilities: The proposed rezoning is located in the Brighthouse Village Specific Land Use Map “Village Centre Bonus (VCB)” area and incorporates a VCB density increase of 0.83 FAR. Five percent (5%) of this area is expected to be provided back to the City in the form of community amenity space or a cash-in-lieu contribution to the City Centre Facility Development Fund (100%). Community Services staff have reviewed the location of the development and the potential for community amenities in the limited floor area (202.6  $\text{m}^2$ ) and recommend that the City accept a cash-in-lieu contribution based on the finished value of the space (a minimum of \$1,417,398.31 calculated using the proposed floor area  $[0.05 \times .83 \times 4,881.26 \text{ m}^2 \times \$6,997/\text{m}^2]$ ).

Community Planning: The proposed rezoning is subject to a community planning implementation contribution to the CC-Community Planning and Engineering account contribution for future community planning (a minimum of \$50,304.72 calculated using the proposed floor area  $[18,700.64 \text{ m}^2 \times \$2.69/\text{m}^2]$ ).

Public Art: The CCAP looks to public art to enrich and animate the public realm. The subject site is located on No. 3 Road between Granville Avenue and the Brighthouse Canada Line Station, an area specifically identified for development of an “art walk” in the public and adjacent private realm. Community Services staff have considered public art contribution options for this area and recommend that the City accept a cash-in-lieu contribution to the Public Art Provision account (15%) and the Public Art Reserve account (85%) so that a co-ordinated approach for the full length of the art walk (Granville Avenue to the Canada Line Station) can be pursued. The public art contribution is calculated on both the commercial and residential space (a minimum of \$114,861.64 calculated using the proposed floor areas  $[10,943.14 \text{ m}^2 \times \$4.63/\text{m}^2 + 7361.8 \text{ m}^2 \times \$8.72/\text{m}^2]$ ).

## C. Other CCAP Development Policies

### 1. Households and Housing

Seniors and Special Needs: The CCAP encourages inclusion of seniors and special needs housing close to shops, services, transit and community amenities. The proposed development is consistent with the policy and includes a variety of independent living unit types to support aging in place and different ability needs.

| Type                                   | Affordable | Market | Intent                                                                   | Standard            |
|----------------------------------------|------------|--------|--------------------------------------------------------------------------|---------------------|
| Aging in Place                         | 0          | 66     | - support mobility and usability                                         | Per OCP             |
| Adaptable +<br>Basic Universal Housing | 4          | 4      | - reno potential for wheelchair plus<br>added floor area for manoeuvring | Per BCBC<br>and RZB |
| Barrier Free                           | 1          | 0      | - move in with wheelchair<br>- includes basic universal housing          | Per BCDH            |

## 2. Transportation

Site Access: Pedestrian and vehicular access is provided as follows.

- Site Access - On-site: Pedestrian access is provided to individual shop fronts on the two street frontages, to an office lobby on No. 3 Road and to a residential lobby on Anderson Road. Vehicular access is provided via the new north-south lane SRW, which can be entered from Anderson Road on the south and from the evolving east-west lane system on the north.
- Site Access - Off-site: The applicant is proposing to utilize the evolving east-west lane system on the north side of the site to support truck movement. To establish a functional lane width, the current dedicated portions of the lane must be supplemented with statutory rights of way (SRWs) on various properties to the north of the subject site. Provision of the SRWs as well as interim upgrades such as curbing and paving are a consideration of rezoning.

Parking and Loading: The proposal addresses the City's parking and loading policy objectives as follows.

- Parking: The proposed parking rates are consistent with the parking provisions of the Richmond Zoning Bylaw including the opportunity to reduce parking in conjunction with transportation demand management (TDM) measures. A 10% TDM reduction is proposed for the commercial (retail) parking and the following TDM measures are offered.
  - On-Site Measures: Proposed on-site measures, to be implemented through the DP, include:
    - end of trip facilities for the commercial uses; and
    - provision of two EV quick-charge car share spaces within the development with cars provided and managed for a minimum of three years by a car share company.
  - Off-Site Measures: Proposed off-site measures, to be implemented through the SA, include:
    - back of curb frontage improvements across the width of 8111 Anderson Road to match those of subject site;
    - lane improvements including installation of a 1.5 m sidewalk along the north side of 8111 Anderson Road; and
    - a contribution of \$50,000 to future upgrading of the traffic signal at Park Road and Buswell Street.
- Loading: The proposed development is consistent with the Richmond Zoning Bylaw loading provisions for medium and large size trucks. An agreement regarding shared commercial/residential use of the medium size truck spaces is required.

Electric Vehicles: The OCP supports integration of new vehicle technologies that reduce use of non-renewable energy. The proposed rezoning will incorporate EV charging into 20% of the residential parking stalls, prepare a further 25% of the residential parking stalls for future installation of EV charging and provide EV charging for 1 per 10 Class 1 bicycle spaces.

## 3. Ecology and Adaptability

Living Landscape: The CCAP looks to development to support and enhance ecological functioning in City Centre through the creation of a continuous and interconnected landscape

system. The proposed development will contribute to the ecological network through a number of measures including:

- retention of existing street trees along No. 3 Road;
- addition of street trees along Anderson Road;
- provision of soft landscape areas in the back-of-curb public realm areas of No. 3 and Anderson Roads that will be designed as multi-layered habitats complete with trees;
- provision of extensive soft landscape, including trees, in the development's common outdoor amenity areas, which are located on multiple floor levels and the residential roof level; and
- provision of intensive/extensive green roofs on other roof levels.

Further review of the landscape proposal will occur with the Development permit process.

Greening of the Built Environment: The proposed development will be designed to achieve a sustainability level equivalent to the Canada Green Building Council LEED Silver certification.

#### **4. Development Concept Review**

The CCAP includes a variety of policies intended to shape development to be livable, functional and complementary to the surrounding public and private realm. Those policies most critical to the development concept at the rezoning stage are reviewed below.

Massing Strategy: The massing of the proposed development is arranged to reflect the allocation of uses on the site and is consistent with the general objectives of the CCAP. Double height retail spaces line both street frontages at the ground level. The office uses are primarily located in a 46.9 m (GSC) high "tower" building that overlooks both No. 3 Road and the interior podium level courtyard. The residential uses are primarily located in a 33.6 m (GSC) high "midrise" building that overlooks Anderson Road and the interior podium-level courtyard. The tower and midrise are set in a lower scale podium base, which is sized, in the case of No. 3 Road, to establish a strong and continuous streetwall on the block face, and, in the case of Anderson Road, to have a more residential scale that will step back in sync with the existing mixed use development to the east. Loading and five levels of parking are located within the podium, along with the north-south lane SRW.

Adjacencies: The relationship of new development to adjacent public and private properties is assessed with the intent that negative impacts are reduced and positive ones enhanced.

- Public Adjacencies: The overall massing arrangement, which pushes the bulk of the building floor area toward the street edges, helps establish comfortable street cross-section proportions on No.3 Road and Anderson Road, both of which are "wider-than-typical" streets. Street animating uses, with large window areas and opportunities for sunny outdoor patios, are located along both streets and weather protection is provided.
- Private Adjacencies: The proposed development is massed to locate the densest and highest forms away from adjacent sites. For future development to the north, this reduces shadowing and overlook impacts and increases tower location options. For existing development to the east (8111 Anderson Road), this optimizes light access and outlook for most of the residential units in the development.

- Common Property Line Interfaces: Because the design of the proposed development anticipates a similar podium and tower style development on the site to the north, there is a long wall on the shared property line. The applicant proposes to embellish this wall with a combination of architectural concrete, painted concrete and metal mesh panels to provide “interim” visual interest. The property line interface with the property to the east is not visible as the podium of the subject development steps along with the podium of the adjacent development.

DP Guidelines: Additional review of the following building features will occur through the Development Permit Application process.

- Parking and Loading: A draft functional plan showing internal truck manoeuvring has been provided and will be finalized through the DP process.
- Waste Management: A draft waste management plan has been submitted and will be finalized through the DP process.
- Rooftop Equipment: Rooftop mechanical equipment and building mounted telecom equipment can be unsightly when viewed from the ground and from surrounding buildings. To prevent diminishment of both the architectural character and the skyline, a more detailed design strategy for rooftop equipment/enclosures is required.
- Common Amenity Spaces: The proposed indoor and outdoor common amenity space areas slightly exceed the OCP and CCAP DP Guidelines expectations, as tabulated in the Development Application Data and Floor Area Summary (Attachment 4). A legal agreement stipulating that all amenity spaces be available to all tenants is a requirement of rezoning. Review of the proposed amenity space programming and landscaping will occur with the DP process.
- Private Amenity Spaces: The City has adopted guidelines for the provision of private outdoor space for residential uses. Assessment of the proposed private amenity areas will be undertaken within the DP process.
- 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 natural access, natural surveillance, defensible space and maintenance measures will be reviewed within the development permit process.
- Accessibility: In addition to providing a variety of accessible units (per Analysis, Section C.1 – Households and Housing), the proposed development will be required to provide good site and building accessibility and visitability. Provision of a checklist along with design implementation will occur within the development permit process.

Form and Character: Within the Development Permit Application process, the form and character of the proposed development is assessed against the expectations of the development Permit Guidelines. As a DP Application was submitted shortly after the Rezoning Application, form and character comments have been provided to the applicant by both staff and the Advisory Design Panel. Additional modifications resulting from Council recommendations or further Advisory Design Panel comments will be addressed within the Development Permit approval process.

## **D. City-wide Policies**

### **1. Tree Retention, Protection and Replacement**

Off-site Trees: Three existing street trees located on No. 3 Road are proposed to be retained and a fourth to be removed to accommodate intersection visibility and bike lane integration. The other two trees are located on adjacent frontages and will be protected. A contribution of \$1,300 to the City's Tree Compensation Fund for the removed tree is a consideration of rezoning.

Tree Management Plan: The applicant has submitted a tree management plan which identifies the six off-site trees and related tree protection measures. Further, the applicant has submitted a Certified Arborist Memo concerning the No. 3 Road street trees that includes recommendations for management of upheaval due to the root system.

Tree Protection: Due to concerns about sidewalk buckling, the No. 3 Road sidewalk was recently repaved on the instructions of Engineering staff. This work, which included pruning of the tree roots, may ultimately compromise the viability of the trees. Should the trees require replacement, appropriate contributions will be managed through the Servicing Agreement process. In the meantime, staff recommend proceeding as though the trees will remain viable.

## **E. Land and Legal Interests**

The proposed rezoning will alter the current property boundaries and legal encumbrances as well as create new ones, as summarized below.

Existing Encumbrances: The applicant has provided a Charge Summary and Opinion prepared by a lawyer. The lawyer advises that encumbrances related to various existing Statutory Rights of Way may be removed and that the proposed rezoning does not create other adverse circumstances. There are six SRWs that may be discharged or, where relevant, modified to accommodate new "public right of passage" SRWs to be provided on properties to the north of the subject site (per east-west lane). The SRWs are described in the Rezoning Considerations (Attachment 6).

Subdivision and New Encumbrances: Sketch survey plans showing the preliminary consolidated site dimensions and site area after required dedications, as well as the location, preliminary dimensions and areas of on-site statutory rights of way, easements and encroachments have been provided (Attachment 9).

## **F. Financial Impact**

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as road works, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).


January 10, 2017

-13-

RZ 14-678448

## Conclusion

The application by 1004732 BC Ltd to rezone the properties at 6840 & 6860 No. 3 Road and 8051 Anderson Road in order to develop a high-density, mixed commercial and residential use high rise building is consistent with City objectives as set out in the OCP, CCAP and other City policies, strategies and bylaws. The public realm and built form designs will set a high standard for redevelopment of the Brighthouse Village No. 3 Road "art walk" corridor and the engineering, transportation and parks improvements, along with the in-kind and in-lieu density bonusing contributions provided by the developer, will help to address a variety of community needs. On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9510 be introduced and given first reading.



Janet Digby, Architect AIBC  
Planner 3

JD:rg

- Attachment 1: Rezoning Map
- Attachment 2: Location Map (Aerial)
- Attachment 3: City Centre Brighthouse Village Specific Land Use Map
- Attachment 4: Development Application Data (per applicant)
- Attachment 5: Rezoning Proposal Conceptual Plans (per applicant)
- Attachment 6: Rezoning Considerations
- Attachment 7: Advisory Design Panel Minutes (per ADP)
- Attachment 8: Subject Site Public Realm Concept Plan (per applicant)
- Attachment 9: Sketch Survey Plans (Subdivision)  
Sketch Survey Plans (SRWs)

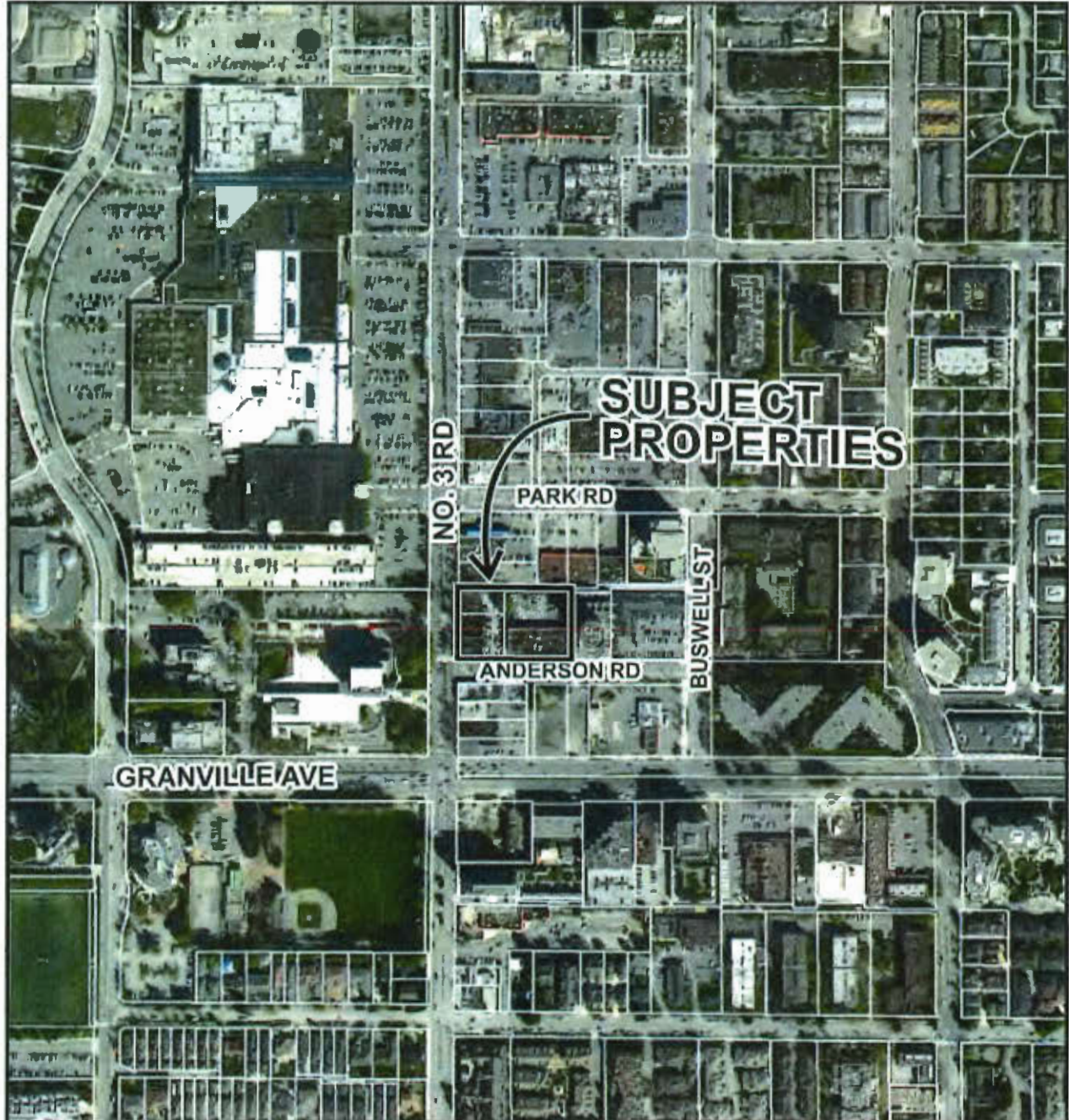
Enclosure





City of  
Richmond

ATTACHMENT 2



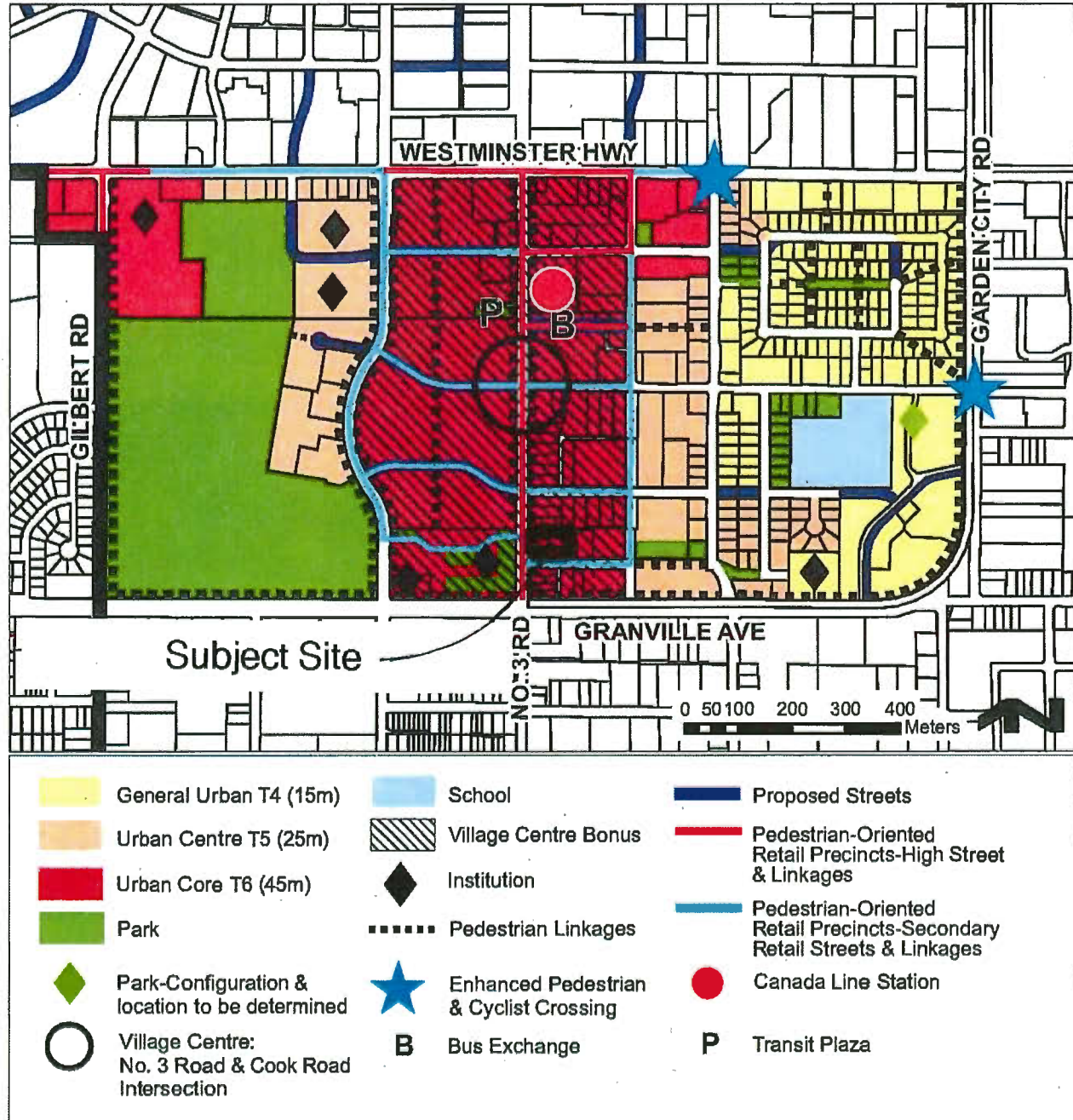
RZ 14-678448

Original Date: 01/12/15

Revision Date

Note: Dimensions are in METRES

### Specific Land Use Map: Brighthouse Village (2031)





## Development Application (RZ) Data and Floor Area Summary

| RZ 14-678448      |                                                                                     |
|-------------------|-------------------------------------------------------------------------------------|
| Address:          | 6840 and 6860 No 3 Road and 8051 Anderson Road                                      |
| Owner/Applicant:  | 1004732 BC Ltd / 1004732 BC Ltd                                                     |
| Planning Area(s): | City Centre Area Plan – Brighthouse Village – T6 (45m) – VCB Overlay – Sub-Area B.4 |
| Other Area(s):    | Aircraft Noise Sensitive Use Area 4 – Flood Construction Level Area A               |

| RZ 14-678448                                            | Existing                | Proposed                 |
|---------------------------------------------------------|-------------------------|--------------------------|
| OCP Designation:                                        | Downtown Mixed Use      | Downtown Mixed Use       |
| Land Uses:                                              | Commercial              | Commercial & Residential |
| Zoning:                                                 | CDT1                    | ZMU31                    |
| Site Area (before and after dedications):               | 5,219.39 m <sup>2</sup> | 4,778.50 m <sup>2</sup>  |
| Net Development Site Area (for floor area calculation): | N/A                     | 4,881.26 m <sup>2</sup>  |
| Number of Residential Units:                            | 0                       | 75                       |

| RZ 14-678448                                                       | Proposed Site Specific Zone | Proposed Development     | Variance |
|--------------------------------------------------------------------|-----------------------------|--------------------------|----------|
| Base FAR (max):                                                    | 3.00                        | 3.00                     |          |
| Village Centre Bonus (VCB) (max):                                  | 0.85                        | 0.83                     |          |
| Commercial FAR (max):                                              | 2.25                        | 2.24                     |          |
| Residential FAR (max):                                             | 1.60                        | 1.59                     |          |
| Total FAR (max):                                                   | 3.85                        | 3.83                     |          |
| Indoor Amenity Space FAR Increase (max):                           | 0.1                         | 0.03                     |          |
| Floor Area Gross (not including parking):                          | n/a                         | 19,037.00 m <sup>2</sup> |          |
| Floor Area FAR (max):                                              | 19,525.04 m <sup>2</sup>    | 18,700.64 m <sup>2</sup> |          |
| Lot Coverage (max.):                                               | 90%                         | 64%                      |          |
| Setback – Front Yard (min):                                        | 3.8 m/0.8 m                 | 3.89 m/0.84 m            |          |
| Setback – Exterior Side Yard (min):                                | 3.8 m/1.5 m                 | 4.01 m/1.52 m            |          |
| Setback – Interior Side Yard (min):                                | 0.0 m                       | 0.0 m                    |          |
| Setback – Rear Yard (min):                                         | 0.0 m                       | 0.0 m                    |          |
| Height Dimensional (geodetic) (max):                               | 47 m                        | 46.94 m                  |          |
| Height Accessory (max):                                            | n/a                         | n/a                      |          |
| Subdivision/Lot Size (minimum):                                    | 4780 m <sup>2</sup>         | 4,778.5 m <sup>2</sup>   |          |
| Off-street Parking – Commercial (incl. Accessible, EV, CS) (min):  | 141                         | 155                      |          |
| Off-street Parking – Residential (incl. Accessible, EV, CS) (min): | 75                          | 82                       |          |
| Off-Street Parking – Visitor Parking (shared) (min):               | 15                          | 15                       |          |
| Off-Street Parking – Disabled (Commercial + Residential) (min):    | 4                           | 5                        |          |
| Off-street Parking – Total (incl. Accessible, EV, CS) (min):       | 216                         | 237                      |          |
| TDM Reduction (max):                                               | 10%                         | 10% (commercial only)    |          |
| Tandem Parking Spaces (max):                                       | n/a                         | n/a                      |          |
| Class 1 Bicycle Parking – Commercial (min):                        | 24                          | 24                       |          |
| Class 2 Bicycle Parking – Commercial (min):                        | 35                          | 35                       |          |
| Class 1 Bicycle Parking – Residential (min):                       | 94                          | 94                       |          |
| Class 2 Bicycle Parking – Residential (min):                       | 15                          | 15                       |          |
| Loading – Medium (min):                                            | 3                           | 3                        |          |
| Loading – Large (min):                                             | 2                           | 2                        |          |
| Amenity Space – Common Outdoor (min):                              | 938 m <sup>2</sup>          | 1115 m <sup>2</sup>      |          |
| Amenity Space – Common Child Play (min):                           | 225 m <sup>2</sup>          | 225 m <sup>2</sup>       |          |
| Amenity Space – Common Indoor (min):                               | 100 m <sup>2</sup>          | 135 m <sup>2</sup>       |          |

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|     | Number | Percentage |
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| Yes | 10     | 67%        |
| No  | 5      | 33%        |

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**IFORTUNE Centre Anderson Road**  
8051 Anderson Road  
Richmond, BC  
R2 14-678448 / DP 15-703092  
MODERN USE DEVELOPMENT

### 3D IMAGES

| DATE     | TIME | WAVE | STATION | REMARKS |
|----------|------|------|---------|---------|
| 11/11/14 | 1444 | AS   | US      |         |

A-6.01



ATTACHMENT 5



### 3D VIEW OF BUILDING ADJACENCIES TO THE EAST



ATTACHMENT 5

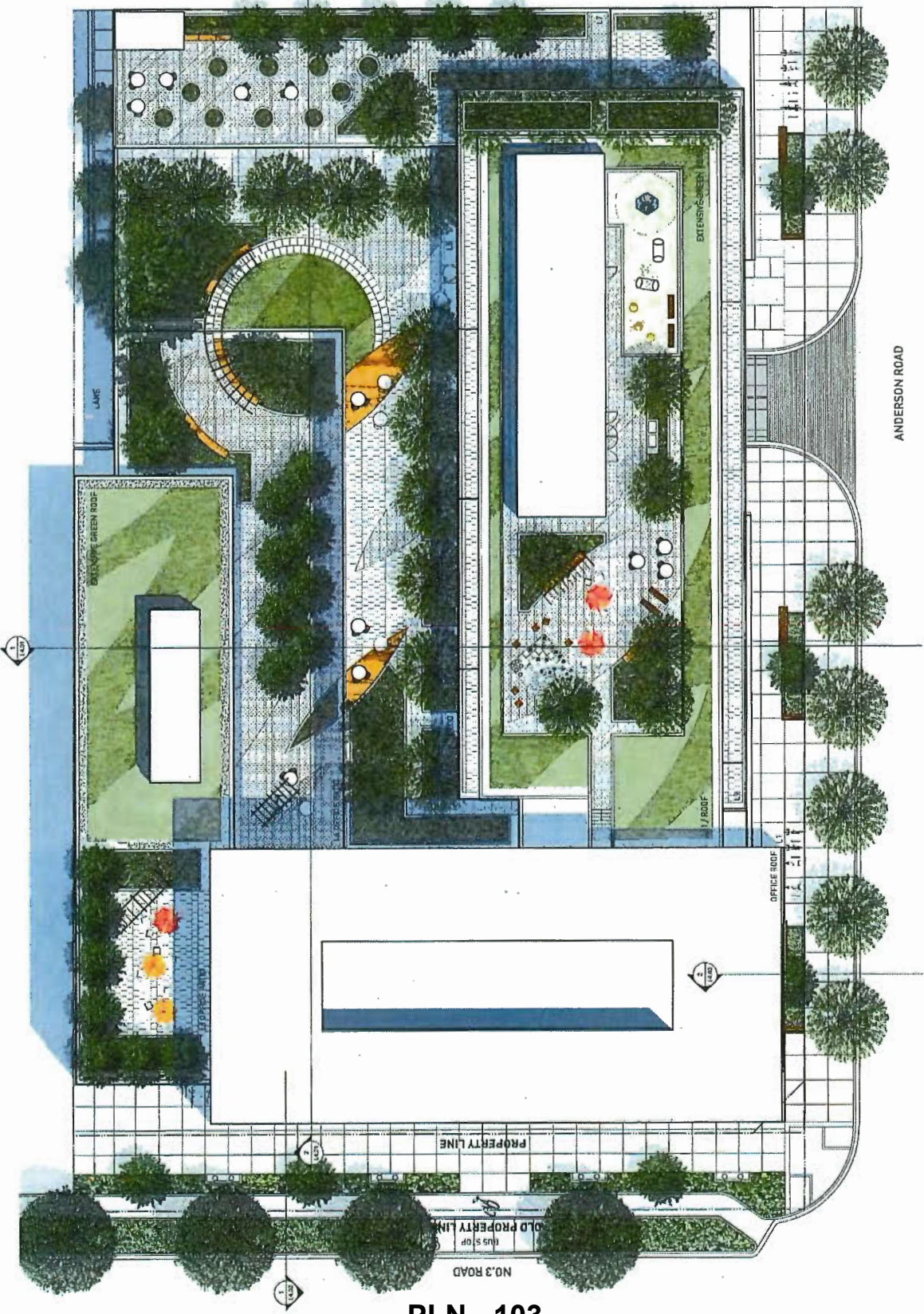
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| 2 | 2023/10/24 | 2023/10/24 |
| 3 | 2023/10/24 | 2023/10/24 |
| 4 | 2023/10/24 | 2023/10/24 |
| 5 | 2023/10/24 | 2023/10/24 |

