



To: Mayor and Councillors

Date: November 15, 2018

From: Wayne Craig
Director, Development

File: CP 16-752923

Re: Application by GBL Architects for an Official Community Plan (City Centre Area Plan) Amendment at 6551 No. 3 Road (CF Richmond Centre South) – Market Rental Housing Proposal

GBL Architects has applied to the City of Richmond to amend the Official Community Plan (OCP), Schedule 2.10 (City Centre Area Plan) at 6551 No. 3 Road to permit a high-rise, mixed use project on a portion of 6551 No. 3 Road at the south end of the CF Richmond Centre shopping centre (Attachment 1). The OCP Amendment Bylaw received first reading of Council on September 24, 2018 and has been referred to Public Hearing on November 19, 2018.

On September 4, 2018, Council adopted a new Market Rental Housing Policy through amendments to the OCP and Zoning Bylaw. Among other things, the policy aims to encourage the development of new market rental housing (i.e. dwelling units that are rented at prevailing market rates and subject to a market rental agreement). Following first reading of the CF Richmond Centre South OCP Amendment Bylaw, the developer submitted a market rental housing contribution proposal for the City's consideration (Attachment 2).

Market Rental Housing Voluntary Contribution Proposal

The developer proposes to:

- 1) Construct approximately 6,700 m² (72,000 ft²) of market rental housing, calculated based on a density of 0.1 floor area ratio (FAR) on the combined area of Lot 1 (Phase 1) and Lot 2 (Phase 2), which market rental housing would be:
 - Located entirely on Lot 2 (Phase 2);
 - Constructed to a turnkey level of finish at the developer's sole cost;
 - Provided in the form of a stand-alone building or clustered units;
 - 40% family-friendly 2- and 3-bedroom units (which units may include inboard bedrooms); and
 - 100% Basic Universal Housing (BUH) units; and
- 2) Provide the proposed market rental housing on the understanding that:
 - The market rental units shall be delivered on or before completion of 50% of Phase 2's strata homes;

- Through the Development Permit process, the City will work with the developer to ensure that the proposed addition of market rental housing will not represent a net increase in the overall size of the development's parking structure; and
- The developer's market rental housing contribution would be equal to 0.1 FAR across the combined total area of Lot 1 and Lot 2, including:
 - i) Approximately 3,000 m² (32,000 ft²), based on a density of 0.1 FAR calculated on Lot 2 (Phase 2); and
 - ii) An additional area of approximately 3,700 m² (40,000 ft²), based on a density of 0.1 FAR calculated on Lot 1 (Phase 1), provided that the City will permit increased floor area on Lot 2 (Phase 2) through either:
 - The transfer of unused density from Lot 1 (Phase 1) to Lot 2 (Phase 2); or
 - Additional density on Lot 2 (Phase 2) over and above the Zoning Bylaw's currently permitted maximum of 3.15 FAR density for "Downtown Commercial (CDT1)" zone sites.

Analysis

CF Richmond Centre's original and revised residential development proposals are summarized in the following table.

TABLE 1

| PROPOSAL | PROPOSED DWELLING UNITS (Estimate) | | | | |
|----------|------------------------------------|---|---------------|-------|-------|
| | Strata Ownership | Rental Housing Secured with a Housing Agreement | | | Total |
| | | Affordable Housing | Market Rental | Total | |
| Original | 1,850 | 150 | Nil | 150 | 2,000 |
| Revised | 1,850 | 150 | 100 | 250 | 2,100 |

Staff's review of the developer's market rental housing proposal indicates that it is consistent with Richmond's development objectives. More specifically, the developer's proposed:

- 1) Market rental housing contribution (secured in perpetuity and constructed to a turnkey level of finish at the sole cost of the developer) is consistent with Richmond's new Market Rental Housing Policy, which encourages new purpose-built market rental housing units in multi-family developments near transit and amenities;
- 2) Estimated number of market rental housing units (100 units) is equal to 83% of Richmond's projected annual market rental housing demand (120 units), as determined based on research undertaken as part of preparation of the Market Rental Housing Policy;
- 3) Market rental housing floor area (i.e. 0.1 floor area ratio, based on the area of Lot 1 and Lot 2) complies with the Market Rental Housing Policy's minimum requirement for mixed tenure buildings receiving a market rental housing density bonus (except that the developer proposes to provide market rental housing without receiving a density bonus);
- 4) Market rental housing unit mix includes 40% family-friendly 2- and 3-bedroom units and 100% Basic Universal Housing units, which is consistent with the Market Rental Housing Policy;

- 5) Market rental housing contribution will not diminish the developer’s prior commitment to providing community amenities (e.g., affordable housing, road dedications, public open space); and
- 6) Market rental housing location in Phase 2 (Lot 2) will help avert potential delays in the developer’s delivery of Phase 1’s affordable housing and community amenities.

With regard to the developer’s proposal that:

- The addition of market rental housing should not increase the current proposed size of the developer’s parking structure, staff’s review indicates that the additional parking needed for the proposed market rental housing units (approximately 72 spaces, which represents less than 2% of the development’s total parking spaces) may be reasonably off-set through additional residential and/or commercial Transportation Demand Management (TDM) measures, parking layout efficiencies, and/or use-specific reductions based on a City-approved parking study (e.g., affordable parking reduction based on non-profit operator input); and
- A market rental housing contribution of 6,700 m² (72,000 ft²) would require the City to permit increased floor area on Lot 2 (Phase 2), staff note that the Zoning Bylaw would permit the transfer of floor area from Lot 1 (Phase 1) to Lot 2 (Phase 2) provided that both lots were the subject of a single Development Permit application. Under this approach, a single Development Permit application for Lot 1 (Phase 1) and Lot 2 (Phase 2) would need to be processed to a level deemed to be acceptable to the Director of Development prior to adoption of the subject OCP Amendment Bylaw. Any other increase in permitted floor area on Lot 2 (Phase 2) would require rezoning.

The following table summarizes the combined buildable floor area permitted on the developer’s Lot 1 (Phase 1) and Lot 2 (Phase 2) sites under the property’s existing CDT1 zone and the amount of “Unused Density” based on the developer’s preliminary design for Lot 2 (Phase 2). The developer has indicated that as design development proceeds with respect to Lot 2 (Phase 2), this “Unused Density” may be required to meet the shopping centre’s commercial objectives.

TABLE 2

| PROPOSAL | COMBINED RESIDENTIAL & COMMERCIAL DENSITY ON LOT 1 & LOT 2 (Estimate) | | | | | |
|--|---|--|---------------|--|----------------|---|
| | Existing CDT1 Zone (Max) | | Proposed Area | | Unused Density | |
| | FAR | Floor Area | FAR | Floor Area | FAR | Floor Area |
| Original Without Market Rental Housing | 3.15 | 211,160 m ² (2,272,904 ft ²) | 2.94 | 197,308 m ² (2,123,804 ft ²) | 0.21 | 13,852 m ² (149,100 ft ²) |
| Revised With 72,000 ft ² of Market Rental Housing | 3.15 | 211,160 m ² (2,272,904 ft ²) | 3.04 | 204,008 m ² (2,195,804 ft ²) | 0.11 | 7,152 m ² (77,100 ft ²) |

OCP Amendment Bylaw Consideration

At or following the Public Hearing, Council has the authority to add requirements to the subject application’s OCP Considerations to require the developer to provide market rental housing. If

members of Council want to accept the developer's market rental housing proposal, staff would recommend the following resolution:

Staff Recommendation for Consideration

That the OCP Considerations for CP 16-752923 be amended to include the addition of section 7 as follows and set out in Attachment 3:

7. Market Rental Housing: The City's acceptance of the developer's offer to voluntarily contribute market rental housing, the terms of which voluntary contribution shall include, but may not be limited to the following:

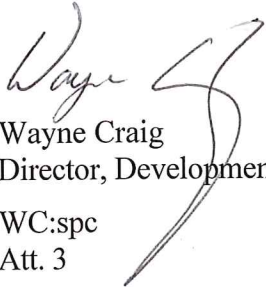
7.1. The developer shall:

- a) Construct approximately 6,700 m² (72,000 ft²) of market rental housing, calculated based on a density of 0.1 floor area ratio (FAR) on the combined area of Lot 1 (Phase 1) and Lot 2 (Phase 2) (which floor area shall be exclusive of residential amenity space and standard floor area ratio exemptions), which market rental housing shall be:
- Located entirely on Lot 2 (Phase 2);
 - Constructed to a turnkey level of finish at the developer's sole cost;
 - Provided in the form of a stand-alone building or clustered units, as determined to the City's satisfaction through an approved Development Permit, together with parking, unrestricted access to indoor and outdoor amenity spaces, and other features as needed to satisfy OCP and Zoning Bylaw requirements;
 - 40% family-friendly 2- and 3-bedroom units (which units may include inboard bedrooms);
 - 100% Basic Universal Housing (BUH) units; and
 - Secured in perpetuity with a Market Rental Agreement and Covenant to the City's satisfaction.

7.2. Prior to adoption of the subject OCP Amendment Bylaw, the developer shall:

- a) Expand the scope of the Development Permit application required with respect to Lot 1 (Phase 1) to include the conceptual design of Lot 2 (Phase 2) for the purpose of approving the amount and distribution of floor area across the developer's 2-lot site, including the entirety of the developer's market rental housing contribution; and
- b) Register a restrictive covenant on title to Lot 2 for the purpose of requiring that:
- i) Prior to Building Permit issuance for Lot 2 (Phase 2), the developer shall:
- Submit and receive approval for a stand-alone Development Permit application for Lot 2 (Phase 2), which permit shall, among other things, accurately describe the form and character of the Lot 2 (Phase 2) development including the developer's market rental housing contribution, as determined to the satisfaction of the Director of Development; and

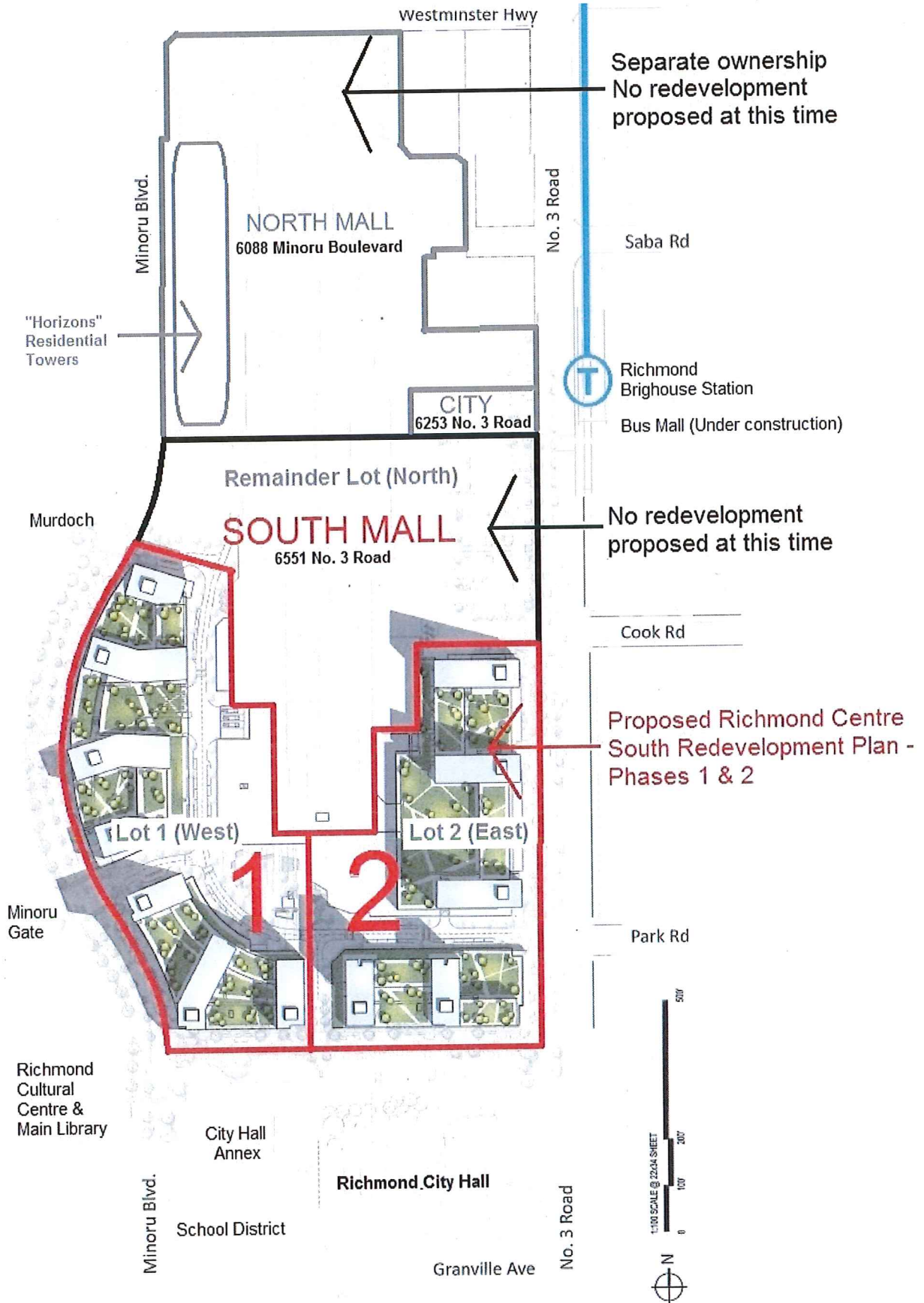
- Include the developer's market rental housing units and ancillary spaces and uses in the Lot 2 (Phase 2) Building Permit as approved through the stand-alone Development Permit application for Lot 2 (Phase 2);
- ii) Prior to issuance of the stand-alone Development Permit for Lot 2 (Phase 2):
 - Register a Market Rental Agreement and Covenant on title to Lot 2, as determined to the City's satisfaction, the terms of which shall indicate that they apply in perpetuity; and
 - As required, register additional legal agreement(s) on title to Lot 2 to facilitate the detailed design, construction, operation, and/or management of the market rental housing units and/or ancillary spaces and uses as determined to the satisfaction of the City through the Development Permit review and approval processes;
- iii) Prior to City approval granting occupancy of more than 50% of total non-rental residential units on Lot 2:
 - Receive final Building Permit inspection granting occupancy for all of the required market rental housing units and ancillary spaces and uses on Lot 2.



Wayne Craig
Director, Development
WC:spc
Att. 3

ATTACHMENT 1

Site Location & Proposed Phasing Boundaries





November 14, 2018

Wayne Craig
Director of Development
City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

Re: CF Richmond Centre Redevelopment (CP 16-752923): Inclusion of Market Rental Housing Request

Dear Mr. Craig,

As discussed at our meeting on October 23, 2018 with you and your staff, we were surprised and extremely concerned to learn about the city's consideration of possibly amending and enforcing a new zoning bylaw at CF Richmond Centre that would require market rental housing this late in our design and approval process. As you are aware, over the past three years we have invested significant financial resources and have worked collaboratively with City of Richmond staff to arrive at a development plan that will transform the City Centre of Richmond and provide the community numerous benefits as outlined below.

As part of the consideration of this matter, it is also important to note that given the existing municipal entitlements, we could have proceeded with a much less ambitious plan and directly applied for a DP. This would have resulted in a much faster approval process, but would not have given rise to the many community benefits and master planned nature of the current plan.

Notwithstanding the above context, we have seriously evaluated the City of Richmond's request to review the opportunity of providing market rental housing as part of our overall redevelopment strategy. Because of the late stage in the design and approval process and given the number of details that have been agreed upon with the City of Richmond's Planning, Transportation and Engineering Departments, we believe adding market rental to Phase 1 (Lot 1) will add significant and unnecessary risk to the project's viability. That being said, we do see an opportunity to add market rental housing in Phase 2 (Lot 2) as outlined below:

- o A commitment to provide approximately 32,000 sf (0.10 FAR) of the Phase 2 site (Lot 2) in market rental housing in a turnkey level of finish;
- o A commitment that the homes will be provided in a standalone building and/or clustered format.

CF SHAPE

- A commitment to provide 40% of the market rental homes as 2 bedroom or larger family friendly units (assuming inboard bedrooms are acceptable).
- A commitment to provide 100% Basic Universal market rental homes.
- If there is an opportunity to access any remaining density from Phase 1 (Lot 1) and apply that density to Phase 2 (Lot 2) and/or gain additional density (beyond the current 3.15 FAR) the Owner will commit to build an additional 40,000 sf (totaling 72,000 sf) of market rental in Phase 2 (Lot 2). This would equate to 0.10 FAR on the entire site, Phase 1 & 2.
- The above commitments are contingent on the City, at the time of DP, providing a parking variance supported by traffic demand management measures so as not to increase the current overall parking areas of the project. One possibility could include reducing the affordable housing rental ratio to approximately 0.50 stalls per home.
- Lastly, a commitment to deliver the market rental homes no later than the completion of 50% of the market strata homes in Phase 2.

In addition to the new civic contribution described above, we believe that through collaboration with City staff, that has included thousands of person-hours, we have created a thoughtful, vibrant, welcoming community at the heart of Richmond's City Centre that incorporates a number of amazing community amenities and benefits including the following:

- 150 affordable housing rental homes (LEMR);
- 1,850 new homes for ownership (some of which will be informally added to the Richmond market rental pool) that are designed to maximize livability and build community;
- 50% of the homes will have family friendly layouts and 25% will meet basic universal housing standards;
- 130,000 sf of new pedestrian friendly retail spaces that will provide added amenity to shoppers, employment opportunities, additional retail tax base and revitalize otherwise outdated retail formats (Sears);
- Elimination of surface parking lots made possible by building two levels of underground parking;
- The addition of a new dedicated E-W street including all city utilities and associated public realm providing a new connection for pedestrians, cyclists and vehicles between No. 3 Rd and Minoru Blvd;
- Canada Line connectivity improvements including a weather protected route that gains access through the CF RC mall galleria to match transit hours to further improve the site's permeability;
- Sidewalk widening and the addition of off-street bike paths along Minoru and No. 3 Rd to enhance the City Centre public realm;
- A community focused Central Plaza (0.5 acre) located along Park Road;

CF SHAPE

- New city sanitary sewer, storm, water, street lighting and traffic signals along Minoru and No. 3 Rd as well as associated intersection upgrades;
- An onsite low carbon energy plant (DEU) that will be transferred to the City's ownership; and
- Strategically located and designed Mobility Hubs that include secure bike parking, car share parking, weather protected seating and waiting areas, drop-off/pick-up zones, associated EV plug ins and more.

We look forward to proceeding with the public hearing on November 19th and trust that the above context and proposal is in keeping with the partnership we have built with the City. We are happy to discuss this proposal at any time, so please do not hesitate to contact us.

Best regards,



John Horton
President and Chief Executive Officer
Shape Properties



Wayne Barwise
Executive Vice President, Development
Cadillac Fairview Limited Corporation

Cc: Mayor Malcolm Brodie, City of Richmond
Josh Thomson, Cadillac Fairview
Michelle Paquet, SHAPE

Original September 10, 2018 (REVISED November 15, 2018)



City of
Richmond

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

Address: 6551 No 3 RoadFile No.: CP 16-752923

Prior to final adoption of Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 9892, the developer is required to satisfy the following requirements:

1. Site Contamination:

- 1.1. Development Approval Requirements: Submission to the City of a contaminated sites legal instrument from the Ministry of Environment and Climate Change Strategy (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD)) showing no contamination within the subject site or an alternative notification from the Ministry confirming that the City may approve the owner's OCP amendment, development, subdivision, and demolition applications.
- 1.2. Road Dedication Requirements: Submission to the City of a contaminated sites legal instrument from the Ministry of Environment and Climate Change Strategy (e.g., COC or FSD) showing no contamination within the portion of the lands required to be dedicated to the City for road or an alternative form of assurance satisfactory to the City, in the City's sole discretion; which alternative assurance shall include, but may not be limited to, registration of a legal agreement on title to the lands requiring that:
- 1.2.1. Prior to Building Permit* issuance for the first building to be constructed on the lands (i.e. excluding existing buildings), in whole or in part, the owner shall submit:
- a) Evidence that the environmental condition of the required road dedication is satisfactory, as determined at the sole discretion of the City; and
 - b) A contaminated sites legal instrument from the Ministry of Environment and Climate Change Strategy (e.g., COC or FSD) with respect to the required road dedication; and
- 1.2.2. The owner will release and indemnify the City from and against any and all claims or actions that may arise in connection with any environmental contamination upon the lands, in whole or in part, including the required road dedication.

2. Subdivision: Registration of a Subdivision Plan to the satisfaction of the City.

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

- 2.1. Road Dedication: Dedication of 2,930.45 m² (31,542.6 ft²) for road and related purposes, as per the Preliminary Subdivision Plan (**Schedule A**), including:
- 2.1.1. **Minoru Boulevard Widening:** "Road A", comprising 1,315.7 m² (14,162.1 ft²) in the form of a 3.2 m (10.5 ft.) wide strip of land along the subject site's entire Minoru Boulevard frontage, excluding the portion north of the Murdoch Avenue intersection, together with an additional 5.0 m (16.4 ft.) wide strip of land and 4.0 m by 4.0 m (13.1 ft. by 13.1 ft.) corner cuts at the Murdoch Avenue intersection; and
- 2.1.2. **No. 3 Road Widening:** "Road D", comprising 1,614.7 m² (17,380.5 ft²) in the form of a 3.55 m (11.7 ft.) wide strip of land along the subject site's entire No. 3 Road frontage, together with an additional 5.0 m (16.4 ft.) wide strip of land and 4.0 m by 4.0 m (13.1 ft. by 13.1 ft.) corner cuts at the Cook Road intersection.

NOTE: The required Minoru Boulevard and No. 3 Road dedications shall not be used for density calculation purposes and are not eligible for Development Cost Charge (road acquisition) credits.

Initial: _____

- 2.2. Lot Subdivision: The creation of three (3) lots for development purposes, as per the Preliminary Subdivision Plan (**Schedule A**), including:
- 2.2.1. **Lot 1 (West)**: 36,497.7 m² (392,858.0 ft²), including future "Road B";
- 2.2.2. **Lot 2 (East)**: 30,434.4 m² (327,593.2 ft²), including future "Road C"; and
- 2.2.3. **Remainder Lot (North)**: 42,420.6 m² (456,611.5 ft²).
- 2.3. Coordination with Existing Uses & Structures:
- 2.3.1. **General Requirements**: Completion of requirements necessary to facilitate the owner's proposed subdivision, as determined to the satisfaction of City of Richmond Building Approvals Division, which may include, but may not be limited to, registration of a restrictive covenant(s), registration of a blanket Statutory Right-of-Way(s), and/or submission of a Building Demolition Bond(s).
- 2.3.2. **Cross-Access**: Delivery of a registered cross-access easement(s) and/or other legal agreement(s), as determined to the satisfaction of the Director of Development, Director of Transportation, and the City Solicitor, over the internal drive-aisles, pedestrian circulation, utilities, and related linkages between Lot 1 (West), Lot 2 (East), and Remainder Lot (North), as applicable.
- 2.4. Future City Street: Measures to secure the lot-by-lot dedication of the Future City Street across Lot 1 (West) and Lot 2 (East) and related improvements, to the satisfaction of the City. The City agrees that the owner's dedication of the Future City Street may occur after adoption of the subject OCP Amendment to facilitate the interim retention of the owner's existing multi-storey parking structure and its lot-by-lot (phase-by-phase) demolition as part of necessary enabling works (i.e. clearing, excavating, and related site preparation) for the development of Lot 1 (West) and Lot 2 (East) respectively. Measures required to facilitate the proposed process shall include the following items, as determined to the satisfaction of the City.
- 2.4.1. **Demolition Covenant**: Registration of a restrictive covenant and blanket Statutory Right-of-Way (SRW) over Lot 1 (West) and Lot 2 (East) to ensure that the lot-by-lot demolition of the owner's existing multi-storey parking structure is completed, at the sole cost of the owner, prior to the lot-by-lot issuance of any Building Permit* for Lot 1 (West) or Lot 2 (East), in whole or in part, that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion. For clarity, demolition of the portion of the existing parking structure on:
- a) Lot 1 (West) shall occur prior to Building Permit* issuance for Lot 1 (West); and
 - b) Lot 2 (East) shall occur prior to Building Permit* issuance for Lot 2 (East).
- If the owner does not demolish the existing parking structure according to the provisions of the agreement, the covenant and SRW shall allow the City to enter the property and demolish the structure.
- 2.4.2. **Demolition Bond**: Provision of a Building Demolition Bond for the owner's existing multi-storey parking structure located on Lot 1 (West) and Lot 2 (East), the value of which Building Demolition Bond shall be 105% of the estimated cost or as otherwise determined to the satisfaction of the City of Richmond Building Approvals Division.
- 2.4.3. **Public Rights of Passage**: Registration of a Statutory Right-of-Way (SRW) to provide for the establishment of the Future City Street between No. 3 Road and Minoru Boulevard, along the south side of Lot 1 (West) and Lot 2 (East), as per the Preliminary Statutory Right-of-Way Plan (**Schedule B**), together with an option for the City to dedicate the SRW area on a lot-by-lot basis (at a nominal cost to the City) following the demolition of the owner's existing multi-storey parking structure on the subject site.

