City of Richmond

Agenda

Planning Committee
Electronic Meeting

Anderson Room, City Hall
6911 No. 3 Road

Wednesday, November 4, 2026
4:00 p.m.

Pg. # ITEM

MINUTES

PLN-3 ***Motion to adopt the minutes of the meeting of the Planning Committee held on October 6, 2026.***

NEXT COMMITTEE MEETING DATE

November 17, 2026, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY SALIM KARIMANI FOR REZONING AT 11001 SHELL ROAD, 11011 SHELL ROAD, 10700 STEVESTON HIGHWAY, AND RICHMOND UNADDRESSED PARCEL (PID 015-725-880) FROM THE "AGRICULTURE (AG1)" ZONE TO THE "AGRICULTURE AND ASSEMBLY (ZA5) – SHELL ROAD (GILMORE)" ZONE**
(File Ref. No. RZ 23-024473 (REDMS No. 8371795)

PLN-6 See Page **PLN-6** for full report

Designated Speaker: Andrew Norton

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10804, to create the "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone, and to rezone 11001 and 11011 Shell Road, 10700 Steveston Highway, and the unaddressed parcel (PID 015-725-880) from the "Agriculture (AG1)" zone to the "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone, be introduced and given first reading.

2. **HOUSING AGREEMENT (MARKET RENTAL HOUSING) AMENDMENT APPLICATION FOR 3420 KETCHESON COURT**
(File Ref. No. 08-4057-05) (REDMS No. 8540956)

PLN-27

See Page **PLN-27** for full report

Designated Speaker: Chris Wilcott & Chris Bishop

STAFF RECOMMENDATION

That Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672, Amendment Bylaw 10803 be introduced and given first, second and third reading.

3. **MANAGER'S REPORT**

ADJOURNMENT

City of Richmond

Minutes

Planning Committee

Date:	Tuesday, October 6, 2026
Place:	Anderson Room Richmond City Hall
Present:	Councillor Bill McNulty, Chair Councillor Alexa Loo Councillor Carol Day (entered the meeting at 4:02 p.m.) Councillor Andy Hobbs
Also Present:	Councillor Laura Gillanders Councillor Michael Wolfe
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 22, 2026, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 3691/3695 CHATHAM STREET FROM "STEVESTON COMMERCIAL (CS3)" ZONE TO "COMMERCIAL MIXED USE (ZMU65) – CHATHAM STREET (STEVESTON)" ZONE**
(File Ref. No. RZ 24-042233) (REDMS No. 8497547)

Councillor Carol Day entered the meeting (4:02 p.m.)

In response to queries from Committee, staff advised that (i) the application has undertaken an enhanced design review process, (ii) the Heritage Commission has reviewed the rezoning application, and (iii) consideration of incorporating a wraparound window design can be reviewed with the applicant at the Development Permit stage.

It was moved and seconded
That Richmond Zoning Bylaw 8500, Amendment Bylaw 10759 to create the "Commercial Mixed Use (ZMU65) – Chatham Street (Steveston)" zone, and to rezone 3691/3695 Chatham Street from "Steveston Commercial (CS3)" to "Commercial Mixed Use (ZMU65) – Chatham Street (Steveston)", be introduced and given first, second and third reading.

CARRIED

2. **APPLICATION BY ECOWASTE INDUSTRIES LTD. FOR A ZONING TEXT AMENDMENT TO PERMIT A "CONSTRUCTION AND DEMOLITION WASTE LANDFILL" AND "RECYCLING OPERATION AND DROP-OFF" AT 15555 BLUNDELL ROAD AND PID 024-397-423**
(File Ref. No. ZT 21-922710) (REDMS No. 8521807)

In response to queries from Committee, staff advised that (i) the Province removed the Ecowaste landfill site from the ALR, (ii) the proposed Zoning Bylaw amendment is generally consistent with the Official Community Plan (OCP), the site will retain the AG1 zoning while permitting construction and demolition waste landfill, recycling operations, and drop-off uses with a maximum height of 28.0 m GSC, and until December 31, 2060. After which time these uses will cease to be permitted, and all related structures are to be removed, (iii) the properties are designated "Agricultural" in the 2050 Metro Vancouver Regional Growth Strategy (RGS), (iv) the closure and decommissioning of the landfill operations will be in accordance with the requirements of their Operating Certificate and the Design, Operation and Closure Plan as issued by the Ministry of Environment (MOE), (v) Material Recovery Facilities (MRFs) support construction waste recovery, through concreate and asphalt recycling, soil management and public recycling drop-off services, (vi) in accordance with the City's Demolition, Construction Waste bylaw, single-family homes and two- family dwellings are required to recycle at least 70 percent of demolition materials. This requirement will increase to 80 percent in January 2027, with new recycling requirements for multi-family residential and non-residential buildings, and (vii) without a local facility, demolition materials would need to be transported farther, increasing costs and emissions. Retaining and regulating the site through zoning supports the City's Circular City Strategy, demolition waste requirements, and recycling targets.

It was moved and seconded
That Richmond Zoning Bylaw 8500, Amendment Bylaw 10783, for a Zoning Text Amendment to the "Agriculture (AG1)" zone to add "construction and demolition waste landfill" and "recycling operation and drop-off" as permitted uses at 15555 Blundell Road and PID 024-397-423, be introduced and given first reading.

CARRIED

3. **MANAGER'S REPORT**

Staff Introduction

Staff introduced Khaleel Sumar, as the new Senior Code Engineer in the Building Approvals department.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:18 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 6, 2026.

Councillor Bill McNulty
Chair

Raman Grewal
Legislative Services Associate

City of Richmond

Report to Committee

To:	Planning Committee	**Date:**	October 19, 2026
From:	Wayne Craig General Manager, Planning and Development	**File:**	RZ 23-024473
Re:	**Application by Salim Karimani for Rezoning at 11001 Shell Road, 11011 Shell Road, 10700 Steveston Highway, and Richmond unaddressed Parcel (PID 015-725-880) from the "Agriculture (AG1)" zone to the "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone**		

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10804, to create the "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone, and to rezone 11001 and 11011 Shell Road, 10700 Steveston Highway, and the unaddressed parcel (PID 015-725-880) from the "Agriculture (AG1)" zone to the "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone, be introduced and given first reading.

Executive Summary

This application proposes to rezone 11001 and 11011 Shell Road, 10700 Steveston Highway, and the unaddressed Parcel (PID 015-725-880) from the AG1 zone to a new site-specific agriculture and assembly zone (ZA5) to permit the existing private club, assembly, and agricultural uses on site. As part of the application, the subject sites will be consolidated into one parcel. Up until 2002, the site was operated by the Richmond School District as a school and had operated as a legal non-conforming use. Science of Spirituality purchased the property in 2005 and has since operated a meditation-focused, non-denominational assembly space, alongside gardens and orchards. The owners had applied for a rezoning application, generally similar to the current application, and which received third reading in 2009 but was ultimately closed due to inactivity by the applicant. No new development is anticipated as part of this application.

The subject site is located within the Agricultural Land Reserve (ALR) but is exempt from the restrictions on the use of agricultural land under the Agricultural Land Commission Act. The proposal is generally consistent with the Official Community Plan and the City of Richmond Zoning Bylaw 8500 and secures enhanced agricultural buffers, and future servicing and frontage upgrades should they choose to redevelop in the future.

Staff Report

Origin

Salim Karimani, on behalf of Science of Spirituality SKRM Inc. No. 902578 (Directors: Arran Stephens, Dag Falck, Toby Boydell, Sidharth Sethi, and Viviane Dore-Nadeau), has applied to the City of Richmond for permission to rezone 11001 and 11011 Shell Road, 10700 Steveston Highway, and the unaddressed Parcel (PID 015-725-880) from the "Agriculture (AG1)" zone to the "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone in order to permit the existing private club, assembly, and agricultural uses on the consolidated site. A location map and aerial photo are included in Attachment 1.

No new development is anticipated as part of this rezoning application. A site plan of the property and an existing landscaping plan is provided in Attachment 2.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).

Surrounding Development

To the North: Across Steveston Highway, a three-storey residential development on a parcel zoned "Town Housing (ZT68) – Steveston Highway/Shell Road".

To the South: A property zoned "Agriculture (AG1)" and located in the Agricultural Land Reserve (ALR).

To the East: Across Shell Road, a Railway Right of Way, zoned "Light Industrial (IL)" and located outside of the ALR.

To the West: A property zoned "Agriculture (AG1)" and located in the ALR.

Existing Legal Encumbrances

There is an existing Statutory Right of Way (SRW), in favour of the City of Richmond, for the existing pump station and water and drainage works that are located along the north 9.7 m (~32 ft) portion of 10700 Steveston Highway and 11001 Shell Road. The legal encumbrance does not affect the subject application.

Related Policies & Studies

Official Community Plan

The subject site is designated "Agriculture" in the OCP and is located entirely within the ALR. The intended uses of the site (private club, assembly, and agricultural uses) are generally consistent with the agricultural objectives listed in the OCP.