IFORTUNE CENTRE  
ANDERSON ROAD

RENDER PLAN

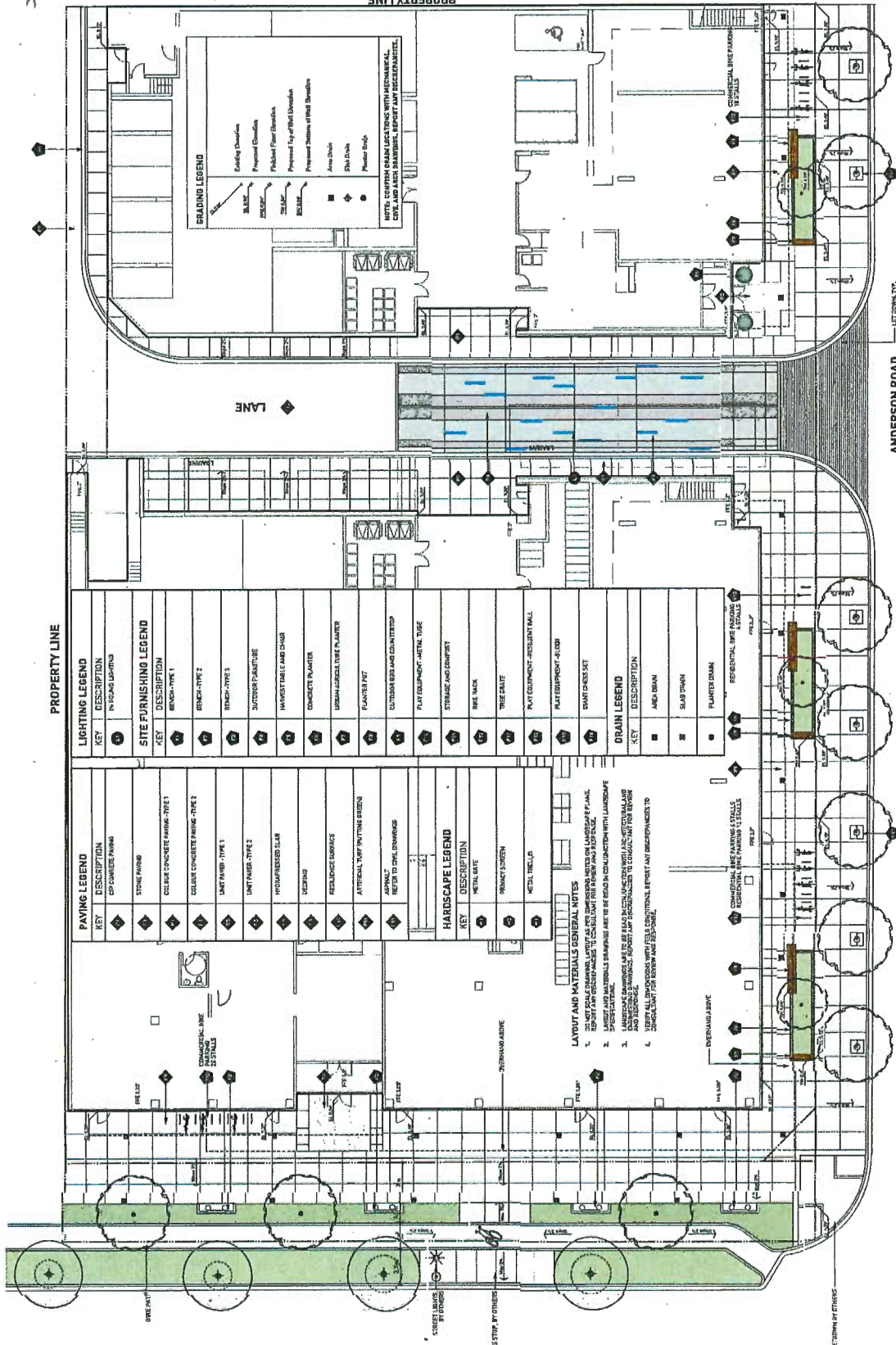
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|---|------------|------------|
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| 2 | 2023/10/24 | 2023/10/24 |
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| 4 | 2023/10/24 | 2023/10/24 |
| 5 | 2023/10/24 | 2023/10/24 |

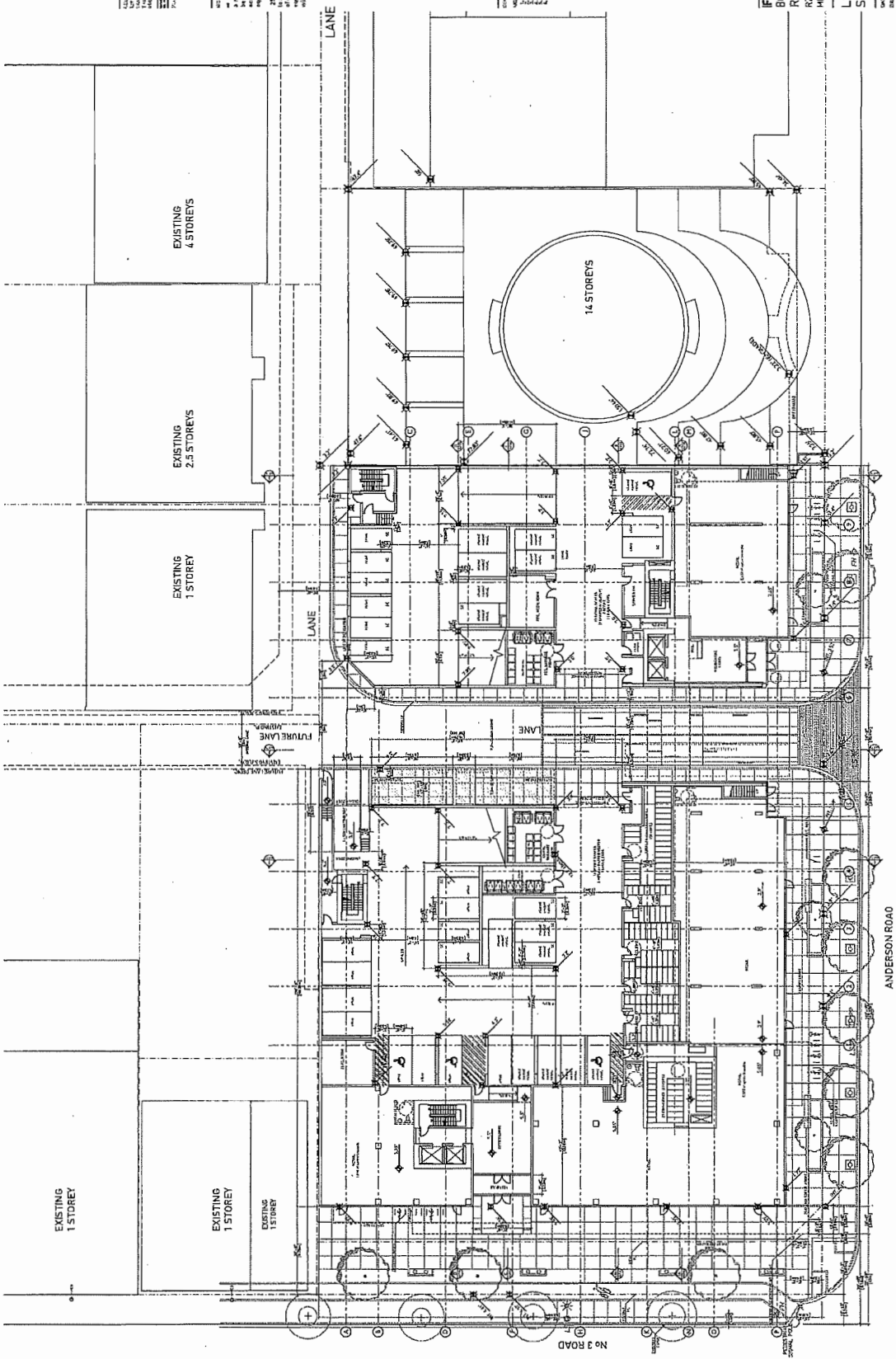
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PLN - 103

ATTACHMENT 5

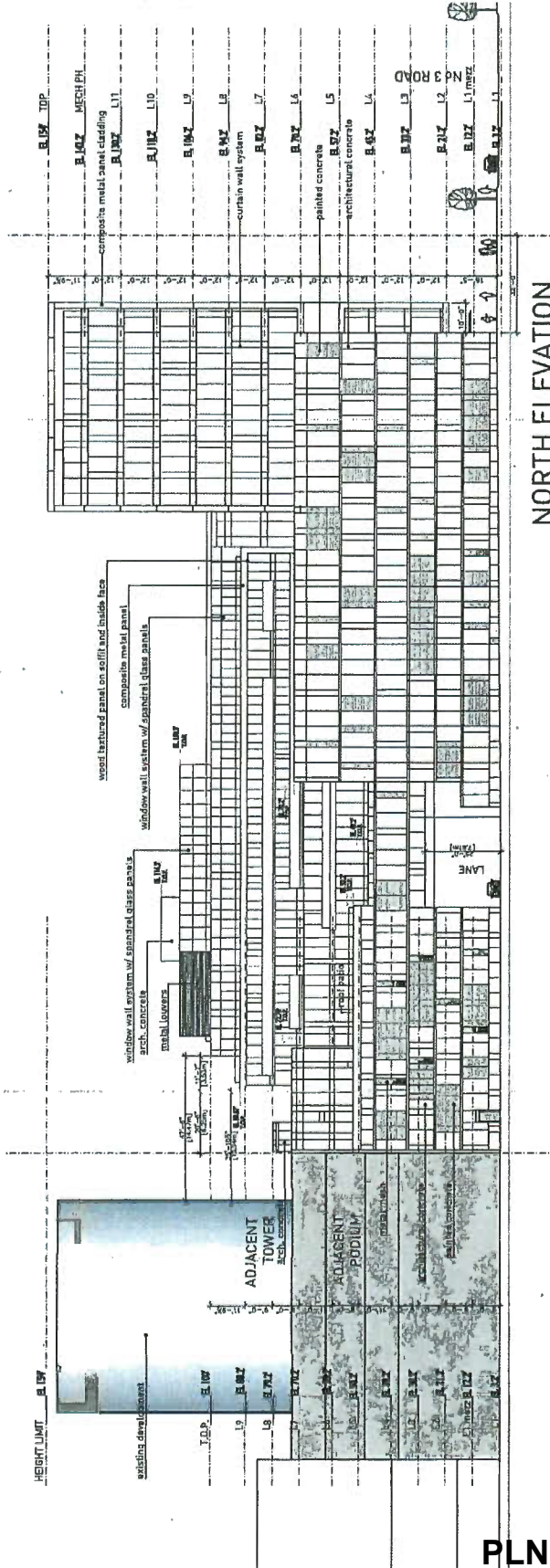




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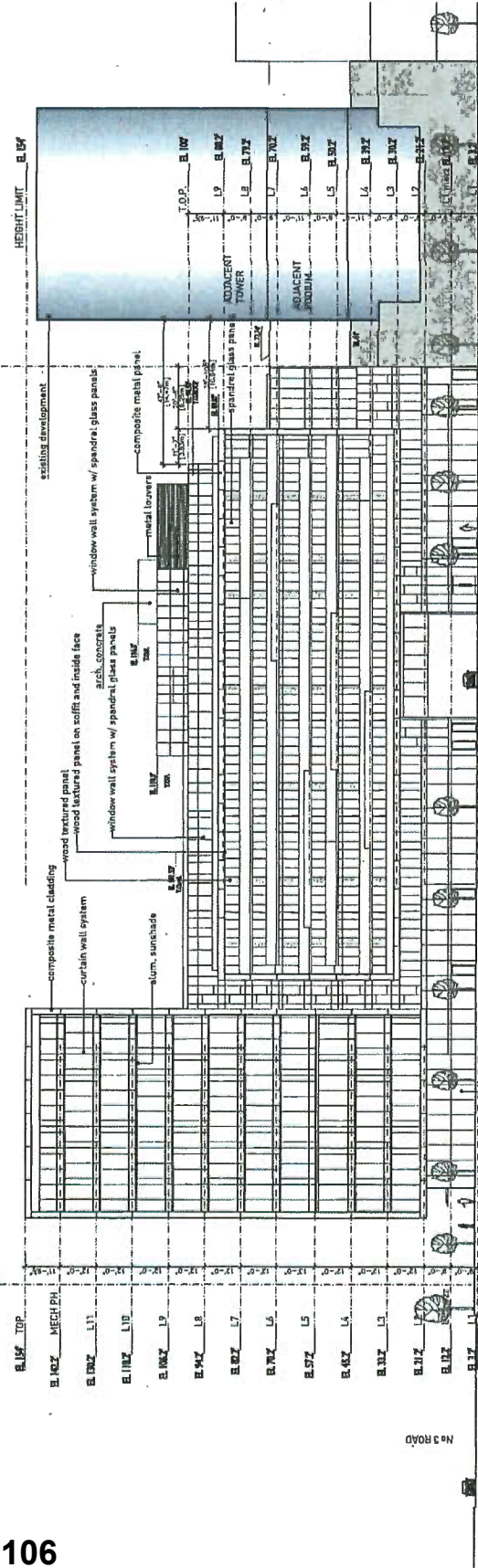
PROJECT: 14-17848 / DP 15-708092  
 DATE: 11/11/2015  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 APPROVED BY: J. HARRIS

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



NORTH ELEVATION

PLN - 106



SOUTH ELEVATION

ATTACHMENT 5

PORTUNE Castro Anderson Road  
 8051 Anderson Road  
 Richmond, BC  
 R2 14-17848 / DP 15-708092  
 MIXED USE DEVELOPMENT

NORTH & SOUTH  
 ELEVATIONS

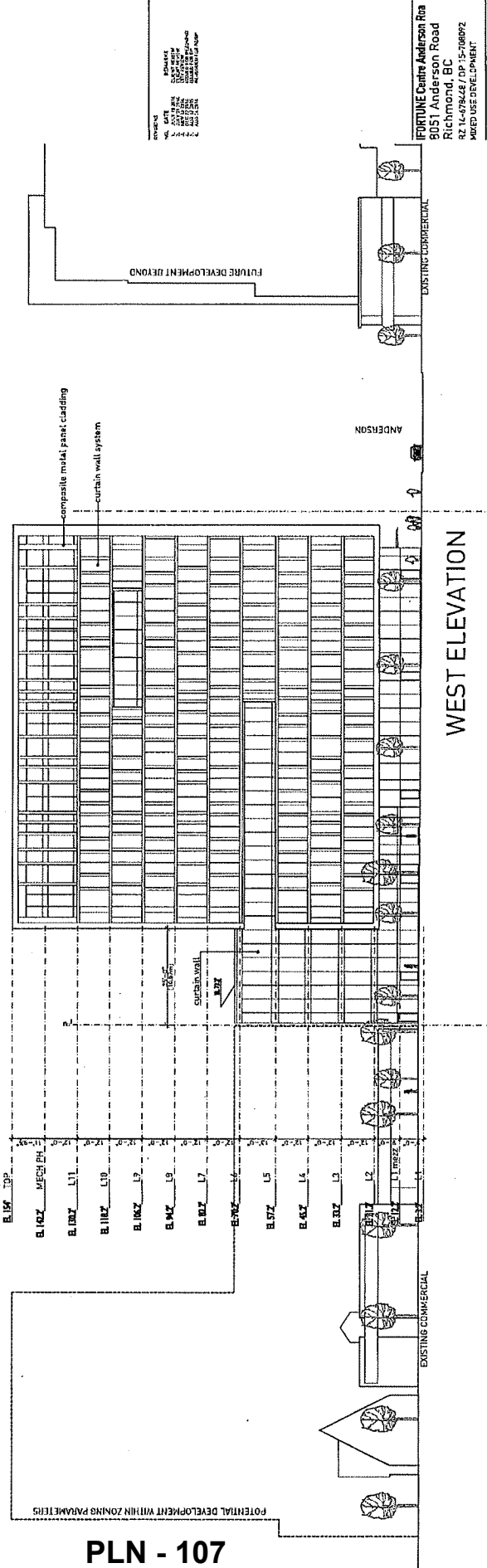
DATE: 11/11/2015  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 APPROVED BY: J. HARRIS

A-4.01

gbl

ARCHITECT  
100 JAMES STREET  
SUITE 200  
ANN ARBOR, MI 48106  
TEL: 734.769.1100  
WWW.GBLARCHITECTS.COM

DATE: 08/15/2017  
BY: [signature]



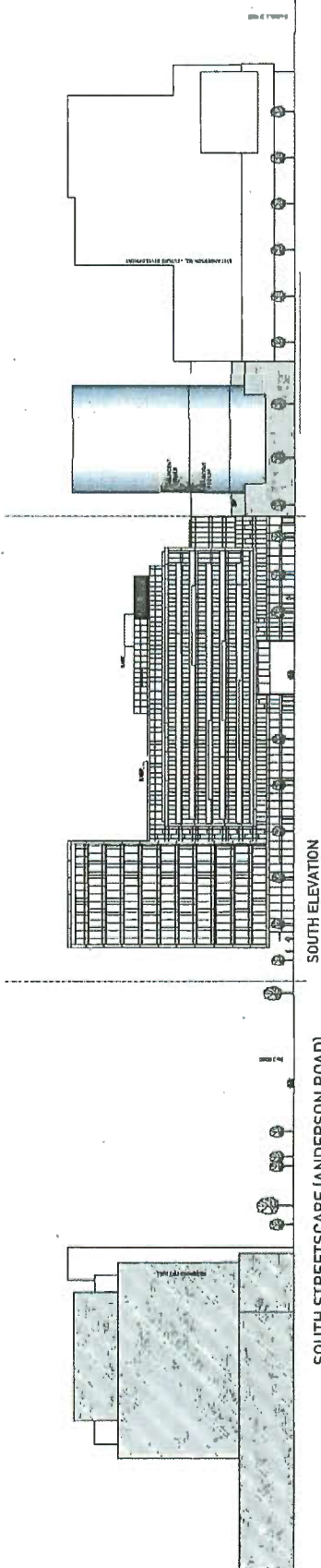
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ATTACHMENT 5

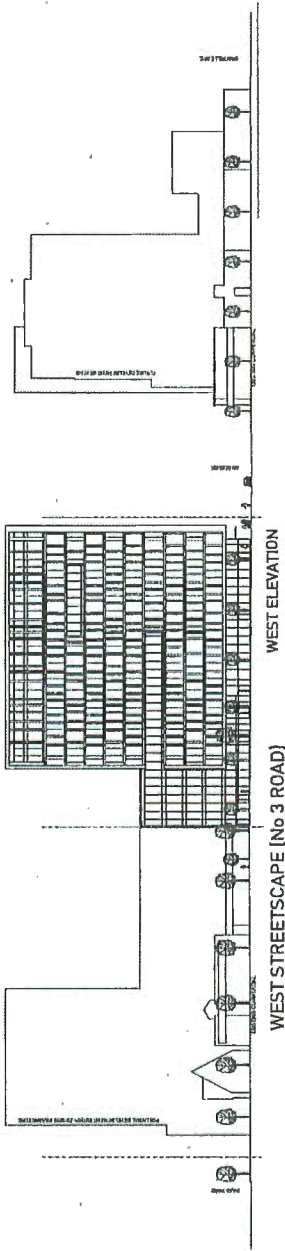
gbl

8051 Anderson Road  
Richmond, BC V6X 3R9  
Tel: 604.273.1111  
Fax: 604.273.1112  
www.gbl.ca

DATE: 10/10/2018  
BY: [Signature]

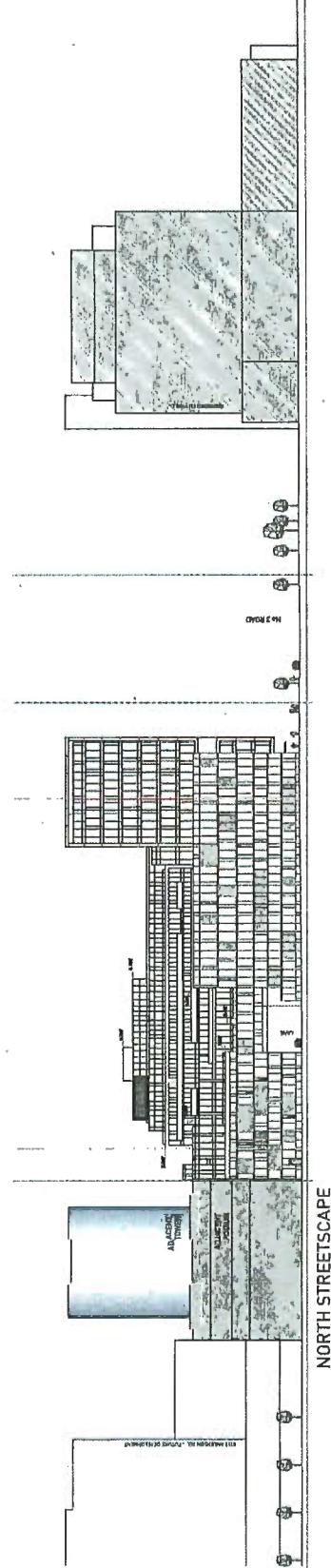


8051 Anderson Road  
Richmond, BC V6X 3R9  
Tel: 604.273.1111  
Fax: 604.273.1112  
www.gbl.ca



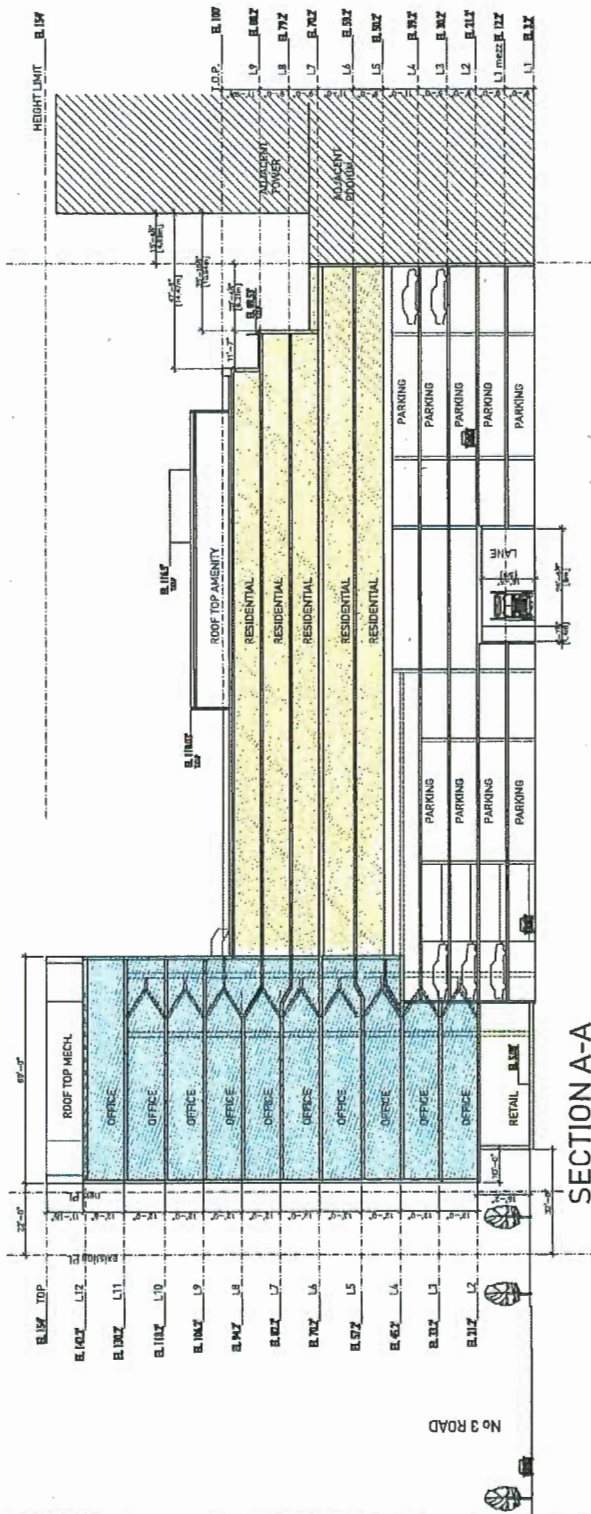
8051 Anderson Road  
Richmond, BC V6X 3R9  
Tel: 604.273.1111  
Fax: 604.273.1112  
www.gbl.ca

DATE: 10/10/2018  
BY: [Signature]

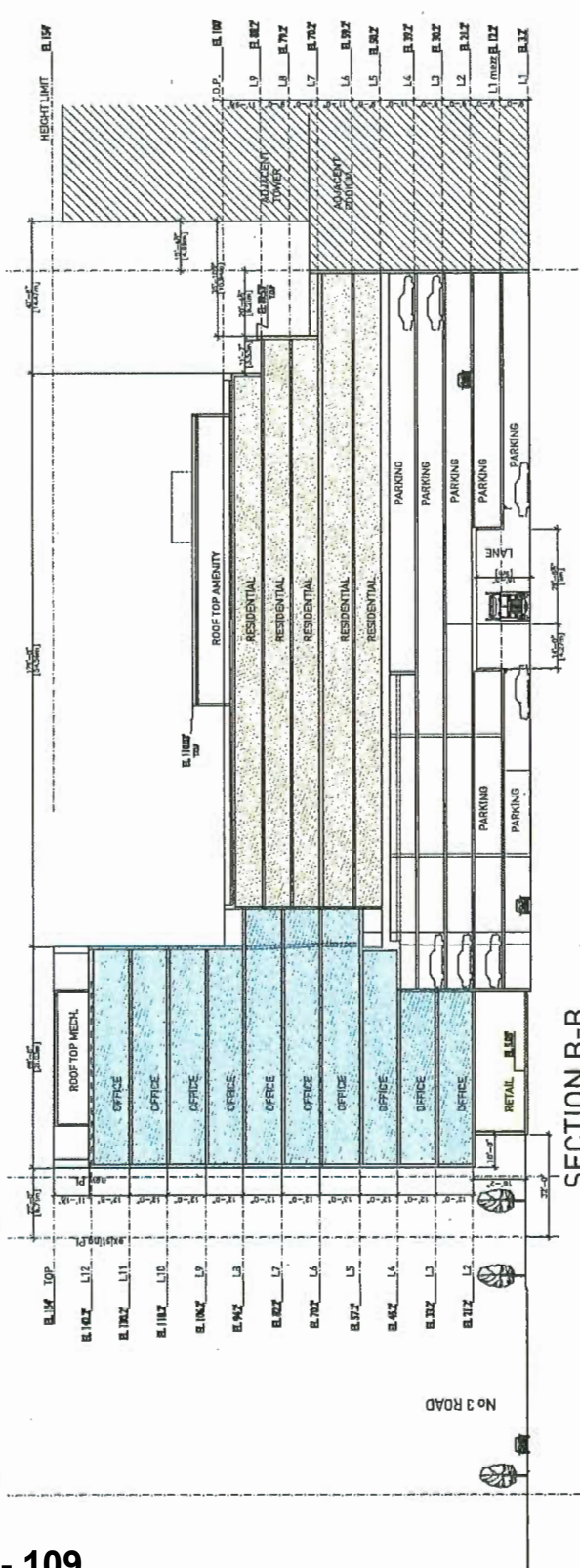


A-4.03

ATTACHMENT 5



SECTION A-A



SECTION B-B

gbl

DATE: 01/11/2017  
PROJECT: 14-170446 / DP 15-70697  
SHEET: 14-170446-01  
DRAWN BY: J. B. B. / J. B. B.  
CHECKED BY: J. B. B. / J. B. B.  
APPROVED BY: J. B. B. / J. B. B.

