

# City of Surrey PLANNING & DEVELOPMENT REPORT Application No.: 7922-0277-00

Planning Report Date: May 6, 2024

#### **PROPOSAL:**

- **NCP Amendment** from "Townhouse" to "Low Rise Transition Residential" in the Guildford Plan.
- **Rezoning** from RF to CD (based on RM-70).
- Development Permit
- Housing Agreement

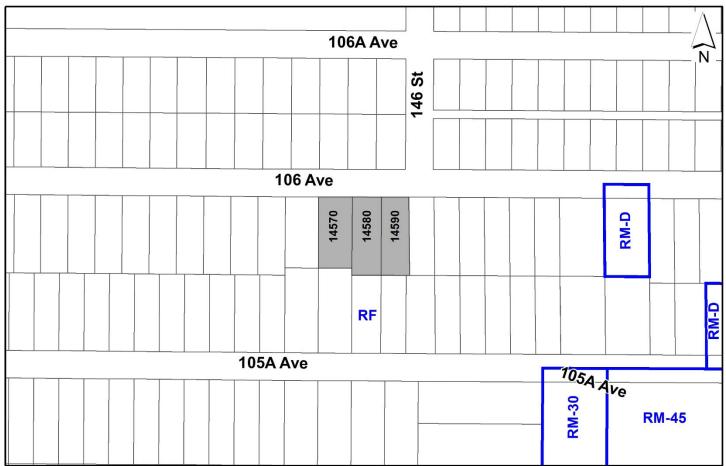
to permit the development of a 5-storey residential building, containing 98 market rental units secured through a 60-year Housing Agreement over two (2) levels of underground parking, on a consolidated site in Guildford.

**LOCATION:** 14570/14580/14590 - 106 Avenue

**ZONING:** RF

**OCP DESIGNATION:** Multiple Residential

NCP DESIGNATION: Townhouse



#### **RECOMMENDATION SUMMARY**

- Rezoning By-law to proceed to Public Notification. If supported the By-law will be brought forward for First, Second, and Third Reading.
- By-law Introduction, First, Second and Third Reading for a Housing Agreement.
- Approval to draft Development Permit for Form and Character.

#### DEVIATION FROM PLANS, POLICIES OR REGULATIONS

• Seeking an amendment to the Guildford Plan in order to redesignate the subject site from "Townhouse" to "Low Rise Transition Residential" and to introduce an east-west lane along the southern lot line.

#### RATIONALE OF RECOMMENDATION

- The proposal complies with the General Urban designation in the Metro Vancouver *Regional Growth Strategy* (RGS).
- The proposal complies with the Multiple Residential designation in the Official Community Plan (OCP), which supports densities of up to 2.5 FAR (Gross) on the subject site.
- In accordance with changes to the Local Government Act, Section 464, under Bill 44 (2023) a Public Hearing is not permitted for the subject rezoning application as the proposed rezoning is consistent with the Official Community Plan (OCP). As such, Council is requested to endorse the Public Notification to proceed for the proposed Rezoning By-law. The Rezoning By-law will be presented to Council for consideration of First, Second, and Third Reading, after the required Public Notification is complete, with all comments received from the Public Notification presented to Council prior to consideration of the By-law readings.
- To accommodate the proposed development, an amendment to the Guildford Plan is required in order to redesignate the subject site from "Townhouse" to "Low Rise Transition Residential" as well as introduce an east-west oriented lane (future 12.0m Green Lane) along the southern lot line.
- The proposal complies with the Development Permit requirements in the OCP for Form and Character.
- The proposed building achieves an attractive architectural built form, which utilizes high quality materials and contemporary lines. The proposed setbacks achieve a more urban, pedestrian streetscape while the proposed street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.
- The applicant proposes to enter into a Housing Agreement to allocate all 98 new dwelling
  units as market rental for a period no less than 60 years. The Housing Agreement By-law will
  be brought forward for Final Adoption concurrently with the Rezoning By-law when all
  requirements have been addressed.

#### RECOMMENDATION

The Planning & Development Department recommends that:

- 1. Council endorse the Public Notification to proceed for a By-law to rezone the subject site from "Single Family Residential Zone (RF)" to "Comprehensive Development Zone (CD)".
- 2. A By-law be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.
- 3. Council authorize staff to draft Development Permit No. 7922-0277-00 generally in accordance with the attached drawings (Appendix I).
- 4. 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 subdivision layout to the satisfaction of the Approving Officer;
  - (c) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
  - (d) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
  - (e) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
  - (f) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
  - (g) the applicant enter into a Housing Agreement with the City to restrict the tenure of the proposed 98 dwelling units to the subject site to market rental for a period of no less than 60 years;
  - (h) provision of cash-in-lieu contribution to satisfy the indoor amenity space requirement of the RM-70 Zone, at the rate in effect at the time of Final Adoption;
  - (i) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department; and
  - (j) registration of a Section 219 Restrictive Covenant requiring the applicant to pay all deferred financial contributions for Public Art, Affordable Housing Strategy, Tier 1 Capital Projects Community Amenity Contributions, and Tier 2 Community-specific Capital Project Community Amenity Contributions should the project be converted from rental housing to market housing at any time after the subject Housing Agreement has expired.

5. Council pass a resolution to amend the Guildford Plan to redesignate the land from "Townhouse" to "Low Rise Transition Residential" and introduce an east-west lane, as illustrated in Appendix I, when the project is considered for Final Adoption.

#### SITE CONTEXT & BACKGROUND

Direction	Existing Use	Guildford Plan Designation	Existing Zone
Subject Site	Single family lots.	Townhouse	RF
North (Across 106 Avenue):	Single family lots.	Parks and Natural Areas	RF
East (Across future 146 Street):	Single family lots.	Townhouse	RF
South (Across future Lane):	Single family lots.	Townhouse	RF
West:	Single family lots under Application No. 23-0342-00 for a 5-storey residential building (Pre- Council).	Townhouse	RF

#### Context & Background

- The 3,630-square metre site, comprised of three (3) single family residential lots, is located on the south side of 106 Avenue, between 144 Street and 146 Street in the Hawthorne District of the Guildford Plan.
- The properties are presently occupied by single family residential dwellings, which are proposed to be demolished as part of the subject development application.
- The subject site is designated "Multiple Residential" in the Official Community Plan (OCP), "Townhouse" in the Guildford Plan, and zoned "Single Family Residential Zone (RF)".

#### **DEVELOPMENT PROPOSAL**

#### **Planning Considerations**

- In order to permit the development of a 5-storey apartment building, containing approximately 98 market rental dwelling units over two (2) levels of underground parking in the Hawthorne District of Guildford, the applicant will require the following:
  - NCP Amendment for "Townhouse" to "Low Rise Transition Residential" under the Guildford Plan;
  - o **Rezoning** from RF to CD (based on RM-70);
  - o **Housing Agreement** to restrict the tenure of the proposed 98 dwelling units to market rental for a period of no less than 60 years;

- **Development Permit** for Form and Character; and
- **Subdivision (Consolidation)** from three (3) lots to one (1) lot.

	Proposed
Lot Area	
Gross Site Area:	3,630 square metres
Road Dedication:	866 square metres
Net Site Area:	2,764 square metres
Number of Lots:	1
<b>Building Height:</b>	17.0 metres (6-storeys)
Floor Area Ratio (FAR):	1.65 (Gross); 2.20 (Net)
Floor Area	
Residential:	5,982 square metres
Indoor Amenity Space:	100 square metres
Total:	6,082 square metres
Residential Units:	
Studio:	15 dwelling units (15.3% of total units)
1-Bedroom:	63 dwelling units (64.3% of total units)
2-Bedroom:	18 dwelling units (18.4% of total units)
3-Bedroom:	2 dwelling units (2.0% of total units)
Total:	98 dwelling units

#### Referrals

The Engineering Department has no objection to the project **Engineering:** 

subject to the completion of Engineering servicing requirements as

outlined in Appendix II.

School District: The School District has advised that there will be approximately 16

> school-age children generated by this development, of which the School District has provided the following expected student

enrollment.

9 Elementary students at Hjorth Road Elementary School

14 Secondary students at Guildford Park Secondary School

(Appendix III)

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.

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Fall 2026.

### Parks, Recreation & Culture:

No concern.

Parks, Recreation & Culture accept the removal of Tree Nos. C1, C2, C3, C5, and C6 to accommodate the proposed development application.

The closest active park is Hawthorne Rotary Park, including playgrounds, water playground, walking trails and natural areas, is 500 metres walking distance away. Future parkland is proposed within 20 metres walking distance of the subject site as part of the Guildford Plan.

Surrey Fire Department: The Surrey Fire Department has no concerns with the proposed

development, however, there are some standard items to be addressed as part of the subsequent Building Permit application.

Advisory Design Panel: At the Regular Council – Land Use meeting on December 18, 2023,

Council endorsed Corporate Report No. R214 (2023) which amended the Terms of Reference of the City's Advisory Design Panel (ADP) permitting multi-family proposals that are 6-storeys or less, and supported by City staff, to proceed to Council by By-law introduction, without review and/or comment from the ADP.

The subject development proposal is generally supported by City staff and the applicant has agreed to resolve any outstanding items, to the satisfaction of the Planning and Development Department, prior to consideration of Final Adoption of the Rezoning By-law as well as issuance of the Development Permit.

#### **Transportation Considerations**

#### Road Network and Infrastructure

- The applicant is required to provide the following road dedication and improvements as part of the subject development proposal:
  - o Construct the south side of 106 Avenue to the Local Road Standard;
  - Dedicate and construct an 11.5-metre wide portion of 146 Street to the Half Road Standard (ultimate 20.0m Local Road Standard); and
  - Dedicate and construct a portion of the 6.o-metre wide east-west lane within the southern portion of the subject site.

#### **Access and Parking**

• Access to the underground parkade will be provided via the proposed new 6.o-metre wide east-west lane at the south-east corner of the subject site.

#### **Traffic Impacts**

• The subject development proposal is, according to industry standard rates, anticipated to generate approximately one (1) vehicle trip every one (1) to two (2) minutes in the peak hour. This is below the City's threshold for requiring a site-specific traffic impact analysis.

#### **Transit and Active Transportation Routes**

- The subject site is located in close proximity to the 104 Avenue Frequent Transit Development Area (FTDA) and approximately 460 metres from an existing stop serviced by TransLink Rapid Bus Route No. R1 (Guildford Exchange/Network Exchange B-Line).
- The subject site is located approximately 60 metres to the north of the future Hawthorne Greenway, which runs east-west along 104A and 105 Avenue.

#### **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 proposed development complies with the "General Urban" designation of the subject site under the Metro Vancouver 2050 *Regional Growth Strategy* (RGS).

#### **Official Community Plan**

#### **Land Use Designation**

• The proposed development complies with the "Multiple Residential" designation of the subject site under the Official Community Plan (OCP).

#### **Secondary Plans**

#### Land Use Designation

- The subject site is designated "Townhouse" under the Guildford Plan.
- In order to accommodate the subject development proposal, the applicant is seeking an amendment to the Guildford Plan to redesignate the subject site from "Townhouse" to "Low Rise Transition Residential" and to introduce an east-west oriented lane along the south lot line.

#### Amendment Rationale

- The proposed density, building height and building form are considered appropriate for his part of the Guildford Plan area given that the subject site is located within close proximity to a Frequent Transit Network (104 Avenue) and its associated Frequent Transit Development Area (FTDA).
- The proposed 5-storey building will provide an appropriate density and height transition between future higher-density, mid- to high-rise developments to the south and future low-to mid-rise developments and ground-oriented multi-family and single-family developments to the north under the Guildford Plan.
- The proposal will provide needed purpose-built rental housing in the Guildford neighbourhood.
- 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 secured through a minimum 60-year Housing Agreement. A Restrictive Covenant will be registered making CACs payable if there is a future change in the tenure of the proposed dwelling units.

#### CD By-law

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

Zoning	RM-70 Zone (Part 23)	Proposed CD Zone	
Unit Density:	N/A	N/A	
Floor Area Ratio:	1.5 FAR (Net)	2.20 FAR (Net)	
Lot Coverage:	33%	50%	
Yards and Setbacks			
North Yard:	7.5 metres	5.5 metres	
East Yard:	7.5 metres	5.5 metres	
South Yard:	7.5 metres	4.5 metres	
West Yard:	7.5 metres	4.5 metres	
Principal Building Height:	50.0 metres	17.0 metres	
Permitted Uses:	<ul> <li>Multiple unit residential buildings.</li> <li>Ground-oriented multiple unit residential buildings.</li> <li>Child care centres.</li> </ul>	Multiple unit residential buildings.	
Amenity Space			
Indoor Amenity:	3.0 sq.m. per dwelling unit (297 sq.m. total)	The proposed 100 m² + CIL meets the Zoning By-law requirement.	

Outdoor Amenity:	3.0 sq.m. per dwelling unit (297 sq.m. total)	The proposed 330 m² meets the Zoning By-law requirement.	
Parking (Part 5)	Required	Proposed	
Number of Spaces			
Residential:	98 parking spaces	78 parking spaces	
Residential Visitor:	10 parking spaces	10 parking spaces	
Total:	108 parking spaces	88 parking spaces	
Accessible:	2 parking spaces 2 parking space		
Bicycle Spaces			
Residential:	118	120	
Residential Visitor:	6	6	

- The proposed CD By-law is based upon the "Multiple Residential 70 Zone (RM-70)" with modifications to the permitted land uses, density, lot coverage, minimum building setbacks and off-street parking requirements.
- When calculated based on the gross site area, the proposed 5-storey apartment building on the subject site will have a floor area ratio (FAR) of 1.65, which generally complies with the 1.6 FAR (Gross) permitted under the "Low Rise Transition Residential" designation in the Guildford Plan.
- Given the proximity of the subject site to the 104 Avenue and its associated FTDA, which terminates approximately 60 metres to the south of the subject site along 105A Avenue, as well as the requirement to dedicate both 11.5 metres for the future 146 Street and 6.0 metres for the future east-west lane, the proposal to increase the density from 1.50 to 2.20 (Net) in the proposed CD Zone is supportable.
- In addition, the applicant proposes to enter into a Housing Agreement to allocate all 98 new dwelling units as market rental for a period no less than 60 years. The Housing Agreement By-law will be brought forward for Final Adoption concurrently with the Rezoning By-law when all requirements have been addressed.
- The maximum lot coverage has been increased from 33% under the RM-70 Zone to a maximum of 50% in the proposed CD Bylaw to accommodate the proposed built form. The proposed lot coverage is typical for 5-storey apartment buildings on a site of this size.
- The proposed setbacks reductions will allow for better connectivity to the street, providing a more pedestrian-friendly urban landscape and are generally in keeping with other 5-storey apartment buildings in the Guildford Plan.