The SRW shall, as determined to the satisfaction of the City:

- a) Be at least 3,487.6 m² (37,540.2 ft²) in size, in the form of a 14.7 m (48.2 ft.) wide strip of land along the entire south edge of Lot 1 (West) and Lot 2 (East), together with 4.0 m by 4.0 m (13.1 ft. by 13.1 ft.) corner cuts at No. 3 Road and Minoru Boulevard, and shall include, as per the Preliminary Subdivision Plan (**Schedule A**) and Preliminary Statutory Right-of-Way Plan (**Schedule B**):
 - i) Lot 1 (West): "Road B", comprising an area of 1,518.7 m² (16,347.2 ft²); and
 - ii) Lot 2 (East): "Road C", comprising an area of 1,968.9 m² (21,193.0 ft²);
- b) Provide for unrestricted, 24-hour-a-day, public access including, but not limited to, pedestrians (universally accessible), bicycles, emergency and service vehicles, and general purpose traffic, together with related uses, features, City and private utilities, and City bylaw enforcement, as typically required in respect to the design, construction, and operation of a public road, except as otherwise permitted through a City-approved Construction Traffic Management Plan;
- c) Prohibit building encroachments above, at, or below the finished grade of the SRW area;
- d) Require the owner to be solely responsible for maintenance of the SRW area;
- e) Require the owner to be solely responsible for design and construction of the SRW, as determined via the City's standard permitting* and Servicing Agreement (SA)* processes; and
- f) Restrict the City's ability to exercise its right to unrestricted public access until, on a lot-by-lot basis, demolition of the owner's existing multi-storey parking structure on the subject site is complete.

2.4.4. **No Development Covenant:** Registration of a restrictive covenant(s) on title to Lot 1 (West) and Lot 2 (East) securing that "no development" will be permitted and restricting Development Permit* issuance, on a lot-by-lot basis, in whole or in part, for any Development Permit* that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion, until the following is complete to the satisfaction of the City:

- a) For Lot 1 (West), the Development Permit* includes the "Road B" SRW area, complies with the SRW agreement, and, as applicable, satisfies requirements with respect to the developer's future dedication, design, and construction of the SRW area as City road; and
- b) For Lot 2 (East), the Development Permit* includes the "Road C" SRW area, complies with the SRW agreement, and, as applicable, satisfies requirements with respect to the developer's future dedication, design, and construction of the SRW area as City road.

NOTE: For clarity, site area for density calculation purposes for a Development Permit for:*

- Lot 1 (West) shall include "Road B"; and
- Lot 2 (East) shall include "Road C".

2.4.5. **No Build Covenant:** Registration of a restrictive covenant(s) on title to Lot 1 (West) and Lot 2 (East) securing that "no building" will be permitted and restricting Building Permit* issuance, on a lot-by-lot basis, in whole or in part, for any Building Permit* that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion, until the following is complete to the satisfaction of the City:

- a) The developer must:
 - i) For Lot 1 (West), dedicate the "Road B" portion of the Future City Street; and
 - ii) For Lot 2 (East), dedicate the "Road C" portion of the Future City Street;

NOTE: The dedication of "Road B" and "Road C" shall not be eligible for Development Cost Charge credits for road acquisition or construction purposes.

- b) The developer must enter into a Servicing Agreement (SA)* for the design and construction, at the developer's sole cost, of the Future City Street along the frontage of the applicable lot, including all related transportation, engineering, and parks works;
- c) Prior to Building Permit* issuance, all works identified via the SA* with respect to the applicable lot must be secured via a Letter(s) of Credit, to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, and Director, Parks Services.

2.4.6. **No Occupancy Covenant:** All SA* works identified by the City with respect to the Future City Street shall be completed prior to final Building Permit* inspection granting occupancy for the first building, in whole or in part, on the applicable lot (excluding parking and commercial uses that can be accessed directly from the inside of the existing shopping centre) or as otherwise determined at the sole discretion of the City (i.e. via the Development Permit*, Building Permit*, and/or SA* processes) and specifically provided for via "no build" covenant(s) and/or other legal agreement(s) registered on title.

2.4.7. **East-West Connectivity During Construction:** Registration of a restrictive covenant and blanket Statutory Right-of-Way (SRW) over Lot 1 (West) and Lot 2 (East) to ensure that a publicly-accessible route for vehicles and pedestrians is provided and maintained, at the developer's sole cost, providing continuous public access (with limited temporary interruptions) between Minoru Boulevard and No. 3 Road to the south of the retail portion of the existing CF Richmond Centre mall throughout pre-construction, construction, and post-construction stages, as determined to the City's satisfaction.

- a) The required east-west vehicle and pedestrian connectivity shall provide for two (2) vehicle travel lanes, designed and operated to provide for simultaneous two-way traffic movements in a form consistent with City standards, together with a designated, safe, universally-accessible path for pedestrians with a minimum clear width of at least 1.5 m (4.9 ft.). (Note that the vehicle and/or pedestrian route may vary over the course of their operation to accommodate various construction-related activities, provided that such changes do not compromise required connectivity and are pre-approved by the City.)
- b) "No building" will be permitted, restricting Building Permit* issuance, on a lot-by-lot basis, in whole or in part, until the developer submits a Construction Traffic Management Plan that provides for the required east-west vehicle and pedestrian connectivity, to the City's satisfaction. The Plan shall include, among other things, strategies for maintaining safe, continuous operation of the required access throughout all stages of construction, except in the case of emergencies, temporary interruptions pre-approved by the City through the Plan, or, in the case of other temporary interruptions, with the written pre-approval of the City.

2.4.8. **Discharge:** Discharge of the agreement(s) may occur on a lot-by-lot basis upon the lot-by-lot completion of the Future City Street and Private (SRW) Streets, as determined to the City's satisfaction.

2.5. **Statutory Right-of-Way (SRW) – Public Rights of Passage:** Registration of Statutory Right-of-Ways (SRW), as per the Preliminary Statutory Right-of-Way Plan (**Schedule B**), to facilitate public access and open space uses, together with related landscaping and infrastructure (which may include, but may not be limited to, vehicle travel lanes, parking, bike facilities, street furnishings, street lighting, decorative paving, trees and plant material, public art, special mobility features, recreation amenities, innovative storm water management measures, and City utilities), to the satisfaction of the City. The specific location, configuration, design, and related terms of the SRWs shall be confirmed via the development's Development Permit*, Servicing Agreement*, and/or other City approval processes, to the satisfaction of the City, taking into account the following items.

Any works essential for public access within the required SRW areas are to be included in the Servicing Agreement*. The SRW agreement must clearly describe responsibilities with respect to maintenance and

liability. Moreover, the design of the SRW areas must be prepared in accordance with good engineering practice with the objective of optimizing public safety. After completion of the SRW works, the owner is required to provide a certificate of inspection for the works or equivalent, prepared and sealed by the owner's engineer, architect, and/or landscape architect, as determined to the City's satisfaction, in a form and content acceptable to the City, certifying that the works have been constructed and completed in accordance with the accepted design.

Prior to OCP Amendment application adoption, the agreements shall be registered as blanket SRWs (accompanied by sketch plans) and shall include provisions for replacement agreements at Development Permit*, Building Permit*, and/or occupancy, as determined to the satisfaction of the City, at the owner's cost, for the purpose of accurately reflecting the City-approved permits and replacing the sketch plans with survey plans (which may be volumetric).

2.5.1. General SRW Requirements:

- a) The right-of-ways shall provide for:
 - i) 24 hour-a-day, universally accessible, public access in the form of vehicle route(s), paved walkway(s), off-street bike path(s), and/or related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and storm water management measures, to the satisfaction of the City;
 - ii) Public art;
 - iii) Public access to fronting commercial, residential, public open space, and other on-site uses;
 - iv) Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - v) City utilities, such as streetlights, traffic control infrastructure (e.g., signals, detector loops, equipment kiosks), and related and/or similar features;
 - vi) The owner-developer's ability to close a portion of the SRW area to public access to facilitate maintenance, repairs, or construction to the SRW area or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as determined through the applicable Development Permit* process and specified in the SRW agreement(s) or approved by the City in writing in advance of any such closure;
 - vii) The owner-developer's ability to close a portion of the SRW area to public access for the purpose of hosting special events, provided that adequate public access is maintained and the duration of the closure is limited, as determined through the applicable Development Permit* process and specified in the SRW agreement(s) or approved by the City in writing in advance of any such closure;
 - viii) Design and construction of the SRW area, via a Servicing Agreement* (undertaken in coordination with a Development Permit*), at the sole cost and responsibility of the developer, as determined to the satisfaction of the City;
 - ix) Maintenance of the SRW area at the sole cost of the owner-developer, except for City utilities and any other City property to be maintained by the City following the expiry of the Servicing Agreement* maintenance period;
 - x) Existing site features (e.g., parking, driveways, signage, utilities, furnishings) where such features are not required to be removed or altered through an approved Development Permit*, Servicing Agreement*, and/or other City approval process; and
 - xi) Encroachments, provided that such features do not conflict with the design, construction, operation, or intended quality or public amenity of the right-of-way area (e.g., tree planting, accessible grades, underground utilities) or, as applicable, potential future road dedication, as determined to the satisfaction of the City, and the encroachments are included in a Development Permit*, Servicing Agreement*,

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and/or other permit approved by the City and specified in the applicable SRW agreement(s), including:

- Permanent encroachments in the form of:
 - Parking concealed below the finished grade of the SRW area;
 - Driveway crossings;
 - Weather protection, architectural appurtenances, and building projections, typically located at least 2.5 m (8.2 ft.) clear above the finished grade of the SRW area; and
 - Signage; and
- Temporary encroachments in the form of:
 - Outdoor restaurants (e.g., food trucks, coffee kiosks, café seating);
 - Commercial uses (e.g., pop-up shops, sidewalk sales); and
 - Special event and recreation features (e.g., amusement rides, tents and shelters, event signage); and
 - Movable furnishings, planters, displays, railings, partitions, and similar features.

NOTE: Outdoor space(s) designated for the exclusive year-round use of restaurant and/or commercial use(s) shall not be considered to be a “temporary encroachment(s)” and will not be permitted within the SRW area.

- b) “No development” shall be permitted, on a lot-by-lot basis, on Lot 1 (West), Lot 2 (East), or Remainder Lot (North) that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion, restricting Development Permit* issuance for any such building on the lot, in whole or in part, unless the Development Permit* and Servicing Agreement* include the design of the SRW area, to the City’s satisfaction.
- c) No Building Permit* shall be issued, on a lot-by-lot basis, for a building on Lot 1 (West), Lot 2 (East), or Remainder Lot (North) that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the design of the SRW area, to the City’s satisfaction.
- d) “No occupancy” shall be permitted, on a lot-by-lot basis, for a building on Lot 1 (West), Lot 2 (East), or Remainder Lot (North) that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion, restricting final Building Permit* inspection granting occupancy for any such building on the lot, in whole or in part except:
- i) For Lot 1 (West), parking and commercial uses that can be directly accessed from the inside of the existing shopping centre; and
 - ii) For Lot 2 (East), parking,
- until the SRW area is completed to the satisfaction of the City, the owner has provided a certificate of inspection for the works or equivalent, prepared and sealed by the owner’s engineer, architect, and/or landscape architect, as determined to the City’s satisfaction, in a form and content acceptable to the City, certifying that the works have been constructed and completed in accordance with the accepted design, and ~~has received, as applicable,~~ if required by the City, a Certificate of Completion and/or final Building Permit* inspection granting occupancy have been issued.

2.5.2. Private Streets:

- a) **Park Road, Minoru Gate & New North-South Street:** At least 10,038 m² (108,047 ft²), in the form of an irregular, linear strip with a minimum width of 18.0 m (59.1 ft.), for the purpose of seamlessly extending the City road network between Minoru Boulevard and No. 3 Road to facilitate unrestricted public access (as if this was a City road), together with related

landscaping, street furnishings and lighting, City utilities, and other features as determined to the satisfaction of the City. Permitted encroachments shall be confirmed, on a lot-by-lot basis, through the Development Permit* and Servicing Agreement* approval processes for Lot 1 (West) and Lot 2 (East).

- b) **Cook Road:** At least 1,395 m² (15,016 ft²), in the form of a linear strip with a minimum width of 31.0 m (101.7 ft.), for the purpose of seamlessly extending Cook Road west of No. 3 Road to facilitate unrestricted public access (as if this was a City road), together with related landscaping, street furnishings and lighting, City utilities, and other features as determined to the satisfaction of the City. Permitted encroachments shall be limited to weather protection, architectural appurtenances, building projections, and temporary encroachments within the sidewalk portion of the SRW area, the specifics of which shall be confirmed through the Development Permit* and Servicing Agreement* approval processes for Lot 2 (East).

NOTE: Cook Road shall be designed and constructed to City standards, to the satisfaction of the City, to facilitate its future potential dedication as a City road. In addition, prior to OCP amendment bylaw adoption, a covenant shall be registered on title to the Remainder Lot (North) securing the owner's commitment to dedicate the Cook Road SRW area prior to any future subdivision of the lot and/or issuance of a Development Permit for the lot, in whole or in part, that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion.*

- c) **Murdoch Road:** At least 1,422 m² (15,308 ft²), in the form of a linear strip with a minimum width of 25.0 m (82.0 ft.), for the purpose of seamlessly extending Murdoch Avenue east of Minoru Boulevard to facilitate unrestricted public access (as if this was a City road), together with related landscaping, street furnishings and lighting, City utilities, and other features as determined to the satisfaction of the City. Permitted encroachments shall be limited to parking below finished grade, weather protection, architectural appurtenances, building projections, and temporary encroachments within and a 2.5 m (8.2 ft.) wide strip along the north and south sides of the SRW area, the specifics of which shall be confirmed through the Development Permit* and Servicing Agreement* approval processes for Lot 1 (West).

NOTE: The central 20.0 m (65.6 ft.) wide portion of Murdoch Avenue (that is unencumbered by permitted encroachments) shall be designed and constructed to City standards, to the satisfaction of the City, to facilitate its future potential dedication as a City road. In addition, prior to OCP amendment bylaw adoption, a covenant shall be registered on title to the Remainder Lot (North) securing the owner's commitment to dedicate the central 20.0 m (65.6 ft.) wide portion of the Murdoch Avenue SRW area prior to any future subdivision of the lot and/or issuance of a Development Permit for the lot, in whole or in part, that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion.*

2.5.3. Sidewalk Widening:

- a) **Minoru Boulevard:** At least 804 m² (8,654 ft²), in the form of a linear strip with a minimum width of 2.5 m (8.2 ft.), for the purpose of a City sidewalk, together with related landscaping, street furnishings and lighting, City utilities, and other features as determined to the satisfaction of the City. Permitted encroachments shall be limited to parking below finished grade, weather protection, architectural appurtenances, and building projections, the specifics of which shall be confirmed through the Development Permit* and Servicing Agreement* approval processes for Lot 1 (West).
- b) **Future City Street:** At least 102 m² (1,094 ft²), in the form of a linear strip with a minimum width of 0.5 m (1.6 ft.), for the purpose of a City sidewalk, together with related landscaping, street furnishings and lighting, City utilities, and other features as determined to the satisfaction of the City. Permitted encroachments shall be limited to parking below finished grade, weather protection, architectural appurtenances, and building projections, the specifics of which shall be

confirmed, on a lot-by-lot basis, through the Development Permit* and Servicing Agreement* approval processes for Lot 1 (West) and Lot 2 (East).

2.5.4. **Park Road Plaza:** At least 1,996.0 m² (0.5 acres), in the form of an irregular area fronting Park Road along approximately 50% of its perimeter, for the purpose of public open space uses, together with related landscaping, street furnishings and lighting, City utilities, mobility hub, and other features as determined to the satisfaction of the City. Permitted encroachments shall be confirmed, on a lot-by-lot basis, through the Development Permit* and Servicing Agreement* approval processes for Lot 1 (West) and Lot 2 (East).

2.6. **Statutory Right-of-Way (SRW) – Canada Line Connectivity Improvements:** Registration of a statutory right-of-way(s) on Remainder Lot (North), 6253 No. 3 Road, and 6060 Minoru Boulevard, together with restrictive covenants on Lot 1 (West), Lot 2 (East), and Remainder Lot (North) and/or other legal agreement(s) or measures, as determined to the satisfaction of the Director of Development, Director of Transportation, and the City Solicitor, for the purpose of securing the owner's commitment to improving public access across the owner's property to improve public pedestrian access to/from the Canada Line and proposed bus mall along No. 3 Road.

2.6.1. **No. 3 Road Sidewalk Widening:** A linear strip with a minimum width of 3.55 m (11.7 ft.) along the entire No. 3 Road frontage of 6253 No. 3 Road and 6060 Minoru Boulevard for the purpose of a City sidewalk, together with related landscaping, street furnishings and lighting, City utilities, and other features as determined to the satisfaction of the City. The SRW area shall provide for public access and related activities and uses generally as per a City street (as generally set out in the "General SRW Requirements" in the previous section).

Prior to OCP Amendment application adoption, registration of this SRW agreement(s) shall include a survey plan(s).

- a) Permitted encroachments shall be confirmed through the Servicing Agreement* and related permit* approval processes required with respect to the development of Lot 1 (West) and may include, but may not be limited to, signage.
- b) Implementation of the required public access shall be completed via the City's standard Servicing Agreement* process, to the satisfaction of the City, prior to final Building Permit inspection granting occupancy of the first building on Lot 1 (West) (excluding parking and commercial uses that can be directly accessed from the inside of the existing shopping centre).

NOTE: The SRW agreement shall have no financial or other impacts on the City with respect to the terms of the existing lease over the City-owned lot at 6253 No. 3 Road.

2.6.2. **Cross-Mall Public Pedestrian Access:** A continuous route across the Remainder Lot (North), providing convenient, universal, public pedestrian access, during transit operating hours within 400 m (1,312.3 ft.) of the subject site, between the Murdoch Avenue SRW area and No. 3 Road (at the signalized pedestrian crossing at the bus mall), which route shall include passage through the owner's existing retail building and across the outdoor spaces surrounding the existing retail building (e.g., surface parking lots and walkways) via a generally weather protected route, as determined to the satisfaction of the City.

Prior to OCP Amendment application adoption, this agreement shall be registered as blanket SRW accompanied by a sketch plan.

- a) Maintenance of the SRW area shall be at the sole cost of the owner-developer.
- b) Encroachments shall be permitted, provided that they do not conflict with public access, as determined to the mutual satisfaction of the City and the owner as set out in the SRW.
- c) Implementation of the required public access shall be completed in two stages:
 - i) **Interim Connection:** Prior to final Building Permit inspection granting occupancy of the first building on Lot 1 (West), the required public access shall be complete, EXCEPT that the outdoor portion between the existing retail building and No. 3

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Road shall be permitted to be in an interim form to coordinate with the owner's temporary sales centre; which interim form shall be confirmed, to the City's satisfaction, through the Lot 1 (West)/Phase 1 Development Permit* and related Servicing Agreement*; and

- ii) Ultimate Connection: Prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East), the required public access shall be completed in its final form, which shall be confirmed to the City's satisfaction through the Lot 2 (East)/Phase 2 Development Permit* and related Servicing Agreement*.

- 2.7. Statutory Right-of-Way (SRW) – City Utilities: Registration of right-of-ways for the purpose of securing City utilities, together with the City's ability to access, install, replace, alter, remove, operate, and maintain such utilities and related features, all as determined to the satisfaction of the City.

Prior to OCP Amendment application adoption, the agreements may be registered as blanket SRWs (which may be accompanied by sketch plans) and shall include provisions for replacement agreements at Development Permit*, Building Permit*, and/or occupancy, as determined to the satisfaction of the City, at the owner's cost, for the purpose of accurately reflecting the City-approved permits and attaching survey plans.

- 2.7.1. ***Parkade Driveway Traffic Signal Infrastructure (Minoru Boulevard)***: Traffic signal infrastructure (e.g., signal poles, lights, detector loops, and traffic signal kiosks) and related features on Lot 1 (West) in the vicinity of the developer's proposed Minoru Boulevard parkade driveway;
- 2.7.2. ***Existing Sanitary Sewer (Minoru Boulevard)***: The existing City sanitary sewer serving the existing CF Richmond Centre mall, in the form of a 6.0 m (19.7 ft.) wide strip of land generally extending the length of the existing sewer line, which right-of-way shall be discharged (at the developer's sole cost) upon the developer's removal of the existing sewer and the installation of new (replacement) City services in an alternative location, together with the registration of right-of-ways and/or other legal agreements, as required to accommodate the subject development and existing mall; and
- 2.7.3. ***Additional City Utilities (No. 3 Road)***: An additional utility SRW on Lot 2 (East) and Remainder Lot (North) to facilitate the developer's installation, at the developer's sole cost, of a new City sanitary sewer along approximately 330 m (1,083 ft.) of the lots' No. 3 Road frontages, as determined to the satisfaction of the City. The SRW area may include the required sanitary sewer, other City utilities, and/or related features, as determined to the City's sole satisfaction, to provide for the developer's installation of the required sanitary sewer. For clarity, as determined to the City's satisfaction the SRW agreement shall include, among other things:
 - a) ***No Development Covenant***: Registration of a restrictive covenant(s) on title to Lot 2 (East) and Remainder Lot (North) securing that "no development" will be permitted and restricting Development Permit* issuance, in whole or in part, for any Development Permit* that includes any residential use, increase in gross leasable floor area on the lot, and/or structure (including underground parking) along the No. 3 Road frontage of one or both lots, as determined in the City's discretion, until the blanket SRW is replaced with a survey plan (registered on both lots), to the satisfaction of the Director of Engineering; and
 - b) ***No Build Covenant***: Registration of a restrictive covenant(s) on title to Lot 2 (East) and Remainder Lot (North) securing that "no building" will be permitted and restricting Building Permit* issuance, in whole or in part, for any Building Permit* that includes any residential use, increase in gross leasable floor area on the lot, and/or structure (including underground parking) along the No. 3 Road frontage of one or both lots, as determined in the City's discretion, until the developer enters into a Servicing Agreement* for the design and construction of the City utilities (on both lots), to the satisfaction of the City Director of Engineering.

- 2.8. Driveway Crossings: Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to limit vehicle access to/from the subject site along City-owned streets. Requirements shall be confirmed to the satisfaction of the City, on a lot-by-lot basis, prior to Development Permit* and Servicing Agreement* issuance.
- 2.8.1. **Lot 1 (West)**: Six (6) driveway crossings, including along:
- a) Minoru Boulevard: Three (3) permanent crossings, including those at the Murdoch Avenue SRW, Minoru Gate SRW, and one on-site parking access between Murdoch Avenue and Minoru Gate, and one (1) interim crossing at the Future City Street SRW; and
 - b) Future City Street: Two (2) crossings, including the North-South Street SRW and one on-site parking access;
- 2.8.2. **Lot 2 (East)**: Three (3) driveway crossings, including along:
- a) No. 3 Road: One (1) permanent crossing at the Park Road SRW and one (1) interim crossing at the Future City Street SRW; and
 - b) Future City Street: One (1) on-site parking access; and
- 2.8.3. **Remainder Lot (North)**: Four (4) driveway crossings, including:
- a) Minoru Boulevard: Two (2) crossings, including one (1) at the Murdoch Avenue SRW and one (1) on-site parking access; and
 - b) No. 3 Road: Two (2) crossings, including one (1) at the Cook Road SRW and one (1) on-site parking access.
- 2.9. No Separate Sale: Registration of legal agreements on title on Lot 1 (West), Lot 2 (East), and the Remainder Lot (North), as per the Preliminary Subdivision Plan (**Schedule A**), requiring that the lots may not be sold or otherwise transferred separately without prior approval of the City, to ensure that legal agreements and business terms related to financial, legal, development, and other obligations assigned to each lot as a result of the subject OCP Amendment application are transferred and secured to the satisfaction of the Director of Development and the City Solicitor. The City acknowledges that (i) a limited partnership for each lot will be created to facilitate the funding/financing of the development; (ii) following the initial subdivision, each lot will be transferred to a related limited partnership; (iii) following the registration of an airspace subdivision for the applicable lot, the remainder will be transferred back to the owners of the enclosed shopping centre; and (iv) one or more nominees may be used as registered owners in connection with the aforementioned transfers. The City approves in advance the noted transfers and the developer will cause each new owner to assume the legal agreements and obligations in respect of the applicable lot(s).
3. Affordable Housing: The City's acceptance of the developer's offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish on Lot 1 (West) and Lot 2 (East) at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The form of the Housing Agreements and Covenants shall be agreed to by the developer and the City prior to final adoption of the subject OCP Amendment application; after which time, only the Housing Covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit* for Lot 1 (West) and Lot 2 (East) and other non-materials changes resulting thereof and made necessary by the Lot 1 (West) and Lot 2 (East) Development Permit* approval requirements, as determined to the satisfaction of the Director of Development and Manager of Community Social Development. The terms of the Housing Agreements and Covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the requirements set out in **Schedule C**.
4. District Energy Utility (DEU): Registration of a restrictive covenant and statutory right of way and/or alternative legal agreement(s) on title to Lot 1 (West) and Lot 2 (East), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU) and granting the statutory right of way(s) necessary for

supplying the DEU services to the building(s), which covenant and statutory right of way and/or legal agreement(s) will include, at minimum, the terms and conditions set out in **Schedule D**.