Agricultural Land Commission - Exception and Consolidation of Lots

The subject site is located in the ALR. Section 23 of the *Agricultural Land Commission Act* (*ALCA*) allows for an exception for the restrictions on the use of agricultural land for properties that meet the following provisions:

- On December 21, 1972, the lot was less than 2 acres in area; and
- On December 21, 1972, the land was on its own, separate certificate of title.

The applicant has provided a letter from the ALC (letter on file) identifying that the subject parcels meet the above provisions, and as such, are exempt from the restrictions on the use of agricultural land. The proposed consolidation of the four subject properties into one contiguous parcel, does not affect the lots exemption from the provisions of the *ALCA*, as the exemption runs with the land.

Agricultural Land Reserve (ALR) Buffer Zone

ALR landscape buffers are intended for parcels outside of the ALR, but immediately adjacent to properties within the ALR. As the subject parcels are all located within the ALR, an ALR Buffer Development Permit (DP) is not required.

As part of the previously endorsed rezoning application (RZ 05-301611) for the subject site, the applicant proposed an ALR landscape buffer to address adjacency concerns with the active farm operation located to the west and south of the site. While the previous rezoning application was not adopted, the applicant has generally implemented the landscaped ALR buffer that was proposed at that time, which includes a 2.7 m (8.6 ft) buffer on the south of the site, and a 4.8 m (15.8 ft) buffer on the west. Given the existing site constraints, including the parking lot located within the southern portion of the site, the existing buffer sufficiently addresses adjacency concerns between the existing parcels and adjacent farm operation.

Prior to rezoning bylaw adoption, the applicant will be required to register a restrictive covenant on Title, to identify the landscape buffer areas, and to ensure that the landscaping buffer areas will not be abandoned or removed without City approval.

Food Security & Agricultural Advisory Committee

The Food Security and Agricultural Advisory Committee (FSAAC) provides advice to Council on food security and agricultural issues that are referred by Council or Staff, which include development proposals in the ALR. The proposal was reviewed and supported by the FSAAC at its meeting held on March 25, 2026. An excerpt of the minutes from that meeting is provided in Attachment 4.

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 plain covenant on title identifying a minimum habitable elevation of 2.9 m GSC for new construction, that would also indemnify the City regarding existing structures constructed below this flood level and any improvements within existing structures.

Public Consultation

In accordance with the City's Early Public Notification Policy No. 1316, notice of the development proposal was provided to residents within 100 m (328 ft) of the subject site. In addition, 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 early public notification or placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act* and the City's *Zoning Bylaw 8500*.

Analysis

The subject site, which contains four separate parcels, was originally operated by the Richmond School District as a school until approximately 2002, including use of the existing single-storey building on site. The Science of Spirituality, a non-denominational, non-profit organization, purchased the site in 2005, and have been using it for private club, assembly, and agricultural uses since that time, which includes gardening, food preparation, meditation, health and wellness. The site is zoned "Agriculture (AG1)" and the school operated as a non-conforming use and building. Per the *Local Government Act,* if a non-conforming use is discontinued for a continuous period of 6 months, the building becomes subject to the requirements of the land use regulation bylaw. As the structure's use was discontinued between 2002 and the applicant purchasing the property in 2005, the non-conforming status no longer applies, and a rezoning to permit the existing assembly use is required.

In 2005, the Science of Spirituality applied to rezone the site (RZ 05-301611) to a new site-specific agriculture and assembly zone to permit the continued use of their operations on site. The rezoning application received third reading by City Council on September 9, 2009. However, due to inactivity by the applicant, the file was eventually closed. This rezoning application is substantially similar to the previous rezoning application that was considered by Council at the time.

The existing assembly use on site operates within the old school building and is compatible with surrounding agricultural uses. Since purchasing the property in 2005, a number of improvements have been made to site, including new landscaping, organic gardens, orchards, and improvements and an expansion to the parking lot. On-site agriculture includes the planting and cultivation of a variety of produce including: kale, lettuce, cabbage, corn, peas, squash, raspberries, garlic, and others. The owners also host free organic gardening courses for the community. Produce grown on site is given back to the community or donated to Richmond food banks.

Proposed Agriculture and Assembly (ZA5) – Shell Road (Gilmore) zone

The site is currently zoned "Agriculture (AG1)" which does not permit assembly uses or structures. Accordingly, a site-specific zone is proposed which would permit limited assembly uses, such as a private club, in conjunction with agriculture and other related uses (generally consistent with the existing provisions of the AG1 zone), to formalize the existing use, and support and permit continued agricultural activities on the site. No new development is anticipated as a result of this rezoning application. The new proposed zone includes the following specific provisions:

- Typical Agricultural uses consistent with the "Agricultural (AG1)" zone
- Private club and religious assembly uses permitted to allow the existing and similar type assembly uses within the structure;

- A maximum density of 0.15 FAR for the assembly uses, and a maximum cumulative FAR of 0.60 which can be increased to 0.75 FAR, if at least 0.70 FAR is used for greenhouses, consistent with the "Agriculture (AG1)" zone;
- Establishing setbacks for the assembly uses to 18.0 m for the front and exterior side yard, and 23.0 m to the rear and interior yard, and establish setbacks for agricultural uses consistent with the "Agriculture (AG1)" zone;
- Establishing a minimum front and exterior yard setback of 2.5 m for agricultural buildings with a maximum height of 5.0 m to permit the existing agricultural buildings on site; and
- Establishing a maximum building height of 12.0 m for the assembly uses and a maximum building height of 35.0 m for agricultural buildings and structures consistent with the "Agriculture (AG1)" zone.

Non-Permitted Construction

During a non-permit building inspection, it was determined that there has been some non-permitted construction on site, including:

- Additions to the main structure that are currently being used as a dining hall;
- Construction of a commercial kitchen, inclusive of an exhaust hood system and associated cooking appliances and sinks; and,
- Two small sheds and one portable sea-can structure used for agricultural purposes.

Prior to rezoning bylaw adoption, the applicant will be required to apply for Building Permits (BP) in order to have the works approved and inspected.

Transportation and Site Access

The subject site has one existing driveway access from Shell Road. No changes to the existing site access is proposed.

The site currently contains 38 parking stalls, including two accessible stalls. The applicant is not proposing any new stalls, as there is no new development anticipated as part of this rezoning application.

In recognition that no new development is proposed at this time, no new frontage improvements are required. The applicant has agreed to register a covenant on title, to provide, at the applicants cost, future road widening and improvements, including any road dedication to facilitate the improvements, in the future when new buildings or structures are proposed, or when the City requires the land to facilitate a larger connected active transportation improvements between Shell Road and Hammersmith Gate in the future.

Staff have reviewed the future sequencing of required frontage works and support the proposed approach. Accordingly, a legal agreement is required to be registered on Title prior to rezoning bylaw adoption identifying that frontage works secured through a Servicing Agreement would be required when:

- An application for a BP for new development in excess of 100 m^2 (1,076 ft^2) is made to the City. This does not include a BP issued for a non-permitted structure currently on site; or,
- At City's request once a larger link of connected active transportation infrastructure can be achieved between Shell Road and Hammersmith Gate.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist Report which identifies on-site and 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 9 bylaw sized trees (Tag# 88-96) located within the subject parcels and four bylaw sized trees (Tag # A-D) located on adjacent properties. All trees assessed within the Arborist Report were identified as having "normal" tree health.

All trees are to be retained and protected and no tree protection measures are required as no new development is anticipated as part of this application.

Site Servicing and Frontage Improvements

Prior to rezoning bylaw adoption and as part of the required Building Permits to address the previous unauthorized construction, the City will complete the design and construction of servicing works through a City work order, at the applicant's cost. These works include, but are not limited to:

- Installation of a new fire hydrant on the south property line on Shell Road; and,
- Replacement of the existing water service connection with a new water service connection with a water meter and meter box.

Budgetary Implications

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure.

Conclusion

Salim Karimani, on behalf of Science of Spirituality SKRM Inc., has applied to rezone 11001 and 11011 Shell Road, 10700 Steveston Highway, and the unaddressed Parcel (PID 015-725-880) from "Agriculture (AG1)" to a site-specific "Agriculture and Assembly (ZA5) – Shell Road (Gilmore)" zone in order to formalize the existing private club, assembly, and agricultural uses on a consolidated site.

The rezoning application generally complies with the land use designations and applicable policies within the OCP.

The list of rezoning considerations is included in Attachment 5, which has been agreed to by the applicant (signed concurrences on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10804 be introduced and given first reading.