#### On-site Parking and Bicycle Storage

• The proposed development includes a total of 88 parking spaces, consisting of 78 residential parking spaces and 10 parking spaces for visitors. This includes two (2) accessible parking spaces as per Part 5 of the Surrey Zoning Bylaw, as amended.

- The applicant is proposing to provide a rate of 0.8 parking spaces per dwelling unit for residents and 0.1 parking spaces per dwelling unit for visitors (0.1 per dwelling unit). The proposed parking reduction is supportable given the subject site is located within a Rapid Transit Area (RTA) and complies with the reduced parking rates previously endorsed by Council as part of Corporate Report No. R115 (2021).
- The Zoning Bylaw require that no parking facilities be constructed within 2.0 metres of the front line or a lot line along a flanking street. The proposed underground parkade will be located within 0.5 metres of the north, east, south, and west lot lines. As a result, the proposed CD By-law will permit the underground parking facility to be 0.5 metres from all lot lines.

#### **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. A fee update has been approved in April 2024, under Corporate Report No.R046;2024.
- As a 100% secured market rental project, the proposed development will not be subject to the payment of Tier 1 Capital Projects or Tier 2 Community-Specific Capital Project Community Amenity Contributions at this time. However, the applicant will be required to register a Section 219 Restrictive Covenant making the CACs payable if there is a future change in tenure from the proposed secured market rental.

#### Affordable Housing Strategy

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. Ro66; 2018) requiring that all new rezoning applications for residential development contribute \$1,113.92 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. A fee update has been approved in April 2024, under Corporate Report No.Ro46;2024.
- As a 100% market rental project, the subject proposal will not be subject to the payment of Affordable Housing Strategy Contributions at this time. However, the applicant will be required to register a Section 219 Restrictive Covenant making the Affordable Housing Strategy Contribution payable if there is a future change in tenure from the proposed secured market rental, to address the City's needs with respect to the City's Affordable Housing Strategy.

#### **Public Art Policy**

• As a 100% secured market rental project, the subject proposal will not be subject to the payment of the Public Art Contribution at this time. However, the applicant will be required to register a Section 219 Restrictive Covenant making the Public Art Contribution payable if there is a future change in tenure from the proposed secured market rental.

#### **PUBLIC ENGAGEMENT**

- Pre-notification letters were sent on February 20, 2024, and the Development Proposal Sign was installed on February 21, 2024. Staff received the three (3) responses from area residents and/or adjacent property owners (staff comments in italics):
  - Two residents expressed support for the proposed development application but felt that the building height should be increased from 5- to 6-storeys in order to accommodate additional secured market rental dwelling units.
  - One resident expressed concerns about the proposed parking rate and resultant number of
    off-street parking spaces, specifically noting that on-street parking demand was already
    quite high in the immediate neighbourhood.

(The applicant is proposing to provide a rate of 0.8 parking spaces per dwelling unit for residents and 0.1 parking spaces per dwelling unit for visitors (0.1 per dwelling unit). The proposed parking reduction is supportable given the subject site is located within a Rapid Transit Area (RTA) and complies with the reduced parking rates previously endorsed by Council as part of Corporate Report No. R115; 2021).

#### **DEVELOPMENT PERMITS**

#### Form and Character Development Permit Requirement

- The proposed development is subject to, and generally complies with, the Form and Character Development Permit guidelines in the OCP as well as the design guidelines in the Guildford Plan.
- The applicant has worked closely with staff to:
  - Achieve a finer grain road network and functional rear lane alignment appropriate for both the subject site and future land development applications within the block bounded by the future 145 Street and 145 Street as well as 105A Avenue and 106 Avenue;
  - Achieve an appropriate building form and massing that will minimize the potential for unit-to-unit overlook while maximizing access to both air and light; and
  - Achieve an appropriate interface between the subject site and the adjacent property to the immediate west, currently under development via Surrey File No. 7923-0342-00 (Pre-Council), as it relates to both building massing and exterior window placement along the west building façade.

#### **Building Design**

• The applicant is proposing an "L"-shaped, stepped 5-storey apartment building containing 98 secured market rental dwelling units with two (2) levels of underground parking. The proposed units consist of 15 studio units, 63 1-bedroom units, 18 2-bedroom units and two 3-bedroom units, which range in size from 38 to 75 square metres.

• The proposed building achieves an attractive visual aesthetic through the application of contemporary architectural characteristics, which include rectilinear forms, building element extrusions in complementary colours as well as the use of high-quality cladding such as brick veneer, wood-tone panel siding, and cement compositive boards.

#### Landscaping

- The landscape plan includes a mixture of trees, shrubs, grasses, perennials and groundcover to be planted throughout the subject site, as well as hardscaping, site lighting, fencing and site furnishing.
- All ground-floor units have front door access as well as a useable, semi-private patio space
  that is screened from either the adjacent public realm or outdoor amenity space through a
  combination of tiered retaining walls, layered planting as well as privacy fencing.
- Access to the individual, semi-private patios will be provided through either a separate gated entryway from the adjacent public or private sidewalk or through the individual dwelling units.
- Exterior lighting will be designed to reduce light pollution as well as provide adequate lighting to ensure community safety, in keeping with Crime Prevention Through Environmental Design (CPTED) principles.
- The applicant proposes to provide a corner plaza at the north-east corner of the subject site, where the 106 Avenue and 146 Street frontages intersect. It will consist of bench seating, lighting, decorative paving and layered edge planting.

#### **Indoor Amenity**

- The required indoor amenity space is 294 square metres, or three (3) square metres per dwelling unit. The proposed indoor amenity space is 100 square metres in total area which is 194 square metres less than the Zoning Bylaw requirement.
- On November 18, 2019, Council approved Corporate Report No. R216; 2019, which identified the minimum indoor amenity space that must be provided on-site (i.e., no cash-in-lieu). Based upon the minimum requirements for a 3- to 6-storey low to mid rise residential building, 74 square metres of indoor amenity space is required. The proposal exceeds this minimum.
- Overall, the applicant proposes to provide approximately 34% of the required indoor amenity space, and, furthermore, has agreed to a cash-in-lieu contribution for the proposed shortfall in accordance with City Council policy.
- The indoor amenity space is located on the western "wing" of the ground floor within the proposed building, directly adjacent to the at-grade outdoor amenity space. The space consists of a shared kitchen and dining area, open lounge, bookable office space, a party room and accessible washroom facilities.

• The proposed indoor amenity space can be accessed either directly from the adjacent outdoor amenity space or via the internal shared hallway.

#### Outdoor Amenity

- The required outdoor amenity space is 294 square metres, or three (3) square metres per new dwelling unit. The proposed outdoor amenity space is approximately 330 square metres in total area, which exceeds the Zoning Bylaw requirement.
- The proposed outdoor amenity space is located within a ground level courtyard, at the south-west corner of the subject site, and consists of a multi-purpose lawn area, an outdoor BBQ and shared patio area, raised urban garden plots, a putting green with resilient surface, a children's playground area and an outdoor ping-pong table.

#### **Outstanding Items**

- The applicant has agreed to resolve any outstanding items identified through the Development Planning review process to the satisfaction of the Planning and Development Department before Final Adoption of the subject Rezoning By-law, should the application be supported by Council.
- There are a limited number of Urban Design items that remain outstanding, and which do not affect the overall character or quality of the project. City staff will continue to work with the applicant to resolve the following:
  - Further enhance the public realm interface in particular with regard to the lobby entry and two-storey townhouse "expression";
  - o Review the design of unit bedrooms and balconies to ensure good livability; and
  - Refine the building material and details to lighten the expression in particular at the roof and shrouded balconies.

#### **TREES**

• Corey Plester, ISA Certified Arborist of Mike Fadum and Associated Ltd. prepared an Arborist Assessment for the subject property. The table below provides a summary of the proposed tree retention and removal by tree species:

**Table 1: Summary of Proposed Tree Preservation by Tree Species:** 

Tree Species	Ex	isting	Remove	Retain		
Alder Trees						
Red Alder		1	1	0		
<b>Deciduous Trees</b> (excluding Alder Trees)						
Cherry		1	1	0		
English Walnut		1	1	0		
Hawthorn		1	1	0		
Honey Locust		1	1	0		
Japanese Maple		1	1	0		
Purple Leaf Plum		1	1	0		
	Conifer	ous Trees				
Douglas-fir		4	4	0		
Grand Fir		1	1	0		
Western Red Cedar		2	2	0		
Total (excluding Alder Trees)		13	13	o		
City Trees		5	5	o		
Total Replacement Trees Proposed (excluding Boulevard Street Trees)	l		38			
Total Retained and Replacement T Proposed		38				
Estimated Contribution to the Green City Program Not required			·d			

- The Arborist Assessment states that there is a total of fourteen (14) protected trees on the site, including one (1) Red Alder tree. The applicant proposes to retain no trees as part of this development proposal. The proposed tree retention was assessed taking into consideration the location of services, building footprints, road dedication and proposed lot grading.
- In addition to the fourteen (14) protected trees on the site, the Arborist Assessment states that there is a total of five (5) City trees located within the existing 106 Avenue road allowance that would be impacted by the proposed development. Parks, Recreation and Culture have accepted the removal of these five (5) trees in association with the proposed development.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 1 to 1 replacement ratio for Alder trees and a 2 to 1 replacement ratio for all other trees. This will require a total of 27 replacement trees on the site. The applicant is proposing approximately 38 replacement trees, thereby exceeding City requirements.

- In addition to the replacement trees, boulevard street trees will be planted on 106 Avenue and the future 146 Street. This will be determined by the Engineering Department during the servicing design review process.
- The new trees on the site will consist of a variety of trees including Red Maple, Columnar Armstrong Maple, Pink Flowering Dogwood, Shademaster Honey Locust, Persian Ironwood, Serbian Spruce and Pink Flowered Japanese Snowbell.
- In summary, a total of 38 trees are proposed to be replaced on the site with no contribution to the Green City Program required.

#### INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I. Site Plan, Building Elevations, Landscape Plans and Perspective

Appendix II. Engineering Summary
Appendix III. School District Comments

Appendix IV. Summary of Tree Survey, Tree Preservation and Tree Plans

Appendix V. Guildford Plan Land Use Designations Map

Appendix VI. Housing Agreement

approved by Ron Gill

Don Luymes General Manager Planning and Development

CL/ar

### 14570/80/90 - APARTMENT BUILDING, 14570 - 106 AVE SURREY, BRITISH COLUMBIA

#### DP RESUBMISSION - 2024.04.26



kasian 4

1500 West Georgia Street, Suite 1685 Vancouver, BC Canada V6G 226 T 604 683 4145 F 604 683 2827



THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF KASIAN ARCHITECTURE INTERIOR DESIGN AND PLANNING LTD, THE COPYRIGHT IN THE SAME BEING RESERVED TO THEM. NO REPRODUCTION IS ALLOWED WITHOUT TH

14570/80/90-APARTMENT

14570 -106 AVE SURREY, BRITISH COLUMBIA

**COVER SHEET** 

DP RESUBMISSION

APR 26, 2024

DP-0.00



#### PROJECT DIRECTORY

#### DEVELOPER

PADDINGTON PROPERTIES #625 - 10833 160 Street Surrey BC, V4N 1P3 Contact: Nathan Guevara

#### ARCHITECTURE AND INTERIOR DESIGN

KASIAN ARCHITECTURE INTERIOR DESIGN AND PLANNING Suite 1685 - 1500 West Georgia Street Vancouver, BC V6G 2Z6 Contact: Doug Johnson

#### LANDSCAPE ARCHITECT

PMG LANDSCAPE ARCHITECTS LTD. C100 4185 Still Creek Dr., Burnaby BC CANADA V5C 6G9 Tel. 604 294-0011 FAX. 604 294-0022 Contact: Mary Chan-Yip

#### CIVIL CONSULTANT / PLANNING

CITIWEST CONSULTING LTD. - CIVIL ENGINEERS #101 - 9030 KING GEORGE BLVD, SURREY, B.C. V3V 7Y3 Tel. 604 591-2213 FAX. 604 591-5518

#### SURVEY

SEAN COSTELLO, BCLS CAMERON LAND SURVEYING (2014) LTD UNIT 234 18525 53 RD AVENUE, SURREY BC, V3S 7A4 Tel. 604-597-3777 Contact: Sean Costello

#### ARBORIST

MIKE FADUM AND ASSOCIATES LTD VEGETATION CONSULTANTS #105, 8277-129 ST, SURREY, BC, Tel. 778-593-0300 FAX. 778-593-0302 Contact: Mike Fadum

