

TERMS OF INSTRUMENT – PART 2

Development Agreement

(Section 219 *Land Title Act*)

THIS AGREEMENT is dated for reference the 5th day of July, 2024 (the “**Reference Date**”)

WESGROUP CORONATION PARK INVESTMENTS LTD., Inc. No. BC1218112
Suite 2000 – 595 Burrard Street
Vancouver, BC V6C 0E4

(the “**Developer**”)

AND:

CITY OF PORT MOODY
100 Newport Drive
Port Moody, BC V3H 3E1

(the “**City**”)

WHEREAS:

- A. The Developer is the registered owner of the Lands as hereinafter defined;
- B. The Developer intends to acquire from the City, pursuant to a separate agreement, all those municipal roads shown on Schedule A (the “**City Roads**”) and to consolidate the Lands and the City Roads;
- C. The Lands are intended to be included in the rezoning contemplated in the Rezoning Bylaw and are the subject matter of this Agreement;
- D. The Developer wishes to rezone the Lands and the City Roads and to develop them in Phases substantially as provided for herein, and the City wishes to establish conditions to the development of the Lands and the City Roads, which conditions are not exhaustive of what may be required as development progresses;
- E. Such development is in accordance with the future plans of the City but is presently premature as a portion of the municipal works and services required to be installed by the Developer to serve the proposed development of the Lands may provide access to or serve land other than the Lands and thus may be eligible for a contribution toward the cost of such works and services from the City or from the owners of other lands who may connect to or use those works and services; however the City does not have sufficient funds, either on hand or anticipated from

development cost charges, to make a contribution toward the cost of those works and services, nor does the City at this time have a system in place to levy latecomer charges against the owners of other lands who may connect to or use those works and services;

- F. The Developer has agreed to install certain works and services which are necessary to serve the proposed development of the Lands and, except as otherwise expressly set out in any agreement between the Developer and the City, none of the works contemplated by this Agreement shall be construed to be “excess or extended services” as defined by Section 507 of the *Local Government Act*;
- G. This Agreement can be amended by mutual agreement between the City and the Developer; and
- H. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality or the Crown.

NOW THEREFORE THIS AGREEMENT WITNESS that, in consideration of Ten Dollars (\$10.00), the mutual covenants, promises and agreements of the Parties as hereinafter set out and other good and valuable consideration provided by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually covenant and agree as follows:

PART A: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

In this Agreement, including the recitals, unless there is something in the subject matter or context inconsistent therewith or the Parties otherwise agree, the following terms shall have the meanings ascribed to them:

- (a) **“Agreement”** means this agreement as it may be amended in writing by the Parties at any time and from time to time, and includes any schedules attached hereto;
- (b) **“Applicable Laws”** means any law, bylaw, statute, ordinance, order, regulation, policy or permit enacted, adopted, promulgated or issued by any federal, provincial, municipal or other local governmental authority and applicable to the ownership, development, occupation or use of the Lands, any other lands contemplated under this Agreement, or any portion thereof;
- (c) **“Approved Extra Overpass Costs”** means any Overpass Costs in excess of the final design and cost estimate approved by the City pursuant to section 5.1(c) that were consented to by the City pursuant to section 5.1(d)(ii);

- (d) **“Approving Officer”** means the person designated by Council as the approving officer for the City pursuant to the *Land Title Act*;
- (e) **“BCICAC”** means the B.C. International Commercial Arbitration Centre;
- (f) **“BCPI”** means the Building Construction Price Index, as published by Statistics Canada from time to time;
- (g) **“Building Permit”** means a permit issued pursuant to the City’s Building Bylaw, permitting or authorizing work regulated by that bylaw;
- (h) **“City Engineer”** means the General Manager, Engineering & Operations of the City of Port Moody and his or her delegates;
- (i) **“City Overpass Funding Decision”** has the meaning given to it in section 5.1(c);
- (j) **“City Personnel”** means any and all of the elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the City, including the City’s Approving Officer;
- (k) **“City Roads”** has the meaning given to it in Recital B;
- (l) **“Civic Facility”** has the meaning given to it in section 6.1(a);
- (m) **“Community Amenity Contribution”** has the meaning given to it in section 9.1;
- (n) **“Completion”** means completion of construction and installation of the subject works as evidenced by a certificate of substantial completion issued by the Developer’s Registered Professional and accepted by the City Engineer, and **“Complete”** or **“Completed”** have a corresponding meaning;
- (o) **“Council”** means the Council for the City;
- (p) **“CPI”** means the Consumer Price Index for Vancouver, British Columbia all items (not seasonally adjusted), as published by Statistics Canada from time to time in, provided that if such index is no longer published, the most similar remaining Consumer Price Index for consumer prices that includes the Vancouver area will be used instead;
- (q) **“Design Guidelines”** means the Coronation Park Design Guidelines, dated June 26, 2024, prepared by the Developer and approved by the City that define the form and character of the development of the Lands;
- (r) **“Developer’s Civic Facility Contribution”** means One Million Seven Hundred Thousand Dollars (\$1,700,000), as adjusted by CPI in accordance with section 1.5;

- (s) **“Developer Overpass Contribution”** has the meaning set out in section 5.1(b);
- (t) **“Development Permit”** means a development permit as defined in the *Local Government Act* issued by the City pursuant to the Official Community Plan;
- (u) **“Dispute Resolution Process”** has the meaning set out in section 17.1;
- (v) **“Dwelling Unit”** has the meaning given to it in the Zoning Bylaw;
- (w) **“Event of Force Majeure”** means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, quarantine restrictions that are not in effect as of the date of this Agreement, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued as a result of an act or omission of the Developer, or anyone employed or retained by the Developer), freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Developer's lack of funds or financial condition;
- (x) **“Floor Area”** has the meaning given to it in the Zoning Bylaw;
- (y) **“Intersection Improvements”** has the meaning given to it in section 5.2(a);
- (z) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (aa) **“Lands”** means those lands situate in the City of Port Moody, in the Province of British Columbia, more particularly described in Item 2 of the attached General Instrument – Part 1, but shall include the City Roads following the consolidation of the Lands and the City Roads and their subdivision in accordance with section 3.1;
- (bb) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c. 1, and all amendments thereto and re-enactments thereof;
- (cc) **“Losses”** means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays), including: any and all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workers' compensation, unemployment insurance, Federal or

Provincial tax, check-off or encroachments owing to mistakes in survey, as a result of work undertaken by or on behalf of the Developer;

- (dd) **“LTO”** means the land title office for the jurisdiction in which the Lands are situate;
- (ee) **“Occupancy Permit”** means a final inspection notice or occupancy certificate issued pursuant to the City’s Building Bylaw, permitting or authorizing occupancy of a building;
- (ff) **“Official Community Plan”** means the City of Port Moody Official Community Plan Bylaw, 2014 No. 2955, as amended or superseded from time to time;
- (gg) **“Overpass”** has the meaning given to it in section 5.1(a);
- (hh) **“Overpass Costs”** means the costs incurred by the Developer for the design, construction and installation of the Overpass after the date of this Agreement and includes the Approved Extra Overpass Costs and the Unapproved Extra Overpass Costs;
- (ii) **“Park Improvements”** means those park improvements to be constructed within the Park Land, generally in accordance with the Park Plan;
- (jj) **“Park Land”** means those lands generally as outlined on the Park Plan;
- (kk) **“Park Plan”** means the plan showing the Park Improvements and the Park Land that is attached as Schedule B-1 to this Agreement;
- (ll) **“Path and Open Space Improvements”** means those publicly accessible improvements located on the Lands (and, for clarity, to remain privately owned, but subject to the statutory right of way referred to in section 6.2(d)), generally as shown on the Path and Open Space Plan;
- (mm) **“Path and Open Space Plan”** means the plan showing the Path and Open Space Improvements for the Lands that is attached as Schedule C to this Agreement;
- (nn) **“Parties”** means the Developer and the City and **“Party”** means either of them;
- (oo) **“Phase”** or **“Phases”** means the division of the Lands into portions for development over time, generally as shown on the Phasing Plan;
- (pp) **“Phasing Plan”** means the phasing plan that is attached as Schedule D to this Agreement;
- (qq) **“Professional Engineer”** means a person who is registered or licensed as a Professional Engineer with the Association of Professional Engineers and

Geoscientists of the Province of British Columbia, or any successor governing body;

- (rr) **“Public Art Plan”** means the public art plan prepared for the Developer in respect of the Lands, a copy of which is attached as Schedule H to this Agreement;
- (ss) **“Public Art Requirement”** has the meaning set out in section 6.4(a);
- (tt) **“Registered Professional”** means:
 - (i) a person who is registered or licensed to practice as an architect by the Architectural Institute of British Columbia, or any successor governing body; or
 - (ii) a Professional Engineer;
- (uu) **“Reimbursable Overpass Costs”** has the meaning set out in section 5.1(g);
- (vv) **“Residential”** has the meaning given to it in the Zoning Bylaw;
- (ww) **“Rezoning Bylaw”** means City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 79, 2023, No. 3407 (Coronation Park) (CD89), being a bylaw to amend the Zoning Bylaw in respect of the Lands to permit the development of the Lands as generally contemplated in this Agreement;
- (xx) **“Subdivision Bylaw”** means City of Port Moody Subdivision & Development Servicing Bylaw, 2003 No. 2831, as amended or superseded from time to time;
- (yy) **“Subdivision Conditions”** has the meaning set out in section 3.1;
- (zz) **“Unapproved Extra Overpass Costs”** means any Overpass Costs in excess of the final design and cost estimate approved by the City pursuant to section 5.1(c) that were not consented to by the City pursuant to section 5.1(d)(ii); and
- (aaa) **“Zoning Bylaw”** means City of Port Moody Zoning Bylaw, 2018 No. 2937, as amended or superseded from time to time.

1.2 **Interpretation.** In this Agreement:

- (a) whenever the singular or masculine is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate or politic, as the context may require;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) unless expressly stated otherwise:
 - (i) all references to a statute or regulation refer to the statute or regulation of the Province of British Columbia with that title, as such statute or regulation may be amended or replaced from time to time; and
 - (ii) all reference to bylaws and policies refers to the bylaws and policies of the City with that title, as amended or replaced from time to time;
- (d) reference to a Building followed by a number shall mean the building identified with that number on Schedule D;
- (e) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on 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, re-enacted or replaced, unless otherwise expressly provided;
- (h) 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 and any schedules to this Agreement form part of this agreement;
- (i) reference to a “Party” is a reference to a party to this agreement and to their respective heirs, executors, administrators, successors, assigns, trustees, receivers, agents, officials, employees and invitees, where the context requires or allows;
- (j) all dollar amounts referenced in this Agreement are Canadian dollars;
- (k) where the word “approval” is used in this Agreement, it shall mean “written approval”; and
- (l) where the word “including” follows any general statement, term or matter and precedes one or more specific items or matters, the specific items or matters are not intended to circumscribe the generality of the general statement, term or matter preceding the word “including”, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as “without limitation”, “but not limited to” or words of similar import) is used with reference thereto.

- 1.3 **Time of Essence.** Time is of the essence in this Agreement.
- 1.4 **Severability.** If any paragraph, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid, unlawful or unenforceable by the decision of a Court of competent jurisdiction, that paragraph, section, subsection, sentence, clause or phrase shall be considered separate and severable and the remaining paragraphs, sections, subsections, sentences, clauses or phrases, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 1.5 **CPI and BCPI.** For the purpose of calculating the amount of any adjustment for CPI or BCPI as required under this Agreement, the calculation of such adjustment will be based on the change in the annual CPI or BCPI, as the case may be, from January 1, 2024 to the date of payment of the amount to be adjusted, unless otherwise expressly set out in this Agreement.
- 1.6 **Schedules.** The following schedules are annexed to and form part of this Agreement:

Schedule A	City Roads Survey
Schedule B-1	Park Plan
Schedule B-2	Park Phasing Plan
Schedule C	Path and Open Space Plan
Schedule D	Phasing Plan
Schedule E	Overpass Design Plan
Schedule F	Intersection Improvements
Schedule G	Warm Shell Guidelines
Schedule H	Public Art Plan
Schedule I	TDM Plan
Schedule J	CAC Calculation
Schedule K	Proposed First Subdivision Plan

Where reduced copies of any plan or sketch are attached as a schedule to this Agreement, reference may be made to the full size or original copy of such plan or sketch.

PART B: PRE-CONDITIONS AND LIMITS ON SUBDIVISION AND BUILDING

2. PRE-CONDITIONS

- 2.1 If Council does not give fourth and final reading to the Rezoning Bylaw prior to December 31, 2024, unless otherwise agreed to in writing this Agreement will be considered null and void, and the City will forthwith on receipt of a written demand execute in registrable form and deliver to the Developer a discharge of this Agreement from title to the Lands. For clarity, any and all costs associated with the discharge of this Agreement will be at the sole cost and expense of the Developer.
- 2.2 If Council gives fourth and final reading to the Rezoning Bylaw prior to December 31 2024, or such other date as may be agreed to in writing, the Developer will comply with the terms of this Agreement except if prohibited or prevented from so doing by the City (including by failing to grant any approval or sign off required to enable the Developer to perform its obligations hereunder, provided that the Developer must use reasonable commercial efforts to obtain such approvals or sign offs).

3. INITIAL LIMITS ON SUBDIVISION AND BUILDING

- 3.1 The Developer covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, that the Lands will not be subdivided, and no building shall be constructed on the Lands, unless and until:
 - (a) the Lands are first consolidated with the City Roads and subdivided generally as shown on Schedule K; and
 - (b) an extension of this Agreement is filed in the LTO to make this Agreement applicable to the land that previously comprised the City Roads,
 (the “**Subdivision Conditions**”).
- 3.2 Upon completion of the Subdivision Conditions in accordance with section 3.1, the City will execute a discharge of the Section 219 covenant granted pursuant to section 3.1 from the Lands (including the portion of the Lands comprising the consolidated City Roads) provided however that:
 - (a) the City will have no obligation to execute such discharge until a written request therefor from the Developer has been received by the City, which request will include the form of discharge, in registrable form;
 - (b) the cost of preparation of such discharge and the cost of registration of same in the LTO will be paid by the Developer; and
 - (c) the City will have a reasonable time within which to execute such discharge and return the same to the Developer for registration.

- 3.3 The Developer covenants and agrees that sections 5.1 to 18.17 inclusive of this Agreement will be deemed to be included in and form part of this covenant in section 3.1 made pursuant to Section 219 of the *Land Title Act*.

PART C: PHASES and ADDITIONAL LIMITS ON SUBDIVISION AND BUILDING

4. PHASING GENERALLY

- 4.1 The Parties acknowledge and agree that it is the intent of the Developer to complete the development of the Lands in Phases, generally as shown on the Phasing Plan, and, as of the Reference Date, it is the intent of the Developer to develop the Phases sequentially, starting with Phase A. Notwithstanding the foregoing, the Developer and the City may mutually agree in writing to alter the phasing of the development of the Lands as set out in the Phasing Plan, including, without limitation, the order in which the Phases will be developed, provided that each of the works, services, improvements, amenities, agreements, covenants and contributions set out in sections 5, 6, 7, 8 and 9 of this Agreement are delivered by the Developer as part of the amended Phasing Plan.
- 4.2 The Developer covenants and agrees with the City, pursuant to Section 219 of the *Land Title Act*, that, following satisfaction of the conditions in section 3.1:
- (a) no part of the Lands or any Phase shall be consolidated or subdivided unless same is approved by the Approving Officer;
 - (b) the Lands and any portions thereof shall not be built on, occupied, consolidated or subdivided, including any subdivision pursuant to the *Strata Property Act* or the *Land Title Act*, unless and until:
 - (i) a Development Permit has been issued for such subdivision, Phase or building that satisfies all applicable requirements of the Official Community Plan and all applicable conditions of this Agreement relating to issuance of the Development Permit for that particular subdivision, Phase or building;
 - (ii) all applicable contributions and payments required by this Agreement in relation to issuance of the Development Permit, Building Permit or Occupancy Permit for that particular subdivision, Phase or building have been unconditionally delivered to the City; and
 - (iii) all further covenants, easements or statutory rights of way required by this Agreement in relation to issuance of the Development Permit for that particular subdivision, Phase or building have been executed;
 - (c) no building constructed on the Lands shall be used or occupied until all conditions of this Agreement relating to occupancy of such building have been satisfied;

- (d) the City and its Approving Officer shall not, despite any statutes or bylaws, but without limiting the application of such statutes or bylaws, be obliged to approve any subdivision or consolidation or approve any permit, including, without limitation, a Development Permit, Building Permit, or Occupancy Permit relating to any subdivision, Phase or building, unless the subdivision or consolidation or issuance of a permit is consistent with this Agreement, including, without limitation, the Phasing Plan, as may be amended in accordance with this Agreement;
 - (e) where the same requires his or her approval, the Approving Officer may, acting reasonably and in addition to any other authority he or she may have, withhold approval of any subdivision plan of all or any portion of the Lands, including any Phase, unless or until the applicable terms and conditions contained in this Agreement have been satisfied, or have been waived or postponed in writing, either generally or with respect to a particular subdivision or Phase or portion thereof; and
 - (f) the City may, acting reasonably, refuse or withhold the granting of any Development Permit for any portion of the Lands, including any Phase or portion thereof, or any Building Permit or Occupancy Permit for any building or structure within the Lands, until the applicable terms and conditions contained in this Agreement relating to that permit have been satisfied, or have been waived or postponed in writing, either generally or with respect to a particular building, subdivision or Phase or portion thereof.
- 4.3 The foregoing obligations are in addition to any and all lawful requirements relating to subdivision, Development Permits, Building Permits and Occupancy Permits pursuant to the City's bylaws and any applicable enactment.
- 4.4 The Developer covenants and agrees with the City, pursuant to Section 219 of the *Land Title Act*, that it will comply with the City's BC Energy Step Code Rezoning Applications Corporate Policy in effect as of October 3, 2023. The Developer will comply with the City's Building Bylaw then in effect in respect of any Building Permit applications with respect to the Lands.
- 4.5 For certainty, the provisions of this Section 4 are not intended to limit the Developer's obligations under Applicable Laws, including, without limitation, the lawful requirements of the City, with respect to the subdivision and development of the Lands.
- 4.6 The Developer covenants and agrees that sections 5.1 to 18.17 inclusive of this Agreement will be deemed to be included in and form part of each of the covenants in section 4 made pursuant to Section 219 of the *Land Title Act*.

PART D: DESCRIPTION OF WORKS AND SERVICES

5. INFRASTRUCTURE

5.1 Overpass.

- (a) The Developer will construct a pedestrian overpass over Ioco Road, generally in accordance with the plan shown in Schedule E (the “**Overpass**”), to the satisfaction of the City.
- (b) The Developer will be responsible for all costs associated with the design, construction and installation of the Overpass, to a maximum of Six Million Dollars (\$6,000,000), as adjusted by an average of the CPI and BCPI, as more particularly set out in section 5.1(j), (together, the “**Developer Overpass Contribution**”).
- (c) The Developer will not commence construction of the Overpass until:
 - (i) the final design and cost estimate for the Overpass, including each Party’s proportionate share of such costs, has been approved by the City and the Developer, in writing; and
 - (ii) the City has confirmed to the Developer, in writing, that the City has approved sufficient funding for that portion of the final design and cost estimate for the Overpass in excess of the Developer Overpass Contribution (the “**City Overpass Funding Decision**”).
- (d) Following the satisfaction of the conditions set out in Sections 5.1(c)(i) and (ii) above:
 - (i) neither the City nor the Developer will alter the final design for the Overpass without the express written consent of the other Party;
 - (ii) the Developer will not exceed the approved cost estimate for the Overpass without the express written consent of the City. If the Developer becomes aware that the approved cost estimate will be exceeded, the Developer will provide written notice to the City and the Parties will act reasonably and co-operatively to agree in writing to adjust the design of the Overpass or take other steps in order to resolve the cost increase;
 - (iii) the Developer will, subject to section 5.1(d)(iv) and section 5.1(d)(v), Complete the construction and installation of the Overpass, in accordance with the approved final design, prior to the occupancy of the second building in Phase C, or such other date as the Parties may agree upon in writing;
 - (iv) if, for reasons beyond the Developer’s control (including, without limitation, a delay by the City in delivering the City Overpass Funding

Decision or securing any rights to access and use adjacent lands in connection with the construction, installation and use of the Overpass as contemplated in section 5.1(i)), construction of the Overpass has not commenced on or before the date the second building in Phase C is ready for occupancy, the Parties, each acting reasonably, may agree, in writing, to either:

1. extend the date for Completion of the Overpass and modify any restrictions on subdivision, permit issuance and/or occupancy of the buildings in Phase C and any subsequent Phases, as applicable, as the Parties may agree; or
 2. abandon construction of the Overpass, in which case the Developer will either
 - a. provide other works of equal or lesser value to enhance the safe pedestrian passage across loco Road and/or Barnet Highway, as agreed upon by the City and the Developer in writing; or
 - b. if no such agreement is achieved, pay the Developer's Overpass Contribution to the City on or before the date that is three (3) months after the Occupancy Permit is issued for the second building in Phase C; and
- (v) if, for reasons beyond the Developer's control (including, without limitation, a delay by the City in delivering the City Overpass Funding Decision or securing any rights to access and use adjacent lands in connection with the construction, installation and use of the Overpass as contemplated in section 5.1(i)), construction of the Overpass has commenced but has not been Completed on or before the date the second building in Phase C is ready for occupancy, the Parties, each acting reasonably, may agree, in writing, to extend the date for Completion of the Overpass and modify any restrictions on subdivision, permit issuance and/or occupancy of the buildings in Phase C and any subsequent Phases, as applicable, as the Parties may agree.

