

City of Surrey PLANNING & DEVELOPMENT REPORT File: 7917-0511-00

Planning Report Date: December 4, 2017

PROPOSAL:

- Development Permit Amendment
- Housing Agreement Amendment

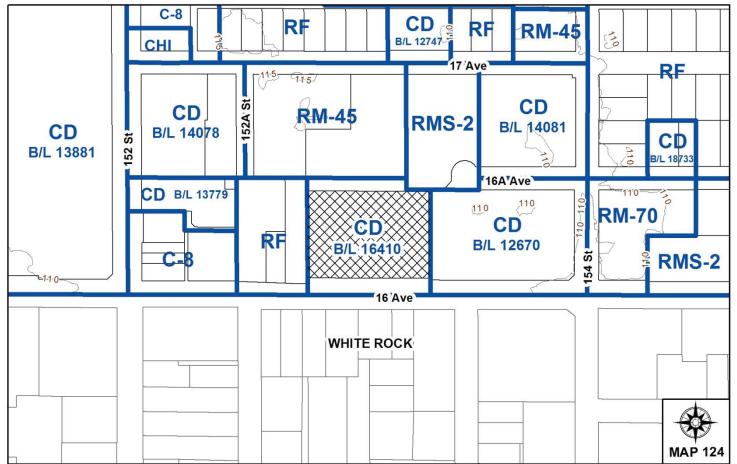
to increase the number of assisted living (care facility) units/beds and modifications to the eastern building.

LOCATION: 15333 - 16 Avenue

ZONING: CD (By-law No. 16410)

OCP DESIGNATION: Town Centre

TCP DESIGNATION: Multi-family Residential



RECOMMENDATION SUMMARY

- Repeal Prime Time (Abby Lane) Inc. Housing Agreement, Authorization By-law, 2014, No. 18332.
- Introduce a new Housing Agreement By-law.
- Approval and issuance of Development Permit amendment.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

None.

RATIONALE OF RECOMMENDATION

- The amendment to the Housing Agreement to allow the conversion of 58 of the rental independent living units to rental assisted living units will allow the operator to provide some care services to 58 of the rental Independent Living units. This would facilitate being able to have a medical professional to attend to an Independent Living tenant in their room. The converted suites would still function and be rented as Independent Living units.
- The provision of an additional vehicular ramp for the eastern building will simplify entering and exiting the underground parkade.

RECOMMENDATION

The Planning & Development Department recommends that:

- 1. Council repeal the existing Prime Time (Abby Lane) Inc. Housing Agreement, Authorization By-law, 2014, No. 18332 upon adoption of a new Housing Agreement By-law.
- a By-law be introduced authorizing Council to enter into a new Housing Agreement.
- 3. Council approve amendments to Development Permit No. 7906-0454-00 and authorize the Mayor and Clerk to execute the Permit.

REFERRALS

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

SITE CHARACTERISTICS

Existing Land Use:

Adjacent Area:

Direction	Existing Use	OCP/TCP Designation	Existing Zone
North:	Apartments	Multiple Residential / Multi-family Residential	RM-45
East:	Apartments	Multiple Residential / Multi-family Residential	CD (By-law No. 12670)
South (Across 16 Avenue):	Apartments	N/A - City of White Rock	N/A - City of White Rock
West:	Vacant site	Multiple Residential / Multi-family Residential	RF

DEVELOPMENT CONSIDERATIONS

Background

- On December 16, 2013, Council approved the development of an 8-storey mixed-use building including a senior's supportive housing residence located on the subject site under Development Application No. 7906-0454-00.
- One of the conditions of the June 11, 2007 Planning & Development Report for Project 7906-0454-00 was that the applicant enter into a Housing Agreement with the City to restrict occupancy of the proposed dwelling units to persons 55 years of age or older and their spouses. The Housing Agreement was required to support a reduced parking requirement of 0.46 parking stalls per unit for the residential component of the development.

• Council granted Final Adoption to Housing Agreement, Authorization By-law, 2013, No. 17948 on December 16, 2013.

- Subsequently, on December 1, 2014, Council approved Development Application No. 7914-0281-00 on the subject site which amended CD By-law No. 16410 and revised the existing Housing Agreement in order to:
 - o permit a care facility and eating establishment within the previously approved mixeduse commercial and residential senior's facility; and
 - o incorporate a community care facility component comprised of 60 units/beds.
- In addition to the care facility units/beds, 28 condominium independent living units, 90 rental independent living units and 2 guest suites, as well as approximately 4,416 square metres (47,533 sq. ft.) of commercial space were approved, consistent with the original proposal.
- As part of Development Application No. 7914-0281-00, the original Housing Agreement (Bylaw, 2013, No. 17948) was repealed by Council (By-law No. 18336) and replaced by a new Housing Agreement (By-law, 2014, No. 18332) to reflect the mix of independent living units, rental independent living units and guest suites.
- Housing Agreement (By-law, 2014, No. 18332) specifies the breakdown in unit type as follows: 60 community care beds/units, 90 rental independent living units and 28 condominium independent living units for a total of up to 178 units and 2 guest units.

Housing Agreement Amendment

- The applicant proposes changes to the current Housing Agreement to reclassify 58 of the previously approved units from rental independent living units to rental assisted living units in order to allow the operator to provide some services of care to 58 of the rental independent living units.
- Under the British Columbia Building Code, there are different occupancy classifications and physical building code requirements for independent living units and assisted living units. By reclassifying 58 of the independent living units as assisted living units, the operator will be able to have a medical professional attend to an independent living tenant in their room. The converted suites would still function and be rented as independent living units.
- In addition to the reclassification of the 58 units described above, three of the units that were originally proposed as Companion Suites on the 4th floor have now been changed to 6 studio Assisted Living suites. This is reflected in the number and mix of unit types in the new Housing Agreement.
- The mix of unit types under the current Housing Agreement (By-law, 2014, No. 18332) is as follows: 60 community care beds/units, 90 rental independent living units and 28 condominium independent living units for a total of up to 178 units and 2 guest units.

• The proposed breakdown in unit type for the Housing Agreement amendment is as follows: 63 community care beds/units, 58 rental assisted living units, 32 rental independent living units and 28 condominium independent living units for a total of up to 181 units and 2 guest units.

Development Permit Amendment

- The applicant is also proposing modifications to the approved Development Permit (No. 7906-0454-00) to allow for changes to the eastern building.
- Specifically, the applicant is also proposing to add an additional vehicular ramp from 16A Avenue to the underground parkade for the eastern building in order to provide separate dedicated ingress and egress points rather than having a single two-way ramp as was previously approved under Development Permit No. 7906-0454-00. The applicant believes that this will simplify entering and existing the underground parkade and provide a safer experience than a two-way ramp.
- Although the number of units has increased slightly from 178 to 181 and the additional parking ramp will eliminate 7 underground parking spaces, the total number of parking spaces provided (200 spaces) meets the required number of parking spaces for the site (200 spaces).
- Amendments to the Landscape Plans that were approved as part of the previous Development Permit are minor and the overall intent and quality of the landscaping is maintained.
- The Engineering Department, Transportation Planning Division, has reviewed the proposal and has expressed no concerns with the proposal.
- The drawings attached to this report as Appendix II show the proposed changes and replace the Development Permit drawings approved under the original Development Permit (No. 7906-0454-00).

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I. Lot Owners and Action Summary (Confidential)
Appendix II. Development Permit Amendment Drawings

Appendix III. Proposed Housing Agreement By-law and Housing Agreement

original signed by Ron Hintsche

Jean Lamontagne General Manager Planning and Development

APPENDIX I HAS BEEN

REMOVED AS IT CONTAINS

CONFIDENTIAL INFORMATION

ABBY LANE by PrimeTime Living

SOUTH SURREY RETIREMENT RESIDENCES - 15331 & 15333 16th Avenue, Surrey B.C.

LEGAL DESCRIPTION:

LOT A SECTION 14 TOWNSHIP 1 NEW WESTMINSTER DISTRICT

PLAN EPP27545		AS02' Building Sections A601' Isometric View	2017/10/17 Revised Sheet 2017/10/17 Revised Sheet
Owner: Architect:	Prime Time (Abby Lane) Inc. DGBK Architects		
Consultants:			
Code: Structural: Mechanical: Electrical: Envelope: Landscape: Civil: Geotechnical: Traffic: Food Services: Pool: Signage:	Jensen Hughes Inc. CWMM Consulting Engineers Ltd SRC Engineering Consultants Ltd Nemetz (S/A) & Associates Ltd Aqua Coast Engineering Eckford Tyacke + Associates Vector Engineering Services Ltd GeoPacific Consultants Ltd Bunt & Associates Engineering Ltd. Hendrix Foodservice Equipment Contractors Rockingham Pool Consulting Inc Butler & Wood Design		
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	SHEET UST - DP M	nor Amendmen	t.
NUM	SHEET NAME	ISSUE DATE	Revision Common
AOO	Cover Sheet	2017/10/17	Revised Sheet
A000	Partial Survey of Existing Conditions	2012/01/26	Refer Original
A001'	Location Plan	2012/01/26	Refer Original
A002"	Context Plan	2012/01/26	Refer Oncinal
A063*	Streetscapes	2012/01/26	Fefer Oncinal
A004"	View Study	2012/01/26	Refer Original
A005	Shedows at the Equinox	2012/01/26	Figler Oronal
A000	Area Plans	2017/10/17	Revised Sheet
A007	Development Data & Schedules	2017/10/17	Plevised Sheet
A100"	Consolidation Plan	2017/10/17	Revised Street
A1011	Site Plan	2017/10/17	Revised Sheet
A200.1"	Parking Level 1	2017/10/17	Roysed Shest
A200.2"	Parking Level 2	2017/10/17	Revised Sheet
A2011	1st Floor Plas	2017/10/17	Revised Sheet
A202	2nd Floor Plan	2017/10/17	Pervised Sheet
A203"	3rd Floor Plan	2017/10/17	Revised Sheet
A204°	4th Floor Plan	2017/10/17	Revised Sheet
A206'	5th Floor Flan	2017/10/17	Revised Sheet
A206'	5th Floor Plan	2017/10/17	Revised Sheet
A207"	7th Floor Plan	2017.10/17	Revised Sheet
A2061	8th Fluor Flon	2017/10/17	Revised Sheet
A209'	Roof Plan	2017/10/17	Revised Sheet
A401'	E & W Elevations	2017/10/17	Revised Sheet
A402"	N & S Elevations	2017/10/17	Revised Sheet
A501"	Building Sections	2017/10/17	Restsed Sheet
A502"	Building Sections	2017/10/17	Revised Sheet
A601"	Isometric View	2017/10/17	Revised Sheet

Na	Revaion / tatue	Date
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PrimeTime (Abby Lane) Inc.