#### DATA CHEET

	ADTMENT					
ROJECT NAME: 14570 RESDIENTIAL AF 14570/80/90, SURREY,BC						
EGAL DESCRIPTION ONING	CD-ZONE, RM-45					
ROSS SITE AREA	39075.08	Saft OR	3630.19	2 . 20 .	0.90	Acres
ROAD DEDICATION	9324.25	Sq ft OR	866.25	Sq mts OR Sq mts OR	0.90	Acres
RW	549.32	Sq ft OR	51.03	Sq mts OR	0.01	Acres
IET SITE AREA	29750.83	Sq ft OR	2763.94	Sq mts OR	0.68	Acres
		BUILDING AREA				
PARKADE FLOOR -1 PARKADE FLOOR -2		27991.226 16843.14	Sq ft	2600.47 1564.78	Sq mts	
MAIN FLOOR	19	11961.11	Sq ft Sq ft	1111.22	Sq mts Sq mts	
SECOND FLOOR THIRD FLOOR	23	13745.77 13747.77	Sq ft	1277.02	Sq mts	
FOURTH FLOOR	23	13747.77	Sq ft Sq ft	1277.21 1277.17	Sq mts Sq mts	
FIFTH FLOOR	15	11290.97	Sq ft	1048.97	Sq mts	
TOTAL BUILDABLE AREA (EXCL. PARKADE AND INDO	OR AMENITY AREA)	64492.94	Sq ft	5991.59	Sq mts	
TOTAL BUILDABLE AREA (INCL. PARKADE)	or runery	109327.306	Sq ft	10156.84	Sq mts	
TOTAL AREA FOR FSR (EXCL. PARKADE AND INDOOR	AMENITY AREA):	64492.94	Sq ft	5991.59	Sq mts	
,	AMERITY AREAS	01102.01	I od v	0001.00	od mp	
FLOOR AREA RATIO: F.A.R. = NET AREA / GROSS SITE AREA						
64492	.94 /	39075.08	1.65	FSR		
F.A.R. = NET AREA / NET SITE AREA 64492	94 /	29750.83	2.17	FSR		
OT COVERAGE = BUILDING FOOTPRINT AREA / NET S	ITE AREA			130		
14442	.10 /	29750.83	48.54%			
		UNIT COUNT				
FLOOR	MAIN FLOOR 0	SECOND FLOOR	THIRD FLOOR	FOURTH FLOOR 4	FIFTH FLOOR 3	TOTAL
STUDIO IR 1 BED	2	1	1	1	0	15 5
BED	8	11	11	11	1	42
1 BED + DEN 2 BED	4 2	3	3	3	3 7	16 18
3 BED	0	0	Ö	0	2	2
TOTAL	16 11961.11	22 13745.77	22 13747.77	22 13747.32	16 11290.97	98 64492.94
AREA IN SQ FEET	11901.11	13/43.//	13/4/.//	13/4/.32	11290.97	04492.94
ADAPTABLE UNITS						
REQUIRED ADAPTABLE UNITS PROPOSED ADAPTABLE UNITS	10% OF TOTAL UNITS	TO BE ADAPTABLE UNITS  ARE ADAPTABLE UNITS				
PERIODE PARION (PUM PINA)						
REQUIRED PARKING (BUILDING) REQUIRED RESIDENTIAL PARKING (0.8 PER DWELLING	3 UNIT)			78	STALLS	
REQUIRED VISITOR PARKING (0.1 PER DEWELLING UN	IT)			10	STALLS	
TOTAL PARKING REQUIRED				88	STALLS	
PROPOSED PARKING (BUILDING)						
PARKING PROVIDED ON PARKADE LEVEL-1				41	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1 PARKING PROVIDED ON PARKADE LEVEL-2				41 37 10	STALLS STALLS STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1 PARKING PROVIDED ON PARKADE LEVEL-2 PROVIDED VISITOR PARKING				37	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1 PARKING PROVIDED ON PARKADE LEVEL-2 PROVIDED VISITOR PARKING TOTAL PARKING PROVIDED				37 10	STALLS STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1 PARKING PROVIDED ON PARKADE LEVEL-2 PROVIDED VISITOR PARKING OTAL PARKING PROVIDED SIGNOCLE PARKING STALLS REQUIRED PARKING STALLS REQUIRED PARKING STALLS (1.2 PER UNIT)				37 10 88	STALLS STALLS STALLS STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1 PARKING PROVIDED ON PARKADE LEVEL-2 PROVIDED VISITOR PARKING TOTAL PARKING PROVIDED  SICYCLE PARKING STALLS ECQUIRED PARKING STALLS PROVIDED VISITOR PARKING PROVIDED VISITOR PARKING PROVIDED VISITOR PARKING				37 10 88 117.60 6	STALLS STALLS STALLS STALLS STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-2  PROVIDED USTFOR PARKING  TOTAL PARKING PROVIDED  SIGNAL PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS (1.2 PER UNIT)  PROVIDED VISITOR PARKING  PARKING STALLS PROVIDED				37 10 88	STALLS STALLS STALLS STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1 PARKING PROVIDED ON PARKADE LEVEL-2 PROVIDED USITIOR PARKING TOTAL PARKING PROVIDED  SIGNAL PARKING STALLS REQUIRED PARKING STALLS PROVIDED	DUMO CYALL C DI			37 10 88 117.60 6 120	STALLS STALLS STALLS STALLS STALLS STALLS STALLS STALLS STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-1  PROVIDED VISITOR PARKING  TOTAL PARKING PROVIDED  SICYCLE PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS  PROVIDED VISITOR PARKING  TOTAL PARKING STALLS PROVIDED  SIMALL CARS, ACCESSIBLE & ELECTRIC CHARGE PA		IG)		37 10 88 117.60 6 120	STALLS STALLS STALLS STALLS STALLS STALLS STALLS STALLS STALLS	
ARRING PROVIDED ON PARKADE LEVEL-1  ARRING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  ICCULE PARKING  ICCU	PARKING STALLS)	,		37 10 88 117.60 6 120 126	STALLS	
ARRING PROVIDED ON PARKADE LEVEL-1  ARRING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  ICCULE PARKING  ICCU	PARKING STALLS)	,		37 10 88 117.60 6 120 126	STALLS	
ARRING PROVIDED ON PARKADE LEVEL-1  ARRING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  REQUIRED DARKING STALLS  REQUIRED DARKING STALLS  REQUIRED DARKING STALLS  REQUIRED STALLS PROVIDED  OTAL PARKING STALLS PROVIDED  OTAL PARKING STALLS PROVIDED  OTAL PARKING STALLS PROVIDED  OTAL PARKING STALLS PROVIDED  REQUIRED SMALL CAR PARKING STALLS (59% x NOOP  REQUIRED VAN ACCESSIBLE PARKING STALLS (2% x NEOP  REQUIRED SMALL CAR PARKING STALLS (2% x NEOP  REQUIRED SMALL CAR PARKING STALLS (2% x NEOP  REQUIRED SMALL CAR PARKING STALLS  PROVIDED SMALL CAR PARKING STALLS	PARKING STALLS)	,		37 10 88 117.60 6 120 126	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-2  PROVIDED WISTOR PARKING  TOTAL PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS (1.2 PER UNIT)  PROVIDED VISITOR PARKING  TOTAL PARKING STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  MIALL CARES, ACCESSIBLE & ELECTRIC CHARGE PARKING  REQUIRED MAIL CAR PARKING STALLS (25% x NO-  REQUIRED WAN ACCESSIBLE PARKING STALLS (25% x NO-  REQUIRED WAN ACCESSIBLE PARKING STALLS (25% x NO-  REQUIRED STALLS PROVIDED  TOTAL PARKING STALLS (25% x NO-  REQUIRED STALLS STALLS (25% x NO-   REQUIRED STALLS (25% x NO-	F PARKING STALLS) NO'OF PARKING STALLS) S STALLS (100% x NO'OF F	,		37 10 88 117.60 6 120 128 31 2 78	STALIS	
ARKING PROVIDED ON PARKADE LEVEL-1 ARKING PROVIDED ON PARKADE LEVEL-2 ROVIDED USITOR PARKING TOTAL PARKING STALLS GOTAL PARKING STALLS GEQUIRED PARKING TOTAL PARKING STALLS GEQUIRED STALLS GEQUIRED STALLS GEQUIRED STALLS GEQUIRED STALLS GEQUIRED STALLS GEQUIRED GEQUIRED STALLS GEQUIRED GEQUIRE	F PARKING STALLS) NO'OF PARKING STALLS) S STALLS (100% x NO'OF F	,		37 10 88 81 117,60 6 120 126 126	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-1  PROVIDED VISITOR PARKING  TOTAL PARKING STALLS  RECURRED PARKING STALLS  RECURRED PARKING STALLS  RECURRED PARKING STALLS  RECURRED PARKING STALLS  PROVIDED USITOR PARKING  PARKING STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  RECURRED SMALL CARP PARKING STALLS (35% x NOOP  RECURRED SMALL CARP PARKING STALLS (35% x NOOP  RECURRED SMALL CARP PARKING STALLS  PROVIDED VAN ACCESSIBLE PARKING STALLS  PROVIDED LECTRIC CHARGE PESIDENTIAL PARKING  PROVIDED SMALL CARP PARKING STALLS  PROVIDED ELECTRIC CHARGE PUSITOR PARKING STALLS  PROVIDED ELECTRIC CHARGE PUSITOR PARKING STALLS  PROVIDED ELECTRIC CHARGE VISITOR PARKING STALLS  PROVIDED STALLS  PROVIDED ELECTRIC CHARGE VISITOR PARKING STALLS  PROVIDED	F PARKING STALLS) (O'OF PARKING STALLS) S STALLS (100% x NO'OF F	RESIDENTIAL PARKING		37 10 88 117,60 6 120 126 31 2 78 0 0 2 78	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-1  PROVIDED VISITOR PARKING  TOTAL PARKING STALLS  RECURRED PARKING STALLS  RECURRED PARKING STALLS  RECURRED PARKING STALLS  RECURRED PARKING STALLS  PROVIDED USITOR PARKING  PARKING STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  RECURRED SMALL CARP PARKING STALLS (35% x NOOP  RECURRED SMALL CARP PARKING STALLS (35% x NOOP  RECURRED SMALL CARP PARKING STALLS  PROVIDED VAN ACCESSIBLE PARKING STALLS  PROVIDED LECTRIC CHARGE PESIDENTIAL PARKING  PROVIDED SMALL CARP PARKING STALLS  PROVIDED ELECTRIC CHARGE PUSITOR PARKING STALLS  PROVIDED ELECTRIC CHARGE PUSITOR PARKING STALLS  PROVIDED ELECTRIC CHARGE VISITOR PARKING STALLS  PROVIDED STALLS  PROVIDED ELECTRIC CHARGE VISITOR PARKING STALLS  PROVIDED	F PARKING STALLS) (O'OF PARKING STALLS) S STALLS (100% x NO'OF F	RESIDENTIAL PARKING		37 10 88 88 117,60 6 120 126 31 2 78 0 2 2 78	STALLS	
ARRING PROVIDED ON PARKADE LEVEL-1  ARRING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  REQUIRED STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  REQUIRED STALLS PROVIDED  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  REQUIRED STALLS PROVIDED  REQUIRED STALLS PROVIDED  REQUIRED STALLS PROVIDED  REQUIRED STALLS PROVIDED STALLS  REQUIRED STALLS PARKING STALLS  REQUIRED STALLS CHARGE STALLS  REQUIRED STALLS  REQU	F PARKING STALLS) IO'OF PARKING STALLS) S STALLS (100% x NO'OF F S STALLS US (50% x NO'OF VISITOF	RESIDENTIAL PARKING		37 10 88 117,60 6 120 126 31 2 78 0 0 2 78	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-2  PROVIDED VISITOR PARKING  TOTAL PARKING PROVIDED  SICYCLE PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  MALL CARE, ACCESSIBILE & ELECTRIC CHARGE PARKING  PARKING STALLS PROVIDED  MALL CARE, ACCESSIBILE & ELECTRIC CHARGE PARKING  PROVIDED SIMALL CARE PARKING STALLS (25% x NOOF  REQUIRED STALLS PROVIDED  PROVIDED STALLS PROVIDED STALLS PROVIDED PARKING  PROVIDED STALLS PROVIDED STALLS  PROVIDED STALLS PROVIDED STALLS  REQUIRED STALLS PROVIDED STALLS  PROVIDED STALLS PROVIDED STALLS  REQUIRED STALLS PROVIDED STALLS  PROVIDED STALLS PARKING STALLS  REQUIRED STALLS PARKING STALLS  REQUIRED STA	F PARKING STALLS) IO'OF PARKING STALLS) S STALLS (100% x NO'OF F S STALLS US (50% x NO'OF VISITOF	RESIDENTIAL PARKING		37 10 88 117,60 6 6 120 126 31 2 2 78 0 0 2 2 78	STALLS	
ARKING PROVIDED ON PARKADE LEVEL-1  ARKING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  REQUIRED STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  REQUIRED STALLS PROVIDED  MALL CARE, ACCESSIBLE & PARKING STALLS (25% x NO'OF  REQUIRED VAN ACCESSIBLE PARKING STALLS (25% x NO'OF  REQUIRED STALL CARE PARKING STALLS  ROVIDED VAN ACCESSIBLE PARKING STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED ELECTRIC CHARGE STALLS  REQUIRED STALLS  REQUIRE	F PARKING STALLS) 100°F PARKING STALLS, 13 STALLS (100% x NO'OF F  15 STALLS 15 STALLS 15 STALLS 15 STALLS	RESIDENTIAL PARKING		37 10 88 117.60 6 6 120 126 31 2 78 0 2 78 10 88 88	STALLS	
ARKING PROVIDED ON PARKADE LEVEL-1  ARKING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  REQUIRED STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  MALL CARE, ACCESSIBLE & ELECTRIC CHARGE PARKING  REQUIRED STALLS PROVIDED  MALL CARE, ACCESSIBLE & PARKING STALLS (25% x NO'OF  REQUIRED VAN ACCESSIBLE PARKING STALLS (25% x NO'OF  REQUIRED STALL CARE PARKING STALLS  ROVIDED VAN ACCESSIBLE PARKING STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED STALLS  REQUIRED STALLS CHARGE PARKING STALLS  REQUIRED ELECTRIC CHARGE STALLS  REQUIRED STALLS  REQUIRE	F PARKING STALLS) 100°F PARKING STALLS, 13 STALLS (100% x NO'OF F  15 STALLS 15 STALLS 15 STALLS 15 STALLS	RESIDENTIAL PARKING		37 10 88 88 117,60 6 120 126 31 2 78 0 2 2 78 5 10	STALLS	
ARRING PROVIDED ON PARKADE LEVEL-1  ARRING PROVIDED ON PARKADE LEVEL-2  ROVIDED VISITOR PARKING  TOTAL PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS  REQUIRED PARKING STALLS (1.2 PER UNIT)  ROVIDED VISITOR PARKING  STALLS (1.2 PER UNIT)  ROVIDED VISITOR PARKING  STALLS (1.2 PER UNIT)  ROVIDED VISITOR PARKING  STALLS PROVIDED  TOTAL PARKING STALLS PROVIDED  SIMALL CARS, ACCESSIBLE A ELECTRIC CHARGE PARKING  STALLS (1.2 PER UNIT)  REQUIRED VAIN ACCESSIBLE PARKING STALLS (2.5 %)  ROVIDED SIMAL CAR PARKING STALLS  ROVIDED CLECTRIC CHARGE VISITOR PARKING STALS  ROVIDED CLECTRIC CHARGE VISITOR PARKING STAL  ROVIDED CHARGE VISITOR PARKING STAL  TOTAL ELECTRIC CHARGE PARKING STALLS = (78-H0)  UNT DOOR AMENITY AREA  ROVID DOOR AMENITY AREA  ROVIDED CONTACTOR  NOOR MENITY AREA	FPARKING STALLS) OFOF PARKING STALLS STALLS (100% x NOYOF P ISTALLS (100% x NOYOF P ISTALLS LLS (50% x NOYOF VISITO) LLS (50% x NOYOF VISITO)	RESIDENTIAL PARKING		37 10 88 117.60 6 6 120 126 31 2 78 0 2 78 10 88 88	STALLS	
PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-1  PARKING PROVIDED ON PARKADE LEVEL-2  PROVIDED VISITOR PARKING  TOTAL PARKING STALLS  REQUIRED SHARKING STALLS (12 PER UNIT)  PROVIDED VISITOR PARKING  TOTAL PARKING STALLS (12 PER UNIT)  PROVIDED USITOR PARKING  PROVIDED USITOR PARKING  STALLS PROVIDED  REQUIRED SMALL CARP PARKING STALLS (15% N. N.  REQUIRED SMALL CARP PARKING STALLS (15% N. N.  PROVIDED UNA ACCESSIBLE PARKING STALLS  PROVIDED UNA ACCESSIBLE PARKING STALLS  PROVIDED SHARCH CHARGE PERSIDENTIAL PARKING  PROVIDED SHARCH CHARGE PARKING STALLS  PROVIDED CHARGE VISITOR PARKING STALLS  PROVIDED CHARGE VISITOR PARKING STALLS  PROVIDED CHARGE VISITOR PARKING STALLS  TOTAL ELECTRIC CHARGE PARKING STALLS = (78+10)  DUT DOOR AMENITY AREA  ROUTD DOOR AMENITY AREA  NDOOR AMENITY AREA  NDOOR AMENITY AREA PROVIDED  N	FPARKING STALLS) OFOF PARKING STALLS STALLS (100% x NOYOF P ISTALLS (100% x NOYOF P ISTALLS LLS (50% x NOYOF VISITO) LLS (50% x NOYOF VISITO)	RESIDENTIAL PARKING		37 10 88 117.60 6 6 120 126 31 2 78 0 2 78 10 88 88	STALLS	