For clarity, nothing in section 5.1(d)(iv) or section 5.1(d)(v) will relieve the Developer from the obligations or restrictions in this Agreement if the delay in commencement of construction of the Overpass or Completion of the Overpass, as the case may be, is not beyond the Developer's control.

- (e) Subject to an extension of the timeline for commencement or completion of the Overpass pursuant to section 5.1(d)(iii), section 5.1(d)(iv) or section 5.1(d)(v), the Developer acknowledges and agrees that the second

building in Phase C shall not be used or occupied until the Overpass is Completed to the satisfaction of the City. The Parties acknowledge and agree that, without limiting this section 5.1(e) or section 5.1(d)(iii), section 5.1(d)(iv), or section 5.1(d)(v), if the timeline to commence or Complete the Overpass is extended pursuant to section 5.1(d)(iv) or section 5.1(d)(v), the Developer will not be precluded from proceeding with the development of the Lands as a result of such delay (including, without limitation, proceeding with any subdivision or permit in respect of Phase C or a subsequent Phase) and the requirement to adjust the Developer Overpass Contribution in accordance with section 5.1(b) will not apply to any such period of delay.

- (f) The Developer will, at its sole expense, and notwithstanding the financial limit in section 5.1(b), remedy any defects appearing in the Overpass for a period of two (2) years following Completion of the Overpass. The Developer will not be responsible for, and the warranty in this section 5.1(f) will not apply to, defects which arise from or are caused by, either directly or indirectly, work undertaken by or on behalf of the City or by any third party. The Developer will transfer the Overpass to the City for One Dollar (\$1.00) not more than thirty (30) days after the City has fully reimbursed the Developer in accordance with section 5.1(g). The City will grant to the Developer a licence over the Overpass in order for the Developer to perform its obligations under this section 5.1(f).
- (g) The City will reimburse the Developer for the amount by which the Overpass Costs exceed the aggregate of the Developer Overpass Contribution and any Unapproved Extra Overpass Costs (the “**Reimbursable Overpass Costs**”). It is anticipated that the City will reimburse the Developer for the Reimbursable Overpass Costs incurred by the Developer based on each Party’s proportionate share of the total approved cost estimate (as contemplated in section 5.1(c)). During the design phase of the Overpass, the Developer will invoice the City at the time the Building Permit application for the Overpass is submitted and at the time the Building Permit for the Overpass is issued based on each Party’s proportionate share of the total approved cost estimate (as contemplated in section 5.1(c)) and the City will reimburse the Developer for the City’s proportionate share in accordance with each such invoice. Once construction of the Overpass has commenced, the Developer will invoice the City on a monthly basis based on each Party’s proportionate share of the total approved cost estimate (as contemplated in section 5.1(c)) and the City will reimburse the Developer for the City’s proportionate share in accordance with each such invoice. Once the Overpass Costs paid by the Developer, minus the total of the Reimbursable Overpass Costs paid to the Developer to date and any Unapproved Extra Overpass Costs, equal the Developer Overpass Contribution, the City will reimburse the Developer for all Reimbursable Overpass Costs on a monthly basis in accordance with each such invoice. The Developer will provide a detailed accounting of all costs incurred by the Developer in respect of the Reimbursable Overpass Costs together with its invoice, including, without limitation, copies of all original invoices for

materials and labour and a breakdown of whether the invoiced Reimbursable Overpass Costs incurred are in accordance with the total approved cost estimate (as contemplated in section 5.1(c)) or are Approved Extra Overpass Costs or Unapproved Extra Overpass Costs. Unless contested by the City in writing, all invoices will be due within thirty (30) days of receipt of the invoice and all required supporting documentation. The final details relating to the payment of the City's share of the Reimbursable Overpass Costs may be set out in the Section 219 Covenant contemplated in section 5.1(k) or in a separate agreement between the Parties.

- (h) The Parties acknowledge and agree that, if the Developer pays the Developer's Overpass Contribution to the City as contemplated in section 5.1(d)(iv)2.b., the City will use such funds for the construction of works to enhance the safe pedestrian passage across Ioco Road and/or Barnet Highway or other road works agreed upon by the Parties.
- (i) To the extent coordination is required with the owners of adjacent lands in connection with the design, construction and installation of the Overpass, including, without limitation, Translink or any private land owners, the Developer will be responsible for leading such coordination with adjacent owners; provided that, the City will be solely responsible for securing any rights to access and use such adjacent lands in connection with the construction, installation and use of the Overpass. For clarity, the Developer will not be responsible for any out of pocket costs incurred in order to secure rights to access and use such adjacent lands in connection with the construction, installation and use of the Overpass. The City and the Developer will use reasonable efforts to support the other Party with respect to such coordination.
- (j) For the purposes of calculating the average of the CPI and the BCPI as set out in section 5.1(b) above, the adjustment will be calculated as follows: (i) calculate the change in CPI in accordance with section 1.5; (ii) calculate the change in BCPI in accordance with section 1.5; and (iii) add the change in CPI calculated under (i) to the change in BCPI calculated under (ii) and divide the result by two. Notwithstanding the foregoing, if the BCPI is no longer published by Statistics Canada, the amount set out in section 5.1(b) will be adjusted by CPI only in accordance with section 1.5.
- (k) The final details relating to the construction and warranty obligations in respect of the Overpass and the licence referred to in section 5.1(f) shall be set out in a Section 219 Covenant to be executed prior to issuance of the Development Permit for Building 7 in Phase C, which agreement may include provisions with respect to security for the Developer's obligations thereunder and payment by the City of the Reimbursable Overpass Costs.

5.2 Roads.

- (a) The Developer will, at its sole expense, design, construct and install intersection improvements at the intersection of Balmoral Drive & Guildford Way, including a northbound left-turn lane, all in accordance with the scope of work outlined in Schedule F (the “**Intersection Improvements**”), to the satisfaction of the City;
- (b) The Developer will Complete the construction of the Intersection Improvements prior to the occupancy of Building 5 in Phase B, or such other date as the Parties may agree upon in writing;
- (c) The Developer will, at its sole expense, remedy any defects appearing in the Intersection Improvements for a period of two (2) years following their Completion. The Developer will not be responsible for and the warranty in this section 5.2(c) will not apply to defects which arise from or are caused by, either directly or indirectly, work undertaken by or on behalf of the City or by any third party. The City will grant to the Developer a licence over the Intersection Improvements in order for the Developer to perform its obligations under this section 5.2(c);
- (d) The Developer will contribute Six Hundred Forty-Eight Thousand, Eight Hundred Forty-Five Dollars (\$648,845), as adjusted by CPI in accordance with section 1.5, to the City for future road improvements at the intersection of Barnet Highway and loco Road, on or before issuance of the Development Permit for Building 5 in Phase B;
- (e) The Developer will contribute One Hundred Thousand Dollars (\$100,000), as adjusted by CPI in accordance with section 1.5, to the City for study on intersection planning and detailed design at the intersection of loco Road and Murray Street/Guildford Way, on or before the issuance of the next Development Permit for any subdivision or building in Phase A, except the subdivision contemplated in section 3.1. Notwithstanding the foregoing, the Developer may, at its option, elect to pay the amount required under this section 5.2(e) concurrently with enactment of the Rezoning Bylaw, in which case the amount required to be paid by the Developer under this section 5.2(e) will not be adjusted by CPI in accordance with section 1.5; and
- (f) The final details relating to the construction and warranty obligations in respect of the Intersection Improvements and the licence referred to in section 5.2(c) shall be set out in a Section 219 Covenant to be executed prior to issuance of the Development Permit for Phase B, which agreement may include provisions with respect to security for the Developer’s obligations thereunder.

For clarity, subject to any further written agreement of the Parties, the contributions in sections 5.2(d) and 5.2(e) are the only contributions the Developer will be required to make in respect of the intersections at Barnet Highway and loco Road

and Ioco Road and Murray Street/Guildford Way and the Developer will not be responsible for any additional costs in respect of the improvements to these intersections.

6. **PARKS, RECREATION AND PUBLIC ART**

6.1 **Civic Facility.**

- (a) The Developer will design and construct a facility, having not less than 186 m² (2,002 ft²) of Floor Area within Building 8 in Phase D, to a “warm shell” condition as outlined in Schedule G (the “**Civic Facility**”), to the satisfaction of the City. The Civic Facility shall provide community use and meeting space, including washrooms and kitchen facilities, to the satisfaction of the City. The Developer’s obligations to construct the Civic Facility do not include any parking requirements and any costs in respect of parking requirements relating to the Civic Facility will be the responsibility of the City. The design, programming and other details of the Civic Facility are to be determined by the City and the Developer prior to issuance of any Development Permit for Phase D, as more particularly set out in section 6.1(c) below.
- (b) The Developer will be responsible for all costs associated with the design, construction and installation of the Civic Facility.
- (c) The City will provide the Developer with the functional program of the Civic Facility no later than the date that is six (6) months following the date on which the Developer applies for a Development Permit for the first building in Phase C. The Developer will not commence construction of the Civic Facility until it has received a Development Permit for the building containing the Civic Facility, and will Complete the construction and installation of the Civic Facility, in accordance with the Development Permit for the building containing the Civic Facility, prior to issuance of an Occupancy Permit for Building 8 in Phase D, or such other date as the Parties may agree upon in writing.
- (d) The Developer will, at its sole expense, remedy any defects appearing in the Civic Facility for a period of two (2) years following their Completion. The Developer will not be responsible for and the warranty in this section 6.1(d) will not apply to defects which arise from or are caused by, either directly or indirectly, work undertaken by or on behalf of the City or by any third party. The City will grant to the Developer a licence over the Civic Facility in order for the Developer to perform its obligations under this section 6.1(d).
- (e) Within thirty (30) days after Completion of the Civic Facility or such other date as may be agreed upon between the Parties in writing, the Developer will:
 - (i) transfer the Civic Facility to the City for One Dollar (\$1.00); and

- (ii) grant one or more statutory rights of way to provide public access (on foot, by bicycle and by wheel chair or other mobility device) with dimensions and in a form and location acceptable to the City, acting reasonably, from all roads surrounding the Lands to the main entrance to the Civic Facility.
- (f) The Parties acknowledge and agree that it is anticipated that title to the Civic Facility will be created by way of an air space subdivision and that the Civic Facility will form part of an integrated project wherein the various components of the project will be located within distinct legal parcels and will be operated independently, except to the extent required for the purposes of the operation, maintenance and use of shared facilities, areas, systems, services and utilities. To permit the operation of the shared aspects of such project as a physically integrated structure, the City and the Developer, each acting reasonably, will enter into reciprocal easements so as to ensure, among other things, that each of the Civic Facility and the other components forming part of the project are entitled to adequate structural support, access to and use of common and/or shared facilities, areas, systems, services and utilities, which easements may contain cost sharing obligations.
- (g) Notwithstanding the foregoing provisions of this section 6.1, the City may, on or before the issuance of a Development Permit for the first building in Phase C, elect not to have the Developer construct the Civic Facility, in which case the Developer shall pay the Developer's Civic Facility Contribution to the City within six (6) months of receiving written notice of the City's election. The City may use the Developer's Civic Facility Contribution for the purposes of amenities or facilities located within the City; however, the City will give due consideration to the use of the Developer's Civic Facility Contribution for the purposes of amenities or facilities located within the Lands. Without limiting the foregoing, at the City's sole discretion, all or a portion of the Developer's Civic Facility Contribution may be used by the City to fund its contribution to the Overpass.
- (h) The final details relating to the construction and warranty obligations in respect of the Civic Facility and the licence referred to in section 6.1(d) shall be set out in a Section 219 Covenant and/or easement to be executed prior to issuance of the Development Permit for Phase D or any building in Phase D, which agreement may include provisions with respect to security for the Developer's obligations thereunder.

6.2 **Public Path and Open Space Improvements.**

- (a) The Developer will, at its sole expense, design, construct and install the Path and Open Space Improvements generally in accordance with the Path and Open Space Plan, to the satisfaction of the City. The Path and Open Space Improvements will be completed in connection with the completion

of the applicable Phase of which such Path and Open Space Improvements form a part.

- (b) The Developer acknowledges and agrees that no building in Phase D shall be used or occupied until the Path and Open Space Improvements in Phases A, B and C are completed to the satisfaction of the City, acting reasonably.
- (c) The Developer will, at its sole expense, remedy any defects appearing in the Path and Open Space Improvements for a period of two (2) years following their Completion. The Developer will not be responsible for and the warranty in this section 6.2(c) will not apply to defects which arise from or are caused by, either directly or indirectly, work undertaken by or on behalf of the City or by any third party.
- (d) The Developer will grant the City one or more statutory rights of way for public and City access to and use of the Path and Open Space Improvements, with dimensions and in a form and location acceptable to the City, acting reasonably, prior to issuance of an Occupancy Permit for any building on land on which the Path and Open Space Improvements are located, for One Dollar (\$1.00). Among other things, the statutory right of way shall require the owner of the land to maintain the Path and Open Space Improvements in reasonable condition in perpetuity and permit the City to perform such maintenance, at the cost of the owner of the land, if the owner of the land fails to properly perform such maintenance.

The final details relating to the construction and maintenance of the Path and Open Space Improvements shall be set out in a Section 219 Covenant and/or easement and/or statutory right of way for each individual building and associated development parcel contained within each Phase, which agreement may include provisions with respect to security for the Developer's obligations thereunder. The timing for execution of each such agreement will be prior to issuance of the Development Permit for the building to which such agreement relates. For example only, the agreement required for Building 1 in Phase A will be required to be executed prior to issuance of the Development Permit for Building 1 in Phase A.

6.3 **Park.**

- (a) The Developer will design, construct and install the Park Improvements to the satisfaction of the City. It is anticipated that the Park Improvements will be Completed in two phases, as more particularly outlined in Schedule B-2, unless otherwise agreed by the Parties in writing.
- (b) The Developer acknowledges and agrees that no building in Phase D shall be used or occupied until the first phase of the Park Improvements are Completed to the satisfaction of the City, and Building 9 in Phase D shall not be used or occupied until the second phase of the Park Improvements

are Completed to the satisfaction of the City, all in accordance with Schedule B-2, unless otherwise agreed by the Parties in writing.

- (c) The Developer will be responsible for all costs associated with the design, construction and installation of the Park Improvements, to a maximum of \$7,481,900, as adjusted by CPI in accordance with section 1.5. This is based on the Cost Management Report – Coronation Park Class D Estimate dated May 8, 2024 prepared by BTY Group.
- (d) The Developer will not commence construction of the Park Improvements until the final design and cost estimate has been approved by the City, in writing. Following the City's approval of the final design and cost estimate for the Park Improvements:
 - (i) neither the City nor the Developer will alter the final design for the Park Improvements without the express written consent of the other Party;
 - (ii) the Developer will not exceed the approved cost estimate for the Park Improvements without the express written consent of the City. If the Developer becomes aware that the approved cost estimate will be exceeded, the Developer will provide written notice to the City and the Parties will act reasonably and co-operatively to agree in writing to adjust the design of the Park Improvements in order to resolve the cost increase; and
 - (iii) the Developer will Complete the construction and installation of the Park Improvements in accordance with the approved final design, as may be amended in accordance with section 6.3(d)(i).
- (e) The Developer will, at its sole expense, and notwithstanding the financial limit in section 6.3(c), remedy any defects appearing in the Park Improvements for a period of two (2) years following their Completion. For clarity, where the Completion of the Park Improvements occurs in phases as contemplated in Schedule B-2, the two (2) year period referred to in this section 6.3(e) for each phase will commence upon the Completion of such phase such that there may be different warranty periods for each phase. The Developer will not be responsible for and the warranty in this section 6.3(e) will not apply to defects which arise from or are caused by, either directly or indirectly, work undertaken by or on behalf of the City or by any third party. The City will grant to the Developer a licence over the Park Land in order for the Developer to perform its obligations under this section 6.3(e).

- (f) Following Completion of the Park Improvements, the Developer will transfer the Park Improvements to the City for One Dollar (\$1.00) and, at the option of but at no cost to the City:
 - (i) transfer the Park Land to the City; or
 - (ii) dedicate the Park Land as public park, pursuant to Section 107 of the *Land Title Act*.
- (g) The City acknowledges that the Developer and/or a third party district energy utility (which may be an affiliate of the Developer) may require one or more easements or statutory rights of way over portions of the Park Land to accommodate the district energy utility infrastructure for the various developments on the Lands. The Developer acknowledges that consent of the City, acting reasonably, is required in relation to the terms and location of any such easement or statutory rights of way.
- (h) The final details relating to the construction and warranty obligations in respect of the Park Improvements and the licence referred to in section 6.3(e) shall be set out in a Section 219 Covenant and/or easement to be executed prior to issuance of the Development Permit for Phase C, which agreement may include provisions with respect to security for the Developer's obligations thereunder.

6.4 **Public Art.**

- (a) The Developer will, at its sole expense, design, construct and install public art, having a value of not less than Four Million, Eight Hundred Thousand Dollars (\$4,800,000), as adjusted by CPI in accordance with section 1.5, on the Lands in accordance with the Public Art Plan, to the satisfaction of the City (the "**Public Art Requirement**") prior to the occupancy of Building 9 in Phase D, or such other date as the Parties may agree upon in writing.
- (b) Notwithstanding section 6.4(a), the Developer may satisfy the Public Art Requirement in stages by delivering public art or paying cash or any combination of both, as agreed upon by the City and the Developer in writing for each Phase. The City and the Developer may agree, in writing, that public art is to be delivered in certain Phases and not in other Phases. Each portion of the Public Art Requirement will be delivered prior to issuance of an Occupancy Permit for the specific building or Phase to which such portion of the Public Art Requirement relates, as agreed upon by the City and the Developer in writing. Notwithstanding the foregoing, if the delivery date for the Public Art Requirement, or any portion thereof, is delayed by the City, the requirement to adjust by CPI for such delayed portion of the Public Art Requirement will not apply to any such period of delay by the City.
- (c) Following Completion of any component of public art, the City and the Developer will agree, in writing, on the value of that public art and the value

of the undelivered balance of the Public Art Requirement and the Developer will transfer that public art to the owner of the land on which the public art is located for One Dollar (\$1.00).

- (d) The final details of the public art and its maintenance and/or warranty obligations shall be set out in a Section 219 Covenant and/or easement and/or statutory right of way for the specific building or Phase to which such portion of the Public Art Requirement relates. The timing for execution of each such agreement will be prior to issuance of the Development Permit for the specific building or Phase to which such portion of the Public Art Requirement relates, or such other date as the parties may agree upon in writing. The agreement relating to the Development Permit for the final building in Phase D should also address payment of the undelivered balance of the Public Art Requirement, if any.
- (e) At the City's sole discretion, a portion of the Public Art Requirement may be satisfied by the public art components of the Overpass.

7. RENTAL HOUSING

- 7.1 **Agreed On-Site Seniors Rental Dwelling Units.** The Developer is obligated to ensure that not less than ten percent (10%) of the Dwelling Units in Building 3 in Phase B are reserved for persons age fifty five (55) or older; provided that, the Developer and the City may mutually agree in writing to deliver such seniors housing in an alternative location within the Lands, and the City will give due consideration to such alternative location. This obligation must be secured in a Housing Agreement between the Developer and the City, which shall have a term equal to the life of the building or 60 years, whichever is greater. This Housing Agreement must be executed prior to issuance of the Development Permit for Phase B.

8. TRAFFIC DEMAND MANAGEMENT (TDM) MEASURES

The Developer will, at its sole expense, implement TDM measures in accordance with the TDM plan attached as Schedule I, such TDM plan to be subject to review and revision after each Phase as agreed upon in writing by the Parties. The final details of the TDM measures for each Phase shall be set out in a Section 219 Covenant to be executed prior to issuance of the Development Permit for that Phase.

9. COMMUNITY AMENITY CONTRIBUTION

- 9.1 The Developer has voluntarily offered to pay the City the amount of Eight Million, Fifty-Eight Thousand and Ninety-Three Dollars (\$8,058,093), as adjusted by CPI in accordance with section 1.5 (the "**Community Amenity Contribution**"), to assist the City to pay the capital costs of providing, constructing, altering or expanding amenities anywhere within the City.
- 9.2 The Community Amenity Contribution shall be paid to the City at the time of issuance of each Building Permit for a building containing one or more Dwelling

Units at the rate of Six Dollars (\$6.00) per square foot (as adjusted by CPI in accordance with section 1.5) of Floor Area in the building that is zoned for any form of Residential use, as shown in Schedule J. Notwithstanding the foregoing, the Developer may elect, at its option, to pay the Community Amenity Contribution in one or more lump sum payments, in advance of the date on which it is otherwise payable.

