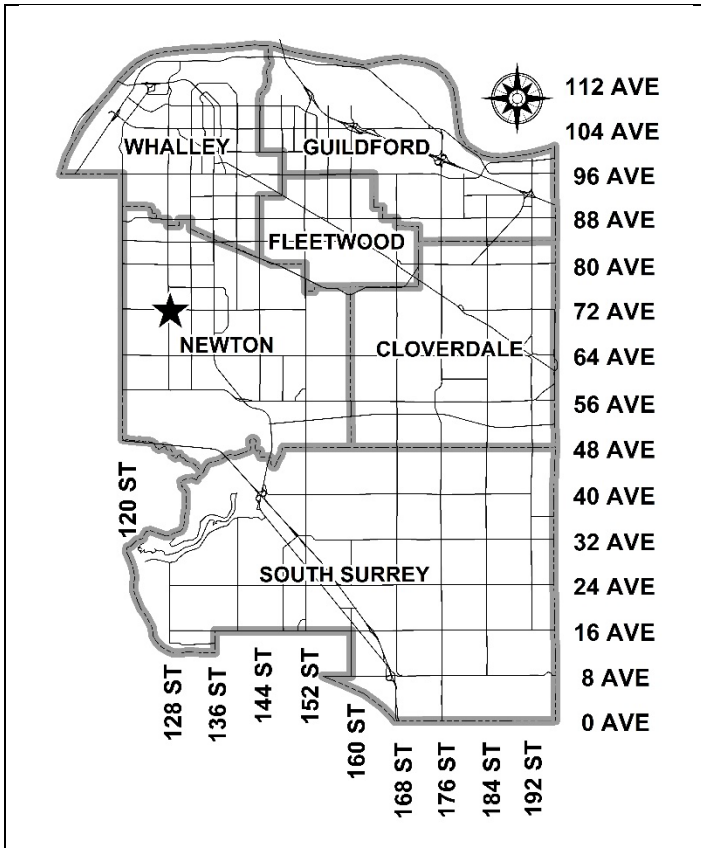


City of Surrey  
**PLANNING & DEVELOPMENT REPORT**

Application No.: 7921-0162-00

Planning Report Date: March 6, 2023



**PROPOSAL:**

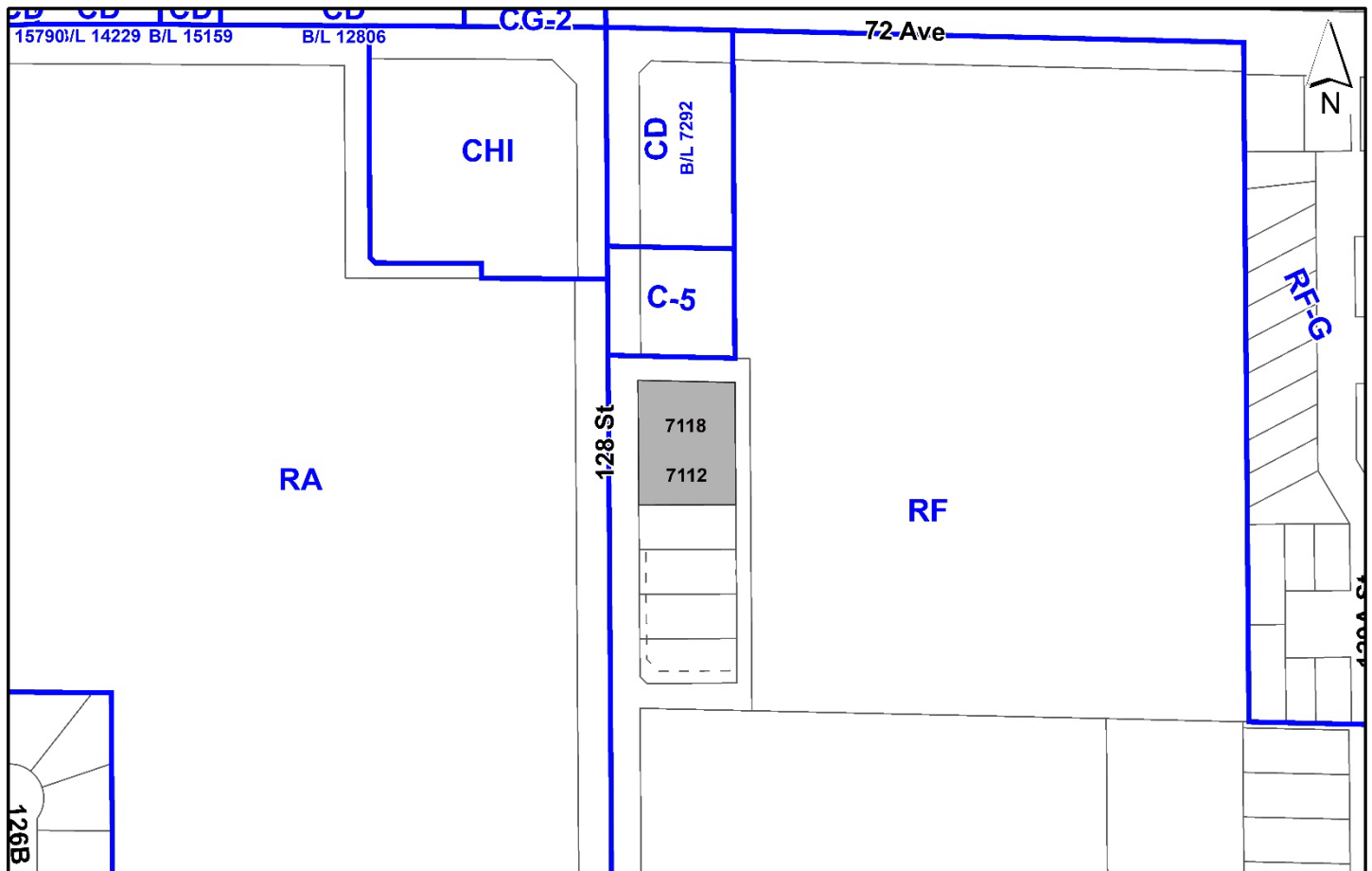
- **OCP Amendment** from Urban to Multiple Residential and to allow an FAR of 2.00 within the Multiple Residential land use designation
- **Rezoning** from RF to CD
- **Development Permit**
- **Housing Agreement**

to permit the development of a five-storey mixed-use building with commercial units on the ground floor and 47 market rental residential units above.

**LOCATION:** 7112 - 128 Street (7118 - 128 Street)

**ZONING:** RF

**OCP DESIGNATION:** Urban



## RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for:
  - OCP Amendment; and
  - Rezoning.
- By-law Introduction, First, Second and Third Reading for a Housing Agreement.
- Approval to draft Development Permit.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- The applicant is proposing an amendment to the Official Community Plan (OCP) to redesignate the site from "Urban" to "Multiple Residential" and to allow an FAR of 2.00 within the Multiple Residential land use designation.

## RATIONALE OF RECOMMENDATION

- The proposed Official Community Plan (OCP) amendment to redesignate the site to Multiple Residential would provide for an apartment form. Under the Urban designation, the maximum unit density that may be achieved is 72 units per hectare (30 upa) and apartment buildings are not permitted. The proposal requires an amendment to the Multiple Residential land use designation in the Official Community Plan (OCP) in order to increase the allowable density to 2.00 FAR.
- The proposed OCP amendment reflects the site's location on an arterial road served by transit (128 Street), and the site's proximity (less than 150 metres) to the intersection of 72 Avenue (an existing Frequent Transit Network) and 128 Street. The proposal supports the proposed R6 Scott Road Rapid Bus, which is anticipated to run along 72 Avenue at this location, with a targeted start in late 2023.
- The proposed use, density, and building form are appropriate for this part of Newton, particularly since the site is located across from the Kwantlen Polytechnic University Newton Campus.
- The proposal supports Surrey's Affordable Housing Strategy to encourage the development of secured purpose-built rental housing in locations close to Frequent Transit Networks. The proposed 47 market rental apartment units will be secured through a Housing Agreement.
- The proposed building achieves an attractive architectural built form, which utilizes high quality materials and contemporary lines. The street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.

**RECOMMENDATION**

The Planning & Development Department recommends that:

1. A By-law be introduced to amend the OCP Figure 3: General Land Use Designations for the subject site from Urban to Multiple Residential and a date for Public Hearing be set.
2. A Bylaw be introduced to amend the OCP, 'Table 7a: Land Use Designation Exceptions' to allow for an FAR of 2.00 within the Multiple Residential land use designation and a date for Public Hearing be set.

"Bylaw No.	Land Use Designation	Site Specific Property	Site Specific Permission
Bylaw #	Multiple Residential	7112 - 128 Street 008-130-825 South Half Lot 1; Except: Firstly: Part Subdivided By Plan 16116 And Secondly: Part Subdivided By Plan 18420; Thirdly: Part On Plan Bcp7030 Section 17 Township 2 New Westminster District Plan 1183	Density permitted up to 2.00 FAR (net calculation)

3. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 475 of the Local Government Act.
4. A By-law be introduced to rezone the subject site from "Single Family Residential Zone (RF)" to "Comprehensive Development (CD)" and a date be set for Public Hearing.
5. A By-law be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.
6. Council authorize staff to draft Development Permit No. 7921-0162-00 generally in accordance with the attached drawings (Appendix I).
7. Council instruct staff to resolve the following issues prior to final adoption:
  - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
  - (b) submission of a road dedication plan to the satisfaction of the Approving Officer;
  - (c) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;

- (d) the applicant enter into a Housing Agreement with the City to secure the rental tenure of the proposed 47 residential units for a period of 20 years;
- (e) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;
- (f) submission of a noise mitigation report for the units adjacent to 128 Street and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures;
- (g) registration of a Section 219 Restrictive Covenant requiring the applicant to pay all applicable contributions for Public Art, Affordable Housing and/or Capital Projects Community Amenity Contributions for the residential portion of the building should the project be converted from rental housing to market units at any point in the future, after expiry of the housing agreement;
- (h) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art for the commercial portion of the building, to the satisfaction of the General Manager Parks, Recreation and Culture; and
- (i) provision of an access easement in favour of the parcel to the south at 7102 – 128 Street, to allow surface access from the proposed lane entrance to the property at 7102 – 128 Street.

## SITE CONTEXT & BACKGROUND

Direction	Existing Use	OCP Designation	Existing Zone
Subject Site	Single family dwelling	Urban	RF
North (Across lane):	Commercial building	Urban	C-5
East (Across lane):	Princess Margaret Secondary School	Urban	RF
South:	Single family dwelling	Urban	RF
West (Across 128 Street):	Newton Kwantlen Polytechnic University	Urban	RA

### Context & Background

- The subject site is located at 7112 – 128 Street and is 2,037 square metres in area. The parcel contains a single family dwelling which is proposed to be demolished as a condition of Final Adoption. The parcel is zoned "Single Family Residential Zone" (RF) and designated Urban in the Official Community Plan (OCP).
- The subject site is bordered to the north, across a lane, by a commercial building, and to the east, also across a lane, by Princess Margaret Secondary School. To the west, across 128 Street, is the Newton campus of Kwantlen Polytechnic University.

- There is a single family lot to the south, at 7102 – 128 Street, and south of that parcel is an active Development Application (No. 7918-0311-00) which is currently at Third Reading. Development Application No. 7918-0311-00 is proposing a 4-storey mixed use rental building. The subject applicant has tried to acquire the single family parcel at 7102 – 128 Street, but has not been able to consolidate this parcel. Staff also made numerous attempts via phone, email and registered mail to contact the owner of the parcel at 7102 – 128 Street, but no replies were received. A concept plan showing a potential 2-storey development at 7102 – 128 Street was developed by the applicant to demonstrate potential future development potential for this lot owner.

## DEVELOPMENT PROPOSAL

### Planning Considerations

- The applicant is proposing:
  - An Official Community Plan (OCP) amendment from Urban to Multiple Residential, and to allow an FAR of 2.00 within the Multiple Residential land use designation;
  - A rezoning from "Single Family Residential Zone (RF)" to "Comprehensive Development Zone (CD)" based on "Multiple Residential 70 Zone (RM-70)" and "Neighbourhood Commercial Zone (C-5)";
  - A Form and Character Development Permit to allow the development of a mixed-use building consisting of approximately 440 square metres ground floor commercial space with 47 units of market rental housing above; and
  - A Housing Agreement to secure the market rental units for a period of twenty years.

	Proposed
<b>Lot Area</b>	
Gross Site Area:	2.037 sq.m.
Road Dedication:	249 sq.m.
Net Site Area:	1,789 sq.m.
<b>Number of Lots:</b>	1
<b>Building Height:</b>	17.1 m
<b>Unit Density (net):</b>	264 uph (107 upa)
<b>Floor Area Ratio (FAR):</b>	2.00
<b>Floor Area</b>	
Residential:	3,153 sq.m.
Commercial:	426 sq.m.
Total (excluding indoor amenity):	3,579 sq.m.
<b>Residential Units:</b>	
Studio/1-Bedroom:	28
2-Bedroom:	19
Total:	47

### Referrals

Engineering:	The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix II.
School District:	<p><b>The School District has advised that there will be approximately 19 of school-age children generated by this development, of which the School District has provided the following expected student enrollment.</b></p> <p>7 Elementary students at W.E. Kinvig School 6 Secondary students at Princess Margaret School</p> <p>(Appendix III)</p> <p><b>Note that the number of school-age children is greater than the expected enrollment due to students attending private schools, home school or different school districts.</b></p> <p>The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Fall 2025.</p>
Parks, Recreation & Culture:	No concerns. The closest active park is Princess Margaret Park and is 140 metres away, and the closest natural area is Princess Margaret Park and is 265 metres away.
Surrey Fire Department:	No concerns.
Advisory Design Panel:	The proposal was considered at the ADP meeting on September 1, 2022 and was conditionally supported. The applicant has resolved all of the outstanding items from the ADP review as outlined in the Development Permit section of this report.

### Transportation Considerations

- The applicant is proposing one vehicular access from the proposed reconstructed eastern lane.
- Currently, a 6.0 metre wide lane runs along the north and east property lines. Running parallel to the north-south portion of the lane is a private drive aisle on the Princess Margaret Secondary School property that provides access and egress to student pick-up and drop-off areas, as well as school parking lots. This private drive aisle is accessed via a signalized intersection at 70B Avenue and 128 Street.
- City staff have been working with the applicant and the School District on an option to provide access to the subject site that would see a portion of the existing private drive aisle for the School realigned and combined with the north-south lane in order to provide more efficient access to both the School and the subject site.

- This access solution avoids a situation where two roads would essentially run parallel to one another (the north-south lane and the private drive aisle for the school), and instead combines them into an enhanced lane, that can accommodate a sidewalk and boulevard on the west side of the lane.
- A series of crosswalks are proposed in the design in order to provide safe pedestrian access for students to the subject site and to 128 Street. In addition, the applicant is providing for median fencing in 128 Street to prevent jaywalking, and a signalized cross-walk across 128 Street.
- The applicant has agreed to cover the costs to construct the enhanced lane to provide shared access, as well as the costs to upgrade the median along 128 Street and install median fencing and a signalized cross-walk.
- The design for the north-south lane follows the pattern set by Development Application No. 7918-0311-00 to the south.
- The applicant is also providing an access easement in favour of the parcel to the south at 7102 – 128 Street, to allow surface access from the proposed lane entrance to the property at 7102 – 128 Street, as that property is not participating in the subject application.
- The site is well served by bus routes on 128 Street (#322, #393) and nearby 72 Avenue (#301, #319). 72 Avenue is an existing Frequent Transit Network. The proposed R6 Scott Road Rapid Bus, which is anticipated to run along 72 Avenue at this location, has a target start in late 2023.