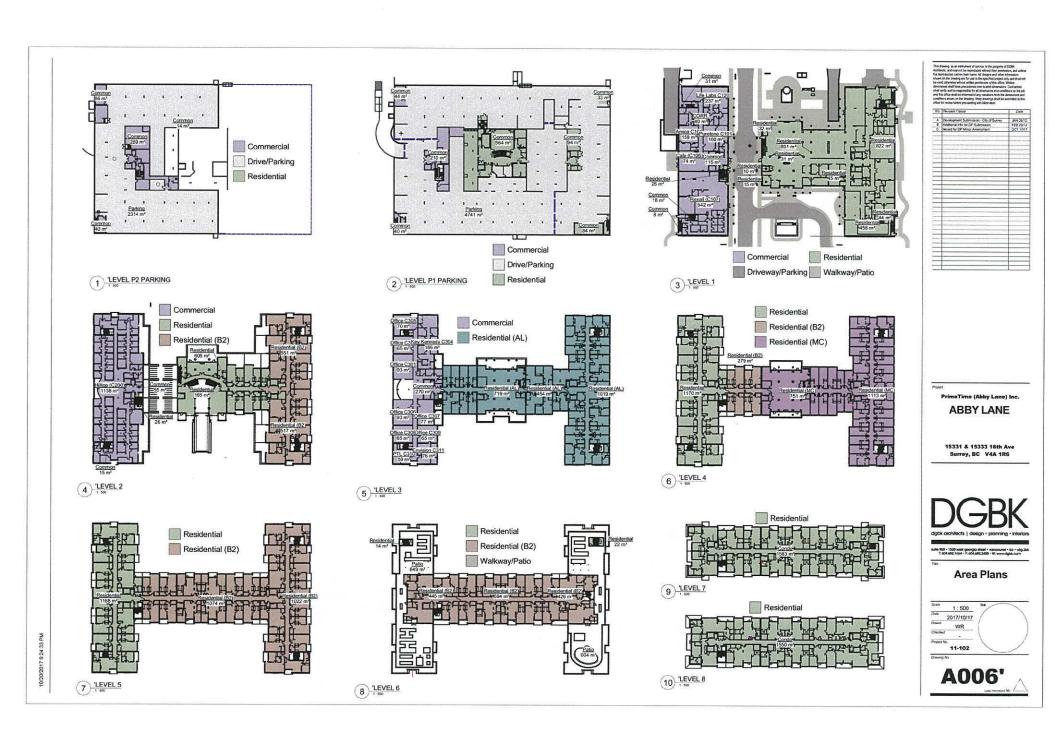
ABBY LANE

15331 & 15333 16th Ave Surrey, BC V4A 1R6

Cover Sheet

2017/10/17 Organ

A00'





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80			LEVELS
	E.IZ	TV#E MAJE	LEVELS

# of Bdrms	Number	Suite Type	Lovei
4 Rendered (ALI	D: 24		
5 Residented			
180	201	TYPE PE-1A3	LEVEL 2
180	202 217	TYPE RE-US	LEVEL 2
186	214	TYPE RE-IAI	IEVEL 2
1 BO	437	TYPE RE-IC1	LEVEL 4
I BO	434	TYPE RE-10	LEVEL 4
180	449	TYPE RE-1C3	LEVEL 4
LBO-	441	TYPE RE-IC3	EFVEL 4
99	447	TYPE RE-ICI	LEVEL 4
100	***		LEYEL
9	445	TYPE RE-IC3	LIVIL 4
190	445 447	TYPERE4G	LEVEL 4
16	444	TYPE RE-ICT	UVE 4
190	. 445	TYPE RE-18	LEVEL 4
150	126 522	TYPE RE-ICI	LEVEL S
180		TYPE RE-1G	LEVEL S
160 160	529	TYPE RE-103	LEVEL 5
180	531	TYPE RE-ICS	LEVEL
160	533	TYPE HE-ICI	LEVEL S
180	133	TYPE RE-102	UZYEL S
180	534	TYPE RE-IC3	LEVEL 5
IBO	536	TYPE RE-IG	LEVEL 5
100	53.7	TYPE RE-ICI	LEVEL 5
100	228	TYPE RE-18	LEVEL 5
1 80 30 7 80	436	TYPE RE-241	ÚVIL4
290	125	TYPE RE-241	LEVEL S
2 80: 2 5 Residendar: 32			
5 Keesamaa 12			
6 Rendertel Con-	7 0 1	TYPE CO-18	
180	701	CASE CA7193	LEVEL ? LEVEL ?
100	107	TYPE CO LAZ	LEVELT
180	704	THE CO-IA2	LEVEL 7
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186 B	702	TYPE CO-284	LEVEL 7
2 8D	704	TYPE CO-2A	LEVEL ?
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280 280	706	TYPE CO-20 TYPE CO-281	LEVEL 7
280	710	TYPE CO-36	LEVEL 7
2865	712	TYPE CO-JA	LPVEL 7
2 NO 2 NG	713	TYPE CO-2E1	LEVEL 7
160	802	TYPE CO-201	
160	803	TYPE CO-281	TEAST #
280	805	TYPE CO-20	CEVEL 6
2 80	605	TYPE CO-2Hs	UVILE
250	907	TYPE CO-282	LEVEL I
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300	606		
280 280	BOR BIO	TYPE COUNT	LEVEL I
280 280	1628	TYPE COUR TYPE COUR TYPE COUR	

Lot 1 Section 14 Township 1 New Wests			
BPA No: 13-35929	Propor	sed: CO	
REQUIRED DEVELOPMENT DATA	MIN. REGIDANA, ALL TI	PROPOSED	
LOT AREA (in square eyebres) 1st Subtresion Site Area		8,339.4 SM	89,7
2nd Subdivision S4s Area		5,178 2 SM	58.0
LOT COVERAGE (in % of not lot area)			
Buildings & Structures		43.20% 3,603 SM	39,7
Surface Roadways & Parking		12.17% 1.015 SM	10,6
Payed Sidewalks, Pathways & Patios Total Site Coverage	-	16.70% 1,393 5M	
		12.00% 0,011,344	_64,7
SETBACKS (in metues) Front (note: reduced to 4.5m in 2nd subd	<u></u>	8 890 44	
Rear	, , , , , , , , , , , , , , , , , , ,	9 000 M 7.500 M	1
Side #1 (W) Side #2 (E)		7,500 M	
		7,300 M	_^
BUILDING HEIGHT (in metrechtorwys) Principis (Root Pear)	30.00 M 98.47	F) 29.00 M (142.00 GD)	
Accessory n/a	30.0214 50.47	-1 23.00 M (142.00 GIS)	9:
NUMBER OF RESIDENTIAL UNITS	 		
			# B4
Condo One Sectroom Two Sectroom			
Rental One Bedroom	 	70	
Two Bedroom		18	
IL Tota	a	120	
Assisted Living Studio	***************************************	11	
Studio + Den One Bedroom	 	5	┝
AL Yota	1	30	
Memory Care Studio + Den		25	
One Bedroom	·	5	l
MC Total	<u> </u>	23	
Total Number of Units	 	183	
FLOOR AREA: Residential	İ.,,,,,,,		
Independent Living Salow Grada			
Above Grade		789 SM 73,670 SM	8,4 147,1
fL Tota	5	14,459 SM	155.5
Assisted Living Memory Care	 	2,246 SM 5,891 SM	24,1
Total Residents	d	18,596 SM	250,1
FLOOR AREA: Commercies Balow Grade	(Common)	210 SM	7,5
Above Grade	(Common)	710 SM	6.5
Eating Establishment Method Clinics	(Cafe)	71 SA	74
Personal Service	(Hilliop, BC Bio, 3rd Ftr Med) (Physic, Conturist, PTL Office	2,230 SM 309 SM	24,0 3,3
Mercanble Rotel	(Amica Sates)	148 SM	1.51
Above Grade	(Phermacy)	535 SM 3,931 5M	5,75 42.3
Total Commercia		4,541 SM	49,2
TOTAL BUILDING FLOOR AREA:		23,737,58	2.50,1
•			
TOTAL FLOOR AREA ABOVE GRADE:		21,735 5M	233.9
NET BUILDING FLOOR AREA FOR FAR CALC	ULATION:	549 SM 21,189 SM	5,00 225,87
DENSITY			
A of units/ha /# units/acre	Par Rezoning	219 UHA 69 UAC	
FAR	2.60	2.54	
			
MENTY SPACE (erea in square metres)		M 1,467.00 SM	(5.7)
Indoor	3 SM per Suite = 549 St		
Outdoor (On Grade)	3 SM per Suite = 549 Si	615 00 SM	8,6
Indoor (On Grade) (Reol Tep)		1,247.00 \$14	8,6
Outdoor (On Grade) (Reol Top) PARKING (number of state)	Required Spaces:	1,247.00 Stall Species Provided:	8,6
Indoor (On Grade) Outdoor (On Grade) (Rool Top) PARGUNG (number of state) Residential (Independent Living) Care Facility (AL & MC)	Required Spaces:	1,247.00 SM Species Provided; 35 55	8,6
Instour Outdoor (On Grade) PARPLING (number of state) Residential (Independent Living) Care Facility (AL & MC) Employee	Required Spacest 48 Spaces per Suite 5	1,247.00 Stall Species Provided:	8,6
Instour (On Grade) Outdoor (On Grade) PARPLING (number of state) Residential (independent Living) Care FacRity (AL & IAC) Employee Doctor	Required Spaces: 48 Spaces per Suite 5 1 Spaces for 3 beds 1 1 Spaces for 2 doctors	1,247.00 SM Spincing Provided: 55 55 11 21 1 1 1 8 18	8,6
Indicor Oxidoor (On Grade) PARKING (running of state) Residential (incependent Living) Care Facility (AL & MC) Employee Value Oxer Oxer Oxer Oxer Oxer Oxer Oxer Oxer	Required Spaces: 48 Spaces per Suite 5 1 Space for 3 bads 1 1 Space for 2 doctors	1,247.00 SM Species Provided: 55 55	8,6
Indoor Outdoor (On Grade) PARVING (number of state) Residential (noceendent Living) Care Facility (AL & AC) Dodo Oogo (Opportunity) Compensation (Opportunity) Compensation (Opportunity) Compensation (Opportunity) Compensation (Opportunity) Compensation (Opportunity) Compensation (Opportunity) Compensation (Opportunity) Compensation (Opportunity)	Required Spaces: 48 Spaces per Suite 1 Space for 3 beds 1 Space for 2 doctors 11 Space for 4 beds 2 Spaces for 6cp of	1,247.00 SM Spaces Provided: 55 55 11 21 1 1 6 118 2 2 2	8,62
Indicor Oxidoor (On Grade) PARKING (running of state) Residential (independent Living) Care Facility (AL & MC) Employee Value Oxer Oxer Oxer Oxer Oxer Oxer Oxer Oxer	Required Spaces: 48 Spaces per Suite 1 Space for 3 bods 1 Space for 2 doctors 1 Spaces for 2 doctors 1 Spaces for 6cop of 3 Spaces	1,247.00 SM Species Provided: 55 55 11 21 1 6 18 2 2 2	8,6
Indoor Ondoor (On Grade) PARSHNO (number of state) Real statel (notependent Living) Carre Facility (AL E.MC) Employee Docto Vado Commercial Entire Establishment Entire Establishment Personal Sentes	Required Spaces: 48 Speces per Suite 1 Space for 3 beds 1 Space for 2 dectors 1 Space for 2 dectors 2 Speces for 6cp of 3 Speces 4 Spaces per 100 SM 8 5 Spaces per 100 SM 8	1,247.0 SM Spaces Provided; 55 55 11 21 1 1 6 1 18 2 2 2 1 3 3 19 69	8,6
Indoor Indoor Oxidoor IRad Tep PARKING Inumber of stalle) Residential (Indoorman Living) Care Feeling (AL & MC) English Octob	Required Spaces. 48 Spaces per Suite 15 Space for 3 beds 15 Space for 3 beds 15 Space for 3 beds 15 Space for 4 beds 2 Spaces for dop off 3 Spaces per 100 SM 4 Spaces per 100 SM 3 Spaces per 100 SM 3 Spaces per 100 SM	1,247.0 SM Spaces Provided; 55 55 11 21 1 1 6 1 18 2 2 2 1 3 3 19 69	8,6
Indoor Outdoor I (On Grade) PARKING (rumber of state) Residential (independent Living) Residential (independent Living) Carre Facility (Al. 6 MC) Employee Outdoor Value Commercial Esting Establishment Medical Chris Personal Sentre Personal Sentre Reter Mercarius	Required Spaces: All Speces per Suite 1 Space for 2 Sectors 1 Spaces for 2 Sectors 1 Spaces for 2 Sectors 2 Spaces for 2 Sectors 2 Spaces for 2 Sectors 3 Spaces for 100 SM 4 Spaces per 100 SM 5 Spaces per 100 SM 5 Spaces per 100 SM 5 Spaces per 100 SM 5 Spaces per 100 SM	1,247 to 523 Spaces Provided: 55 56 11 21 1 10 21 1 10 2 2 2 3 3 9 66 0 9 5 5 5 8 8	8,6
Indoor Indoor Oxidoor IRad Tep PARKING Inumber of stalle) Residential (Indoorman Living) Care Feeling (AL & MC) English Octob	Required Spaces. 48 Spaces per Suite 15 Space for 3 beds 15 Space for 3 beds 15 Space for 3 beds 15 Space for 4 beds 2 Spaces for dop off 3 Spaces per 100 SM 4 Spaces per 100 SM 3 Spaces per 100 SM 3 Spaces per 100 SM	1,247 to 523 Spaces Provided: 55 56 11 21 1 10 21 1 10 2 2 2 3 3 9 66 0 9 5 5 5 8 8	8,6
Indoor Outdoor I(On Grade) PARKING (rumber of state) Residential (Independent Living) Care Facility (AL & MC) Employee Dodo Valid Entity (Statebarment Medical Cine: Personal Sentre Personal Sentre Retal Maccanial Residential Residenti	Required Spaces: All Speces per Suite 1 Space for 2 Sectors 1 Spaces for 2 Sectors 1 Spaces for 2 Sectors 2 Spaces for 2 Sectors 2 Spaces for 2 Sectors 3 Spaces for 100 SM 4 Spaces per 100 SM 5 Spaces per 100 SM 5 Spaces per 100 SM 5 Spaces per 100 SM 5 Spaces per 100 SM	1,247 to 523 Spaces Provided: 55	8,6
Outdoor (On Grade) Real Trap) ARROHNO Insurber of stalle) Residential (Inspendent Living) Care Feeling (VL & ACC) Deck Deck Deck Deck Compared Entry (Statebahment Medical Cinic Personal Service Retel Moncratie Required & Assigned Parking Parking Mila Fatandra Mila Fa	Required Spaces: 44 Speces per Sute 5 15 Space for 2 doctors 1 Space for 2 doctors 1 Space for 2 doctors 1 Space for 2 doctors 2 Spaces for 2 doctors 3 Spaces 4 Spaces per 100 SM 3 Spaces per 100 SM 3 Spaces per 100 SM 1 Spaces per 100 SM 1 Spaces per 100 SM 1 Spaces per 100 SM 1 Spaces per 100 SM	1.24 To 52 15 5 55 55 55 55 11 1 1 1 1 1 1 1 1	8,62
Indoor Indoor Oxidoor IRed Tec) PARKING Inumber of stalle) Residential (independent Living) Care Feeting (AL 6 MC) Docto	Required Spaces: 48 General per Sulio 15 Space for 3 basis 15 Space for 2 disctors 2 Spaces for 2 disctors 2 Spaces for 2 disctors 3 Spaces 3 Spaces per 100 SM 8 3 Spaces per 100 SM 9 3 Spaces per 100 SM 11 11 Men 1/100 Seaces	1.24 to 52 to 55 t	8,6
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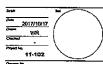
PrimeTime (Alby Lane) Inc.
ABBY LANE