5. No Development Omnibus: Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to Lot 1 (West) and Lot 2 (East) securing that “no development” will be permitted and restricting Development Permit* issuance, on a lot-by-lot basis, in whole or in part, for any Development Permit* that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion, (together with various Building Permit* and occupancy restrictions, as determined to the satisfaction of the City), until the following is complete to the satisfaction of the City:
 - 5.1. Development Staging: Development of Lot 1 (West) and Lot 2 (East) shall comprise a maximum of two (2) stages or phases (i.e. one per lot), the comprehensive design and development of which shall be approved through two (2) Development Permits* (i.e. one for each lot), unless otherwise determined to the satisfaction of the Director of Development. Moreover:
 - 5.1.1. Development Permit* issuance for the entirety of Lot 1 (West), shall:
 - a) Comprise a single Development Permit*, generally as per the Lot 1 Development Permit (DP) Scope Diagram (**Schedule M**) (exclusive of Development Permits that do not include any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion);
 - b) Include, among other things, Canada Line Connectivity Improvements (e.g., No. 3 Road Sidewalk Widening, Cross-Mall Public Pedestrian Access “Interim Connection”, pedestrian crossing improvements at the No. 3 Road/Bus Mall intersection); and
 - c) Occur prior to Development Permit* issuance for the first building on Lot 2 (East);
 - 5.1.2. Development Permit* issuance for the entirety of Lot 2 (East), which shall:
 - a) Comprise a single Development Permit* (exclusive of Development Permits that do not include any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion); and
 - b) Include, among other things, Canada Line Connectivity Improvements (e.g., Cross-Mall Public Pedestrian Access “Ultimate Connection”);
 - 5.1.3. Building Permit* issuance for the entirety of Lot 1 (West) (exclusive of Building Permits that do not include any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion), which may include multiple Building Permits*, shall occur prior to issuance of the first Building Permit* for Lot 2 (East);
 - 5.1.4. Final Building Permit(s)* inspection granting occupancy for the entirety of Lot 1 (West) (exclusive of Building Permits that do not include any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion) shall occur prior to final Building Permit* inspection granting occupancy for the first building, in whole or in part, on Lot 2 (East); and
 - 5.1.5. Notwithstanding the above, the City will permit occupancy of the building on Lot 1 (West) and/or Lot 2 (East) to proceed in stages (e.g., tower-by-tower), provided that “no occupancy” shall be permitted of any stage except as expressly provided for with legal agreements registered on title and other measures (e.g., security), for the purpose of ensuring that the completion of affordable housing, publicly-accessible streets and open spaces, residential amenities, City utilities, public art, parking, end-of-trip facilities, mobility hubs, off-site transportation improvements, and other features are appropriately coordinated with the completion of the developer’s market residential and non-residential uses, as determined to the satisfaction of the Director of Development, Director of Transportation, Director, Parks Services, Director of Arts, Culture, and Heritage, Manager of Community Social Development, Manager of Environmental Sustainability, Director of Engineering, and City Solicitor.

- 5.2. Remainder Lot (North): “No development” shall be permitted on the Remainder Lot (North), restricting Development Permit* issuance for any building on the lot, in whole or in part, that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion, unless, as determined to the sole satisfaction of the City:
- 5.2.1. The Development Permit* and any related permit(s) include the design of any required SRW area on the lot, to the City’s satisfaction;
- 5.2.2. The owner provides road dedications in compliance with the Murdoch Avenue and Cook Road SRW agreements, as determined to the City’s satisfaction; and
- 5.2.3. The required “Canada Line Connectivity Improvements” are complete or as otherwise determined to the City’s satisfaction.
- 5.3. Servicing Agreement (SA)* Requirements:
- 5.3.1. Prior to Building Permit* issuance for the first building to be constructed on a lot (that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion), in whole or in part, the owner shall:
- a) For Lot 1 (West), enter into Servicing Agreement #1* for the design and construction, at the developer’s sole cost, of full upgrades across the Lot 1 (West) street frontages, together with other engineering, transportation, and parks works, as determined to the satisfaction of the City, which shall include, but shall not be limited to:
- i) Road widening along Minoru Boulevard, together with various intersection improvements;
 - ii) Construction of the portion of the Future City Street along the south side of Lot 1 (West);
 - iii) Interim improvements with respect to Murdoch Avenue on the Remainder Lot (North);
 - iv) Canada Line connectivity enhancements in the form of frontage improvements across the Remainder Lot (North), 6253 No. 3 Road, and 6060 Minoru Boulevard;
 - v) Construction of the portion of Park Road and related private (SRW) streets located on Lot 1 (West);
 - vi) Construction of the Park Road Plaza; and
 - vii) Various utility upgrades; and
- b) For Lot 2 (East), enter into Servicing Agreement #2* for the design and construction, at the developer’s sole cost, of full upgrades across the Lot 2 (East) street frontages, together with other engineering, transportation, and parks works, as determined to the satisfaction of the City, which shall include, but shall not be limited to:
- i) Road widening along No. 3 Road, together with various intersection improvements;
 - ii) Construction of the portion of the Future City Street along the south side of Lot 2 (East);
 - iii) Construction of Cook Road on the Remainder Lot (North);
 - iv) No. 3 Road frontage improvements across Lot 2 (East) and the Remainder Lot (North);
 - v) Construction of the portion of Park Road and related private (SRW) streets located on Lot 2 (East); and
 - vi) Pump station improvements and various utility upgrades.
- 5.3.2. Except as expressly provided for and in compliance with the subject development’s approved “*Development Staging*”, related legal agreement(s), and security, to the satisfaction of the Director of Development, Director of Transportation, Director, Parks Services, and Director of Engineering:
- a) Prior to Building Permit* issuance, all Servicing Agreement (SA)* works must be secured via a Letter(s) of Credit;

- b) Except as expressly determined in the sole discretion of the City and secured with legal agreement(s) registered on title to the lot(s), all works shall be completed, on a stage-by-stage (phase-by-phase) basis, prior to final Building Permit* inspection granting occupancy of the first building in the stage (phase) (excluding parking intended as an ancillary use to non-parking uses), in whole or in part; and
- c) Development Cost Charge (DCC) credits may apply.

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

- a) Parks: The developer shall be responsible, at the developer sole cost, for the design and construction of the Park Road Plaza SRW area, based on a developer-prepared/City-approved functional program for the plaza (completed as part of the Lot 1 (West) Development Permit* design review process prior to preparation of the Development Permit* staff report), as determined to the satisfaction of the Director of Development, Director, Parks Services, Director of Arts, Culture, and Heritage Services, and Director of Engineering. For clarity, the Parks SA* works shall only include the Park Road Plaza, EXCEPT if otherwise determined by the Director of Development through the Development Permit* process for Lot 1 (West) or Lot 2 (East);
- b) Engineering Servicing: Requirements as set out in **Schedule E** and **Schedule F**; and
- c) Transportation: Requirements as set out in **Schedule G** and the Preliminary Functional Road Plan (**Schedule H**).

5.4. City Centre “Parking Zone 1” & TDM Strategy Requirements: Prior to Development Permit* issuance for Lot 1 (West) and Lot 2 (East), on a lot-by-lot basis, legal agreements shall be registered on title to Lot 1 (West), Lot 2 (East), and Remainder Lot (North) securing the developer’s voluntary commitment to provide, at the developer’s sole cost, various transportation-related improvements and transportation demand management (TDM) measures for the purpose of satisfying Zoning Bylaw requirements for reducing the development’s required parking rates (i.e. from CDT1 rates to Parking Zone 1 rates) and permitting a further parking reduction of up to 10% for the provision of TDM measures, as determined to the satisfaction of the Director of Transportation..

5.4.1. Actual parking rates shall be confirmed prior to Development Permit* issuance, on a lot-by-lot basis, to the satisfaction of the Director of Transportation.

NOTE: Required parking may be provided collectively (i.e. the required need may be determined and satisfied across two or more lots) provided that the affected parking facilities are located not more than 150 m (492 ft.) from any building or use being served and use of the parking facilities is secured with legal agreements to the satisfaction of the City.

5.4.2. The development’s required transportation-related improvements and TDM measures shall include, but may not be limited to those items set out in **Schedule I** and the Mobility Hub Vision (**Schedule J**).

5.5. Additional Development Requirements: Prior to Development Permit* issuance for Lot 1 (West) and Lot 2 (East), on a lot-by-lot basis, the developer shall satisfy the following items, as set out in **Schedule K**, to the satisfaction of the City:

5.5.1. *NAV Canada Building Heights*;

5.5.2. *Family-Friendly Housing Unit Mix*;

5.5.3. *Public Art*;

5.5.4. *Electric Vehicle (EV) Charging Infrastructure for Vehicles & “Class 1” Bicycle Storage*; and

5.5.5. *Tree Removal and Replacement*.

5.6. Standard City Legal Requirements: Prior to Development Permit* issuance for Lot 1 (West) and Lot 2 (East), on a lot-by-lot basis, the developer shall satisfy the following items, as set out in **Schedule L**, to the satisfaction of the City:

- 5.6.1. *Flood Construction Covenants*;
- 5.6.2. *Aircraft Noise Covenants*;
- 5.6.3. *Canada Line Covenants*;
- 5.6.4. *View Blockage & Other Development Impacts Covenants*; and
- 5.6.5. *Tandem Parking Covenants*.

6. Development Permit* Readiness for Lot 1 (Phase 1): The submission and processing of a Development Permit* for Lot 1 (West), generally as per the Lot 1 Development Permit (DP) Scope Diagram (**Schedule M**), shall be completed to a level deemed acceptable by the Director of Development, which shall include, among other things, the non-redeveloping portion of the existing shopping centre (e.g., walls, roof, ground plane, landscape, and/or related features) where the City determines that its form and character will impact the character, quality, and/or livability of the redeveloping portion of the site due to, for example, its prominence along proposed private-owned, publicly-accessible streets.

7. Market Rental Housing: The City's acceptance of the developer's offer to voluntarily contribute market rental housing, the terms of which voluntary contribution shall include, but may not be limited to the following:

7.3. The developer shall:

- a) Construct approximately 6,700 m² (72,000 ft²) of market rental housing, calculated based on a density of 0.1 floor area ratio (FAR) on the combined area of Lot 1 (Phase 1) and Lot 2 (Phase 2) (which floor area shall be exclusive of residential amenity space and standard floor area ratio exemptions), which market rental housing shall be:
 - Located entirely on Lot 2 (Phase 2);
 - Constructed to a turnkey level of finish at the developer's sole cost;
 - Provided in the form of a stand-alone building or clustered units, as determined to the City's satisfaction through an approved Development Permit, together with parking, unrestricted access to indoor and outdoor amenity spaces, and other features as needed to satisfy OCP and Zoning Bylaw requirements;
 - 40% family-friendly 2- and 3-bedroom units (which units may include inboard bedrooms);
 - 100% Basic Universal Housing (BUH) units; and
 - Secured in perpetuity with a Market Rental Agreement and Covenant to the City's satisfaction.

7.4. Prior to adoption of the subject OCP Amendment Bylaw, the developer shall:

- a) Expand the scope of the Development Permit application required with respect to Lot 1 (Phase 1) to include the conceptual design of Lot 2 (Phase 2) for the purpose of approving the amount and distribution of floor area across the developer's 2-lot site, including the entirety of the developer's market rental housing contribution; and
- b) Register a restrictive covenant on title to Lot 2 for the purpose of requiring that:
 - i) Prior to Building Permit issuance for Lot 2 (Phase 2), the developer shall:
 - Submit and receive approval for a stand-alone Development Permit application for Lot 2 (Phase 2), which permit shall, among other things, accurately describe the form and character of the Lot 2 (Phase 2) development including the developer's market rental housing contribution, as determined to the satisfaction of the Director of Development; and

- Include the developer's market rental housing units and ancillary spaces and uses in the Lot 2 (Phase 2) Building Permit as approved through the stand-alone Development Permit application for Lot 2 (Phase 2);
- ii) Prior to issuance of the stand-alone Development Permit for Lot 2 (Phase 2):
- Register a Market Rental Agreement and Covenant on title to Lot 2, as determined to the City's satisfaction, the terms of which shall indicate that they apply in perpetuity; and
 - As required, register additional legal agreement(s) on title to Lot 2 to facilitate the detailed design, construction, operation, and/or management of the market rental housing units and/or ancillary spaces and uses as determined to the satisfaction of the City through the Development Permit review and approval processes;
- iii) Prior to City approval granting occupancy of more than 50% of total non-rental residential units on Lot 2:
- Receive final Building Permit inspection granting occupancy for all of the required market rental housing units and ancillary spaces and uses on Lot 2.

Signed

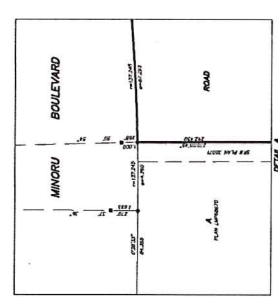
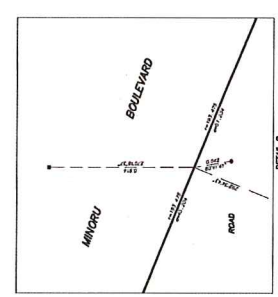
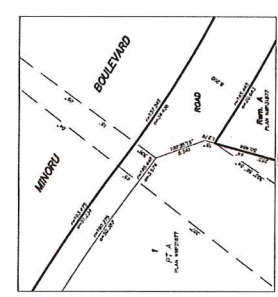
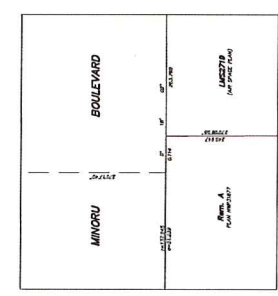
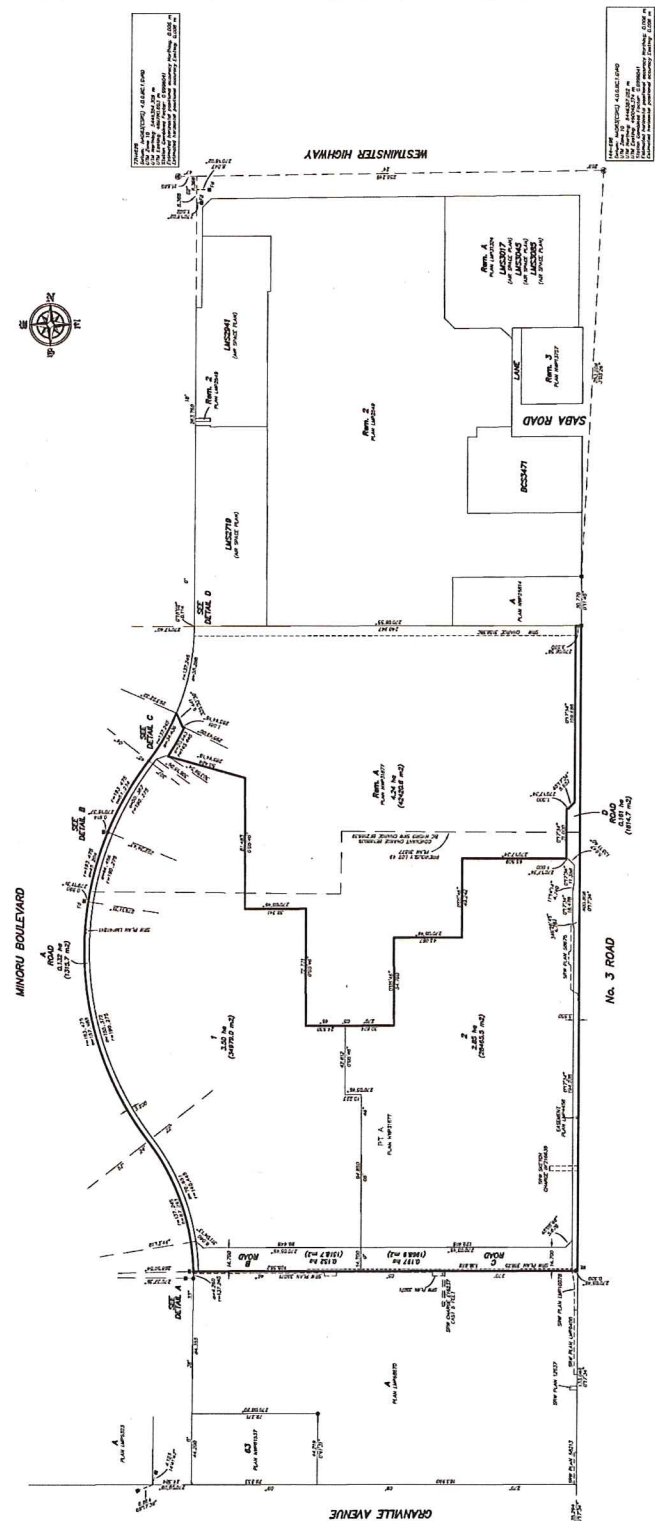
Date

SCHEDULE A
Preliminary Subdivision Plan

PLAN EPP

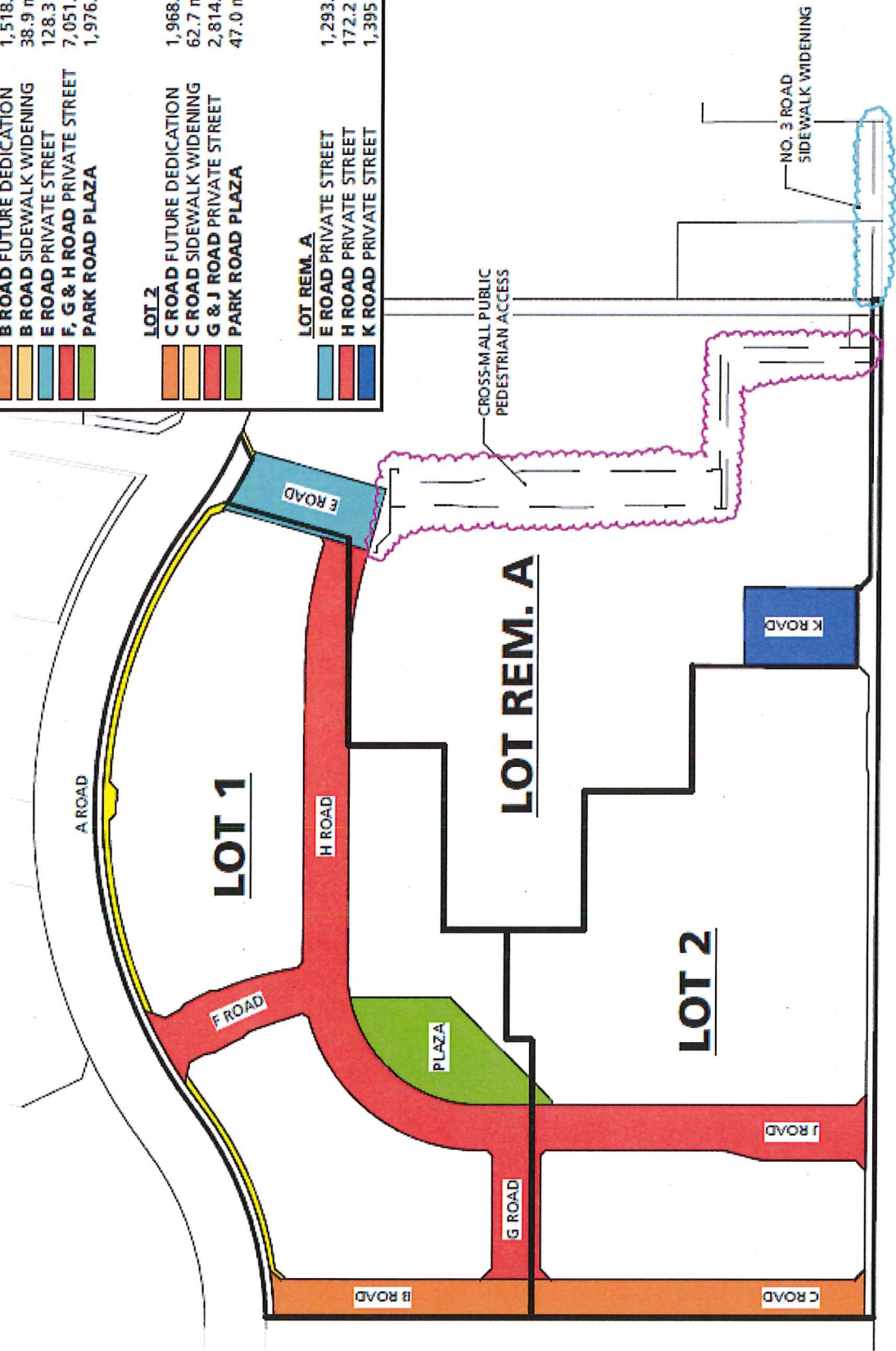
SUBDIVISION PLAN OF PART OF LOT A (B226536)
IN THE WEST
NEW WESTMINSTER DISTRICT PLAN 31877

SCALE 1" = 1000' (DIMENSIONS ARE IN METERS)
UNITS: METERS AND METERS SQUARED
VERTICAL CURVES: ALL VERTICAL CURVES SHALL BE PARABOLIC
ROADS: ALL ROADS SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA ROAD DESIGN HANDBOOK
UTILITIES: ALL UTILITIES SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA UTILITY DESIGN HANDBOOK
SETBACKS: ALL SETBACKS SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA ZONING BY-LAW
EASEMENTS: ALL EASEMENTS SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA PROPERTY ACT
ENCLOSURES: ALL ENCLOSURES SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA PROPERTY ACT
ADJACENT PROPERTIES: ALL ADJACENT PROPERTIES SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA PROPERTY ACT
ADJACENT ROADS: ALL ADJACENT ROADS SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA ROAD DESIGN HANDBOOK
ADJACENT UTILITIES: ALL ADJACENT UTILITIES SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA UTILITY DESIGN HANDBOOK
ADJACENT ZONING: ALL ADJACENT ZONING SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA ZONING BY-LAW
ADJACENT DISTRICTS: ALL ADJACENT DISTRICTS SHALL BE CONFORMANT WITH THE BRITISH COLUMBIA PROPERTY ACT



DRAFT JULY 19th, 2018
SUBDIVISION OF LOT A (B226536) IN THE WEST NEW WESTMINSTER DISTRICT PLAN 31877
THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

| LOT 1 | |
|------------------------------|------------------------|
| A ROAD SIDEWALK WIDENING | 804.0 m ² |
| B ROAD FUTURE DEDICATION | 1,518.7 m ² |
| B ROAD SIDEWALK WIDENING | 38.9 m ² |
| E ROAD PRIVATE STREET | 128.3 m ² |
| F, G & H ROAD PRIVATE STREET | 7,051.0 m ² |
| PARK ROAD PLAZA | 1,976.4 m ² |
| LOT 2 | |
| C ROAD FUTURE DEDICATION | 1,968.9 m ² |
| C ROAD SIDEWALK WIDENING | 62.7 m ² |
| G & J ROAD PRIVATE STREET | 2,814.7 m ² |
| PARK ROAD PLAZA | 47.0 m ² |
| LOT REM. A | |
| E ROAD PRIVATE STREET | 1,293.9 m ² |
| H ROAD PRIVATE STREET | 172.2 m ² |
| K ROAD PRIVATE STREET | 1,395 m ² |



Affordable Housing
Terms & Conditions

The City's acceptance of the developer's offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish on Lot 1 (West) and Lot 2 (East) at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The form of the Housing Agreements and Covenants shall be agreed to by the developer and the City prior to final adoption of the subject OCP Amendment application; after which time, only the Housing Covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit* for Lot 1 (West) and Lot 2 (East) and other non-materials changes resulting thereof and made necessary by the Lot 1 (West) and Lot 2 (East) Development Permit* approval requirements, as determined to the satisfaction of the Director of Development and Manager of Community Social Development. The terms of the Housing Agreements and Covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.

NOTE: In accordance with Richmond's Affordable Housing Strategy, effective July 24, 2017, the subject OCP amendment application shall be grandfathered under the City's built unit requirement of 5% of total residential building area on the basis that it was (i) submitted prior to July 24, 2017, and (ii) presented for consideration by Council prior to July 24, 2018 (i.e. April 9, 2018). For clarity, the developer's affordable contribution and the grandfathering of City's built unit (5%) requirement applies only to Lot 1 (West) and Lot 2 (East) and does not apply to any future development of Remainder Lot (North).

