

City of Surrey  
**PLANNING & DEVELOPMENT REPORT**

File: 7917-0190-00

Planning Report Date: December 3, 2018

**PROPOSAL:**

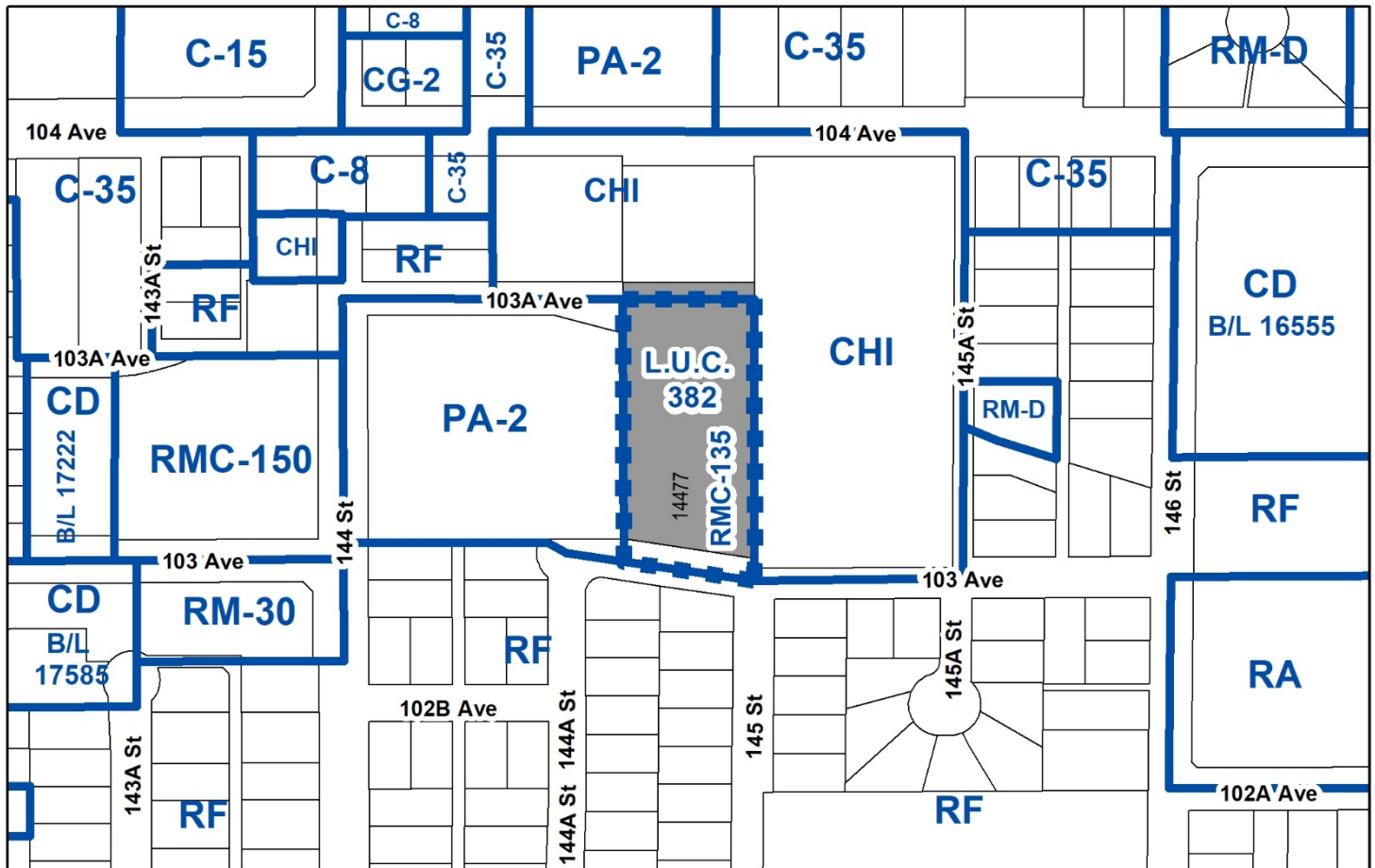
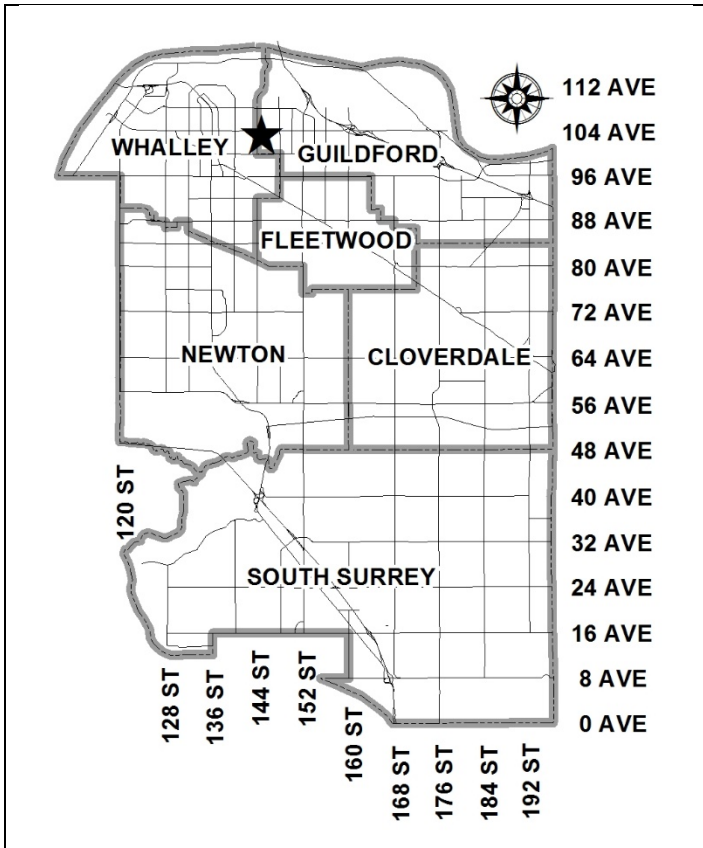
- **Rezoning** from RMC-135 and CHI to CD (based on RM-70)
- **Development Permit**
- **Housing Agreement**

to permit the development of a 108-unit, 5-storey rental building and 10 townhouse units.

**LOCATION:** 14477 - 103 Avenue

**ZONING:** RMC-135

**OCP DESIGNATION:** Multiple Residential



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for Rezoning.
- By-law Introduction for Housing Agreement.
- Approval to reduce indoor amenity space.
- Approval to draft Development Permit.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

RATIONALE OF RECOMMENDATION

- Complies with Multiple Residential designation in the Official Community Plan (OCP).
- The attached Housing Agreement, to be adopted by By-law and registered on title through a restrictive covenant, will restrict the 108 apartment dwelling units to a rental tenure for a minimum of 20 years. The Housing Agreement By-law will be brought forward for final adoption concurrently with the Rezoning By-law, when all conditions associated with the rezoning are fulfilled.
- The proposed density and building form are appropriate for this part of Guildford, and the proposed setbacks achieve a more urban, pedestrian streetscape in accordance with the Development Permit (Form and Character) design guidelines in the OCP.
- The proposed development is within a Frequent Transit Development Area (FTDA) and conforms to the goal of achieving higher density development near a transit corridor (within 400 metres / 0.25 mile of 104 Avenue).
- The applicant has proposed a voluntary amenity contribution on a per unit basis.
- There is a strong demand for rental dwelling units in the City.

RECOMMENDATION

The Planning & Development Department recommends that:

1. A By-law be introduced to rezone the subject site from "Multiple Residential Commercial 135 Zone" (RMC-135) and "Highway Commercial Industrial Zone" (CHI) to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
2. A Housing Agreement By-law be introduced to restrict the 108 proposed apartment dwelling units to a rental tenure for not less than 20 years. (Appendix VIII);
3. Council approve the applicant's request to reduce the amount of required indoor amenity space from 354 square metres (3,810 square feet) to 225 square metres (2,420 square feet);
4. Council authorize staff to draft Development Permit No. 7917-190-00 generally in accordance with the attached drawings (Appendix II);
5. 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 road dedication plans to the satisfaction of the Approving Officer;
  - (c) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
  - (d) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
  - (e) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
  - (f) the applicant address the concern that the development will place additional pressure on existing park facilities to the satisfaction of the General Manager, Parks, Recreation and Culture;
  - (g) removal of all unauthorized vehicles and bins off the subject property to the satisfaction of the Planning and Development Department;
  - (h) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art, to the satisfaction of the General Manager Parks, Recreation and Culture;
  - (i) registration of a statutory right-of-way to allow for pedestrian rights-of-passage without vehicles for the corner plazas at the northeast and southeast corners of the site; and
  - (j) the applicant adequately address the impact of reduced indoor amenity space.

REFERRALS

Engineering: The Engineering Department has no objection to the project, subject to the completion of Engineering servicing requirements, as outlined in Appendix III.

School District: **Projected number of students from this development:**

8 Elementary students at Lena Shaw Elementary School  
7 Secondary students at Guildford Park School

(Appendix IV)

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by mid to late 2020.

Parks, Recreation & Culture: Parks has some concerns about the pressure this project will place on existing parks, recreation, and cultural facilities in the neighbourhood. The applicant has proposed a voluntary amenity contribution on a per unit basis to address this issue, as follows:

- Bachelor Studio Units: \$1,260.69 per unit;
- One-Bedroom Units: \$1,436.17 per unit; and
- Two-Bedroom Units: \$1,623.13 per unit.

This results in a total voluntary amenity contribution of \$177,423.70.

Surrey Fire Department: No concerns.

SITE CHARACTERISTICS

Existing Land Use: Unauthorized vehicle parking on a vacant lot.

Adjacent Area:

Direction	Existing Use	OCP Designation	Existing Zone
North (Across 103A Avenue):	Drive-through restaurant (McDonald's).	Commercial	CHI
East:	Car dealership and related services (Mainland Ford).	Multiple Residential	CHI
South (Across 103 Avenue):	Single family dwellings.	Urban	RF
West:	Church.	Multiple Residential	PA-2

## DEVELOPMENT CONSIDERATIONS

### Background

- The subject property is located at 14477 – 103 Avenue and is approximately 8,373 square metres (2.1 acres) in size. The property is split-zoned "Multiple Residential Commercial 135 Zone (RMC-135)" and "Highway Commercial Industrial Zone" (CHI), and designated "Multiple Residential" in the Official Community Plan (OCP).
- The subject site is located within a Frequent Transit Development Area (FTDA) and is less than 400 metres (0.25 mile) from 104 Avenue, which is a designated transit corridor.
- The property is devoid of any buildings and structures; however, it is being utilized for unauthorized vehicle and bin storage at this time. The applicant has stated that they will remove all vehicles and bins from the site as soon as possible.
- Land Use Contract (LUC) No. 382 was terminated under Development Application No. 7917-0496-00. The LUC Termination By-law No. 19441 received Final Adoption from Council on December 4, 2017. In accordance with the legislation, the LUC Termination By-law must include an effective date that is no less than one year from adoption of the by-law, resulting in a grace period. This one-year grace period ends on December 4, 2018, and therefore, no LUC Discharge is required as part of the subject development application.

### Current Proposal

- The owners have applied for a rezoning and a Development Permit (DP) in order to allow a five-storey rental apartment building, as well as ten (10) market townhouse units on the subject property.
- The proposal includes a total of three (3) buildings. Building No. 1 is 5 storeys and consists of 108 rental apartment units. Building No. 2 fronts 103 Avenue and Building No. 3 fronts 145 Street, and each contain five (5) two-storey townhouse units.
- In total, the three (3) buildings are approximately 10,027 square metres (107,930 sq.ft.) in size, resulting in a net floor area ratio (FAR) of 1.8 and a gross FAR of 1.2. A maximum gross density of 2.0 FAR is permitted at this location, since the subject site is designated Multiple Residential and is located within a Frequent Transit Development Area (FTDA) as per the OCP.
- The project includes the following unit types:
  - Nine (9) studio units;
  - Fifty-two (52) one-bedroom units;
  - Six (6) one-bedroom + den units;
  - Forty (40) two-bedroom units;
  - One (1) two-bedroom + den units; and
  - Ten (10) two-bedroom + den units located within the townhouse buildings.

- The proposed unit types range in size from approximately 45 square metres (480 sq.ft.) to 95 square metres (1,015 sq.ft.) in the apartment building, while the townhouse units are approximately 130 square metres (1,400 sq.ft.) each in size.
- As part of the development application, the applicant is required to dedicate 11.5 metres (38 ft.) along the east property line in order to construct the half road portion of 145 Street. A 2.0-metre (6.5 ft.) and 1.5-metre (5 ft.) road dedication along the south and north property lines for the widening of 103 Avenue and 103A Avenue, respectively, are also required.

#### Proposed CD By-law (Appendix VII)

- Although the proposed building conforms in terms of height and massing to the type of building found in the RM-70 Zone, the proposed density and lot coverage cannot be accommodated in the RM-70 Zone. The proposed net floor area ratio (FAR) of 1.8 exceeds the maximum FAR of 1.5 permitted in the RM-70 Zone.
- Although the proposed density could be accommodated within the RMC-135 Zone, the RMC-135 Zone is designed to accommodate and regulate high-rise residential developments and is, therefore, not appropriate for a five-storey building form.
- As a result of the proposed density and building massing, the applicant has applied to rezone the site to a Comprehensive Development (CD) Zone (based on the RM-70 Zone). The following table provides a comparison between the RM-70 Zone and the proposed CD By-law:

	RM-70 Zone	Proposed CD By-law
<b>FAR</b>	1.5 (net)	1.8 (net)
<b>Lot Coverage</b>	33%	55%
<b>Building Setbacks</b>	7.5 metres to all lot lines	4.0 metres (13 ft.) to the north and east lot lines 4.5 metres (14.5 ft.) to the south lot line 7.5 metres (25 ft.) to the west lot line
<b>Setback to Underground Parking Facility</b>	2.0 metres (6.6 ft.) from the front lot line or the lot line along a flanking street	0.5 metres (1.5 ft.) from any lot line
<b>Parking Rates</b>	1.3 parking spaces per dwelling unit with 1 or no bedrooms; 1.5 parking spaces per dwelling unit with 2 or more bedrooms; and 0.2 parking space per dwelling unit for visitors	Parking has been provided in accordance with the Zoning By-law requirements, including a 20% reduction for the site since it is located within a Frequent Transit Development Area (FTDA)

- The maximum lot coverage has been increased from 33% in the RM-70 Zone to 55%. The proposed lot coverage is typical for similar types of developments.
- The reduced setbacks along the north (103A Avenue), east (145 Street), and south (103 Avenue) lot lines achieve a more urban, pedestrian-oriented streetscape, which is consistent with this type of development.

- The reduced setback of 0.5 metres (1.5 ft.) to the property lines for the underground parking structure, rather than 2.0 metres (7 ft.) as required in the Zoning By-law, is comparable to other similar projects. Land Development Engineering has no objection to this reduced setback since it is outside of the 0.5 metre (1.5 ft.) statutory right-of-way that will be registered along the street frontages as part of the subject development application.
- The City's Transportation Planning Division support the relaxation (20% reduction) to the vehicle parking requirement, which is consistent with similar developments located within a Frequent Transit Development Area (FTDA).

### 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 regarding the occupancy of the dwelling units.
- The attached Housing Agreement (Appendix VIII) will be adopted by By-law and registered on title. The agreement will restrict the 108 proposed dwelling units in the apartment building to a rental tenure for a minimum period of 20 years from the date when an Occupancy Permit is issued for the building.
- The City may from time to time require that the owner of the building provide written proof of compliance with the Housing Agreement.
- The Housing Agreement By-law will be brought forward for final adoption concurrently with the rezoning, once all of the outstanding conditions associated with the rezoning are fulfilled.

### PRE-NOTIFICATION

- Pre-notification letters were mailed on August 20, 2018, and staff received no response from the public.

### DESIGN PROPOSAL AND REVIEW

- The proposed development consists of three (3) buildings. Building 1 is a 5-storey, 108-unit rental building and fronts 103A Avenue. Building 2 consists of five (5), two-storey townhouse units fronting 145 Street, while Building 3 consists of five (5), two-storey townhouse units fronting 103 Avenue. Only the dwelling units within Building 1 will be rental, as per the proposed Housing Agreement.
- Staff worked with the applicant to ensure the buildings are designed with an appropriate street interface, since future redevelopment of this area will create an urban, walkable neighbourhood close to the transit corridor along 104 Avenue.
- The main entrance to the lobby of the apartment building is located at the northwest corner, facing 103A Avenue.

- The building materials for the apartment building include fiber cement siding in grey, white and burgundy. Portions of the first and second floors also incorporate a deep red brick façade.
- An extended fiber cement clad roof canopy provides weather protection for the fifth floor units and accentuates the building design. Fiber cement clad canopies are proposed over the entrances to the apartment building, and are supported by heavy timber poles.
- Proposed Buildings 2 and 3 incorporate similar building materials, with shades of white and grey only.
- All of the non-ground-oriented dwelling units include balconies, and all meet or exceed the minimum size of 4.6 square metres (50 sq.ft.).
- All of the buildings include flat roofs, which result in a clean, contemporary building design.
- The building design is supported by the Advisory Design Panel (ADP).

#### Parking and Vehicle Access

- The applicant proposes a total of 162 parking spaces (137 resident parking spaces and 25 visitor parking spaces) in a two-level underground parking garage, which complies with the requirement of 154 parking spaces as per the current parking rates in the Zoning By-law, with a 20% reduction considered to have merit at this location.
- The 162 proposed parking spaces include four (4) spaces for persons with disabilities and thirty-eight (38) small car parking spaces. The 38 small car spaces represent 23% of the total parking spaces, which is below the maximum allowance of 35% as per the Zoning By-law.
- The proposal includes a total of 150 secure bicycle parking spaces located within the underground parking garage and an additional eighteen (18) surface bicycle parking spaces located throughout the site.
- Vehicle access to the underground parking garage is located at the northwest corner of the site via 103A Avenue.