PART E: GENERAL

10. DESIGN GUIDELINES

- 10.1 The Design Guidelines are supplemental to the Development Permit Area Guidelines that form part of the Official Community Plan.
- 10.2 The City will give due consideration to the Design Guidelines and other relevant City policies, guidelines and regulations in the course of processing all Development Permit applications made to the City.

11. COSTS, STANDARDS AND RESTRICTIONS

- 11.1 **Costs.** The cost of construction of all works and services provided for in the Subdivision Bylaw and this Agreement shall be borne by the Developer (except to the extent otherwise expressly provided herein), and shall be to the standard required by the Subdivision Bylaw and all applicable codes or enactments in effect at the applicable time and good engineering practice.
- 11.2 **Municipal Consultants.** The Parties may, from time to time, in their sole discretion, mutually agree that the City may engage one or more consultants or legal counsel to assist it with the review, inspection, assessment and consideration of a specific component of the development of the Lands, and that the Developer will reimburse the City for the reasonable cost of such specific engagement, provided that the Developer first approves the anticipated cost in writing. For clarity, the Parties acknowledge and agree that the City may, from time to time, in its sole discretion, engage one or more consultants or legal counsel to assist it with the review, inspection, assessment and consideration of any component of the development of the Lands, at the City's sole cost, without consultation with the Developer.
- 11.3 **Water Restrictions.** To the extent the Developer is required, pursuant to the terms of this Agreement or any other agreement contemplated herein, to maintain, repair or remedy defects in any works provided for in this Agreement consisting of soft landscaping and/or water features (the "**Landscaping and Water Feature Works**"), and if the Developer is prevented from performing such obligations in respect of such Landscaping and Water Feature Works as a result of water restrictions imposed by the City, Metro Vancouver or any other applicable authority, the Developer may make a written request to the City for relief from such water restrictions. If the City does not grant relief from such water restrictions, in writing, within twenty-one days of the Developer's request,

the Developer will be relieved of its obligations to maintain, repair or remedy defects to the extent that the Developer is prevented from performing those obligations in respect of such Landscaping and Water Feature Works as a result of such water restrictions.

12. SUBSEQUENT AGREEMENTS AND PERMITS

- 12.1 The works or services to be constructed or delivered pursuant to this Agreement will be the subject of one or more servicing agreements between the Parties, which may be registered in the LTO as Section 219 Covenants. The security to be provided for construction of such works or services will be in the form and amount determined by the City or its designate in its or their sole discretion, as specified in the servicing agreement applicable to those works or services.
- 12.2 This Agreement contemplates the Developer entering into further covenants, statutory rights of way, easements or other agreements with the City, and obtaining Development Permits, as the development of the Lands advances. In the event of a conflict between this Agreement and a subsequent agreement or permit on a specific matter, the subsequent agreement or permit will take precedence.
- 12.3 The Parties acknowledge that revisions to all works, services, Design Guidelines and Schedules referred to in this Agreement may be necessary at the detailed design stage, subject to written agreement of the Parties.
- 12.4 Subject to section 12.5, the Developer shall not assign or transfer its interest in the Lands or any part thereof without first entering into a written agreement with the City and the assignee or transferee of the Lands or the applicable part thereof, in a form acceptable to the City, acting reasonably, by which the assignee or transferee agrees with the Developer and the City to observe and be bound by the terms and conditions in this Agreement on the part of the Developer to be observed or performed.
- 12.5 Notwithstanding section 12.4, an agreement to be bound by the terms and conditions in this Agreement on the part of the Developer to be observed or performed will not be required in respect of the transfer of individual strata lots in any development on the Lands. Provided the Lands, or a portion thereof, have been subdivided pursuant to the *Strata Property Act* in respect of a development on the Lands in accordance with the Development Permit issued for such development, the City will execute a discharge of this Agreement from title to such strata lots and the common property of such strata plan; provided however, that:
 - (a) the City will have no obligation to execute such discharge until a written request therefor from the Developer has been received by the City, which request will include the form of discharge, in registrable form;
 - (b) the cost of preparation of such discharge and the cost of registration of same in the LTO will be paid by the Developer; and

- (c) the City will have a reasonable time within which to execute such discharge and return the same to the Developer for registration.

13. NO FETTERING OF DISCRETION

13.1 Nothing contained or implied in this Agreement shall in any way:

- (a) fetter, prejudice or affect the discretion of the City, the Council, or any City Personnel, under this Agreement, any enactment, or at common law, including in relation to the use, development or subdivision of the Lands or the use of any other property in the City, or the construction or alteration of any roads or utilities outside the Lands;
- (b) fetter the absolute discretion of Council when considering any bylaw or resolution, including the adoption of the Rezoning Bylaw, or any rezoning bylaw or Development Permit for the Lands or any other property in the City;
- (c) derogate from the obligation of the Developer under any other agreement with the City or any applicable enactment;
- (d) affect, limit, or exempt the Developer from, any enactment relating to the use, development or subdivision of the Lands;
- (e) relieve the Developer from complying with any applicable enactment, including in relation to the use, development or subdivision of the Lands; or
- (f) prejudice or affect the rights, powers, duties, or obligations of the City, the Council or any City Personnel, in the exercise of its or their functions pursuant to any enactment, as amended or replaced from time to time, all of which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Developer and the City.

14. RELEASE AND INDEMNITY

- 14.1** The Developer, for itself and its successors and assigns, hereby releases and forever discharges the City and City Personnel from any and all Losses suffered or incurred by the Developer in connection with or arising from this Agreement, including all Losses suffered or incurred by the Developer by reason of any act or omission carried out by or not carried out by the City, the Council or any City Personnel in the exercise or purported exercise of any of the rights or in compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the subdivision, use, development or occupation of the Lands by this Agreement or its registration in the LTO, except to the extent any such Losses are caused by the gross negligence or willful misconduct of the City or City Personnel.

14.2 Without limiting section 14.1:

- (a) the Developer further acknowledges and agrees with the City that, while acting in accordance with Applicable Laws or this Agreement:
 - (i) the Council may refuse to adopt the Rezoning Bylaw or any other bylaw or refuse to issue any Development Permit for the Lands or any Phase;
 - (ii) the City may refuse to issue any Building Permit or Occupancy Permit for any building to be constructed on the Lands; and
 - (iii) the Approving Officer may refuse to approve any subdivision of the Lands,

required to permit the development of the Lands as contemplated in this Agreement, and the Developer assumes the full risk and responsibility associated with proceeding with the development of the Lands; and

- (b) the Developer, for itself and its successors and assigns, hereby releases and forever discharges the City and City Personnel from any and all Losses suffered or incurred by the Developer in connection with any such refusal, including any costs, obligations or commitments of any kind whatsoever that the Developer may have incurred or accepted in anticipation of the adoption of the Rezoning Bylaw or any other bylaw, the issuance of any permit, or the approval of any subdivision, provided the City and/or City Personnel, as applicable, are, in connection with any such refusal, acting in accordance with Applicable Laws or this Agreement, and except to the extent of any gross negligence or wilful misconduct of the City or City Personnel.

14.3 The Developer hereby covenants and agrees with the City to indemnify, defend and save harmless and reimburse the City and the City Personnel from and against:

- (a) all Losses which may be suffered or incurred by any person, firm or corporation or which the City or City Personnel may pay, incur, sustain, suffer or be put to, by reason of or which would not or could not have been sustained "but for" this Agreement, whether or not such Losses are the result of, or relate in any way to, any negligent acts or omissions on the part of the City or City Personnel;
- (b) all Losses, by whomsoever suffered or incurred, by reason of any act or omission carried out by or not carried out by the City, the Council or any City Personnel in the exercise or purported exercise of any of the rights or in compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the subdivision, use, development or occupation of the Lands by this Agreement or its registration in the LTO;

- (c) any and all expenses and costs which may be incurred by the City or City Personnel or which the City or City Personnel may pay, incur, sustain or be put to, by reason of, or in any way connected with, the construction, installation, maintenance or repair of anything required to be constructed or provided by the Developer pursuant to the terms of this Agreement (and/or any agreement contemplated by this Agreement), except to the extent:
- (i) expressly otherwise provided in this Agreement, including, without limitation, in sections 5, 6, 7, 8 and 9 of this Agreement;
 - (ii) such costs and expenses are incurred by the City or City Personnel after the Developer has ceased to be the registered owner of the portion of the Lands giving rise to such costs and expenses or any lot created by subdivision of them, and such costs and expenses are not the result of a breach of the covenants of the Developer under this Agreement that occurred prior to the Developer ceasing to be the registered owner of such portion of the Lands or any lot; and
 - (iii) arising from, related to, or in any way connected with any maintenance or repair by the City or City Personnel of any works, improvements or amenities provided by the Developer to the City pursuant to the terms of this Agreement (and/or any agreement contemplated by this Agreement) and incurred by the City or City Personnel after the date of the transfer of such works, improvements or amenities to the City, including, without limitation, maintenance or repair of the Overpass, the Intersection Improvements, the Civic Facility, the Park and any public art transferred to the City pursuant to section 6.4(c),

provided that nothing in sections 14.3(c)(i), (ii) and (iii) shall relieve the Developer from its express warranty obligations in this Agreement (and/or any agreement contemplated by this Agreement) in respect of any works, improvements or amenities required to be provided by the Developer pursuant to the terms of this Agreement (and/or any agreement contemplated by this Agreement); and

- (d) any and all breaches of the covenants of the Developer contained in this Agreement, except that the Developer shall not be liable for a breach of this Agreement by the Developer that occurs after the Developer ceases to be the owner of the Lands or such portion thereof in respect of any such breach provided that the Developer, the City and the purchaser or assignee have entered into an assumption agreement in accordance with section 12.4,

except to the extent of any gross negligence or wilful misconduct of the City or City Personnel.

For greater certainty, nothing in this section 14.3 is intended to alter the obligations of the Developer set out elsewhere in this Agreement, including,

without limitation, the obligations of the Developer in respect of the delivery of the works, services, improvements, amenities and contributions set out in sections 5, 6, 7, 8 and 9 of this Agreement or to alter the warranty obligations of the Developer as expressly set out in this Agreement.

- 14.4 The release and indemnity contained in this section 14 are an integral part of the Section 219 Covenant granted in this Agreement and will survive any termination of this Agreement.

15. **WAIVER**

- 15.1 The failure by the City to enforce at any time any of the terms of this Agreement, or the failure to require at any time strict performance by the Developer of any of the terms of this Agreement, will in no way be construed to be a present or future waiver of the term, nor in any way affect the ability of the City to subsequently enforce the term. To be effective and binding against the City, any waiver by the City of any term must be in writing and signed by the City or a duly authorized member of the City Personnel. An express waiver will constitute a waiver of a future obligation to comply with the term only if there is an express statement to that effect.

16. **INSPECTION**

- 16.1 Notwithstanding Section 16 of the *Community Charter*, the City may, by any City Personnel, enter upon the Lands and within all buildings and structures now or hereafter constructed or located on the Lands, at all reasonable times and upon reasonable prior written notice, for the purpose of ascertaining compliance with this Agreement.

17. **DISPUTE RESOLUTION and INJUNCTIVE RELIEF**

- 17.1 If a dispute or disagreement arises between the Parties with respect to the application, interpretation, administration or enforcement of this Agreement or any other issue relating to this Agreement, but excluding any issue arising from or relating to the exercise of discretion by the City or any City Personnel, the Parties shall participate in the process set out in this section 17 in the order in which it is set out (the “**Dispute Resolution Process**”).
- 17.2 Either Party may send written notice to the other Party describing the nature of the dispute or disagreement. Thereafter, the Parties shall promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- 17.3 If the Parties are unable to negotiate a resolution within sixty (60) days of the date the written notice described in section 17.2, either Party may send written notice to the other Party requesting the assistance of a skilled mediator who:
- (a) shall be selected by agreement of the Parties within thirty (30) days of such notice; or

(b) if the Parties cannot so agree, shall be appointed by the BCICAC.

Unless the Parties agree otherwise, this mediation shall follow BCICAC rules and shall terminate sixty (60) days after the appointment of the mediator.

- 17.4 If the Parties have not agreed to participate in mediation within ninety (90) days of the date the written notice described in section 17.2 or the mediation terminates without a resolution, the Parties may by agreement refer any unresolved dispute or disagreement to a single arbitrator under the *Arbitration Act* (British Columbia) or any successor legislation in accordance with that Act and shall accept the arbitration ruling as final and binding. If the Parties do not agree to arbitration, a Party may apply to the courts for the appropriate relief.
- 17.5 Unless otherwise agreed by the Parties or ordered by the arbitrator, each Party shall pay an equal share of the costs for mediation and arbitration under the Dispute Resolution Process.
- 17.6 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the Parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Part unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.
- 17.7 The Parties acknowledge that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by a Party under this Agreement. The Parties covenant and agree with each other that in addition to any remedies which are available to a Party under this Agreement or at law, each Party is entitled to all equitable remedies including specific performance, injunctive and declaratory relief, or any combination thereof, to enforce its rights under this Agreement.

18. OTHER MATTERS

- 18.1 **Registration.** This Agreement is intended to be registered against title to the Lands and the Developer agrees to execute such further documents as are contemplated by this Agreement or may be necessary to register this Agreement against title to the Lands as a Section 219 covenant under the *Land Title Act*, with the cost of the preparation and registration of all such documents to be borne solely by the Developer.
- 18.2 **Section 219 Covenant and Statutory Right of Way Requirements.** Where the Developer is required, in order to satisfy or partially satisfy a requirement under this Agreement, to grant to the City a covenant under Section 219 of the *Land Title Act* or a statutory right of way under Section 218 of the *Land Title Act*, the Developer shall not be considered to have granted the covenant or statutory right of way until and unless the covenant or statutory right of way is in a form approved by the City, has been executed by the City and the Developer and has been registered in the LTO against title to the pertinent parcels of the Lands in priority to

all financial legal notations, liens, charges and encumbrances, along with any reference, explanatory or other survey plan required by the City to delineate the area that is subject to the covenant or statutory right of way. For clarity, the Developer will be responsible for the costs of preparing and registering the Agreement and related survey plan.

- 18.3 **Development Limits.** For clarity, where at any time this Agreement includes more than one limit on the extent to which the Lands may be developed, all such provisions shall apply, but in the event of a conflict, the more restrictive provision shall take precedence.
- 18.4 **Acknowledgment.** The Developer acknowledges and agrees that, except as otherwise expressly set out in any agreement between the Developer and the City, none of the works contemplated by this Agreement shall be construed to be “excess or extended services” as defined by Section 507 of the *Local Government Act* and that this Agreement is not a “development works agreement” as defined by Section 570 of the *Local Government Act* or a “phased development agreement” as defined by Section 455 of the *Local Government Act*.
- 18.5 **Force Majeure.** If an Event of Force Majeure occurs or is likely to occur, the Developer or the City, as the case may be, will promptly notify the other Party of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The Party affected by the Event of Force Majeure will use commercially reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of that Party) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor the Developer will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations under this Agreement if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligations under this Agreement will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure.
- 18.6 **Enurement and Runs with Lands.** The covenants contained in this Agreement shall enure to the benefit of the City and its successors and assigns and shall enure to the benefit of and be binding upon the Developer and its successors and assigns and their respective heirs, executors, administrators, trustees and successors, and shall run with the Lands and each and every part into which the Lands may be subdivided or consolidated (including by way of subdivision plan, reference or explanatory plan, lease plan or strata plan of any kind). The benefit of all covenants made by the Developer herein shall accrue solely to the City.
- 18.7 **No Public Law Duty.** Where the City, or any City Personnel is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the City, or its designated representative, is under no public law duty of fairness or natural justice in that

regard and agrees that the City, or its designated representative, may do any of those things in the same manner as if it were a private party and not a public body.

- 18.8 **No Representations.** The City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer in connection with the subject matter hereof, except as expressly provided in this Agreement, and in any agreements contemplated hereunder.
- 18.9 **City Discretion.** Wherever in this Agreement the approval of the City or any City Personnel is required, some act or thing is to be done to the satisfaction of the City or any City Personnel, or the City or any City Personnel is entitled to form an opinion or is given discretion:
- (a) the relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the City or any City Personnel, as the context requires;
 - (b) the City or any City Personnel may grant or refuse such approval or accept or reject any act or thing, and may impose conditions on any such approval or acceptance; and
 - (c) the approval, opinion or satisfaction is in the discretion of the City or any City Personnel, as the context requires, in their sole and unfettered discretion.
- 18.10 **No Obligation to Enforce.** The rights given to the City under 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, or, except as expressly provided herein, to perform any act or to incur any expense in respect of this Agreement. Without limiting the foregoing, the City may, but shall in no way be obligated to:
- (a) amend this Agreement with the consent only of the owner of that portion of the Lands against which the amendment will be registered and without giving notice to or obtaining the consent of the owner of any other portion of the Lands and without affecting the rights and obligations of the owner of any other portion of the Lands; and
 - (b) waive any requirements contained herein or discharge this Agreement from all or any portion of the Lands without giving notice to or obtaining the consent of the owner of that portion of the Lands in relation to which this Agreement is being waived or from which this Agreement is being discharged or of the owner of any other portion of the Lands, and without affecting the rights and obligations of the owner of any portion of the Lands in relation to which this Agreement is not being waived or from which this Agreement is not being discharged.

- 18.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
- 18.12 **Applicable Laws.** The Developer covenants with the City that the Developer will comply with all Applicable Laws in connection with the performance of all of the Developer's obligations in this Agreement.
- 18.13 **Joint and Several Liability.** Notwithstanding any other provision of this Agreement, if there is now or at any time more than one owner of the Lands or the parcels comprising the Lands, or the Developer now or at any time consists of more than one entity, each such owner and entity shall be jointly and severally liable with all of the others, each as a principal and not as a surety, with respect to all of the agreements, conditions, covenants and restrictions of all of such other owners and entities.
- 18.14 **Further Assurances.** The Developer and the City shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
- 18.15 **Priority.** The Developer will do or cause to be done all acts necessary to register this Agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered, or pending registration, at the time of application for registration of this Agreement against the title to the Lands (other than those encumbrances that the City agrees in writing do not require a priority agreement).
- 18.16 **No Liability after ownership Ceases.** Notwithstanding anything to the contrary in this Agreement, but provided that nothing in this section shall relieve the Developer from any express obligations in this Agreement to provide a warranty in respect of any works constructed pursuant to this Agreement, neither the Developer nor any successor in title to the Lands shall be liable for breaches of or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion of the Lands, but the Developer or its successors in title, as the case may be, shall remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance and non-performance of covenants herein as the same relate to such portion of the Lands that occurred prior to the Developer or any successor in title, as the case may be, ceasing to be the registered owner of such portion of the Lands.
- 18.17 **Discharge.** Upon completion by the Developer of all obligations contained in this Agreement relating to a particular Phase, including any warranty obligations relating to any works provided in connection with that Phase, the City will execute

a discharge of this Agreement from that Phase (including the portion of the Lands comprising the consolidated City Roads) provided however that:

- (a) the City will have no obligation to execute such discharge until a written request therefor from the Developer has been received by the City, which request will include the form of discharge, in registrable form;
- (b) the cost of preparation of such discharge and the cost of registration of same in the LTO will be paid by the Developer; and
- (c) the City will have a reasonable time within which to execute such discharge and return the same to the Developer for registration.

IN WITNESS WHEREOF the Parties have executed this Agreement in the General Instrument – Part I, which is attached to and forms part of this Agreement.

SCHEDULE A
CITY ROADS SURVEY

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT
AND SECTION 40 OF THE COMMUNITY CHARTER

This is a detailed subdivision map for a 100-acre parcel located in North Boundary District Lot 233. The map shows the following features:

- Roads:** Guildford Drive (North Boundary), Edinburg Drive, Windsor Drive, Balmoral Drive, Palmer Avenue, and Barnet Highway.
- Blocks:** The map is divided into several blocks labeled Bk. A, Bk. B, Bk. C, Bk. D, and Bk. E.
- Lots:** Numerous lots are shown, each with a number and a plan reference (e.g., Lot 1, Plan 13809; Lot 20, Plan 13809; Lot 40, Plan 28875).
- DL 233 Gp 1:** A specific area within the map is designated as DL 233 Gp 1.
- Other Labels:** The map includes various other labels such as "Rem. 9 Plan 13809", "Rem. 45 Plan 28875", and "Rem. 13 Plan 13809".
- Scale and Orientation:** The map includes a scale bar and a north arrow.