1. **Stand-Alone Buildings & Non-Profit Operator:** The applicant has indicated to the City that it plans to pursue an agreement with a non-profit organization(s) to manage the development's required LEMR units on Lot 1 (West) and Lot 2 (East). To support this partnership, the City is willing to accept lot-by-lot clustering of the required units in the form of stand-alone buildings, together with the clustering of other building features intended for the exclusive use of the affordable housing tenants (e.g., parking, Class 1 bike storage, waste management features).
 - a) The affordable housing shall occupy two (2) stand-alone buildings, including:
 - i) One near the southeast corner of Lot 1 (West), fronting the Future City Street; and
 - ii) One near the northeast corner of Lot 2, fronting Cook Road.
 - b) Both stand-alone buildings shall be integrated with the development's underground parking structure, roof deck, and related features, but will be designed to function as independent buildings that do not share common circulation (e.g., lobbies, hallways, elevators, stairs) or indoor residential amenity spaces with the market-residential or commercial uses on Lot 1 (West) or Lot 2 (East).
 - c) The affordable housing shall be distributed such that a proportional share of the required habitable space for the affordable housing units will be located on each of Lot 1 (West) and Lot 2 (East).
2. **Minimum Required Floor Area:** The required minimum floor area of the affordable housing buildings, exclusive of parking, bike storage, and ancillary uses not intended for the exclusive use of the affordable housing occupants (e.g., visitor parking, waste management areas, any amenity spaces or other uses shared with the market residential dwelling occupants, landscaping) shall comprise the combined total area of the following, as determined to the satisfaction of the Director of Development and Manager of Community Social Services and set out in an approved Development Permit*:
 - a) 5% of the subject development's total residential building area, calculated on a lot-by-lot basis, on Lot 1 (West) and Lot 2 (East), as specified in the Development Permit* approved by the City for each lot, all of which area is to be allocated for the net floor area of the affordable housing dwelling units;
 - b) Circulation (e.g., lobbies, hallways, elevators, stairs) intended for the exclusive use of the affordable housing occupants;
 - c) Indoor amenity space within and around the affordable housing building, designed and secured for the exclusive use of the affordable housing occupants, the size of which space shall comply, on a lot-by-lot basis,

with standard City OCP and City Centre Area Plan (CCAP) policy as applicable to a “stand alone” building without access to amenities shared with another building; and

- d) All walls, mechanical, electrical, and similar spaces required to facilitate the owner’s provision of the proposed “stand alone” affordable housing building on each lot.

3. **Housing Requirements:** The developer shall, on a lot-by-lot basis, as generally indicated in the table below:

- a) Ensure that the types, sizes, rental rates, and occupant income restrictions for the affordable housing units are in accordance with the City’s Affordable Housing Strategy and guidelines for Low End Market Rental (LEMUR) housing, unless otherwise agreed to by the Director of Development and Manager, Community Social Development; and
- b) Achieve the Project Targets for unit mix and Basic Universal Housing (BUH) standard compliance or as otherwise determined to the satisfaction of the Manager, Community Social Development through an approved Development Permit*.

| Unit Type | Minimum Unit Area | Maximum Monthly LEMUR Unit Rent*** | Total Maximum Household Income** | Project Targets | |
|-----------|-------------------|------------------------------------|----------------------------------|-----------------|------------|
| | | | | Unit Mix** | BUH Units* |
| Bachelor | 400 ft2 | \$811 | \$34,650 or less | 10% | 100% |
| 1-Bedroom | 535 ft2 | \$975 | \$38,250 or less | 30% | 100% |
| 2-Bedroom | 741 ft2 | \$1,218 | \$46,800 or less | 30% | 100% |
| 3-Bedroom | 980 ft2 | \$1,480 | \$58,050 or less | 30% | 100% |

* BUH units means those units that are designed and constructed to satisfy the Zoning Bylaw’s Basic Universal Housing standards. (NOTE: The Zoning Bylaws permits a floor area exemption of 1.86 m² / 20 ft² per BUH unit.)

** The unit mix will be confirmed to the satisfaction of the City, on a lot-by-lot basis, through the Development Permit* processes for each lot. The recommended unit mix is indicated in the table; however, based on approved design, which may take into account non-profit housing operator input, the unit mix may be varied provided that at least 50% of total affordable housing units are some combination of “family friendly”, 2- and 3-bedroom units.

NOTE: The targeted unit mix is intended to apply to each lot on a stand-alone basis; however, the City, in its sole discretion, may apply the targeted unit mix to the comprehensive development of Lot 1(West) and Lot 2 (East) such that, for example, one lot may have a lesser percentage of family-friendly units and the other may have a higher percentage, provided that, as determined to the City’s satisfaction, through the Development Permit* approval processes:

- A non-profit housing provider(s) is involved (e.g., memorandum of understanding);
- The Housing Covenant on each lot is revised to accurately reflect the specifics of the affordable housing units and ancillary spaces and uses, as per the approved Development Permit* for each lot; and
- Additional legal agreement(s) are registered on title to the lot(s) to secure the developer’s commitment to the phased (lot-by-lot) implementation of City-approved unit mix across the comprehensive development of Lot 1(West) and Lot 2 (East).

*** Rate shall be adjusted periodically as provided for under adopted City policy.

- c) Occupants of the affordable housing units shall, on a lot-by-lot basis, to the satisfaction of the City (as determined prior to Development Permit* approval), enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces provided with respect to the affordable housing building as per OCP, City Centre Area Plan, and Development Permit* requirements, at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).
- d) On-site parking, “Class 1” bike storage, and related electric vehicle (EV) charging stations shall be provided, on a lot-by-lot basis, for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit* at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing tenants), which features may be secured via legal agreement(s) on title prior to Development Permit* issuance or as otherwise determined to the satisfaction of the City. (For clarity, those occupants of the affordable units who utilize the vehicle EV charging stations may be required to pay for the cost of their utility usage, but not for their use of the EV charging equipment or associated parking.)

4. **Building Features:** The affordable housing units, related uses (e.g., parking, garbage/recycling, hallways, amenities, lobbies), and associated landscaped areas shall be completed, on a lot-by-lot basis, to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director of Development and Manager, Community Social Development. Building features shall include, but may not be limited to the following items.
- a) Indoor amenity space shall be provided, on a lot-by-lot basis, within and around the affordable housing buildings; which spaces shall be designed and secured for the exclusive use of the affordable housing occupants and satisfy standard City OCP and City Centre Area Plan (CCAP) policies with respect to minimum amenity size, which for clarity shall:
 - i) Be calculated based on a rate of at least 100 m² (1,076 ft²) per affordable housing building or 2.0 m² (21.5 ft²) per affordable housing unit, whichever is greater, for some combination of social, recreational, cultural, and/or educational purposes; and
 - ii) In addition to the above, include at least 19 m² (200 ft²) per building for as administrative (e.g., office) space for the use of the housing operator.
 - b) Outdoor residential amenity space shall be provided for the shared use of the affordable housing occupants, on a lot-by-lot basis, in compliance with standard City OCP and City Centre Area Plan (CCAP) policies (e.g., at least 6 m² / 65 ft² per affordable housing unit, together with additional landscaped space).
 - c) The affordable housing buildings, including their housing units and common areas (e.g., circulation, lobbies, indoor/outdoor amenity spaces, parking, bike storage, and waste management areas), shall be accessible to people with disabilities, in compliance with the BC Building Code or as otherwise determined to the satisfaction of the Manager of Community Social Development and Manager of Building Approvals.
 - d) The affordable housing buildings, including their common areas and housing units, shall be equipped with an audio/visual alarm systems.
5. “No development” shall be permitted on Lot 1 (West) or Lot 2 (East), restricting Development Permit* issuance on a lot-by-lot basis for a building on Lot 1 (West) and Lot 2 (East), in whole or in part, that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City’s discretion (excluding parking intended as an ancillary use to non-parking uses), until the developer, to the City’s satisfaction:
- a) Submits, for consideration by the City, a memorandum of understanding with a non-profit operator demonstrating, among other things, support for the developer’s proposed clustered affordable housing unit arrangement and unit mix on the lot; and
 - b) Designs the lot to provide for the affordable housing units and ancillary spaces and uses;
 - c) Amends or replaces the Housing Covenant to accurately reflect the specifics of the affordable housing units and ancillary spaces and uses as per the approved Development Permit*; and
 - d) As required, registers additional legal agreements on title to the lot(s) to facilitate the detailed design, construction, operation, and/or management of the affordable housing units and/or ancillary spaces and uses (e.g., parking) as determined by the City via the Development Permit* review and approval processes.
6. No Building Permit* shall be issued for a building on Lot 1 (West) or Lot 2 (East) that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until, on a lot-by-lot basis, the developer provides for the required affordable housing units and ancillary spaces and uses to the satisfaction of the City.
7. “No occupancy” shall be permitted on Lot 1 (West) or Lot 2 (East), restricting final Building Permit* inspection granting occupancy for any residential uses on Lot 1 (East Lot) and /or Lot 2 (West Lot), in whole or in part (except for parking), until, on a lot-by-lot basis, the required affordable housing units and ancillary spaces and uses are completed to the satisfaction of the City and have received final Building Permit* inspection granting occupancy.

District Energy Utility (DEU)
Terms & Conditions

Registration of a restrictive covenant and statutory right of way and/or alternative legal agreement(s) on title to Lot 1 (West) and Lot 2 (East), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU) and granting the statutory right of way(s) necessary for supplying the DEU services to the building(s), which covenant and statutory right of way and/or legal agreement(s) will include, at minimum, the following terms and conditions:

1. No Building Permit will be issued for a building on the subject site (excluding any commercial portions of the existing enclosed mall) unless;
 - a) the building is designed with the capability to connect to and be serviced by a DEU; and
 - b) the owner has provided an energy modelling report satisfactory to the Director of Engineering.
2. If a district energy utility service area bylaw which provides for owner construction of an energy generation plant (a "DEU Bylaw"), and which applies to the site, has been adopted by Council prior to the issuance of the development permit for the subject site, no building permit will be issued for a building on the subject site unless:
 - a) the owner designs, to utility grade specification and the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant(s) which provides a minimum 70% of space heating, space cooling and domestic hot water annual energy use from a renewable (non-carbon) energy source, to be constructed and installed on the site, with the capability for the low carbon energy plant(s) and the building side HVAC systems for the site (excluding any commercial portions of the enclosed mall) to connect to and be serviced by a DEU; and
 - b) the owner enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City, which provides, without limitation:
 - i) that the owner will transfer ownership of the low carbon energy plant(s), the distribution piping system, and all other ancillary components on the subject site used to generate or convey space heating, space cooling and domestic hot water heating up to and including energy transfer stations, to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to final building inspection permitting occupancy of the first building on the site; and
 - ii) that the City and/or the City's DEU service provider will have final approval of all design elements, equipment specifications, construction inspections and work approvals for the low carbon energy plants.
3. The owner agrees that the building(s) (excluding any commercial portions of the enclosed mall) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC.
4. If a DEU is available for connection and the City has directed the owner to connect, no final building inspection permitting occupancy of a building will be granted unless, and until:
 - a) the building (excluding any commercial portions of the enclosed mall) is connected to the DEU;
 - b) the owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City which provides, without limitation, that the City or the City's DEU service provider will be the exclusive provider of space heating and domestic hot water heating, and when available space cooling, services for the building (excluding any commercial portions of the enclosed mall), unless otherwise agreed to by the City Engineer and set out in the Service Provider Agreement; and
 - c) prior to subdivision (including Air Space parcel subdivision and Strata Plan filing, but excluding the subdivision to create the Lot 1(West) and Lot 2 (East)), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.

5. If a DEU is not available for connection, but a DEU Bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no final building inspection permitting occupancy of a building will be granted unless and until:
- the City receives a professional engineer's certificate stating that the building (excluding any commercial portions of the enclosed mall) has the capability to connect to and be serviced by a DEU;
 - the building (excluding any commercial portions of the enclosed mall) is connected to a low carbon energy plant(s) supplied and installed by the owner, at the owner's sole cost, to provide space heating, space cooling and domestic hot water heating to the building(s), which energy plant(s) will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
 - the owner transfers ownership of the low carbon energy plant(s), the distribution piping system, and all other ancillary components on the subject site used to generate or convey space heating, space cooling and domestic hot water heating up to and including energy transfer stations, to the City or as directed by the City to the City's DEU service provider, LIEC, at no cost to the City or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City;
 - prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City which provides, without limitation, that the City or the City's DEU service provider will be the exclusive provider of space heating, space cooling and domestic hot water heating services for the building (excluding any commercial portions of the enclosed mall), unless otherwise agreed to by the City Engineer and set out in the Service Provider Agreement; and
 - prior to subdivision (including Air Space parcel subdivision and Strata Plan filing, but excluding the subdivision to create the Lot 1(West) and Lot 2 (East)), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the low carbon energy plant(s) by the City and/or the City's DEU service provider, LIEC.
6. If a DEU is not available for connection, and a DEU Bylaw which applies to the site has not been adopted by Council prior to the issuance of the Development Permit for the subject site, no final building inspection permitting occupancy of a building will be granted until:
- the City receives a professional engineer's certificate stating that the building (excluding any commercial portions of the enclosed mall) has the capability to connect to and be serviced by a DEU; and
 - the owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).
7. The City, at the City's sole discretion can elect to exclude all of the commercial floor space of the buildings (including the common HVAC system of the commercial floor space of the residential buildings) from the conditions set out in sections 1 to 6 above, provided that:
- the owner agrees that, subject to any exceptions agreed to by the City, the HVAC system(s) of all such excluded new commercial floor space in the buildings and the entirety of the southern portion of the enclosed mall (comprising of approximately 440,00ft² existing space plus new construction area (the "South Commercial HVAC Loop") will connect to a DEU to provide available heat rejection, at no cost to the City or the City's service provider, for the benefit of the City's service provider, LIEC, to utilize in its DEU, when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC. For clarity, all mechanical equipment for commercial space will remain the property of the owner, and the owner will not be required to transfer ownership of same.
 - no building permit will be issued for a building on the subject site unless the South Commercial HVAC Loop is designed with the capability to reject heat to a DEU system (which includes, without limitation, the low carbon energy plant(s) in each of the residential buildings on the site) to the satisfaction of the City and the City's DEU service provider, LIEC;

- c) if a DEU Bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no building permit will be issued for a building on the subject site unless the owner designs, to the satisfaction of the City and the City's DEU service provider, LIEC, a heat rejection system from the South Commercial HVAC Loop. Connection points from the South Commercial HVAC Loop will be provided by the owner to enable the City or the City's service provider to capture and transfer the available commercial rejected heat to a DEU system(s) (which includes, without limitation, the low carbon energy plant(s) in residential buildings on the site);
- d) if a DEU is available for connection and the City has directed the owner to connect, no final building inspection permitting occupancy of a building will be granted unless, and until:
- i) the South Commercial HVAC Loop is connected to a DEU (which includes, without limitation, the low carbon energy plant(s) in residential buildings on site) to provide available rejected heat to the DEU;
 - ii) the owner enters into a Service Provider Agreement for such excluded commercial floor space in the building and the entire enclosed mall with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City which provides, without limitation, that the City or the City's DEU service provider will be the exclusive recipient of available rejected heat, at no cost to the City or the City's DEU service provider, from the South Commercial HVAC Loop; and
 - iii) prior to subdivision (including Air Space parcel subdivision and Strata Plan filing, but excluding the subdivision to create the Lot 1(West) and Lot 2 (East)), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for the City or the City's DEU service provider to receive available rejected heat from the South Commercial HVAC Loop;
- e) if a DEU is not available for connection, but a DEU Bylaw which applies to the site has been adopted by Council prior to the issuance of the Development Permit for the subject site, no final building inspection permitting occupancy of a building will be granted unless and until:
- i) the City receives a professional engineer's certificate stating that the South Commercial HVAC Loop has the capability to, and will immediately, connect to and provide rejected heat to a DEU (which includes, without limitation, the low carbon energy plant(s) in residential buildings on the site);
 - ii) prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for such excluded commercial floor space of the building and the entire enclosed mall with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City which provides, without limitation, that the City or the City's DEU service provider will be the exclusive recipient of available rejected heat, at no cost to the City or the City's DEU service provider, from the South Commercial HVAC Loop; and
 - iii) prior to subdivision (including Air Space parcel subdivision and Strata Plan filing, but excluding the subdivision to create the Lot 1(West) and Lot 2 (East)), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for the City or the City's DEU service provider to receive available rejected heat from the South Commercial HVAC Loop; and
- f) if a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the Development Permit for the subject site, no final building inspection permitting occupancy of a residential building will be granted until:
- i) the City receives a professional engineer's certificate stating that the South Commercial HVAC Loop has the capability to, and will immediately, connect to and provide available rejected heat to a DEU (which includes, without limitation, the low carbon energy plant(s) in residential buildings on the site); and
 - ii) the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for the City or the City's DEU service provider to receive available rejected heat from the South Commercial HVAC Loop.
8. The owner may on notice to the City elect to opt out of Section 7 above, and in such case, sections 1 through 6 above shall govern.

Servicing Agreement Requirements – Engineering Servicing Terms & Conditions

These requirements were written with the intention of being constructed in two phases, with phase 1 (generally located on the west side of the site) preceding phase 2 (generally located on the east side of the site). The developer is required to enter into Servicing Agreement 1 (outlined below) prior to the Building Permit for phase 1 being issued. The works under Servicing Agreement 1 must be completed prior to the occupancy of the first building of phase 1 unless otherwise determined to the City's sole satisfaction and secured with legal agreement(s) on title. Similarly, the developer is required to enter into Servicing Agreement 2 (outlined below) prior to the Building Permit for phase 2 being issued. The works under Servicing Agreement 2 must be completed prior to the occupancy of the first building of phase 2 unless otherwise determined to the City's sole satisfaction and secured with legal agreement(s) on title.

Servicing Agreement #1

1) Water Works:

- a) Using the OCP Model, there is 326.0 L/s of water available at a 20 psi residual at the Minoru Boulevard frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) The Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
 - ii) Upgrade the existing 250 mm AC water main to 300 mm PVC along the entire Minoru Boulevard frontage of the development site, approximately 450 m.
 - iii) Install approximately 135 m of new 300 mm water main along the new east-west road, complete with fire hydrants to achieve City spacing requirements, from the proposed water main in Minoru Boulevard to the extent of the phase 1 roadworks, complete with blow-off.
 - iv) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for commercial land use.
 - v) Install one new water service connection, complete with meter and meter box, for each new parcel. Meters to be located onsite (i.e. in a mechanical room).
 - vi) Confirm which existing service connections are not required to serve the existing mall that is to remain and cut, cap, and remove unused connections.
- c) At Developer's cost, the City is to:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

2) Storm Sewer Works:

- a) The Developer is required to:
 - i) Perform a drainage analysis to the major conveyance along Murdoch Avenue at Minoru Boulevard. Upgrade the existing storm sewer along the Minoru Boulevard frontage as necessary to address OCP flows, and reconnect all existing connections. The drainage analysis shall be included in the servicing agreement drawing set.
 - ii) Install approximately 140 m of minimum 600 mm or OCP size storm sewer along the new east-west road, complete with catch basins, from the proposed storm sewer in Minoru Boulevard to the extent of the phase 1 roadworks.
 - iii) Install one new storm service connection, complete with inspection chamber, for each new parcel.
- b) At Developer's cost, the City is to:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

3) Sanitary Sewer Works:

- a) The Developer is required to:
 - i) Install approximately 175 m of new 250 mm sanitary sewer, 195 m of new 300 mm sanitary sewer, and 25 m of new 375 mm sanitary sewer along the Minoru Boulevard frontage from approximately the new east-west road to tie-in to the existing main along Murdoch Avenue. The main shall be designed to accommodate for the future sanitary flows from lots 6551/6631/6651 Minoru Boulevard, the City Hall, and 7811 Granville Avenue, based on OCP densities. The upstream invert shall be designed so that an extension of the main to service

7811 Granville Avenue & the City Hall, with adequate slopes and cover, is possible. (Development Cost charge credits may apply.)

- ii) Design the Murdoch Road extension to accommodate the future relocation of the sanitary force main from the north property line of the development site.
 - iii) There is an existing City sanitary sewer onsite near the Murdoch Road extension that will need to be removed to facilitate site preparation. Prior to start of site preparation (including but not limited to soil densification, excavation, and DSM wall construction), the developer is required to do the following:
 - A. Provide, as part of the phase 1 development permit application, a construction sequence plan for the installation of the new sanitary sewer in Murdoch, relocation of onsite sanitary service, and the removal/abandonment of the existing City sanitary sewer, for City review/approval.
 - B. Ensure that the existing mall remains serviced during and after the removal of the onsite City-owned sanitary sewer.
 - C. Provide a manhole and capped stub at the property line to serve the existing mall on the remainder lot. The sanitary sewer within the Murdoch Road extension required to connect to the existing mall is to be owned and maintained by the developer (i.e. private onsite service)..
 - D. Cut, cap, and remove the existing 200 mm AC sanitary main and manholes located within the development site, and legally dispose offsite. The extents of the removal shall be from manhole SMH587 to SMH588.
 - E. Enter into a legal agreement to transfer ownership, maintenance, and liability from the City to the property owner for any portion of the sanitary sewer that cannot be removed due to proximity to the existing mall.
 - F. Provide a signed and sealed letter from the developer's civil consultant stating that the AC sanitary main and related appurtenances have been removed and properly and legally disposed offsite.
 - iv) Install one new sanitary service connection, complete with inspection chamber, for each new parcel.
- b) At Developer's cost, the City is to:
- i) Complete all tie-ins for the proposed works to existing City infrastructure.

4) Frontage Improvements:

- a) The Developer is required to:
 - i) Design the new east-west road to accommodate for a future 4.38 m-wide District Energy Utility corridor. The DEU corridor shall be within the roadway and clear of all other underground utilities.
 - ii) Incorporate future District Energy Utility corridors within the design of the No 3 Road and Minoru Boulevard cross-sections. The Minoru Boulevard DEU corridor width shall be 4.38 m, and the No 3 Road DEU corridor width shall be 4.2 m. The DEU corridors shall be clear of trees and all other underground utilities.
 - iii) Coordinate with BC Hydro, Telus and other private communication service providers:
 - A. To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - B. When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - C. To locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). The locations of the proposed & relocated infrastructure shall be shown on the development permit drawings. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
 - a. BC Hydro PMT – 4.0 x 5.0 m
 - b. BC Hydro LPT – 3.5 x 3.5 m
 - c. Street light kiosk – 1.5 x 1.5 m
 - d. Traffic signal kiosk – 2.0 x 1.5 m
 - e. Traffic signal UPS – 1.0 x 1.0 m
 - f. Shaw cable kiosk – 1.0 x 1.0 m
 - g. Telus FDH cabinet – 1.1 x 1.0 m

iv) Provide street lighting along all road frontages according to the following street light types:

B. City Streets

a. Minoru Boulevard

- i. Pole colour: Blue
- ii. Roadway lighting @ median: City Centre Type Roadway/Pedestrian Luminaire Pole (LED) – Drawing L12.3 INCLUDING 2 street luminaires (set perpendicular to the direction of travel), banner arms, 1 flower basket holder, 1 duplex receptacle, and irrigation, but EXCLUDING pedestrian luminaires.
- iii. Pedestrian lighting between sidewalk & bike path: City Centre Type Laneway Luminaire Pole (LED) – Drawing L12.1 INCLUDING 2 pedestrian luminaires (set perpendicular to the direction of travel), duplex receptacle, and flower basket holder, but EXCLUDING banner arms and irrigation.

b. Murdoch Avenue (South side)

- i. Pole colour: Grey
- ii. Roadway lighting @ back of curb (Both sides of street): Type 7 (LED) INCLUDING 1 street luminaire, banner arms, and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, flower basket holders, or irrigation.
- iii. Pedestrian lighting @ back of ultimate bike path: Type 8 (LED) INCLUDING 1 pedestrian luminaire, but EXCLUDING any duplex receptacle, banner arms, flower basket holders, or irrigation.
- iv. *NOTE: Murdoch & Cook will be constructed within SRWs; however, both streets shall be constructed to City standards to facilitate potential future dedication (as per the CCAP). Staff must confirm the streetlight requirements in coordination with cross-section & landscape design. Requirements may change.*

c. New City Hall Street (Both sides of street)

- i. Pole colour: Grey
- ii. Roadway lighting @ back of curb (Both sides of street): Type 7 (LED) INCLUDING 1 street luminaire, banner arms, and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, flower basket holders, or irrigation.
- iii. Pedestrian lighting @ back of multi-use path (South side of street only): Type 8 (LED) INCLUDING 2 pedestrian luminaires and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation. (NOTE: "Pedestrian luminaire" arms shall be set perpendicular to the direction of travel to light both the multi-use path and the adjacent City property.)

NOTE: Staff must confirm the New City Hall Street streetlight requirements in coordination with cross-section & landscape design. Requirements may change.

C. Off-Street Publicly-Accessible Walkways & Open Spaces

- a. Park Road Plaza (SRW): To be determined through the Development Permit & SA processes (Note: Lighting to be privately owned & operated)

D. Traffic Signals

a. Minoru Boulevard @ Parkade Entrance, and Minoru Gate

- i. Pole colour: Blue
- ii. Style: To match City Centre Type Roadway/Pedestrian Luminaire Pole (LED) – Drawing L12.3

E. Private Streets (Secured via SRW) – Developer owned/maintained

- a. Pole colour: Grey
- b. Roadway lighting: Type 7 (LED) INCLUDING 1 street luminaire and MAY INCLUDE banner arms, duplex receptacles, pedestrian luminaires, flower basket holders, and/or irrigation.
- c. Pedestrian lighting: Type 8 (LED) INCLUDING 1 or 2 pedestrian luminaires and MAY INCLUDE duplex receptacles, flower basket holders, and/or irrigation, but EXCLUDING banner arms.)

NOTE: Staff must confirm the Private Street streetlight requirements in coordination with cross-section & landscape design through the Development Permit & SA approval processes. Requirements may change.

