



City of Maple Ridge

PUBLIC HEARING

July 18, 2017

CITY OF MAPLE RIDGE

PUBLIC HEARING AGENDA
July 18, 2017
7:00 p.m.
Council Chambers, 1st Floor, City Hall

The purpose of the Public Hearing is to allow all persons who deem themselves affected by any of these bylaws a reasonable opportunity to be heard before Council on the matters contained in the bylaws. Persons wishing to speak for or against a bylaw will be given opportunities. You will be asked to give your name and address. Please note that all written submissions provided in response to this consultation including names and addresses will become part of the public record which includes the submissions being made available for public inspection. Further consideration of bylaws on this agenda will be at the next regular Council meeting. The meeting is recorded by the City of Maple Ridge.

- 1) **2016-219-RZ**
12258 228 Street
Lot 4, Section 20, Township 12, New Westminster District, Plan 13667

Maple Ridge Zone Amending Bylaw No. 7261-2016
To rezone from RS-1 (One Family Urban Residential) to R-3
(Special Amenity Residential District). The current application is for a future 3 lot subdivision.

- 2) **2016-223-RZ**
20434 Chigwell Street
Lot "A", District Lot 279, Group 1, New Westminster District, Plan 114

Maple Ridge Zone Amending Bylaw No. 7273-2016
To rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District). The current application is for a future 2 lot subdivision.

- 3) **2016-240-RZ**
22638 119 Avenue and 22633 Selkirk Avenue
Lots 2 and 4, both of District Lot 401, Group 1, New Westminster District,
Plan EPP65496
- Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017**
To amend Schedule "B" of the Official Community Plan from Medium and High-Rise
Apartment to Town Centre Commercial
- Maple Ridge Zone Amending Bylaw No. 7262-2016**
To rezone from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial).
The current application is to permit the future construction of three mixed use
commercial residential six storey buildings.
- 4) **2014-106-RZ**
23882 Dewdney Trunk Road
Lot A Except: Part Subdivided by Plan LMP1144, Section 16, Township 12, New
Westminster District, Plan LMP806
- Maple Ridge Zone Amending Bylaw No. 7125-2014**
To rezone from RS-1b (One Family Urban [Medium Density] Residential) to R-2 (Urban
Residential District). The current application is to permit a future subdivision of
approximately 11 lots.
- 5) **2016-352-RZ**
23004 Dewdney Trunk Road
Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590;
Section 17, Township 12, New Westminster District, Plan 3179
- Maple Ridge Official Community Plan Amending Bylaw No. 7288-2016**
To amend Schedule "B" of the Official Community Plan from Urban Residential to
Commercial.
- Maple Ridge Zone Amending Bylaw No. 7289-2016**
To rezone from RS-1 (One Family Urban Residential) to C-2 (Community Commercial). The
current application is to permit a future medical clinic and pharmacy with two rental units
above.

6) 2016-448-CP
Area 1: 256 Street Lands
Area 2: Lougheed Lands

Maple Ridge Official Community Plan Amending Bylaw No. 7299-2016
(Area 1: 256th Street Lands)

Area 1: 256th Street Lands, generally described as a portion of the properties located at 13655 256th Street, 25100 Alouette Road, and 13055 251A Street; the entirety of 13301 251A Street, the city right-of-way north of 130th Avenue bounded by 249th and 256th Street; and the properties to the east of 256th Street, north of 128th Avenue and west of 264th Street.

The Bylaw proposes to re-designate the properties identified as Area 1: 256th Street Lands from Suburban Residential, Rural Resource, and Institutional to Conservation, Industrial, Park, Estate Suburban Residential, Suburban Residential, Industrial Reserve and Rural Resource.

The Bylaw introduces a new Industrial Reserve land use designation for the Official Community Plan (OCP). Through the amending Bylaw, the Industrial Reserve designation identifies certain lands for a long-range employment future. It includes policies and conditions that must be fulfilled before industrial development would be permitted on these lands. The Bylaw also establishes requirements that must be satisfied at the time of future industrial redevelopment. Please see the Commercial & Industrial Strategy webpage on the City website for more information: www.mapleridge.ca/1711

Maple Ridge Official Community Plan Amending Bylaw No. 7335-2017
(Area 2: Lougheed Lands)

Area 2: Lougheed Lands, generally described as the properties along Lougheed Highway on either side of the Kwantlen First Nation IR #5. The western portion of the Lougheed Lands includes those properties in the area bounded by the Fraser River to the south, 240th Street to the west, the southern border of the Albion Growth Area (equivalent to 100th Avenue) to the north, and the Kwantlen First Nation IR #5 to the east. The eastern portion of the Lougheed Lands includes the portion of those properties identified as 25655 and 25549 Lougheed Highway north of Lougheed Highway.

The Bylaw proposes to re-designate the properties identified as Area 2: Lougheed Lands from Suburban Residential to Industrial (Business Park category), Commercial and Rural Residential.

The Bylaw expands the Albion Industrial Area to include the Lougheed Lands, generally located east of 240th Street along the Lougheed corridor, for an Industrial (Business Park category) future. In addition, four parcels located near 240th Street and the Lougheed Highway are proposed to be re-designated to Commercial to support the expansion of the existing Albion Historic Commercial node. The Bylaw also identifies that certain residential properties along River Road, south of the Lougheed Highway, are to be re-designated to Rural Residential. Please see the Commercial & Industrial Strategy webpage on the City website for more information: www.mapleridge.ca/1711

CITY OF MAPLE RIDGE

NOTICE OF PUBLIC HEARING

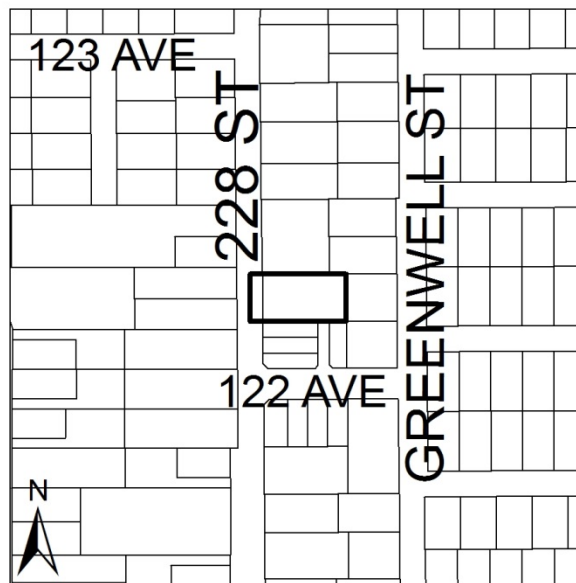
TAKE NOTICE THAT a Public Hearing will be held in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, north-east corner entrance, at 7:00 pm., Tuesday, July 18, 2017 to consider the following bylaws:

- 1) **2016-219-RZ**
12258 228 Street
Lot 4, Section 20, Township 12, New Westminster District, Plan 13667



Maple Ridge Zone Amending Bylaw No. 7261-2016

To rezone from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District). The current application is for a future 3 lot subdivision.



2)

2016-223-RZ

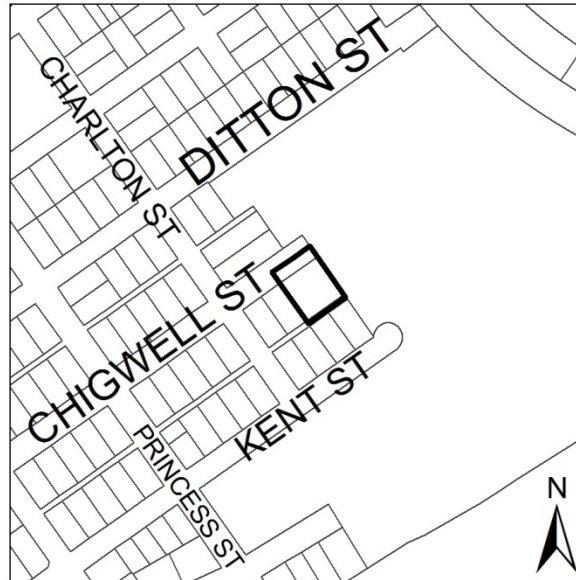
20434 Chigwell Street

Lot "A", District Lot 279, Group 1, New Westminster District, Plan 114



Maple Ridge Zone Amending Bylaw No. 7273-2016

To rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District). The current application is for a future 2 lot subdivision.



3)

2016-240-RZ

22638 119 Avenue and 22633 Selkirk Avenue

Lots 2 and 4, both of District Lot 401, Group 1, New Westminster District,
Plan EPP65496

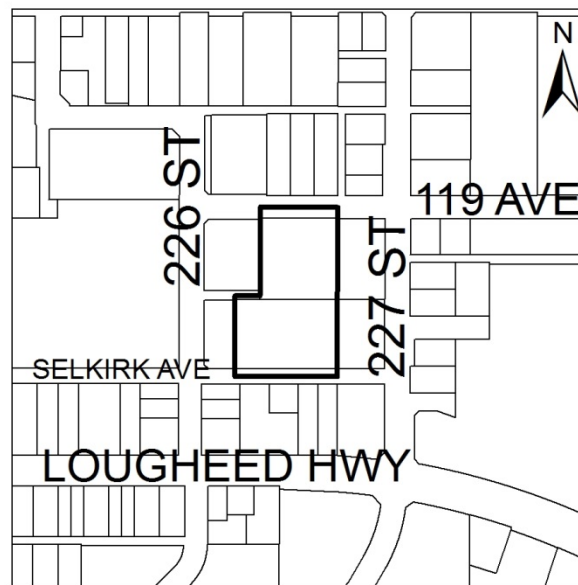


Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017

To amend Schedule “B” of the Official Community Plan from Medium and High-Rise Apartment to Town Centre Commercial, as shown outlined in heavy black line on map below.

Maple Ridge Zone Amending Bylaw No. 7262-2016

To rezone from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial), as shown outlined in heavy black line on map below. The current application is to permit the future construction of three mixed use commercial residential six storey buildings.



4)

2014-106-RZ

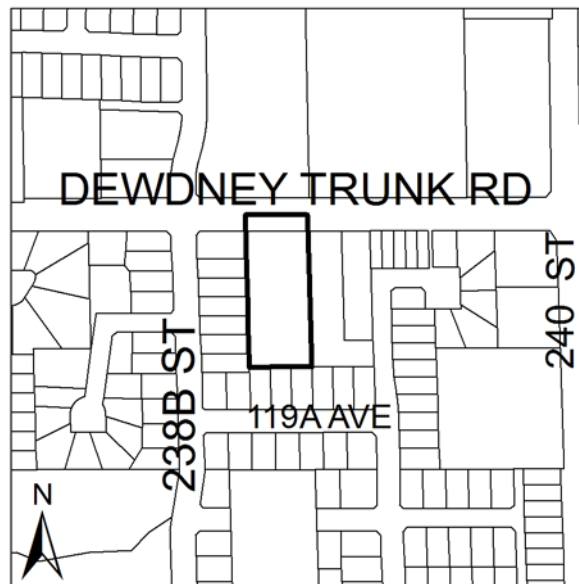
23882 Dewdney Trunk Road

Lot A Except: Part Subdivided by Plan LMP1144, Section 16, Township 12, New Westminster District, Plan LMP806



Maple Ridge Zone Amending Bylaw No. 7125-2014

To rezone from RS-1b (One Family Urban [Medium Density] Residential) to R-2 (Urban Residential District). The current application is to permit a future subdivision of approximately 11 lots.



5)

2016-352-RZ

23004 Dewdney Trunk Road

Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590;
Section 17, Township 12, New Westminster District, Plan 3179

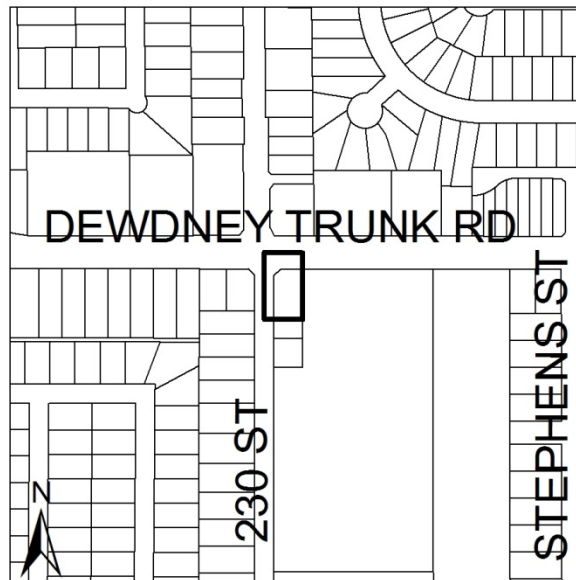


Maple Ridge Official Community Plan Amending Bylaw No. 7288-2016

To amend Schedule "B" of the Official Community Plan from Urban Residential to Commercial, as shown outlined in heavy black line on map below.

Maple Ridge Zone Amending Bylaw No. 7289-2016

To rezone from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), as shown outlined in heavy black line on map below. The current application is to permit a future medical clinic and pharmacy with two rental units above.



6)

2016-448-CP

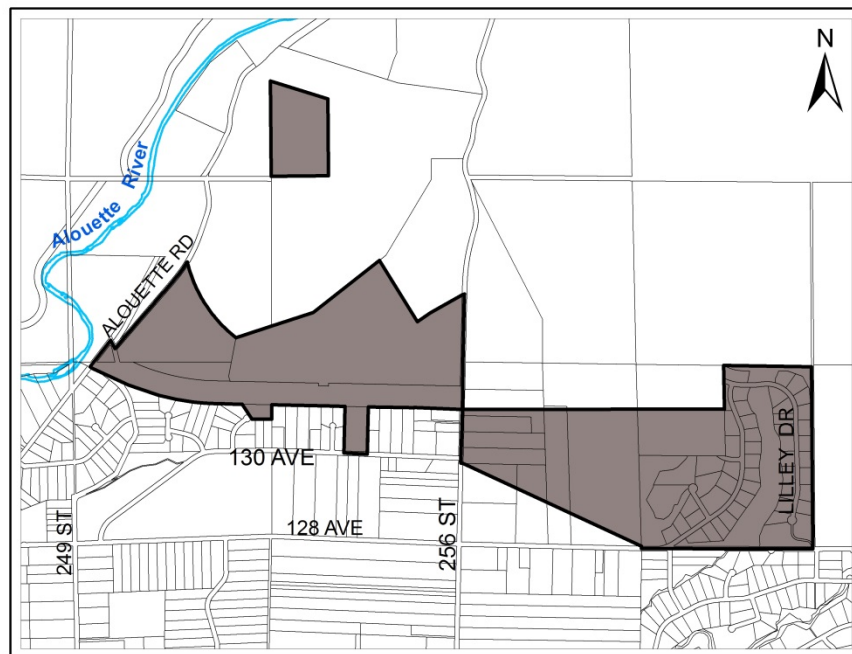
Area 1: 256 Street Lands

Area 2: Lougheed Lands










**Maple Ridge Official Community Plan Amending Bylaw No. 7299-2016
(Area 1: 256th Street Lands)**

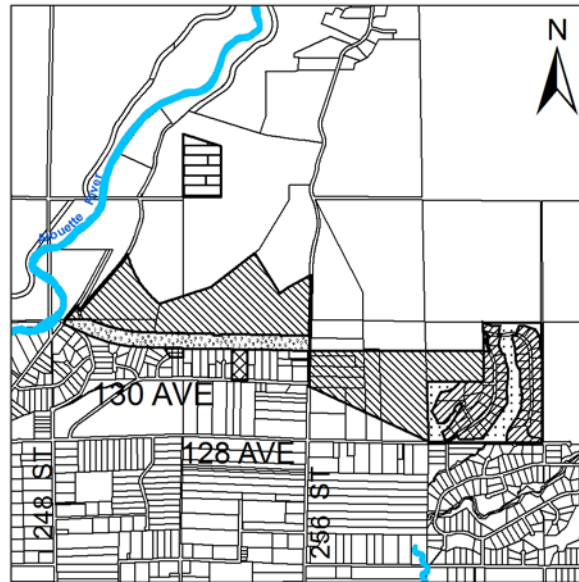
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The Bylaw proposes to re-designate the properties identified as Area 1: 256th Street Lands from Suburban Residential, Rural Resource, and Institutional to

Conservation , Industrial , Park ,

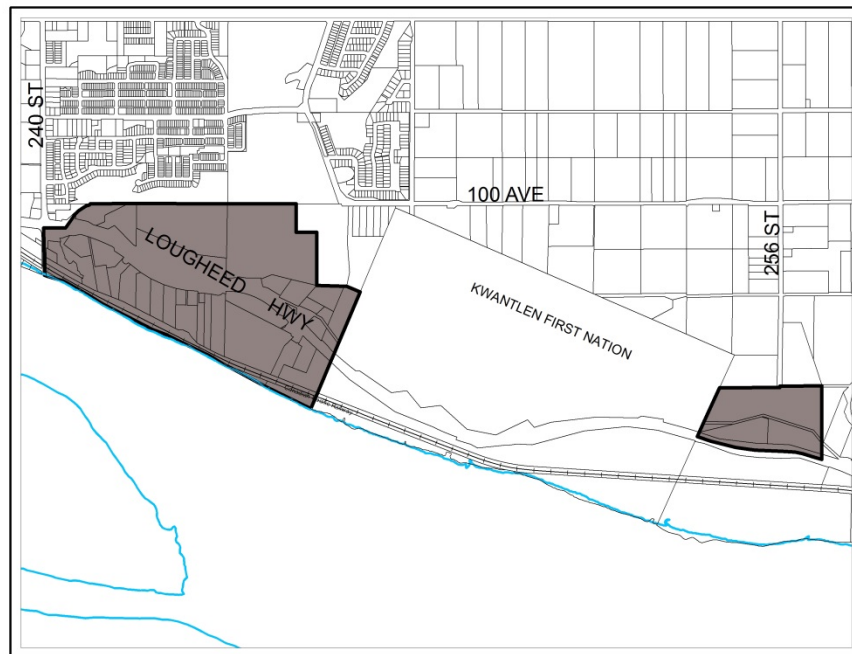
Estate Suburban Residential , Suburban Residential , Industrial Reserve  and Rural Resource 






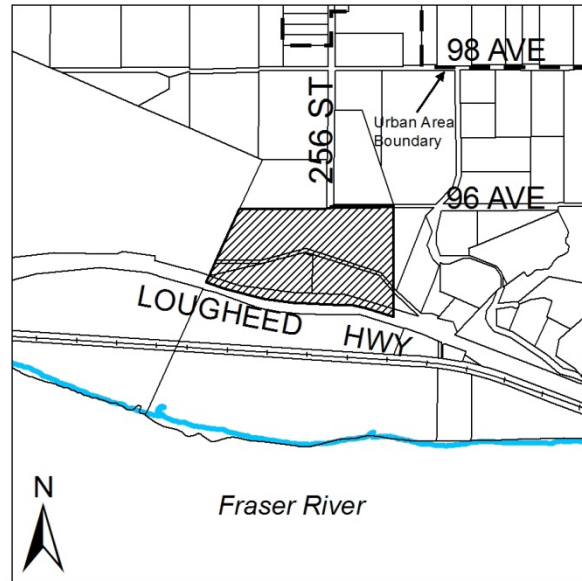
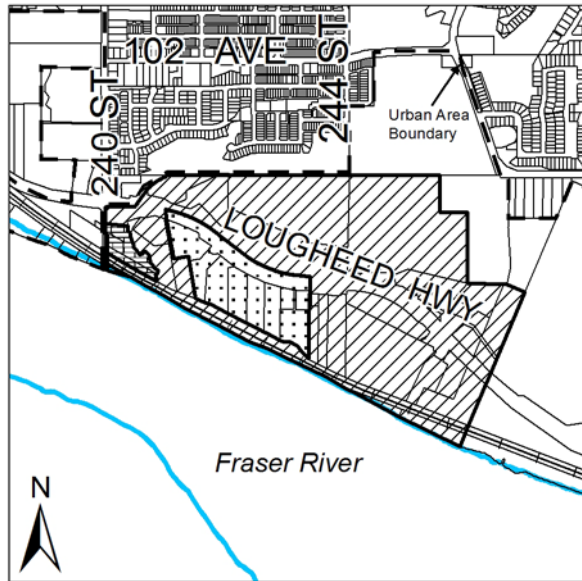
The Bylaw introduces a new Industrial Reserve land use designation for the Official Community Plan (OCP). Through the amending Bylaw, the Industrial Reserve designation identifies certain lands for a long-range employment future. It includes policies and conditions that must be fulfilled before industrial development would be permitted on these lands. The Bylaw also establishes requirements that must be satisfied at the time of future industrial redevelopment. Please see the Commercial & Industrial Strategy webpage on the City website for more information: www.mapleridge.ca/1711

**Maple Ridge Official Community Plan Amending Bylaw No. 7335-2017
(Area 2: Lougheed Lands)**

Area 2: Lougheed Lands, generally described as the properties along Lougheed Highway on either side of the Kwantlen First Nation IR #5 as identified on the map below. The western portion of the Lougheed Lands includes those properties in the area bounded by the Fraser River to the south, 240th Street to the west, the southern border of the Albion Growth Area (equivalent to 100th Avenue) to the north, and the Kwantlen First Nation IR #5 to the east. The eastern portion of the Lougheed Lands includes the portion of those properties identified as 25655 and 25549 Lougheed Highway north of Lougheed Highway.



The Bylaw proposes to re-designate the properties identified as Area 2: Lougheed Lands from Suburban Residential to Industrial (Business Park category) , Commercial  and Rural Residential .



The Bylaw expands the Albion Industrial Area to include the Lougheed Lands, generally located east of 240th Street along the Lougheed corridor, for an Industrial (Business Park category) future. In addition, four parcels located near 240th Street and the Lougheed Highway are proposed to be re-designated to Commercial to support the expansion of the existing Albion Historic Commercial node. The Bylaw also identifies that certain residential properties along River Road, south of the Lougheed Highway, are to be re-designated to Rural Residential. Please see the Commercial & Industrial Strategy webpage on the City website for more information: www.mapleridge.ca/1711

AND FURTHER TAKE NOTICE that a copy of the aforesaid bylaws and copies of staff reports and other information considered by Council relevant to the matters contained in the bylaws will also be available for public inspection at the Planning Department Counter of City Hall, between 8:00 am and 4:00 pm from July 7, 2017 to July 18, 2017, weekends and Statutory Holidays excepted. The Public Hearing Agenda with full reports can be viewed on the City website at www.mapleridge.ca/640.

ALL PERSONS who deem themselves affected by any of these bylaws shall be afforded a reasonable opportunity to be heard at the Public Hearing before Council on the matters contained in the bylaws or by making a written submission to the attention of the Manager of Legislative Services or by sending an e-mail to the Clerk's Department at clerks@mapleridge.ca, by 4:00 pm, July 18, 2017. Please note that all written submissions provided in response to this consultation will become part of the public record which includes the submissions being made available for public inspection.

Dated this 7th day of July, 2017.

Laurie Darcus, MMC
Manager of Legislative Services

DEVELOPMENT APPLICATION CHECKLIST
FOR FILE 2016-219-RZ
File Manager: Therese Melser

Official Community Plan or Zoning Bylaw Amendments:	RECEIVED	NOT REQUIRED
1. A completed Application Form (Schedule "A" – Development Procedures Bylaw No. 5879-1999)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. An application fee, payable to the City of Maple Ridge, in accordance with Development Application Fee Bylaw no. 5949-2001.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. A Certificate of Title and Consent Form if the applicant is different from the owner shown on the Certificate of Title.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A legal survey of the property(ies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Subdivision plan layout	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Neighbourhood context plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Lot grading plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Landscape plan**	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Preliminary architectural plans including site plan, building elevations, accessory off-street parking and general bylaw compliance reconciliation**.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* These items may not be required for single-family residential applications

+ These items may be required for two-family residential applications, as outlined in Council Policy No. 6.01

Additional reports provided:

Tree Evaluation Report

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Second Reading
Zone Amending Bylaw No. 7261-2016
12258 228 Street

MEETING DATE: June 13, 2017
FILE NO: 2016-219-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 12258 228 Street from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District), to permit a future subdivision of approximately 3 residential lots, with access off a rear lane.

This application is in compliance with the OCP.

Pursuant to Council policy, this application is exempt from the Community Amenity Contribution due to its location in the Town Centre.

RECOMMENDATIONS:

- 1) That Zone Amending Bylaw No. 7261-2016 be given second reading, and be forwarded to Public Hearing;
- 2) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

DISCUSSION:

1) Background Context:

Applicant: Don Bowins

Legal Description: Lot 4, Section 20, Township 12, New Westminster District Plan 13667

OCP:

Existing: SF (Single-Family Residential)

Zoning:

Existing: RS-1 (One Family Urban Residential)

Proposed: R-3 (Special Amenity Residential District)

Surrounding Uses:

North:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family Residential
South:	Use:	Single Family Residential
	Zone:	R-3 (Special Amenity Residential District)
	Designation:	Single Family Residential
East:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family Residential
West:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family Residential

Existing Use of Property:	Residential
Access:	proposed lane in the back, accessing 122 Ave
Servicing:	Urban Standard
Companion Applications:	Intensive Residential DP and Subdivision

2) Project Description:

The applicant proposes to rezone from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District). The subject property is 1400m² (0.34 acres) in size, is generally flat, and is bound by single family residential properties within the Town Centre Area (see Appendix A). Access is proposed to be from a lane, connecting to the lane on the adjacent property to the south, accessing 122 Ave. The application is proposing to create 3 single family residential lots and a 7.5m wide lane, plus -as a result of the lane alignment- a remnant land area hooked to lot 3, which will eventually be absorbed through future subdivision with lands on Greenwell Street. A “No Build” restrictive covenant will be placed on this land area.

3) Planning Analysis:

i. Official Community Plan:

The development site is located within the Town Centre Area Plan and is currently designated *Single Family Residential*. The *Single Family Residential* land use designation is intended for a single family detached housing form. Policy 3-17 provides options for increasing density while retaining the single family character in established neighbourhoods, and specifically states that a “lot size of 213 m² to 370 m² is permitted, where vehicle access is from a rear lane only”. The proposed R-3 zoning for the development is in compliance with the Town Centre Area policies.

ii. Zoning Bylaw:

The current application proposes to rezone the property located at 12258 228 Street from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District) to permit future development into 3 single family residential lots, a lane, and a remnant lot. The minimum lot size for the proposed R-3 zone is 213m², where the proposed lots will be oversized at 305.5m². No variations from the requirements of the proposed zone are anticipated at this time.

iii. Development Permits:

Pursuant to Section 8.8 of the OCP, an Intensive Residential Development Permit application is required to ensure the current proposal provides emphasis on high standards in aesthetics and quality of the built environment, while protecting important qualities of the natural environment.

iv. Advisory Design Panel:

Since the application is proposing for three Single Family lots, the Advisory Design Panel (ADP) did not need to review the form and character of the proposed development and the landscaping plans,

v. Development Information Meeting:

A Development Information Meeting was not required, since the application is proposing less than 5 dwelling units.

vi. Parkland Requirement:

As there are two additional residential lots proposed to be created, the developer will not be required to comply with the park dedication requirements of Section 510 of the *Local Government Act* prior to subdivision approval.

CONCLUSION:

As the application is in compliance with the OCP, it is recommended that second reading be given to Zone Amending Bylaw No. 7261-2016, and that application 2016-219-RZ be forwarded to Public Hearing.

‘original signed by Therese Melser’

Prepared by: Therese Melser
Planning Technician

‘original signed by Christine Carter’

Approved by: Christine Carter, M.PL, MCIP, RPP
Director of Planning

‘original signed by David Pollock’ for

Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

‘original signed by E.C. Swabey’

Concurrence: E.C. Swabey
Chief Administrative Officer

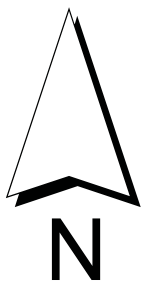
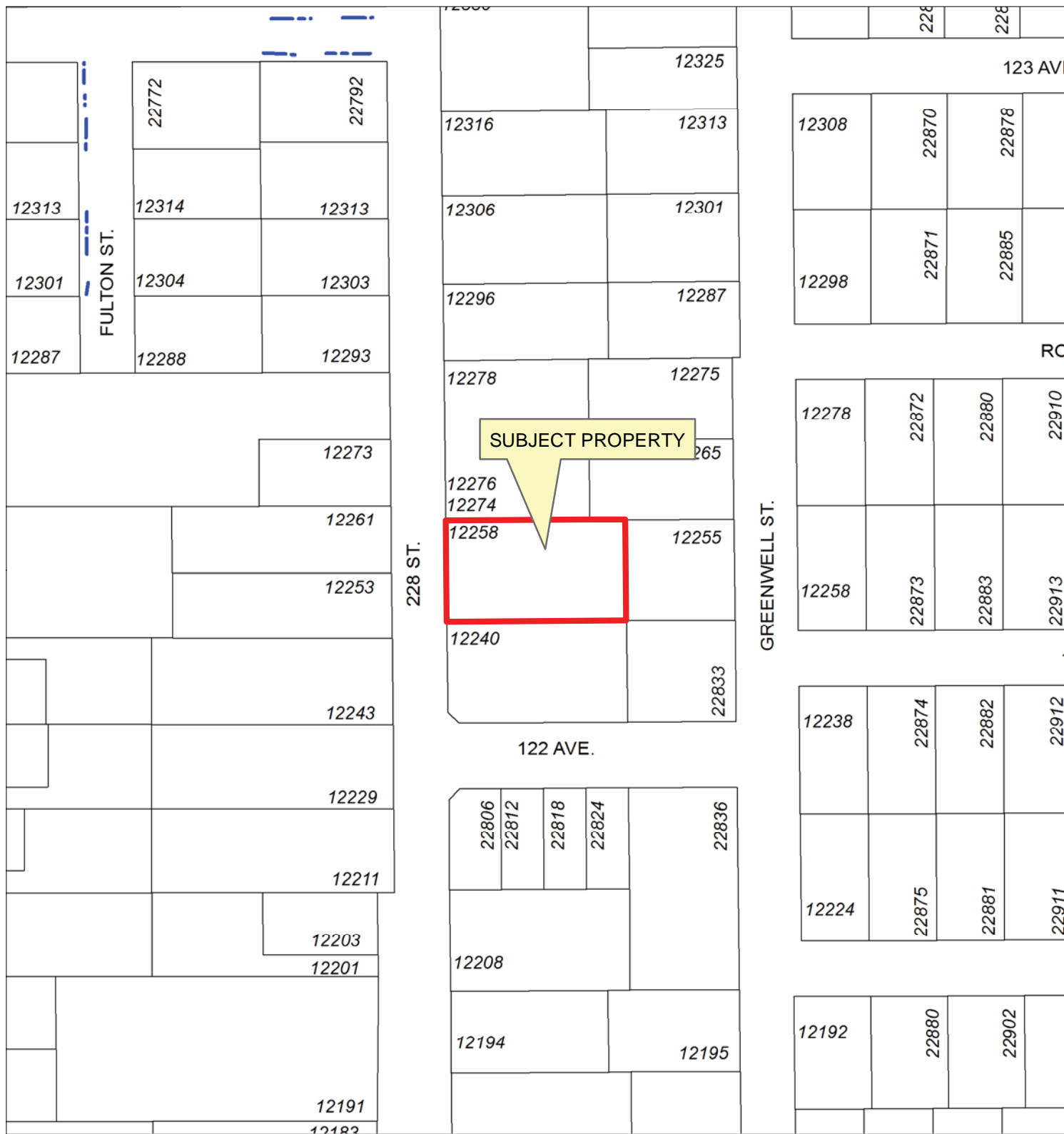
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Zone Amending Bylaw No. 7261-2016

Appendix E – Site Plan



Scale: 1:1,500

Legend

- Stream
- Indefinite Creek
- Major Rivers & Lakes

12258 228 Street

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

2016-219-RZ

DATE: Jun 17, 2016

BY: JV

BYLAW NO. 7261-2016

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

CORPORATE OFFICER

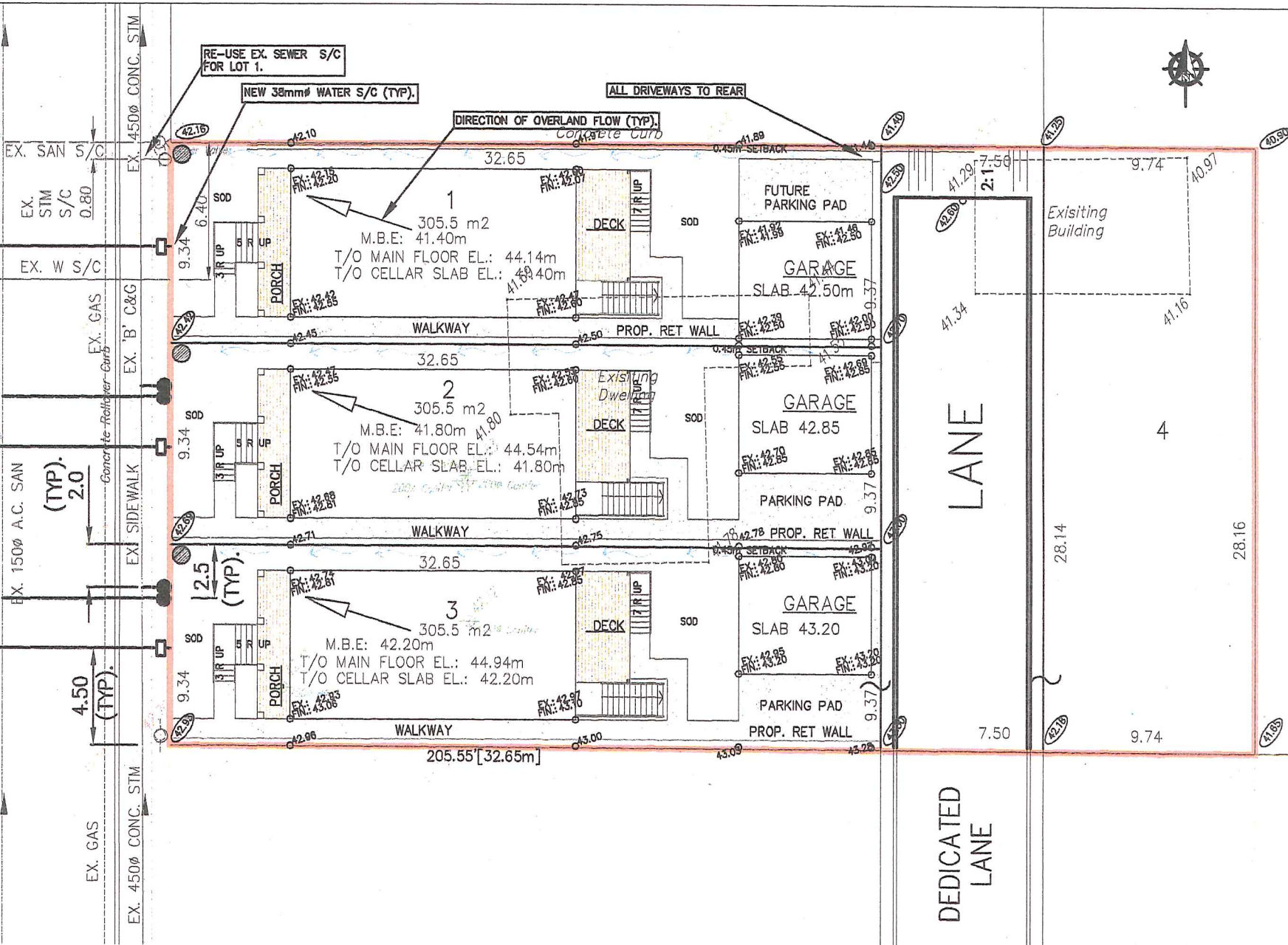
RECEIVED

MAR - 1 2017

MAPLE RIDGE
PLANNING DEPARTMENT

228 STREET

EX. 200Ø D.I. W/M



No	Date	Revision	BY

Benchmark Notes:
BENCH MARK 64HD116 ELEV 45.284

D.K. BOWINS & ASSOCIATES INC.
1877 EMERY STREET, MISSISSAUGA, ONT. L4V 1A5
TEL: 905.884.4222
FAX: 905.884.4223
EMAIL: dbowins@dkbowins.com

DESIGNED: A.J.D.
CHECKED: D.K.B.
APPROVED:
FIELD BOOK:
SCALES: HORIZ. 1:250
VERT. -



CORPORATION OF THE DISTRICT OF MAPLE RIDGE
ENGINEERING DEPARTMENT

SITE PLAN
12258 228 STREET
Maple Ridge, BC

Date: OCT 2016
SHEET OF
Dwg. No.

DEVELOPMENT APPLICATION CHECKLIST
FOR FILE 2016-223-RZ
File Manager: Diane Hall

Official Community Plan or Zoning Bylaw Amendments:	RECEIVED	NOT REQUIRED
1. A completed Application Form (Schedule "A" – Development Procedures Bylaw No. 5879-1999)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. An application fee, payable to the City of Maple Ridge, in accordance with Development Application Fee Bylaw no. 5949-2001.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. A Certificate of Title and Consent Form if the applicant is different from the owner shown on the Certificate of Title.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A legal survey of the property(ies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Subdivision plan layout	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Neighbourhood context plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Lot grading plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Landscape plan ⁺⁺	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Preliminary architectural plans including site plan, building elevations, accessory off-street parking and general bylaw compliance reconciliation ⁺⁺ .	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* These items may not be required for single-family residential applications

+ These items may be required for two-family residential applications, as outlined in Council Policy No. 6.01

Additional reports provided:

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Second Reading
Zone Amending Bylaw No. 7273-2016
20434 Chigwell Street

MEETING DATE: June 27, 2017
FILE NO: 2016-223-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 20434 Chigwell Street from RS-1 (One Family Urban Residential) to R-1 (Residential District), to permit a future subdivision of 2 lots. Council granted first reading to Zone Amending Bylaw No. 7273-2016 on September 6, 2016. The minimum lot size for the current RS-1 (One Family Urban Residential) zone is 681 m².

The land use designation of the subject property has been revised with the adoption of the Hammond Area Plan. The land use designation is Single-Family & Compact Residential, which aligns with a number of single family zones, including the proposed R-1 (Residential District). This application is therefore in compliance with the Official Community Plan.

The current use of the property is non-conforming with respect to its current RS-1 Zoning, as there are 2 existing houses on the property. The owner intends to retain both residential structures. Municipal records indicate that in 1991 the applicant applied for and received approval from Inspection Services to place and to use the second structure to accommodate a relative. The structure was inspected before and after it was moved. The applicant received a variance to retain the structure as an overheight detached accessory structure.

RECOMMENDATIONS:

- 1) That Zone Amending Bylaw No. 7273-2016, as amended, be given second reading, and be forwarded to Public Hearing; and
- 2) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Restrictive Covenant for the floodplain report, which addresses the suitability of the subject property for the proposed development;
 - ii) Demonstration of B.C Building Code and Fire Safety compliance of existing structures, or demolition;
 - iii) Demolition or relocation of encroaching structures.

DISCUSSION:

1) Background Context:

Applicant:	Bert G Pogany
Legal Description:	D.L.: 279, Plan: NWP114
OCP:	
Existing:	SFCR (Single-Family & Compact Residential)
Proposed	SFCR (Single-Family & Compact Residential)
Zoning:	
Existing:	RS-1 (One Family Urban Residential)
Proposed:	R-1 (Residential District)
Surrounding Uses:	
North:	Use: Single Family Urban Residential
	Zone: RS-1 One Family Urban Residential
	Designation: Single-Family & Compact Residential
South:	Use: Single Family Urban Residential
	Zone: RS-1 One Family Urban Residential
	Designation: Single-Family & Compact Residential
East:	Use: Sawmill
	Zone: M-2 General Industrial
	Designation: Industrial
West:	Use: Single Family Urban Residential
	Zone: RS-1 One Family Urban Residential
	Designation: Single-Family & Compact Residential
Existing Use of Property:	Urban Residential
Proposed Use of Property:	Urban Residential
Site Area:	0.133 HA. (14, 316 square feet)
Access:	Chigwell Street
Servicing requirement:	Urban Standard

2) Background:

The subject property is within the Hammond Area Plan, in a precinct identified as Lower Hammond. The historic subdivision plan of this area shows that this parcel was once two properties that were later consolidated into one. To its east, the property is adjacent to the Hammond Mill. A tall cedar hedge buffers between residential and the industrial uses. This portion of Hammond is within the floodplain of the Fraser River. As a result, flood construction levels for human habitation would apply to any new construction for habitation.

The unique aspects of this application relate to its development history. In 1991, the applicant and current owner relocated an existing structure on the site for use as a residence for his mother. A principle dwelling was already in existence at that time. Inspection Services for building, plumbing, gas, and electrical permits were applied for and received. A Board of Variance application waived the requirement to connect this building to the principle dwelling, resulting in an overheight accessory structure that was understood to also be used for residential purposes.

These structures were approved under the BC Building Code at the time, and conformed to municipal requirements (with a variance). For this reason, the Building Standards of 1991 will be used to determine code compliance.

The site survey provided with this application indicates encroachments across the property line. These include a retaining wall at the front of the property and two accessory buildings that encroach into the unconstructed lane at the rear of the property.

3) Project Description:

The proposal is to rezone and subdivide the subject property in the Lower Hammond Area. The existing dwellings on site are proposed to be retained, with one on each of the proposed lots. The original proposal to rezone the property to RS-1b has since been revised. Since first reading was granted, it has become clear that the Hammond Area Plan would support rezoning the property to R-1 (Residential District), which has a smaller minimum parcel size of 371 square metres. Although no change to the land use or lot yield will occur with this application, this proposed change in zone will allow for future development potential. Under R-1 zoning and demolition of the existing structure, the larger of the 2 proposed lots could be further subdivided at a later date. This change in the proposed zone is reflected in the amended bylaw as attached to this report.

Since first reading was granted, municipal records have been received demonstrating compliance with municipal requirements at the time of the placement of the second dwelling on the property. In addition, outstanding permits noted in the first reading report have since been resolved by the applicant.

4) Planning Analysis:

i) Official Community Plan:

The subject property was given first reading to rezone to RS-1b in compliance with the Urban Residential land use designation that existed prior to the adoption of the Hammond Area Plan. The adoption of the Hammond Area Plan changed the land use designation of the subject property to Single-Family & Compact Residential. The intent of this designation change was to foster development that achieved multiple objectives of respecting neighbourhood character, allowed incremental increases in residential density and provided more diversity in housing types to meet individual needs, such as aging in place.

This amended designation provided additional development options, including rezoning to the R-1 (Residential District) Zone. It is due to this amended land use designation that the proposed zone has been amended from RS-1b to R-1. Based on these considerations, this proposal is in compliance with the Official Community Plan.

ii) Zoning Bylaw:

The minimum lot size for the current RS-1 zone is 681 m². As noted earlier in this report, the adoption of the Hammond Area Plan allows the R-1 Zone to be used for this application. This change is reflected in the amended bylaw, attached as Appendix C

iii) Off-Street Parking And Loading Bylaw:

The Off-Street Parking and Loading Bylaw requires off street parking spaces per dwelling unit for one family residential uses. This requirement can readily be accommodated on-site. A secondary suite is permitted in the proposed R-1 Zone, and requires that an additional parking space be provided. This consideration could become pertinent as a redevelopment option on the subject property, once rezoned and subdivided, when the existing structures are at the end of their useful life.

iv) Proposed Variances:

The survey plan provided by the applicant demonstrates compliance with siting requirements in the R-1 (Residential District) Zone. However, the Engineering Department notes current servicing requirements that could be waived with a Development Variance Permit. An application for this purpose has been received for this project and involves the following relaxations to the *Maple Ridge Subdivision and Development Servicing Bylaw No. 4800-1993*:

- *Vary the requirement for concrete curb and gutter, street trees and boulevard treatment in order for existing hedging to remain.*
- *Vary the diameter of water service pipe from 38 mm to 20 m.*
- *Waive the requirement to underground BC Hydro and Telus infrastructure.*

The requested variances will be the subject of a future Council report.

5) Environmental Implications:

The subject property is within floodplain, which generally would trigger the requirement for a Natural Features Development Permit. As this is already a developed site that historically had been 2 separate lots that were later consolidated, there is little benefit to be realized by making this requirement a condition of final approval. For the future, any new construction that would occur with the redevelopment of these properties would be subject to these requirements.

However, Council has the option to direct that a Natural Features Development application be obtained prior to final approval of this application.

Interdepartmental Implications:

Engineering Department:

The Engineering Department notes that there will be required works at the subdivision stage including a separate sanitary connection, a street light, and road widening in front of the proposed new lot. Other requirements have been noted earlier in this report that could be waived with a Development Variance Permit.

License, Permits and Bylaws Department:

The applicant has been working with the Building Department towards redress of outstanding permits. This work has now been completed. Further works may be required as inspection services are provided on the second dwelling to identify required upgrades, if any.

i) **Fire Department:**

The Fire Department will review and assess the structures prior to final reading.

6) **Citizen/Customer Implications:**

This application is in compliance with the Hammond Area Plan, and will not involve an apparent land use change in the short term, as both residential structures will be retained with this two lot subdivision. Opportunities for public input will occur with the Public Hearing and with the notification process required for the Development Variance Permit.

CONCLUSION:

It is recommended that second reading be given to Zone Amending Bylaw No. 7273-2016, and that application 2016-223-RZ be forwarded to Public Hearing.

“Original signed by Diana Hall”

Prepared by: Diana Hall, MA, MCIP, RPP
Planner 2

“Original signed by Christine Carter”

Approved by: Christine Carter, M.PL, MCIP, RPP
Director of Planning

“Original signed by Frank Quinn”

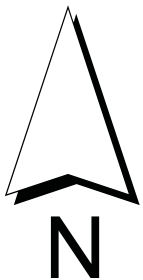
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

“Original signed by E.C. Swabey”

Concurrence: E.C. Swabey
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7273-2016
Appendix D – Subdivision Plan prepared by surveyor



Scale: 1:2,500

Legend

- Stream
- Indefinite Creek
- River Centreline
- Major Rivers & Lakes

20434 Chigwell St

PLANNING DEPARTMENT



mapleridge.ca

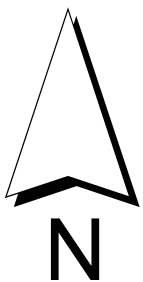
2016-223-RZ

DATE: Jun 17, 2016

BY: JV



Aerial Imagery from the Spring of 2011



Scale: 1:2,500

Legend

- Stream
- Indefinite Creek
- River
- Major Rivers & Lakes

20434 Chigwell St

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

2016-223-RZ

DATE: Jun 17, 2016

BY: JV

BYLAW NO. 7273-2016

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

ADOPTED the day of , 20

CORPORATE OFFICER

DRAFT PLAN OF PROPOSED SUBDIVISION ON LOT "A" (W165034E) DISTRICT LOT 279 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 114

B.C.G.S. 92G.028

This plan lies within the
Greater Vancouver Regional District
City of Maple Ridge

Scale 1:250

All distances are in metres except where otherwise noted



Applicant: Bert Pogany

LEGEND

Symbols



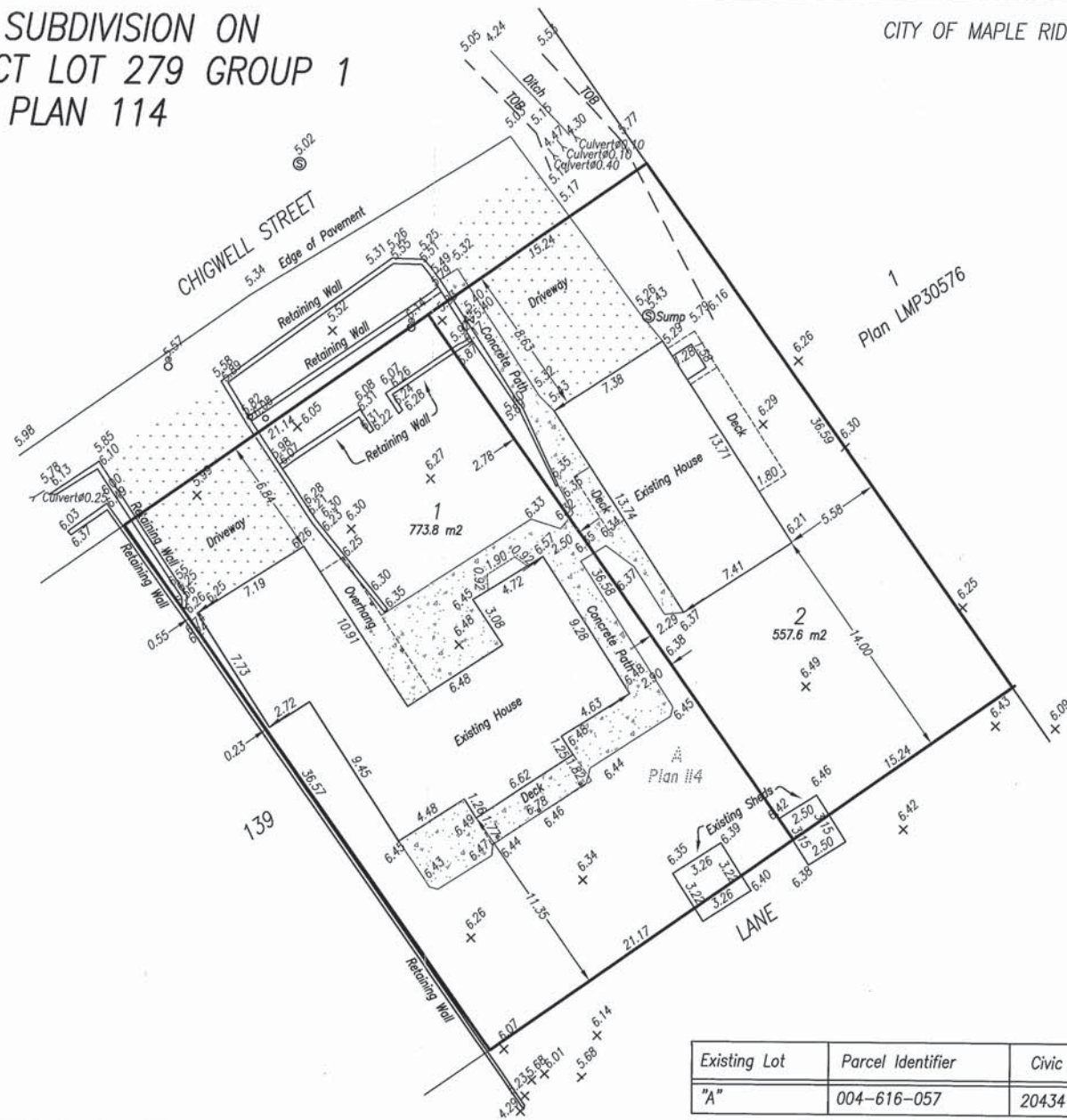
Description
ANCHOR WIRE
BORE HOLE
BOLLARD
CLEANOUT
CATCH BASIN
CULVERT
GAS METER
GAS VALVE
HYDRANT
JUNCTION BOX
MANHOLE - UNKNOWN
MANHOLE - DRAIN/STORM
MANHOLE - SANITARY
MANHOLE - TELEPHONE
MANHOLE - CATCH BASIN
PERCOLATION HOLE
POWER POLE
STREETLIGHT
TEST PIT
UTILITY POLE
WELL
WATER SERVICE/METER
WATER VALVE

Lot Dimensions According to Plan 114

Date of Survey: February 6th, 2017

Wade & Associates Land Surveying Ltd.
B.C. Land Surveyors
Maple Ridge and Mission
File: H256-01 Phone 604-463-4753

CITY OF MAPLE RIDGE FILE: 2016-223-RZ



Existing Lot	Parcel Identifier	Civic Address	Area
"A"	004-616-057	20434 Chigwell Street	0.13 ha

DEVELOPMENT APPLICATION CHECKLIST
FOR FILE 2016-240-RZ
File Manager: Wendy Cooper

Official Community Plan or Zoning Bylaw Amendments:	RECEIVED	NOT REQUIRED
1. A completed Application Form (Schedule "A" – Development Procedures Bylaw No. 5879-1999)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. An application fee, payable to the City of Maple Ridge, in accordance with Development Application Fee Bylaw no. 5949-2001.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. A Certificate of Title and Consent Form if the applicant is different from the owner shown on the Certificate of Title.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A legal survey of the property(ies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Subdivision plan layout	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Neighbourhood context plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Lot grading plan - Building dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Landscape plan**	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Preliminary architectural plans including site plan, building elevations, accessory off-street parking and general bylaw compliance reconciliation**.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

* These items may not be required for single-family residential applications

+ These items may be required for two-family residential applications, as outlined in Council Policy No. 6.01

Additional reports provided:

- Housing Agreement with Section 219 Covenant
- Sales & Purchase Agreement
- 219 Covenant forms part of Sales & Purchase Agreement
- Statutory Right of Way Agreement
- Request for Proposals
- Response to RFP
- Traffic Report

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First and Second Reading
Official Community Plan Amending Bylaw No. 7342-2017 and
Second Reading
Zone Amending Bylaw No. 7262-2016
First and Second Reading
22638 - 119 Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No.
7346-2017

MEETING DATE: June 13, 2017
FILE NO: 2016-240-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application was received to rezone the four subject properties located at 22638 – 119th Avenue and 22633 Selkirk Avenue from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial), to permit the future construction of three mixed use commercial residential six storey buildings consisting of approximately 2,677 sq. m (28,700 ft²) of ground floor commercial and 138 residential units with a minimum of 21 rental residential units; 10% of the residential units shall be adaptive dwelling units secured through a Housing Agreement. This application received first reading of Bylaw No. 7262-2016 on July 25, 2016. The proposed development will have a public art component; public space; daycare facility and market and non-market residential rental units.

This application is one element in a larger four phased development arranged in four (4) separate buildings. Council granted first reading to Zone Amending Bylaw No. 7262-2016 to rezone the properties that constitute phases and considered the early consultation requirements for the Official Community Plan (OCP) amendment on July 26, 2016.

Official Community Plan Amending Bylaw No. 7342-2017 (Appendix "C") provides for OCP text amendments and designation boundary changes.