DRAFT MAY 13, 2024

AM06 - 20020 84 Ave
Langley, BC V2Y 5K3
www.butterandbik.com
Tel. 604-513-9811

Flt 5045
Dwg 6045-RC1 rev2

SCHEDULE B-1

PARK PLAN

Issues	No.	Description	Date
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DRAFT

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Client:

wesgroup

Project Title:

Coronation Park

Drawing Title:

Public Park Preliminary
Programming Plan

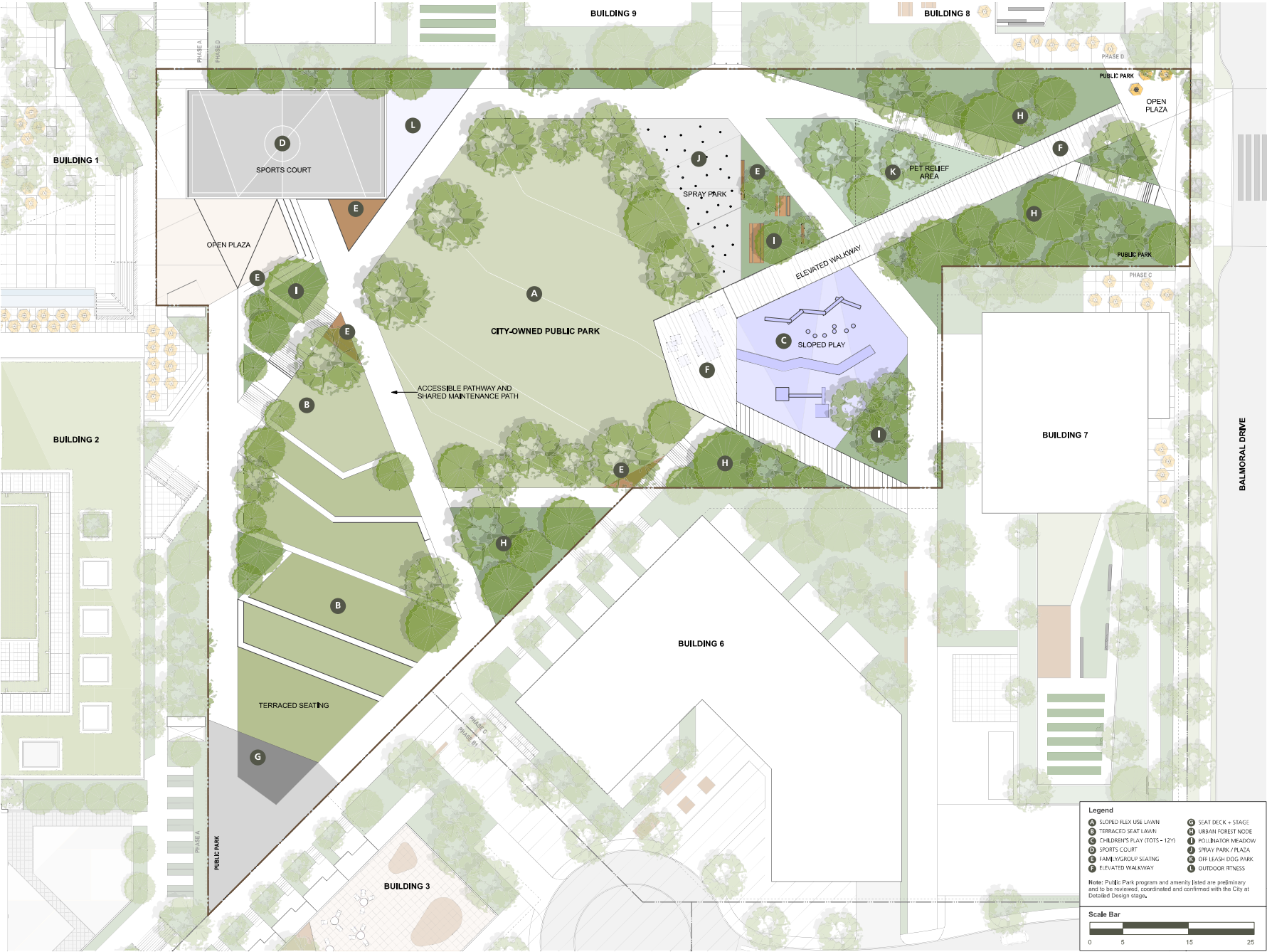
Project North: N Drawn By: JS

Checked By: JM

Scale: 1:250 Job No.: 20-017

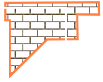
Sheet No.:

L2.0

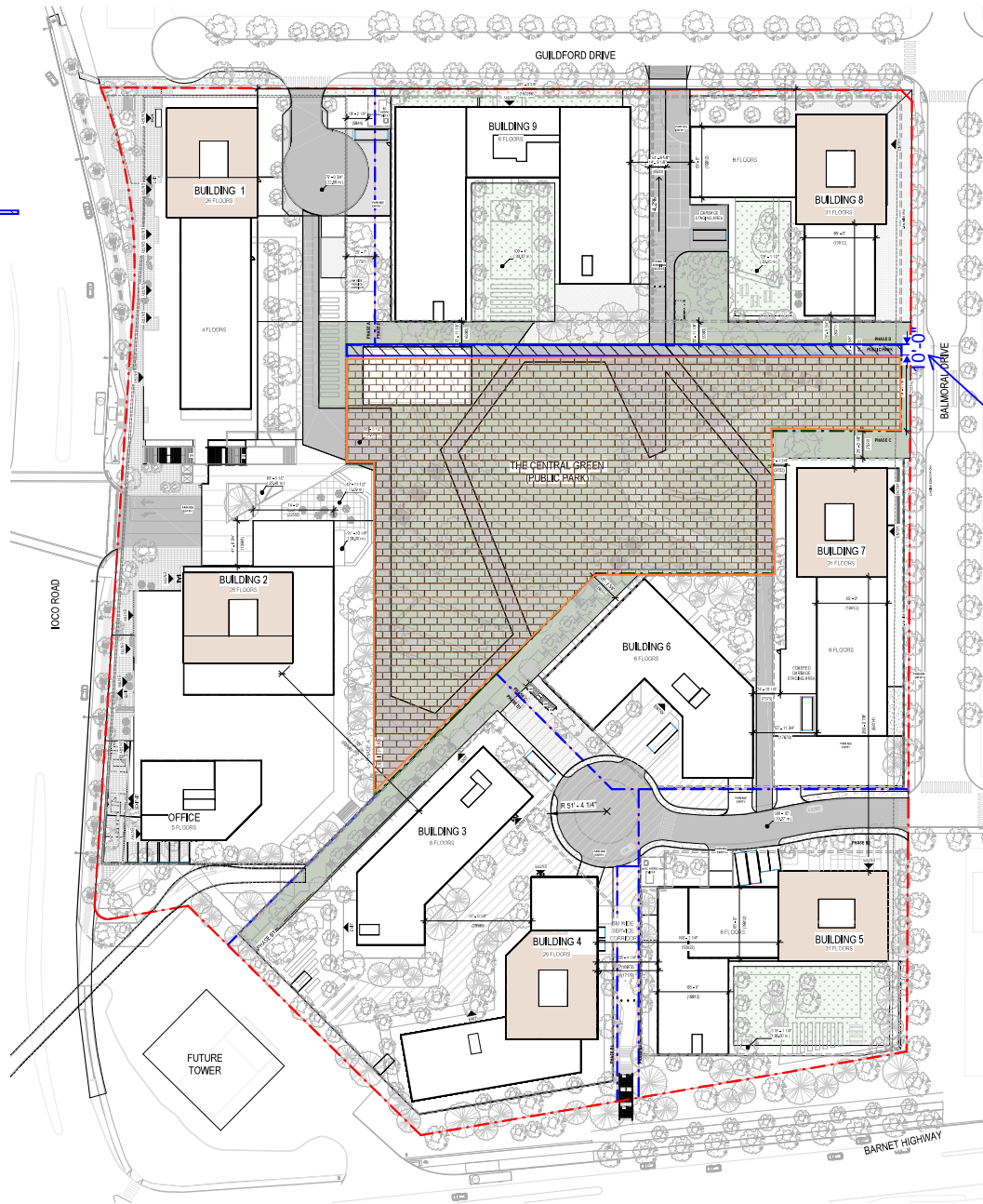


SCHEDULE B-2
PARK PHASING PLAN

Phase 1 =



Phase 2 =



Building 8 & 9
Park Buffer (10' off
the property line)
for grading
coordination.



ISSUED FOR

FOR INFORMATION ONLY

METRIC

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DEVIATIONS FROM THE CONTRACT DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE CONSULTANT ARE SUBJECT TO CORRECTION AT THE CONTRACTOR'S EXPENSE.

ARCHITECT & PRIME CONSULTANT

BONIFACE OLEKSIUK POLITANO ARCHITECTS
18-510 NICOLA STREET
VANCOUVER BC V6G 3J7
TEL: 255-524568 FAX:

KEY PLAN

CORONATION PARK

SITE PLAN

DRAWN: Author CHECKED: Checker
PLOT DATE: 2023-08-20 11:34:46 AM

A1.00

21025C

C:\Users\Coronati\Desktop\OneDrive - Boniface Oleksiuk Politano
Architects\Documents\21025C Coronation Park_schematic\A1.00.rvt

SCHEDULE C
PATH AND OPEN SPACE PLAN

Issues	No.	Description	Date
	1	Issued for Review	2024-03-07
	2	Issued for Review	2024-04-26

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Client:



Project Title:

Coronation Park

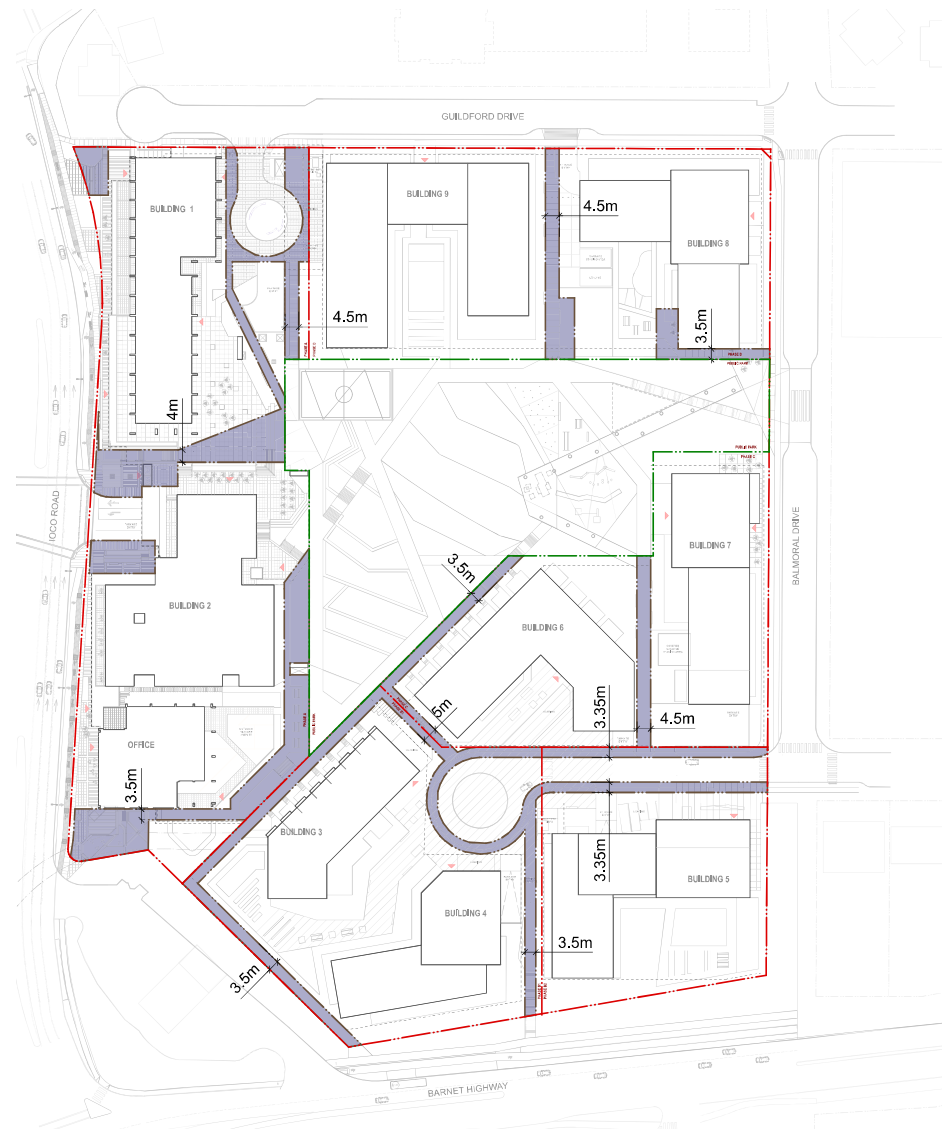
Drawing Title:

Pedestrian and Park Access Right-of-Way Plan

Project North:	N	Drawn By:	JS
		Checked By:	JM
Scale:	1:750	Job No.:	20-017

Sheet No.:

L1.0

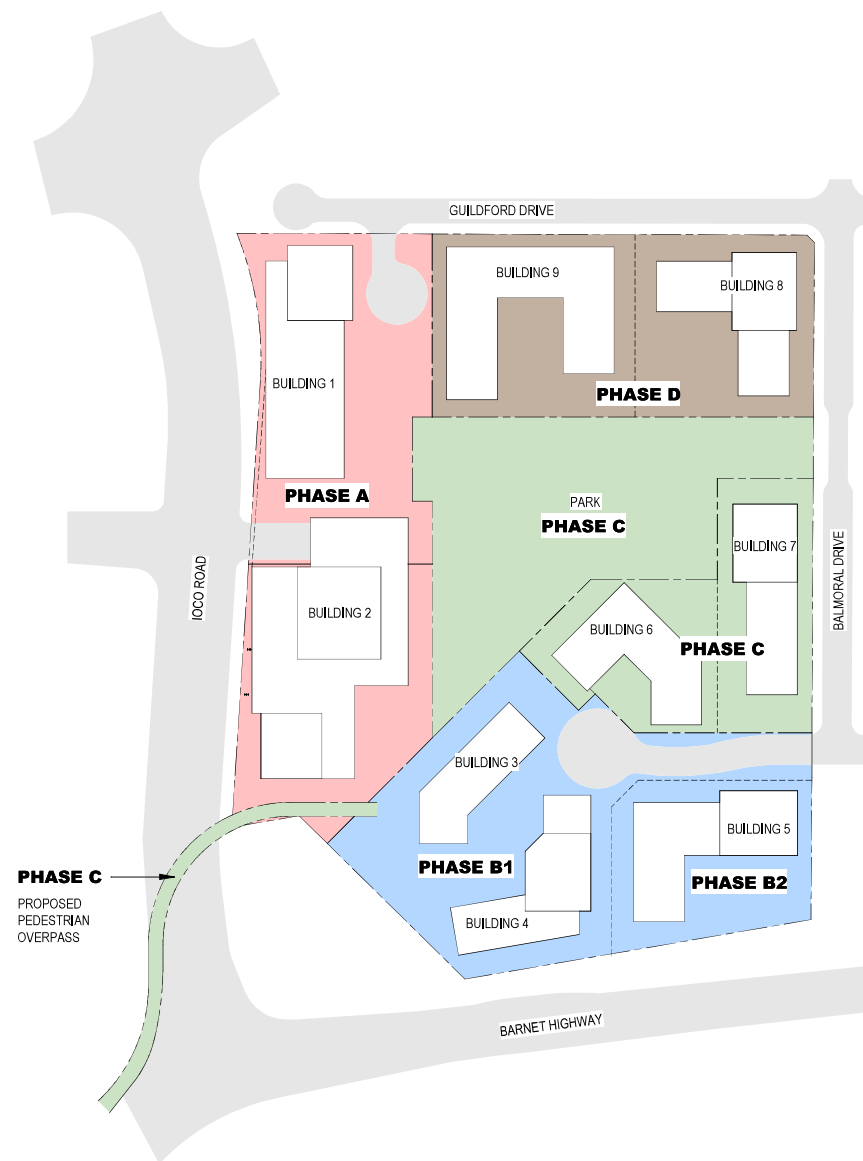


Pedestrian and Park Access Right-of-Way Plan

Legend

- Public Park Property Line
- Strata Property Line
- Extent of Statutory Right-of-Way (Total SROW: 5818 m² / 1.44 acres)

SCHEDULE D
PHASING PLAN



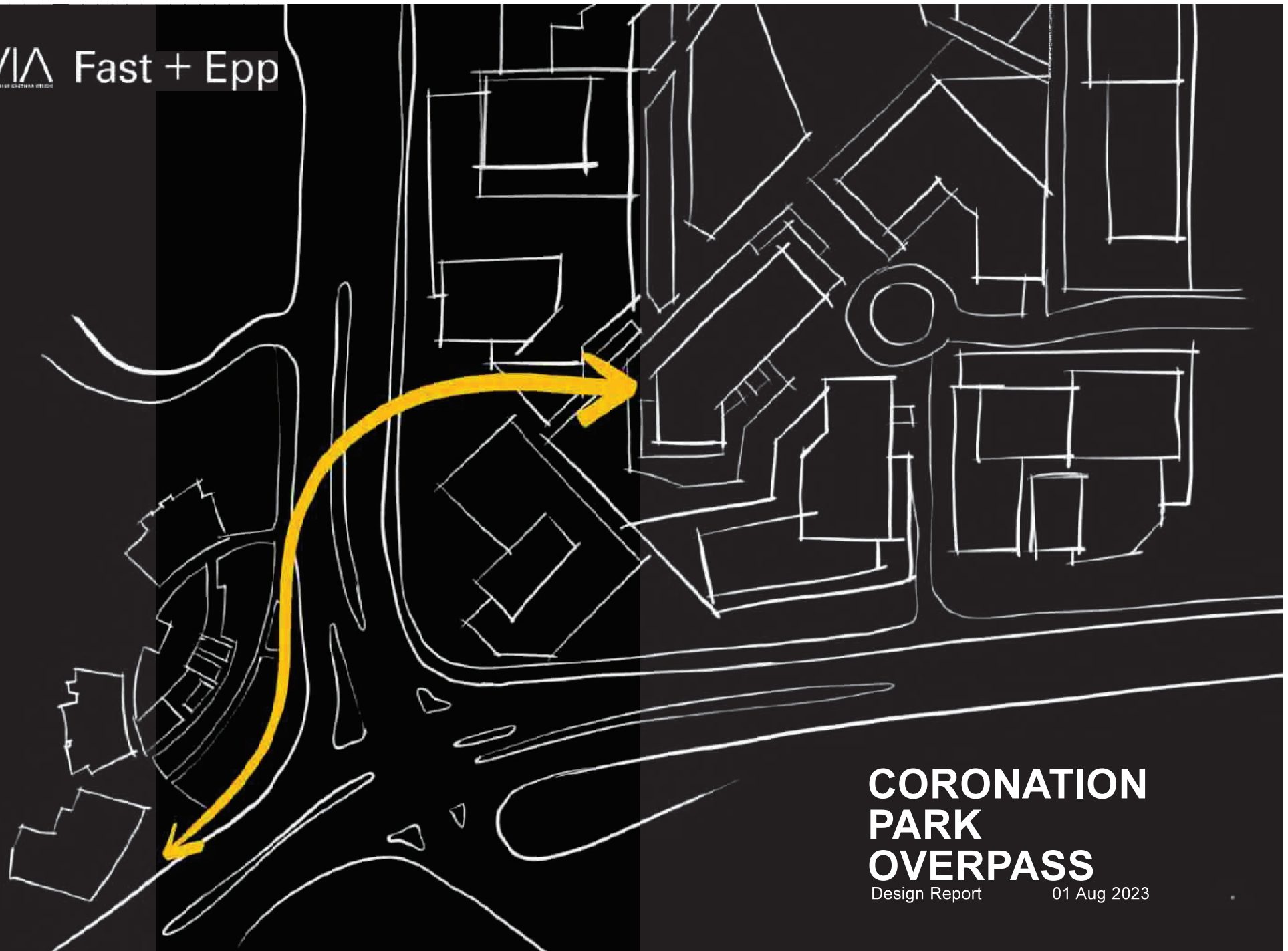
SCHEDULE E
OVERPASS DESIGN PLAN

VIA Fast + Epp
— A PERKINS CHATMAN DESIGN

CORONATION PARK OVERPASS

Design Report

01 Aug 2023



Basis of Design

Architectural Guiding Principles

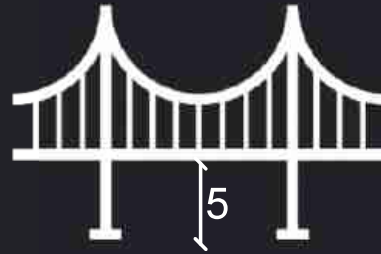
The bridge design is guided by several key factors and requirements. The design complies with Moti TAC guidelines, which include considerations for maximum slope, guardrail requirements, a roadway clearance of 5 meters, and crash barrier protection for columns, ensuring safety and adherence to established standards. Relevant BC Building Codes are also being taken into account, considering factors such as slope and open area.