UNIT CALCULATION				
UNIT TYPE	TOTAL # UNITS	% BREAKDOWN		
1 BEDROOM (UNIT Bs)	42	42.86%		
1 BEDROOM + DEN (UNIT	6	6.12%		
1 BED + DEN - ADAPTABLE	10	10.20%		
2 BEDROOM (UNIT Ds)	18	18.37%		
2 BEDROOM + DEN (UNIT	2	2.04%		
JR 1 BED	5	5.10%		
STUDIO (UNIT As)	15	15.31%		
TOTAL	98	100.00%		

UNIT CALCULATION						
UNIT NAME	UNIT TYPE	NO. OF UNIT				
UNIT A	STUDIO	3				
UNIT A1	STUDIO	4				
UNIT A2	STUDIO	4				
UNIT A3	STUDIO	3				
UNIT A4	STUDIO	1				
UNIT B	1 BED	3				
UNIT B1	1 BED	18				
UNIT B2	1 BED	3				
UNIT B3	1 BED	1				
UNIT B4	1 BED	3				
UNIT B5	1 BED	14				
UNIT B6	JR 1 BED	4				
UNIT B7	JR 1 BED	1				
UNIT C	1 BED + DEN	1				
UNIT C1	1 BED + DEN - ADAPTABLE	5				
UNIT C2	1 BED + DEN - ADAPTABLE	5				
UNIT C3	1 BED + DEN	1				
UNIT C4	1 BED + DEN	4				
UNIT D	2 BED	1				
UNIT D1	2 BED	3				
UNIT D2	2 BED	3				
UNIT D3	2 BED	1				
UNIT D4	2 BED	2				
UNIT D5	2 BED	2				
UNIT D6	2 BED	1				
UNIT D7	2 BED	1				
UNIT D8	2 BED	4				
UNIT E	3 BED	1				
UNIT E1	3 BED	1				
	TOTAL	98				

#### SHEET INDEX

	SHEET NO.	SHEET TITLE	
I	DP-0.00	COVER SHEET	_
	DP-0.01	DEVELOPMENT DATA	
	DP-0.02	GENERAL NOTES / ABBREVIATIONS	
	DP-0.03	SITE CONTEXT PLAN	
	DP-0.04	SITE CONTEXT PHOTOS	
	DP-0.05	STREETSCAPE DRAWING	
	DP-0.06 A & B	SHADOW ANALYSIS	
	DP-0.07	MATERIAL BOARD	
	DP-0.08 & 0.09	3D VIEWS	
	DP-0.10	BASE PLAN	
	DP-0.11	LOT COVERAGE	
	DP-1.11	SITE PLAN	
	DP-1.12	SITE EGRESS PLAN	
	DP-1.13	ENTRY SIGNAGE DETAILS	
	DP-2.1 SERIES	PARKADE PLANS	
	DP-3.1 SERIES	FLOOR PLANS	
	DP-4.1 SERIES	BUILDING ELEVATIONS	
	DP-5.1 SERIES	3D-VIEWS	
	DP-6.1 SERIES	BUILDING SECTIONS	
	DP-7.1 SERIES	ENLARGED UNIT PLANS	

## каѕіап

1500 West Georgie Street, Suite 1885 Vancouver, BC Canada V6G 226 T 604 683 4145 F 604 683 2827 www.kasian.com

ı			
	5	OP RESUBMISSION	
	4	OP RESUBMISSION	
	3	ISSUED FOR DP SUBMISSION	



THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF MASIAN ASCISIENCES IN TERROR CESSON AND FLAMMOUT TO THE OFFICIAR THE PROPERTY OF MASIAN ASCISIENCES IN THE OFFICE ASSOCIATION AS CONTINUED TO THE OFFICE ASSOCIATION ASSOCIA

#### 14570/80/90-APARTMENT

14570 -106 AVE SURREY, BRITISH COLUMBIA

DRAWING TITLE

DEVELOPMENT DATA

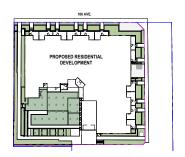
DP RESUBMISSION

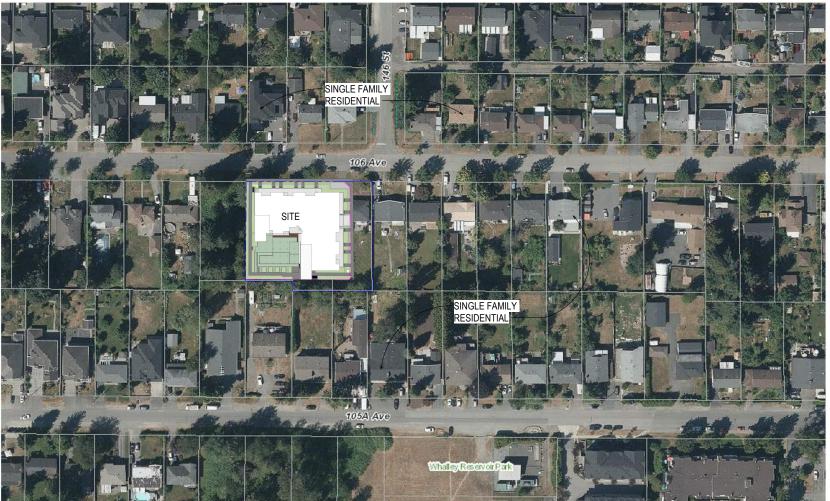
PROJECT NO. 722058	PLOT DATE SCALE	APR 26, 2024	DRAWN	ST
		As indicated		TD
DRAWING NO.				REVISION
	DP.	-0.01		5

#### **CONTEXT MAP**



#### **KEY PLAN**











1500 West Georgia Street, Suite 1685 Vancouver, BC Canada V6G 226 T 604 683 4145 F 604 683 2827 www.kasian.com

- 5	2024-04-26	OP RESUBMISSION	
- 4	2024-02-06	OP RESUBMISSION	
3	2023-07-11	ISSUED FOR DP SUBMISSION	
2	2022-07-19	ISSUED FOR CONSULTANT COORDINATION	
1	2021-11-25	PRELIMINARY DESIGN	



THIS CRAWNICL, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF ASSAM ASCALLEDISE RETEXTS DESCRIBED AND PLANNING LTD, THE COPYRIGHT IN THE PRESSENCE YEAR AND ADMINISTRATION OF THE PROPERTY OF THE

14570/80/90-APARTMENT

14570 -106 AVE SURREY, BRITISH COLUMBIA

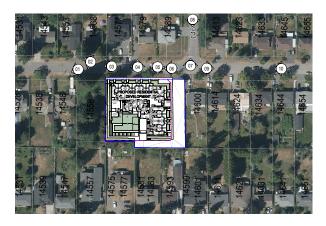
SITE CONTEXT PLAN

DP RESUBMISSION

DRAWING NO.	DP	-0.03		FEVISION 5
722058	SCALE	1" = 50'-0"	REVIEWED	TE
PROJECT NO.	PLOT DATE	APR 26, 2024	DRAWN	ST







1 KEY PLAN DP-0.04 1" = 80'-0"









04

06



10
----



1500 West Georgia Street, Suite 1685 Vancouver, BC Canada V6G 226 T 604 683 4145 F 604 683 2827 www.kasian.com

5		OP RESUBMISSION	
4		OP RESUBMISSION	
3		ISSUED FOR DP SUBMISSION	
2	2022-07-19	ISSUED FOR CONSULTANT COORDINATION	
1		PRELIMINARY DESIGN	
EV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIE

THIS DRAWNING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF KASIAN ANCIENTED IN TRESCRICTIONS OF SERVICE, IS THE PROPERTY OF KASIAN ANCIENTED IN TRESCRICTIONS OF SERVICE AND FRANCISCO AND ANCIENTED IN TRESCRICTION AND FARMING LITURAL MANIFESTER IN THE SERVICE OF SERVICE AND AND FARMING LITURAL MANIFESTER IN THE CONTINUOUS SERVICE AND SERVICE AND FRANCISCO AND F

14570/80/90-APARTMENT

14570 -106 AVE SURREY, BRITISH COLUMBIA

SITE CONTEXT PHOTOS

DP RESUBMISSION

DRAWING NO.	חח	-n na		REVISION
722058	SCALE	1" = 80'-0"	REVIEWED	TD
PROJECT NO.	PLOT DATE	APR 26, 2024	DRAWN	ST

08

05





1500 West Georgia Street, Suite 1695 Vancouver, BC Canada V6G 226 T 604 693 4145 F 604 693 2927 www.kasian.com



THE DRAWNING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF ASSAM ANCHERED BETWEEN DESIGN AND PLANNING LTD, THE OPPOSED THE THE PRESIDENCY OF SAME ANCHERED THE PRESIDENCY OF SAME ANCHERED THE PRESIDENCY OF SAME ANCHERED THE SAME THE SAME ANCHERED THE SAME ANCHERED THE SAME ANCHERED THE SAME THE SAME ANCHERED THE SAME ANCHARD THE SAME ANCHERED THE SAM

14570/80/90-APARTMENT

14570 -106 AVE SURREY, BRITISH COLUMBIA

SHADOW ANALYSIS

DP RESUBMISSION

722058	SCALE	APR 26, 2024 1" = 48'-0"	REVIEWED	TD
WING NO.	DP.	-0.06		REVISION 5



1 21 SEPT10.00 AM DP-0.06 1" = 48'-0"



2 21SEPT 12.00 PM DP-0.06 1" = 48'-0"





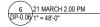


4 21 MARCH 10.00 AM DP-0.06 1" = 48'-0"







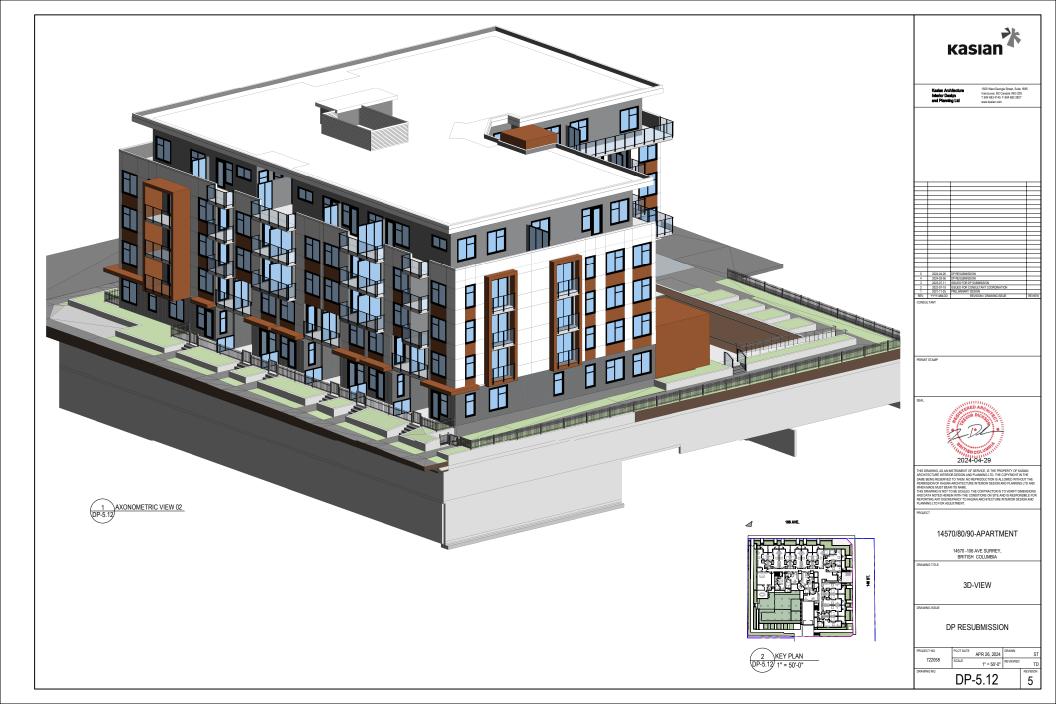


#### MATERIAL BOARD **kasian** 1500 West Georgia Street, Suite 1685 Vancouver, BC Canada V5G 226 T 604 683 4145 F 604 683 2827 www.kasian.com MATERIAL LEGEND: MATERIAL COLOR 1 HARDIE PANEL VERTICAL SIDING PEARL GREY 2 HARDIE PANEL VERTICAL SIDING ARCTIC 3 KAYCAN ALUMINUM URBANIX PANEL SIDING HARVEST 4 INTERSTATE BRICKS ATLAS 8x4x16 OBSIDIAN COLOUR TO 5 6" TRIM ATCH ADJACENT CLADDING POWDER COATED, PREFINISHED ALUMINUM GUARD CW TEMPERED BLACK AND OPAQUE GLAZING GLAZING KAYCAN ALUMINUM URBANIX SOFFIT HARVEST 8 VINYL FRAMED WINDOWS C/W 2\*x4\* TRIMS BLACK 9 ROOFTOP MECHANICAL SCREENING ARCTIC WHITE TO MATCH CLADDING THIS CRAWNICL, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF ASSAM ASCALLEDISE RETEXTS DESCRIBED AND PLANNING LTD, THE COPYRIGHT IN THE PRESSENCE YEAR AND ADMINISTRATION OF THE PROPERTY OF THE 04 03 05 03 06 03 06 01 02 09 07 08 05 14570/80/90-APARTMENT 14570 -106 AVE SURREY, BRITISH COLUMBIA MATERIAL BOARD DP RESUBMISSION 01 02 03 04 05 07 08 09 06