### **Sustainability Considerations**

- The applicant has met all of the typical sustainable development criteria, as indicated in the Sustainable Development Checklist.

## **POLICY & BY-LAW CONSIDERATIONS**

### **Regional Growth Strategy**

- The subject site is designated General Urban in Metro Vancouver's Regional Growth Strategy (RGS) and the proposal complies with the designation.

### **Official Community Plan**

#### Land Use Designation

- The subject property is designated Urban in the Official Community Plan (OCP). In order to achieve the land-use and proposed density, an OCP amendment from Urban to Multiple Residential is required. The applicant is also proposing an Amendment to the OCP to allow for increased density within the Multiple Residential designation from 1.5 FAR to 2.00 FAR.

#### Amendment Rationale

- The proposed Official Community Plan (OCP) amendment reflects the site's location on an arterial road served by transit (128 Street), and the site's close proximity (less than 150 metres) to the intersection of 72 Avenue (an existing Frequent Transit Network) and 128 Street. The proposal supports the proposed R6 Scott Road Rapid Bus, which is anticipated to run along 72 Avenue at this location, with a targeted start in late 2023.
- The proposed use, density, and building form are appropriate for this part of Newton, particularly since the site is located across from the Kwantlen Polytechnic University Newton Campus.
- The proposal supports Surrey's Affordable Housing Strategy to encourage the development of secured purpose-built rental housing in locations close to Frequent Transit Networks. The proposed 47 rental apartment units will be secured through a Housing Agreement.
- In connection with the proposed OCP amendment, the applicant is proposing the following community benefits:
  - 100% of the residential units are market rental;
  - All residential units are secured as rental for a period of twenty years, as outlined in the Housing Agreement; and
  - The applicant has agreed to cover the costs to upgrade the median along 128 Street, install median fencing to deter jaywalking, and provide a signalized pedestrian crossing on 128 Street.
- Taking into consideration the City's sustainability objectives to increase density and housing choice in proximity to existing Frequent Transit Network (FTN) routes, the proposal's support for the Affordable Housing Strategy, as well as the community benefits associated with the project, the proposed amendment to the OCP is supported.
- As the applicant is proposing a rental building, Tier 2 Capital Plan Project CACs are not required at this time, but a Restrictive Covenant will be put on title to secure future Tier 2 CAC contributions for proposed density greater than the OCP designation, should the rental tenure be discontinued, as described in the Community Amenity Contribution section of this report.
- Pursuant to Section 475 of the Local Government Act, it was determined that it was not necessary to consult with any persons, organizations or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.



### CD By-law

- The applicant is proposing a "Comprehensive Development Zone (CD)" to accommodate a proposed mixed-use development on the subject site. The proposed CD By-law identifies appropriate uses, densities, and setbacks. The CD By-law will have provisions based on the "Neighbourhood Commercial Zone (C-5)" and the "Multiple Residential 70 Zone (RM-70)".
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the C-5 Zone, RM-70 Zone and the proposed CD By-law is illustrated in the following table:

Zoning	C-5 Zone (Part 35)	RM-70 Zone (Part 24)	Proposed CD Zone
<b>Floor Area Ratio:</b>	0.50	1.50	2.00
<b>Lot Coverage:</b>	50%	33%	48%
<b>Yards and Setbacks</b>	7.5 m	7.5 m	North - 4 m; East - 3 m; South - 0 m for ground floor and 3 m for upper floors; West - 4.2m
<b>Principal Building Height:</b>	9 m	50 m	17.5 m

<b>Permitted Uses:</b>	<ol style="list-style-type: none"> <li>1. Retail stores excluding adult entertainment store, secondhand stores and pawnshops.</li> <li>2. Personal service uses limited to barbershops, beauty parlours, cleaning and repair of clothing and shoe repair shops.</li> <li>3. General service uses excluding funeral parlours and drive-through banks.</li> <li>4. Eating establishments excluding drive-through restaurants.</li> <li>5. Neighbourhood pubs.</li> <li>6. Office uses excluding social escort services and methadone clinics.</li> <li>7. Indoor recreational facilities.</li> <li>8. Community services.</li> <li>9. Child care centres.</li> <li>10. One caretaker unit per lot.</li> </ol>	Multi-unit residential buildings and ground-oriented multiple unit residential buildings.	<ol style="list-style-type: none"> <li>1. Multiple unit residential buildings and/or ground-oriented multiple unit residential buildings.</li> <li>2. Retail stores excluding adult entertainment stores, auction houses, second-hand stores and pawnshops.</li> <li>3. Personal service uses excluding body rub parlours.</li> <li>4. General service uses excluding funeral parlours, drive-through banks and vehicle rentals.</li> <li>5. Office uses excluding social escort services and methadone clinics.</li> <li>6. Eating establishments excluding drive-through restaurants, provided that the eating establishment is less than 150 sq.m. in floor area.</li> <li>7. Indoor recreational facilities.</li> <li>8. Community services.</li> <li>9. Child care centres.</li> </ol>
<b>Amenity Space</b>			
Indoor Amenity:	n/a	3 m <sup>2</sup> per unit (141 m <sup>2</sup> for 47 units)	The proposed 253 m <sup>2</sup> exceeds the Zoning By-law requirement.
Outdoor Amenity:	n/a	3 m <sup>2</sup> per unit (141 m <sup>2</sup> for 47 units)	The proposed 143 m <sup>2</sup> meets the Zoning By-law requirement.
<b>Parking (Part 5)</b>		<b>Required</b>	<b>Proposed</b>
<b>Number of Stalls</b>			
Commercial:	13	13	
Residential (20% reduction permitted):	52	65	
Residential Visitor:	9	9	
Total:	74	87	
<b>Bicycle Spaces</b>			
Residential Secure Parking:	56	56	
Residential Visitor:	6	6	

- The building setbacks have been reduced from 7.5 metres to 4.2 metres along 128 Street, to 4.0 metres along the north lane, to 3 metres along the east lane, and to 0 metres on the south property line for the ground floor and 3 metres for the upper floor.
- A 0 (zero) metre ground floor setback will allow the property to the south to also develop to a 0 (zero) metre setback along their shared property line. As the property to the south did not wish to participate or engage with the proposed development, a concept was prepared for the property, showing a possible development proposal with a 0 (zero) metre setback along their shared property line.
- The proposed lot coverage of 48% is lower than the 50% lot coverage permitted in the C-5 Zone and is higher than the 33% that is permitted under the RM-70 Zone. The lot coverage permitted under the RM-70 is intended for taller built forms with a smaller building footprint, whereas the proposed building is a lower built form that occupies more of the property.
- The proposed building height of 17.5 metres, reflects the 5-storey (with indoor amenity space on the sixth floor) built form. The C-8 zone permits a maximum building height of 9 metres, whereas the RM-70 zone allows up to 50 metres.
- In terms of land use, most of the commercial uses of the C-5 Zone have been retained, with the exception of the neighbourhood pub use. Eating establishments are limited to a maximum size of 150 square metres, as the parking rate beyond this threshold is significant. The personal service uses are expanded beyond what the C-5 Zone allows to provide more use flexibility.
- Due to the proposed rental tenure of the apartment units, which is being secured with a Housing Agreement, a 20% reduction in parking for the residential units is proposed. The commercial units are parked at the Zoning By-law rates. Research done by Metro Vancouver shows that lower car ownership rates are associated with rental buildings, which supports the proposed reduction for the rental units.
- A total of 74 parking spaces are required, with 87 parking spaces being provided, which allows for some future commercial tenant flexibility.

### **Housing Agreement**

- Section 483 of the Local Government Act authorizes local governments to enter into Housing Agreements, for terms and conditions agreed to by the owner and the local government that pertain to the occupancy of the housing units.
- The proposed Housing Agreement will regulate the 47 dwelling units, restricting them to rental tenure for a period of 20 years. The City may from time to time require that the owner of the building provide written proof of compliance with the Housing Agreement. The attached Housing Agreement (Appendix VII) will be adopted by Bylaw and registered on title of the property.

- The Housing Agreement Bylaw will be brought forward for final adoption concurrently with final adoption of the associated OCP Amendment and Rezoning Bylaws and the issuance of the Development Permit, once all of the outstanding conditions associated with the application are fulfilled.

### **Capital Projects Community Amenity Contributions (CACs)**

- On December 16, 2019, Council approved the City's Community Amenity Contribution and Density Bonus Program Update (Corporate Report No. R224; 2019). The intent of that report was to introduce a new City-wide Community Amenity Contribution (CAC) and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan.
- The proposed development will not be subject to the Tier 1 or Tier 2 Capital Plan Project CACs, as the proposal includes 100% market rental residential units. A Restrictive Covenant will be registered making CACs payable if there is a future change in tenure.

### **Affordable Housing Strategy**

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. R066; 2018) requiring that all new rezoning applications for residential development contribute \$1,000 per new unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects.
- As a rental project, the subject proposal is exempt from the provision of this policy. The applicant will be required to register a Section 219 Restrictive Covenant, making the fees payable if there is a future change in tenure from the market rental, to address the City's needs with respect to the City's Affordable Housing Strategy.

### **Public Art Policy**

- The applicant will be required to provide public art, or register a Restrictive Covenant agreeing to provide cash-in-lieu, at a rate of 0.5% of construction value, to adequately address the City's needs with respect to public art, in accordance with the City's Public Art Policy requirements. The applicant will be required to resolve this requirement prior to consideration of Final Adoption.
- The Public Art contribution will be required for the commercial portion of the site only and will be applicable to the residential portion only if there is a future change in tenure from the market rental residential units.

### **PUBLIC ENGAGEMENT**

- Pre-notification letters were sent on May 17, 2022, and the Development Proposal Signs were installed on May 17, 2022. Staff received no responses from neighbouring residents/property owners.

- The subject applicant tried to assemble the single family parcel at 7102 – 128 Street (abutting to the south), but has not been able to consolidate this parcel. Staff also made numerous attempts via phone, email and registered mail to contact the owner of the parcel at 7102 – 128 Street, but no replies were received. A concept plan showing a potential 2-storey development at 7102 – 128 Street was developed by the applicant to demonstrate future development potential for this lot owner.

## DEVELOPMENT PERMITS

### Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character. The proposed development generally complies with the Form and Character Development Permit guidelines in the Official Community Plan (OCP).
- A mixed-use building is proposed with a total floor area of 3,579 square metres (excluding indoor amenity). The ground floor is proposed to consist of six commercial retail units (CRUs), occupying a floor area of 426 square metres, with four floors of market rental apartment units above. A partial sixth storey is provided where indoor and outdoor amenity spaces are proposed.
- The residential unit mix consists of 28 one-bedroom units and 19 two-bedroom units. The primary entrance to the residential portion of the building is located in the southeast corner of the building along 128 Street, with a secondary entrance accessed from the surface parking area at the rear of the building. Two levels of underground parking are proposed, with some limited surface parking at the rear of the building, which is solely for commercial uses
- The building has a strong street presence, with the ground floor CRUs designed with their primary frontages along 128 Street and the north lane. Continuous weather protection is provided for pedestrians along the commercial frontages through the provision of canopies and awnings.
- The applicant has worked to enhance the pedestrian experience in and around the site, including providing improved pedestrian connections to the adjacent Princess Margaret Secondary School, and also providing a pedestrian controlled signal to cross 128 Street.
- The design of the building is contemporary. This is exemplified by the generous amount of retail glazing at street-level and continuous weather protection, which both enhance the public realm. A strong street-wall is established, which uses a refined material palette and a cleanly organized façade.
- High quality materials and careful detailing are used to achieve a high quality building treatment. The proposed exterior materials include hardie panels (white and gray), hardie shiplap (dark brown and gray), and brick (dark gray). Metal guardrails with glazing are proposed for the balconies.

### Signage

- Signage for the commercial units is proposed as frontlit LED fascia signage and also under-canopy signage (blade signage), in a design compatible with the architectural features of the building. All proposed signage complies with the Surrey Sign By-law.

### Landscaping

- Landscaping plans, prepared by M2 Landscape Architecture, have been reviewed and found to be generally acceptable. The proposed landscaping includes 19 replacement trees (including Japanese Maple, Columnar Red Maple, Katsura, and Dogwood), shrubs, grasses, perennials, and groundcover. Decorative paving is proposed at the vehicular entrance.
- Landscaping islands are proposed along the 128 Street and north lane frontages. Benches and bike parking are provided next to the landscaping islands.
- An outdoor amenity area for residents is proposed to be located on the roof of the podium. It is proposed to be finished with artificial sod, shrubs and trees, river rock and wooden raised vegetable planters.

### Indoor Amenity

- The Zoning By-law requires that 141 square metres of both indoor and outdoor amenity space be provided for the residential units in both proposed buildings, based on the requirement of 3 square metres per dwelling unit.
- The proposed 253 square metres of indoor amenity exceeds the minimum required under the Zoning By-law. The indoor amenity space consists of a 137 square metre amenity room on the second floor and a 116 square metre on the sixth floor adjacent to the outdoor amenity space.
- The second floor indoor amenity space contains a washroom, kitchen facilities and a large multi-purpose gathering area. The rooftop indoor amenity space also contains a washroom, kitchen facilities and a large multi-purpose gathering area. The indoor amenity room opens directly into the roof-top outdoor amenity space.

### Outdoor Amenity

- The applicant is proposing a total of 143 square metres of outdoor amenity space, which meets the minimum required under the Zoning By-Law.
- The outdoor amenity is located on the rooftop adjacent to the rooftop indoor amenity space. The space includes an open sod area, raised vegetable planters and an outdoor seating areas.

### **TREES**

- The site has no trees, and there are no adjacent trees on City land or private land. Therefore, an arborist report was not required for this application.

- In summary, a total of 19 trees are proposed to be planted on the site. The new trees will consist of a variety of trees including Japanese Maple, Columnar Red Maple, Katsura, and Dogwood.

### INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Proposed Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix II.	Engineering Summary
Appendix III.	School District Comments
Appendix IV.	OCP Redesignation Map
Appendix V.	ADP Comments and Response
Appendix VI.	Proposed Housing Agreement By-law and Housing Agreement

*approved by Shawn Low*

Don Luymes  
General Manager  
Planning and Development

KB/ar

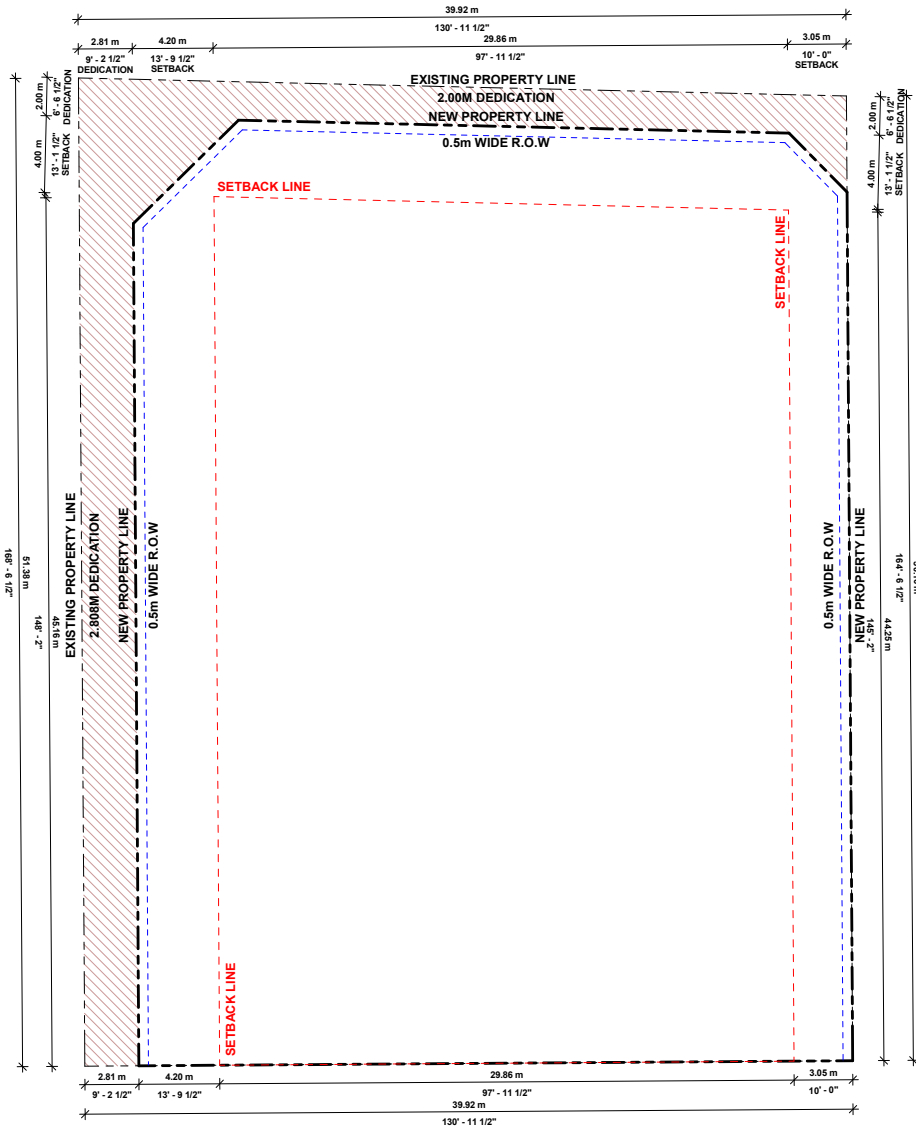




71 AVENUE

128 STREET

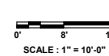
LANE



NEIGHBORING PROPERTY  
7102 - 128 STREET

1 BASE PLAN  
A-003 F=10'-0"

NOTES:



2023-02-27	REV. 01: ENGINE PER CITY COMMENTS
2023-02-27	REV. 02: PER CITY COMMENTS
2023-02-27	REV. 03: PER CITY COMMENTS
2023-02-27	CITY COMMENTS
2023-02-27	UNIVERSITY TO ADAPT DESIGN
2023-02-27	REV. 04: DESIGN
2023-02-10	REV. 05: REVISIONS
2023-02-10	CITY COMMENTS
2023-02-10	REV. 06: REV. 11
2023-02-10	REV. 07: REV. 12
2023-02-07	REV. PERMIT ISSUE

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PROJECT:  
**J. J. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT:

**OVIDEO PROPERTIES LTD.**

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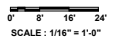
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JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

BASE PLAN

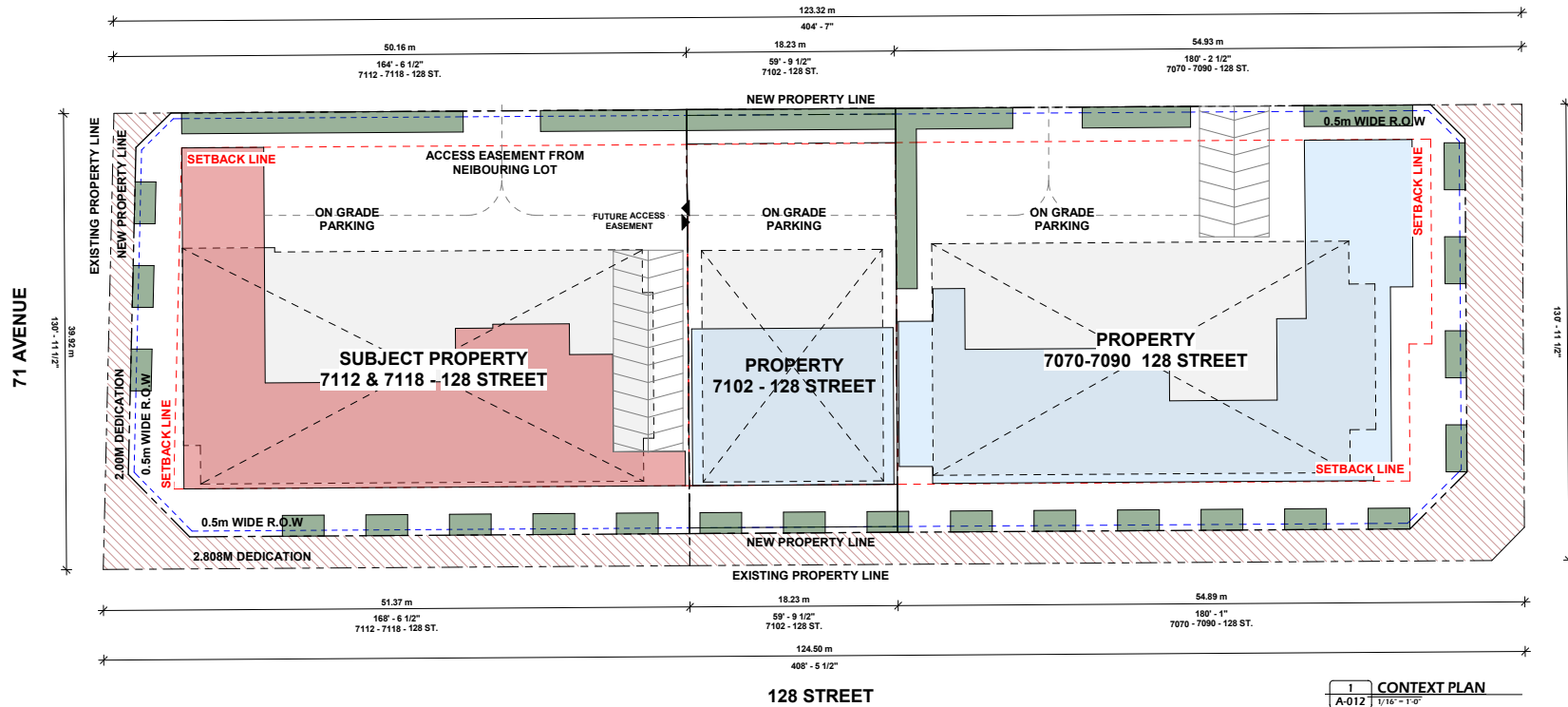
DRAWING NO.:	<b>A-003</b>	<b>X</b>
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NOTES:



LANE



70B AVENUE

128 STREET

CONTEXT PLAN  
A-012 1/16" = 1'-0"

2023-03-27	REV. 01P ENGINE PER CITY COMMENTS
2023-03-27	REV. 02P PER CITY COMMENTS
2023-03-27	REV. 03P PER CITY COMMENTS
2023-03-27	CITY COMMENTS
2023-03-27	CANADIAN TYPING (PART 1) DESIGN
2023-03-27	REV. 04P PER CITY COMMENTS
2023-03-27	REV. 05P PER CITY COMMENTS
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PROJECT:  
**J.J. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT:  
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DRAWN:	DS
CHECKED:	NN
SCALE:	1/16" = 1'-0"
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

CONTEXT PLAN

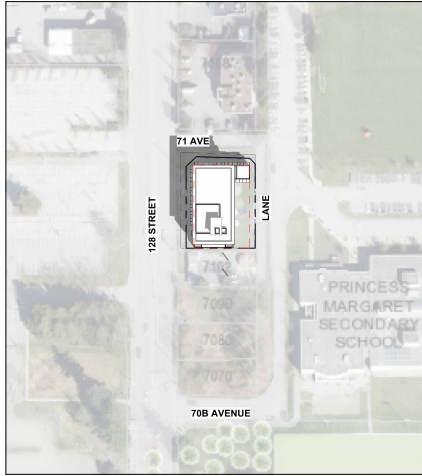


2 SITE CONEXT - ELEV.  
A-012 1/16" = 1'-0"

DRAWING NO. **A-012** **X**

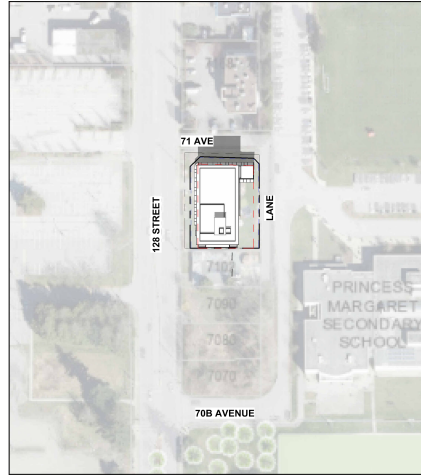
# SHADOW STUDY

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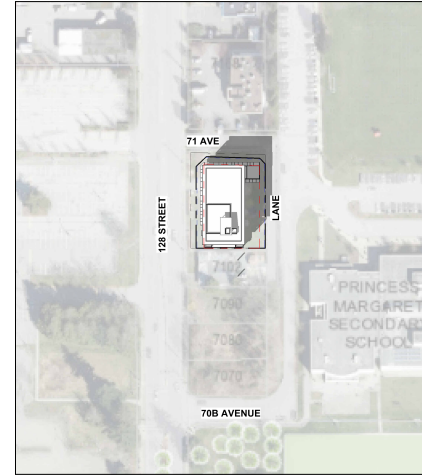
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EQUINOX



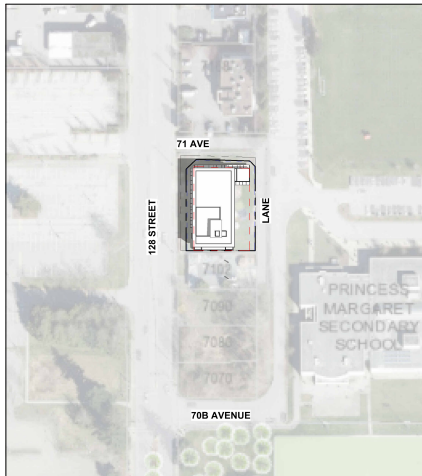
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SPRING/FALL (MAR/SEP)  
EQUINOX



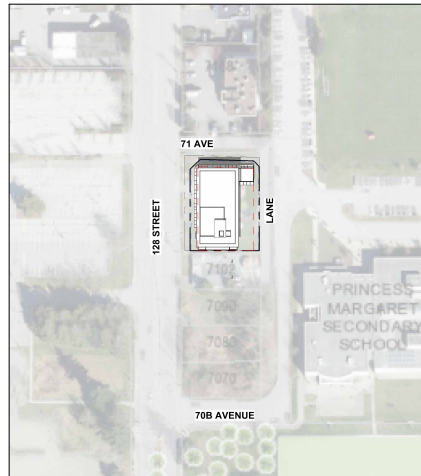
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EQUINOX



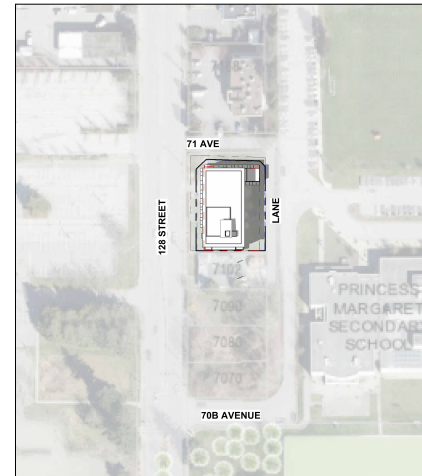
10 AM

SUMMER (JUNE)



12 NOON

SUMMER (JUNE)



2 PM

SUMMER (JUNE)

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2022-02-11	REV. 03	FOR CIP DESIGN PER CITY COMMENTS
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2022-02-11	REV. 100	FOR CIP DESIGN PER CITY COMMENTS



300 - 10851 SHELLBRIDGE WAY  
RICHMOND, BRITISH COLUMBIA  
CANADA, V6V 3Z2  
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(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT:  
**OVIEDO PROPERTIES LTD.**

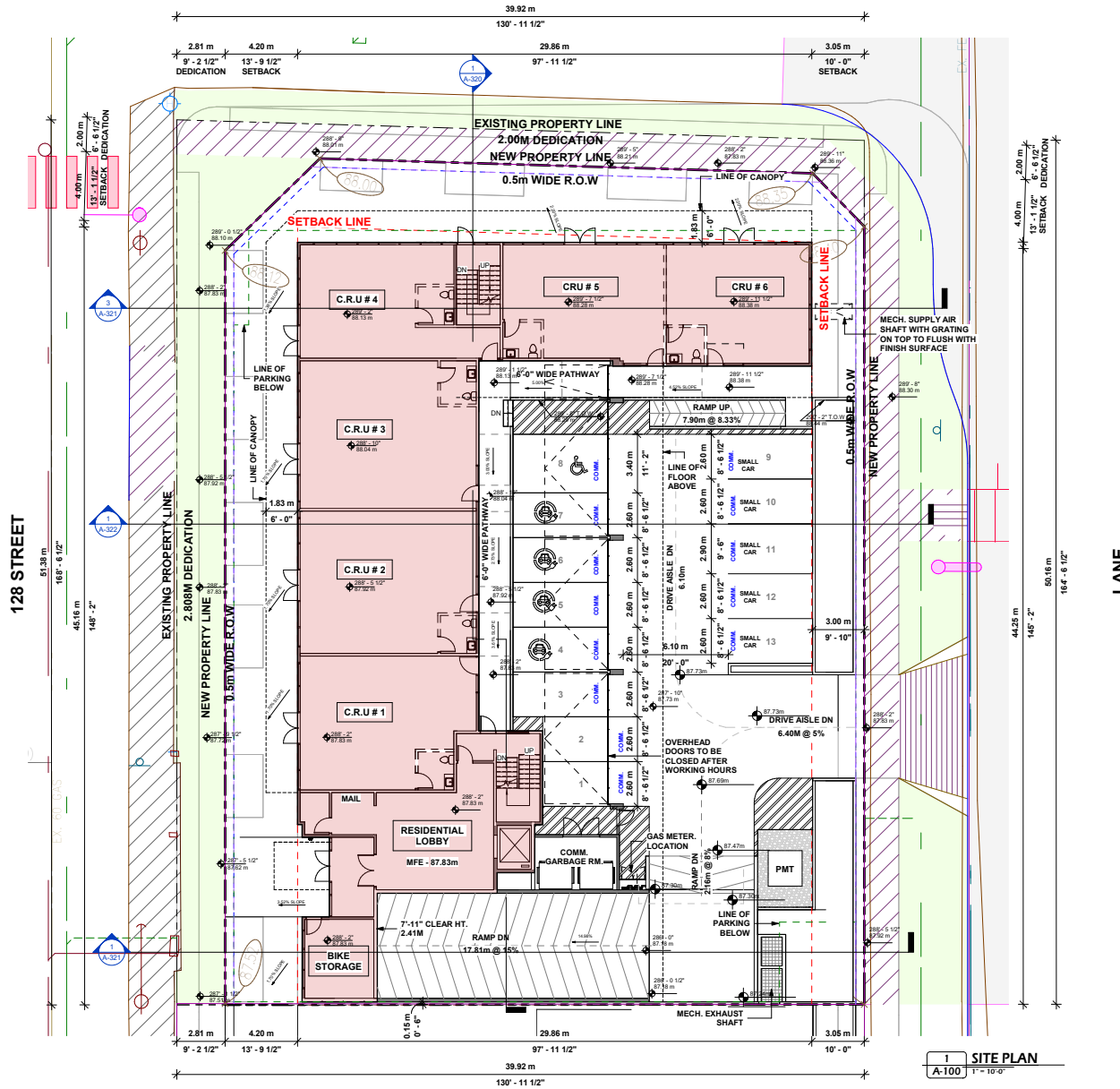
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DRAWN:	DS
CHECKED:	NN
SCALE:	1:3
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