The bridge avoids any intrusion into private properties, ensuring that the bridge construction remains within public spaces and rights-of-way, respecting property boundaries.

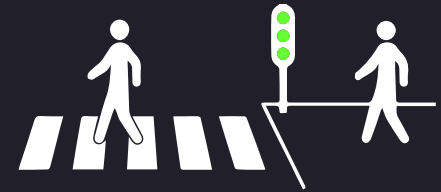
Efficiency is to be maximized by utilising the existing planted median for structural support, optimizing construction resources while minimizing environmental impact, and preserving the surrounding natural elements.



Provide an intuitive and direct link between WesGroup developments and the Inlet City Sky Train Station.



Keep a minimum of 5 meters road clearance space below the deck structure



Optimize sight lines for maximum pedestrian and cyclist safety.



Minimize structural length and complexity for user comfort and economical benefits.



Use an integrated approach with WesGroup Site and future developments.



Provide grab bars where slopes exceed 5% to provide universal accessibility

Concept

Architectural Narrative

The bridge aims to be an iconic and inviting structure that complements the transit plaza and planned developments while prioritizing user safety and sustainable design.

The proposed design for the bridge embodies functionality, safety, and aesthetics, creating a captivating landmark that complements the city's urban landscape while prioritizing sustainable architecture. The bridge is envisioned to become an iconic symbol of Port Moody, reflecting the city's commitment to design excellence and sustainable design practices.

Curved Radial Alignment

The bridge's striking curved radial alignment serves as a dynamic visual feature that harmonizes with the surrounding transit plaza and planned developments. This unique curvature creates an inviting and irresistible path, encouraging exploration by pedestrians and cyclists.

Iconic Crystalline Section

The bridge's crystalline section highlights its fluid serpentine alignment, adding elegance and becoming a signature landmark for the community. This iconic element commands attention and enhances the bridge's architectural identity.

Shaped Picket Guardrail System

Safety and user experience are prioritized through the incorporation of a shaped picket guardrail system. This system provides strong protection while maintaining transparency to the bridge deck, ensuring user safety and enhanced visibility.

Ample Width for Mixed Use

With a width of 5.5 meters, the bridge accommodates mixed pedestrian and bicycle traffic, allowing for a seamless commuting experience. The generous width also enables

easy delineation for separated pedestrian and cyclist lanes if desired.

Elegant Underside Design

The underside of the bridge is elegantly detailed with a clean trapezoidal steel box girder and precast plank system. This design not only enhances structural integrity but also adds to the bridge's aesthetic appeal.

Accentuating

Sculptural Alignment

Shaped chevron pickets accentuate the bridge's sculptural alignment, adding artistic flair and contributing to its distinctive architectural identity.

Weathering Steel for Sustainability

Weathering steel is utilised for the superstructure, providing a durable and maintenance-free finish that is environmentally sustainable and designed to last for over a century.

Safety for Cyclists

Stainless steel pipe rails are thoughtfully incorporated along the alignment to address sections where the slope exceeds 5%, ensuring additional protection and a convenient grab rail for pedestrians navigating steeper sections.



3D Visualizations

Aerial View Looking Northwest



**See page 20 for material details*

3D Visualizations

Aerial View looking Northeast from Transit Plaza



**See page 20 for material details*

3D Visualizations

Bridge Deck View Northeast



**See page 20 for material details*

3D Visualizations

Intersection Crossing View Looking Northwest



**See page 20 for material details*

3D Visualizations

Coronation Development Plaza View South



**See page 20 for material details*

3D Visualizations

Roadway View



**See page 20 for material details*

3D Visualizations

Roadway View



**See page 20 for material details*

3D Visualizations

Roadway View



**See page 20 for material details*

Art Integration

BRIDGE CONCRETE STAMPING ART



BRIDGE STRUCTURE AS ART



BRIDGE LIGHTING AS ART



PUBLIC ART INTEGRATED WITHIN TRANSIT PLAZA



INTEGRATED ART ON BRIDGE DECK SURFACE



BRIDGE GUARDRAIL INTEGRATED ART

Lighting Integration

Explored Lighting Options

We aim to create a visually stunning and safe structure that enhances the overall experience of pedestrians and cyclists. To achieve this, we propose the incorporation of various cutting-edge lighting solutions that will not only illuminate the pathway but also add an element of art and ambience to the bridge's surroundings. Below are some lighting concepts we suggest for consideration:

Rub-rail Lighting

Integrated LED lighting within the handrails (rub-rails) of the bridge ensures proper visibility while simultaneously providing a guiding light for those using the bridge at night. The soft glow emanating from the rub-rails creates a well-defined and safe pathway, ensuring that pedestrians and cyclists can navigate the structure with ease.

In-Floor Lighting

Strategically embedded LED lighting fixtures along the bridge's pathway create a captivating and seamless illumination effect. The lights can be programmed to change colours, producing a dynamic and mesmerising visual display that attracts attention and enhances the bridge's aesthetic appeal during the evening hours.

Solar-Powered Bollard Lights

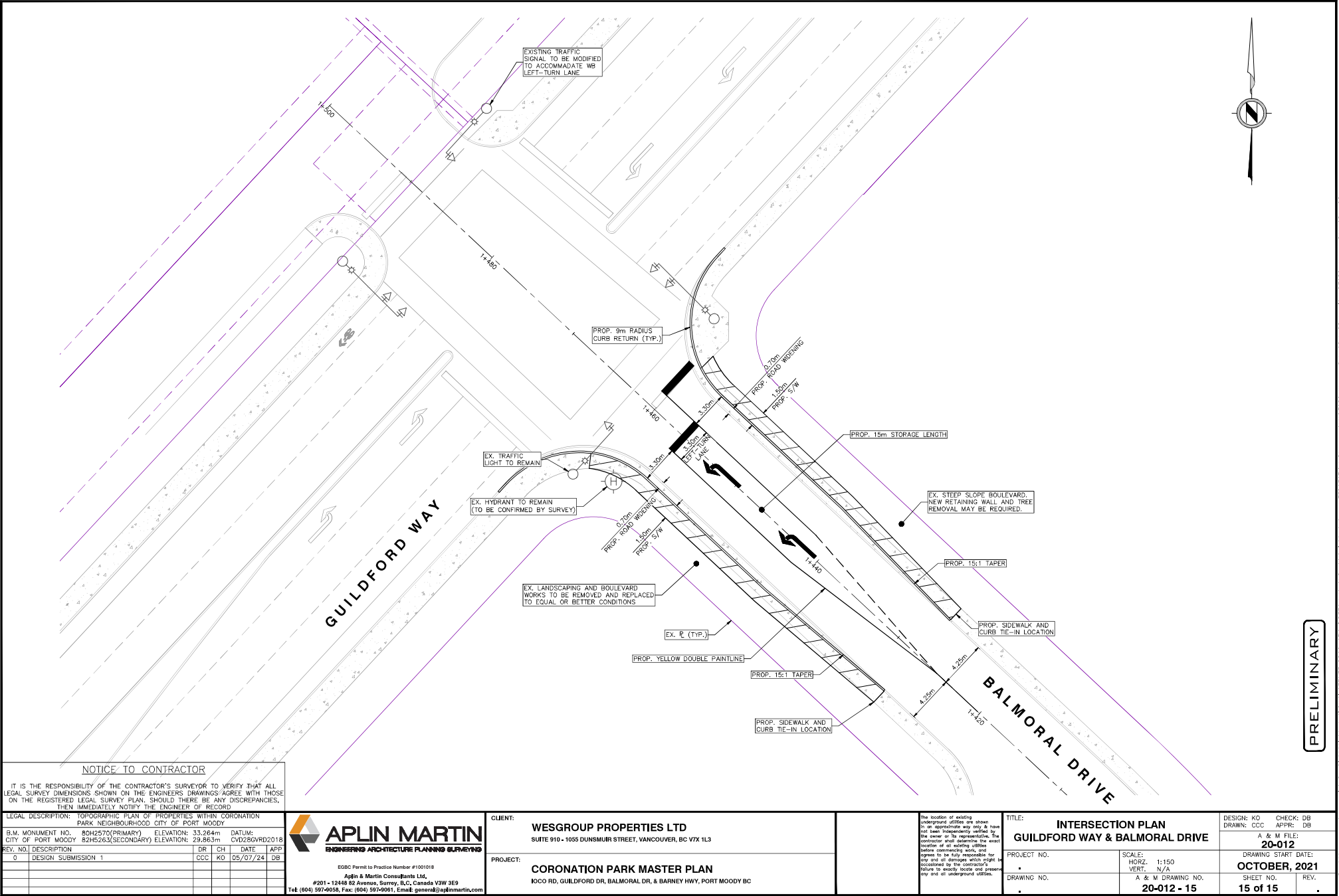
Strategically-placed, solar-powered bollard lights close to the Inlet Station Plaza segment of the bridge can serve as an eco-friendly lighting solution for the bridge. These lights harness solar energy during the day and emit a warm and welcoming glow during the night, ensuring sustainable illumination without the need for additional power sources.

Interactive Light Art Installations

As part of the art integration consideration, interactive light art installations can be incorporated along the bridge. These installations could respond to touch or sound, encouraging people to interact with the artwork and create a unique experience for each visitor.



SCHEDULE F
INTERSECTION IMPROVEMENTS



PRELIMINARY

SCHEDULE G
WARM SHELL GUIDELINES

OUTLINE SPECIFICATIONS

Warm shell example

Ceiling

An open ceiling area shall be provided.

Exterior Walls

Will be either concrete, concrete block, brick, steel stud, window-wall/curtainwall system, and storefront glazing- Steel stud walls insulated to normal code requirements.

Demising Walls

Shall be drywall to the underside of structure taped and sanded and painted.

Interior Walls

Interior drywall to level 2 standard.

Floor

Smooth troweled concrete floor slab (1/4" at 10).

Electrical

High efficient LED lighting to open plan.

3 Phase 4 wire 120/208v electrical feed to an empty circuit branch with 200 amps.

The electrical meter base will be installed in the electrical room.

Telephone and Data

One 1" empty conduit for telephone service at a point within the premises of each unit designated by the Landlord.

Plumbing

2" cold water 2" sanitary vent, and a 4" stubbed in sanitary line will be capped at a location designated by the City.

Heating, Ventilating and Air Conditioning

HVAC will be determined by relevant building step code.

Rooms

One warm shell washroom will be provided to the City.

Fire Sprinklers

Wesgroup will provide a fire sprinkler system under NFPA fire regulations, designed on a basis of no interior partitions.

SCHEDULE H
PUBLIC ART PLAN

MASTER PUBLIC ART PLAN CORONATION PARK

May 10 2024
Wesgroup
Master Public Art Plan



EXPANDED FIELD

wesgroup

PROJECT CONTEXT

CORONATION PARK is an ambitious multi-phase redevelopment project that will be designed and constructed by Wesgroup over the next 15 years. It will be home to a wide variety of residents, business operators and organizations. The aim of this document is to provide an overarching strategy for approaching public art at Coronation Park. By establishing a comprehensive strategy, Wesgroup has partnered with Expanded Field to deliver public art that is thoughtfully integrated while speaking to the City of Port Moody as a whole.

By establishing key thematic, historical, and contextual cues from an early stage, Expanded Field will seek to create a framework for the execution of public art installations that operate as a coherent collection, yet are equally distinguished from one another. The document will be used by future artists, stakeholders, City staff members, and design professionals to guide their efforts to contribute to an exceptional public art ecosystem.

Public art at Coronation Park will reflect the diverse cultural and community history and seek to speak to its continued growth and development. As a master plan project, completed over many years, Expanded Field has refined its approach to reflect the significance, scale, history and use this site and neighbourhood will have in the years to come.



PROJECT OVERVIEW

Wesgroup are proposing approximately 2,587 homes in a combination of low-rise and high-rise building forms immediately northeast of SkyTrain's Inlet Centre Station. Each of the proposed buildings will optimize its location based on environmental aspects and maximizing sun and shade opportunities, natural light and air ventilation. The project will provide a variety of housing types for families and individuals within a soon-to-be vital Port Moody neighbourhood. Homes will include market condominiums, secured market rental homes and live-work.

Public art will significantly contribute to the social fabric and community as a whole. Wesgroup's aim is to create public art works that not only play an integral role in activating the public realm but also become part of a growing collection of artworks for the entire single-family neighbourhood's urban renewal.

The Masterplan

Located immediately northeast of SkyTrain's Inlet Centre Station, Coronation Park will be one of Metro Vancouver's largest transit-oriented, mixed-use residential developments. When complete, this 14.8-acre neighbourhood will be home to a collection of residences, restaurants, shops, extensive green space, plazas, and a large public park. As a new landmark in the region, Coronation Park will play a role in shaping the future of Port Moody.

This remarkable change is driven by a new vision for the area, and are key in consideration for the type and thematic overall strategy for the public art component for Wesgroup's project.

Key Master Plan Principles

Create Vibrant Urban Spaces: A high quality public realm with continuous active streetscapes, urban amenities, and cultural activities and facilities contributes to the vibrancy and livability of any new Masterplan development.

As redevelopment occurs, urban design standards require high quality architectural aesthetics and amenities such as plazas, public art, street furniture, and elements of green infrastructure to encourage people to linger and interact in the public realm.

Promotion and creation of Identity & Sense of Place: Fostering a sense of place and identity in this new community will create a unique, interesting and memorable place for people to live and visit. To support this framework, the proposed Masterplan has been organized into different phases that will each have a somewhat unique offering. Each area has its own identity, form and function.

The development proposal prides itself in the removal of many of the existing internal through-roads replaced by extensive green space, pedestrian walk-ways and local street extensions, providing underground parking located on the perimeters of the property. A unique long elevated walkway is also included in the northeast quadrant of the site, next to the public park, to establish a more gentle transition for the redevelopment's main pedestrian path, given the site's steep slope. Many of the towers orbit a large public park (2.53 acres) considered the focus of the project. Together, these unique characteristics will create a pedestrian-oriented development that is authentic and memorable.

Reviewing the history of the site and its surrounding areas, and engaging on a deeper level with the values of the site itself and the vision and purpose of the built space, Expanded Field presents this proposal that will see public art developed and executed under the vision of interconnectivity, inclusivity and accessibility.

Through these values we can acknowledge the growth of this burgeoning area, uncover and renew our understanding and the value of our histories and work together to welcome future generations and new dialogue.

PROJECT DESCRIPTION

Project Statistics

Total Residential Density: 2,154,651 sq. ft.

Total Office Density: 29,752 sq. ft.

Commercial Density: 65,870 sq. ft.

Total Daycare: 9,586 sq. ft.

Total Amenity Building: 15,216 sq. ft.

Public Art Budget: \$4,800,000

Project Developer

wesgroup

Project Architect



Striffler
O'Leary
Politan
Architects

Master Plan Landscape Architect



Landscape Architecture
Site Planning



CORONATION PARK DESIGN PRINCIPLES



Sense of Community: Create a community that celebrates Port Moody's strengths and reinforces the emerging "made-in-Port Moody" design style to foster a sense of pride and community ownership.



Social Wellbeing: Provide a spectrum of vibrant and lively places that bring the community together and promote social encounters that foster meaningful relationships.



Ease and Inclusiveness: Design accessible places where people of all ages and abilities have convenient options to fulfill their daily needs.



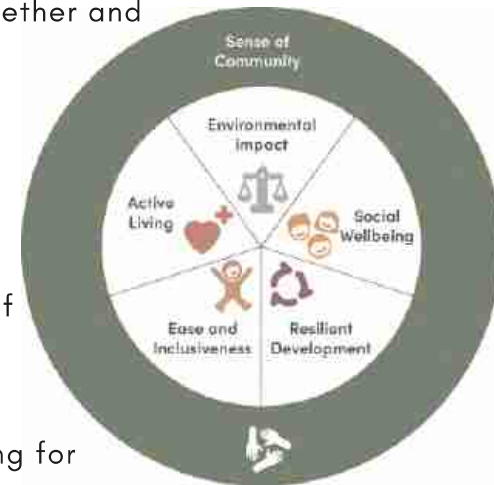
Resilient Development: Create a mixed-use community that evolves with the changing needs of residents through flexible housing tenure options and an array of commercial space offerings.



Active Living: Create a development where healthy active living choices are easy and appealing for everyone who lives and works in Coronation Park.



Environmental Impact: Incorporate and celebrate natural systems that support wellbeing and environmental resilience, while addressing the direct impacts that climate change can have on people.



HISTORY - CITY OF THE ARTS



TASHA FAYE EVANS AND CHARLENE ALECK UNVEIL JAMES HARRY'S HOUSE POST AT NOONS CREEK HATCHERY IN PORT MOODY, B.C. - JUNE 21, 2018

Prior to the arrival of Europeans, the Coast Salish First Nations communities lived along the southern B.C. coast, including an area known as Port Moody, BC. The mild climate and plentiful resources of this region allowed a number of First Nations groups to live in the area, including the Sanetch, Cowichan, Nanaimo, Homalco, Sechelt, Squamish, Muskwiam, and the Tsawwassen.

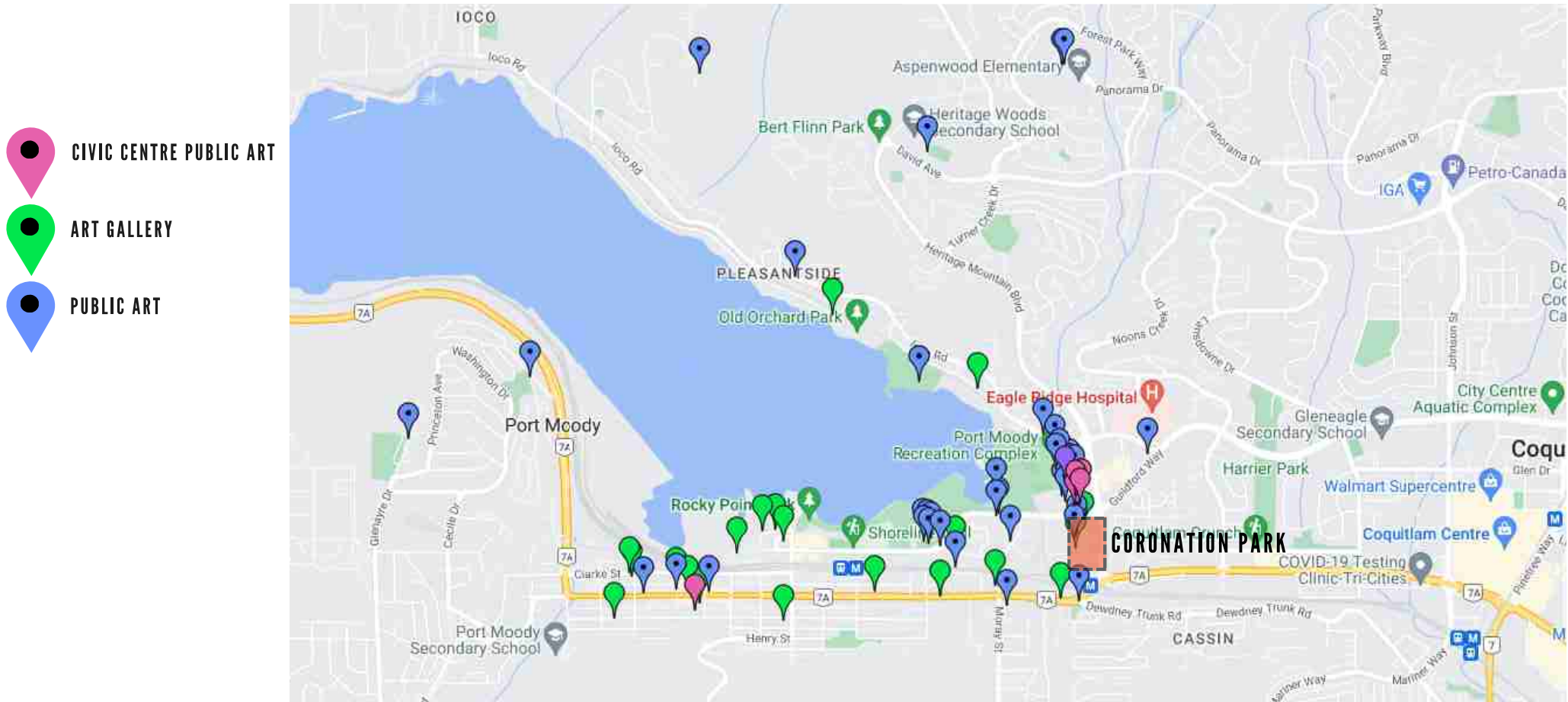
It has been reported that two of these groups, the Squamish and Muskwiam came to Port Moody during the summer season to set up camps at the mouths of local streams such as Noons Creek for the purpose of hunting and gathering shellfish in preparation for the winter season.