NOTES:  
1. SEE SHEET 14-170446-02 FOR CONTINUATION.

NOTES:  
1. SEE SHEET 14-170446-02 FOR CONTINUATION.

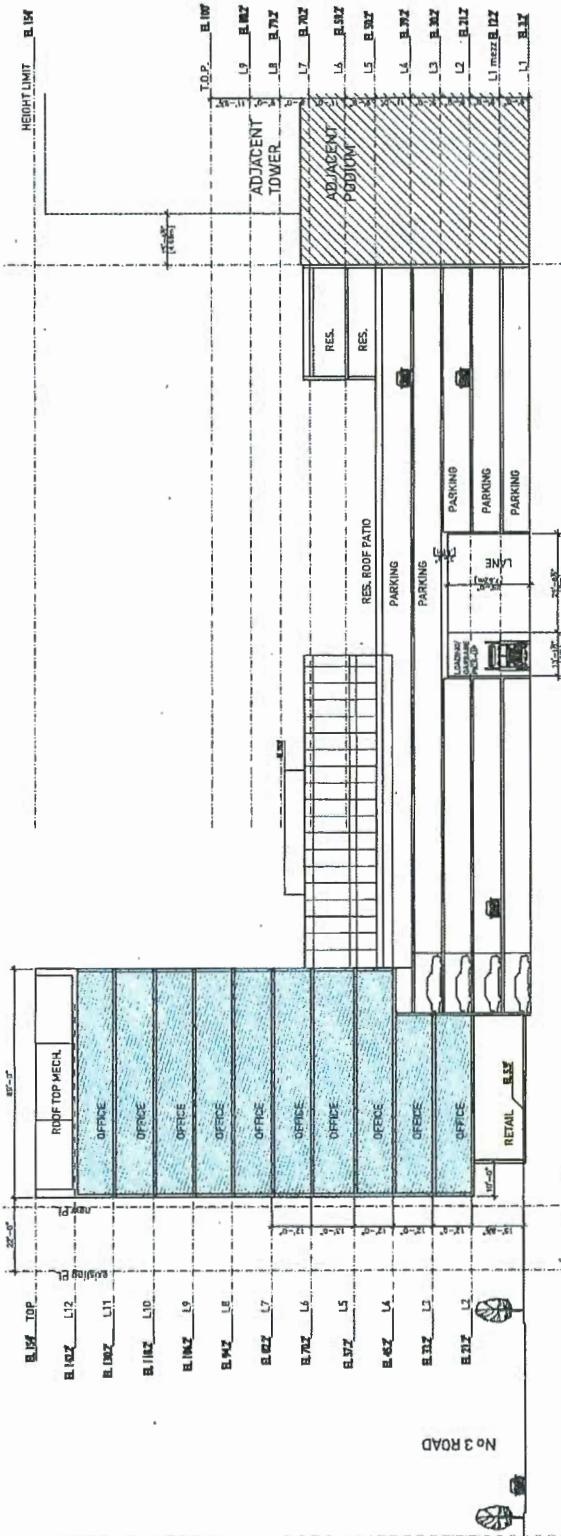


PROJECT: 14-170446 / DP 15-70697  
SHEET: 14-170446-01  
DRAWN BY: J. B. B. / J. B. B.  
CHECKED BY: J. B. B. / J. B. B.  
APPROVED BY: J. B. B. / J. B. B.

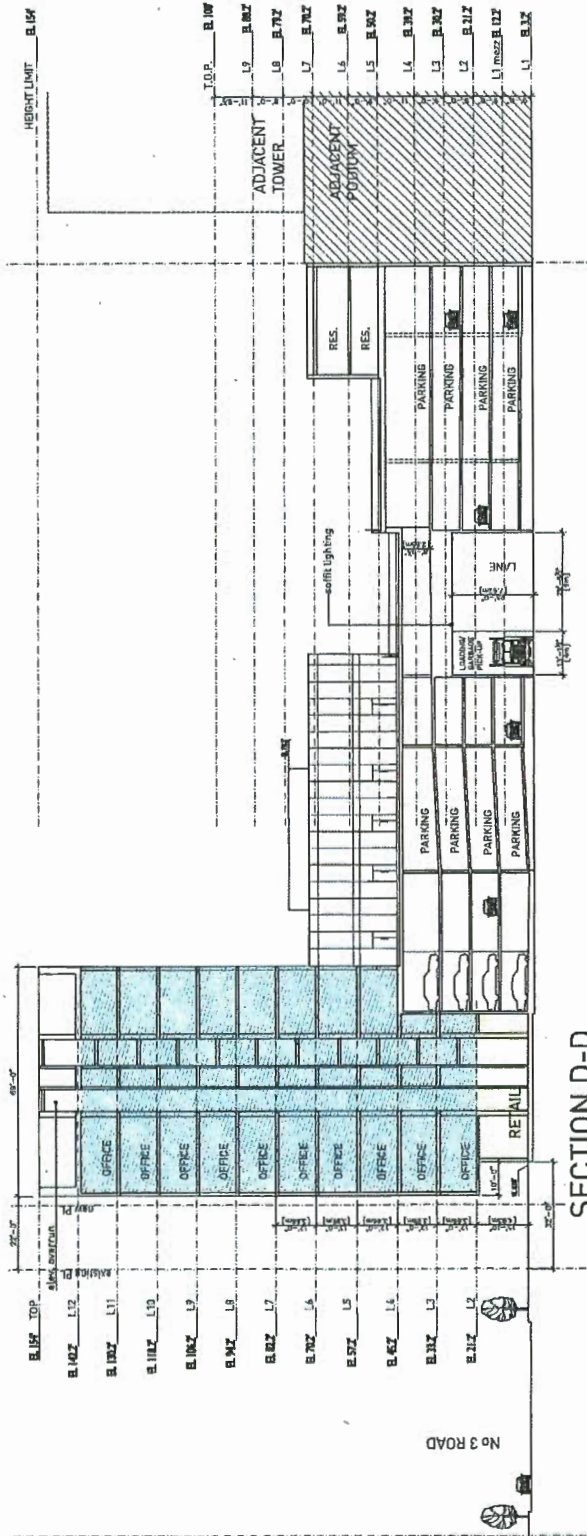
SECTIONS

DATE: 01/11/2017  
PROJECT: 14-170446 / DP 15-70697  
SHEET: 14-170446-01  
DRAWN BY: J. B. B. / J. B. B.  
CHECKED BY: J. B. B. / J. B. B.  
APPROVED BY: J. B. B. / J. B. B.

A-5.02

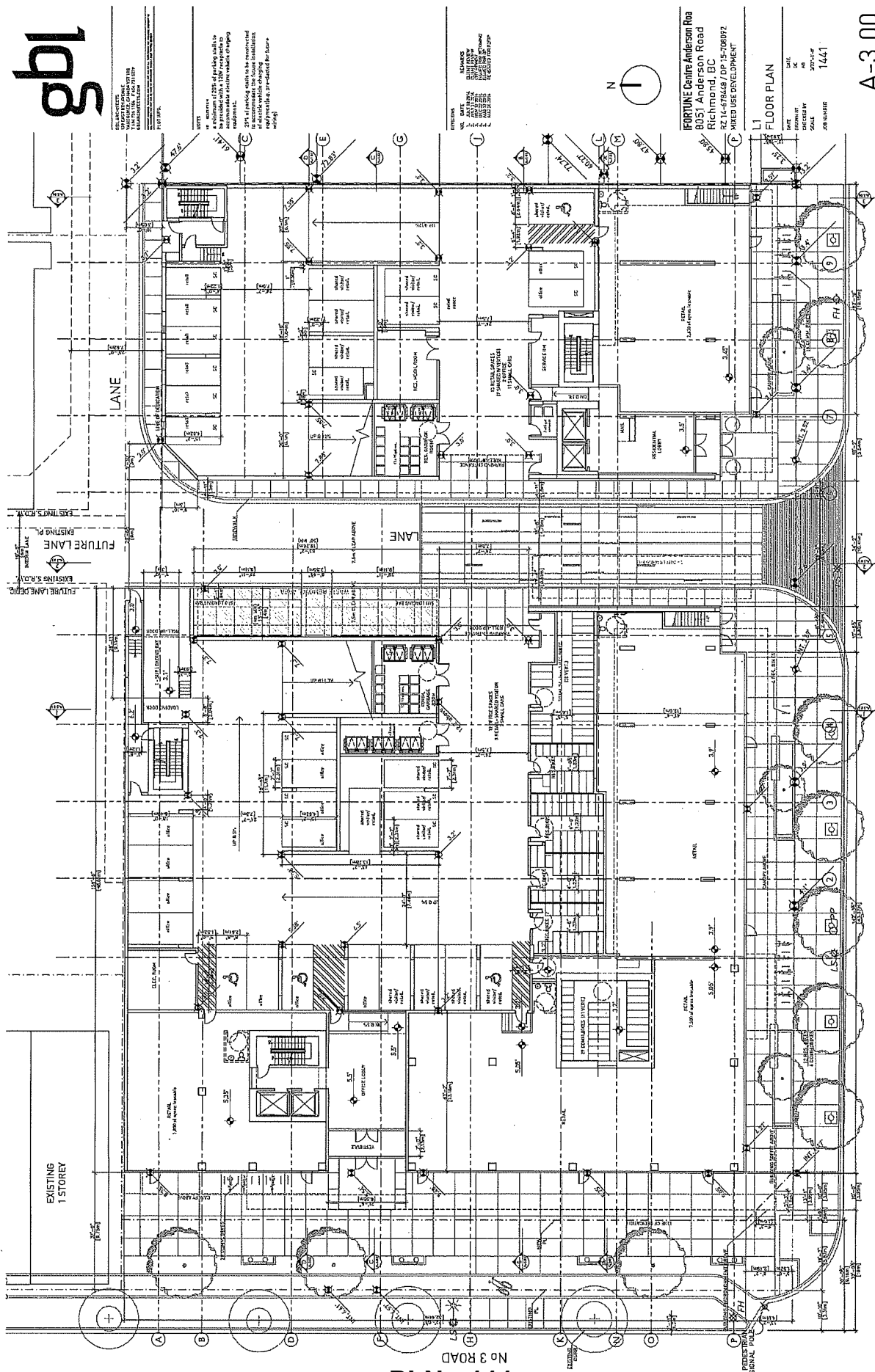


SECTION C-C

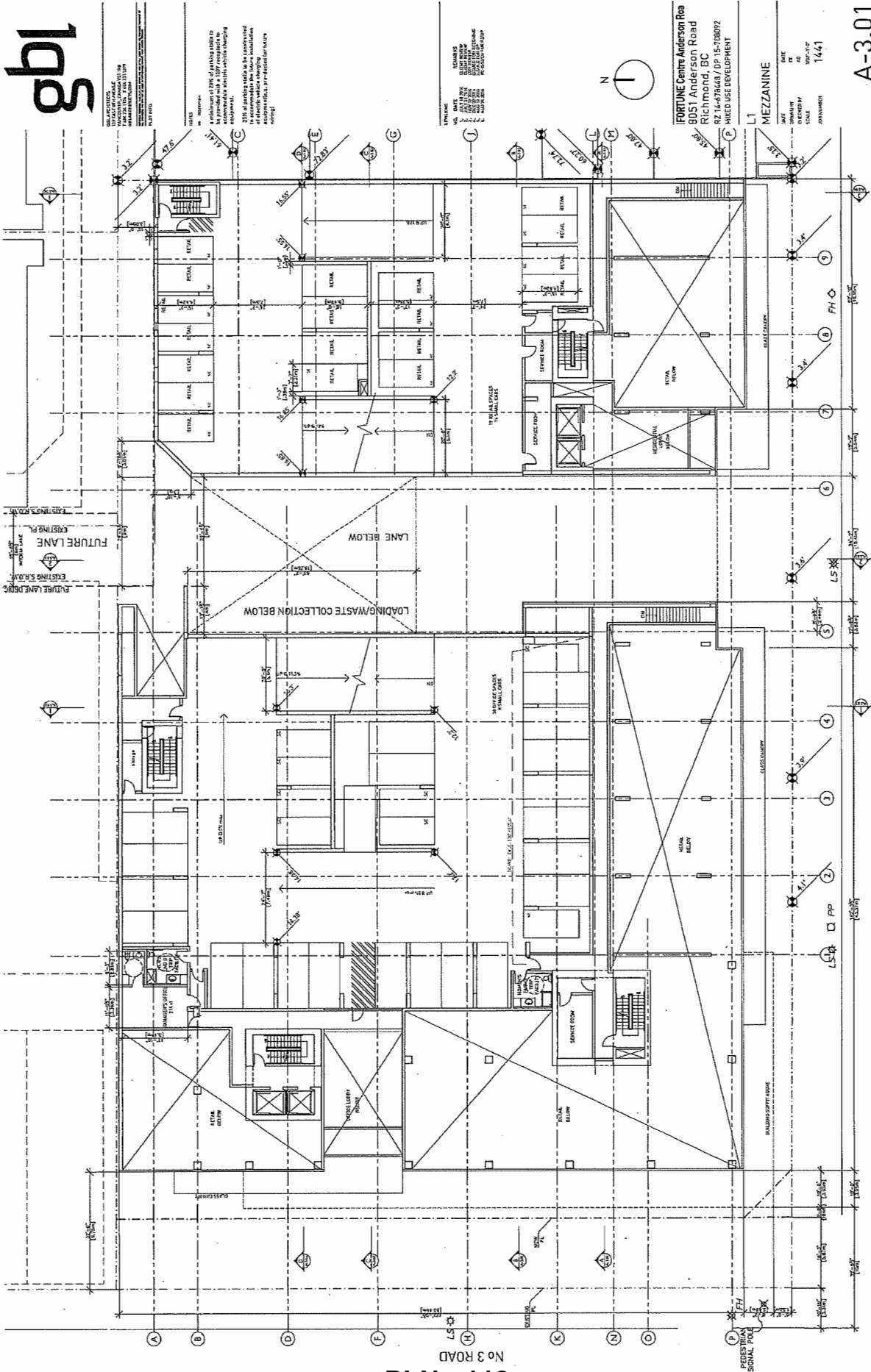


SECTION D-D

ATTACHMENT 5



gbl



PLN - 112

No 3 ROAD

A-3.01

ATTACHMENT 5

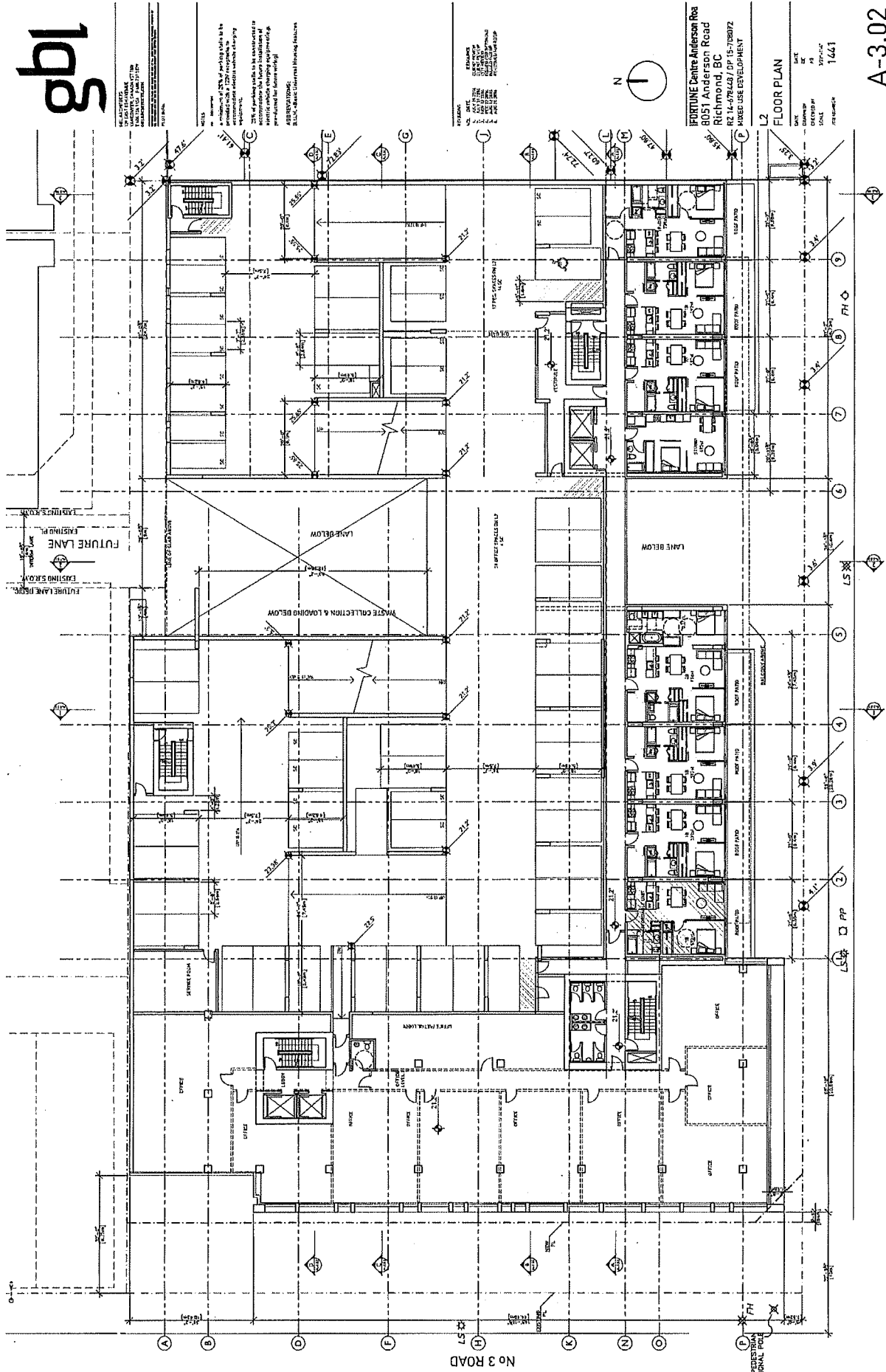
ANDERSON ROAD

FORTUNE Centre Anderson Road  
8051 Anderson Road  
Richmond BC  
V6X 4A6 / DP 15-70092  
MIXED USE DEVELOPMENT