#### Amenity Space

- Based on the 118 proposed dwelling units and the minimum requirement of 3.0 square metres (32 sq.ft.) of indoor amenity space per unit, a total of 354 square metres (3,810 square feet) of indoor amenity space is required. The development proposes 225 square metres (2,420 sq.ft.) of indoor amenity space, which does not meet the minimum requirement. Therefore, the applicant proposes a monetary contribution of \$51,600 (based on \$1,200 per unit of the indoor amenity space required) in accordance with City policy to address this shortfall.
- The indoor amenity space consists of a multi-purpose room and a gym on the ground floor of Building 1 (apartment building).
- The applicant has provided the following reasons for the reduction in the indoor amenity space:



- The subject site is within close proximity (less than 2.0 kilometres / 1.2 miles) to the Guildford Recreation Centre, which offers quality services and amenity space;
  - Indoor amenity space is often under-utilized and incur added costs related to construction and maintenance. The proposed indoor amenity area will provide adequate (programmed and flex) space for the future tenants; and
  - Significant outdoor amenity space is provided, and is directly adjacent to the indoor amenity space. Each dwelling unit also includes a private balcony or patio.
- Based on the 118 proposed dwelling units and the minimum requirement of 3.0 square metres (32 sq.ft.) of outdoor amenity space per unit, a total of 354 square metres (3,810 square feet) of outdoor amenity space is required. The development proposes approximately 561 square metres (6,040 sq.ft.) of outdoor amenity space, which exceeds the minimum requirement.
  - The outdoor amenity space consists of a large central courtyard located between the apartment building and the townhouse buildings. An additional outdoor space is located to the north of the courtyard with direct access to / from the indoor amenity space. The outdoor amenity space consists of seating areas, vegetable planters and a pergola, as well as sod lawn areas with appropriate trees and landscaping.
  - Two (2) public plazas are proposed at the southeast and northeast corners of the site along the new 145 Street. The public plazas include seating and several Dogwood trees in planters.

### TREES

- Thomas Walz, ISA Certified Arborist of BC Plant Health Care Inc. prepared an Arborist Assessment for the subject property. The table below provides a summary of the tree retention and removal by tree species:

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

Tree Species	Existing	Remove	Retain
<b>Deciduous Trees</b> (Undersized Boulevard Trees)			
Scarlet Oak	7	7	0
Cascara	1	1	0
<b>Total (excluding Alder and Cottonwood Trees)</b>	<b>8</b>	<b>8</b>	<b>0</b>
<b>Total Replacement Trees Proposed (excluding Boulevard Street Trees)</b>		<b>56</b>	
<b>Total Retained and Replacement Trees</b>		<b>56</b>	
<b>Contribution to the Green City Fund</b>		<b>No contribution required</b>	

- The Arborist Assessment states that there are no protected trees on the site. There are however, eight (8) undersized boulevard trees located along the north and south property lines that are proposed for removal (see Table 1 above). The proposed removal of the undersized trees is to accommodate the construction of the new sidewalks along 103A Avenue and 145 Street.
- There are fourteen (14) off-site trees located on the property to the west (10330 - 144 Street). The applicant has provided sufficient setbacks to the tree protection zones of these off-site trees, and therefore, all of the trees will be retained.
- Since no protected trees have been identified on the subject site, the applicant is not required to provide any replacement trees. However, as part of the project, the applicant is proposing to plant 56 trees throughout the site. The new on-site trees will consist of dogwoods, firs, pines and maples.
- The number and species of boulevard street trees to be planted will be determined by the Engineering Department during the servicing design review process.

#### SUSTAINABLE DEVELOPMENT CHECKLIST

The applicant prepared and submitted a sustainable development checklist for the subject site on March 27, 2017. The table below summarizes the applicable development features of the proposal based on the seven (7) criteria listed in the Surrey Sustainable Development Checklist.

<b>Sustainability Criteria</b>	<b>Sustainable Development Features Summary</b>
1. Site Context & Location (A1-A2)	<ul style="list-style-type: none"> <li>• The subject site is located within a Frequent Transit Development Area (FTDA) and is about one block (less than 200 metres) south of the future transit corridor along 104 Avenue.</li> </ul>
2. Density & Diversity (B1-B7)	<ul style="list-style-type: none"> <li>• The proposed development will increase the density in the area and promote a more urban, pedestrian-friendly streetscape.</li> <li>• The project will diversify the housing stock and provide much-needed rental units in this area.</li> </ul>
3. Ecology & Stewardship (C1-C4)	<ul style="list-style-type: none"> <li>• The proposed development includes natural landscaping.</li> <li>• 56 replacement trees will be planted in addition to a variety of shrubs, grass, perennials and ground cover.</li> </ul>
4. Sustainable Transport & Mobility (D1-D2)	<ul style="list-style-type: none"> <li>• Frequent transit service runs along 104 Avenue, with transit stops located within walking distance from the subject site.</li> <li>• Secure bicycle parking is provided within the underground parking garage.</li> </ul>
5. Accessibility & Safety (E1-E3)	<ul style="list-style-type: none"> <li>• All non-ground oriented units within the apartment building are accessible by elevator.</li> <li>• The proposed building incorporates CPTED principles including: well-lit entries/exits, passive surveillance on the street, and good on-site lighting.</li> </ul>

Sustainability Criteria	Sustainable Development Features Summary
6. Green Certification (F1)	<ul style="list-style-type: none"> <li>No green rating or certification is proposed.</li> </ul>
7. Education & Awareness (G1-G4)	<ul style="list-style-type: none"> <li>Pre-notification letters were mailed to area residents and property owners, and a development proposal sign was installed on the subject site.</li> </ul>

### ADVISORY DESIGN PANEL

ADP Date: November 8, 2018

The applicant has resolved most of the outstanding items from the ADP review. Some minor revisions will be completed prior to Council's consideration of final adoption of the rezoning bylaw, to the satisfaction of the Planning and Development Department (see Appendix VI).

### INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners and Action Summary (Confidential) and Project Data Sheets
Appendix II.	Proposed Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix III.	Engineering Summary
Appendix IV.	School District Comments
Appendix V.	Summary of Tree Survey and Tree Preservation
Appendix VI.	ADP Comments
Appendix VII.	Proposed CD By-law
Appendix VIII.	Housing Agreement

*original signed by Ron Gill*

Jean Lamontagne  
General Manager  
Planning and Development

DN/cm

APPENDIX I HAS BEEN  
REMOVED AS IT CONTAINS  
CONFIDENTIAL INFORMATION

## DEVELOPMENT DATA SHEET

Proposed Zoning: CD (based on RM-70)

Required Development Data	Minimum Required / Maximum Allowed	Proposed
<b>LOT AREA</b>		
Gross Total		8,373 sq.m.
Road Widening area		2,795 sq.m.
Undevelopable area		N/A
Net Total		5,578 sq.m.
<b>LOT COVERAGE (in % of net lot area)</b>		
Buildings & Structures	55%	51%
Paved & Hard Surfaced Areas		16%
Total Site Coverage		67%
<b>SETBACKS</b>		
Front (north)	4.0 metres	4.2 metres
Rear (south)	4.5 metres	4.5 metres
Side #1 (west)	7.5 metres	7.5 metres
Side #2 (east)	4.0 metres	4.0 metres
<b>BUILDING HEIGHT</b>		
Principal	18 metres	17.5 metres
Accessory	4.5 metres	N/A
<b>NUMBER OF RESIDENTIAL UNITS</b>		
Studio		9
One Bed		52
One Bed + Den		6
Two Bedroom		40
Two Bedroom + Den		1
Two Bedroom + Den Townhouses		10
Total		118
<b>FLOOR AREA: Residential</b>		
		10,027 sq.m.
<b>FLOOR AREA: Commercial</b>		
Retail		N/A
Office		
Total		
<b>FLOOR AREA: Industrial</b>		
		N/A
<b>FLOOR AREA: Institutional</b>		
		N/A
<b>TOTAL BUILDING FLOOR AREA</b>	10,807 sq.m.	10,027 sq.m.

**Development Data Sheet cont'd**

<b>Required Development Data</b>	<b>Minimum Required / Maximum Allowed</b>	<b>Proposed</b>
<b>DENSITY</b>		
# of units/ha /# units/acre (net)		212 UPH (86 UPA)
FAR (net)	2.0	1.8
<b>AMENITY SPACE (area in square metres)</b>		
Indoor	354 sq.m.	225 sq.m.
Outdoor	354 sq.m.	561 sq.m.
<b>PARKING (number of stalls)</b>		
Commercial		N/A
Industrial		N/A
Studio		8
One Bed		53
One Bed + Den		6
Two Bedroom		48
Two Bedroom + Den		2
Two Bedroom + Den Townhouses		20
Residential Visitors		25
Institutional		N/A
Total Number of Parking Spaces	154	162
Number of accessible stalls	1	4
Number of small cars	54	38
Tandem Parking Spaces: Number / % of Total Number of Units		N/A
Size of Tandem Parking Spaces width/length		N/A

Heritage Site	NO	Tree Survey/Assessment Provided	YES
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SUBJECT PROPERTY

 NORTH  
**CONTEXT SITE PLAN**  
 SCALE : N.T.S.

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ISSUE	DATE	BY	FOR	ISSUED FOR
92	JULY 27/08	L.F.B.	L.F.B.	PLANNING DEPARTMENT
93	SEPT. 10/08			PLANNING DEPARTMENT

REV.	DATE	BY	NO.

©20-AC101 Contact: Jap

DESIGN	DRAWN	DATE	SCALE
L.F.B.		Sept. 12, 09	N.T.S.

CLIENT : KELSON GROUP  
 PROJECT : APARTMENT/TOWNHOUSE - RENTAL BUILDINGS- 14471 - 103A AVE., SURREY, B.C.  
 SHEET CONTENTS :  
 CONTEXT SITE PLAN

**barnett dembok**  
 ARCHITECTS INC.

UNIT 135,  
 7536 130 STREET,  
 SURREY, B.C. V3W 1H8

PHONE: (604) 597-7100  
 FAX: (604) 597-2099  
 EMAIL: mcd@dark1tex.com

CLIENT NO.	SHEET NO.
16028	AC-1.01a





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ISSUE NO.	DATE	BY	ISSUED FOR
1	APR. 2018	L.F.B.	PLANNING DEPARTMENT
2	JULY 2018	L.F.B.	PLANNING DEPARTMENT

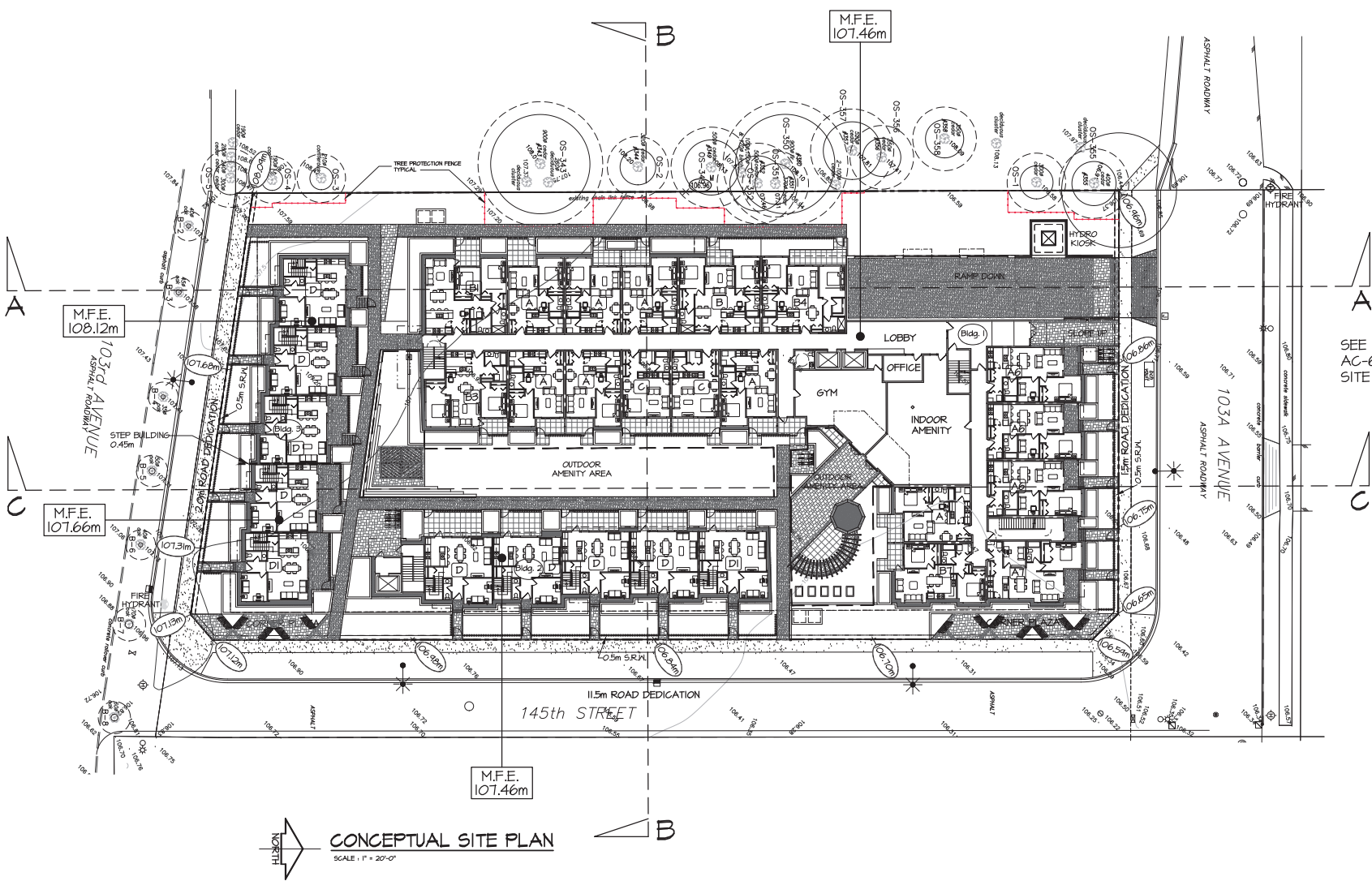
REV.	DATE	BY	NO.

DESIGN :	L.F.B.	DRAWN :	DATE :	SCALE :
CLIENT :	KELSON GROUP	PROJECT :	APARTMENT/CONDOHOUSE - RENTAL BUILDINGS	1447T - 103A AVE., SURREY, B.C.
SHEET CONTENTS :	CONCEPTUAL SITE PLAN - SOUTH			

**barnett dembek**  
 UNIT 135,  
 7536 130 STREET,  
 SURREY, B.C.  
 V3W 1H8

PHONE: (604) 597-7100  
 FAX: (604) 597-2099  
 EMAIL: mcd@darkitex.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-1.03



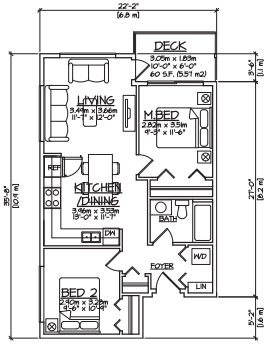
SEE DRAWING AC-6.01 FOR SITE SECTIONS

**CONCEPTUAL SITE PLAN**  
 SCALE: 1" = 20'-0"

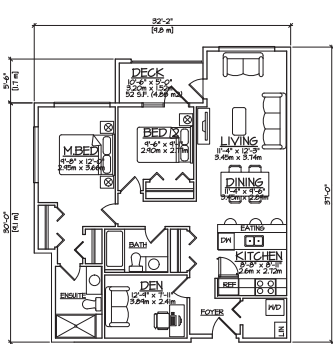




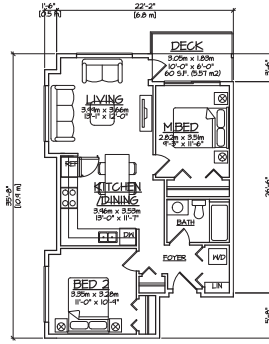




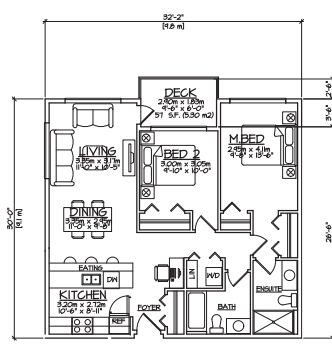
**UNIT TYPE B5 - 2 BED**  
SCALE: 1/8" = 1'-0"  
701 S.F. (65.16 m<sup>2</sup>)



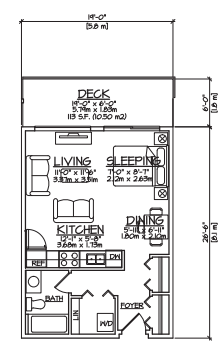
**UNIT TYPE B6 - 2 BED & DEN**  
SCALE: 1/8" = 1'-0"  
1,008 S.F. (93.60 m<sup>2</sup>)



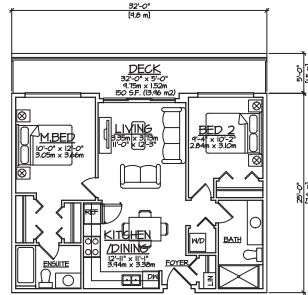
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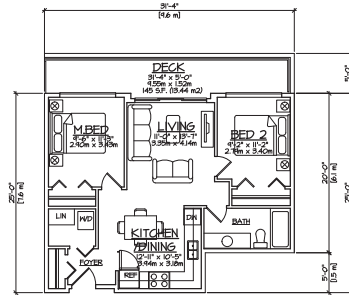
**UNIT TYPE B8 - 2 BED**  
SCALE: 1/8" = 1'-0"  
922 S.F. (85.62 m<sup>2</sup>)



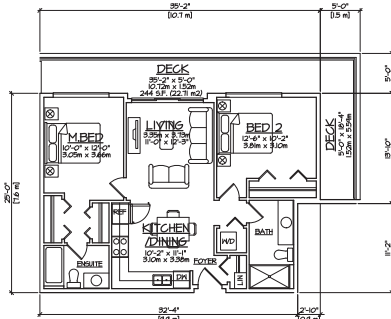
**UNIT TYPE C - STUDIO**  
SCALE: 1/8" = 1'-0"  
441 S.F. (40.61 m<sup>2</sup>)



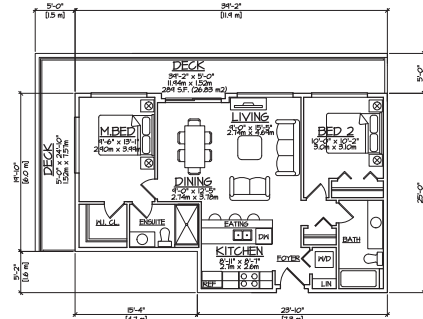
**UNIT TYPE PH - 2 BED**  
SCALE: 1/8" = 1'-0"  
783 S.F. (72.75 m<sup>2</sup>)



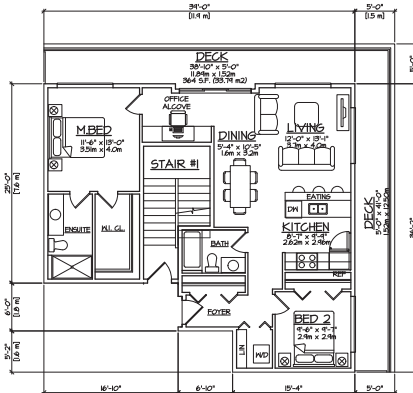
**UNIT TYPE PHI - 2 BED**  
SCALE: 1/8" = 1'-0"  
713 S.F. (66.21 m<sup>2</sup>)



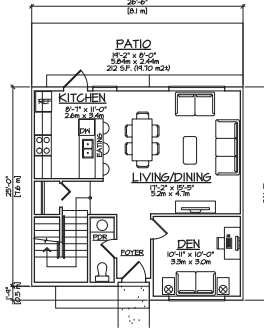
**UNIT TYPE PH2 - 2 BED**  
SCALE: 1/8" = 1'-0"  
821 S.F. (76.83 m<sup>2</sup>)



