

MEMORANDUM OF UNDERSTANDING

This MOU is made the 16th day of July, 2020

BETWEEN:

0968778 B.C. Ltd., Inc. No. BC1213443

#200 1010 Seymour Street
Vancouver, B.C.
V6B 3M6

(the "**Applicant**")

AND:

CITY OF PITT MEADOWS

Municipal Hall
12007 Harris Road
Pitt Meadows, B.C.
V3Y 2B5

(the "**City**")

WHEREAS the Applicant is the owner in fee-simple of those certain parcels or tracts of land and premises, situate, lying and being in the City of Pitt Meadows, Province of British Columbia, and more particularly known and described as:

PID: 011-338-385

Lot 1, District Lot 254, Group 1, New Westminster District, Plan 8763

PID: 011-338-415

Lot 2, District Lot 254, Group 1, New Westminster District, Plan 8763 Except Plan
BCP49951

PID: 011-338-423

Lot 3, District Lot 282, Group 1, New Westminster District, Plan 8763, Except Plan
BCP49951

PID: 011-338-458

Lot 4, District Lot 282, Group 1, New Westminster District, Plan 8763

(the "Lands");

AND WHEREAS the Applicant has applied for a Development Permit (DP) for areas of the Lands known as Phases 3 and 4 in connection with its development of an industrial park on the Lands;

AND WHEREAS the Applicant has tentative lease arrangements and has requested that the City set out some understandings of issues and priorities that may help guide the Applicant in seeking to ensure that its DP application and any of its third party negotiations proceeds in a manner that is in accordance with the DP guidelines and in a timely fashion;

NOW THEREFORE, the parties acknowledge the following non-binding understandings:

1. Transparency and openness are fundamental to the City's governance, particularly with respect to land use decisions and so the parties agree that once executed, this MOU will immediately be released publicly.
2. This MOU is non-binding and is intended only to set out some statements of principles, identification of priorities and to provide guidance to the Applicant in its application for a DP for the Lands.
3. While this MOU is not a legally binding contract, the parties are committed to working in good faith towards solutions that reflect and respect their mutual priorities, as generally described herein.
4. For certainty, nothing herein in any way fetters, limits or restricts the City in the exercise of its legislative discretion.

5. The City's current understanding is that an important part of the construction of a building on Phase 3 is a large canopy to shelter and cover for commercial vehicles during loading and unloading and so long as adequate buffering and landscaping, as well as noise attenuation steps are undertaken, as proposed in Schedule A, it is expected that such a canopy and the outdoor loading area below such canopy would be capable of being designed to be consistent with the City's DP form and character guidelines.

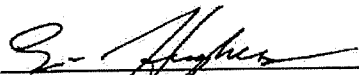
6. The City also understands that the Applicant is proposing multiple movement access points along both Airport Way and Harris Road on phase 3 and 4 for its major tenant and that a detailed traffic impact assessment, road safety and capacity analysis will be undertaken by the Applicant. Multiple intersections or all-movement intersections were not previously anticipated to be included with the Airport Way widening and signalized intersections at Bonson Rd and Harris Road. The City is however open to reviewing the options and access points further, provided that there is a commitment to harmonize and seek synergies as follows:
 - a. public access to the Amenity Lands off of Airport Way;
 - b. to minimize intersections;
 - c. accommodate connection into the Golden Ears Roundabout; and
 - d. minimize both short and long-term traffic impacts.
 - (a) The Applicant acknowledges the need to design the form and character of the buildings proposed to reflect the South Harris Business Park Design guidelines and where such guidelines may not fully be met to provide alternative solutions to address the concerns underlying such form and character guidelines, including viewscales, screening, noise issues and noise attenuation measures, traffic and access impacts, landscaping, buffers and berms and to that end, the Applicant confirms that it is

proposing as part of its final DP application to undertake the following Traffic planning and access shall be designed to minimize neighbourhood impacts, including:

- (i) Those issues referenced in Section 6 above;
 - (ii) Aligned access points between Phases 3 and 4 on Airport Way and with adjacent Phases 1 and 2 on Harris Road;
 - (iii) Safe pedestrian and cyclist connections; and
 - (iv) Phase 3 and 4 access shall also be designed to direct traffic away from residential neighbourhoods;
- (b) Berms shall be increased along Fraser Way;
 - (c) The applicant will make best efforts and work with the potential tenant(s) of the building proposed for Phase 4 to locate an office component at the south east corner of the building;
 - (d) There shall be extensive landscaping around the large building on phase 4 to conceal the building size in particular;
 - (e) There shall also be a noise attenuation wall built within the parking lot area in phase 3 as shown in Schedule "A";
 - (f) Explore the possibility of a noise attenuation wall on Phase 4 adjacent to the residential development on the east property line;
 - (g) For phase 3, there shall be additional buffer areas adjacent to the Amenity Lands;
 - (h) The canopy proposed for phase 3 shall be landscaped and screened, in addition to the buffer area to the North, as identified in Schedule A;
 - (i) The buffers and berms shall wherever possible be built prior to construction to limit impact of construction noise; and
 - (j) Direct storm water to the Fraser River, wherever possible, with infrastructure that is owned and managed by the Applicant and incorporate storm water detention facilities to minimize any impact along the Katzie Slough and associated Baynes Road Pump Station.