MEZZANINE

DATE: 14/4/14  
DRAWN BY: [Signature]  
SCALE: 1/4" = 1'-0"  
PROJECT: 1441

gbl

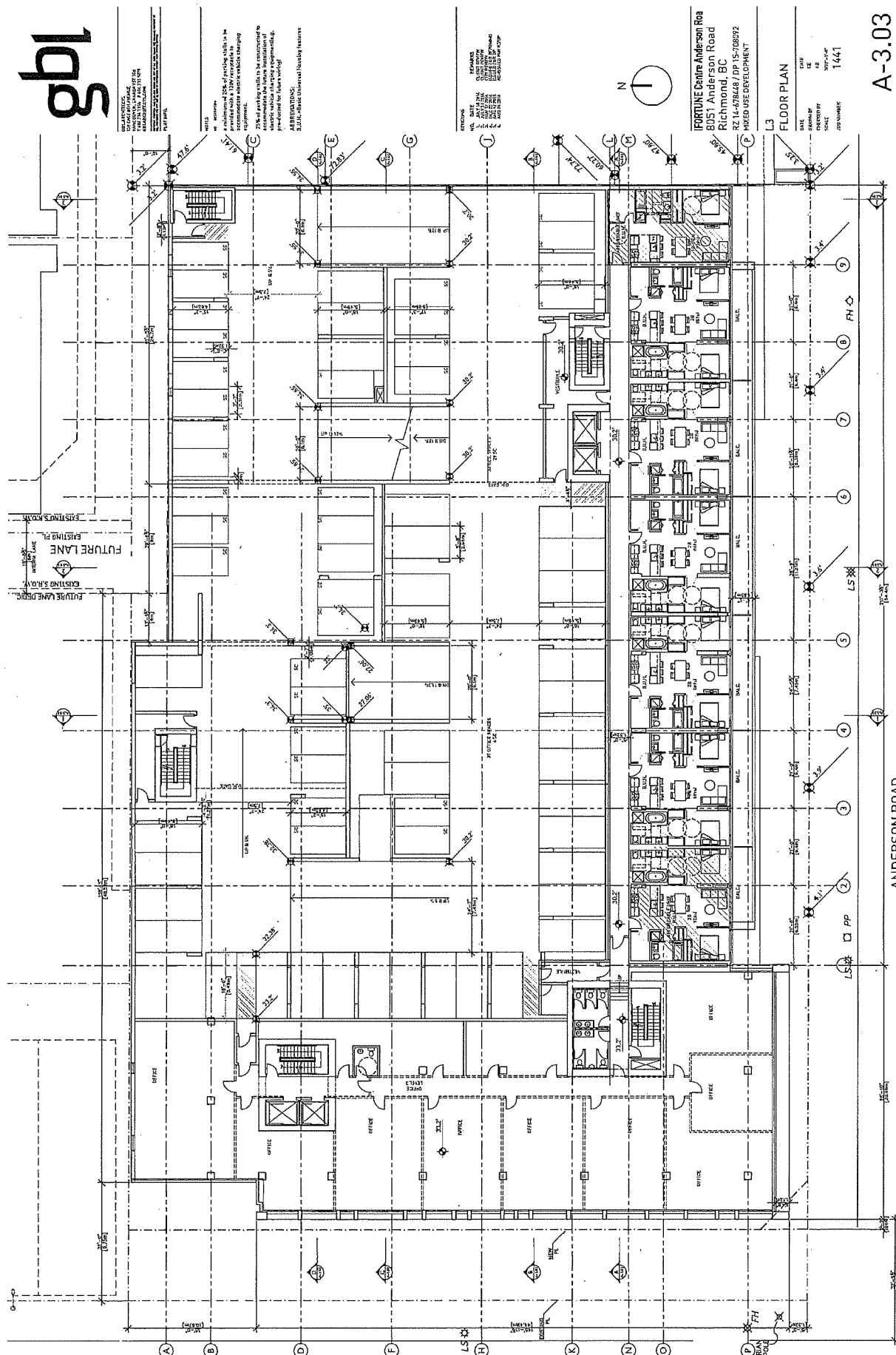


PLN - 113

No 3 ROAD

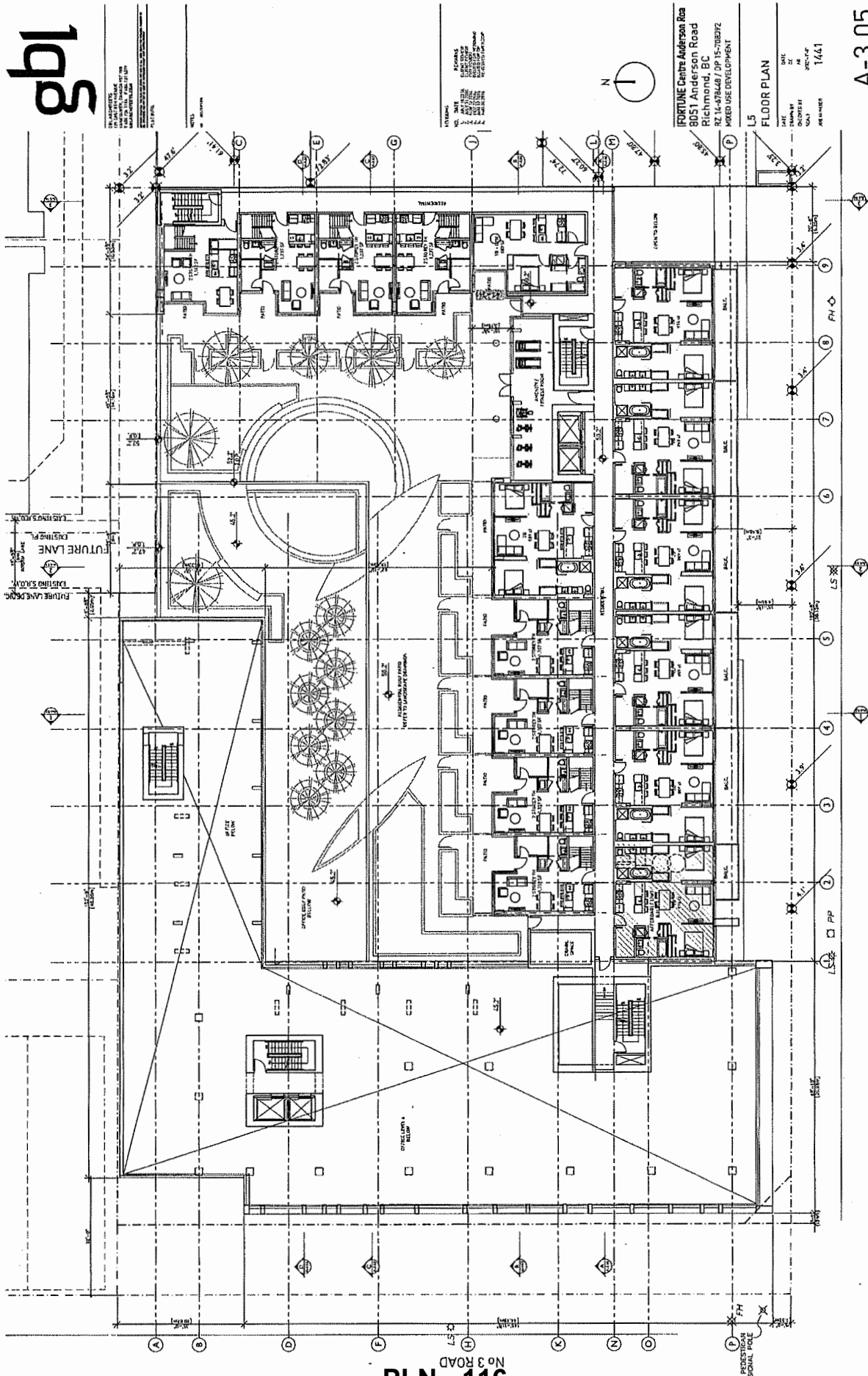
ANDERSON ROAD  
ATTACHMENT 5

A-3.02





gbl

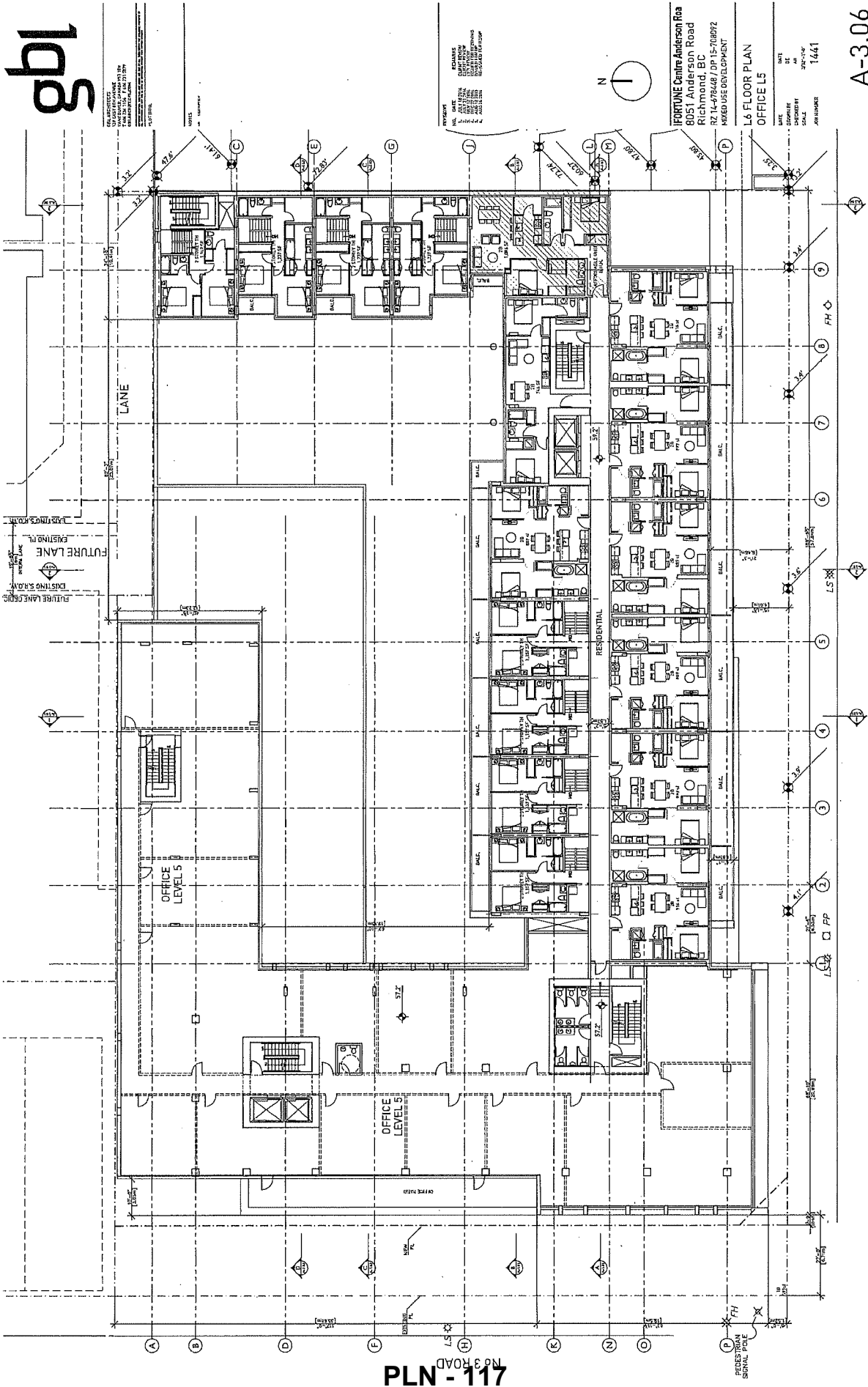


PLN - 116

A-3.05

ANDERSON ROAD  
 ATTACHMENT 5

gbl



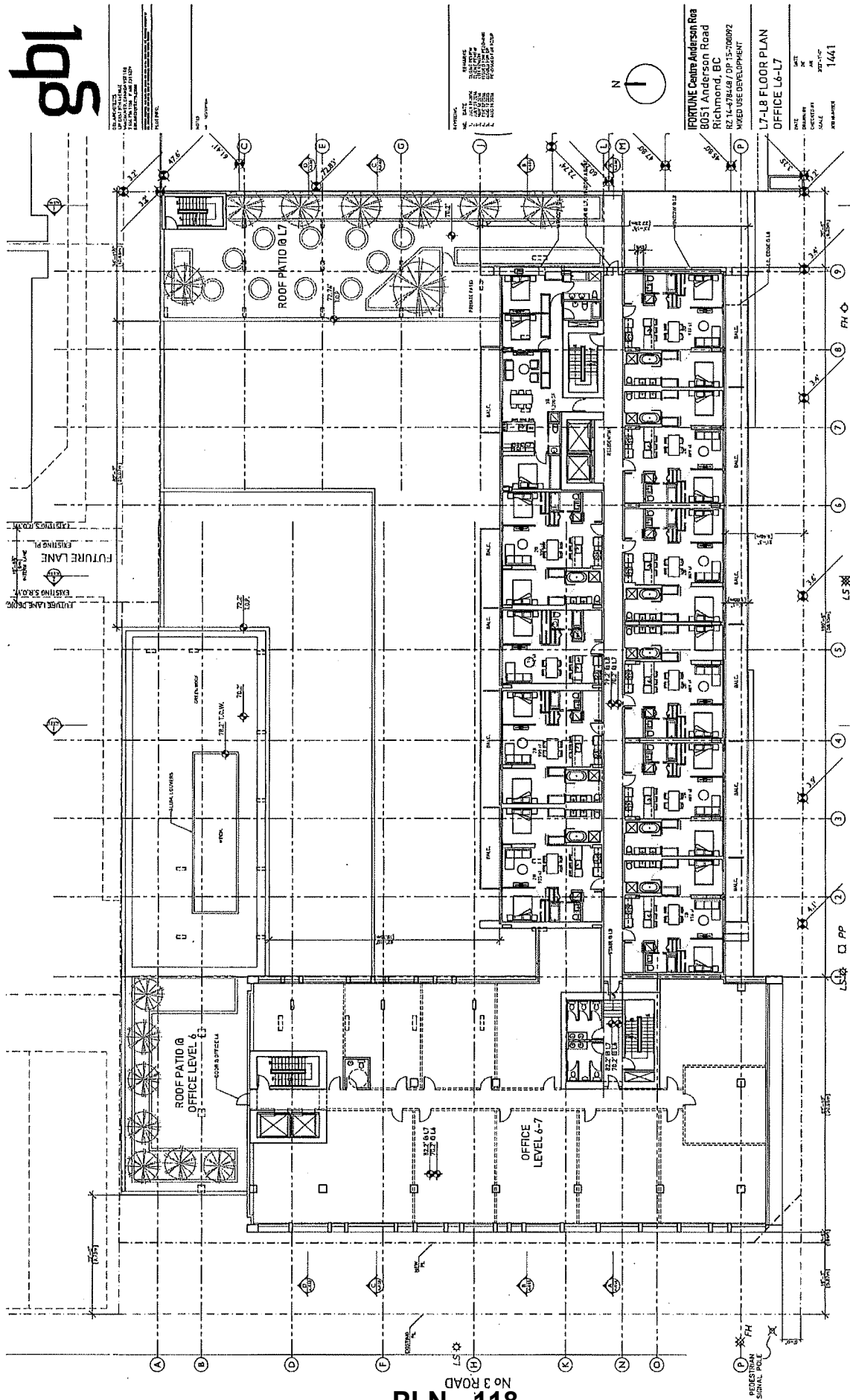
A-3.06

ATTACHMENT 5

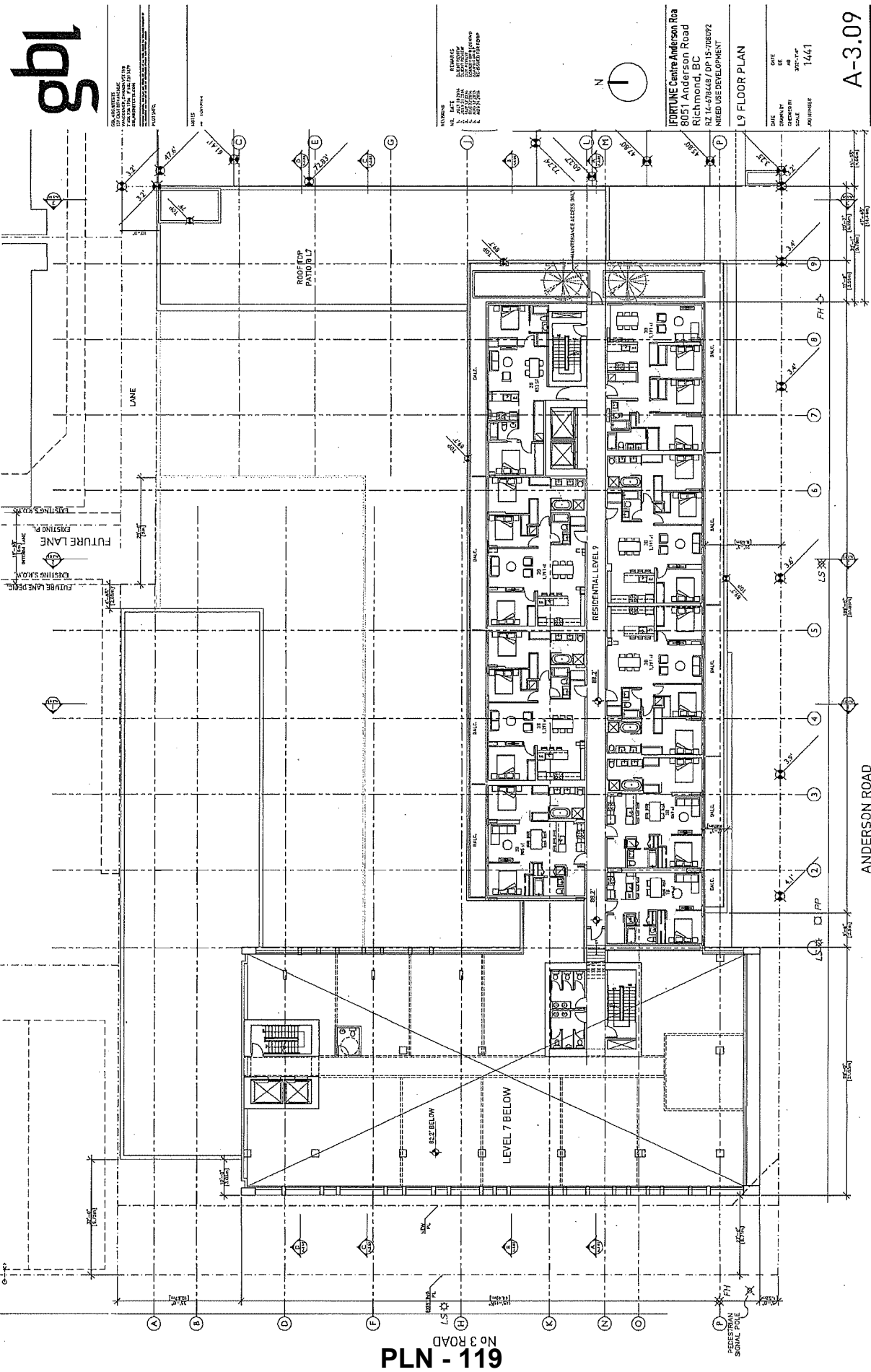
ANDERSON ROAD

PLN - 117

gbl



A-3.07



gbl

DESIGNED BY: GBL  
 DRAWN BY: GBL  
 CHECKED BY: GBL  
 APPROVED BY: GBL  
 DATE: 14/04/2014  
 PROJECT: FORTUNE CENTRE ANDERSON ROAD  
 SHEET: L9 FLOOR PLAN

REVISIONS  
 NO. DATE DESCRIPTION  
 1 14/04/2014 INITIAL DESIGN  
 2 14/04/2014 REVISED PER COMMENTS  
 3 14/04/2014 REVISED PER COMMENTS  
 4 14/04/2014 REVISED PER COMMENTS  
 5 14/04/2014 REVISED PER COMMENTS

FORTUNE Centre Anderson Road  
 8051 Anderson Road  
 RICHMOND, BC  
 RZ 14-2848/DP 15-70892  
 NED USE DEVELOPMENT

L9 FLOOR PLAN

DATE: 14/04/2014  
 DRAWN BY: GBL  
 CHECKED BY: GBL  
 APPROVED BY: GBL  
 PROJECT: FORTUNE CENTRE ANDERSON ROAD  
 SHEET: L9 FLOOR PLAN

A-3.09

PLN - 119

ATTACHMENT 5



Architectural site plan for Office Level -9. The plan shows a large rectangular building footprint with internal room divisions, including a central corridor and various office spaces. To the left of the building is a parking area with several parking stalls. The plan is bounded by No 3 Road to the north and Fortune Centre Anderson Road to the east. A north arrow is located in the upper right corner. The plan includes various dimensions, such as 71' 0" and 100' 0", and labels for different areas like 'OFFICE LEVEL -9' and 'PARKING'. A legend in the bottom right corner identifies symbols for 'PARKING', 'STREET LIGHT', 'CROSSWALK', and 'PEDESTRIAN SIGNAL POLE'. The plan is dated 1998 and is the work of the architect 'A-31'.

**PLN - 121**

NO 3 ROAD

ATTACHMENT 5

A-3.11

MR. ARCHBUTTS  
139 LANSING AVE  
CAMBRIDGE, CANADA Y4E 1S8  
TEL 708 774 1750 F 708 731 2770  
E-MAIL ARCHBUTTS@CSCM

| DATE        | REMARKS        |
|-------------|----------------|
| JAN 18 1964 | CLINT AVENUE   |
| AUG 10 1964 | CENTRAL PARK   |
| FEB 12 1964 | IN WASH DC     |
| MAY 12 1964 | INDIAN COUNTRY |
| AUG 12 1964 | INDIAN COUNTRY |
| AUG 12 1964 | INDIAN COUNTRY |

**IFORTUNE Centre Anderson Road**  
8051 Anderson Road  
Richmond, BC  
RZ 14-678448 / DP 15-7U8092  
MAXIMISED USE DEVELOPMENT

|            |             |
|------------|-------------|
| DATE       | DATE        |
| DRAWN BY   | DC          |
| CHECKED BY | AM          |
| SCALE      | X1/2"=1'-0" |
| REV NUMBER | 1441        |

A-3.12

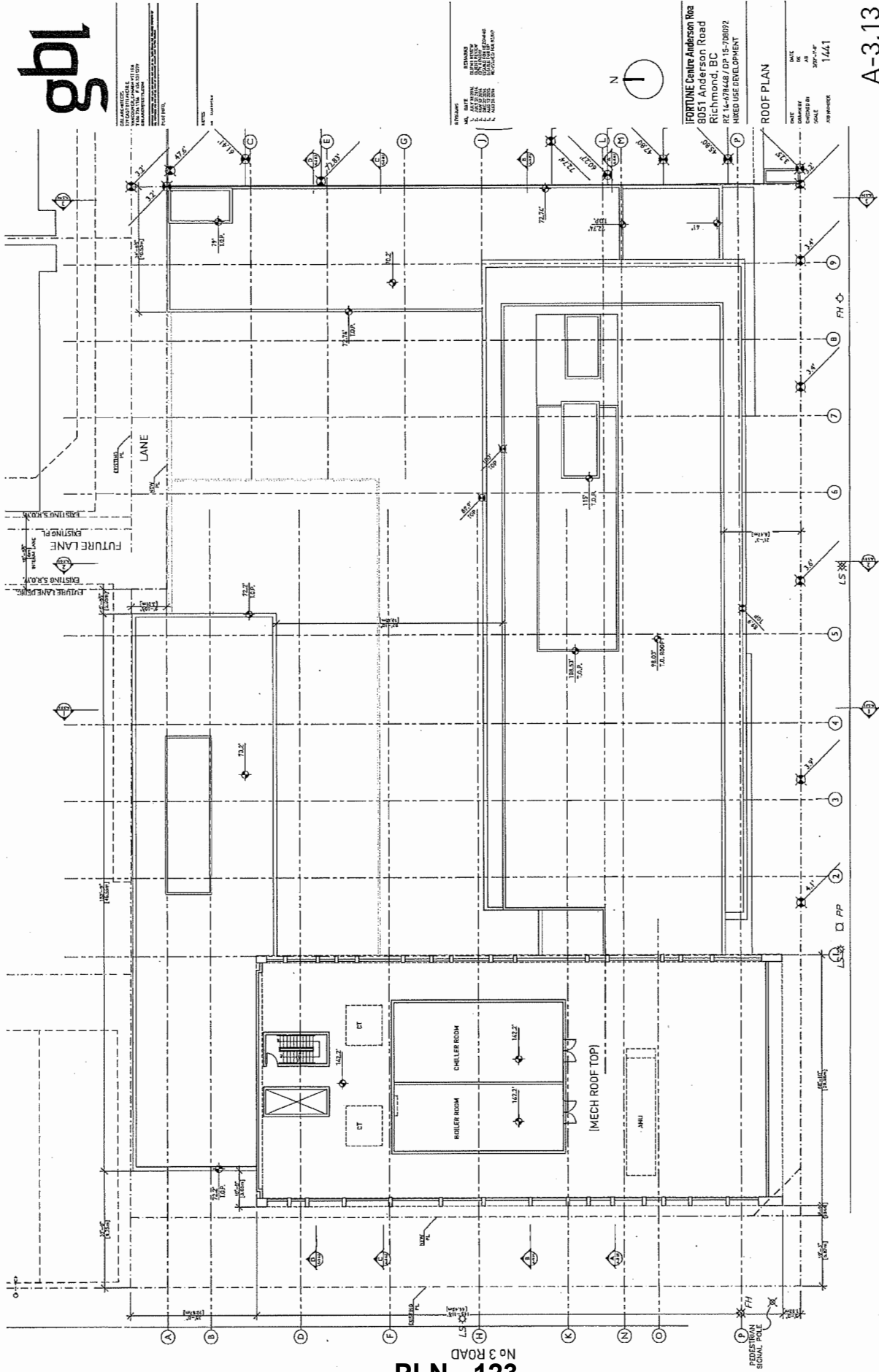
ATTACHMENT 5

ANDERSON ROAD

PLN - 122

No 3 ROAD

gbl

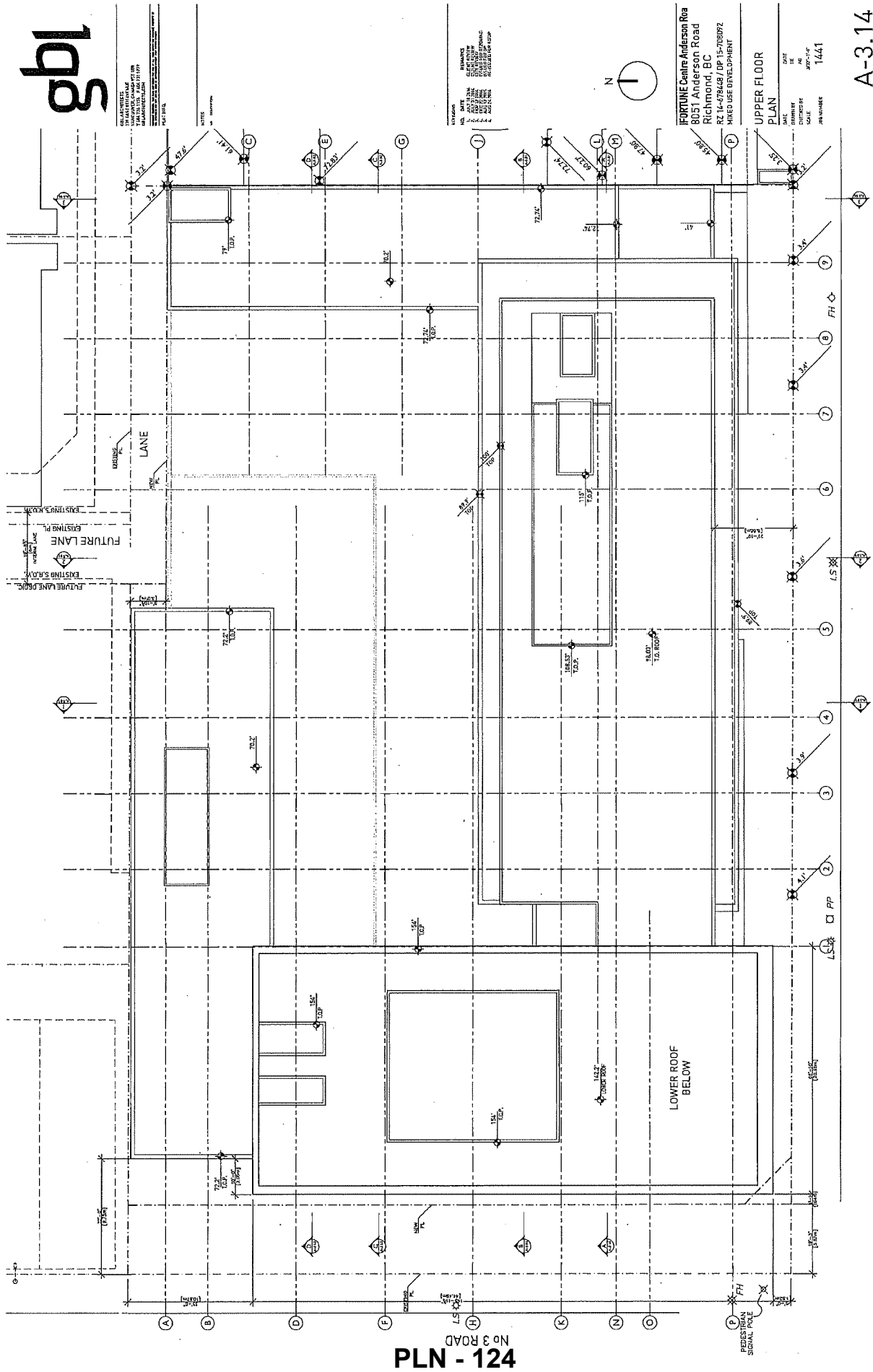


PLN - 123

A-3.13

ANDERSON ROAD  
ATTACHMENT 5

gbl



A-3.14

ATTACHMENT 5

gbl

PROJECT: 8051 ANDERSON ROAD  
LOCATION: RICHMOND, BC  
DATE: 02.11.2014  
DRAWN BY: [signature]  
CHECKED BY: [signature]  
SCALE: 1/8" = 1'-0"

DATE: 02.11.2014  
DRAWN BY: [signature]  
CHECKED BY: [signature]  
SCALE: 1/8" = 1'-0"

PROJECT: 8051 ANDERSON ROAD  
LOCATION: RICHMOND, BC  
DATE: 02.11.2014  
DRAWN BY: [signature]  
CHECKED BY: [signature]  
SCALE: 1/8" = 1'-0"

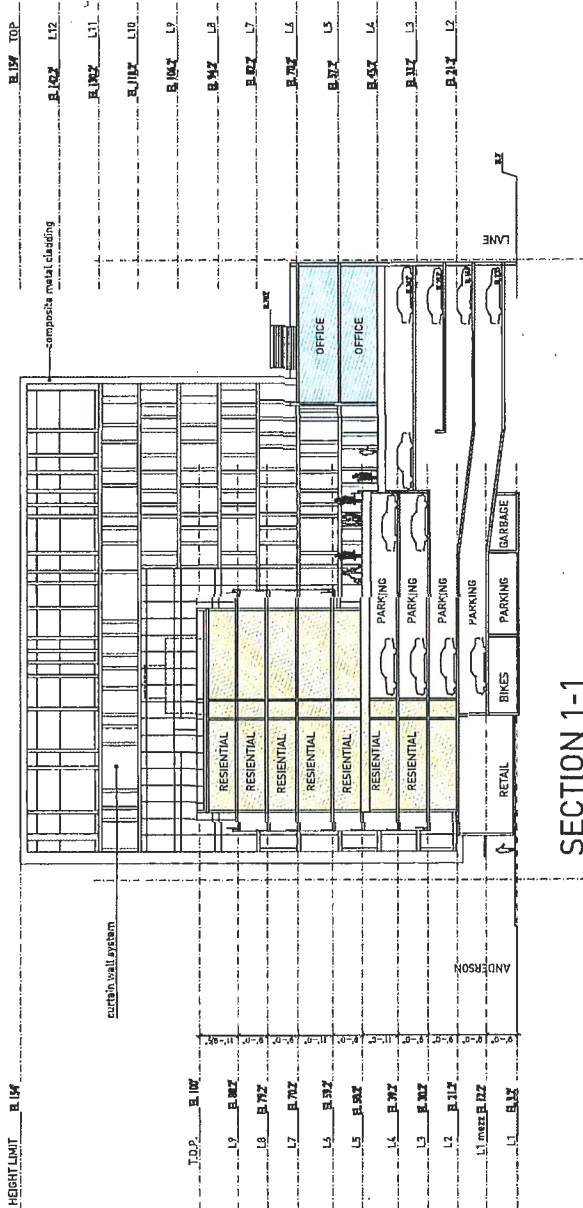


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DATE: 02.11.2014  
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CHECKED BY: [signature]  
SCALE: 1/8" = 1'-0"

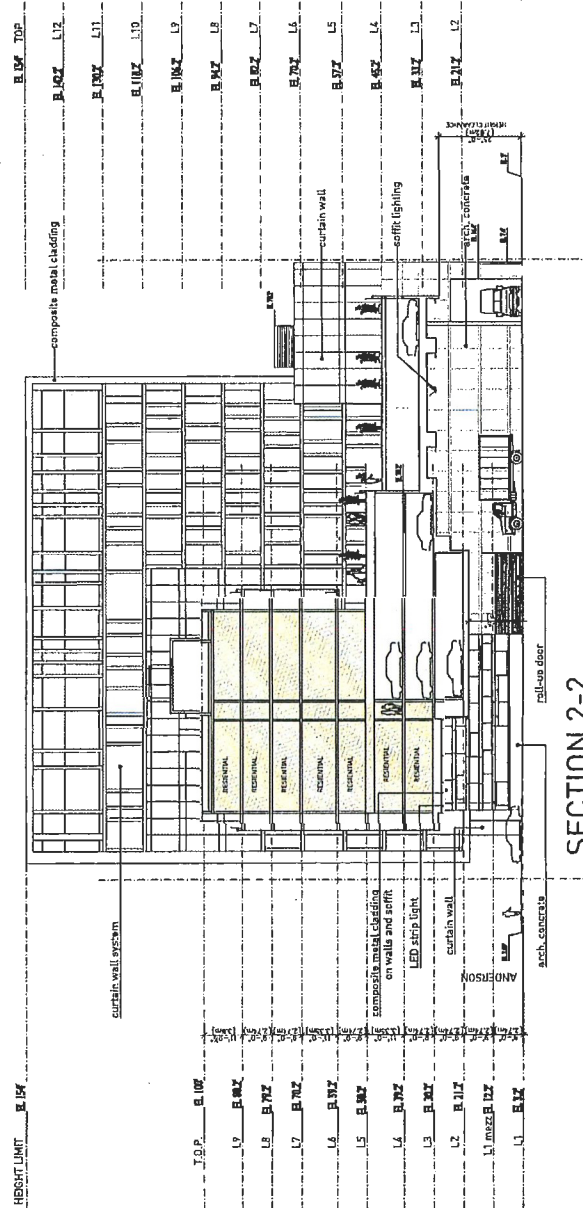
SECTIONS

DATE: 02.11.2014  
DRAWN BY: [signature]  
CHECKED BY: [signature]  
SCALE: 1/8" = 1'-0"

A-5.03



SECTION 1-1



SECTION 2-2

ATTACHMENT 5

gbl

DESIGNED BY  
GRIFFIN BERKELEY  
2000 AVENUE 100, SUITE 100  
VANCOUVER, BC V6P 6E6  
TEL: 604.681.1234  
WWW.GRIFFINBERKELEY.COM

DATE  
14-SEP-14

PROJECT  
FORTUNE CENTRE ANDERSON ROAD  
8051 ANDERSON ROAD  
RICHMOND, BC  
RZ 14-09646 / DP 14-08892  
PAGES 001-002

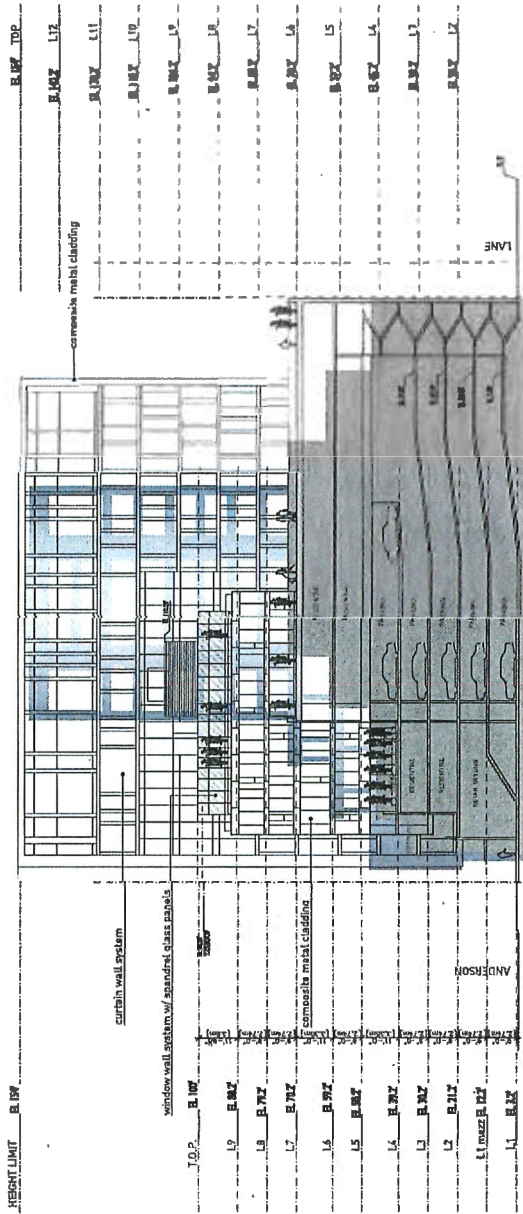


PROJECT  
FORTUNE CENTRE ANDERSON ROAD  
8051 ANDERSON ROAD  
RICHMOND, BC  
RZ 14-09646 / DP 14-08892  
PAGES 001-002

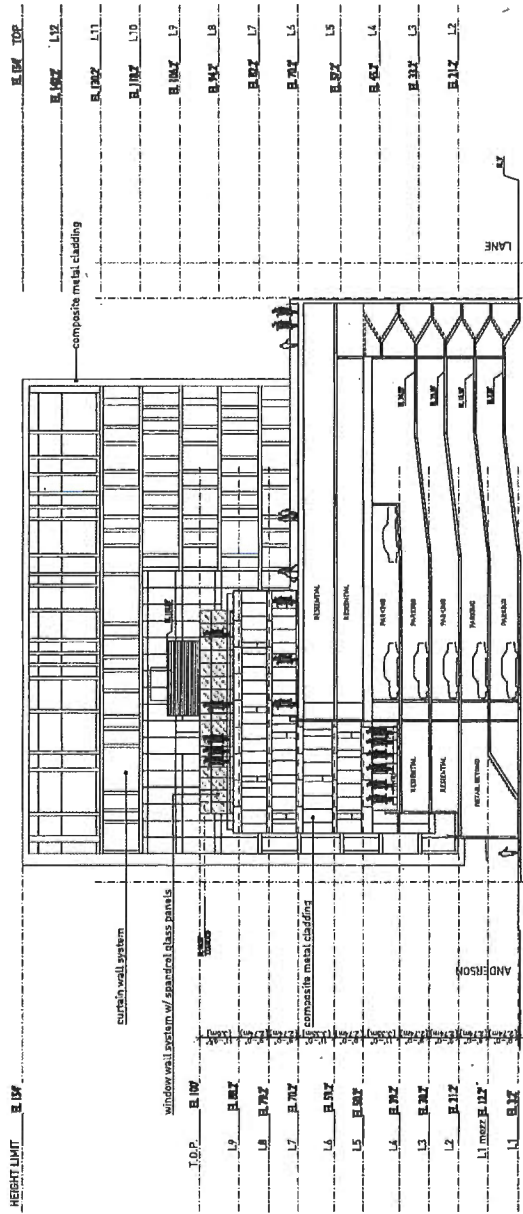
SECTION 3-3

DATE  
14-SEP-14  
SCALE  
1/4"=1'-0"

A-5.04



SECTION 3-3 w/ REFLECTED ELEVATION



SECTION 3-3

ATTACHMENT 5





## Rezoning Considerations

Development Applications Department  
6911 No. 3 Road, Richmond, BC V6Y 2C1

**Address:** 6840 and 6860 No. 3 Road and 8051 Anderson Road

**File No.:** RZ 14-678448

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, the owner is required to complete the following.