15331 & 15333 16th Ave Serrey, BC V4A 1R6

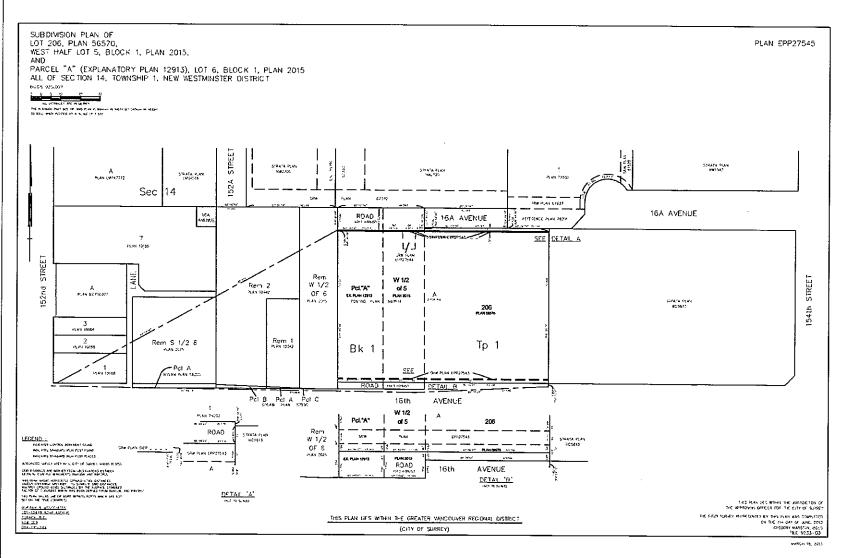


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Development Data & Schedules



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PrimeTime (Abby Lane) Inc.

ABBY LANE

15331 & 15333 15th Ave Surrey, BC V4A 1R6



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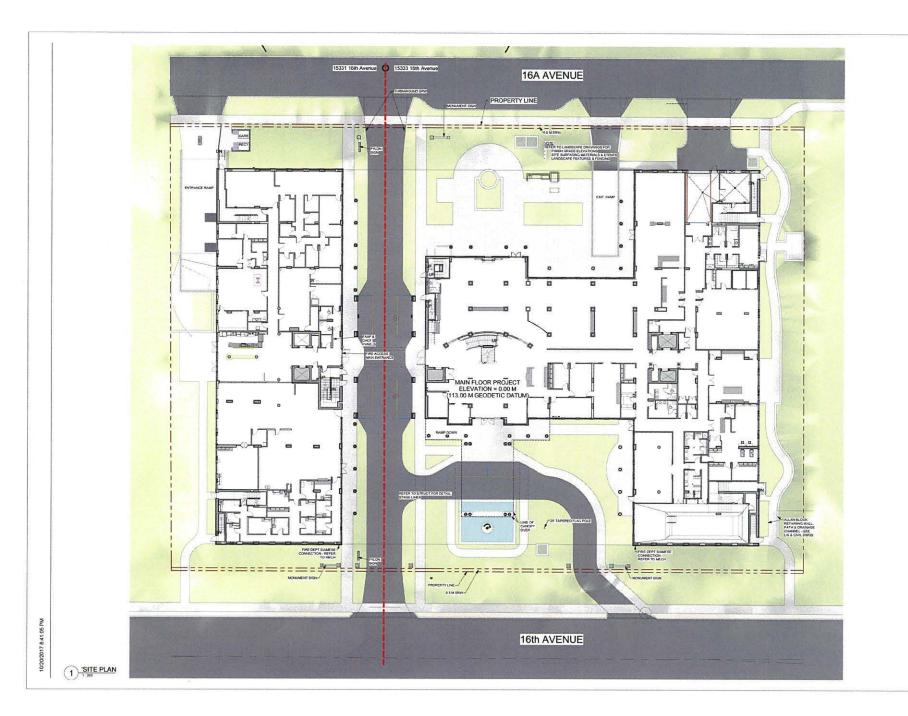
Consolidation Plan



Description.

A100'

1 LEGAL PLAN 1'



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PrimeTime (Abby Lane) Inc.

ABBY LANE

15331 & 15333 16th Ave Surrey, BC V4A 1R6

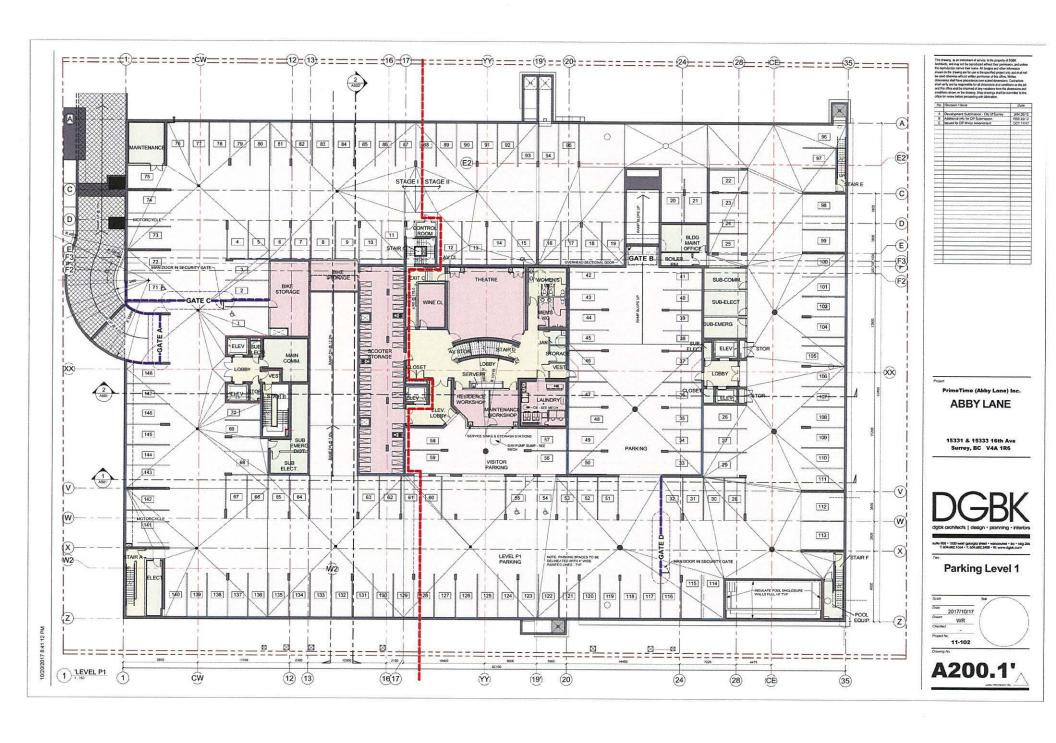


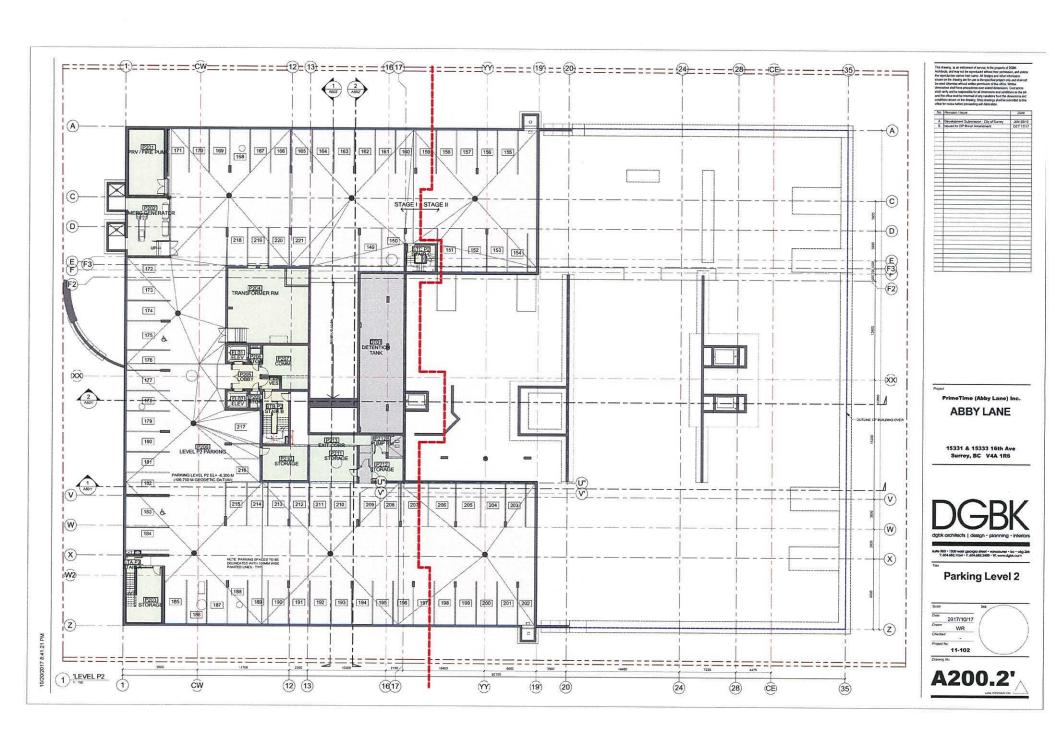
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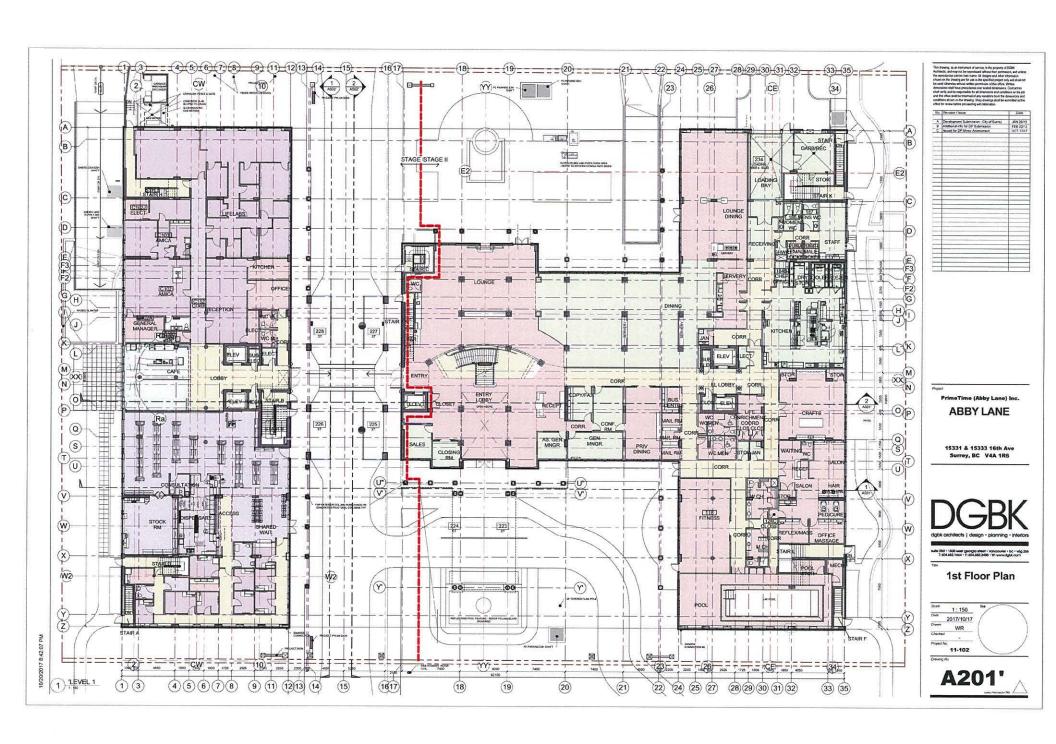
Site Plan