During the time frame between Zoning Amending Bylaw No. 7262-2049 receiving First Reading the proponent has, as a condition of the Purchase and Sales Agreement (PSA) (Appendix "K"), consolidated the subject properties and re-subdivided into 4 lots (Appendix "G"). Lots 2 and 4 are the properties that are subject to this rezoning. Therefore, an amendment to the First Reading Bylaw is required to reflect the new legal descriptions. The location and area of land being rezoned is not changing from the first reading of Bylaw No. 7212-2016.

Rental and Adaptive Housing units are being proposed and secured in accordance with Section 483 of the Local Government Act and secured through 22638–119th Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 (Appendix "E"). The units being provided by the applicant for rental in Phase One consist of 4 market rate units and one affordable non-market rate fully accessible unit as described in the BC Building Code. Phase Four consists of 7 affordable non-market rental units. Of these 7 units, 1 unit will be fully accessible as described in the BC Building Code. In addition, ten percent of the residential buildings that are built on the subject properties will be built in accordance with the SaferHome standard for Multi-Storey Residential Towers (as published by the Saferhome Standards Society).

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7342-2017 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That it be confirmed that Official Community Plan Amending Bylaw No. 7342-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 3) That Official Community Plan Amending Bylaw No. 7342-2017 be given first and second readings and be forwarded to Public Hearing;
- 4) That Bylaw No. 7262-2016, cited as the “Maple Ridge Zone Amending Bylaw No. 7262-2016” be amended by removing and replacing the legal descriptions of all properties in section 2 to reflect their post-consolidation legal descriptions as follows:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496

Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496;

- 5) That Bylaw No. 7262-2016, cited as the “Maple Ridge Zone Amending Bylaw No. 7261-2016” be amended by removing and replacing Map “A” in section 3 to reflect the post-consolidated legal plan EPP65496.
- 6) That Zone Amending Bylaw No. 7262-2016 be given first and second reading and be forwarded to Public Hearing;
- 7) That 22638 – 119th Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 be given first and second readings.
- 8) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Approval from the Ministry of Transportation and Infrastructure;
 - iii) Amendment to Official Community Plan Schedule “A”, Chapter 10.4 Town Centre Area Plan, Schedule 1 – Town Centre Area Land-Use Designation Map;
 - iv) Registration of a geotechnical report as a Restrictive Covenant which addresses the suitability of the site for the proposed development;
 - v) Registration of a Restrictive Covenant which addresses storm/rain water management;
 - vi) Road dedication and truncation as required;
 - vii) Registration a Restrictive Covenant for Public Art;
 - viii) Registration of a Statutory Right-of-Way plan and agreement for public access and emergency access;

- ix) Registration of a Reciprocal Cross Access Easement Agreement for vehicles and pedestrians;
- x) Registration of a Reciprocal Parking Easement Agreement as maybe necessary;
- xi) Registration of a Restrictive Covenant for protecting the Visitor Parking;
- xii) Registration of a Covenant tying each required parking stall to a specific unit which prohibits a future Strata Corporation from reducing the number of parking stalls allocated to each unit and that each tandem parking stall is tied to one unit;
- xiii) Registration of a Restrictive Covenant that the owner developer or Strata Corporation must provide in the budget the cost to maintain the Statutory Right of Way Area for public access and emergency access;
- xiv) If the Director of Waste Management from the Ministry of Environment determines that a site investigation is required based on the submitted Site Profile, a rezoning, development, or development variance permit cannot be approved until a release is obtained for the subject properties;
- xv) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site;
- xvi) A Traffic Impact Assessment prepared at the sole cost of the proponent to the satisfaction of the City. The findings in the assessment may require the proponent to upgrade infrastructure at their sole cost; and
- xvii) Registration of a Housing Agreement in accordance with Section 483 of the Local Government Act and a Restrictive Covenant stating that a minimum of 7 dwelling units will be restricted to rental units for consisting of market and non market housing; a minimum of ten percent of the dwelling units will be designed and build to comply with SaferHome Standards, and in accordance with Section 3.8.5 Adaptive Dwelling Units of the British Columbia Building Code as amended; one unit must be fully accessible per the BC Building Code; and the rental units will be in perpetuity.

DISCUSSION:

1) Background Context:

Applicant: Falcon Village Joint Venture
Owner: City of Maple Ridge

Legal Description: Lots 2 and 4 District Lot 401 Group 1 New Westminster District Plan
EPP65496

OCP:
Existing: Medium and High-Rise Apartment
Proposed: Town Centre Commercial

Zoning:
Existing: RS-1 (One Family Urban Residential)
Proposed: C-3 (Town Centre Commercial)

Surrounding Uses:

North:	Use:	One and Two Family Residential
	Zone:	RS-1 (One Family Residential), RM-1 (Townhouse Residential)
	Designation:	Medium and High-Rise Residential
South:	Use:	Commercial, Off-Street Parking
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
East:	Use:	Vacant, under application 2016-115-DP
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
West:	Use:	Mixed-Use Residential and Commercial
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial

Existing Use of Property:	Vacant
Proposed Use of Property:	Mixed Use Multi-Family and Commercial
Site Area:	0.8 Ha (2 acres)
Access:	227 th Street
Servicing: Urban or Rural Standard	Urban Standard
Companion Applications:	Development Permit No. 2016-240-DP and 2016-240-VP

2) Background:

On December 15, 2010, the City of Maple Ridge acquired 14 properties located between 226th and 227th Streets to the east and west and 119th Avenue and Selkirk Avenue to the north and south, comprising of 1.23 ha. (3.04 acres). The Town Centre Plan designates the nine (9) properties zoned RS-1 as Medium and High-Rise Apartment and the five (5) properties zoned C-3 as Town Centre Commercial.

To the west of the subject properties along 226th Street there are two existing buildings zoned C-3 (Town Centre Commercial). These two buildings were developed earlier by Falcon Homes. These buildings consist of commercial on the ground floor with four storeys of residential above. The land use of the properties that are subject to this application will be a continuation of this existing development.

The City issued a Request for Proposal (RFP) in October 2014 for the potential sale and development of the subject properties. The RFP required a conceptual design for the project with the following Development Concept principles and guidelines for a mix used commercial and residential development to be included in the response to the proposal. Falcon Homes is the successful proponents and has fulfilled those requirements that are detailed below:

- Enhancement of the Civic Core as the "heart" of the Town Centre with increased residential density coupled with open space for public gatherings and cultural activities;
- Creation of a pedestrian –orientated, ‘corridor’ between Haney Place and Valleyfair Malls featuring boutique-style commercial, professional and retail shopping options and opportunities;
- Provisions of climate appropriate landscaping and green features and maintenance of street interconnectivity;
- The reference of traditional architectural styles and capitalization of important view corridors;
- Demonstration that LEED™ standard (or equivalent) mixed-use developments can be successfully and profitably executed in the Maple Ridge Town Centre; and
- Consideration of the inclusion of a mix of affordable rental and/or special needs housing options.

In April of 2015, Council directed staff to proceed with discussions with the Falcon Homes. On July 20, 2015, Council approved the Business Terms and Conditions that staff had negotiated with Falcon Homes. On August 31, 2015, City Council approved the Purchase and Sale Agreement and in accordance with Section 91 and 94 of the *Community Charter Act* which requires Public Notification when a Local Government intends to dispose of land. Therefore, notice was placed in the Maple Ridge News on September 4 and 9, 2015, to fulfill the *Community Charter Act* requirement for notification. At the Council meeting of September 14, 2015 Council directed staff to complete the Purchase and Sale Agreement for the subject properties with Falcon Homes. The Purchase and Sale Agreement includes amenities that will be required at specific stages in the development of the project.

Council on February 14, 2017 authorized the issuance of Development Permit 2016-115-DP to permit the construction of a six storey mixed-use building with ground floor commercial with 44 residential units referred to as Phase One which was already zoned C-3 (Town Centre Commercial).

Council also authorized the issuance Development Variance Permit 2016-115-DVP on February 14, 2017 to the vary specific elements of the C-3 zone for the 3 northern properties which form part of the group of 5 properties that are already zoned C-3 (Town Centre Commercial) Phase One (Appendix "H").

The City has issued a License To Occupy to Falcon Homes for Phase One pending the completion of the Sales and Purchase Agreement for the 14 properties.

The City has closed the lane and consolidated the lane with the 14 properties and then subdivided this consolidated plan to create 4 new lots. Lots 2 and 4 are the properties that are subject to this rezoning application (Appendix "F").

3) Project Description:

The subject properties under application are part of a four phased development project which includes a total of five mixed-use buildings varying in height from five to six storeys, with a total residential yield of 215 units and approximately 4,693 m² (50,512 ft²) of commercial floor space.

The phase one building is currently under construction and the land is zoned C-3 (Town Centre Commercial) the land for phased two and four are zoned RS-1 (One Family Urban Residential) which does not allow apartment or commercial as permitted uses; therefore the proponent has applied to rezone them to C-3 (Town Centre Commercial) which permits both of those uses. The chart below details the rezoning proposal that is subject of this application.

Summary of Development Phase Two and Four		
Phase	Phase Two	Phase Four
Amenity Spaces and Public Art as part of rezoning	Yes	Yes
Child Care Centre (Phase Four)	No	Phase Four -The proponent will construct a daycare space within one of the commercial retail units of at least 1,615 sq. ft. of indoor space (not including bathrooms and hallways) and 996 sq. ft. of exclusive use of outdoor space for use as a 25 –child daycare. This has been secured with a Restrictive Covenant as a condition of the Sale of the property to proponent.
Rental Housing/ Affordable and Market	Yes	Yes
Total number and type of Affordable and Market Housing	Phase Two - 4 Rental Units broken down as follows: <ul style="list-style-type: none"> ➤ 3- one bedroom units, rented at market rate, and ➤ 1-three bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code. *In the Housing Agreement for the non-market units, rent will be set at a maximum of 30% of average household incomes (as published by BC Housing or Stats Canada) * Secured via a Restrictive Covenant that was part of Sale of the property by the City.	Phase Four – 7 affordable non-market units broken as follow: <ul style="list-style-type: none"> ➤ 3 – two bedroom units, rented at affordable non-market rate, and ➤ 4 – one bedroom units, rented at affordable non – market rate, with 2 of theses being fully accessible as described in the BC Building Code. *In the Housing Agreement for the non-market units, rent will be set at a maximum of 30% of average household incomes (as published by BC Housing or Stats Canada) *Secured via a Restrictive Covenant that was part of Sale of the property by the City (Appendix "M").
Residential Units	59 Units	79 Units
Commercial Units with total combined floor area	13 CRU (14,518 sq.ft.)	13 CRU (18,496 sq.ft.)
Height of Buildings	6 storeys above ground and 2 storeys of parking below ground.	5 storeys above ground and 2 storeys of parking below ground.

Phase three is also zoned C-3 (Town Centre Commercial) and requires a Town Centre Development Permit, Civic Core Precinct, that has not been applied for at this point.

The form and character of the development will continue the building material form massing; style and colour scheme from the existing buildings on 226 Street, with some variation in material and colour to maintain visual interest.

The comprehensive development plan includes an underground parkade spanning the balance of the city block that will serve all future buildings. Two ramps to the underground parking structure will be accessed from the internal lane, similar to the existing design for buildings located on 226 Street. Building and parkade construction will occur in four phases, beginning in the north-east corner and ending with the buildings along Selkirk Avenue. Appendix "G" illustrates the sequencing of each phase.

Both the Town Centre Area Plan guiding principles and design guidelines speak to new developments that create a pedestrian-friendly design and enhanced public spaces that ensure an attractive, distinctive and vibrant centre. The developer has incorporated a central public plaza integrated with some surface parking within the centre of the block (Phase two and four) that provides landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation (emergency vehicles access is permitted - Appendix "L"). Additionally, the pedestrian realm also extends around the perimeter of the site along 119 and Selkirk Avenues, and 227 Street. Canopies and arcades will provide weather protection, and new pedestrian amenities including bike lock-ups, benches, street lighting and landscaping will be installed.

4) Planning Analysis:

i) Official Community Plan:

The overall development site is located in the Civic Core Precinct of the Town Centre Area Plan; and is designated Town Centre Commercial and Medium and High-Rise Residential. The properties subject to this rezoning application are currently designated Medium and High-Rise Residential.

The Town Centre Area Plan explains that the Medium and High-Rise Residential land use designation is intended for an apartment form that is a minimum of six storeys with residential parking provided underground. Ground level units are encouraged to have private exterior entrances in addition to entrances via the internal hallway.

The Medium and High-Rise Residential land use designation aligns with the RM-3 (High Density Apartment) and RM-6 (High Density Apartment Residential) zones, which are multi-family zones. The applicant's proposal to include ground floor commercial is not permitted in either the RM-3 (High Density Apartment) or RM-6 (High Density Residential) zones. The applicant is seeking an OCP amendment from Medium and High-Rise Residential to Town Centre Commercial to enable the use of the C-3 (Town Centre Commercial) zone. The C-3 (Town Centre Commercial) zone allows both residential and commercial uses.

There are eight sustainability guiding principles listed in the Town Centre Area Plan. The re-development of the subject properties in conjunction with land to the east endeavours to realize each of these principles, which are:

- Each neighbourhood is complete
- Options to use of cars exist
- Work in harmony with natural systems

- Buildings and Infrastructure are greener and smarter
- Housing serves many needs
- Jobs are close to home
- The centre is attractive, distinctive and vibrant
- Everyone has a voice.

The location of the development site in close proximity to the transit exchange and the proposed mix of uses make transportation alternatives viable. Additionally, the applicant's proposal to provide residential units on the housing continuum and to use LEED certified building standards are also aligned with area plan goals. The following Town Centre Area Plan policies guide development of the subject properties:

Policy 3-1 states that "an increase in residential and commercial density is encouraged in the Town Centre, particularly within the Central Business District (see Figure 2 for boundaries of CBD). Land use should include a mix of housing types catering to various demographics, including affordable and special needs housing, within walking distance to a broad mixture of uses, including shops, services, cultural facilities, and recreation."

Policy 3-14 states "creating public outdoor meeting spaces will be encouraged in appropriate locations within the Central Business District and may take the form of urban squares, plazas, courtyards, or passageways between buildings. These areas will be landscaped with trees and plants that will attract birds and insects and also provide seating areas for people to rest, reflect, or meet and visit with others. Incorporating public art into these spaces will be encouraged."

Policy 3-16 states that the "principles of CPTED (Crime Prevention through Environmental Design) should be applied, particularly to the internal spaces and finishing of all parking garage structures."

OCP Amendment Justification:

The change in land use from Medium and High-Rise Residential to Town Centre Commercial allows for a mixed-use development with a broad range of uses. The Town Centre Commercial land use designation is a predominant designation in the Civic Core Precinct, whereas the Medium and High-Rise Residential is limited to 13 properties, nine of which are proposed to be amended through this rezoning application. Lands to the east, west, and south of the subject properties are currently designated Town Centre Commercial and will have a complementary interface with the subject development. Lands on the north side of 119 Avenue are designated Medium and High-Rise Residential; however, as both land uses are similar in height and use, the OCP amendment is not anticipated to be a significant departure from the current land use. The OCP amendment is anticipated to create a more integrated and connected retail district that creates a continuation of shops and services between the existing Haney Place and Valley Fair malls.

3.2 Affordable, Rental and Special Needs Housing

The Official Community Plan Chapter 3, Neighborhoods and Housing identify several issues one of these issues is housing affordability. Housing affordability is of particular concern for both homeowners and renters living in the community with almost one-quarter of homeowners considered to be in Core Housing Need. Core Need is a term used by senior government to determine eligibility for social housing subsidies. A household is considered to be in core need when appropriate housing costs more than 30% of its gross income in shelter costs (either rent or mortgage payments). Housing affordability is also an issue for renters, where 34% are spending in excess of 30% of their gross income on housing. The percentage of residents spending greater than 30% of

gross income on housing is an issue of concern because it's an indicator that these residents have less disposable income available for other basic needs, such as food, transportation, clothing, recreation and leisure. In Canada, housing is considered affordable if shelter costs account for less than 30 per cent of before-tax household income as defined by the Canada Mortgage and Housing Corporation (CMHC). However, the City of Maple Ridge Housing Action Plan further defines affordable housing as follows: Affordable housing is housing that is adequate in standard and does not cost so much that individuals and families have trouble paying for other necessities such as food, health, and transportation on an ongoing basis.

In order to address housing affordability, rental and special needs housing the OCP encourages these provision through the policies detailed below.

Policy 3-30 "Maple Ridge will consider density bonus as a means of encouraging the provision of affordable, rental and special needs housing, and amenities."

Policy 3-31 "Maple Ridge supports the provisions of rental accommodation and encourages the construction of rental units that vary in size and number of bedrooms. Maple Ridge may also limit the demolition or strata conversion of existing rental units, unless District-wide vacancy rates are within a healthy range as defined by the Canada Mortgage and Housing Corporation."

Policy 3-32 "Maple Ridge supports the provisions of affordable, rental and special needs housing throughout the District. Where appropriate, the provision of affordable, rental, and special needs housing will be a component of area plans."

Policy 3-33 "Maple Ridge will encourage housing that incorporates "age-in-place" concepts and seniors housing designed to accommodate special needs."

Maple Ridge Housing Action Plan

Maple Ridge's vision and commitment towards housing is encompassed in this statement contained in the Maple Ridge Housing Action Plan (MRHAP):

"Access to safe, affordable, and appropriate housing that meets the diverse and changing needs of the community is a priority."

The proponent has supported these policies with the provision of rental housing market and non-market secured through 22638 – 119th Avenue and 22633 Selkirk Avenue Housing Agreement. (Appendix "E")

ii) Zoning Bylaw:

The subject property is proposed to be rezoned to C-3 (Town Centre Commercial). Except for the variances being sought, a preliminary review of the proposed buildings and associated parking indicates that the proposal complies with applicable provisions of the Zoning Bylaw and parking regulations. A concurrent development permit application proposes to vary the provisions of the Zoning Bylaw as follows:

- Section 703 (7) (b) is proposed to be varied from a minimum above the third storey of a building, the distance from side lot lines shall be not less than 4.5 m to zero. This will create the appearance of a uniform building design for the entire city block.

- Section 703 (7) (a) is proposed to be varied from where the building is used for apartment use above the second storey, the distance from the front and rear lot lines above the second storey shall be not less than 7.5m to 0.5 m. The proposed variance will create a strong building orientation to the street and reduce the tier distance between floors.
- Tandem parking configuration for level 2 parkade.

In addition, to the proposed variances to the Zoning Bylaw a variance to the Off Street Parking and Loading Bylaw is proposed as follows:

- Section 4.1 (iv) is proposed to be varied by permitting C-3 (Town Centre Commercial) zone may have obstructed access where the primary parking space is a carport or garage and the obstruction is an intervening parking stall.

iii) Off-Street Parking and Loading Bylaw:

The applicant has provided two levels of underground parking that will be accessible from the Phase one underground parking structure. 34 commercial parking spaces are provided at grade, with the balance of parking spaces provided on two levels of underground parking. The subject application qualifies for the reduced parking standards of the Central Business District some limited street parking will also be available on the streets surrounding the site. The parking ratios are as follows:

Residential:

1 bedroom unit = 1.0 space per unit

2 bedroom unit = 1.0 space per unit plus 0.1 per additional bedroom

3 bedroom unit = 1.0 space per unit plus 0.2 per additional bedroom

Plus 0.1 visitor parking spaces per unit due to on-street parking availability

Commercial:

Small retail less than 300m² = 1 space per 100m²

Based on the above ratios, Phase 2 requires 70 residential parking spaces plus 3 visitor parking spaces and Phase 4 requires 84 and 4, respectively. Additionally, Phase 2 requires 12 commercial parking spaces and Phase 4 requires 16. The developer has allocated a surplus of residential and commercial parking based on the anticipated demands. It is noted that the residential parking spaces on the lower parkade are in a tandem configuration that will require a restrictive covenant to ensure that the parking space for both spaces in the 57 tandem configured spaces are allocated to the same residential unit. The applicant has provided the following vehicle and bike parking spaces:

Phase 2:

- 162 residential spaces (which includes the 33 tandem parking stalls)
- 12 residential visitor parking spaces
- 33 commercial spaces (16 underground and 17 on the surface)
- 15 long term residential bike parking spaces
- 18 short term residential bike parking spaces
- 2 long term commercial bike parking spaces
- 5 short term commercial bike parking spaces

Phase 4:

- 192 residential parking spaces (which includes the 24 tandem parking stalls)
- 11 residential visitor parking spaces
- 48 commercial spaces (32 underground and 16 on the surface)
- 20 long term residential bike parking spaces
- 24 short term residential bike parking spaces

- 3 long term commercial bike parking spaces
- 7 short term commercial bike parking spaces

Long term bike parking is provided in the underground parking structure, while short term bike parking for the residential and commercial units will be provided outside. Long term commercial bike parking spaces for employees is also provided.

iv) Housing Agreement:

In conjunction with the rezoning and OCP amendment the applicant will be entering into a housing agreement which is a requirement under the Section 219 Covenant that is registered against the subject properties. This 219 covenant was a condition that the City required of the applicant when entering into a Sales and Purchase agreement to sell the subject properties to the applicant (Appendix "M").

22638 – 119th Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 is attached in its draft form (Appendix "E"). This agreement is undergoing legal review by the City and the applicant's legal advisers and is expected to be in its final form to be available for the public to fulfill the requirements of the Local Government Act with respect to information relied upon for the Public Hearing. A housing agreement is not subject to a Public Hearing, but needs to be adopted via a bylaw. The draft agreement contains the following provisions:

- A minimum of 7 units will be a mixture of market and non- market rentals as outlined earlier in this report;
- These units must be rental units in perpetuity;
- One of these units must be fully accessible as defined in the BC Building code; and
- 10 percent of residential buildings will be built in accordance with SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standard Society.

v) Development Permits:

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit application is required for all multi-family residential, flexible mixed use and commercial development located in the Town Centre. This proposal is subject to the following Key Guideline concepts of the Civic Core Precinct:

1. Promote the Civic Core as the "heart" of the Town Centre
2. Create a pedestrian-oriented, boutique style shopping district
3. Reference traditional architectural styles
4. Capitalize on important views
5. Enhance existing and cultural activities and public open space
6. Provide climate appropriate landscaping and green features
7. Maintain street interconnectivity

Key Guidelines:

The following is a brief description and assessment of the proposal's compliance with the applicable Key Development Permit Guidelines:

1. *Promote the Civic Core as the "heart" of the Town Centre*

The location of the subject development will strengthen connectivity between the two existing malls in the Town Centre and will create an attractive realm for pedestrians to move around the Town Centre between these two major destinations.

2. *Create a pedestrian-oriented, boutique style shopping district*

The developer has incorporated a central public plaza integrated with some surface parking within the centre of the block that provides landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation. Additionally, the pedestrian realm also extends around the perimeter of the site along 119 and Selkirk Avenue. Canopies will provide weather protection, and new pedestrian amenities including bike lock-ups, benches, street lighting and landscaping will be installed.

3. *Reference traditional architectural styles*

Bricks will be a prominent construction material used, which reflect traditional materials in the area.

4. *Capitalize on important views*

Phase two north facing building is oriented towards the mountains to maximize views.

5. *Enhance existing and cultural activities and public open space*

A new open space is proposed with the subject application, which facilitates a range of uses by residents, commercial customers, and the public.

6. *Provide climate appropriate landscaping and green features*

A variety of landscaping and green features are provided in the middle of the development site, as well as on the roof decks.

7. *Maintain street interconnectivity*

The lane running east-west through the city block will be maintained and reinforced as a pedestrian connection. Vehicular traffic will be limited in the middle portion of the lane, further enhancing the space for public use.

vi) **Advisory Design Panel:**

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on February 14, 2017 (see Appendix "I" and "J")

Following presentations by the project Architect and Landscape Architect, the ADP passed the following resolution:

That the following concerns be addressed and digital versions of revised drawings and memos be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for information.

1. *Use different colours of pavers.*
2. *Consider using the same material to connect from 119th to Selkirk.*
3. *Provide a landscape design in the detention ponds to accommodate programs for all seasons.*
4. *Consider having amphitheater style seating into the detention ponds.*
5. *Consider an active water feature for summer use.*
6. *Eliminate bollards and introduce pedestrian scale decorative light columns.*
7. *Coordinate with the City for the public art installation.*
8. *Consider minimum 2 inches of pour in place rubber for and use a variety of colours for daycare play area.*
9. *Improve accessibility to and circulation within patios where possible.*
10. *Provide different laundry room layout.*
11. *Accentuate each residential entrance with its distinct canopy or port cochere.*
12. *Provide gateway or way finding at entrance to the courtyard.*

13. *Consider varying silhouette at the roofline.*
14. *Provide variation of hardie and brick colour to achieve a rhythm at the elevations.*
15. *Provide indoor amenity area / multi-purpose space where possible, such as in the vicinity of the residential lobbies.*
16. *Consider further details in regards to the operative details of windows and the partition between patios.*
17. *Provide a side light to all elevator lobbies.*
18. *Explore additional requirements for adaptive units to comply with SaferHOME Standards and Section 3.8.5 of BC Building Code (adaptable dwelling units).*

The ADP concerns have been addressed and are reflected in the current plans. A detailed description of how these items were incorporated into the final design will be included in a future development permit report to Council.

vii) Development Information Meeting:

A Development Information Meeting was held at on February 16, 2017. Fourteen people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Residents from the building to the west were concerned about the height of the proposed buildings;
- The use of the proposed courtyard; and
- Is there sufficient parking?

The following are provided in response to the issues raised by the public:

- The proposed buildings are consistent with the existing buildings to the west.
- The proposed court yard will be available for use by the public. A statutory right of way is being registered over portions of the property to allow for the public to use and access the court yard. (Appendix "L")
- The applicant has proposed sufficient parking to fulfill the parking requirements.

5) Environmental Implications:

The applicant has been working with the Environmental Section of the Planning Department to replace the street trees that have been removed as part of Phase One.

6) Traffic Impact:

As the subject properties are located within 800 metres of the Lougheed Highway, a referral has been sent to the Ministry of Transportation and Infrastructure. The City has requested a traffic impacts assessment (TIA). This TIA will be undertaken by the applicant's Traffic Engineer at their sole cost and reviewed for acceptance by the City before third reading.

7) Interdepartmental Implications:

i) Engineering Department:

Comments from Engineering have identified some off site requirements associated with this project. These include upgrades to the roads; curb and sidewalk; extensions to the storm sewers; review and modeling of the downstream capacity of the sanity sewer; upgrades to the watermain; installation of

street lights, and the usual requirements for a servicing agreement, geotechnical and other legal instruments.

The applicant has been provided with a copy of the Engineering comments. Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and the security are required for this application.

ii) Building Department:

Comments from Building area related to BC Building Code requirements and will be dealt with at the Building Permit stage.

iii) Fire Department:

The Fire Department has provided comments that details requirements for the construction of the building. The applicant will need to address these details through the Building Permit.

8) School District No. 42 Comments:

Pursuant to Section 476 of the *Local Government Act*, consultation with School District No. 42 is required at the time of preparing or amending the OCP. A referral was sent to School District No. 42 on January 13, 2017 and the response received from the School District stated that the properties are located within the Eric Langton Elementary and Thomas Haney Secondary School catchment areas. Eric Langton Elementary school is operating at 102.2% utilization. Thomas Haney Secondary School is operating at 91.5% utilization.

9) Intergovernmental Issues:

i) Local Government Act:

An amendment to the OCP requires the local government to consult with any affected parties and to adopt related bylaws in compliance with the procedures outlined in Section 477 of the *Local Government Act*. The amendment required for this application, is to redesignate the land use(s) from Medium and High-Rise Residential to Town Centre Residential, is considered to be minor in nature. It has been determined that no additional consultation beyond existing procedures is required, including referrals to the Board of the Regional District, the Council of an adjacent municipality, First Nations, the School District or agencies of the Federal and Provincial Governments.

The amendment has been reviewed with the Financial Plan/Capital Plan and the Waste Management Plan of the Greater Vancouver Regional District and determined to have no impact.

CONCLUSION:

It is recommended that First and Second Reading be granted to both Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017, to designate the subject properties from Medium and High-Rise Residential Designation to Town Centre Commercial Designation, as well as, to 22638 – 119th Avenue and 22633 Selkirk Avenue Housing Agreement Housing Agreement Bylaw No. 7346-2017. That Zone Amending Bylaw No. 7262-2016 be amended by removing and replacing the legal descriptions of all properties in section 2 to reflect their post-consolidation legal descriptions as follows:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

and then be given second reading. That that Maple Ridge Official Community Plan Amending Bylaw No. 7341-2017 and Zoning Amending Bylaw No. 7262-2016 be forwarded to Public Hearing.

“Original signed by Wendy Cooper”

Prepared by: Wendy Cooper, MCIP, RPP
Senior Planning Technician

“Original signed by Christine Carter”

Approved by: Christine Carter, M.PL, MCIP, RPP
Director of Planning

“Original signed by Christine Carter” for

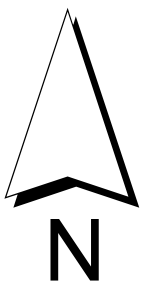
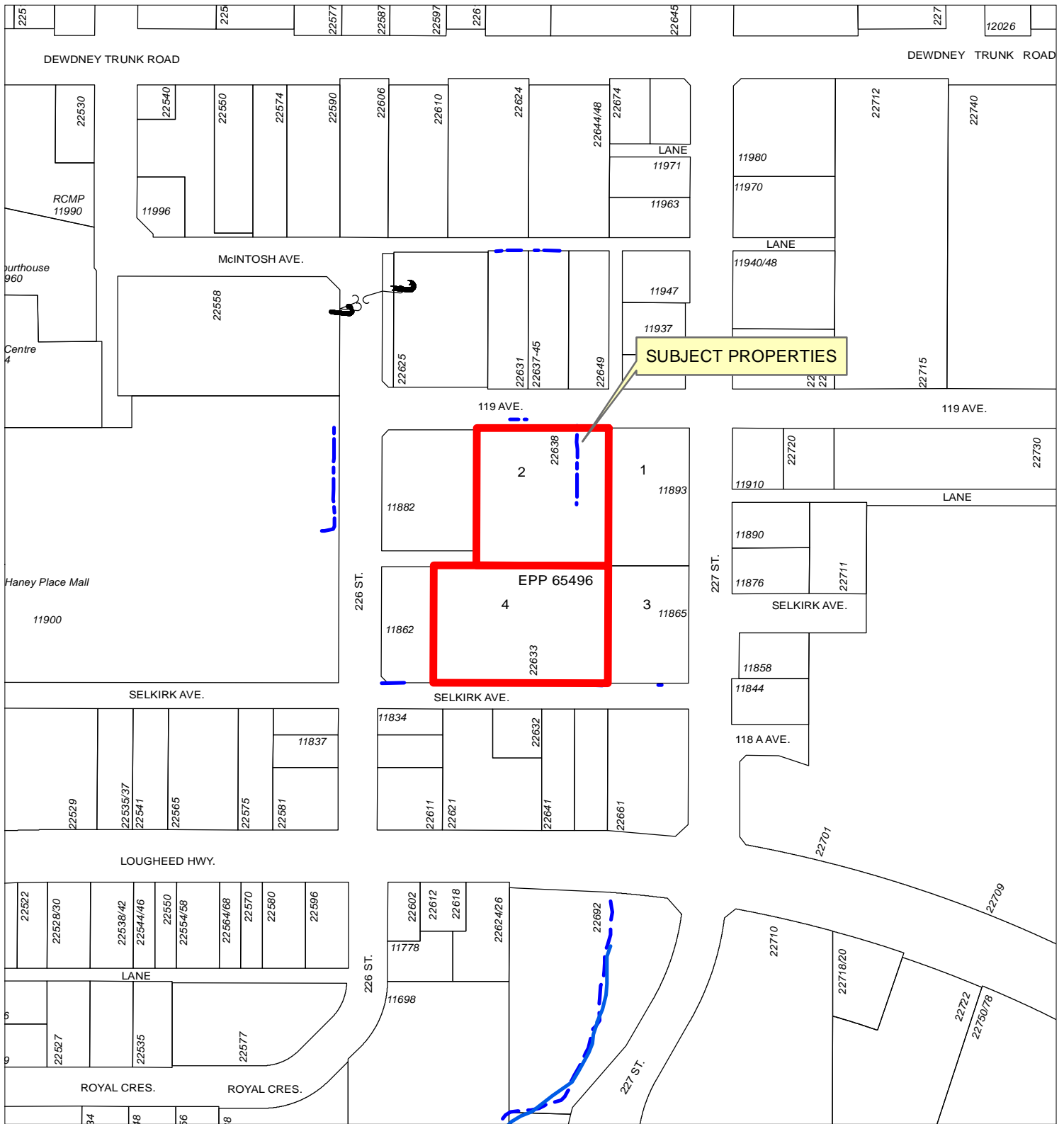
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

“Original signed by E.C. Swabey”

Concurrence: E.C. Swabey
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – OCP Amending Bylaw No. 7342-2017
Appendix D – Zone Amending Bylaw No. 7262-2016
Appendix E – 22638–119th Avenue and 22633 Selkirk Avenue Housing Agreement
Bylaw No. 7346-2017
Appendix F – Subdivision Plan EPP65496
Appendix G – Phasing Plan
Appendix H – Site Plan
Appendix I – Building Elevation Plans
Appendix J – Landscape Plan
Appendix K – Purchase and Sales Agreement
Appendix L – Statutory Right of Way of the Sales & Purchase Agreement
Appendix M – 219 Covenant of the Sales



Scale: 1:2,500

Legend

- Stream
- - - Ditch Centreline
- - - · Indefinite Creek

22638 119 Ave. and
22633 Selkirk Ave.

PLANNING DEPARTMENT



MAPLE RIDGE

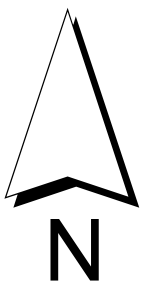
British Columbia

mapleridge.ca

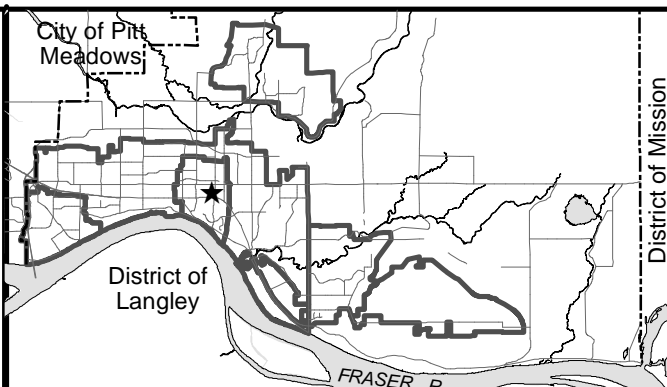
FILE: 2016-240-RZ

DATE: Jun 7, 2017

BY: DT



Scale: 1:2,500



22638 119 Ave. and
22633 Selkirk Ave.

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2016-240-RZ
DATE: Jun 7, 2017

BY: DT

CORPORATE OFFICER

SCALE 1:2,500

APPENDIX D

CITY OF MAPLE RIDGE

BYLAW NO. 7262-2016

A Bylaw to amend Map "A" forming part of Zoning Bylaw No. 3510 - 1985 as amended

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7262-2016."
2. Those parcel (s) or tract (s) of land and premises known and described as:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

and outlined in heavy black line on Map No. 1685 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to C-3 (Town Centre Commercial).

3. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended and Map "A" attached thereto are hereby amended accordingly.

READ a first time the 13th day of June, 2017.

READ a second time the 13th day of June, 2017.

PUBLIC HEARING held the day of , 20

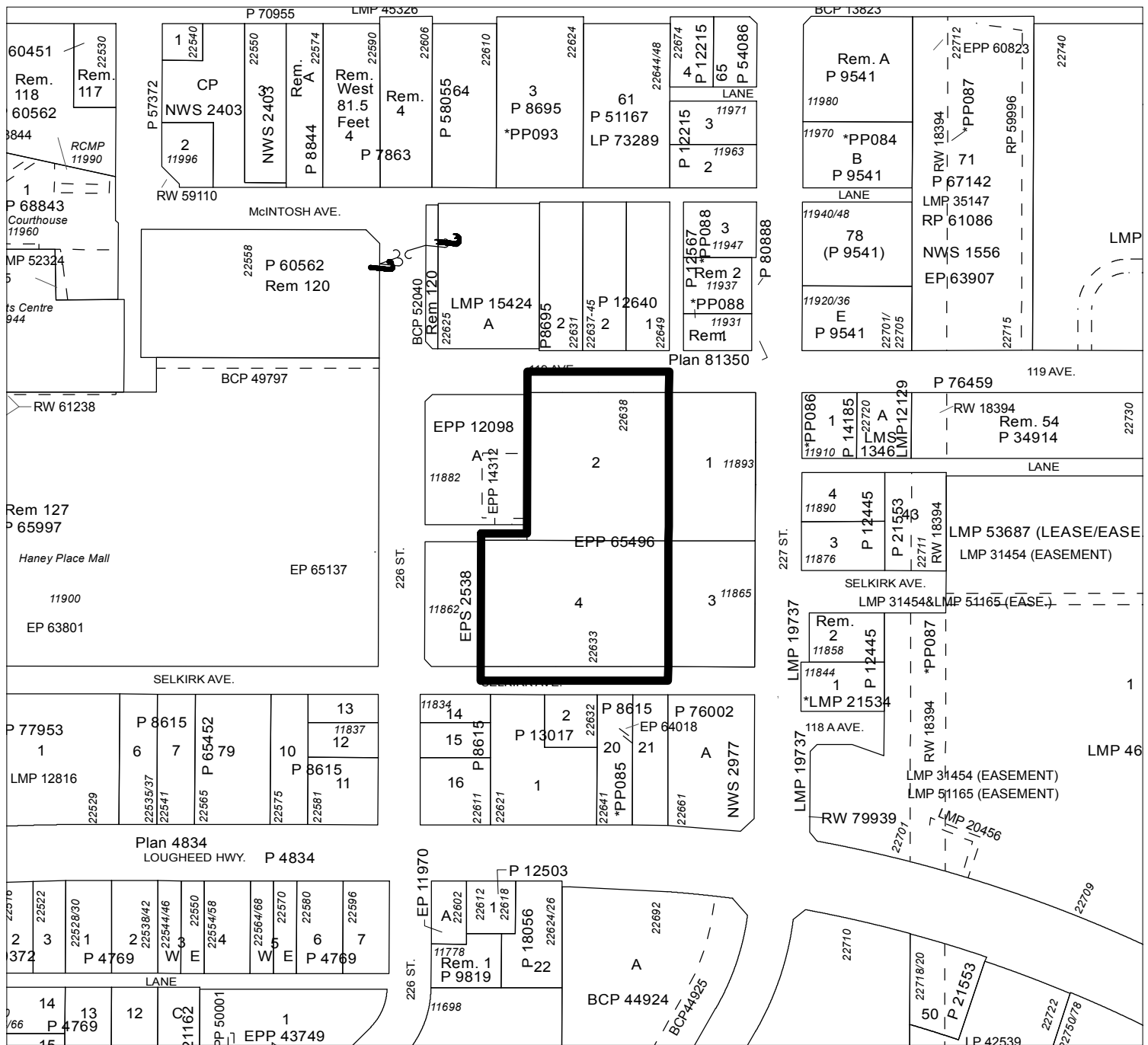
READ a third time the _____ day of _____, 20_____

APPROVED by the Ministry of Transportation and Infrastructure this day of
 , 20 .

ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



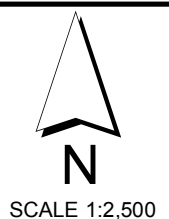
MAPLE RIDGE ZONE AMENDING

Bylaw No. 7262-2016

Map No. 1685

From: RS-1 (One Family Urban Residential)

To: C-3 (Town Centre Commercial)



**CITY OF MAPLE RIDGE
BYLAW NO. 7346-2017**

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for 22638 – 119nd Avenue and 22633 Selkirk Avenue.

WHEREAS, pursuant to Section 483 of the Local Government Act, R.S.B.C. 1996, c. 323, as amended, Council may, by bylaw, enter into a housing agreement under that Section

AND WHEREAS, the Municipal Council of the City of Maple Ridge, and Falcon Village Developments Ltd. (BC1106937) wishes to enter into a Housing Agreement for the subject properties at 22638-119th Avenue and 22633 Selkirk Avenue.;

NOW THEREFORE, the Municipal Council of the Corporation of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS**:

1. This bylaw may be cited as “22638-119th Avenue and 22633 Selkirk Avenue Housing Agreement Housing Agreement Bylaw No. 7346-2017”.
2. By this Bylaw Council authorizes the City to enter into a Housing Agreement with Flacon Village Developments Ltd (BC1106937), in respect to the following lands:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the 13th day of June, 2017.

READ a second time the 13th day of June, 2017.

READ a third time the day of , 2017.

ADOPTED the day of , 2017.

PRESIDING MEMBER

CORPORATE OFFICER

Schedule A

HOUSING AGREEMENT (2016-240-RZ)

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company duly incorporated in the Province of British Columbia under No. BC1106837 and having its registered office at c/o Fleming Olson Taneda & MacDougall, 4038-2008 B Street, Langley, BC, V3A 1N9

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE, a Municipal Corporation under the *Local Government Act*, Chapter 1 of the Revised Statutes of British Columbia, 2015, having its municipal offices at 11995 Haney Place, in the City of Maple Ridge, in the Province of British Columbia V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner of certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 030-163-625

Lot 2

District Lot 401

Group 1

New Westminster District

Plan EPP65496

PID: 030-163-141

Lot 4

District Lot 401

Group 1

New Westminster District

Plan EPP65496

- B. The City is willing to rezone the Lands so that 138 dwelling units, of which eleven (11) must be rental dwelling units, may be constructed on the Lands together with 3,067.10 sq. m of commercial floor area
- C. The Owner and the City wish to enter into this Agreement to restrict the tenure of the rental units to be constructed on the Lands, on the terms and conditions of this Agreement, to have effect as both a covenant pursuant to Section 219 of the *Land Title Act* (British Columbia) and a Housing Agreement pursuant to Section 483 of the *Local Government Act* (British Columbia).
- D. The City has adopted a bylaw pursuant Section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 483 of the *Local Government Act* (British Columbia) and the Owner hereby grants to the City this section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

1. In this Agreement:

- (a) **"Affordable Rental Unit"** means each of the seven Dwelling Units on the Lands designated for occupancy through Tenancy Agreements at the Affordable Residential Rental Rate;
- (b) **"Affordable Residential Rental Rate"** means 30% of the Housing Income Limit for the applicable size of Affordable Rental Unit, divided by 12 months;
- (c) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (d) **"Dwelling Unit"** means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel..
- (b) **"Household"** means:
 - i. A person;
 - ii. Two or more persons related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
 - iii. An unrelated group of not more than three persons, all living together in one dwelling unit as a single household using common cooking facilities; or
 - iv. A combination of (ii) and (iii), provided that the combined total does not include more than three persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities;
- (d) **"Housing Income Limit"** means the annual income required to pay the average market rent for an appropriately sized unit in the private Maple Ridge-area housing market, as published by BC Housing or its successor in function from time to time on an annual basis, for Dwelling Units of the following sizes: Bachelor, 1 Bedroom, 2 Bedroom, 3 Bedroom, and 4+ Bedroom. The 2017 Housing Income Limits are attached hereto as Schedule A;
- (e) **"Lands"** means the land described in Recital A above including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;

- (f) "Market Rental Unit" means each of the four Dwelling Units on the Lands designated for occupancy through Tenancy Agreements, but without any restriction as to rental rates;
- (g) "Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided; and
- (h) "Tenancy Agreement" means a residential tenancy agreement as defined in, and subject to, the *Residential Tenancy Act* (British Columbia) or its successor legislation.

INTERPRETATION

2. Statutory Foundation – This Housing Agreement is made pursuant to Section 483 of the *Local Government Act*, and the covenants herein are granted by the Owner to the City pursuant to Section 219 of the *Land Title Act*; and in this Agreement:

- (a) Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) Reference to "the Agreement" includes the Housing Agreement and the s. 219 Covenant;
- (c) Reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) If a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (e) The word "enactment" has the meaning given in the *Interpretation Act* (British Columbia) as of the reference date of this Agreement
- (f) Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) Reference to any enactment is a reference to that enactment as consolidated, revised, amended, reenacted or replaced, unless otherwise expressly provided;
- (h) The provisions of s.25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) Time is of the essence;
- (j) Reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (k) Reference to a "day", "month", "quarter" or "year" is reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless

otherwise expressly provided;

PURPOSE AND REMEDIES

3. The Owner and the City agree that
 - (a) this Agreement is intended to serve the public interest by providing for the construction, rental and occupancy of the rental units on the Lands to be occupied only through Tenancy Agreements;
 - (b) performance of this Agreement by the Owner is a condition of the Owner becoming entitled to certain development entitlements on the Lands which development entitlements the Owner acknowledges are a benefit to the Owner; and
 - (c) damages are not an adequate remedy for the City in respect of any breach of this Agreement by the Owner and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

CONSTRUCTION AND DESIGNATION OF MARKET RENTAL UNITS AND AFFORDABLE RENTAL UNITS in

4. The Lands must be used and occupied only accordance with this Agreement.
5. The Owner will design, construct and maintain strata lots, a building, buildings or portions of a building on the Lands providing four Market Rental Units and seven Affordable Rental Units. The Owner will designate the four Market Rental Units and seven Affordable Rental Units by written notice delivered to the City prior to occupancy permit, which is irrevocable by the Owner upon receipt by the City of the written notice, but no designation is effective unless and until the City confirms in writing that the location of the four Market Rental Units and seven Affordable Rental Units are approved by the City for the purpose-built rental housing, acting reasonably as a local government.
6. If not all the Dwelling Units on the Lands are to be used as Market Rental Units and/or Affordable Rental Units, the Owner will not apply for a release of registered notice of this Agreement pursuant to section 7 below in respect of any Dwelling Unit, and the City will be under no obligation to provide such release, unless at the time that the Owner applies for the release
 - (a) the Owner is not in breach of any of its obligations under this Agreement;
 - (b) the Market Rental Units and/or Affordable Rental Units have been designated as purpose built rental housing and occupancy permits for those Market Rental Units and/or Affordable Rental Units have been issued by the City; and
 - (c) those Market Rental Units and/or Affordable Rental Units are used and always have been used, occupied and transferred in compliance with this Agreement.
7. Subject to section 6 above, at the request of the Owner and at the Owner's sole expense, the City will deliver to the Owner releases of notice of this Agreement in registrable form for Dwelling Unit that:
 - (a) is a separate legal parcel; and

- (b) has not been designated as an Affordable Rental Unit or Market Rental Unit as described in section 5,

provided that, if that portion of the Lands containing any Market Rental Units for Affordable Rental Units is subdivided under the *Strata Property Act*, the City may withhold delivery of any release under this section unless:

- (a) the Owner has filed a Rental Disclosure Statement pursuant to section 139 of the *Strata Property Act* designating each Affordable Rental Unit or Market Rental Unit as a rental strata lot with a rental period expiry date no earlier than 70 years from the date of stratification; and
- (b) the strata corporation created by the filing of the strata plan has the following contained within its bylaws:

"Strata Lots are subject to a Housing Agreement with the City of Maple Ridge. No action shall be taken by the owners or the strata corporation to restrict or limit the terms of the Housing Agreement, including, but not limited to, amendment to these bylaws".

USE AND OCCUPANCY of the AFFORDABLE RENTAL UNITS and MARKET RENTAL UNITS

- 8. The Owner will rent or lease each Affordable Rental Unit and Market Rental Unit on the Lands in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy an Affordable Rental Unit or Market Rental Unit, or use an Affordable Rental Unit or Market Rental Unit for short-term vacation accommodation.
- 9. The Owner will not charge a monthly rent payable for an Affordable Rental Unit that exceeds the Affordable Residential Rental Rate, except that the Owner may, subject to the provisions of the *Residential Tenancy Act*, increase the rent payable for an Affordable Residential Rental Rate annually, beginning with the first anniversary of the day on which the Tenancy Agreement was signed, by an amount determined by multiplying the rent payable for the Affordable Housing Unit at the time of the proposed rent increase by the percentage change in the CPI for the previous 12 month period;
- 10. The Owner must specify in every Tenancy Agreement the existence of this Agreement and the occupancy restrictions applicable to the Affordable Rental Unit or Market Rental Unit, as the case may be, and attach a copy of this Agreement to every Tenancy Agreement.
- 11. The Owner will deliver a copy of any or each current Tenancy Agreement for any Affordable Rental Unit or Market Rental Unit to the City's Director of Planning upon demand.
- 12. Within 30 days of written demand by the City, the Owner must, in respect of any Affordable Rental Unit or Market Rental Unit, deliver to the City a statutory declaration in the form attached as Schedule B or such other form as may be determined from time to time by the City, sworn by the Owner or a director or officer of the Owner containing all the information required to complete the statutory declaration. The City may request such a statutory declaration in respect of an Affordable Rental Unit or a Market Rental Unit no more than 4 times in any calendar year. The Owner hereby irrevocably authorizes City to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the City to provide such information to the City.
- 13. The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Rental Units and the Market Rental Units and will permit representatives of the

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

14. In the event that the Housing Income Limits cease to be published for the Vancouver area, the City acting reasonably may publish its own Housing Income Limits.

REGISTRATION AND NOTICE

15. For clarity, the Owner acknowledges and agrees that:

- (a) This Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) the City may file a notice of this Housing Agreement in the Land Title Office as notice against title to the Land as required by s. 483 of the *Local Government Act* and may register this Agreement as a Section 219 Covenant as a charge against the Lands, with priority over all other charges of whatsoever nature except for those charges approved by the City
- (c) once the notice of Housing Agreement and the s. 219 Covenant are filed, this Agreement binds all persons who acquire an interest in the Lands.

16. This Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty to enforce this Housing Agreement.

Strata Bylaws

17. The bylaws of any strata corporation formed upon the subdivision of the Lands under the *Strata Property Act* (British Columbia) shall not prevent, restrict or abridge any of the Affordable Rental Units or Market Rental Units on the Lands from being used as rental accommodation.
18. This Agreement shall be binding upon all strata corporations. Any strata corporation bylaw which prevents, restricts or abridges the right to use or occupy any of the Affordable Rental Units or Market Rental Units as rental accommodations shall have no force or effect.
19. No strata bylaws preventing, restricting or limiting any of the Rental Units on the Lands from being used as rental accommodation shall be valid or applicable in respect of the Rental Units on the lands all of which Rental Units may only be occupied by tenants.

Specific Performance

20. The Owner agrees that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.

No Effect on Laws or Powers

21. This Agreement does not:

- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City under the common law or any statute, bylaw, or other enactment, nor does this Agreement date or give rise to, nor do the parties intend this Agreement to create any implied obligations concerning such discretionary rights, duties or powers;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
- (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

22. The Owner hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Owner of this Agreement that the City is or may become liable for, incur or suffer, save and except those resulting from the negligence or willful misconduct of the City.

Priority

23. The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Waiver

24. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Further Acts

25. The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

Severance

26. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

33. The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

34. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

35. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

36. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

37. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

- 11 -

REFERENCE PLAN OF:

LOT 13 TO LOT 16 DISTRICT LOT 401 GROUP 1
 NEW WESTMINSTER DISTRICT PLAN 7997 EXCEPT PLAN EPP65495
 LOTS A, B, AND C DISTRICT LOT 401 GROUP 1
 NEW WESTMINSTER DISTRICT PLAN 22418 EXCEPT PLAN EPP65495
 LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1
 NEW WESTMINSTER DISTRICT PLAN 9236 EXCEPT PLAN EPP65495
 LOT 17 TO LOT 19 DISTRICT LOT 401 GROUP 1
 NEW WESTMINSTER DISTRICT PLAN 9190
 LOT 15 AND LOT 16 DISTRICT LOT 401 GROUP 1
 NEW WESTMINSTER DISTRICT PLAN 9190 EXCEPT PLAN EPP65495
 LOT A AND LOT B DISTRICT LOT 401 GROUP 1
 NEW WESTMINSTER DISTRICT PLAN EPP65494 EXCEPT PLAN EPP65495

PURSUANT TO SECTION 100(1)(b) LAND TITLE ACT

BCGS 926.028

Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

0 25 50 m
 The intended plot size of this plan is 500 mm in width by 667 mm in height
 (D 50%) when printed at a scale of 1:500

All bearings are derived from observations between
 geodetic control monuments 8460297 and 8460158 and
 are referred to the central meridian of UTM Zone 10N.