PROJECT NO.	PLOT DATE	APR 26, 2024	DRAWN	ST
722058	SCALE	As indicated	REVIEWED	TD
DRAWING NO.	DP	-0.07		REVISION 5

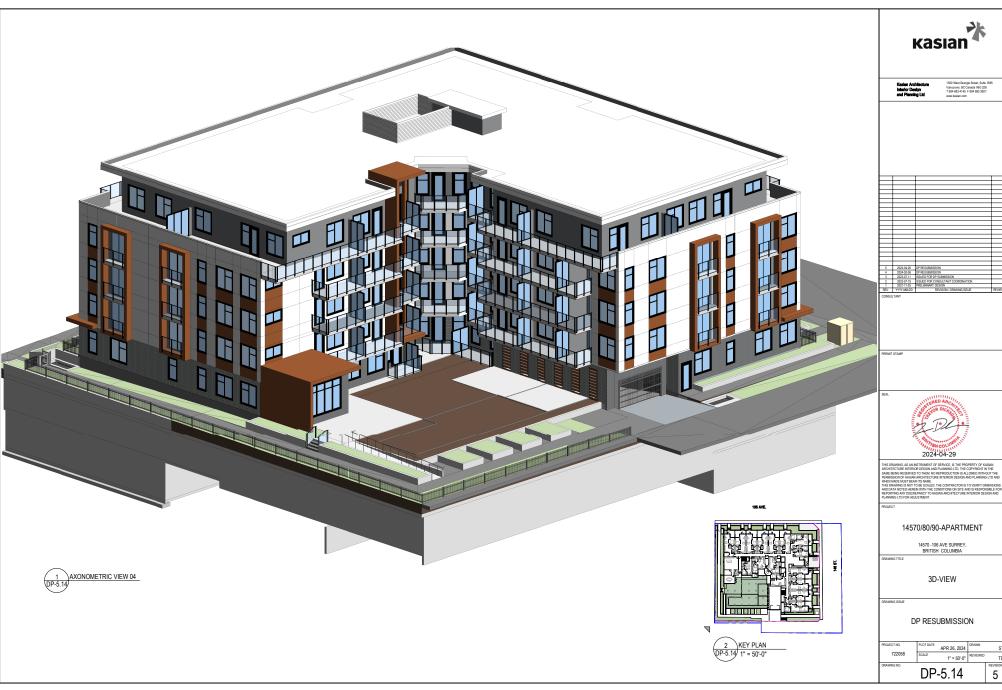


DRAWING NO.	חח	5 11		REVISION
722058	SCALE	1" = 50'-0"	REVIEWED	TD
PROJECT NO.	PLOT DATE	APR 26, 2024	DRAWN	ST

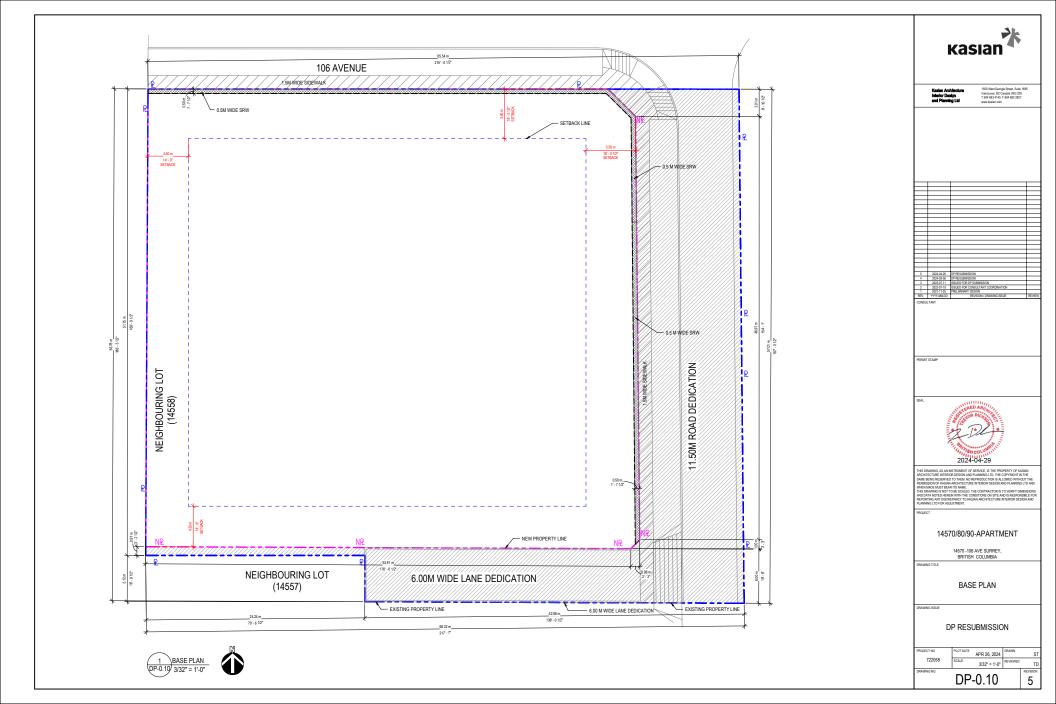


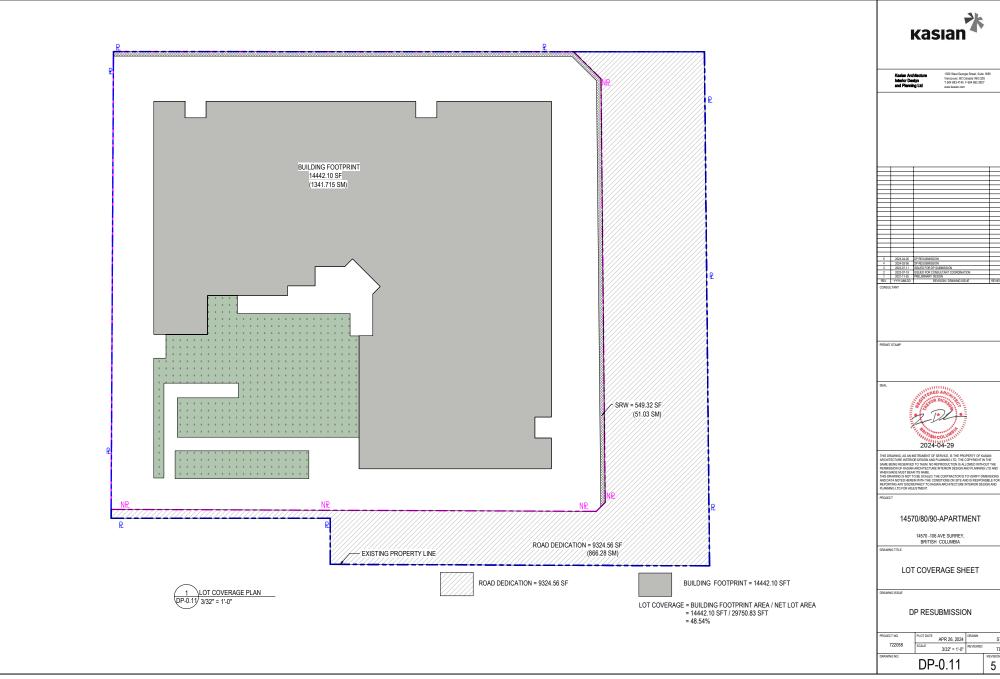


DRAWIN	ONO	•			REVISION
7	22058	SCALE	1" = 50'-0"	REVIEWED	TD
PROJEC		PLOT DATE	APR 26, 2024	DRAWN	ST

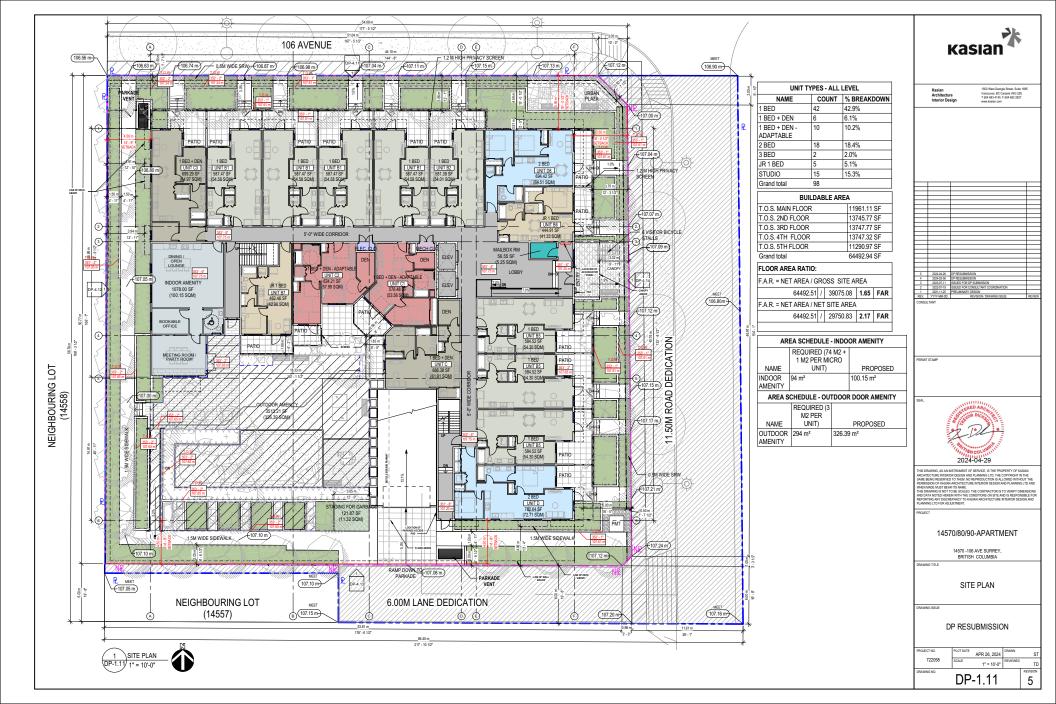


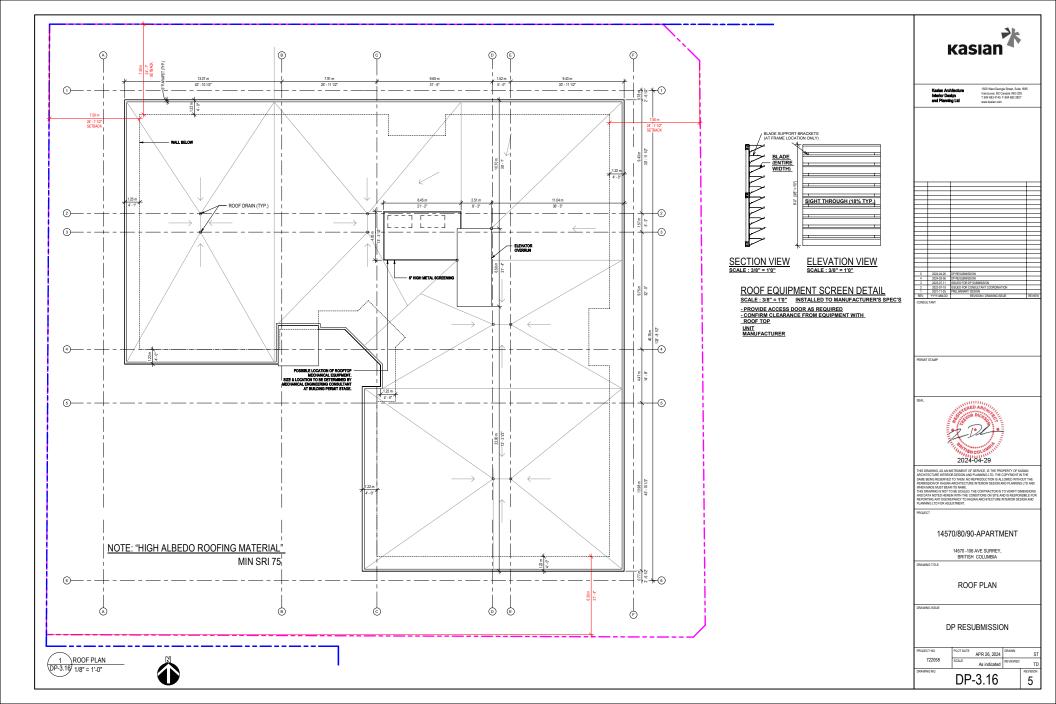
DRAWING NO.	חח	T 11		REVISION
722058	SCALE	1" = 50'-0"	REVIEWED	TD
PROJECT NO.	PLOT DATE	APR 26, 2024	DRAWN	ST