SHADOW STUDY

DRAWING NO.:	<b>A-016</b>	<b>X</b>
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71 AVENUE



NOTES:  
 0 8 16'  
 SCALE: 1" = 10'-0"

2023-02-27	REV. 01: FINISH PER CITY COMMENTS
2023-02-27	REV. 02: PER CITY COMMENTS
2023-02-27	REV. 03: PER CITY COMMENTS
2023-02-27	REV. 04: PER CITY COMMENTS
2023-02-27	REV. 05: PER CITY COMMENTS
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2023-02-27	REV. 18: PER CITY COMMENTS
2023-02-27	REV. 19: PER CITY COMMENTS
2023-02-27	REV. 20: PER CITY COMMENTS



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PROJECT:  
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DRAWN:	DS
CHECKED:	NN
SCALE:	1" = 10'-0"
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

SITE PLAN

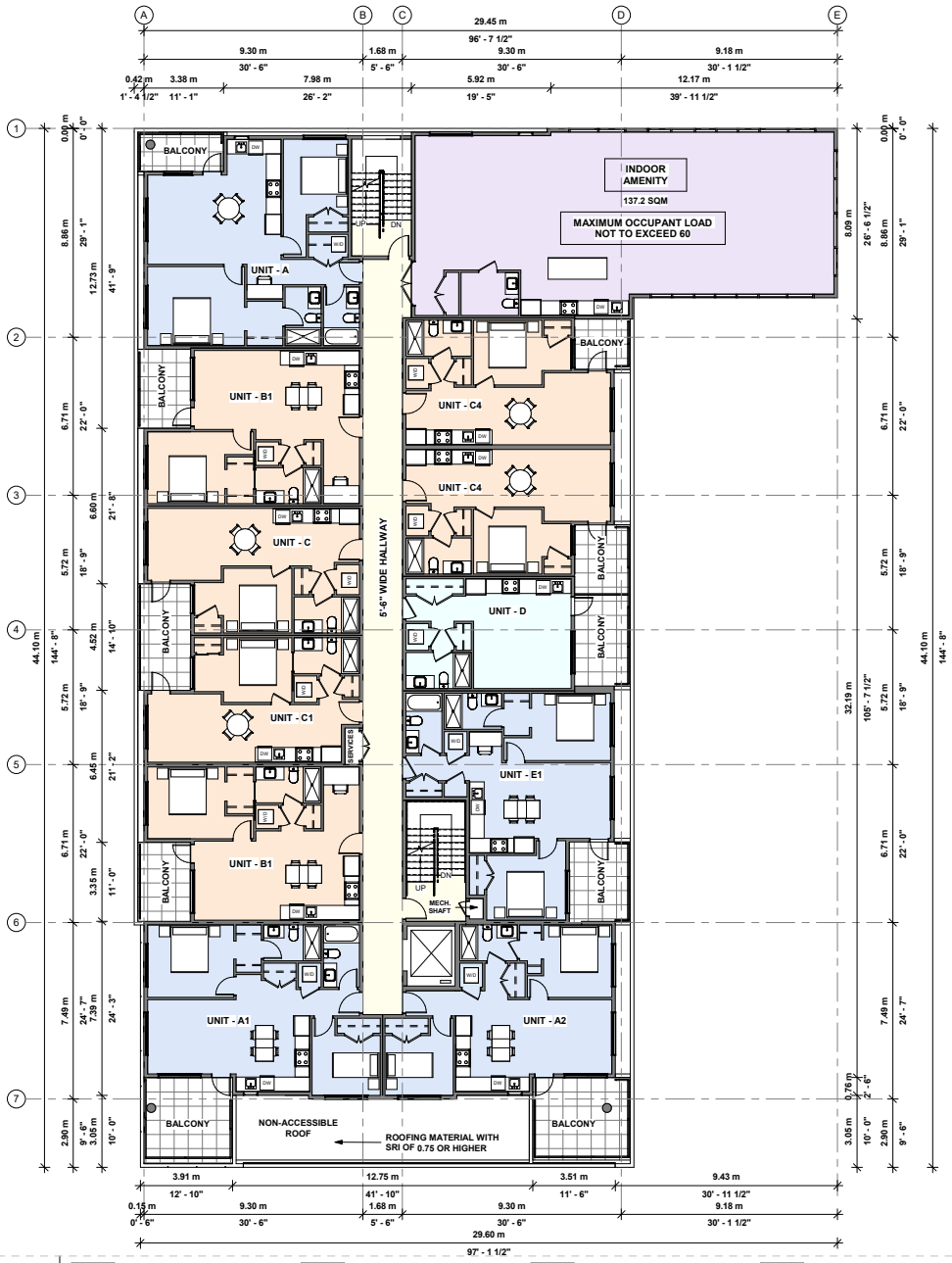
NEIGHBORING PROPERTY  
 7102 - 128 STREET

1 SITE PLAN  
 A-100 1" = 10'-0"

DRAWING NO.  
**A-100 X**

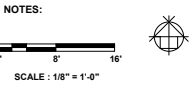






SUITE LEGEND	
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**1 Level 2**  
A-203 1/8" = 1'-0"



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2023-02-27	REV. 48P DESIGN PER CITY COMMENTS
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2023-02-27	REV. 50P DESIGN PER CITY COMMENTS



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PROJECT:  
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(MIXED-USE DEVELOPMENT)**  
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COLUMBIA**

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DRAWN: DS
CHECKED: NN
SCALE: As Indicated
JOB NO: SUR-119
DATE: MAR 2020
SHEET TITLE:

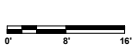
FLOOR PLAN (LEVEL-2)

DRAWING NO. **A-203** **X**

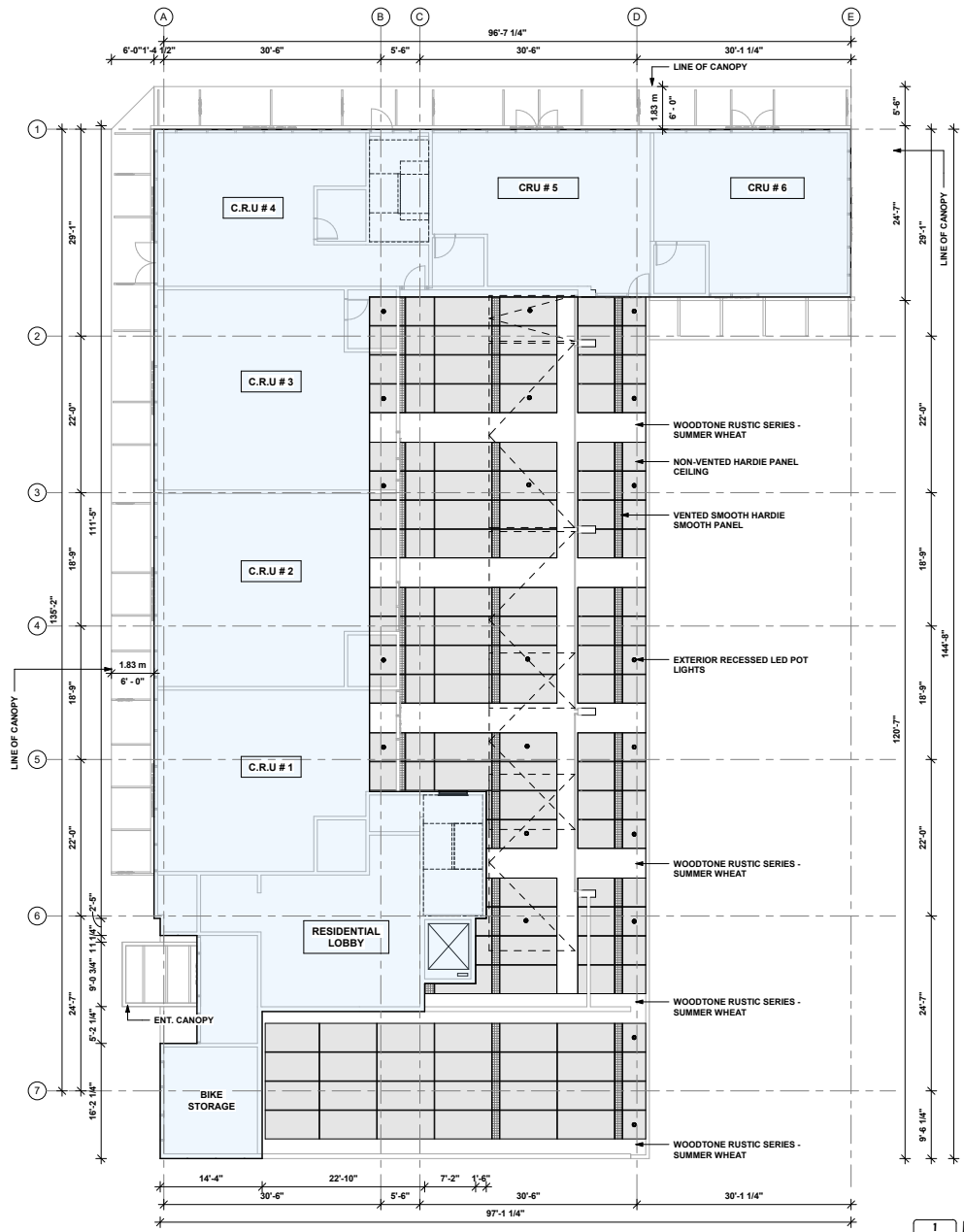




NOTES:



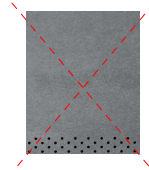
SCALE: 1/8" = 1'-0"



## REFLECTED CEILING MATERIAL



WOODTONE RUSTIC SERIES :  
SUMMER WHEAT



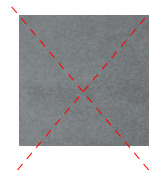
**PREVIOUSLY PROPOSED**

HARDIE SOFFIT PANELS :  
VENTED SMOOTH  
COLOR : ASH GRAY OR SIMILAR



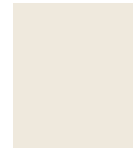
**REVISED PROPOSAL**

HARDIE SOFFIT PANELS :  
VENTED SMOOTH  
COLOR : BIRCH TREE OR SIMILAR



**PREVIOUSLY PROPOSED**

HARDIE SOFFIT PANELS :  
NON-VENTED SMOOTH  
COLOR : ASH GRAY OR SIMILAR



**REVISED PROPOSAL**

HARDIE SOFFIT PANELS :  
VENTED SMOOTH  
COLOR : BIRCH TREE OR SIMILAR

2023-02-07	REV. 01: PER CITY COMMENTS
2023-02-07	REV. 02: PER CITY COMMENTS
2023-02-07	REV. 03: PER CITY COMMENTS
2023-02-07	REV. 04: PER CITY COMMENTS
2023-02-07	REV. 05: PER CITY COMMENTS
2023-02-07	REV. 06: PER CITY COMMENTS
2023-02-07	REV. 07: PER CITY COMMENTS
2023-02-07	REV. 08: PER CITY COMMENTS
2023-02-07	REV. 09: PER CITY COMMENTS
2023-02-07	REV. 10: PER CITY COMMENTS
2023-02-07	REV. 11: PER CITY COMMENTS
2023-02-07	REV. 12: PER CITY COMMENTS
2023-02-07	REV. 13: PER CITY COMMENTS
2023-02-07	REV. 14: PER CITY COMMENTS
2023-02-07	REV. 15: PER CITY COMMENTS
2023-02-07	REV. 16: PER CITY COMMENTS
2023-02-07	REV. 17: PER CITY COMMENTS
2023-02-07	REV. 18: PER CITY COMMENTS
2023-02-07	REV. 19: PER CITY COMMENTS
2023-02-07	REV. 20: PER CITY COMMENTS



300 - 10851 SHELLBROOK WAY  
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PROJECT:  
**J.J. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT:  
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DRAWN: DS
CHECKED: NN
SCALE: As Indicated
JOB NO: SUR-119
DATE: MAR 2020
SHEET TITLE:

REFLECTED CEILING  
PLAN - LEVEL 1

1 RCP-LEVEL - 1  
A-208 1/8" = 1'-0"

DRAWING NO:  
**A-208** **X**





**1 SOUTH ELEV. (NEIGHBORING LOT) 1**  
A-301 1/8" = 1'-0"

**NOTE:**  
CONSIDERING FIRE SEPERATIONS BETWEEN VARIOUS FLOORS, SPATIAL CALCULATION HAS BEEN CALCULATED OF EACH LEVEL WITH OPENINGS SEPERATELY.