5) General Items:

- a) The Developer is required to:
 - i) Relocate all private onsite infrastructure outside of the proposed road dedication/utility SRWs and into the development site.
 - ii) Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a geotechnical assessment of site preparation (including excavation, preload, dewatering, and soil densification) impacts on the existing utilities fronting the development site and provide mitigation recommendations.
 - iii) Conduct pre- and post-site preparation elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-site preparation elevation survey shall be incorporated within the servicing agreement design.
 - iv) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
 - v) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

Servicing Agreement #2**1) Water Works:**

- a) Using the OCP Model, there is 755.0 L/s of water available at a 20 psi residual at the No 3 Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) The Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
 - ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for commercial land use.
 - iii) Install a new water service connection, complete with meters and meter boxes, for each new parcel. Meters to be located onsite (i.e. in a mechanical room). Note that the service connections and fire hydrant lead are to tie in to the existing 300 mm water main on the east side of No 3 Road. Service connections are not to tie in to the large diameter water mains (i.e. the 550 mm water main on the west side of No 3 Road), per the Engineering Design Specifications.
 - iv) Install approximately 120 m of new 300 mm water main along the new east-west road, complete with fire hydrants to achieve City spacing requirements, from the new water main built in phase 1 to the existing 300 mm water main in No 3 Road.
 - v) Confirm which existing service connections are not required to serve the existing mall that is to remain and cut, cap, and remove unused connections.
- c) At Developer's cost, the City is to:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

2) Storm Sewer Works:

- a) The Developer is required to:
 - i) Install approximately 140 m of minimum 600 mm or OCP size storm sewer along the new east-west road, complete with catch basins, from the new storm sewer built in phase 1 to the existing storm sewer in No 3 Road.
 - ii) Install one new storm service connection, complete with inspection chamber, for each new parcel.
- b) At Developer's cost, the City is to:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

3) Sanitary Sewer Works:

- a) The Developer is required to:
- i) Install approximately 330 m of new sanitary sewer along No 3 Road in the roadway. The sizes shall range between 250-375 mm based on the existing & future catchment of the pipe, to be confirmed at the servicing agreement stage.
 - ii) Upgrade the Richmond Centre Sanitary Pump Station to accommodate the increased flows from this development, including but not limited to the following:
 - A. A new electrical kiosk and all related appurtenances, including conduits and SCADA antenna. The electrical kiosk shall be located close to the wet well.
 - B. A back-up generator and all related appurtenances, including conduits and exhaust.
 - C. Upgrades to the power supply as required by the upgraded kiosk, including but not limited to new conduits.
 - D. A parking area for the service vehicles (crane truck, vector truck, etc.) in front of the wet well. The parking area must be located such that the pumps can be removed from the wet well via the crane mounted on the service vehicle. The parking area must provide safe and adequate traffic and pedestrian flow during weekly maintenance, maintaining southbound traffic in the two-way lane, without requiring traffic control.
 - E. An approximately 13 m by 10 m utility right-of-way for the pump station and related equipment and parking area as described above and as shown in **Schedule F**.
 - F. A secondary designated parking stall designed for LSU vehicles, as shown in **Schedule F**, secured by a legal agreement.
 - iii) Design the Cook Road extension and No 3 Road cross-sections, and pump station configuration, to accommodate the future relocation of the sanitary forcemain from the north property line of the development site.
 - iv) Install a new sanitary service connection off of the proposed mains, complete with inspection chambers, for each new parcel.
 - v) Expose and locate all utilities in No 3 Road west of the median, to confirm that there is a suitable alignment available for the proposed sanitary sewer. If the utility locate determines that there is no suitable alignment within the roadway to the satisfaction of Engineering, the developer must either provide an additional right-of-way to accommodate the sanitary sewer as identified under section 2.7.3 *Additional City Utilities (No. 3 Road)*, or relocate such utilities that conflict with the proposed sanitary sewer (as identified by the required utility locate) so that the proposed sanitary sewer can be installed to meet the applicable standards and specifications (particularly in regards to clearance and cover).
- b) At Developer's cost, the City is to:
- i) Complete all tie-ins for the proposed works to existing City infrastructure.

4) Frontage Improvements:

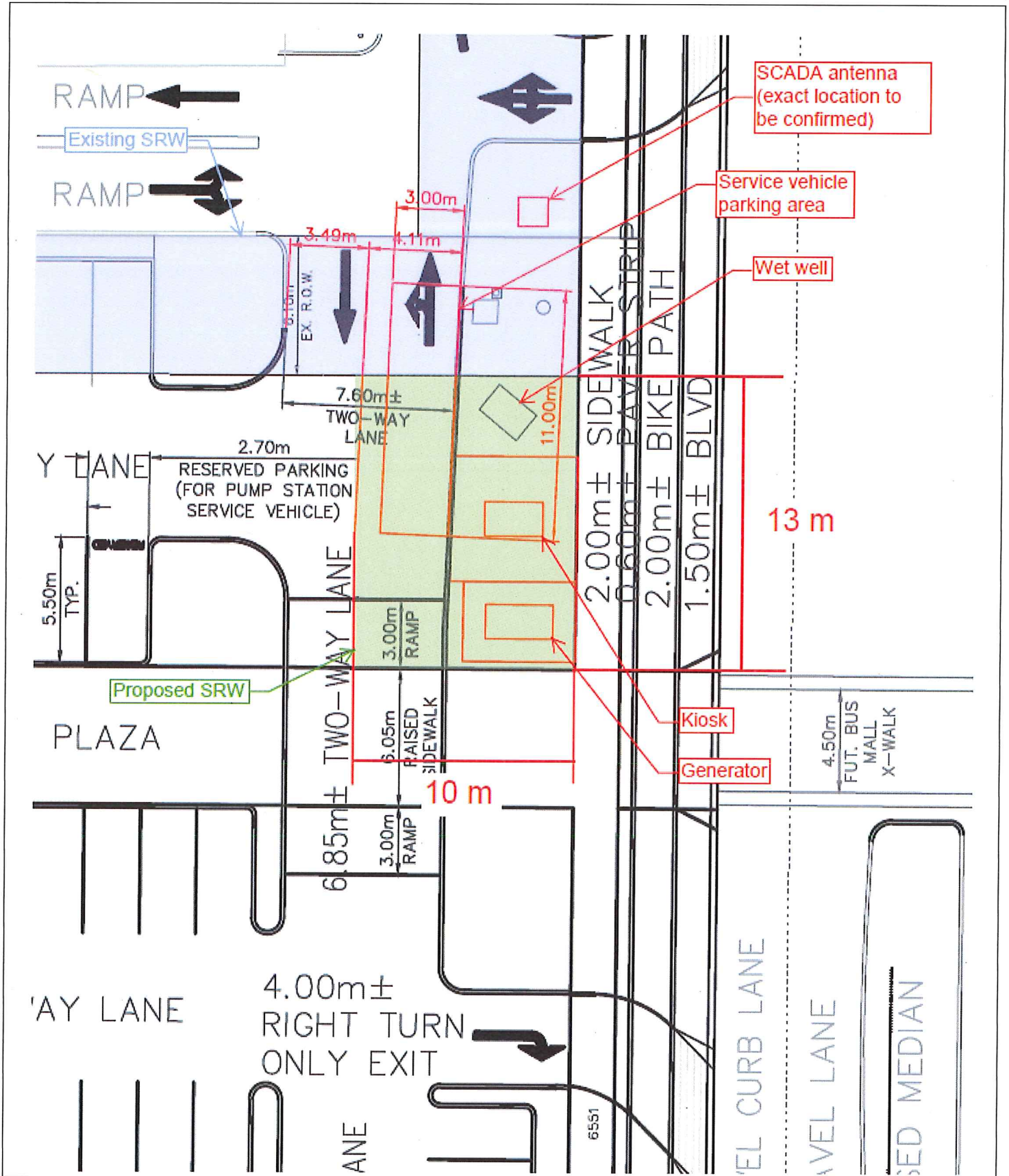
- a) The Developer is required to:
- i) Incorporate future District Energy Utility corridors within the design of the No 3 Road and Minoru Boulevard cross-sections. The Minoru Boulevard DEU corridor width shall be 4.38 m, and the No 3 Road DEU corridor width shall be 4.2 m. The DEU corridors shall be clear of trees and all other underground utilities.
 - ii) Coordinate with BC Hydro, Telus, and other private utility companies to relocate the existing structures (including, but not limited to, the Telus cabinets and LPT near the bus shelter) along No 3 Road out of the ultimate frontage improvements and into a suitable location onsite (i.e. outside of the public realm). The proposed locations shall be shown on the development permit plans.
 - iii) Coordinate with the City's Traffic and Engineering departments, and the project's lighting and traffic signal consultants, to relocate the existing traffic and street light kiosks located along No 3 Road out of the ultimate frontage improvements and into a suitable location onsite (i.e. outside of the public realm). The proposed locations shall be shown on the development permit plans.
 - iv) Coordinate with BC Hydro to relocate the existing structures (including, but not limited to, Vista Switch and LPT) located within the proposed intersection of the new east-west road and No 3 Road, into the ultimate location within the development site. The estimated BC Hydro right-of-way for the existing above-ground equipment is 14.0 m by 6.0 m; actual dimensions to be provided by BC Hydro following their detailed design. Please note that this does not include the above-ground structures (i.e. Vista Switches, PMTs, etc.) that are required to service the proposed development. The new location should be coordinated with BC Hydro and the City's Planning Department early to avoid future conflicts with the building design, delays, or other expenses for the Developer.

- v) Coordinate with BC Hydro, Telus and other private communication service providers:
- A. To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - B. When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - C. To locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). The locations of the proposed & relocated infrastructure shall be shown on the development permit drawings. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
 - a. BC Hydro PMT – 4.0 x 5.0 m
 - b. BC Hydro LPT – 3.5 x 3.5 m
 - c. Street light kiosk – 1.5 x 1.5 m
 - d. Traffic signal kiosk – 2.0 x 1.5 m
 - e. Traffic signal UPS – 1.0 x 1.0 m
 - f. Shaw cable kiosk – 1.0 x 1.0 m
 - g. Telus FDH cabinet – 1.1 x 1.0 m
- vi) Provide street lighting along all road frontages according to the following street light types:
- A. City Streets
 - a. No 3 Road (West side of street)
 - i. Pole colour: Grey
 - ii. Roadway lighting: N/A (No change to existing lighting in centre median)
 - iii. Pedestrian lighting between sidewalk & bike path: Type 8 (LED) **INCLUDING** 2 pedestrian luminaires set perpendicular to the roadway, flower basket holders, and 1 duplex receptacle, but **EXCLUDING** any banner arms or irrigation.
 - b. Cook Road (Both sides)
 - i. Pole colour: Grey
 - ii. Roadway lighting @ back of curb (Both sides of street): Type 7 (LED) **INCLUDING** 1 street luminaire, banner arms, and 1 duplex receptacle, but **EXCLUDING** any pedestrian luminaires, flower basket holders, or irrigation.
 - iii. Pedestrian lighting @ back of ultimate bike path: Type 8 (LED) **INCLUDING** 2 pedestrian luminaires and 1 duplex receptacle, but **EXCLUDING** any banner arms, flower basket holders, or irrigation. (NOTE: "Pedestrian luminaire" arms shall be set perpendicular to the direction of travel to light both the ultimate bike path and the adjacent sidewalk.)
 - iv. *NOTE: Murdoch & Cook will be constructed within SRWs; however, both streets shall be constructed to City standards to facilitate potential future dedication (as per the CCAP). Staff must confirm the streetlight requirements in coordination with cross-section & landscape design. Requirements may change.*
 - c. New City Hall Street (Both sides of street)
 - i. Pole colour: Grey
 - ii. Roadway lighting @ back of curb (Both sides of street): Type 7 (LED) **INCLUDING** 1 street luminaire, banner arms, and 1 duplex receptacle, but **EXCLUDING** any pedestrian luminaires, flower basket holders, or irrigation.
 - iii. Pedestrian lighting @ back of multi-use path (South side of street only): Type 8 (LED) **INCLUDING** 2 pedestrian luminaires and 1 duplex receptacle, but **EXCLUDING** any banner arms, flower basket holders, or irrigation. (NOTE: "Pedestrian luminaire" arms shall be set perpendicular to the direction of travel to light both the multi-use path and the adjacent City property.)
 - iv. *NOTE: Staff must confirm the New City Hall Street streetlight requirements in coordination with cross-section & landscape design. Requirements may change.*
 - B. Traffic Signals
 - a. No. 3 Road @ Cook Road & Park Road
 - i. Pole colour: Grey
 - ii. Style: To match Type 7

- C. Private Streets (Secured via SRW) – Developer owned/maintained
- a. Pole colour: Grey
 - b. Roadway lighting: Type 7 (LED) INCLUDING 1 street luminaire and MAY INCLUDE banner arms, duplex receptacles, pedestrian luminaires, flower basket holders, and/or irrigation.
 - c. Pedestrian lighting: Type 8 (LED) INCLUDING 1 or 2 pedestrian luminaires and MAY INCLUDE duplex receptacles, flower basket holders, and/or irrigation, but EXCLUDING banner arms.)
NOTE: Staff must confirm the Private Street streetlight requirements in coordination with cross-section & landscape design. Requirements may change.

5) General Items:

- a) The Developer is required to:
 - i) Relocate all private onsite infrastructure outside of the proposed road dedication/utility SRWs and into the development site.
 - ii) Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a geotechnical assessment of site preparation (including excavation, dewatering, and soil densification) impacts on the existing utilities fronting the development site and provide mitigation recommendations.
 - iii) Conduct pre- and post-site preparation elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-site preparation elevation survey shall be incorporated within the servicing agreement design.
 - iv) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
 - v) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.



Servicing Agreement Requirements – Transportation
Terms & Conditions

Developer is responsible for the design and construction of the following frontage improvements and transition between those improvements and the existing condition outside the development site frontage (at a minimum 30:1 taper rate for No. 3 Road and a minimum 20:1 taper rate for all other roads) to the satisfaction of the City. Note that while the list below provides a general description of the minimum frontage work requirements (which are schematically shown in the Preliminary Functional Road Plan (**Schedule H**), the exact details and scope of the frontage works to be completed by the developer shall be confirmed via the detailed design (SA) process to the satisfaction of the City.

1) New City Hall Street Cross-Sections:

- a. Minoru Boulevard, from Murdoch Avenue to the proposed East/West Street (from west to east):
 - Maintain two existing southbound traffic lanes
 - 5.6m wide area for:
 - 1) 3.3m wide intersection turning lanes; and
 - 2) 2.3m wide landscaped/treed median with curb and gutter on both sides
 - 6.6m wide driving surface for two northbound traffic lanes
 - 0.15m wide curb and gutter
 - 2.4m wide grassed/treed boulevard
 - 1.8m wide asphalt bike path
 - 1.1m wide buffer/lighting strip
 - 2.5m wide concrete sidewalk
- b. Proposed East/West Street, from Minoru Boulevard to No. 3 Road (from south to north):
 - 3.0m wide concrete sidewalk
 - 1.4m wide grassed/treed boulevard
 - 0.15m wide curb and gutter
 - 7.0m wide driving surface for traffic lanes (one in each direction)
 - 0.15m wide curb and gutter
 - 1.5m wide grassed/treed boulevard (a portion of the area would be used as a parking/loading layby)
 - 2.0m wide concrete sidewalk
- c. No. 3 Road, from Saba Road to the proposed East/West Street (from east to west):
 - Maintain two existing southbound traffic lanes
 - 0.15m wide curb and gutter
 - 1.5m wide grassed/treed boulevard
 - 2.0m wide asphalt bike path
 - 0.6m wide buffer/lighting strip
 - 2.0m wide concrete sidewalk
 - Note that the above may be refined in the context of the building setback SRW review to further enhance the pedestrian realm

Note: Interim works as described below along No. 3 Road, from northern limit of the site to approximately 30m south of the future Bus Mall intersection shall be required prior to 1c) being completed:

- Widen the sidewalk along west side of No. 3 Road to min. 3.0m wide;
- As necessary, removal of the existing hedge and fence at the northern property line to provide a continuous min. 3.0m wide sidewalk to the neighbouring site to the north;
- Modify the existing vehicular access off the parkade ramp to physically restrict egress traffic movements onto No. 3 Road; and
- Install a new vehicular access approximately 30m south which will only allow right-out traffic movement onto No. 3 Road.

2) Private (SRW) Street Cross-Sections:

- a. Cook Road, from No. 3 Road to the western limit (from north to south):
 - 2.0m wide concrete sidewalk
 - 0.5m wide buffer/lighting strip
 - 1.8m wide concrete bike path
 - 3.0m wide grassed/treed boulevard

- 0.15m wide curb and gutter
 - 16.1m wide pavement width
 - 0.15m wide curb and gutter
 - 3.0m wide grassed/treed boulevard
 - 1.8m wide concrete bike path
 - 0.5m wide buffer/lighting strip
 - 2.0m wide concrete sidewalk
- b. Murdoch Avenue, from Minoru Boulevard to the eastern limit (from north to south):

Ultimate cross-section

- 2.5m wide concrete sidewalk
- 0.5m wide buffer/lighting strip
- 1.8m wide concrete bike path
- 2.5m wide treed boulevard
- 0.15m curb and gutter
- 9.25m pavement width
- 0.15m curb and gutter
- 2.5m wide treed boulevard (including parking lay-by)
- 0.85m wide buffer
- 1.8m wide concrete bike path
- 0.5m wide buffer/lighting strip
- 2.5m wide concrete sidewalk

Interim cross-section shall be permitted to maintain the existing sidewalk along the street's north side and determine the pavement width based on required traffic operations, as determined to the City's satisfaction.

- c. All other internal SRW streets: Generally shown in the preliminary road functional plan attached, with varying pavement widths to accommodate two-way traffic, curb and gutter, on-street parking, on-street lay-bys, treed/grassed boulevards and min. 2.0m wide sidewalk as appropriate.

3) Intersection Upgrades:

- a. Upgrade of the existing traffic signals / special crosswalks at the following locations to accommodate the road enhancements noted above. Work to include but not limited to: Install new, upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals) and illuminated street name sign(s).
- Minoru Boulevard/Minoru Gate: Upgrade of the existing traffic signal
 - Minoru Boulevard/Proposed parkade entrance: Install a new traffic signal (and removal of the existing special crosswalk)
 - Minoru Boulevard/Murdoch Avenue: Upgrade of the existing traffic signal
 - No 3 Road/Park Road: Upgrade of the existing traffic signal
 - No 3 Road/Cook Road: Upgrade of the existing traffic signal
 - No 3 Road/future Bus Mall access: Upgrade of the traffic signal (DCC credits will apply.)
- b. At each of the intersections, all existing pedestrian crosswalks should be upgraded to meet City Centre standards (min. 4.5m wide) as necessary with universal accessibility features (e.g., tactile treatments or equivalent) installed on all wheelchair ramps.

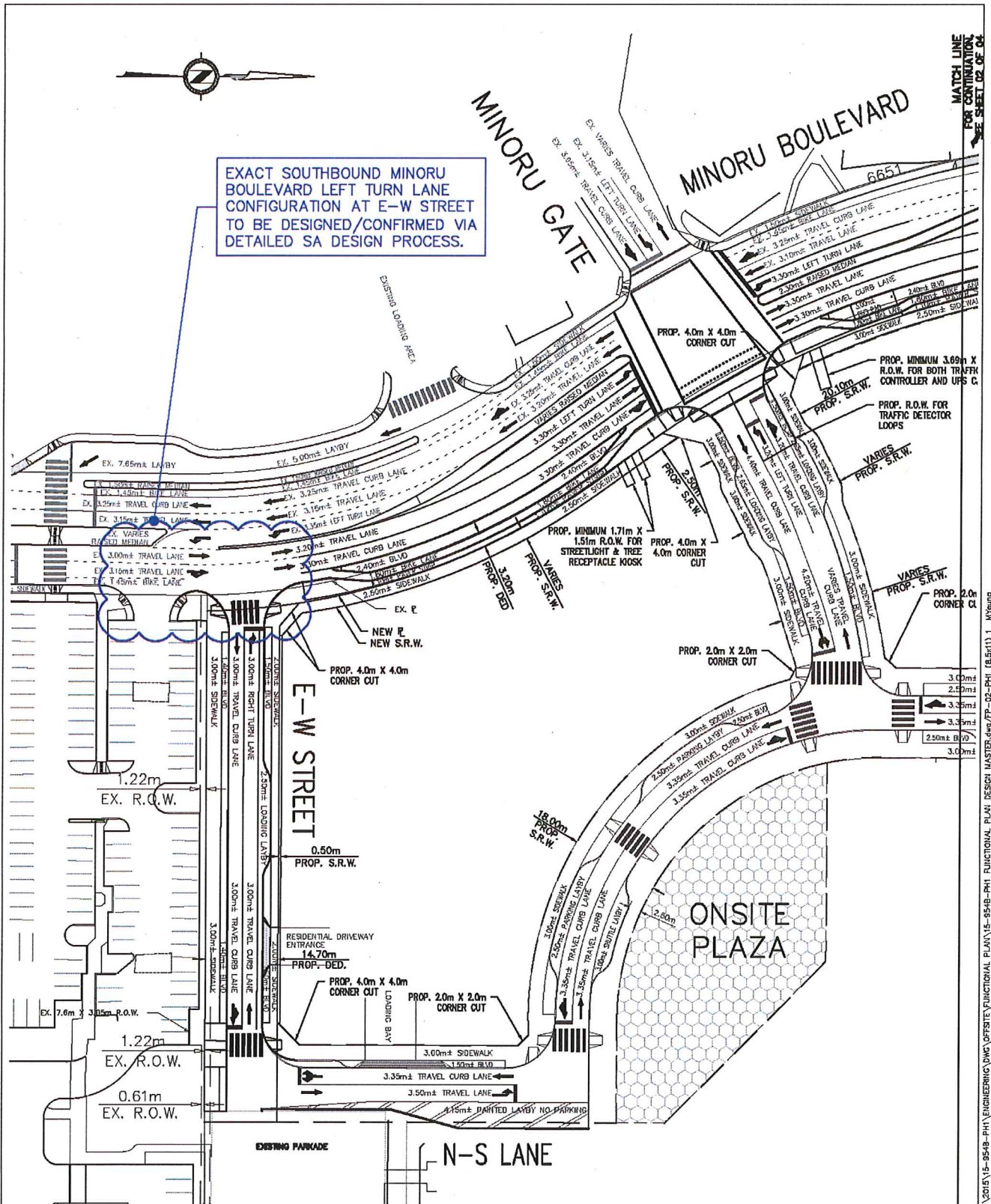
4) Timing of Works:

In general, the improvements noted above shall be completed on a phase-by-phase basis as follows:

- a. Servicing Agreement #1 (generally works within the western portion of the site):
- Minoru Boulevard, from Murdoch Avenue to the proposed East/West Street (as described in 1a)
 - Western ½ of the proposed East/West Street, from Minoru Boulevard to No. 3 Road (as described in 1b)
 - Murdoch Avenue, from Minoru Boulevard to the eastern limit (as described in 1e)
 - All other internal SRW streets within the western ½ of the site (as described in 1f)
 - Intersection upgrades, all intersections along Minoru Boulevard (as described in 1g)
 - Interim works along No. 3 Road, from northern limit of 6088 Minoru Boulevard to approximately 30m south of the future Bus Mall intersection:

- Widen the sidewalk along west side of No. 3 Road to min. 3.0m wide;
 - As necessary, removal of the existing hedge and fence at the northern property line to provide a continuous min. 3.0m wide sidewalk to the neighbouring site to the north;
 - Modify the existing vehicular access off the parkade ramp to physically restrict egress traffic movements onto No. 3 Road; and
 - Install a new vehicular access approximately 30m south which will only allow right-out traffic movement onto No. 3 Road.
- b. Servicing Agreement #2 (generally works within the eastern portion of the site):
- Eastern ½ of the proposed East/West Street, from Minoru Boulevard to No. 3 Road (as described in 1b)
 - No. 3 Road, from northern limit of the site to the proposed East/West Street (as described in 1c)
 - Cook Road, from No. 3 Road to the western limit (as described in 1d)
 - All other internal SRW streets within the eastern ½ of the site (as described in 1f)
 - Intersection upgrades, all intersections along No. 3 Road (as described in 1g)

SCHEDULE H
 Preliminary Functional Road Plan (Phase 1 & Phase 2)



EXACT SOUTHBOUND MINORU BOULEVARD LEFT TURN LANE CONFIGURATION AT E-W STREET TO BE DESIGNED/CONFIRMED VIA DETAILED SA DESIGN PROCESS.