Public art in Port Moody can help to celebrate the City's rich history and these first peoples. It brings art to life for its many citizens in everyday settings. Through Public Art, Port Moody can show their commitment to local artists while providing residents with access to art from British Columbia, Canada, and around the world.

To help bring art to residents, The Port Moody Arts Centre is housed in the historic Old City Hall and Centennial Appleyard House, both registered heritage buildings built in 1913 and 1910. The buildings are a significant part of Port Moody's history, with their uses over the years as varied as they continue to be today. Old City Hall has served as a police station, jail, and firehall, as well as lesser known uses as a Cold War bomb shelter and kindergarten. Touring the building today, you will still see beautiful original brickwork and finishings, including a vault in the Ann Kitching Gallery.

The Port Moody Arts Centre Society, a registered charitable society, was founded in 1998 to oversee the Arts Centre after the building was vacated by city staff and operated solely by artists for several years. In 2012, the Centennial Appleyard house was gifted to the City of Port Moody by the Province for the sum of \$1 which in turn allowed the Arts Centre Society use of it in 2014. Today the Centre operates over three floors with space for 2 community meeting rooms, 5 visual arts studios, a complete ceramics studio, 5 music studios, and 3 gallery spaces.

PUBLIC ART CONTEXT - EXISTING AND FUTURE ART INSTALLATIONS



The City of Port Moody has a growing, substantial art collection. Within the City Centre, several key works can be found. The subsequent list provides an overview of neighbouring works to give context to the City of Port Moody's (and neighbouring Coquitlam's) existing collection of public art.



PUBLIC ART CONTEXT

PORT MOODY CIVIC CENTRE



Tidal Train by Bruce Voyce

KLAHANIE - MURRAY ST & KLAHANIE DR



The River Giver of Life by Susan Point

ROCKY POINT PARK



Knots by Nathan Lee and Matthew Thomson

NEWPORT VILLAGE - CRESCENDO TOWER



Tidal Windfall by Eric Robertson

50 ELECTRONIC AVE



James Harry - LHEWQUM

PORT MOODY RECREATION CENTRE



Movement - The Search For The Perfect Form by Markian Olynyk

PORT MOODY CITY HALL



Welh Aynexw Nseyxnitm (THE GUARDIAN SPIRITS) by Jody Broomfield

PORT MOODY CITY HALL



Blue Trees by Konstantin Dimopoulos

PUBLIC ART CONTEXT

LAFARGE LAKE-DOUGLAS STATION



TransLake by Trent Hutton

COQUITLAM CITY HALL



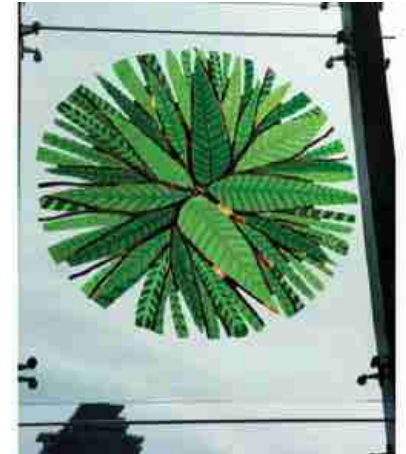
For its 125th anniversary, the City of Coquitlam commissioned twelve salmon sculptures - Shohre Shirazi

LINCOLN STATION



Pillow Station by Paul Slipper & Mary Ann Liu

LINCOLN STATION



Branching Out by Bruce Walther and YarOn Stern



Monohedral Tessellation by Dean Cloutier & Jarami Reid

MOODY CENTRE STATION



Coming and Going by DecoMark

BURQUITLAM STATION



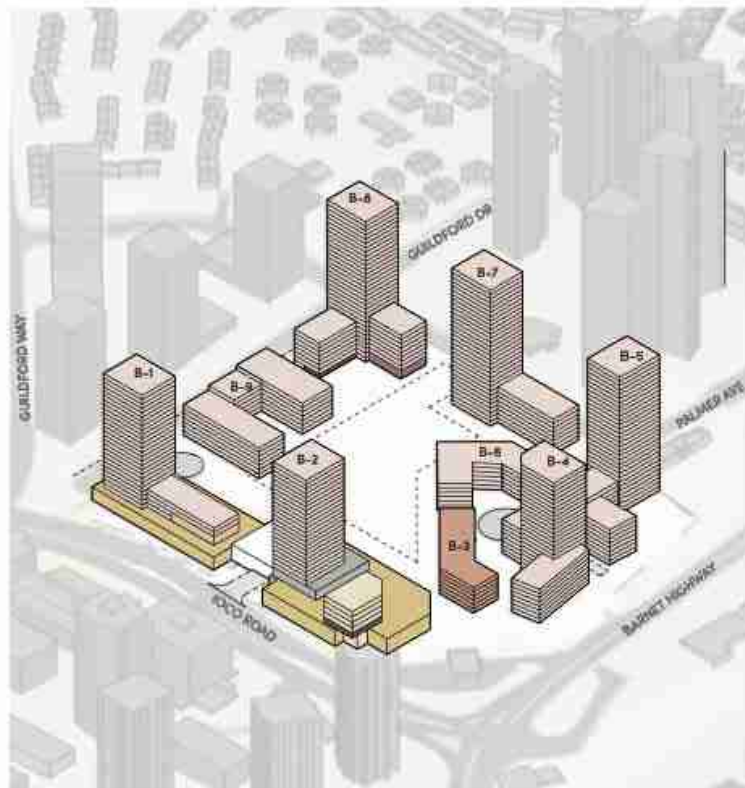
They Travelled These Roads by Mia Weinberg

IOCO ROAD



Journey by Fae Logie and Rainer Daniels

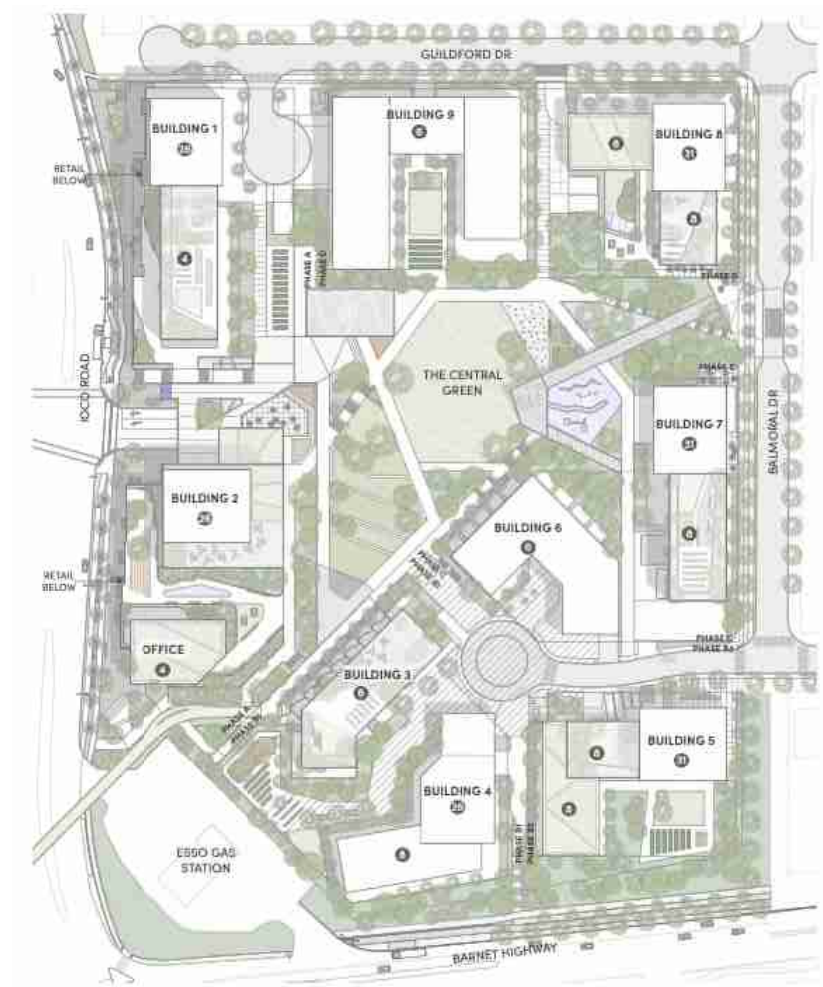
USE PLAN



LEGEND

 MARKET RESIDENTIAL	 DAYCARE
 RENTAL RESIDENTIAL	 CENTRAL RESIDENT AMENITY
 RETAIL	 CITY OWNED AMENITY
 OFFICE	

LANDSCAPE PLAN



PUBLIC ART OPPORTUNITIES

The public art opportunities identified in this Master Public Art Plan are intended to inform future discussions among stakeholders about public art at Coronation Park. These sites are opportunities that immediately present themselves as key areas for public art, but they are not intended to limit or constrain the project team's thinking about opportunities in the future. For example, there may be opportunities for deep integration of public art into building facades or within the ground plane along several of the high traffic commercial or residential frontages or the centrally located sports court. These opportunities can be evaluated by Wesgroup and the project team through the Detailed Public Art Plan processes for the various art pieces as they proceed.

As a guiding principle, public art opportunities have been focused on high-pedestrian traffic, high visibility areas. Moreover, locations that serve as a transitional gateway into and within the Coronation Park community have been identified as offering potential public art opportunities. A concentration of public art funds toward these locations will help establish a sense of excitement for pedestrians entering or passing through the community. Public art at Coronation Park is also envisioned to complement the network of pedestrian pathways, plazas and areas of contemplation and rest throughout the community.

Public art can contribute to the walkways and spaces by inviting individuals to engage and discover the landscape and the parks throughout the project by elevating the walkable places in supporting sociability. These important nodes throughout the project boost opportunities for positive face-to-face encounters while promoting the sorts of repeat encounters that boost social trust, creativity, enduring relationships and even economic growth. Furthermore, casual interactions near and around the public art can also have a positive influence on intergenerational relationships.

Public art budgets will be strategically pooled in specific locations that offer prominent opportunities for public art. Pooling funds provides the ability to maximize the public art budgets for installations in these high visibility locations. The larger budgets allocated toward these opportunities will enable the team to potentially invite international artists to participate in the selection process.

Since the public art opportunities will be located within both private lands and public spaces, attention will need to be given to maintenance and legal division of rights. Each public art proposal will be addressed through a detailed public art plan so that it can be assessed with an understanding of site particulars including any relevant easements, statutory right-of-ways and dedications. Detailed art plans will include provision for maintenance and upkeep.

After several workshops, the design team and Wesgroup have proposed a total of **three installations** be considered for the Coronation Park project. Given the project's 15 year build-out, the respective budgets will be allocated to a particular phase as part of the rezoning process.



POTENTIAL LOCATIONS

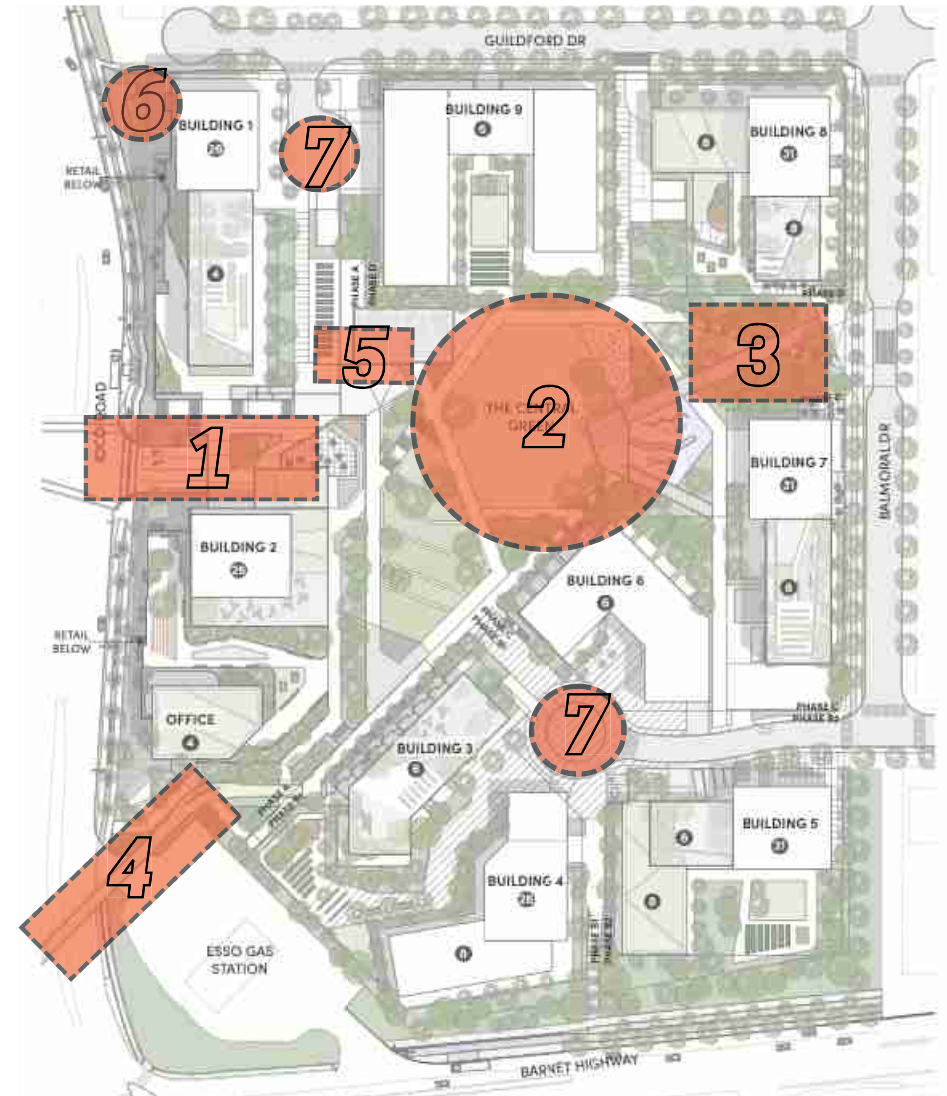
(for consideration)

The adjacent site plan helps in highlighting how the project will provide walkways and entry points to create accessible, open and connected pathways to all sites and services.

These sites and their use have informed the proposed sites for public art. The image on the right provides listing of sites for public art.

Several keynote locations have been suggested (1 - 7) however through the selection and artist proposal process outlined in a detailed art plan, artist will explore further opportunities not limited to the areas designated on the adjacent site-plan.

- **Location 1** - Gateway with potential water or elevator feature. High commercial and vehicular traffic.
- **Location 2** - Accessible and Inclusive. Placemaking potential with grand sight-lines
- **Location 3** - Gateway location with elevation advantage
- **Location 4** - Pedestrian overpass and retaining opportunities. Heavy pedestrian traffic relating to skytrain.
- **Location 5** - Mural Opportunity. Viewership from sport-court users as well as neighbouring towers
- **Location 6** - Highly visible monument location on the corner of loco Road and Guilford Dr.
- **Location 7**: Integrated opportunities with two roundabouts within the site



POTENTIAL ART LOCATION

THE GATEWAY(1)

Location #1 situated at the western gateway to the project, presents an unprecedented opportunity for significant public artwork. Unique in location and architectural scale, this location will be a beacon for the project and its future as a high-energy, transit-oriented hub for Port Moody and beyond. Also paramount is this location and its seen as the commercial hub for the new Coronation Park project. With the expectation of a large format grocer spilling a patio into the plaza below. This location is critical in fostering connectivity and growth through dynamic community interaction.

The project also includes a glass elevator providing vertical circulation from the groundplane to the park. This alone provides itself as a potential site for a light work that could create a larger beacon for the site.

The Coronation Park site has a main corridor that leads into the site, for commercial, office and residential uses, and continues through the site directly to the Coquitlam / Port Moody border. With viewpoints directly through the site, this creates a visual promenade, making the entry point into the site at the mouth a strong public art opportunity. This entry site can also play a significant role in wayfinding for the wider public. This site should focus on a sense of welcoming, marrying the idea of the art as a wayfinder for the development.

The site outlined for public and commercial use along loco (major arterial road) provide several unique opportunities to create meaningful work that is accessible and inclusive to all the residents and visitors of Coronation Park. This work will explore creating art that is interactive for pedestrians while providing a level of benefit that placemakes for drivers as they enter the site via the parkade entrance or are one of the thousands of vehicular viewers who use loco every day.



POTENTIAL ART LOCATION THE CENTRAL GREEN (2)

Coronation Park was reenvisioned as exactly that, a park. The central greenspace (known as The Central Green) is seen as the defining public space for the development. The project design team envisioned this open area as a key public node from design initiation and shaped the architecture to highlight it. The alignment of buildings and open space were intended to emphasize sightlines toward it from all directions. Moreover, due to its location between the towers on all sides, it is a key transitional space for pedestrians and residents alike. This transition from a single family residential neighbourhood consisting of 59 homes to a serene landscaped experience coupled with high density highrise provides a balance of new and native in an attempt to bring both together in harmony.

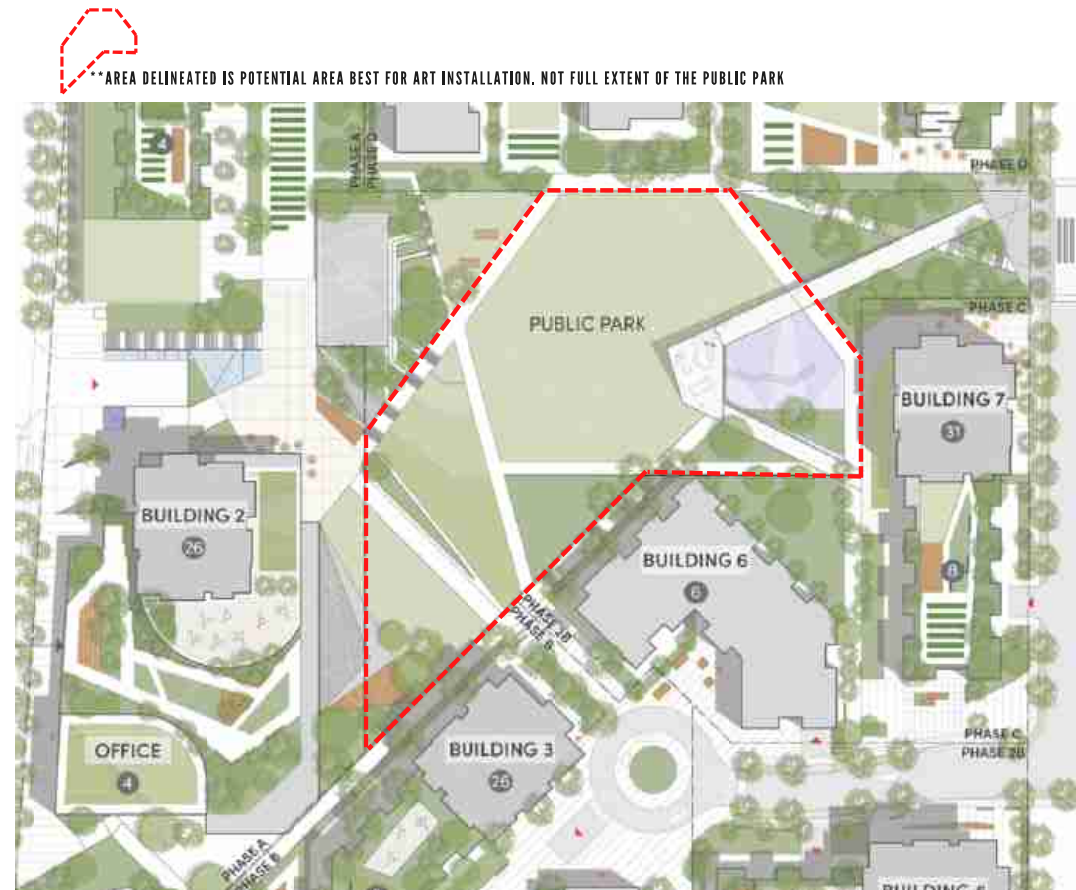
This intuitive site for public art located central to the project lends well to a highly visible art installation. This park is approximately 2.52 acres in size, comfortably hosting a large welcoming permanent artwork installation. This site, its location and size make it an optimal site for public art and provides a suggestion for the artist, providing the most space and least amount of constraints. This shared park space will not only serve as bustling pedestrian hub, but could also be an area to project artistic ideas on a public scale. The installation of a large format piece could be an effective way of grabbing attention while imparting the artist subversive social commentary.

The Central Green will provide an enhanced and activated opportunity for outdoor seating, and lush planting which clearly presents itself as a supplemental artistic opportunity. This opportunity could also be a site specific opportunity to work with a number of stakeholders to develop a work or several works for the unique landscaping of portion of the site.

Alternatively, the park's public art opportunity could showcase a series of related installations using the green space as an exhibition space or outdoor gallery. By providing a series of smaller scattered elements, the activation of this highly trafficked area would provide a departure from a more traditional sculpture and placing more emphasis and focus on form and a broader sensory experience.