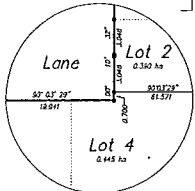
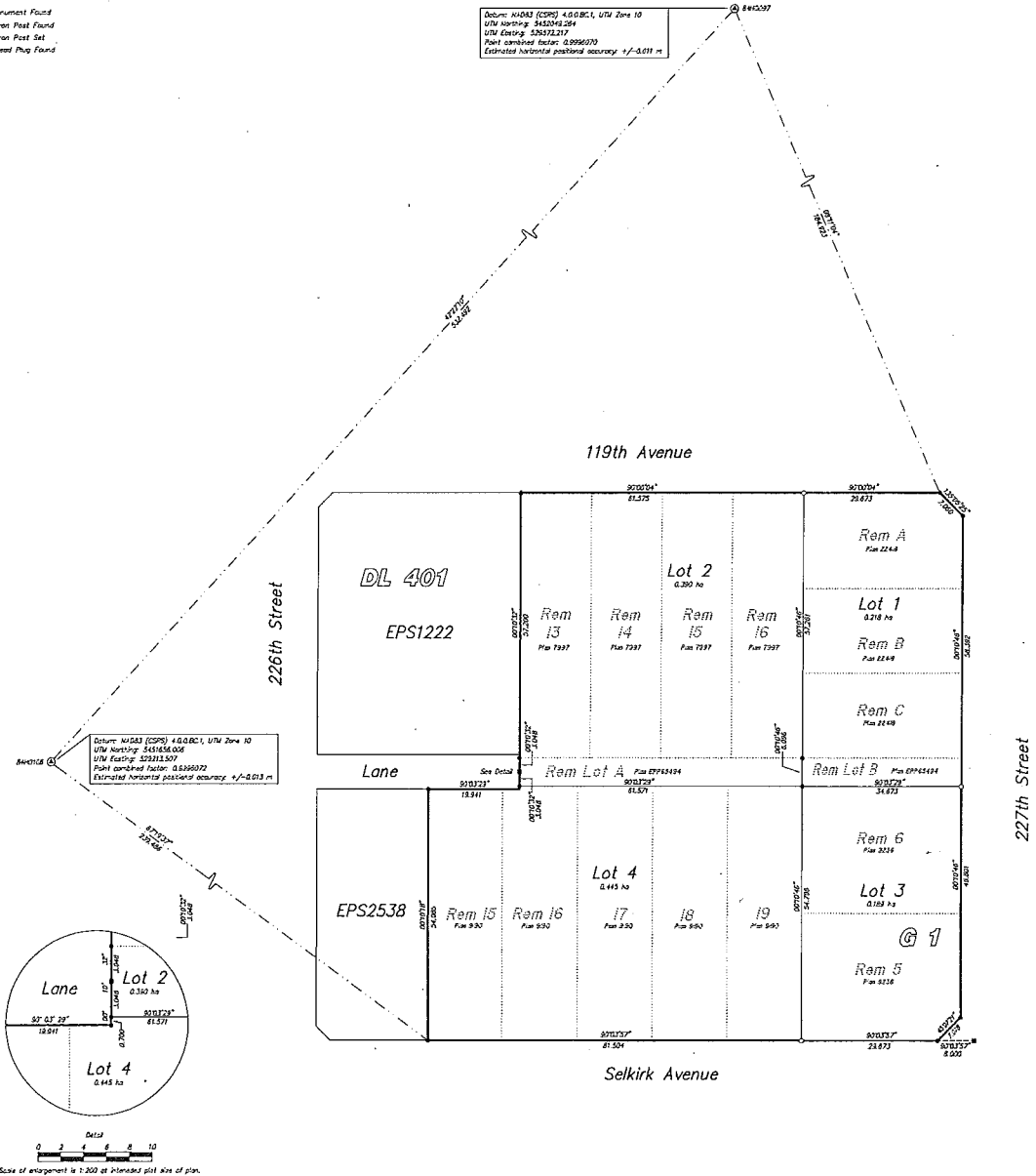
The UTM coordinates and estimated horizontal positional accuracy obtained
 are derived from the NAD83 published coordinates and standard deviations
 for geodetic control monuments 8460297 and 8460158.

The plan shows horizontal ground-level distances unless otherwise specified.
 To compute grid distances, multiply ground-level distances by the average
 combined factor of 0.9998070 which has been derived from geodetic control
 monuments 8460297 and 8460158.

LEGEND:

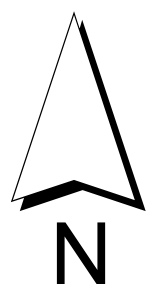
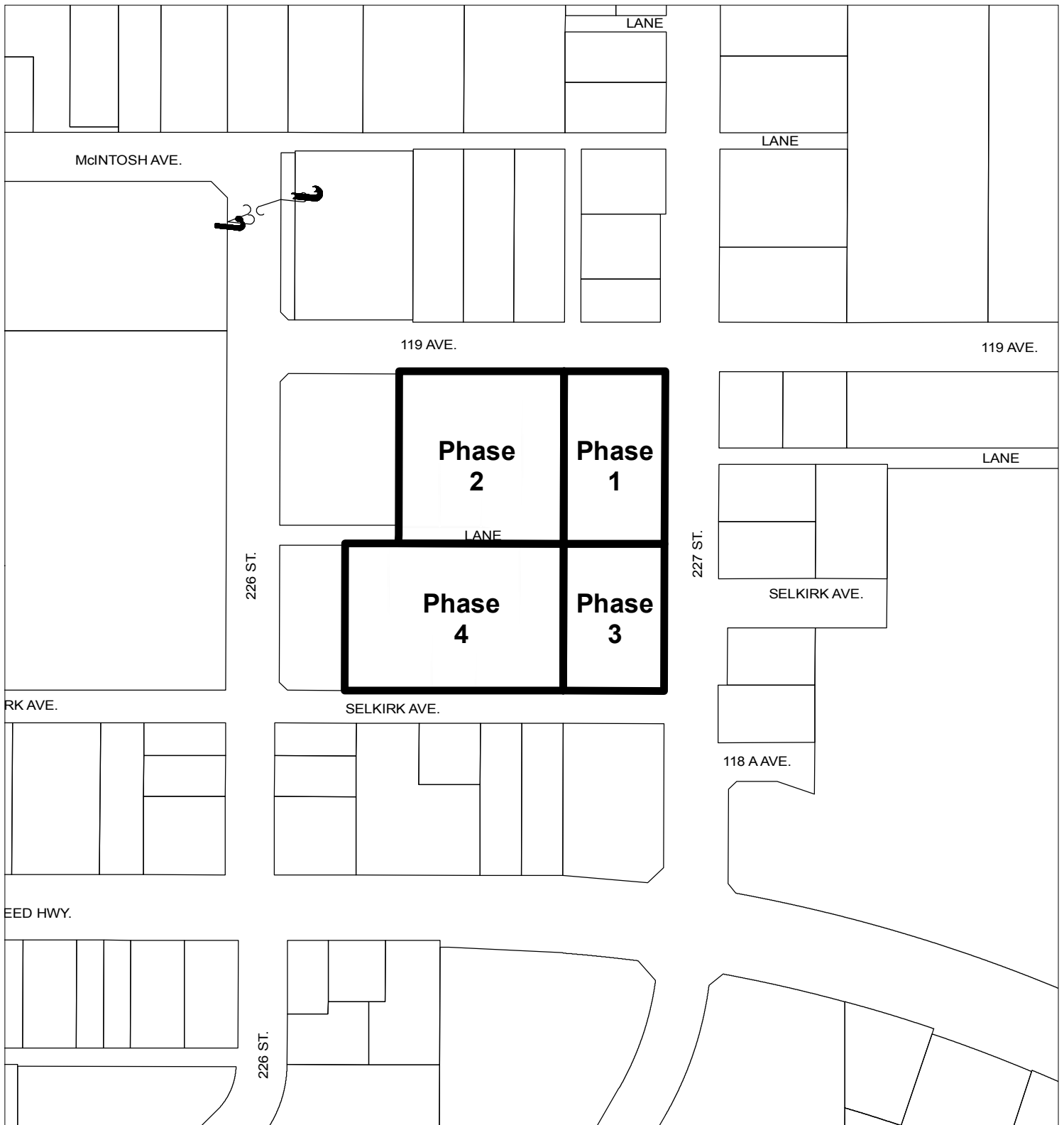
- ⊙ Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Found

Datum: NAD83 (CSRS) 4.0.0.BC.1, UTM Zone 10
 UTM Northing: 5452042.254
 UTM Easting: 526572.217
 Point combined factor: 0.9998070
 Estimated horizontal positional accuracy: +/- 0.011 m



Scale of enlargement is 1:200 at intended plot size of plan.

This plan file with the
 Greater Vancouver Regional District
 The field survey represented by this plan was
 completed on the 26th day of May, 2017
 Mike Bernier, BCLS 703



Scale: 1:2,000

Bylaw No. 7262-2016
"Appendix G"

PLANNING DEPARTMENT



MAPLE RIDGE

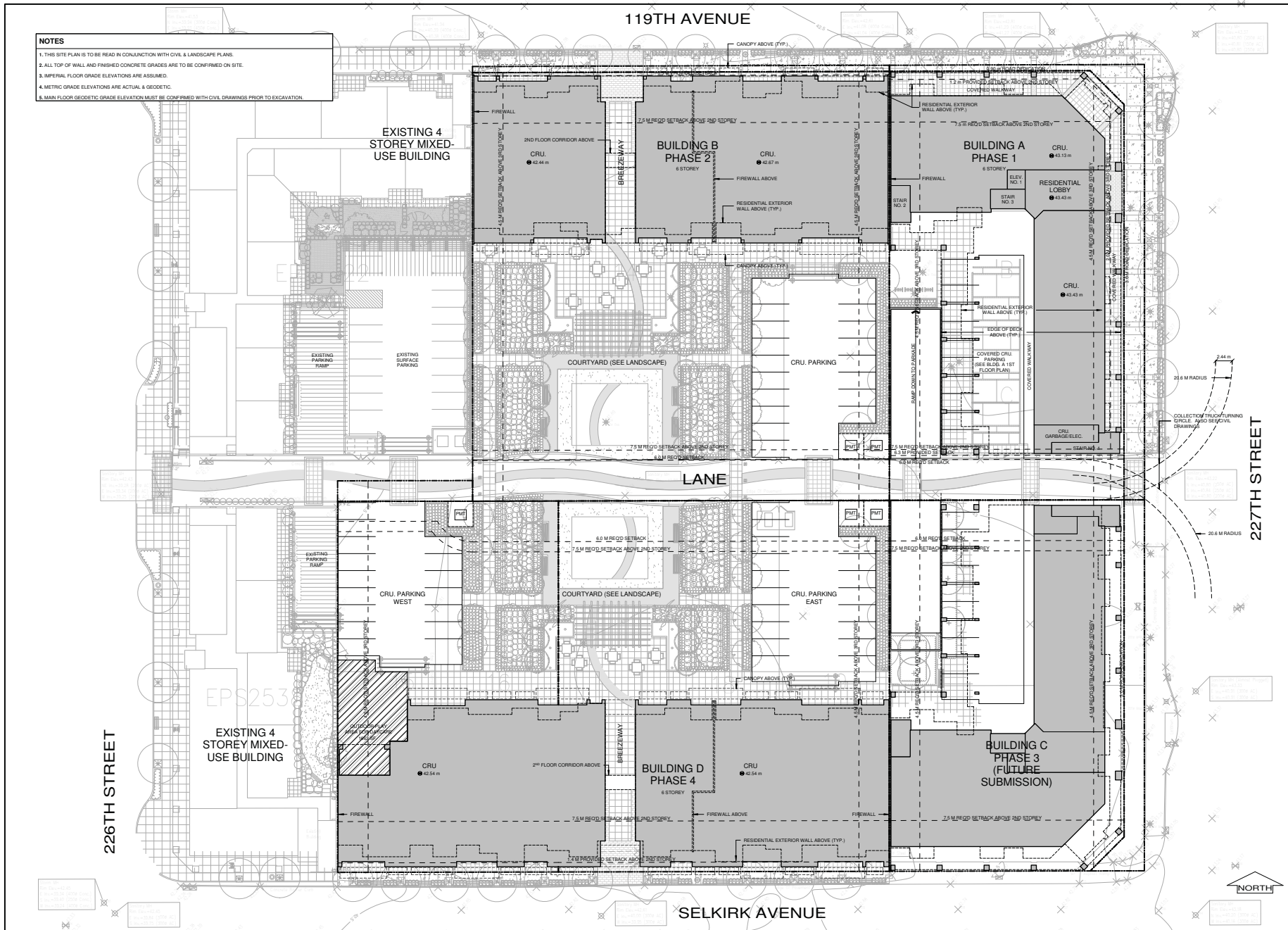
British Columbia

mapleridge.ca

Schedule D
DATE: Jun 5, 2017

BY: DT

APPENDIX H



3d	REISSUED FOR ADP	MAR. 10 2017
6b	REISSUED FOR ADP	MAR. 10 2017
4d	REISSUED FOR ADP	MAR. 3 2017
5b	REISSUED FOR ADP	MAR. 3 2017
7a	ISSUED FOR BUILDING PERMIT	FEB. 8 2017
7a	REISSUED FOR DEVELOPMENT PERMIT	JAN. 20 2017
3d	ISSUED FOR ADP	JAN. 20 2017
4d	ISSUED FOR ADP	JAN. 13 2017
6a	ISSUED FOR COORDINATION	JAN. 13 2017
5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
2d	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
3b	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
1b	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016
4b	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016
2a	ISSUED FOR COORDINATION	NOV. 25, 2016
1b	ISSUED FOR CLIENT REVIEW	NOV. 22, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 6, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2015

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CONSULTANT:

points west
ARCHITECTURE

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Abbotsford, B.C.
V2S 2E2

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FAX: 604-864-4805
E: pw@pointswestarch.com

PROJECT:
BRICKWATER
VILLAGE

11909 - 227th STREET, MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF HB AG AF

DRAWING TITLE:
SITE PLAN

JOB NO:
1509
1604
1608
1609

SHEET NO:
DP1.2

APPENDIX I1



BRICKWATER VILLAGE - PHASE 2

10	REBUILT FOR ADP	MAY 10 2017
11	REBUILT FOR ADP	MAY 10 2017
12	ISSUED FOR ADP	MAY 10 2017
13	ISSUED FOR DEVELOPMENT PERMIT	MAY 10 2017
14	ISSUED FOR CLIENT REVIEW	MAY 10 2017
15	ISSUED FOR CLIENT REVIEW	MAY 10 2017
16	ISSUED FOR CLIENT REVIEW	MAY 10 2017

CONSULTANT:
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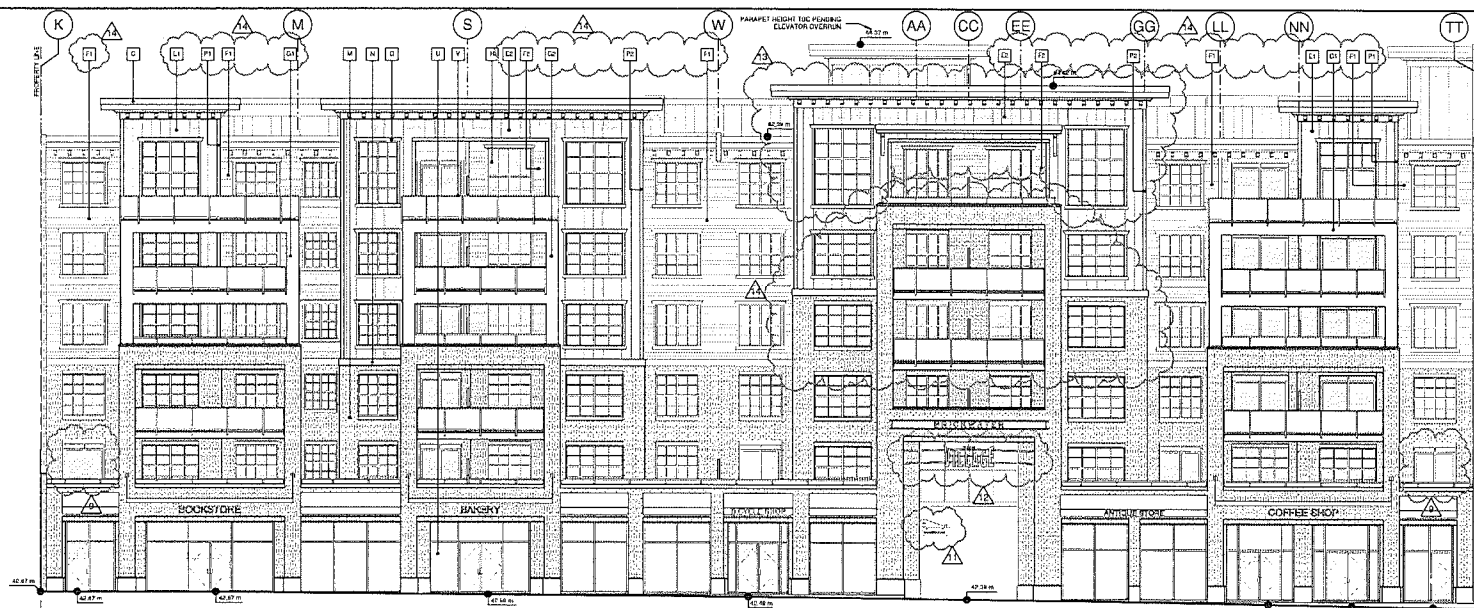
points west
ARCHITECTURE

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Abbotsford, B.C.
V2G 2G2

PHONE: 804-954-8355
FAX: 804-954-8306
E: drew@pointswestarch.com

PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B 55 UNITS	
11809 - 227th STREET, MAPLE RIDGE	
DATE:	APRIL 2016
SCALE:	
DRAWN:	WF TP HB AG AF

DRAWING TITLE:	COVER SHEET
JOB NO:	1604
SHEET NO:	DP1.0b



NORTH ELEVATION

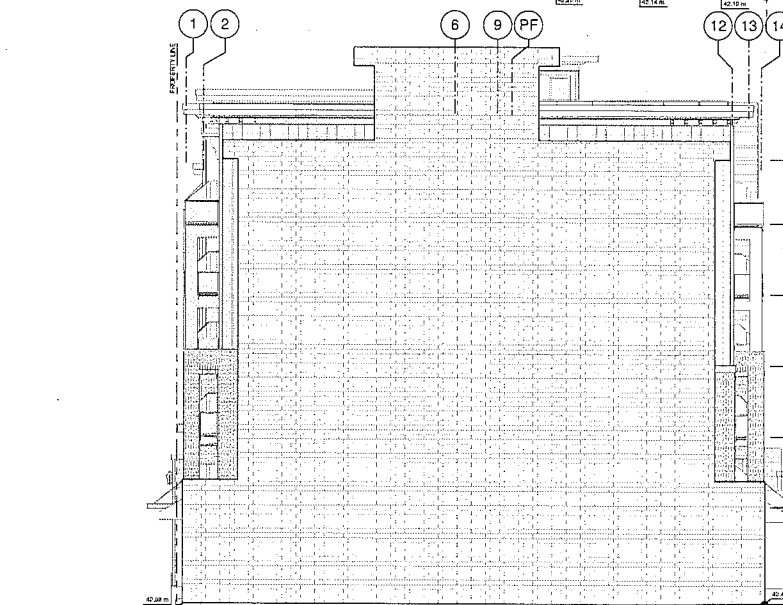
1/8" = 1'-0"

BUILDING FINISHES - BUILDING B

- C - FASCIA - PAINTED DUELT-UP FASCIA BOARD COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- E1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- L - WALL - ROCKY VENEER
- N - TRIM - PAINTED 2x12 MIDRAMP FLASHING TYPICAL COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- P1 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- Q - TRIM - PAINTED 2x6 WINDOW TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- R - GLAZING - VINYL FRAME WINDOW UNIT FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT FRAME COLOUR TO BE FACTORY BLACK
- V - MISC - METAL GUARD COLOUR TO BE FACTORY BLACK

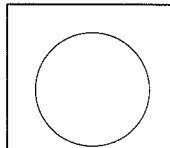
NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWING PRIOR TO EXCAVATION



WEST ELEVATION

1/8" = 1'-0"



REVISIONS:	DATE
1. PREPARED FOR ADP	MAY, 10, 2017
2. PREPARED FOR ADP	MAY, 10, 2017
3. REVISED FOR ADP	MAY, 10, 2017
4. REVISED FOR ADP	MAY, 10, 2017
5. REVISED FOR ADP	MAY, 10, 2017
6. REVISED FOR ADP	MAY, 10, 2017
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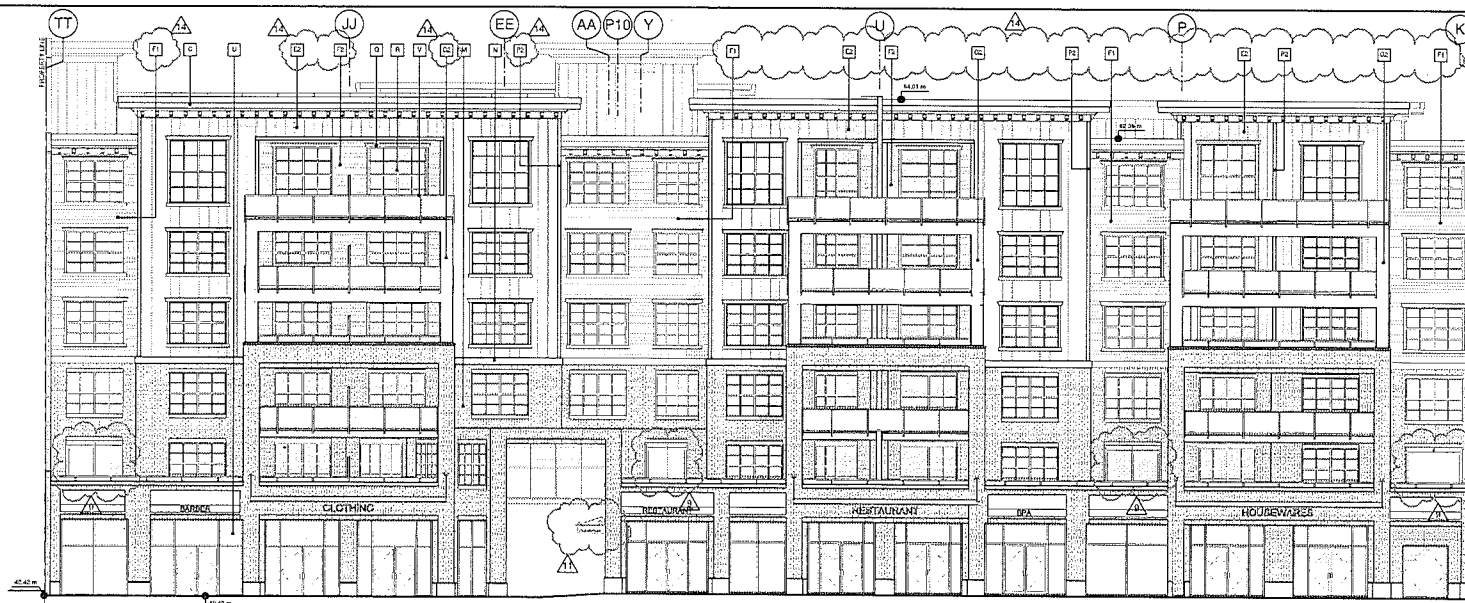
PROJECT:
BRICKWATER
VILLAGE PHASE 2,
BLDG B, 59 UNITS

11504 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2016
SCALE: As Indicated
DRAWN: WF, TF, HB, AG, AF

DRAWING TITLE:
ELEVATIONS

JOB NO: 1604
SHEET NO: DP3.1b



SOUTH ELEVATION

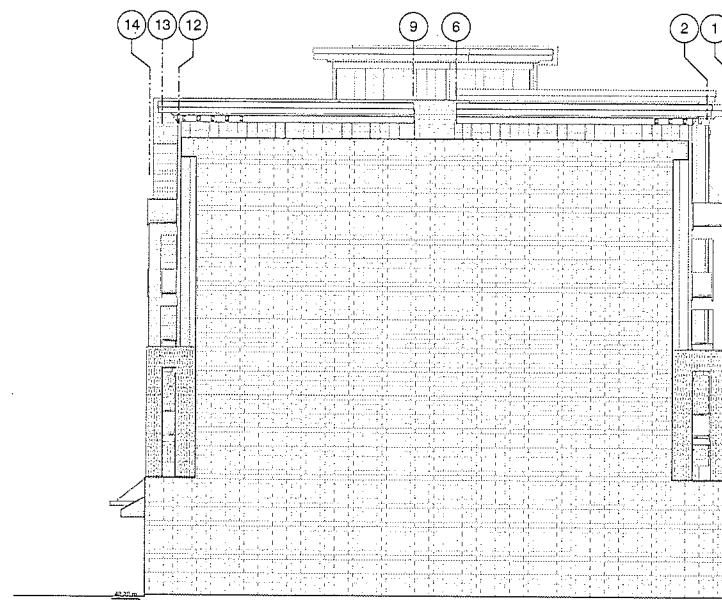
1/8" = 1'-0"

BUILDING FINISHES - BUILDING B

- C - FASCIA - PAINTED BUILT-UP FASCIA BOARD COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- E1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- M - WALL - BRICK VENEER METAL MATERIALS CLASSIC USED
- N - TRIM - PAINTED 2x12 MITER AND 4x8 FLASHING (TYPICAL) COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- P1 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- Q - TRIM - PAINTED 2x4 WINDOW HEAD COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- R - GLAZING - VINYL FRAME WINDOW UNIT FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT FRAME COLOUR TO BE FACTORY BLACK
- V - MET - METAL GUARD COLOUR TO BE FACTORY BLACK

NOTES

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2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



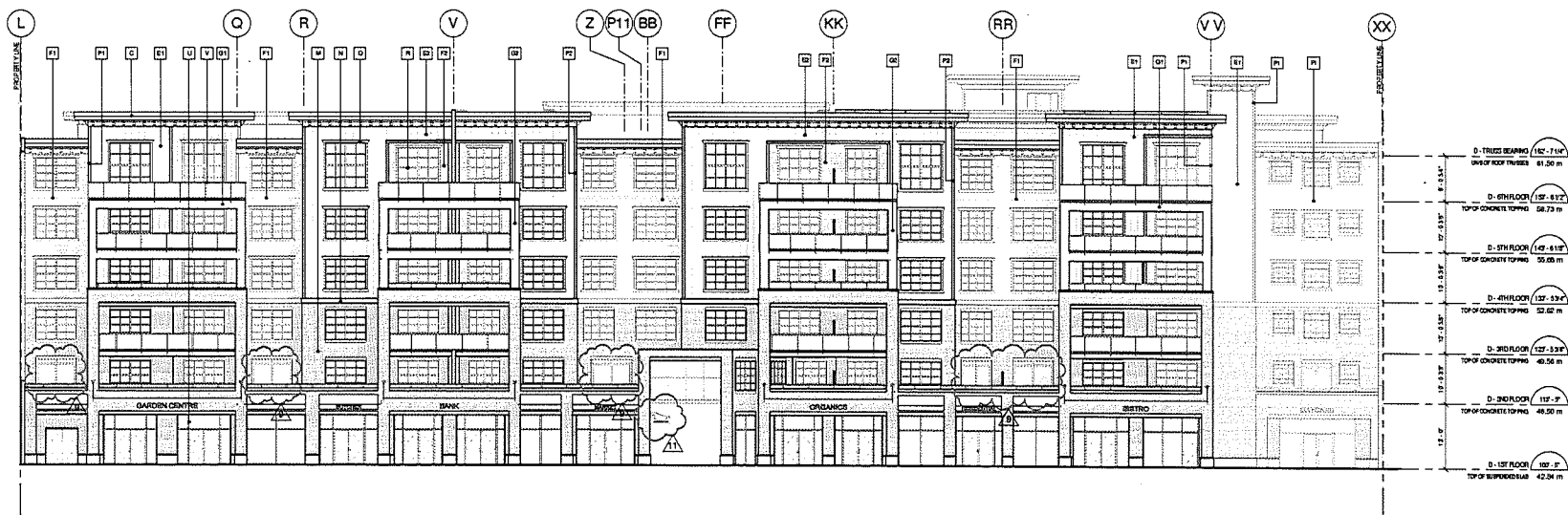
EAST ELEVATION

1/8" = 1'-0"

B - THIRD FLOOR (107'-3 1/4")	107'-3 1/4"
TOP OF CONCRETE TOPPING	51.62 m
B - 4TH FLOOR (109'-11 1/2")	109'-11 1/2"
TOP OF CONCRETE TOPPING	52.75 m
B - 5TH FLOOR (111'-11 1/2")	111'-11 1/2"
TOP OF CONCRETE TOPPING	53.89 m
B - 6TH FLOOR (113'-11 1/2")	113'-11 1/2"
TOP OF CONCRETE TOPPING	55.03 m
B - 7TH FLOOR (115'-11 1/2")	115'-11 1/2"
TOP OF CONCRETE TOPPING	56.17 m
B - 8TH FLOOR (117'-11 1/2")	117'-11 1/2"
TOP OF CONCRETE TOPPING	57.31 m
B - 9TH FLOOR (119'-11 1/2")	119'-11 1/2"
TOP OF CONCRETE TOPPING	58.45 m
B - 10TH FLOOR (121'-11 1/2")	121'-11 1/2"
TOP OF CONCRETE TOPPING	59.59 m
B - 11TH FLOOR (123'-11 1/2")	123'-11 1/2"
TOP OF CONCRETE TOPPING	60.73 m
B - 12TH FLOOR (125'-11 1/2")	125'-11 1/2"
TOP OF CONCRETE TOPPING	61.87 m
B - 13TH FLOOR (127'-11 1/2")	127'-11 1/2"
TOP OF CONCRETE TOPPING	63.01 m
B - 14TH FLOOR (129'-11 1/2")	129'-11 1/2"
TOP OF CONCRETE TOPPING	64.15 m
B - 15TH FLOOR (131'-11 1/2")	131'-11 1/2"
TOP OF CONCRETE TOPPING	65.29 m
B - 16TH FLOOR (133'-11 1/2")	133'-11 1/2"
TOP OF CONCRETE TOPPING	66.43 m
B - 17TH FLOOR (135'-11 1/2")	135'-11 1/2"
TOP OF CONCRETE TOPPING	67.57 m
B - 18TH FLOOR (137'-11 1/2")	137'-11 1/2"
TOP OF CONCRETE TOPPING	68.71 m
B - 19TH FLOOR (139'-11 1/2")	139'-11 1/2"
TOP OF CONCRETE TOPPING	69.85 m
B - 20TH FLOOR (141'-11 1/2")	141'-11 1/2"
TOP OF CONCRETE TOPPING	70.99 m
B - 21ST FLOOR (143'-11 1/2")	143'-11 1/2"
TOP OF CONCRETE TOPPING	72.13 m
B - 22ND FLOOR (145'-11 1/2")	145'-11 1/2"
TOP OF CONCRETE TOPPING	73.27 m
B - 23RD FLOOR (147'-11 1/2")	147'-11 1/2"
TOP OF CONCRETE TOPPING	74.41 m
B - 24TH FLOOR (149'-11 1/2")	149'-11 1/2"
TOP OF CONCRETE TOPPING	75.55 m
B - 25TH FLOOR (151'-11 1/2")	151'-11 1/2"
TOP OF CONCRETE TOPPING	76.69 m
B - 26TH FLOOR (153'-11 1/2")	153'-11 1/2"
TOP OF CONCRETE TOPPING	77.83 m
B - 27TH FLOOR (155'-11 1/2")	155'-11 1/2"
TOP OF CONCRETE TOPPING	78.97 m
B - 28TH FLOOR (157'-11 1/2")	157'-11 1/2"
TOP OF CONCRETE TOPPING	80.11 m
B - 29TH FLOOR (159'-11 1/2")	159'-11 1/2"
TOP OF CONCRETE TOPPING	81.25 m
B - 30TH FLOOR (161'-11 1/2")	161'-11 1/2"
TOP OF CONCRETE TOPPING	82.39 m
B - 31ST FLOOR (163'-11 1/2")	163'-11 1/2"
TOP OF CONCRETE TOPPING	83.53 m
B - 32ND FLOOR (165'-11 1/2")	165'-11 1/2"
TOP OF CONCRETE TOPPING	84.67 m
B - 33RD FLOOR (167'-11 1/2")	167'-11 1/2"
TOP OF CONCRETE TOPPING	85.81 m
B - 34TH FLOOR (169'-11 1/2")	169'-11 1/2"
TOP OF CONCRETE TOPPING	86.95 m
B - 35TH FLOOR (171'-11 1/2")	171'-11 1/2"
TOP OF CONCRETE TOPPING	88.09 m
B - 36TH FLOOR (173'-11 1/2")	173'-11 1/2"
TOP OF CONCRETE TOPPING	89.23 m
B - 37TH FLOOR (175'-11 1/2")	175'-11 1/2"
TOP OF CONCRETE TOPPING	90.37 m
B - 38TH FLOOR (177'-11 1/2")	177'-11 1/2"
TOP OF CONCRETE TOPPING	91.51 m
B - 39TH FLOOR (179'-11 1/2")	179'-11 1/2"
TOP OF CONCRETE TOPPING	92.65 m
B - 40TH FLOOR (181'-11 1/2")	181'-11 1/2"
TOP OF CONCRETE TOPPING	93.79 m
B - 41ST FLOOR (183'-11 1/2")	183'-11 1/2"
TOP OF CONCRETE TOPPING	94.93 m
B - 42ND FLOOR (185'-11 1/2")	185'-11 1/2"
TOP OF CONCRETE TOPPING	96.07 m
B - 43RD FLOOR (187'-11 1/2")	187'-11 1/2"
TOP OF CONCRETE TOPPING	97.21 m
B - 44TH FLOOR (189'-11 1/2")	189'-11 1/2"
TOP OF CONCRETE TOPPING	98.35 m
B - 45TH FLOOR (191'-11 1/2")	191'-11 1/2"
TOP OF CONCRETE TOPPING	99.49 m
B - 46TH FLOOR (193'-11 1/2")	193'-11 1/2"
TOP OF CONCRETE TOPPING	100.63 m
B - 47TH FLOOR (195'-11 1/2")	195'-11 1/2"
TOP OF CONCRETE TOPPING	101.77 m
B - 48TH FLOOR (197'-11 1/2")	197'-11 1/2"
TOP OF CONCRETE TOPPING	102.91 m
B - 49TH FLOOR (199'-11 1/2")	199'-11 1/2"
TOP OF CONCRETE TOPPING	104.05 m
B - 50TH FLOOR (201'-11 1/2")	201'-11 1/2"
TOP OF CONCRETE TOPPING	105.19 m
B - 51ST FLOOR (203'-11 1/2")	203'-11 1/2"
TOP OF CONCRETE TOPPING	106.33 m
B - 52ND FLOOR (205'-11 1/2")	205'-11 1/2"
TOP OF CONCRETE TOPPING	107.47 m
B - 53RD FLOOR (207'-11 1/2")	207'-11 1/2"
TOP OF CONCRETE TOPPING	108.61 m
B - 54TH FLOOR (209'-11 1/2")	209'-11 1/2"
TOP OF CONCRETE TOPPING	109.75 m
B - 55TH FLOOR (211'-11 1/2")	211'-11 1/2"
TOP OF CONCRETE TOPPING	110.89 m
B - 56TH FLOOR (213'-11 1/2")	213'-11 1/2"
TOP OF CONCRETE TOPPING	112.03 m
B - 57TH FLOOR (215'-11 1/2")	215'-11 1/2"
TOP OF CONCRETE TOPPING	113.17 m
B - 58TH FLOOR (217'-11 1/2")	217'-11 1/2"
TOP OF CONCRETE TOPPING	114.31 m
B - 59TH FLOOR (219'-11 1/2")	219'-11 1/2"
TOP OF CONCRETE TOPPING	115.45 m
B - 60TH FLOOR (221'-11 1/2")	221'-11 1/2"
TOP OF CONCRETE TOPPING	116.59 m
B - 61ST FLOOR (223'-11 1/2")	223'-11 1/2"
TOP OF CONCRETE TOPPING	117.73 m
B - 62ND FLOOR (225'-11 1/2")	225'-11 1/2"
TOP OF CONCRETE TOPPING	118.87 m
B - 63RD FLOOR (227'-11 1/2")	227'-11 1/2"
TOP OF CONCRETE TOPPING	119.99 m
B - 64TH FLOOR (229'-11 1/2")	229'-11 1/2"
TOP OF CONCRETE TOPPING	121.13 m
B - 65TH FLOOR (231'-11 1/2")	231'-11 1/2"
TOP OF CONCRETE TOPPING	122.27 m
B - 66TH FLOOR (233'-11 1/2")	233'-11 1/2"
TOP OF CONCRETE TOPPING	123.41 m
B - 67TH FLOOR (235'-11 1/2")	235'-11 1/2"
TOP OF CONCRETE TOPPING	124.55 m
B - 68TH FLOOR (237'-11 1/2")	237'-11 1/2"
TOP OF CONCRETE TOPPING	125.69 m
B - 69TH FLOOR (239'-11 1/2")	239'-11 1/2"
TOP OF CONCRETE TOPPING	126.83 m
B - 70TH FLOOR (241'-11 1/2")	241'-11 1/2"
TOP OF CONCRETE TOPPING	127.97 m
B - 71ST FLOOR (243'-11 1/2")	243'-11 1/2"
TOP OF CONCRETE TOPPING	129.11 m
B - 72ND FLOOR (245'-11 1/2")	245'-11 1/2"
TOP OF CONCRETE TOPPING	130.25 m
B - 73RD FLOOR (247'-11 1/2")	247'-11 1/2"
TOP OF CONCRETE TOPPING	131.39 m
B - 74TH FLOOR (249'-11 1/2")	249'-11 1/2"
TOP OF CONCRETE TOPPING	132.53 m
B - 75TH FLOOR (251'-11 1/2")	251'-11 1/2"
TOP OF CONCRETE TOPPING	133.67 m
B - 76TH FLOOR (253'-11 1/2")	253'-11 1/2"
TOP OF CONCRETE TOPPING	134.81 m
B - 77TH FLOOR (255'-11 1/2")	255'-11 1/2"
TOP OF CONCRETE TOPPING	135.95 m
B - 78TH FLOOR (257'-11 1/2")	257'-11 1/2"
TOP OF CONCRETE TOPPING	137.09 m
B - 79TH FLOOR (259'-11 1/2")	259'-11 1/2"
TOP OF CONCRETE TOPPING	138.23 m
B - 80TH FLOOR (261'-11 1/2")	261'-11 1/2"
TOP OF CONCRETE TOPPING	139.37 m
B - 81ST FLOOR (263'-11 1/2")	263'-11 1/2"
TOP OF CONCRETE TOPPING	140.51 m
B - 82ND FLOOR (265'-11 1/2")	265'-11 1/2"
TOP OF CONCRETE TOPPING	141.65 m
B - 83RD FLOOR (267'-11 1/2")	267'-11 1/2"
TOP OF CONCRETE TOPPING	142.79 m
B - 84TH FLOOR (269'-11 1/2")	269'-11 1/2"
TOP OF CONCRETE TOPPING	143.93 m
B - 85TH FLOOR (271'-11 1/2")	271'-11 1/2"
TOP OF CONCRETE TOPPING	145.07 m
B - 86TH FLOOR (273'-11 1/2")	273'-11 1/2"
TOP OF CONCRETE TOPPING	146.21 m
B - 87TH FLOOR (275'-11 1/2")	275'-11 1/2"
TOP OF CONCRETE TOPPING	147.35 m
B - 88TH FLOOR (277'-11 1/2")	277'-11 1/2"
TOP OF CONCRETE TOPPING	148.49 m
B - 89TH FLOOR (279'-11 1/2")	279'-11 1/2"
TOP OF CONCRETE TOPPING	149.63 m
B - 90TH FLOOR (281'-11 1/2")	281'-11 1/2"
TOP OF CONCRETE TOPPING	150.77 m
B - 91ST FLOOR (283'-11 1/2")	283'-11 1/2"
TOP OF CONCRETE TOPPING	151.91 m
B - 92ND FLOOR (285'-11 1/2")	285'-11 1/2"
TOP OF CONCRETE TOPPING	153.05 m
B - 93RD FLOOR (287'-11 1/2")	287'-11 1/2"
TOP OF CONCRETE TOPPING	154.19 m
B - 94TH FLOOR (289'-11 1/2")	289'-11 1/2"
TOP OF CONCRETE TOPPING	155.33 m
B - 95TH FLOOR (291'-11 1/2")	291'-11 1/2"
TOP OF CONCRETE TOPPING	156.47 m
B - 96TH FLOOR (293'-11 1/2")	293'-11 1/2"
TOP OF CONCRETE TOPPING	157.61 m
B - 97TH FLOOR (295'-11 1/2")	295'-11 1/2"
TOP OF CONCRETE TOPPING	158.75 m
B - 98TH FLOOR (297'-11 1/2")	297'-11 1/2"
TOP OF CONCRETE TOPPING	159.89 m
B - 99TH FLOOR (299'-11 1/2")	299'-11 1/2"
TOP OF CONCRETE TOPPING	161.03 m
B - 100TH FLOOR (301'-11 1/2")	301'-11 1/2"
TOP OF CONCRETE TOPPING	162.17 m
B - 101ST FLOOR (303'-11 1/2")	303'-11 1/2"
TOP OF CONCRETE TOPPING	163.31 m
B - 102ND FLOOR (305'-11 1/2")	305'-11 1/2"
TOP OF CONCRETE TOPPING	164.45 m
B - 103RD FLOOR (307'-11 1/2")	307'-11 1/2"
TOP OF CONCRETE TOPPING	165.59 m
B - 104TH FLOOR (309'-11 1/2")	309'-11 1/2"
TOP OF CONCRETE TOPPING	166.73 m
B - 105TH FLOOR (311'-11 1/2")	311'-11 1/2"
TOP OF CONCRETE TOPPING	167.87 m
B - 106TH FLOOR (313'-11 1/2")	313'-11 1/2"
TOP OF CONCRETE TOPPING	169.01 m
B - 107TH FLOOR (315'-11 1/2")	315'-11 1/2"
TOP OF CONCRETE TOPPING	170.15 m
B - 108TH FLOOR (317'-11 1/2")	317'-11 1/2"
TOP OF CONCRETE TOPPING	171.29 m
B - 109TH FLOOR (319'-11 1/2")	319'-11 1/2"
TOP OF CONCRETE TOPPING	172.43 m
B - 110TH FLOOR (321'-11 1/2")	321'-11 1/2"
TOP OF CONCRETE TOPPING	173.57 m
B - 111TH FLOOR (323'-11 1/2")	323'-11 1/2"
TOP OF CONCRETE TOPPING	174.71 m
B - 112TH FLOOR (325'-11 1/2")	325'-11 1/2"
TOP OF CONCRETE TOPPING	175.85 m
B - 113TH FLOOR (327'-11 1/2")	327'-11 1/2"
TOP OF CONCRETE TOPPING	176.99 m
B - 114TH FLOOR (329'-11 1/2")	329'-11 1/2"
TOP OF CONCRETE TOPPING	178.13 m
B - 115TH FLOOR (331'-11 1/2")	331'-11 1/2"
TOP OF CONCRETE TOPPING	179.27 m
B - 116TH FLOOR (333'-11 1/2")	333'-11 1/2"
TOP OF CONCRETE TOPPING	180.41 m
B - 117TH FLOOR (335'-11 1/2")	335'-11 1/2"
TOP OF CONCRETE TOPPING	181.55 m
B - 118TH FLOOR (337'-11 1/2")	337'-11 1/2"
TOP OF CONCRETE TOPPING	182.69 m
B - 119TH FLOOR (339'-11 1/2")	339'-11 1/2"
TOP OF CONCRETE TOPPING	183.83 m
B - 120TH FLOOR (341'-11 1/2")	341'-11 1/2"
TOP OF CONCRETE TOPPING	184.97 m
B - 121ST FLOOR (343'-11 1/2")	343'-11 1/2"
TOP OF CONCRETE TOPPING	186.11 m
B - 122ND FLOOR (345'-11 1/2")	345'-11 1/2"
TOP OF CONCRETE TOPPING	187.25 m
B - 123RD FLOOR (347'-11 1/2")	347'-11 1/2"
TOP OF CONCRETE TOPPING	188.39 m
B - 124TH FLOOR (349'-11 1/2")	349'-11 1/2"
TOP OF CONCRETE TOPPING	189.53 m
B - 125TH FLOOR (351'-11 1/2")	351'-11 1/2"
TOP OF CONCRETE TOPPING	190.67 m
B - 126TH FLOOR (353'-11 1/2")	353'-11 1/2"
TOP OF CONCRETE TOPPING	191.81 m
B - 127TH FLOOR (355'-11 1/2")	355'-11 1/2"
TOP OF CONCRETE TOPPING	192.95 m
B - 128TH FLOOR (357'-11 1/2")	357'-11 1/2"
TOP OF CONCRETE TOPPING	194.09 m
B - 129TH FLOOR (359'-11 1/2")	359'-11 1/2"
TOP OF CONCRETE TOPPING	195.23 m
B - 130TH FLOOR (361'-11 1/2")	361'-11 1/2"
TOP OF CONCRETE TOPPING	196.37 m
B - 131ST FLOOR (363'-11 1/2")	363'-11 1/2"
TOP OF CONCRETE TOPPING	197.51 m
B - 132ND FLOOR (365'-11 1/2")	365'-11 1/2"
TOP OF CONCRETE TOPPING	198.65 m
B - 133RD FLOOR (367'-11 1/2")	367'-11 1/2"
TOP OF CONCRETE TOPPING	199.79 m
B - 134TH FLOOR (369'-11 1/2")	369'-11 1/2"
TOP OF CONCRETE TOPPING	200.93 m
B - 135TH FLOOR (371'-11 1/2")	371'-11 1/2"
TOP OF CONCRETE TOPPING	202.07 m
B - 136TH FLOOR (373'-11 1/2")	373'-11 1/2"
TOP OF CONCRETE TOPPING	203.21 m
B - 137TH FLOOR (375'-11 1/2")	375'-11 1/2"
TOP OF CONCRETE TOPPING	204.35 m
B - 138TH FLOOR (377'-11 1/2")	377'-11 1/2"
TOP OF CONCRETE TOPPING	205.49 m
B - 139TH FLOOR (379'-11 1/2")	379'-11 1/2"
TOP OF CONCRETE TOPPING	206.63 m
B - 140TH FLOOR (381'-11 1/2")	381'-11 1/2"
TOP OF CONCRETE TOPPING	207.77 m
B - 141ST FLOOR (383'-11 1/2")	383'-11 1/2"
TOP OF CONCRETE TOPPING	208.91 m
B - 142ND FLOOR (385'-11 1/2")	385'-11 1/2"
TOP OF CONCRETE TOPPING	210.05 m
B - 143RD FLOOR (387'-11 1/2")	387'-11 1/2"
TOP OF CONCRETE TOPPING	211.19 m
B - 144TH FLOOR (389'-11 1/2")	389'-11 1/2"
TOP OF CONCRETE TOPPING	212.33 m
B - 145TH FLOOR (391'-11 1/2")	391'-11 1/2"
TOP OF CONCRETE TOPPING	213.47 m
B - 146TH FLOOR (393'-11 1/2")	393'-11 1/2"
TOP OF CONCRETE TOPPING	214.61 m
B - 147TH FLOOR (395'-11 1/2")	395'-11 1/2"
TOP OF CONCRETE TOPPING	215.75 m
B - 148TH FLOOR (397'-11 1/2")	397'-11 1/2"
TOP OF CONCRETE TOPPING	216.89 m
B - 149TH FLOOR (399'-11 1/2")	399'-11 1/2"
TOP OF CONCRETE TOPPING	218.03 m
B - 150TH FLOOR (401'-11 1/2")	401'-11 1/2"
TOP OF CONCRETE TOPPING	219.17 m


$$\frac{1}{8}'' = 1'-0''$$

[illegible]



NORTH ELEVATION

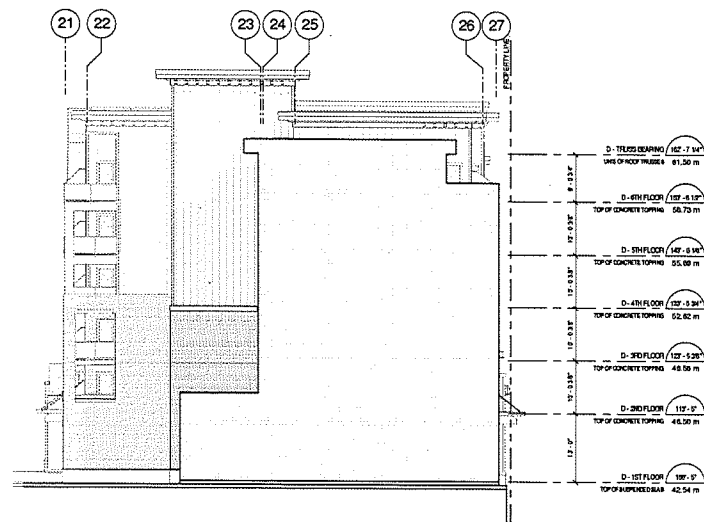
3/32" = 1'-0"

BUILDING FINISHES - BUILDING D

- C - PLASTER - PAINTED BULL'S-UP PLASTER BOARD COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- B1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- C2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- W - WALL - BRICK VENEER METAL MATERIALS CLASSIC USED
- N - TRIM - PAINTED 3x12 MODANO & FLASHING (TYPICAL) COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P1 - TRIM - PAINTED 3x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 3x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- D - TRIM - PAINTED 3x4 WINDOW TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- R - GLAZING - VINYL FRAME WINDOW UNIT FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT FRAME COLOUR TO BE FACTORY BLACK
- V - MISC - METAL GUARD COLOUR TO BE FACTORY BLACK

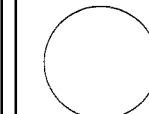
NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



WEST ELEVATION

3/32" = 1'-0"



34 PREPARED FOR ADP
46 PREPARED FOR ADP
26 ISSUED FOR DEVELOPMENT
14 ISSUED FOR CLIENT REVIEW
14 ISSUED FOR CLIENT REVIEW

REVISIONS:

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CONSULTANT:

points west
ARCHITECTURE
227-2276 1/2 Bldg 51
227-2276 1/2 Bldg 51
227-2276 1/2 Bldg 51
227-2276 1/2 Bldg 51

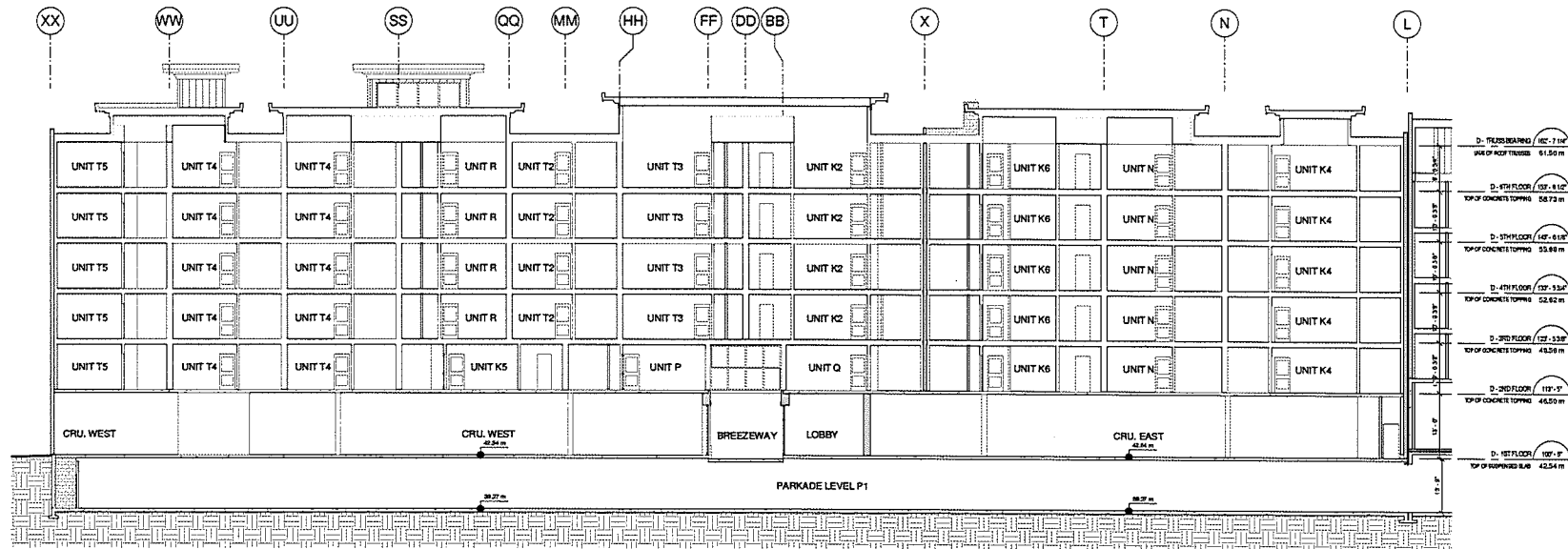
PROJECT:
BRICKWATER
VILLAGE, BLDG D, 79
UNITS

11906 - 2276 STREET, MAPLE RIDGE

DATE: APRIL 2016
SCALE: As Indicated
DRAWING: WP, TF, HB, AG, AD

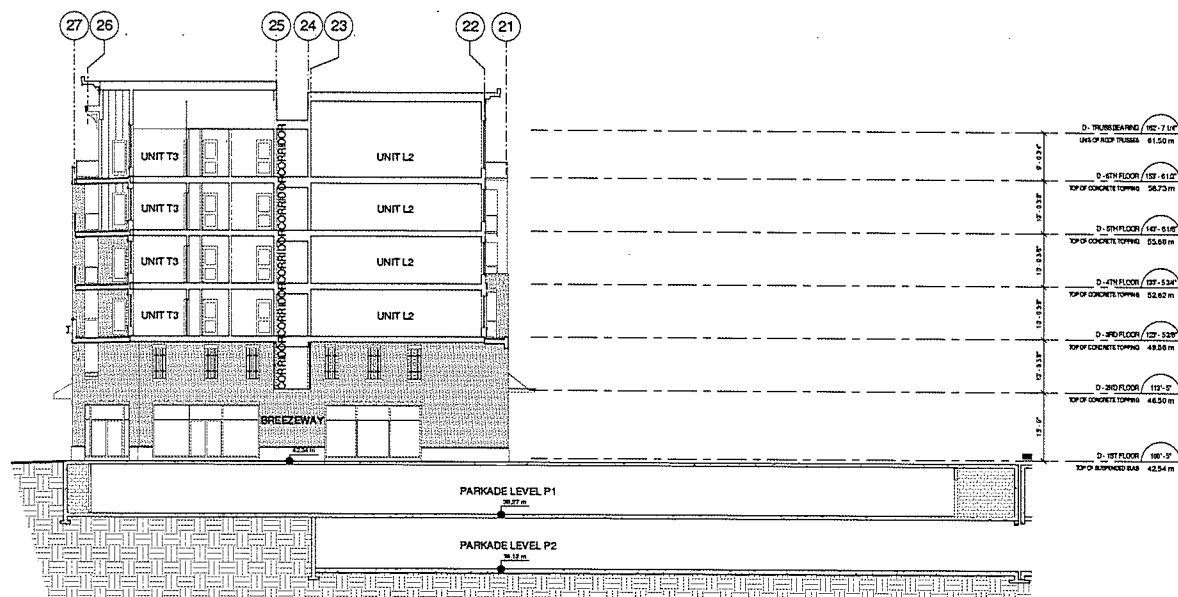
DRAWING TITLE:
ELEVATIONS

JOB NO:
1609
SHEET NO:
DP3.2d



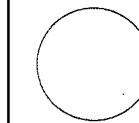
EAST - WEST SECTION

3/32" = 1'-0"



NORTH - SOUTH SECTION

3/32" = 1'-0"



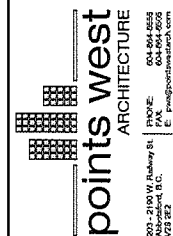
46 PREPARED FOR ADP
246 REVISED FOR ADP
246 REVISED FOR CLIENT REVIEW
246 REVISED FOR CLIENT REVIEW

DATE: 3/20/16
DATE: 3/20/16
DATE: 12/16/16
DATE: 12/16/16

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CONSULTANT:



PROJECT:
BRICKWATER
VILLAGE, BLDG D, 79
UNITS

11900 - 227th STREET, MAPLE RIDGE

DATE: APRIL 2016
SCALE: 3/32" = 1'-0"
DRAWING: WF TP HB AG AP

DRAWING TITLE:
BUILDING SECTION

JOB NO:

1609

SHEET NO:

DP3.3d

APPENDIX J



BISTRO TABLES WITH PATHWAYS



DETENTION PONDS



TREE LINED PATHWAYS



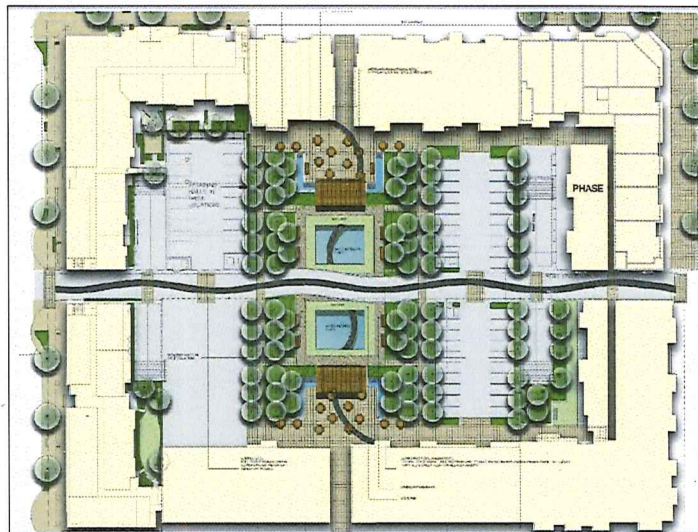
BLVD TREES



WISTERIA ON THE TRELLISES



SIGNAGE THEME



THEME AND CHARACTER



COMBINING MODERN PUBLIC ART WITH TIME PERIOD SIGNAGE



RAISED FOUNTAIN IN BISTRO AREAS



RAISED FOUNTAIN IN BISTRO AREAS



BRICK MATERIAL AT KEY LOCATIONS

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New Westminster, British Columbia
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Email: office@m2la.com

NO.	DATE	REVISION DESCRIPTION	DR.
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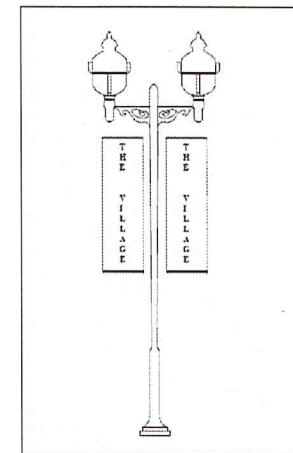
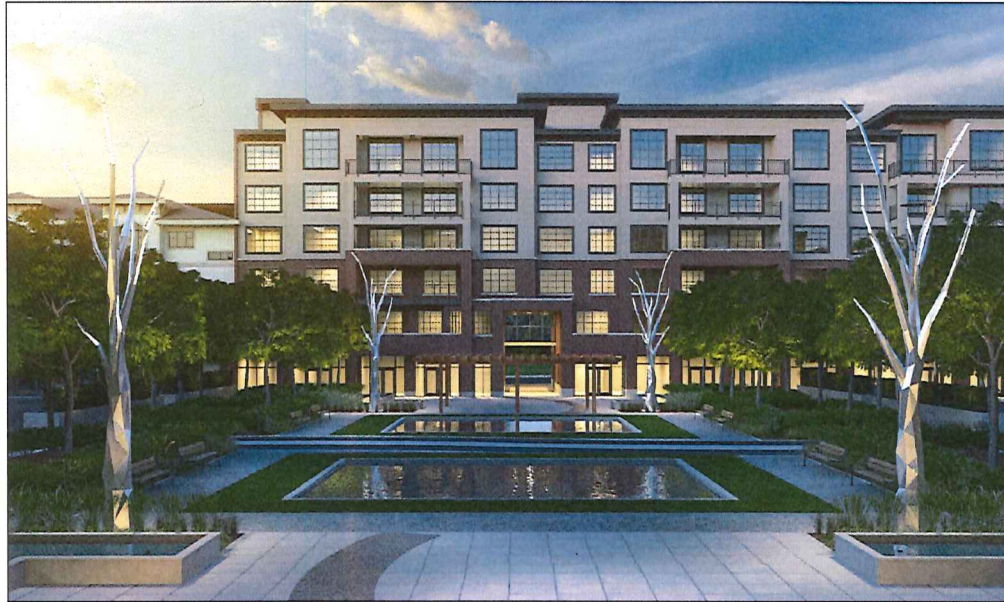
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BRICKWATER VILLAGE
MAPLE RIDGE

ISSUE TITLE:
**THEME
AND CHARACTER**
TE: FEB 5TH 2016 DRAWING NUMBER:
L2
OF 19
LA PROJECT NUMBER: JOB NO 1007

APPENDIX J

SHEET LIST

- L1 SITE PLAN
- L2 THEME & CHARACTER
- L3 PHASE LINES
- L4 TREE PLAN
- L5 SHRUB PLAN
- L6 HARDSCAPE PLAN
- L7 DRAINAGE PLAN
- L8 LIGHTING PLAN
- L9 SECTION 1
- L10 SECTION 2
- L11A OFF-SITE PHASE 1
- L11B SECOND FLOOR PHASE 1
- L12 OFF-SITE PHASE 2
- L13 OFF-SITE PHASE 4
- L14 ROOFTOP PHASE 1
- L15 ROOFTOP PHASE 2 AND 4
- L16 DETAILS
- L17 DETAILS
- L18 SPECIFICATION



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NO.	DATE	REVISION DESCRIPTION	DR.
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2	1990.01.01	PER SUBMISSION	TC
3	1990.01.01	PHASE 2 & 4 ROOFTOP PLANS EDIT	CRS
4	1990.01.01	DP SUBMISSION	TC
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8	1990.01.01	PER ARCH COMMENTS	TC
9	1990.01.01	PER NEW SITE PLAN FROM ARCHIT	TC

NO. DATE REVISION DESCRIPTION DR.

SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE

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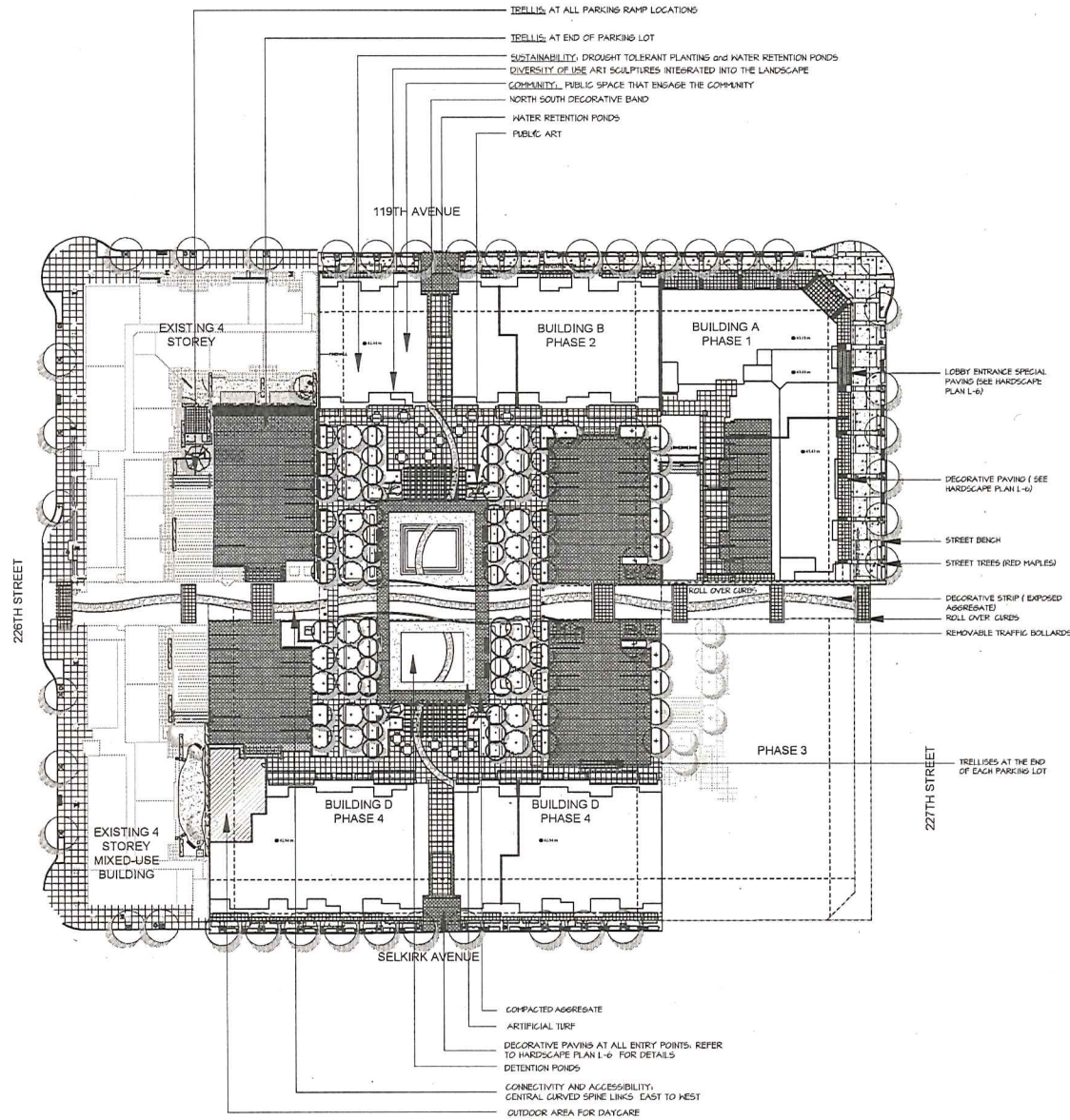
OF 18

M2LA PROJECT NUMBER: JOB NO 1807

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PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE

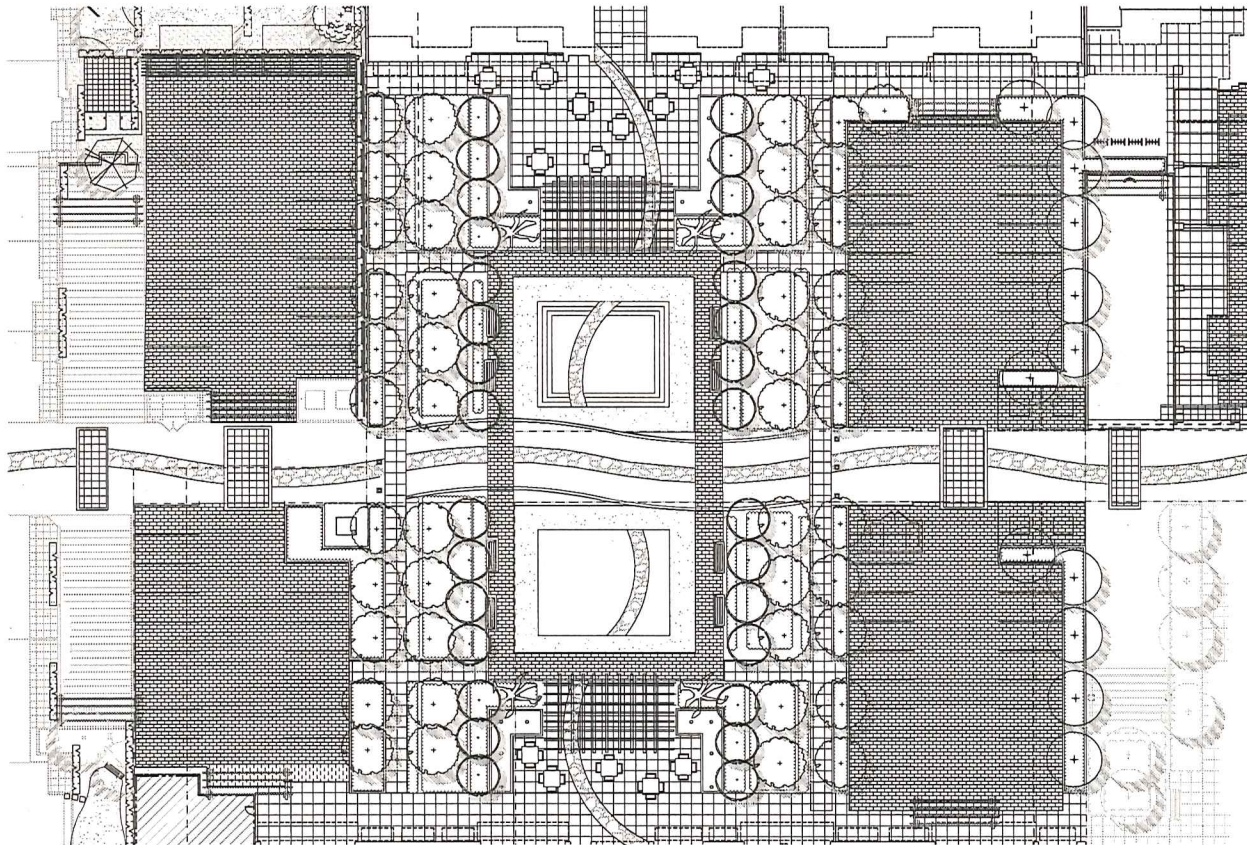
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DESIGNED BY:
CHECKED BY:
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L1

OF 18

8017-3L1P



PLANT SCHEDULE				M2 JOB NUMBER: 0x-xxx
KEY QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS	
12	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	6CM CAL; 2M STD; B4B	
46	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEEAM	7 CM CAL; B4B; 1.2M STD	
30	CORNUS KOUSA 'WOLFETES'	WOLFETES CHINESE DOGWOOD	3M HT; 1.5M STD; B4B	

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CMTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS. TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

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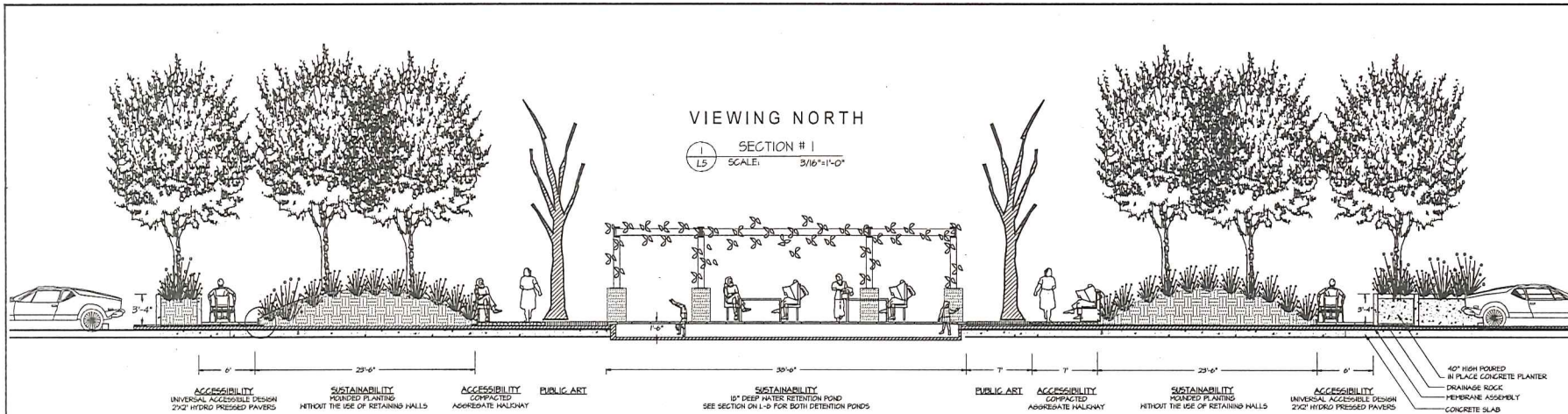


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 BRICKWATER VILLAGE
 MAPLE RIDGE

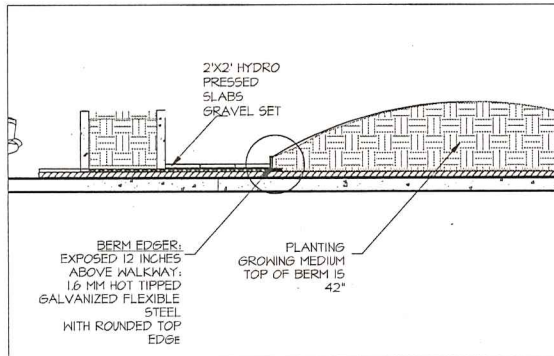
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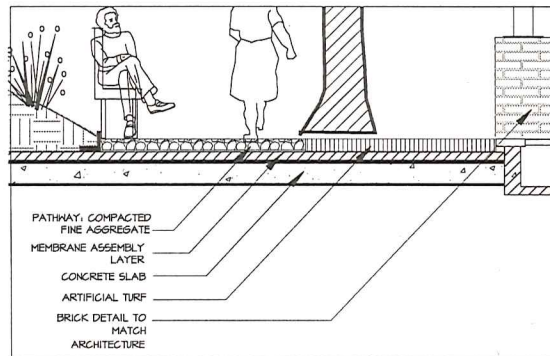
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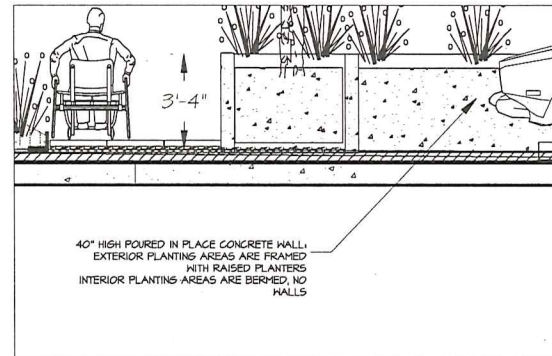
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SLAB LAYERS

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CONCRETE PLANTERS

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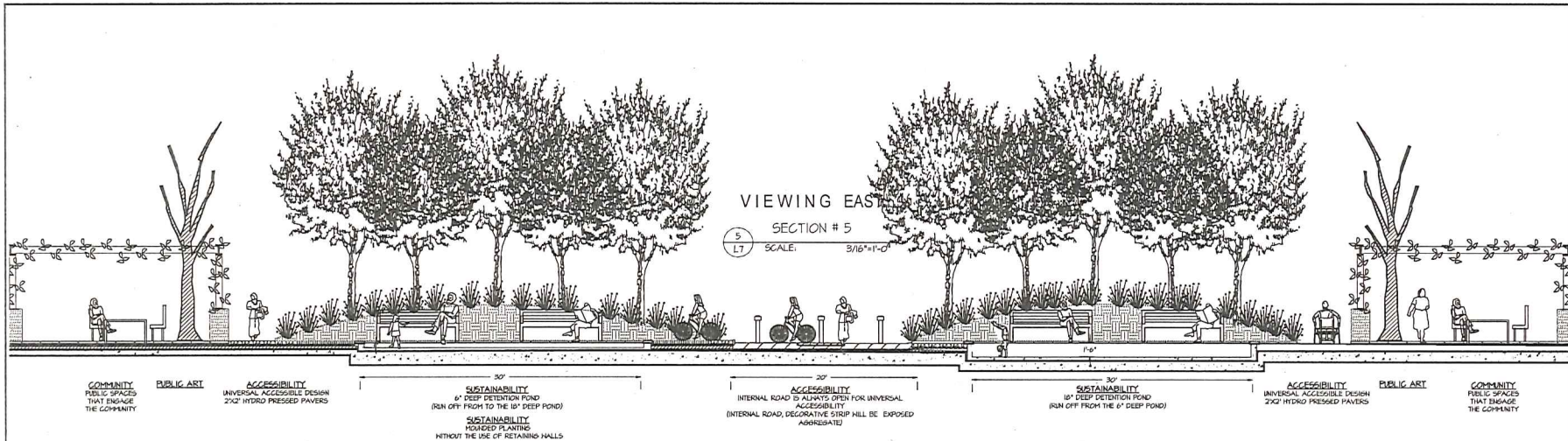
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BRICKWATER VILLAGE
MAPLE RIDGE

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L9

OF 18

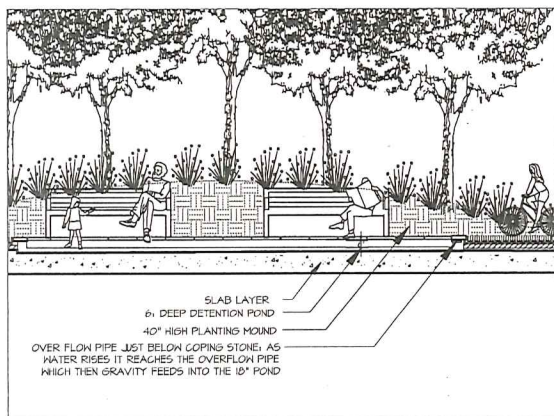


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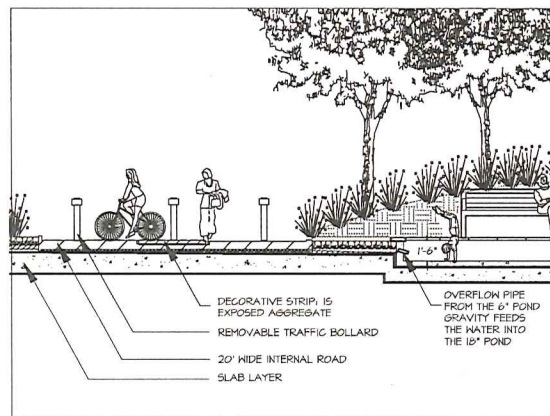
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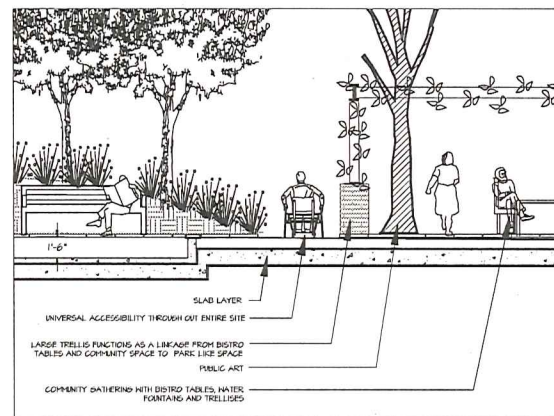
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6\" DETENTION POND



INTERIOR ROAD



COMMUNITY SPACES

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PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE

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APPENDIX K

AMENDMENT OF PURCHASE AND SALE AGREEMENT

THIS AMENDMENT AGREEMENT made as of May 21, 2017.

BETWEEN:

CITY OF MAPLE RIDGE, 11995 Haney Place, Maple Ridge, BC, V2X
6A9

(the "City")

AND:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in
British Columbia under No. BC1106837, having a registered office
at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street,
Langley, BC, V3A 1N9

(the "Developer")

WHEREAS:

A. Pursuant to an Agreement of Purchase and Sale dated for reference August 27, 2015 between the City and Falcon Homes Ltd, as assigned by a assignment and assumption agreement between the City, Falcon Homes Ltd., and the Developer dated for reference February 22, 2017 (collectively the "Purchase Agreement"), the City agreed to sell and the Developer agreed to purchase 14 parcels of land located on 227th St. between 119th Ave. and Selkirk Avenue in the Municipality of Maple Ridge as more particularly described in the Purchase Agreement.

B. The City and the Developer have agreed to amend the Purchase Agreement as set out herein.

NOW THEREFORE the Developer and the City, in consideration of the payment of \$1.00 by the Developer to the City, the promises exchanged in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, covenant and agree with each other as follows:

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meaning assigned to them in the Purchase Agreement.

2. RATIFYING AND REVIVING PURCHASE AGREEMENT

The parties hereby confirm that the Purchase Agreement is revived, ratified and for all purposes is a firm contract binding on each of the parties.

3. AMENDMENTS TO PURCHASE AGREEMENT

The Purchase Agreement is hereby amended as follows:

(1) The definition of "Lands" in section 1.1(n) is deleted and replaced with the following:

(n) "Lands" means all of the following properties in the City of Maple Ridge, and all improvements thereto, legally described as follows:

PID: 009-280-618

Lot "A" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

PID: 009-280-642

Lot "B" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

PID: 009-280-685

Lot "C" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

NO PID

That closed portion of lane shown as Remainder Lot B on Survey Plan EPP65495 attached hereto as Schedule "D" (hereinafter called "Closed Road Lot B")

(the above four lots together hereinafter called "Phase 1 Lands")

PID: 003-047-024

Lot 13 Parcel "D" District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 011-298-235

Lot 14 Parcel "D" District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 005-171-563

Lot 15 District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 005-113-121

Lot 16 District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

NO PID

That closed portion of lane shown as Remainder Lot A on Survey Plan EPP65495 attached hereto as Schedule "D" (hereinafter called "Closed Road Lot A")

(the above five lots together hereinafter called "Phase 2 Lands")

PID: 011-418-796

Lot 5 District Lot 401 Group 1 NWD Plan 9236 except part in Plan EPP65495

PID: 011-418-800

Lot 6 District Lot 401 Group 1 NWD Plan 9236 except part in Plan EPP65495

(the above two lots together hereinafter called "Phase 3 Lands")

PID: 011-381-604

Lot 15 District Lot 401 Group 1 NWD Plan 9190 except part in Plan EPP65495

PID: 002-605-708

Lot 16 District Lot 401 Group 1 NWD Plan 9190 except part in Plan EPP65495

PID: 011-381-612

Lot 17 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-663

Lot 18 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-671

Lot 19 District Lot 401 Group 1 NWD Plan 9190

(the above five lots together hereinafter called "Phase 4 Lands")

(2) Section 1.1(q) is amended by removing the word "five" in the first line and replacing it with "four";

(3) By inserting the following new subsections in 1.1, and renumbering the following sub sections accordingly:

(u) "Road Closure Bylaw" means a bylaw of the City of Maple Ridge closing to traffic those parts of the public laneway dedicated by Plans 9190 and 9236 shown as 'Lot A' and 'Lot B' as shown on the Road Closure Plan and removing their dedication as highway pursuant to section 40 of the *Community Charter* (British Columbia);

(v) "Road Closure Plan" means that Reference Plan EPP65494 accompanying the Road Closure Bylaw, a copy of which is attached hereto as Schedule "D";

(w) "Road Dedication Plan" means that Reference Plan EPP65495, a copy of which is attached hereto as Schedule "E";

(x) "S. 219 Covenant" means a covenant under s. 219 of the *Land Title Act* to be granted by the Developer to the City on the Completion Date for each Phase, having the terms set out in Schedule "F";

(y) "SRW for Access" means a statutory right of way under s. 218 of the *Land Title Act*, to be granted by the City to itself on the Completion Date over all of the Lands for pedestrian and first responder access, having the terms set out in Schedule "H".

(4) Section 2.1 is amended by removing the word "five" in the third line and replacing it with "four";

(5) By inserting a new section 2.2A as follows:

2.2.A S. 219 Covenant – Concurrently with the Completion of the transfer for the Developer of fee simple title to the lands in each Phase, the Developer and the City will enter into, and the Developer will cause to be registered, the S. 219 Covenant with respect to the lands in that Phase.

(6) Sections 2.3, 2.4, 2.5, 2.6, 2.7 and 2.8 are deleted and replaced with the following:

2.3 **Completion Date for Phase 1 Lands** – The Completion Date for the transfer of the Phase 1 Lands to the Developer will be June 9, 2017 or earlier.

2.4 **Completion Date for Phase 2 Lands** - The Completion Date for the transfer of the Phase 2 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 2 Lands to the Developer but may not be later than June 22, 2018.

2.5 **Completion Date for Phase 3 Lands** - The Completion Date for the transfer of the Phase 3 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 3 Lands to the Developer, but may not be later than May 4, 2019.

2.6 **Completion Date for Phase 4 Lands** - The Completion Date for the transfer of the Phase 4 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 4 Lands to the Developer, but may not be later than April 30, 2020.

2.7 **Road Closure, Road Dedication, SRW for Access, and Consolidation Plan** – The Developer will be responsible, at its own cost and expense, for

(a) deposit and registration of the Road Closure Bylaw, Road Closure Plan, and other LTO documents necessary to raise title to the laneway area in the name of the City;

(b) arranging the execution and deposit of the Road Dedication Plan;

(c) arranging the execution and registration of the SRW for Access over all the Lands; and

(d) arranging the execution and deposit of Reference Plan EPP65496 (the "Consolidation Plan", attached hereto as Schedule "G"),

all for registration/deposit immediately prior to registering the Transfer for the Phase 1 Lands. The City will work in good faith with the Developer to obtain required signatures and approvals for the documents and plans described in this section. Because the effect of deposit of the Road Dedication Plan and the Consolidation Plan will be to change the legal description of the Phases 1, 2, 3 and 4 Lands, the parties agree that the Developer will take title to the Lands in each of the Phases as described by Plan EPP65496.

2.8 Purchase Price -- The Developer and the City agree that Purchase Price for the Lands shall be as follows:

Phase 1 Lands	\$1,582,750.00
Phase 2 Lands	\$1,582,750.00
Phase 3 Lands:	\$1,500,000.00
Phase 4 Lands	\$2,500,000.00

all excluding GST, PROVIDED HOWEVER that if the Completion Date for Phase 4 will take place after August 1, 2019, the Purchase Price for the Phase 4 Lands will be determined by the appraisal mechanism determined pursuant to section 2.9. If the Phase 4 Lands are appraised using the mechanism below, the Developer understands that the City will need to give public notice of disposition showing the revised purchase price.

- (7) Section 2.9 is amended by removing the phrase "either or both of the last two Phases to complete, as the case may be" and replacing it with "the Phase 4 Lands";
- (8) Section 2.10 is amended by deleting subparagraphs 2.10(a)(i)(4) and (5) and replacing them with the following:
 - (4) \$400,000 for the Phase 4 Lands;
- (9) Section 2.11 is amended by inserting the following sentence at the end of the section:
"The City will work in good faith with the Developer to obtain required signatures and approvals for the building permits described in this section."

- (10) By inserting the following as a new section 3.1A:

The obligation of the City and Developer to complete the transaction contemplated by this Agreement is subject to the fulfilment on or before June 2, 2017 of the Approving Officer having approved:

- (a) The Road Dedication Plan substantially in the form attached as Schedule "E".

The City and Developer agree that the condition precedent created by this section is for the benefit of both of them and cannot be waived.

- (11) By deleting subparagraphs 4.4(a)(i), (ii), and (iii) and replacing them with the following:

- (i) in the case of the Completion for Phase 1:

1. the application to deposit the Road Closure Plan signed by all parties except the City, along with a copy of the Road Closure Plan;
2. the application to deposit the Road Dedication Plan, signed by all parties except the City, along with a copy of the Road Dedication Plan;
3. the SRW for Access;
4. the application to deposit the Consolidation Plan signed by all persons required to sign it except for the City, along with a copy of the Consolidation Plan, and

- (ii) in the case of Completion for each and every Phase:

1. The Transfer;
2. The City's statement of adjustments;
3. The Developer's GST Certificate;
4. the Option to Purchase, and
5. the S. 219 Covenant,

- (12) By deleting section 4.4(b) in its entirety and replacing it with:

(b) Before the Completion Date, the City will cause the City's Solicitors to deliver to the Developer's Solicitors:

- (i) in the case of the Completion for Phase 1:

- (1) one certified copy of the Road Closure Bylaw;
 - (2) the signed application to deposit the Road Closure Plan;
 - (3) The City's certificate applying to cancel the Province's right of resumption in Closed Road Lot A and Closed Road Lot B;
 - (4) The signed application to deposit the Road Dedication Plan;
 - (5) the SRW for Access, signed on behalf of the City; and
 - (6) the signed application to deposit the Consolidation Plan;
- (ii) in the case of Completion for each and every Phase:
1. the Transfer, signed on behalf of the City;
 2. the City's statement of adjustments, signed on behalf of the City;
 3. the Option to Purchase, signed on behalf of the City; and
 4. the S. 219 Covenant, signed on behalf of the City

to the Developer's Solicitors, on undertakings satisfactory to the City's Solicitors, acting reasonably. The Developer shall cause the Developer's Solicitors to prepare all associated filing forms for the documents mentioned in this section.

- (13) By deleting Section 4.5 in its entirety and replacing it with the following:

4.5 Completion – On or before the Completion Date for a Phase,

- (a) forthwith after receipt by the Developer's Solicitors of such payment from the Developer of the Purchase Price for that Phase as described in section 2.8, adjusted under section 4.3, and the documents listed in section 4.4(b) from the City's Solicitors for that Phase, the Developer will cause the Developer's Solicitors to apply to the LTO to deposit and register the documents listed in section 4.4(b) (except the City's statement of adjustments) in the LTO as an all or nothing concurrent application; and
- (b) upon the Developer's Solicitor being satisfied after deposit of the documents described in the 4.5(a) for registration in the LTO that, in the normal course of LTO routine, the Developer will be the registered owner in fee simple of the Lands in that Phase, subject only to the Permitted Encumbrances, the Developer will cause the Developer's Solicitors to deliver a certified solicitor's trust cheque for the adjusted Purchase Price for that Phase payable to the City directly to the City.

The parties agree that all requirements of this section are concurrent requirements and that nothing will be Completed on the Completion Date of a phase until everything required to be done by this section for that Phase is done.

- (14) By deleting section 5.2 (g) in its entirety; and
- (15) Section 6.6 is amended by replacing the notice information for the Developer with the following:

Falcon Village Development Ltd.
#101-11862 226th Street
Maple Ridge, BC V2X 9C8
fax number: 604-477-5575
Email Address: fred@falconhomes.com
Attention: Fred Formosa

- (16) Section 6.14 is amending by adding the following references:

Schedule D – Road Closure Plan
Schedule E – Road Dedication Plan
Schedule F – S. 219 Covenant
Schedule G – Consolidation Plan
Schedule H – SRW for Access

- (17) By changing all references in the Agreement to the "Re-Purchase Option" to be "Option to Purchase"

4. SCHEDULES TO PURCHASE AGREEMENT

The Purchase Agreement is hereby further amended by

- (1) Replacing Schedule "A" with the page attached to this Agreement as Schedule "A";
- (2) Replacing Schedule "B" with the pages attached to this Agreement as Schedule "B";
- (3) in Schedule "C", changing the legal name of the City on page 23, from "the Corporation of the City of Maple Ridge" to "City of Maple Ridge";
- (4) Attaching as a new Schedule "D" the page attached to this Agreement as Schedule "D";
- (5) Attaching as a new Schedule "E" the page attached to this Agreement as Schedule "E";

(6) Attaching as a new Schedule "F" the covenant terms attached to this Agreement as Schedule "F";

(7) Attaching as a new Schedule "G" the page attached to this Agreement as Schedule "G"; and

(8) Attaching as a new Schedule "H" the SRW terms attached to this Agreement as Schedule "H".

5. CONFLICT

The parties affirm and agree that the Purchase Agreement remains unchanged, except as amended herein. This Agreement will be read together with the Purchase Agreement as if the provisions of this Agreement and the Purchase Agreement were contained in one agreement. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of this Agreement will prevail.

6. EFFECT

All amendments in this Agreement take effect as of the date and year first written above.

7. ENUREMENT

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

8. TIME TO REMAIN OF THE ESSENCE

Time shall remain of the essence in respect of the Purchase Agreement and this Agreement.

9. GOVERNING LAW

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.

10. COUNTERPARTS

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument, and any party may sign by utilizing facsimile transmission facilities.

As evidence of their agreement to be bound by the terms, the parties have caused this Agreement to be signed and delivered under seal by their authorized signatories as of the dates set out below:

CITY OF MAPLE RIDGE, by its authorized signatories:

Nicole Read
Mayor: **NICOLE READ**
MAYOR

[Signature]
Corporate Officer: **DARRELL DENTON**
ACTING CORPORATE OFFICER

JUNE 7, 2017
Date

FALCON VILLAGE DEVELOPMENT LTD., by its authorized signatories:

[Signature]
Name:

June 2/2017
Date

Schedule "A"

PIDs: 009-280-618, 009-280-642, 009-280-685, Closed Road Lot B (Phase 1 Lands)

With respect to Closed Road Lot B: the reservations and exceptions contained in Section 50 of the *Land Act* and section 35 of the *Community Charter*, in favour of the Crown in Right of British Columbia.

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

PIDs: 003-047-024, 011-298-235, 005-171-563, 005-113-121, Closed Road Lot A (Phase 2 Lands)

With respect to Closed Road Lot A: the reservations and exceptions contained in Section 50 of the *Land Act* and section 35 of the *Community Charter*, in favour of the Crown in Right of British Columbia.

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

PIDs: 011-418-796, 011-418-800 (Phase 3 Lands)

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

PIDs: 011-381-604, 002-605-708, 011-381-612, 011-381-663, 011-381-671 (Phase 4 Lands)

With respect to PID 011-381-1529 and 011-381-604: Undersurface Rights AB81529

With respect to PID 002-605-708: Undersurface Rights Y170450

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

Schedule "B"

Overall Development Proposal:

The comprehensive re-development of the Town Centre Lands includes a total of five mixed-use buildings varying in height from five to six storeys, with a total residential yield of 215 units and approximately 4,693 m² (50,512 ft²) of commercial floor space. The comprehensive development plan includes an underground parkade spanning the balance of the city block that will serve all future buildings. Two ramps to the underground parking structure will be accessed from the internal lane. Building and parkade construction will occur in four phases, beginning in the north-east corner and ending with the buildings along Selkirk Avenue.

Amenity Spaces and Public Art:

The centre of the block is proposed to be developed as a public plaza space that includes landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation. Patio space will have the potential to serve as an extension of the commercial space for outdoor seating. Public art will be incorporated into the central plaza space. Vehicular traffic will be restricted through the middle portion of the plaza to create a pedestrian and cycling friendly space.

Space for a commercial 25 child daycare will also be provided within the development. By reference to sections 14 and 16 of the B.C. Child Care Licensing Regulation, this will require 150 m² of indoor space (not including bathrooms, hallways etc.) and 150 m² of outdoor space. If, due to change of legislation or other reason outside the control of the developer, the child care space as built does not meet the requirements for care of 25 children, the space must be used for child care purposes, and for the maximum number of children permitted according to the applicable legislation.

Green Building Components:

All of the proposed buildings will be constructed to a LEED Certified standard equivalency, although the formal certification process will not be pursued. The developer will be required to submit a Commissioner's Report to the City one year after occupancy in the absence of the formal certification process. The following green building components are proposed to meet the LEED certification standard:

- Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces
- Rain water recovery systems
- Organic waste facilities
- Infrastructure for future alternative energy sources
- Roof gardens and permeable paving to reduce impervious surfaces
- Reduced indoor and outdoor water use through fixture selection and irrigation requirements

- Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance.
- Materials are environmentally, economically, and socially have preferable life-cycle impacts
- Reduce construction water and divert materials wherever possible
- Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces.
- Electrical vehicle charging stations and Provision for Electrical Vehicles
 - Public: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power.
 - CRU tenants: install conduit to allow for one Level 2 charging receptacle per CRU unit.
 - Residents: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

Rental Housing:

Both rental and accessible housing units will be provided in the proposed buildings. The number of rental units to 10% of the residential units in the project (21 total), with 50% of those being market rental and 50% being affordable non-market rental. The rental housing units will be subject to a perpetual Housing Agreement, which will permit the rental housing units to be sold but only to be occupied by a renter as defined in the Housing Agreement. The breakdown is as follows:

- a. 5 rental units in Phase 1, being:
 - i. 2 – two bedroom units, rented at market rate
 - ii. 2 – three bedroom units, rented at market rate
 - iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code
- b. 4 rental units in Phase 2, being:
 - i. 3 – one bedroom units, rented at market rate
 - ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code
- c. 5 rental units in Phase 3
 - i. 2 – two bedroom units, rented at market rate
 - ii. 2 – three bedroom units, rented at market rate
 - iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code

d. 7 affordable non-market units in Phase 4

- i. 3 – two bedroom units, rented at affordable non-market rate
- ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code

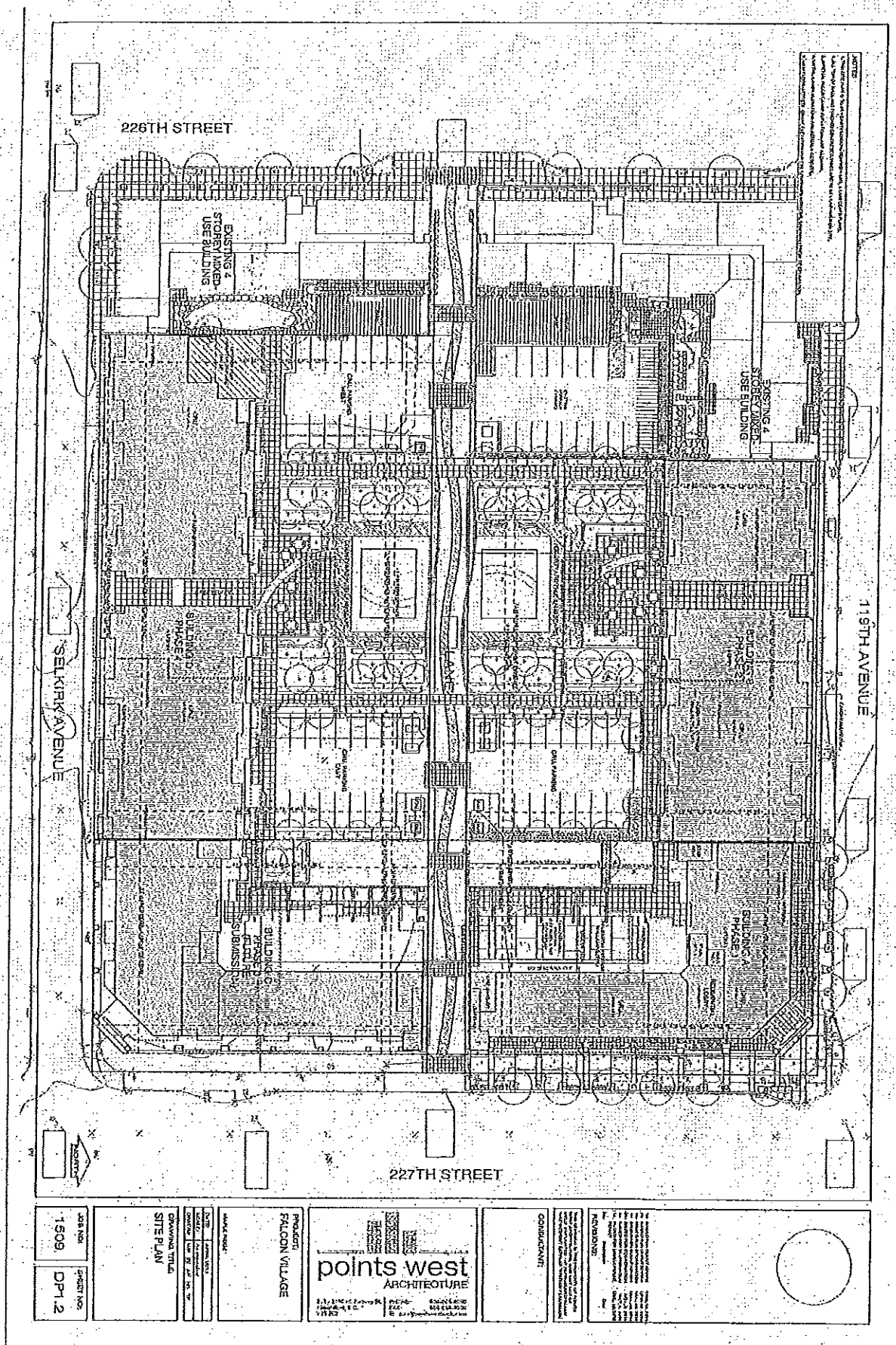
For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada).

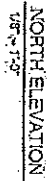
Adaptable Housing:

In addition to secured rental housing units, adaptable housing units will also be provided. The developer proposes to provide age-in-place measures following the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society. These measures include:

- Thresholds (including doorways and showers)
- Backing/reinforcement for future grab bars in washrooms and at stairs
- Doors – as wide as possible; easily operated hardware (lever sets)
- Passageways and pinch points
- Shower control valves

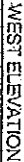
10% of units will be constructed to this standard.





BUILDING PRINCIPLES - BUILDING 2

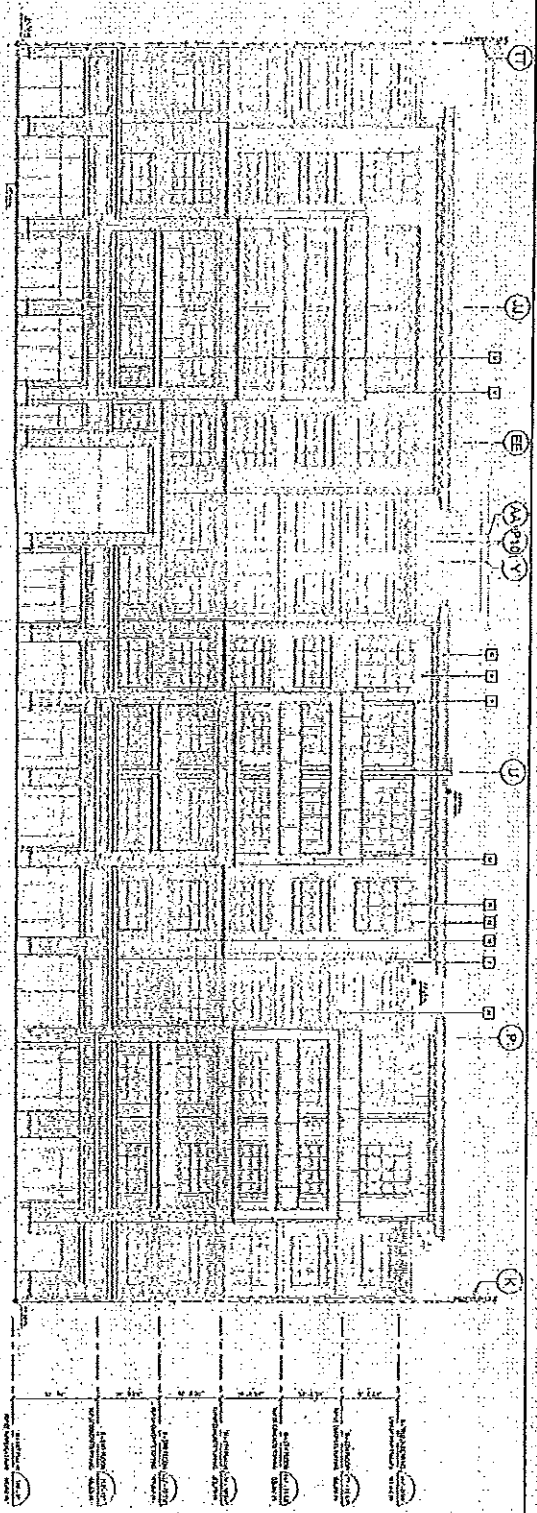
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points west
ARCHITECTURE

PROJECT:
BRICKWATER
VILLAGE PHASE 2,
BLDG. E, 59 UNITS

ELEVATIONS

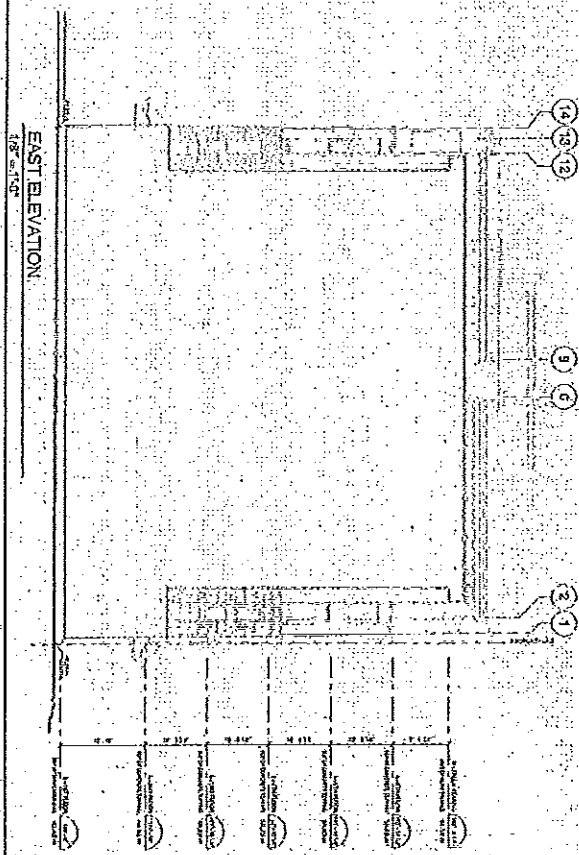
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JOB NO:	1604



SOUTH ELEVATION
1/8" = 1'-0"

INTELLECTUAL PROPERTY

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EAST ELEVATION

178-0001

REVISIONS

Rev.	Revised by	Revised Date
1	John A. Smith	10/10/00
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points west
ARCHITECTURE

1221 S. 113th St. Ste. 100
Burien, WA 98148
V2B 202

PHONE 206.444.8255
FAX 206.444.8201
E-mail: info@pointswest.com

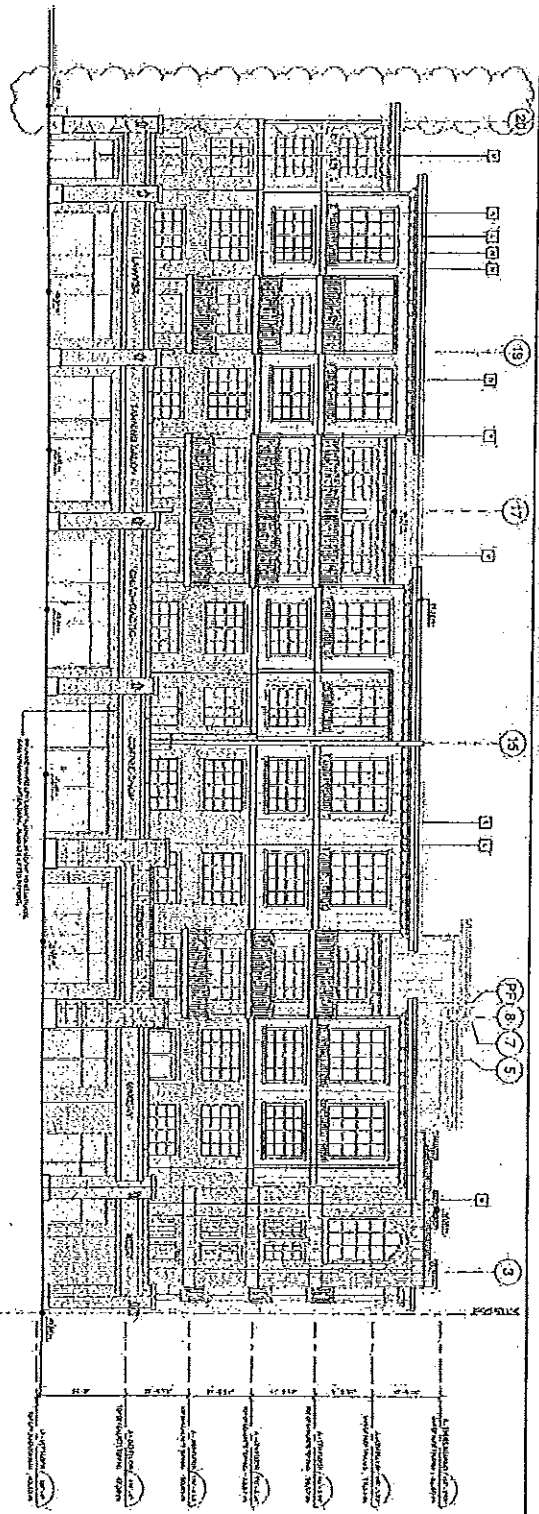
PHASION;
FALCON VILLAGE,
PHASE 2, BLDG. B, 59
UNITS

DATE	APRIL 20TH
BY	AS SHOWN
NAME	W. T. AS

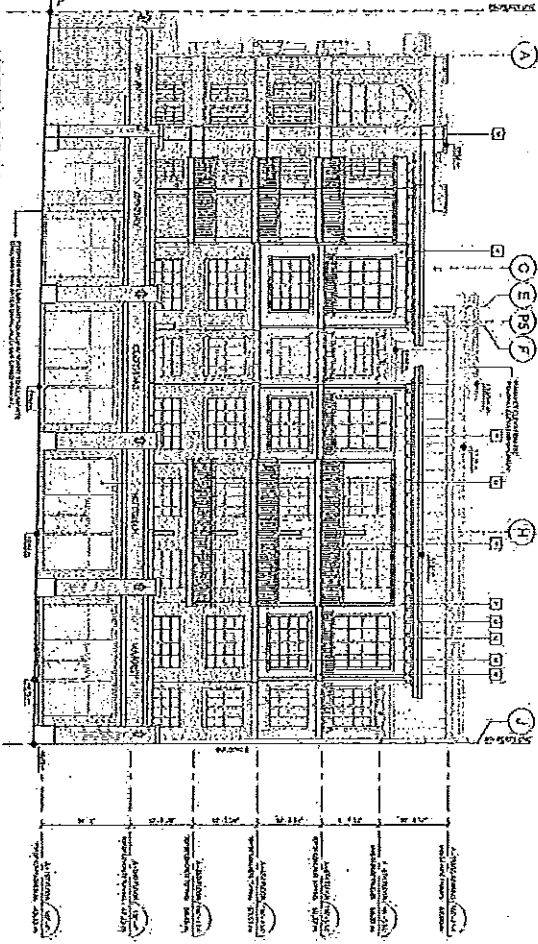
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ELEVATIONS

1509-B
JOB NO. 1

SHEET NO. 1
DP3.2h



EAST ELEVATION
1/8" = 1'-0" (1:96)



NORTH ELEVATION
7/8" = 1'-0" (1:86)

WILLIAMS, PHILIP - DUBLINER

Q. FRACASIA - FRACTIONATE THE OIL ON THE FRACTIONAL DISTILLATION COLUMN TO SEPARATE THE VARIOUS FRACTIONS OF THE OIL.

ADDITION TO BIRTH RECORDS MONTHLY COLLECT A FIVE
L-SMALL-COPY CLARENCE APPROVE
ANNUAL REPORT ADVISORY BOARD REASONS TO HELP

HE + WALT = BRUCE + DORIS
MAYNARD ANDERSON CAMPBELL

THE TRIBE = PANTHERS AND COYOTES!

