

ATTACHMENT 3 – REZONING PREREQUISITES

REZ #25-02 Portion of 7000 Lougheed Highway

The following are to be established as prerequisites to the final adoption of the Rezoning Bylaw for REZ #25-02.

Site Specific Rezonings

1. **Suitable Plan of Development**
The submission of a Suitable Plan of Development.

2. **Required Plans and Studies**
The submission of the following plans and studies acceptable to the City:
 - a) Construction Management and Access Plan;
 - b) Fire Access Plan;
 - c) Solid Waste and Recycling Plan;
 - d) Loading Management Plan;
 - e) Traffic Impact Analysis Report;
 - f) Public Art Plan or cash in lieu;
 - g) Geotechnical and Groundwater Study;
 - h) Storm and Ground Water Management Plan;
 - i) Offsite Civil Engineering Design;
 - j) Acoustic Study;
 - k) Arborist Report and Tree Survey with a Tree Retention Plan; and
 - l) A Site Remediation Plan in accordance with the AIP and master plan site remediation covenant;
 - m) Sketch plans for all perimeter dedications to be required in future phases; and,
 - n) Any other applicable plans.

3. **Engineering**
Provision of standard requirements to service the proposed development as determined by the General Manager of Engineering, including the execution and delivery of a Servicing Agreement in respect of all services necessary to serve the site, including but not limited to:
 - a) any required storm sewer, sanitary sewer, and water main upgrades, including the water main upgrade in the future east-west road right of way;
 - b) Construction of the new east-west street across the development frontage to its final local road standard with separated sidewalks, cycles facilities, street trees, rain gardens, and street and pedestrian lighting;
 - c) Construction of the new north-south street across the development frontage to its final local road standard with separated sidewalks, cycle facilities, street trees, rain gardens, and street and pedestrian lighting;
 - d) Construction of Greenwood Street across the development frontage to its final local collector standard with separated sidewalks, cycles facilities,

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- street trees, rain gardens, street and pedestrian lighting, and new north-south road intersection; and
- e) Any required easements, statutory rights-of-way, or other legal instruments to facilitate servicing requirements.

All services are to be designed to City standards and constructed in accordance with the City-approved engineering design. Completion of all services required under the Servicing Agreement is a condition for the issuance of an occupancy permit for the development. A copy of either the developer's or the contractor's Certificate of Insurance is to be submitted to the Planning and Development Department.

4. **Subdivision**

A submission for registration in the Land Title Office of a subdivision plan to create the two subject development parcels, two lots for the future east-west road, two remainder lots, and all required road dedications.

5. **Road Dedications / Road Closure**

A dedication along Greenwood Street is required. The area of the dedication is to be confirmed prior to Third Reading.

6. **Statutory Rights-of-Way, Easements, Covenants and Agreements**

The submission for registration in the Land Title Office of the following legal instruments with security, where necessary (as shown in Attachment 1: Sketch #3):

- a) Lots G and H - Section 219 Covenant ensuring compliance with the approved acoustical study;
- b) Lots G and H - Section 219 Covenant guaranteeing the provision and ongoing maintenance of storm and ground water management facilities;
- c) Lots G and H - Section 219 Covenant guaranteeing the provision and ongoing maintenance of public art, and if required, a Statutory Right of Way guaranteeing public access to, and use and enjoyment of, the public art; or Section 219 Covenant to ensure payment of cash-in-lieu contribution for public art prior to Building Permit issuance;
- d) Lots G and H - Section 219 Covenant to ensure the provision of Transportation Demand Management measures, and, if applicable, a Statutory Right of Way to secure public access to the car share parking space(s) on the development site;
- e) Lots G and H - Section 219 Covenant ensuring that the site is constructed and used in accordance with the approved geotechnical study;
- g) Lots G and H - Section 219 Covenants Restricting the issuance of Occupancy until the developer has entered into Housing Agreement, Bylaw and Covenant with the City in accordance with the Rental Use Zoning Bylaw

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(RUZP); enters into a covenant ensuring that the non-market rental units receive Occupancy Permit prior to or concurrently with the issuance of an Occupancy Permit for any of the market units located on Phase 1(b); and, enters into a covenant to restrict the stratification of the non-market rental units.