**UNIT TYPE PH3 - 2 BED**  
SCALE: 1/8" = 1'-0"  
806 S.F. (75.35 m<sup>2</sup>)

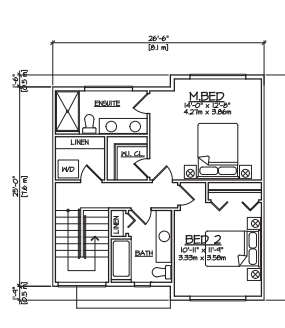


**UNIT TYPE PH4 - 2 BED**  
SCALE: 1/8" = 1'-0"  
1,048 S.F. (97.33 m<sup>2</sup>)

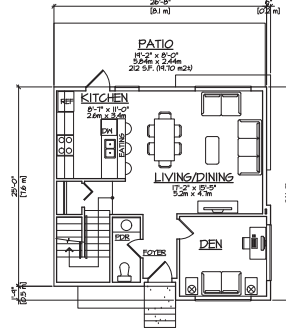


**MAIN FLOOR**  
681 S.F. (63.3 m<sup>2</sup>)

**UNIT TYPE D - 2 BED & DEN TOWNHOUSE**  
SCALE: 1/8" = 1'-0"  
1,382 S.F. (128.4 m<sup>2</sup>)

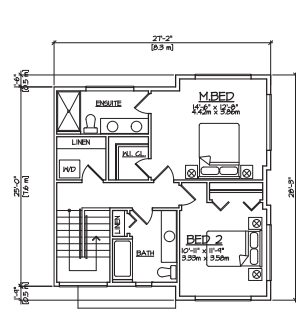


**UPPER FLOOR**  
701 S.F. (65.1 m<sup>2</sup>)



**MAIN FLOOR**  
641 S.F. (64.2 m<sup>2</sup>)

**UNIT TYPE DI - 2 BED & DEN TOWNHOUSE**  
SCALE: 1/8" = 1'-0"  
1,406 S.F. (130.7 m<sup>2</sup>)



**UPPER FLOOR**  
766 S.F. (71.1 m<sup>2</sup>)

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ISSUE NO.	DATE	BY	ISSUED FOR
1	APR. 2008	L.F.S.	PLANNING DEPARTMENT
2	JULY 2010	L.F.S.	PLANNING DEPARTMENT

REV. NO.	DATE	BY	DESCRIPTION

DESIGN: L.F.S.  
DRAWN: L.F.S.  
DATE: AUG 27 10  
SCALE: 1/8" = 1'-0"

CLIENT: KELSON GROUP  
PROJECT: APARTMENT/TOWNHOUSE - RENTAL BUILDINGS 14471 - 105A AVE., SURREY, B.C.  
SHEET CONTENTS: UNIT PLANS



UNIT 135,  
7538 130 STREET,  
SURREY, B.C.  
V3W 1H8

CLIENT NO.	SHEET NO.
PROJECT NO.	AG-2.02
16028	REV. NO.



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1	APR. 2008	L.F.B.	PLANNING DEPARTMENT
2	JULY 2010	L.F.B.	PLANNING DEPARTMENT

REV#	DATE	BY	DESCRIPTION

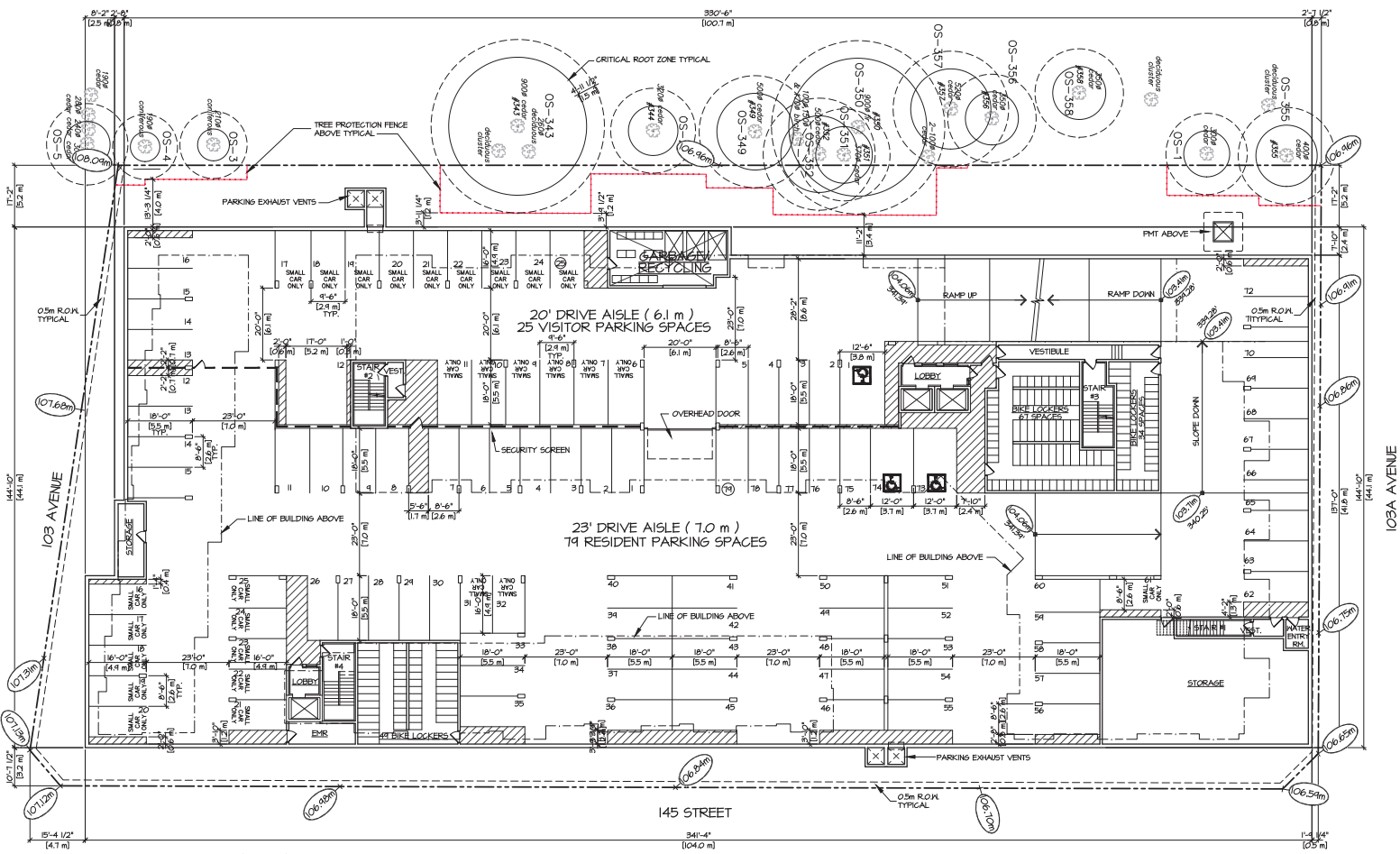
DESIGN :	KELSON GROUP
CLIENT :	KELSON GROUP
PROJECT :	APARTMENT/TOWNHOUSE - RENTAL BUILDINGS
DATE :	APR 21 10
SHEET CONTENTS :	BUILDING PLANS
SCALE :	1/8" = 1'-0"

**barnett dembek**

UNIT 135,  
7538 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
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CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-3,02



**PARKING GARAGE - LEVEL 1**  
SCALE: 1/8" = 1'-0"  
47,176 S.F. (4,382.78 m<sup>2</sup>)

**OPTED REQUIREMENTS FOR UNDERGROUND PARKING**

- THE FOLLOWING IS A SUMMARY OF OPTED REQUIREMENTS FOR THE UNDERGROUND PARKING:
- PAINT THE UNDERGROUND PARKING WALLS & COLUMNS WHITE.
  - INSTALL HARD-WIRED VIDEO SURVEILLANCE EQUIPMENT IN U/G PARKING.
  - AVOID HIDDEN CORNERS AND INSTALL CONVEX MIRRORS AS NEEDED IN U/G PARKING AND STAIRWELLS.
  - PROVIDE VISION PANELS IN ALL DOORS IN U/G PARKING LEADING TO PUBLICLY ACCESSIBLE AREAS.
  - ELEVATOR LOBBY IN U/G PARKING AREA SHOULD BE GLAZED TO PERMIT NATURAL SURVEILLANCE.
  - ENSURE ADEQUATE LIGHTING THROUGHOUT THE U/G PARKING.
  - PROVIDE ROUGH SURFACE FINISH ON RAMPS TO DIETER SKATEBOARDERS.



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1	APR. 2008	L.F.S.	PLANNING DEPARTMENT
2	JULY 2010	L.F.S.	PLANNING DEPARTMENT

REV#	DATE	BY	DESCRIPTION

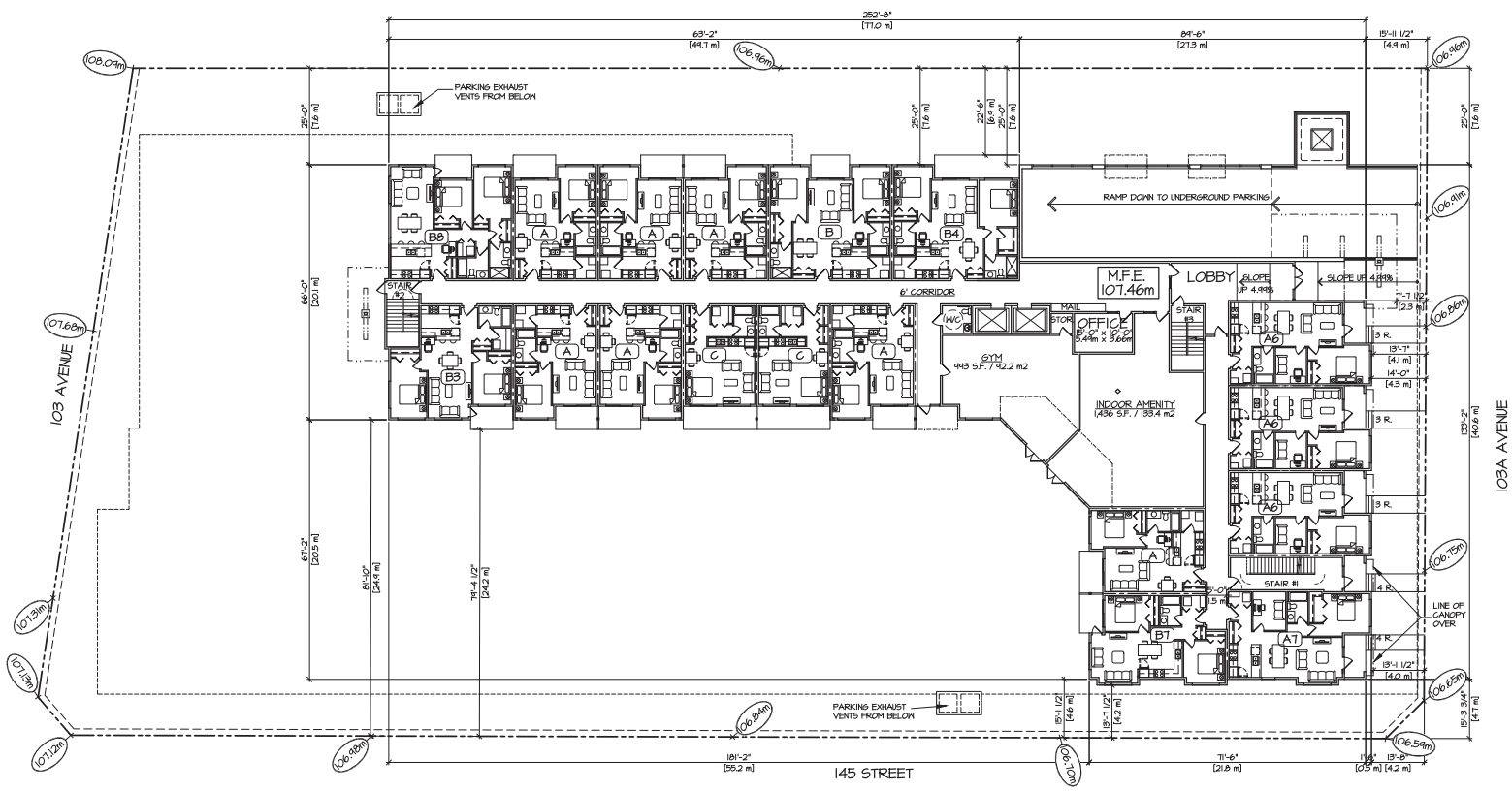
DESIGN :	CLIENT :
L.F.S.	KEELSON GROUP
DRAWN :	PROJECT :
DATE :	APARTMENT/CONDOHOUSE - RENTAL BUILDINGS
SCALE :	14471 - 103A AVE., SURREY, B.C.
1/8" = 1'-0"	SHEET CONTENTS :
	BUILDING #1 FLOOR PLANS
	MAIN FLOOR

**barnett dembek**

UNIT 135,  
7538 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
FAX: (604) 597-2099  
EMAIL: mail@darkitex.com

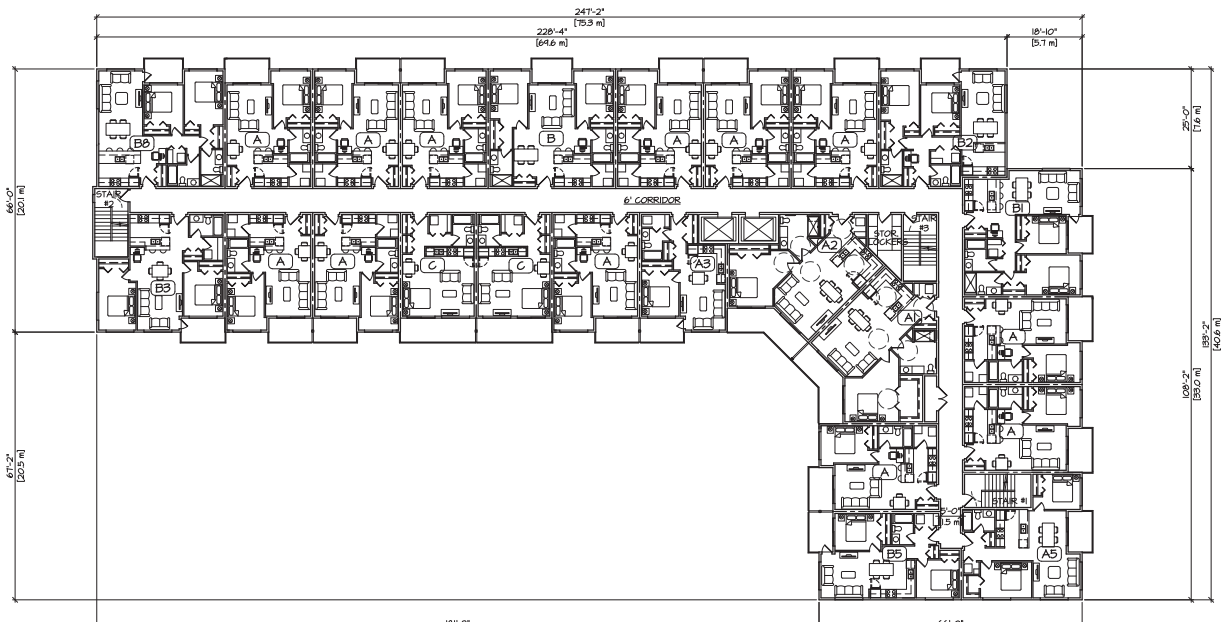
CLIENT NO.	SHEET NO.
PROJECT NO.	AG-3,03
16028	REV. NO.



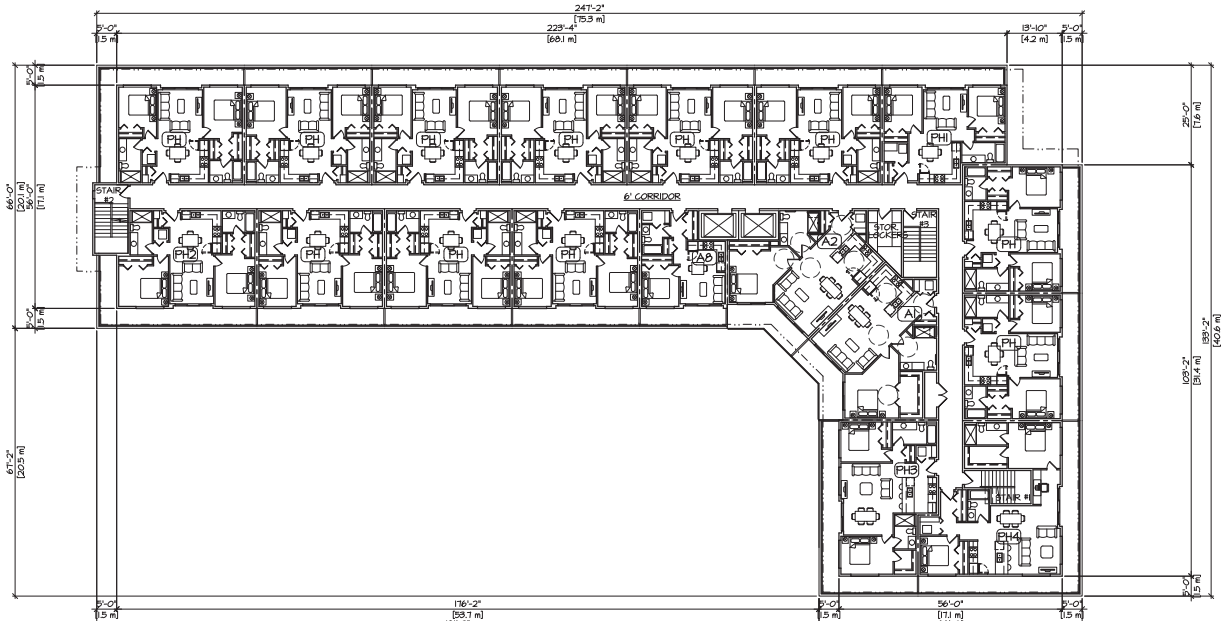
**MAIN FLOOR PLAN**  
SCALE: 1/8" = 1'-0"  
18 UNITS  
18,581 S.F. (1,726.27m<sup>2</sup>) (INCLUDING AMENITY)  
16,152 S.F. (1,500.57 m<sup>2</sup>) (EXCLUDING AMENITY)

**BUILDING #1**





**FOURTH FLOOR PLAN**  
24 UNITS  
19,254 S.F. (1,786.75 m<sup>2</sup>)



**FIFTH FLOOR PLAN**  
18 UNITS  
16,863 S.F. (1,566.62 m<sup>2</sup>)

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REV#	DATE	BY#	CHKD	ISSUE	DATE	BY	ISSUED FOR
				12	JULY 27/18	L.F.B.	PLANNING DEPARTMENT
				11	APR. 20/18	L.F.B.	PLANNING DEPARTMENT