WILLIAM J. VAN PRAET, WILLIE COLLINS, M. D.
D-THOMAS AND E. VAN DER WERF
CARLTON, TO THE COMMONS, HOUSE OF COMMONS

RE-CLUBBING WITH VARIOUS GROUPS OF
FRIENDS GOING TO BILLY RAY'S BAR

U.S. DEPARTMENT OF AGRICULTURE
NATIONAL AGRICULTURAL LIBRARY
WASHINGTON, D.C. 20503-4801

1. *Staphylococcus aureus* (S. aureus) is a Gram-positive, spherical bacterium that is commonly found on the skin and in the nose of humans and animals. It is a facultative anaerobe, meaning it can grow with or without oxygen. S. aureus is known for its ability to form a protective biofilm and its resistance to many antibiotics.

1. The author of the book is a professional writer and a former editor of a major newspaper.

[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

points west
ARCHITECTURE

PMIDJ80T;
BRICKWATER;
VILLAGE PHASE 1,
BUDG A, 44 UNITS

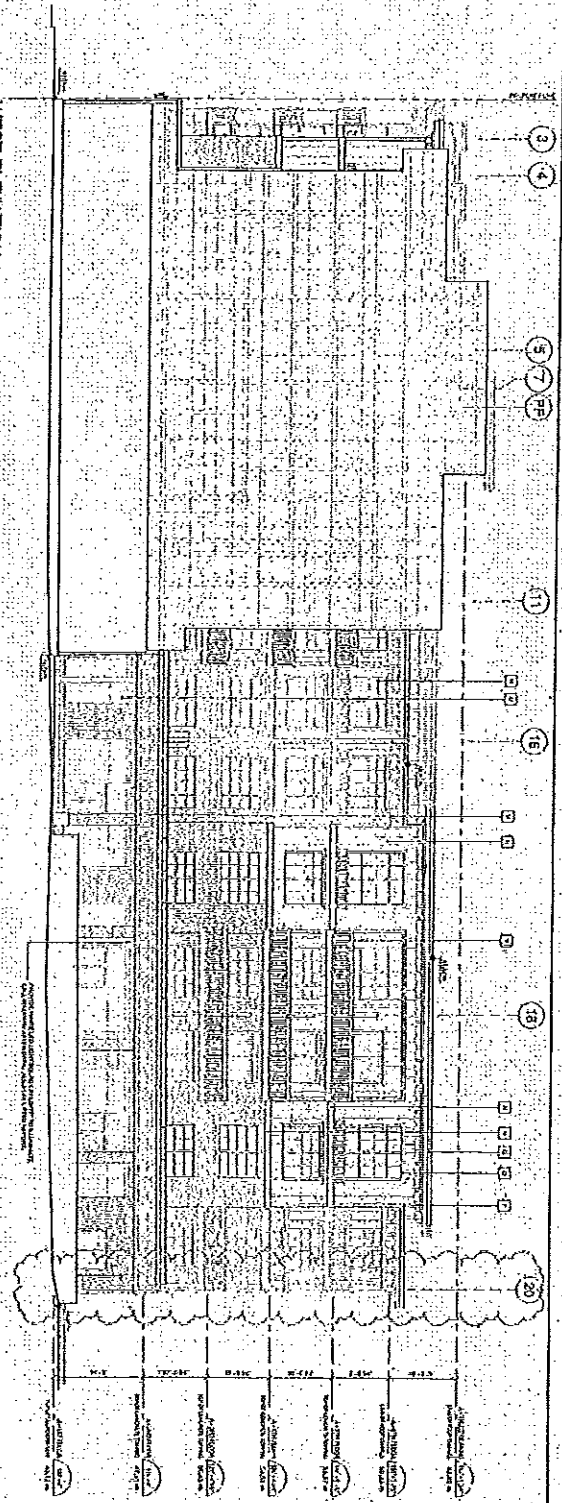
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1509

DP3.1a

CONVITRANCIO

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 42. **cause of**
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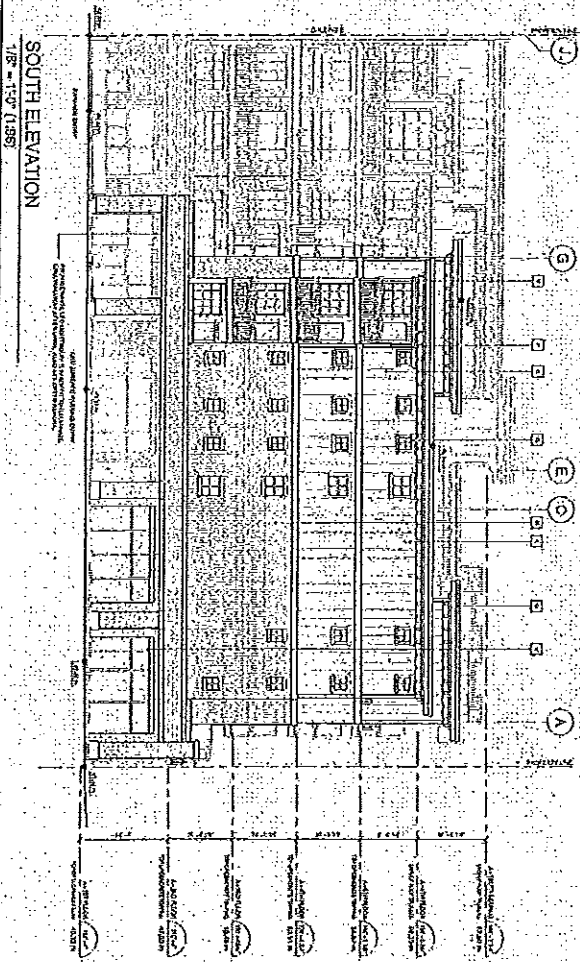


WEST ELEVATION
1/8" = 1'-0" (198)

- BUILDING MATERIALS - SEE PLAN**
- 1. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 2. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 3. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 4. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 5. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 6. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 7. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
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 - 10. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
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 - 14. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 15. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 16. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 17. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 18. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 19. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.
 - 20. EXTERIOR WALLS: 12" THICK CONCRETE BLOCK WITH 1/2" THICK PLASTER AND 1/4" THICK STUCCO.

NOTES

- 1. APPROXIMATE SCALE: 1/8" = 1'-0" (198)
- 2. APPROXIMATE SCALE: 1/8" = 1'-0" (198)
- 3. APPROXIMATE SCALE: 1/8" = 1'-0" (198)
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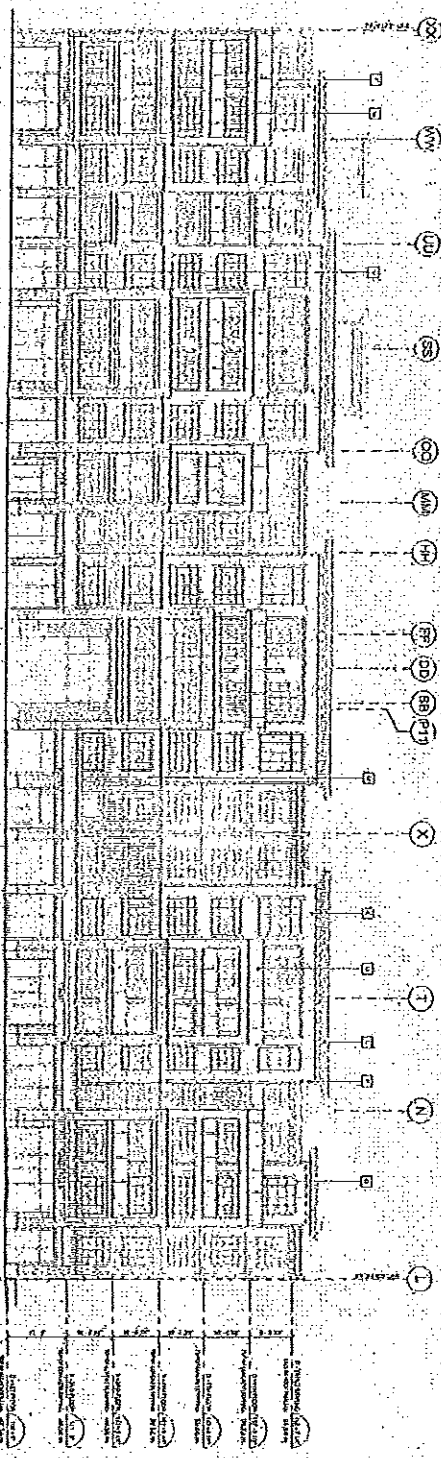


SOUTH ELEVATION
1/8" = 1'-0" (198)

<p>points west ARCHITECTURE</p> <p>1508 1508</p>		<p>BRICKWATER VILLAGE PHASE 1 BLDG A, 44 UNITS</p>	<p>DESIGNED TITLE ELEVATIONS</p>	<p>DATE 10/1/18</p>	<p>PROJECT NO. 1508</p>	<p>SHEET NO. DP3.2A</p>
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SOUTH ELEVATION

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

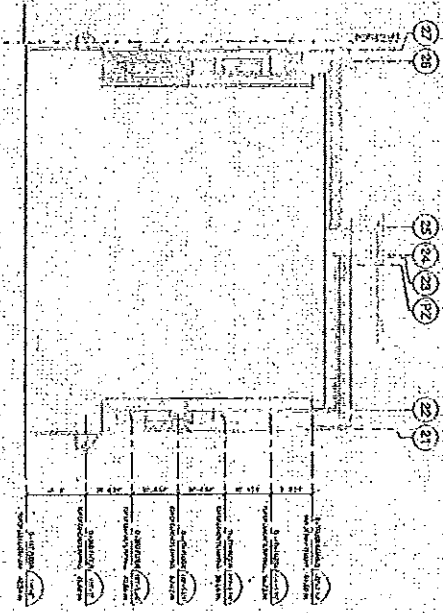


LEGEND

- 1. FINISH - EXTERIOR WALLS AND CEILING
- 2. FINISH - INTERIOR WALLS AND CEILING
- 3. FINISH - FLOORING
- 4. FINISH - ROOFING
- 5. FINISH - PAINT
- 6. FINISH - GLASS
- 7. FINISH - METAL
- 8. FINISH - WOOD
- 9. FINISH - STONE
- 10. FINISH - BRICK
- 11. FINISH - TILE
- 12. FINISH - PLASTER
- 13. FINISH - Gypsum Board
- 14. FINISH - Concrete
- 15. FINISH - Asphalt
- 16. FINISH - Gravel
- 17. FINISH - Sand
- 18. FINISH - Earth
- 19. FINISH - Rock
- 20. FINISH - Steel
- 21. FINISH - Aluminum
- 22. FINISH - Copper
- 23. FINISH - Brass
- 24. FINISH - Silver
- 25. FINISH - Gold
- 26. FINISH - Nickel
- 27. FINISH - Tin
- 28. FINISH - Lead
- 29. FINISH - Zinc
- 30. FINISH - Cadmium
- 31. FINISH - Mercury
- 32. FINISH - Selenium
- 33. FINISH - Tellurium
- 34. FINISH - Bismuth
- 35. FINISH - Antimony
- 36. FINISH - Arsenic
- 37. FINISH - Vanadium
- 38. FINISH - Chromium
- 39. FINISH - Manganese
- 40. FINISH - Iron
- 41. FINISH - Cobalt
- 42. FINISH - Nickel
- 43. FINISH - Copper
- 44. FINISH - Zinc
- 45. FINISH - Cadmium
- 46. FINISH - Mercury
- 47. FINISH - Selenium
- 48. FINISH - Tellurium
- 49. FINISH - Bismuth
- 50. FINISH - Antimony
- 51. FINISH - Arsenic
- 52. FINISH - Vanadium
- 53. FINISH - Chromium
- 54. FINISH - Manganese
- 55. FINISH - Iron
- 56. FINISH - Cobalt
- 57. FINISH - Nickel
- 58. FINISH - Copper
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- 60. FINISH - Cadmium
- 61. FINISH - Mercury
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- 70. FINISH - Iron
- 71. FINISH - Cobalt
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- 94. FINISH - Bismuth
- 95. FINISH - Antimony
- 96. FINISH - Arsenic
- 97. FINISH - Vanadium
- 98. FINISH - Chromium
- 99. FINISH - Manganese
- 100. FINISH - Iron

EAST ELEVATION

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



PROJECT:

FALCON VILLAGE

BLDG D, 75 UNITS

DATE:

1509-D

DP3.1d

DESIGNED BY:

POINTS WEST

ARCHITECTURE

CONSULTANT:

1

PURSUANT TO SECTION 120 LAND TIRE ACT
PURSUANT TO SECTION 40 COUNTY CHARTER
BCGS 97G.018

Integrated Survey Area No. 34, Vop's Ridge, NAD53 (CSES), 4408016190

The 174 cash and secured interests period security interest is derived from the RUSCO published conditions of sale and is defined for public control purposes as 440000 and 440000.

The plus minus historical ground-level difference when area was acquired is computed and distance, plus minus ground-level difference is the average combined value of 440000, with has been derived from public control previously 440000 and 440000.

☒ Control Element Fund
☐ Standard Iron Post Fund
☐ Standard Iron Post Set
☐ Standard Lead Pig Set

~~Note:~~ This plot shows one or more values of ρ which are not ad in the live curve(s)

[illegible]

Book Of Reference	
Description	Area (sq)
Port Road Dr. 426 C2 A10 Pave 81.50	436.9
Port Road Dr. 426 C2 A10 Pave 81.56	212.2

Do you see who the
greater than our spiritual father

The field survey reported by this plan was completed on the 2nd day of September, 2014
L&L Research, B23 203

REFERENCE PLAN OVER PARTS OF:

LOTS 13 TO 16 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7997,
 LOTS A, B, AND C DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 22418,
 LOTS A AND B DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65494,
 LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 9236
 LOTS 15 AND 16 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 9190

PURSUANT TO SECTION 107 LAND TITLE ACT
 BCOS 526518

Scale bar: 0 25 50 m
 The printed plot size of this plan is 340 mm in width by 461 mm in height.
 The plot area shown is 125,000 sq m.

Integrated Survey Area No. 36, Maple Ridge, HUD83 (OSPS), 4.0.0.02.1.0.0.0

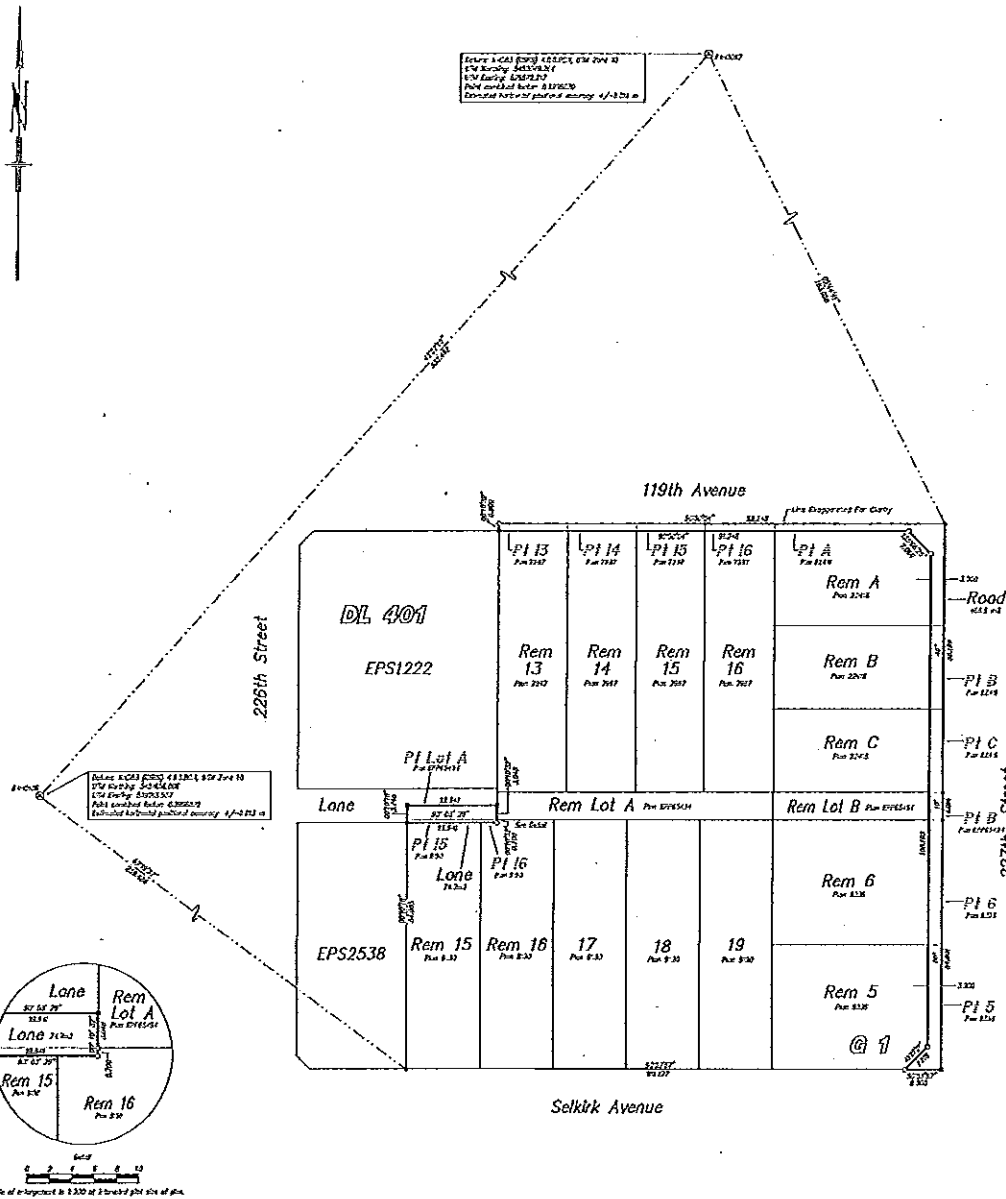
OSM features are derived from the OSM data set. The OSM data set is a digital representation of the OSM data set. The OSM data set is a digital representation of the OSM data set.

The OSM data set is a digital representation of the OSM data set. The OSM data set is a digital representation of the OSM data set. The OSM data set is a digital representation of the OSM data set.

LEGEND:

- ① Contour Boundary
- Standard Iron Pin
- Standard Iron Pin Set
- Standard Iron Pin Set

Note: Some lines have been suggested for clarity.



This plan is a true and correct copy of the original plan as filed with the Registrar of Titles.

This plan is a true and correct copy of the original plan as filed with the Registrar of Titles.

This plan is a true and correct copy of the original plan as filed with the Registrar of Titles.

Schedule "F"

TERMS OF INSTRUMENT - PART 2

Section 219 Covenant

THIS COVENANT dated for reference the ____ day of _____, 201____,

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "Developer")

AND:

CITY OF MAPLE RIDGE, a municipality incorporated under the *Community Charter*, and having its office at 11995 Haney Place, Maple Ridge, BC, V2X 6A9

("City")

WHEREAS:

- A. The Developer is the registered owner in fee simple of those lands and premises in Maple Ridge, British Columbia which are legally described in Item 2 of the Form C attached hereto ("Lot ____");
- B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- C. The City, after a request for proposal process, sold Lot ____ to the Developer on the condition that Lot ____ is developed in conformance with the Developer's development proposal, including the provision of amenities for the development;
- D. **[AMEND AS REQUIRED]** An agreement on these same terms is also registered or is expected to be registered against another portion of this development being PID: ____, Lot ____, *[list other three lots]* and it is intended that this Agreement and the agreement registered on those other properties shall be read as one agreement and the defined term "Lands" includes those other properties together with Lot ____.
- E. The Developer wishes to grant and City wishes to accept these covenants over Lot ____ restricting the use and subdivision of Lot ____ in the manner herein provided;

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One (\$1.00) Dollar paid by City to the Developer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* of British Columbia as follows:

Grant of Section 219 Covenant

1. The Developer hereby covenants, promises and agrees, pursuant to the Section 219 of the *Land Title Act*, as amended, that the Developer shall not subdivide, not build, use or not use Lot ____, as the case may be; and may not apply for a building permit or occupancy permit as the case may be, except as provided for in Attachment "1" attached hereto.

Costs

2. The Developer shall comply with all the requirements of this Agreement at its own cost and expense.

Construction Standards

3. All works and services required to be undertaken by the Developer pursuant to this Agreement shall be completed to City's applicable bylaw standards for those works and services and to the satisfaction of City.

Plans

4. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Developer shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan.

Registration

5. The Developer agrees to do everything necessary, at the Developer's expense, to ensure that this Agreement is registered against title to Lot ____ with priority over all financial charges, financial liens and financial encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of City.

Priority

6. Where any part of this Agreement requires the Developer to grant City a further covenant, statutory right of way or other interest in land as a condition of a subdivision or use of Lot ____, the Developer shall apply to register that document, at its own cost, in priority to all registered and pending financial charges.

Severance

7. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

Runs with Lands

8. The covenants set forth herein shall charge Lot ____ pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with Lot ____ and bind Lot ____ and every part or parts thereof, and shall attach to and run with Lot ____ and each and every part to which Lot ____ may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of Lot ____, but shall charge the whole of the interest of such purchaser and shall continue to run with Lot ____ and bind Lot ____ and all future owners of Lot ____ and any portion thereof.

Other Development Requirements

9. The Developer acknowledges and agrees that this Agreement does not include all the requirements for development of Lot ____ or any portion of Lot ____, and that prior to construction or other development work, the Developer must obtain all necessary development permits, development variance permits, building permits, and other required approvals from City. The Developer acknowledges and agrees that acceptance of this Agreement by City is not confirmation that permits and other approvals will be granted or given by City.

Specific Relief

10. Because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British

Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this agreement.

Indemnity

11. The Developer hereby releases, indemnifies and saves harmless City, its elected officials, officers, employees, agents and others for whom City is responsible at law from and against any and all manner of actions, causes of actions, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it.

Interpretation

12. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

Bylaw to the Contrary

13. This Agreement shall restrict the subdivision and use of Lot ____ in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of City.

Other Requirements

14. The Developer acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Developer from complying with all enactments and lawful requirements in relation to the subdivision and use of Lot ____.

Further Assurances

15. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

Waiver

16. Waiver by City of any default by the Developer shall not be deemed to be a waiver of any subsequent default.

Powers Preserved

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to Lot ____, all of which may be fully and effectively exercised in relation to Lot ____ as if this Agreement had not been executed and delivered by the Developer.

Enurement

18. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

Municipal Discretion

19. Wherever in this Agreement the approval of City is required, some act or thing is to be done to the satisfaction of City, or City is entitled to form an opinion or is given a sole discretion:
 - (a) The relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of City;
 - (b) The approval, opinion or satisfaction is in the discretion of City in its sole and unfettered discretion; and
 - (c) City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body.

References

20. Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

City's Representative

21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by City's Director of Planning or his/her delegate ("Planner").

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

ATTACHMENT "1"

Siting and Development

1. All buildings and structures to be constructed or erected on the Lands shall be constructed or erected in compliance with the Design Guidelines, attached hereto as Attachment "2". The City's Planner is hereby authorized to approve minor amendments to the Design Guidelines provided that such amendments are consistent with the overall character and intent of the original Design Guidelines. All references to Phases in this Attachment "1" refer to the buildings to be built in phases as shown on the Design Guidelines.
2. The Lands shall not be occupied for residential purposes unless the Developer has constructed, installed and completed all trees, shrubs, flowers, structural soils or approved alternative, irrigation systems, screening, decorative pavers, decorative concrete, decorative brick, decorative lighting, water features, seating areas and other aesthetic features to be constructed and installed on the Lands, as shown on the Design Guidelines to the satisfaction of the Planner, on or before the date that is ninety (90) days following the substantial completion of all dwellings to be constructed on the Lands.
3. All vehicular traffic through the Lands will be prohibited except through the east-west corridor marked "Lane" on page DP1.2 of the Design Guidelines.
4. The Developer will make provision for routes for pedestrian, wheelchair and bicycle transportation through the development, including granting easements for passage over the Lands or common property as the case may be, to the satisfaction of the Planner.

Public Art

5. The Lands shall not be occupied for residential purposes unless the Developer has provided one or more pieces of public art, such as statuary, to be situated on the Lands, at a minimum collective value of twenty thousand dollars (\$20,000.00), to the satisfaction of the Planner. The Developer will inform the Planner of the exact number, situation and descriptions of the public art pieces, and the Developer will ensure the approved public art pieces are installed before the Developer makes application to the City for an occupancy permit for that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496.
6. The public art pieces described in section 5 above shall be maintained in perpetuity by the Developer or its successors in title.

Child Care Centre

7. The Developer shall, as part of the development of that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496, construct a daycare space within that development being one commercial retail unit, of at least 150 m² of indoor space (not including bathrooms and hallways) and 150 m² of exclusive-use outdoor space, for use as a 25-child daycare (the "Daycare Space").
8. No building or structure on that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496 shall be occupied until and unless the Developer has, to the satisfaction of the Planner and the Planner has confirmed same in writing:
 - a. obtained an occupancy permit from the City of Maple Ridge for the Daycare Space, and
 - b. entered into a written lease agreement with a daycare operator for use and operation of the Daycare Space.
9. Notwithstanding the City's zoning bylaw or any other bylaws or changes to any Provincial legislation regulating day care spaces, the Developer will use the Daycare Space only for the operation of a daycare.

Green Building – LEED Certified Equivalency

10. Prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, the Developer will ensure that the commercial and multi-family residential buildings on the Lands are constructed in a manner that is equivalent to or exceeds the 'LEED Certified' building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard ("LEED Certified"). The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the LEED Certified standard of construction in effect as of the date of this Agreement, exclusive of any performance requirements of that standard, and provide written confirmation to the City. For clarity, the parties anticipate that the Developer will employ the following methods:
 - a. Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces;
 - b. Rain water recovery systems;
 - c. Organic waste facilities;

- d. Infrastructure for future alternative energy sources;
- e. Roof gardens and permeable paving to reduce impervious surfaces;
- f. Reduced indoor and outdoor water use through fixture selection and irrigation requirements;
- g. Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance;
- h. Materials are environmentally, economically, and socially have preferable life-cycle impacts;
- i. Reduce construction water and divert materials wherever possible;
- j. Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces; and
- k. Electrical vehicle charging stations and provision for Electrical Vehicles:
 - i. Public parking: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power;
 - ii. CRU tenant parking: install conduit to allow for one Level 2 charging receptacle per CRU unit; and
 - iii. Residents' parking: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

Rental Housing – Affordable Rental and Market Rental

11. The Developer shall not construct any building or structure on the Lands or apply for a building permit in respect of the Lands, and the City shall not be obliged to issue a building permit in respect of the Lands, unless and until the Developer has entered into a housing agreement with the Municipality pursuant to section 483 of the *Local Government Act* in respect of the following number of units, in perpetuity:

- a. 5 rental units in Phase 1, being:
 - i. 2 – two bedroom units, rented at market rate,
 - ii. 2 – three bedroom units, rented at market rate, and
 - iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.

- b. 4 rental units in Phase 2, being:
 - i. 3 – one bedroom units, rented at market rate, and
 - ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- c. 5 rental units in Phase 3
 - i. 2 – two bedroom units, rented at market rate,
 - ii. 2 – three bedroom units, rented at market rate, and
 - iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- d. 7 affordable non-market units in Phase 4
 - i. 3 – two bedroom units, rented at affordable non-market rate, and
 - ii. 4 – one bedroom units, rented at affordable non-market rate; with 2 of these being fully accessible as described in the BC Building Code.

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada). The Housing Agreement will define affordable non-market rents, the criteria for qualified renters, any qualifications on ownership of the rental units, and the forms of tenure for the units.

Adaptable Units

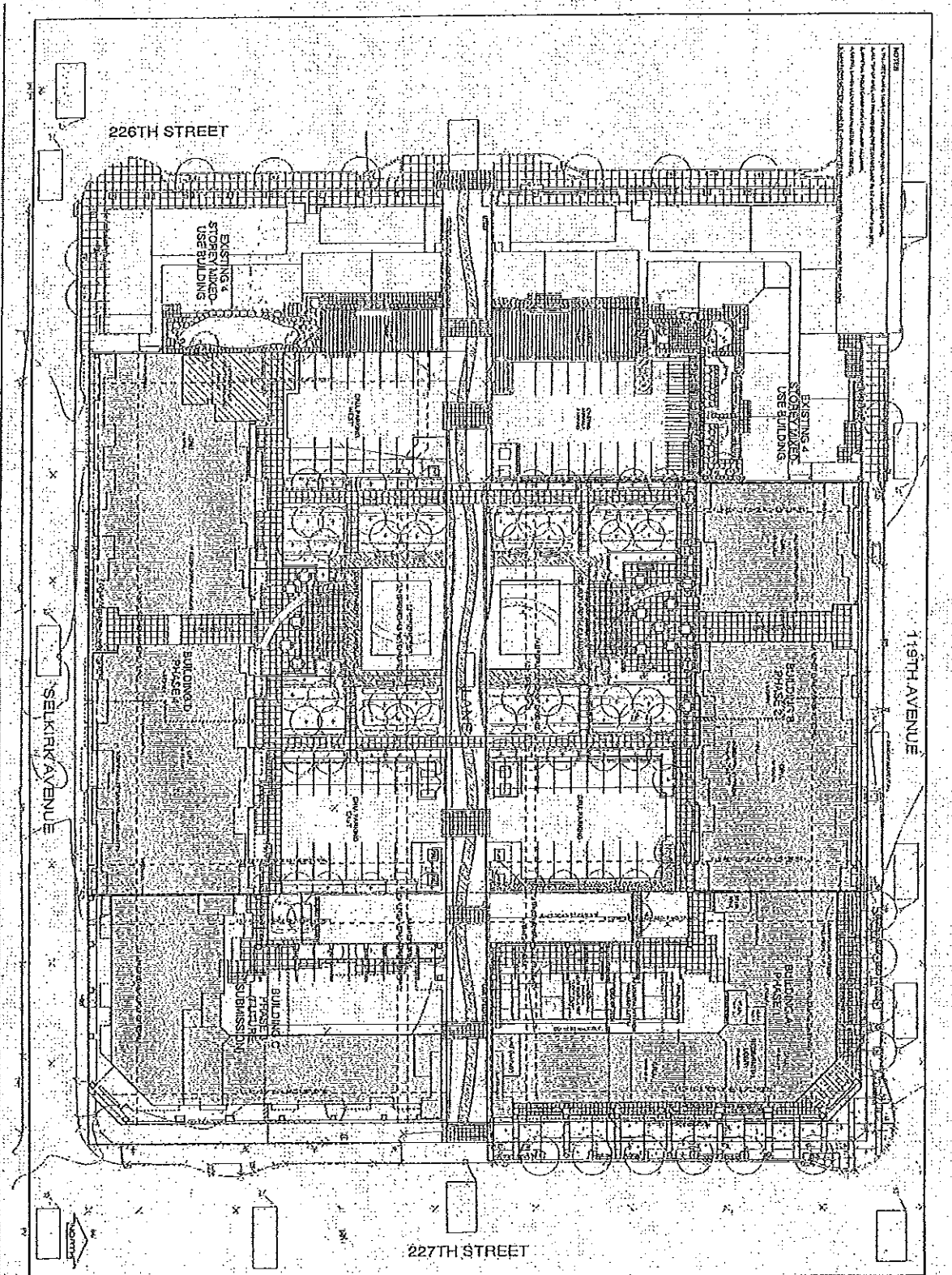
12. Prior to applying for an occupancy permit in respect of any residential building on the Lands, ensure a minimum of 10% of the residential buildings are built on the Lands in accordance with the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society ("Saferhome Standard"), including, but not limited to, the following adaptable criteria:
 - a. Thresholds (including doorways and showers);
 - b. Backing/reinforcement for future grab bars in washrooms and at stairs;
 - c. Doors – as wide as possible; easily operated hardware (lever sets); and
 - d. Passageways and pinch points

The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the *Saferhome* Standard of construction in effect as of the date of this Agreement, and provide written

confirmation to the City. For clarity, the units constructed to the Saferhome Standard will not also be counted as units that comply with the accessibility requirements of the BC Building Code as described in section 11 above.

Restriction on Subdivision

13. The Developer shall not subdivide any portion of the Lands by way of strata plan under the *Strata Property Act* unless the Planner states in writing that the Planner is satisfied that the Developer has met or is on track to meet all requirements of this Agreement.



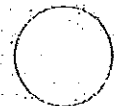
JOB NO. 1509
SHEET NO. DP1.2

PROJECT: FALLOON VILLAGE
DRAWING TITLE: SITE PLAN
DATE: 10/20/10
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

points west
ARCHITECTURE
1000 11th Avenue S.
Suite 100
Seattle, WA 98144
Tel: 206.461.1111
Fax: 206.461.1112
www.pointswestarch.com

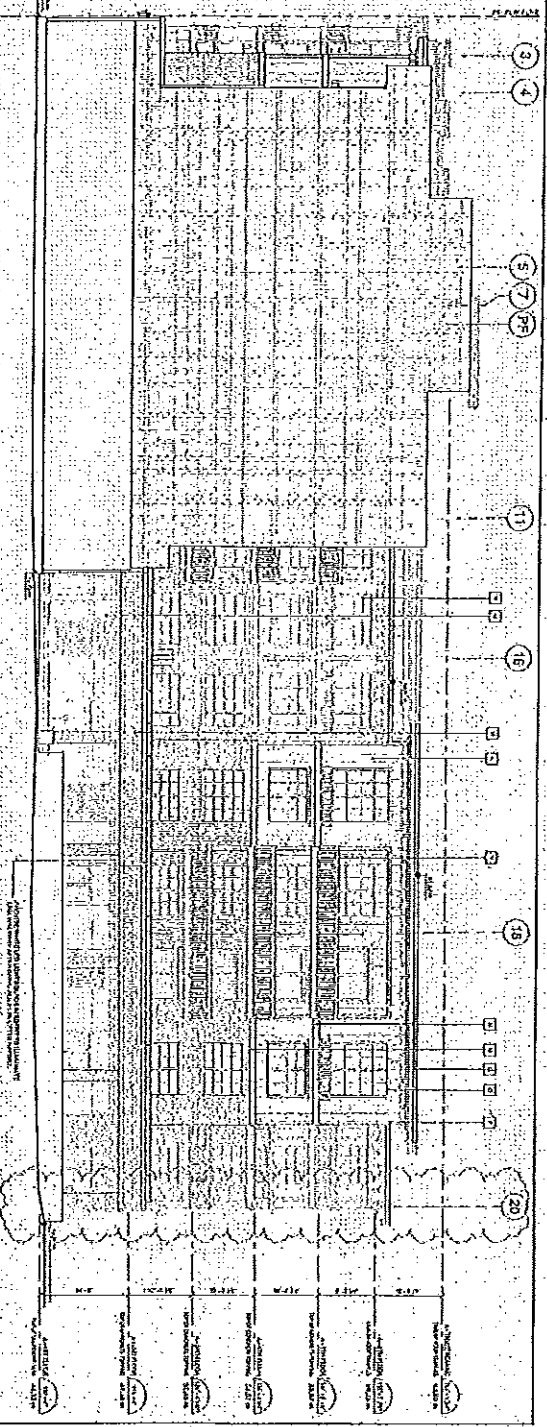
CONSULTANT:
[Blank space for consultant information]

REVISIONS:
[Blank space for revisions]



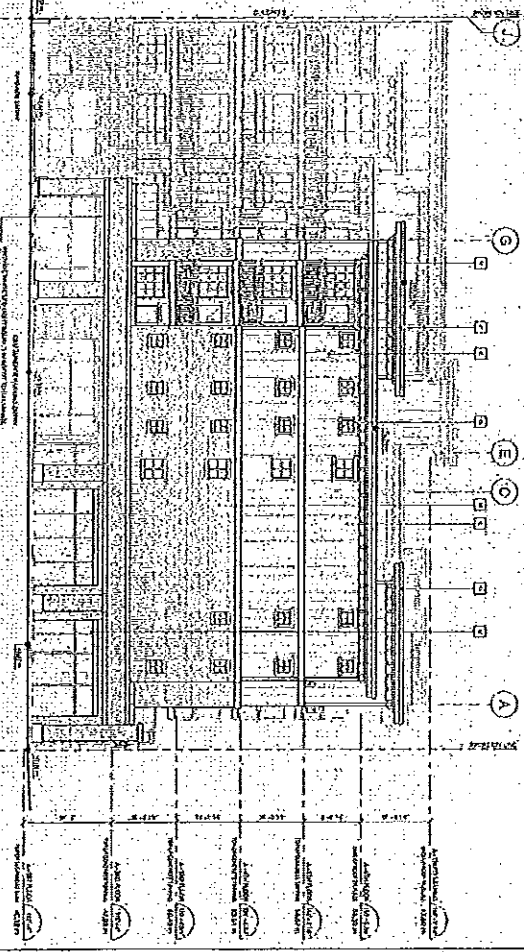
WEST ELEVATION

1/8" = 1'-0" (1/32)



SOUTH ELEVATION

1/8" = 1'-0" (1/32)



- NOTES**
1. REFER TO GENERAL NOTES FOR ALL NOTES.
 2. REFER TO GENERAL NOTES FOR ALL NOTES.
 3. REFER TO GENERAL NOTES FOR ALL NOTES.
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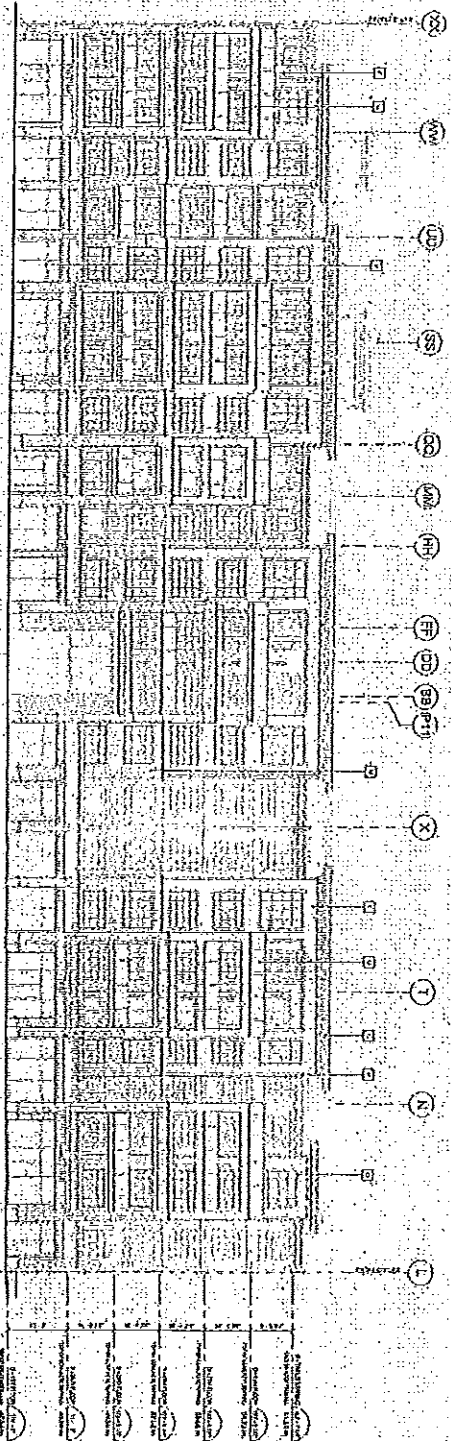
points west
ARCHITECTURE

1509 1509
1509 1509

BRIDGEWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

BRIDGEWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

BRIDGEWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

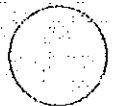
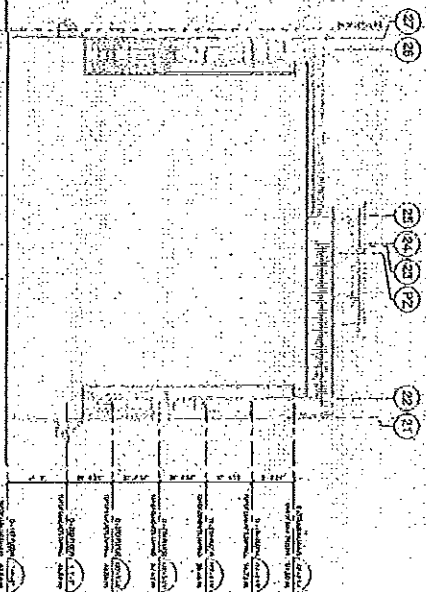


SOUTH ELEVATION
3/32" = 1'-0"

- NOTES:**
1. ALL MATERIALS AND FINISHES TO BE APPROVED BY THE ARCHITECT.
 2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS.
 4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE.
 5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODE OF BUILDING OFFICIALS.
 6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS.
 7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS.
 8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF ELECTRICAL ENGINEERS.
 9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS.
 10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS.
 11. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF ELECTRICAL ENGINEERS.
 12. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS.

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9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS.

EAST ELEVATION
3/32" = 1'-0"

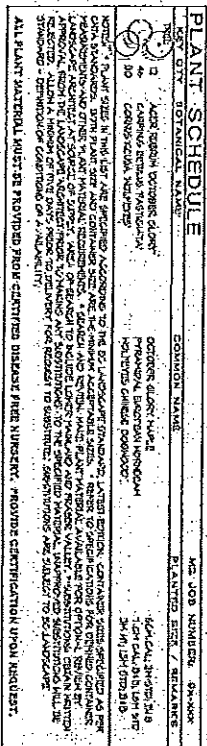


points west
ARCHITECTURE

PROJECT:
FALCON VILLAGE
BLDG D, 75 UNITS

DATE: 10/1/03
DRAWN BY: J. D. JONES
CHECKED BY: J. D. JONES
ELEVATIONS

JOB NO.: 1509-D
SHEET NO.: 0P8.1d

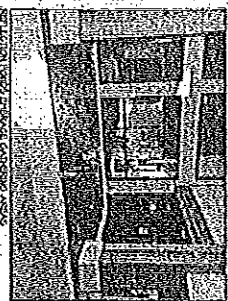
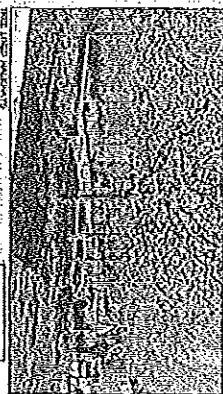
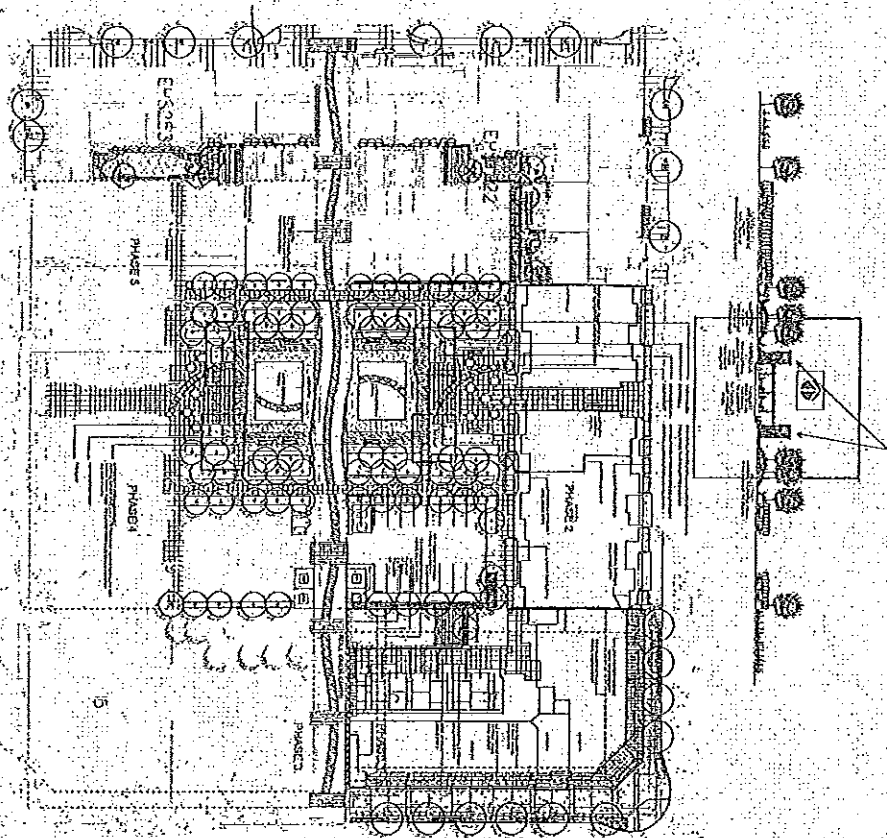
[illegible]

#220-26 Lottie Mewes
New Westminster, British Columbia
V3L 5L7
Tel: 604.553.0094
Fax: 604.553.0043
Email: office@ml2a.com

BRICKWATERVILLAGE
MAPLE RIDGE

TREE PLAN

DATE: JAN 20 2006	DATE: 1/20/06
SOLE MERCHANT	SOLE MERCHANT
BUYING	BUYING
SELLING	SELLING
CREDIT	CREDIT
STAFF INFORMATION	STAFF INFORMATION



PHASE 1 - EXISTING BUILDING

PROJECT	THE VILLAGE
LOCATION	MAPLE RIDGE
DATE	2011
SCALE	1/8" = 1'-0"
DESIGNED BY	LANDSCAPE ARCHITECTURE
DRAWN BY	LANDSCAPE ARCHITECTURE
CHECKED BY	LANDSCAPE ARCHITECTURE
DATE	2011
PROJECT NO.	13
DATE	2011



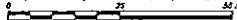
NO.	DESCRIPTION	DATE
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

4020 - 25th Avenue
 Suite 200
 Burnaby, British Columbia
 V5A 2J2
 Tel: 604.553.0004
 Fax: 604.553.0005
 Email: info@m2landscape.com

LOT 13 TO LOT 16 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 7997 EXCEPT PLAN EPP65495
LOTS A, B, AND C DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 2241B EXCEPT PLAN EPP65495
LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 9236 EXCEPT PLAN EPP65495
LOT 17 TO LOT 19 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 9190
LOT 15 AND LOT 16 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 9190 EXCEPT PLAN EPP65495
LOT A AND LOT B DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP65494 EXCEPT PLAN EPP65495

ECGS 520078

Integrated Survey Area No. 36, Up's Ridge, NADRI (CSRS), LA05C16150



The horizontal pitch size of this plot is 562 rev in pitch by 265 rev in height (0.532) plot plotted at a scale of 1:500

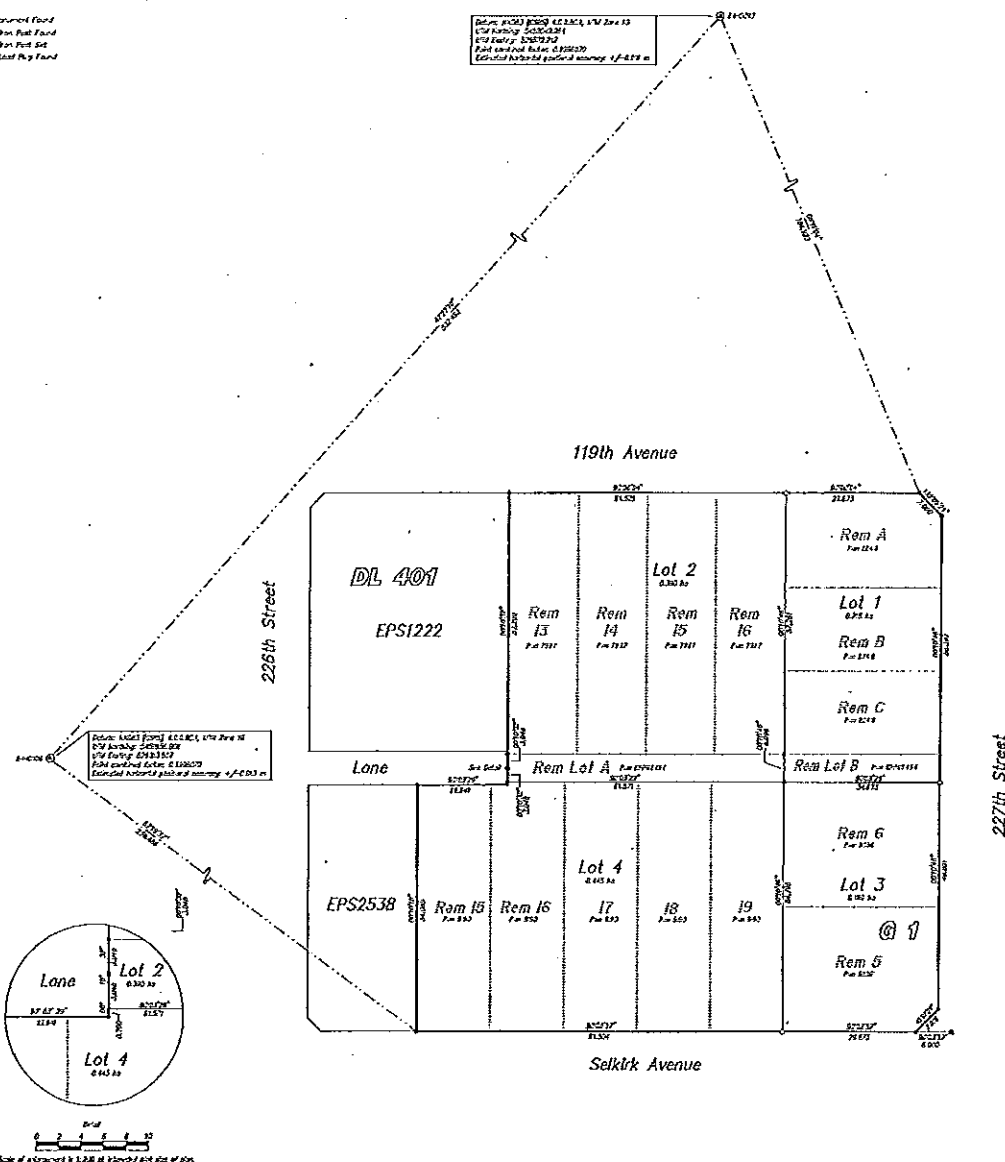
Old listings are deleted from all editions but are given a final number as 44-0137 and 44-0138 and are referred to as the archival number of 075 June 1994.

Pre-SSE covariances and estimated structural paths of security network are derived from the SSE-published covariances and standard deviations.

[illegible]

LEGEND

- ☒ Control Structure Fund
- ☐ Standard Non Profit Fund
- ☐ Standard Non Profit Set
- ☐ Standard Asset Mgt Fund



Die gibt es nicht für
keine Nummer Federal Credit

The last survey requested by this plan was completed on the 22nd day of May, 1997 at the Bureau, BLS 747

Schedule "H"

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY AND S. 219 COVENANT
FOR PUBLIC ACCESS

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated
in British Columbia under No. BC1106837, having a registered office at
c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley,
BC, V3A 1N9

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place
Maple Ridge, BC V2X 6A9

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of ALL AND SINGULAR those certain parcel or tract of lands and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia which are legally described in Item 2 of the Form C attached hereto (hereinafter collectively referred to as the "Lands").
- B. The Grantee requires and the Grantor has agreed to grant to the Grantee a Statutory Right of Way over the Lands for the provision of public access, including pedestrian and vehicular access (hereinafter referred to as the "Public Access").
- C. The Grantor has agreed to construct and maintain the at-grade: public pathway system, plaza, landscaping, public art, associated pathway improvements, and drive aisles, (collectively, the "Access Works"). For clarity, the Access Works do not include the below-grade parkade to be constructed on the Lands;
- D. To facilitate pedestrian access of the public to and through the Lands and to facilitate the repair, maintenance, protection, cleaning, and otherwise servicing of the Access Works by the Grantee (if the Grantor does not adequately perform same), the Grantor has agreed to grant for that purpose the statutory right-of-way hereinafter mentioned and a covenant under section 219 of the *Land Title Act* requiring the Grantor to maintain and repair the Access Works.
- E. Section 218 of the *Land Title Act* provides that a person may create by grant or otherwise, in favor of a municipality, an easement without a dominant tenement, to be known as a Statutory Right-of-Way, for any purpose necessary for the municipality's undertaking; and
- F. This Statutory Right of Way is essential to the operation and the maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00, of lawful money of Canada, now paid by the Grantee to the Grantor, and other good and valuable consideration, and of the mutual covenants and agreements herein contained (the receipt and sufficiency whereof is hereby acknowledged):

1. **Statutory Right of Way** - The Grantor, for himself, his heirs, executors, administrators, successors and assigns, does hereby give and grant unto the Grantee, and its successors and assigns in perpetuity a Statutory Right of Way and the full, free, uninterrupted right to enter in, over and on the Lands (hereinafter referred to as the "Right of Way Area") for the purpose of:
 - (a) providing uninterrupted access by the Grantee, its employees, agents, contractors, invitees, and every member of the public, at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area, subject to subsection 6(a) herein, and
 - (b) providing uninterrupted access by the Grantee to the Right of Way Area, with or without workers, vehicle and equipment, for the purpose of exercising its rights under sections 2(f) or (g),

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever (collectively, the "Statutory Right of Way").