**SPATIAL CALCULATION FOR SOUTH ELEVATION**

BUILDING FACE	OCCUPANCY	HEIGHT(M)	WIDTH(M)	MINIMUM LD(M)	AREA (SQ.M.)	SPRNK.	ACTUAL OPENING(%)	PERMITTED OPENING(%) (TABLE 3.2.3.1.D)	CONSTRJCTION ALLOWED	CONSTRUCTION PROPOSED	CLADDING ALLOWED	CLADDING PROPOSED	FIRE RATING
									(TABLE 3.2.3.7)	(TABLE 3.2.3.7)	(TABLE 3.2.3.7)	(TABLE 3.2.3.7)	
SOUTH ELEVATION (L-2)	C	3.13	20.27	3	63.45	Y	29.72%	32.36%	NC/C	C	NC	NC	1HR
SOUTH ELEVATION (L-3)	C	3.13	21.03	3	65.32	Y	28.66%	31.96%	NC/C	C	NC	NC	1HR
SOUTH ELEVATION (L-4)	C	3.13	21.03	3	65.32	Y	28.66%	31.96%	NC/C	C	NC	NC	1HR
SOUTH ELEVATION (L-5)	C	3.13	20.27	3	63.45	Y	29.72%	32.36%	NC/C	C	NC	NC	1HR



**2 WEST ELEV. (128 ST.) 1**  
A-301 1/8" = 1'-0"

**SCHEDULE OF FINISHES**

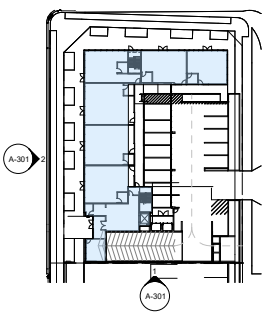
1. SMOOTH FINISH HARDIE PANEL - FRY REGLET SYSTEM HARDIE & REVEAL COLOR TO MATCH : BLACK ASH
2. BRICK - BRICK - MUTUAL MATERIAL COAL CREEK
3. SMOOTH FINISH HARDIE SHIPLAP SIDING COLOR: SLATE PEBBLE
4. ONE WAY GLASS
5. PAINTED VINYL WINDOWS COLOR : STANDARD BLACK
6. POWDER COATED ALUMINIUM RAILING COLOR : STANDARD BLACK GLASS (TRANSPARENT) COLOR
7. CURTAIN WALL SYSTEM COLOR: (TRANSPARENT) MULLION COLOR TO MATCH BR 160 GRAPHITE
8. SOFFIT - COLOR TO MATCH : WOODTONE RUSTIC SERIES SUMMER WHEAT
9. OVERHEAD DOOR
10. HSS COLUMN COLOR TO MATCH: BLACK ASH HARDIE COLOR
11. POWDER COATED CANOPY COLOR : STANDARD BLACK
12. SPANDREL PANEL COLOR TO MATCH : OPACI #1-0019 CHARCOAL
13. FLASHINGS COLOR TO MATCH: BLACK ASH
14. FLASHINGS COLOR TO MATCH: BRICK - MUTUAL MATERIAL COAL CREEK
15. GLAZED WOOD DOORS PAINTED TO MATCH COLOR: STANDARD BLACK
16. SLIDING DOOR SYSTEM COLOR: (TRANSPARENT) COLOR : STANDARD BLACK
17. SMOOTH FINISH HARDIE SHIPLAP SIDING COLOR: BLACK ASH
18. SMOOTH FINISH HARDIE PANEL - FRY REGLET SYSTEM HARDIE & REVEAL COLOR TO MATCH : SLATE PEBBLE
19. POWDER COATED ALUMINIUM RAILING COLOR : STANDARD BLACK GLASS (TRANSPARENT) COLOR & OPACI WARM GREY

NOTE: TRANSLUCENT FILM OR SIGMAE IS NOT PERMITTED ON THE STREET FACING WINDOWS WITHOUT A DP AMENDMENT REVIEW

**NOTES:**



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



**3 KEYPLAN - 2**  
A-301 1" = 40'-0"

NO.	REVISION	DATE	BY	CHKD.
003-20-01	REV. DP ISSUE PER CIVIL COMMENTS			
003-20-02	REV. AS PER CIVIL COMMENTS			
003-20-03	REV. AS PER CIVIL COMMENTS			
003-20-04	REV. AS PER CIVIL COMMENTS			
003-20-05	REV. AS PER CIVIL COMMENTS			
003-20-06	REV. AS PER CIVIL COMMENTS			
003-20-07	REV. PERMIT ISSUE			



300 - 1081 SHELLEBRIDGE WAY  
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PROJECT:  
**J.J. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT

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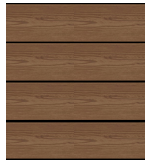
DRAWN	DS
CHECKED	NN
SCALE	As Indicated
JOB NO	SUR-119
DATE	MAR 2020
SHEET TITLE	

**ELEVATIONS**

DRAWING NO.  
**A-301 X**



4. SMOOTH FINISH HARDIE SHIPLAP SIDING COLOR: SLATE PEBBLE



5. SOFFIT - TO MATCH WOODTONE RUSTIC SERIES SUMMER WHEAT



6. POWDER COATED OPACI GLASS COLOR TO MATCH: WARM GREY



7. SMOOTH FINISH HARDIE PANEL - FRY REGLET SYSTEM HARDIE & REVEAL COLOR TO MATCH : BLACK ASH



3. SMOOTH FINISH HARDIE PANEL - FRY REGLET SYSTEM HARDIE & REVEAL COLOR TO MATCH : SLATE PEBBLE



2. BLACK ASH SHIPLAP



1. BRICK - MUTUAL MATERIAL COAL CREEK



**WEST VIEW FROM 128 STREET**

2022-02-27	REV. 01	FOR PER CITY COMMENTS
2022-02-27	REV. 02	FOR PER CITY COMMENTS
2022-02-27	REV. 03	FOR PER CITY COMMENTS
2022-02-27	REV. 04	FOR PER CITY COMMENTS
2022-02-27	REV. 05	FOR PER CITY COMMENTS
2022-02-27	REV. 06	FOR PER CITY COMMENTS
2022-02-27	REV. 07	FOR PER CITY COMMENTS
2022-02-27	REV. 08	FOR PER CITY COMMENTS
2022-02-27	REV. 09	FOR PER CITY COMMENTS
2022-02-27	REV. 10	FOR PER CITY COMMENTS
2022-02-27	REV. 11	FOR PER CITY COMMENTS
2022-02-27	REV. 12	FOR PER CITY COMMENTS
2022-02-27	REV. 13	FOR PER CITY COMMENTS
2022-02-27	REV. 14	FOR PER CITY COMMENTS
2022-02-27	REV. 15	FOR PER CITY COMMENTS
2022-02-27	REV. 16	FOR PER CITY COMMENTS
2022-02-27	REV. 17	FOR PER CITY COMMENTS
2022-02-27	REV. 18	FOR PER CITY COMMENTS
2022-02-27	REV. 19	FOR PER CITY COMMENTS
2022-02-27	REV. 20	FOR PER CITY COMMENTS



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PROJECT:  
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(MIXED-USE DEVELOPMENT)**  
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STREET, SURREY, BRITISH  
COLUMBIA**

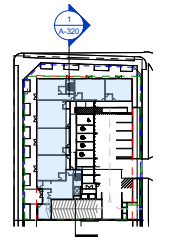
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DRAWN:	DS
CHECKED:	NN
SCALE:	1/2" = 1'-0"
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

Material Board Elevation

DRAWING NO.	<b>A-302</b>	<b>X</b>
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2 KEY PLAN-3  
A-320 1" = 60'-0"

2023-02-21	REV. 01	FOR PERMITS COMMENTS
2023-02-21	REV. 02	FOR PERMITS COMMENTS
2023-02-21	REV. 03	FOR PERMITS COMMENTS
2023-02-21	REV. 04	FOR PERMITS COMMENTS
2023-02-21	REV. 05	FOR PERMITS COMMENTS
2023-02-21	REV. 06	FOR PERMITS COMMENTS
2023-02-21	REV. 07	FOR PERMITS COMMENTS
2023-02-21	REV. 08	FOR PERMITS COMMENTS
2023-02-21	REV. 09	FOR PERMITS COMMENTS
2023-02-21	REV. 10	FOR PERMITS COMMENTS
2023-02-21	REV. 11	FOR PERMITS COMMENTS
2023-02-21	REV. 12	FOR PERMITS COMMENTS
2023-02-21	REV. 13	FOR PERMITS COMMENTS
2023-02-21	REV. 14	FOR PERMITS COMMENTS
2023-02-21	REV. 15	FOR PERMITS COMMENTS
2023-02-21	REV. 16	FOR PERMITS COMMENTS
2023-02-21	REV. 17	FOR PERMITS COMMENTS
2023-02-21	REV. 18	FOR PERMITS COMMENTS
2023-02-21	REV. 19	FOR PERMITS COMMENTS
2023-02-21	REV. 20	FOR PERMITS COMMENTS



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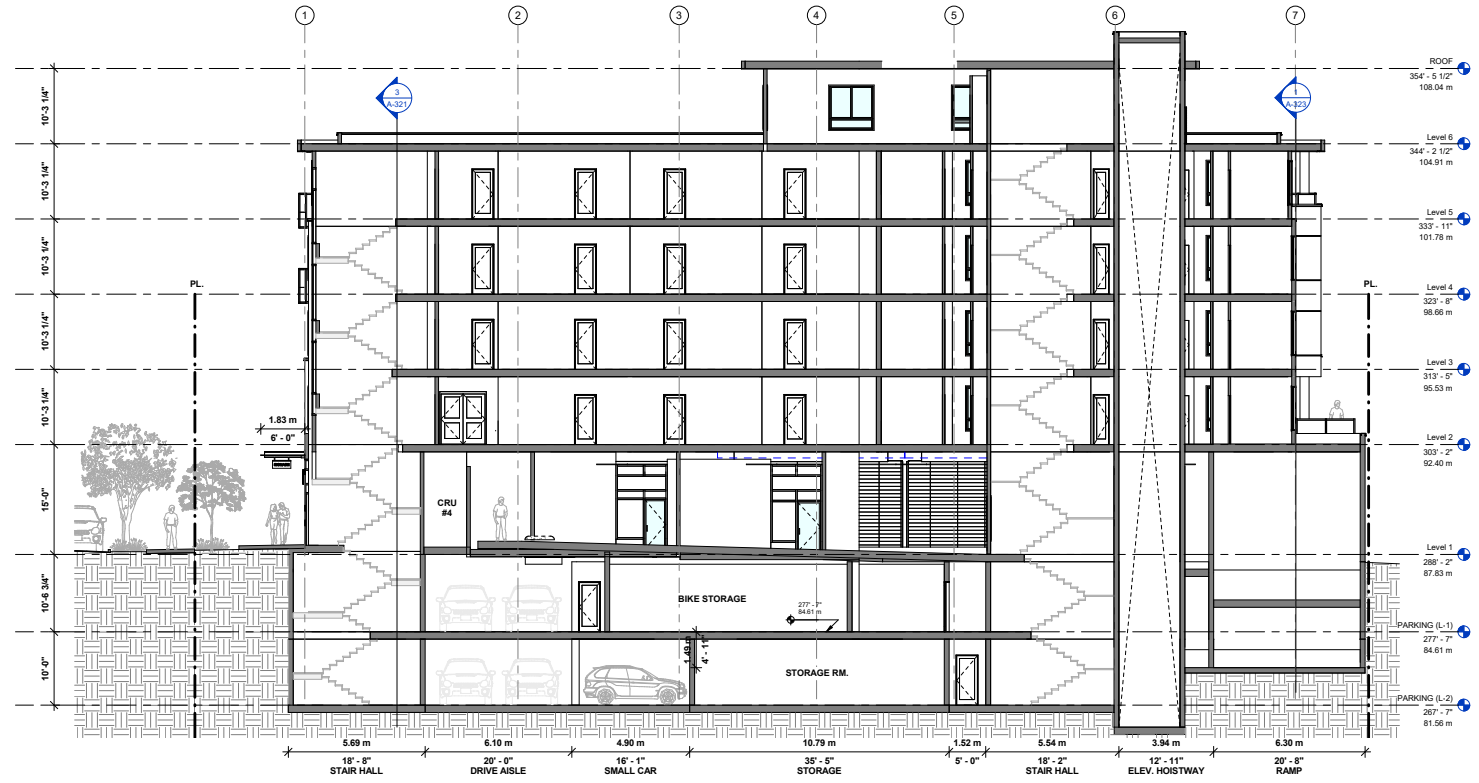
PROJECT:  
**J.J.S. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

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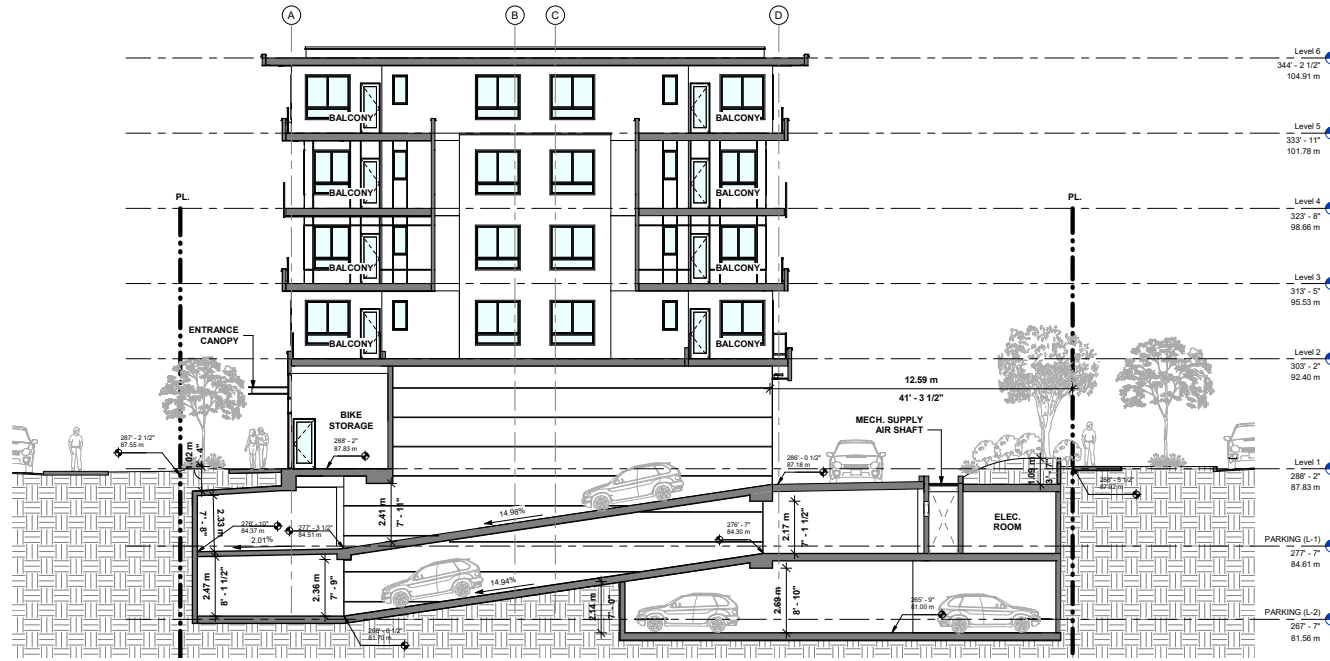
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DRAWN:	DS
CHECKED:	NN
SCALE:	As Indicated
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