MATCH LINE FOR CONTINUATION SEE SHEET 02 OF 04

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| City of Richmond 8111 No. 3 Road Richmond B.C. V6Y 3C1 | | | | |
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| ISSUE | DESCRIPTION | DR | CH | DATE |
| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |

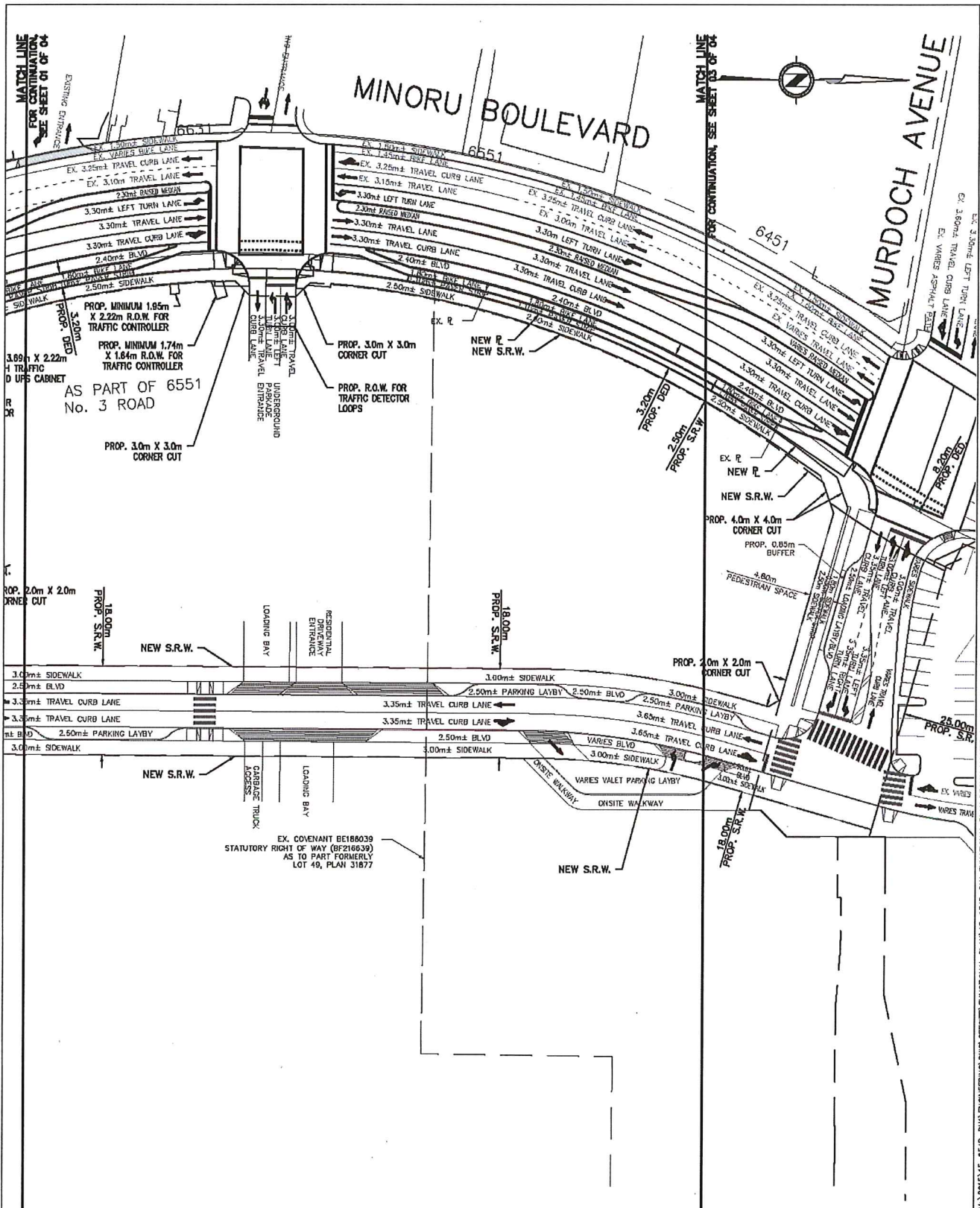
APLIN MARTIN
 ENGINEERING ARCHITECTURE PLANNING SURVEYING

#1818 - 1177 West Hastings Street, Vancouver, B.C. Canada V6E 2K3
 Tel: (604) 678-9434, Fax: (604) 251-9551, Email: g.yeung@aplinmartin.com

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| CITY FILE #: CP 16-752923 | A&M PROJECT No: 15-954B-PH1-OCF-FP-02 |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 1 | |
| DESIGN:MY/RM CHECK:MY DATE: SEP/18 | PROJECT ADDRESS: 6551 No. 3 ROAD |
| DRAWN:RM APPR: MY SCALE: 1:1000 | SHEET No. 01 OF 04 |

Sep 11 2018 - 15:08am

SCHEDULE H
 Preliminary Functional Road Plan (Phase 1 & Phase 2)



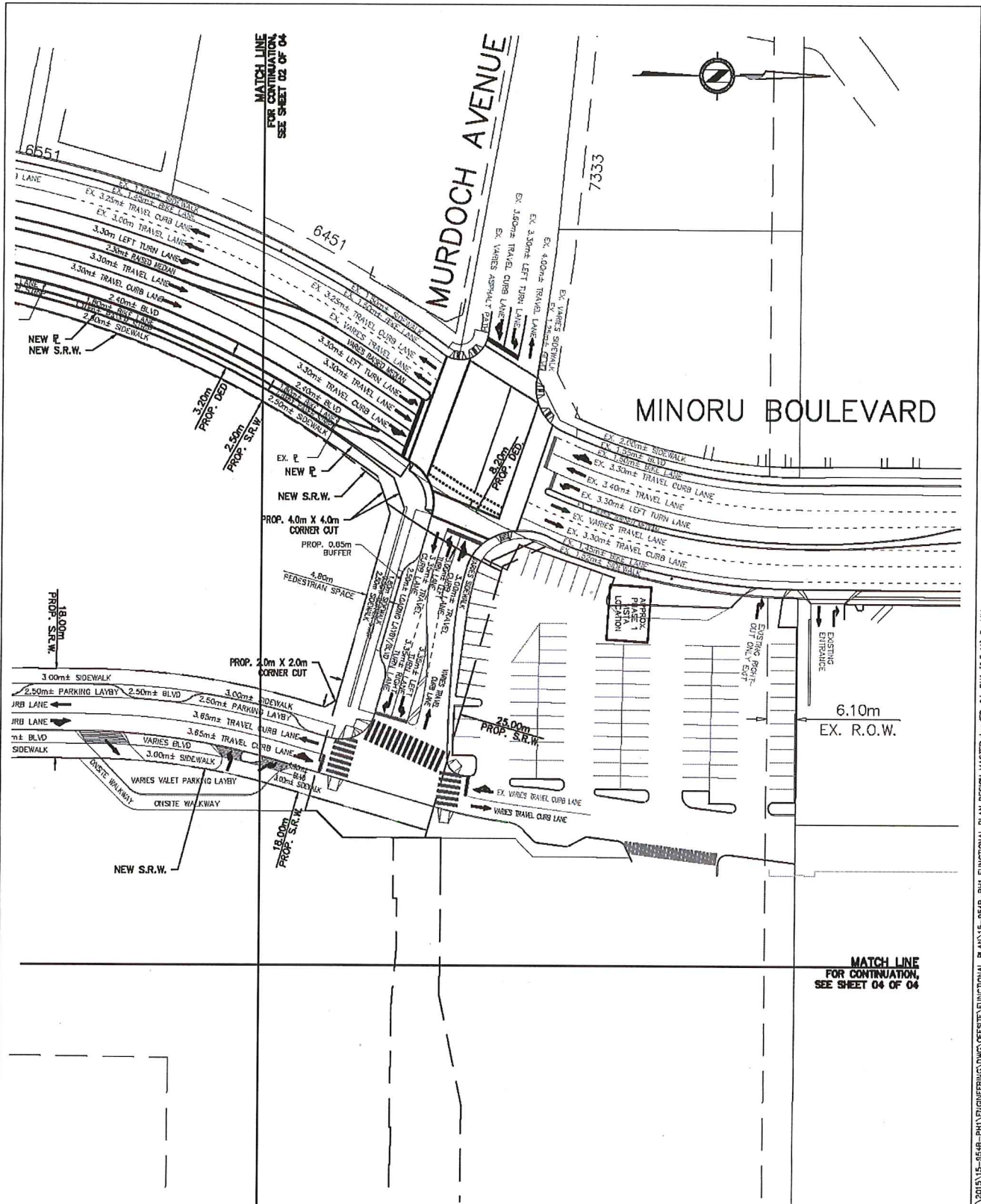
| City of Richmond 8511 No. 3 Road Richmond B.C. V6Y 3C1 | | | | |
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| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |
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 Tel: (604) 678-0454, Fax: (604) 597-9261, Email: g.poon@aplinmartin.com

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| CITY FILE #: | CP 16-752923 | A&M PROJECT No: | 15-954B-PH1-OCF-FP-03 |
| TITLE: | PRELIMINARY FUNCTIONAL PLAN PHASE 1 | | |
| DESIGN:MY/RM | CHECK:MY | DATE: SEP/18 | PROJECT ADDRESS: |
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| SHEET No. | | | 02 OF 04 |

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SCHEDULE H
 Preliminary Functional Road Plan (Phase 1 & Phase 2)



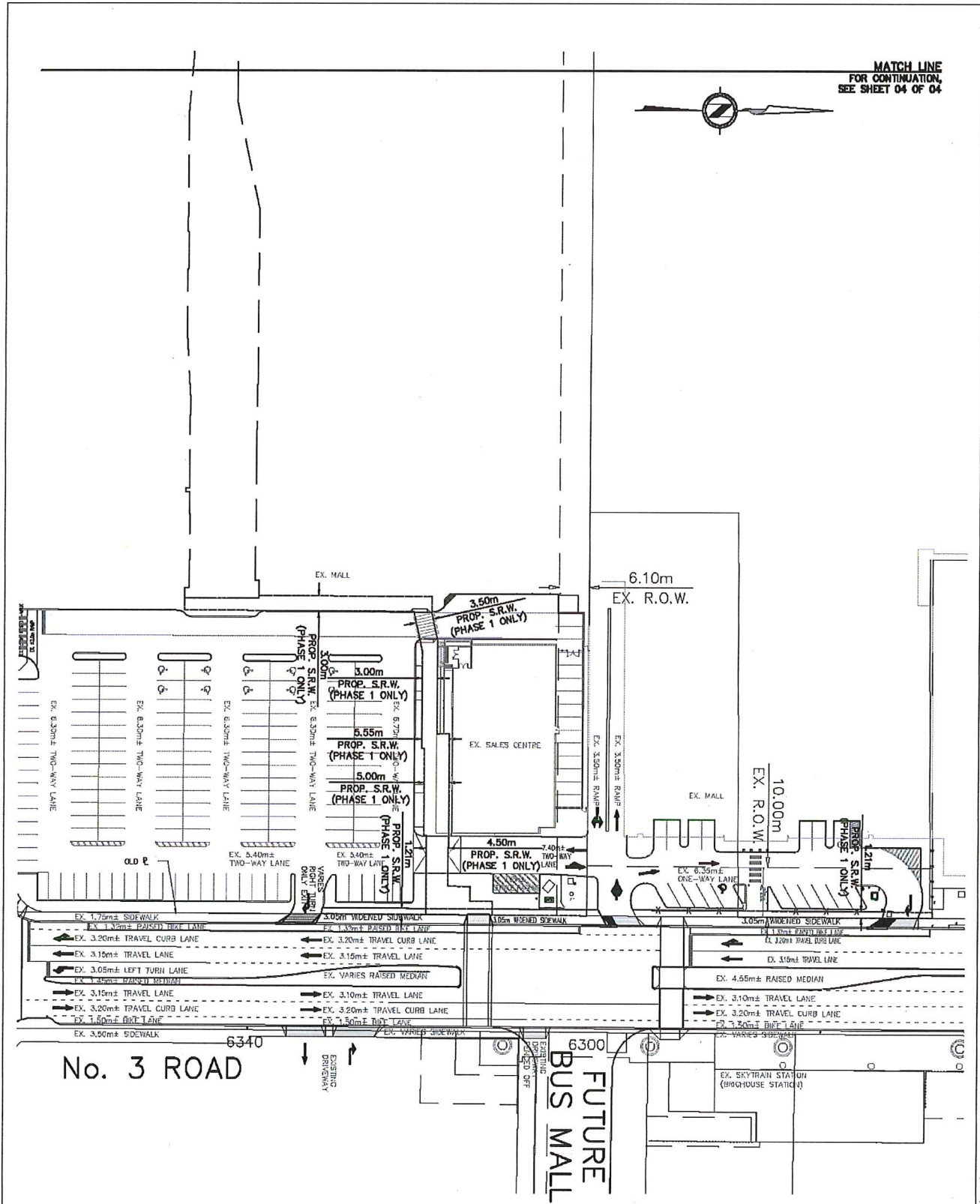
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| ISSUE | DESCRIPTION | DR | CH | DATE |
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 #1010 - 1177 West Heritage Street, Vancouver, B.C. Canada V6E 5K3
 Tel: (604) 676-9454, Fax: (604) 597-9661, Email: general@aplinmartin.com

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| CITY FILE #: CP 16-752923 | A&M PROJECT No: 15-954B-PH1-OCP-FP-04 |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 1 | |
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| DRAWN:RM APPR: MY SCALE: 1:1000 | SHEET No. 03 OF 04 |

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 Sep 11 2018 - 10:14am

SCHEDULE H
Preliminary Functional Road Plan (Phase 1 & Phase 2)



| City of Richmond <small>8811 3 ROAD RICHMOND B.C. V6V 3C1</small> | | | | |
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| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |



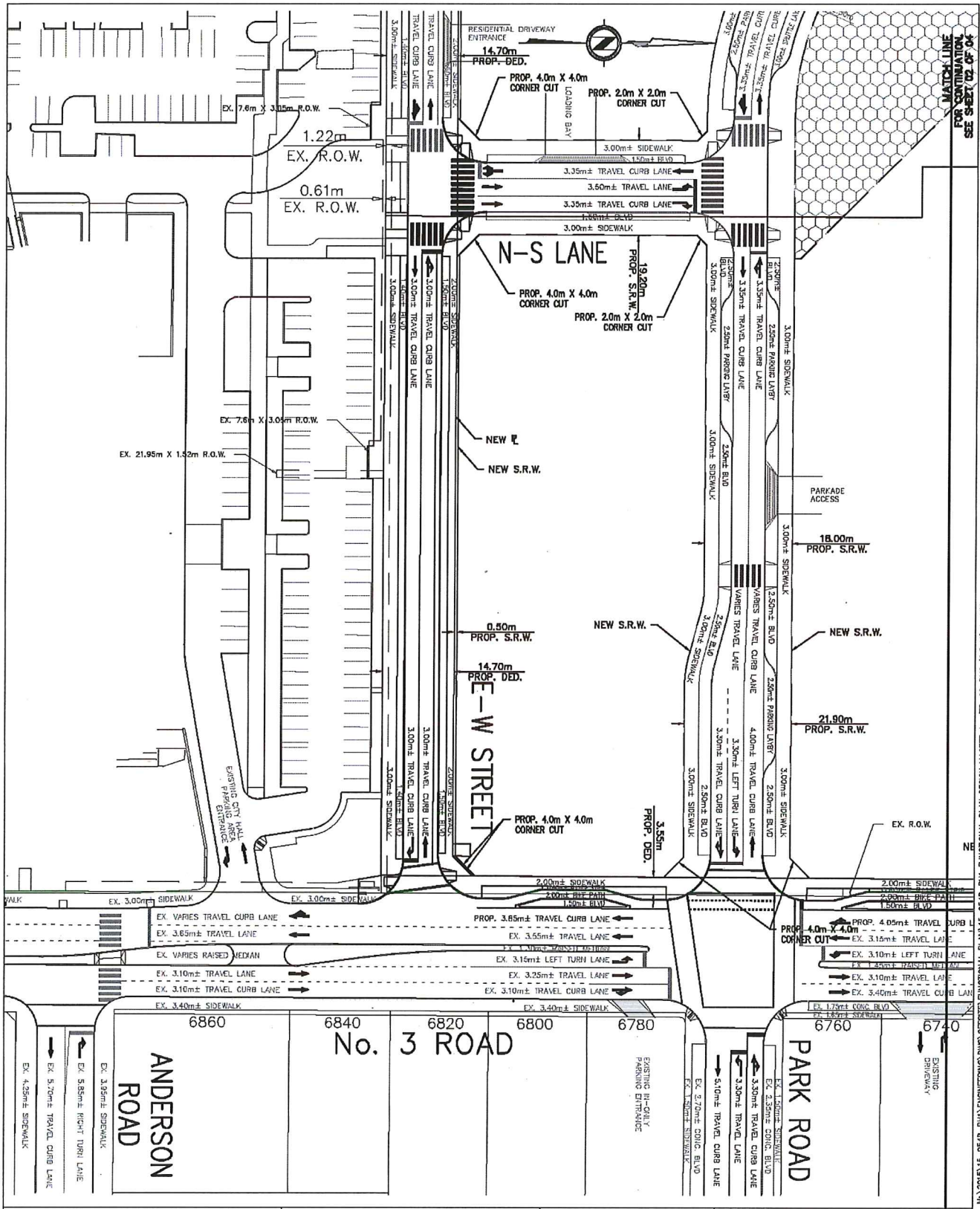
APLIM MARTIN
ENGINEERING ARCHITECTURE PLANNING SURVEYING

#1816 - 1177 West Hastings Street, Vancouver, B.C. Canada V6E 2K3
Tel: (604) 678-9424, Fax: (604) 597-9061, Email: general@aplinmartin.com

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| CITY FILE #: CP 16-752923 | | A&M PROJECT No: 15-954B-PH1-OCP-FP-05 | |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 1 | | | |
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 Sep 11 2018 10:14am

SCHEDULE H
 Preliminary Functional Road Plan (Phase 1 & Phase 2)



City of Richmond
 8811 No. 3 Road Richmond, B.C. V6Y 2G1

| ISSUE | DESCRIPTION | DR | CH | DATE |
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| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |

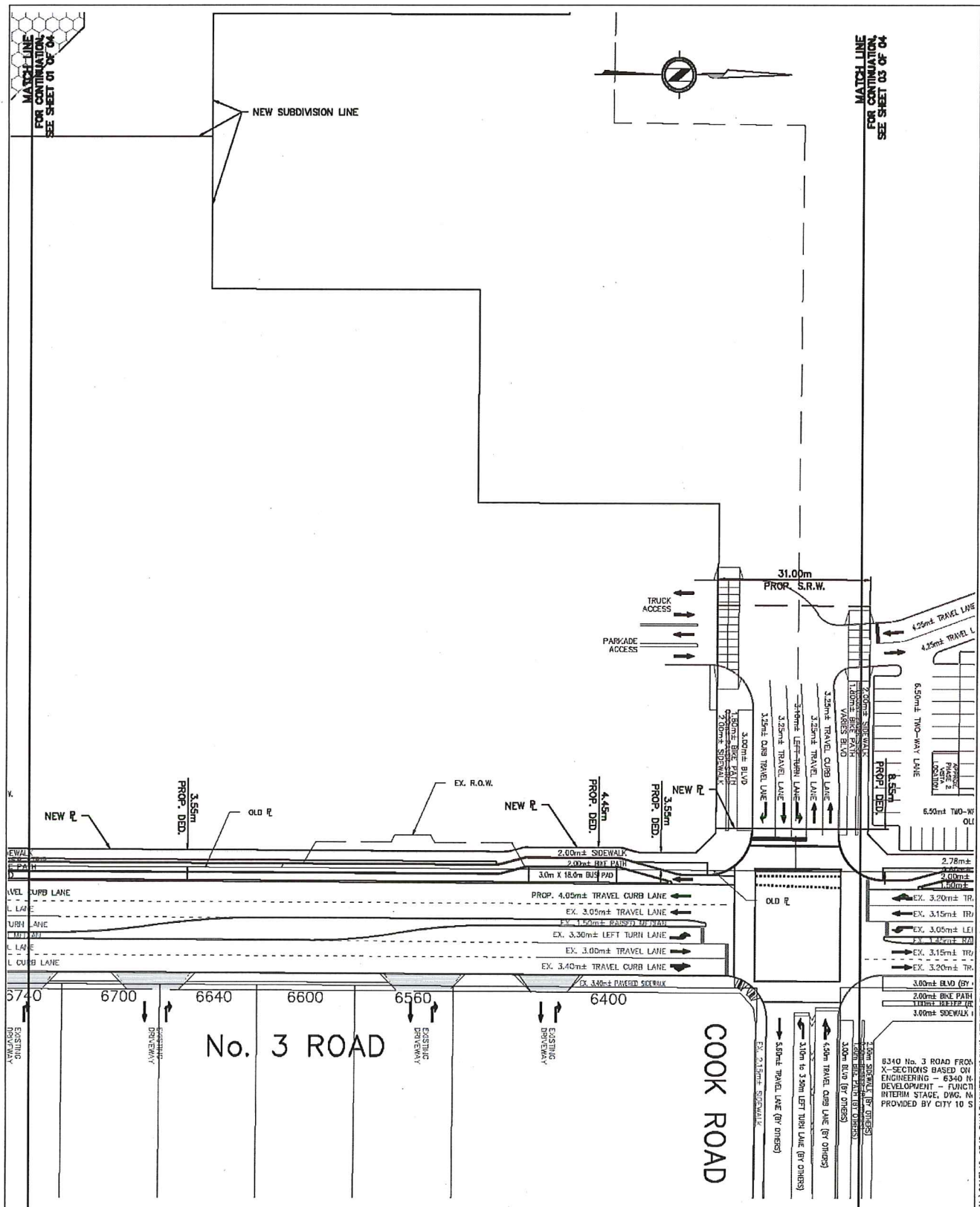
APLIN MARTIN
 ENGINEERING ARCHITECTURE PLANNING SURVEYING

#1818 - 1177 West Hastings Street, Vancouver, B.C. Canada V6E 2K3
 Tel: (604) 678-9434, Fax: (604) 597-9561, Email: general@aplinmartin.com

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| CITY FILE #: CP 16-752923 | A&M PROJECT No: 15-954B-PH1-OCF-FP-06 |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 2 | |
| DESIGN:MY/RM CHECK:MY DATE: SEP/18 | PROJECT ADDRESS: 6551 No. 3 ROAD |
| DRAWN:RM APPR: MY SCALE: 1:1000 | SHEET No. 01 OF 04 |

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 Sep 11 2018 - 10:22am

SCHEDULE H
Preliminary Functional Road Plan (Phase 1 & Phase 2)



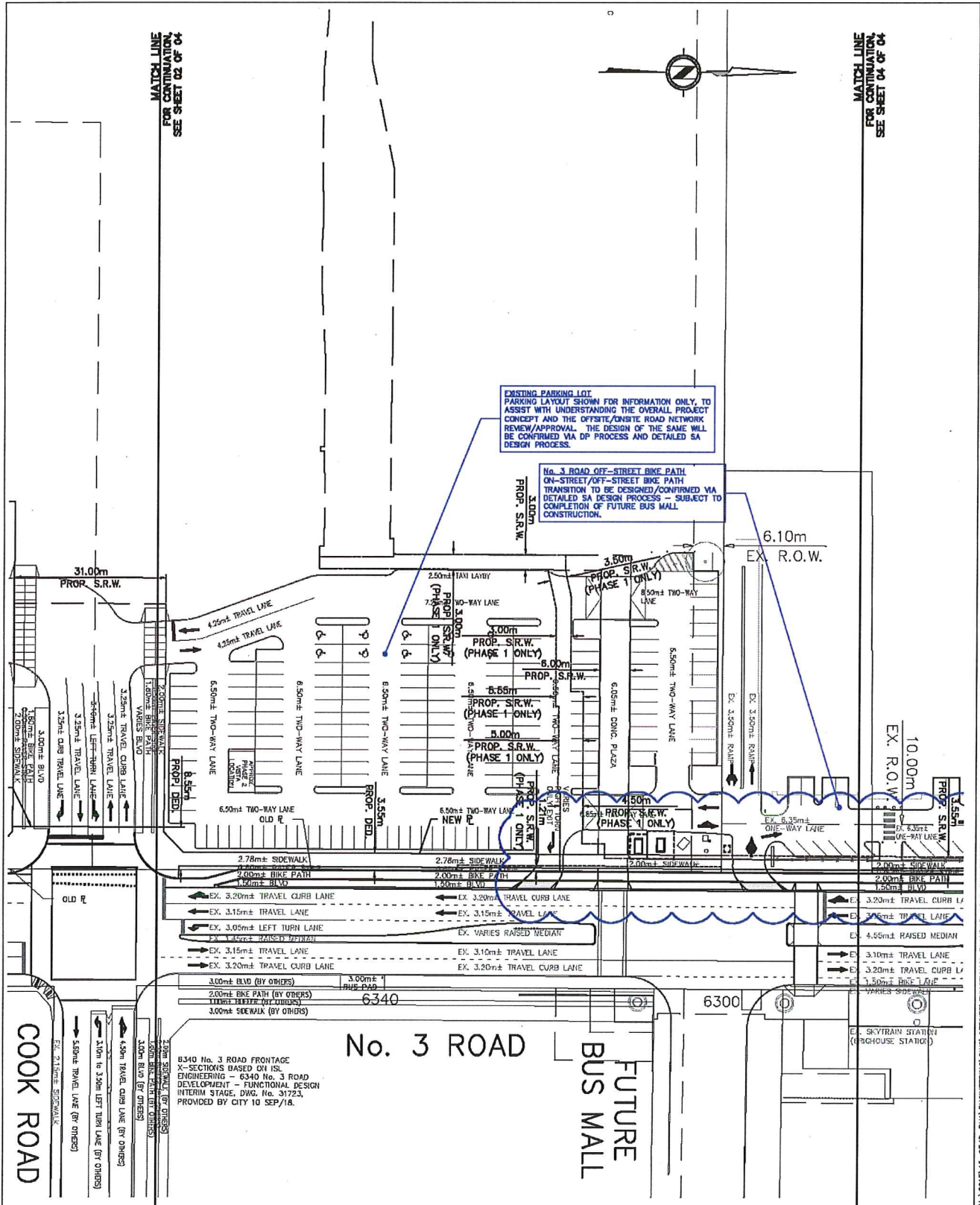
| City of Richmond 8811 No. 3 Road Richmond, B.C. V6Y 3C1 | | | | |
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| ISSUE | DESCRIPTION | DR | CH | DATE |
| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |
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| CITY FILE #: CP 16-752923 | A&M PROJECT No: 15-954B-PH1-OCF-PP-07 | | | |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 2 | | | | |
| DESIGN:MY/RM | CHECK:MY | DATE: SEP/18 | PROJECT ADDRESS: 6551 No. 3 ROAD | SHEET No. 02 OF 04 |
| DRAWN:RM | APPR: MY | SCALE: 1:1000 | | |

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SCHEDULE H
Preliminary Functional Road Plan (Phase 1 & Phase 2)



EXISTING PARKING LOT
PARKING LAYOUT SHOWN FOR INFORMATION ONLY, TO ASSIST WITH UNDERSTANDING THE OVERALL PROJECT CONCEPT AND THE OFFSITE/ONSITE ROAD NETWORK REVIEW/ APPROVAL. THE DESIGN OF THE SAME WILL BE CONFIRMED VIA DP PROCESS AND DETAILED SA DESIGN PROCESS.