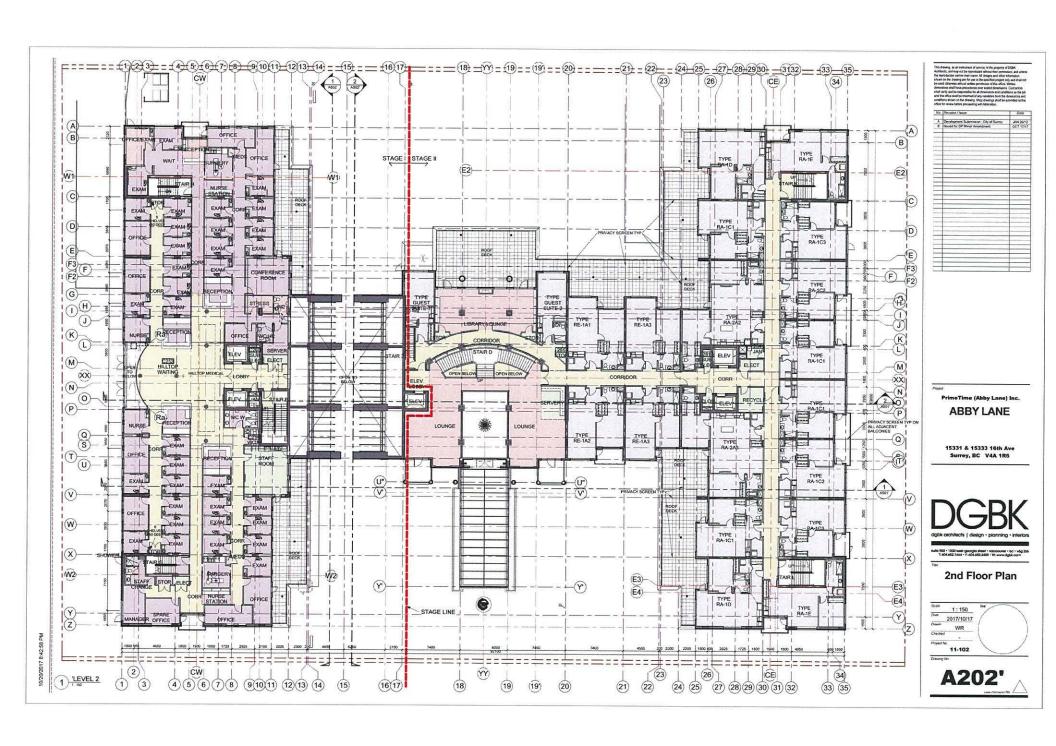


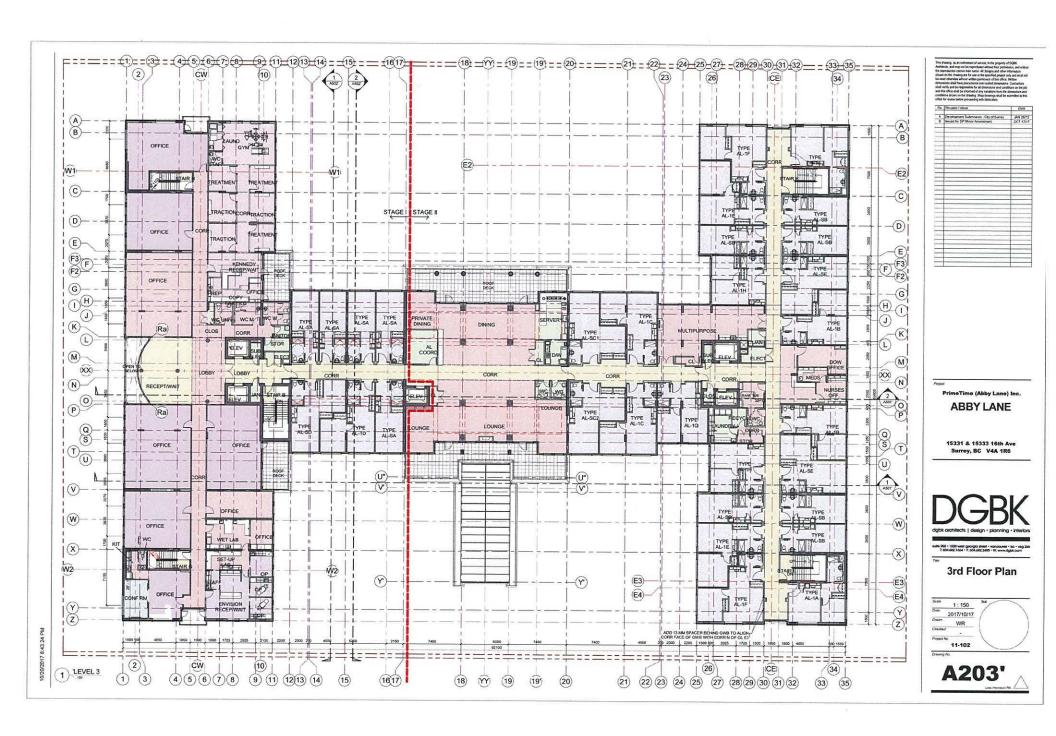
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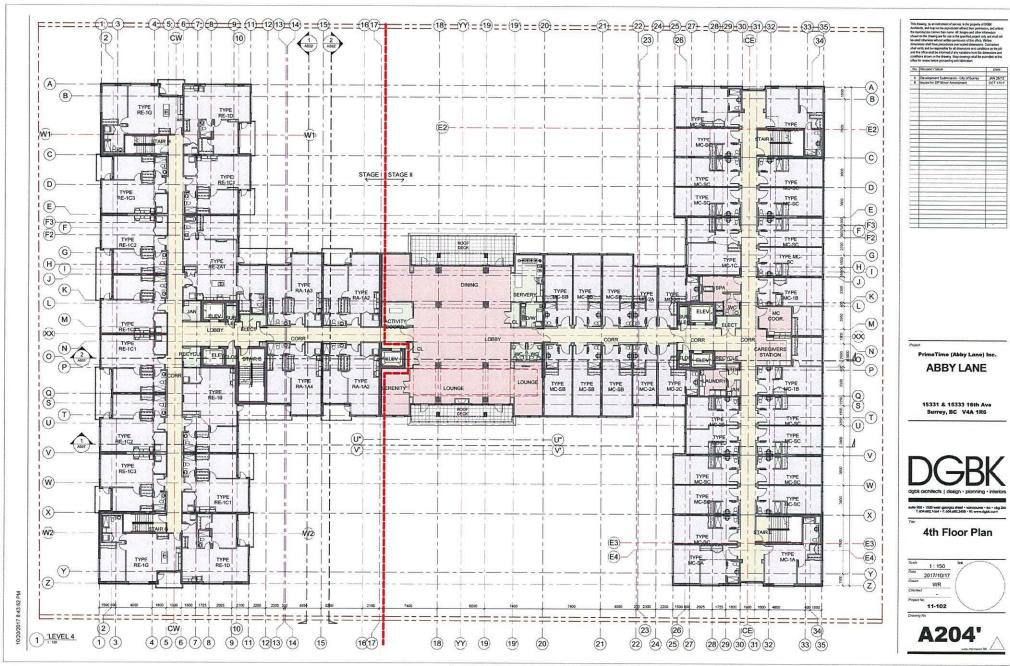