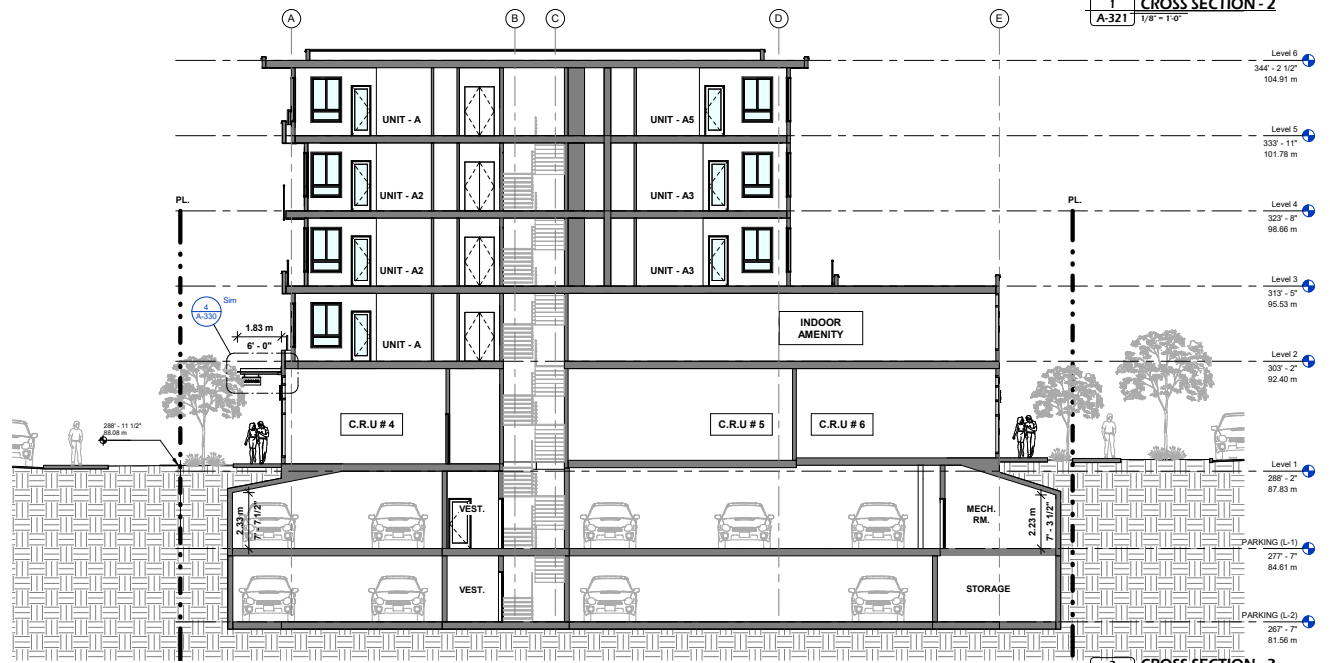
BUILDING SECTION



1 CROSS SECTION - 1  
A-320 1/8" = 1'-0"

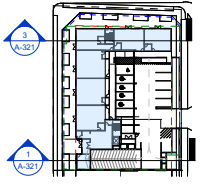


**1 CROSS SECTION - 2**  
A-321 1/8" = 1'-0"



**3 CROSS SECTION - 3**  
A-321 1/8" = 1'-0"

**NOTES:**  
0' 8' 16'  
SCALE: 1/8" = 1'-0"



**2 KEY PLAN - 4**  
A-321 1" = 60'-0"

2023-02-27	REV. 01	FOR CITY COMMENTS
2023-02-28	REV. 02	FOR CITY COMMENTS
2023-03-01	REV. 03	FOR CITY COMMENTS
2023-03-02	REV. 04	FOR CITY COMMENTS
2023-03-03	REV. 05	FOR CITY COMMENTS
2023-03-04	REV. 06	FOR CITY COMMENTS
2023-03-05	REV. 07	FOR CITY COMMENTS
2023-03-06	REV. 08	FOR CITY COMMENTS
2023-03-07	REV. 09	FOR CITY COMMENTS
2023-03-08	REV. 10	FOR CITY COMMENTS
2023-03-09	REV. 11	FOR CITY COMMENTS
2023-03-10	REV. 12	FOR CITY COMMENTS
2023-03-11	REV. 13	FOR CITY COMMENTS
2023-03-12	REV. 14	FOR CITY COMMENTS
2023-03-13	REV. 15	FOR CITY COMMENTS
2023-03-14	REV. 16	FOR CITY COMMENTS
2023-03-15	REV. 17	FOR CITY COMMENTS
2023-03-16	REV. 18	FOR CITY COMMENTS
2023-03-17	REV. 19	FOR CITY COMMENTS
2023-03-18	REV. 20	FOR CITY COMMENTS
2023-03-19	REV. 21	FOR CITY COMMENTS
2023-03-20	REV. 22	FOR CITY COMMENTS
2023-03-21	REV. 23	FOR CITY COMMENTS
2023-03-22	REV. 24	FOR CITY COMMENTS
2023-03-23	REV. 25	FOR CITY COMMENTS
2023-03-24	REV. 26	FOR CITY COMMENTS
2023-03-25	REV. 27	FOR CITY COMMENTS
2023-03-26	REV. 28	FOR CITY COMMENTS
2023-03-27	REV. 29	FOR CITY COMMENTS
2023-03-28	REV. 30	FOR CITY COMMENTS
2023-03-29	REV. 31	FOR CITY COMMENTS
2023-03-30	REV. 32	FOR CITY COMMENTS
2023-03-31	REV. 33	FOR CITY COMMENTS
2023-04-01	REV. 34	FOR CITY COMMENTS
2023-04-02	REV. 35	FOR CITY COMMENTS
2023-04-03	REV. 36	FOR CITY COMMENTS
2023-04-04	REV. 37	FOR CITY COMMENTS
2023-04-05	REV. 38	FOR CITY COMMENTS
2023-04-06	REV. 39	FOR CITY COMMENTS
2023-04-07	REV. 40	FOR CITY COMMENTS

**ardf**  
ARCHITECTURE inc.

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**PROJECT:**  
**J.J.S. SAINI VILLA**  
**(MIXED-USE DEVELOPMENT)**  
**7112 - 128**  
**STREET, SURREY, BRITISH**  
**COLUMBIA**

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DRAWN:	DS
CHECKED:	NN
SCALE:	As Indicated
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

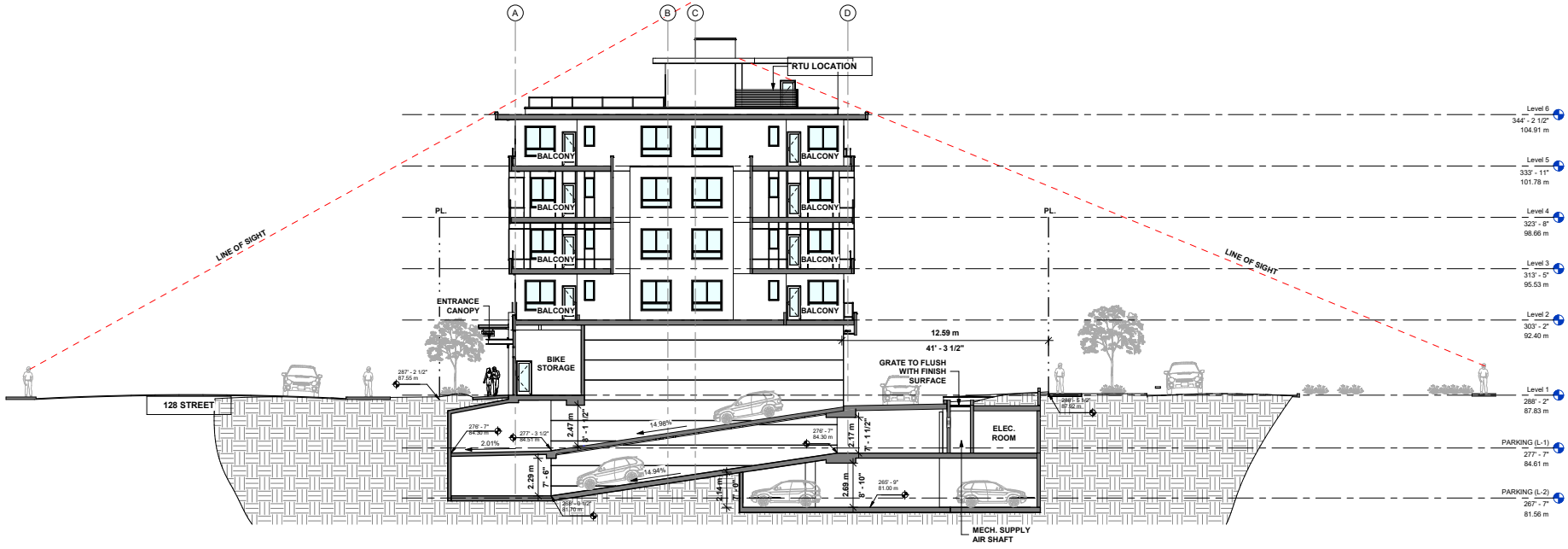
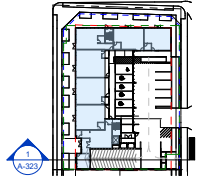
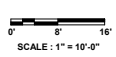
**BUILDING SECTION**

DRAWING NO. **A-321** **X**





NOTES:



2023-02-21	REV. 01P. ENGINE PER CITY COMMENTS
2023-02-20	REV. 01P. PER CITY COMMENTS
2023-02-16	REV. 01P. PER CITY COMMENTS
2023-02-15	REV. 01P. PER CITY COMMENTS
2023-02-15	REVISIONS TO ADAPT CITY CHECKS
2023-02-15	REV. 01P. PER CITY COMMENTS
2023-02-15	REV. 01P. PER CITY COMMENTS
2023-02-15	REV. 01P. PER CITY COMMENTS
2023-02-15	REV. 01P. PER CITY COMMENTS
2023-02-15	REV. 01P. PER CITY COMMENTS
2023-02-15	REV. 01P. PER CITY COMMENTS



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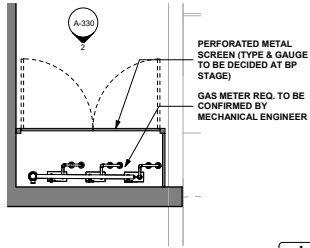
DRAWN: DS
CHECKED: NN
SCALE: As Indicated
JOB NO: SUR-119
DATE: MAR 2020
SHEET TITLE:

**1** CROSS SECTION - LINE OF SIGHT  
A-323 1" = 10'-0"

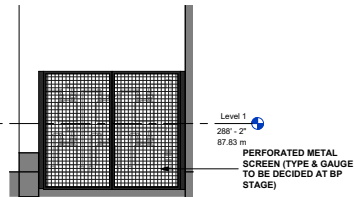
LINE OF SIGHT -  
SECTION



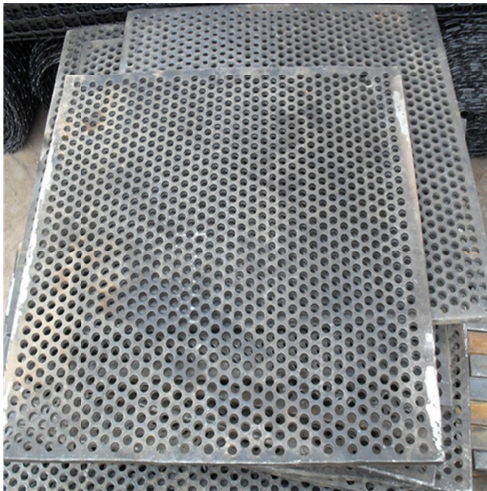
ALL FASCIA AND BLADE SIGNS TO COMPLY WITH GUIDELINES DETERMINED BY CITY OF SURREY SIGN BY-LAW NO. 13656



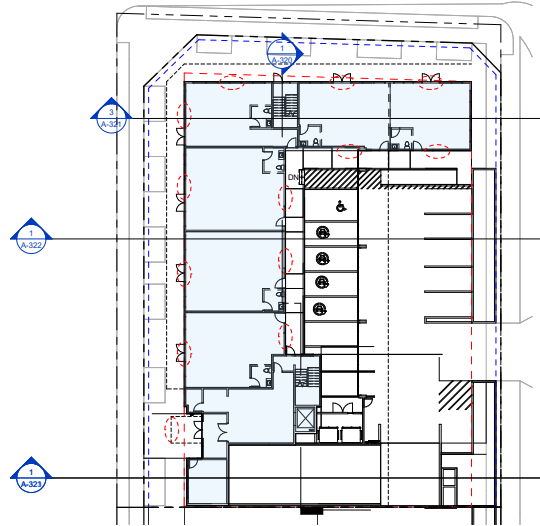
1 GAS METER PLAN  
A-330 1/2" = 1'-0"



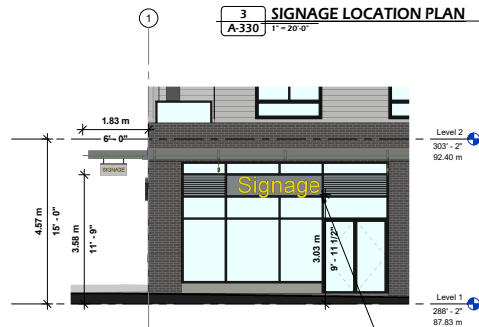
2 GAS METER ELEV.  
A-330 1/2" = 1'-0"



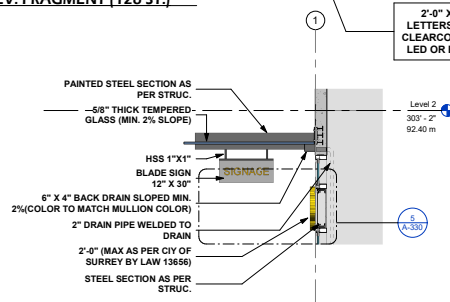
REFERENCE IMAGE - PERFORATED METAL SCREEN



3 SIGNAGE LOCATION PLAN  
A-330 1" = 20'-0"



6 WEST ELEV. FRAGMENT (128 ST.)  
A-330 3/16" = 1'-0"



4 SIGNAGE & CANOPY DETAIL  
A-330 3/8" = 1'-0"

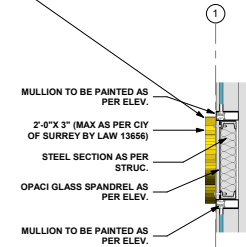


SAMPLE SIGNAGE 1:  
FRONTLIT LED SIGNAGE (2'-0" X 3" MAX.)



SAMPLE SIGNAGE 2:  
BACKLIT LED SIGNAGE (2'-0" X 3" MAX.)

2'-0" X 3" (MAX.)  
LETTERS WITH SATIN  
CLEARCOAT, FRONTLIT  
LED OR BACKLIT LED



5 FASCIA SIGNAGE DETAIL  
A-330 3/4" = 1'-0"

2023-02-07	REV. 01P ENGINE PER CITY COMMENTS
2023-02-07	REV. 02P PER CITY COMMENTS
2023-02-07	REV. 03P PER CITY COMMENTS
2023-02-07	REV. 04P PER CITY COMMENTS
2023-02-07	REV. 05P PER CITY COMMENTS
2023-02-07	REV. 06P PER CITY COMMENTS
2023-02-07	REV. 07P PER CITY COMMENTS
2023-02-07	REV. 08P PER CITY COMMENTS
2023-02-07	REV. 09P PER CITY COMMENTS
2023-02-07	REV. 10P PER CITY COMMENTS
2023-02-07	REV. 11P PER CITY COMMENTS
2023-02-07	REV. 12P PER CITY COMMENTS
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2023-02-07	REV. 14P PER CITY COMMENTS
2023-02-07	REV. 15P PER CITY COMMENTS
2023-02-07	REV. 16P PER CITY COMMENTS
2023-02-07	REV. 17P PER CITY COMMENTS
2023-02-07	REV. 18P PER CITY COMMENTS
2023-02-07	REV. 19P PER CITY COMMENTS
2023-02-07	REV. 20P PER CITY COMMENTS
2023-02-07	REV. 21P PER CITY COMMENTS
2023-02-07	REV. 22P PER CITY COMMENTS
2023-02-07	REV. 23P PER CITY COMMENTS
2023-02-07	REV. 24P PER CITY COMMENTS
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PROJECT:  
**J.J. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT:

**OVIEDO PROPERTIES LTD.**

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DRAWN:	DS
CHECKED:	NN
SCALE:	As Indicated
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

DETAILS

DRAWING NO.

**A-330**

**X**



**West View from 128 street**

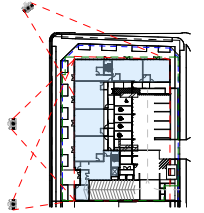


**North west View from 128 street**



**South West View from 128 street**

NOTES:



**1 KEY PLAN-1**  
A-350 1" = 60'-0"

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info@dfarchitecture.ca

PROJECT:  
**J.J.S. SAINI VILLA  
(MIXED-USE DEVELOPMENT)**  
**7112 - 128  
STREET, SURREY, BRITISH  
COLUMBIA**

CLIENT:  
**OVIEDO PROPERTIES LTD.**

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DRAWN:	DS
CHECKED:	NN
SCALE:	1" = 60'-0"
JOB NO.:	SUR-119
DATE:	MAR 2020
SHEET TITLE:	

3D VIEWS

DRAWING NO.:	<b>A-350</b>	<b>X</b>
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BOLLARD LIGHT Hinkley Lighting 5560TBK - Shelter 30" BW 1 LED Bollard

ALL PROPOSED TREES HAVE 1M DEPTH OF SOIL.