No. 3 ROAD OFF-STREET BIKE PATH
ON-STREET/OFF-STREET BIKE PATH
TRANSITION TO BE DESIGNED/CONFIRMED VIA DETAILED SA DESIGN PROCESS - SUBJECT TO COMPLETION OF FUTURE BUS MALL CONSTRUCTION.

MATCH LINE FOR CONTINUATION SEE SHEET 02 OF 04

MATCH LINE FOR CONTINUATION SEE SHEET 04 OF 04

B340 No. 3 ROAD FRONTAGE
X-SECTIONS BASED ON ISL
ENGINEERING - B340 No. 3 ROAD
DEVELOPMENT - FUNCTIONAL DESIGN
INTERIM STAGE, DWG. No. 31723,
PROVIDED BY CITY 10 SEP/18.

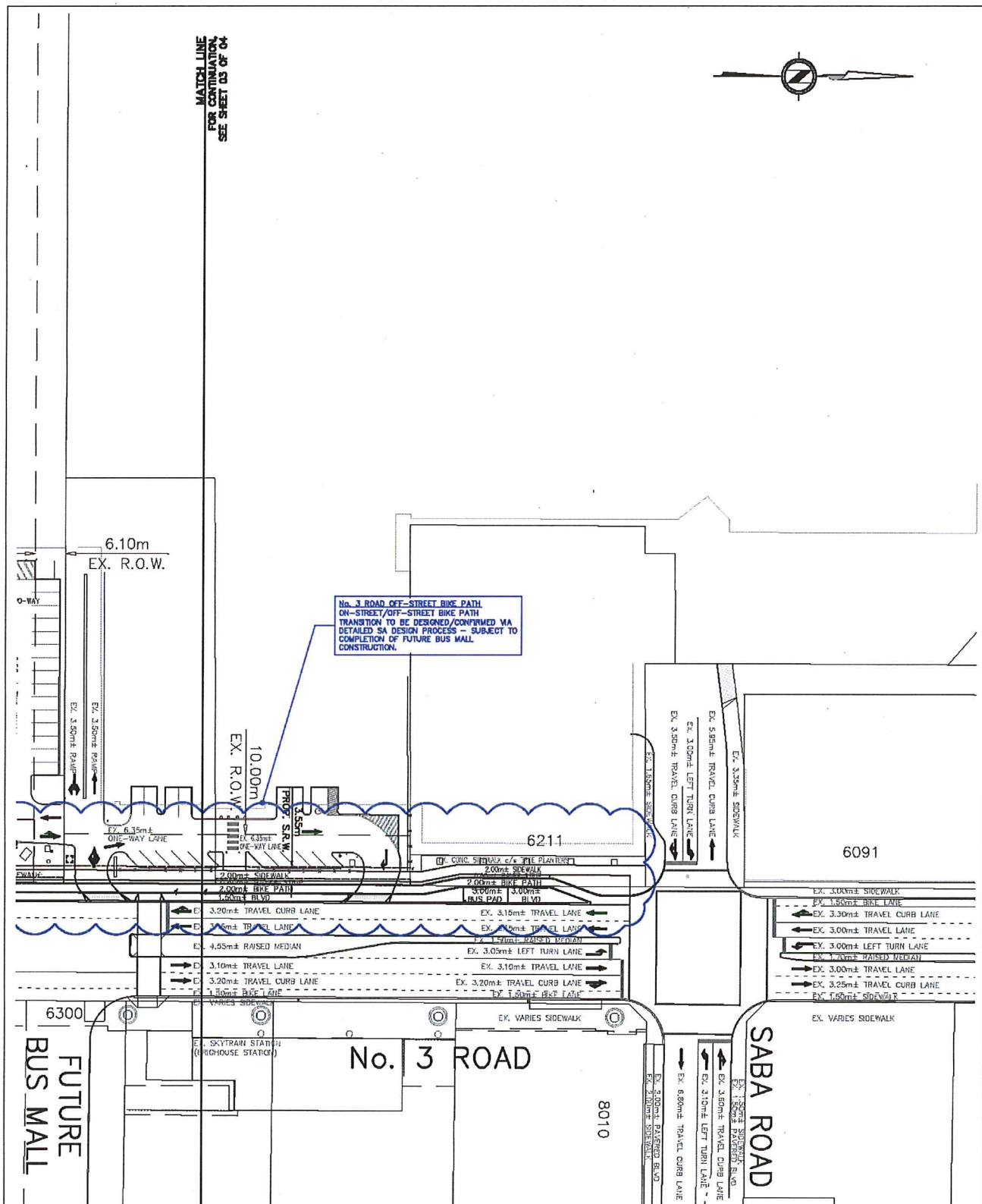
| City of Richmond | | | | |
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| ISSUE | DESCRIPTION | DR | CH | DATE |
| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |



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Tel: (604) 678-9424, Fax: (604) 597-9551, Email: gjeffre@aplinmartin.com

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| CITY FILE #: CP 16-752923 | A&M PROJECT No: 15-954B-PH1-OCF-FP-08 |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 2 | |
| DESIGN:MY/RM CHECK:MY DATE: SEP/18 | PROJECT ADDRESS: 6551 No. 3 ROAD |
| DRAWN:RM APPR: MY SCALE: 1:1000 | SHEET No. 03 OF 04 |

SCHEDULE H
Preliminary Functional Road Plan (Phase 1 & Phase 2)



MATCH LINE FOR CONTINUATION SEE SHEET 03 OF 04



No. 3 ROAD OFF-STREET BIKE PATH
ON-STREET/OFF-STREET BIKE PATH
TRANSITION TO BE DESIGNED/CONFIRMED VIA
DETAILED SA DESIGN PROCESS - SUBJECT TO
COMPLETION OF FUTURE BUS MALL
CONSTRUCTION.

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| ISSUE | DESCRIPTION | DR | CH | DATE |
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| A | ISSUED FOR OCP AMENDMENT CONSIDERATIONS | RM | MY | 10 SEP/18 |
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City of Richmond
6911 No. 3 Road Richmond B.C. V6Y 2C1

APLIN MARTIN
ENGINEERING ARCHITECTURE PLANNING SURVEYING

#1010 - 1177 West Hastings Street, Vancouver, B.C. Canada V6E 2K0
Tel: (604) 676-9434, Fax: (604) 697-9091, Email: g.young@aplinmartin.com

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| CITY FILE #: CP 16-752923 | A&M PROJECT No: 15-954B-PH1-OCF-FP-10 |
| TITLE: PRELIMINARY FUNCTIONAL PLAN PHASE 2 | |
| DESIGN:MY/RM CHECK:MY DATE: SEP/18 | PROJECT ADDRESS: 6551 No. 3 ROAD |
| DRAWN:RM APPR: MY SCALE: 1:1000 | SHEET No. 04 OF 04 |

City Centre “Parking Zone 1” & TDM Strategy Requirements
Terms & Conditions

The following Transportation Demand Management (TDM) measures shall be provided in support of the developer’s proposed reduction in parking, as provided for in the Zoning Bylaw (i.e. maximum 10% reduction, based on City Centre Parking Zone 1 rates):

1) TDM Measures:

- a. Mobility hubs, including:
 - Mobility Hub 1 (Local Hub) within the western portion of the site, with typical elements/features summarized in the Mobility Hub Vision (**Schedule J**), with exact details to be finalized as part of the Phase 1 DP application.
 - Mobility Hub 2 (Regional Hub) within the eastern portion of the site, with typical elements/features summarized in the Mobility Hub Vision (**Schedule J**), with exact details to be finalized as part of the Phase 2 DP application.
- b. For each Phase 1 and Phase 2, provide an end of trip bicycle facilities (showers and changing rooms for retail uses) and maintenance tools located in the bicycle storage area. (Sizes and features to be confirmed through the DP approval processes.)
- c. Bicycle maintenance and repair facilities in each of the residential towers. (Sizes and features to be confirmed through the DP approval processes.)
- d. Transit passes:
 - Residential: monthly transit passes (2-zone for one year) offered to 25% of the market units and 100% of affordable units
 - Retail: \$100,000 for the purchase of 2-zone transit passes or equivalent for use by the employees and customers
- d. Complete off-site improvements to enhance pedestrian walkability at the following locations:
 - Minoru Boulevard/Granville Avenue: Upgrade/enhance existing pedestrian crosswalks and upgrade of the existing traffic signal
 - Minoru Boulevard/Library Crossing: Upgrade of existing pedestrian crosswalk to include stamped and coloured asphalt pavement surface with Duratherm or equivalent
 - No. 3 Road/ Granville Avenue: Upgrade/enhance existing pedestrian crosswalks and upgrade of the existing traffic signal
 - No. 3 Road/ Anderson Road: Upgrade of existing pedestrian crosswalk to include stamped and coloured asphalt pavement surface with Duratherm or equivalent

Note: Pedestrian crosswalk enhancements/upgrades include a wider crosswalk (i.e., min. 4.5m wide) and universal accessibility features installed on all wheelchair ramps. Traffic signal upgrades include the following works but not limited to: install new, upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals) and illuminated street name sign(s).

2) Timing of TDM Implementation:

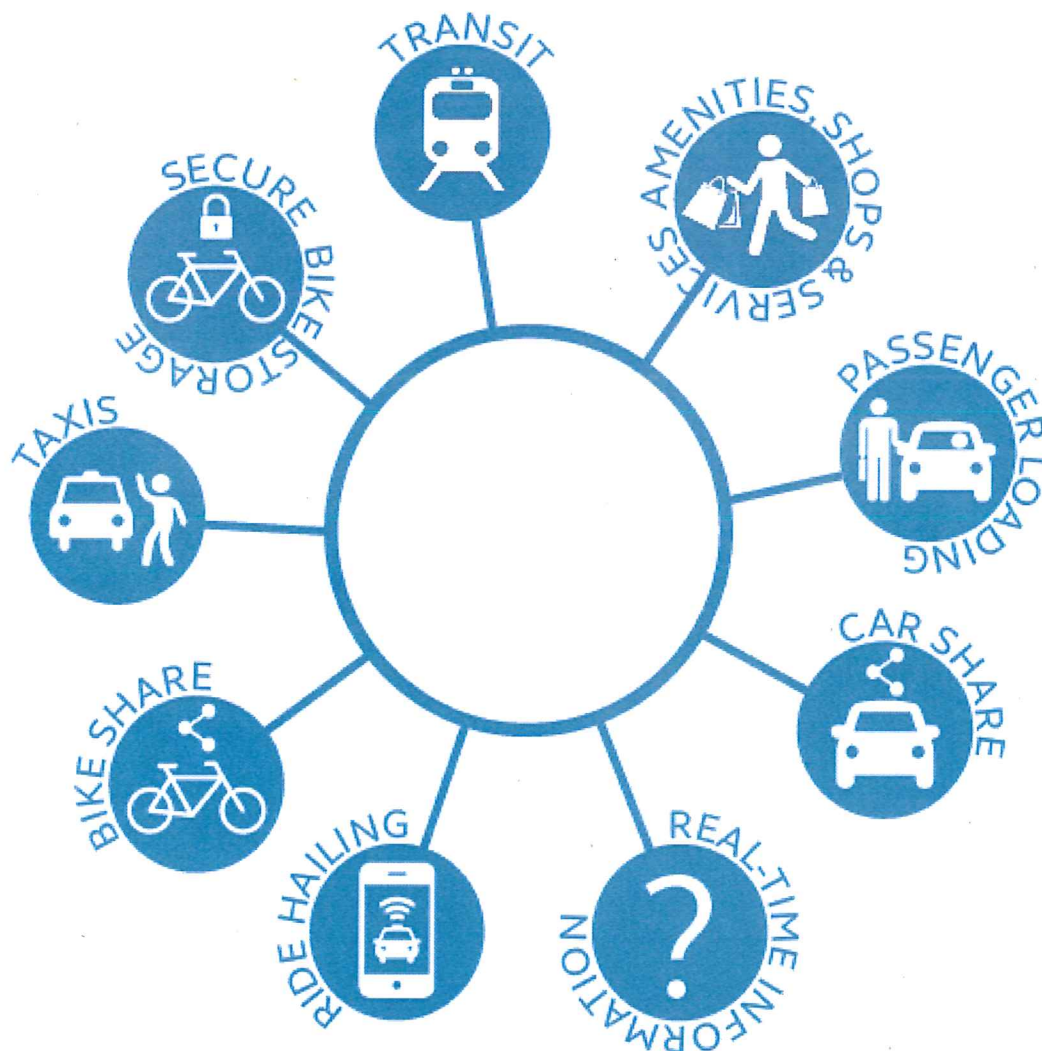
- a. Phase 1:
 - Mobility Hub 1- Local Hub
 - Minoru Boulevard/Granville Avenue: Upgrade/enhance existing pedestrian crosswalks and upgrade of the existing traffic signal
 - Minoru Boulevard/New City Hall Street: Upgrade of existing pedestrian crosswalk to include stamped and coloured asphalt with Duratherm or equivalent
- b. Phase 2:
 - Mobility Hub 2- Regional Hub
 - No. 3 Road/ Granville Avenue: Upgrade/enhance existing pedestrian crosswalks and upgrade of the existing traffic signal
 - No. 3 Road/ Anderson Road: Upgrade of existing pedestrian crosswalk to include stamped and coloured asphalt pavement surface with Duratherm or equivalent

CF Richmond Centre

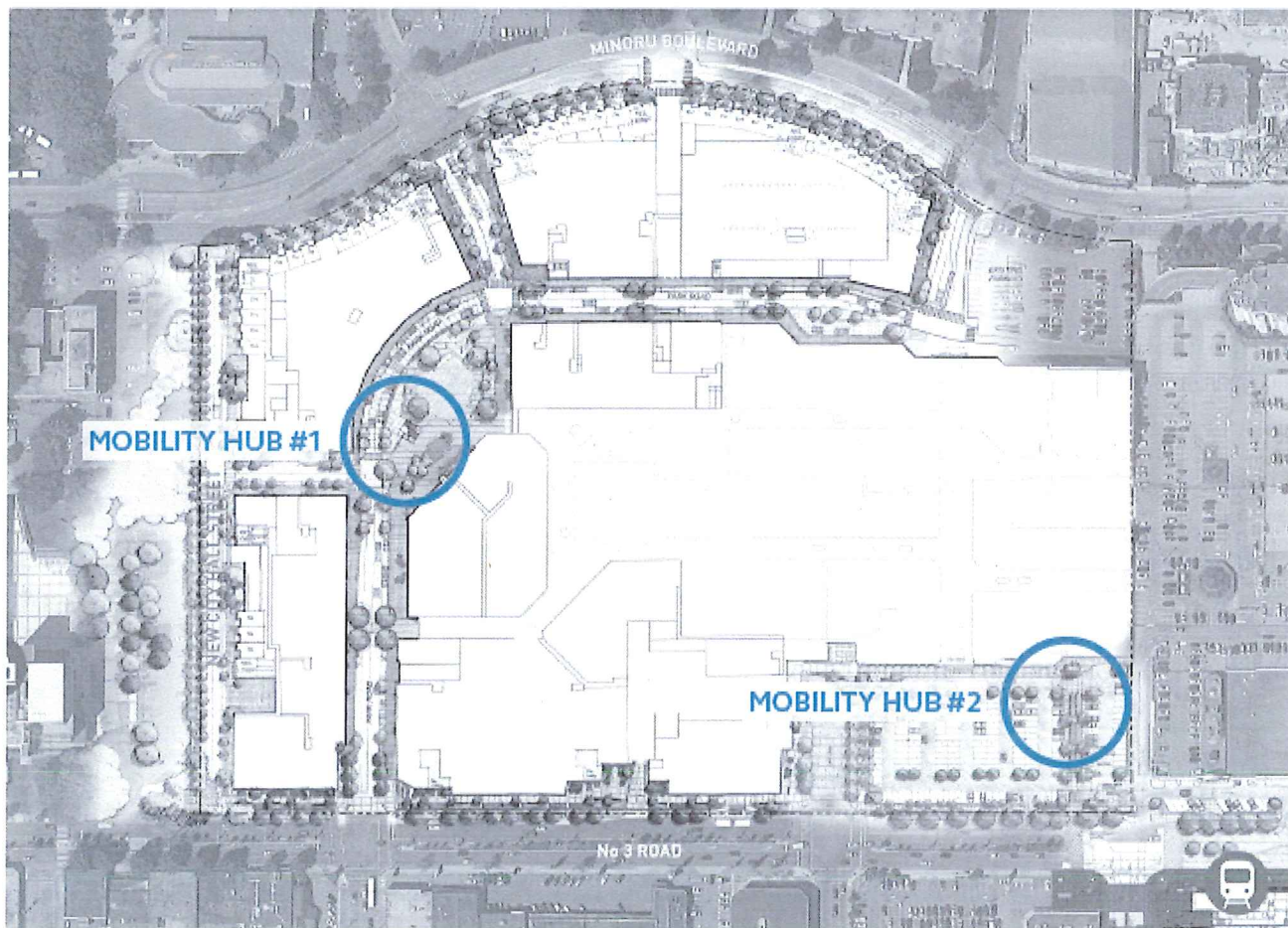
MOBILITY HUB VISION

- PEDESTRIAN CONNECTIONS
- BICYCLE CONNECTIONS
- TRANSIT CONNECTIONS
- VEHICLE CONNECTIONS

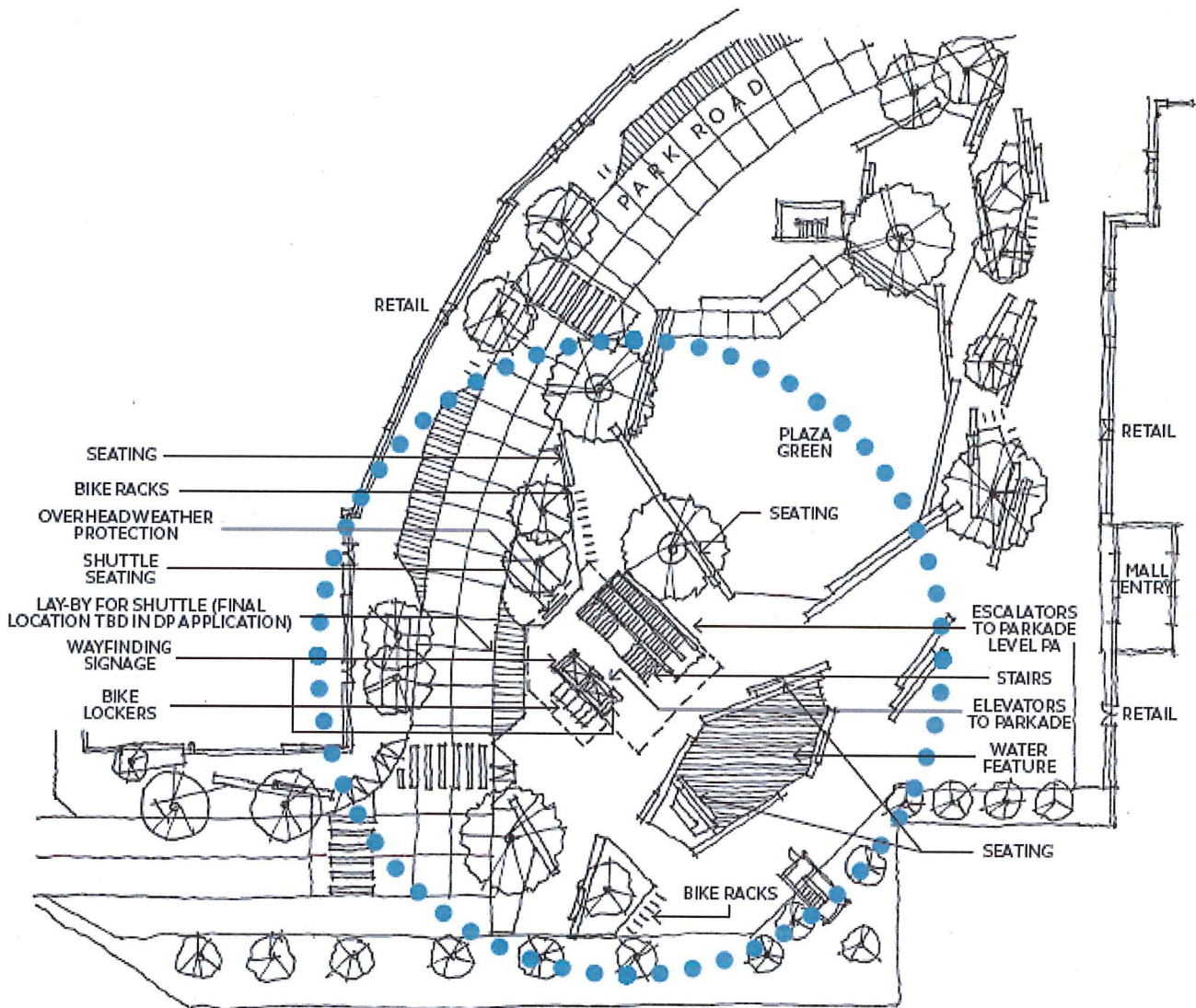
19 June 2018



CF RICHMOND CENTRE SITE PLAN



MOBILITY HUB #1 (LOCAL HUB) CONCEPTUAL PLAN



PLAZA LEVEL PLAN

MOBILITY HUB FEATURES @ GROUND LEVEL

1. SHUTTLE LAY-BY
2. SHUTTLE SEATING AREA
3. BIKE LOCKERS (4-5)
4. BIKE RACKS
5. OVERHEAD WEATHER PROTECTION
6. LIGHTING
7. WAY-FINDING SIGNAGE