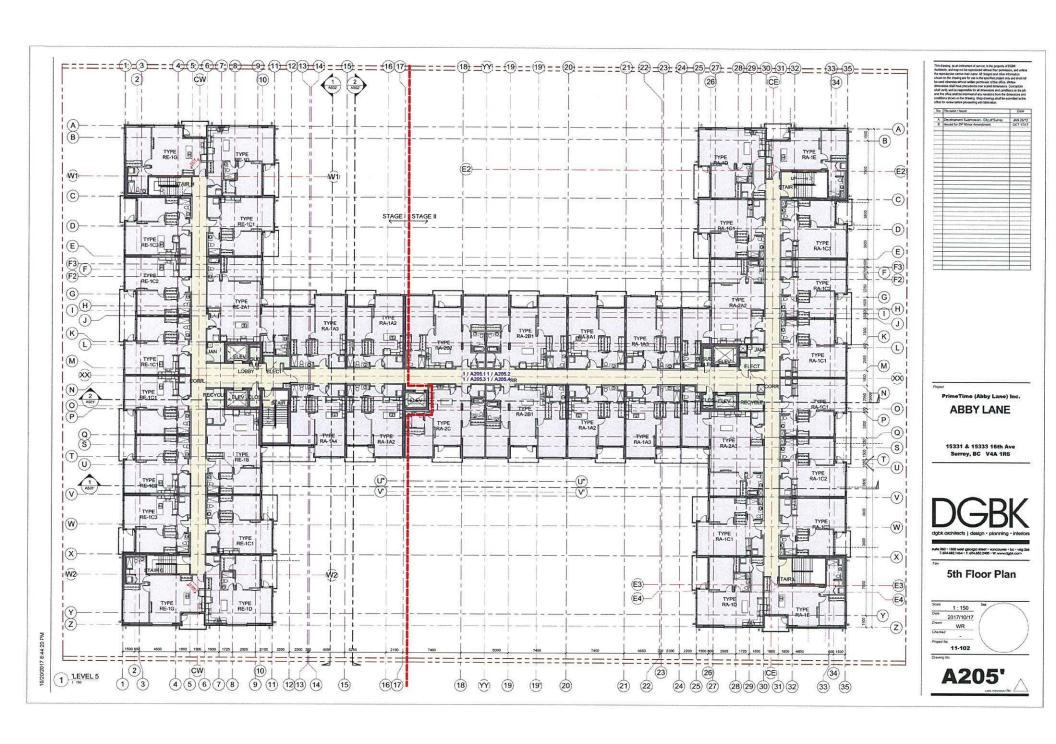


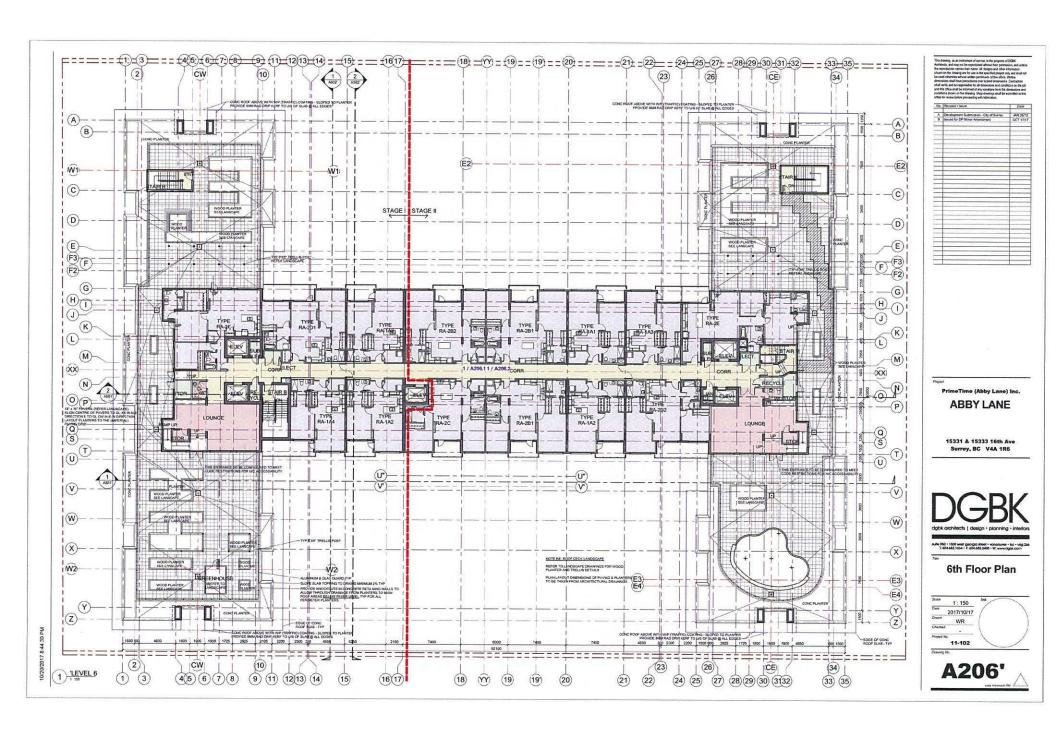


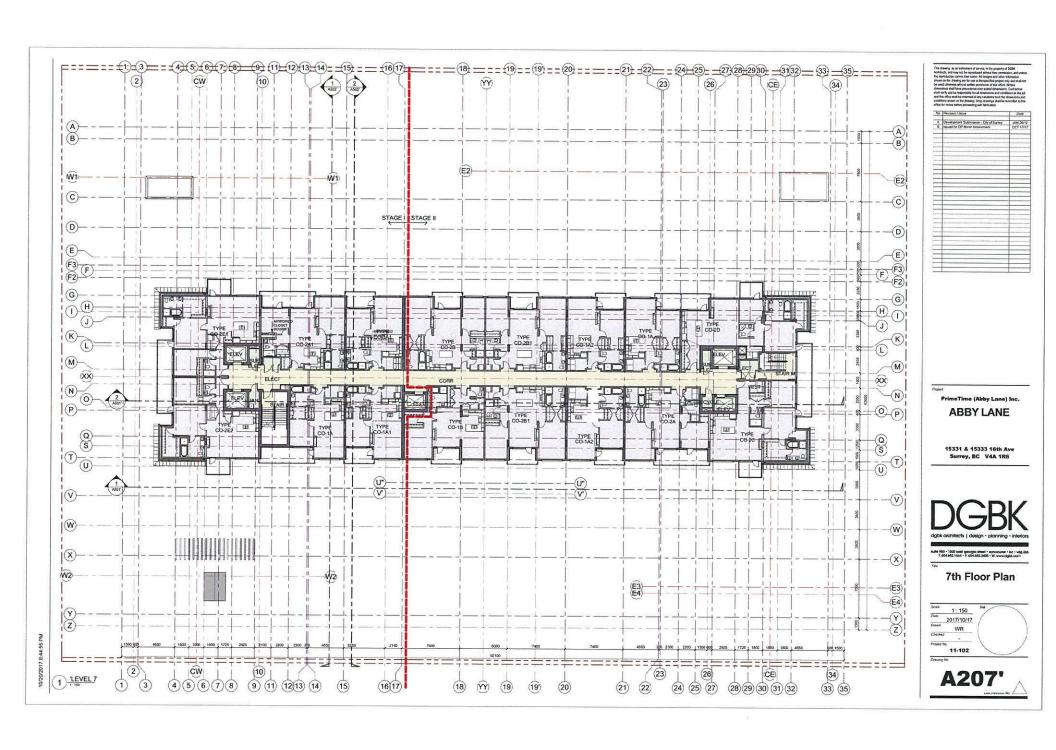


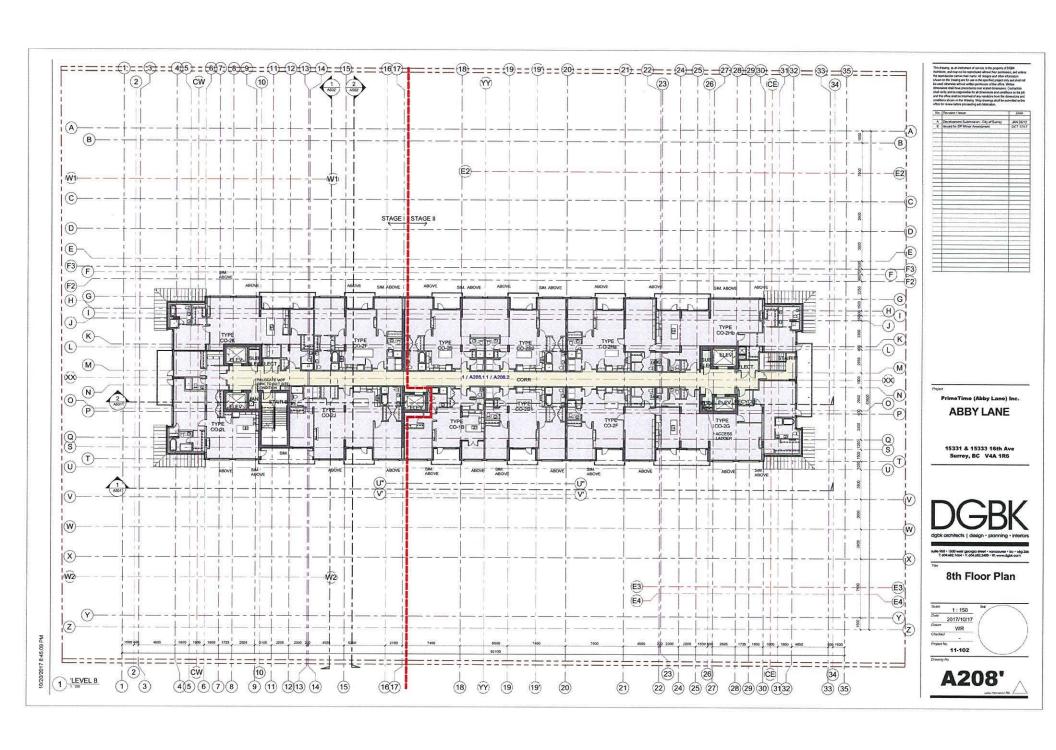


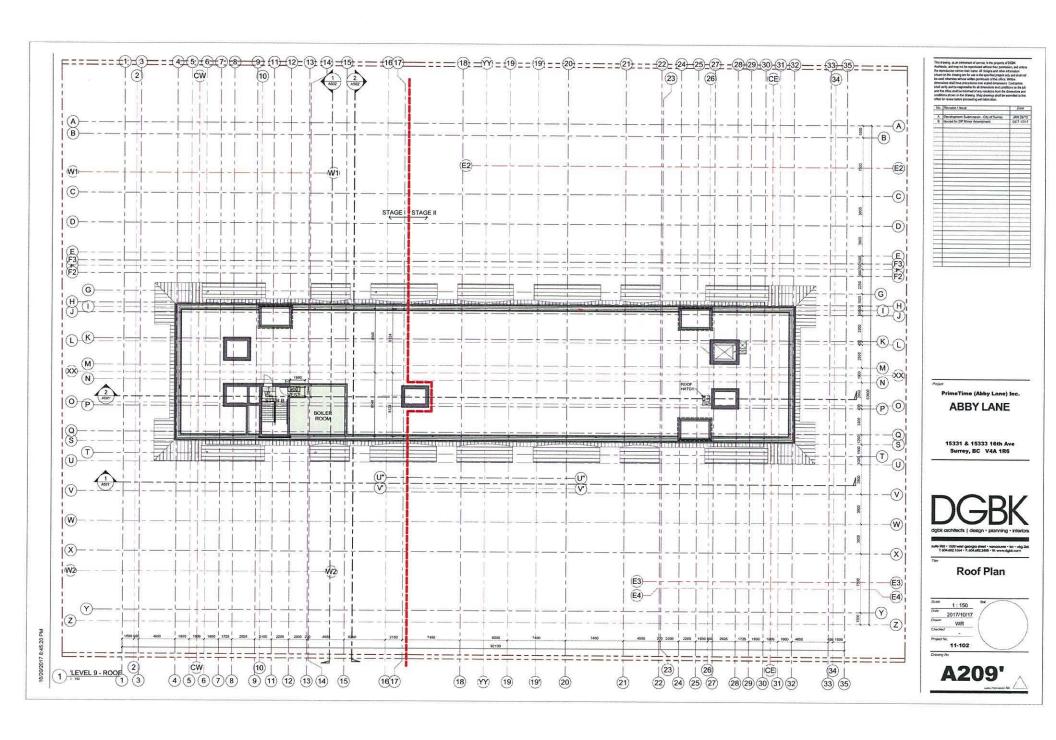














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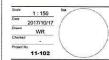
PrimeTime (Abby Lane) Inc.
ABBY LANE

15331 & 15333 16th Ave Surrey, BC V4A 1R6

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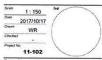
No 950 - 1500 weet georgia street - vancouver - bc - vé T. 604 682 1664 - F. 604.682 2405 - W. www.dgbt.com

E & W Elevations



A401'







	Plevision / Jacure	Date
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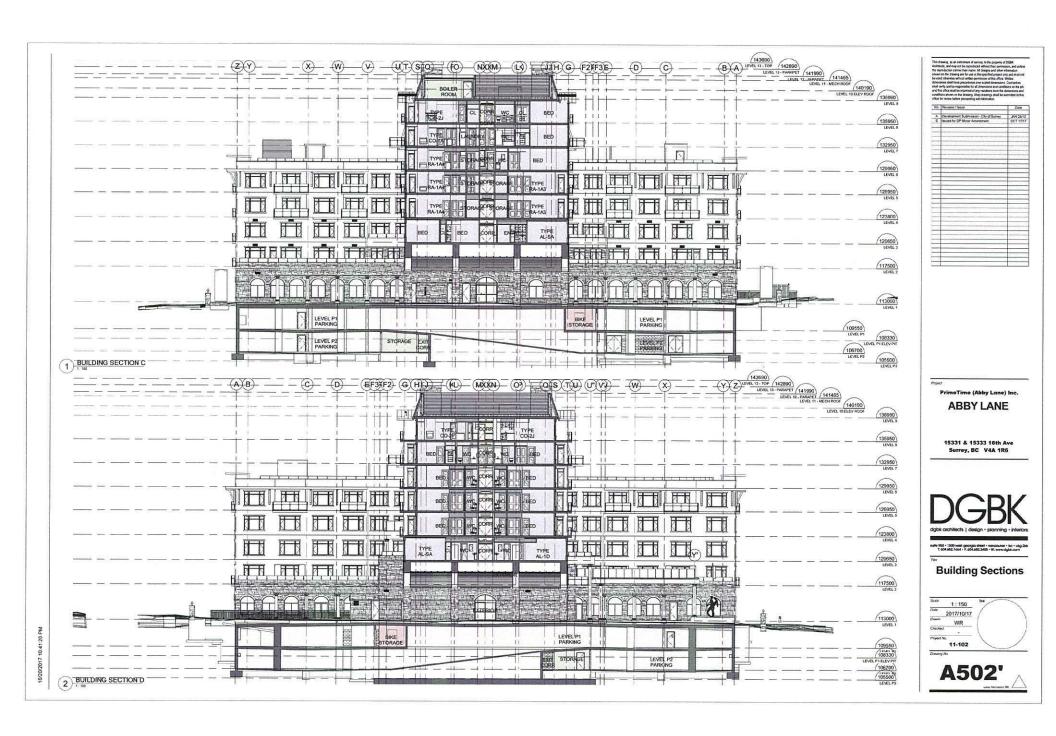
PrimeTime (Abby Lane) Inc.

15331 & 15333 16th Ave Surrey, EC V4A 1R6

Building Sections



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Project

PrimeTime (Abby Lane) Inc.