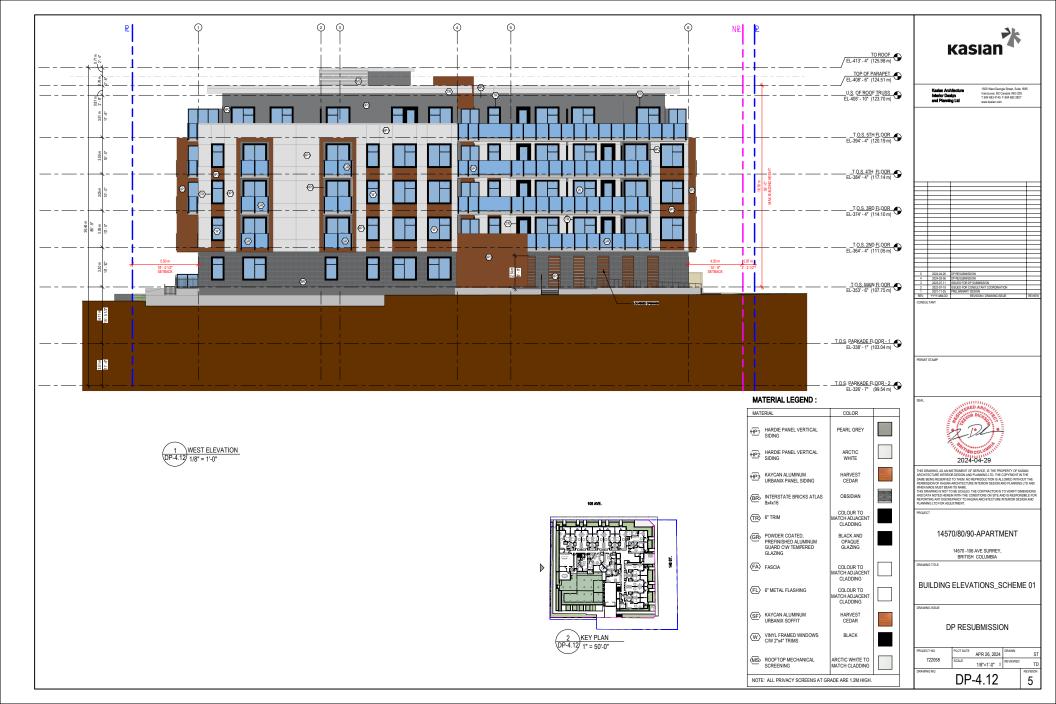


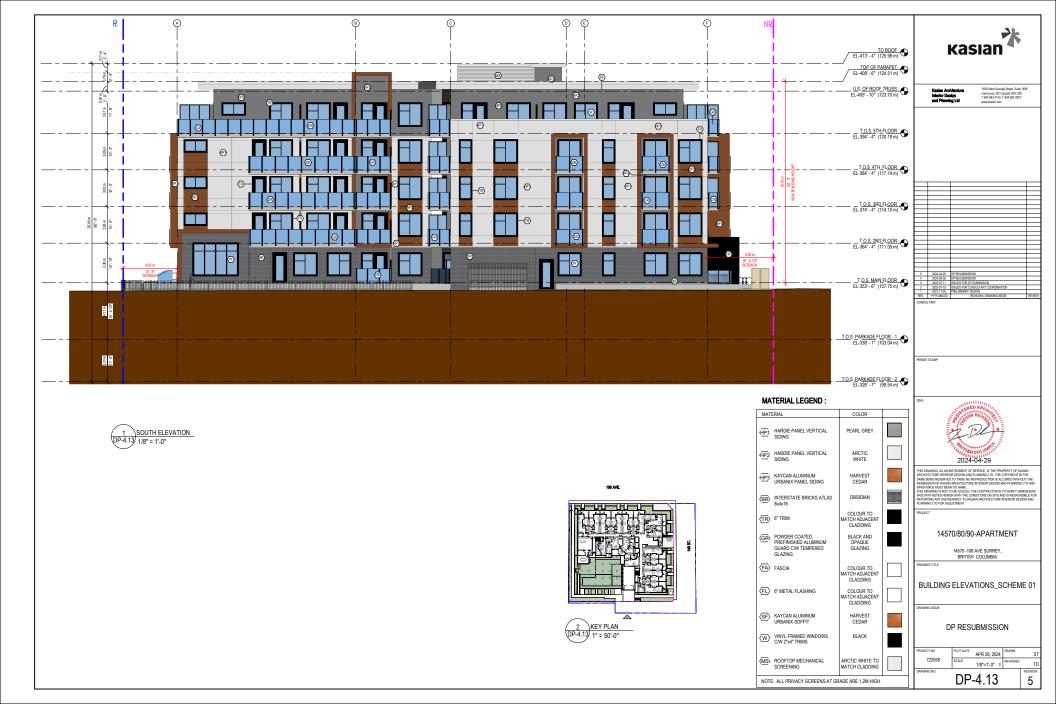
PROJECT NO. 722058	PLOT DATE SCALE	APR 26, 2024	DRAWN REVIEWED	ST
DRAWING NO.	חח	3/32" = 1'-0"		REVISION