Respectfully submitted,

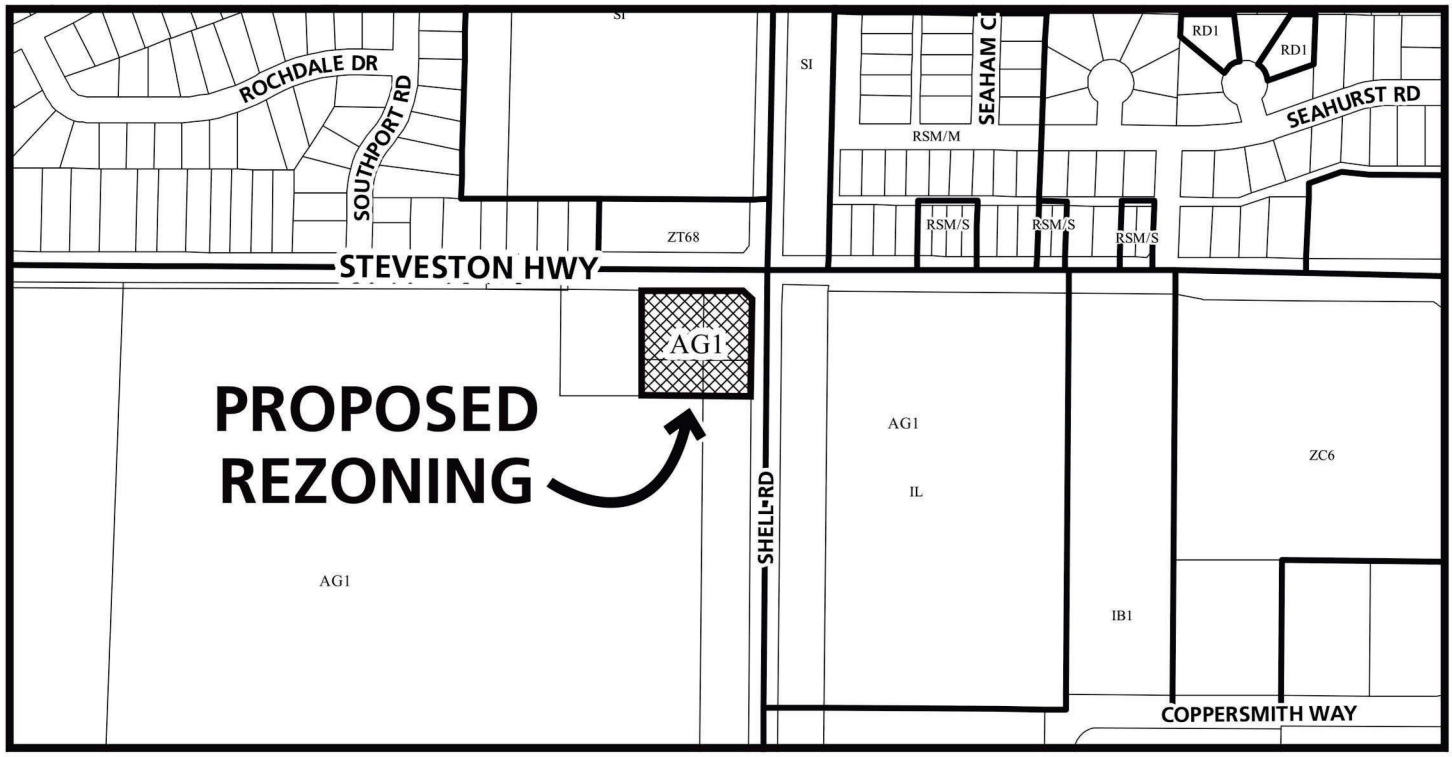
Joshua Reis, Development Applications

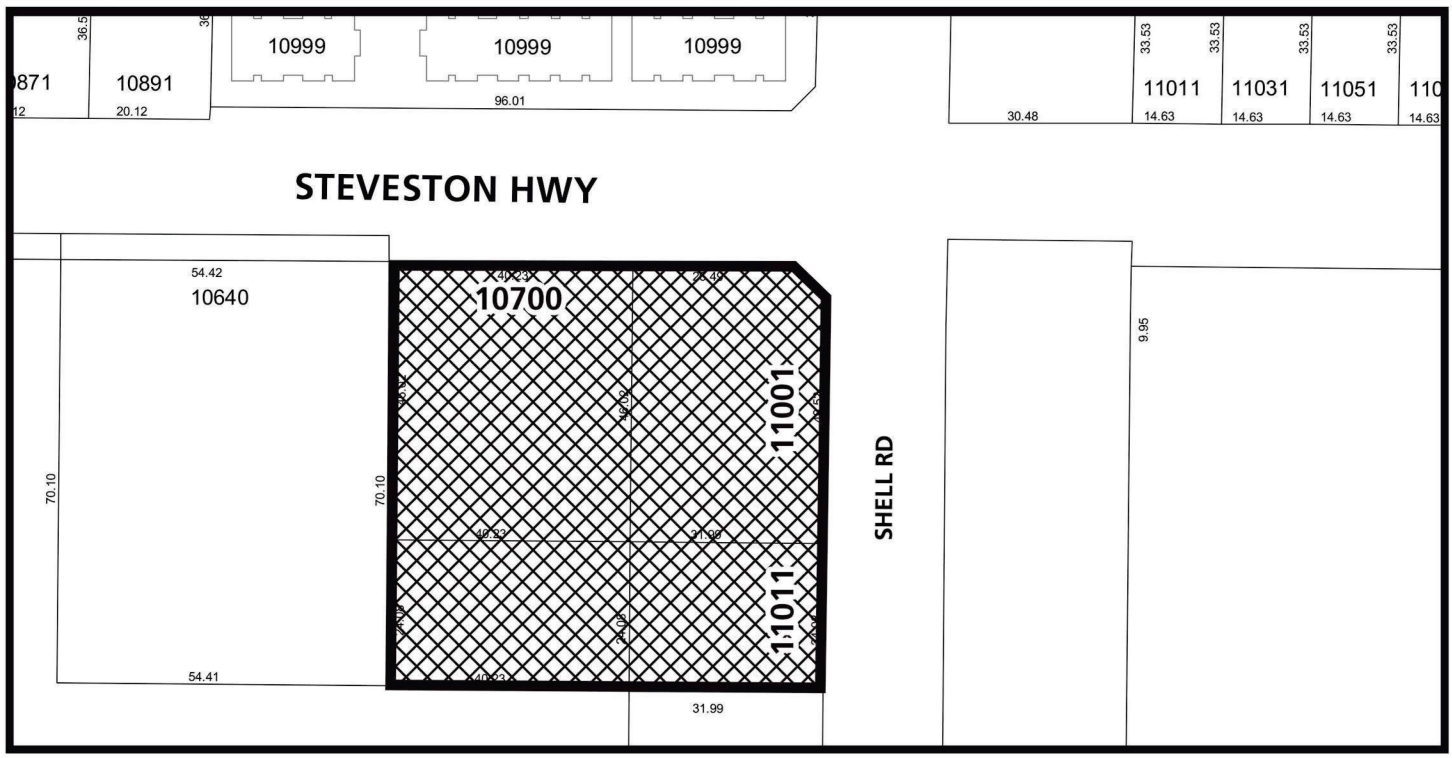
Report Contributors

This report was prepared by the James Hnatowich, Planner 1 and reviewed by Engineering, and Transportation.

Attachment 1: Location Map
Attachment 2: Development Application Data Sheet
Attachment 3: Site Plan and Landscaping Plan
Attachment 4: Food Security and Agricultural Advisory Committee March 25, 2026, Minutes Excerpt
Attachment 5: Rezoning Considerations