ABBY LANE

15331 & 15333 16th Ave Surrey, BC V4A 1R6

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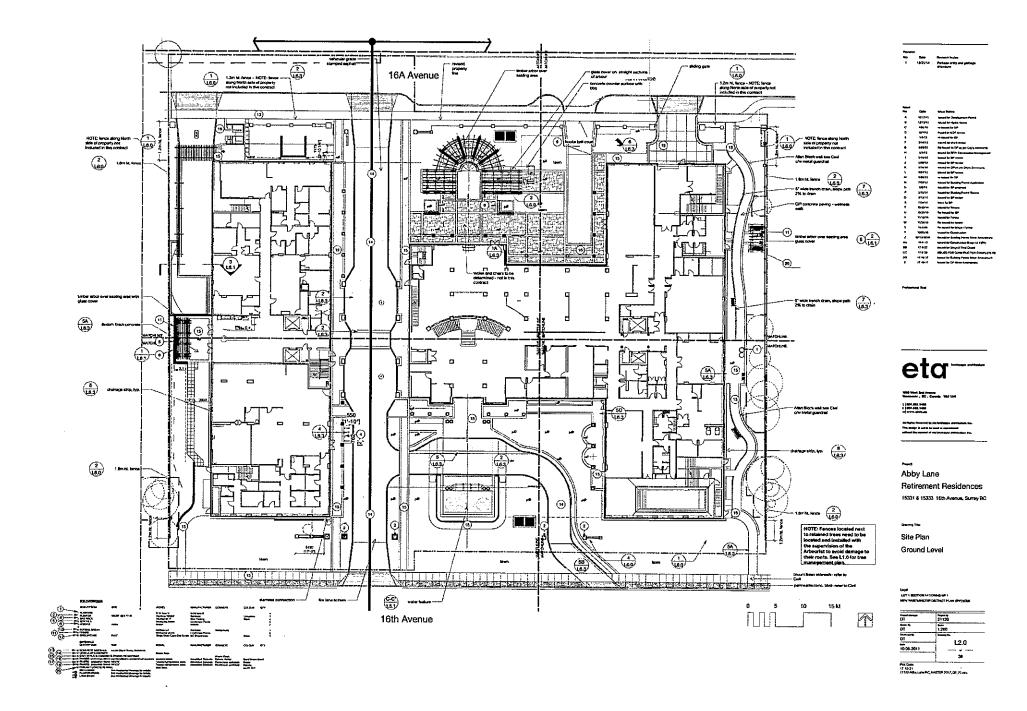
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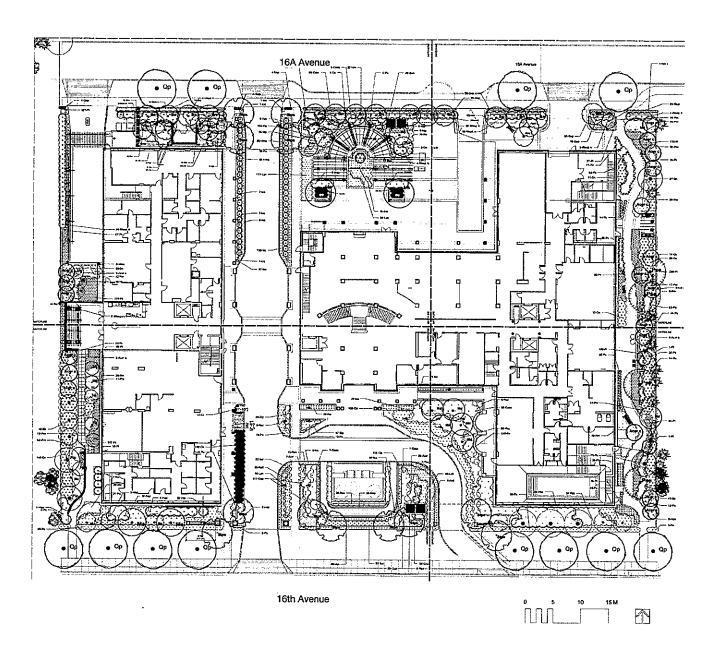
Isometric View



A601'

1 Isometric View





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Abby Lane

Retirement Residences 15331 & 15333 16th Avenue, Surrey BC

Dames Tiles

Landscape Planting Plan Ground Level NW

LOT 1 BOSTION SA TOWNSHAP 1 NEW WESTLANGISH DISTRICT PLANS

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Place Code 17 10-21 21 120 Mary Lane FC, MASTER 2017, DR, 26 ents

PLANT LIST

PLANT LIST					
100	QTY	LATIN NAME	COMMON NAME	SCHEDULED SIZE	NOTES
IREES - Gra	and Level	Off-Site Cuercus pakistris	Pin Oak	6cm cal/888	2m standard/full crown. Tree installed by Surre;
		sala cos ponens	rances.	OUT CAN DED	211 Standard Ital Crown: Tree Estates by Sorre;
THEES - On Acer c	sand Level	Acer compestre	13-4	4m ht. BAS	
Acer p	12	Acer palmetum 'Seinyu'	Hedge Maple Seiryu Japanese Maple	4m nr, Bas 3m hr/B&B	multi-stemmed, full, bushy plants multistemmed/ bushy plants
Dn .	15	Betulus nigra "Heritage"	Piver Birch	Com cal./ B&B	mountaining doubt parts
Magn, d	6	Megnolia denudeta	Yulan Magnolia	6cm cal/ B&B	2m standard/full crown/ matched
Magn, e Magn, sie	5 6	Magnoša 'Elizabeth' Magnoša zieboldii	Elizabeth magnolia Ovama magnolia	4m ht specimen/ B&B 2.5m ht/b&b	
Ma	2	Magnotia soulangiana	Saucer Magnotia	2.5m m/560 3m sceomed/8&B	mult-stemmed/ low branching/ full canopy multistemmed
Pf	4	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber		The second second
Pio	5	Pices omorika	Serbian Spruce	3.5m ht/848	full bushy plents
Pse Stos	4 12	Pseudotsuga menzteeil Stewartis pseudocameilla	Douglas Fir Jaconese Stewartia	3.5m ht/ 888	Art/ bushy canopies multisterened
ode	o o	CONTROL DE PROGROCATIONS	2007ausaa 21044Zura	नक कर छर्छ	munatemmed
SHIFTURES - C	round Lev	=			
And	63	Astribe x arendež 'Deutschland'	Deutschland estitue	- #2 cont.	full/ bustry plants
Acer c Ala	5 30	Acer campestre Azaisa japonica	Hedge Maple Evergreen Azalea	4m ht, 888	multi-stemmed, full, bushy plants
A2s	6	Azalea schippenbachii	Royal Azalos	#2 cont. #2 cont.	full/ bushy plants full/ bushy plants
Bç	48	Bergenia emeioneis 'Pink Cloud'	Heartleaf Bergeria	#1 cont	full bushy plants/heavy
Bas	72	Buxus sempervirens "Suttrut cosa"	threat English boxwood	#2 cont.	full/bushy plants
Casa	124 53	Carex albuia	frosty curis sedge	#2 cont.	full, bushy plants
Crbn	20 20	Camelia sasangua 'setsugekka' Cimicruga racemosa 'Black Negligee'	White Camella Black Negligee Bugbane	#5 cont. #2 cont.	full bushy plants full bushy plants
Do	6	Dephne odora	Fragrant Dephne	#2 cont.	full bushy plants
Gep	568	Geranium pratense Album Plenum	Crares Bill	#1 cont.	full/ bushy clarits
Ga	308	Gauttheria shallon	Selal	#2 cont.	full/ bushy plants
Hij	‡0 171	Hamamatis x intermedia 'Jelenz' Hakonechioa macra	Witch Hazel 'Jelena' Japanese woodland grass	#7 cont. #2 cont.	full bushy plants
Hma	50	Hydrangea macrophylia Abracadebra™ Star	Japanese woodand grass Bigleat Hydranges	#2 cont. #3 cont	full, bushy plants kull bushy plants
Hqs	71	Hydranges quercifolis 'snow queen'	Ookleaf Hydrangos	#3 cont.	kill/ bushy plents
lec	517	Fest Crenela compecta	Japanese Holly	#5 cont.	full/ bushy plants
Lah Maon, d	271	Levandula angustifolis "Hidoole Blue" Megnola degustata	Hidcot Blue Lavender Yulen Magnolis	#2 cont.	full bushy plants
масул. о Мо	40	Migriola derucata Miscarthus sinensis "Purpurascens"	flame grass	6cm cal/ B&B #3 cont.	2m standard/ full crown/ matched full/ bushy plants
Op -	508	Ophiopogon planiscapus 'Nigrescens'	Black Mondo Grass	#1 cont.	full/ buelty plants
Pa	392	Penniselum elopecuroides	Fountain Grass	#2 cont.	tull/ bushy plants
Pio Pm	4 462	Pices omorika Polystichum munitum	Serbian Spruce	3.5m N/888	full/ bushy plants
Pa	378	Polystichum setilerum	Sword Farn Alaska fern	#3 cont. #2 cont.	full bushy plants full bushy plants
Pt	1754	Pachysandra terminalis	Japanese Source	4° pot	
Rhed. h	98	Phododandron 'Hansel'	Phododendron (salmon)	1mx1m/field grown/ E	ItuR/bushy plants
Ross og Rac	6 209	Rosa "Generous Gardener" Rosa St.Cecila	Chmbing Rose St.Cecilia Rose	#2 cont.	full/ bushy plants
Rw	7	Rosa wichuriana	Climbing Rose	#2 cont. #2 cont.	full, bushy plants full/ bushy plants.
Sob	22	Salvia officinalis 'Bergarten'	5200	#1 cont.	full bushy plants
Tho	14	Thuis occidentalis smaragel	emerald ceder	1.2m M/ BAB	full, bushy plents
Wise	4	Wateria sinensis alba	while wisterie	#2 cont	hul/ bushy plants
IREES - Lev	al e				
Apa	** 2	Acer palmatum stropurpureum 'Bloodgood'	Japanese Mapie Bloodgood	2.5m ht/83B	multistemmed/ bushy plants
Pi .	1	Malus combination	4 way combination apple	3cm	dwarf rootstock
FI-2	3	Malus combination	Liberty, Gala, Florina	3cm	dwarf rootstock
H ₁ PP	2	Hamemelis x intermedia "Jelena" Pyrue pyrifolia	Wrich Hazel 'Jelena' Asian pear	#7 cont. 5cm csl/B&B	full/ bushy plants dwarf root stock, chojuro and 20th Century Pee
	-	-1.00 blinour	Access prom	SOM COVERED	dwarf rock stock, cholute and 20th Centby Pee
SHARUMS - La	108	_	Heartleaf Bergeria	JS cont.	full/ bushy plants/ heavy
Č,	12	Fruit Trees sup.	variety of species	españor	full bushy plants
Нij	10	Hamemelie x miermedia "Jelene"	Witch Hazel 'Jelena'	#7 cont.	full bushy plants
Magn. ses	2	Magnofia stellata "Summer Snow"	Star Magnolia	1.5m B&B	full, bushy plants
Tor	250 32	Sarcococca nascifolia Taxus beccata rependens	Fragrant Sercococca dwarf English Yew	#3 cont. #5 cont.	full/bushy plants full/bushy plants
Vva	2	Vitis visitera atropurpures	Purple Leaf Grape	#2 cont/ staked	full/ bostry plants
Vvc	2	Vitia vinifera concord	Concord Grape	#2 cont.	staked
Wos	4	Wisteria sinensis alba	while wisterla	#2 cont	full/bushy plants
*****	_				
TREES - Lave Apu	11	Acer pelmatum atropurpureum 'Bloodgood'	Japanese Maple Bloodgood	2.5m N/ B&B	multistemmed/ bushy plants
SHIFTURS - Le	rvel Z				
8c	28	Bergenia controlla Brassingham White	Heartleaf Sorgenia	#1 cont.	full/ bushy plants/ heavy
Ca Cr	801	Carex nitsula	frosty curis seciça	#2 cont.	full, bushy plants
C? HN	6 10	Fruit Trees esp. Hamamets x intermedia 'Jolena'	variety of apecies Writch Hazel 'Jelenz'	espailer #7 cont.	tulV bushy plants tulV bushy plants
Pah	42	Pennisetum alopecuroides "Hameln"	dwelf fountain Grass	#1 cost,-heavy	full/ bushy plants
Sr Sr	267	Sarcococca ruscitolia	Fragrant Sercococca	#3 cont.	full/bushy plants
Tor	57	Taxus baccata rependens	chred English Year	#5 cont.	full bushy plants
Wista	4	Wateria sinensis albe	white wisteria	#2 cont	full/ bueny plents
	υ				

LAMN

Non-neited sand base

NOTES:

1 ALL LANDSCAPE TO CONFORM TO THE CURRENT EDTION OF THE BC LANDSCAPE STANDARDS FOR LEVEL 2 "GROOMED" LANDSCAPE TREATMENT
IN THE EVENT OF A DISCREPANCY BETWEEN THE FLANT LIST AND THE PLANTING PLAN, THE PLANTING PLAN TAKES PRECEDENCE.
2 SEARCH AREA TO NOLUCE BRITISH COLLINIES, WASHINGTON, AND OREGON

ALL PLANTS TO BE HURSERY GROWN
ALL PLANT MATERIALS AND LABOUR TO CONFORM
TO THE CURRENT EXTION OF THE BOTH AFRICANA STA

ALL PLANT MATERIAL TO BE INSPECTED PRIOR TO DELIVERY ON SITE. CONTRACTOR TO ARRANGE FOR INSPECTION AND MATERIAL TO ASSEMBLED IN ONE LOCATION FOR PRIVACE.