DESIGN :	L.F.B.	DRAWN :		DATE :	JUL 27/18	SCALE :	1/8" = 1'-0"
CLIENT :	KELSON GROUP	PROJECT :	APARTMENT/TOWNHOUSE - RENTAL BUILDING6				
			1447T - 103A AVE., SURREY, B.C.				
			SHEET CONTENTS :				
			BUILDING #1 FLOOR PLANS				
			FOURTH & FIFTH FLOORS				

**barnett dembek**

UNIT 135,  
7536 130 STREET,  
SURREY, B.C.  
V3W 1H8

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FAX: (604) 597-2099  
EMAIL: mcd@barnett.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-3.05

BUILDING #1



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			PLANNING DEPARTMENT



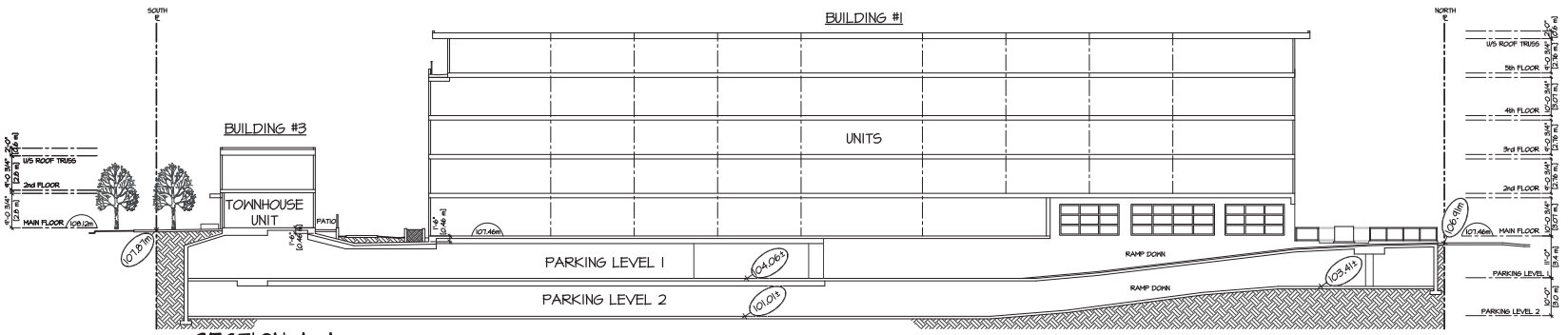
DESIGN :	CLIENT :
U.P.F.S.	KELSON GROUP
DRAWN :	PROJECT :
DATE :	APARTMENT/TOWNHOUSE - RENTAL BUILDINGS
SCALE :	14471 - 103A AVE., SURREY, B.C.
1/8" = 1'-0"	SHEET CONTENTS :
	SITE SECTIONS

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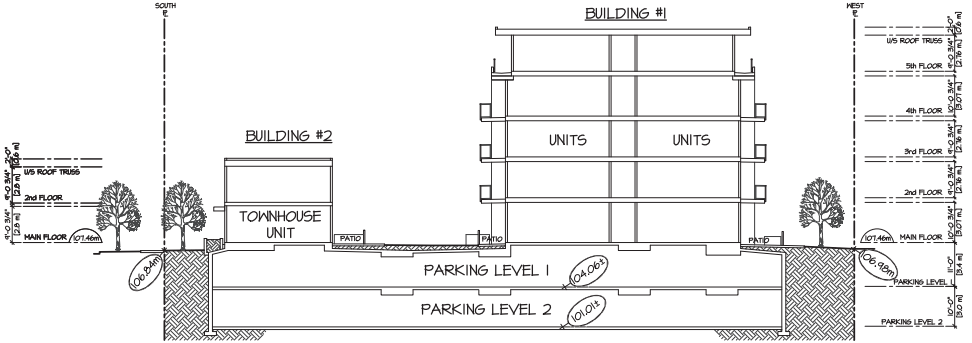
UNIT 135,  
7536 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
FAX: (604) 597-2099  
EMAIL: mail@darkitex.com

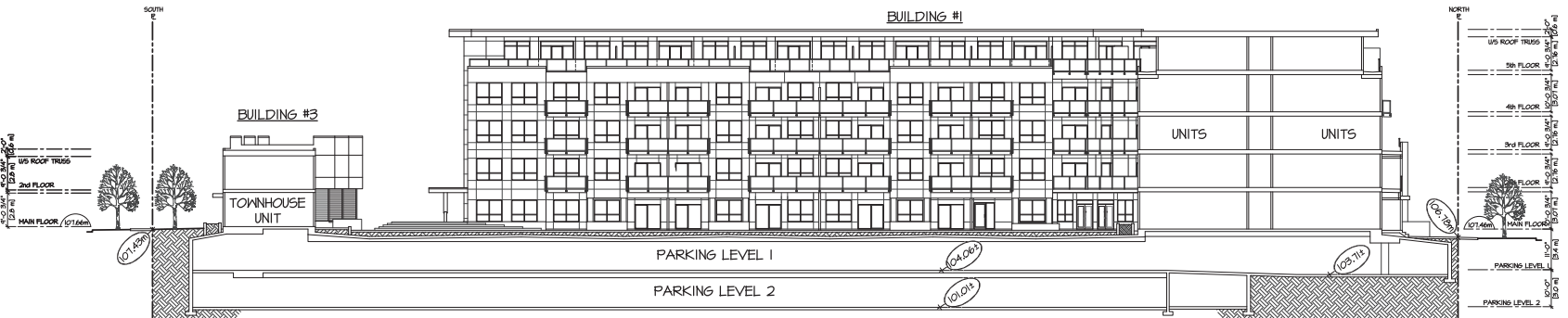
CLIENT NO.	SHEET NO.
	AC-6.01
PROJECT NO.	REV. NO.
16028	



**SECTION A-A**  
SCALE : 3/32" = 1'-0"



**SECTION B-B**  
SCALE : 3/32" = 1'-0"



**SECTION C-C**  
SCALE : 3/32" = 1'-0"



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**EAST ELEVATION - 145 STREET**









SCALE : 3/32" = 1'-0"



**SOUTH ELEVATION - 103 AVENUE**

SCALE : 3/32" = 1'-0"

**SCHEDULE OF FINISHES**

-  ① FIBER CEMENT - PLANK LAP SIDING  
C/M 3 1/2" CORNER TRIM
-  ② FIBRE-CEMENT PANEL SIDING C/M FRY REGLETS
-  2A ALTERNATE COLOUR  
FIBRE-CEMENT PANEL SIDING C/M FRY REGLETS
-  ③ MODULAR BRICK
-  ④ VINYL WINDOWS C/M TRIM AS SHOWN
-  ⑤ FIBER CEMENT CLAD CANOPY / FASCIA
-  ⑥ 5 1/2" FIBER CEMENT HORIZONTAL TRIM  
C/M THROUGH WALL FLASHING
-  ⑦ CAP FLASHING
-  ⑧ 42 1/8" HIGH POWDER COAT ALUMINUM RAILING  
C/M TEMPERED GLASS
-  ⑨ HEAVY TIMBER STRUCTURE ON CONCRETE BASE

DESIGN :	KELSON GROUP
L.F.S. :	
DRAWN :	
DATE :	APRIL 12 16
PROJECT :	APARTMENT/TOWNHOUSE - RENTAL BUILDINGS 14471 - 103A AVE., SURREY, B.C.
SHEET CONTENTS :	BUILDING #1
DRAWN :	BUILDING ELEVATIONS
SCALE :	1'-0"



UNIT 135,  
7538 130 STREET,  
SURREY, B.C.  
V3W 1H8  
PHONE: (604) 597-7100  
FAX: (604) 597-2099  
EMAIL: mail@darkitex.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-4.02

**BUILDING #1**





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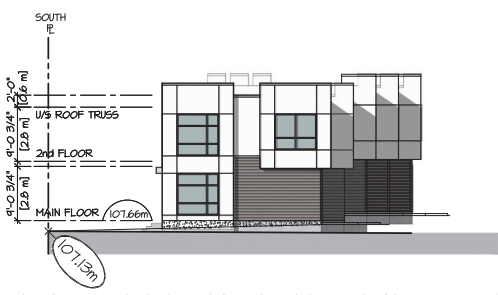
**SOUTH ELEVATION - 103 AVENUE**

SCALE : 3/32" = 1'-0"



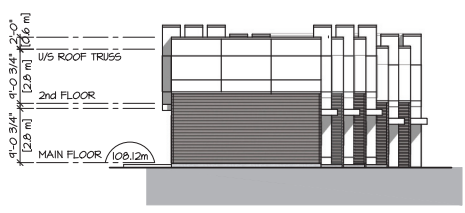
**NORTH ELEVATION**

SCALE : 3/32" = 1'-0"



**EAST ELEVATION - 145 STREET**

SCALE : 3/32" = 1'-0"



**WEST ELEVATION**

SCALE : 3/32" = 1'-0"

**SCHEDULE OF FINISHES**

- ① FIBER CEMENT - FLANK LAP SIDING  
C/W 3 1/2" CORNER TRIM
- ② FIBRE-CEMENT PANEL SIDING C/W FRY REGLETS
- ③ FIBRE-CEMENT VERTICAL SIDING
- ④ VINYL WINDOWS C/W TRIM AS SHOWN
- ⑤ FIBER CEMENT CLAD CANOPY / FASCIA
- ⑥ 3 1/2" FIBER CEMENT HORIZONTAL TRIM  
C/W THROUGH WALL FLASHING
- ⑦ GAP FLASHING
- ⑧ RAIN WATER LEADER

ISSUE	DATE	BY	ISSUED FOR
1	APR. 2008	L.F.S.	PLANNING DEPARTMENT
2	JULY 2008	L.F.S.	PLANNING DEPARTMENT
3	SEPT. 2008	L.F.S.	PLANNING DEPARTMENT

DESIGN :	KELSON GROUP
DRAWN :	PROJECT ARCHITECT/TOWNHOUSE - RENTAL BUILDINGS 14471 - 103A AVE. SURREY, B.C.
DATE :	APRIL 2008
SHEET NO. :	BUILDING #3
SCALE :	BUILDING ELEVATIONS



UNIT 135,  
7538 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
FAX: (604) 597-2099  
EMAIL: mail@darkitex.com

CLIENT NO.	SHEET NO.
PROJECT NO.	AC-4.04
16028	REV. NO.

**BUILDING #3**

### SCHEDULE OF FINISHES

- ① FIBER CEMENT - PLANK LAP SIDING C/M 3 1/2" CORNER TRIM
- ② FIBRE-CEMENT PANEL SIDING C/M FRY REGLETS
- ②A ALTERNATE COLOUR FIBRE-CEMENT PANEL SIDING C/M FRY REGLETS
- ③ MODULAR BRICK
- ④ VINYL WINDOWS C/M TRIM AS SHOWN
- ⑤ FIBER CEMENT CLAD CANOPY / FASCIA
- ⑥ 5 1/2" FIBER CEMENT HORIZONTAL TRIM C/M THROUGH WALL FLASHING
- ⑦ CAP FLASHING
- ⑧ 42 1/8" HIGH POWDER COAT ALUMINUM RAILING C/M TEMPERED GLASS



① BUILDING #1 - FINISH DETAILS

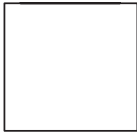
### SCHEDULE OF FINISHES

- ① FIBER CEMENT - PLANK LAP SIDING C/M 3 1/2" CORNER TRIM
- ② FIBRE-CEMENT PANEL SIDING C/M FRY REGLETS
- ③ FIBRE-CEMENT VERTICAL SIDING
- ④ VINYL WINDOWS C/M TRIM AS SHOWN
- ⑤ FIBER CEMENT CLAD CANOPY / FASCIA
- ⑥ 3 1/2" FIBER CEMENT HORIZONTAL TRIM C/M THROUGH WALL FLASHING
- ⑦ CAP FLASHING
- ⑧ RAIN WATER LEADER



② BUILDING #2 & #3 - FINISH DETAILS

ISSUED FOR	PLANNING DEPARTMENT	
	DATE	BY
DATE	DATE	DATE
ISSUE NO.	ISSUE NO.	ISSUE NO.
REV. NO.	REV. NO.	REV. NO.
DATE	DATE	DATE
DATE	DATE	DATE



DESIGN: [ ]	DATE: [ ]
DRAWN: [ ]	SCALE: [ ]
PROJECT: APARTMENT/TOWNHOUSE - RENTAL BUILDINGS	
CLIENT: KEELSON GROUP	
SHEET: 1447T - 103A AVE., SURREY, B.C.	
SHEET 1: FINISH DETAILS	



UNIT 135,  
7536 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
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CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16Q28	AC-4.05



AERIAL VIEW

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ISSUE NO.	DATE	BY	ISSUED FOR
1	APR. 2018	L.P.B.	PLANNING DEPARTMENT
2	JULY 21/18	L.P.B.	PLANNING DEPARTMENT

REV.	DATE	BY	DESCRIPTION

DESIGN :	L.P.B.
DRAWN :	L.P.B.
DATE :	JUN 21/18
SCALE :	1/8" = 1'-0"

CLIENT :	KELSON GROUP
PROJECT :	MARKET APARTMENT/TOWNHOUSE - RENTAL BUILDINGS
ADDRESS :	14471 - 133A AVE., SURREY, B.C.
SHEET CONTENTS :	AERIAL VIEW

**barnett dembek**  
ARCHITECTS INC.

UNIT 135,  
7536 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
FAX: (604) 597-2099  
EMAIL: mcl@barnett-dembek.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-5,01



VIEW FROM NORTH / EAST

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ISSUE	DATE	BY	ISSUED FOR
1	APR. 2018	L.P.B.	PLANNING DEPARTMENT
2	JULY 2018	L.P.B.	PLANNING DEPARTMENT

REV#	DATE	BY	CD

DESIGN :	L.P.B.	DRAWN :	
DATE :	JUN 21 18	SCALE :	1/8" = 1'-0"
CLIENT :	KELSON GROUP		
PROJECT :	MARKET APARTMENT/TOWNHOUSE - RENTAL BUILDINGS		
SHEET CONTENTS :	14411 - 153A AVE., SURREY, B.C.		
VIEW :	VIEW FROM NORTH / EAST		

**barnett demberk**  
ARCHITECTS INC.

UNIT 135,  
7536 130 STREET,  
SURREY, B.C.  
V3W 1H8

PHONE: (604) 597-7100  
FAX: (604) 597-2099  
EMAIL: mcl@barnett.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-5,02



VIEW FROM SOUTH / EAST

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1	APR. 2018	L.P.B.	PLANNING DEPARTMENT
2	JULY 21/18	L.P.B.	PLANNING DEPARTMENT

REV#	DATE	BY	OXD

DESIGN : L.P.B.	DRAWN :	DATE : JUN 21/18	SCALE : 1/8" = 1'-0"
CLIENT : KELSON GROUP	PROJECT : APARTMENT/TOWNHOUSE - RENTAL BUILDINGS 14411 - 153A AVE., SURREY, B.C.		
SHEET CONTENTS :		VIEW FROM SOUTH / EAST	

**barnett dembek**  
ARCHITECTS INC.

UNIT 135,  
7536 130 STREET,  
SURREY, B.C.  
V3W 1H8

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CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16028	AC-5,03

# 103A AVE APARTMENT COMPLEX

Issued for Development Permit

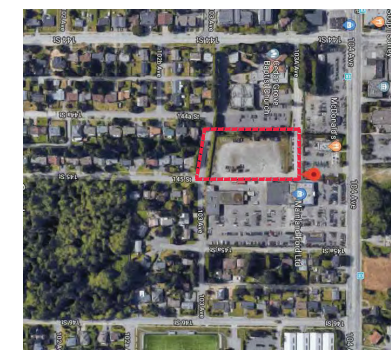
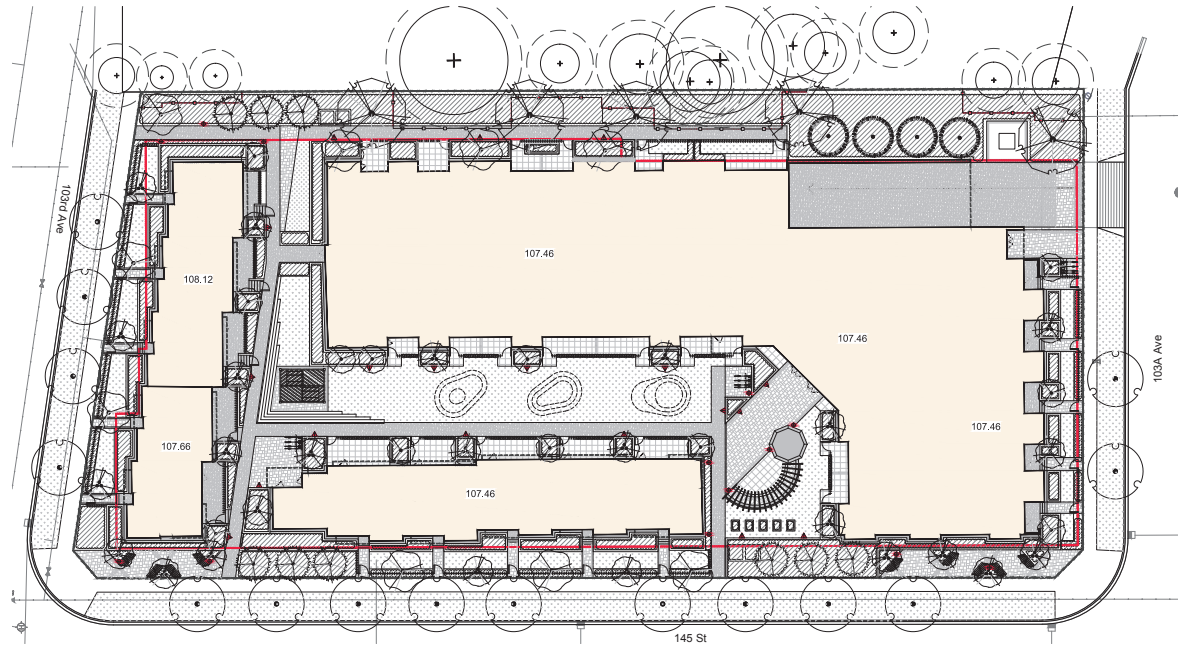
van der Zalm + associates inc.  
 Landscape Architecture  
 Suite 1, 20177 97th Avenue  
 Langley, British Columbia  
 V1M 4B9  
 P 604 882 0042  
 F 604 882 0042  
 info@vdtz.ca



## Sheet List Table

Sheet Number	Sheet Title
L-01	COVER SHEET
L-02	SITE AND TREE PLAN
L-03	FENCE PLAN
L-04	LIGHTING PLAN
L-05	SOUTH GRADING PLAN
L-06	NORTH GRADING PLAN
L-07	SOUTH PLANTING PLAN
L-08	NORTH PLANTING PLAN
LD-01	LANDSCAPE DETAILS
LD-02	LANDSCAPE DETAILS
LD-03	PLANTING DETAILS
LD-04	FENCE AND TRELLIS DETAILS
LS-01	LANDSCAPE SECTIONS

Contact Information	Other Key Contacts:	
van der Zalm + associates Inc. Project Landscape Architecture Suite 1 - 20177 97th Avenue Langley, British Columbia, V1M 4B9 1. 604 882 0024 1. 604 882 0042 Primary project contact: Milana Matejevich milana@vdtz.ca 604 546 0933 Alternate contacts (in case away): Stephen Heiler stephen@vdtz.ca 604 546 0925	Kelson Group Project Owner 208-220 4th Ave Kamloops, BC V2C 3N5	barnett dembek Project Building Architecture 135 - 7536 - 130 St Surrey, BC V3W 1H8
<b>Legal Address and Description:</b> Insert legal address and description here.		