City of Richmond





RZ 23-024473

PLN – 13

Original Date: 08/17/23
Revision Date: 10/20/26

Note: Dimensions are in METRES

City of Richmond



RZ 23-024473

PLN – 14

Original Date: 08/17/23
Revision Date: 10/20/26

Note: Dimensions are in METRES

City of Richmond

Development Application Data Sheet

Development Applications Department

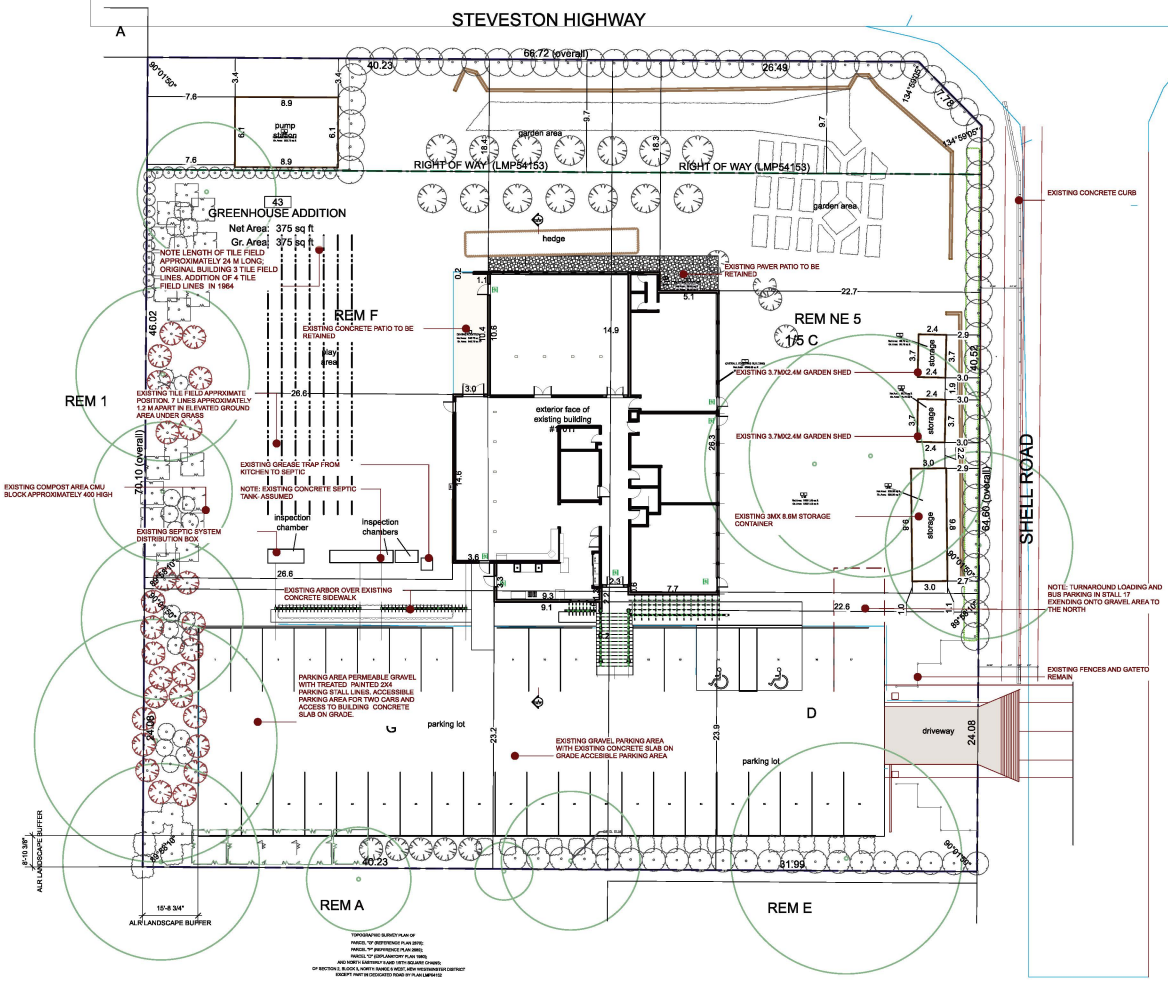
RZ 23-024473 **Attachment 2**

Address:	11001 and 11011 Shell Road, 10700 Steveston Highway and the unaddressed Parcel (PID 015-725-880)
Applicant:	Salim Karimani
Planning Area(s)	Gilmore

	Existing	Proposed
Owner:	Science of Spirituality SKRM Inc.	No Change
Site Size (m^2):	5,050 m² (54,340 ft²)	No Change (4 lots to be consolidated)
Land Uses:	Institutional, Agricultural	No Change
OCP Designation:	Agricultural	No Change
Zoning:	Agriculture (AG1)	Agriculture and Assembly – Shell Road – (Gilmore) (ZA5)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6 (cumulative) Max. 0.15 (assembly)	0.12 (cumulative) 0.12 (assembly)	none permitted
Buildable Floor Area	3,030 m² (32,615 ft²)	644.2m² (6,394 ft²)	none
Lot Coverage (% of lot area):	Max. 35%	13.8%	none
Lot Size:	Min. 4,500 m^2	5,050 m²	none
Setbacks- Assembly (m):	Front: Min. 18.0 m Rear: Min. 23.0 m Side: Min. 18 m Exterior Side: Min. 18.0 m	Front: 22.6 m Rear: 26.6 m Side: 23.2 m Exterior Side: 18.3 m	none
Height- Assembly(m):	Max. 12.0 m	6.4 m	none
Height- Agriculture	Max. 35.0 m	Complies	none
Off-street Parking Spaces – Total:	Subject to Section 7.2.2 (38 parking spaces)	38 parking spaces	none

ATTACHMENT 3



1 SITE PLAN
Scale: 1:200

N

Note: Information taken from survey completed by LNLS May 28 2025 ,Field measurements , existing permit drawings produced for Crestwood School by Collins and Collins Architects, for the original building, and three additions with various dates between 1961-1970

SITE STATISTICS					
CIVIC ADDRESS	11001,11011 Shell Road -10700 Steveston Highway & Parcel G				
LEGAL DESCRIPTION	PARCEL G REF. PLAN 2870, PARCEL F REF. PLAN 2865, PARCEL D EXP.PLAN 1980 AND NORTH EASTERLY 5 AND 15TH SQUARE CHAINS OF SECTION 2 BLK 3 NORTH RANGE 6 WEST, NWD EXCEPT PART IN DEDICATED ROAD BY PLAN LMP54152				
	PID: 011-079-509				
			EX./PRO	ALLOWABLE	
GROSS SITE AREA	5,047.57 m2	54,331.60 sq.ft.			
SITE COVERAGE	696.05 m2	7,492.27 sq.ft.	13.790%	15%	
EXISTING IMPERMEABLE AREA	1,909.81 m2	20,557.0 sq.ft.	37.836%		
EX. GRAVEL PARKING AND DRIVE	828.32 m2	8,916.0 sq.ft.	16.410%		

DEVELOPMENT STATISTICS					
ZONING	AG1 Agriculture				
USES	Spiritual Centre and Garden				
	EXISTING			ALLOWABLE	
BUILDING HEIGHT	6.4 m	21.0 ft.		7.0 m	23.0 ft.
	PROPOSED			REQUIRED	
SETBACKS					
EAST; FRONT (Shell Road)	22.7 m	74.5 ft.		15.0 m	49.2 ft.
FLANKING(Steveston Highway)	18.3 m	60.0 ft.		15.0 m	49.2 ft.
SOUTH (Interior side)	23.2 m	76.1 ft.		15.0 m	49.2 ft.
WEST (rear)	26.6 m	87.3 ft.		15.0 m	49.2 ft.
FLOOR AREA BUILDING			FSR		
	EXISTING			ALLOWABLE	
MAIN BUILDING	535.126m2	5760.24ft2			
MAIN BUILDING GL ENCLOSURE	43.8m2	471.48ft2			
MAIN BUILDING KITCHEN ADDITION	18.691m2	201.2ft2			
TOTAL	597.618m2	6432.92ft2	0.118	0.15	757.136m2
					8149.74ft2
PARKING - LOADING					
PARKING STALLS INCLUDING HC	38				
VAN ACCESSIBLE HC	2				
LOADING	1				

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NOT TO BE USED FOR CONSTRUCTION UNLESS COUNTERSIGNED.
CONTRACTOR TO VERIFY DIMENSIONS BEFORE PROCEEDING AND NOTIFY THE ARCHITECTS OF ANY DISCREPANCIES.

No.	Date	Issue Notes

Issued
Consultant

PL – 16

Architect
SH A
STUART HOWARD ARCHITECTS INC.
MEMBERS AIBC - RAIC - AIA
405 - 375 West 5th Avenue Vancouver B.C. V5Y 1J6
phone - 604.688.3585 fax - 604.688.7486

Seal

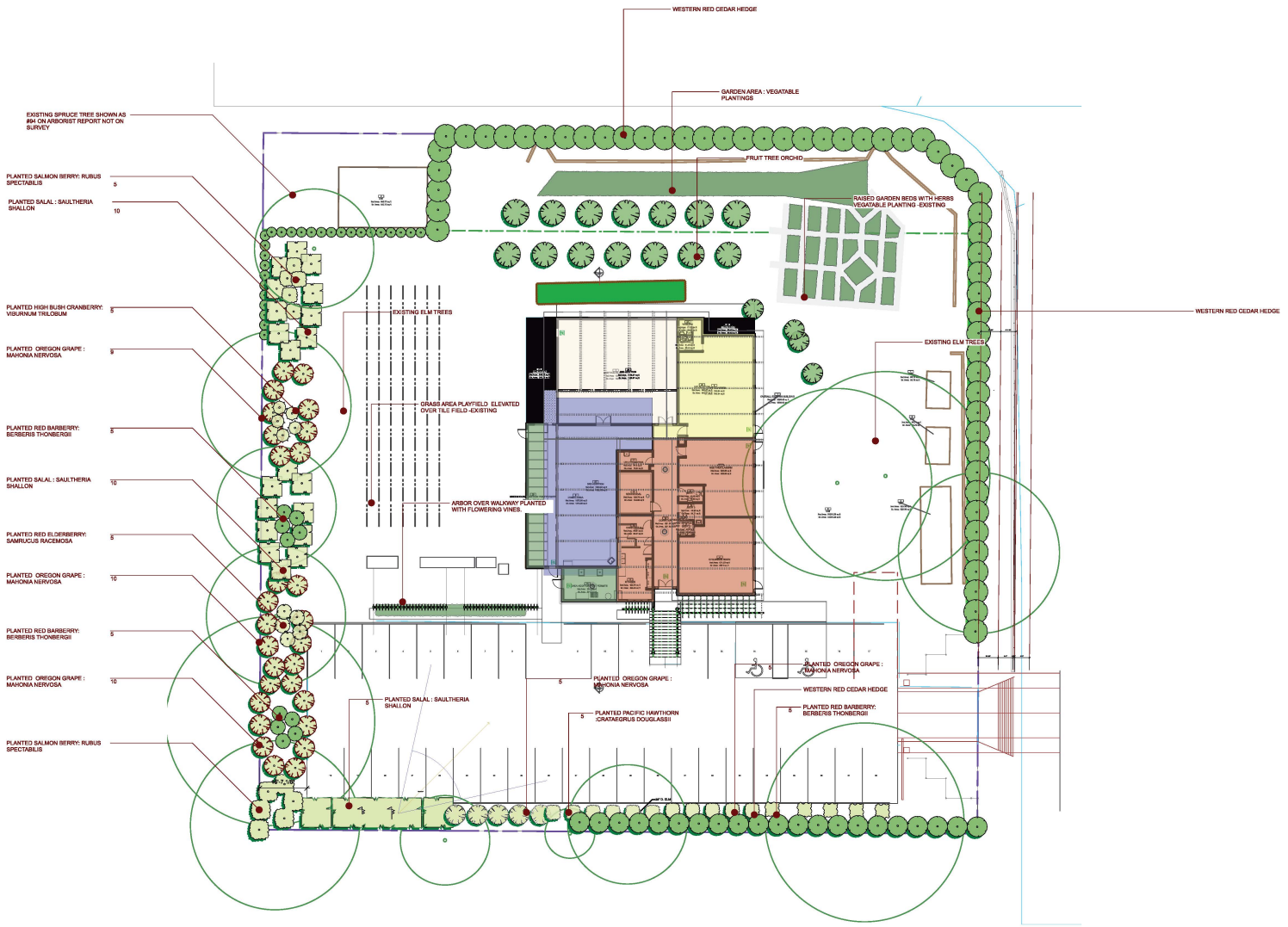
Project Title
CONSOLIDATION OF LOTS - AS BUILT EXISTING BUILDING