BAPORTED GROWING MEDIA BHALL BE A SANGY LOAM OR LOAMY SANG TEXTURE NO LESS THAN BOW BANG BY WEIGHT CONTRIVENS 4 AND 15% ORGANING MATTER PRIV WICKHT BASSA.

CROWING MEDIA 6-MLL WRITUALLY PREE FROM SUBSOIL,
WOOD INCLUDING WOOD'S PLANT PAINTS, INVASIVE AND KOODIS PLANT AND THER
REPROCUETIES PARTS, PAINT PAINTOGRED CROMENSIS, ORCANGO OR ROGGIAGO
MATERIALS, TOXINS, STONES OVER 30mm (1.2%, MAY DEBRIS AND FOREIGN CIDECITS.

REPORTED GROWING INITIAL BHILL CONFORM TO AND BE TREATED AS PER SECTION 8.2.3 TO 8.2.7 INCLUSIVE OF THE CUMPENT EDITION BIGUAL STANDARDS.

GROWING MEDIUM SHALL CONFORM TO LEVEL 1 "WELL-GROOMED" AREAS, LOW TRAFFE DAWN AREAS, TREES AND LARGE SHREES IN, IN TABLE T-6.3-3-1 OF THE 2012 BOLMA STANDARDS; IT SHALL POSSESS THE FOLLOWING QUALITIES:

TEXTURE COUNTS, LARGEST THAN 19 tons AND EMALES THAN 10 mag 0-1s.
*VLL CRAVES, LARGEST THAN 19 may AND EMALES THAN 10 mag 0-1s.
*VLL CRAVES, LARGEST THAN 10 may AND EMALES THAN 10 mag 10-1s.
*VLL CRAVES, LARGEST THAN 10 may AND EMALES.
**THAN 10 mag 10-1s.
**TH

ARCHITECTURE SAME

Aciday 649: 6.0-7.0

SITE FURNISHINGS DESCRIPTION

t PLANTERS

PLANTER 4 BIKE RACK

BENCHES

TO PUTTING GREEN
TO CHAIRS
TO GREENHOUSE

MATERIALS DESCRIPTION

(1)

6

(12)

(5)

(1)

13 (14) 15 (16) 17 (19)

DRAMAGE: PERCOLATION SHALL BE BUCH THAT HO STANDING WATER IS YISIBLE BO MINUTES AFTER AT LEAST 10 MINUTES OF INCOCRATE TO HEAVY RAIN OR STREATION.

MINIMUM SOIL DEPTH TO BE AS PER TABLE TIESS OF THE CURRENT EDITION BICLINA STANDARDS:

subspirits where the material drains reporty	poorly
24"	30"
я.	24.
12"	9-
6"	•.
6-	ē.
	nation drains registry 24" 12" 5"

SOL DEPTHS WILL BE CHECKED AT TIME OF GUBSTANTIAL COMPLETION REVIEW

SOL FORUMENA AGRICUATURE PLOTS IS TO BE LABAN OND PHONORED BY VERATED, OR APPROVED ALTERNATIVE. SOL FOR DISBAN AGRICULTURE AREAS IS TO MEET ON EXCEED THE CURRENT FOR COMPOST CUALITY UNDER CANADIAN COUNCIL OF INNSTERS OF THE ENVIRONMENT (COME).

COMPOST IS TO BE TESTED AND RESULTS SUBMITTED TO CONSULTANT PRICE TO DELAYERY TO SITE.

BODS TO HAVE 2" MULCH LAYER (unw switting) CONSISTING OF CROWING COMPOSTED BARK APPLIED.

PLANTED AREAS TO HAVE PERMANENT HIGH EFFICIENCY BRIGATION SYSTEM - SHOP DRAWNISS ARE TO BE PREPARED BY AN INSC CERTIFIED DESIGNER AND APPROVED BY LANDSCAPE ARCHITECT.

CONTRACTOR TO PROVIDE MARKENANCE FOR 1 YEAR FOLLOWING SUBSTANTIAL CONFILENCIAL

CONTRACTOR TO PROVIDE COPY OF BOIL TEST TO LANDSCAPE CONSULTANT 3 WEEKS PRIOR TO DELYGRY ON SITE. TEST TO BE PERFORALD BY AN INDEPENDENT LAR AND E TO INCLUDE RECOMMENDATIONS FOR SOTH LAWN AND PLANTING BEIGH.

CONSTANT TO APPROXISOR RETOR RETULATION, THE DOES NOT PROCLUCE THE CONSTANT THE APPROXISOR RETOR RETULATION, THE DOES NOT PROCLUCE THE CONSTANT FROM RETUCKING OF MORE REPORTED SOL AND THE APPROXIMATION OF THE RESPONDED OF THE APPROXIMATION OF THE RESPONDED OF THE APPROXIMATION OF THE RESPONDED OF THE APPROXIMATION OF THE RESPONDED OF THE APPROXIMATION OF THE RESPONDED OF THE APPROXIMATION OF THE APPROXIMA

CONTRACTOR TO PROMDE WRITTEN 1 YEAR WARRANTY ON YOU SERCERCATIONS

105207 "60 K 17 IN

MODEL

to be specid Montana 105297 WCR02-SF-P Wellspring beach timber

Artificial tust

MODEL.

Broom finish

standard series

Wellspring chairs Single Glass Cape Cod Series

SIZE

8'x12'

SUZE

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== 16 PAYMERS - podestian florm anderdidender standardhaf standard
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== 18 PAYMER GRAIN See mechanical drawings for details
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-- 13 CONCRETE SIDEWALK — 25 per City of Surrey Standards -- 14 VEHCULAR CONCRETE -- 15 CAST IN PLACE CONCRETE PAVING- PEDESTRIAN

AN INCEPENDENT SOIL TEST TO BE PROMODED I WEDS PROPARED END OF 1 YEAR WARRANTY PERIOD CONTRACTOR TO PROVICE SOIL AMMERICANDERS TO BRING SOIL LIP TO CONTRACTOR TO PROVICE SOIL AMMERICANDERS TO BRING SOIL LIP SOUS REPORT.

STEE PROPERTIES

EXAMPLE PASTING SURGRADE CONDITIONS AND SIGNEY ACCEPTANCE IN WAITING TO THE CONSISTANT.

ASCEPTAIN THE SIZE AND LOCATION OF ALL EXISTING SERVICES AND SUBGRADES PRICE TO THE WORK.

NAMEDIA TELY REPAIR DAMAGE REBULTING FROM FAILURE TO EXERCISE SUCH PRECAUTIONS AT NO COST TO THE OWNER.

ALL PRIMARY TO BE IN ACCORDANCE WITH THE BOLINARIOSIA STANDARDS CURRENT EXITION.

PLANT COURTS

11 THE DUSC OF MAY DISCIREPANCY SETMEDN PLANT COUNTS ON PLANT LIST AND
PLANT STANDOLD ON DRAWING, THE OPPARANCES TAKES PROCEDENT. THE CONTRACTOR
IS TO VERBY ALL PLANT COUNTS AND NOTBY CONSULTANT OF ANY DISCREPANCY.

MANUFACTURER COMMENT

MANUFACTURER COMMENT

Abbotsford Concrete Abbotsford Concrete Abbotsford Concrete Abbotsford Concrete Abbotsford Concrete Pavers over pedestate

Design/build

to be spec'd Barkman Bake Parking Landscape Forms custom

SynLawn Landscape Forms

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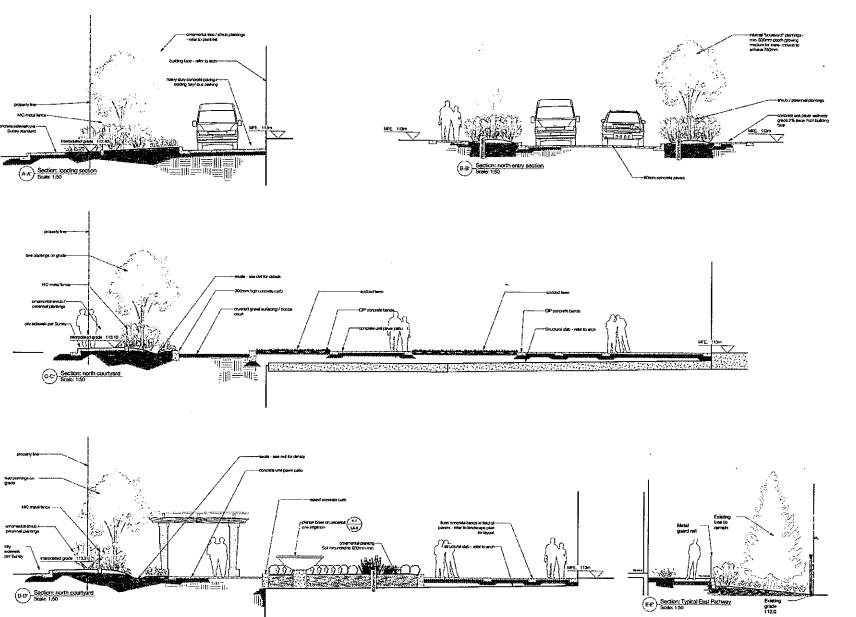
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Abby Lane Retirement Residences 15331 & 15333 16th Avenue, Surrey BC

Landscape Schedules and Notes

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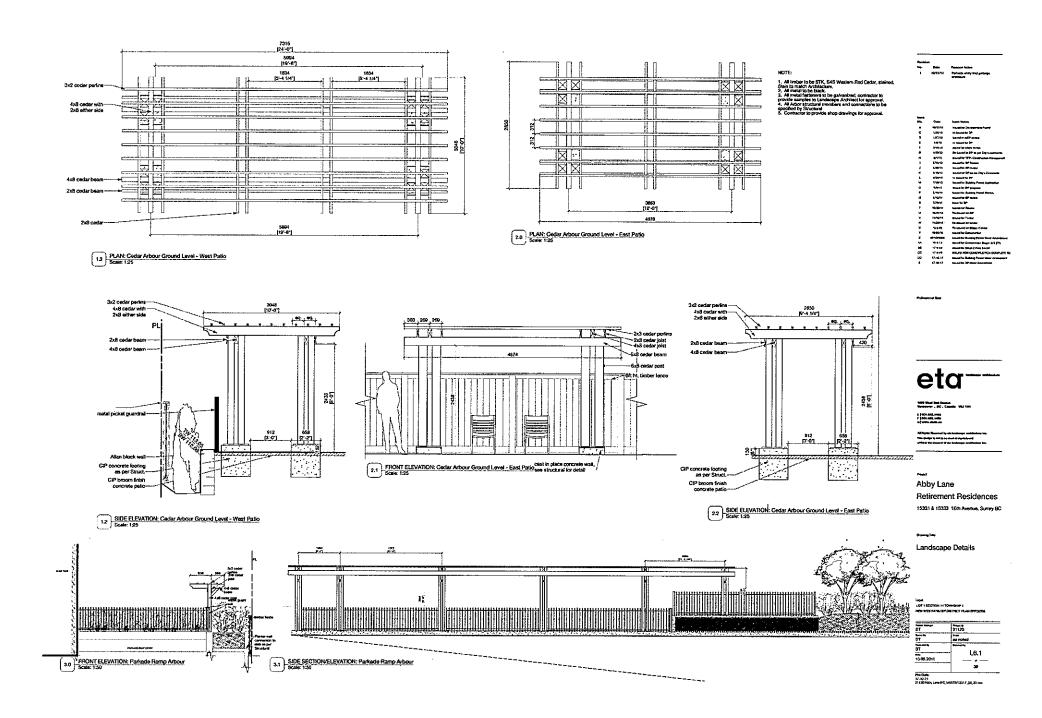
Abby Lane Retirement Residences 15331 & 15331 16th Avenue, Surrey BC

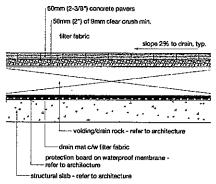
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Landscape Sections

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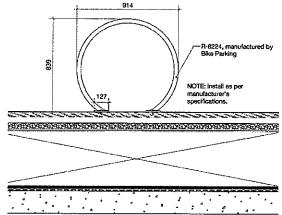




18"x18" concrete unit pavers paver pedestals structural stab and build-up- refer to

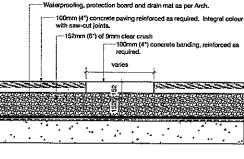
18 Detait Unit paving- Pedestran

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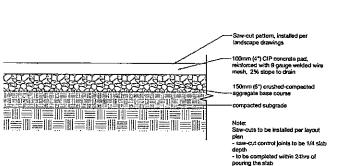
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Dotal: Bike racks



Detail: Concrete paying/ vehicular paying





Note:

Concrete joints as per MMCD Standards:

Octal: Concrete paving at grade - Pedestrian

- Control joints to be 1/4 thickness of slab provided at 3m MAX o.c.
- Decorative saw-cut pattern to be installed per layout plan,
- Saw-cuts to be completed within 24hrs of pouring the slab.