2 LOCATION MAP  
WTS

1 SITE PLAN OVERVIEW  
Scale 1:250

No.	By	Description	Date
4	MM	ISSUED FOR DP	July 27, 2018
3	MM	ISSUED FOR DP	May 31, 2018
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1	MM	ISSUED FOR DP	April 25, 2018

REVISIONS TABLE FOR DRAWINGS

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No.	By	Description	Date

Project:  
103A Ave Apartment Complex

Location:  
14477 - 103A Ave  
Surrey, BC

Drawn: MM  
Checked: SH  
Approved: MVDZ

Original Sheet Size: 24"x36"

Scale:  
AS SHOWN

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Drawing Title:  
COVER SHEET



VDZ Project #:  
DP2016-62

Drawing #:  
L-01

LANDSCAPE MATERIALS

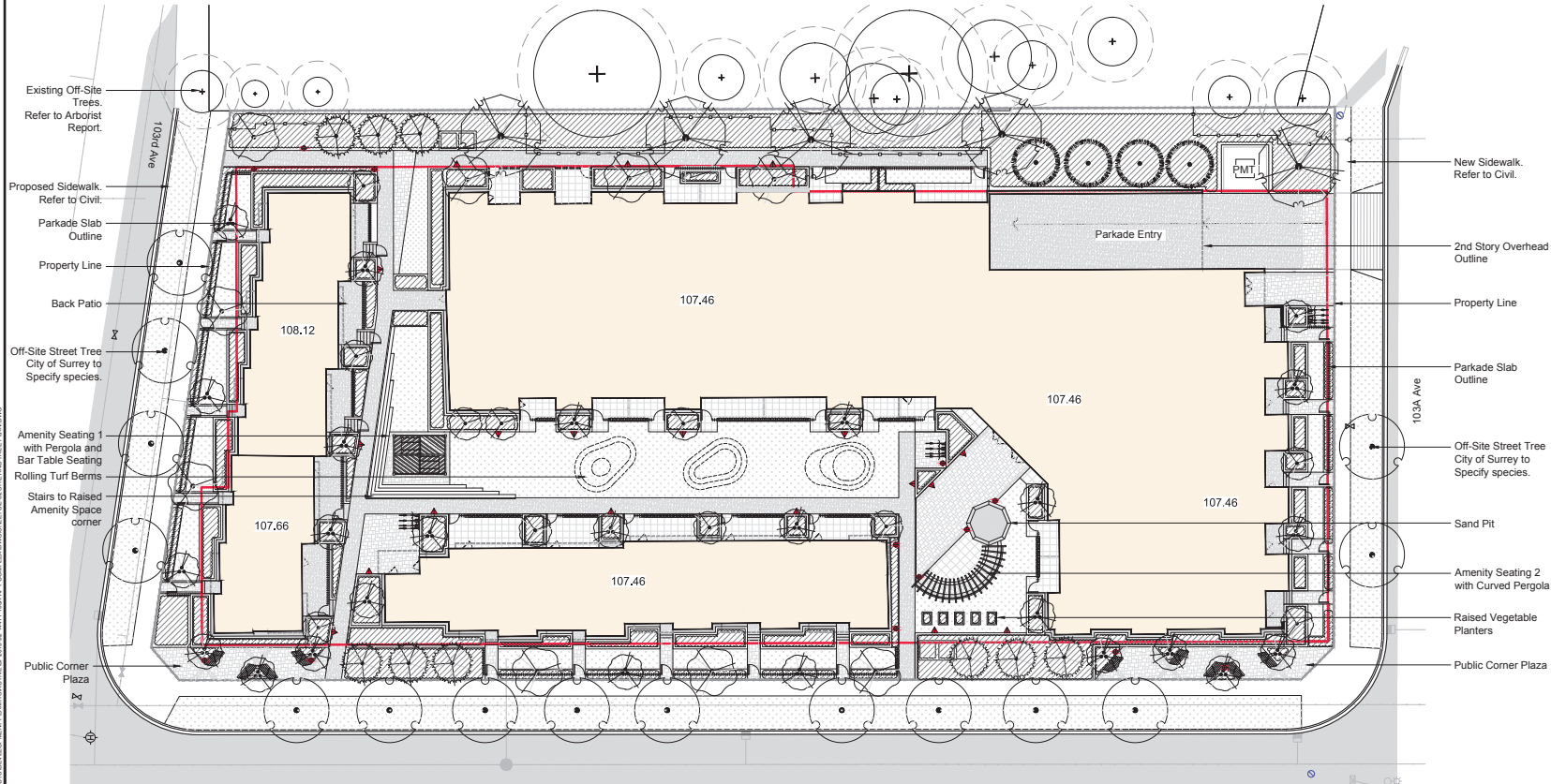
KEY	REF.	DESCRIPTION
	18.2 LD-01	CONCRETE PATHWAY & BANDING
	38.4 LD-01	CONCRETE PAVERS Colour: Granite Size: Pacific Stone Standard & Double Standard Pattern: Phoenix Manufacturer: Absolute Concrete
	5 LD-01	HYDRAPRESSED SLAB Colour: Natural Size: 610mm x 610mm x 50mm Pattern: Rolling Stone Manufacturer: Absolute Concrete
	8 LD-02	CORNER PLAZA SEATING Mount: Surface Material & Finish: IPE, Silver Manufacturer: Equinox Model: EP051
	7 LD-01	TURF Refer to Landscape Notes
	7 LD-01	AMENITY AREA SAND PIT
	6 LD-01	DRIP STRIP

	18.2 LD-02	CIP PLANTER WALL Colour: Natural Finish: Light Sand Blast
	3 LD-02	BIKE RACK Mount: Surface Finish: Fine Texture Matte Silver 14 Manufacturer: Magin Site Furnishing Model: MR070
	4 LD-02	AMENITY SPACE 1 TABLE Mount: Surface Material & Finish: IPE, Fine Texture Matte Silver 14 Manufacturer: Magin Site Furnishing Model: MTS100-B-W
	5 LD-02	AMENITY SPACE 1 BENCH SEATING Mount: Surface Material & Finish: IPE, Fine Texture Matte Silver 14 Manufacturer: Magin Site Furnishing Model: MBS100-B-W
	6 LD-02	AMENITY SPACE 2 BENCH SEATING Mount: Surface Material & Finish: IPE, Fine Texture Matte Silver 14 Manufacturer: Magin Site Furnishing Model: MBS100-B-W
	7 LD-02	RAISED VEGETABLE PLANTER Material & Finish: Recycled Lumber - Walnut Aluminum Finish: Bronze Texture Silver Manufacturer: Whitestone Site Furnishing Model: VFDW-6R
	2 LD-04	ALUMINUM PICKET FENCE Colour: Black

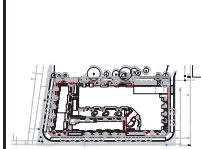
	1 LD-04	STEP DOWN PRIVACY FENCE Bolt: Clear Material:
		SHRUB CLOUD
		TREE PROTECTION FENCE Refer to Arborist Report
	9 LD-02	WALL LIGHT Model: 32723 Auro Walk Light Manufacturer: Eroc Lighting Lumens: 54
	10 LD-02	BOLLARD LIGHT Model: 32067 Kubus Bollard Light Manufacturer: Eroc Lighting Lumens: 345

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT.	CAL.	QTY.
	Abies balsamea / Balsam Fir	1.0m container grown, densely branched, well established		4
	Acer palmatum 'Sango Kaku' / Coral Bark Maple	B&B	6cm	12
	Acer x freemanii 'Jaffard' / Autumn Blaze Maple	B&B; 6cm cal. 1.8m std		5
	Amelanchier canadensis / Canadian Serviceberry	B&B	5cm	9
	Cornus florida 'Cherokee Chief' / Cherokee Chief Dogwood	1.0m container grown, densely branched, well established		18
	Pinus taeda 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	3.0m fit.		9



Key Map (NTS)



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No.	By:	Description	Date

REVISIONS TABLE FOR SHEET

Project: 103A Ave Apartment Complex

Location: 14477 - 103A Ave Surrey, BC

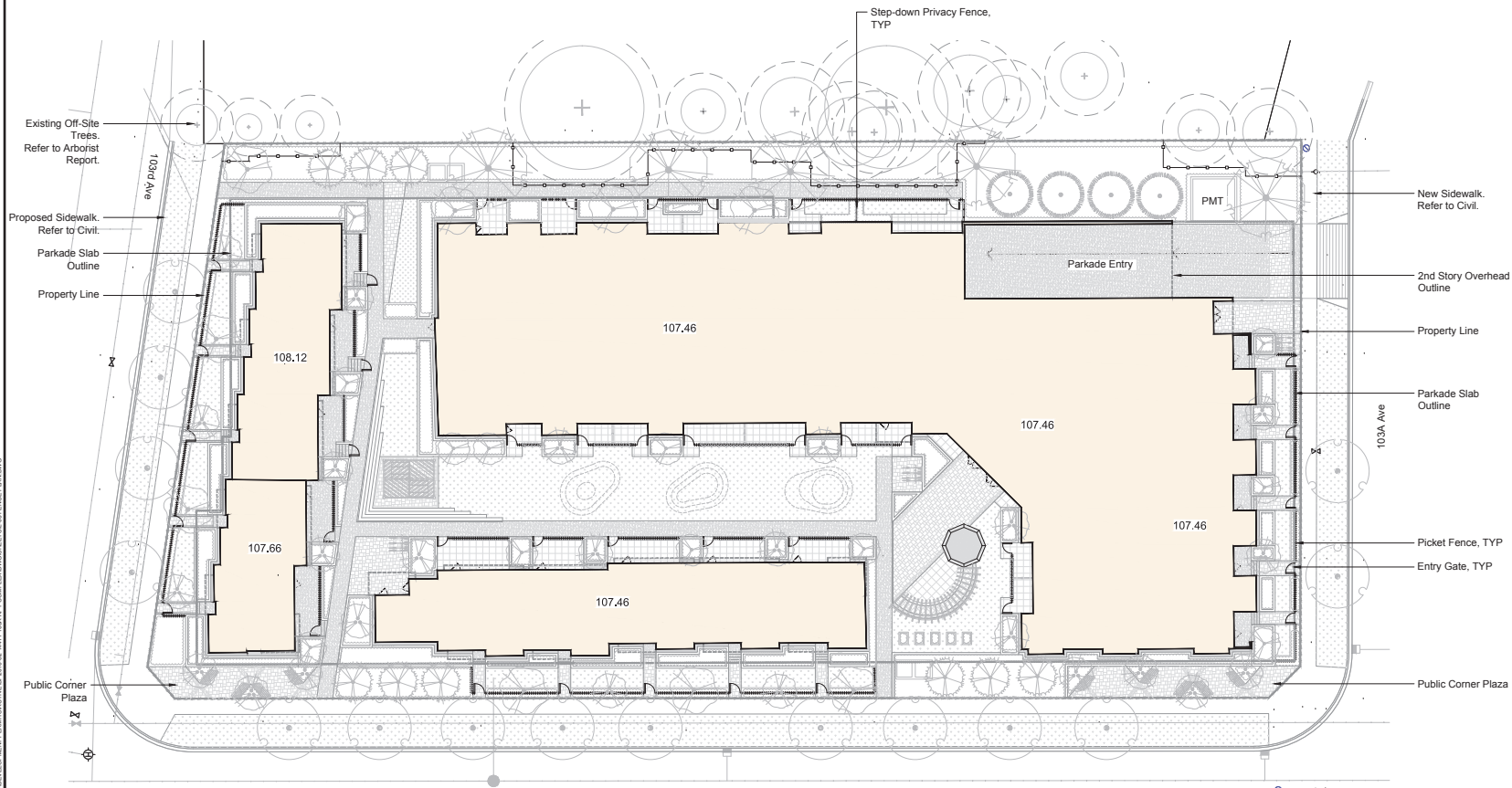
Drawn: MM	Stamp:
Checked: SH	
Approved: MVDZ	Original Sheet Size: 24"x36"
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1 SITE AND TREE PLAN  
Scale: 1:200



FENCING

KEY	REF.	DESCRIPTION
	2 LD-04	ALUMINUM PICKET FENCE Colour: Black
	1 LD-04	STEP-DOWN PRIVACY FENCE Stain: Clear Material:
		TREE PROTECTION FENCE Refer to Arborist Report
	2 LD-04	PICKET FENCE GATE Colour: Black



Key Map (NTS)



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Location:  
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Surrey, BC

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Checked: SH

Approved: MVDZ  
Original Sheet Size: 24"x36"

Scale: 1:200  
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1 FENCE PLAN  
Scale: 1:200

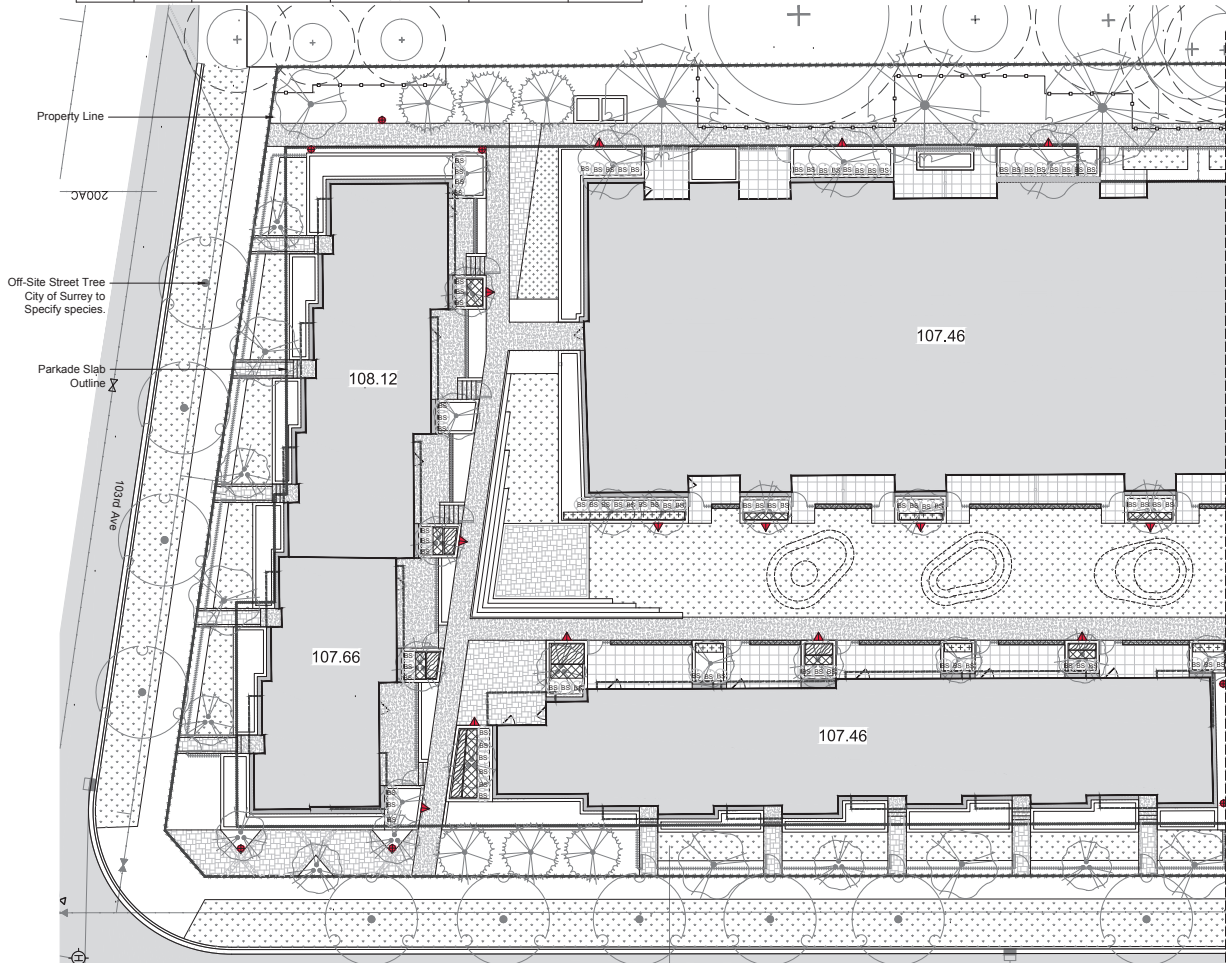






**PLANT SCHEDULE**

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	SPACING
<b>SHRUBS</b>					
Bs	134	Buxus sempervirens 'Mont Bruno'	Mont Bruno English Boxwood	#2 Pot	600mm O.C.
Po	25	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	#2 Pot	900mm O.C.
Vd	58	Viburnum davidii	David Viburnum	#2 Pot	800mm O.C.
Tm	158	Taxus x media 'Hilli'	Hilli's Yew	1.5m Ht	750mm O.C.
<b>PERENNIALS/VINES</b>					
213		Brunera macrophylla 'Looking Glass'	Looking Glass Brunnera	#1 Pot	300mm O.C.
379		Heuchera 'Melting Fire'	Melting Fire Coralbell	#1 Pot	450mm O.C.
9		Iris lenax	Oregon Iris	#1 Pot	600mm O.C.
802		Sedum spurium 'Dragon's Blood'	Dragon's Blood Stonecrop	10cm Pot	150mm O.C.
B	33	Blechnum spicant	Deer Fern	#2 Pot	450mm O.C.
H	227	Hemerocallis 'Phenome'	Phenome Daylily	#1 Pot	600mm O.C.



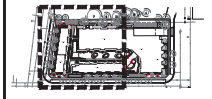
1 SOUTH PLANTING PLAN  
Scale: 1:150



van der Zalm + associates inc.  
Landscape Architecture + Civil Engineering  
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Suite 1, 2017 87th Avenue  
Delta, British Columbia  
V1M 4B9  
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info@www.vdz.ca



Key Map (N.T.S.)