TREE GRATE BY DOBNEYFOUNDRY

BROOM FINISH CONCRETE SAW CUT EVERY 1.2M

EXPOSED AGGREGATE BAND

BIKE RACK BY MAGLIN

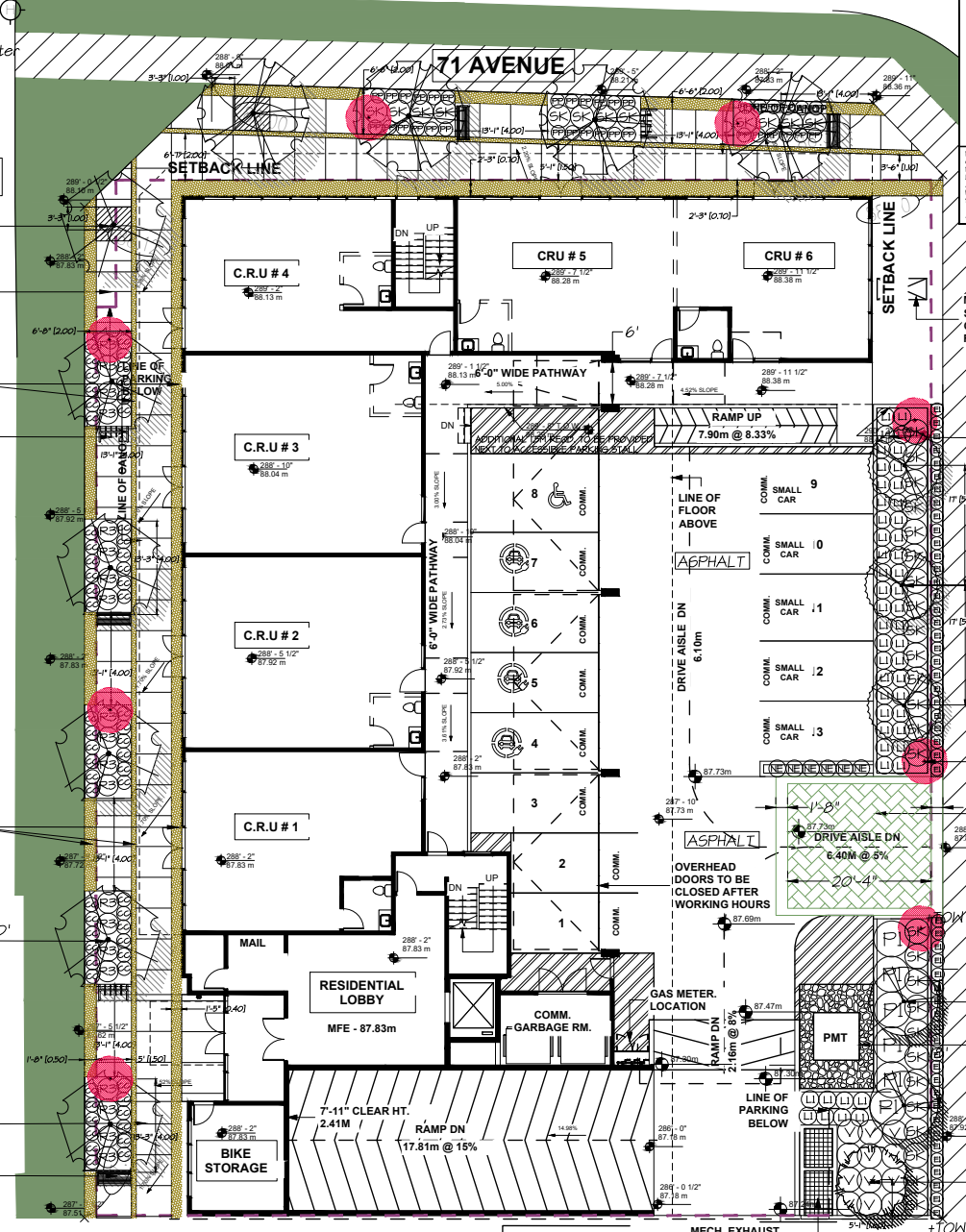
128 STREET

EXPOSED AGGREGATE BAND

ACER PALMATUM 'BLOODGOOD'

BROOM FINISH CONCRETE SAW CUT EVERY 1.2M

BENCH BY MAGLIN



KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
6	4	ACER PALMATUM 'BLOODGOOD'	JAPANESE MAPLE	60M GAL; 84B UPRIGHT FORM
4	4	ACER RUBRUM 'HONITONUM'	COLORADO RED MAPLE	60M GAL; 84H STD; 84B
3	3	CERCIDIPHYLLUM JAPONICUM	KATSURA TREE	60M GAL; 14M STD; 84B
1	1	CORNUS FLORIDA 'RUBRA'	PINK FLOWERING DOGWOOD	20H H; 84B
1	1	STYRAX JAPONICUS	JAPANESE SPICE	3 H; 84B
5	4	ESCALLONIA NEWPORT DHARMI	NEWPORT DHARMI ESCALLONIA	# POT;
6	6	PIERIS JAPONICA 'FOREST FLAME'	PIERIS	# POT; 30CM
20	20	ROSA WHITE HEDLANDI	WHITE HEDLAND ROSE	# POT
38	38	SCERPA JAPONICA (OS HALE)	JAPANESE SCERPA	# POT; 30CM
12	12	VEURUM DAVIDI	DAVID'S VEURUM	# POT; 30CM
FURNAL	51	ELIYAS HAGELLANGIS BLUE TANGO	BLUE TANGO WHEAT GRASS	# POT
60	60	CORNUS CANADENSIS	BUNGHERRY	# POT; 20CM
50	50	LONGICERA PILEATA	PRIVET HONEYBUCKLE	# POT
36	36	FRAXINOMYRTEA TERRESTRIS GREEN SHEEN	JAPANESE SPICE	# POT

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

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

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Fax: 604.553.0045  
Email: office@m2la.com



NO.	DATE	REVISION DESCRIPTION	DR.
1	RELEASED	NEW SITE PLAN/CITY COMMENTS	BN
2	APPROVED	NEW SITE PLAN/CITY COMMENTS	ENGLG
3	APPROVED	NEW SITE PLAN/CITY COMMENTS	ENGLG
4	MANAGED	REV AS PER CLIENT COMMENT	BN
5	MANAGED	REV AS PER CITY COMMENTS/DP	BN
6	APPROVED	ISSUED FOR DP	BN
7	ENCL 201	PRELIMINARY DESIGN	BN

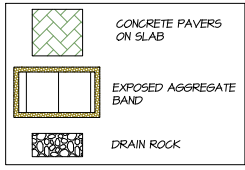
PROJECT:

**MIXED-USE DEVELOPMENT  
7118 - 128 STREET  
SURREY, BC**

DRAWING TITLE:  
**LANDSCAPE  
GROUND FLOOR**

DATE: 09 MAY 2021 DRAWING NUMBER:  
SCALE: 1/8" = 1'-0"  
DRAWN: BN  
DESIGN: MTLM  
CHKD:  
M2LA PROJECT NUMBER: 21-036-14-01

DATE	BY	REVISION DESCRIPTION	DR.
09 MAY 2021	BN	ISSUED FOR DP	BN
09 MAY 2021	BN	PRELIMINARY DESIGN	BN



CONCRETE PAVERS ON SLAB  
A CONTINUOUS CONCRETE SLAB TO BE POURED WITH RECESSED SPACES FOR THE INSET PAVERS

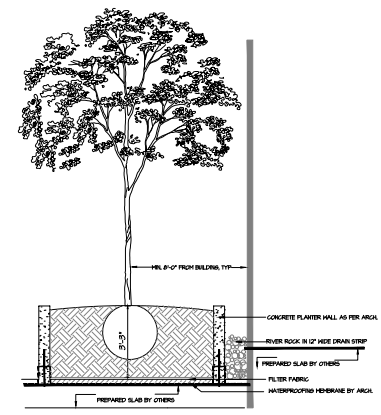
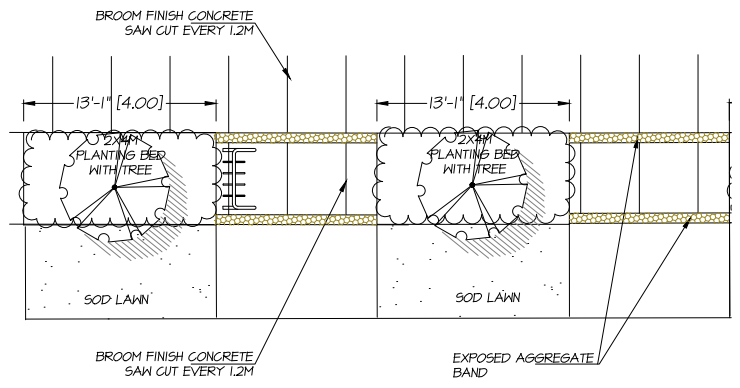
STYRAX JAPONICUS  
DRAIN ROCK AROUND PMT

CORNUS FLORIDA 'RUBRA'



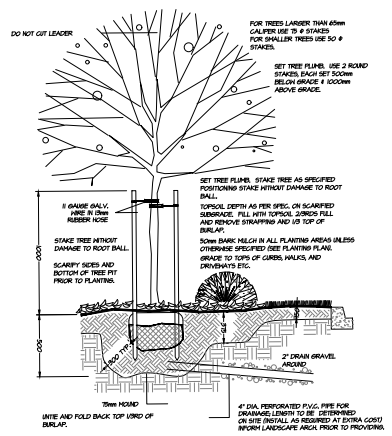


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1 SPECIAL PAVING - COMMERCIAL SITE  
L4 SCALE: 1/4"=1'-0"

2 TREE PLANTING ON SLAB  
L4 SCALE: INTS



3 TREE PLANTING ON GRADE  
L4 SCALE: INTS



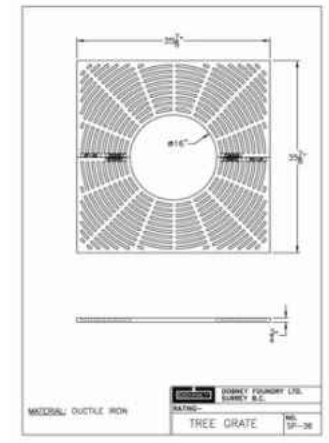
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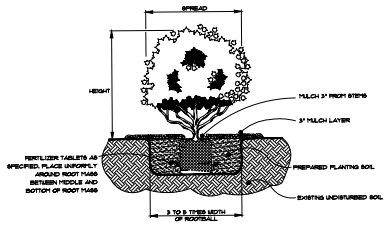
6 BENCH  
L4 MLBT20-H BY MAGLIN



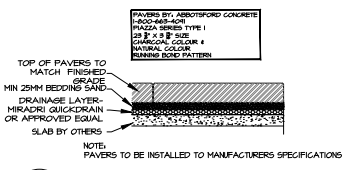
7 L SHAPE BENCH  
L4 BY MAGLIN



4 TREE GRATE  
L4 MODEL: SP-36 BY DOBNEY FOUNDRY TEL: (604) 546-1401



4 SHRUB PLANTING ON GRADE  
L4 SCALE: INTS



8 PAVERS ON SLAB  
L4 BY MAGLIN

NO.	DATE	REVISION DESCRIPTION	DR.
1	PRELIMINARY	NEW SITE PLAN/CITY COMMENTS	BN
2	REVISED	NEW SITE PLAN/CITY COMMENTS	BN
3	REVISED	NEW SITE PLAN/CITY COMMENTS	BN
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5	REVISED	REV AS PER CITY COMMENTS/DP	BN
6	REVISED	ISSUED FOR DP	BN
7	REVISED	ISSUED FOR DP	BN
8	REVISED	PRELIMINARY DESIGN	BN

NO.	DATE	REVISION DESCRIPTION	DR.

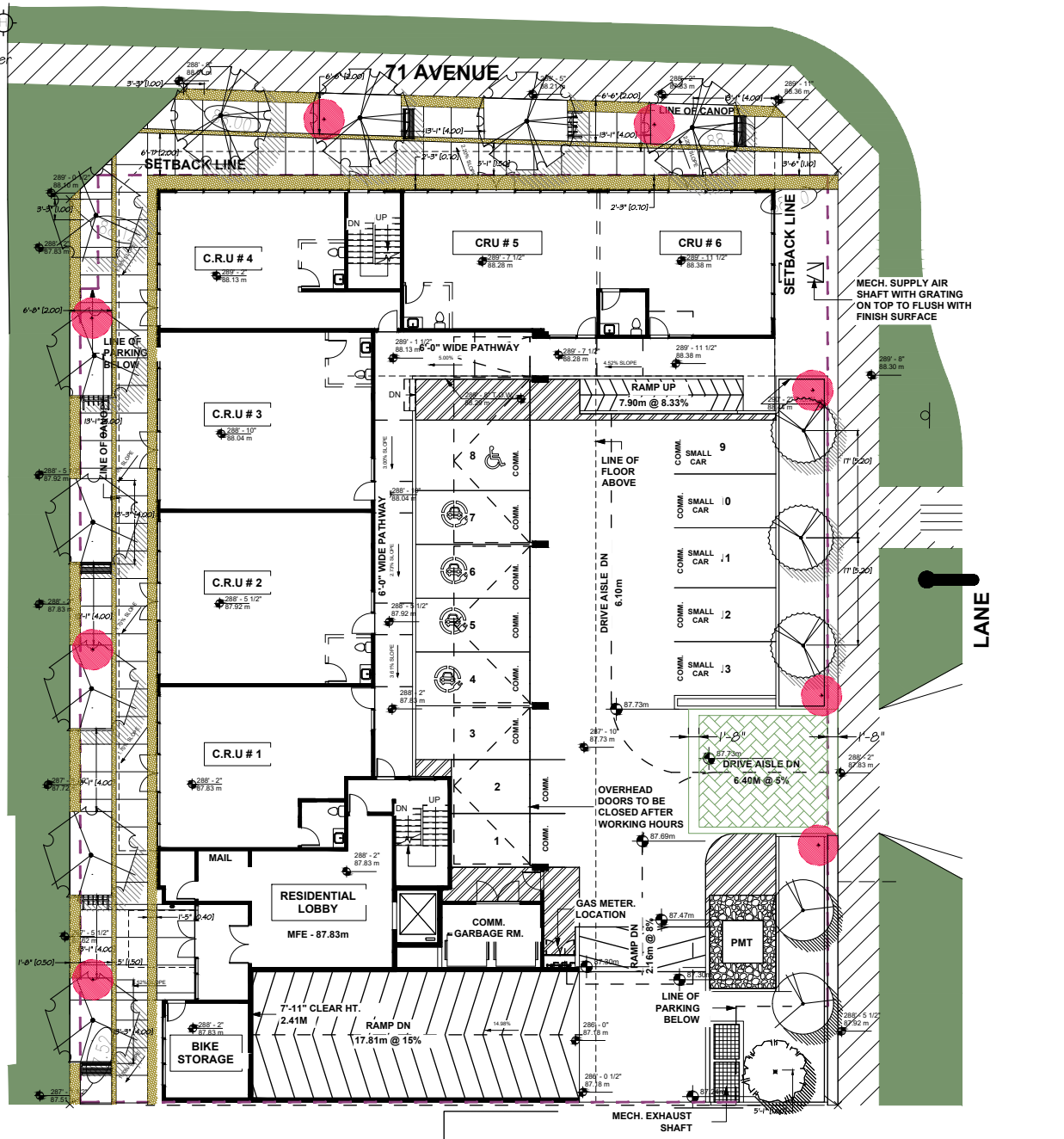
PROJECT:  
**MIXED-USE DEVELOPMENT  
7118 - 128 STREET  
SURREY, BC**

DRAWING TITLE:  
**LANDSCAPE  
DETAILS**

DATE: 10 MAY 2021	DRAWING NUMBER:
SCALE:	<b>L4</b>
DRAWN: BN	
DESIGN: MTL	
CHKD:	
M2LA PROJECT NUMBER:	21-036

BOLLARD LIGHT Hinkley Lighting 5560TEK - Shelter 30" BW | LED Bollard

128 STREET



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LANDSCAPE ARCHITECTURE

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NO.	DATE	REVISION DESCRIPTION	DR.
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2	REVISION	NEW SITE PLAN / CITY COMMENTS	BN
3	REVISION	NEW SITE PLAN / CITY COMMENTS	BN
4	REVISION	REV AS PER CLIENT COMMENT	BN
5	REVISION	REV AS PER CITY COMMENTS / DP	BN
6	REVISION	ISSUED FOR DP	BN
7	REVISION	PRELIMINARY DESIGN	BN

NO.	DATE	REVISION DESCRIPTION	DR.