*(Subdivision, Dedications, SRWs and Encroachments)*

1. Discharge\* of the following Statutory Rights of Way:

- a) with respect to 6840 No. 3 Road,
  - SRW – Township of Richmond – 287391C;
- b) with respect to 6860 No. 3 Road,
  - SRW – Township of Richmond – 285751C;
  - SRW – Township of Richmond – 285759C;
- c) with respect to 8051 Anderson Road,
  - SRW – Township of Richmond – 284721C;
  - SRW – Township of Richmond – 285746C; and
  - SRW – Township of Richmond – 285752C.

\* Existing SRWs may be amended where relevant to implementing new SRW requirements, with the agreement of the City Solicitor.

- 2. Submission of interim and ultimate road functional drawings, showing all dedicated land and statutory rights of way areas pertaining to the subject property and adjacent properties, to the satisfaction of the City.
- 3. Consolidation of all parcels and registration of a subdivision plan for the subject site that satisfies the following conditions, generally as shown in the sketch survey plan(s) (RTC Attachment 9):
  - a) dedication of approximately 5.8 m along the No. 3 Road frontage for street widening, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation; and
  - b) dedication of an area approximately 33.7 m x 3.0 m in the northeast corner of the site for lane purposes, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation.

*(Note: Refer to Servicing Agreement section for information regarding frontage improvements on fronting City and dedicated lands.)*

- 4. Granting of a volumetric public right of passage and utilities statutory right-of-way for an internal lane composed of a minimum of:
  - an approximately 10.3 m wide x 31.7 m long x 5.0 m high south portion (to accommodate vehicular traffic);
  - an approximately 9.0 m wide x 22.1 m long x 7.5 m high north portion (to accommodate vehicular traffic and overflow waste loading);

5258185v3

Updated: January 10, 2017 3:21 PM

\_\_\_\_ Initial

## ATTACHMENT 6

- a 3.0 m x 3.0 m corner cut on either side of the intersection of the SRW with the Anderson Road property line; and
- a 3.0 x 3.0 m corner cut on the east side of the intersection of the SRW with the east-west lane,

generally as shown in the related sketch survey plan (RTC Attachment 9) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:

- a) universal accessibility;
  - b) design and construction requirements, including decorative finishing and lighting for the ground, wall and ceiling surfaces in the south portion, as determined through the Development Permit and Servicing Agreement processes;
  - c) design and construction at owner's cost; and
  - d) maintenance and repair at owner's cost.
5. Granting of an approximately 90 m<sup>2</sup> public right of passage and utilities statutory right of way to accommodate car share stalls and drive aisle access, generally as shown in the related sketch survey plan (RTC Attachment 9) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:
- a) universal accessibility;
  - b) design and construction, including decorative finishing and lighting for the ground, wall and ceiling surfaces to match the decorative finishing in the volumetric SRW (south portion), as determined through the Development Permit and Servicing Agreement processes;
  - c) design and construction, at owner's cost; and
  - d) maintenance and repair, at owner's cost.
6. Granting of a volumetric public right of passage and utilities statutory right of way at the corner of No. 3 Road and Anderson Road to satisfy the 4.0 m x 4.0 m transportation corner cut requirement, generally as shown in the related sketch survey plan (RTC Attachment 9). The statutory right-of-way shall provide for:
- a) a clear height of 5.0 m;
  - b) universal accessibility;
  - c) decorative finishing consistent with the finishing on surrounding city and private land, as determined through the Development Permit and Servicing Agreement processes;
  - d) design and construction at owner's cost; and
  - e) maintenance and repair at owner's cost.
7. Granting of a public right of passage and utilities statutory rights of way in favour of the City on the properties at 6820 No. 3 Road, 8080 Park Road, and 8108 Park Road for the purposes of supplementing the existing secured portions of the east-west lane that runs to Buswell Street and composed of:
- for 6820 No. 3 Road, approximately 5.348 m x 5.00 m in the south east corner of the site;
  - for 8080 Park Road, approximately 5.348 m x 24.387 m along the south PL; and
  - for 8108 Park Road, approximately 5.348 m x 24.387 m along the south PL,

generally as shown in the sketch survey plan(s) (RTC Attachment 9), subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation and to provide for:

5258185v3

Updated: January 10, 2017 3:21 PM

\_\_\_\_\_ Initial

- a) each SRW to be free and clear of obstructions except that, in the case of 8080 and 8108 Park Road, loading may occur in the north 3.0 m of the statutory right of way subject to the provisions of the Traffic Regulation By law;
- b) universal accessibility;
- c) interim improvements at the developer's cost, as determined by the Servicing Agreement process; and
- d) maintenance and repair at owner's cost.

*Note: Refer also to the District Energy Utility conditions regarding statutory rights of way related to district energy facilities.*

*Note: Refer also to Servicing Agreement conditions regarding statutory rights of way related to private utility connections.*

**(Covenants and Agreements)**

8. **(Flood Construction Level)** Registration of a flood covenant on title identifying the basic minimum flood construction level of 2.9 m GSC for Area A.
9. **(Aircraft Noise)** Registration of an aircraft noise restrictive covenant on title suitable for residential uses and a SRW in favour of the Airport Authority.
10. **(Mixed Use Noise)** Registration of a mixed use noise restrictive covenant on title that identifies the development as being of mixed use (residential and commercial).
11. **(Ambient Noise)** Registration of an ambient noise restrictive covenant on title noting that the development is located in a densifying urban area and may be subject to impacts that affect the use and enjoyment of the property including, but not limited to, ambient noise, ambient light, shading, light access, privacy, outlook, vibration, dust and odours from development or redevelopment of public and private land in the surrounding area.
12. **(Affordable Housing)** Registration of a Housing Agreement securing the owner's commitment to:
  - a) provide 5% of the residential floor area to affordable housing dwelling units, in perpetuity;
  - b) provide for affordable housing units, of numbers, types, sizes and associated rent and income levels in accordance with the table below:

| Unit Type  | Affordable Housing Strategy Requirements |                               |                                    | Project Targets (2) |            |
|------------|------------------------------------------|-------------------------------|------------------------------------|---------------------|------------|
|            | Minimum Unit Area                        | Maximum Monthly Unit Rent (1) | Total Maximum Household Income (1) | Unit Mix            | # of Units |
| Bachelor   | 37 m <sup>2</sup> (400 ft <sup>2</sup> ) | \$850                         | \$34,000 or less                   | 0%                  | 0          |
| 1-Bedroom  | 50 m <sup>2</sup> (535 ft <sup>2</sup> ) | \$950                         | \$38,000 or less                   | 40%                 | 2          |
| 2- Bedroom | 80 m <sup>2</sup> (860 ft <sup>2</sup> ) | \$1,162                       | \$46,500 or less                   | 60%                 | 3          |
| 3-Bedroom  | 91 m <sup>2</sup> (980 ft <sup>2</sup> ) | \$1,437                       | \$57,500 or less                   | 0%                  | 0          |
| TOTAL      |                                          | N/A                           | N/A                                | 100%                | 5          |

(1) May be adjusted periodically, as provided for under adopted City policy.

(2) 100% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.

- c) provide for private outdoor amenity area for each unit consistent with the minimum requirements of the CCAP and OCP Development Permit Guidelines;
  - d) provide for full and unlimited access to, and use of, all on-site indoor and outdoor amenity spaces, at no additional charge;
  - e) provide 5 parking stalls for exclusive use of the occupiers of the Affordable Housing Units at no cost in perpetuity;
  - f) provide for full and unlimited access to, and use of, other building facilities including, but not limited to, casual, shared or assigned bicycle storage, visitor parking, electric vehicle charging and related facilities, at no additional charge;
  - g) provide for all affordable housing units and related uses (e.g. parking) and amenities (e.g. common outdoor amenity space) to be completed to a turnkey level of finish at the sole cost of the developer and to the satisfaction of Director of Development and Manager, Community Services;
  - a) incorporate and identify the affordable housing dwelling units and associated facilities in the Development Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator; and
  - b) incorporate and identify the affordable housing dwelling units and associated facilities in the Building Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator.
13. ***(Shared Commercial and Residential Visitor Parking)*** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide a pool of forty-one (41) shared commercial/residential visitor parking stalls;
  - b) locate the shared stalls on the ground level of the parkade, on either side of the north-south lane, using all of the available commercial stalls, and locate any remainder on the next parkade level, subject to the approval of the Director of Transportation;
  - c) ensure the shared stalls will remain unassigned;
  - d) ensure the shared stalls will be fully accessible (e.g. entry gate open) during standard business operating hours;
  - e) ensure the visitor use of the shared stalls will be accessible (e.g. buzz entry) during non-standard business hours;
  - f) identify the shared commercial/visitor parking stalls in the Development Permit plans;
  - g) identify the shared commercial/visitor parking stalls in the Building Permit plans; and
  - h) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the shared commercial/residential visitor stalls, to the satisfaction of the Director of Transportation.
14. ***(Shared Commercial and Residential Truck Loading)*** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide a pool of three (3) shared commercial/residential medium size truck loading spaces;
  - b) ensure the shared spaces will remain unassigned;
  - c) identify the shared commercial/visitor medium size truck loading spaces in the Development Permit plans;
  - d) identify the shared commercial/visitor medium size truck loading spaces in the Building Permit plans; and

- e) prior to Building Permit issuance granting occupancy, provide wayfinding and space identification signage for the shared commercial/residential large size truck loading space, to the satisfaction of the Director of Transportation.

*Note: Two adjoining medium size truck spaces are also intended to be used for provision of one of the required large size truck loading spaces.*

15. **(Electric Vehicle Provisions)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide a minimum of 20% of residential parking stalls with a 120 volt receptacle to accommodate electric vehicle charging equipment;
- b) provide a n additional minimum of 25% of residential parking stalls with pre- ducting to support future installation of electric vehicle charging equipment;
- c) provide a minimum of one 120 volt receptacle is provided to accommodate electric charging equipment for every 10 Class 1 bike parking stalls;
- d) identify the electric vehicle stalls in the Development Permit plans;
- e) identify the electric vehicle stalls in the Building Permit plans; and
- f) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the electric vehicle stalls, to the satisfaction of the Director of Transportation.

16. **(End of Trip Facilities)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide cycling end of trip facilities for the shared use of all commercial uses (e.g. retail and office) generally as follows:
  - i. one male facility and one female facility, each with a minimum of two showers; and
  - ii. located such that the facilities are easily accessible from bicycle parking areas and all intended users.
- b) identify the cycling end of trip facilities in the Development Permit plans;
- c) identify the cycling end of trip facilities in the Building Permit plans; and
- d) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the end of trip facilities, to the satisfaction of the Director of Transportation.

*(Note: Facilities shall be a handicapped-accessible suite of rooms containing a change room, toilet, wash basin, shower, lockers, and grooming station (i.e. mirror, counter, and electrical outlets) designed to accommodate use by two or more people at one time.)*

17. **(Car Share Provisions)** Registration of a restrictive covenant on title or alternative legal agreement(s), subject to the final approval of the Director of Transportation, securing the owner's commitment to:

- a) provide two car-share stalls with drive aisle access, secured with a SRW in favour of the City, on the ground level of the parkade adjacent to the north-south lane SRW;
- b) provide the forgoing stalls with 24 hour a day public access;
- c) provide each car-share stall with an EV quick-charge (240 volt) charging station for its convenient and exclusive use;
- d) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Development Permit plans;
- e) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Building Permit plans;

- f) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the car share stalls, to the satisfaction of the Director of Transportation;
  - g) provide the car share stalls and associated access at no cost to the car share operator;
  - h) provide the car share stalls and associated access at no cost to individual users of the car share service, except as otherwise determined by the City;
  - i) provide two car share cars, of which at least one is an electric vehicle, at no cost to the car share operator;
  - j) submit a draft contract of the agreement between the Developer and the car share provider for City's review;
  - k) submit a Letter of Credit prior to Development Permit for the sum of \$45,000 to secure the developer's commitment to provide the car share cars;
  - l) should the car share cars not be provided at the time of Building Permit issuance granting occupancy, voluntarily contribute the \$45,000 secured by LOC towards alternate transportation demand management modes of transportation;
  - m) prior to Building Permit issuance granting occupancy, enter into a contract with a car share operator for a minimum of three years from the first date of building occupancy, a copy of which shall be provided to the City; and
  - n) in the event that the car-share facilities are 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 facilities 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 facilities shall be used going forward.
18. **(Common Amenity Space)** Registration of a restrictive covenant on title or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to:
- a) provide for full and unlimited access to and use of all common residential indoor and outdoor recreational and/or social amenity spaces/facilities for all residents including, but not limited to, the podium level deck, the Level 7 urban agriculture deck and the roof level deck, except in the case that individual facilities are reserved for private use by residents on a managed, time-limited and specified purpose basis.
19. **(District Energy Utility)** 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:
- a) 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;
  - b) if a DEU is available for connection, no final building inspection permitting occupancy of a building will be granted until: the Owner has executed and delivered to the City a Section 219 Covenant for the installation, operation and maintenance of all necessary facilities for supplying the services to the Lands; the Owner has entered into a Service Provider Agreement as required by the City; and the Owner has granted or acquired the Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the Lands; and
  - c) if a DEU is not available for connection, then the following is required prior to the earlier of subdivision (stratification) or final building inspection permitting occupancy of a building:
    - i. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;

- ii. 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;
- iii. the owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building; and
- iv. if required by the Director of Engineering, the owner provides to the City with security 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.

**(Contributions)**

20. **(Child Care)** City acceptance of an offer to voluntarily contribute at least \$515,105.15 (one percent of the residential floor area, excluding affordable housing floor area, calculated using the proposed floor area *e.g.*  $0.01 \times 7,361.8 \text{ m}^2 \times \$6,997/\text{m}^2$ ) towards the development and operation of child care (90% to Childcare Development Reserve Fund - Account # 7600-80-000-90157-0000 and 10% to Childcare Operating Contributions Account # 7600-80-000-90159-0000).
21. **(Community Facilities)** City acceptance of an offer to voluntarily contribute at least \$1,417,398.31 (five percent of the Village Centre Bonus floor area calculated using the proposed floor area *e.g.*  $0.05 \times 83 \times 4,881.26 \text{ m}^2 \times \$6,997/\text{m}^2$ ) towards the development of community facilities (City Centre Facility Development Fund - Account # 7600-80-000-90170-0000).
22. **(Community Planning)** City acceptance of an offer to voluntarily contribute at least \$50,304.72 (100% of the total floor area calculated using the proposed floor area *e.g.*  $18,700.64 \text{ m}^2 \times \$2.69/\text{m}^2$ ) towards City Centre community planning (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000).
23. **(Public Art)** City acceptance of an offer to voluntarily contribute at least \$114,861.64 (100% commercial floor area @ \$4.63 per square meter and 100% residential floor area, excluding affordable housing floor area, @ \$8.72 per square meter calculated using the proposed floor area *e.g.*  $10,943.14 \text{ m}^2 \times \$4.63/\text{m}^2 + 7,361.8 \text{ m}^2 \times \$8.72/\text{m}^2$ ) towards public art (15% to Public Art Provision Account # 7500-10-000-90337-0000 and 85% to ma # 7600-80-000-90173-0000).
24. **(Transportation Demand Management)** City acceptance of an offer to voluntarily contribute \$50,000 to upgrading the traffic signal at Park Road/Buswell Street (General Account (Transportation) Account # 5132-10-550-55005-0000) for pedestrian environment enhancement in support of a reduction in parking.
25. **(Trees – City Property)** City acceptance of an offer to voluntarily contribute \$1300 (calculated as \$1300 per tree) to the City's Tree Compensation Fund (Account # 2336-10-000-00000-0000) for the planting of replacement trees within the City.

*Per Current Floor Area Estimates:*

| Total Floor Area $\text{m}^2$ | Commercial Floor Area $\text{m}^2$ | Residential Floor Area $\text{m}^2$ | Calculable Residential Floor Area $\text{m}^2$ | Affordable Housing Floor Area $\text{m}^2$ |
|-------------------------------|------------------------------------|-------------------------------------|------------------------------------------------|--------------------------------------------|
| 18,700.64                     | 10,943.14                          | 7,757.50                            | 7361.8                                         | 395.7                                      |

**(Miscellaneous Considerations)**

26. **(LEED)** Design and construction of the development to LEED Silver Equivalent based on advice provided by a LEED AP BD+C.

27. **(Accessibility)** Design and construction of the development to include accessible housing units consistent with the following table:

| Type                                   | Affordable | Market | Intent                                                                | Standard         |
|----------------------------------------|------------|--------|-----------------------------------------------------------------------|------------------|
| Aging in Place                         | 0          | 66     | - support mobility and usability                                      | Per OCP          |
| Adaptable +<br>Basic Universal Housing | 4          | 4      | - reno potential for wheelchair plus added floor area for manoeuvring | Per BCBC and RZB |
| Barrier Free                           | 1          | 0      | - move in with wheelchair                                             | Per BCDH         |
| Total Units                            | 5          | 70     |                                                                       |                  |

28. **(Common Amenity Area)** Design and construction of the development to include common indoor and outdoor amenity area consistent with the common amenity area provisions of the OCP/CCAP.

**(Servicing Agreement)**

29. Submission and processing of a Servicing Agreement\* application, completed to a level deemed acceptable by the Director of Engineering, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

**(Water Works)**

- a) Using the OCP Model, there is 683.6 L/s of water available at a 20 psi residual at the No 3 Rd frontage and 145.3 L/s at the Anderson Rd frontage. Based on your proposed Development your site requires a minimum fire flow of 220 L/s.
- b) The Developer is required to:
  - i. 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. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
  - ii. Upgrade the existing 150mm AC water main along Anderson Road frontage to a 200mm watermain and install additional hydrants as required to achieve minimum 75m spacing along Anderson Road frontage.
  - iii. Install a new water service connection. Water meter to be located on-site (e.g. in a mechanical room).
  - iv. Confirm the actual settlement of the water main located along the No 3 Road frontage via the settlement test points indicated in the Preload Induced Utility Settlement report prepared by Geopacific dated November 5th, 2015, and report the final results to the City. If unacceptable settlement has occurred, the replacement of the water main along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.
- c) At Developers cost, the City is to:
  - i. Cut and cap the existing water service connection at the watermain along the No 3 Road frontage.
  - ii. Complete all tie-ins to existing water mains.

**(Storm Sewer Works)**

- d) The Developer is required to:

- i. Install a new storm sewer within the center of Anderson Road from the existing 600 mm storm sewer to No 3 Road complete with manholes as required. Sizing shall be via the servicing agreement design review.
- ii. Remove the adjacent existing storm sewers along both sides of the Anderson Road frontage, and tie-in the upstream portions and all existing service connections and catch basins to the proposed storm sewer along the centreline of Anderson Road. Removal of the existing storm sewer on the south side of Anderson Road will require curb, gutter, and sidewalk restoration.
- iii. Note that the existing lane drainage to the south of Anderson Road will require extension to tie in to the proposed storm sewer via a new manhole.
- iv. Tie-in existing storm mains, service connections and catch basin leads to the new storm sewer as required.
- v. Install a new storm service connection complete with an inspection chamber located on-site within a proposed 1.5 m-deep, 3.0 m-wide SRW along the Anderson Rd frontage. Exact dimensions to be determined during the servicing agreement design review.
- vi. Cut and cap the existing service connections and remove existing inspection chambers along the No 3 Road and Anderson Road frontages.
- vii. Upgrade and install lane drainage along the east-west lane from 8051 Anderson Road to the east property line of 8111 Anderson Road to City specifications, complete with catch basins and manholes. The pipes shall be sized via a capacity analysis, minimum 200 mm diameter. The design of the lane drainage must be coordinated with the City-funded sanitary sewer to be placed within the east-west lane. Note: no service connections are permitted to connect to lane drainage.
- viii. Remove the existing diagonally-aligned drainage line within the east-west lane along the frontage of 8111 Anderson Road.
- ix. Confirm the actual settlement of the storm sewer located along the No 3 Road frontage via a CCTV inspection and submit to the City. If unacceptable settlement has occurred, the replacement of the storm sewer along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.

e) At Developers cost, the City is to:

- i. Complete all tie-ins of the proposed works to existing City infrastructure.

***(Sanitary Sewer Works)***

f) The Developer is required to:

- i. As the site pre-load and other ground improvements, which will impact the existing sanitary main within the development site, has commenced prior to the City's construction of the sanitary main along Buswell Street, the developer was required to construct a temporary sanitary pump station and forcemain diversion. Following this, the Developer, at his sole costs, is required to:
- ii. Design and construct a 200mm diameter sanitary main along Anderson Road by the completion date set out within the related servicing SA 16-731504 and connect to the future City-funded Buswell Street sanitary sewer when it becomes available. Tie-in to the west shall be to the existing sanitary sewer within the north-south aligned lane south of Anderson Road.
- iii. Prior to start of on-site excavation and foundation works, construct the 200 mm diameter sanitary sewer along Anderson Road, decommission and remove the on-site forcemain and temporary pump station, and connect to the City-funded Buswell Street sanitary sewer.

- iv. Coordinate the construction of the sanitary main along Anderson Road with the construction schedule of the City-funded sanitary main along Buswell Street. The Developer is required to connect to the new sanitary sewer within Buswell Street, as soon as it becomes available.
  - v. Maintain, monitor and repair, to the satisfaction of the City, the temporary sanitary pump station and the piping system, until such time that the new 200mm diameter sanitary main to be built by the developer along Anderson Road and the City funded sanitary main along Buswell Street are constructed and operational.
  - vi. Remove the temporary sanitary pump station and the piping system and restore to original condition or better the affected areas after the connection to the new sanitary sewer within Buswell Street.
  - vii. Perform all other tasks required by the related servicing agreement SA 16-731504.
- g) At Developers cost, the City is to:
- i. Complete all tie-ins of the proposed works to existing City infrastructure.

***(Frontage Improvements – Engineering)***

- h) The Developer is required to:
- i. Review street lighting levels and street light type along No. 3 Rd and Anderson Rd frontages and upgrade lighting as required to meet City standards.
  - ii. Provide street lighting along the proposed east-west lane along the north property line of 8051 Anderson Road.
  - iii. Design the ultimate road cross-section of Anderson Road to accommodate for future District Energy Utility corridor within the roadway.
  - iv. Coordinate with BC Hydro, Telus and other private communication service providers
    - To underground proposed Hydro service lines.
    - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). All such structures are to be located within the subject site's property line.
  - v. Complete other frontage improvements as per Transportation's requirements.

***(General Items – Engineering)***

- i) The Developer is required to:
- i. Grant utilities statutory rights of way for required connections between City utilities and the development as determined within the Servicing Agreement process.
  - ii. Locate/relocate 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 requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown in the functional plan and registered prior to SA design approval:

- BC Hydro PMT – 4mW X 5m (deep)
- BC Hydro LPT – 3.5mW X 3.5m (deep)
- Street light kiosk – 1.5mW X 1.5m (deep)
- Traffic signal kiosk – 1mW X 1m (deep)
- Traffic signal UPS – 2mW X 1.5m (deep)
- Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
- Telus FDH cabinet-1.1 m W X 1 m (deep – show possible location in functional plan

***(Frontage Improvements – Transportation)***

*(General Note: Servicing Agreement for design and construction to City Centre standards. All requirements subject to final functional design including, but not limited to, the items outlined in this section and any associated required technical changes.)*

- j) The Developer is required to:
- i. For No. 3 Rd.:
    - a. Maintain existing curb.
    - b. From existing curb line provide:
      - 0.15m curb;
      - 2.50m boulevard;
      - 2.00m bike lane;
      - 1.50m lighting/street furniture buffer strip; and
      - 3.00m sidewalk.
  - ii. For Anderson Rd.:
    - a. Maintain existing curb.
    - b. From the existing north curb line provide:
      - 0.15 curb;
      - 1.5m hardscaped treed boulevard; and
      - 2.0m scored concrete sidewalk.
  - iii. For the internal north-south lane SRW PROP:
    - a. From east side:
      - 1.50m sidewalk free and clear of all obstructions;
      - 7.50m min. pavement width; and
      - 0.60 m buffer.