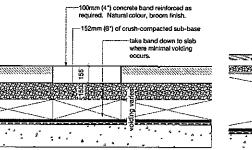
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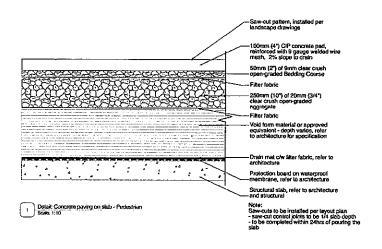
Abby Lane Retirement Residences 15331 & 15333 16th Avenue, Surrey BC

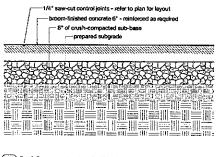
Landscape Details

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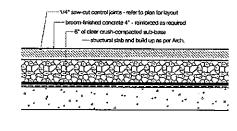


- Expansion joints c/w expansion joint material to be provided 9m MAX, o.c., and where structures such as wall, stairs and curbs meet concrete paving.





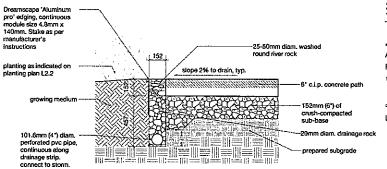
Detail: Concrete paving at grade - Vehousar Scale: 1:10



Detail; Concrete poving on stab - Vehicular Scale: 1:10



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5 Detail: Drainage Strip Scale: 1:10



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Abby Lane
Retirement Residences
15331 & 15333 16th Avenue, Surrey BC

Drawing Table

Landscape Details

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CITY OF SURREY

BY-LAW NO.

A by-law to authorize the City of Surrey to enter into a Housing Agreement

WHEREAS the City of Surrey has received an application to enter into a housing agreement;

AND WHEREAS Section 483 of the <u>Local Government Act</u>, R.S.B.C. 2015 c. 1, as amended (the "*Local Government Act*"), empowers the Council or the City of Surrey to enter into a housing agreement.

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The City of Surrey is hereby authorized and empowered to enter into a housing agreement in the form attached hereto as Schedule A and forming part of this By-law (the "Housing Agreement") with the following party:

Prime Time (Abby Lane) Inc. 1012 – 120 Adelaide Street West Toronto, ON M5H 1T1

and with respect to that certain parcel or tract of lands and premises, situate lying and being in the City of Surrey, in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: 029-288-576 Lot A Section 14 Township 1 New Westminster District Plan EPP27545

15333 16 Avenue

(the "Lands")

2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.

3.	The City of Surrey shall file in the Land Title Office a notice against the Lands in				
	accordance with Section 483 of the Local Government Act, that the Lands are sul	bject to			
	the Housing Agreement.				
4. This By-law shall be cited for all purposes as "Prime Time (Abby Lane) Inc. Ho					
	Agreement, Authorization By-law, 2018, No"				
PASSE	ED THREE READINGS on the day of, 2017.				
RECO	NSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed	d with the			
Corpoi	orate Seal on the day of, 2017.				
	MAY	YOR			
	CLE	RK			

HOUSING AGREEMENT

C 1

1H15	AGREEMENT is made as of the day of	, 2017.			
BETWEEN:					
	PRIME TIME (ABBY LANE) INC. [Incorporation #BC0967476]				
	#1202 - 120 Adelaide Street West, Toronto, Ontario (M5H 1T1)				
		(the "Owner")			
		OF THE FIRST PART			
AND:					
	CITY OF SURREY				
13450 104 Avenue, Surrey, British Columbia (V3T 1V8)		78)			
		(the "City")			
		OF THE SECOND PART			

WHEREAS:

THE ACRES OF THE

A. The Owner is the current registered owner of those certain lands and premises located at 15333 – 16 Avenue, Surrey, BC

PID 029-288-576, Lot A Section 14 Township 1 New Westminster District Plan EPP27545 (the "Lands");.

- B. The Owner proposes to develop the Lands with a residential retirement facility comprised of 28 condominium independent living units, 32 rental independent living units, 58 rental independent living units allowing some assisted living care services and a community care rental facility of up to 63 units for a total of up to 181 units for occupancy by Qualified Occupants (as hereinafter defined) and 2 units for occupancy by guests of Qualified Occupants (as hereinafter defined) (the "Development").
- C. The Owner has requested the City to amend Development Permit No. 7906-0454-00 and to rezone the Lands to permit a seniors residential retirement and community care facility and it is a condition of approving the relevant Development Permit and rezoning that the parties enter into this Agreement in order to restrict the occupancy of every Independent Living Unit and Community Care Facility Unit (as hereinafter defined) to be constructed on the Lands.
- D. Section 483 of the *Local Government Act*, R.S.B.C. 2015 c. 1, as amended, authorizes the City, by by-law to enter into a housing agreement and file a notice of same in the Land Title Office following which the housing agreement is binding on all persons who acquire an interest in the land affected by that agreement.

- 2 -

NOW THEREFORE THIS AGREEENT WITNESSES that in consideration of the premises, the respective covenants and agreements of the Parties as hereinafter set out and the sum of \$1.00 and other good and valuable consideration paid by the City to the Owner (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto covenant and agree each with the other as follows:

1. <u>DEFINED TERMS</u>

- In and for the purpose of this Agreement, the following terms shall have the following meanings:
 - (a) "CCALA" means the Community Care and Assisted Living Act, S.B.C., 2002, c.75, as amended;
 - (b) "Community Care Facility Unit" means each of the 63 units / beds of the Development to be constructed by the Owner upon the Lands that will be available to a Qualified Occupant and designated as a "community care facility" as defined by the *CCALA*;
 - (c) "Guest Housing Unit" means each of the 2 dwelling units of the Development to be constructed by the Owner upon the Lands that will be available for occupancy by guests of a Qualified Occupant;
 - (d) "Independent Living Unit" means each of the 28 strata lots comprising independent dwelling units, 32 rental independent living units and 58 rental assisted living units of the Development to be constructed by the Owner upon the Lands that will be available to a Qualified Occupant;
 - (e) "Qualified Occupant":
 - [i] With respect to an Independent Living Unit means a Senior (as hereinafter defined) and all persons who qualify as a Spouse of a Qualified Occupant of an Independent Living Unit with respect to an Independent Living Unit; and
 - [ii] With respect to a Community Care Facility Unit means a Senior (as hereinafter defined) who is a "person in care" as defined in the *CCALA*.
 - (f) "Senior" means a person who is at least 55 years of age; or a person who is deemed to be physically disabled by a doctor and therefore requires the same type of living facility as if 55 years of age or older;
 - (g) "Spouse of a Qualified Occupant of an Independent Living Unit" means a person living in a spousal relationship with a Qualified Occupant and includes a person who was the spouse of a Qualified Occupant who resided in an Independent Living Unit at the time of the Qualified occupant's death and "Spouses of Qualified Occupants" means all persons who qualify as a Spouse of a Qualified Occupant of an Independent Living Unit;
 - (h) "**Term**" means the period commencing on the date of this Agreement and continuing in full force and effect in perpetuity or until this agreement is set aside by the mutual consent, in writing, of the Parties or by the operation of law; and
 - (i) "this Agreement" means this Housing Agreement, and any amendments or modifications of same.
- 2. OCCUPANCY OF UNITS RESTRICTED TO QUALIFIED OCCUPANTS

- During the Term, no Independent Living Unit (other than a Guest Housing Unit) may be occupied by any person who is not a Qualified Occupant or a Spouse of a Qualified Occupant of an Independent Living Unit, and no Community Care Facility Unit (other than a Guest Housing Unit) may be occupied by any person who is not a Qualified Occupant. The City may from time to time request the Owner to provide written proof of compliance with this paragraph and the Owner agrees to provide the City with such proof in a form reasonably satisfactory to the City.
- If the Owner fails to enforce compliance with the terms and conditions of paragraph 2.1, then it is specifically understood and agreed that the City shall be entitled, but shall not be obliged, to enforce the terms and conditions of this Agreement as against the Owner or against any person who is not a Qualified Occupant of an Independent Living Unit or Community Care Facility Unit. For the purpose of this Agreement, the Owner, without the need of further authorization, writings or documents, hereby irrevocably appoints the City as its agent with respect to the enforcement of this Agreement as against any person who is not a Qualified Occupant of an Independent Living Unit or Community Care Facility Unit and with respect to exercising all remedies set out in this Agreement and all other remedies available at law to the Owner as against such person or persons.

3. LIABILITY

- 3.1 The Owner will indemnify and save harmless the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns, of and from all claims, demands, actions, liens, 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 reason of or arising out of the failure of any person to comply with the terms and conditions of this Agreement including but not limited to allowing or acquiescing to the occupancy of an Independent Living Unit or Community Care Facility Unit by a person other than a person or persons qualified to occupy an Independent Living Unit or Community Care Facility Unit under the terms of this Agreement.
- Provided the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns, of and from an and all claims, demands, loans, damages, economic loss, costs and liabilities which any of them now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are being encumbered by and affected by this Agreement.

4. NOTICES

- Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the property party as follows:
 - [a] as to the City:
 - 13450 104th Avenue Surrey, B.C. (V₃T 1V8) Attention: General Manager of Planning and Development Department;
 - [b] as to the Owner:

#1202 - 120 Adelaide Street West Toronto, Ontario (M5H 1T1);

or such other address as such party may direct by five (5) business days notice in writing to the other party. Any notice or other document to be given or delivered pursuant to this Agreement will be sufficiently given or delivered to the particular party at its address set out or determined in accordance with this paragraph and shall be deemed complete two (2) days after the day of delivery.

It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement such documents or notice shall be delivered and not mailed.

5. **GENERAL**

- 5.1 Nothing in this Agreement:
 - [a] affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land; or
 - [b] relieves the Owner, Qualified Occupants, Spouses of Qualified Occupants, Caregivers and Resident Managers from complying with any enactment, including the City's by-laws, in relation to the use or subdivision of the Lands, save as excepted in this Agreement.
- An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 5.3 Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.
- This Agreement shall be construed in accordance with and governed by the law of the Province of British Columbia.
- 5.5 If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, 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.
- Upon request by the City, the Owner, Qualified Occupants or Spouses of Qualified Occupants will promptly do such acts and execute such documents as the City may reasonably require, in the reasonable opinion of the City, to give effect to this Agreement.
- 5.7 This is the entire agreement between and among the parties concerning the subject matter of this Agreement and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 5.8 This Agreement may be enforced by prohibitory and mandatory court order of the Court. In any action to enforce this Agreement, the City shall be entitled to Court costs on a solicitor and own client basis.
- This Agreement shall ensure to the benefit of and be binding upon the Owner and its successors, trustees and assigns and all parties claiming through them and this Agreement shall ensure to the benefit of and be binding upon the City and its administrators, successors and assigns.
- 5.10 From and after such time as the Owner ceases to have a legal interest in the Lands, the personable liability of the Owner shall likewise cease with respect to all liability arising by reason of an act or omission, whether by breach, default or otherwise with respect to the provisions of this Agreement, occurring after the Owner ceases to have any further interest in the relevant Lands, but the terms of this Agreement shall run with the Lands and be binding on each and every legal and beneficial owner of the Lands from time to time.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

Prime Time (Abby Lane) Inc		
John Hitchcock Hitch	ally signed by John ncock : 2017.11.23 18:51:29 -05'00'	
John Hitchcock		
Judy Freeman Free	itally signed by Judy eman e: 2017.11.23 19:27:10 -05'00'	
Judy Freeman		
City of Surrey		
by its authorized signatories:		
Linda Hepner, Mayor		
Jane Sullivan, City Clerk		