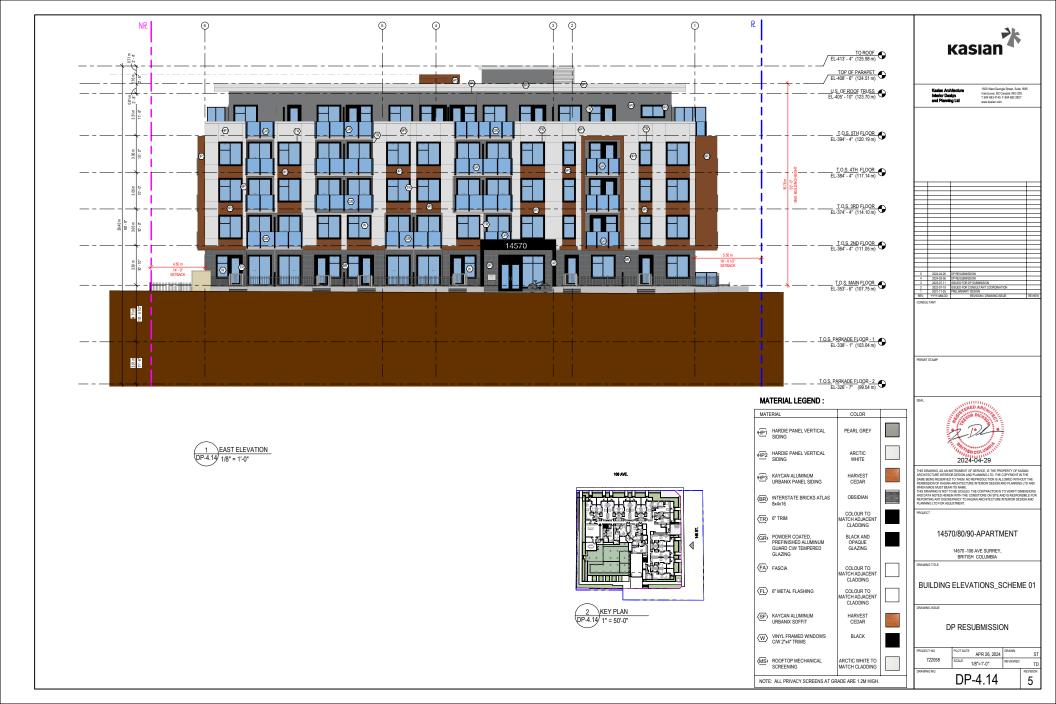


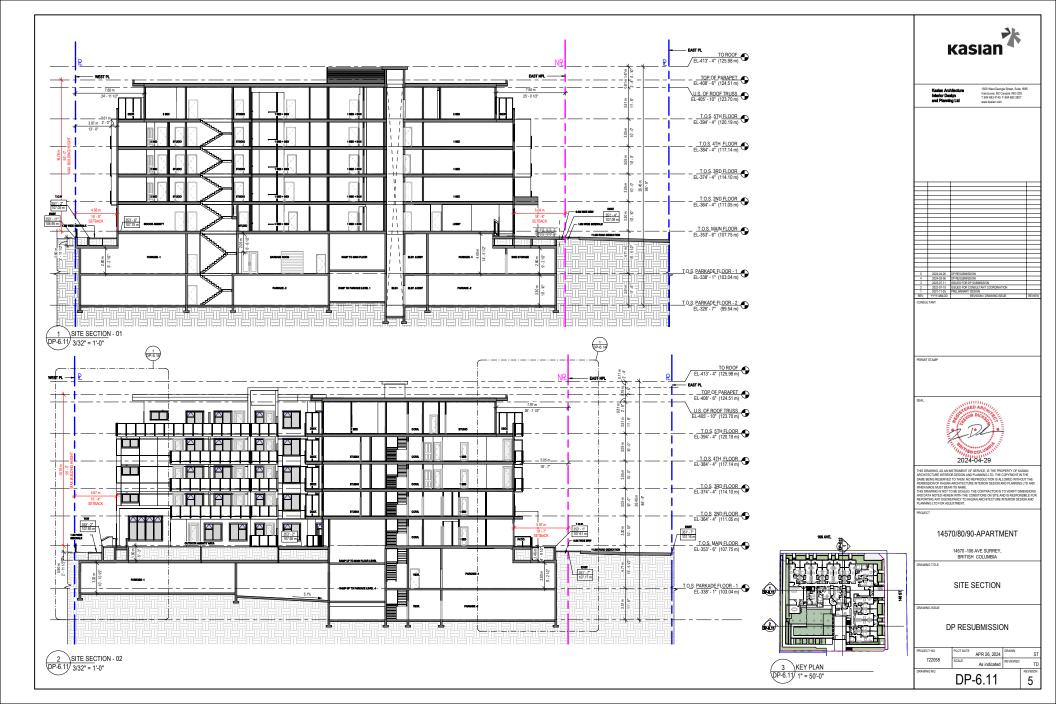


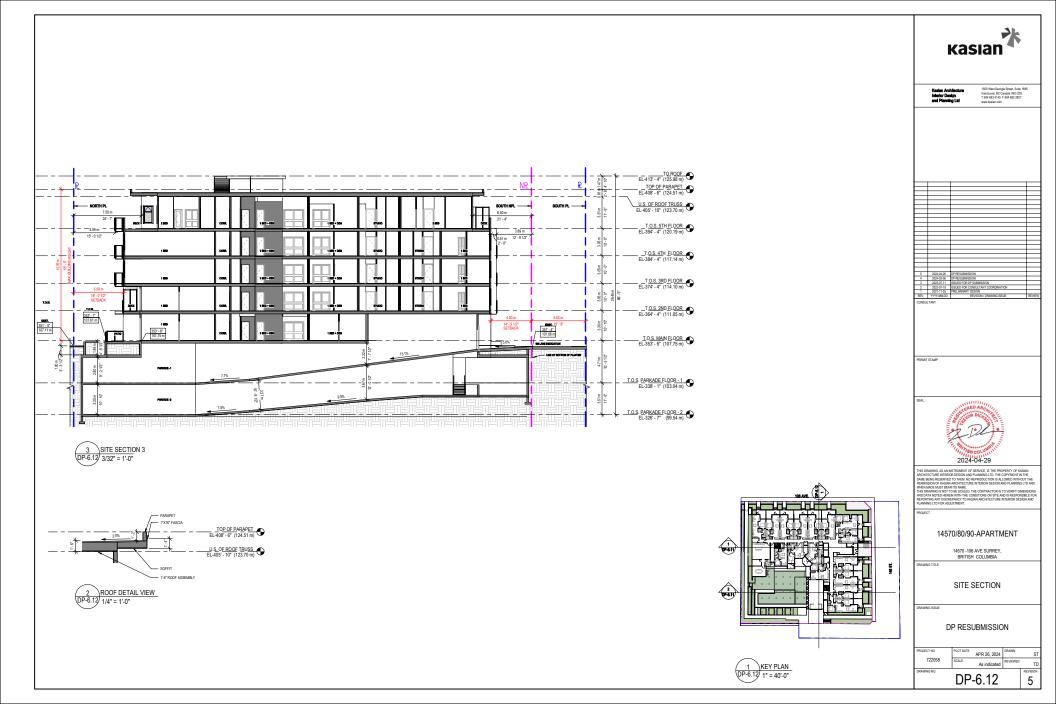


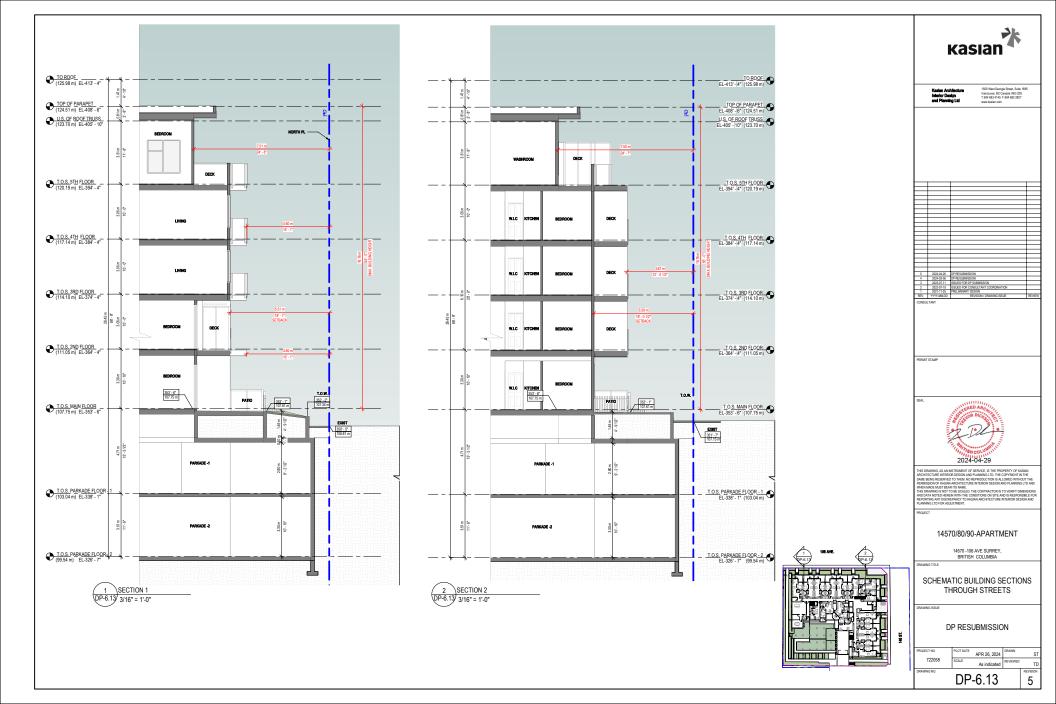


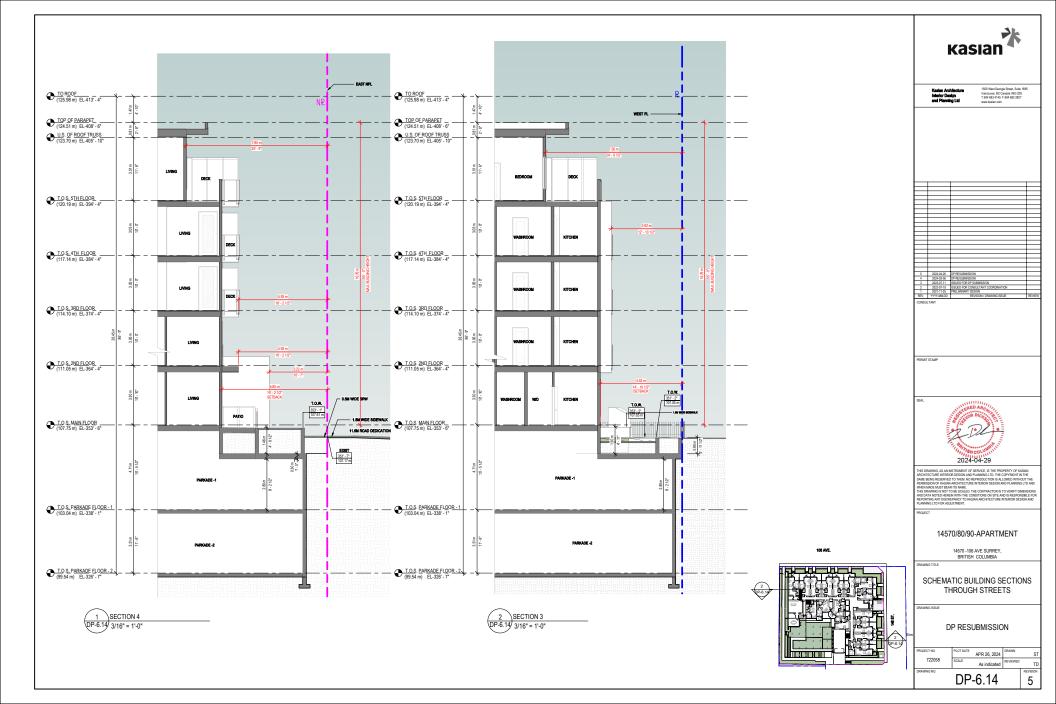


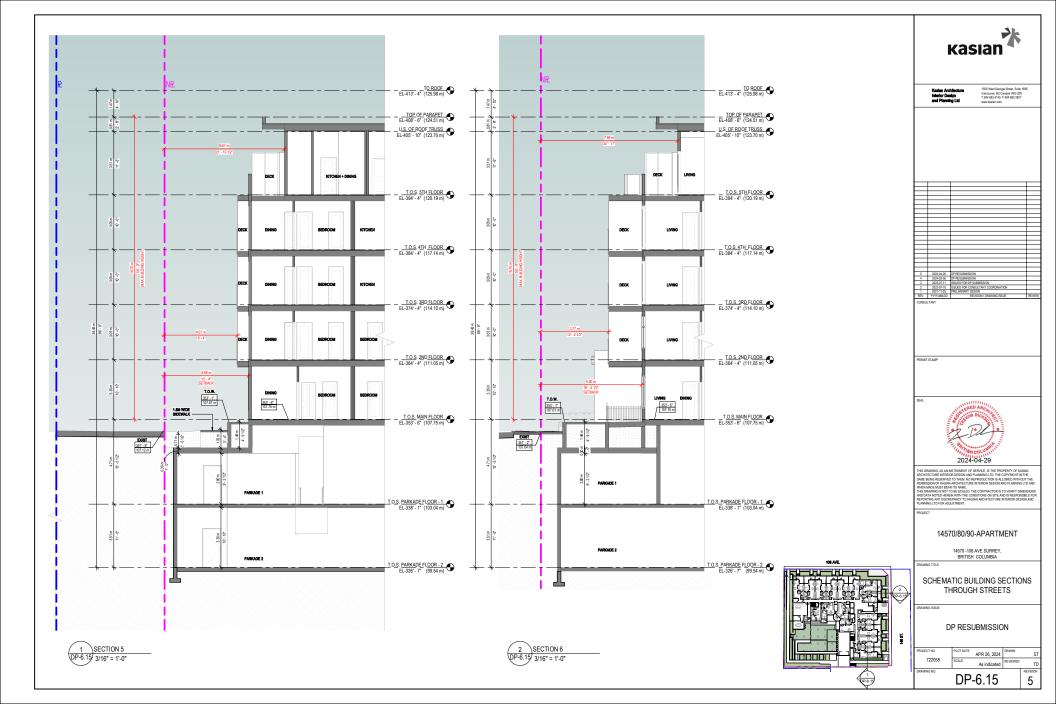


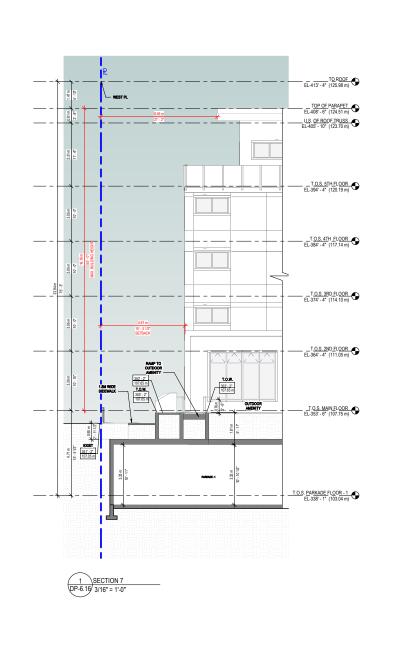














1500 West Georgia Street, Suite 1685 Vancouver, BC Canada V6G 226 T 604 683 4145 F 604 683 2827 www.kasian.com

PERMIT STAMP

2024-04-29

THE COMMUNICATION IN RETENENT OF SERVEL 5 THE PROPERTY OF MAKING MICROSTRUCTURE CONTROL OF THE PROPERTY OF MAKING THE PROPERTY OF MAKING THE PROPERTY OF THE SAME SEAR RESERVED TO HEAR MO REPRODUCTION SA LONGO WITHOUT THE MAKING MATERIAL PROPERTY OF THE P

14570/80/90-APARTMENT

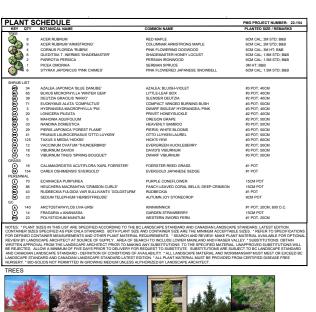
14570 -106 AVE SURREY, BRITISH COLUMBIA

SCHEMATIC BUILDING SECTIONS THROUGH STREETS

106 AVE.

DP RESUBMISSION

DRAWING NO.	ΠP	-6 16		REVISION 5
722058	SCALE	As indicated	REVIEWED	TD
PROJECT NO.	PLOT DATE	APR 26, 2024	DRAWN	ST





SHRIBS



# GRASSES

CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER' CAREX OSHIMENSIS HELICTOTRICHON SEMPERVIRENS



GROUNDCOVERS



©Copyright reserved. This drawing and design is the property of PMG Landscape Architects and may not be reproduced or used for other projects without their

Suite C100 - 4185 Still Creek Drive

Burnaby, British Columbia, V5C 6G9 p: 604 294-0011; f: 604 294-0022

3 24.APR.11 COORS REVISION DESCRIPTION

CLIENT:

PROJECT

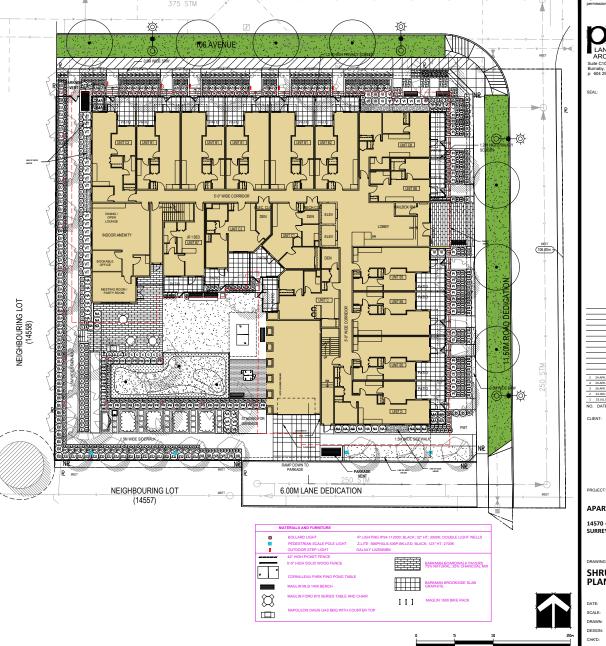
APARTMENT DEVELOPMENT

14570 -106 AVE SURREY, BC

LANDSCAPE PLAN

DO DESIGN: DO CHK'D: OF 5 MCY

PMG PROJECT NUMBER:



AZALEA JAPONICA 'BLUE DANUBE' BUXUS MICROPHYLLA 'WINTER GEM' DEUTZIA GRACILIS 'NIKKO'

EUONYMUS ALATA 'COMPACTUS'

HYDRANGEA MACROPHYLLA 'PIA' LONICERA PILEATA MAHONIA AQUIFOLIUM

PIERIS JAPONICA 'FOREST FLAME'

PRUNUS LAUROCERASUS 'OTTO LUYKEN' TAXUS X MEDIA 'HICKSII' VACCINIUM OVATUM 'THUNDERBIRD'

HEUCHERA MACRANTHA 'CRIMSON CURLS'
RUDBECKIA FULGIDA VAR SULLIVANTII 'GOLDSTURM'

VIBURNUM TINUS 'SPRING BOUQUET'

CAREX OSHIMENSIS 'EVERGOLD' ECUINACEA DI IDDI IDEA

SEDUM TELEPHIUM 'HERBSTFREUDE'

ARCTOSTABLIST OS LIVA LIPSI

FRAGARIA x ANANASSA POLYSTICHUM MUNITUM

NANDINA DOMESTICA

VIBURNUM DAVIDII

\$ 00 E 0000

(A) 140 AZALEA; BLUISH-VIOLET LITTLE-LEAF BOX SLENDER DEUTZIA

HEAVENLY BAMBOO

DAVID'S VIBURNUM

DWARF VIBURNUM

DUDDI E CONEEI OWED

AUTUMN JOY STONECROP

GARDEN STRAWBERRY

WESTERN SWORD FERN NOTES - TRANT SIZES BY THE LET ARE SPECIFIED LOCKERNO. TO THE BC LINDICLOSE STANDARD AND CANADAM LANGSCAPE STANDARD, LISTED EDITION.
OF ADMINISTRATION OF THE STANDARD LISTED STANDARD LISTED STANDARD LISTED STEPLING STANDARD LISTED STEPLING STANDARD LISTED STEPLING STANDARD LISTED STEPLING STANDARD LISTED STANDARD LISTED STANDARD LISTED STANDARD STANDAR

RUDBECKIA

KINNIKINNICK

WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL UNAPPROVED SUBSTITUTIONS WILL 

PIERIS: WHITE BLOOMS

OTTO LUYKEN LAUREL HICK'S YEW EVERGREEN HUCKLEBERRY

FOERSTER REED GRASS EVERGOLD JAPANESE SEDGE

FANCY-LEAVED CORAL BELLS: DEEP CRIMSON

COMPACT WINGED BURNING BUSH

DWARF BIGLEAF HYDRANGEA; PINK PRIVET HONEYSUCKLE OREGON GRAPE

#3 POT; 40CM #3 POT; 40CM #2 POT; 40CM

#3 POT: 50CM

#3 POT; 40CM #2 POT; 40CM #2 POT; 50CM

#3 POT: 50CM

#3 POT: 50CM

#3 POT; 50CM #3 POT; 80CM #2 POT; 50CM

#3 POT: 50CM

#3 POT: 50CM

#1 POT #1 POT

15CM POT 15CM POT

#1 POT 9CM POT

#1 POT; 20CM, 15CM POT #1 POT; 20CM

#1 POT: 20CM, 600 O.C.

©Copyright reserved. This drawing and design is the property of PMG Landscape Architects and may not be reproduced or used for other projects without their

ARCHITECTS Suite C100 - 4185 Still Creek Drive

Burnaby, British Columbia, V5C 6G9 p: 604 294-0011; f: 604 294-0022



APARTMENT DEVELOPMENT

14570 -106 AVE SURREY, BC

DRAWING TITLE:

SHRUB PLAN

> SCALE: DRAWN DO DESIGN: DO CHK'D: MCY OF 5

PMG PROJECT NUMBER:

22-154



### INTER-OFFICE MEMO

TO: Director, Area Planning & Development

- North Surrey Division

**Planning and Development Department** 

FROM: Manager, Development Services, Engineering Department

DATE: **April 01, 2024** PROJECT FILE: **7822-0277-00** 

**RE:** Engineering Requirements

Location: 14570/14580/14590 - 106 Avenue

### **OCP AMENDMENT**

The following issues are to be addressed as a condition of the OCP Amendment:

The applicant is required to complete a sanitary sewer capacity analysis downstream of the subject application due to the proposed Land use plan amendment which will result in increased population and subsequent sanitary demand. The applicant will be required to resolve any downstream pipe capacity constraints.

### **REZONE/SUBDIVISION**

### Property and Right-of-Way Requirements

- Dedicate 11.5 m for 146 Street;
- Dedicate 6 metres for residential lane;
- Dedicate 3.0 m x 3.0 m corner cut at the intersection of 106 Avenue and 146 Street;
- Dedicate 1.0 m x 1.0 m corner cut at the intersection of the lane and 146 Street; and
- Register 0.5 m statutory right-of-way (SRW) along 106 Avenue and 146 Street frontages.