*Note: Rollover curbs both sides consistent with CC lane design standard.*
  - iv. For the east-west lane upgrade - subject site portions:
 

*(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)*

    - a. From the new subject site north PL (after lane dedication):
      - per forgoing note;
      - 1.50 m concrete sidewalk including rollover curb; and
      - 1.50 m pavement width; and
      - grading, drainage, gutter, lighting and traffic marking, as determined through the Servicing Agreement process.
  - v. For the east-west lane upgrade – off-site portions:
 

*(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)*

    - a. For 6820 No. 3 Road:

- per forgoing note; and
- grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- b. For 8080 and 8108 Park Road:
  - per forgoing note; and
  - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- c. For 8120 Park Road:
  - per forgoing note; and
  - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- d. For 8111 Anderson Road:
  - per forgoing note;
  - 1.50 m concrete sidewalk including lighting and rollover curb along north PL; and
  - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.

***(TIA Improvements – Transportation)***

- k) The Developer is required to:
- i. For the No. 3 Rd./Anderson Rd. intersection:
    - a. upgrade the crosswalks at the intersection with decorative stamped asphalt treatment and tactile warning pavers at the curb ramps to improve visibility of crosswalks.
  - ii. For the Anderson Rd./Buswell Rd intersection:
    - a. to install two special crosswalk signals (side-mounted) with APS and service panel; pedestrian detection and communications conduit, cable and junction boxes; and
    - b. add new curb ramps on east side per City Engineering Design Specification standards with tactile warning strips.
  - iii. For the Granville Ave./Buswell St. intersection:
    - a. upgrade intersection with illuminated street name signs.

***(Parks - City Trees)***

- l) The developer is required to provide for the retention of three existing trees on City property along No. 3 Road, unless otherwise determined by the SA process, in which case replacement terms shall be determined within the SA process. Retention shall be supported with:
- i. installation of appropriate tree protection fencing around all trees to be retained on the No. 3 Road frontage, as well as trees located in adjacent frontages that may be affected by the construction of the proposed development and associated frontage improvements; and
  - ii. submission of a contract entered into by the applicant and a Certified Arborist for the supervision of all works conducted in close proximity to the aforesaid tree protection zones. The contract must include the scope of work to be undertaken, including the proposed number of monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.

*(Servicing Agreement – Letter of Credit)*

- m) Provision of a Letter of Credit to secure the completion of the works in an amount determined by the Director of Development.

*(Servicing Agreement – LTO Registration)*

- n) Registration of the Servicing Agreement on title.

*(Development Permit)*

30. Submission and processing of a Development Permit\* application, completed to a level deemed acceptable by the Director of Development, demonstrating:
- a) design development of the rezoning concept to address:
    - i. Council directions arising out of Public Hearing;
    - ii. form and character objectives noted in the associated Report to Planning Committee;
    - iii. form and character objectives described in the OCP and CCAP Development Permit Guidelines;
    - iv. technical resolution, as necessary, of building services, private utilities, public utilities, parking and loading and waste management including provision of final utility, loading, waste management and signage and wayfinding plans; and
    - v. technical resolution, as necessary, of the landscape plans related to:
      - a. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new ecological network landscape;
      - b. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new trees; and
      - c. the installation and/or maintenance (including automatic irrigation) of additional landscape; and
  - b) the owner's commitment to design and construct the development in accordance with rezoning policy, the rezoning considerations and the draft site-specific zoning bylaw, by incorporating information into the Development Permit plans (inclusive of architectural, landscape and other plans, sections, elevations, details, specifications, checklists and supporting consultant work) including, but not limited to:
    - i. statutory rights of way, easements, encroachments, no build areas, agreements and other legal restrictions;
    - ii. flood construction level(s);
    - iii. use, density, height, siting, building form, landscaping, parking and loading and other zoning provisions;
    - iv. site access and vehicular crossings;
    - v. the required shared commercial/visitor parking stalls;
    - vi. the required EV-charging and EV-ready vehicle parking stalls;
    - vii. the required EV-charging and EV-ready bicycle parking stalls;
    - viii. the required car-share parking stalls;
    - ix. the required end of trip facilities, including their location, number, size, type and use;
    - x. the location of areas reserved for DEU connection facilities and a notation regarding the need for DEU pre-ducting;
    - xi. the required affordable housing units, including their size and location;
    - xii. the required aging in place, basic universal, accessible, adaptable and/or convertible dwelling units, including their associated design features;

- xiii. a site and building Accessibility checklist and identification of specific recommended measures on the plans, where relevant;
- xiv. a CPTED checklist and identification of specific recommended measures on the plans, where relevant;
- xv. a LEED Checklist with measures recommended by a LEED AP BD+C to achieve LEED Silver equivalent and identification of specific measures to be incorporated into the Building Permit plans;
- xvi. an acoustic and mechanical report with recommendations prepared by an appropriate registered professional regarding measures to be incorporated into the Building Permit drawings to achieve the exterior and interior noise levels and other noise mitigation standards articulated in the aircraft and mixed use noise covenants;
- xvii. the required common indoor, common outdoor and private outdoor amenity areas including their location, size, use and finishing;
- xviii. the location and specifications for ecological network landscaping; and
- xix. the dimensions of any tree protection fencing illustrated on the Tree Retention/Management Plan provided with the application.

***(Letter of Credit – Trees, Ecological Network and Landscape)***

- c) Submission of a letter of credit for landscaping based on 100% of the cost estimate provided by the Landscape Architect, including installation costs, plus a 10% contingency cost.

***(Building Permit)***

Note: Prior to Building Permit issuance the approved Development Permit and associated conditions, as well as any additional items referenced in "Schedule B: Assurance of Professional Design and Commitment for Field Review", shall be incorporated into the Building Permit plans (drawings and documents) prior to Building Permit issuance.

Note: Prior to Building Permit issuance the developer must submit a "Construction Parking and Traffic Management Plan" to the Transportation Department. The 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.

Note: Prior to Building Permit issuance the developer must obtain a Building Permit 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.

**General Notes:**

1. Some of the foregoing items (\*) may require a separate application.
2. Where the Director of Development deems it appropriate, legal 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

## ATTACHMENT 6

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 legal 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.

3. Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
4. 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

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Signed

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Date

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Updated: January 10, 2017 3:21 PM

\_\_\_\_ Initial

## COPY ADP MINUTES

**3. RZ 14-678448/DP 15-708092 – PROPOSED REZONING OF 6840-6860 NO.3 ROAD AND 8051 ANDERSON ROAD TO PROVIDE FOR THE DEVELOPMENT OF A MIXED COMMERCIAL AND MULTI-FAMILY RESIDENTIAL USE DEVELOPMENT WITH A TOTAL FAR OF 3.84 AND A HEIGHT OF 47 M GSC.**

APPLICANT: Ifortune Homes

PROPERTY LOCATION: 8051 Anderson Road

**Applicant's Presentation**

Daniel Eisenberg and Amela Brudar, GBL Architects, and Landscape Architect Grant Brumpton, PWL Partnerships, presented the project on behalf of the applicant and answered queries from the Panel.

**Panel Discussion**

*Comments from the Panel were as follows:*

- the design of the proposed building is unique in Richmond but suitable for its location;
- the building design is new and interesting; however, the south-facing balconies of the residential midrise need further articulation to achieve its architectural objective;
- consider introducing architectural elements and/or lighting in the proposed north-south lane to make it more friendly;
- would like to see the application back to the Panel if substantial changes will be made to the proposed development;
- the west façade of the building almost opposite Richmond City Hall is interesting; appreciate the inversion of the “podium streetwall with tower” and the pedestrian use of the space under the cantilevered rectangular volumes;
- applicant should ensure that the proposed commercial balconies are kept tidy and free from unsightly objects (e.g. barbeque grills, potted plants, etc.) as they are an important piece on the south façade;
- consider continuing the concrete paving treatment on the covered southern portion of the north-south lane up to the exposed northern portion to improve the experience of pedestrians and motorists coming from the north of the subject site;
- consider eliminating the sidewalk on the proposed north-south lane to enable pedestrians and motorists to share the use of the lane;
- lanes should be well lit to ensure pedestrian safety;
- commend the applicant for a clear and thorough presentation on the architecture and landscaping of the proposed development;
- the planting palette is well considered; appreciate the animation and landscaping on the various levels of the building; appreciate the round garden plots and the tables in between;

## ATTACHMENT 7

- appreciate the applicant's intent to contrast the landscaping of the different building levels with the rectilinear architecture of the building; overall geometry works in the plan drawings but may not be experienced by the residents at the different floor levels; up close, curves may look fuzzy and accidental; some curves, lines and diagonal trellises create too much geometry; consider design development and refinement of geometry on the landscaped areas in the building;
- curved planting beds fronting Anderson Road is not consistent with the overall architecture of the building and landscaping on the ground level; consider a rectilinear form for the planting beds;
- would like to see the proposal back to the Panel if there will be changes to the proposed landscaping;
- appreciate the proposed building form and massing which is unique in Richmond; appreciate the landscaped rooftop of the office tower;
- overall landscaping is cohesive and works well in aerial view; however, the landscaped areas work independently at each level and will not be experienced as a whole by the residents;
- the common outdoor space at the end of the hallway on level 9 is excessive and may not be used by residents; consider utilizing a portion of the space to create an extended private balcony for the two adjacent residential units;
- consider a more extended overhang to provide 4-5 meters of covered space on the ground level of the office tower along No. 3 Road; will provide better weather protection to future occupants of the office tower; also consider more seating opportunities (e.g. partially covered and partially exposed bench areas) along No. 3 Road and Anderson Road and at the corners to provide meeting places for people; application of Canada Line setback guidelines in this location is not necessary as there is no intention to extend the Canada Line southward;
- attention given to the north-south lane is excessive; should be used only as a vehicle service lane and not for pedestrian circulation; pedestrians should utilize the public realm fronting the streets; an east-west lane is not supported, unless the lane is designed to incorporate commercial and active use at ground level (ex. Fan Tan Alley in Victoria), it will not be well-used by pedestrians; provided service access can be accommodated by the north-south lane, removal of the east-west lane is supported; consider covering the entire lane to screen the exposed parkade and introduce a green roof to provide more visual interest from above;
- applicant can look at appropriate precedents if it wants to animate the lane, e.g. Fan Tan Alley in Victoria, Maiden Lane in San Francisco, and other pedestrian lanes in Europe;
- will support the project if the applicant will incorporate the suggested design changes to the proposed north-south and east-west lanes;
- support the previous comment regarding the needed design changes for the proposed east-west lane especially with regard to eliminating the pedestrian sidewalk;

ATTACHMENT 7

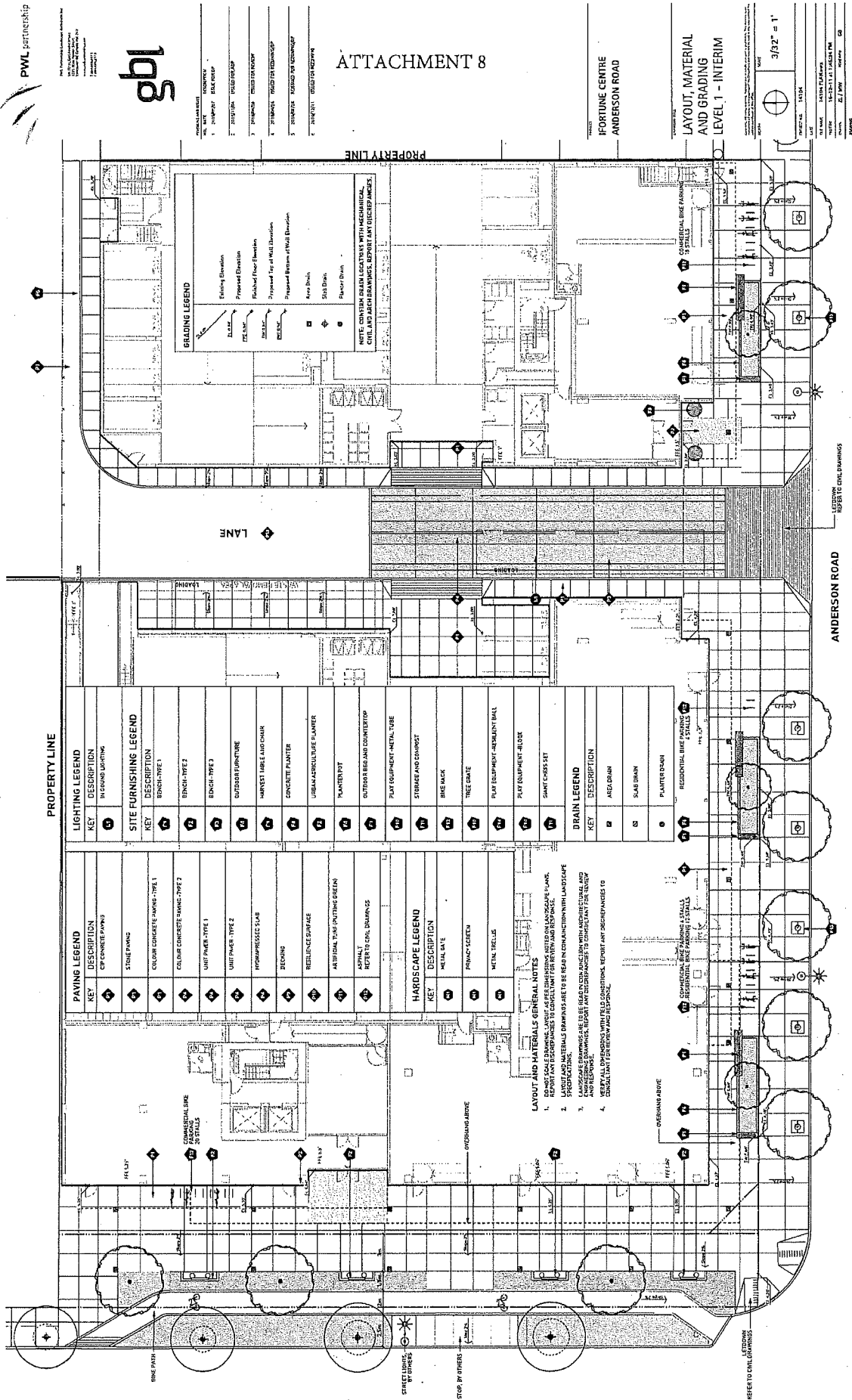
- the applicant needs to provide adequate setback along No. 3 Road for the possible extension of Canada Line in the future;
- appreciate the provision of affordable units and the incorporation of universal access features in residential units; also appreciate the provision of pocket doors in some residential units;
- project may not return to the Panel unless substantial changes are made to the Canada Line setback and the building overhang;
- the applicant is encouraged to identify public art opportunities for the proposed development;
- appreciate the elevation along No. 3 Road and the overhanging tower; agree with comments that it could be further extended;
- the proposed development is sited in a prominent location; design development is needed to emphasize the importance of the project;
- the proposed north-south lane is highlighted by the applicant; however, it lacks appropriate treatments and amenities which would enhance the pedestrian and motorist experience;
- review the relationship of the subject development with the adjacent development along Anderson Road; the stepping down of the residential mid-rise is a weak move; consider a stronger transition;
- consider a stronger interaction of the north side of the proposed development, e.g. more “eyes on the street”, with the east-west pedestrian mews; and
- would like to see the application again in the Panel.

**Panel Decision**

It was moved and seconded

*That DP 15-708092 return to the Panel with the applicant giving consideration to the comments of the Panel.*

**CARRIED**



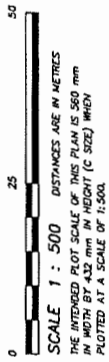


PLAN EPPXXXXX

EXPLANATORY PLAN OF VOLUMETRIC STATUTORY RIGHT OF WAY  
OF PART OF LOT 1 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP-----  
PURSUANT TO SECTION (99)(1)(e) OF THE LAND TITLE ACT.

BCGS 92G.015 CITY OF RICHMOND

"FOR PUBLIC PASSAGE PURPOSES"



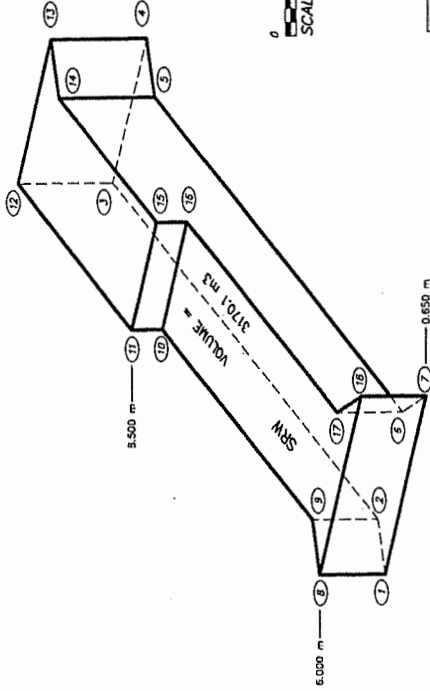
INTEGRATED SURVEY AREA No. 18  
(CITY OF RICHMOND) NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM PLAN EPP-----

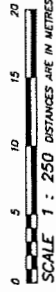
**LEGEND**

m<sup>2</sup> DENOTES SQUARE METERS

m<sup>3</sup> DENOTES CUBIC METERS

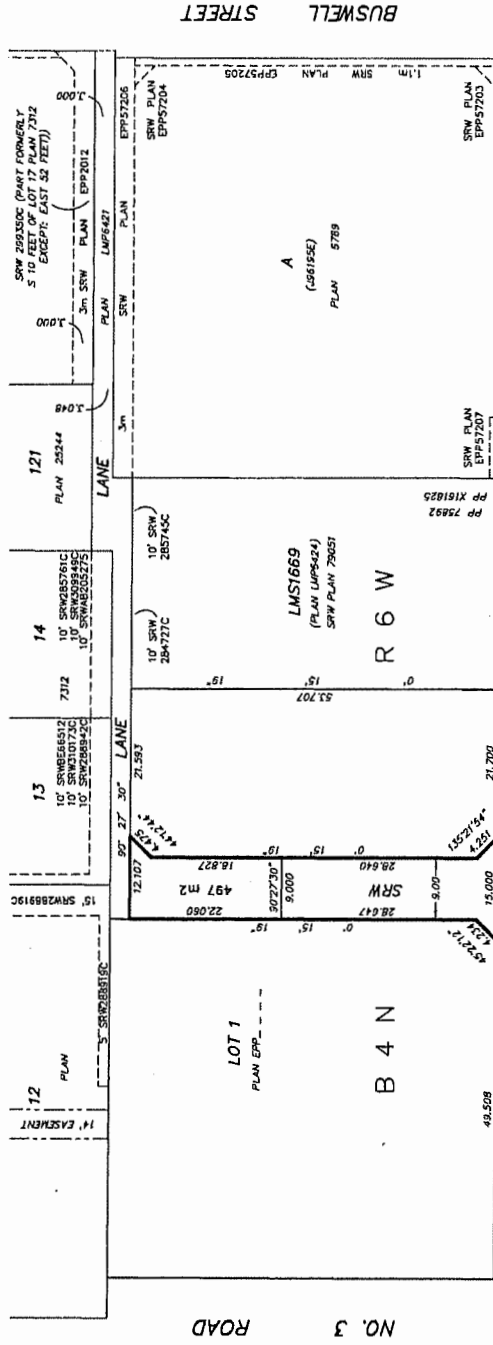


ISOMETRIC VIEW



**TABLE OF COORDINATES**

| PL.No. | Northing  | Easting   | Elevation |
|--------|-----------|-----------|-----------|
| 1      | 10000.000 | 10000.000 | 0.660     |
| 2      | 10002.966 | 10003.013 | 0.660     |
| 3      | 10053.672 | 10003.289 | 0.660     |
| 4      | 10053.575 | 10015.345 | 0.660     |
| 5      | 10050.367 | 10012.225 | 0.660     |
| 6      | 10002.901 | 10012.013 | 0.660     |
| 7      | 9999.876  | 10015.000 | 0.660     |
| 8      | 10000.000 | 10000.000 | 0.660     |
| 9      | 10002.966 | 10003.013 | 6.000     |
| 10     | 10031.612 | 10003.141 | 6.000     |
| 11     | 10031.612 | 10003.141 | 8.500     |
| 12     | 10053.672 | 10003.289 | 8.500     |
| 13     | 10053.575 | 10015.345 | 8.500     |
| 14     | 10050.367 | 10012.225 | 8.500     |
| 15     | 10031.540 | 10012.141 | 8.500     |
| 16     | 10031.540 | 10012.141 | 6.000     |
| 17     | 10002.901 | 10012.013 | 6.000     |
| 18     | 9999.876  | 10015.000 | 6.000     |



ANDERSON ROAD

PLAN VIEW

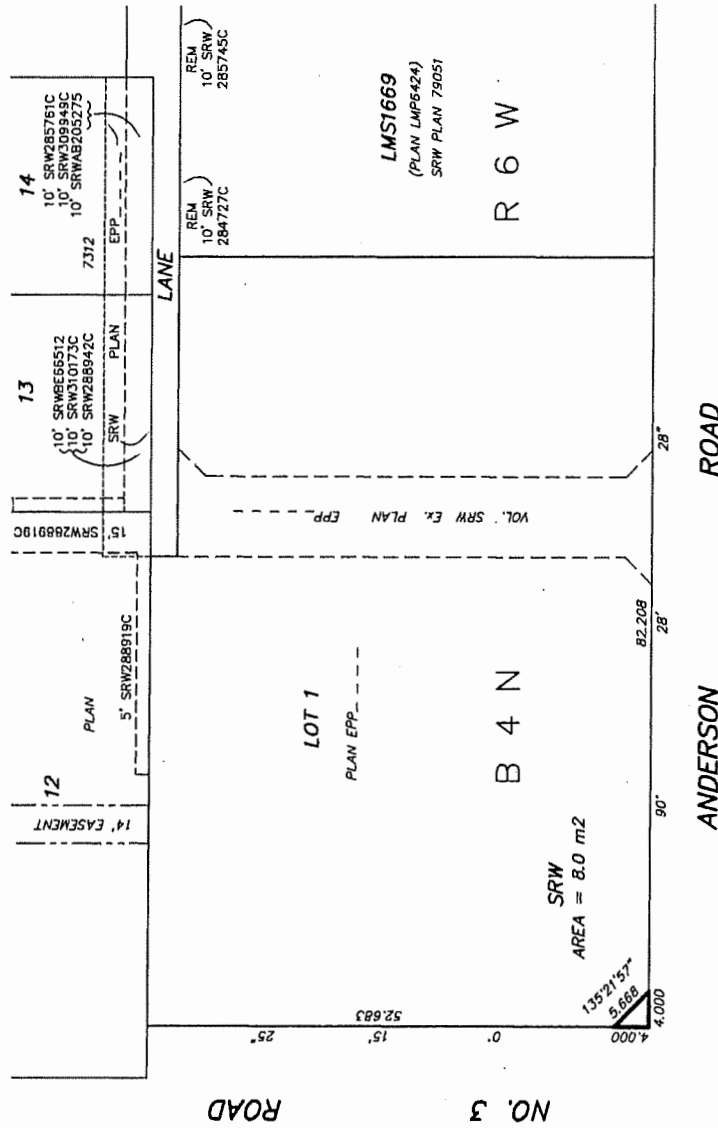


THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPP-----  
GRANT BUTLER, BC25 ECP L----- DRAFT

7 DEC 2016

PROFESSIONAL LAND SURVEYORS  
**BUTLER  
SUNDWICK**  
Vancouver, BC V6L 3N7  
Tel. 604-672-7211  
www.butlersundwick.com  
Dwg: 4554-SRW 1

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

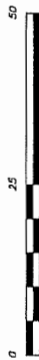


PLAN EPPXXXXX

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OF  
PARTS OF LOTS 12, 13 AND 14 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 7312  
PURSUANT TO SECTION (99)(1)(c) OF THE LAND TITLE ACT.

BCGS 926.015 CITY OF RICHMOND

"FOR PUBLIC PASSAGE PURPOSES"



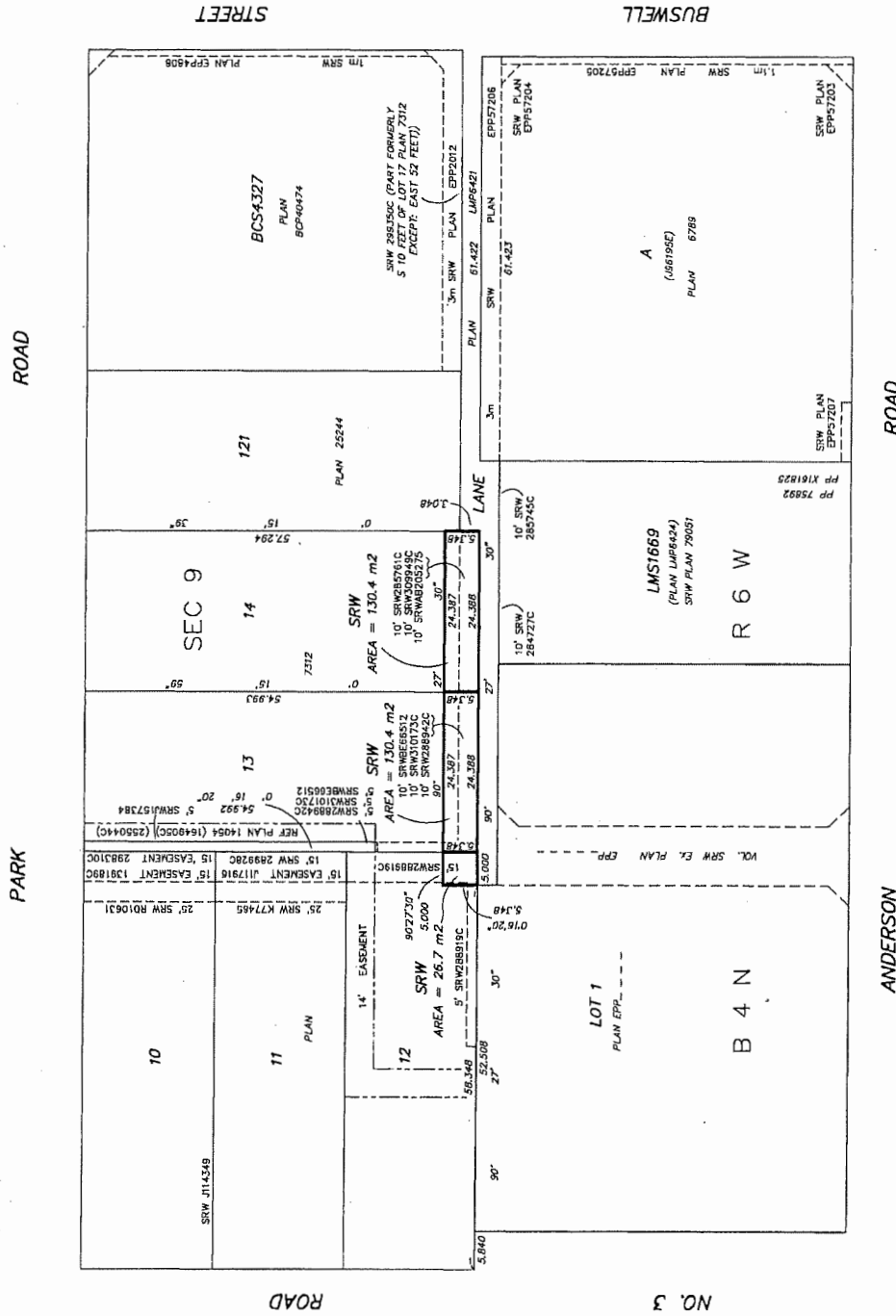
SCALE 1 : 500 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 560 mm  
IN WIDTH BY 432 mm IN HEIGHT (C SIZE) WHEN  
PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 18  
(CITY OF RICHMOND) NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM PLAN EPP----

LEGEND

m<sup>2</sup> DENOTES SQUARE METRES



7 DEC 2016  
PROFESSIONAL LAND SURVEYORS  
BUTLER  
SUNDICK  
Vancouver, BC V6L 3N1  
Tel. 604-872-7211  
Fax 4554  
Dwg: 4554-SRW 2  
www.bulterandnick.com

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPP-----  
GRANT BUTLER, BCLS ECP A----- DRAFT

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

PLAN EPPXXXXXX

**DRAFT**

EXPLANATORY PLAN OF VOLUMETRIC STATUTORY RIGHT OF WAY  
OF PART OF LOT 1 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP-----  
PURSUANT TO SECTION (89)(1)(e) OF THE LAND TITLE ACT.