11001,11011 SHELL ROAD

Sheet Title
SITE PLAN

Issue Date	Plot Date	Sheet No.
2026-09-22	2026.08.07	A1.01
REMOVED STREET IMPROVEMENTS		
Designed By: SH	Reviewed By: SH/SM	
Drawn By: SH	Checked By: SH	
Project ID: 225.08	Scale: 1:200	Issue/Revision: 1

File name: 09.02(3)08 Shell Road rev1issued permit -SM.rvex



1 LANDSCAPE PLAN
Scale: 1:200

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NOT TO BE USED FOR CONSTRUCTION UNLESS COUNTERSIGNED.

CONTRACTOR TO VERIFY DIMENSIONS BEFORE PROCEEDING AND NOTIFY THE ARCHITECTS OF ANY DISCREPANCIES.

No.	Date	Issue Notes

Issues

Consultant

PL – 17

Architect

STUART HOWARD ARCHITECTS INC.
MEMBERS AIBC - RAIC - AIA
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phone - 604.688.3383 fax - 604.688.7488

Seal

Project Title

CONSOLIDATION OF LOTS - AS BUILT EXISTING BUILDING

11001,11011 SHELL ROAD

Sheet Title

LANDSCAPE PLAN

Issue Date	Plot Date
	2026.08.07
Designed By: SH	Reviewed By: SH
Drawn By: SH	Checked By: SH
Project ID: 225.08	Scale: 1:200

Sheet No. L1.01

Issue/Revision

File name: 09.023.2008 Shell Road rev1 issued permit -SM.vwx

City of Richmond

Minutes Excerpt

Food Security and Agricultural Advisory Committee (FSAAC)

Held Wednesday, March 25, 2026 (7:00 pm)
City Hall, Meeting Room M.1.003

RZ23-024473 Rezoning Application (11001 and 11011 Shell Road, 10700 Steveston Highway and the unaddressed Parcel G, Plan 2870)

James Hnatowich, Policy Planning, introduced the proposal and provided the following comments:

- The subject sites originally belonged to the Richmond School District, which contained the existing building and a parking lot. The school operated on site until approximately 2002. The applicants, the Science of Spirituality, purchased the property in 2005 and have been using the sites since.
- The applicants had previously applied for a rezoning in 2005 to formalize the use of the site. The application received third reading, however, the file was closed in 2021 due to inactivity.
- The purpose of the application is to formalize the use of the sites, as well as to consolidate the four parcels into one. No development, in the form of new construction, is being proposed as part of the application, however, the applicants will need to have building permits approved for past non-authorized construction.
- The subject sites are exempt from the ALC use Regulations due to the size of the parcels on December 21, 1972. This is why there is no corresponding ALC Non-Farm Use application.

The applicant team provided a presentation on the application identifying:

- Science of Spirituality is a global nonprofit organization. It was first established in Canada in 1963 and incorporated as a nonprofit charity in 1974.
- The Science of Spirituality have put in significant efforts into updating both the existing structure as well as the landscaping on site, since purchasing the properties in 2005.
- The operation includes various organic gardens and orchards, and they produce a wide variety of produce on site, including: kale, lettuce, cabbage, corn, beans, peas, squash, raspberries, garlic, pears, blueberries, plums, figs, apples, tomatoes, kiwi, fennel, and grapes. They also grow annual and perennial flowers. All food grown on site is given back to the community through free lunch meals on Sundays, and donations to the Richmond food banks.
- They have implemented the landscaping plan, as generally proposed in the previous 2005 Rezoning Application.

FSAAC had questions for Staff as it relates to the application. In response, Policy Planning provided the following clarity:

- As the sites are exempt from the ALR Use Regulations, the application is strictly a City rezoning application, and there are no requirements from the ALC.
- The sites will be rezoned to a site-specific zone to reflect the nuances of what is occurring on site. The site is fundamentally being used for agriculture, as well as assembly uses, and does not neatly fit into either category. To ensure that both agriculture and assembly uses can be used on site, a rezoning to a site-specific zone is being pursued.

The Committee passed the following motion:

That the Food Security and Agricultural Advisory Committee endorse the proposal for a Rezoning application at 11001 and 11011 Shell Roaf, 10700 Steveston Highway and the unaddressed Parcel G, Plan 2870.

Carried Unanimously

City of Richmond

Rezoning Considerations

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

Address: 11001/ 11011 Shell Road, 10700 Steveston, unaddressed parcel (PID 015-725-880)
File No.: RZ 23-024473

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10804, the developer is required to complete the following:

1. **(Lot Consolidation)** Consolidation of all the lots into one development parcel.
2. **(Flood Covenant)** Registration of a flood plain covenant on Title identifying a minimum habitable elevation of 2.9 m GSC for new construction and indemnifies the City regarding existing structures constructed below this flood level and any improvements thereto.
3. **(No Removal of Landscaping)** Registration of a legal agreement on Title to ensure that landscaping planted along south and west of the consolidated site is maintained and will not be abandoned or removed without City approval. The purpose of this landscaping is to address ALR interface adjacencies.
4. **(Building Permit Application*)** Apply for one or more Building Permits to address the existing unauthorized works on the subject site to the satisfaction of the Director, Building Approvals, including, but not limited to the following:
   a) Additions to the existing assembly structure.
   b) Development of kitchen and associated plumbing;
   c) Sheds and storage container as required.
5. **(Legal Agreement- Transportation Works)** A legal agreement shall be registered on Title to secure a future road dedication and the construction of the following works at the applicant's cost through a Servicing Agreement, as outlined below:
   a) Works required:
      - Along the subject site's full Shell Road frontage, construct:
        - 2.0 m wide sidewalk
        - Approximately 0.6 m wide buffer / utility strip to accommodate overhead utility poles;
        - 0.15 m wide curb and gutter;
        - Minimum 1.8 m wide painted bicycle lane;
        - Pavement widening to accommodate 10.5 m wide pavement.
      - Relocation or upgrade of traffic signal, streetlighting and utilities as required to facilitate the above works and ensure that all driving, walking and cycling infrastructure is accessible and clear of obstructions.
      - Upgrade of the site's driveway access to meet the requirement of the City's bylaws and specifications at the time of construction.
      - Road dedication for land required to accommodate the aforementioned infrastructure to allow public use of the infrastructure.
   b) Implementation:
      - The property owner shall be advised through written notice from the City that the road dedication and works are required.
      - Following receipt of the notice, the property owner is required to enter into a Servicing Agreement with the City to secure the construction of the aforementioned works, within 12 months of receiving written notice from the City, and to dedicate the road to the City no later than the earlier of (a) 6 months following execution of the Servicing Agreement or (b) commencement of construction of any of the aforementioned works.
      - Construction of the works shall be completed within 2 years of entering into such Servicing Agreement, unless an alternate construction timeline is agreed upon as part of the Servicing Agreement.