2. **Section 219 Covenant** - THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that:
 - (a) that the Grantor shall construct, replace, reconstruct, repair, maintain, clean, protect and otherwise service all or any part of the Access Works so that they are at all times in a good and safe condition, and for those part of the Access Works that are landscaping works, to a "Medium" standard as provided in section 13 of the British Columbia Landscape Standard published by the British Columbia Society of Landscape Architects and the British Columbia Nursery Trades Association, current edition;
 - (b) that, subject to subsection 6(b) herein, the Grantor will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete wall, rock wall or retaining wall on any portion of the surface of the Right of Way Area without the express written consent of the Grantee, such consent not to be unreasonably withheld;
 - (c) that the Grantor may, at its sole risk and expense, erect, place or maintain buildings or structures beneath the surface of the Right of Way Area provided the same do not interfere with or impede the intended use of the Right of Way Area for the purposes aforesaid;
 - (d) that, subject to subsections 6(a) and (b) herein, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere with or injure the Access Works and, in particular, will not carry out blasting on or near the Right of Way Area without the written consent of the Grantee, such consent not to be unreasonably withheld;
 - (e) subject to subsections 6(a) and (b) herein, to allow the public and the Grantee, its employees, agents and contractors to enter upon the Right of Way Area as aforesaid and not to interfere with in any way nor prevent any such person coming on the Right of Way Area for the purposes permitted by this Agreement;

- (f) that, if the Grantor fails or neglects to adequately construct, repair, maintain, clean, protect, and otherwise service the Access Works within a period of sixty (60) days following the Grantee's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Grantee may, but shall in no way be obligated to, carry out the construction, maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Grantee all reasonable costs incurred by the Grantee in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Grantee's bill for same. It is understood that the Grantee may do such work either by itself or by contractors employed by the Grantee and may use such equipment and machinery as it deems necessary and that, in the event that the Grantee's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Grantee shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6) percent per annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes;
- (g) that the Grantee, at its own expense, may, but shall not be obligated to construct, extend, alter, enlarge, replace and reconstruct the Access Works within the Right of Way Area in order to improve the operation or safety thereof PROVIDED THAT the Grantee has first obtained the written consent of the Grantor, such consent not to be unreasonably withheld;
- (h) that the Grantor hereby releases the Grantee and its elected officials, officers, employees, agents, successors and assigns from and forever abandons any expenses, claims, actions, causes of action, judgments, suits and demands which the Grantor and its successors or assigns, has or hereafter may have against the Grantee or its elected officials, officers, employees, agents, successors or assigns, for:
 - (i) any damage to any buildings, structures or works erected, placed or maintained by the Grantor on, beneath or above the surface of the Right of Way Area unless such damage was directly and physically caused by the Grantee or its employees, agents or contractors;
 - (ii) any loss, damage or expense suffered by the Grantor arising from the exercise, by any person, group, corporation, society or other entity, of any of the rights granted herein or arising from the Grantor's failure to maintain the Right of Way Area properly or at all; and
 - (iii) any act or omission of the Grantee, its elected officials, officers, employees, agents or contractors in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by, this Agreement or arising from the restrictions imposed by this Agreement on the use or development of the Lands or the construction of any buildings or structures thereon or its registration in the appropriate Land Title Office;
- (i) that the Grantor hereby saves harmless and effectually indemnifies the Grantee and its elected officials, officers, employees, agents, successors and assigns against all expenses, claims, actions, causes of action, judgments, suits and demands whatsoever and by whomsoever brought, relating to or arising from the negligence of the Grantor or its contractors, agents or employees, including but not limited to any act or omission of the Grantor or its contractors, agents or employees relating to the construction, repair,

maintenance, cleaning, protecting and servicing of the Access Works or the Right of Way Area; and

- (j) that the Grantor will, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Grantee.

3. THE GRANTOR HEREBY COVENANTS AND AGREES WITH THE GRANTEE:

- (a) That the Grantor will from time to time and at all times upon every reasonable request and at the expense of the Grantee, make, do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for the better assuring unto the Grantee of the rights, liberties and right of way hereby granted.
- (b) That the Grantor will permit the Grantee to peaceably hold and enjoy the rights hereby granted.
- (c) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed hereunder, shall and may peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any persons claiming by, through, under or in trust for, the Grantor.
- (d) Subject to subsections 6(a) and (b), that the Grantor will not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with, injure, impair or obstruct access to the Right of Way Area without first obtaining written consent of the Grantee.
- (e) This Agreement shall enure to the benefit of the Grantee and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and shall run with the Lands.

4. THE GRANTEE HEREBY COVENANTS AND AGREES WITH THE GRANTOR that the Grantee will use the Right of Way Area so as to cause no unnecessary damage or disturbance to the Lands.

5. THE GRANTOR AND THE GRANTEE HEREBY MUTUALLY COVENANT AND AGREE with each other that:

- (a) the final location of all Access Works shall be in such locations as the Grantor and the Grantee may agree upon;
- (b) upon substantial completion of the Access Works and landscaping on the Lands, the Grantor may, at the Grantor's expense, prepare an explanatory or reference plan or plans (the "Final Plan") for the whole of the Lands, showing the precise location of the Access Works within the Plan; and
- (c) if the dimensions and location of the Right of Way Area on the Final Plan are approved by the Grantee's Director of Planning, the parties and their respective successors and assigns shall, at the Grantor's expense, file the Final Plan in the Land Title Office and prepare, execute and register in the Land Title Office a partial release of this Agreement so that the

Right of Way Area shall be limited to those areas shown on the Final Plan. In all other respects this Agreement shall remain unaltered, unless all of the parties to this Agreement expressly agree to alter this Agreement in writing.

6. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto:
- (a) Despite subsections 2(d) and (e) herein, the public rights of access under the Statutory Right of Way may not be exercised until the Access Works are constructed, and the Grantor may temporarily interrupt the use and enjoyment of the Right of Way Area to the extent necessary to:
 - (i) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of buildings or improvements on the Lands, other than the Right of Way Area; and
 - (ii) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of the Access Works on the Right of Way Area;
 - (b) Despite any other provision of this Agreement, the Grantor may, at any time prior to the filing of the Final Plan in the Land Title Office, upon receipt of a building permit therefor from the Grantee, and in compliance with all municipal bylaws and the terms of any other covenants or agreements entered into between the parties hereto, construct buildings and other structures and improvements on the Right of Way Area;
 - (c) That notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.
 - (d) That the covenants herein set forth shall charge the Lands pursuant to Section 218 of the *Land Title Act* and shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Grantee and this Agreement may be modified by agreement of the Grantee with the Grantor, or discharged by the Grantor, pursuant to the provisions of Section 218 of the *Land Title Act*.
 - (e) That no part of the fee of the soil of the Lands shall pass to or be vested in the Grantee under or by this Agreement AND THAT the Grantor may fully use and enjoy the Right of Way Area subject only to the rights and restrictions herein provided.
 - (f) That this Agreement shall enure to the benefit and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary.
 - (g) That wherever the singular or masculine is used in this Agreement it shall be construed as meaning the plural or feminine or body corporate or politic as the context so requires or the parties hereto so require, and where the Grantor consists of more than one person or corporation, the term "Grantor" shall mean all such persons or corporations jointly and severally.
7. **Assumption by Strata Corporation** – If, as and when the Grantor subdivides the Land by a strata plan under the *Strata Property Act* (British Columbia) the Grantor will forthwith, and in any event before the first conveyance of any strata lot, cause the strata corporation then created (the "Strata Corporation") to assume the Grantor's obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the Grantee a tripartite assumption agreement to the satisfaction of the Grantee.

If the Grantor fails to comply with this section 7, the Grantor will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision of the Land and notwithstanding the transfer of any portion of the Land, including any strata lot, to a third party transferee. This section 7 does not limit or restrict the intent and meaning of section 6(d) herein

IN WITNESS WHEREOF as evidence of their agreement to be bound by the terms of this Agreement, the parties hereto have executed the Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

Assignment and Assumption of Purchase and Sale Agreement

THIS AGREEMENT dated for reference February 22, 2017, is

AMONG:

FALCON HOMES LTD. a company incorporated in British Columbia under No. BC0868845, and having a registered office at 22311 – 199th Avenue, Maple Ridge, BC, V2X 2Z2

(the "Falcon Homes")

AND:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under number BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 2008 Street, Langley BC V3A 1N9

("Falcon Village")

AND:

CITY OF MAPLE RIDGE, 11995 Haney Place, Maple Ridge, BC, V2X 6A9

(the "City")

WHEREAS:

- A. By a purchase and sale agreement dated for reference August 27, 2015 between Falcon Homes and the City (collectively, the "Contract"), the City agreed to sell to Falcon Homes 14 parcels of land located in the municipality of Maple Ridge legally described as

PID: 009-280-618

Lot "A" District Lot 401 Group 1 NWD Plan 22418

PID: 009-280-642

Lot "B" District Lot 401 Group 1 NWD Plan 22418

PID: 009-280-685

Lot "C" District Lot 401 Group 1 NWD Plan 22418

PID: 011-418-796

Lot 5 District Lot 401 Group 1 NWD Plan 9236

PID: 011-418-800
Lot 6 District Lot 401 Group 1 NWD Plan 9236

PID: 011-381-612
Lot 17 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-663
Lot 18 District Lot 401 Group 1 NWD Plan 9190

PID: 011-281-671
Lot 19 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-604
Lot 15 District Lot 401 Group 1 NWD Plan 9190

PID: 002-605-708
Lot 16 District Lot 401 Group 1 NWD Plan 9190

PID: 003-047-024
Lot 13 Parcel "D" District Lot 401 Group 1 NWD Plan 7997

PID: 011-298-235
Lot 14 Parcel "D" District Lot 401 Group 1 NWD Plan 7997

PID: 005-171-563
Lot 15 District Lot 401 Group 1 NWD Plan 7997

PID: 005-113-121
Lot 16 District Lot 401 Group 1 NWD Plan 7997

(collectively, the "Property").

- B. Falcon Homes wishes to assign the Contract to Falcon Village.
- C. The Contract permits assignment by Falcon Homes of the Contract to a related company, partnership or joint venture with the written consent of the City, which may not be unreasonably withheld;

NOW THEREFORE in consideration of the assignment, covenants and consent contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1.0 Assignment

- 1.1 Falcon Homes hereby assigns to Falcon Village all of Falcon Homes's rights under and interest in and to the Contract and Falcon Village accepts such assignment.

2.0 Assumption

- 2.1 Falcon Village hereby assumes, and covenants and agrees with the City to be bound by and observe, all of the covenants, promises, agreements, acknowledgments, releases, waivers and covenants of the "Developer" under the Contract.

3.0 The City's Release of Falcon Homes

- 3.1 The City hereby releases Falcon Homes from all of its obligations under the Contract.

4.0 Miscellaneous

- 4.1 This agreement will be governed by and interpreted according to the laws of British Columbia.
- 4.2 Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this agreement.
- 4.3 This agreement may be executed in counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the later of the dates written below, and only one of which need be produced for any purpose.

[continued on next page]

- 4.4 This agreement may be executed by the parties and transmitted by fax and if so executed and transmitted this agreement will be for all purposes as effective as if the parties had executed and delivered an original agreement.


IN WITNESS WHEREOF the parties executed this agreement below on the dates written below.

FALCON HOMES LTD. by its authorized
signatories: 

Name: _____

Name: _____

Date: _____


FALCON VILLAGE DEVELOPMENT LTD. by
its authorized signatories: 

Name: _____

Name: _____

Date: _____

CITY OF MAPLE RIDGE by its authorized
signatories:

 **NICOLE READ**
Mayor: **MAYOR**

Clerk: 

Date: _____

DARRELL DENTON
ACTING CORPORATE OFFICER

APPENDIX L

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY AND S. 219 COVENANT FOR PUBLIC ACCESS

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated
in British Columbia under No. BC1106837, having a registered office at
c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley,
BC, V3A 1N9

(hereinafter referred to as the “Grantor”)

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place
Maple Ridge, BC V2X 6A9

(hereinafter referred to as the “Grantee”)

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of ALL AND SINGULAR those certain parcel or tract of lands and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia which are legally described in Item 2 of the Form C attached hereto (hereinafter collectively referred to as the “Lands”).
- B. The Grantee requires and the Grantor has agreed to grant to the Grantee a Statutory Right of Way over the Lands for the provision of public access, including pedestrian and vehicular access (hereinafter referred to as the “Public Access”).
- C. The Grantor has agreed to construct and maintain the at-grade: public pathway system, plaza, landscaping, public art, associated pathway improvements, and drive aisles, (collectively, the “Access Works”). For clarity, the Access Works do not include the below-grade parkade to be constructed on the Lands;
- D. To facilitate pedestrian access of the public to and through the Lands and to facilitate the repair, maintenance, protection, cleaning, and otherwise servicing of the Access Works by the Grantee (if the Grantor does not adequately perform same), the Grantor has agreed to grant for that purpose the statutory right-of-way hereinafter mentioned and a covenant under section 219 of the *Land Title Act* requiring the Grantor to maintain and repair the Access Works.
- E. Section 218 of the *Land Title Act* provides that a person may create by grant or otherwise, in favor of a municipality, an easement without a dominant tenement, to be known as a Statutory Right-of-Way, for any purpose necessary for the municipality’s undertaking; and
- F. This Statutory Right of Way is essential to the operation and the maintenance of the Grantee’s undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00, of lawful money of Canada, now paid by the Grantee to the Grantor, and other good and valuable consideration, and of the mutual covenants and agreements herein contained (the receipt and sufficiency whereof is hereby acknowledged):

1. **Statutory Right of Way** - The Grantor, for himself, his heirs, executors, administrators, successors and assigns, does hereby give and grant unto the Grantee, and its successors and assigns in perpetuity a Statutory Right of Way and the full, free, uninterrupted right to enter in, over and on the Lands (hereinafter referred to as the "Right of Way Area") for the purpose of:
 - (a) providing uninterrupted access by the Grantee, its employees, agents, contractors, invitees, and every member of the public, at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area, subject to subsection 6(a) herein, and
 - (b) providing uninterrupted access by the Grantee to the Right of Way Area, with or without workers, vehicle and equipment, for the purpose of exercising its rights under sections 2(f) or (g),

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever (collectively, the "Statutory Right of Way").

2. **Section 219 Covenant** - THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that:
 - (a) that the Grantor shall construct, replace, reconstruct, repair, maintain, clean, protect and otherwise service all or any part of the Access Works so that they are at all times in a good and safe condition, and for those part of the Access Works that are landscaping works, to a "Medium" standard as provided in section 13 of the British Columbia Landscape Standard published by the British Columbia Society of Landscape Architects and the British Columbia Nursery Trades Association, current edition;
 - (b) that, subject to subsection 6(b) herein, the Grantor will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete wall, rock wall or retaining wall on any portion of the surface of the Right of Way Area without the express written consent of the Grantee, such consent not to be unreasonably withheld;
 - (c) that the Grantor may, at its sole risk and expense, erect, place or maintain buildings or structures beneath the surface of the Right of Way Area provided the same do not interfere with or impede the intended use of the Right of Way Area for the purposes aforesaid;
 - (d) that, subject to subsections 6(a) and (b) herein, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere with or injure the Access Works and, in particular, will not carry out blasting on or near the Right of Way Area without the written consent of the Grantee, such consent not to be unreasonably withheld;
 - (e) subject to subsections 6(a) and (b) herein, to allow the public and the Grantee, its employees, agents and contractors to enter upon the Right of Way Area as aforesaid and

not to interfere with in any way nor prevent any such person coming on the Right of Way Area for the purposes permitted by this Agreement;

- (f) that, if the Grantor fails or neglects to adequately construct, repair, maintain, clean, protect, and otherwise service the Access Works within a period of sixty (60) days following the Grantee's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Grantee may, but shall in no way be obligated to, carry out the construction, maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Grantee all reasonable costs incurred by the Grantee in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Grantee's bill for same. It is understood that the Grantee may do such work either by itself or by contractors employed by the Grantee and may use such equipment and machinery as it deems necessary and that, in the event that the Grantee's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Grantee shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6) percent per annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes;
- (g) that the Grantee, at its own expense, may, but shall not be obligated to construct, extend, alter, enlarge, replace and reconstruct the Access Works within the Right of Way Area in order to improve the operation or safety thereof PROVIDED THAT the Grantee has first obtained the written consent of the Grantor, such consent not to be unreasonably withheld;
- (h) that the Grantor hereby releases the Grantee and its elected officials, officers, employees, agents, successors and assigns from and forever abandons any expenses, claims, actions, causes of action, judgments, suits and demands which the Grantor and its successors or assigns, has or hereafter may have against the Grantee or its elected officials, officers, employees, agents, successors or assigns, for:
 - (i) any damage to any buildings, structures or works erected, placed or maintained by the Grantor on, beneath or above the surface of the Right of Way Area unless such damage was directly and physically caused by the Grantee or its employees, agents or contractors;
 - (ii) any loss, damage or expense suffered by the Grantor arising from the exercise, by any person, group, corporation, society or other entity, of any of the rights granted herein or arising from the Grantor's failure to maintain the Right of Way Area properly or at all; and
 - (iii) any act or omission of the Grantee, its elected officials, officers, employees, agents or contractors in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by, this Agreement or arising from the restrictions imposed by this Agreement on the use or development of the Lands or the construction of any buildings or structures thereon or its registration in the appropriate Land Title Office;
- (i) that the Grantor hereby saves harmless and effectually indemnifies the Grantee and its elected officials, officers, employees, agents, successors and assigns against all expenses, claims, actions, causes of action, judgments, suits and demands whatsoever and by

whomsoever brought, relating to or arising from the negligence of the Grantor or its contractors, agents or employees, including but not limited to any act or omission of the Grantor or its contractors, agents or employees relating to the construction, repair, maintenance, cleaning, protecting and servicing of the Access Works or the Right of Way Area; and

- (j) that the Grantor will, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Grantee.

3. THE GRANTOR HEREBY COVENANTS AND AGREES WITH THE GRANTEE:

- (a) That the Grantor will from time to time and at all times upon every reasonable request and at the expense of the Grantee, make, do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for the better assuring unto the Grantee of the rights, liberties and right of way hereby granted.
- (b) That the Grantor will permit the Grantee to peaceably hold and enjoy the rights hereby granted.
- (c) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed hereunder, shall and may peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any persons claiming by, through, under or in trust for, the Grantor.
- (d) Subject to subsections 6(a) and (b), that the Grantor will not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with, injure, impair or obstruct access to the Right of Way Area without first obtaining written consent of the Grantee.
- (e) This Agreement shall enure to the benefit of the Grantee and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and shall run with the Lands.

4. THE GRANTEE HEREBY COVENANTS AND AGREES WITH THE GRANTOR that the Grantee will use the Right of Way Area so as to cause no unnecessary damage or disturbance to the Lands.

5. THE GRANTOR AND THE GRANTEE HEREBY MUTUALLY COVENANT AND AGREE with each other that:

- (a) the final location of all Access Works shall be in such locations as the Grantor and the Grantee may agree upon;
- (b) upon substantial completion of the Access Works and landscaping on the Lands, the Grantor may, at the Grantor's expense, prepare an explanatory or reference plan or plans (the "Final Plan") for the whole of the Lands, showing the precise location of the Access Works within the Plan; and

- (c) if the dimensions and location of the Right of Way Area on the Final Plan are approved by the Grantee's Director of Planning, the parties and their respective successors and assigns shall, at the Grantor's expense, file the Final Plan in the Land Title Office and prepare, execute and register in the Land Title Office a partial release of this Agreement so that the Right of Way Area shall be limited to those areas shown on the Final Plan. In all other respects this Agreement shall remain unaltered, unless all of the parties to this Agreement expressly agree to alter this Agreement in writing.

6. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto:

- (a) Despite subsections 2(d) and (e) herein, the public rights of access under the Statutory Right of Way may not be exercised until the Access Works are constructed, and the Grantor may temporarily interrupt the use and enjoyment of the Right of Way Area to the extent necessary to:
 - (i) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of buildings or improvements on the Lands, other than the Right of Way Area; and
 - (ii) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of the Access Works on the Right of Way Area;
- (b) Despite any other provision of this Agreement, the Grantor may, at any time prior to the filing of the Final Plan in the Land Title Office, upon receipt of a building permit therefor from the Grantee, and in compliance with all municipal bylaws and the terms of any other covenants or agreements entered into between the parties hereto, construct buildings and other structures and improvements on the Right of Way Area;
- (c) That notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.
- (d) That the covenants herein set forth shall charge the Lands pursuant to Section 218 of the *Land Title Act* and shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Grantee and this Agreement may be modified by agreement of the Grantee with the Grantor, or discharged by the Grantor, pursuant to the provisions of Section 218 of the *Land Title Act*.
- (e) That no part of the fee of the soil of the Lands shall pass to or be vested in the Grantee under or by this Agreement AND THAT the Grantor may fully use and enjoy the Right of Way Area subject only to the rights and restrictions herein provided.
- (f) That this Agreement shall enure to the benefit and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary.
- (g) That wherever the singular or masculine is used in this Agreement it shall be construed as meaning the plural or feminine or body corporate or politic as the context so requires or the parties hereto so require, and where the Grantor consists of more than one person or corporation, the term "Grantor" shall mean all such persons or corporations jointly and severally.

7. **Assumption by Strata Corporation** – If, as and when the Grantor subdivides the Land by a strata plan under the *Strata Property Act* (British Columbia) the Grantor will forthwith, and in

any event before the first conveyance of any strata lot, cause the strata corporation then created (the "Strata Corporation") to assume the Grantor's obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the Grantee a tripartite assumption agreement to the satisfaction of the Grantee. If the Grantor fails to comply with this section 7, the Grantor will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision of the Land and notwithstanding the transfer of any portion of the Land, including any strata lot, to a third party transferee. This section 7 does not limit or restrict the intent and meaning of section 6(d) herein

IN WITNESS WHEREOF as evidence of their agreement to be bound by the terms of this Agreement, the parties hereto have executed the Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

TERMS OF INSTRUMENT - PART 2

Section 219 Covenant

THIS COVENANT dated for reference the ____ day of _____, 201____,

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "Developer")

AND:

CITY OF MAPLE RIDGE, a municipality incorporated under the *Community Charter*, and having its office at 11995 Haney Place, Maple Ridge, BC, V2X 6A9

("City")

WHEREAS:

- A. The Developer is the registered owner in fee simple of those lands and premises in Maple Ridge, British Columbia which are legally described in Item 2 of the Form C attached hereto ("Lot ____");
- B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- C. The City, after a request for proposal process, sold Lot ____ to the Developer on the condition that Lot ____ is developed in conformance with the Developer's development proposal, including the provision of amenities for the development;
- D. [**AMEND AS REQUIRED**] An agreement on these same terms is also registered or is expected to be registered against another portion of this development being PID: ____, Lot ____, [**list other three lots**] and it is intended that this Agreement and the agreement registered on those other properties shall be read as one agreement and the defined term "Lands" includes those other properties together with Lot ____.
- E. The Developer wishes to grant and City wishes to accept these covenants over Lot ____ restricting the use and subdivision of Lot ____ in the manner herein provided;

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One (\$1.00) Dollar paid by City to the Developer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* of British Columbia as follows:

Grant of Section 219 Covenant

1. The Developer hereby covenants, promises and agrees, pursuant to the Section 219 of the *Land Title Act*, as amended, that the Developer shall not subdivide, not build, use or not use Lot ____, as the case may be, and may not apply for a building permit or occupancy permit as the case may be, except as provided for in Attachment "1" attached hereto.

Costs

2. The Developer shall comply with all the requirements of this Agreement at its own cost and expense.

Construction Standards

3. All works and services required to be undertaken by the Developer pursuant to this Agreement shall be completed to City's applicable bylaw standards for those works and services and to the satisfaction of City.

Plans

4. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Developer shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan.

Registration

5. The Developer agrees to do everything necessary, at the Developer's expense, to ensure that this Agreement is registered against title to Lot ____ with priority over all financial charges, financial liens and financial encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of City.

Priority

6. Where any part of this Agreement requires the Developer to grant City a further covenant, statutory right of way or other interest in land as a condition of a subdivision or use of Lot ____, the Developer shall apply to register that document, at its own cost, in priority to all registered and pending financial charges.

Severance

7. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

Runs with Lands

8. The covenants set forth herein shall charge Lot ____ pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with Lot ____ and bind Lot ____ and every part or parts thereof, and shall attach to and run with Lot ____ and each and every part to which Lot ____ may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of Lot ____, but shall charge the whole of the interest of such purchaser and shall continue to run with Lot ____ and bind Lot ____ and all future owners of Lot ____ and any portion thereof.

Other Development Requirements

9. The Developer acknowledges and agrees that this Agreement does not include all the requirements for development of Lot ____ or any portion of Lot ____, and that prior to construction or other development work, the Developer must obtain all necessary development permits, development variance permits, building permits, and other required approvals from City. The Developer acknowledges and agrees that acceptance of this Agreement by City is not confirmation that permits and other approvals will be granted or given by City.

Specific Relief

10. Because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public

interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this agreement.

Indemnity

11. The Developer hereby releases, indemnifies and saves harmless City, its elected officials, officers, employees, agents and others for whom City is responsible at law from and against any and all manner of actions, causes of actions, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it.

Interpretation

12. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

Bylaw to the Contrary

13. This Agreement shall restrict the subdivision and use of Lot ____ in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of City.

Other Requirements

14. The Developer acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Developer from complying with all enactments and lawful requirements in relation to the subdivision and use of Lot ____.

Further Assurances

15. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

Waiver

16. Waiver by City of any default by the Developer shall not be deemed to be a waiver of any subsequent default.

Powers Preserved

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to Lot ____, all of which may be fully and effectively exercised in relation to Lot ____ as if this Agreement had not been executed and delivered by the Developer.

Enurement

18. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

Municipal Discretion

19. Wherever in this Agreement the approval of City is required, some act or thing is to be done to the satisfaction of City, or City is entitled to form an opinion or is given a sole discretion:
- (a) The relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of City;
 - (b) The approval, opinion or satisfaction is in the discretion of City in its sole and unfettered discretion; and
 - (c) City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body.

References

20. Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

City's Representative

21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by City's Director of Planning or his/her delegate ("Planner").

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

ATTACHMENT “1”

Siting and Development

1. All buildings and structures to be constructed or erected on the Lands shall be constructed or erected in compliance with the Design Guidelines, attached hereto as Attachment “2”. The City’s Planner is hereby authorized to approve minor amendments to the Design Guidelines provided that such amendments are consistent with the overall character and intent of the original Design Guidelines. All references to Phases in this Attachment “1” refer to the buildings to be built in phases as shown on the Design Guidelines.
2. The Lands shall not be occupied for residential purposes unless the Developer has constructed, installed and completed all trees, shrubs, flowers, structural soils or approved alternative, irrigation systems, screening, decorative pavers, decorative concrete, decorative brick, decorative lighting, water features, seating areas and other aesthetic features to be constructed and installed on the Lands, as shown on the Design Guidelines to the satisfaction of the Planner, on or before the date that is ninety (90) days following the substantial completion of all dwellings to be constructed on the Lands .
3. All vehicular traffic through the Lands will be prohibited except through the east-west corridor marked “Lane” on page DP1.2 of the Design Guidelines.
4. The Developer will make provision for routes for pedestrian, wheelchair and bicycle transportation through the development, including granting easements for passage over the Lands or common property as the case may be, to the satisfaction of the Planner.

Public Art

5. The Lands shall not be occupied for residential purposes unless the Developer has provided one or more pieces of public art, such as statuary, to be situated on the Lands, at a minimum collective value of twenty thousand dollars (\$20,000.00), to the satisfaction of the Planner. The Developer will inform the Planner of the exact number, situation and descriptions of the public art pieces, and the Developer will ensure the approved public art pieces are installed before the Developer makes application to the City for an occupancy permit for that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496.
6. The public art pieces described in section 5 above shall be maintained in perpetuity by the Developer or its successors in title.

Child Care Centre

7. The Developer shall, as part of the development of that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496, construct a daycare space within that development being one commercial retail unit, of at least 150 m² of indoor space (not including bathrooms and hallways) and 150 m² of exclusive-use outdoor space, for use as a 25-child daycare (the "Daycare Space").
8. No building or structure on that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496 shall be occupied until and unless the Developer has, to the satisfaction of the Planner and the Planner has confirmed same in writing:
 - a. obtained an occupancy permit from the City of Maple Ridge for the Daycare Space, and
 - b. entered into a written lease agreement with a daycare operator for use and operation of the Daycare Space.
9. Notwithstanding the City's zoning bylaw or any other bylaws or changes to any Provincial legislation regulating day care spaces, the Developer will use the Daycare Space only for the operation of a daycare.

Green Building – LEED Certified Equivalency

10. Prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, the Developer will ensure that the commercial and multi-family residential buildings on the Lands are constructed in a manner that is equivalent to or exceeds the 'LEED Certified' building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard ("LEED Certified"). The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the LEED Certified standard of construction in effect as of the date of this Agreement, exclusive of any performance requirements of that standard, and provide written confirmation to the City. For clarity, the parties anticipate that the Developer will employ the following methods:
 - a. Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces;
 - b. Rain water recovery systems;

- c. Organic waste facilities;
- d. Infrastructure for future alternative energy sources;
- e. Roof gardens and permeable paving to reduce impervious surfaces;
- f. Reduced indoor and outdoor water use through fixture selection and irrigation requirements;
- g. Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance;
- h. Materials are environmentally, economically, and socially have preferable life-cycle impacts;
- i. Reduce construction water and divert materials wherever possible;
- j. Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces; and
- k. Electrical vehicle charging stations and provision for Electrical Vehicles:
 - i. Public parking: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power;
 - ii. CRU tenant parking: install conduit to allow for one Level 2 charging receptacle per CRU unit; and
 - iii. Residents' parking: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

Rental Housing – Affordable Rental and Market Rental

11. The Developer shall not construct any building or structure on the Lands or apply for a building permit in respect of the Lands, and the City shall not be obliged to issue a building permit in respect of the Lands, unless and until the Developer has entered into a housing agreement with the Municipality pursuant to section 483 of the *Local Government Act* in respect of the following number of units, in perpetuity:
- a. 5 rental units in Phase 1, being:
 - i. 2 – two bedroom units, rented at market rate,
 - ii. 2 – three bedroom units, rented at market rate, and

- iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- b. 4 rental units in Phase 2, being:
 - i. 3 – one bedroom units, rented at market rate, and
 - ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- c. 5 rental units in Phase 3
 - i. 2 – two bedroom units, rented at market rate,
 - ii. 2 – three bedroom units, rented at market rate, and
 - iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- d. 7 affordable non-market units in Phase 4
 - i. 3 – two bedroom units, rented at affordable non-market rate, and
 - ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code.

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada). The Housing Agreement will define affordable non-market rents, the criteria for qualified renters, any qualifications on ownership of the rental units, and the forms of tenure for the units.

Adaptable Units

12. Prior to applying for an occupancy permit in respect of any residential building on the Lands, ensure a minimum of 10% of the residential buildings are built on the Lands in accordance with the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society (“Saferhome Standard”), including, but not limited to, the following adaptable criteria:
 - a. Thresholds (including doorways and showers);
 - b. Backing/reinforcement for future grab bars in washrooms and at stairs;
 - c. Doors – as wide as possible; easily operated hardware (lever sets); and
 - d. Passageways and pinch points

The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the *Saferhome* Standard of construction in effect as of the date of this Agreement, and provide written confirmation to the City. For clarity, the units constructed to the Saferhome Standard will not also be counted as units that comply with the accessibility requirements of the BC Building Code as described in section 11 above.

Restriction on Subdivision

13. The Developer shall not subdivide any portion of the Lands by way of strata plan under the *Strata Property Act* unless the Planner states in writing that the Planner is satisfied that the Developer has met or is on track to meet all requirements of this Agreement.

ATTACHMENT “2”

[Site Plan, Design Guidelines, Landscaping Plan]

DEVELOPMENT APPLICATION CHECKLIST
FOR FILE 2014-106-RZ
File Manager: Adam Rieu

Official Community Plan or Zoning Bylaw Amendments:	RECEIVED	NOT REQUIRED
1. A completed Application Form (Schedule "A" – Development Procedures Bylaw No. 5879-1999)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. An application fee, payable to the City of Maple Ridge, in accordance with Development Application Fee Bylaw no. 5949-2001.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. A Certificate of Title and Consent Form if the applicant is different from the owner shown on the Certificate of Title.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A legal survey of the property(ies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Subdivision plan layout	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Neighbourhood context plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Lot grading plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Landscape plan**	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Preliminary architectural plans including site plan, building elevations, accessory off-street parking and general bylaw compliance reconciliation**.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* These items may not be required for single-family residential applications

+ These items may be required for two-family residential applications, as outlined in Council Policy No. 6.01

Additional reports provided:

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Second Reading
Zone Amending Bylaw No. 7125-2014
23882 Dewdney Trunk Road

MEETING DATE: June 27, 2017
FILE NO: 2014-106-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 23882 Dewdney Trunk Road, from RS-1b (One Family Urban (Medium Density) Residential) to R-2 (Urban Residential District), to permit a future subdivision of approximately 11 lots. Council granted first reading to Zone Amending Bylaw No. 7125-2014 on January 27, 2015. The minimum lot size for the current RS-1b (One Family Urban (Medium Density) Residential) zone is 557m² and the minimum lot size for the proposed R-2 (Urban Residential District) zone is 315 m². This application is in compliance with the Official Community Plan (OCP).

Pursuant to Council policy, this application is subject to the Community Amenity Contribution Program at a rate of \$5,100.00 per single family lot, for an estimated amount of \$56,100.00.

There is not sufficient suitable land for park dedication on the subject site and it is recommended that Council require the developer to pay to the City an amount that equals 5% of the market value of the land required for parkland purposes, as determined by an independent appraisal.

RECOMMENDATIONS:

- 1) That Zone Amending Bylaw No. 7125-2014 be given second reading, and be forwarded to Public Hearing;
- 2) That Council require, as a condition of subdivision approval, the developer to pay to the City an amount that equals 5% of the market value of the land, as determined by an independent appraisal, in lieu of parkland dedication in accordance with Section 510 of the *Local Government Act*; and,
- 3) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Restrictive Covenant for Stormwater Management
 - ii) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.
 - iii) That a voluntary contribution, in the amount of \$56,100.00 be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

1) Background Context:

Applicant: Foremost Development Corporation

Legal Description: Lot A Except: Part Subdivided by Plan LMP1144 Section 16 Township 12 New Westminster District Plan LMP806

OCP:

Existing: Urban Residential

Zoning:

Existing: RS-1b (One Family Urban (Medium Density) Residential)

Proposed: R-2 (Urban Residential District)

Surrounding Uses:

North: Use: School Board Works Yard
Zone: P-6 (Civic Institutional)
Designation: Institutional

South: Use: Single Family Residential
Zone: RS-1b (One Family Urban (Medium Density) Residential)
Designation: Urban Residential

East: Use: Single Family Residential
Zone: R-2 (Urban Residential District)
Designation: Urban Residential

West: Use: Single Family Residential
Zone: RS-1b (One Family Urban (Medium Density) Residential)
Designation: Urban Residential

Existing Use of Property: Vacant

Proposed Use of Property: Single Family Residential

Site Area: 0.52 ha (1.30 acres)

Access: New Local Road and Lane

Servicing requirement: Urban Standard

2) Project Description:

The applicant proposes to rezone the subject property from RS-1b (One Family Urban (Medium Density) Residential) to R-2 (Urban Residential District) to permit future subdivision into eleven single family residential lots. Lots fronting Dewdney Trunk Road will be accessed via a rear lane, while remaining lots will be accessed from a new local road, both of which will be extended from the east. The subject property's road pattern will align with the development to the east, located at 23908 and 23920 Dewdney Trunk Road (2014-016-RZ), which has received final reading. The subject property is dependent on the approval of the recently rezoned neighbouring development getting subdivision approval, in order for the subject property to gain access and the required servicing. The adjacent development was rezoned to R-2 (Urban Residential District) for twelve single family residential lots, and is expected to receive subdivision approval in the near future.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution Program at a rate of \$5,100.00 per single family lot, for an estimated amount of \$56,100.00.

3) Planning Analysis:

Official Community Plan:

The subject property is designated *Urban Residential* in the OCP, and is subject to the *Major Corridor Infill* policies. These policies require that development be compatible with the surrounding neighbourhood, with particular attention given to site design setbacks and lot configuration with the existing pattern of development in the area. The proposed rezoning to R-2 (Urban Residential District) is in conformance with the *Urban Residential* designation and infill policies.

Zoning Bylaw:

The applicant proposes to rezone the property located at 23882 Dewdney Truck Road from RS-1b (One Family Urban (Medium Density) Residential) to R-2 (Urban Residential District) to permit future subdivision into eleven single family lots. The minimum lot size for the current RS-1b (One Family Urban (Medium Density) Residential) zone is 557m² and the minimum lot size for the proposed R-2 (Urban Residential District) zone is 315 m².

Proposed Variances:

A Development Variance Permit application has been received for this project and involves the following relaxations (see Appendix D):

Subdivision and Development Services Bylaw No. 4800-1993, Schedule A – Services and Utilities:

- To waive the requirement to convert overhead utilities on Dewdney Trunk Road to underground wiring, in accordance with *Council Policy 9.05 – Conversion of Existing Overhead Utility Wiring to Underground Wiring*.

The requested variances to waive the requirement to convert overhead utilities will be the subject of a future Council report.

Advisory Design Panel:

A Form and Character Development Permit is not required and therefore this application does not need to be reviewed by the Advisory Design Panel.

Development Information Meeting:

A Development Information Meeting was not required for this development as it does not require an OCP amendment.

Parkland Requirement:

As there are more than two additional lots proposed to be created, the developer will be required to comply with the park dedication requirements of Section 510 of the *Local Government Act* prior to subdivision approval.

For this project, there is no suitable land for park dedication on the subject property(ies) and it is therefore recommended that Council require the developer to pay to the City an amount that equals the market value of 5% of the land required for parkland purposes. The amount payable to the City in lieu of park dedication must be derived by an independent appraisal at the developer's

expense. Council consideration of the cash-in-lieu amount will be the subject of a future Council report.

4) School District No. 42 Comments:

The School District website has noted that the subject properties fall within the Alexander Robinson Elementary and Garibaldi Secondary school catchment areas. Actual numbers for 2016 indicate that Alexander Robinson Elementary is at 118% utilization, with 553 students. For secondary school enrollment capacity, actual numbers for 2016 indicate that Garibaldi Secondary is at 71% utilization, with 748 students.

CONCLUSION:

It is recommended that second reading be given to Zone Amending Bylaw No. 7125-2014, and that application 2014-106-RZ be forwarded to Public Hearing.

It is further recommended that Council require, as a condition of subdivision approval, the developer to pay to the City an amount that equals 5% of the market value of the land, as determined by an independent appraisal, in lieu of parkland dedication.

“Original signed by Adam Rieu”

Prepared by: Adam Rieu
Planning Technician

“Original signed by Christine Carter”

Approved by: Christine Carter, M.PL, MCIP, RPP
Director of Planning

“Original signed by Christine Carter” for

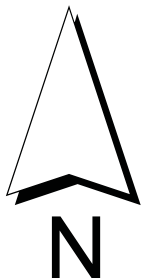
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

“Original signed by E.C. Swabey”

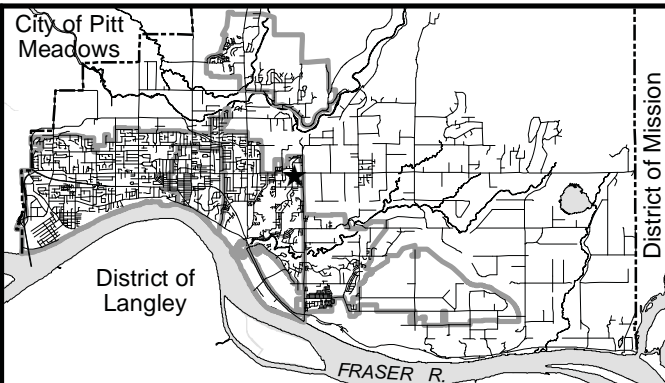
Concurrence: E.C. Swabey
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7125-2014
Appendix D – Proposed Subdivision Plan



Scale: 1:2,000



23882 DEWDNEY TRUNK ROAD

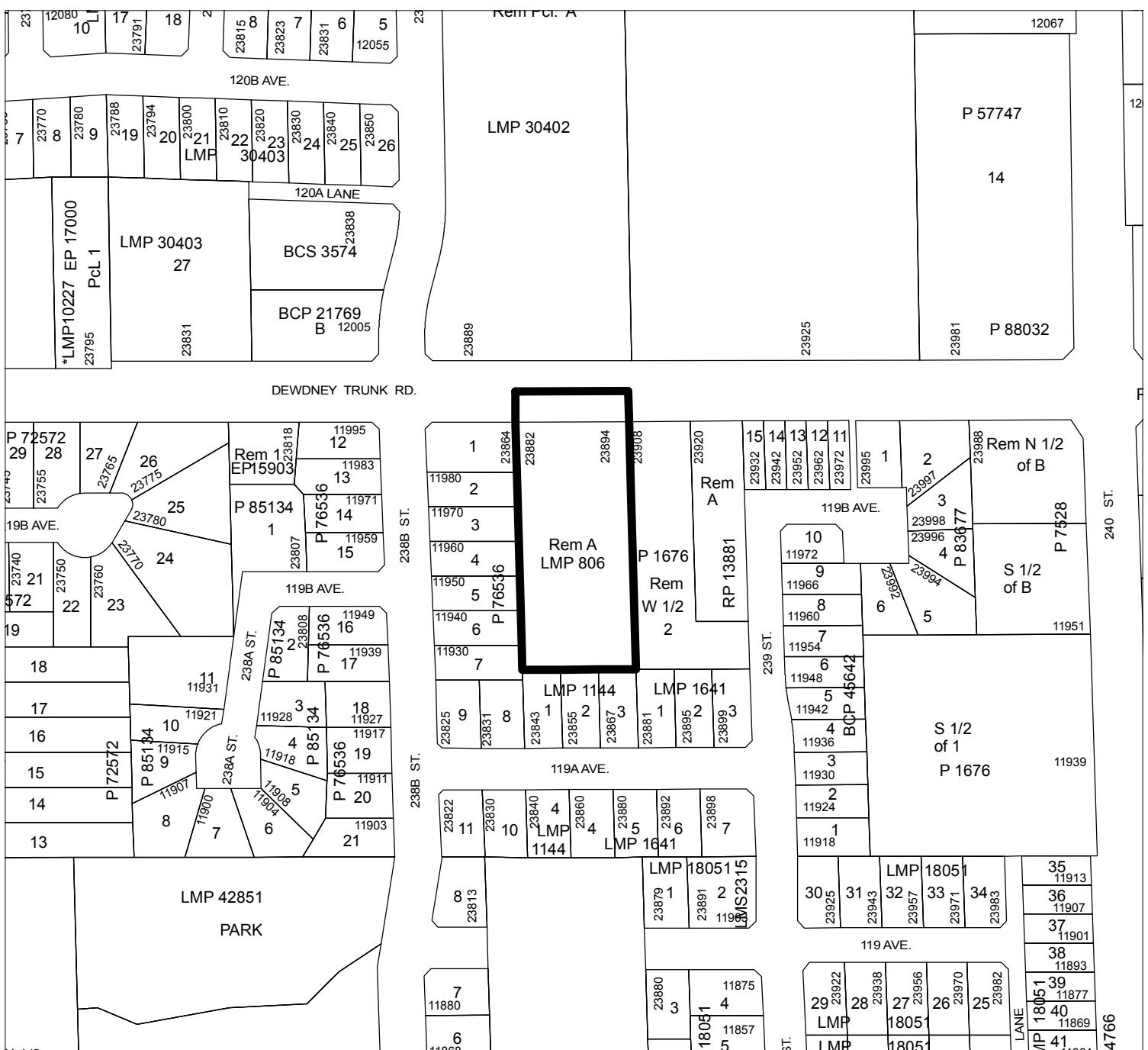


CITY OF MAPLE RIDGE
PLANNING DEPARTMENT

DATE: Nov 3, 2014

FILE: 2014-106-SD

BY: PC



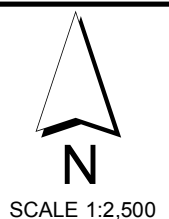
MAPLE RIDGE ZONE AMENDING

Bylaw No. 7125-2014

Map No. 1633

From: RS-1b (One Family Urban (Medium Density) Residential)

To: R-2 (Urban Residential District)



**DEVELOPMENT APPLICATION CHECKLIST
FOR FILE 2016-352-RZ
File Manager: Michelle Baski**

Official Community Plan or Zoning Bylaw Amendments:	RECEIVED	NOT REQUIRED
1. A completed Application Form (Schedule "A" – Development Procedures Bylaw No. 5879-1999)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. An application fee, payable to the City of Maple Ridge, in accordance with Development Application Fee Bylaw no. 5949-2001.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. A Certificate of Title and Consent Form if the applicant is different from the owner shown on the Certificate of Title.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A legal survey of the property(ies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Subdivision plan layout	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Neighbourhood context plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Lot grading plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Landscape plan**	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Preliminary architectural plans including site plan, building elevations, accessory off-street parking and general bylaw compliance reconciliation**.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

* These items may not be required for single-family residential applications

+ These items may be required for two-family residential applications, as outlined in Council Policy No. 6.01

Additional reports provided:

Traffic Study – Creative Transportation Solutions Ltd, dated April 1, 2016

Stage 1 Preliminary Site Investigation – Next Environmental Inc., dated Dec 8, 2015

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First and Second Reading
Official Community Plan Amending Bylaw No. 7288-2016 and
Second Reading
Zone Amending Bylaw No. 7289-2016
First, Second, and Third Reading
Housing Agreement Bylaw No. 7345-2017
23004 Dewdney Trunk Road

MEETING DATE: June 13, 2017
FILE NO: 2016-352-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 23004 Dewdney Trunk Road, from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), to permit a future medical clinic and pharmacy, with two rental units above.

Council granted first reading to Zone Amending Bylaw No. 7289-2016 and considered the early consultation requirements for the Official Community Plan (OCP) amendment on October 25, 2016.

This application requires an amendment to the Official Community Plan (OCP) to redesignate the land use from *Urban Residential* to *Commercial*.

Pursuant to Council policy, this application is exempt from the Community Amenity Contribution Program as the development is for commercial purposes, and is providing two rental units which will be secured through a Housing Agreement with the City.

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7288-2016 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Official Community Plan Amending Bylaw No. 7288-2016 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Official Community Plan Amending Bylaw No. 7288-2016 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7288-2016 be given first and second readings and be forwarded to Public Hearing;

- 5) That Zone Amending Bylaw No. 7289-2016 be given second reading, and be forwarded to Public Hearing;
- 6) That 23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345-2017 be given first, second and third readings; and
- 7) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Amendment to Official Community Plan Schedule "B";
 - iii) Registration of a Restrictive Covenant for protecting the Visitor Parking;
 - iv) Registration of a Restrictive Covenant for protecting the Stormwater Management Plan;
 - v) Registration of a Housing Agreement in accordance with Section 483 of the *Local Government Act* and a Restrictive Covenant stating that the two residential units above the commercial ground floor will be restricted to residential rental units; and
 - vi) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

DISCUSSION:

1) Background Context:

Applicant:	B. Chadwick
Legal Description:	Parcel A (Reference Plan 7941) Lot 1, Except: Part Dedicated Road Plan NWP87590, Section 17, Township 12, NWD Plan 3179
OCP:	
Existing:	Urban Residential
Proposed:	Commercial
Zoning:	
Existing:	RS-1 (One Family Urban Residential)
Proposed:	C-2 (Community Commercial)
Surrounding Uses:	
North:	Use: Commercial (Optometrist, Spa, Office) Zone: CD-2-95 (Comprehensive Development) Designation: Commercial
South:	Use: Single Family Residential Zone: RS-1 (One Family Urban Residential) Designation: Urban Residential
East:	Use: Seniors' Housing Zone: RE (Elderly Citizens Residential) Designation: Urban Residential

West:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential

Existing Use of Property:	Vacant
Proposed Use of Property:	Medical Office, Pharmacy, Two Rental Dwelling Units
Site Area:	892 m ² (0.2 acres)
Access:	230 Street
Servicing requirement:	Urban Standard
Companion Applications:	2016-352-DP/DVP

2) Project Description:

The subject property, located at 23004 Dewdney Trunk Road, is relatively flat and is bounded by Dewdney Trunk Road to the north, 230 Street to the west, single family residential to the south, and a seniors' housing development to the east (see Appendices A and B).

The applicant has requested to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), for the development of a medical office, pharmacy and two rental dwelling units above. Pursuant to Council policy, this application is exempt from the Community Amenity Contribution Program as the development is for commercial purposes, and is providing two rental units which will be secured through a Housing Agreement with the City.

3) Planning Analysis:

The subject property is currently designated *Urban Residential – Major Corridor*. The proposed rezoning to C-2 (Community Commercial) is not a compatible zone for the *Urban Residential – Major Corridor* designation; therefore, an OCP amendment application is required to re-designate the subject property from *Urban Residential* to *Commercial – General Commercial* category (see Appendix C). Although commercial expansion along Dewdney Trunk Road is not taken lightly, this OCP amendment could be supported for a number of reasons. The *General Commercial* category is consistent with other *General Commercial* lands that are identified in the OCP, along Dewdney Trunk Road, east of the Town Centre. In keeping with Policy 6-20 of the OCP, the subject property, which is located on the corner of a major corridor, is located such that it has “*suitable linkages to other commercial centres and nodes, and residential neighbourhoods. Linkages include an adequate transportation system, which considers transit, trails, bikeways, pedestrian corridors and roadways.*”

Principle 19 of the OCP also states that:

“There is value in identifying new lands for commercial and industrial uses to secure locations for future employment that will help to create a balanced community. Citizens prefer locations where commercial and industrial activities ‘fit’ within the community context.”

As there are existing commercial developments to the north-east and north-west, the additional commercial development on the subject property would fit with the existing context.

The applicant intends to provide two dwelling units above the professional service use as rental housing units in perpetuity, and the owner will enter into a Rental Housing Agreement with the City of Maple Ridge (see Appendix D). This OCP amendment is supported by the Housing Action Plan, *Strategy #4 – Create New Rental Housing Opportunities*, which includes the following action:

“Facilitate the development of new rental units above commercial developments or as other forms of secured market rental housing. The widening of the District’s (City’s) residential-over-commercial zoning regulations to more zones, especially for zones that apply to areas of density transition, along with the use of density bonusing, reduction in permit fees, or parking relaxations can be used to encourage this type of investment. The units can be restricted for the purposes of market rental use by way of a housing agreement and covenant on title.”

OCP policy 3-32 also supports the rental units, as follows:

“Maple Ridge supports the provision of affordable, rental and special needs housing throughout the District (City). Where appropriate, the provision of affordable, rental, and special needs housing will be a component of area plans.”

Additionally, on August 29, 2016, Council directed staff to develop a policy to support rental units above commercial development, and this forms part of the Planning Department’s 2017 Work Program.

Commercial and Industrial Strategy:

The Commercial and Industrial Strategy Report 2012-2042, endorsed by Council in 2014, categorized the subject property geographically with the Town Centre for the purpose of commercial space demand forecasting. This “Town Centre Fringe” area was not expected to be a significant contributor to commercial land supply in the Town Centre. As this development proposes a “mixed use”, combining office space development with rental accommodation, the forecasting provided by GP Rollo and Associates for office space developments are pertinent:

“The location of office space within mixed-use formats is the most likely means by which additional speculative office space will be added to the Town Centre, given that current and projected office lease rates are likely insufficient to allow for an economically feasible stand-alone office project (at least in the near-term).”

Additionally, it is noted that *“the sectors with the most growth potential in Maple Ridge include: Business Services, Manufacturing, Retail, Education, as well as Health and Welfare/Public Administration”* and one strategy would be to:

“Continue to support the Economic Development office and their work to attract entrepreneurs, businesses and employees.”

The Health and Welfare sector is forecasted to employ 5,100 people by 2041. As the population grows, employment in the Health and Welfare sector will grow. An aging population will also increase jobs in Health and Welfare.

Zoning Bylaw:

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial) (see Appendix E) to permit the development of a medical office, pharmacy and two rental dwelling units above (see Appendix F). Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Currently, the C-2 (Community Commercial) zone permits accessory apartment use; however, an apartment is defined in the Zoning Bylaw as *“a residential use where the building or buildings on a lot are each used for three or more dwelling units. Apartment building(s) may contain Townhouse dwelling units.”* By this definition, the two proposed dwelling units could not be considered as “apartment”, as it is less than three units.

In order to accommodate one or two dwelling units above a commercial development, a text amendment is proposed for the C-2 (Community Commercial) zone to allow for one or two dwelling units as permitted accessory uses (see Appendix E).

i) Off-Street Parking And Loading Bylaw:

The *Off-Street Parking and Loading Bylaw* requires 1 parking space per 30m² gross floor area for a retail and/or professional service use; 1 concealed parking space per dwelling unit for the apartment use; and 0.2 concealed parking spaces per dwelling unit to be designated for visitor parking spaces. The gross floor area of the retail and professional service uses is 291m², requiring 10 parking spaces. The two apartment units require 2 concealed parking spaces for residents and one concealed space for visitors. For this development, 11 parking spaces are provided for the retail and professional service uses, two concealed parking spaces are provided for the residents, and one un-concealed parking space is provided for visitors. A variance is required for the un-concealed visitor parking space, which will be the subject of a future Council report.