No.	By	Description	Date
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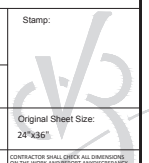
No.	By	Description	Date

Project:  
103A Ave Apartment Complex

Location:  
14477 - 103A Ave  
Surrey, BC

Drawn: MM  
Checked: SH  
Approved: MVDZ  
Scale: 1:150

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Original Sheet Size: 24"x36"



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Drawing Title: SOUTH PLANTING PLAN



VDZ Project #: DP2016-62

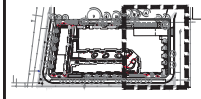
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**PLANT SCHEDULE**

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	SPACING
<b>SHRUBS</b>					
Bs	134	Buxus sempervirens 'Mont Bruno'	Mont Bruno English Boxwood	#2 Pot	800mm O.C.
Po	25	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	#2 Pot	900mm O.C.
Vd	58	Viburnum davidii	David Viburnum	#2 Pot	800mm O.C.
Tm	168	Taxus x media 'Hillii'	Hill's Yew	1.5m HT	750mm O.C.
<b>PERENNIALS/VINES</b>					
○ ○ ○ ○ ○	213	Brunnera macrophylla 'Looking Glass'	Looking Glass Brunnera	#1 Pot	300mm O.C.
■ ■ ■ ■ ■	379	Heuchera 'Melting Fire'	Melting Fire Coralbell	#1 Pot	450mm O.C.
● ● ● ● ●	9	Iris tenax	Oregon Iris	#1 Pot	600mm O.C.
■ ■ ■ ■ ■	802	Sedum spurium 'Dragon's Blood'	Dragon's Blood Stonecrop	10cm Pot	150mm O.C.
B	33	Blechnum spicant	Deer Fern	#2 Pot	450mm O.C.
H	227	Heemerallis 'Phenome'	Phenome Daylily	#1 Pot	600mm O.C.

**Key Map (NTS)**



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No.	By:	Description	Date

**Project:**  
103A Ave Apartment Complex

**Location:**  
14477 - 103A Ave  
Surrey, BC

**Drawn:** MM  
**Checked:** SH  
**Approved:** MVDZ

**Stamp:** [Stamp]  
**Original Sheet Size:** 24"x36"

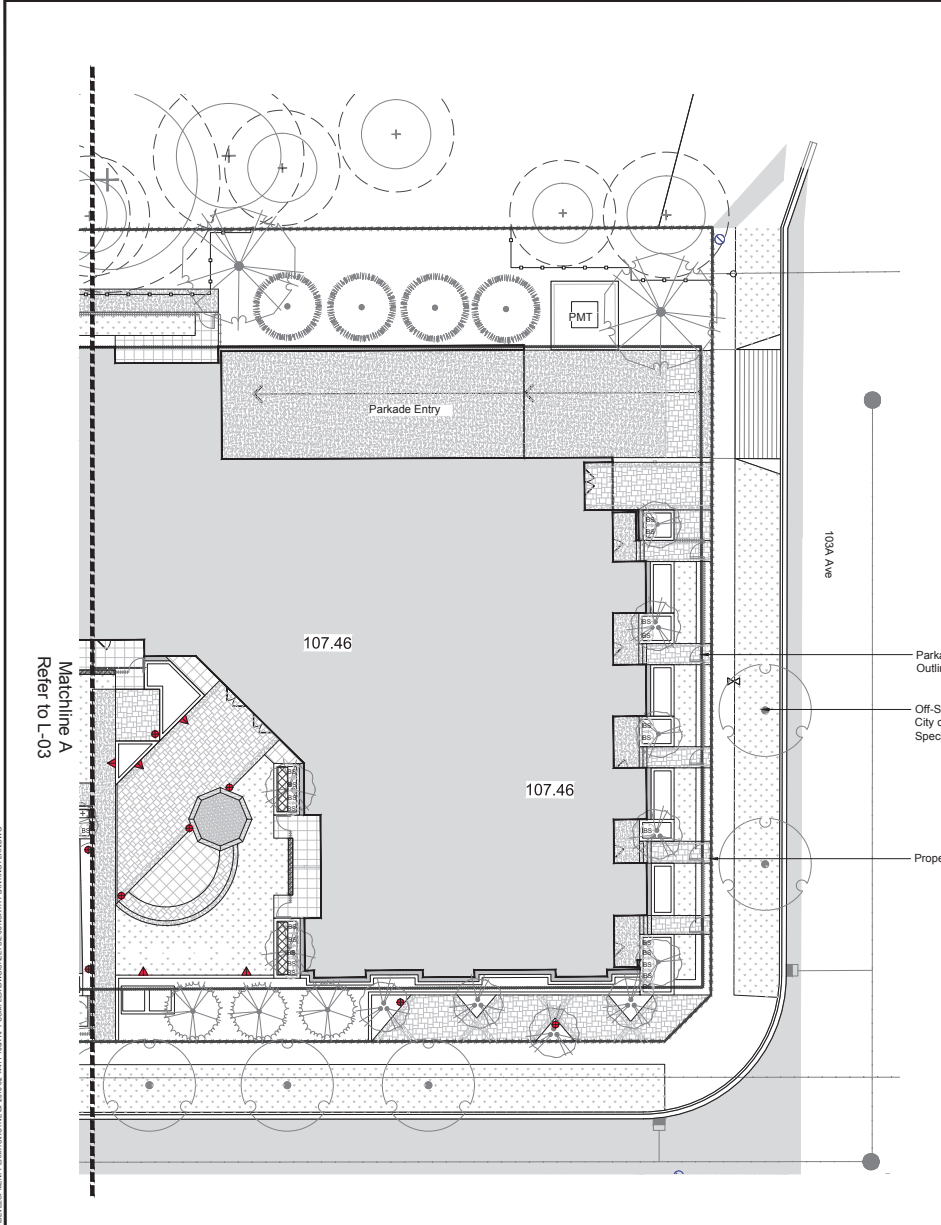
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Drawing Title: **NORTH PLANTING PLAN**

VDZ Project #: **DP2016-62**

Drawing #: **L-08**

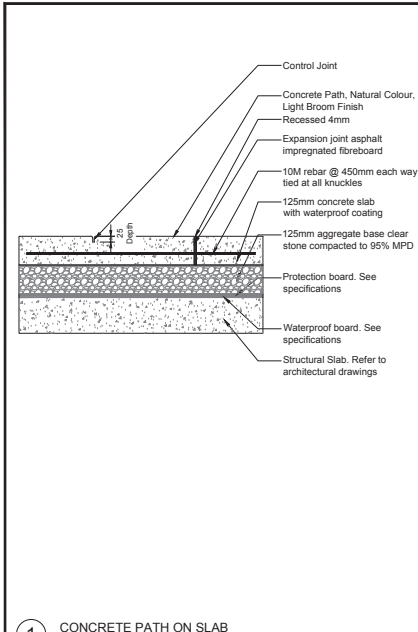


Matchline A Refer to L-03

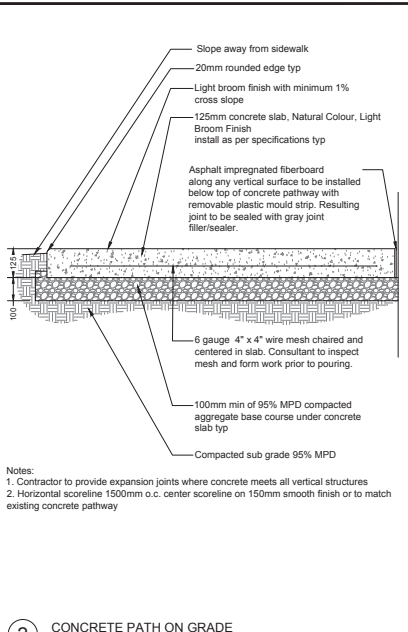
**1 NORTH PLANTING PLAN**  
Scale: 1:150



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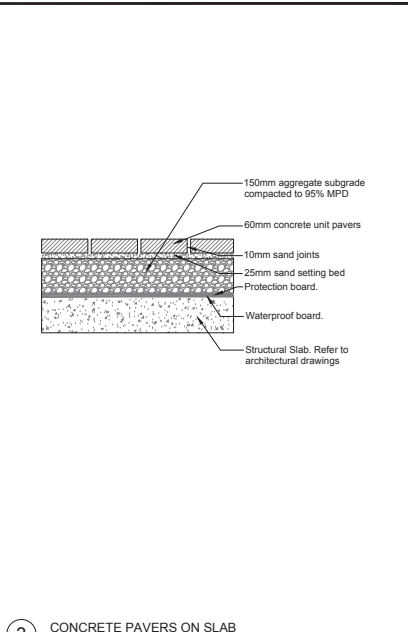


1 CONCRETE PATH ON SLAB  
Scale 1:10

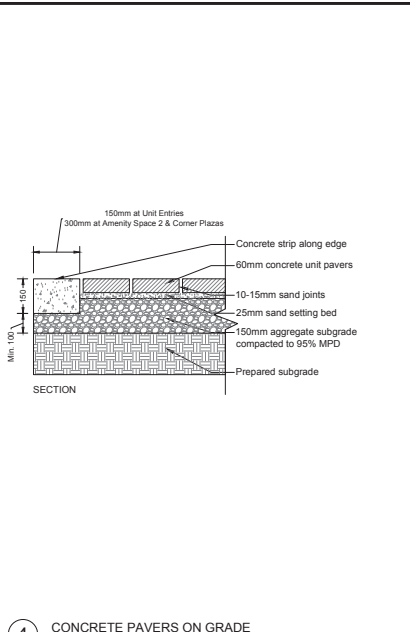


Notes:  
1. Contractor to provide expansion joints where concrete meets all vertical structures  
2. Horizontal scoreline 1500mm o.c. center scoreline on 150mm smooth finish or to match existing concrete pathway

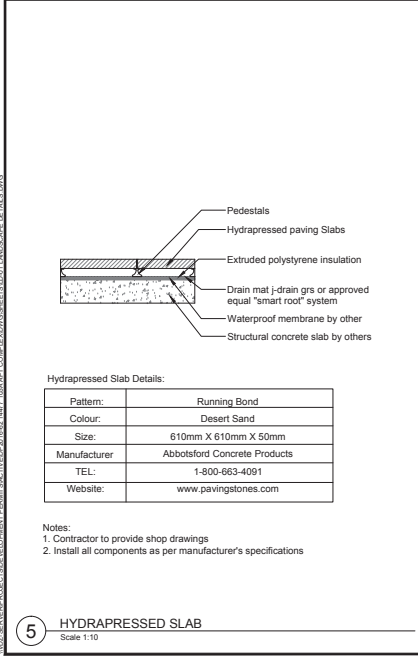
2 CONCRETE PATH ON GRADE  
Scale 1:10



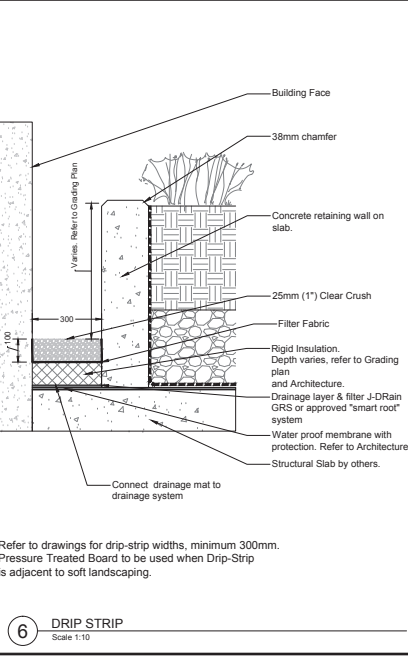
3 CONCRETE PAVERS ON SLAB  
Scale 1:10



4 CONCRETE PAVERS ON GRADE  
Scale 1:10

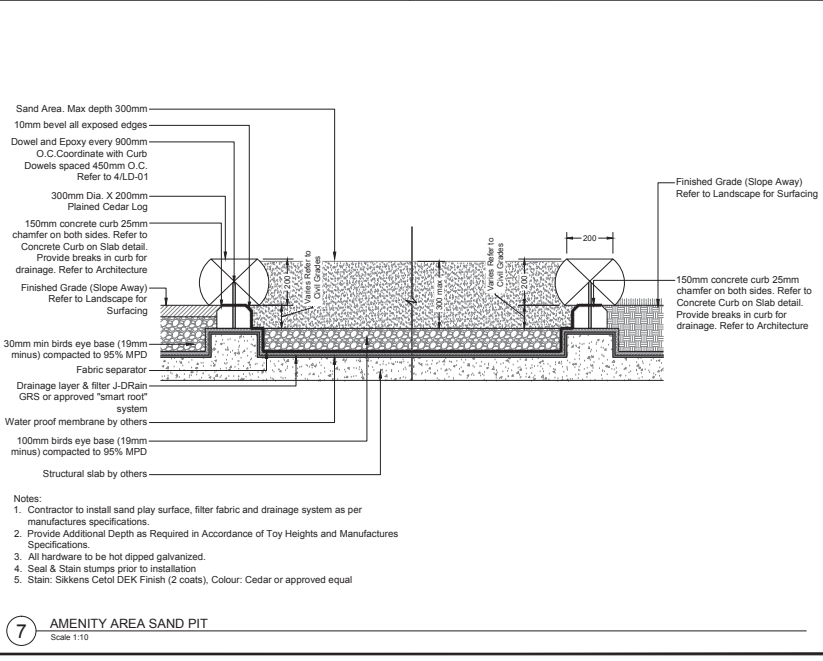


5 HYDRAPRESSED SLAB  
Scale 1:10



Refer to drawings for drip-strip widths, minimum 300mm. Pressure Treated Board to be used when Drip-Strip is adjacent to soft landscaping.

6 DRIP STRIP  
Scale 1:10



Notes:  
1. Contractor to install sand play surface, filter fabric and drainage system as per manufactures specifications.  
2. Provide Additional Depth as Required in Accordance of Toy Heights and Manufactures Specifications.  
3. All hardware to be hot dipped galvanized.  
4. Seal & Stain stumps prior to installation  
5. Stain: Sikkens Cetol DEK Finish (2 coats), Colour: Cedar or approved equal

7 AMENITY AREA SAND PIT  
Scale 1:10

van der Zalm + associates inc.  
Civil Engineering  
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Project:  
103A Ave Apartment Complex  
Location:  
14477 - 103A Ave  
Surrey, BC

Drawn: MM	Stamp:
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Checked: SH	
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Approved: MVDZ	Original Sheet Size: 24"x36"
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Scale:  
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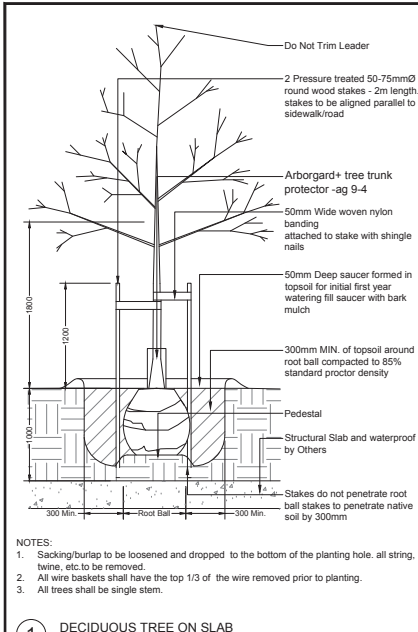
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VDZ Project #: DP2016-62

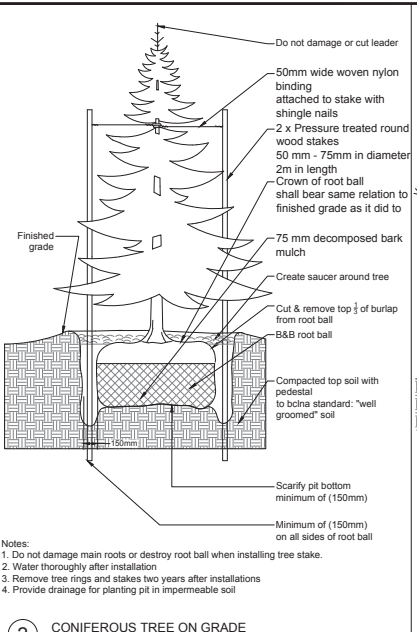
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VAN DER ZALM + ASSOCIATES INC. 2018-07-27 10:00 AM

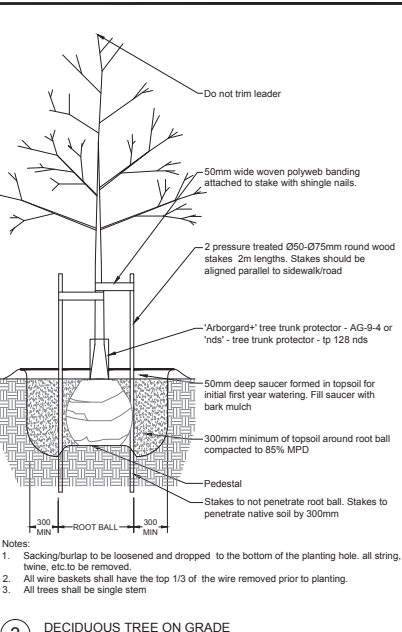




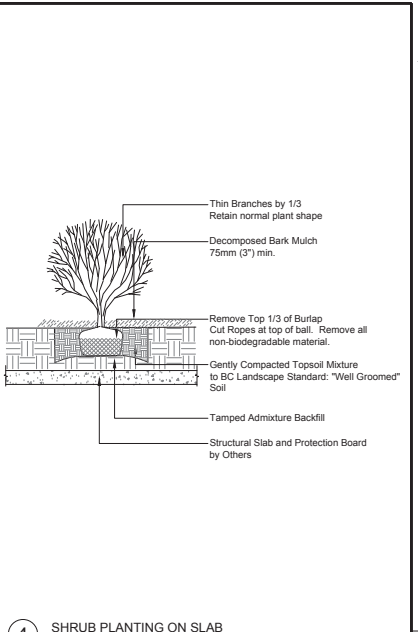
1 DECIDUOUS TREE ON SLAB  
Scale 1:25



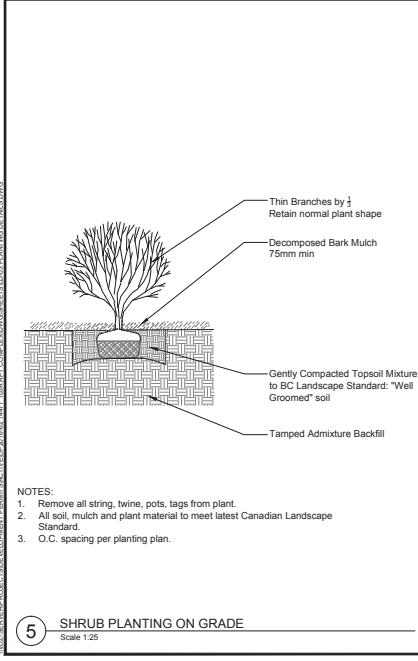
2 CONIFEROUS TREE ON GRADE  
Scale 1:25



3 DECIDUOUS TREE ON GRADE  
Scale 1:25



4 SHRUB PLANTING ON SLAB  
Scale 1:25



5 SHRUB PLANTING ON GRADE  
Scale 1:25

van der Zalm + associates inc.  
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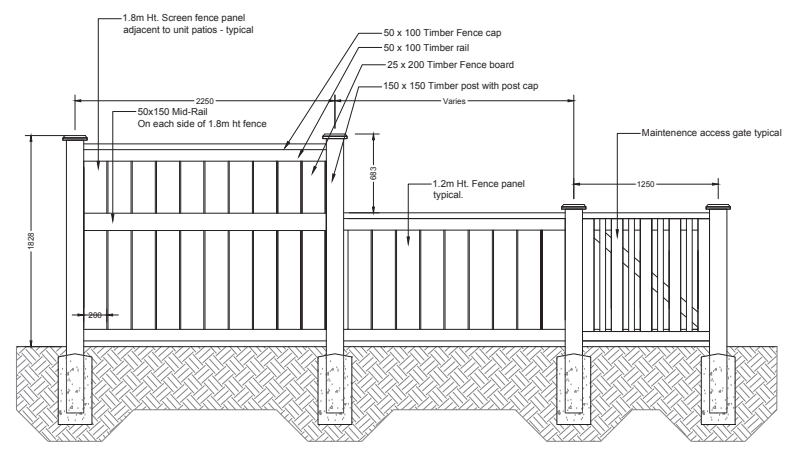
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Drawing #: DP2016-62