BCGS 92G.015 CITY OF RICHMOND

"FOR SHARED PARKING PURPOSES"

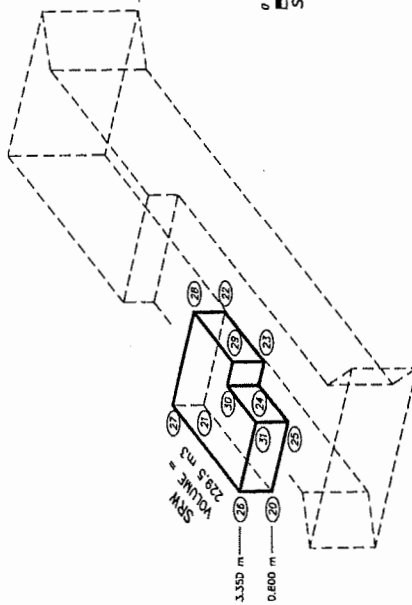
0 25 50  
SCALE 1 : 500 DISTANCES ARE IN METRES

THE INTENDED PLAN SCALE OF THIS PLAN IS 500 mm  
DISTANCES ARE SHOWN IN METRES (C-SIZES) WHEN  
PLOTTED AT A SCALE OF 1:500.



INTEGRATED SURVEY AREA No. 18  
(CITY OF RICHMOND) NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM PLAN EPP-----

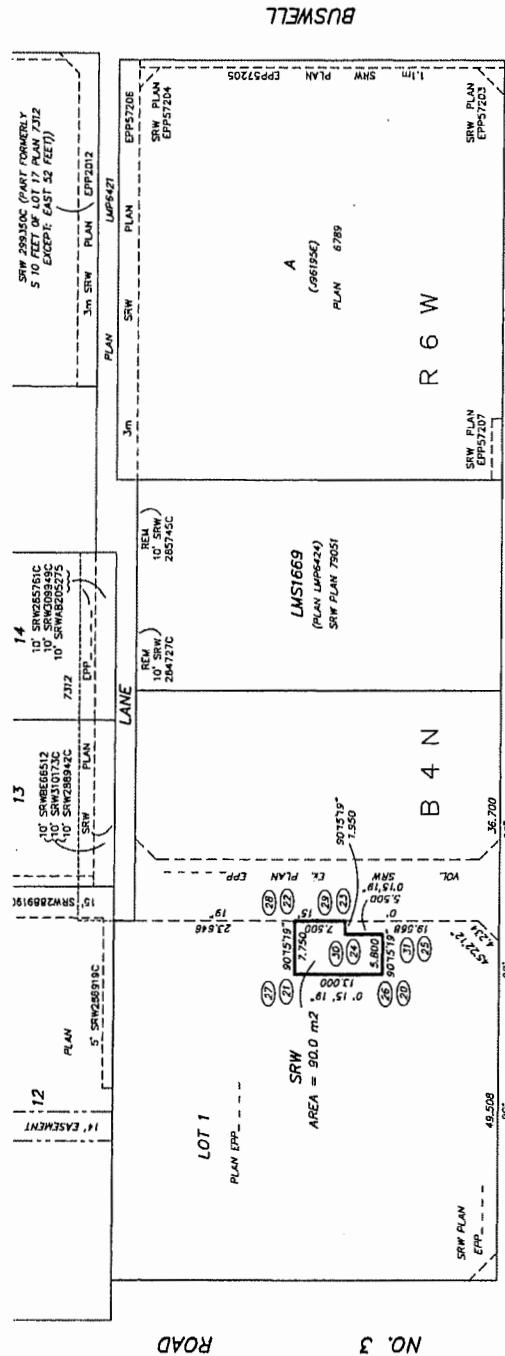
**LEGEND**m<sup>2</sup> DENOTES SQUARE METRESm<sup>3</sup> DENOTES CUBIC METRES

ISOMETRIC VIEW

0 5 10 15 20  
SCALE 1 : 250 DISTANCES ARE IN METRES

**TABLE OF COORDINATES**

| PL.No. | Northing  | Easting   | Elevation |
|--------|-----------|-----------|-----------|
| 20     | 10017.061 | 9995.326  | 0.800     |
| 21     | 10030.061 | 9995.384  | 0.800     |
| 22     | 10090.026 | 10003.134 | 0.800     |
| 23     | 10022.533 | 10003.100 | 0.800     |
| 24     | 10022.535 | 10001.150 | 0.800     |
| 25     | 10017.035 | 10001.126 | 0.800     |
| 26     | 10017.061 | 9995.326  | 3.350     |
| 27     | 10030.061 | 9995.384  | 3.350     |
| 28     | 10090.026 | 10003.134 | 3.350     |
| 29     | 10022.533 | 10003.100 | 3.350     |
| 30     | 10022.535 | 10001.150 | 3.350     |
| 31     | 10017.035 | 10001.126 | 3.350     |

**DRAFT**

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPP-----  
GRANT BUTLER, BOLS ECP L----- DRAFT

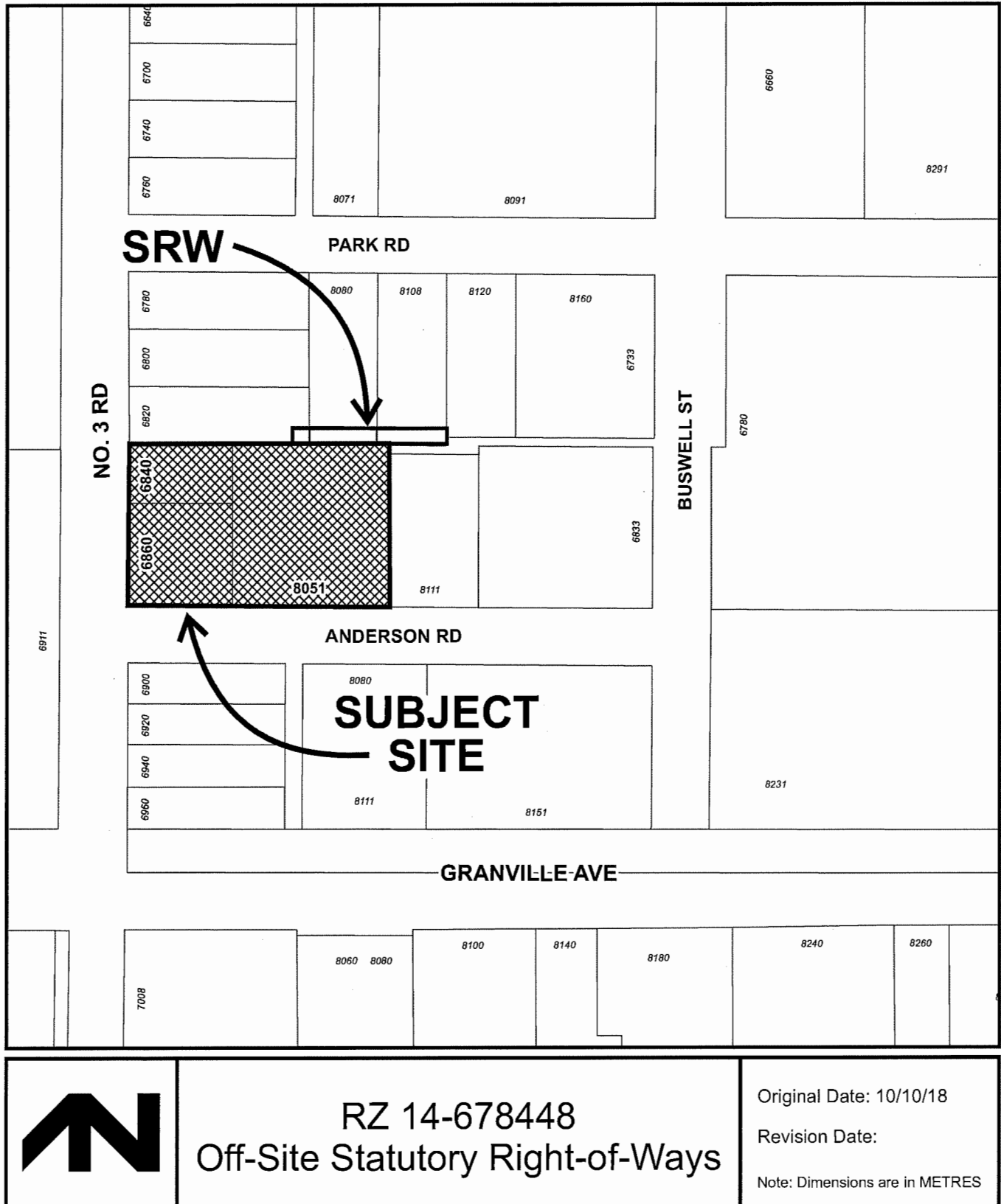
19 DEC 2016

PROFESSIONAL LAND SURVEYORS  
**BUTLER  
SUNDWICK**  
201 - 1375 McLean Drive  
Vancouver, BC V6E 2M7  
Tel: 604-478-7311  
Fax: 455-4  
www.butlersundwick.ca  
Dwg: 4554-SRW 4

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT



City of  
Richmond



RZ 14-678448  
Off-Site Statutory Right-of-Ways

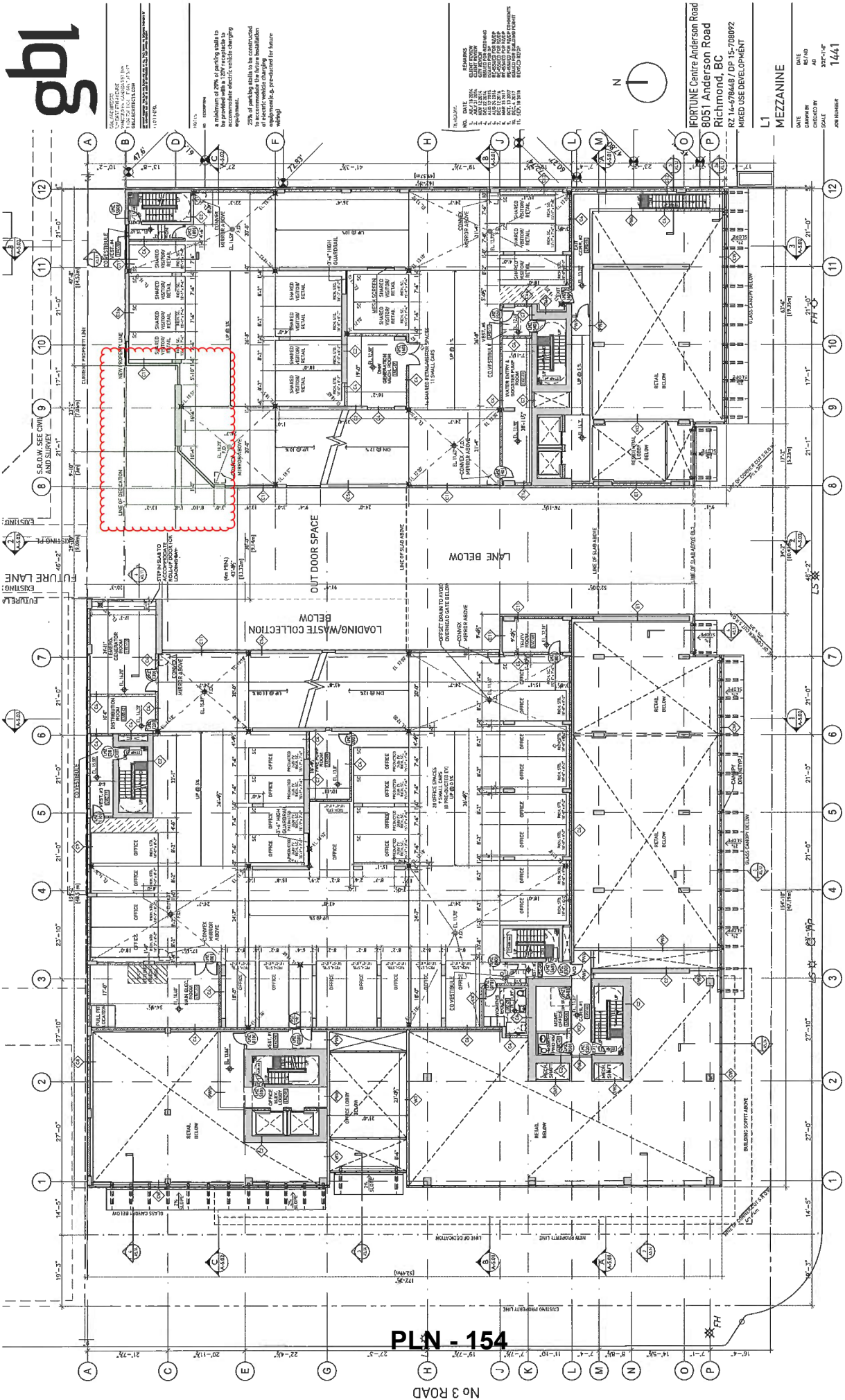
Original Date: 10/10/18

Revision Date:

Note: Dimensions are in METRES



gbl



PLN - 154

No 3 ROAD

FORTUNE Centre Anderson Road  
8051 Anderson Road  
Richmond, BC  
RZ 16-67848 / DP 15-708972  
MIXED USE DEVELOPMENT

L1  
MEZZANINE  
DATE  
DRAWN  
CHECKED  
SCALE  
JOB NUMBER

ANDERSON ROAD

A-3.01

at least 20% of parking stalls to be provided with a 120V receptacle to accommodate electric vehicle charging equipment.

25% of parking stalls to be constructed to accommodate the future installation of electric vehicle charging equipment, e.g., pre-dug for future wiring]

**ABBREVIATIONS:**  
B.U.H. = Basic Universal Housing features

| REV. DATE | NO. | DATE        | REMARKS                    |
|-----------|-----|-------------|----------------------------|
|           | 1.  | JUL 18 2014 | CLIENT REVIEW              |
|           | 2.  | JUL 31 2014 | CLIENT REVIEW              |
|           | 3.  | NOV 12 2014 | CITY REVIEW                |
|           | 4.  | DEC 22 2014 | ISSUED FOR PERM            |
|           | 5.  | AUG 21 2015 | ISSUED FOR DP              |
|           | 6.  | AUG 24 2016 | RE-ASSED FOR PERM          |
|           | 7.  | OCT 12 2016 | RE-ASSED FOR PERM          |
|           | 8.  | MAR 13 2017 | RE-ASSED FOR PERM          |
|           | 9.  | OCT 13 2017 | RE-ASSED FOR PERM          |
|           | 10. | DEC 4 2017  | RE-ASSED FOR BUILDING PERM |
|           | 11. | SEP 18 2018 | REVISED REVIEW             |

$$z \left( \frac{1}{\sqrt{2\pi}} \right)$$

**IFORTUNE Centre Anderson Road  
8051 Anderson Road  
Richmond, BC  
RZ 14-678448 / DP 15-708092  
MIXED USE DEVELOPMENT**

RES. L2 OFFICE. L2  
EL 00R P I AN

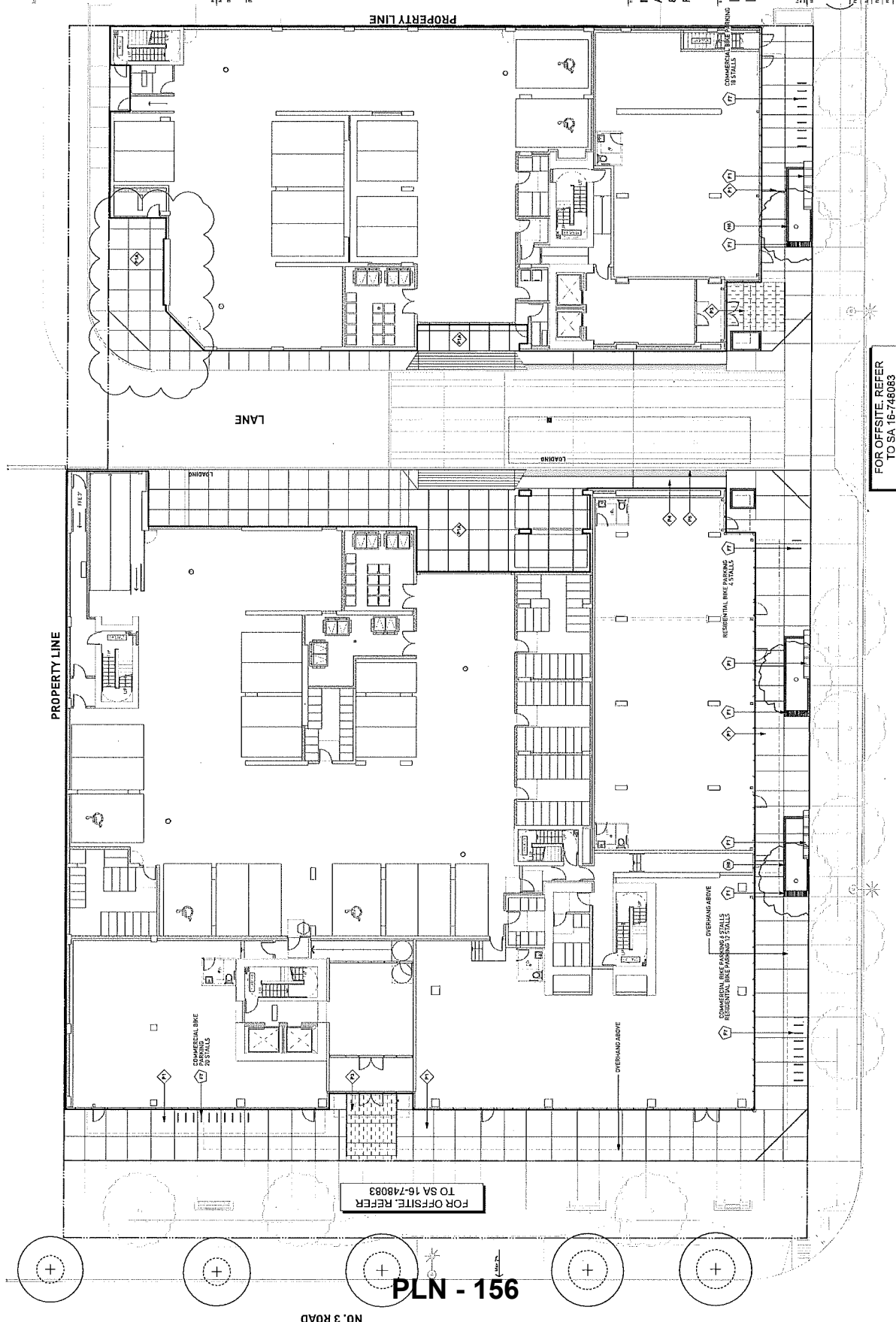
|            |             |
|------------|-------------|
| DATE       | DATE        |
| DRAWN BY   | RS / MD     |
| CHECKED BY | AB          |
| SCALE      | 3/32"=1'-0" |
| JOB NUMBER | 1441        |

A-3.02



No 3 ROAD

ANDERSON ROAD



**OFF-SITE NOTES:**  
REFER TO SERVICING AGREEMENT SA-16-74083 FOR OFF-SITE LANDSCAPE INFORMATION



# City of Richmond

**Rezoning Considerations**  
Development Applications Department  
6911 No. 3 Road, Richmond, BC V6Y 2C1

**Address:** 6840 and 6860 No. 3 Road and 8051 Anderson Road

**File No.:** RZ 14-678448

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, the owner is required to complete the following.**

*(Subdivision, Dedications, SRWs and Encroachments)*

1. Discharge\* of the following Statutory Rights of Way:

- a) with respect to 6840 No. 3 Road,
  - SRW – Township of Richmond – 287391C;
- b) with respect to 6860 No. 3 Road,
  - SRW – Township of Richmond – 285751C;
  - SRW – Township of Richmond – 285759C;
- c) with respect to 8051 Anderson Road,
  - SRW – Township of Richmond – 284721C;
  - SRW – Township of Richmond – 285746C; and
  - SRW – Township of Richmond – 285752C.

\* Existing SRWs may be amended where relevant to implementing new SRW requirements, with the agreement of the City Solicitor.

- 2. Submission of interim and ultimate road functional drawings, showing all dedicated land and statutory rights of way areas pertaining to the subject property and adjacent properties, to the satisfaction of the City.
- 3. Consolidation of all parcels and registration of a subdivision plan for the subject site that satisfies the following conditions, generally as shown in the sketch survey plan(s) (RTC Attachment 9):
  - a) dedication of approximately 5.8 m along the No. 3 Road frontage for street widening, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation; and
  - b) dedication of an area approximately 33.7 m x 3.0 m in the northeast corner of the site for lane purposes, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation.

*(Note: Refer to Servicing Agreement section for information regarding frontage improvements on fronting City and dedicated lands.)*

- 4. Granting of a volumetric public right of passage and utilities statutory right-of-way for an internal lane composed of a minimum of:
  - an approximately 10.3 m wide x 31.7 m long x 5.0 m high south portion (to accommodate vehicular traffic);
  - an approximately 9.0 m wide x 22.1 m long x 7.5 m high north portion (to accommodate vehicular traffic and overflow waste loading);
  - a 3.0 m x 3.0 m corner cut on either side of the intersection of the SRW with the Anderson Road property line; ~~and~~
  - ~~a 3.0 x 3.0 m corner cut on the east side of the intersection of the SRW with the east-west lane; and~~
  - an approximately 4.1 m wide x 18.9 m long x 8.5 m high northeast portion (to accommodate vehicle turnaround),

generally as shown in the related sketch survey plan (RTC Attachment 9E) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:

- a) universal accessibility;
  - b) design and construction requirements, including decorative finishing and lighting for the ground, wall and ceiling surfaces in the south portion, as determined through the Development Permit and Servicing Agreement processes;
  - c) design and construction at owner's cost; and
  - d) maintenance and repair at owner's cost.
5. Granting of an approximately 90 m<sup>2</sup> public right of passage and utilities statutory right of way to accommodate car share stalls and drive aisle access, generally as shown in the related sketch survey plan (RTC Attachment 9) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:
- a) universal accessibility;
  - b) design and construction, including decorative finishing and lighting for the ground, wall and ceiling surfaces to match the decorative finishing in the volumetric SRW (south portion), as determined through the Development Permit and Servicing Agreement processes;
  - c) design and construction, at owner's cost; and
  - d) maintenance and repair, at owner's cost.
6. Granting of a volumetric public right of passage and utilities statutory right of way at the corner of No. 3 Road and Anderson Road to satisfy the 4.0 m x 4.0 m transportation corner cut requirement, generally as shown in the related sketch survey plan (RTC Attachment 9). The statutory right-of-way shall provide for:
- a) a clear height of 5.0 m;
  - b) universal accessibility;
  - c) decorative finishing consistent with the finishing on surrounding city and private land, as determined through the Development Permit and Servicing Agreement processes;
  - d) design and construction at owner's cost; and
  - e) maintenance and repair at owner's cost.
7. ~~[Removed] Granting of a public right of passage and utilities statutory rights of way in favour of the City on the properties at 6820 No. 3 Road, 8080 Park Road, and 8108 Park Road for the purposes of supplementing the existing secured portions of the east-west lane that runs to Buswell Street and composed of:~~
- ~~— for 6820 No. 3 Road, approximately 5.348 m x 5.00 m in the south-east corner of the site;~~
  - ~~— for 8080 Park Road, approximately 5.348 m x 24.387 m along the south PL; and~~
  - ~~— for 8108 Park Road, approximately 5.348 m x 24.387 m along the south PL;~~
- ~~generally as shown in the sketch survey plan(s) (RTC Attachment 9), subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation and to provide for:~~
- ~~a) each SRW to be free and clear of obstructions except that, in the case of 8080 and 8108 Park Road, loading may occur in the north 3.0 m of the statutory right of way subject to the provisions of the Traffic Regulation By-law;~~
  - ~~b) universal accessibility;~~
  - ~~c) interim improvements at the developer's cost, as determined by the Servicing Agreement process; and~~
  - ~~d) maintenance and repair at owner's cost.~~

~~Note: Refer also to the District Energy Utility conditions regarding statutory rights of way related to district energy facilities.~~

~~Note: Refer also to Servicing Agreement conditions regarding statutory rights of way related to private utility connections.~~

#### **(Covenants and Agreements)**

8. **(Flood Construction Level)** Registration of a flood covenant on title identifying the basic minimum flood construction level of 2.9 m GSC for Area A.
9. **(Aircraft Noise)** Registration of an aircraft noise restrictive covenant on title suitable for residential uses and a SRW in favour of the Airport Authority.

10. **(Mixed Use Noise)** Registration of a mixed use noise restrictive covenant on title that identifies the development as being of mixed use (residential and commercial).
11. **(Ambient Noise)** Registration of an ambient noise restrictive covenant on title noting that the development is located in a densifying urban area and may be subject to impacts that affect the use and enjoyment of the property including, but not limited to, ambient noise, ambient light, shading, light access, privacy, outlook, vibration, dust and odours from development or redevelopment of public and private land in the surrounding area.
12. **(Affordable Housing)** Registration of a Housing Agreement securing the owner's commitment to:
  - a) provide 5% of the residential floor area to affordable housing dwelling units, in perpetuity;
  - b) provide for affordable housing units, of numbers, types, sizes and associated rent and income levels in accordance with the table below:

| Unit Type  | Affordable Housing Strategy Requirements |                               |                                    | Project Targets (2) |            |
|------------|------------------------------------------|-------------------------------|------------------------------------|---------------------|------------|
|            | Minimum Unit Area                        | Maximum Monthly Unit Rent (1) | Total Maximum Household Income (1) | Unit Mix            | # of Units |
| Bachelor   | 37 m <sup>2</sup> (400 ft <sup>2</sup> ) | \$850                         | \$34,000 or less                   | 0%                  | 0          |
| 1-Bedroom  | 50 m <sup>2</sup> (535 ft <sup>2</sup> ) | \$950                         | \$38,000 or less                   | 40%                 | 2          |
| 2- Bedroom | 80 m <sup>2</sup> (860 ft <sup>2</sup> ) | \$1,162                       | \$46,500 or less                   | 60%                 | 3          |
| 3-Bedroom  | 91 m <sup>2</sup> (980 ft <sup>2</sup> ) | \$1,437                       | \$57,500 or less                   | 0%                  | 0          |
| TOTAL      |                                          | N/A                           | N/A                                | 100%                | 5          |

- (1) May be adjusted periodically, as provided for under adopted City policy.
  - (2) 100% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.
- c) provide for private outdoor amenity area for each unit consistent with the minimum requirements of the CCAP and OCP Development Permit Guidelines;
  - d) provide for full and unlimited access to, and use of, all on-site indoor and outdoor amenity spaces, at no additional charge;
  - e) provide 5 parking stalls for exclusive use of the occupiers of the Affordable Housing Units at no cost in perpetuity;
  - f) provide for full and unlimited access to, and use of, other building facilities including, but not limited to, casual, shared or assigned bicycle storage, visitor parking, electric vehicle charging and related facilities, at no additional charge;
  - g) provide for all affordable housing units and related uses (e.g. parking) and amenities (e.g. common outdoor amenity space) to be completed to a turnkey level of finish at the sole cost of the developer and to the satisfaction of Director of Development and Manager, Community Services;
  - a) incorporate and identify the affordable housing dwelling units and associated facilities in the Development Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator; and
  - b) incorporate and identify the affordable housing dwelling units and associated facilities in the Building Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator.
13. **(Shared Commercial and Residential Visitor Parking)** Registration of a restrictive covenant on title securing the owner's commitment to:
    - a) provide a pool of ~~forty-one (41)~~ **thirty six (36)** shared commercial/residential visitor parking stalls;
    - b) locate the shared stalls on the ground level of the parkade, on either side of the north-south lane, using all of the available commercial stalls, and locate any remainder on the next parkade level, subject to the approval of the Director of Transportation;
    - c) ensure the shared stalls will remain unassigned;
    - d) ensure the shared stalls will be fully accessible (e.g. entry gate open) during standard business operating hours;
    - e) ensure the visitor use of the shared stalls will be accessible (e.g. buzz entry) during non-standard business hours;
    - f) identify the shared commercial/visitor parking stalls in the Development Permit plans;

- g) identify the shared commercial/visitor parking stalls in the Building Permit plans; and
- h) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the shared commercial/residential visitor stalls, to the satisfaction of the Director of Transportation.