It should be noted that the main concern expressed at the Development Information Meeting, held on May 24, 2017, was that patients coming to the clinic would be parking along 230 Street and be a nuisance to the residents in the area. The developer explained that the clinic is not intended to be a walk-in clinic, therefore the parking would be regulated by appointment schedules. On-street parking is intended to be for the general public.

ii) Proposed Variances:

A Development Variance Permit application has been received for this project and involves the following relaxations (see Appendix E):

- *Zoning Bylaw No. 3510 -1985, Section 403 (4) (e) (i) Where a use on lands designated Commercial abuts a use on lands designated Residential, a landscape screen of a minimum of 2.0m in height and a maximum of 3.6m in height shall be provided along common property lines between the abutting uses.*

The C-2 (Community Commercial) zone does not have an interior lot line setback requirement; therefore this development is proposed to have a 0m setback along the eastern property line. The existing RE (Elderly Citizens Residential) zoned development to the east currently has a cedar hedge along the property line which will serve as a landscape buffer between the proposed development and the property to the east. A 2.0m cedar fence is proposed along the south-eastern and southern property lines, along with landscaping to serve as a landscape screen.

- *Off-Street Parking and Loading Bylaw No. 4350 -1990, requires 0.2 concealed spaces per dwelling unit designated for visitors.*

The visitor's parking space for the two residential units is not concealed; however, the parking space will be identified as a parking space for residential use and a restrictive covenant will be registered

on Title to ensure that the parking space remains a visitor parking space for the residential dwelling units.

The requested variances will be the subject of a future report to Council.

iii) Development Permits:

Pursuant to Section 8.5 of the OCP, a Commercial Development Permit application is required to address the current proposal's ability to foster attractive commercial areas that are compatible with adjacent development and enhance the unique character of the community. Accordingly, prior to final zoning approval, the Development Permit must be reviewed and approved. An application for the Development Permit has been received. Adherence of this project to the guidelines will be the subject of a future report to Council and a security will be taken as a condition of the issuance of the Development Permit to ensure that the Development Permit Area guidelines are met.

iv) Advisory Design Panel:

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on March 14, 2017 (see Appendices G and H).

Following presentations by the project Architect and Landscape Architect, the ADP made the following resolution that the following concerns be addressed and digital versions of revised drawings and memo be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for information:

1. Provide a locked garbage enclosure, coordinate appropriately with the architecture of the building. Cannot be a shared space with visitor parking.
2. Enhance the walkway from the parkade to the residential entrance.
3. Direct water to the bioswale from parking lot, walk ways and from the roof.
4. Provide site furniture or landscape structure for seating.
5. Use landscape elements to define pedestrian entrance to the site.
6. Provide large trees to complement the magnolia trees.
7. Provide bike rack.
8. Clarify the locations of the underground tank for grey water from the clinic and retention tank for the site.
9. Provide architectural feature and public art to enhance the truncated corner of the building.
10. Provide a way finding element for pedestrians in the surface treatment and landscaping edges on the site.
11. Provide canopies at the main entrances to the clinic and the pharmacy.
12. Recess the pharmacy doors on Dewdney Trunk Road.
13. Provide access door from garage to the stairs.
14. Express the residential entrances more clearly.
15. Provide skylight above the residential stairwell.
16. Locate skylight at the 90 degree corner at residential level; a minimum 2 feet from the wall.
17. Provide canopies for the residential entrances.
18. Gas meter location to be identified and properly screened.
19. Provide canopy over outdoor patio or terrace. Enhance and provide details of screen and canopy at residential terrace.
20. Provide lighting design for the site and the exterior of the building.

The ADP concerns have been addressed and are reflected in the current plans. A detailed description of how these items were incorporated into the final design will be included in a future development permit report to Council.

v) Development Information Meeting:

A Development Information Meeting was held at the Maple Ridge Leisure Centre Preschool Room, on May 24, 2017. Three people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Concerns with additional people parking along 230 Street;
- Enquired about the landscaping screening along the eastern and southern property lines; and
- Concerned about HVAC units taking up a potential parking space.

The following are provided in response to the issues raised by the public:

- As discussed above in the Off-Street Parking and Loading Bylaw section, the clinic is not intended to be a walk-in clinic, so parking will be somewhat regulated by appointment schedules. Parking along streets is for the general public.
- A 2.0m cedar fence in addition to landscaping will be provided along the southern and south-eastern property lines.
- The developer had proposed to have the HVAC units along 230 Street, next to the sidewalk. This is not a desirable location from a pedestrian's perspective, so the City had requested for the units to be placed on the roof. The developer was not willing to revise their roof plan to accommodate this; therefore they moved the HVAC units next to the building, which will keep the units away from the pedestrian realm and allow for an additional parking space.

4) Interdepartmental Implications:

i) Engineering Department:

The Engineering Department has identified that all the services required in support of this development do not yet exist. It will be necessary for the owner to enter into a Rezoning Servicing Agreement and provide the securities to do the required work in that Agreement. Required servicing will include:

- Concrete curb and gutter across the site frontage on the east side of 230 Street.
- Upgrading of 230 Street to an urban collector standard.
- A 1.5m wide concrete sidewalk across the site frontage on the east side of 230 Street.
- The existing driveway letdown on Dewdney Trunk Road will need to be removed.
- The storm sewer will need to be extended along the 230 Street frontage from the existing main on Dewdney Trunk Road
- Onsite storm sewer services to be designed to meet the three-tier criteria for stormwater management, as outlined in the *Watercourse Protection Bylaw* and the *Subdivision and Development Services Bylaw*.
- A street light design is required for 230 Street.
- A street tree design is required for 230 Street and Dewdney Trunk Road.

- A new water service connection will need to be installed by the City before the road improvement works are constructed on 230 Street.
- Asphalt widening along the west side of 230 Street to allow for a 1.2m wide asphalt walkway and repaint crosswalks.

ii) **License, Permits and Bylaws Department:**

The Licences, Permits and Bylaws Department has reviewed the development application and has provided comments related to Building Code requirements which have been provided to the developer. These comments will be reviewed again at the Building Permit stage.

iii) **Fire Department:**

The Fire Department has provided comments to the developer regarding fire safety plans, architectural plans, fire alarm information, fire department connection, and address visibility, which will be addressed at the Building Permit stage.

5) **School District No. 42 Comments:**

Pursuant to Section 476 of the *Local Government Act*, consultation with School District No. 42 is required at the time of preparing or amending the OCP. A referral was sent to School District No. 42 on February 28, 2017 and a response was received on March 3, 2017, as follows:

"Golden Ears Elementary has an operating capacity of 526 students. For the 2016-17 school year, the student enrolment at Golden Ears Elementary is 484 students (93% utilization) including 154 students from out of catchment.

Thomas Haney Secondary School has an operating capacity of 1200 students. For the 2016-17 school year, the student enrolment at Thomas Haney Secondary School is 1098 students (91.5% utilization), including 707 students from out of catchment."

As this proposed mixed-use commercial development involves only two residential units, it's not expected to have a significant impact on the School District catchment areas.

6) **Intergovernmental Issues:**

i) **Local Government Act:**

An amendment to the OCP requires the local government to consult with any affected parties and to adopt related bylaws in compliance with the procedures outlined in Section 477 of the *Local Government Act*. The amendment required for this application, to amend the land use designation from *Urban Residential* to *Commercial*, is considered to be minor in nature. It has been determined that no additional consultation beyond existing procedures is required, including referrals to the Board of the Regional District, the Council of an adjacent municipality, First Nations, the School District or agencies of the Federal and Provincial Governments.

The amendment has been reviewed with the Financial Plan/Capital Plan and the Waste Management Plan of the Greater Vancouver Regional District and determined to have no impact.

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7288-2016, that second reading be given to Zone Amending Bylaw No. 7289-2016, that first, second and third reading be give to the Housing Agreement Bylaw No. 7345-2017, and that application 2016-352-RZ be forwarded to Public Hearing.

“Original signed by Michelle Baski”

Prepared by: Michelle Baski, ASCT, MA
Planner 1

“Original signed by Christine Carter”

Approved by: Christine Carter, M.PL, MCIP, RPP
Director of Planning

“Original signed by David Pollock” for

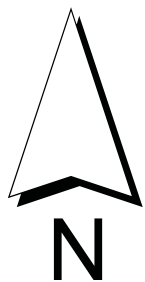
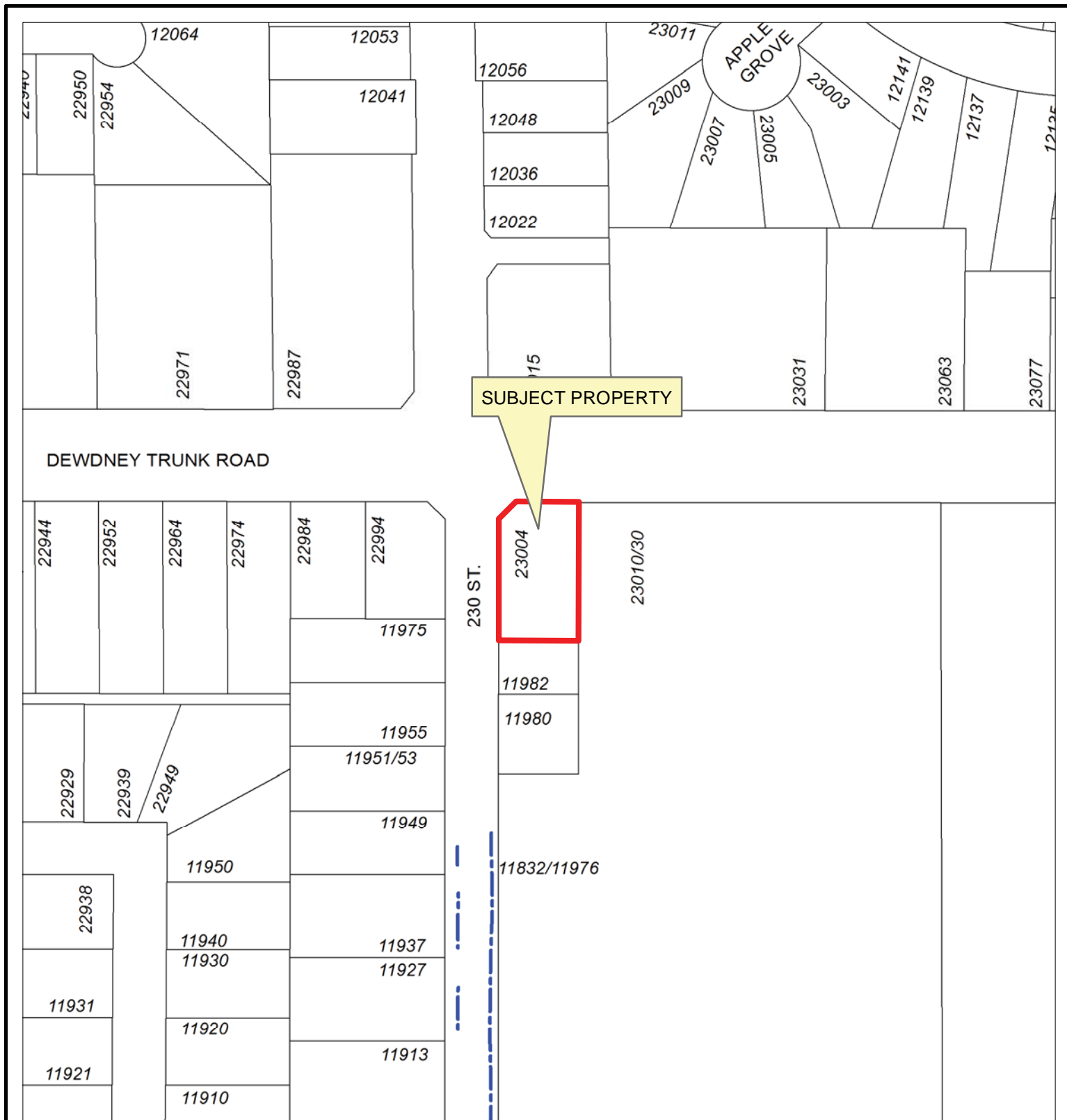
Approved by: Frank Quinn, MBA, P.Eng.
GM: Public Works & Development Services

“Original signed by E.C. Swabey”

Concurrence: E.C. Swabey
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – OCP Amending Bylaw No. 7288-2016
Appendix D – Housing Agreement Bylaw No. 7345-2017
Appendix E – Zone Amending Bylaw No. 7289-2016
Appendix F – Site Plan
Appendix G – Building Elevations
Appendix H – Landscape Plan



Scale: 1:1,500

Legend

- Stream
- - - Indefinite Creek
- River
- Major Rivers & Lakes

23004 Dewdney Trunk Road

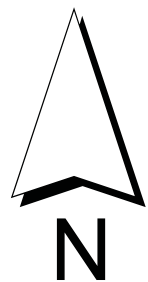
PLANNING DEPARTMENT



mapleridge.ca

2016-352-RZ
DATE: Sep 9, 2016

BY: JV



Scale: 1:1,500

Legend

- Stream
- Indefinite Creek
- River
- Major Rivers & Lakes

23004 Dewdney Trunk Road

PLANNING DEPARTMENT



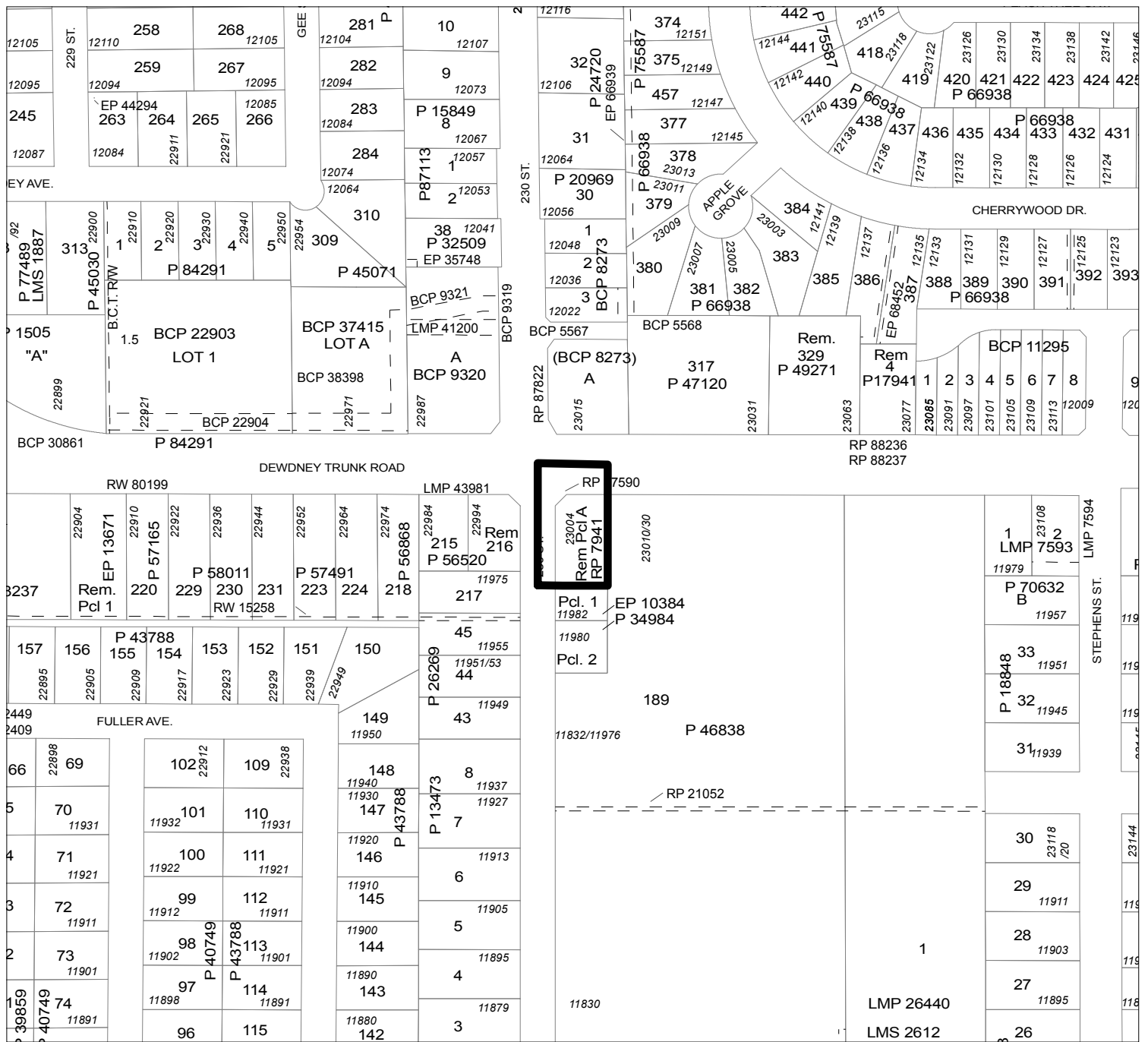
mapleridge.ca

2016-352-RZ
DATE: Sep 9, 2016

BY: JV

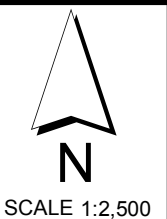
BYLAW NO. 7288-2016

CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7288-2016
 Map No. 936
 From: Urban Residential
 To: Commercial



CITY OF MAPLE RIDGE

BYLAW NO. 7345 – 2017

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 23004 Dewdney Trunk Road**

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and Wasti Holdings Ltd. Inc. No. BC0940933 wish to enter into a housing agreement for the subject property at 23004 Dewdney Trunk Road;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as “23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345 – 2017”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Wasti Holdings Ltd. Inc. No. BC0940933, in respect to the following land:

Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590;
Section 17, Township 12, New Westminster District Plan 3179
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 2017.

READ a second time the day of , 2017.

READ a third time the day of , 2017.

ADOPTED, the day of , 2017.

PRESIDING MEMBER

CORPORATE OFFICER

SECTION 219 COVENANT AND HOUSING AGREEMENT
(2016-352-RZ)

BETWEEN:

WASTI HOLDINGS LTD. (Inc. No. BC0940933)
of 12932 Alouette Road, Maple Ridge, BC, V4R 1R8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

THE CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

AND:



(hereinafter called the "Lender")

OF THE THIRD PART

WHEREAS:

- A. The Covenantor is the registered owner of or has an equity of redemption in certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 007-907-699 PARCEL A (REFERENCE PLAN 7941) LOT 1 EXCEPT: PART
DEDICATED ROAD PLAN NWP87590; SECTION 17
TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 3179

(hereinafter called the "Lands").

- B. The City is prepared to allow construction of a second storey for rental housing with a gross floor area of 246 m².
- C. The Covenantor and the City wish to enter into this Agreement to restrict the use of housing units to be constructed on the Lands, on the terms and conditions of this

Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

- D. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

1. In this Agreement:
 - (a) “Dwelling Units” means all residential dwelling units located or to be located on the Lands whether those dwelling units are lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Lands may be subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
 - (b) “Lands” means the land described in Item 2 of the General Instrument, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
 - (c) “Subdivide” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act* or the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interest” or “shared interest in land” as defined in the *Real Development Marketing Act*.

Use, Occupancy, Subdivision and No Separate Sale Restrictions

2. All Dwelling Units shall only be used to provide rental accommodation and shall remain as rental accommodation in perpetuity.
3. All Dwelling Units shall be rented only on a month to month basis or under a residential tenancy agreement having a fixed term not exceeding three years, including any rights of renewal.
4. No Dwelling Unit may be occupied except by an individual who occupies pursuant to a rental agreement that meets the requirements of section 3.

5. The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* that includes all of the Dwelling Units within a single strata lot.

Specific Performance

6. The Covenantor agrees that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.

Notice of Housing Agreement

7. For clarity, the Covenantor acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a Housing Agreement entered into under section 483 of the *Local Government Act*;
 - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

8. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

9. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City under the common law or any statute, bylaw, or other enactment, nor does this Agreement date or give rise to, nor do the parties intend this Agreement to create any implied obligations concerning such discretionary rights, duties or powers;
 - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
 - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

10. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

Priority

11. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Waiver

12. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Interpretation

13. In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replace, unless otherwise expressly provided;
 - (f) reference to "party" or the "parties" is a reference to a party, or the parties, to this Agreement and their respective successors, assigns, trustees, administrators and receivers;

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

- 14. The Covenantor will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

Severance

- 15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

- 16. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Enurement

- 17. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Deed and Contract

- 18. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

CONSENT & PRIORITY

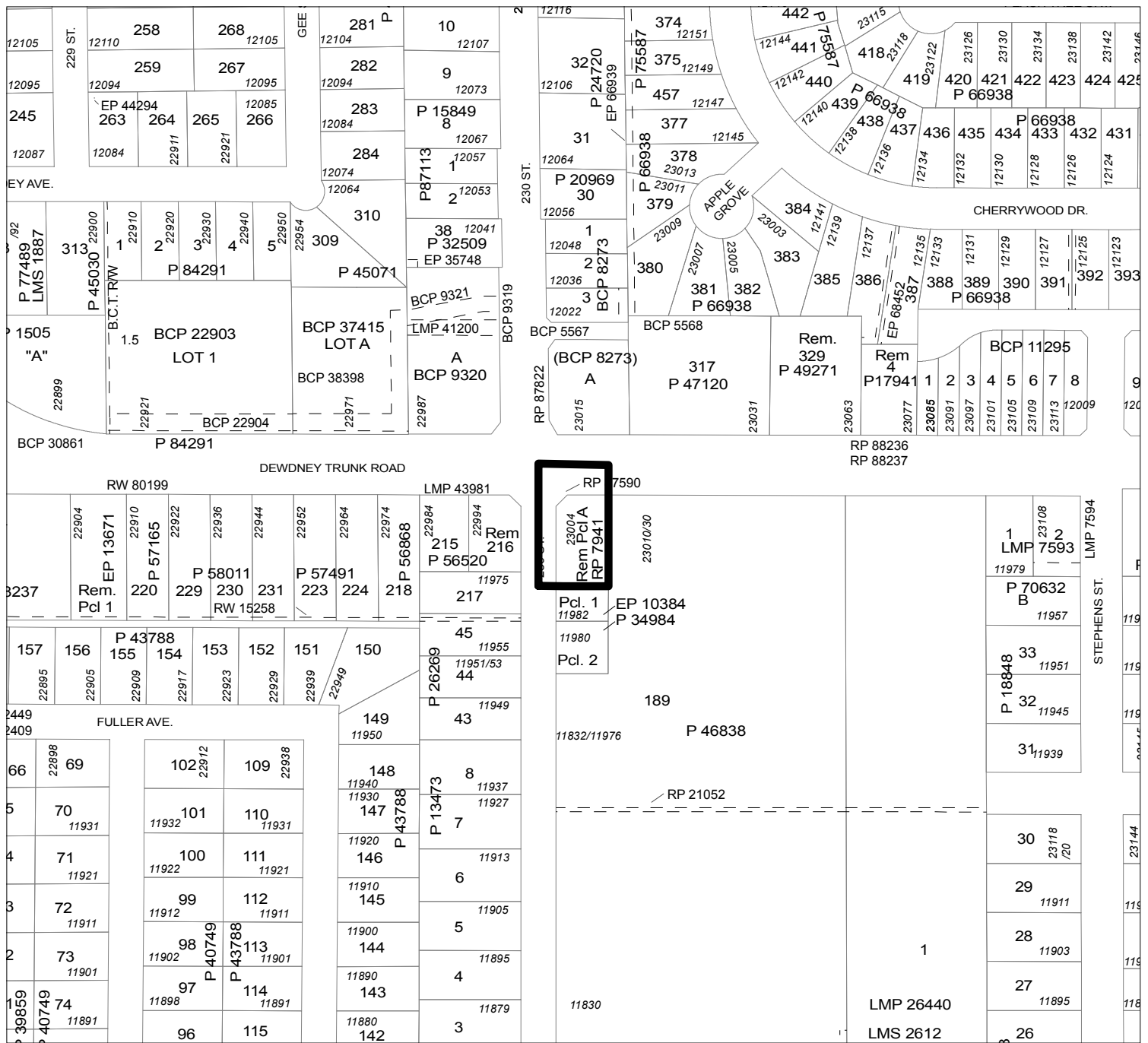
The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. _____ and _____ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

A Bylaw to amend Map "A" forming part of Zoning Bylaw No. 3510 - 1985 as amended

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

ADOPTED, the day of , 20

CORPORATE OFFICER



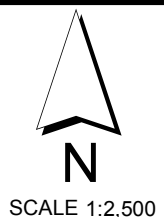
MAPLE RIDGE ZONE AMENDING

Bylaw No. 7289-2016

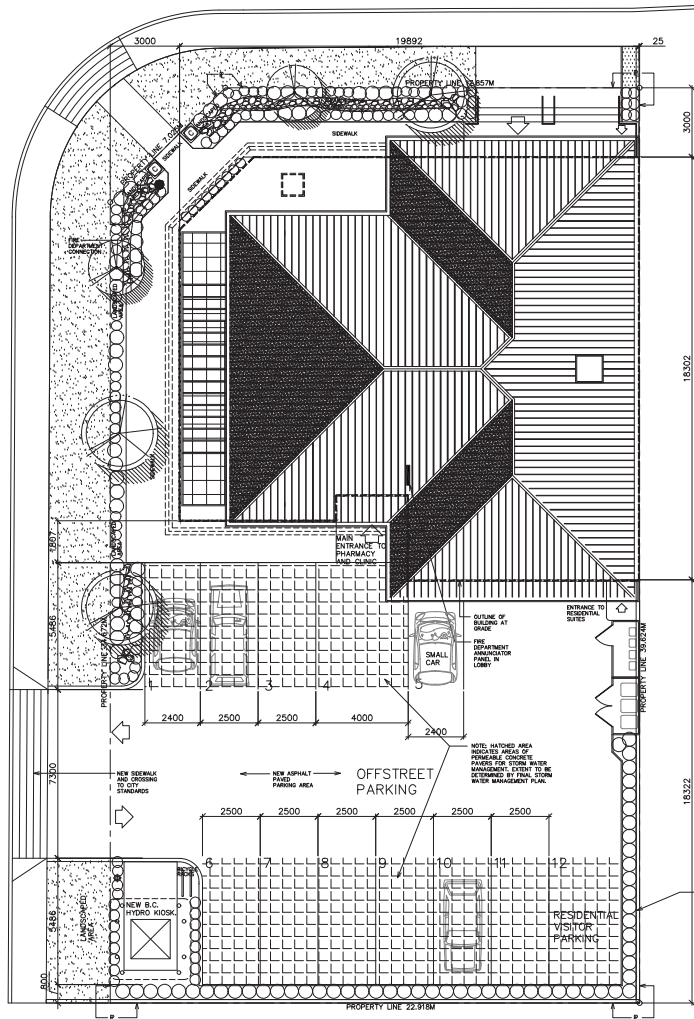
Map No. 1697

From: RS-1 (One Family Urban Residential)

To: C-2 (Community Commercial)



PROPOSED NEW COMMERCIAL/RESIDENTIAL BUILDING: MAPLE MEDICAL CENTER AND PHARMACY 23004 DEWDNEY TRUNK RD, MAPLE RIDGE, BC



SITE PLAN/ROOF PLAN

Scale 1:100



STREET ADDRESS:

23004 DEWDNEY TRUNK ROAD
MAPLE RIDGE, B.C.

LEGAL ADDRESS:

SECTION 17, TOWNSHIP 12, PLAN NWP3179

NOTES:

1. LOT AREA: 892.2 SQ. METERS.
2. MAX LOT COVERAGE: 70%
3. FRONT SETBACK (DEWDNEY TRUNK ROAD) 3 METERS
4. REAR SETBACK 6 METERS
5. EXT SIDE YARD SETBACK: 3 METERS

PARKING STALLS ACHIEVED: 10 STALLS FOR FIRST FLOOR USES
PLUS 1 VISITOR'S SPACE PLUS 2 CONCEALED PARKING STALLS FOR
RESIDENTIAL PLUS 1 STALL FOR DISABLED.

BREAKDOWN OF FLOOR AREAS PROVIDED:

FIRST FLOOR:

DOCTORS CLINIC:	1796 S.F. / 166.85 SQ. METERS
RETAIL PHARMACY:	883 S.F. / 82.03 SQ. METERS
LOBBY:	96 S.F. / 8.91 SQ. METERS
GARAGE/SERVICES:	578 S.F. / 53.69 SQ. METERS
TOTAL FLOOR AREA:	3353 S.F. / 311.50 SQ. METERS

257.79 SQ. METERS/30 = 8.59 = 9 PARKING STALLS REQ'D

SECOND FLOOR:

RESIDENTIAL SUITE A:	1326 S.F. / 123.19 SQ. METERS
RESIDENTIAL SUITE B:	1326 S.F. / 123.19 SQ. METERS
TOTAL, SECOND FLOOR:	2652 S.F. / 246.37 SQ. METERS

GROSS FLOOR AREA (FIRST AND SECOND): 557.87 SQ. METERS
PRELIMINARY CODE REVIEW: BCBC 2012
OCCUPANCIES: GROUP D & E: MEDICAL OFFICES AND PHARMACY.
GROUP C: RESIDENTIAL APARTMENTS

CLASSIFICATION FOR CONSTRUCTION: 3.2.2.61 (GROUP D UP TO
TWO STORIES SPRINKLERED).

SECOND FLOOR SUITE OUTDOOR DECKS, ONE PER SUITE AT 205
S.F. / 19 SQ. METERS EACH

DRAWING INDEX

- 1.0 COVER
- 2.0 OVERALL BUILDING PLANS
- 2.1 FIRST FLOOR PLAN
- 2.2 SECOND FLOOR PLAN
- 3.0 EXTERIOR ELEVATIONS
- 4.0 BUILDING SECTIONS
- 4.1 PROPERTY SECTIONS AND SITE SERVICES

NOTE:
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REVISIONS	DATE
1.0 COVER	06/05/17
2.0 OVERALL BUILDING PLANS	06/05/17
2.1 FIRST FLOOR PLAN	06/05/17
2.2 SECOND FLOOR PLAN	06/05/17
3.0 EXTERIOR ELEVATIONS	06/05/17
4.0 BUILDING SECTIONS	06/05/17
4.1 PROPERTY SECTIONS AND SITE SERVICES	06/05/17

CONSULTANT:
D.A. HORVATH CONSULTANTS INC.
2738 - 158TH STREET, UNIT #46
SURREY, BC V3Z 3K3
Telephone: 604-538-2496
doug@horvathid.com

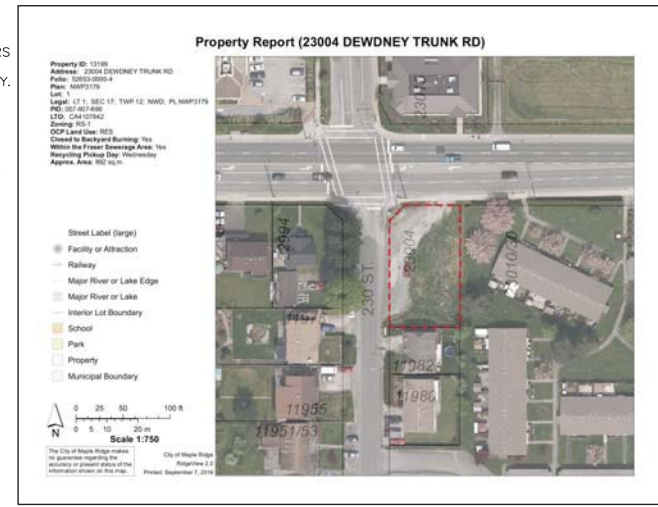
ARCHITECT:
**Barrie Chadwick
Architect Inc. a/c**
5015 Bore Sound Lane, Unit 103
Vancouver, BC V6P 6G7
Telephone: 604-266-1987
email: barrie@barrie.ca

PROJECT:
**MAPLE MEDICAL CENTRE
AND PHARMACY**
23004 DEWDNEY TRUNK ROAD
MAPLE RIDGE, BC

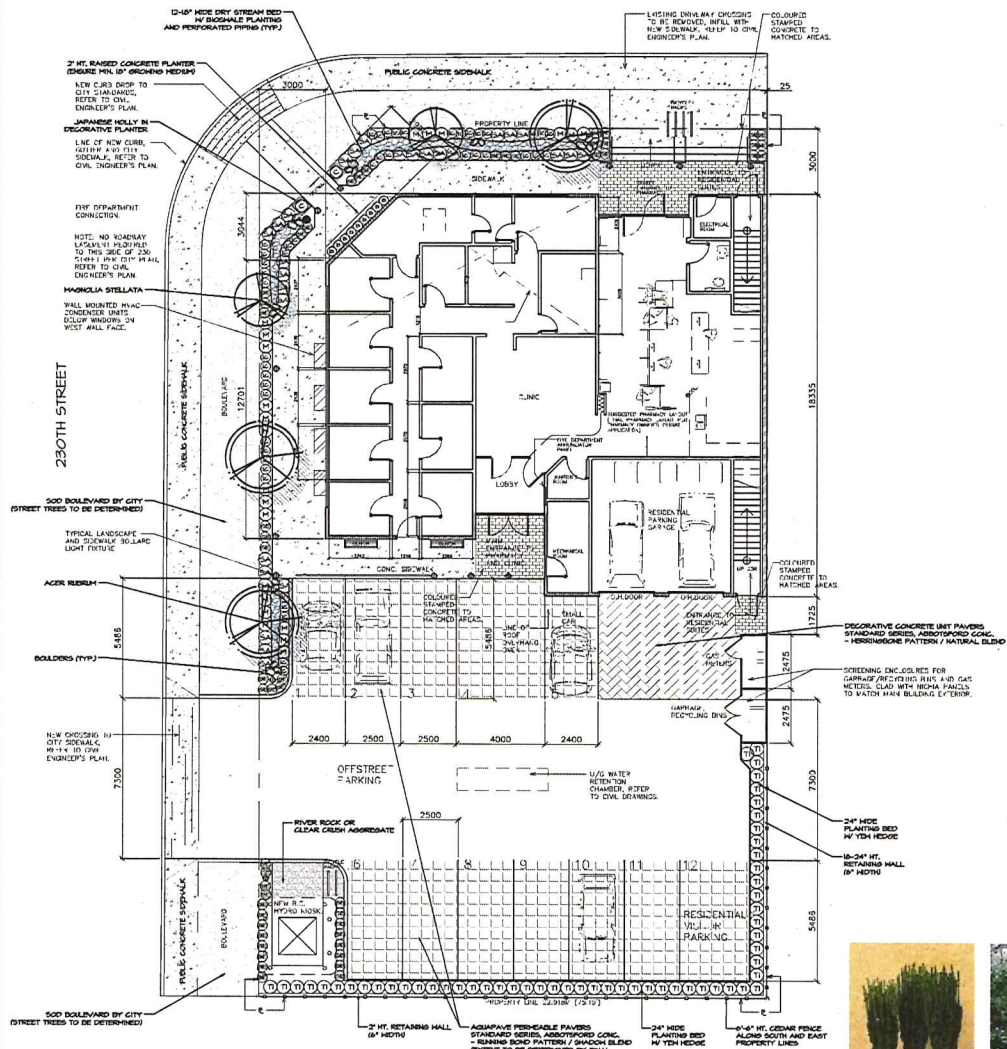
SHEET TITLE:
COVER

SCALE/NO:
DRAWN BY: IH
DATE OF DRAWING:
JUN 5, 2017
DATE OF PRINT:
JUN 5, 2017

PROJECT NO:
629
SHEET No.
1.0



DEWDNEY TRUNK ROAD

[illegible]

Property Report (23004 DEWDNEY TRUNK RD)

Property ID: 12199
Address: 29004 DEWONEY TRUNK RD
Palm: 50753 0000-4
Plan: W097519
Lot: 1
Legal: 21 N. 28 E. T1W 12. Range: 4S
Pg: 007-003499
LTO: CAH107512
 zoning: PG-1
OCP Land Use: RES
Comed to Backyard Barring: Yes
Within the Present Sewerage Area: Yes
Recycling Pickup Day: Wednesday
Applns. Area: 632 sq. ft.



1. ALL POSTS PRELIMARE TREATED TO CSA STANDARD AND END GITS TREATED WITH PRESERVATIVE

2. ALL OTHER HOLEERS TO BE GRASS, TO CONSTRUCTING GRADE MIN-4

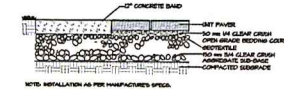
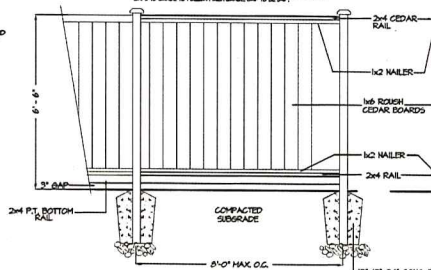
3. ALL WARDEN NOT DIFFER BURNISHED.

4. PLY 3 COATS EXTREME CLEAN TO MANUFACTURES SPECIFICATION

5. FINISH COLLECTION AS APPROVED BY PROJECT MANAGER.

6. ALL PILES TO BE LEVEL, CHANGES IN GRADE TO BE IN 2'-0" STEPS (MAX),

7. ROPS TO GRADE TO FOLLOW PILES W/ GRADE.



I 6'-6" HT. CEDAR FENCE
II SCALE: 1:25

2 UNIT PAVER DETAIL
LI SCALE: N.T.S.



JAPANESE HOLLY



STAR MAGNOLIA



ACER RUBRUM



WHITE CANDLE FLAMMABLE



DDM/STREAMER

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M2
LANDSCAPE ARCHITECTURE

#220 - 26 Lorne Mews
New Westminster, British Columbia
V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com



7	JMELP	REVISED FOR CITY COMMENTS	PMT	
8	HAZ301P	REVISED FOR CITY COMMENTS	PMT	
9	APR10P	REVISED FOR CITY COMMENTS	PMT	
10	HAB20P	REV. FOR NEW SITE PLAN/ADP COM	PMT	
11	FEB10P	REVISED FOR CITY COMMENTS	PMT	
12	SEP730.06	REVISED FOR ARCH COMMENTS	PMT	
1	SEP728.08	PRELIMINARY DESIGN	PMT	
NO.	DATE	REVISION DESCRIPTION	DR.	

PROJECT:

**MAPLE MEDICAL CENTRE
AND PHARMACY**
23004 DEWDNEY TRUNK ROAD
MAPLE RIDGE, BC

DRAWING TITLE.

**LANDSCAPE
PLAN**

DATE: 16-SEPT-15	DRAWING NUMBER: L1
SCALE: 1:100	
DRAWN: PHT	
DESIGN: PHT	
CHE'D: MTLH	

MZLA PROJECT NUMBER:	JOB NO. 16-087
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DEVELOPMENT APPLICATION CHECKLIST
FOR FILE 2016-448-CP
File Manager: Amanda Grochowich

Official Community Plan or Zoning Bylaw Amendments:	RECEIVED	NOT REQUIRED
1. A completed Application Form (Schedule "A" – Development Procedures Bylaw No. 5879-1999)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. An application fee, payable to the City of Maple Ridge, in accordance with Development Application Fee Bylaw no. 5949-2001.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. A Certificate of Title and Consent Form if the applicant is different from the owner shown on the Certificate of Title.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. A legal survey of the property(ies)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Subdivision plan layout	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Neighbourhood context plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Lot grading plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Landscape plan ⁺⁺	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Preliminary architectural plans including site plan, building elevations, accessory off-street parking and general bylaw compliance reconciliation ⁺⁺ .	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* These items may not be required for single-family residential applications

+ These items may be required for two-family residential applications, as outlined in Council Policy No. 6.01

Additional reports provided:

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
MEETING DATE: June 27, 2017
FILE NO: 2016-448-CP
ATTN: Council
SUBJECT: First and Second Reading
Official Community Plan Amending Bylaw No. 7335-2017
Second Reading
Official Community Plan Amending Bylaw No. 7299-2016

EXECUTIVE SUMMARY:

The 2012-2014 Commercial and Industrial Strategy identified that an additional 69-93 ha (170-230 ac) of industrial land would need to be redesignated within the City by 2040 to accommodate industrial demand and to respond to the growing shortage of industrial land in the Metro Vancouver region. In pursuit of this direction, Council has directed staff to investigate a number of sites to determine if they could suitably support employment generating land uses. Area 1: 256th Street Lands and Area 2: Lougheed Lands were identified through this iterative and analytical process and have been pursued as potential future employment sites.

Considering the employment potential and challenges within these areas, Council directed staff to move forward with amending bylaws, but to bring forward additional information for further contemplation. Questions were raised by Council on the financial impacts to the City as well as possible wider economic implications should these areas be redesignated for employment purposes. The intent of this report is to bring forward these considerations as well as explore how additional synergies could be generated.

The report also recommends that first and second reading be given to Maple Ridge Official Community Plan Amending Bylaw No. 7335-2017, that second reading be given to Maple Ridge Official Community Plan Amending Bylaw No. 7299-2016 and that both Bylaws be forwarded to Public Hearing.

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of the public and stakeholder engagement process, as outlined in the Employment Lands Consultation Outcomes and Next Step Options Report, dated May 2, 2017, and Council considers it unnecessary to provide any further consultation opportunities except by holding a Public Hearing on both bylaws;
- 2) That Official Community Plan Amending Bylaw No. 7299-2016 to redesignate Area 1: 256th Street Lands from Suburban Residential, Rural Resource and Institutional to Conservation, Industrial, Park, Estate Suburban Residential, Suburban Residential and Industrial Reserve be given second reading and be forwarded to Public Hearing;

- 3) That Official Community Plan Amending Bylaw No. 7335-2017 to redesignate Area 2: Loughheed Lands from Suburban Residential to Industrial (Business Park category), Commercial and Rural Residential be given first and second reading and be forwarded to Public Hearing;

BACKGROUND:

As part of the on-going work following the 2012-2014 Commercial and Industrial Strategy, Council received an update on the status of several potential future employment sites in early 2016. Through an iterative and analytical process, two areas were identified and further pursued: the lands surrounding the existing employment areas of 256th Street north of 128th Avenue and along the Loughheed corridor east and west of the Kwantlen First Nation lands.

On September 19, 2016, Council authorized staff to begin preparing an OCP Amending Bylaw to redesignate certain identified properties in the 256th Street and 128th Avenue area to *Rural Resource* from *Suburban Residential* and *Institutional*. This Bylaw received first reading on December 5, 2016.

On October 17, 2016 an employment land use suitability assessment for the lands west and east of the Kwantlen First Nation lands was presented to Council. Council then authorized staff to begin preparing an OCP Amending Bylaw to redesignate these lands to *Industrial (Business Park category)*.

These two areas, now called Area 1: 256th Street Lands and Area 2: Loughheed Lands, were the focus of a public consultation program in early 2017. The outcomes were summarized and presented to Council on May 2, 2017. At the same session, Council provided direction on the next steps in the employment lands conversation, with the following resolutions:

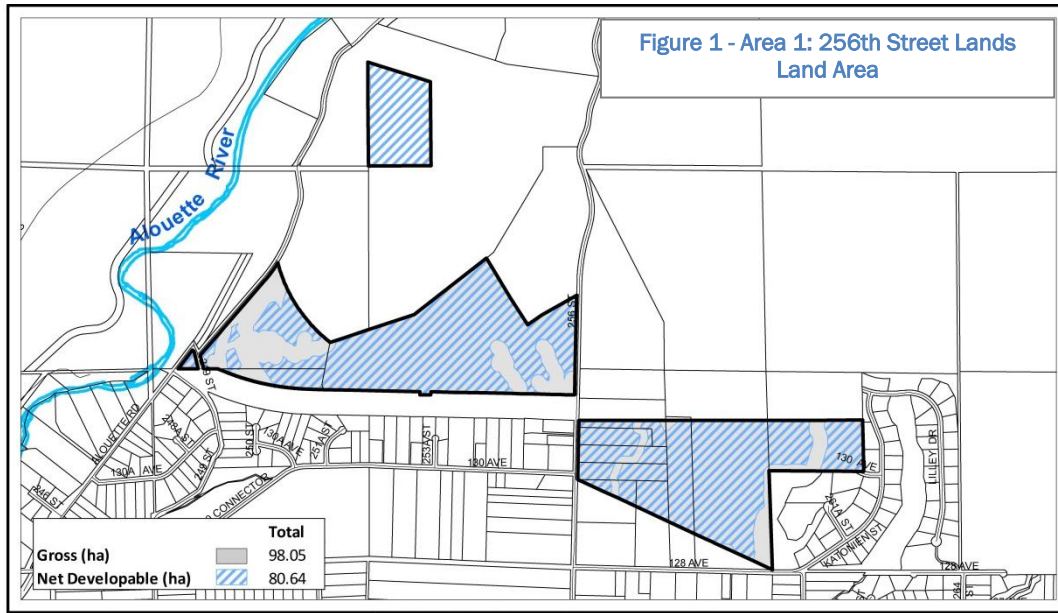
That staff be directed to amend the OCP Bylaw No. 7299-2016 to designate lands in Area 1: 256th Street Lands as outlined in the report "Employment Lands Consultation Outcomes and Next Step Options" dated May 2, 2017 as Industrial Reserve and that the policies include criteria to establish requirements for future development.

and

That staff be directed to prepare an OCP Amending Bylaw to designate as Industrial and Rural Residential those lands in Area 2: Loughheed Lands, as outlined in the report "Employment Lands Consultation Outcomes and Next Step Options" dated May 2, 2017.

Area 1 Summary

The Area 1: 256th Street Lands are located to the east and west of 256th Street and to the north of 128th Avenue. The Area 1: 256th Street Lands consists of approximately 98 gross ha (242 ac). These lands are relatively level, however future development will be impacted by the setbacks associated with the watercourses and topography of the area. Based on the previously reported high level analysis which takes into account the limiting environmental impacts, Area 1 could represent 80 net developable ha (198 ac) of future employment land, as shown on the following page on Figure 1.

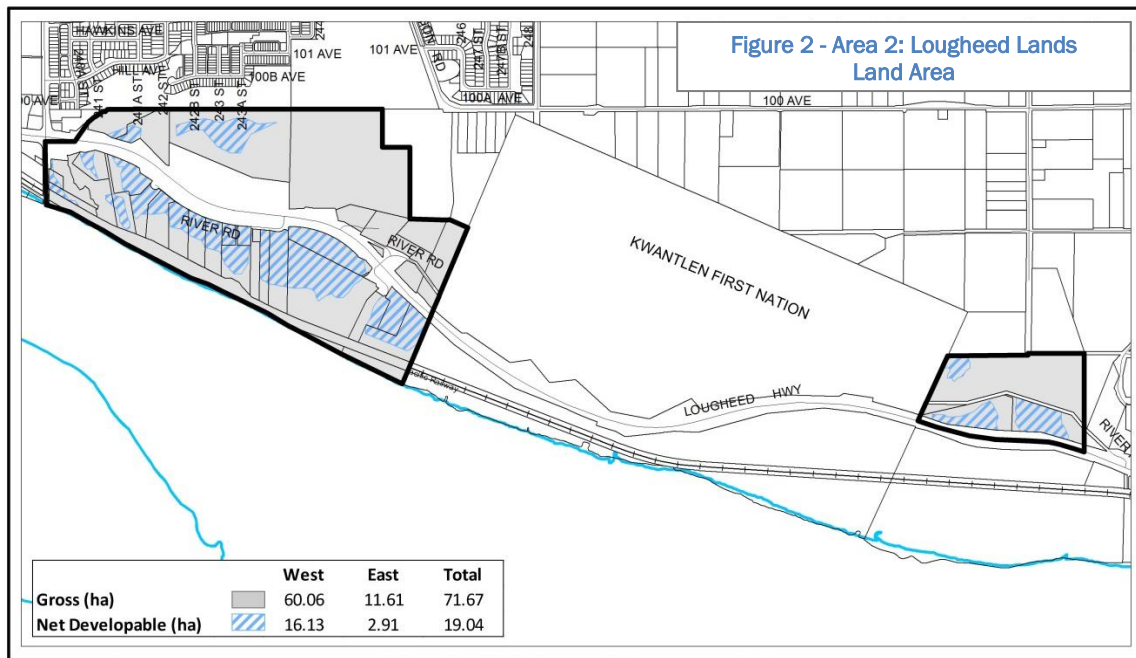


The surrounding community's support for Area 1: 256th Street Lands was limited; community dialogue raised some concerns that would benefit from further assessment. Notable amongst the issues raised by the public is the matter of access, with many of the identified issues related to traffic, noise and road design. Issues with environmental contamination and drainage were also identified. Furthermore, there are concerns that more intensive utilization of the employment lands could exacerbate issues already perceived to exist by the neighbouring residents. These community comments led staff to re-evaluate the originally proposed *Rural Resource* designation, and instead recommend that an *Industrial Reserve* be considered for these lands. Such a designation would identify the long term goal of creating future industrial lands while respecting the community's interests of undertaking further planning prior to permitting expanded industrial activities.

Area 2 Summary

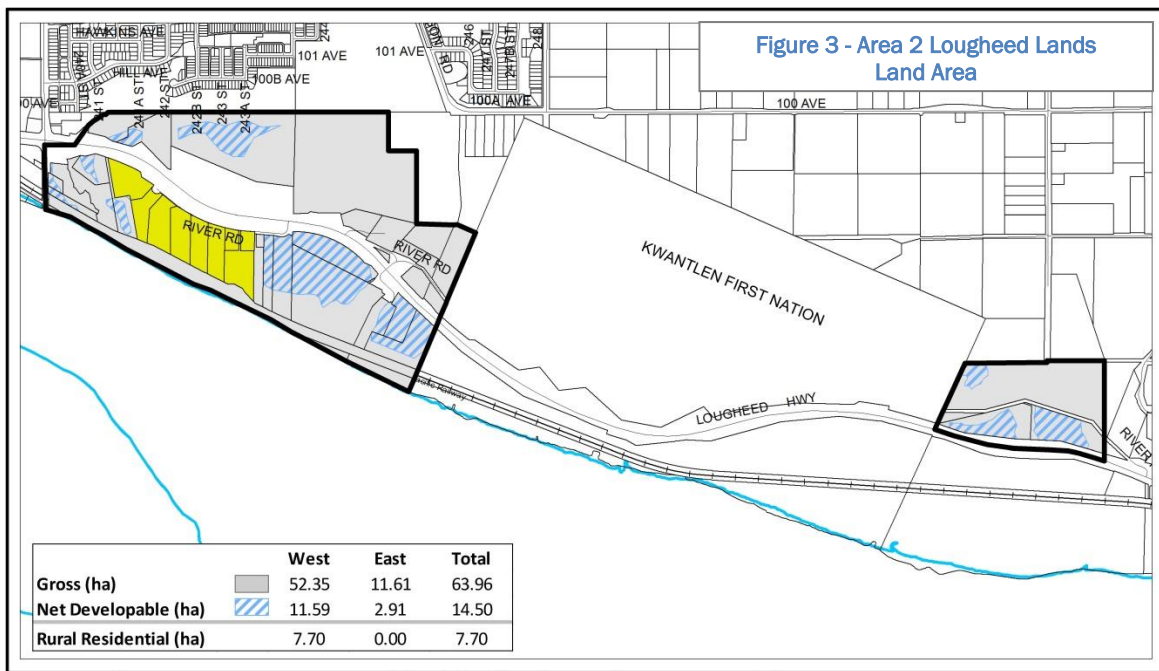
The Area 2: Lougheed Lands are located to the west and east of the Kwantlen First Nation lands along Lougheed Highway east of 240th Street.

Area 2 constitutes approximately 72 gross ha (178 ac) of possible future employment land. As part of a high-level land use analysis, staff examined the impacts and requirements from various environmental factors, most notably, topography and the presence of known watercourses. These factors reduce the net developable areas of the land by approximately 75%. That is, and as illustrated in Figure 2 for the sites west of the Kwantlen First Nation the approximate 60 gross ha (148 ac) is reduced to roughly 16 ha (40 ac), with that portion located to the north of Lougheed Highway representing approximately 28 gross ha (69 ac) and 2 net developable ha (5 ac) while south of the Highway there is an estimated 32 gross ha (79 ac) and 14 net developable ha (35 ac). For the sites east of the Kwantlen First Nation, the 11 gross ha (27 ac) is reduced to approximately 3 ha (7 ac). All together, the potential area that could be available for future employment purposes is estimated at 19 ha (47 ac). Staff view these 19 ha (47 ac) as an extension of the Albion Industrial Area, which is located immediately to the west.



For Area 2: Lougheed Lands, the public consultation process identified general support for the redesignation of these lands given it's location on a major transportation corridor and proximity to an already existing employment node. Concerns were also expressed, namely, with the impacts future industrial development may have on environmentally sensitive areas and the significant level of local infrastructure improvements that would be necessary to support future development. There was also noted concern over the perceived loss of the rural lifestyle currently enjoyed by residents south of Lougheed in this area

Based on the feedback received from the public consultation process, staff reconsidered the originally proposed *Industrial* (Business Park category) designation for the 7.7 gross ha (19 ac) of residential properties located along River Road. Instead, acknowledging the existing interests of the residents on these lands and the high improvement values currently observed, staff suggested that these *Suburban Residential* properties be redesignated as *Rural Residential*. Redesignating these lands would however reduce the lands available for an *Industrial* (Business Park category) designation west of the Kwantlen First Nation to 52 gross ha (128 ac) and further reduce the net developable area of the westerly-oriented lands to approximately 11.6 ha (29 ac). This brings the total possible net developable area for the lands west and east of the Kwantlen First Nation for employment purposes to 14.5 ha (36 ac). These resulting changes to the possible gross and net developable yield are presented on the following page in Figure 3



DISCUSSION:

In light of both the employment potential and challenges within these areas, Council directed staff to move forward with the amending bylaws. However, Council discussed several issues that warranted further consideration and exploration. Questions were raised on the wider economic implications of redesignating land towards an employment future. Specifically, it was asked how the financial considerations of the existing land uses compare to those anticipated from an employment future and how additional synergies could be generated within the Area 2: Lougheed Lands. Questions were also raised on the implications to the wider economy should additional lands be created for employment purposes.

City Financial Implications

Throughout the City, properties contribute ongoing tax revenue to the City. Whenever land is developed, one-time Development Cost Charges (DCC's) are collected to offset related infrastructure costs that are anticipated by the City due to expected growth. Development may also translate to other costs that may impact the City (e.g. on-going infrastructure maintenance), however some of these costs can be expected to be covered by the anticipated tax revenues while other costs (e.g. unplanned water or sewer extension) may be shared or borne entirely by the developers.