The Central Green offers an outdoor public site that offers the general public a free and uninhibited experience during normal business hours as shown in the included renderings. Also shown in these images are the anticipated tree-lines and landscaping portraying visibility across the heavy graded site which will be considered and carefully studied for long-term visibility should the art piece be selected to ultimately be situated in the central park. The park will ultimately be City owned land, so it is important to note is no installation shall be located on both public and private lands (straddling). Furthermore, should the installation be located on public lands consideration should be made on how the piece(s) is to be maintained.

Artists are encouraged to be cognizant of the importance that priority is placed on providing artworks that must be located in areas offering the public a free and unobstructed experience of the work, and in areas providing the greatest opportunities for public interaction.



POTENTIAL ART LOCATION THE CENTRAL GREEN (2)

This potential site, its location and size make it an optimal site for public art and provides a suggestion for the artist, providing the most space and least amount of constraints. This shared community space will not only serve as a bustling pedestrian hub, but could also be an area to project artistic ideas on a public scale. The installation of a large format piece could be an effective way of grabbing attention while imparting the artist subversive social commentary.



POTENTIAL ART LOCATION PEAK PLAZA (3)

Located between Building 7 (Phase C) and Building 8 (Phase D), this proposed art location **#3** is defined as a secondary gateway located at the eastern edge and high point of the site.

This public plaza is located along Balmoral Drive which serves as a border between Port Moody and the rapidly growing city of Coquitlam. This open area provides eastern access to the projects park as well as a starting point for the accessibility guideway and elevated viewing area which overlooks the park. This generous diagonal walkway terminates central to the project and within the heart of the central park.

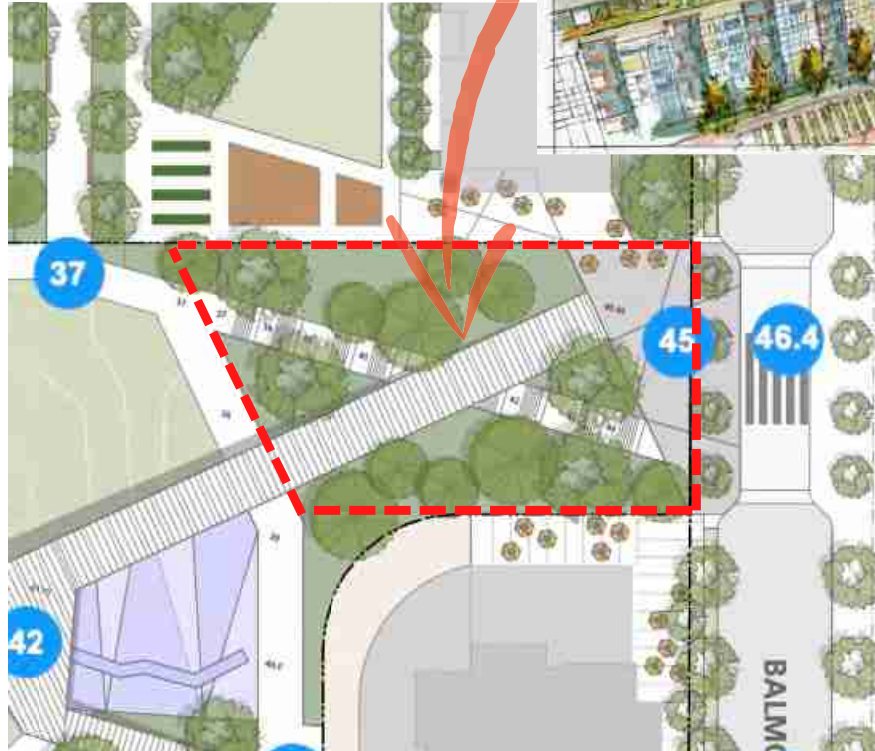
The plaza is oriented to maximize solar gain and while offering generous views of the project as well as beyond towards Rocky Point Park. Furthermore, the landscape surrounding the plaza edges provides excellent opportunities for outdoor seating as well as contemplation relating to the potential public art piece.

The shape of this public realm defines the north and south massing. This gateway location provides an opportunity for a sculptural element in a highly visible, yet relatively spatially constrained location. There is the potential to reconfigure the planter and planting to improve the opportunity of this location.

There is space available on the private side of the property line, but a clearer delineation of public and private space would be required to facilitate this opportunity given the size constraints. Works that cross public/private property lines are not permissible. This site should focus on a sense of welcoming, marrying the pronounced nature of this site due to its elevation while serving as a wayfinder and an iconic symbol for the development overall.



ELEVATIONS (FFE)



POTENTIAL ART LOCATION BARNET HIGHWAY (4A & 4B)



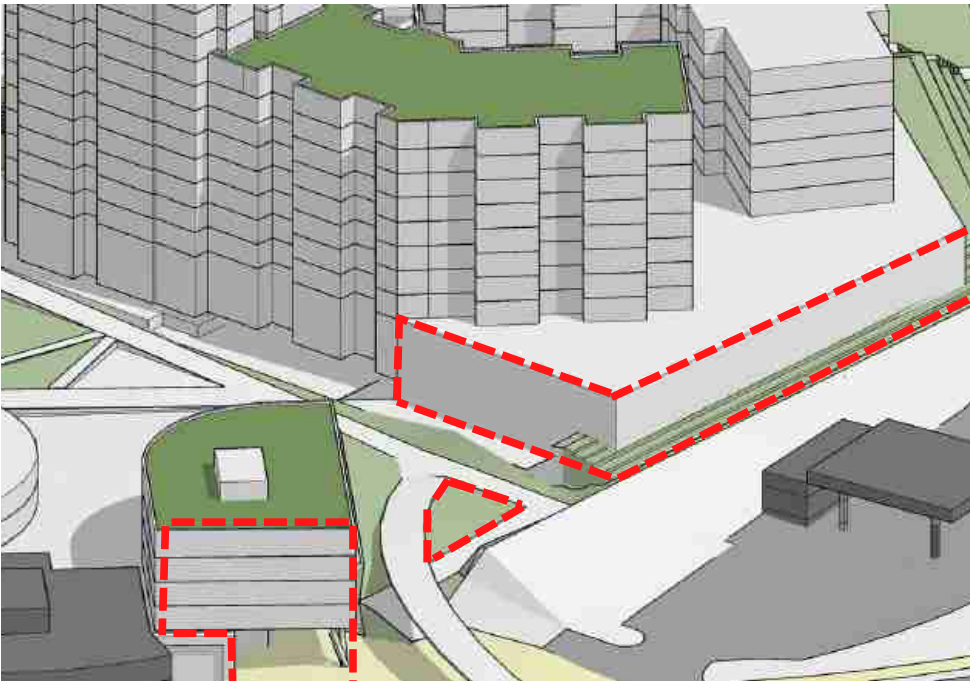
Opportunity #4 contemplates two highly visible and adjacent art locations with a budget of \$800,000.

Opportunity **4A** relates to the retaining and structure surrounding a highly trafficked portal into the Coronation Park project. This location affords the opportunity for what would be an integrated, site specific opportunity to work with a number of stakeholders to develop a work for the unique structure and retaining along this portion of the site. It should be noted that this opportunity creates the strongest site integration, exploring the context of an entry point for daily commuters on their way to-and-from the Inlet Centre Skytrain Station.

Opportunity **4A** provides a canvas provided by the structure of the adjacent office building (north) or residential building (east). Providing a backdrop for photographs and contemplation from the pedestrian overpass. Successful public art in this location would invite pedestrians into the project and further animate this vibrant thoroughfare.

Opportunity **4B** relates to an integrated art piece that would become part of the pedestrian overpass. For this public art opportunity, the artist or artist team would be invited to adapt the proposed structure to add form to the bridge's function.

POTENTIAL ART LOCATION BARNET HIGHWAY (4A & 4B)



It should also be noted there are important aspects of these opportunities that would be determined in dialogue with the City's engineering and Planning groups that guide and frame the possibilities within these two locations.

POTENTIAL ART LOCATION SPORTS COURT (5)

Opportunity **#5** envisions deep integration of public art into the ground plane as it relates to the contemplated sports court. Successful execution would enliven the public realm in a visually impactful way from both users as well as residents and elevated onlookers.

This would provide a horizontal 2D opportunity for an artist to create a work that would scale the entirety of the court.

This particular canvas gives artist the ability to express themselves freely, as there are many opportunities for artists to interpret and portray the history and heritage of the Port Moody and Coronation Park through their work, if they choose to do so.

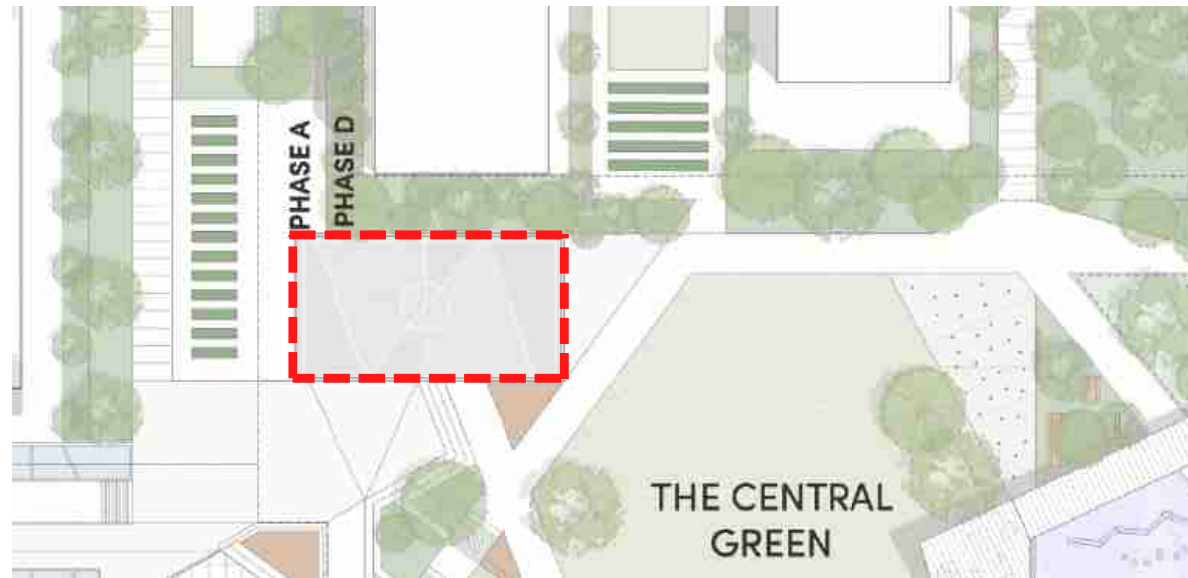
This opportunity provides an opportunity for a local and/or First Nations artist to create artwork which allows residents to connect and learn about the history of the site, and the role individuals and cultures have played.

The intent is to select an artist/artistic group to work alongside the design team in creating a heritage interpretation piece that will develop through historic discovery and understanding. The art for this location is envisioned as a direct commission work, allowing the artist/artistic group a more in-depth development for the installation as well as a more hands-on and close creation process with the site and design team.

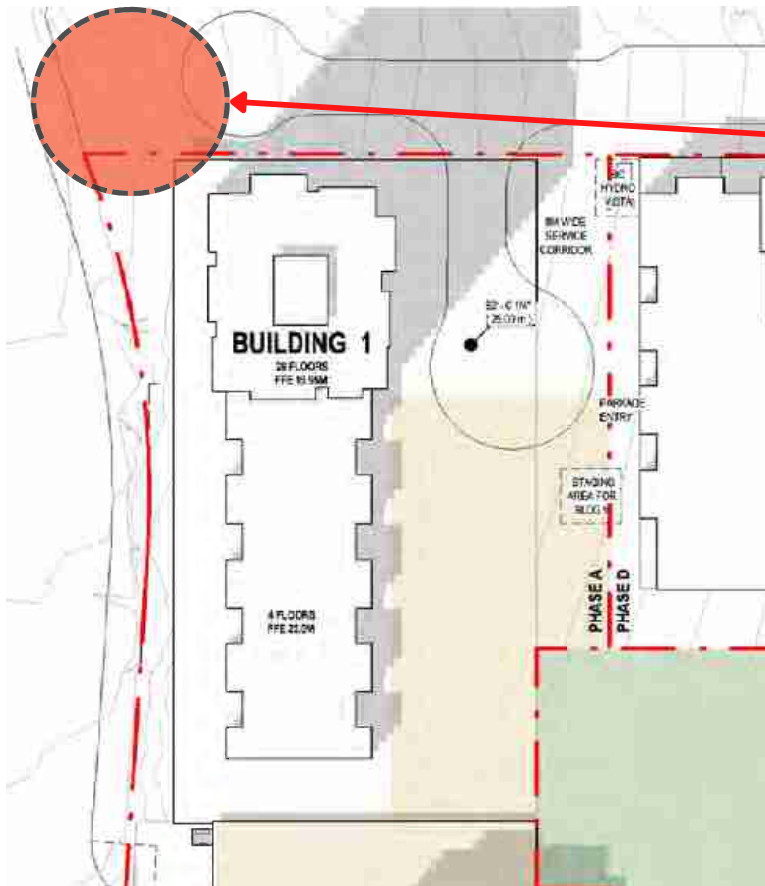
An approximate budget of \$300,000 is proposed to be allocated towards this artwork.

Should there be First Nations engagement, the option of participation in advisory panels, selection juries, and working groups could be utilized to determine first principles in the public art strategy.

Expanded Field will also explore opportunities to engage with local stakeholders.



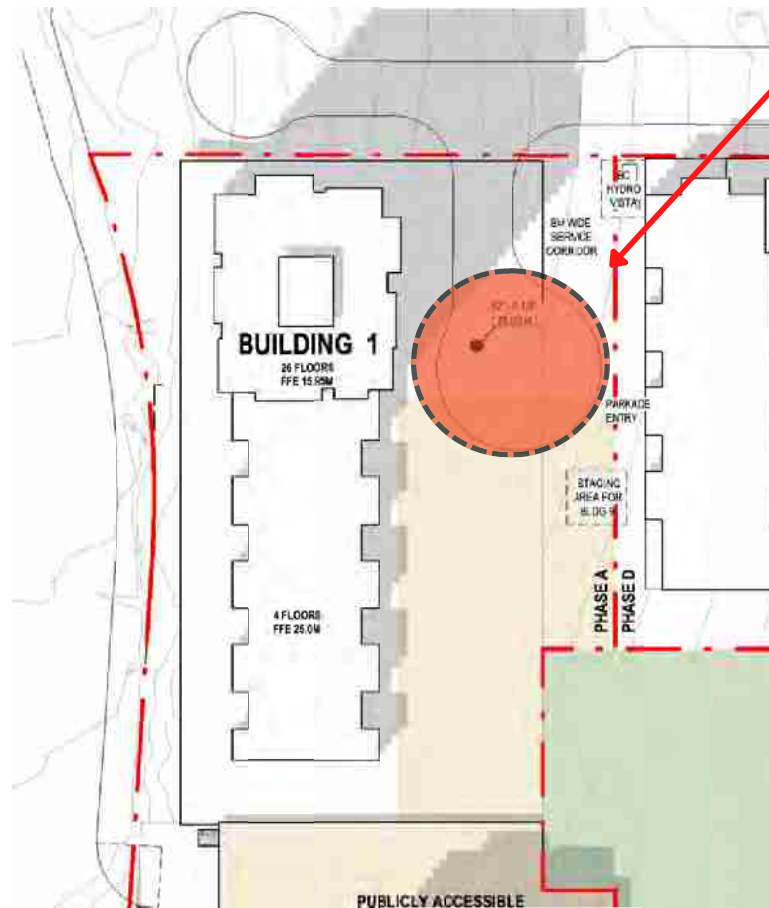
POTENTIAL ART LOCATION CORNER LOCATION (6)



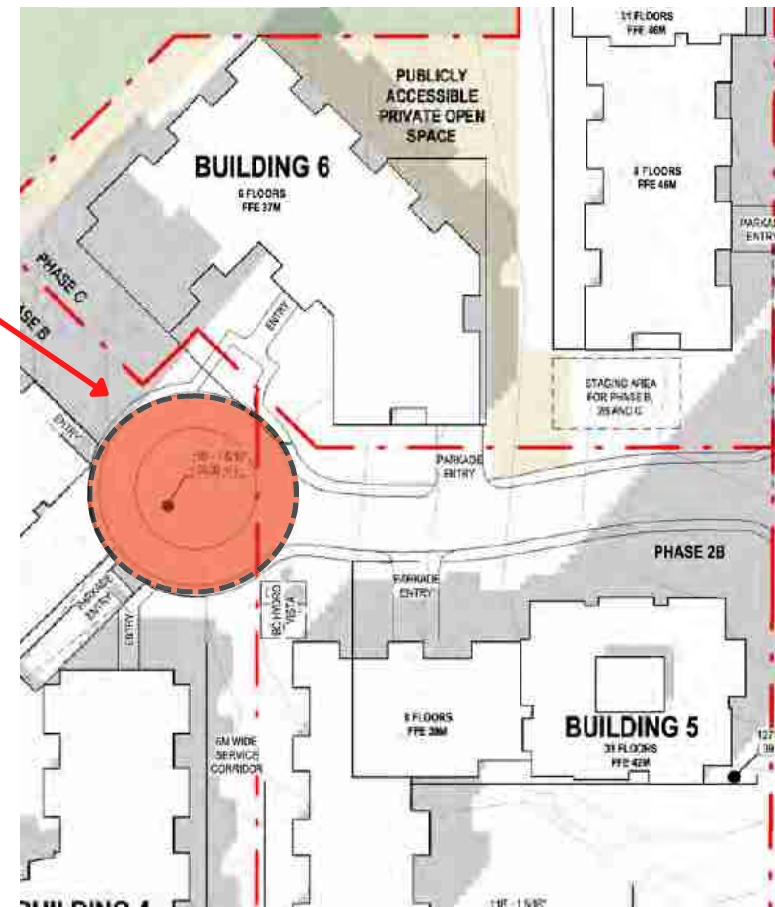
Opportunity #6 provides a high visibility location located on a key corner for the site, visually accessible for both vehicular and pedestrian traffic. The site offers good frontage for a sculptural work and updated renderings show key space for an sculptural work with significant opportunity to work with the landscape and architectural teams to develop the surrounding site to compliment the work.

Situated at the corner of Guilford Dr and loco Road, the site offers one of the most prominent locations, and would be a good opportunity in tandem with Opportunity #1 at the gateway site on loco Road.

POTENTIAL ART LOCATION ROUNDBOUT (7)



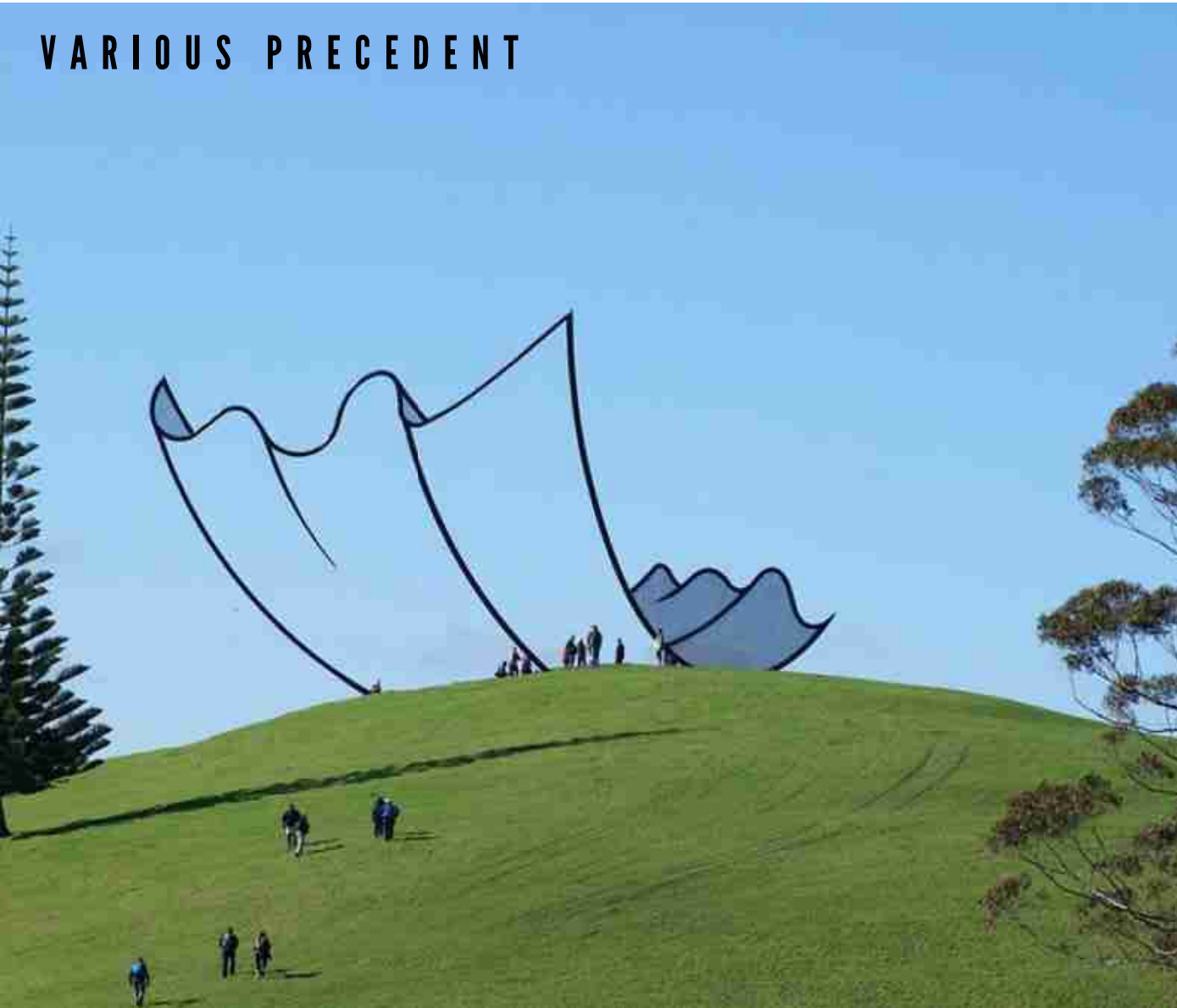
Opportunity #7 provides an interesting location in the project roundabout which help services the adjacent parkades. These location will provide interaction for daily audiences while providing wayfinding and placemaking for residents and visitors alike.