14. **(Shared Commercial and Residential Truck Loading)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide a pool of three (3) shared commercial/residential medium size truck loading spaces;
- b) ensure the shared spaces will remain unassigned;
- c) identify the shared commercial/visitor medium size truck loading spaces in the Development Permit plans;
- d) identify the shared commercial/visitor medium size truck loading spaces in the Building Permit plans; and
- e) prior to Building Permit issuance granting occupancy, provide wayfinding and space identification signage for the shared commercial/residential large size truck loading space, to the satisfaction of the Director of Transportation.

*Note: Two adjoining medium size truck spaces are also intended to be used for provision of one of the required large size truck loading spaces.*

15. **(Electric Vehicle Provisions)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide a minimum of 20% of residential parking stalls with a 120 volt receptacle to accommodate electric vehicle charging equipment;
- b) provide an additional minimum of 25% of residential parking stalls with pre-ducting to support future installation of electric vehicle charging equipment;
- c) provide a minimum of one 120 volt receptacle is provided to accommodate electric charging equipment for every 10 Class 1 bike parking stalls;
- d) identify the electric vehicle stalls in the Development Permit plans;
- e) identify the electric vehicle stalls in the Building Permit plans; and
- f) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the electric vehicle stalls, to the satisfaction of the Director of Transportation.

16. **(End of Trip Facilities)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide cycling end of trip facilities for the shared use of all commercial uses (e.g. retail and office) generally as follows:
  - i. one male facility and one female facility, each with a minimum of two showers; and
  - ii. located such that the facilities are easily accessible from bicycle parking areas and all intended users.
- b) identify the cycling end of trip facilities in the Development Permit plans;
- c) identify the cycling end of trip facilities in the Building Permit plans; and
- d) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the end of trip facilities, to the satisfaction of the Director of Transportation.

*(Note: Facilities shall be a handicapped-accessible suite of rooms containing a change room, toilet, wash basin, shower, lockers, and grooming station (i.e. mirror, counter, and electrical outlets) designed to accommodate use by two or more people at one time.)*

17. **(Car Share Provisions)** Registration of a restrictive covenant on title or alternative legal agreement(s), subject to the final approval of the Director of Transportation, securing the owner's commitment to:

- a) provide two car-share stalls with drive aisle access, secured with a SRW in favour of the City, on the ground level of the parkade adjacent to the north-south lane SRW;
- b) provide the forgoing stalls with 24 hour a day public access;
- c) provide each car-share stall with an EV quick-charge (240 volt) charging station for its convenient and exclusive use;
- d) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Development Permit plans;
- e) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Building Permit plans;

- f) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the car share stalls, to the satisfaction of the Director of Transportation;
  - g) provide the car share stalls and associated access at no cost to the car share operator;
  - h) provide the car share stalls and associated access at no cost to individual users of the car share service, except as otherwise determined by the City;
  - i) provide two car share cars, of which at least one is an electric vehicle, at no cost to the car share operator;
  - j) submit a draft contract of the agreement between the Developer and the car share provider for City's review;
  - k) submit a Letter of Credit prior to Development Permit for the sum of \$45,000 to secure the developer's commitment to provide the car share cars;
  - l) should the car share cars not be provided at the time of Building Permit issuance granting occupancy, voluntarily contribute the \$45,000 secured by LOC towards alternate transportation demand management modes of transportation;
  - m) prior to Building Permit issuance granting occupancy, enter into a contract with a car share operator for a minimum of three years from the first date of building occupancy, a copy of which shall be provided to the City; and
  - n) in the event that the car-share facilities are 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 facilities 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 facilities shall be used going forward.
18. **(Common Amenity Space)** Registration of a restrictive covenant on title or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to:
- a) provide for full and unlimited access to and use of all common residential indoor and outdoor recreational and/or social amenity spaces/facilities for all residents including, but not limited to, the podium level deck, the Level 7 urban agriculture deck and the roof level deck, except in the case that individual facilities are reserved for private use by residents on a managed, time-limited and specified purpose basis.
19. **(District Energy Utility)** 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:
- a) 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;
  - b) if a DEU is available for connection, no final building inspection permitting occupancy of a building will be granted until: the Owner has executed and delivered to the City a Section 219 Covenant for the installation, operation and maintenance of all necessary facilities for supplying the services to the Lands; the Owner has entered into a Service Provider Agreement as required by the City; and the Owner has granted or acquired the Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the Lands; and
  - c) if a DEU is not available for connection, then the following is required prior to the earlier of subdivision (stratification) or final building inspection permitting occupancy of a building:
    - i. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
    - ii. 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;
    - iii. the owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building; and
    - iv. if required by the Director of Engineering, the owner provides to the City with security 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.

**(Contributions)**

20. **(Child Care)** City acceptance of an offer to voluntarily contribute at least \$515,105.15 (one percent of the residential floor area, excluding affordable housing floor area, calculated using the proposed floor area e.g.  $0.01 \times 7,361.8 \text{ m}^2 \times \$6,997/\text{m}^2$ ) towards the development and operation of child care (90% to Childcare Development Reserve Fund - Account # 7600-80-000-90157-0000 and 10% to Childcare Operating Contributions Account # 7600-80-000-90159-0000).
21. **(Community Facilities)** City acceptance of an offer to voluntarily contribute at least \$1,417,398.31 (five percent of the Village Centre Bonus floor area calculated using the proposed floor area e.g.  $0.05 \times .83 \times 4,881.26 \text{ m}^2 \times \$6,997/\text{m}^2$ ) towards the development of community facilities (City Centre Facility Development Fund - Account # 7600-80-000-90170-0000).
22. **(Community Planning)** City acceptance of an offer to voluntarily contribute at least \$50,304.72 (100% of the total floor area calculated using the proposed floor area e.g.  $18,700.64 \text{ m}^2 \times \$2.69/\text{m}^2$ ) towards City Centre community planning (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000).
23. **(Public Art)** City acceptance of an offer to voluntarily contribute at least \$114,861.64 (100% commercial floor area @ \$4.63 per square meter and 100% residential floor area, excluding affordable housing floor area, @ \$8.72 per square meter calculated using the proposed floor area e.g.  $10,943.14 \text{ m}^2 \times \$4.63/\text{m}^2 + 7,361.8 \text{ m}^2 \times \$8.72/\text{m}^2$ ) towards public art (15% to Public Art Provision Account # 7500-10-000-90337-0000 and 85% to ma # 7600-80-000-90173-0000).
24. **(Transportation Demand Management)** City acceptance of an offer to voluntarily contribute \$50,000 to upgrading the traffic signal at Park Road/Buswell Street (General Account (Transportation) Account # 5132-10-550-55005-0000) for pedestrian environment enhancement in support of a reduction in parking.
25. **(Trees – City Property)** City acceptance of an offer to voluntarily contribute \$1300 (calculated as \$1300 per tree) to the City's Tree Compensation Fund (Account # 2336-10-000-00000-0000) for the planting of replacement trees within the City.

Per Current Floor Area Estimates:

| Total Floor Area $\text{m}^2$ | Commercial Floor Area $\text{m}^2$ | Residential Floor Area $\text{m}^2$ | Calculable Residential Floor Area $\text{m}^2$ | Affordable Housing Floor Area $\text{m}^2$ |
|-------------------------------|------------------------------------|-------------------------------------|------------------------------------------------|--------------------------------------------|
| 18,700.64                     | 10,943.14                          | 7,757.50                            | 7361.8                                         | 395.7                                      |

**(Miscellaneous Considerations)**

26. **(LEED)** Design and construction of the development to LEED Silver Equivalent based on advice provided by a LEED AP BD+C.
27. **(Accessibility)** Design and construction of the development to include accessible housing units consistent with the following table:

| Type                                | Affordable | Market | Intent                                                                | Standard         |
|-------------------------------------|------------|--------|-----------------------------------------------------------------------|------------------|
| Aging in Place                      | 0          | 66     | - support mobility and usability                                      | Per OCP          |
| Adaptable + Basic Universal Housing | 4          | 4      | - reno potential for wheelchair plus added floor area for manoeuvring | Per BCBC and RZB |
| Barrier Free                        | 1          | 0      | - move in with wheelchair                                             | Per BCDH         |
| Total Units                         | 5          | 70     |                                                                       |                  |

28. **(Common Amenity Area)** Design and construction of the development to include common indoor and outdoor amenity area consistent with the common amenity area provisions of the OCP/CCAP.

**(Servicing Agreement)**

29. Submission and processing of a Servicing Agreement\* application, completed to a level deemed acceptable by the Director of Engineering, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

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Initial: \_\_\_\_\_

**(Water Works)**

- a) Using the OCP Model, there is 683.6 L/s of water available at a 20 psi residual at the No 3 Rd frontage and 145.3 L/s at the Anderson Rd frontage. Based on your proposed Development your site requires a minimum fire flow of 220 L/s.
- b) The Developer is required to:
  - i. 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. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
  - ii. Upgrade the existing 150mm AC water main along Anderson Road frontage to a 200mm watermain and install additional hydrants as required to achieve minimum 75m spacing along Anderson Road frontage.
  - iii. Install a new water service connection. Water meter to be located on-site (e.g. in a mechanical room).
  - iv. Confirm the actual settlement of the water main located along the No 3 Road frontage via the settlement test points indicated in the Preload Induced Utility Settlement report prepared by Geopacific dated November 5th, 2015, and report the final results to the City. If unacceptable settlement has occurred, the replacement of the water main along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.
- c) At Developers cost, the City is to:
  - i. Cut and cap the existing water service connection at the watermain along the No 3 Road frontage.
  - ii. Complete all tie-ins to existing water mains.

**(Storm Sewer Works)**

- d) The Developer is required to:
  - i. Install a new storm sewer within the center of Anderson Road from the existing 600 mm storm sewer to No 3 Road complete with manholes as required. Sizing shall be via the servicing agreement design review.
  - ii. Remove the adjacent existing storm sewers along both sides of the Anderson Road frontage, and tie-in the upstream portions and all existing service connections and catch basins to the proposed storm sewer along the centreline of Anderson Road. Removal of the existing storm sewer on the south side of Anderson Road will require curb, gutter, and sidewalk restoration.
  - iii. Note that the existing lane drainage to the south of Anderson Road will require extension to tie in to the proposed storm sewer via a new manhole.
  - iv. Tie-in existing storm mains, service connections and catch basin leads to the new storm sewer as required.
  - v. Install a new storm service connection complete with an inspection chamber located on-site within a proposed 1.5 m-deep, 3.0 m-wide SRW along the Anderson Rd frontage. Exact dimensions to be determined during the servicing agreement design review.
  - vi. Cut and cap the existing service connections and remove existing inspection chambers along the No 3 Road and Anderson Road frontages.
  - vii. Upgrade and install lane drainage along the east-west lane from 8051 Anderson Road to the east property line of 8111 Anderson Road to City specifications, complete with catch basins and manholes. The pipes shall be sized via a capacity analysis, minimum 200 mm diameter. The design of the lane drainage must be coordinated with the City-funded sanitary sewer to be placed within the east-west lane. Note: no service connections are permitted to connect to lane drainage.
  - viii. Remove the existing diagonally-aligned drainage line within the east-west lane along the frontage of 8111 Anderson Road.
  - ix. Confirm the actual settlement of the storm sewer located along the No 3 Road frontage via a CCTV inspection and submit to the City. If unacceptable settlement has occurred, the replacement of the storm sewer along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.
- e) At Developers cost, the City is to:
  - i. Complete all tie-ins of the proposed works to existing City infrastructure.

**(Sanitary Sewer Works)**

- f) The Developer is required to:

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- i. As the site pre-load and other ground improvements, which will impact the existing sanitary main within the development site, has commenced prior to the City's construction of the sanitary main along Buswell Street, the developer was required to construct a temporary sanitary pump station and forcemain diversion. Following this, the Developer, at his sole costs, is required to:
- ii. Design and construct a 200mm diameter sanitary main along Anderson Road by the completion date set out within the related servicing SA 16-731504 and connect to the future City-funded Buswell Street sanitary sewer when it becomes available. Tie-in to the west shall be to the existing sanitary sewer within the north-south aligned lane south of Anderson Road.
- iii. Prior to start of on-site excavation and foundation works, construct the 200 mm diameter sanitary sewer along Anderson Road, decommission and remove the on-site forcemain and temporary pump station, and connect to the City-funded Buswell Street sanitary sewer.
- iv. Coordinate the construction of the sanitary main along Anderson Road with the construction schedule of the City-funded sanitary main along Buswell Street. The Developer is required to connect to the new sanitary sewer within Buswell Street, as soon as it becomes available.
- v. Maintain, monitor and repair, to the satisfaction of the City, the temporary sanitary pump station and the piping system, until such time that the new 200mm diameter sanitary main to be built by the developer along Anderson Road and the City funded sanitary main along Buswell Street are constructed and operational.
- vi. Remove the temporary sanitary pump station and the piping system and restore to original condition or better the affected areas after the connection to the new sanitary sewer within Buswell Street.
- vii. Perform all other tasks required by the related servicing agreement SA 16-731504.

g) At Developers cost, the City is to:

- i. Complete all tie-ins of the proposed works to existing City infrastructure.

***(Frontage Improvements – Engineering)***

h) The Developer is required to:

- i. Review street lighting levels and street light type along No. 3 Rd and Anderson Rd frontages and upgrade lighting as required to meet City standards.
- ii. Provide street lighting along the proposed east-west lane along the north property line of 8051 Anderson Road.
- iii. Design the ultimate road cross-section of Anderson Road to accommodate for future District Energy Utility corridor within the roadway.
- iv. Coordinate with BC Hydro, Telus and other private communication service providers
  - To underground proposed Hydro service lines.
  - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). All such structures are to be located within the subject site's property line.
- v. Complete other frontage improvements as per Transportation's requirements.

***(General Items – Engineering)***

i) The Developer is required to:

- i. Grant utilities statutory rights of way for required connections between City utilities and the development as determined within the Servicing Agreement process.
- ii. Locate/relocate 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 requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown in the functional plan and registered prior to SA design approval:
  - BC Hydro PMT – 4mW X 5m (deep)

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Initial: \_\_\_\_\_

- BC Hydro LPT – 3.5mW X 3.5m (deep)
- Street light kiosk – 1.5mW X 1.5m (deep)
- Traffic signal kiosk – 1mW X 1m (deep)
- Traffic signal UPS – 2mW X 1.5m (deep)
- Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
- Telus FDH cabinet-1.1 m W X 1 m (deep – show possible location in functional plan

**(Frontage Improvements – Transportation)**

*(General Note: Servicing Agreement for design and construction to City Centre standards. All requirements subject to final functional design including, but not limited to, the items outlined in this section and any associated required technical changes.)*

j) The Developer is required to:

i. For No. 3 Rd.:

- a. Maintain existing curb.
- b. From existing curb line provide:
  - 0.15m curb;
  - 2.50m boulevard;
  - 2.00m bike lane;
  - 1.50m lighting/street furniture buffer strip; and
  - 3.00m sidewalk.

ii. For Anderson Rd.:

- a. Maintain existing curb.
- b. From the existing north curb line provide:
  - 0.15 curb;
  - 1.5m hardscaped treed boulevard; and
  - 2.0m scored concrete sidewalk.

- A temporary loading bay on Anderson Road will be pursued, and additional signage will be required to identify the location. Once the lane network adjacent to the site expands in the future, any temporary on street loading facility will be removed.

iii. For the internal north-south lane SRW PROP:

- a. From east side:
  - 1.50m sidewalk free and clear of all obstructions;
  - 7.50m min. pavement width; and
  - 0.60 m buffer.

- Additional works in the expanded turnaround area, including but not limited to, lighting, bollards, curb and gutter, pavement widening, decorative surface treatment.

- A cash-in-lieu amount to restore the lane to the ultimate design will be determined through the Servicing Agreement.

*Note: Rollover curbs both sides consistent with CC lane design standard.*

iv. For the east-west lane upgrade - subject site portions:

*(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)*

- a. From the new subject site north PL (after lane dedication):
  - per forgoing note;
  - 1.50 m concrete sidewalk including rollover curb; and
  - 1.50 m pavement width; and
  - grading, drainage, gutter, lighting and traffic marking, as determined through the Servicing Agreement process.

v. For the east-west lane upgrade – off-site portions:

*(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)*

- a. For 6820 No. 3 Road:
  - per forgoing note; and

- grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- b. For 8080 and 8108 Park Road:
  - per forgoing note; and
  - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- c. For 8120 Park Road:
  - per forgoing note; and
  - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- d. For 8111 Anderson Road:
  - per forgoing note;
  - 1.50 m concrete sidewalk including lighting and rollover curb along north PL; and
  - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.

***(TLA Improvements – Transportation)***

- k) The Developer is required to:
  - i. For the No. 3 Rd./Anderson Rd. intersection:
    - a. upgrade the crosswalks at the intersection with decorative stamped asphalt treatment and tactile warning pavers at the curb ramps to improve visibility of crosswalks.
  - ii. For the Anderson Rd./Buswell Rd intersection:
    - a. to install two special crosswalk signals (side-mounted) with APS and service panel; pedestrian detection and communications conduit, cable and junction boxes; and
    - b. add new curb ramps on east side per City Engineering Design Specification standards with tactile warning strips.
  - iii. For the Granville Ave./Buswell St. intersection:
    - a. upgrade intersection with illuminated street name signs.

***(Parks - City Trees)***

- l) The developer is required to provide for the retention of three existing trees on City property along No. 3 Road, unless otherwise determined by the SA process, in which case replacement terms shall be determined within the SA process. Retention shall be supported with:
  - i. installation of appropriate tree protection fencing around all trees to be retained on the No. 3 Road frontage, as well as trees located in adjacent frontages that may be affected by the construction of the proposed development and associated frontage improvements; and
  - ii. submission of a contract entered into by the applicant and a Certified Arborist for the supervision of all works conducted in close proximity to the aforesaid tree protection zones. The contract must include the scope of work to be undertaken, including the proposed number of monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.

***(Servicing Agreement – Letter of Credit)***

- m) Provision of a Letter of Credit to secure the completion of the works in an amount determined by the Director of Development.

***(Servicing Agreement – LTO Registration)***

- n) Registration of the Servicing Agreement on title.

***(Development Permit)***

- 30. Submission and processing of a Development Permit\* application, completed to a level deemed acceptable by the Director of Development, demonstrating:

- a) design development of the rezoning concept to address:
  - i. Council directions arising out of Public Hearing;

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- ii. form and character objectives noted in the associated Report to Planning Committee;
- iii. form and character objectives described in the OCP and CCAP Development Permit Guidelines;
- iv. technical resolution, as necessary, of building services, private utilities, public utilities, parking and loading and waste management including provision of final utility, loading, waste management and signage and wayfinding plans; and
- v. technical resolution, as necessary, of the landscape plans related to:
  - a. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new ecological network landscape;
  - b. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new trees; and
  - c. the installation and/or maintenance (including automatic irrigation) of additional landscape; and
- b) the owner's commitment to design and construct the development in accordance with rezoning policy, the rezoning considerations and the draft site-specific zoning bylaw, by incorporating information into the Development Permit plans (inclusive of architectural, landscape and other plans, sections, elevations, details, specifications, checklists and supporting consultant work) including, but not limited to:
  - i. statutory rights of way, easements, encroachments, no build areas, agreements and other legal restrictions;
  - ii. flood construction level(s);
  - iii. use, density, height, siting, building form, landscaping, parking and loading and other zoning provisions;
  - iv. site access and vehicular crossings;
  - v. the required shared commercial/visitor parking stalls;
  - vi. the required EV-charging and EV-ready vehicle parking stalls;
  - vii. the required EV-charging and EV-ready bicycle parking stalls;
  - viii. the required car-share parking stalls;
  - ix. the required end of trip facilities, including their location, number, size, type and use;
  - x. the location of areas reserved for DEU connection facilities and a notation regarding the need for DEU preducting;
  - xi. the required affordable housing units, including their size and location;
  - xii. the required aging in place, basic universal, accessible, adaptable and/or convertible dwelling units, including their associated design features;
  - xiii. a site and building Accessibility checklist and identification of specific recommended measures on the plans, where relevant;
  - xiv. a CPTED checklist and identification of specific recommended measures on the plans, where relevant;
  - xv. a LEED Checklist with measures recommended by a LEED AP BD+C to achieve LEED Silver equivalent and identification of specific measures to be incorporated into the Building Permit plans;
  - xvi. an acoustic and mechanical report with recommendations prepared by an appropriate registered professional regarding measures to be incorporated into the Building Permit drawings to achieve the exterior and interior noise levels and other noise mitigation standards articulated in the aircraft and mixed use noise covenants;
  - xvii. the required common indoor, common outdoor and private outdoor amenity areas including their location, size, use and finishing;
  - xviii. the location and specifications for ecological network landscaping; and
  - xix. the dimensions of any tree protection fencing illustrated on the Tree Retention/Management Plan provided with the application.

***(Letter of Credit – Trees, Ecological Network and Landscape)***

- c) Submission of a letter of credit for landscaping based on 100% of the cost estimate provided by the Landscape Architect, including installation costs, plus a 10% contingency cost.

***(Building Permit)***

Note: Prior to Building Permit issuance the approved Development Permit and associated conditions, as well as any additional items referenced in "Schedule B: Assurance of Professional Design and Commitment for Field Review", shall be incorporated into the Building Permit plans (drawings and documents) prior to Building Permit issuance.

Note: Prior to Building Permit issuance the developer must submit a "Construction Parking and Traffic Management Plan" to the Transportation Department. The 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.

Note: Prior to Building Permit issuance the developer must obtain a Building Permit 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.

**General Notes:**

1. Some of the foregoing items (\*) may require a separate application.
2. Where the Director of Development deems it appropriate, legal 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 legal 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.
3. Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
4. 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

[Signed copy on file]

Signed \_\_\_\_\_

Date \_\_\_\_\_

# EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OF PART OF LOT 1 SECTION 9 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
FOR PUBLIC PASSAGE PURPOSES  
BCGS 92G.015



SCALE 1 : 500 DISTANCES ARE IN METRES  
THE INTEGRATED PLOT SCALE OF THIS PLAN IS 560 mm  
IN WIDTH BY 432 mm IN HEIGHT (C-SIZE) WHEN  
PLOTTED AT A SCALE OF 1:500.

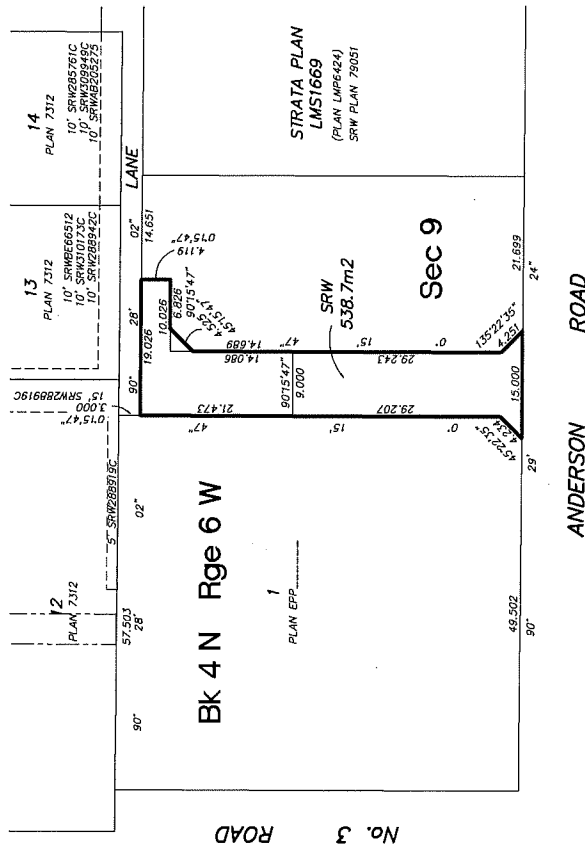
INTEGRATED SURVEY AREA No. 18, RICHMOND, NAD83(CRS) 4.0.0.BC.1.GVRD  
GRID BEARINGS ARE DERIVED FROM PLAN EPP

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF  
0.99886463.

## LEGEND:

m<sup>2</sup> DENOTES SQUARE METRES  
m<sup>3</sup> DENOTES CUBIC METRES

| BOOK OF REFERENCE                                                                          |                     |                     |
|--------------------------------------------------------------------------------------------|---------------------|---------------------|
| DESCRIPTION                                                                                | AREA                | VOLUME              |
| PART OF LOT 1 SECTION 9<br>BLOCK 4 NORTH RANGE 6 WEST<br>NEW WESTMINSTER DISTRICT PLAN EPP | 538.7m <sup>2</sup> | 3,473m <sup>3</sup> |



ISOMETRIC VIEW

ANDERSON ROAD

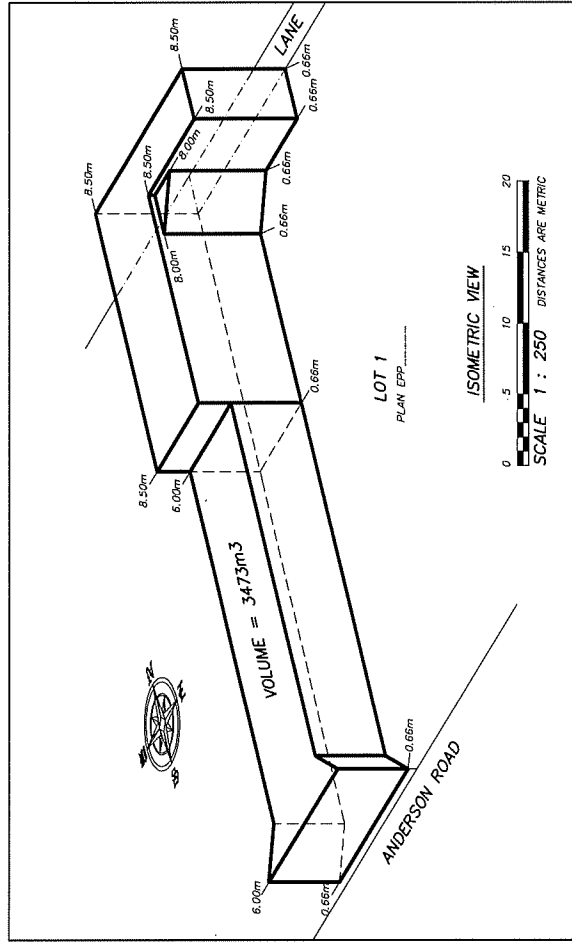
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ELEVATIONS ARE TO CITY OF RICHMOND  
BENCH MARK - MONUMENT 77H4623, HPN #202  
TURN LANE NO.3 AND BENNETT ROAD  
ELEVATION = 1,452 METRES

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE  
AND SURVEY AUTHORITY OF BC RECORDS:  
(PLAN EPP) \_\_\_\_\_  
GARY SUNDVICK, BCLS (637)  
4th DAY OF SEPTEMBER, 2018.  
EPP# \_\_\_\_\_

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

PLAN EPP



DRAFT 2018-09-26  
4554-RW1

BUTLER  
SUNDVICK  
4 - 19089 94th Ave  
Surrey, BC V4N 3S4  
Tel: 504-513-9811  
File: 4554  
Dwg: 4554-RW1