*PRELIMINARY ESTIMATE OF MOBILITY MODES AND FEATURES; FINAL PROGRAM TO BE DETERMINED WITH PHASE 1 DP APPLICATION



MOBILITY HUB #1 (LOCAL HUB) CONCEPTUAL VISION



ILLUSTRATIVE VISION

WEATHER
PROTECTION

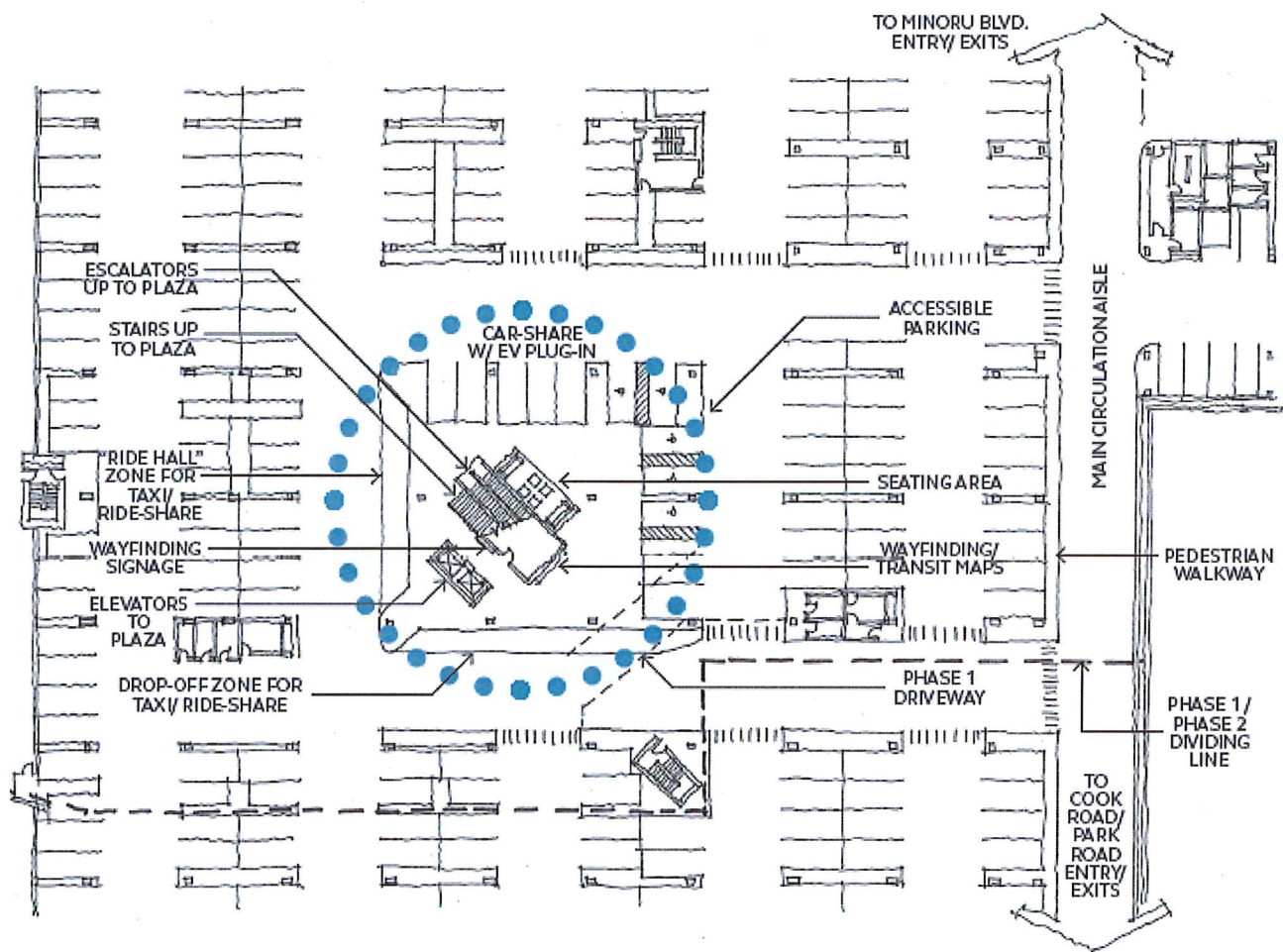
BIKE
LOCKERS

WAYFINDING
SIGNAGE

SEATING

ELEVATORS/ STAIRS/
ESCALATORS/
DOWN TO PA LEVEL
PARKING

MOBILITY HUB #1 (LOCAL HUB) CONCEPTUAL PLAN



PA LEVEL PLAN

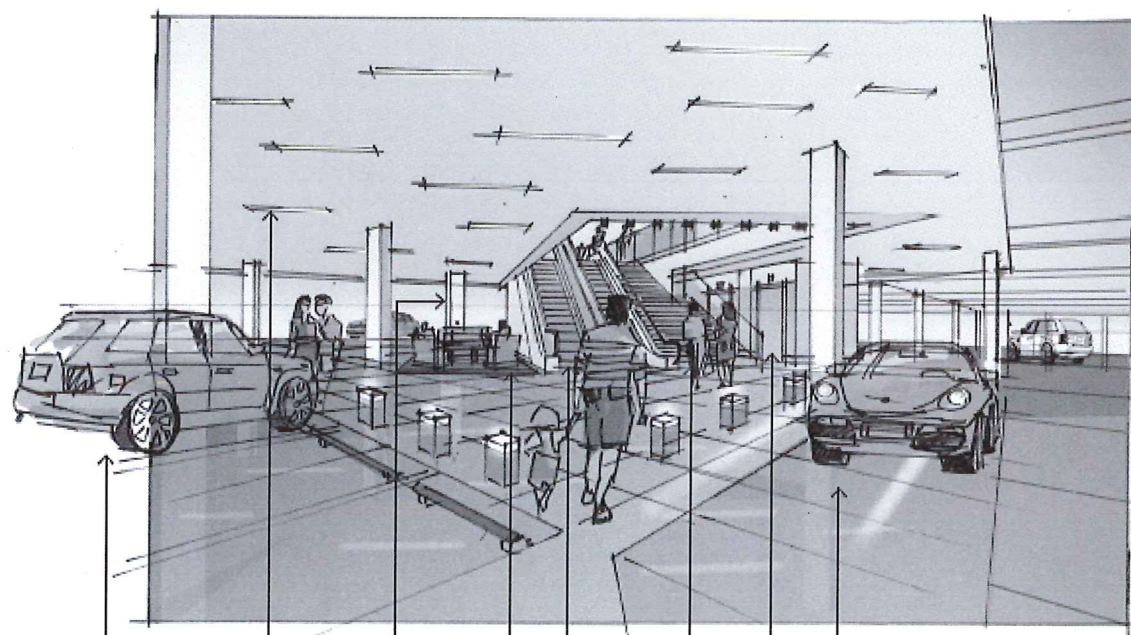


MOBILITY HUB FEATURES UNDERGROUND @ LEVEL PA

1. CAR SHARE VEHICLES (3-4)
2. CAR SHARE PARKING SPACES (W/ EV PLUG-IN) (RESERVED PARKING FOR CAR-SHARE VEHICLES) (3-4)
3. TAXI PARKING / PICK-UP / DROP-OFF (4-5)
4. SEATING / WAITING AREA
5. WAY-FINDING SIGNAGE
6. TRANSIT MAPS / SCHEDULES
7. LIGHTING

*PRELIMINARY ESTIMATE OF MOBILITY MODES AND FEATURES; FINAL PROGRAM TO BE DETERMINED WITH PHASE 1 DP APPLICATION

MOBILITY HUB #1 (LOCAL HUB) CONCEPTUAL VISION



ILLUSTRATIVE VISION

CAR-SHARE
PARKING
(W/ EV)

QUALITY
LIGHTING

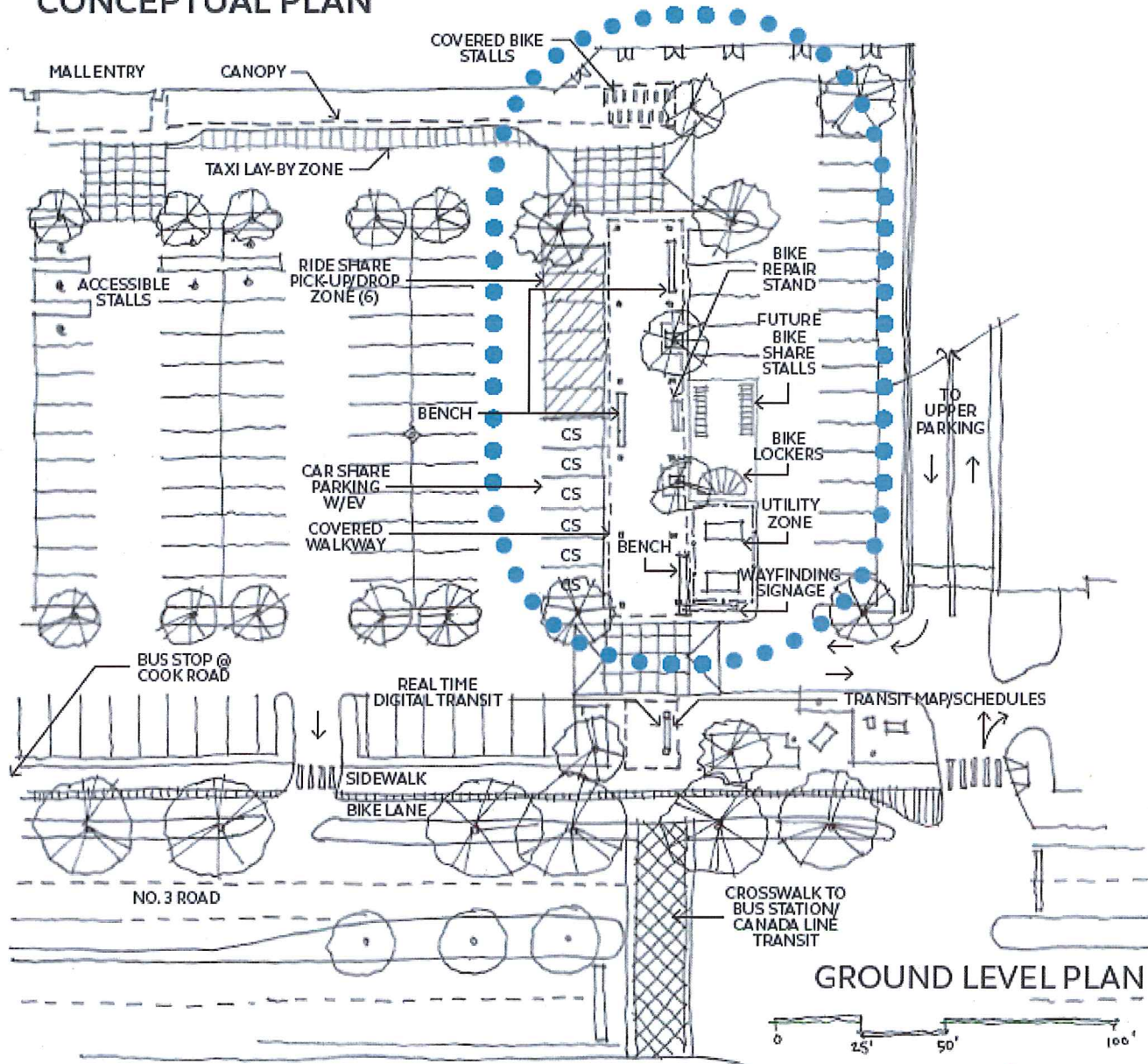
WAYFINDING
SIGNAGE

SEATING
AREA

ESCALATORS/
STAIRS/ ELEVATORS
UP TO PLAZA LEVEL/
MALL ENTRY

"RIDE HALL"
ZONE FOR
TAXI/ RIDE-
SHARE

MOBILITY HUB #2 (REGIONAL HUB) CONCEPTUAL PLAN

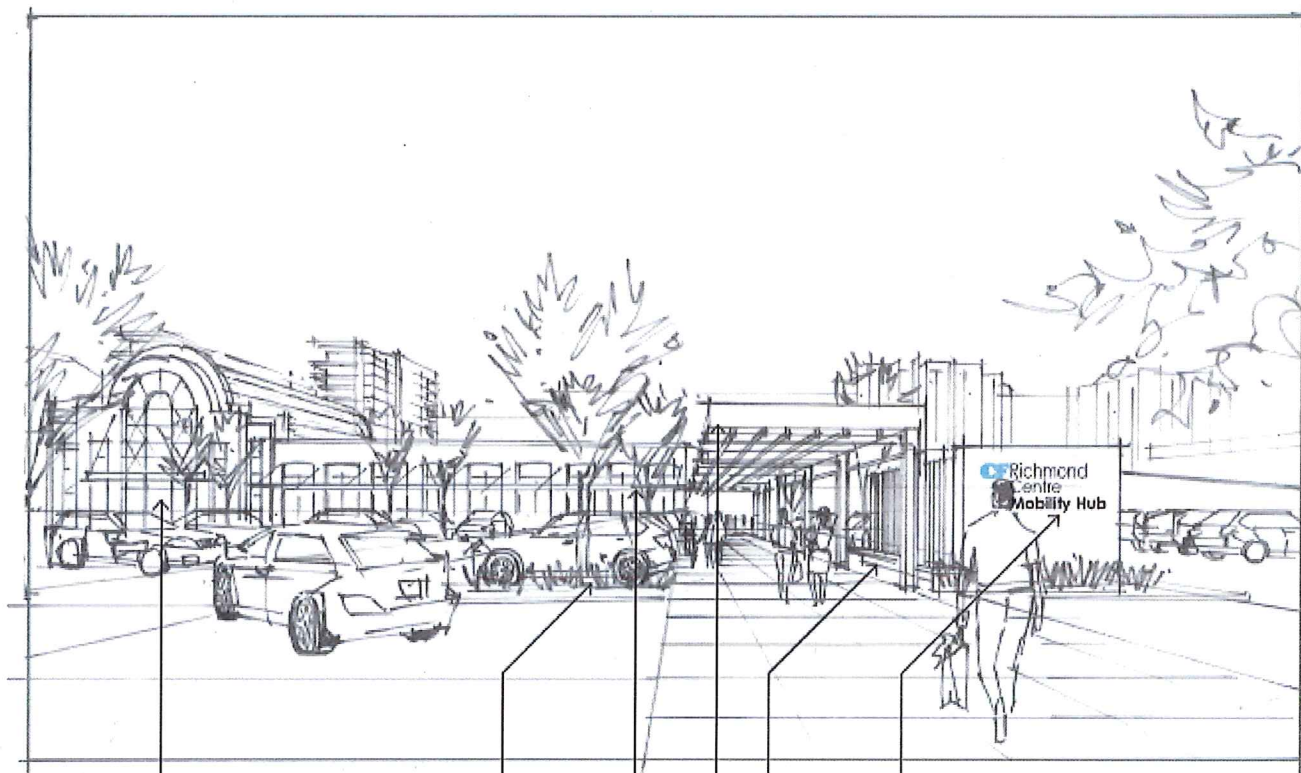


GROUND LEVEL PLAN

MOBILITY HUB FEATURES

- | | | |
|--|---|---|
| <ol style="list-style-type: none"> 1. RIDE SHARE VEHICLES (5-6) 2. CAR SHARE PARKING SPACES (W/ EV PLUG-IN) (RESERVED PARKING FOR CAR-SHARE VEHICLES) (5-6) 3. TAXI PARKING / PICK-UP / DROP-OFF (4-5) 4. COVERED BICYCLE STALLS (20-25) 5. BICYCLE LOCKERS (4-5) 6. BIKE SHARE SPACES DOCKED SYSTEM OR IF DOCKLESS; PROVIDE "PARKING ZONE" (10-12) 7. BICYCLE REPAIR STAND (TOOLS: I.E. WRENCHES, PUMP, ETC) (1) | <ol style="list-style-type: none"> 8. WATER FOUNTAIN / BOTTLE FILL STATION 9. COVERED WALKWAYS 10. BENCHES / SEATING AREA 11. LIGHTING 12. WAY-FINDING SIGNAGE 13. MAP / TRANSIT MAP / SCHEDULES 14. REAL TIME DIGITAL TRANSIT MESSAGE BOARD 15. BUS SHELTER W/ BENCHES (ADJACENT @ COOK ROAD AND AT BUS STATION) | <p>*PRELIMINARY ESTIMATE OF MOBILITY MODES AND FEATURES; FINAL PROGRAM TO BE DETERMINED WITH PHASE 1 DP APPLICATION</p> |
|--|---|---|

MOBILITY HUB #2 (REGIONAL HUB) CONCEPTUAL VISION



ILLUSTRATIVE VISION

MALL ENTRY

CAR-SHARE
PARKING
(W/ EV)

COVERED
WALKWAY

BENCH
SEATING

WAYFINDING
SIGNAGE

Additional Development Requirements
Terms & Conditions

1. **NAV Canada Building Heights:** Prior to Development Permit* issuance, on a lot-by-lot basis, the developer shall submit a letter of confirmation from a registered surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.
2. **Family-Friendly Housing Unit Mix:** Prior to Development Permit* issuance, on a lot-by-lot basis, in whole or in part, the developer shall demonstrate that the development provides for a housing unit mix that includes at least 50% 2- and 3-bedroom, "family-friendly" units (in some combination of market-ownership, market rental, and affordable housing units) or as otherwise determined to the satisfaction of the Director of Development and Manager of Community Social Services through the Development Permit* approval processes. Prior to Development Permit* issuance, the developer may be required to register legal agreement(s) on title to one or both lots to secure the developer's commitment to designing and constructing the approved housing unit mix, as determined to the City's satisfaction.
3. **Public Art:** Prior to Development Permit* issuance, on a lot-by-lot basis, covenant(s) and/or alternative legal agreement(s) shall be registered on title to Lot 1 (West) and Lot 2 (East), to the satisfaction of the City, securing the owner's commitment to voluntarily contribute towards public art, on a lot-by-lot basis, in compliance with the Council-approved private development public art program policy and/or related requirements in effect at the time of development approval. The covenant and/or alternative legal agreement(s) shall include various development holds for the purpose of securing the developer's public art contribution in accordance with City policy and shall include, but may not be limited to, the preparation of a detailed public art plan for each lot, Council and/or advisory committee approval(s), the delivery of the developer's contribution in some combination of cash and/or security (Letter of Credit), and the installation and maintenance of the public art on City property and/or within statutory rights of way(s) on the lots, all at the developer's/owner's sole cost. More specifically:
 - 3.1. "No development" shall be permitted on Lot 1 (West) and/or Lot 2 (East), restricting Development Permit* issuance, on a lot-by-lot basis, for any building on Lot 1 (West) and Lot 2 (East) that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion, until the developer:
 - 3.1.1. Submits a Detailed Public Art Plan for the lot, to the satisfaction of the City, that:
 - a) Includes the entirety of the lot, together with related public open space and public road, as determined to the City's satisfaction;
 - b) Is prepared by an appropriate professional and based on the Richmond Public Art Program, City Centre Public Art Plan, and any relevant supplementary public art and heritage planning undertaken by the City for Brighthouse Village, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services (including review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services); and
 - c) Account for the full value of the developer's voluntary public art contribution for the lot, which value shall be based on:
 - i) The maximum buildable floor area approved under the Development Permit* for the lot, excluding standard floor area ratio (FAR) exemptions and affordable housing; and
 - ii) Minimum rates of:
 - For Lot 1 (West): \$0.83 per buildable square foot of residential uses and \$0.44 per buildable square foot of non-residential uses; and
 - For Lot 2 (East): The applicable Council-approved rate(s) in effect at the time of Development Permit* issuance;
 - 3.1.2. Registers legal agreement(s) on title to facilitate the implementation of the City-approved Detailed Public Art Plan for the lot, to the City's satisfaction; and

- 3.1.3. Submits a Letter of Credit and/or cash (as determined at the sole discretion of the City) to secure the developer's implementation of the City-approved Detailed Public Art Plan for the lot, the value of which shall be at least the full value of the developer's voluntary public art contribution for the lot as set out in the City-approved Public Art Plan.
- 3.2. "No occupancy" shall be permitted on Lot 1 (West) or Lot 2 (East), restricting final Building Permit* inspection granting occupancy, on a lot-by-lot basis, for any building on the lot that includes any residential use and/or increase in gross leasable floor area on the lot, as determined in the City's discretion, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), for which the City-approved Detailed Public Art Plan requires the developer's implementation of a public artwork(s) until:
- 3.2.1. The developer, at the developer's sole expense, commissions an artist(s) to conceive, create, manufacture, design, and oversee or provide input about the manufacturing of the public artwork, and causes the public artwork to be installed on City property, if expressly permitted by the City, or within a statutory right-of-way on the developer's lands (which right-of-way shall be to the satisfaction of the City for rights of public passage, public art, and related purposes, in accordance with the City-approved Detailed Public Art Plan);
- 3.2.2. The developer, at the developer's sole expense and within thirty (30) days of the date on which the public art is installed, executes and delivers to the City a transfer of all of the developer's rights, title, and interest in the public artwork to the City if on City property or to the subsequent Strata or property owner if on private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services; and
- NOTE: It is the understanding of the City that the artist's rights, title, and interest in the public artwork will be transferred to the developer upon acceptance of the artwork based on an agreement solely between the developer and the artist. These rights will in turn be transferred to the City if on City property, subject to approval by Council to accept the transfer of ownership of the artwork.
- 3.2.3. The developer, at the developer's sole expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Detailed Public Art Plan, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include:
- Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
 - A statutory declaration, satisfactory to the City Solicitor, confirming that the developer's financial obligation(s) to the artist(s) have been fully satisfied;
 - The maintenance plan for the public art prepared by the artist(s); and
 - Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.
4. ***Electric Vehicle (EV) Charging Infrastructure for Vehicles & "Class 1" Bicycle Storage:*** Prior to Development Permit* issuance, on a lot-by-lot basis, covenant(s) and/or alternative legal agreement(s) shall be registered on title to Lot 1 (West) and Lot 2 (East), to the satisfaction of the City, securing the owner's commitment to voluntarily provide, install, and maintain EV charging infrastructure within the building on Lot 1 (West), Lot 2 (East), and Remainder Lot (North) for the use of the building's residents, commercial tenants, and others as determined to the satisfaction of the City through an approved Development Permit*. More specifically, the minimum permitted rates for EV charging infrastructure shall be as indicated in the following table or as per the Official Community Plan or Zoning Bylaw rates in effect at the time of Development Permit* approval, whichever is greatest.

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

(1) “Vehicle Parking” “Energized Outlet” shall mean all the wiring, electrical equipment, and related infrastructure necessary to provide Level 2 charging (as per SAE International’s J1772 standard) or higher to an electric vehicle.

NOTE: Richmond’s Electric Vehicle Charging Infrastructure Bylaw provides that, where an electric vehicle energy management system is implemented, the Director of Engineering may specify a minimum performance standard to ensure a sufficient rate of electric vehicle charging. For the purposes of the Bylaw, electric vehicle energy management system means a system to control electric vehicle supply equipment electrical loads comprised of monitor(s), communications equipment, controller(s), timer(s), and other applicable devices.

(2) “Class 1 (Secured) Bike Storage” “Energized Outlet” shall mean an operational 120V duplex outlet for the charging of an electric bicycle and all the wiring, electrical equipment, and related infrastructure necessary to provide the required electricity for the operation of such an outlet.

5. **Tree Retention, Removal & Replacement:** Prior to Development Permit* issuance, on a lot-by-lot basis, as per standard City policy and procedures, the developer shall, based on a Certified Arborist’s Report approved by the City, register legal agreement(s) on title to the lot, submit security and/or cash-in-lieu compensation, and/or implement other measures, to the satisfaction of the City, with respect to the retention, removal, and replacement of on-site and off-site (City) trees impacted by the proposed development.

Standard City Legal Requirements
Terms & Conditions

1. **Flood Construction Covenants:** Registration of flood indemnity covenants on title to Lot 1 (West), Lot 2 (East), and Remainder Lot (North), as per Flood Plain Designation and Protection Bylaw, Area “A” (i.e. minimum flood construction level of 2.9 m GSC).
2. **Aircraft Noise Covenants:** Registration of the City’s standard aircraft noise sensitive development (ANSD) covenants on title to Lot 1 (West), Lot 2 (East), and Remainder Lot (North). The owner-developer shall notify all initial purchasers of the potential aircraft noise impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit* and Building Permit* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions comply with the City’s Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur.

Maximum interior noise levels (decibels) within dwelling units must achieve CMHC standards follows:

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

Applicable ANSD covenants shall include:

- a) Lot 1 (West): Mixed use covenant;
 - b) Lot 2 (East): Mixed use covenant; and
 - c) Remainder Lot (North): Non-sensitive use covenant.
3. **Canada Line Covenants:** Registration of a legal agreement(s) on title to Lot 2 (East) and Remainder Lot (North) requiring that the proposed development on the lots must be designed and constructed in a manner that mitigates potential Canada Line impacts (e.g., noise from trains and public areas, vibration, overlook, light spillage) on proposed adjacent dwelling units and other potential sensitive uses. The owner-developer shall notify all initial purchasers of the potential Canada Line impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit* and Building Permit* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrate that, among other things, for residential uses the interior noise levels and thermal conditions comply with City objectives including, for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting), compliance with the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur and, for maximum interior noise levels (decibels) within dwelling units, CMHC standards as per the above table with respect to the “Aircraft Noise” agreement.
 4. **View Blockage & Other Development Impacts Covenants:** Registration of a restrictive covenant(s) on title to Lot 1 (West) and Lot 2 (East), to the satisfaction of the City, requiring that development on the lots must be designed and constructed in a manner that mitigates potential development impacts including without limitation view obstruction, increased shading, increased overlook, reduced privacy, increased ambient noise, increased ambient night-time light, and increased public use of fronting streets, sidewalks, and open spaces caused by or experienced as a result of, in whole or in part, development on the lands and future development on or the use of surrounding properties. In particular, the covenant shall notify residential tenants in mixed use buildings of potential noise and/or nuisance that may arise due to proximity to retail, restaurant, other commercial, and community uses and activities. The owner-developer shall notify all initial purchasers of the potential development impacts. Through the Development Permit* approval processes, the developer shall submit a report(s) to the City, to be attached to the legal agreement(s), prepared by an appropriate registered professional, which demonstrates that adequate development impact mitigation measures will be incorporated into the building design. Prior to Building Permit* issuance and final Building Permit* inspection granting occupancy, on a lot-by-lot basis, in whole or in part, the developer shall submit letter(s) of

Initial: _____

confirmation prepared by an appropriate registered professional, which confirms that the building design and construction comply with the report(s) approved at Development Permit* stage.

5. **Tandem Parking Covenants:** Registration of a legal agreement(s) on title to Lot 1 (West) and Lot 2 (East) for the purpose of ensuring that:
- a) For Valet Commercial Parking: Where the owner operates a valet parking service, to the satisfaction of the City, two parking spaces may be provided in a tandem arrangement for the use of commercial business owners, tenants, employees, and/or customers and/or the general public as determined to the satisfaction of the City and approved through a Development Permit*, which may include the registration of legal agreement(s) on title if required by the City;
 - b) For Market-Ownership Residential Parking: Where two parking spaces are provided in a tandem arrangement for the use of the occupants of residential dwellings (excluding affordable housing and market rental dwellings), as per the Zoning Bylaw, both parking spaces must be assigned to the same dwelling unit; and
 - c) Elsewhere: Tandem parking shall be prohibited for all other purposes including, but not limited to, parking for residential visitors, affordable housing and market rental dwellings, commercial uses (except those commercial uses served by Valet Commercial Parking, as determined to the satisfaction of the City and approved through a Development Permit*), child care, community amenity uses, and car-share spaces.