In response to Council's prior questions, the below fiscal narrative captures the contrasts between the redesignation scenarios and the option to leave the land use designation unchanged. Staff have prepared high-level outlines of the various financial implications in order to provide Council with a 'snap shot' of ongoing tax revenue and one-time development-related charges (e.g. DCCs), where applicable. Employment land conversion is a long-term process, with a lengthy transition time, so focus was placed on how such financial considerations would appear at a future build-out point in time.

Area 1: 256th Street Lands

For Area 1, there are two possible land use designation scenarios under consideration: A) maintain the existing land use of *Suburban Residential* and *Institutional*; and B) redesignate as *Industrial Reserve* for a long-term employment future.

Under Scenario A, just over 100 new *Suburban Residential* lots could be created on the 41 net developable ha (101 ac) currently designated as *Suburban Residential*. This rough estimate of possible lot-yield is based on current policies that permit 1 acre lot subdivision where community water is available. The examples provided below do not reflect the ongoing and undecided possibility that the minimum lot size for subdivision under the *Suburban Residential* designation may increase. Noting that, future residential development could generate approximately \$1,300,000 in associated development charges leading to build out. Development charges are not currently applied to institutional development occurring in the rural areas, as identified in the City's DCC Bylaw. Using 2017 assessed values, Scenario A could generate approximately \$34,000 from residential property taxes and \$74,000 from light industry or business property taxes, resulting in a conservative \$108,000 in tax revenue per annum at full build out. Staff acknowledge that these are based on current tax levels and that tax revenues could increase if land improvements are made.

Scenario B forecasts are based on future build out at a general business / light industrial level under the proposed *Industrial Reserve* redesignation. A future involving major industry has not been included at this time. Working with the Finance Department, staff estimate a conservative \$15,000 per gross hectare as a proxy to capture development cost charges for industrial development. Therefore, should the entire net developable area of 80 ha (198 ac) be developed as employment land, the associated development cost charges could represent approximately \$1,200,000 leading up to build out. At build out, the City could anticipate approximately \$181,000 per annum in on-going tax revenues.

Table 1 - Estimated Revenues for Area 1 by Scenario

	Development Cost Charges (One-time, Up to Build Out)	Tax Revenue (Per Year, at Build Out)
Scenario A	\$1,300,000	\$108,000
Scenario B	\$1,200,000	\$181,000

Based on 2017 assessed values and property tax rates

Area 2: Loughheed Lands

As an extension of the Albion Industrial Area, Area 2 has three possible land use designation scenarios are under consideration: A) entire net developable area of 19 ha (47 ac) is subdivided to the highest residential density possible under current policy and regulations for *Suburban Residential*; B) entire net developable area of 19 ha (47 ac) is re-designated to *Industrial* (Business Park category); and C) the prior identified 14.5 ha (36 ac) of net developable area is re-designated to *Industrial* (Business Park category) and the remaining 7.7 gross ha (19 ac) of residential land is re-designated as *Rural Residential*.

If lot consolidation took place, under Scenario A, an additional 21 *Suburban Residential* lots could be created on the 19 ha (47 ac) of net developable area. With 26 existing lots with developable area, a total of 47 residential lots would be possible. The residential development would generate approximately \$185,000 in one-time development cost charges leading up to build-out. The City would anticipate approximately \$91,000 per year in tax revenue at full-build out.

Under Scenario B, it is assumed the 19 net developable ha (47 ac) are re-designated as *Industrial* (Business Park category), therefore the City could anticipate approximately \$285,000 in one-time

development cost charges using the \$15,000 per gross hectare estimate developed with the Finance Department, over the period until build-out is achieved. In terms of on-going tax revenue, the City could anticipate approximately \$297,000 annually at build out.

Under Scenario C, no new residential lots would be created, as the existing 7.7 gross ha (19 ac) of residential land would not be able to subdivide given the proposed *Rural Residential* designation. The remaining 14.5 ha (36 ac) of net developable industrial area could result in a conservative \$217,500 in development cost charges leading up to build out. In terms of on-going tax revenue, the residential portion could generate approximately \$36,000 while the industrial land could contribute \$179,000. The City could therefore anticipate approximately \$215,000 in tax revenue per year, post build out.

Table 2 - Estimated Revenues for Area 2 by Scenario

	Development Cost Charges (One-time, Up to Build Out)	Tax Revenue (Per Year, at Build Out)
Scenario A	\$185,000	\$91,000
Scenario B	\$285,000	\$297,000
Scenario C	\$217,500	\$215,000

Based on 2017 assessed values and property tax rates

Wider Economic Implications

To better understand the wider benefits to the local economy stemming from the creation of new employment lands, City staff worked with BC Stats to estimate the economic impact that could be generated from businesses locating on a proposed newly created 230 acres of industrial land within the City. BC Stats used an inter-provincial input-output model to generate the projections. The analysis used information about the current land base, industrial structure and employment in the City of Maple Ridge.

The model-based projections estimate that the businesses that could locate on the newly-available land are anticipated to support 1,587 jobs and contribute an estimated \$125 million to the provincial GDP. In addition to the on-site jobs, it is estimated that 676 jobs will be supported in region-wide supplier industries with another 244 regional jobs in industries that benefit from spending by workers. With a projected 2,500 total direct or indirect potential jobs possible from the proposed 230 acres, the model indicates that additional employment lands would support local job growth within the City.

Table 3 – Total Impact of Industrial Land Development (Annual Operation)

	Industrial Lands	Supplier Industries	Induced	Total Impact
Employment (#)	1,587	676	243	2,506
Average annual household income (\$)	\$60,852	\$59,167	\$46,617	\$61,620

BC Statistics

Of the possible jobs created, the model projects 6.9 jobs per acre. Staff feel that this is a conservative estimate noting that the current job densities of the Ruskin/Fraser River Area, Albion Industrial Area and Maple Meadows are 4.5, 6.25 and 36 jobs per acre, respectively. While the assessment was undertaken at a high level, the job estimates of the BC Stats model points to an attainable future in potential creation of new employment opportunities in the City.

REDESIGNATION CONSIDERATIONS

Area 1: 256th Street Lands

The OCP outlines a long-term vision for identifying additional employment generating lands, yet equally places an emphasis on the suitability of any lands contemplated for new opportunities. The OCP Policy 6-45 provides a set of evaluation parameters for potential lands being considered for employment: the land is relatively flat; conducive to industrial development; contiguous to a full range of municipal services; and strategically located near the Regional transportation network. OCP Policy 6-48 further reinforces the emphasis on compatibility as *Maple Ridge will implement strategies to accommodate industrial growth that is compatible with other land uses in the District.*

Area 1: 256th Street Lands offers potential for future employment uses and job creation as well as augmenting an existing employment node within the City. For Area 1: 256th Street Lands, staff continue to recommend an *Industrial Reserve* designation, where the designation identifies the lands in the OCP for a long-range industrial future.

That said, based on on-going correspondence, staff have reconsidered one of the properties previously identified as *Industrial Reserve*, and recommend that it now be redesignated to *Rural Resource*. The property is currently split-designated with an “island” of *Institutional*, zoned for correction and rehabilitation uses, and is encompassed by the existing *Rural Resource* designation. This suggested amendment would simplify the property’s land use designation and permit the industrial operations under *Rural Resource* for the entire property. More information regarding the ongoing correspondence received by staff is presented in the following section. The revised and recommended land use redesignation for Area 1 is summarized in Figure 4 on the following page.

The *Reserve* approach addresses many of the community concerns and provides a greater level of certainty regarding the conditions under which future redevelopment might occur. The creation of an *Industrial Reserve* designation would be similar in nature to the Thornhill Urban Reserve and provides the City with time to properly plan for increased demand for industrial land.

Staff propose that the following policy base and criteria form the possible triggers for the *Industrial Reserve* designation. The more detailed policy language is provided in Appendix A in Bylaw 7299-2016.

- Further intensification of the existing employment lands is encouraged prior to redeveloping the lands identified as *Industrial Reserve*.
- Before industrial development will be permitted on the *Industrial Reserve* land, several initiatives must have taken place, including determining a transportation alignment option to accommodate industrial traffic through the City to minimize community and environmental impacts; conducting a servicing analysis to identify possible servicing impacts; and a gravel supply assessment. In addition, Council will need to determine if sufficient levels of development have taken place on the existing employment lands to approve the lifting of the *Industrial Reserve* designation.
- At the time when *Industrial Reserve* designated lands will be considered for development, several items must be completed before permitting industrial development. Items include an OCP Amendment identifying the lands as *Industrial* or *Rural Resource* rather than *Industrial Reserve*, an amended Regional Growth Strategy and Regional Context Statement, and the removal of any identified gravel reserves from the land.
- In addition, certain activities must be fulfilled by the owner or applicant before development or industrial activities may take place. These tasks include an environmental assessment, an agriculture impact assessment, an aquifer groundwater management study and a noise

attenuation study in order to mitigate the impacts of development on the environment and nearby residential neighbourhoods.

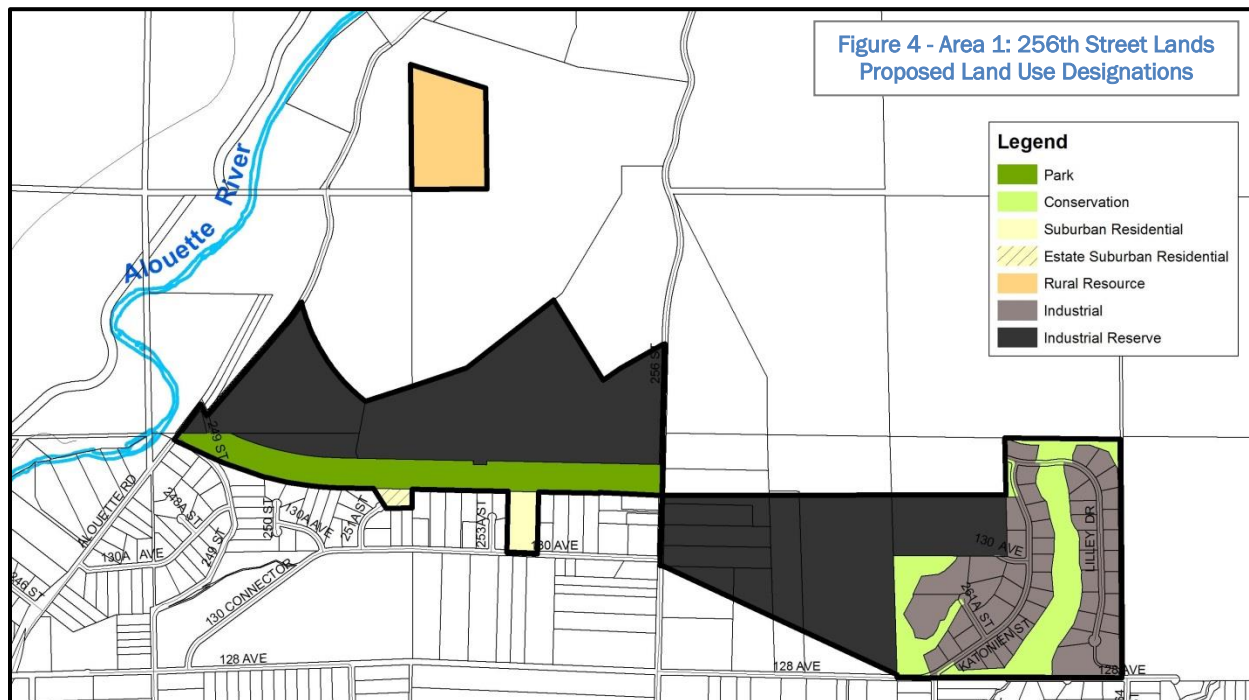
Other Considerations:

In addition to the *Industrial Reserve* and *Rural Resource* designations, five other land use amendments are proposed under OCP Amending Bylaw No. 7299-2016: *Conservation*, *Industrial*, *Park*, *Estate Suburban Residential*, and *Suburban Residential*.

One of the properties that is proposed to be redesignated to *Industrial Reserve* is hooked to two smaller parcels. These two parcels currently abut existing residential properties. It is therefore recommended that these properties be designated *Estate Suburban Residential* and *Suburban Residential* to accommodate and align with the adjacent residential uses.

An existing city right-of-way adjacent to the subject lands is proposed to be redesignated to *Park*. This right-of-way is not anticipated to be constructed as a road and, in discussion with Parks, Recreation and Culture Department staff, it was identified as a desirable trail connection. Identifying this right-of-way as park for the purpose of accommodating future greenways will help create a buffer between residential and future employment uses in this area.

Lastly, the Kanaka Business Park is included under OCP Amending Bylaw No. 7299-2016 to be redesignated to *Industrial* and *Conservation* from *Suburban Residential* and *Rural Resource*. This housekeeping redesignation will bring the existing zoning into alignment with the appropriate land use designation.



Gravel Extraction

Regardless of intended land use, the *Local Government Act* dictates gravel related requirements for municipalities. Current City bylaws, as well as the proposed *Industrial Reserve* policy, satisfy and are aligned with provincial requirements. Specifically, the proposed *Industrial Reserve* policies require that gravel deposits be identified and, if available, be removed prior to any industrial redevelopment.

Area 2: Lougheed Lands

The Area 2: Lougheed Lands present the potential for future job creation as an expansion of the already established Albion Industrial Area. Through the public consultation process, staff heard stronger support for Area 2 as a potential employment node, as it is located along a major transportation corridor which is felt to be more suitable. Recognizing the opportunity Area 2: Lougheed Lands provides for expanding an existing employment node as well as the possible synergies with the development of Kwantlen Indian Reserve #5, staff recommend redesignating the majority of the Area 2 lands to an *Industrial* (Business Park category) designation to encourage future employment opportunities. As well, staff maintain that the 7.7 ha (19 ac) area that is currently developed as residential be redesignated to *Rural Residential* in reflection of resident interests.

Historic Commercial Node Expansion

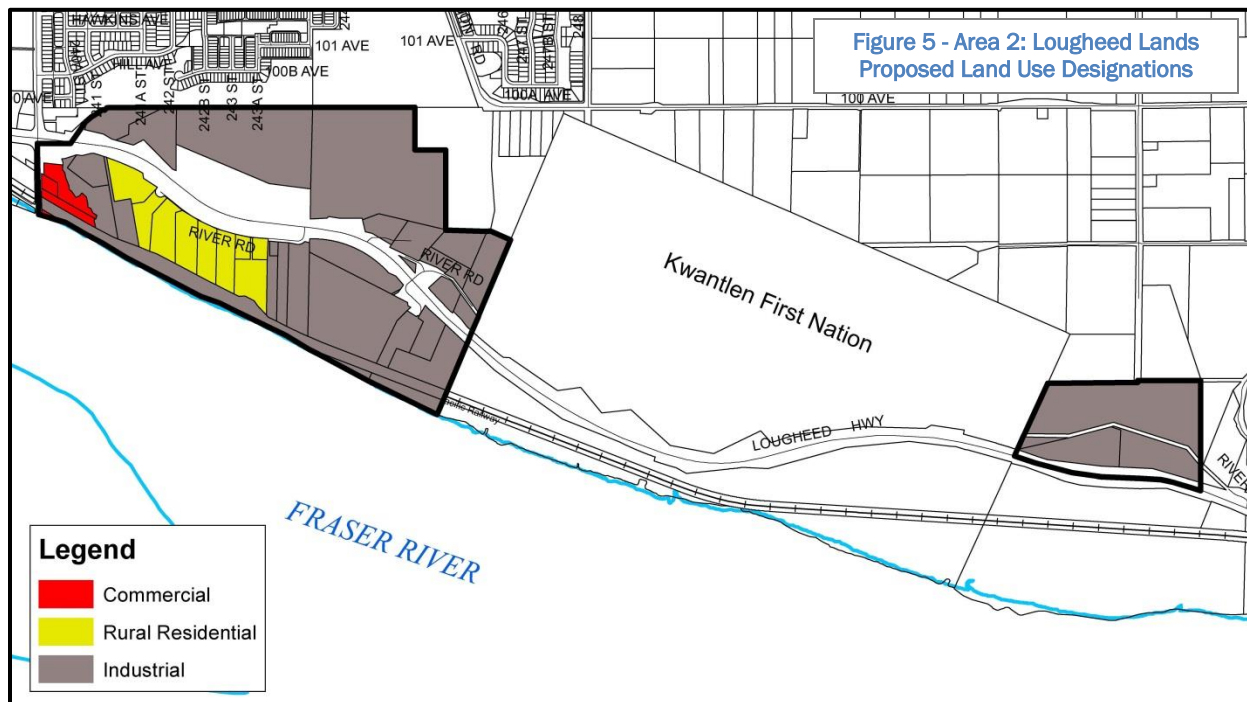
Public comments, and supported by Council discussion, raised the potential for commercial synergies around the intersection of 240th Street and Lougheed Highway. Current surrounding land uses for this area includes the Albion Growth Area to the north, a historic commercial node to the west at the corner of Lougheed Highway and 240th Street, and the Albion Industrial Area further west of 240th Street along Lougheed Highway. Reflecting on the comments from Council and the public, staff propose expanding the historic commercial node at Lougheed Highway and 240th Street to include four properties at the western edge of Area 2.

Redesignating these properties as *Commercial* provides an opportunity for the synergistic expansion of a small-scale historic commercial node and is supported by the OCP. OCP Policy 6-41 identifies Albion as a historic commercial centre, while OCP Policy 6-42 identifies the City's support for limited infill or expansion of a historic commercial center provided the proposed development is sensitive to the historic character of the centre and is compatible in use and form with the surrounding area. The proposed area is well-situated along the Fraser River, and from a use perspective the extension of the existing historic commercial node is reflective of the area's active employment past. The extension of the historic node also offers an opportunity to introduce greater public interest and awareness in the area. With attractive views, the proposed area could provide a potential public space animated by a range of service-oriented commercial and recreational opportunities.

Rural Residential

Given the public dialogue and discussion with Council, staff continue to recommend that the 7.7 ha (19 acres) of residential property located along River Road be redesignated as *Rural Residential*. This approach provides current land owners with certainty regarding their properties; namely that the established residential properties would remain residential and rural in nature.

In summary, Figure 5 on the following page illustrates the proposed land use designations that are anticipated through OCP Amending Bylaw No. 7335-2017. The full text of OCP Amending Bylaw No. 7335-2017 is available in Appendix B.



EARLY AND ONGOING CONSULTATION:

In respect of Section 475 of the *Local Government Act* for consultation during an OCP amendment, it is recommended that no additional consultation is required, noting that Council already directed the early engagement with the community and other agencies, which took place in early 2017. The Employment Lands Consultation Outcomes and Next Step Options Report, dated May 2, 2017, provides a summary of the public consultation process as well as the interdepartmental and intergovernmental referral comments.

ONGOING CORRESPONDENCE:

Since the last discussion with Council and following the conclusion of the recent community engagement process, on-going correspondence was received from interested and concerned community members and land owners about the proposed redesignation of employment lands.

Two submissions have been received by concerned land owners in the Area 1: 256th Street Lands who have reservations about the proposed redesignation to *Industrial Reserve*. One land owner is concerned over the impact to the residential neighbourhood, citing impacts from future industrial traffic as well as on-going drainage concerns. The other, a local business owner and land owner, is concerned that the changes will affect the value and opportunities available for their land, stemming from the change of land use designation for their existing *Institutional* designation. These letters are available for review in Appendix C.

Conversely staff facilitated one request for a meeting from an enthusiastic supporter of the redesignation of Area 1: 256th Street lands. Through the discussion that ensued the business owner reiterated their interest in working with the City to pursue an employment future for this area.

In addition, a land owner from the Area 2: Lougheed Lands met with staff to express their support for the future employment land use designation proposed for Area 2 although reservations were expressed should industrial development immediately take place.

INTERDEPARTMENTAL IMPLICATIONS:

Economic Development Department

The Economic Development Department supports the *Industrial Reserve* redesignation for Area 1: 256th Street Lands. Economic Development Staff are interested in conducting a further engagement process with existing business operations north of 256th to address business needs, but also to heighten the identity for the overall employment area. A similar initiative has recently been conducted for the Albion Industrial Area, and could be helpful for businesses, land owners and area residents. Economic Development Staff will bring forward for Council consideration an engagement process at a future date.

For Area 2: Lougheed Lands, the Economic Development Department supports the employment land redesignation as well as the expansion of the Albion historic commercial node. Recognizing the opportunities that this commercial node could have, Economic Development would also support strengthening this commercial node with properties to the west of 240th Street, along River Road.

Parks, Recreation and Culture

The Parks, Recreation and Culture Department evaluated the proposed redesignation of both areas to determine potential impacts on the Parks Master Plan. The Parks Master Plan identifies desired trail networks in these areas, and the development of these routes would be required at the time of redevelopment regardless of the land use designation.

Engineering Department

The Engineering Department reviewed the servicing requirements for both areas. As Area 1: 256th Street Lands is partially in the Fraser Sewerage Area, a sanitary service analysis is required to determine the capacity limit for industrial development. An assessment of the Strategic Transportation Plan and the possible access routes for Area 1 are included as part of the Engineering Department's 2017 Business Plan. Such further assessments are identified in the draft policies and criteria under the proposed *Industrial Reserve* designation for Area 1 and would provide the needed time to complete such studies prior to the permitting of any industrial redevelopment activities.

Provision of sanitary services to Area 2: Lougheed Lands is not possible without amendments by Metro Vancouver and the Greater Vancouver Sewerage and Drainage District to the Regional Containment Boundary and Fraser Sewerage Area boundaries. In the meantime, small-scale industrial development would need to be based on in-ground septic systems in this area. More significant industrial activities would require the servicing costs associated with development to be born by the developer.

INTERGOVERNMENTAL COMMENTS:

Metro Vancouver

Area 1: 256th Street Lands and Area 2: Lougheed Lands are currently designated *Industrial* and *Rural* in Metro Vancouver's Regional Growth Strategy (RGS). The *Industrial* land use designation aligns with both heavy and light industrial uses that have access to municipal water and sanitary sewer services. The *Rural* land use designation is a non-urban land use designation that allows a range of small scale low density uses, including industrial uses that do not require the provision of urban services. As a result, industrial activity can proceed within Area 1 and Area 2 without an amendment to Metro Vancouver's land use designation or the Greater Vancouver Sewerage and Drainage District's Fraser Sewerage Area boundary.

However, should a more intensive scale of industrial development take place, or an expansion of the Fraser Sewerage Area be desired in this area in the future, an amendment to the Fraser Sewerage Area boundary and Regional Growth Strategy would be required. Metro Vancouver has expressed a desire to see Area 1 and Area 2 redesignated entirely as *Industrial* under Metro 2040 even though small-scale industrial land uses are aligned with the current designations. Such a redesignation would require an amendment to the Region's Urban Containment Boundary in addition to the land use designation amendment. Metro Vancouver has expressed an interest in supporting Maple Ridge's long term vision throughout such regional processes for both areas under consideration.

Staff note that Metro Vancouver's interests are reflected in the draft policies that form the proposed *Industrial Reserve* designation proposed for Area 1. However, with Metro Vancouver's comments, staff believe there are benefits to pursuing a regional change in land use designation for Area 2 as part of this process. Further, given the proximity of Area 2 to the City's Urban Area Boundary, there are also merits to extending the Urban Area Boundary to include the westerly portion of Area 2. Such further steps will be brought forward for Council consideration following a public hearing, if held, and if the amending Bylaw No. 7335-2017 be given a third reading.

Ministry of Transportation and Infrastructure

Lougheed Highway east of 240th Street falls under the jurisdiction of the Ministry of Transportation and Infrastructure. The Ministry has indicated that a concrete barrier will divide Lougheed highway east of 240th Street in the future, which will restrict traffic movement on both sides of the highway to right-in and right-out movements.

First Nations

Representatives from the Kwantlen and Katzie First Nations have been contacted to provide comments on the proposed redesignation. Staff have met with representatives of the Kwantlen First Nation to discuss the proposed redesignations. Kwantlen First Nation representatives have expressed interest in strengthening environmental protection and remediation opportunities in the vicinity of Area 1. For Area 2, Kwantlen First Nation representatives identified the potential synergies between the Kwantlen First Nation interests' in the development of IR #5 and the City's proposed redesignation.

While comments were sought from the Katzie First Nation, no formal comments have been received at this time.

CONCLUSION:

Preparing to meet the anticipated future demand for employment generating lands within the City requires that existing land use designations be reassessed. In response to direction from Council, staff have undertaken high-level land use analyses, public consultation, interdepartmental and intergovernmental referrals and gathered additional information to assess the suitability of the needed 69-93 ha (170-230 ac) of future employment lands.

Collected information suggests that the lands under consideration are suitable for redesignation under certain circumstances. For Area 1: 256th Street Lands, the introduction of an *Industrial Reserve* designation is key to preserving land for employment purposes while also being able to appropriately plan for an employment future, including working to mitigate identified community concerns. For Area 2: Lougheed Lands, expanding the historic commercial node at the intersection of 240th and Lougheed Highway, and redesignating the residential properties along River Road as *Rural Residential*, reflects public and Council interests. The remaining net developable land would be redesignated for future employment purposes.

It is therefore recommended that first and second reading be given to Maple Ridge Official Community Plan Amending Bylaw No. 7335-2017 (Area 2: Loughheed Lands) and that second reading be given to Maple Ridge Official Community Plan Amending Bylaw No. 7299-2016 (Area 1: 256th Street Lands) and that both Bylaws be forwarded to the same Public Hearing.

“Original signed by Amanda Grochowich”

Prepared by: Amanda Grochowich, MCIP, RPP
Planner 1

“Original signed by Christine Carter”

Approved by: Christine Carter, M.PL, MCIP, RPP
Director of Planning

“Original signed by Frank Quinn”

Approved by: Frank Quinn, MBA, P. Eng
GM: Public Works & Development Services

“Original signed by E.C. Swabey”

Concurrence: E. C. Swabey
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A: Official Community Plan Amending Bylaw No. 7299-2016 (Area 1: 256th Street Lands)
Appendix B: Official Community Plan Amending Bylaw No. 7335-2017 (Area 2: Loughheed Lands)
Appendix C: Letters from the Public

**CITY OF MAPLE RIDGE
BYLAW NO. 7299-2016**

A Bylaw to amend the Official Community Plan Bylaw No. 7060-2014

WHEREAS Section 477 of the Local Government Act provides that the Council may revise the Official Community Plan;

AND WHEREAS it is deemed expedient to amend Schedule "A", "B" and "C" to the Official Community Plan;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, enacts as follows:

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7299-2016."
2. Schedule "A", Table of Contents is hereby amended as follows:

a) To add the following after 6.4.2 Business Parks:

"6.4.3 Industrial Reserve"

3. Schedule "A", Chapter 2, Growth Management sub-section 2.2 Land Use Designations is hereby amended as follows:

a) To add the following after 14. Urban Reserve and re-paginate the remaining pages of Chapter 2 in correct numerical order:

15. Industrial Reserve

The Industrial Reserve designation identifies land identified by the City for a long term industrial future.

4. Schedule "A", Chapter 6, Employment sub-section 6.4 Industrial Opportunities is hereby amended as follows:

a) To add the following after sub-section 6.4.2 Business Parks; renumber all subsequent policies and re-paginating the remaining pages of Chapter 6 in correct numerical order:

6.4.3 Industrial Reserve

Issues

- The Commercial and Industrial Strategy identifies that, in an effort to foster ongoing growth amongst the City's approximately 7,700 industry-based jobs, an additional

69-93 hectares (170-230 acres) of industrial land by 2040 would need to be redesignated.

- Identifying additional suitable employment lands is a priority for the City of Maple Ridge. The City prefers land that is relatively flat, serviceable by municipal services, and is strategically located near or accessible by a major transportation corridor.
- Gravel resources at the north end of 256th Street will need to be extracted before other employment uses may occur within the 256th Street Industrial Area.

Objective

- To preserve capacity for future employment uses, including local investment and job creation opportunities.

Policies

- 6-54 Maple Ridge will expand the 256th Street Industrial Area, generally located north of 128th and east / west of 256th Street, by retaining certain lands as Industrial Reserve in order to supply industrial lands for long term industrial uses while preserving such lands from competing uses.
- 6-55 The ongoing intensification of the lands designated Rural Resource, Industrial and Institutional in the 256th Street Industrial Area is encouraged prior to the redevelopment of lands identified as Industrial Reserve.
- 6-56 As well, prior to industrial development occurring on the Industrial Reserve designated land within the 256th Street Industrial Area, the following must have been fulfilled:
- a) A right-of-way and alignment option, potentially extending the 128th Avenue / Abernethy Way corridor or other alternative routes to the 256th Street Industrial Area, has been established to accommodate industrial traffic through the City, minimizing community and environmental impacts; and
 - b) A servicing analysis has been completed to identify any possible servicing impacts and, if required, approval of an extension to the Fraser Sewer Area by the Greater Vancouver Sewerage and Drainage District (GVS&DD) Board is achieved; and
 - c) Completion of a gravel supply assessment to identify gravel resources within the 256th Street Industrial Area; and
 - d) Council has determined that under policy 6-55 sufficient utilization of the land designated Rural Resource, Industrial and Institutional in the 256th Street Industrial Area has been achieved to warrant consideration of further industrial development.

- 6-57 Until Policy 6-56 has been satisfied, the minimum parcel size for subdivision of land designated Industrial Reserve is 4 hectares, noting that such advance subdivision is strongly discouraged unless the Issues and Objectives of Section 6.4.3 are advanced.
- 6-58 At the time when the Industrial Reserve designated lands will be considered for development, the following must have been satisfied prior to permitting industrial development:
- a) Completion of an OCP Amendment identifying the lands as 'Industrial' or 'Rural Resource' rather than 'Industrial Reserve'; and
 - b) Approval by the Metro Vancouver Board of an amended Regional Growth Strategy and Regional Context Statement identifying the lands regionally as 'Industrial' rather than 'Rural' is provided; and
 - c) Removal of identified gravel reserves, unless the subject property is identified in Figure 3 of the Official Community Plan, which identifies potential sources of gravel in the City, in which case gravel removal may take place prior to the need for the OCP Amendment outlined in 6-58(a).
- 6-59 While not a requirement of Policy 6-58, at the time when the Industrial Reserve designated land will be considered for development, the creation of a new zone that would permit general mixed employment uses may be warranted, in order to accommodate a mix of light industrial, institutional and heavy industrial zones.
- 6-60 Notwithstanding policies 6-56 and 6-58, Institutional proposals that align with existing zoning on 'Industrial Reserve' or 'Rural Resource' land, showing demonstrable benefits to the community, may be encouraged.
- 6-61 Prior to any development or industrial activities, the following must be fulfilled by the Owner or Applicant:
- a) Completion of environmental assessments to identify environmentally sensitive areas, ecosystems and the impact of development;
 - b) Completion of an agriculture impact assessment to minimize the impact of development on adjacent farm lands;
 - c) Completion of an aquifer groundwater management study; and
 - d) Completion of a noise attenuation study and plan to mitigate the impacts of development on nearby residential neighbourhoods.

4. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

Part Southwest $\frac{1}{4}$ Group 1 Lot 1 Section 25 Township Plan 12 New Westminster District Plan NWP41107

Group 1 Lot 1 Section 25 Township Plan 12 New Westminster District Plan LMP26779

Group 1 Lot 2 Section 25 Township Plan 12 New Westminster District Plan LMP26779

Part Southwest $\frac{1}{4}$ Lot 3 Section 25 Township Plan 12 New Westminster District Plan NWP70124

Part Southwest $\frac{1}{4}$ Group 1 Lot 2 Section 25 Township Plan 12 New Westminster District Plan NWP70124

Part Southwest $\frac{1}{4}$ Group 1 Lot 4 Section 25 Township Plan 12 New Westminster District Plan NWP41107

Part Southwest $\frac{1}{4}$ Group 1 Lot 1 Section 25 Township Plan 12 New Westminster District Plan NWP70124

Parcel 1 Part Southwest $\frac{1}{4}$ Reference Plan 17316 of Parcel A Reference Plan 3015 Section 25 Township Plan 12 NWD

Parcel A Part Southwest $\frac{1}{4}$ Reference Plan 3015 Excluding Parcel 1 Reference Plan 17316 Section 25 Township Plan 12 NWD

Legal Subdivision 7 Group 1 Section 25 Township Plan 12 NWD (PID 013-301-748)

Group 1 Lot A Section 26 Township Plan 12 New Westminster District Plan NWP83431

Lot 22 Section 26 Township plan 12 New Westminster District Plan LMP25391

Lot A Section 26 Township Plan 12 New Westminster District Plan BCP45610

PID 000-947-261

Lots 1-5,8-11, and 13-51 Section 25 Township 12 New Westminster District Plan BCP42202 and four adjacent park parcels

Lots 1-3 Section 25 Township Plan 12 New Westminster District Plan BCP44861

and outlined in heavy black line on Map No. 926, a copy of which is attached hereto and forms part of this Bylaw, is hereby designated as shown.

5. Schedule "C" is hereby amended for that parcel or tract of land and premises known and described as:

Part Southwest $\frac{1}{4}$ Group 1 Lot 1 Section 25 Township Plan 12 New Westminster District Plan NWP41107

Group 1 Lot 1 Section 25 Township Plan 12 New Westminster District Plan LMP26779

Group 1 Lot 2 Section 25 Township Plan 12 New Westminster District Plan LMP26779

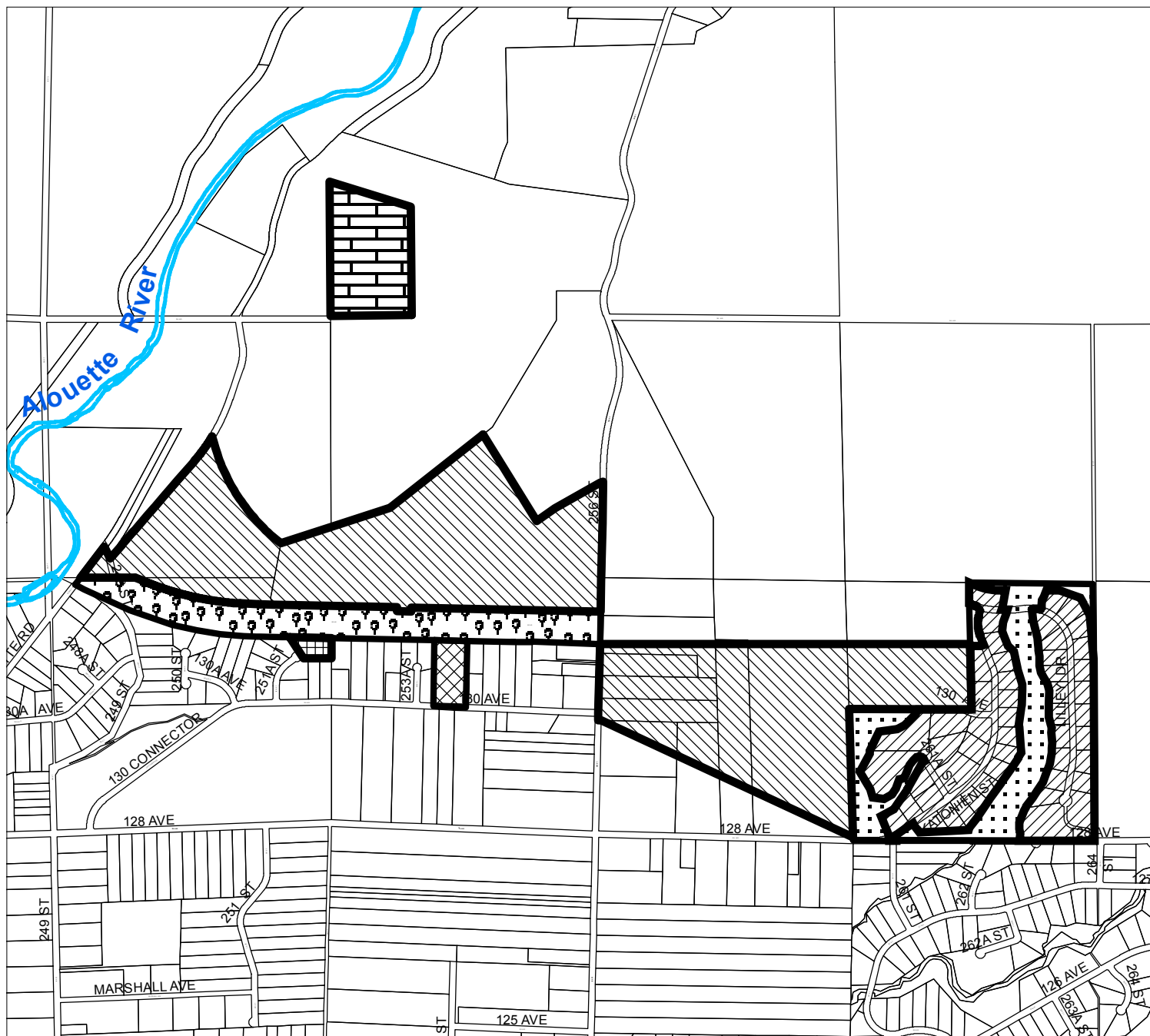
Part Southwest $\frac{1}{4}$ Lot 3 Section 25 Township Plan 12 New Westminster District Plan NWP70124

Part Southwest $\frac{1}{4}$ Group 1 Lot 2 Section 25 Township Plan 12 New Westminster District Plan NWP70124

Part Southwest $\frac{1}{4}$ Group 1 Lot 4 Section 25 Township Plan 12 New Westminster District Plan NWP41107

Part Southwest $\frac{1}{4}$ Group 1 Lot 1 Section 25 Township Plan 12 New Westminster District Plan NWP70124

Lots 1-3 Section 25 Township Plan 12 New Westminster District Plan BCP44861










MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

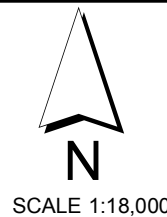
Bylaw No. 7299-2016

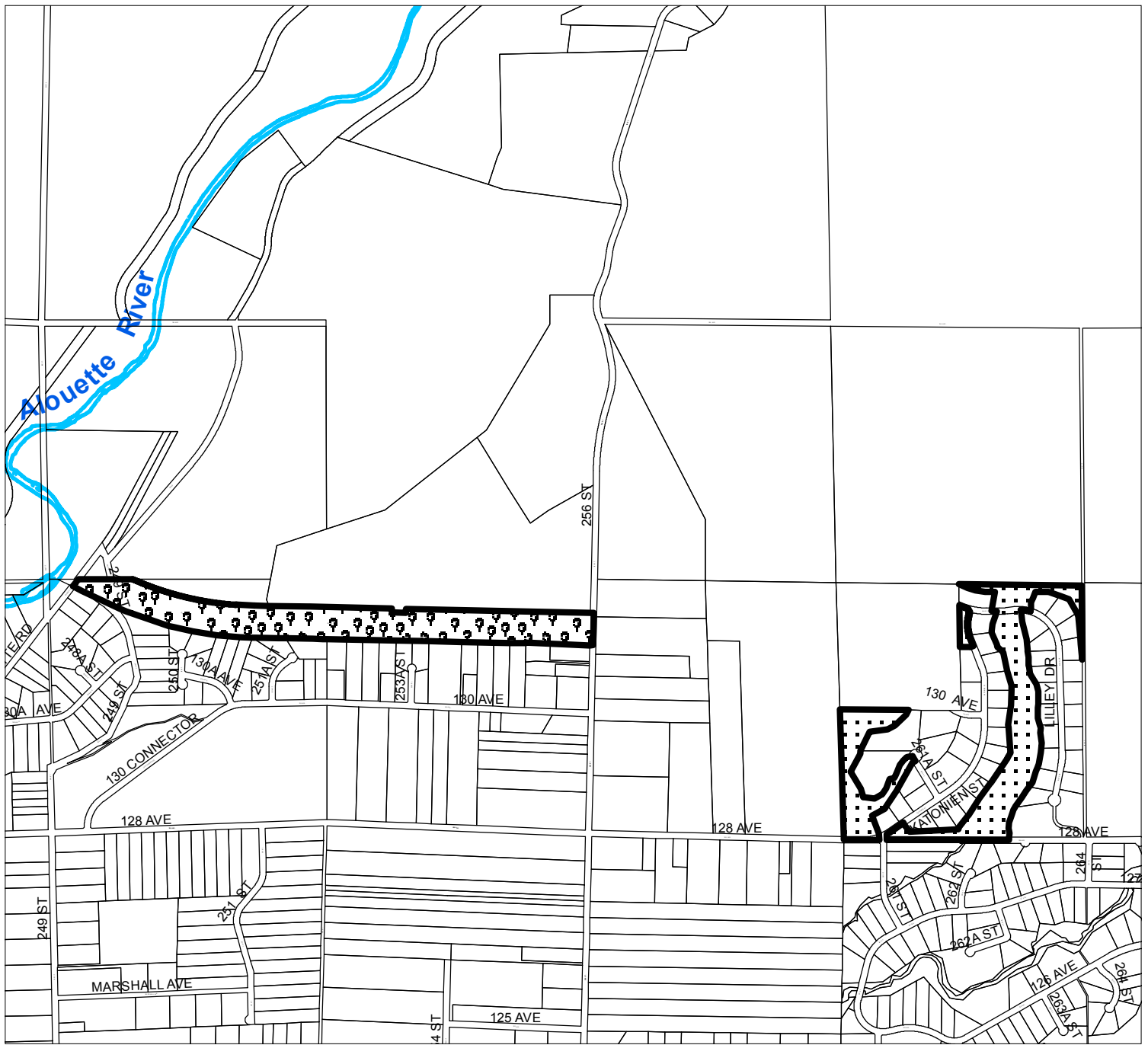
Map No. 926

Purpose: To Amend Schedule B

From: Institutional, Rural Resource, and Suburban Residential

To:	 Industrial	 Estate Suburban Residential	 Park
	 Industrial Reserve	 Suburban Residential	 Conservation
	 Rural Resource		

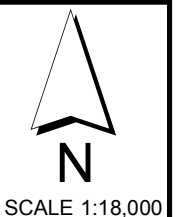




MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7299-2016
Map No. 927
Purpose: To Amend Schedule C as shown

 To Add to Park
 To Add To Conservation



**CITY OF MAPLE RIDGE
BYLAW NO. 7335-2017**

A Bylaw to amend the Official Community Plan Bylaw No. 7060-2014

WHEREAS Section 477 of the Local Government Act provides that the Council may revise the Official Community Plan;

AND WHEREAS it is deemed expedient to amend Schedule "B" to the Official Community Plan;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, enacts as follows:

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7335-2017."
2. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

Lot 1 District Lot 407 New Westminster District Plan NWP 23833 Group 1 Except Plan 71204, LMP28055 & BCP5328

Lot 1 District Lot 407 New Westminster District Plan NWP6053 Group 1 Except Plan 48367 & LMP38502

Lot 8 District Lot 407 New Westminster District Plan NWP48367 Group 1 Except Plan LMP27793

Lot A District Lot 407 New Westminster District Plan NWP22477 Group 1

Lot 1 District Lot 407 New Westminster District Plan NWP6254 Group 1

Lot 2 District Lot 407 New Westminster District Plan NWP6254 Group 1

Lot 3 District Lot 407 New Westminster District Plan NWP6254 Group 1 Except Plan 71204 & LMP6676

District Lot 407 New Westminster District Plan 11208F Parcel B Group 1

Lot 1 District Lot 409 New Westminster District Plan NWP12820 Group 1 Except Plan LMP4241

Lot 2 District Lot 409 New Westminster District Plan NWP12920 Group 1 Except Plan LMP4770

Lot 3 District Lot 409 New Westminster District Plan NWP12820 Group 1 Except Plan LMP4241

Lot 3 Except Plan LMP4241 (EP12245) District Lot 409 New Westminster District Plan NWP11584 Parcel A Group 1 Portion

District Lot 409 New Westminster District Group 1 Portion W 60.5 AC Except Plan 908, 4697, 5016, 11584 & 29062

Lot 1 District Lot 409 New Westminster District Plan NWP12328 Group 1 Except Plan 85847

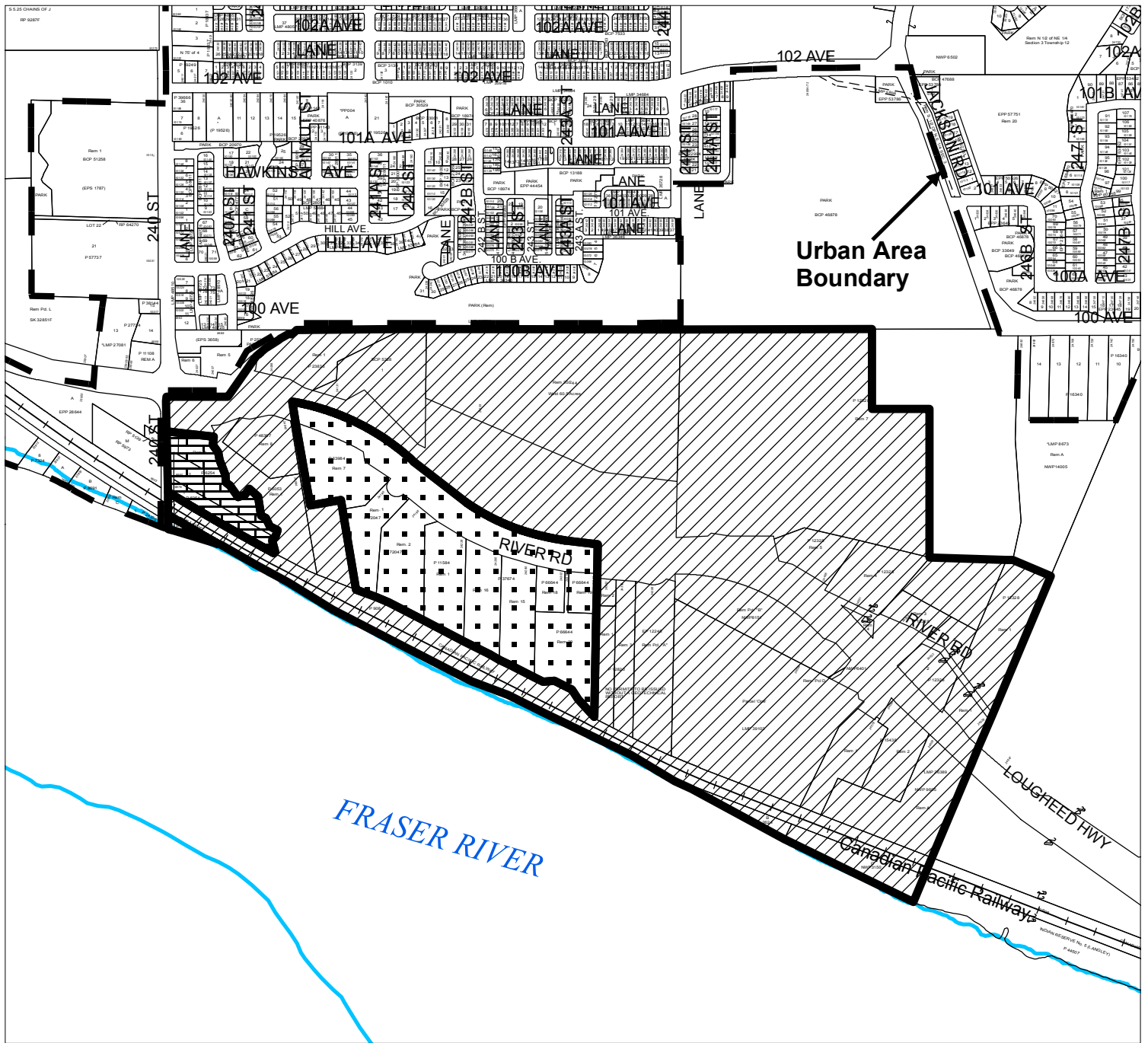
Lot 2 District Lot 409 New Westminster District Plan NWP12328 Group 1 Except Plan HWY GAZ PL8131

Lot 3 District Lot 409 New Westminster District Plan NWP12328 Group 1 Except Plan HWY GAZETTED 341284 & LMP29047

Lot 4 District Lot 409 New Westminster District Plan NWP12328 Group 1 EXC PART 642 SQUARE METERS ON SRW PLAN LMP39422 & EXC PART 685.6 SQUARE METERS ON SRW PLAN EPP7181 (HWY GAZ 348109)

[illegible]

CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7335-2017

Map No. 946

Purpose: To Amend Schedule B

From: Suburban Residential

To:  Rural Residential

 Commercial

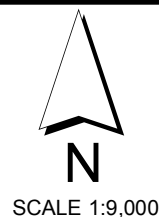
 Industrial



— — Urban Area Boundary



SCALE 1:9,000



Amanda Grochowich

From:
Sent: Thursday, May 18, 2017 11:59 AM
To: Employment Lands
Cc: City of Maple Ridge Enquiries
Subject: RE: Employment Land Redesignation Project Update

Thanks for this update Amanda. I attended the May 2nd Workshop when this was brought forward to Council. I also attended the Open House. As a resident that will be directly affected by this OCP change, I along with many others that I talked with at the Open House remain very concerned about the impact this designation change will have. The workshop presentation didn't bring forward the concerns expressed by the people at the Open House. It was like the Open House didn't happen and no one gave their opinion. Here again are some of the concerns expressed in point form. It would be good if these and others could be considered by Maple Ridge.

- We purchased our home on the strength of the OCP exhibiting neighbouring properties with Estate Residential, Suburban Residential and Institutional designations. A change to 'Industrial Reserve' is a dramatic shift and will have a negative impact on market value.
- We are already impacted by noise from the Operating Engineer's site north of these 'Employment Lands'. We're okay with that as it was there before we were. HOWEVER, transitioning to resource removal (gravel pits) and then 'Industrial' does not bode well for the future enjoyment of our home. It's not what we bought into.
- Our properties currently deal with tremendous water movement off the hillside and that seems to be increasing as Industrial development occurs up the 256th Street corridor. Thousands of dollars have been spent on extraordinary drainage measures to keep water out of our crawlspace that is coming down the hill. I am GREATLY concerned that impending changes will increase the difficulty we currently face.

I could nickel and dime the many other issues that were brought up at the Open House that were not presented at the Workshop on May 2nd. It would be good if Maple Ridge could give some serious thought to the impacts these drastic OCP changes will have on residents. There is great potential for a 'win-win' outcome here, but only if residents voices are heard, rather than run over.

Sincerely,

From: Employment Lands [mailto:employmentlands@mapleridge.ca]
Sent: Thursday, May 18, 2017 10:00 AM
To: Undisclosed recipients:
Subject: Employment Land Redesignation Project Update

Hello,

In the effort to keep everyone up to date, Staff brought forward the Employment Lands Consultation Outcomes and Next Step Options Report for Council consideration on May 2, 2017. The May 2, 2017 Report summarized the outcomes of the public consultation process, as well as the interdepartmental and intergovernmental referral comments and sought direction relating to the next steps in the Employment Lands redesignation process. The Report ([with](#) and [without](#) appendices) and PowerPoint Presentation are available on the [project webpage](#). Council meeting agenda and minutes will be available [here](#) and the on demand video of the May 2, 2017 Council Workshop meeting is available [here](#).

The meeting minutes will capture the directions provided by Council. However, for the details of the conversation with Council it is best to watch the recording of the meeting or contact City staff. In brief, Council moved forward with the following resolutions:

- Area 1: 256th Street Lands – for Staff to revise and move forward with OCP Amending Bylaw No. 7299 – 2016 to designate Area 1 as *Industrial Reserve* and to develop policies with criteria that would establish requirements for future development.
- Area 2: Lougheed Lands – for Staff to move forward with the preparation of an OCP Amending Bylaw for Area 2 that would incorporate the *Industrial* and *Rural Residential* designation as outlined in the May 2, 2017 Report.

At the present time, staff anticipate returning to Council with these amending bylaws this summer. Once the meeting date has been set, an email will be provided notifying everyone of the meeting.

As the project evolves, future updates will be provided online as well as via e-mail. You are receiving this email because you indicated to us that you are interested in Employment Land Redesignation project updates. Should you wish to be removed from the Employment Land Redesignation Mailing List, please let us know.

Thank you,

Amanda Grochowich
Planner 1



City of Maple Ridge
11995 Haney Place, Maple Ridge, BC V2X 6A9
Tel: 604-467-7493 Fax: 604-466-4327
[Web](#) [Facebook](#) [Twitter](#) [YouTube](#)

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JUN - 8 2017
MAPLE RIDGE
PLANNING DEPARTMENT

677560 BC LTD
Unit 210, 12899 – 80th Avenue
Surrey, BC V3W 0E6
Tel: (604) 599-0506 Fax: (604) 599-0556

June 08, 2017

City of Maple Ridge
11995 Haney Place
Maple Ridge, BC
V2X 6A9

Attn: Brent Elliot

Dear Mr. Elliot:

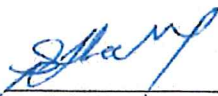
RE: Commercial & Industrial Strategy Implementation – Employment Land Redesignation
Our property address: 13655 – 256 Street; 24800 Aloutte Road

This in regards to the Employment Land Redesignation Project Update.

We previously wrote a letter in regards to our opposition to the proposed changes affecting our property. Our property is currently designated for Institutional, Industrial Reserve and Suburban Residential. We oppose the current changes being proposed by council as our Institutional usage is being removed. When we purchased this property, in order to get the zoning in place, the District of Maple Ridge was given lands by the Province of BC. It is our opinion that the change will affect the value of our property and will limit the opportunities to develop the property. This will lead to job losses in the immediate vicinity contrary to council's position in preserving industrial employment goals. We further believe that leaving the decisions of the zoning as per the requirements of private development applications would lead to better and a more varied job atmosphere rather than restricting employment to only one industry. There have been a lot of changes to the industry in the past ten years and the District of Maple Ridge should consider employment opportunities from other land usages.

We are willing to hold a further meeting with the District of Maple Ridge's representatives to discuss our position in regards to the proposed changes. Any further questions can be directed to Joe Dhaliwal at _____ or via email at joe@mainlanddevelopments.com.

Yours truly,



Joe Dhaliwal