- Written notice from the City requiring the road dedication and works may be provided, at the City's discretion:
  - As a condition of issuance of any future Building Permits on the site for construction of new buildings or structures with a cumulative lot coverage of over 100 m^2; or
  - When the City approves the construction roadway infrastructure upgrades along Shell Road south of Steveston Highway to facilitate active transportation improvements for the full length between Shell Road and Hammersmith Gate.
- The property owner is responsible for obtaining any and all additional permits or approvals as may be required for the road dedication and the aforementioned works, including Agricultural Land Commission approval.

6. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.
7. **(Work Order)** The following servicing works will be completed as part of the Building Permits. These works include, but are not limited to:

a) Water Works:

i) Using the OCP Model, there is 642 L/s of water available at a 20 psi residual at the Shell Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 250 L/s.

ii) At Developer's cost, the Developer is required to:
(1) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
(2) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
(3) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions are to be finalized during the Building Permit process.

iii) At Developer's cost, the City will:
(1) Complete all tie-ins for the proposed works to existing City infrastructure.
(2) Replace the existing 40mm diameter water service connection along the Shell Rd frontage that currently services 11001 Shell Rd with a new water service connection in the same alignment as the existing. The new water connection shall be complete with a water meter and a meter box in a right-of-way which will be provided by the developer as per City specifications. The size and location of the required water service connection shall be finalized through the Building Permit process.
(3) Provide a new hydrant along the Shell Rd frontage of the property as hydrants are required to be located not more than 75m apart in assembly areas based on the City's standards. A new hydrant is to be located approximately at the property's south property line. Consultation with the City's Fire Department is required to confirm the location of the required hydrant. The required hydrant shall be designed and constructed via the Building Permit process.

b) Storm Sewer Works:
i) At Developer's cost, the Developer is required to:
(1) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the Building Permit process.
(2) Retain and re-use the existing storm service connections.

c) Sanitary Sewer Works:

i) No connection to the City's sanitary sewer system is permitted to properties within the Agricultural Land Reserve. An On-site Sanitary Disposal System is required as per City of Richmond Policy 7401, to be designed by a Professional Engineer at the developer's cost.

Initial: _____

d) Street Lighting:

i) At Developer's cost, the Developer is required to:
(1) Review street lighting levels along all road and lane frontages, and upgrade as required.

e) General Items:

i) At Developer's cost, the Developer is required to:
(1) Complete other frontage improvements as per Transportation requirements.
(2) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures.
(a) New fences, hedges, or trees shall not encroach into the required right-of-way and obstruct City maintenance access within the City right-of-ways along the north property line of the development site.
(b) All existing retaining walls or other non-removable structures encroaching into the City rights-of-way along the north property line of the development site shall be removed.

Prior to any Building Permit issuance for a future Building Permit(s) on the site for construction of new buildings or structures with a cumulative lot coverage of over 100 m^2, the developer must complete the following:

1. **(Legal Agreement Compliance)** Compliance with the legal agreement outlined in Rezoning Consideration 5 (Legal Agreement- Transportation Works).

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.

Signed Date

Initial: _____

City of Richmond

Bylaw 10804

Richmond Zoning Bylaw 8500
Amendment Bylaw 10804 (RZ23-024473)
11001 Shell, 11011 Shell, 10700 Steveston Highway, unaddressed
Parcel G, Plan 2870

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:

   a. Inserting the following into Section 25 – Site Specific Agriculture Zones, in numerical order:

"**25.5 ZA5 Agriculture and Assembly - Shell Road (Gilmore)**

25.5.1 Purpose

The **zone** provides for agriculture, religious assembly and other limited community **uses**.

25.5.2 Permitted Uses

- **animal breeding and boarding**
- **animal day care**
- **animal grooming**
- **animal shelter**
- **equestrian centre**
- **farm business**
- **kennel, hobby dog**
- **private club**
- **religious assembly**

25.5.3 Secondary Uses

- **agri-tourist operation**
- **child care**
- **roadside stand**
- **winery, farm-based**

25.5.4 Permitted Density

1. The maximum **floor area ratio** for all **buildings** and **structures** is 0.60, except where greenhouses are located on the **lot**, in which case the maximum **floor area ratio** is 0.75, of which at least 0.70 **floor area ratio** must be used for greenhouses.

2. The maximum **floor area ratio** for **buildings** and **structures** related to **private club** and **religious assembly uses** is 0.15.

3. **Agricultural buildings and structures** and greenhouses solely for supporting a **farm business** or for growing, producing, raising or keeping animals and plants are not permitted to have concrete construction, **hardsurfacing** or other impermeable **structure** or construction sunk into, at or below the **natural grade** of the **site** except:

   a) where **agricultural buildings and structures**, excluding greenhouses, are supported by a system of columns or posts, where each supporting column or post has a minimum radius of 3 m to the next adjacent column or post and that the maximum footprint area for each concrete footing associated with each column or post is 0.5 m^2; and

   b) concrete grade beams connecting concrete pad foundations are not permitted

4. **Agricultural buildings and structures**, excluding greenhouses, are permitted a maximum of 10% coverage of the **gross floor area** at the ground level of the **building** to be covered by impermeable surfaces.

5. The provisions of Section 25.5.4.3 and 25.5.4.4 do not apply for

   a) **agricultural buildings and structures** on a **lot**, excluding greenhouses, with a cumulative **lot coverage** equal to or less than 750 m^2 in total area for all existing and proposed **agricultural buildings and structures**.

25.5.5 Permitted Lot Coverage

1. The maximum **lot coverage** for greenhouses is 75%.

2. The maximum **lot coverage** for all other **buildings** and **structures** is 35%.

25.5.6 Yards & Setbacks

1. The minimum **front yard** and **exterior side yard** is 7.5 m, except for **private club** and **religious assembly uses** where it is 18.0 m.

2. The minimum **interior side yard** and **rear yard** is 4.5 m, except for **private club** and **religious assembly uses** where it is 23.0 m.

3. Notwithstanding Section 25.5.6.1 for **agricultural buildings and structures** with a maximum **height** of 5.0 m, the minimum **front yard** and **exterior side yard** is 2.5 m.

25.5.7 Permitted Heights

1. The maximum **height** is:

a) 35.0 m for **agricultural buildings** and **structures.**

b) 20.0 m for all other **accessory structures**; and

c) 12.0 m for **buildings** and **structure**s related to **private club** and **religious assembly uses**.

25.5.8 Subdivision Provisions/Minimum Lot Size

1. **Subdivision** of land in the **Agricultural Land Reserve** shall not be permitted unless approved by the Provincial Agricultural Land Commission. Where the approval of the Provincial Agricultural Land Commission is not required, the minimum **lot area** shall be 4,500 m².

25.5.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provision of Section 6.0.

25.5.10 On-Site Parking

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.

25.5.11 Other Regulations

1. **Telecommunication antenna** shall not occupy more than 100.0 m^2 for equipment, **buildings** and installations for each **lot**.

2. For the purposes of this **zone**, the following permitted **uses** are allowed in the Agricultural Land Reserve as "breeding pets or operating a kennel or a boarding facility":

a) **animal breeding and boarding**;

b) **animal day care**;

c) **animal grooming**;

d) **animal shelter**; and

e) **kennel, hobby dog**.

3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."

2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"ZA5 Agriculture and Assembly - Shell Road (Gilmore)" zone.**

PID 015-725-871
Parcel "F" (Reference Plan 2869) Section 2 Block 3 North Range 6 West New Westminster District Except: Part Dedicated Road on Plan LMP54152

PID 013-082-566
North Easterly 5 and 1/5th Square Chains Section 2 Block 3 North Range 6 West New Westminster District Except: Part Dedicated Road on Plan LMP54152

PID 015-342-433
Parcel D (Explanatory Plan 1980) Section 2 Block 3 North Range 6 West New Westminster District

PID 015-725-880
Parcel "G" (Reference Plan 2870) Section 2 Block 3 North Range 6 West New Westminster District

3. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 10804".**

FIRST READING	_____
PUBLIC HEARING	_____
SECOND READING	_____
THIRD READING	_____
OTHER CONDITIONS SATISFIED	_____
ADOPTED	_____

CITY OF RICHMOND
APPROVED By JSH
APPROVED by Director or Solicitor

_____ _____
MAYOR CORPORATE OFFICER

City of Richmond

Report to Committee

To:	Planning Committee	**Date:**	October 9, 2026
From:	Wayne Craig General Manager, Planning and Development	**File:**	08-4057-05/2025-Vol 01
Re:	**Housing Agreement (Market Rental Housing) Amendment Application for 3420 Ketcheson Court**		

Staff Recommendation

That Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672, Amendment Bylaw 10803 be introduced and given first, second and third reading.

Executive Summary

Polygon Talistar Homes Ltd. (the "Owner") has requested to amend Housing Agreement (Market Rental Housing) Bylaw No. 10672 to facilitate the staged construction and delivery of Phase 3 of the Talistar development at 3420 Ketcheson Court.

The requested amendment would allow the Owner to achieve occupancy on a portion of the development (134 strata units), prior to the delivery of the 17 market rental units, which would be delivered in the second stage of the development together with the remaining 208 strata units. The requested amendment does not alter any other material terms of the market rental housing units (e.g. unit mix and accessible design) which Council had previously approved. The requested amendment provides flexibility in the timing and sequencing of construction and occupancy while continuing to deliver housing.