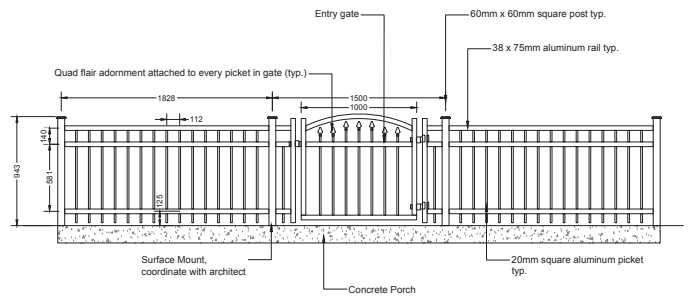
LD-03

VAN DER ZALM + ASSOCIATES INC. 103A AVE APARTMENT COMPLEX 103A AVE SURREY, BC V4A 1A1



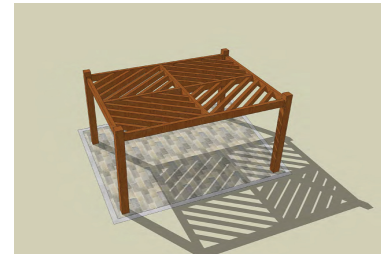
- Notes:**
1. All lumber to be Western Red Cedar - Standard and Better, S4S.
  2. Install all components as per manufacturer's specifications.
  3. All hardware and metal fixtures to be Hot Dipped Galvanized.
  4. Lumber to be treated with Insected oil or stain to be approved by client.
  5. Contractor to supply shop drawings for approval by the Landscape Architect and Structural Engineer.

**1** STEPDOWN PRIVACY FENCE  
 Scale 1:20



- NOTES:**
1. All hardware to be hot dip galvanized.
  2. Fence to receive a matt black rough finish.

**2** CUSTOM PICKET FENCE  
 Scale 1:20



**3** SQUARE WOOD TRELLIS  
 Scale 1:20

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**Location:**  
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 MM

**Checked:**  
 SH

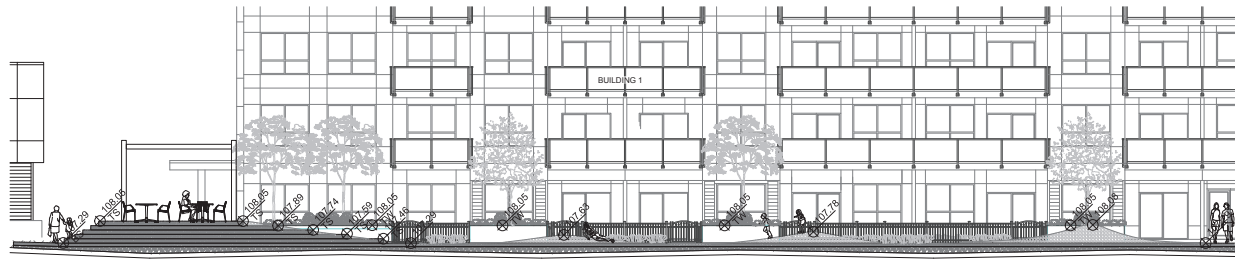
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 MVDZ

**Original Sheet Size:**  
 24" x 36"

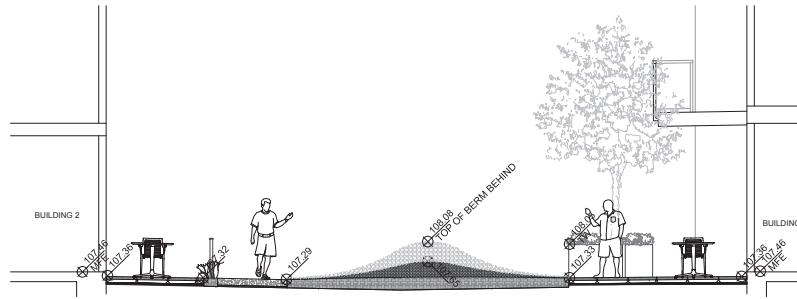
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VAN DER ZALM + ASSOCIATES INC. 103A AVE APARTMENT COMPLEX 103A AVE APARTMENT COMPLEX 103A AVE APARTMENT COMPLEX FENCE AND TRELLIS DETAILS 0000



1 SECTION 1 NORTH-SOUTH THROUGH AMENITY AREA  
Scale 1:100





---

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

FROM: **Development Engineer, Engineering Department**

DATE: **Nov 26, 2018** PROJECT FILE: **7817-0190-00**

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RE: **Engineering Requirements  
Location: 14477 - 103 Avenue**

### LUC AMENDMENT

There are no engineering requirements relative to the LUC Amendment.

### REZONE

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

- Dedicate area along 103A Avenue under SRW LMP32081 to secure 20.0 m road allowance.
- Dedicate 1.942 m along 103 Avenue toward Collector Road (ultimate 24.0 m) allowance.
- Dedicate 11.5 m along 145 Street toward Half Road (ultimate 20.0 m) allowance.
- Dedicate 3.0 m x 3.0 m corner cut at 103A Avenue and 145 Street.
- Dedicate 3.0 m x 3.0 m corner cut at 103 Avenue and 145 Street.
- Register 0.5 m statutory right-of-way along 103A Avenue, 103 Avenue, and 145 Street.

#### *Works and Services*

- Construct south side of 103A Avenue to Local Road standard.
- Construct north side of 103 Avenue to Collector Road standard.
- Construct 145 Street to Half Road standard.
- Construct 7.3m wide concrete letdown.
- Construct water, sanitary, and storm main to service the proposed development, confirm existing capacity and upgrade if required.
- Provide sustainable drainage in accordance to the Upper Serpentine Integrated Stormwater Management Plan.
- Provide water, storm, and sanitary service connection to lot. Abandon existing connection to City standards.

A Servicing Agreement is required prior to Rezone.

### DEVELOPMENT PERMIT

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



Tommy Buchmann, P.Eng.  
Acting Development Services Manager

MB

NOTE: Detailed Land Development Engineering Review available on file



May 29, 2018  
Planning

**School Enrolment Projections and Planning Update:**

Lena Shaw Elementary enrolment projections are trending upwards. Currently, this catchment has a high number of woman aged 25-34, a key indicator the District uses to look at projecting long term school growth. Moreover, there was a significant spike in births in the catchment in 2016. We continue to monitor this catchment to see if these indicators are anomalies or the beginning of a growth trend.

There is potential for significant redevelopment located along King George Boulevard, in particular, with the current building form potentially changing into high rise residential development and/or 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. Along with this development, is the densification of 104th Ave to meet LRT requirements.

As of September 2017, Lena Shaw was operating at 100% capacity and is projected to grow 124% in 2027. Because of the points made above, the growth projections quoted below are conservative. Timing of when this potential densification will impact the school is hard to determine at this time. Currently there are no plans to expand the school, however, this facility will be reviewed, over the next year, to be considered for a future capital plan project request to the Ministry of Education, for an addition.

Guildford Park Secondary is currently over capacity by 30%. With the continued development and densification of the City Center, enrollment for this school is projected to continue to grow, perhaps, quicker than what is shown below. The District may contemplate a boundary change in the 2018/19 school year to relieve the enrolment pressure, not only at Guildford Park, but also Kwantlen Park. Currently, there are no plans to expand the school.

**THE IMPACT ON SCHOOLS**

APPLICATION #: 17 0190 00

**SUMMARY**

The proposed 10 townhouse units and 108 lowrise units are estimated to have the following impact on the following schools:

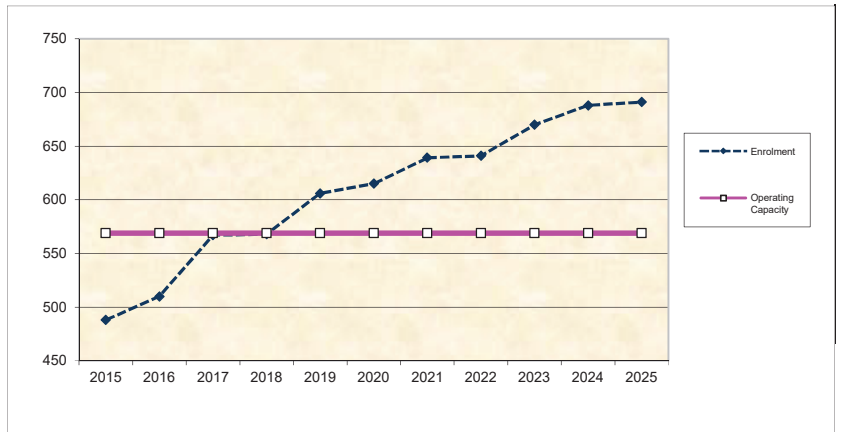
**Projected # of students for this development:**

Elementary Students:	8
Secondary Students:	7

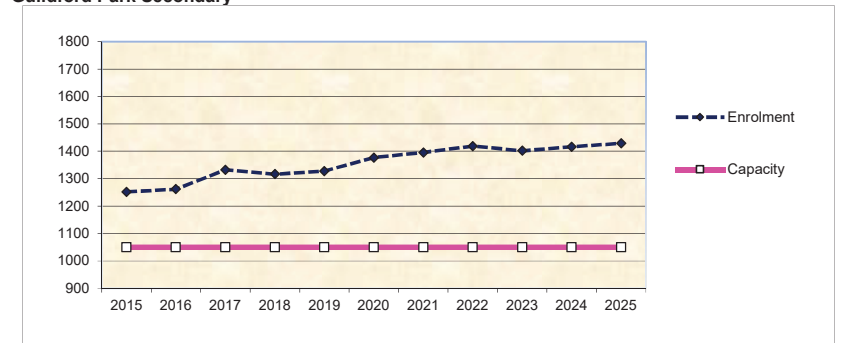
September 2017 Enrolment/School Capacity

<b>Lena Shaw Elementary</b>	
Enrolment (K/1-7):	86 K + 481
Operating Capacity (K/1-7)	57 K + 512
<b>Guildford Park Secondary</b>	
Enrolment (8-12):	1333
Capacity (8-12):	1050

**Lena Shaw Elementary**



**Guildford Park 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.

## Tree Preservation Summary

**Surrey Project No:** Surrey File No. 7917-0190-00  
**Address:** 14477 103A Ave, Surrey  
**Registered Arborist:** Thomas Walz, ISA # PN-5960BT - BC Plant Health Care Inc.

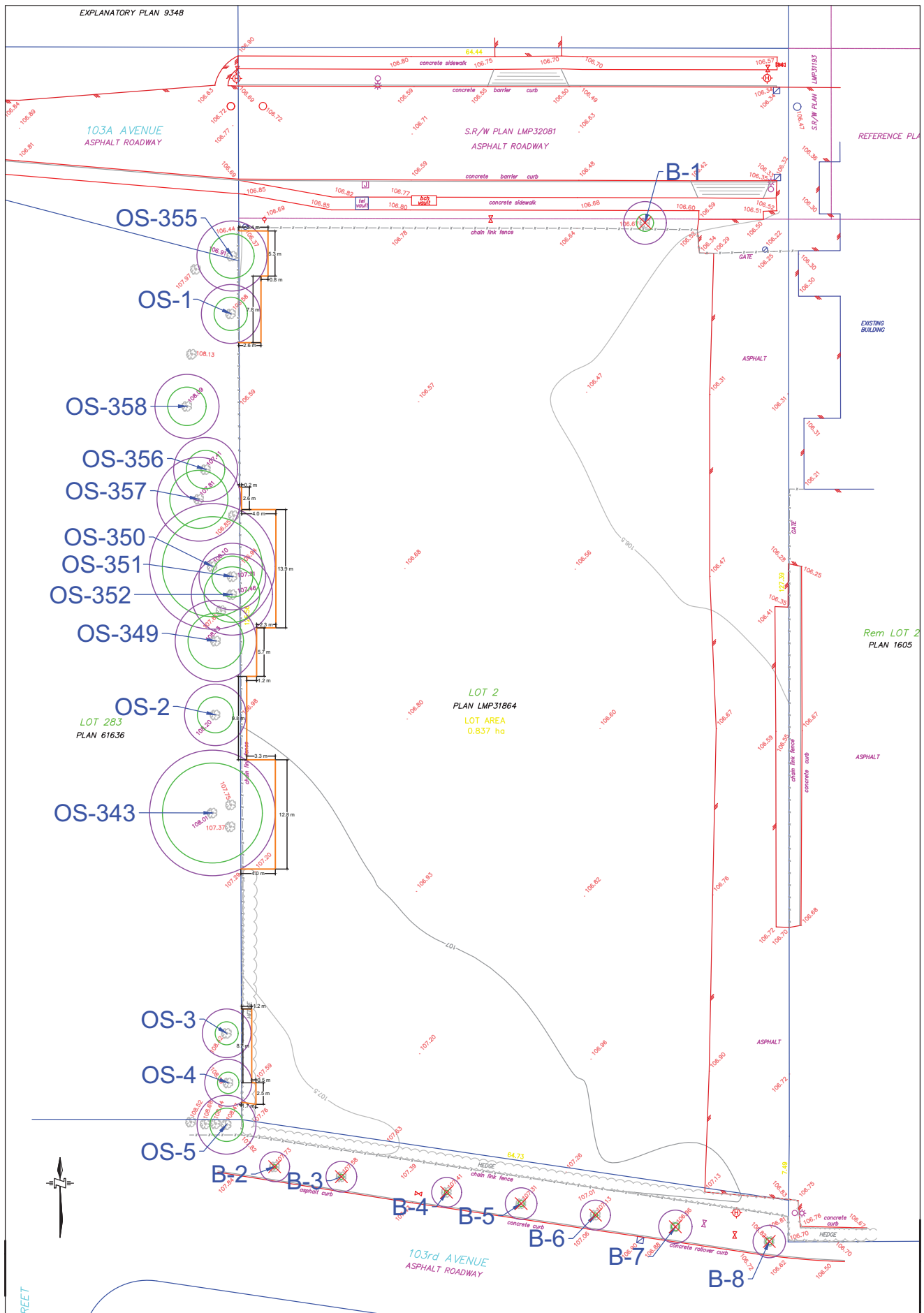
On-Site Trees	Number of Trees
<b>Protected Trees Identified</b> (on-site and shared trees, including trees within boulevards and proposed streets and lanes, but excluding trees in proposed open space or riparian areas)	0
<b>Protected Trees to be Removed</b>	0
<b>Protected Trees to be Retained</b> (excluding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

Off-Site Trees	Number of Trees
<b>Protected Off-Site Trees to be Removed</b>	0
<b>Total Replacement Trees Required:</b>	
- Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio _____ X one (1) = 0	0
- All other Trees Requiring 2 to 1 Replacement Ratio _____ X two (2) = 0	
<b>Replacement Trees Proposed</b>	56
<b>Replacement Trees in Deficit</b>	-56

Summary, report and plan prepared and submitted by:

  
 \_\_\_\_\_  
 (Signature of Arborist)

06-Jun-18  
 \_\_\_\_\_  
 Date



LEGEND	
	Proposed Tree Removal
	Tree Protection Barrier (TPB)
	Critical Root Zone (CRZ)
	Impact Zone (CRZ + 1.5m Buffer)

City Approval Stamp Philip Kin CHO ISA Certified Arborist®, HK-1086A ISA Tree Risk Assessment Qualified	BC Plant Health Care Inc. 18465 53rd Avenue, Surrey, BC. P: 604-575-8727 F: 604-575-2972 E: info@bcplanthealthcare.com 24 Hour Emergency Pager: 604-607-1616	<b>Client</b> Kelson Investments Ltd. Mr. Ron Fawcett	<b>Sheet Title</b> Tree Preservation & Protection Plan	<b>Drawing No.</b> 3/4	<b>SCALE</b> 1:383
		<b>Production Date:</b> June 5, 2018	<b>Revision Date</b>	<b>Drawing Type</b> Arborist	



# Advisory Design Panel Minutes

2E – Community Room B  
City Hall  
13450 - 104 Avenue  
Surrey, B.C.  
THURSDAY, NOVEMBER 8, 2018  
Time: 4:23 p.m.

## Present:

Chair – A. Politano  
Panel Members:  
D. Tyacke  
M. MacCaull  
M. Younger

## Guests:

Lance Barnett, Barnett Dembeck Architects Inc.  
Rosa Shih, Pacific Land Group  
Stephen Heller, van der Zalm + associates Inc.

## Staff Present:

A. McLean, City Architect  
N. Chow, Urban Design Planner  
S. Maleknia, Urban Design Planner  
C. Eagles, Administrative Assistant

## A. RECEIPT OF MINUTES

It was Moved by M. Younger  
Seconded by A. Politano  
That the minutes of the Advisory Design  
Panel meeting of October 18, 2018 be received.  
Carried

## B. NEW SUBMISSIONS

### 1. Time: 4:00 p.m.

File No.: 7917-0190-00  
New or Resubmit: New  
Description: Rezoning from underlying RMC-135 Zone to CD (based on RM-70) and Development Permit for a 5-storey, 108-unit apartment building and 10 townhouse units with two levels of underground parking.  
Address: 14477 – 103 Avenue  
Developer: Kelson Investments Ltd.  
Architect: Lance Barnett, Barnett Dembeck Architect Inc.  
Landscape Architect: Milana Malesevich, van der Zalm + associates Inc.  
Planner: Donald Nip  
Urban Design Planner: Sam Maleknia

The Urban Design Planner advised that staff have no specific issues; however, staff raised a concern about the 5th-floor patio depth particularly in front of the living areas.

The Project Architect presented an overview of the site and building plans, streetscapes and elevations.