- h) Lots E, L and K – Section 219 Covenant and Section 218 Statutory right of way to accommodate the watermain extending from the future north/south road “Cranberry Ave” through the future Collister Drive, to Bainbridge Avenue
- i) Lots G, H, I, K, L – Section 219 Covenant to ensure Lots I, K and L, which are future road dedications, are remediated in accordance with the accepted site-specific remediation plan and the Ministry of Environment Approval in Principal letter and ensure that the top layer of soil a minimum of 5 m in depth meets the numerical soil standards for industrial land use set out in the *Contaminated Sites Regulation*; and to restrict Occupancy on the first Building within Phase 1b (Lots G and H) until a Certificate of Compliance is issued in respect of Lots I and L in accordance with the registered Master Remediation Covenant and site-specific remediation plan.
- j) Lots G and H – Site Specific Section 219 Covenant to ensure the sites are remediated in accordance with the accepted site-specific remediation plan and the Ministry of Environment Approval in Principal letter; and to restrict Occupancy of the first Building with Phase 1b until a Certificate of Compliance is issued in accordance with the registered Master Remediation Covenant and the site-specific remediation plan;
- k) Lot H – Section 219 Covenant and Section 218 Statutory Right of Way to secure public access to and maintenance by the owner of the north/south public pedestrian pathway (owner constructed/owner maintained). This pathway is to connect pedestrians from Greenwood Street to the Serpentine pathway/right of way, and extends over the outdoor amenity area of Building G on Lot H.
- l) Lots G and H – Section 219 Covenant and Section 218 Statutory Right of Way to secure public access to the Serpentine pathway (owner constructed/owner maintained), which is a neighbourhood park-like amenity to be included in a future Master Plan Amenity Covenant that details cost allocation and maintenance requirements for the developments on the Master Plan site. This agreement is to include replacement agreement terms which will require the developer, prior to Occupancy, to enter into a replacement agreement with the City, which is to include a certified statutory right of way plan.
- m) Lot J - Section 219 Covenant and Section 218 Statutory Right of Way to secure public access to an owner constructed/City maintained temporary cul-de-sac on the east-west road;

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- n) Lots K, I and L - Section 219 Covenant, Section 218 Statutory Right of Way and option to purchase to secure the dedication of these lots for the future east-west road;
- o) Rem Lot 1 and Lot J - Section 219 Covenant restricting further subdivision, PPA/DP/BP issuance on Rem Lot 1 and Lot J until all required road dedications along the Lougheed Highway and Bainbridge Avenue frontages and/or an Covenant/Statutory Right of Way/Option to Purchase over parcels created in respect of the road dedication areas are granted in favour of the City; the owner has satisfied all necessary Engineering servicing requirements in accordance with the Master Conceptual Engineering Servicing Plan, including entering into one or more Servicing Agreements; and any necessary remediation requirements for Lot K have been satisfied.
- p) Rem Lot 1, Lot J and Lot C - Replacement Master Density Allocation Covenant to reflect the density utilized in the subject Phase 1b development and the density remaining for the balance of the Master Plan site.
- q) Lots G and H – Density Allocation Covenant identifying the density allocated to each parcel.
- r) Lots G, H, J, Rem Lot 1 - Restricting Occupancy Permit until the developer has entered into the following easement agreements:
 - Easements and Section 219 Covenant in respect of access to and the use of any on-site shared amenities, parking, and pedestrian/vehicular access areas’,
 - Reciprocal access easement agreements and Section 219 Covenant to secure reciprocal vehicular and pedestrian access to and between surface driveways, the common underground parkade and surface level loading and solid waste and recycling storage and staging areas between the properties; and
 - A legal agreement addressing maintenance, repairs and cost allocations between the lots
- s) Easement and Section 219 Covenant to address road frontage requirements for Lots G, H, J and L; and, to address vehicular access between the Lots is to be prepared by the developer’s solicitor
- t) Replacement Agreements for all Master Plan Covenants that include a schedule or reference to phasing, in order to reflect the new phasing plan and to move any requirements of the Master Plan’s original Phase 2 to this newly proposed Phase 1B, including restricting BP of any Building on Lot G or H until the developer causes TELUS to remediate the Affected Park Land (i.e., Burnaby Lake Regional Park) and obtain CoCs for the Affected Park Land.

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4. **Housing Agreement and Housing Agreement Bylaw**

Adoption of a Housing Agreement Bylaw and the execution and delivery of a Housing Agreement and Housing Covenant setting out the terms and conditions regarding the occupancy of the non-market housing units required to be constructed as part of the development in accordance with the RUZP, including terms and conditions with respect to unit mix, the rents that may be charged and the tenant eligibility criteria for specified categories of the non-market housing units, or alternatively, the registration of a Section 219 Covenant restricting occupancy of the development site subject to the adoption of a Housing Agreement Bylaw and execution and delivery of a Housing Agreement and Housing Covenant as noted above.

5. **Site Disclosure**

Approval in Principle has been received for the entire Master Plan site. A site-specific remediation plan is to be established in accordance with the AIP and the master site remediation covenant.

6. **Indemnification Agreement**

If required, the execution and delivery of an Indemnification Agreement by the registered owner, and, if applicable, the beneficial owner, and if required by the City, the parent company of the registered owner and beneficial owner (collectively, the “Indemnifier”), pursuant to which the Indemnifier indemnifies the City in respect of all claims and expenses arising from:

- a. any geotechnical and hydrological (including any potential contaminated groundwater and/or any groundwater concerns) impacts caused by the design and construction of the development on neighbouring properties and developments, or other infrastructure, including City infrastructure, surrounding the development site, including impacts arising from settlement or basal heave of the soils on the development site; and
- b. contaminants migrating or which have migrated from the development lands onto road dedications, or from the development lands through road dedications onto any neighbouring properties or into the environment.

7. **Additional Requirements**

Additional requirements as determined by the City, in its discretion, as part of the