Staff Report

Origin

This report outlines a request from Polygon Talistar Homes Ltd. (the "Owner") to amend the Housing Agreement (Market Rental (MR) Housing) applicable to the provision of 17 MR units at 3420 Ketcheson Court, as required through the associated rezoning application (RZ 18-836123) which was adopted by Council on December 6, 2021. The proposed Housing Agreement bylaw amendment is in support of the staging of the proposed development at the subject site.

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

> *Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.*

Analysis

On June 9, 2025, Council adopted the Housing Agreement (Market Rental (MR) Housing) (3420 Ketcheson Court) Bylaw No. 10672, authorizing the City to enter into a Housing Agreement to secure 17 MR units required through Rezoning Application RZ 18-836123.

The Polygon Talistar development is a four-phase, master-planned community. Phase 1, comprising MR and Low-End Market Rental (LEMR) units, has received occupancy. Phase 2, comprising strata and MR units, has also received occupancy. The subject Housing Agreement relates to Phase 3, which is a high-rise, mixed-use development comprising 342 strata residential units, 17 MR units, ground-floor commercial space and an above-ground parking structure.

Through the associated Development Permit (DP) application (DP 23-020753) for the subject site, which was endorsed by the DP Panel on September 16, 2026, the Owner has proposed a staged development approach for Phase 3 to provide flexibility in the timing and sequencing of construction. The south portion of the site (Stage 1) would be developed first and would include 134 strata residential apartment units. The north portion of the site (Stage 2) would be constructed at a later date and would include 225 residential units, comprising 208 strata residential apartment units and 17 MR units.

The existing Housing Agreement registered on Title of the subject site does not permit occupancy of any residential units within Stage 1 until the 17 MR units have received final Building Permit (BP) inspection granting occupancy. The proposed Housing Agreement amendment would permit occupancy of Stage 1 before completion of the MR units in Stage 2. BP applications have been submitted for both Stage 1 (BP 25-028874) and Stage 2 (BP 23-034565).

While the project is proposed to be constructed and occupied in two stages, both stages form part of a single, comprehensive development generally consistent with the development scheme which Council approved through the rezoning process. Upon completion of Stage 2, the development will operate as one integrated building, with shared access, parking, amenity areas,

and other common facilities serving all residents. The proposed amended Housing Agreement includes an occupancy hold on Stage 2, ensuring the proposed Stage 2 strata residential units cannot be occupied until the 17 MR units have completed final BP inspection and received provisional or final occupancy. This aligns the Housing Agreement with the proposed staging plan, while retaining the requirement for the owner to provide 17 MR units prior to final occupancy of Stage 2.

The applicant has applied to amend the Housing Agreement in order to maintain the overall viability of the project while continuing to advance the approved housing objectives for the subject development. The proposed amendment would provide the Owner with flexibility to sequence construction in response to changing market conditions, while ensuring the delivery of 17 MR units as secured through the associated rezoning application for the subject site. The proposed amendment to the Housing Agreement does not alter any other material terms, such as the market rental unit mix (six one-bedroom units and 11 two-bedroom units), or the requirement for the units to meet the City's Basic Universal Housing (BUH) accessibility design criteria. The Owner's rationale for the proposed staging is further outlined in their correspondence (Attachment 2).

If adopted, the proposed amending bylaw would authorize the City to enter into an amended and restated Housing Agreement with the Owner. The amended and restated agreement would replace the existing Housing Agreement in its entirety and incorporate the staging provisions for Phase 3 within a single agreement, ensuring consistency throughout the agreement.

Budgetary Implications

None.

Conclusion

The proposed amendment to the Housing Agreement would facilitate the staged development of Phase 3 of the Talistar project, while continuing to ensure the delivery of 17 MR units.

It is recommended that the Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672, Amendment Bylaw No. 10803, be introduced and given first, second and third reading.

Respectfully submitted,

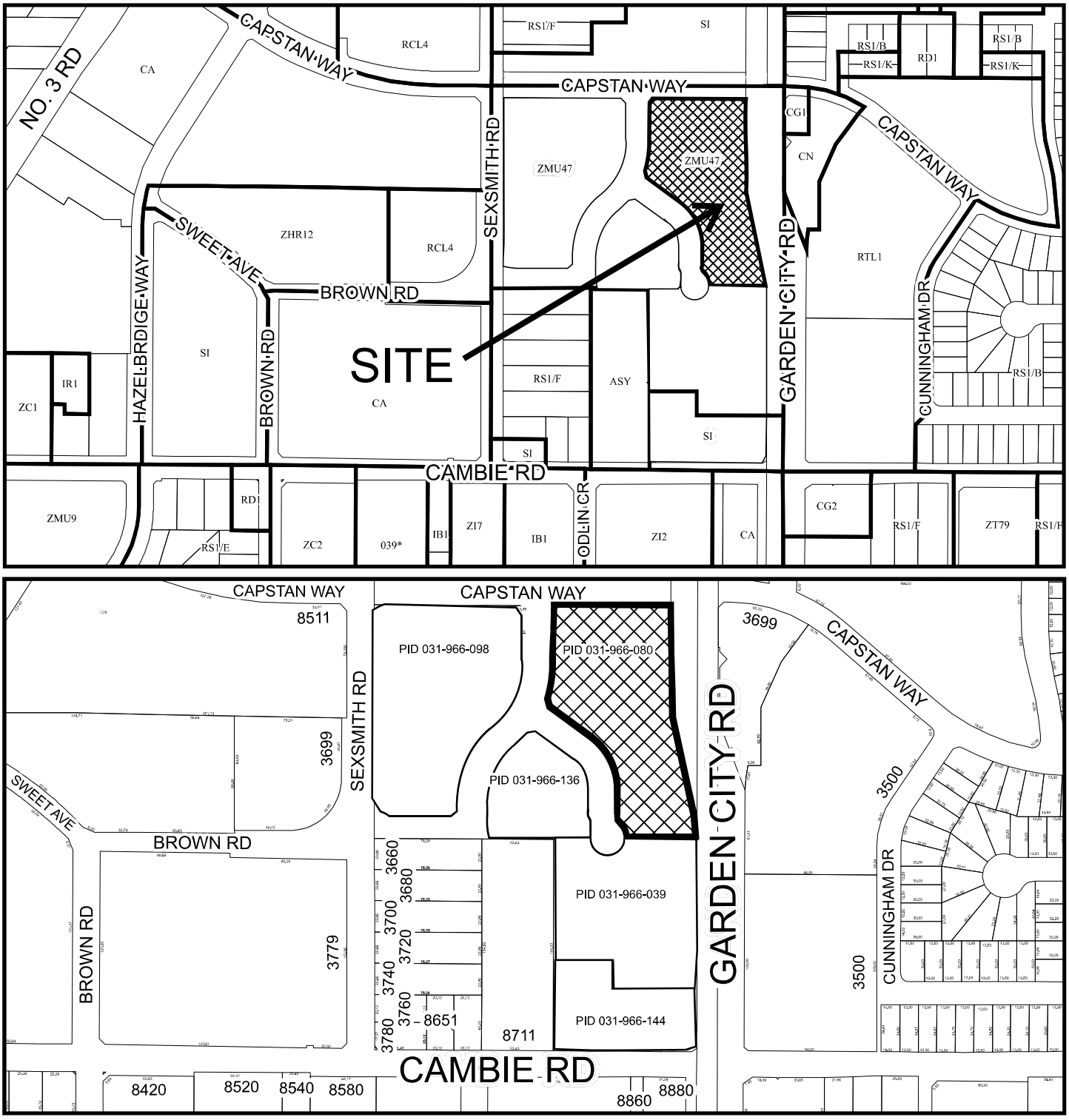
Joshua Reis, Director, Development

Report Contributors

This report was prepared by Christopher Wilcott, Planner 3 and reviewed by Law.

Att. 1. Location Map
2. Applicant's Staging Rationale Letter

City of Richmond



3420 Ketcheson Court

PLN – 30

Original Date: 07/11/23

Revision Date:

Note: Dimensions are in METRES

October 2nd, 2026

City of Richmond
Planning Department
6911 No 3 Rd
Richmond, BC V6Y 2C1

Attention: **Planning Committee**

Re: 3420 Ketcheson Court (Talistar Lot 2) - Housing Agreement Amendment Request

Dear Mayor and Council,

On behalf of Polygon, we are writing in support of the proposed amendment to the Housing Agreement for the above-noted development.

To maintain the overall viability of the project, the development must be delivered in two phases, proceeding from south to north. The requested amendment is intended to accommodate this construction sequencing while preserving the approved housing objectives for the site.

The secured rental housing component was always intended to be located within the north building. The amendment reflects this original development strategy and aligns the timing of the rental housing delivery with the construction of the north phase.

Polygon remains fully committed to delivering both the rental housing units and the north phase of the development. The proposed amendment does not alter Polygon's rental housing obligations but rather facilitates their delivery through a practical and viable construction phasing approach.