The Landscape Architect presented an overview of the general concept for the Landscape plans. The courtyard level will remain open to maintain views.

## ADVISORY DESIGN PANEL STATEMENT OF REVIEW

It was Moved by A. Politano  
Seconded by M. MacCaull  
That the Advisory Design Panel (ADP):

1. Support the project and recommends that the applicant address the following issues to the satisfaction of the Planning & Development Department; and
2. Recommend that the landscaping submission return to staff for further development.

Carried

## Site

- Consider opportunities to shift the vehicle ramp west or the lobby east to allow for a landscape buffer between the two. A better interface between lobby and the parking ramp is required.

*(The vehicle access ramp cannot be relocated due to the tree protection requirements for those trees to be retained along the west property line.)*

- Consider having the active space (living area) in the units look towards the street.

*(The townhouse units have been revised as per the Panel's recommendations.)*

## Form and Character

- Consider using more of the vertical siding on the main building to add texture to the larger flat areas to better tie the three buildings together visually.

*(Vertical siding will be added to the principle building in selected locations as per the Panel's recommendation.)*

- Consider variation in the roof – line by breaking it to vary the long horizontal expression of the roof.

*(The roof line will be reviewed to see if there is an opportunity to vary it as suggested.)*

- Consider paying extra attention to “step-backs” balconies and other envelope articulations as the new BC Step Code requirements will limit thermal energy demand intensity.

*(Roof and wall insulation details, as well as potential thermal bridging areas will be reviewed and fully detailed during the Building Permit phase to ensure*

*that all code requirements are met.)*

- Consider further development and programming of outdoor amenity area.

*(The outdoor amenity area will be reviewed for additional program opportunities.)*

- Recommend a bolder corner plaza.

*(VDZ + A will consider materials for a bolder statement at the corner plaza.)*

- Consider screening to adjacent units on corner.

*(This will be reviewed further in order to provide additional screening.)*

#### Landscape

- Consider planting shrubs in order to keep maintenance down and for use as screening at the landscape buffer.

*(Low maintenance and shade tolerant plant material will be used along the N. landscape buffer beneath existing trees.)*

- Consider lawn basins for drainage.

*(Lawn basins will be added and coordinated with civil and mechanical.)*

- Plant counts seem low for this site.

*(An initial conceptual plant schedule was provided. Further planting development and increased quantities will be added.)*

- Proposed trees seem too small; consider larger trees for the courtyard.

*(Tree sizes will be increased where adequate soil is available.)*

#### CPTED

- Consider further use of light especially at the west walkway as the site seems under-lit.

*(Increased lighting will be provided in this area as per the Panel's request.)*

Sustainability

- Consider steps for the BC Energy Step Code.
- Consider centralized heat recovery ventilation for all units.

*(Mechanical, electrical and energy consultants will be engaged as the project proceeds through the Energy strategies, and requirements will be implemented into the project during this stage.)*

Accessibility

- No specific issues were identified.

**D. NEXT MEETING**

The next Advisory Design Panel is scheduled for Thursday, November 22, 2018 at Surrey City Hall in 2E Community Room B.

**E. ADJOURNMENT**

The Advisory Design Panel meeting adjourned at 5:00 p.m.

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Jane Sullivan, City Clerk

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A. Politano, Chair



CITY OF SURREY

BYLAW NO. \_\_\_\_\_

A by-law to amend Surrey Zoning By-law, 1993, No. 12000, as amended  
.....

THE CITY COUNCIL of the City of Surrey ENACTS AS FOLLOWS:

- 1. Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby further amended, pursuant to the provisions of Section 479 of the Local Government Act, R.S.B.C. 2015 c. 1, as amended by changing the classification of the following parcels of land, presently shown upon the maps designated as the Zoning Maps and marked as Schedule "A" of Surrey Zoning By-law, 1993, No. 12000, as amended as follows:

FROM: MULTIPLE RESIDENTIAL COMMERCIAL 135 ZONE (RMC-135)

TO: COMPREHENSIVE DEVELOPMENT ZONE (CD)

Parcel Identifier: 023-684-976  
Lot 2 Section 30 Block 5 North Range 1 West New Westminster District Plan LMP31864

14477 – 103 Avenue

(hereinafter referred to as the "*Lands*")

- 2. The following regulations shall apply to the *Lands*:

**A. Intent**

This Comprehensive Development Zone is intended to accommodate and regulate the development of medium density, *multiple unit residential buildings* and *ground-oriented multiple unit residential buildings* and related *amenity space*, which are to be developed in accordance with a *comprehensive design*.

**B. Permitted Uses**

The *Lands* and structures shall be used for *multiple unit residential buildings* and *ground-oriented multiple unit residential buildings*.

**C. Lot Area**

Not applicable to this Zone.

**D. Density**

1. The *floor area ratio* shall not exceed 1.8.
2. The indoor *amenity space* required in Sub-section J.1(b) of this Zone is excluded from the calculation of *floor area ratio*.

**E. Lot Coverage**

The *lot coverage* shall not exceed 55%.

**F. Yards and Setbacks**

1. *Buildings and structures* shall be sited in accordance with the following minimum *setbacks*:

<b>Use</b>	<b>Setback</b>	<b>Front Yard (North)</b>	<b>Rear Yard (South)</b>	<b>Side Yard (West)</b>	<b>Side Yard on Flanking Street (East)</b>
<i>Principal Buildings and Accessory Buildings and Structures</i>		4.0 m [13 ft.]	4.5 m [15 ft.]	7.5 m [25 ft.]	4.0 m [13 ft.]

Measurements to be determined as per Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.

2. Notwithstanding Sub-section E.17(b) of Part 4 General Provisions of Surrey Zoning By-law, 1993, No. 12000, as amended, *balconies*, roof overhangs canopies, and stairs of four risers or less may encroach into the required *setbacks*.
3. Notwithstanding Sub-section A.2(c) of Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended, an *underground parking facility* may be located up to 0.5 metre [1.6 ft.] from any *lot line*.

**G. Height of Buildings**

Measurements to be determined as per Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.

1. *Principal buildings*: The *building height* shall not exceed 18 metres [59 ft.].
2. *Accessory buildings and structures*: The *building height* shall not exceed 4.5 metres [15 ft.].

## H. Off-Street Parking

1. *Parking spaces* shall be provided in accordance with Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended.
2. Notwithstanding Table C.1 of Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended, the minimum number of resident and visitor *parking spaces* shall be in accordance with the following rates:

Use	Required <i>Parking Spaces</i>
<i>Dwelling Units: 1 bedroom or less</i>	1.1 <i>parking spaces per dwelling unit</i>
<i>Dwelling Units: 2 bedroom or more</i>	1.25 <i>parking spaces per dwelling unit</i>
Residential Visitors	0.15 <i>parking spaces per dwelling unit</i>

3. All required *parking spaces* shall be provided as *underground parking*.

## I. Landscaping

1. All developed portions of the *lot* not covered by *buildings, structures* or paved areas shall be landscaped including the retention of mature trees. This *landscaping* shall be maintained.
2. Along the developed sides of the *lot* which abut a *highway*, a continuous *landscaping* strip of not less than 1.5 metres [5 ft.] in width shall be provided within the *lot*.
3. The boulevard areas of *highways* abutting a *lot* shall be seeded or sodded with grass on the side of the *highway* abutting the *lot*, except at *driveways*.
4. Garbage containers and *passive recycling containers* shall be located within the *underground parking* or within a *building*.

## J. Special Regulations

1. *Amenity space* shall be provided on the *lot* as follows:
  - (a) Outdoor *amenity space*, in the amount of 3.0 square metres [32 sq.ft.] per *dwelling unit* and shall not be located within the required *setbacks*; and
  - (b) Indoor *amenity space*, in the amount of 3.0 square metres [32 sq.ft.] per *dwelling unit*.
2. *Balconies* are required for all *dwelling units* which are not *ground-oriented* and shall be a minimum of 5% of the *dwelling unit* size or 4.6 square metres [50 sq.ft.] per *dwelling unit*, whichever is greater.

**K. Subdivision**

*Lots* created through subdivision in this Zone shall conform to the following minimum standards:

<i>Lot Size</i>	<i>Lot Width</i>	<i>Lot Depth</i>
4,046 sq.m. [1.0 acres]	50 metres [164 ft.]	75 metres [246 ft.]

Dimensions shall be measured in accordance with Section E.21 of Part 4 General Provisions of Surrey Zoning By-law, 1993, No. 12000, as amended.

**L. Other Regulations**

In addition to all statutes, bylaws, orders, regulations or agreements, the following are applicable, however, in the event that there is a conflict with the provisions in this Comprehensive Development Zone and other provisions in Surrey Zoning By-law, 1993, No. 12000, as amended, the provisions in this Comprehensive Development Zone shall take precedence:

1. Definitions are as set out in Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.
2. Prior to any use, the *Lands* must be serviced as set out in Part 2 Uses Limited, of Surrey Zoning By-law, 1993, No. 12000, as amended and in accordance with the servicing requirements for the RM-70 Zone as set forth in the Surrey Subdivision and Development By-law, 1986, No. 8830, as amended.
3. General provisions are as set out in Part 4 General Provisions of Surrey Zoning By-law, 1993, No. 12000, as amended.
4. Additional off-street parking requirements are as set out in Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended.
5. Sign regulations are as set out in Surrey Sign By-law, 1999, No. 13656, as amended.
6. Special *building setbacks* are as set out in Part 7 Special Building Setbacks, of Surrey Zoning By-law, 1993, No. 12000, as amended.
7. *Building* permits shall be subject to the Surrey Building Bylaw, 2012, No. 17850, as amended.
8. *Building* permits shall be subject to Surrey Development Cost Charge Bylaw, 2018, No. 19478, as may be amended or replaced from time to time, and the development cost charges shall be based on the RM-70 Zone.
9. Tree regulations are set out in Surrey Tree Protection Bylaw, 2006, No. 16100, as amended.

10. Development permits may be required in accordance with the Surrey *Official Community Plan* By-law, 2013, No. 18020, as amended.

3. This By-law shall be cited for all purposes as "Surrey Zoning By-law, 1993, No. 12000, Amendment By-law, \_\_\_\_\_, No. \_\_\_\_\_."

PASSED FIRST READING on the \_\_\_\_\_ th day of \_\_\_\_\_, 20\_\_ .

PASSED SECOND READING on the \_\_\_\_\_ th day of \_\_\_\_\_, 20\_\_ .

PUBLIC HEARING HELD thereon on the \_\_\_\_\_ th day of \_\_\_\_\_, 20\_\_ .

PASSED THIRD READING on the \_\_\_\_\_ th day of \_\_\_\_\_, 20\_\_ .

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the \_\_\_\_\_ th day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

**HOUSING AGREEMENT**  
(Section 483, *Local Government Act*)

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2018

AMONG:

**KELSON INVESTMENTS LTD.**, a British Columbia company (Incorporation No. BC0754748), having an office at #208 – 220 Fourth Avenue, Kamloops, B.C. V2C 3N5

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- B. The Owner submitted an application to the City to rezone the Lands (the “**Rezoning Application**”) from RMC-135 (Multiple Residential Commercial 135) to CD (Comprehensive Development) based on the current RM-70 (Multiple Residential 70) to permit a development on the Lands consisting of (i) one building (the “**Building**”) containing approximately 108 residential apartment dwelling units (collectively, the “**Market Rental Units**”) and amenity space all constructed over an underground parkade (the “**Parkade**”) and (ii) two separate building containing a combined total of 10 residential townhome dwelling units (the “**Townhomes**”), together with related improvements;
- C. The Owner must make arrangements to the satisfaction of the City to enter into a housing agreement pursuant to section 483 of the *Local Government Act* to ensure that, during the Term the Market Rental Units are used only for Market Rental Housing;
- D. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements; and
- E. As a condition of the Rezoning By-law (defined herein) to permit the development of the Lands in the manner aforesaid, the Owner has agreed to enter into this Agreement with the City.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the City covenant and agree as follows:

## ARTICLE I. DEFINITIONS

### Section 1.01 Definitions

- (a) “**Agreement**” means this Housing Agreement;
- (b) “**Building**” has the meaning given to it in Recital B;
- (c) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
- (d) “**Commencement Date**” means the date that is the first day of the month after the final inspection of the building has been issued by the City;
- (e) “**Development**” means the development of the on the Lands described in Recital B in accordance with the Development Permit;
- (f) “**Development Permit**” means any Development Permit issued by the City authorizing the Development, as amended from time to time;
- (g) “**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (h) “**Lands**” means the lands and premises legally described as:
  - Parcel Identifier: 023-684-976
  - Lot 2
  - Section 30, Block 5, North Range 1
  - New Westminster District Plan LMP31864
- (i) “**Land Title Office**” means the New Westminster Land Title Office;
- (j) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- (k) “**Market Rental Housing**” means Rental Housing that is rented at market rates, as the same may be determined from time to time by the Owner;
- (l) “**Market Rental Units**” has the meaning given to it in Recital B;
- (m) “**Notice**” has the meaning given to it in Section 2.02;
- (n) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (o) “**Owner**” has the meaning ascribed to it on Page 3 hereof and such Owner’s respective successors in title from time to time as the registered or beneficial owner from time to time of any portion of the Lands;
- (p) “**Parkade**” has the meaning given to it in Recital B;

- (q) “**Rental Housing**” means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms’ length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (r) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (s) “**Rezoning Application**” has the meaning given to it in Recital B;
- (t) “**Rezoning By-law**” means the City of Surrey Zoning Amendment Bylaw No. 11891 enacted as a result of the Rezoning Application;
- (u) “**Term**” has the meaning ascribed thereto in Section 2.01; and
- (v) “**Townhomes**” has the meaning given to it in Recital B; and
- (w) “**Zoning By-law**” means the City’s Zoning By-law 12000, as amended, replaced, or replaced from time to time.

## ARTICLE II. TERM AND NOTICE

### Section 2.01 Term

The term (the “**Term**”) of this Agreement will commence on the Commencement Date and will end on the earlier of (i) the date that is twenty (20) years from the date when an Occupancy Permit is issued for the originally constructed Market Rental Units.

### Section 2.02 Notice of Housing Agreement

The Owner acknowledges that the City may file in the Land Title Office on title to the Lands a notice (the “**Notice**”) of this Agreement and any amendments made thereto from time to time in accordance with Section 5.07.

## ARTICLE III. RESTRICTIONS ON AND CONDITIONS OF USE

### Section 3.01 Owner’s Covenants

The Owner covenants and agrees that throughout the Term:

- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Market Rental Units must be used only as Market Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;



- (c) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Market Rental Units or any portion thereof, to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (d) the Owner will insure, or cause to be insured, the Building, and all parts thereof to the full replacement cost against perils normally insured against in the City by reasonable and prudent owners of similar buildings and lands;
- (e) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Market Rental Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to the Market Rental Units; and
- (f) except as contemplated in Section 2.01, the Owner will not demolish the Building or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City in the City's sole discretion.

#### **ARTICLE IV. INDEMNITY, RELEASE, DEFAULT AND REMEDIES**

##### **Section 4.01 Indemnity**

The Owner will and does hereby indemnify and save harmless the City and the City Personnel of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement.

##### **Section 4.02 Release**

Provided that the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and the City Personnel of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Covenantor 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 this Agreement.

##### **Section 4.03 Remedies**

The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner materially defaults under the terms of this Agreement, including without limitation omitting, failing or

neglecting to carry out any of its material obligations contained in this Agreement and doing or carrying out a material act contrary to the Owner's obligations contained in this Agreement:

- (a) the Owner shall rectify such material default within 45 days after receipt of written notice of such material default to the Owner by the City;
- (b) if the Owner fails to take such positive action as the City considers necessary to rectify any material default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
- (c) the Owner shall pay to the City, on written demand, the costs (including actual solicitor's fees, disbursements and taxes thereon) incurred by the City to obtain a court order pursuant to Section 4.03(b), and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such written demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Royal Bank of Canada plus 3% per annum.

#### **Section 4.04 Survival of Release and Indemnity**

The release and indemnity in this Article IV will remain effective, and will survive any modification, discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise.

### **ARTICLE V. GENERAL PROVISIONS**

#### **Section 5.01 Interpretation.**

In this Agreement:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require.
- (c) The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References to the or this "Agreement" and the words "hereof", "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

**Section 5.02 Records**

The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**Section 5.03 Legislation.**

Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

**Section 5.04 Time.**

Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that part may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be Pacific Standard Time.

**Section 5.05 No Effect on Rights.**

Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

**Section 5.06 Benefit of City.**

The City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreements as provided in the terms of this Agreement and is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Lands, the Building, including the Market Rental Units or any portion thereof, and the City may at any time execute a release for the discharge of the Notice of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

**Section 5.07 Agreement Runs with the Lands.**

Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable. It is further expressly agreed that this Agreement may be modified or amended from time to time, by

consent of the Owner and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

**Section 5.08 Limitation on Owner's Obligations.**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered and/or beneficial owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered nor beneficial owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered and/or beneficial owner of the Lands or such portions thereof, as the case may be.

**Section 5.09 Partial Discharge.**

The Owner and the City acknowledge and agree that this Agreement and the Notice are only intended to apply to the Market Rental Units and not to not to any commercial space in the Building, the Townhomes, or the Parkade. The City covenants and agrees that concurrently with the registration of any subdivision plan (including an airspace subdivision plan, or a strata plans pursuant to the *Strata Property Act* (British Columbia)) that creates a separate legal parcel or parcels for any of the Building, the Townhomes, or the Parkade, the City will execute in registrable form and deliver to the Owner for filing in the applicable land title office, a discharge of this Agreement and the Notice from title to the parcel so created that does not include any of the Market Rental Units or any portion thereof.

**Section 5.10 Enurement.**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**Section 5.11 Further Assurances.**

The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

**Section 5.12 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.

**Section 5.13 Severability.**

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**Section 5.14 Waiver.**

An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

**Section 5.15 No Fiduciary Relationship.**

Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

**Section 5.16 Joint and Several.**

If the Owner consists of more than one person, firm, or corporation, from time to time, the Owner's obligations under this Agreement shall be joint and several.

**Section 5.17 Survival.**

Notwithstanding anything contained herein, the Owner covenants and agrees that the obligations of the Owner, including without limitation those set out in Article IV, shall survive termination or release of this Agreement.

**Section 5.18 Notice.**

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

**Section 5.19 Owner's Representations and Warranties.**

The Owner represents and warrants to and covenants and agrees with the City that:

- (a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and the bind all legal and beneficial interests in the title to the Lands with the interests in lands created hereby;

- (b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber all legal and beneficial interests to the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**Section 5.20 Counterparts.**

This Agreement may be executed and delivered by the parties hereto in one or more counterparts.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the Form C – General Instrument to which this Agreement is attached as of the date first written above.

**KELSON INVESTMENTS LTD.**, by its authorized signatory:

**CITY OF SURREY**, by its authorized signatories:

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Name:  
Title:

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Name:  
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