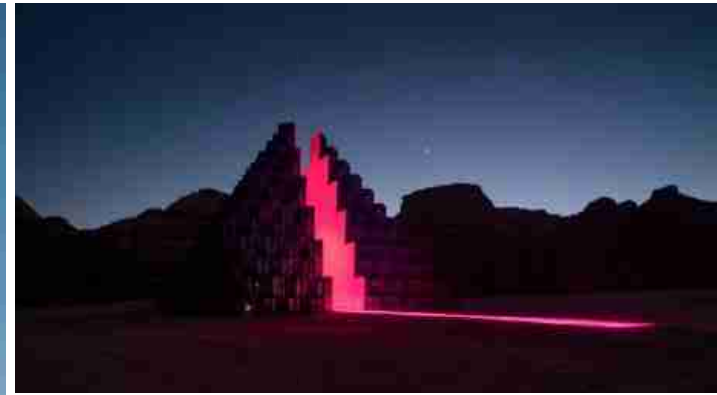
VARIOUS PRECEDENT



VARIOUS PRECEDENT



VARIOUS PRECEDENT



PRECEDENT IMAGES



**BLOB MONSTER - TONY TASSET
WEST LOOP CHICAGO 2010**

FROM HERE TO (THERE)
RAFAEL BARRIOS - NYC



ASH STREET PETERSON

AIR SEA LAND - OKUDA
BOSTON



TOGETHER APART - BEHIN HA DENMARK



SEVEN MAGIC MOUNTAINS
UGO RONDINON



ARNE QUINZE
THE SEQUENCE
BRUSSELS, BELGIUM



REDBALL-KURT PERSCHKE
TAIPE 2012



LEGO CHERRY TREE - JAPAN



THE VERY MANY / MARC FORNES
ZEPHYR
LUBBOCK, TEXAS



PUBLIC ART BUDGET

The total Public Art Budget for the development is calculated at **\$4,800,000** and is based on the eligible project development.

The amount designated for the artworks includes insurance, artist fee, artwork fabrication, engineering certificates, construction coordination, site preparation, delivery, installation, storage if necessary and lighting. Please note all cost savings or unused funds remaining from the administration portion and developer's contingency of the budget will be put towards the artwork.

PUBLIC ART BUDGET

Total Public Art Contribution	\$4,800,000
Large Installation #1 (50%)	\$2,400,000
Small Installation #2 (25%)	\$1,300,000
Mural Installation #3 (8%)	\$300,000
Pedestrian Bridge Installation (17%)	\$800,000
Estimated Consultant Fee	8.5% / Installation
Art Selection Panel Honorarium	\$1,200 / per panelist / Installation
Estimated Selection Process Cost	\$20,000 / per artist / Installation
Developer's Contingency	\$144,000 3% of total
Plaques, Brochures, Events	\$3000 / Installation
Public Art Budget (Net consulting fees, contingency and selection cost)	Subject to number of installations
Artist Fee	20%
Fabrication	65%
Design and Engineering	5%
Insurance	1%
Travel	1%
Logistics for Installation	3%
Installation	5%
Total	\$4,800,000

***this budget is conceptual in nature (Masterplan) and will be finalized through the detailed art plan process once a concept is established and the selected artist develops a complete detailed budget*

SELECTION PANEL

The artist selection process will be a two-stage (long-list / short-list) invitational to professional artists facilitated by a selection panel of recognized members of the local creative community in addition to members of the design team. Additionally, city staff, including the Public Art Coordinator and representatives from Engineering and Planning & Development, should participate in the artist and artwork selection process as non-voting members. In the initial stage, the selection panel will receive a thorough orientation on the Coronation Park development and opportunities for public art placement. The public art consultant in concert with the public art selection panel members, will present a long list of 20 artists for consideration.

The selection panel will collectively review the long-list in order to procure a short-list of two or three artists to independently create a detailed public art proposal. In the final stage, the shortlisted artists will receive a full orientation on the Coronation Park development and the opportunities determined for public art placement. They will be enlisted to develop a detailed artwork proposal and present to the selection panel. Prior to the final presentations, Wesgroup will have an opportunity to review all proposals. Upon a completed proposal and presentation, the artists will be given an honorarium for their work.

There are several key principles that will guide our approach to creating an artist selection panel:

- Aim to create a selection panel that is diverse in terms of gender, age, ability or disability and geographic background
- Aim to include members from a cross-section of professions and positions within the arts community and local First Nations in selection panels wherever possible
- Include international art experts in selection panels for opportunities that are geared toward international artists to provide a global perspective community

SELECTION PROCESS

All stages of the selection process will be facilitated by Expanded Field. Wesgroup and the Public Art consultant will nominate a five-member selection panel that will consist of two art professionals/artists, and two members of the developer's design team in addition to a volunteer from Wesgroup. The art professionals/artists on the panel will be paid a \$1200 honorarium for their work.

Selection Requisites

Artists will be expected to provide a body of work that illustrates their experience in developing work in the proposed mediums, that illustrate their expertise and how to approach the site and the opportunity.

Shortlist: Two to three artists or artistic teams will be shortlisted for a preliminary interview. Shortlisted teams will be provided a walk-through of the site and additional materials to prepare for the preliminary interviews.

Proposal Stage: An artistic team and project will be given a full interview and project proposal review with the selection panel developer, architect and landscape architect.

Artistic Contract Stage: Following the success of this, the selected artist will then be provided a contract to commence their work.

Selection Standards

Appropriate for public space: the submission may reflect a broad range of imagery and styles appropriate for a public place. Imagery including artwork with religious and sexually explicit content is ineligible.

Artistic excellence: the submission must represent the artist's own original work. The submission must reflect professional quality of craftsmanship, mastery of skills and techniques, and/or communication of a unique vision or perspective.

Professional experience: consideration will be given to applicants' professional practice and experience including education or training as an artist, exhibition record, previous commissions, participation in artist-in-residency programs, and other professional activities.



ARTIST SELECTION

Stage One

In stage one of the selection process, the selection panel will be introduced to the Coronation Park project, the public art opportunity and the community context. Expanded Field and the selection panel will conduct in-depth research and nominate a long-list of artists or artist teams for consideration. The selection panel will collectively discuss the merits of the nominated artist's past work and potential fit with the subject public art opportunity. At this time, the advisory group will be engaged to review and make comments on the current list and its development. Upon review, the selection panel will determine a short-list of two or three artists to be invited for an interview. An additional three artists or artistic groups will be selected as contingency should any of the top selections be unavailable.

Stage Two

The short-listed artists will be given a full orientation from the project team including the developer, architect, and landscape architect.

Following the orientation, the selection panel will conduct interviews with the artists confirming the artist availability. The selected artists will then develop a proposal to be presented to the selection panel for final acceptance. Once an artist has been selected, Expanded Field will facilitate the artist entering into a contract with Wesgroup to complete the installation.

Please note: The two or three short-listed artists will be provided compensation for their concept proposal presentation. Only the two Art Professionals from the 5 members of the selection panel will be paid the \$1,200 honorarium for their work.



ARTIST CONTRACT

Following the jury's review of the short-listed artist proposals, a final artist and artwork will be recommended for selection by Wesgroup in consultation with the public art consultant and City of Port Moody staff members. The artist selected will enter a contract agreement with Wesgroup to complete the proposed artwork on time and budget. Due to the significant timelines associated with a project of this scale, careful consideration will be given in estimating material cost, storage and project timelines.

PUBLIC ART CONSULTANCY BREAKDOWN

Project Initiation: Exploration and Project Overview:

- Client communications
- Define scope of work and schedules for deliverables
- Client, other stakeholders, and design team meeting for general project overview, discuss potential art opportunities
- Review potential approach with team, discuss and explore preferred methodologies, themes, timelines and deliverables

Preliminary & Detailed Public Art Plan Proposal and

Completion: Preliminary Public Art Plan Proposal consists of a written proposal document identifying the artwork's estimated budget, the form and goals of the public art opportunities.

- Gather and evaluate relevant documents/Bylaws/Comparable documents etc.
- Develop timelines in relation to construction phasing
- Communicate all art opportunities and prepare budgets and detailed art allocations (ie. Monumental Art Installation vs. Integrated Art)
 - Considerations for visibility for pedestrians and/or motorists
 - Proximity to high pedestrian activity areas, places of public gathering, public open spaces and recognized pedestrian routes
 - Opportunities to expand on existing or future public artworks as part of an existing or proposed multi-artwork concept

Detailed Public Art Plan: Describes the selected public art site and concept and:

- Budget allocations
- Schedule refinement
- Artwork fabrication & installation plan
- Progress reports
- Anticipated needs for dedication and/or encroachment
- Proposed maintenance plan
- Develop artist selection processes
- Present Public Art direction to City staff for comment
 - Introduction of Draft Detailed Public Art Plan
 - Inclusive of Public Art Budget / Timelines / Art Locations / Themes

Artist Selection Process and Final Artist/Proposal Selection:

- Liaise with and determine an extensive network of artist to define the best aspirants for the project.
 - Determine Artist Long-List
 - Prepare an exhibition and information document outlining the long-List

Present and establish the Artist Selection Panel: 5 members

- Prepare Presentation Package for Panel outlining project information and objectives
- Client and Consultant confirm artist short list
- Coordination of Artist Concept Proposal Presentations
- Selection of final artist and artwork
- Artist contract preparation

Project Management and Execution:

- Timing and Feasibility: Scope review, scheduling and milestone plan, risk-list and contingencies
- Cost Review: Verification of Sub-contractors and Sub-suppliers, assignment of resources, tendering of fabrication consultants, letters of Credit estimations.
- Fabrication and Installation Agreements

Installation and Quality Control:

- Transport tracking, coordination of storage
- Installation verification

Final Report & Substantial Completion:

- Distribute substantial completion to Wesgroup for circulation

Biographical details of the artist(s)

- Artist statement and specifications of the artwork
- Other related materials as needed to reveal the artwork and/or artist intentions
- A copy of the artist's maintenance plan/Manual
- Grand Opening Event and Media Liaison.
- Plaque and Strata Corp documentation

wesgroup



EXPANDED FIELD

SCHEDULE I

TDM PLAN

TECHNICAL MEMORANDUM

TO: City of Port Moody
FROM: Gary Vlieg, P.Eng., Creative Transportation Solutions Ltd. (CTS)
DATE: 6 March 2024
RE: Coronation Park TDM Plan for Rezoning
FILE NO: 7224-01

1.0 BACKGROUND

CTS submitted a traffic impact assessment report, dated 15 July 2022, entitled “*Coronation Park TOD Traffic Impact Assessment*” for consideration by the City of Port Moody. Included in this report is a list of potential TDM measures that could be included in the rezoning development application. The City of Port Moody has requested that a more detailed TDM plan be prepared and submitted for their consideration.

Per the City of Port Moody's Official Community and Neighbourhood Plan, Coronation Park is envisioned as a transit-oriented mixed used neighbourhood. It is made up of a variety of multi-family housing forms and includes a significant commercial component to serve residents and create employment. The proposed application is consistent with the goals of the OCP to encourage and support alternative modes of transportation as well as avoid the use of motorised transportation. Coronation Park rezoning has been designed with the intent of creating a community where people have access to all of their daily needs therefore limiting the need to use a vehicle.

The recently enacted Provincial legislation regarding transit-oriented areas specifically denies local governments the right to require residential parking for developments within 800 metres of a SkyTrain station. The only exception to this is that the development must provide the parking required for persons with disabilities. In the case of development around SkyTrain stations, applicants have the option of eliminating almost all of the residential parking but still must provide the required parking for all of the non-residential uses. Considering this very recent legislation, this development application is no longer required to have a residential TDM plan.

Notwithstanding this very recent change in legislation, Wesgroup is proposing a TDM plan as outlined below.

The proposed application incorporates various forms of Transportation Demand Management measures that have been included in overall concept and design for the site. The application supports alternative forms of transportation modes, by:

- creating a community where residents can live, work, play, and shop without needing to use a vehicle- including over 2.5 kilometres of pedestrian and cycle infrastructure both within the boundary of the site, as well as along the site frontages
- including significant improvements of road frontages to include dedicated off-street bicycle and pedestrian pathways
- including a pedestrian overpass to facilitate safe and efficient movement from Inlet Centre Skytrain Station into Coronation Park and the surrounding areas
- including reduced parking ratios
- providing underground parking for all long-term off-street parking
- including urban plazas, and pedestrian and cyclist oriented public gathering spaces as a wider system of connected greenways

In addition to the above major items, this Technical Memorandum is intended to summarize additional Transportation Demand Management measures for Coronation Park

2.0 POTENTIAL TDM MEASURES

Transportation Demand Measures is the application of strategies and policies to reduce travel demand, or to redistribute this demand in space or in time. Another definition, adopted by the FHWA is *“Managing demand is about providing travellers, regardless of whether they drive alone, with travel choices, such as work location, route, time of travel and mode. In the broadest sense, demand management is defined as providing travellers with effective choices to improve travel reliability.”*

It has been demonstrated that the most effective TDM measures involve facilitating the use of public transport. Given that the entire site is less than 800 metres walking distance (used by transportation professionals as the maximum walking distance to rail transit) to the SkyTrain station the project will accomplish a critical TDM measure by constructing a pedestrian overpass of loco Road that directly ties into the development on the east side and ties to Inlet Centre station on the west side.

For the Wesgroup Properties Coronation Park development the proposed TDM package will include:

1. On-site wayfinding – this wayfinding will include signage to assist persons in locating themselves within the development as well as highlighting key destinations and routes both within the development (e.g., access to commercial, access to bicycle parking, vehicle parking, access to public transport). The signage will be designed in such a way as to facilitate expansion as subsequent phases of the project are developed.
2. Car share parking – the project will provide three stalls in Phase A to facilitate the provision and use of car share. Additional car share parking will be provided in each phase of the development and the amount will be determined based on the results of the TDM monitoring conducted at the end of each Phase.

3. Preferential location for bicycle parking – bicycle parking for residents and employees will be located as close as practicable to elevator cores and entrances.
4. Secure bicycle parking for all residents – with the cost of higher end road bicycles and e-bikes measured in the thousands of dollars, secure bicycle parking is key to ensuring that the bicycle is viable transport alternative. The project will incorporate secure bicycle parking for every phase that will incorporate maintenance and wash stations.
5. Visitor bicycle parking – high quality racks to secure bicycles will be provided near the entrance of each residential building for use by visitors.
6. Enhanced transit shelter – loco Road NB and Barnet Hwy WB – Wesgroup will work with Translink and the City of Port Moody to ascertain appropriate sizing and design of the shelters.
7. Comprehensive communications strategy to residents on alternative modes of transportation – will include either a website and/or bulletin boards for ride matching

In addition to the above measures, the non-residential land uses proposed for Phase 1 of the development will also function as a TDM measure by providing opportunities for project residents to avoid the automobile to shop for groceries, toiletries or some personal services.

3.0 MONITORING OF TDM EFFECTIVENESS

Given that the vehicular trip generation for the site is based on having effective TDM measures, the most efficient means to gauge the TDM plan is to undertake vehicle count for the residential component of the Coronation Park development. As each phase is constructed and occupied, it is proposed to undertake weekday peak period vehicle traffic volume counts at the entrance/exit for the residential component of the underground parking. It is also recommended that the counts be undertaken no earlier than six (6) months after reaching at least 80% occupancy – this will allow residents sufficient time to settle into a “typical” travel pattern. Upon completion of the monitoring conducted at the end of the build-out of each phase, the TDM measures proposed in Section 2.0 will be evaluated by the City of Poort Moody and Wesgroup to determine their effectiveness.

Wesgroup is proposing to monitor the effectiveness of the various TDM measures as follows:

1. Residential passenger vehicle counts at the access points
2. Residential bicycle trip counts
3. Measure the usage of the car share (daily, weekly)

The data collection would be undertaken 3 months, 6 months and 12 months after each phase has received its occupancy permit.

4.0 CONCLUSIONS

The combination of the proposed land uses and considerations already included within the rezoning application, the TDM measures noted above will serve to encourage residents to utilise modes of transportation other than the private automobile. The proposed monitoring program will assist both Wesgroup and the City of Port Moody in assessing the effectiveness of the Coronation Park development as a Transit Oriented Development (TOD).

Should you have any questions regarding this memo, please do not hesitate to contact me.

Regards,

CREATIVE TRANSPORTATION SOLUTIONS LTD.

CTS Permit to Practice: 1000697

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Vice President

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SCHEDULE J
CAC CALCULATION

BUILDING	% OF TOTAL SITE FAR	FAR TOTAL	RATE	TOTAL CAC PAYMENT
B1	11.5%	154,830	\$6.00	\$928,977
B2	9.9%	133,505	\$6.00	\$801,029
B3	3.9%	52,652	\$6.00	\$315,913
B4	14.1%	189,764	\$6.00	\$1,138,582
B5	16.7%	224,641	\$6.00	\$1,347,847
B6	4.9%	66,009	\$6.00	\$396,056
B7	14.4%	193,843	\$6.00	\$1,163,057
B8	16.1%	216,564	\$6.00	\$1,299,385
B9	8.3%	111,208	\$6.00	\$667,246
TOTAL	100%	1,343,016		\$8,058,093

SCHEDULE K
PROPOSED FIRST SUBDIVISION PLAN

BCGS 92G.026

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN
GEODETIC CONTROL MONUMENTS 82H5263 AND 82H5266 AND ARE
REFERRED TO CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY
ACHIEVED ARE DERIVED FROM THE MASCOFT PUBLISHED COORDINATES
FOR GEODETIC CONTROL MONUMENTS
82H5263 AND 82H5266.

NAD83 (CSRS) 4.0.0.BC.TAFRD UTM ZONE 10 COORDINATES			
TABLET MARKING	NORTHING	EASTING	ABSOLUTE ACCURACY
82H5263	5458980.887 m	512052.506 m	0.01 m
82H5266	5458983.837 m	512418.378 m	0.01 m

BOOK OF REFERENCE A

LOT 10 TO 6, 8 TO 10 AND 12 TO 20 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 1 DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 2 DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

PANEL 1: EXPLANATORY PLAN 28902 LOT 12 AND 13 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 13 EXCEPT PANEL 1: EXPLANATORY PLAN 28902 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 10 TO 13 DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 10 TO 13 DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 10 TO 6 AND 8 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 8 AND 10 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 10 TO 6, 8 AND 11 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 8 EXCEPT PANEL 1 SHOWN BY PLAN 23796 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 10 TO 12 DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 23796

LOT 10 TO 10 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

LOT 10 TO 12 BLOCK "D" DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

PANEL 1: SHOWING REFERENCE TO AN EXISTING DISTRICT PLAN 23796 LOT 10 TO 12 DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 14859

BOOK OF REFERENCE F

LOCATION	AREA	UNIT
LOT 1 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	876.8	0
LOT 2 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	1086.3	1
LOT 3 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	1067.3	1
LOT 4 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	752.5	0
LOT 5 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	597.6	0
LOT 6 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	942.1	0
LOT 7 DISTRICT LOT 333 GROUP 1 NEW RECTANGULAR DISTRICT PLAN 09191797	702.6	0
TOTAL	5836.3	2

THIS PLAN LIES WITHIN THE JURISDICTION OF THE
APPROVING OFFICER FOR THE CITY OF PORT MOODY.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 4 DAY OF _____, 2022
STEPHEN ANDREWS, BOLS (1027)
EOR# _____

THIS PLAN LIES WITHIN THE METRO

DRAFT JUNE 19, 2024

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Tel. 604-513-9611

Ftcl 5045
Dwgt 5045-S1 rev3