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


The Corporate Seal of 0968778 B.C. Ltd.,)
Inc. No. BC1213443 was hereunto affixed in)
the presence of:)


_____)
Authorized Signatory)


C/S

_____)
Authorized Signatory)

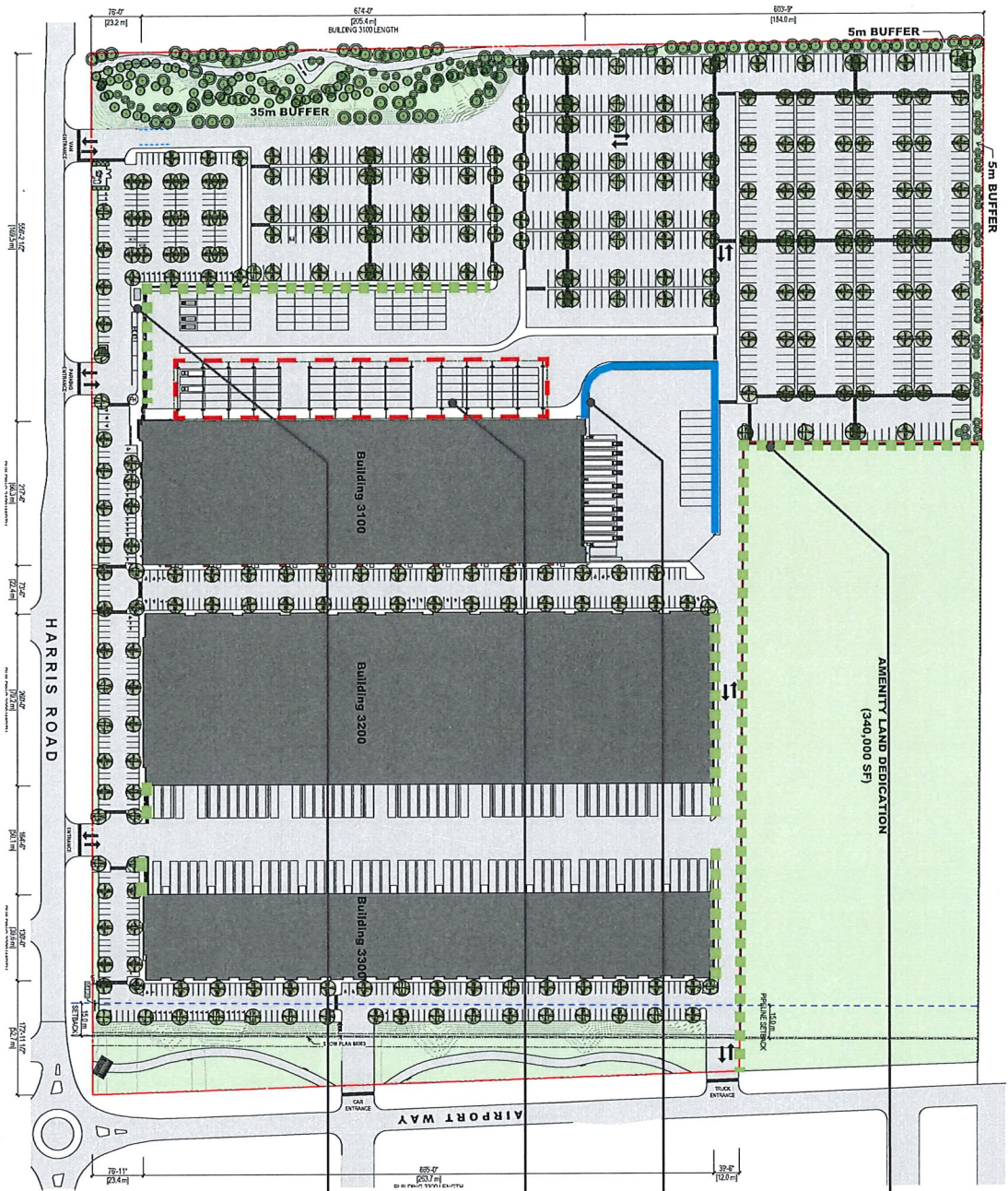
The Corporate Seal of the City of Pitt)
Meadows was hereunto affixed in the)
presence of:)


_____)
Mayor)

C/S

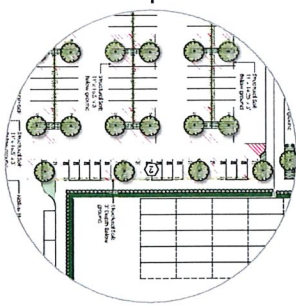

_____)
Corporate Officer)

SCHEDULE A



- PROPOSED ACOUSTICAL WALL
- - - CANOPY OVER LOADING AREA
- - - ADDITIONAL LANDSCAPE SCREENING

HEDGING TO SCREEN CANOPY



- CANOPY OVER LOADING AREA
- ACOUSTICAL WALL
- HEDGING AROUND AMENITY LAND