PROJECT:  
**MIXED-USE DEVELOPMENT  
7118 - 128 STREET  
SURREY, BC**

DRAWING TITLE:  
**LIGHTING PLAN**

DATE:	09 MAY 2021	DRAWING NUMBER:	
SCALE:	1/8" = 1'-0"		
DRAWN:	BN		
DESIGN:	MTLM		
CHK'D:			
M2LA PROJECT NUMBER:			

L5

OF 8  
21-026-14-01 21-026

---

TO: **Manager, Area Planning & Development  
- South Surrey Division  
Planning and Development Department**

FROM: **Development Services Manager, Engineering Department**

DATE: **February 28, 2023** PROJECT FILE: **7821-0162-00**

---

RE: **Engineering Requirements  
Location: 7112 128 St**

### OCP AMENDMENT

There are no engineering requirements relative to the OCP Amendment beyond those noted below.

### REZONE AND SUBDIVISION

#### *Property and Right-of-Way Requirements*

- Dedicate 2.808 m along 128 Street for Arterial Road Standard;
- Dedicate 2.0 m along east-west lane;
- Dedicate required corner cuts;
- Register 0.5 m Statutory Right-of-Way (SRW) along all frontages

#### *Works and Services*

- Reconstruct the existing curb and sidewalk at the ultimate location, and widen existing median complete with fencing on 128 Street;
- Install pedestrian signal at lane and 128 Street;
- Construct the lane & school access to a modified standard; and
- Construct sanitary main along 128 Street to service the development.

A Servicing Agreement is required prior to Rezone and Subdivision.

### DEVELOPMENT PERMIT

There are no engineering requirements relative to issuance of the Development Permit.



Jeff Pang, P.Eng.  
Development Services Manager



# Appendix III



May 16, 2022

**Planning**

**THE IMPACT ON SCHOOLS**

APPLICATION #: 21 0162 00

**SUMMARY**

The proposed 47 lowrise units are estimated to have the following impact on the following schools:

**Projected enrolment at Surrey School District for this development:**

Elementary Students:	7
Secondary Students:	6

September 2021 Enrolment/School Capacity

<b>W.E. Kinvig Elementary</b>	
Enrolment (K/1-7):	38 K + 319
Operating Capacity (K/1-7)	38 K + 466
<b>Princess Margaret Secondary</b>	
Enrolment (8-12):	1380
Capacity (8-12):	1500

<b>Projected population of school-age children for this development:</b>	19
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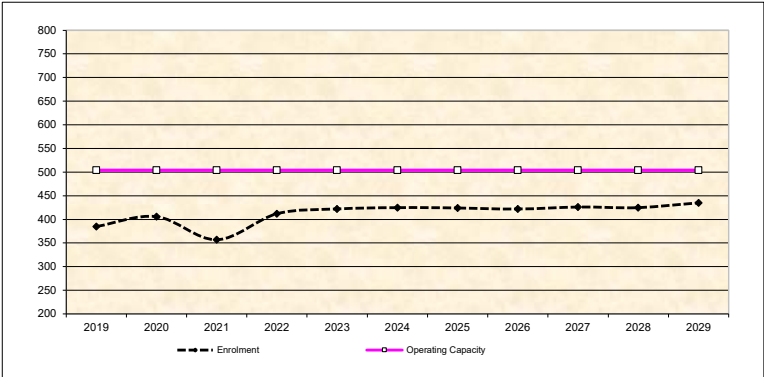
**Population:** The projected population of children aged 0-19 impacted by the development.  
**Enrolment:** The number of students projected to attend the Surrey School District ONLY.

**School Enrolment Projections and Planning Update:**  
 The following tables illustrate the enrolment projections (with current/approved ministry capacity) for the elementary and secondary schools serving the proposed development.

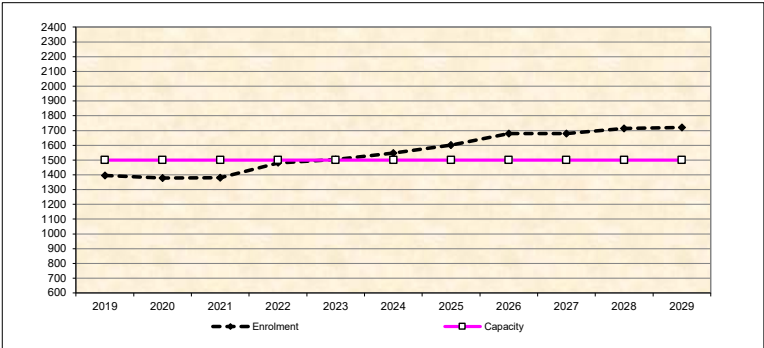
W.E. Kinvig Elementary is serving maturing neighbourhoods and is currently operating under capacity but is still showing a modest growth trend over the next 10 years. The growth can be accommodated within the existing capacity of the school; therefore, there are no plans for any future expansions to the school.

Princess Margaret Secondary is currently operating under capacity; however, the growth trend is now leveling off. The district's long-term plan is to build a 300 capacity addition post 2030

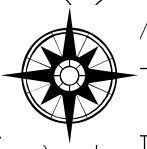
**W.E. Kinvig Elementary**



**Princess Margaret Secondary**



\* Nominal Capacity is estimated by multiplying the number of enrolling spaces by 25 students.  
 Maximum operating capacity is estimated by multiplying the number of enrolling spaces by 27 students.



MR

72 Ave

URB  
to  
MR

128 St

URB



Re: Response to ADP MOM - Development Inquiry at 7112 – 128 Street, Surrey #7921-0162-00 dated September 01, 2022 and revised on February 23<sup>rd</sup>, 2023

## Key Points

1. Recommend that the applicant works with the City to consider additional density to fill in the ground floor covered area due to the numerous CPTED concerns.  
**DF RESPONSE: Overhead Doors added in commercial parking as per discussion with city staff to mitigate CPTED concerns (Refer to drawing A-100)**
2. Consider locating some of the outdoor amenity space near the indoor amenity space or working with the City to allow additional height to accommodate a consolidated roof-top amenity space.  
**DF RESPONSE: Indoor amenity at Level – 6 next to outdoor amenity (Refer to drawing A-207)**
3. Consider shifting the PMT location to the south to improve the efficiency of the parkade.  
**DF RESPONSE: PMT location cannot be changed due to PMT site access requirements**
4. Consider further design development of material expression and how transitions between materials will be detailed.  
**DF Response: To address the concern number of materials and colors have been reduced to avoid complexity in the execution of material changes. Moreover all the material and color changes are done with facade articulation hence there is no material change on the same level of the facade.**
5. Consider reducing the number of materials used.  
**DF RESPONSE: Updates done to reduce the material used. (Refer to A-300,301,350,351)**
6. Reconsider the use of red on the roof overhang.  
**DF RESPONSE: Red overhang colour revised. (Refer to A-300,301,350,351)**
7. Coordinate the CRU entries with tree spacing.  
**DF RESPONSE: CRU entries coordinated with tree spacing. (Refer to A-100)**
8. Consider further development of the outdoor amenity space and increase opportunities for social interactions.  
**M2 RESPONSE: We have provided outdoor seating area with BBQ + veggie garden to improve resident's activity & interactions.**

9. Consider specifying the use of artificial turf for the outdoor amenity space to address maintenance and irrigation concerns.  
**DF RESPONSE: Noted and will be incorporated in Landscape drawings**
10. Consider relocating accessible parking stalls to the north end of the commercial parkade.  
**DF RESPONSE: Accessible parking stall relocated to the north. (Refer to A-100)**
11. Consider energy modelling to inform design process and consider using future climate files for thermal comfort modelling to test resiliency and ensure livability in future.  
**DF RESPONSE: Noted and will be addressed at BP Stage**

#### Site

12. Consider how loading will work for both residential units and CRUs.  
**DF RESPONSE: All Loading/Unloading will be done after work hours and zoning bylaw do not mandate loading bay for commercial units.**
13. If the amenity spaces are not consolidated into a single roof-top element as suggested under Key Points, consider relocating the indoor amenity space closer to the lobby.  
**DF RESPONSE: Indoor amenity at Level – 6 next to outdoor amenity (Refer to drawing A-207)**

#### Form and Character

14. The form and character will be great addition to the area.  
**DF RESPONSE: Noted and thanks**
15. Consider adding glazing or provide a lighter colour to the solid black patio doors to allow for more natural light.  
**DF RESPONSE: Glazing added to all patio doors. (Refer to A-300,301,350,351)**
16. Further to the comment noted under Key Points, the proposed brick cladding on the CRU entry appears domestic and warm, while the metal cladding on the residential entry is more industrial. Consider the rationale of both materials for each space.  
**DF RESPONSE: Noted. We have revised the siding around the residential entrance to hardie panel (light gray to match the residential component above). Cladding between residential entrance and CRU is proposed different to emphasize on the separation of both uses.**
17. Consider articulating the bike storage near the residential entry as a showcase.  
**DF RESPONSE: Noted and Glazed door added to bike storage entry.**

### Landscape

18. Ensure a continuous concrete slab is poured with recessed spaces for the inset pavers to avoid settling.  
**M2 RESPONSE:** A note is added on our drawing to ensure a continuous concrete slab is poured.
19. Consider relocating trees on the east side of the rooftop to the westside to provide more shade.  
**M2 RESPONSE:** We have revised the layout of rooftop and all proposed trees are on West side of rooftop.

### CPTED

20. Further to the CPTED comments provided under Key Points, the Panel recommended that CPTED-related concerns for the outdoor covered area be addressed through design, such as using a lighter coloured soffit and material and ensuring there is good lighting in the area.  
**DF RESPONSE:** Overhead Doors added in commercial parking which will be closed after work hours as per discussion with city staff to mitigate CPTED concerns, and developer suggested this site will have remote surveillance & patrol security (Refer to drawing A-100)
21. Consider deeper CRUs to reduce overhang depth.  
**DF RESPONSE:** Depth of the CRU units have been increased.
22. Consider providing a 3d render view of the overhang to better understand the space.  
**DF RESPONSE:** East render from parking added (Refer to A-351 & A-352)

### Sustainability

23. Sustainability comments are noted under Key Points.  
**DF RESPONSE:** Noted

### Accessibility

24. Consider further design development to make the lobby ramp experience more enjoyable.  
**DF RESPONSE:** There is no ramp proposed in the lobby. Please clarify.

**JESSIE ARORA**

Principal, Architect AIBC  
 SSA, MAA, AAA, OAA, RA

**CITY OF SURREY**

**HOUSING AGREEMENT**

**Mixed-Use**

THIS HOUSING AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**CITY OF SURREY**, a municipal corporation having its offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the “**City**”)

OF THE FIRST PART

AND:

**TOP MOST HOLDINGS LTD.**

of 12729 - 70 Avenue Surrey, BC V3W 0V4

(the “**Owner**”)

OF THE SECOND PART

WHEREAS:

- A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: PID 008-130-825

Legal Description: SOUTH HALF LOT 1; EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 16116 AND SECONDLY: PART SUBDIVIDED BY PLAN 18420; THIRDLY: PART ON PLAN BCP7030 SECTION 17 TOWNSHIP 2 NEW WESTMINSTER DISTRICT PLAN 1183

(the “**Lands**”);

- B. The Owner proposes to use the Lands for constructing a 5-storey building with 47 Dwelling Units and ground floor commercial retail units (the “**Development**”);

- C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

## 1. **DEFINED TERMS**

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- (a) “**Agreement**” means this housing agreement and any amendments to or modifications of the same;
  - (b) “**City**” means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
  - (c) “**City Personnel**” means all of the City’s elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
  - (d) “**Claims and Expenses**” means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
  - (e) “**Development**” means as defined in Recital B;
  - (f) “**Dwelling Unit**” means each of the 47 dwelling units to be constructed within the Development;
  - (g) “**Lands**” means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act* of British Columbia);
  - (h) “**Owner**” means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then “Owner” includes the strata corporation thereby created;

- (i) **“Rental Units”** means 47 Dwelling Units which must be made available by the Owner to the general public at arms’ length, at market rates, as determined from time to time by the Owner, for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
- (j) **“Term”** means 20 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

## **2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS**

- 2.1 During the Term the Rental Units must be made available for rent in accordance with this Agreement, at market rates, as determined from time to time by the Owner.
- 2.2 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.1 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.3 All of the Rental Units must be owned by the same Owner(s).
- 2.4 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.
- 2.5 This Agreement shall automatically terminate at the end of the Term, at which time the City will execute a discharge of this Agreement in registrable form and deliver to the Owner for filing in the applicable land title office.

## **3. LIABILITY**

- 3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.



- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### 4. **NOTICE**

- 4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

(a) As to the City:

City of Surrey

13450 – 104 Avenue

Surrey, BC V3T 1V8

Attention: General Manager, Planning and Development Department

(b) As to the Owner:

Top Most Holdings Ltd.

12729 70 Avenue Surrey, BC V3W 0V4

Attention: Manjit Singh Saini

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

- 4.2 It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be delivered and not mailed.

#### 5. **GENERAL**

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.

- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or

obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Subdivision/Consolidation.** If the Lands are subdivided or consolidated at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, then upon the deposit of a plan of subdivision, strata plan, consolidation plan or similar plan or application as the case may be the rights, benefits, burdens, obligations, and covenants contained in this Agreement will

continue to charge each of the new parcels, lots, or other subdivided or consolidated parcels and areas so created.

- 5.11 **Subdivision by Strata Plan.** If the Owner during or after the Term of this Agreement, makes an application to the City for subdivision of the Lands by a strata plan, the City will approve such application irrespective of any issues related to number of the Rental Units occupied by the tenants. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) this Agreement will be registered against each individual strata lot and noted on the common property sheet;
  - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
  - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan.
- 5.12 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.13 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- 5.14 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.15 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.16 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.

5.17 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owner have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

**CITY OF SURREY**

By: \_\_\_\_\_  
Authorized Signatory  
Brenda Locke,  
Mayor  
City of Surrey

By: \_\_\_\_\_  
Authorized Signatory  
Jennifer Ficocelli,  
City Clerk  
City of Surrey

**TOP MOST HOLDINGS LTD.**

By: \_\_\_\_\_  
Authorized Signatory  
Manjit Singh Saini