### **Works and Services**

- Construct south side of 106 Avenue;
- Construct west side of 146 Street:
- Construct residential lane;
- Construct concrete letdown access;
- Construct adequately-sized service connections (drainage, water, and sanitary), to the site; and
- Construct/upgrade required fronting servicing mains (drainage, water, and sanitary) in order to service the site.

A Servicing Agreement is required prior to Rezone/Subdivision.

### **DEVELOPMENT PERMIT**

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

Janelle Frank, P.Eng.

Development Review Manager

M51



Department: Planning and Demographics
Date: April 10, 2024

Date: April 10, 2024
Report For: City of Surrey

### **Development Impact Analysis on Schools For:**

Application #: 22-0277

The proposed development of 98 Low Rise Apartment units are estimated to have the following impact on elementary and secondary schools within the school regions.

### School-aged children population projection 16

Projected Number of Students From This Development In:		
Elementary School =	9	
Secondary School =	4	
Total Students =	13	

Current Enrolment and Capacities:		
Hjorth Road Elementary		
Enrolment	327	
Operating Capacity	229	
# of Portables	5	
Guildford Park Secondary		
Enrolment	1390	
Operating Capacity	1050	
# of Portables	11	

#### Summary of Impact and Commentary

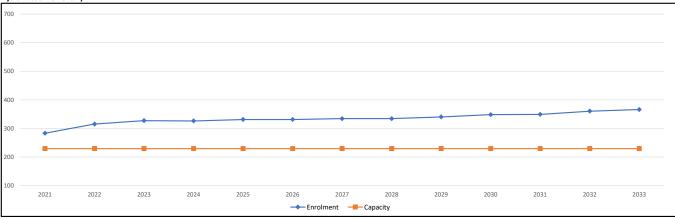
The following tables illustrate the historical, current and future enrolment projections including current/approved ministry operating capacity for the elementary and secondary schools serving the proposed development.

The NCP for the area calls for significant redevelopment located along King George Boulevard and 104th Avenue with the current building form changing into mid to high-rise residential development and mixed use. The timing of these future high-rise developments, with good market conditions could impact the enrolment growth upwards even more from the projections below.

Total enrolment for Hjorth Road elementary has exceeded the school capacity over the last 5 years. The school is currently operating at 143% capacity. In the District's 2024/2025 Five Year Capital Plan, a new request for a 17-classroom addition to Hjorth Road Elementary has been included. The Ministry of Education has not approved funding for this request.

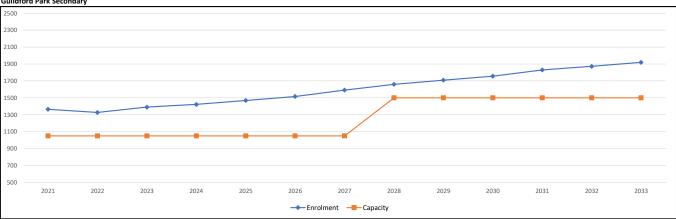
Guildford Park Secondary is currently operating at 132% and is projected to minimally grow. This school will be impacted by development along the Guildford 104th Ave Corridor when that NCP has been adopted. The impact of this plan will not be included in this projection until the plan has been approved. In May 2023, the District received capital funding approval from the Ministry to build a 450-capacity addition, targeted to open in the spring of 2028.

#### **Hjorth Road Elementary**



Note: If this report is provided in the months of October, November and December, the 10-year projections are out of date and they will be updated in January of next year

### **Guildford Park Secondary**



Note: If this report is provided in the months of October, November and December, the 10-year projections are out of date and they will be updated in January of next year.

**Population**: The projected population of children aged 0-17 impacted by the development. **Enrolment**: The number of students projected to attend the Surrey School District ONLY.

## MIKE FADUM AND ASSOCIATES LTD. VEGETATION CONSULTANTS

### **Tree Preservation Summary**

Surrey Project No: 22-0277-00

Address: 14570, 14580, 14590 106 Avenue Surrey, BC Registered Arborist: Corey Plester #PN-8523A

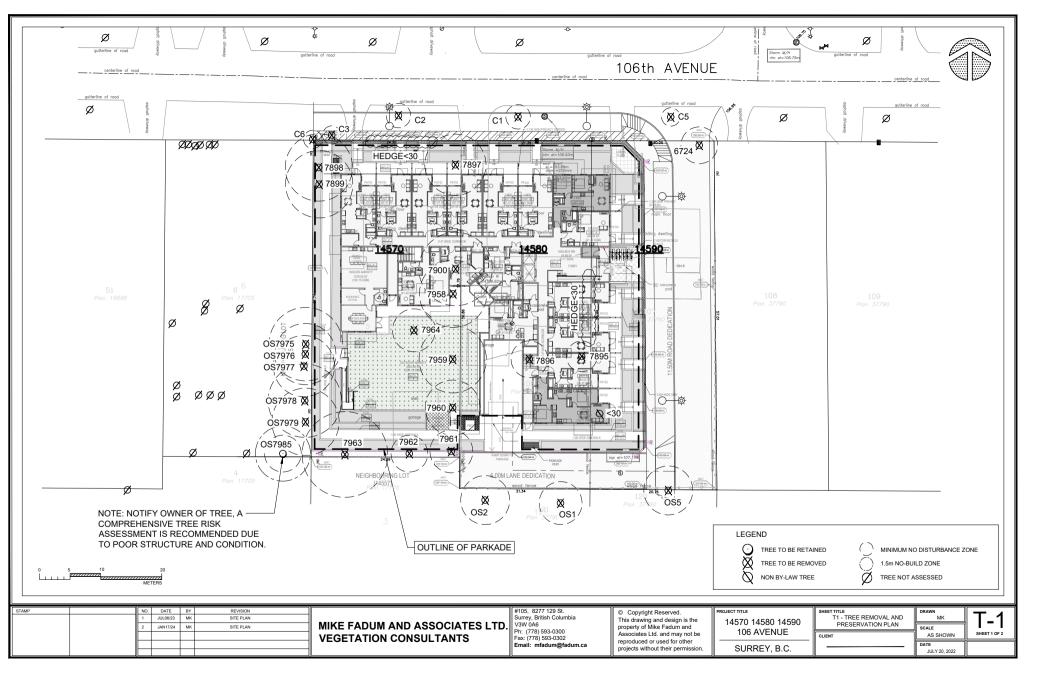
On-Site Trees	Number of Trees
Protected Trees Identified	
(on-site and shared trees, including trees within boulevards and proposed streets	19
and lanes, but excluding trees in proposed open space or riparian areas)	
Protected Trees to be Removed	19
Protected Trees to be Retained	0
(excluding trees within proposed open space or riparian areas)	
- Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio  2 X one (1) = 2  - All other Trees Requiring 2 to 1 Replacement Ratio  17 X two (2) = 34	36
Replacement Trees Proposed	38
Replacement Trees in Deficit	38
Protected Trees to be Retained in Proposed [Open Space / Riparian Areas]	NA

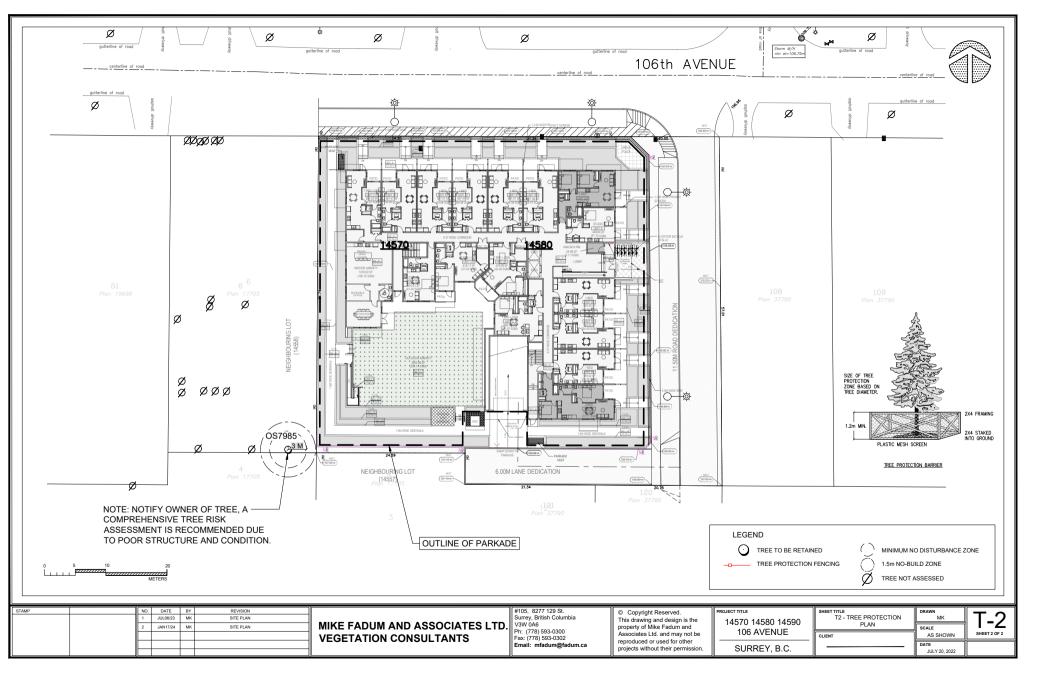
Off-Site Trees	Number of Trees
Protected Off-Site Trees to be Removed	8
Total Replacement Trees Required:  - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio	
2 X one (1) = 2	14
- All other Trees Requiring 2 to 1 Replacement Ratio	
6 X two (2) = 12	
Replacement Trees Proposed	0
Replacement Trees in Deficit	14

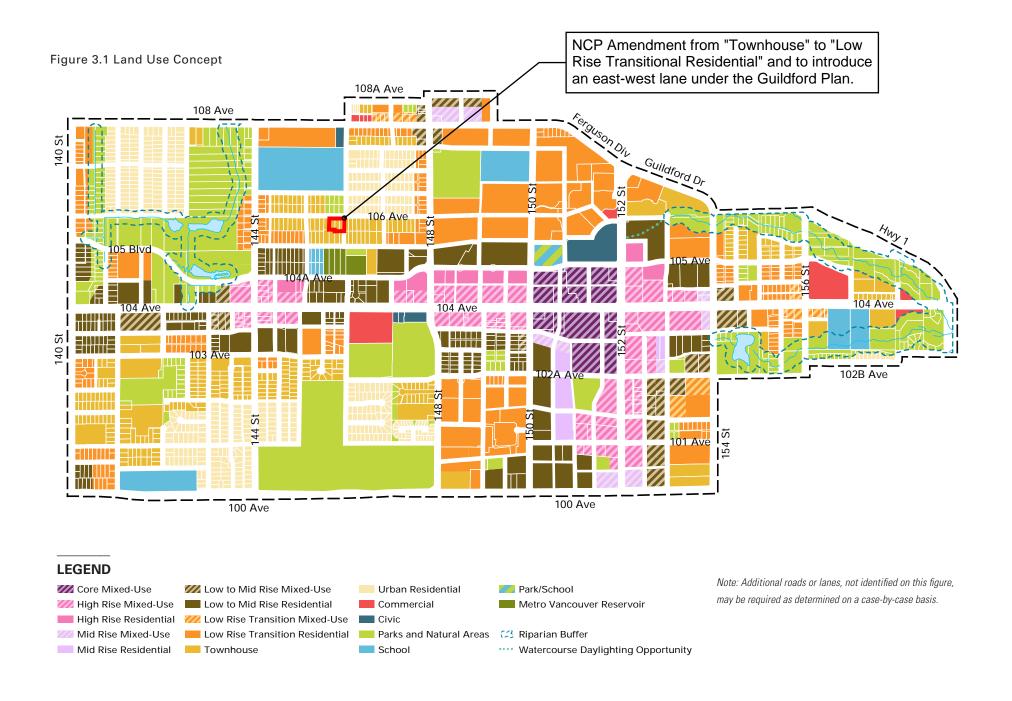
Summary report and plan prepared and submitted by: Mike Fadum and Associates Ltd.	
	Date: January 18, 2024
Signature of Arborist:	











### **CITY OF SURREY**

### HOUSING AGREEMENT (Residential Only)

THIS HOUSING AGREEMENT made the 10th day of April, 2024.

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:

PADDINGTON (GUILDFORD) HOLDINGS LTD. INC. NO. BC1345482, 10833 – 160 Street, Unit 625, Surrey, B.C., V4N 1P3

(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: 010-328-220

LOT 5 SECTION 19 BLOCK 5 NORTH RANGE 1 WEST NEW

WESTMINSTER DISTRICT PLAN 17705

Parcel Identifier: 008-501-319

LOT 106 SECTION 19 BLOCK 5 NORTH RANGE 1 WEST NEW

WESTMINSTER DISTRICT PLAN 37790

Parcel Identifier: 008-501-351

LOT 107 SECTION 19 BLOCK 5 NORTH RANGE 1 WEST NEW

WESTMINSTER DISTRICT PLAN 37790

(collectively, the "Lands");

B. The Owner proposes to use the Lands for a 5-storey residential building with 98 dwelling units for rental purposes (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. <u>DEFINED TERMS</u>

- 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 98 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;
  - (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;

- (i) "Rental Units" means 98 of the Dwelling Units which must be made available by the Owner to the general public at arms' length 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 60 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.
- 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 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.4 All of the Rental Units must be owned by the same Owner(s).
- 2.5 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.

### 3. <u>LIABILITY</u>

- 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:

Paddington (Guildford) Holdings Ltd., INC. NO. BC1345482

10833 – 160 Street, Unit 625 Surrey, B.C. V4N 1P3

Attention: PAVITTER SIKUM

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.
- 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.
- 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 **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.
- 5.11 **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.

- 5.12 **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.
- 5.13 **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.
- 5.14 **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.
- 5.15 **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
Ву:	Authorized Signatory
	Brenda Locke, Mayor City of Surrey
Ву:	Authorized Signatory
	Jennifer Ficocelli, City Clerk City of Surrey
PADE	DINGTON (GUILDFORD) HOLDINGS LTD. INC. NO. BC1345482
Ву:	
	Authorized Signatory
	Pavitter Sikham Director