We appreciate the City's consideration of this request and respectfully ask for Council's support of the proposed amendment.

Sincerely,

POLYGON TALISTAR HOMES LTD.

Robin Glover
Senior Vice President Development
/db

900 - 1333 West Broadway
Vancouver, British Columbia
V4H 4C2 Canada

tel: 604.877.1131
fax: 604.876.1258
www.polyhomes.com

City of Richmond

Bylaw 10803

Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672, Amendment Bylaw No. 10803

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672** is here by amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.

2. This Bylaw is cited as **"Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672, Amendment Bylaw No. 10803"**.

FIRST READING _____

SECOND READING _____

THIRD READING _____

ADOPTED _____

CITY OF RICHMOND

APPROVED for content by originating Division

APPROVED for legality by Solicitor

_____ MAYOR

_____ CORPORATE OFFICER

SCHEDULE A

To Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672, Amendment Bylaw No. 10803

HOUSING AGREEMENT BETWEEN POLYGON TALISTAR HOMES LTD. AND THE CITY OF RICHMOND

AMENDED AND RESTATED HOUSING AGREEMENT – MARKET RENTAL HOUSING
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference ____ day of _____, 202__,

AMONG:

POLYGON TALISTAR HOMES LTD. (Incorporation No. BC1167752), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 900 – 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(the "**Owner**")

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**")

WHEREAS:

A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;

B. The Owner is the owner of the Lands;

C. 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;

D. The Owner and the City entered into a Housing Agreement dated for reference June 9th, 2025 (the "**Original Agreement**") to provide for market rental housing on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 10672; and

E. The Owner and the City have agreed to amend the Original Agreement and accordingly wish to enter into this amended and restated Agreement to provide for market rental 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) "**Agreement**" means this agreement together with all schedules, attachments and priority agreements attached hereto;

(b) "**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;

(c) "**Building Permit**" means the building permit authorizing construction on the Lands, or any portion(s) thereof;

(d) "**CCAP**" means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;

(e) "**City**" means the City of Richmond;

(f) "**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;

(g) "**Common Amenities**" means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Market Rental Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required market rental housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;

(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, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying $100.00 by the percentage change in the CPI since January 1, 2021, 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 that portion of the mixed-use, mid-rise and high-rise development contemplated by the Rezoning to be constructed on the Lands;

(k) "**Development Permit**" means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. 23-020753;

(l) "**Director of Development**" means the City's Director, Development in the Planning and Development Division of the City, and his or her designate;

(m) "**Dwelling Unit**" means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;

(n) "**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;

(o) "**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 Market Rental Housing Units;

(p) "***Interpretation Act***" means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

(q) "***Land Title Act***" means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

(r) "**Lands**" means the lands and premises legally described as PID: 031-966-080, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

(s) "***Local Government Act***" means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;

(t) "**LTO**" means the New Westminster Land Title Office or its successor;

(u) "**Market Rent**" means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;

(v) "**Market Rental Housing Unit**" means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any

Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;

(w) "**OCP**" means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;

(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 a Market Rental Housing Unit from time to time;

(y) "***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;

(z) "***Residential Tenancy Act***" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

(aa) "**Rezoning**" means the rezoning of the parent parcel to the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;

(bb) "**Senior**" means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;

(cc) "***Strata Property Act***" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

(dd) "**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*;

(ee) "**Tenancy Agreement**" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and

(ff) "**Tenant**" means an occupant of a Market Rental 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 a 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 RENTAL HOUSING UNITS

2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, "permanent residence" means that

the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.

2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental 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 Schedule 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 Market Rental 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 Market Rental 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 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:

(a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:

(i) submitted to the City a Development Permit application that includes the Market Rental Housing Units; and

(ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;

(b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;

(c) not apply for a final Building Permit inspection permitting occupancy in respect of any Building in phase 2 as specified in the Development Permit, nor take any action to compel issuance of a final building permit inspection permitting occupancy for any Building in phase 2 as specified in the Development Permit, unless and until all of the following conditions are satisfied:

(i) the Market Rental Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City; and

(ii) 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 Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including parking and Common Amenities,

provided that if the Development Permit and/or the Building Permit are amended to remove the phasing of the delivery of Buildings in the Development, then the restriction in this Section 2.4(c) shall apply to the first Building in the Development;

(d) not permit any Building in phase 2 as specified in the Development Permit to be occupied, unless and until the Market Rental Housing Units have received final Building Permit inspection granting provisional or final occupancy of the Market Rental Housing Units, provided that if the Development Permit and/or the Building Permit are amended to remove the phasing of the delivery of Buildings in the Development, then the restriction in this Section 2.4(d) shall apply to the first Building in the Development; and

(e) not subdivide the Market Rental Housing Units into individual strata lots, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Market Rental Housing Units will together form no more than 1 strata lot, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion.

ARTICLE 3
DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

3.1 The Owner will not permit a Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of a Market Rental Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.

3.2 Without limiting section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.

3.3 If this Agreement encumbers more than one Market Rental Housing Unit, then the following will apply:

(a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one building;

(b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "building" for the purpose of this section 3.3; and

(c) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being Subdivided such that all of the Market Rental Housing Units are contained in a single parcel.

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

3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

(a) includes the following provision:

"By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Market Rental Housing Unit:

(i) the number of occupants of the Market Rental Housing Unit;

(ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and

(iii) the number of occupants of the Market Rental Housing Unit who are Seniors";

(b) defines the term "Landlord" as the Owner of the Market Rental Housing Unit; and

(c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.

3.6 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

(a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

(b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent;

(c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all Common Amenities; and

(d) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any of the following:

(i) strata fees;

(ii) strata property contingency reserve fees;

(iii) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;

(iv) extra charges for the use of sanitary sewer, storm sewer, or water, except for the use of water, including heated or cooled water provided by a utility provider including a district energy utility, which is metered or sub-metered or otherwise calculated and allocated on the basis of use, in respect of the use of such water by the Market Rental Housing Unit; or

(v) property or similar tax;

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

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

district energy charges (including for heating, cooling, or domestic hot water heating); and

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

3.7 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.

3.8 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.

3.9 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.

3.10 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

ARTICLE 4
DEMOLITION OF MARKET RENTAL HOUSING UNIT

4.1 The Owner will not demolish a Market Rental 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 Market Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

(b) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Market Rental Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations,

and, in each case, a demolition permit for the Market Rental Housing Unit, as applicable, has been issued by the City and the Market Rental Housing Unit, as applicable, 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 a Market Rental Housing Unit, as applicable, 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 which contain the Market Rental Housing Units.

5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.

5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Units, as applicable, 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 a Market Rental 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 Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

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 a Market Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle 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 Market Rental Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.

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

ARTICLE 6
DEFAULT AND REMEDIES

6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

(a) a Market Rental Housing Unit is used or occupied in breach of this Agreement

(b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; or

(c) 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 Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units; 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 Market Rental Housing Units. The City will partially release this Agreement accordingly, provided however that:

(i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release);

(ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;

(iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and

(iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

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 ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental 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 Market Rental 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 at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

(a) as owner of the Market Rental Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and

(b) as owner of any air space parcel containing the Market Rental Housing Units at any applicable meetings of the owners of other Subdivided parcels of the Lands or part thereof,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Market Rental Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, as applicable.

Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental 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's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

(c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement; 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 Market Rental Housing Unit under this Agreement;

(b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; 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 sections 7.5 and 7.6 of this Agreement will survive termination or release 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 Market Rental 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

Copies to: City Solicitor and Director of Development

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 Market Rental 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, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

7.24 **Counterparts**

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]

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

POLYGON TALISTAR HOMES LTD. (INC. NO. BC1167752), by its authorized signatory(ies):

Name: Robin Glover
Title: SVP Development

Name: ROBERT BRUNO
Title: Executive VP

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

Schedule A to Market Rental Housing Agreement

STATUTORY DECLARATION

CANADA PROVINCE OF BRITISH COLUMBIA TO WIT:	)	IN THE MATTER OF Unit Nos. _____ - _____ (collectively, the "**Market Rental Housing Units**") located at _____, (*street address*), British Columbia, and Housing Agreement dated _____, 20____ (the "**Market Rental Housing Agreement**") between _____ and the City of Richmond (the "**City**")

I, _____ (*full name*),

of _____ (*address)* in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;

2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Units;

3. To the best of my knowledge, for the period from _____ to _____, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental Housing Agreement).

4. 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___.	)	_____ DECLARANT
_____ A Commissioner for Taking Affidavits in the Province of British Columbia	)	

PRIORITY AGREEMENT

ROYAL BANK OF CANADA (the "**Chargeholder**") is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

(i) Mortgage CB1430445, and

(ii) Assignment of Rents CB1430446,

registered in the LTO (collectively, the "**Bank Charges**") against title to the Lands. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the "**Market Rental Housing Agreement**").

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

ROYAL BANK OF CANADA
by its authorized signatory(ies):

Per: _____
Name: Gary Katayama
Director, Real Estate Markets

Per: _____
Name: