#### City of Surrey ADDITIONAL PLANNING COMMENTS Application No.: 7922-0283-00

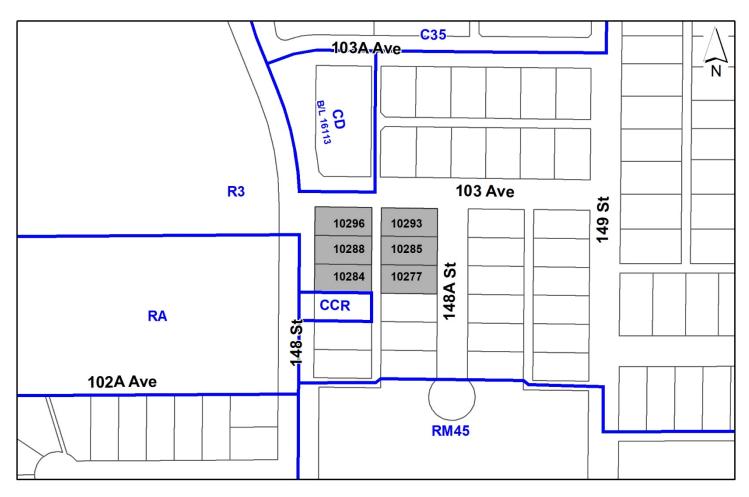
Planning Report Date: November 18, 2024

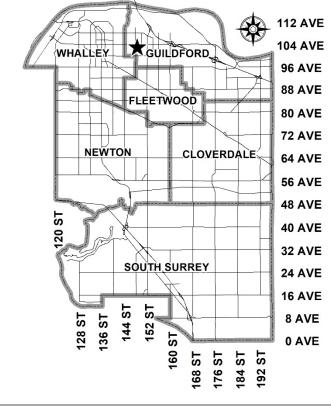
#### **PROPOSAL:**

- Development Permit Amendment
- Housing Agreement

to permit the development of a 6-storey market rental apartment building in Guildford.

LOCATION:	10293 – 148A Street
	10285 – 148A Street
	10277 – 148A Street
	10284 – 148 Street
	10288 – 148 Street
	10296 – 148 Street
ZONING:	R3
OCP DESIGNATION:	Multiple Residential
TCP DESIGNATION:	Low to Mid Rise Residential





Page 2

# **RECOMMENDATION SUMMARY**

- Council file Housing Agreement Bylaw No. 21291.
- A Bylaw be introduced authorizing Council to enter into a new Housing Agreement and the Bylaw be given First, Second and Third Reading.
- Approval to draft a revised Development Permit for Form and Character.

#### **RATIONALE OF RECOMMENDATION**

- At the Regular Council Public Hearing Meeting on June 24, 2024, Council granted Third Reading to Development Application No. 7922-0283-00 which involved the following:
  - An OCP Text Amendment to permit a higher density than permitted under the "Multiple Residential" designation;
  - Rezoning from "Urban Residential Zone (R<sub>3</sub>)" to "Comprehensive Development Zone (CD)";
  - A Development Permit to allow for the construction of a 6-storey apartment building consisting of 157 market rental units as well as a 416 square metre atgrade child care centre; and
  - A Housing Agreement to secure a total of 157 dwelling units as market rental housing for a period of 25 years.
- Following the Regular Council Public Hearing Meeting, the applicant approached City staff to discuss the potential for replacing the daycare facility with additional market rental dwelling units. Staff are supportive of the proposal given this will allow for the construction of much needed market rental housing.
- City staff are seeking Council endorsement of the following proposed changes to this application, as outlined in this Additional Planning Comments Report:
  - Amending the in-stream Development Permit to allow for the construction of a 6storey apartment building with a total of 162 market rental dwelling units; and
  - Amending the in-stream Housing Agreement to secure all 162 dwelling units as market rental for a period of 30 years.
- All other aspects of the original development proposal, as presented to Council at the Regular Council Public Hearing Meeting on June 24, 2024 remain unchanged.

#### RECOMMENDATION

The Planning & Development Department recommends that:

- 1. Council file Housing Agreement Authorization Bylaw, 2024, No. 21291.
- 2. A Bylaw be introduced authorizing Council to enter into a new Housing Agreement and the Bylaw be given First, Second and Third Reading.
- 3. Council authorize staff to draft Development Permit No. 7922-0283-00 generally in accordance with the attached revised drawings (Appendix I).
- 4. Council instruct staff to resolve the following issues prior to final adoption:
  - (a) complete all outstanding issues identified in the original Planning & Development Report for Development Application No. 7922-0283-00, dated June 10, 2024; and
  - (b) the applicant is required to enter into a new Housing Agreement with the City to secure all 162 dwelling units proposed on-site as market rental dwelling units for a period of thirty (30) years.

#### SITE CONTEXT & BACKGROUND

- Development Application No. 7922-0283-00 was granted Conditional Approval by Council at the Regular Council Public Hearing Meeting on June 24, 2024. The original proposal included the following:
  - An OCP Text Amendment to permit a higher density than permitted under the "Multiple Residential" designation;
  - Rezoning from "Urban Residential Zone (R<sub>3</sub>)" to "Comprehensive Development Zone (CD)";
  - A Development Permit to allow for the construction of a 6-storey apartment building consisting of 157 market rental units as well as a 416 square metre atgrade child care centre; and
  - A Housing Agreement to secure a total of 157 dwelling units as market rental housing for a period of 25 years.
- Following the Regular Council Public Hearing Meeting, the applicant approached City staff to discuss the potential for replacing the daycare facility with additional market rental dwelling units. City staff support the proposal given it will allow for the construction of much needed market rental housing.

#### DEVELOPMENT PROPOSAL

#### **Planning Considerations**

- In order to accommodate the revised proposal, staff are seeking Council endorsement of the following proposed changes to this development application:
  - Amending the in-stream Development Permit to allow for the construction of a 6storey apartment building with a total of 162 market rental dwelling units; and
  - Amending the in-stream Housing Agreement to secure all 162 dwelling units as market rental for a period of 30 years.
- This will require that Council rescind First, Second and Third Reading of the original Housing Agreement Bylaw (No. 21291). In support of the current proposal, the applicant has volunteered to enter into a thirty (30) year Housing Agreement with the City.

#### Referrals

Engineering:	The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements, as outlined in the original Planning & Development Report from June 10, 2024.
School District:	The School District has advised that there will be approximately 30 school-age children generated by this development, of which the School District has provided the following expected student enrollment.
	17 Elementary students at Hjorth Road Elementary School 8 Secondary students at Guildford Park Secondary School
	(Appendix II)
	Note that the number of school-age children is greater than the expected enrollment due to students attending private schools, home school or different school districts.
	The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Spring, 2027.
Parks, Recreation & Culture:	No concerns.
Surrey Fire Department:	No concerns.

Page 5

Advisory Design Panel:	At the Regular Council – Land Use meeting on December 18, 2023, Council endorsed Corporate Report No. R214 (2023) which amended the Terms of Reference of the City's Advisory Design Panel (ADP) which permits multi-family proposals that are 6-storeys or less, and supported by City staff, to proceed to Council for By-law introduction, without review and/or comment from the ADP.
	The subject development proposal is generally supported by City staff and the applicant has agreed to resolve any outstanding items, to the satisfaction of the Planning and Development Department, prior to consideration of Final Adoption of the Rezoning By-law as well as issuance of the Development Permit.

# **POLICY & BYLAW CONSIDERATIONS**

# Zoning Bylaw Compliance (CD Bylaw No. 21290)

- The applicant has confirmed the proposed replacement of the child care centre with at-grade market rental units will comply with all aspects of CD Bylaw No. 21290, which received Third Reading from Council on June 24, 2024.
- A comparison of CD Bylaw No. 21290, the previous proposal (i.e. a mixed-use development with a child care centre) and current proposal (i.e. a residential development) can be found in the following table:

#### Application No.: 7922-0283-00

Page 6

	CD Bylaw No. 21290	Previous Proposal	Current Proposal
Unit Density:	N/A	N/A	N/A
Floor Area Ratio:	2.96	2.96	2.96
Lot Coverage:	53%	53%	53%
Yards and	East: 5.5 metres	East: 5.5 metres	East: 5.5 metres
Setbacks:	West: 5.5 metres	West: 5.5 metres	West: 5.5 metres
	South: 4.0 metres	South: 4.0 metres	South: 4.0 metres
	North: 5.5 metres	North: 5.5 metres	North: 5.5 metres
Principal Building	22 metres	22 metres	22 metres
Height:			
Permitted Uses:	Multiple unit	Multiple unit	Multiple unit
	residential buildings	residential	residential
	Ground-oriented	buildings	buildings
	Multiple Unit	Ground-oriented	Ground-oriented
	residential buildings	Multiple Unit	Multiple Unit
	Child Care Centres	residential	residential
		buildings	buildings
		Child Care Centres	Child Care Centres
Amenity Space:			
Indoor Amenity:	486 square metres	622 square metres	The proposed 378.42 square metres plus CIL meets the Zoning Bylaw requirement
Outdoor Amenity:	486 square metres	487 square metres	The proposed 551.64 square metres exceeds the Zoning Bylaw requirement
Parking (Part 5)	Required	Previous Proposal	Current Proposal
Number of Stalls		1	
Residential:	130 spaces	131 spaces	179 spaces
Residential Visitor:	16 spaces	16 spaces	18 spaces
Daycare Staff:	N/A	8 spaces	N/A
Daycare Drop Off:	N/A	12 spaces	N/A
Total:	146 spaces	167 spaces	197 spaces
Accessible:	3 spaces	3 spaces	3 spaces
Bicycle Spaces:		1	
Residential Secure:	194 spaces	194 spaces	194 spaces
Residential Visitor:	6 spaces	6 spaces	6 spaces

- With the exception of replacing the child care centre with additional at-grade market rental units, all other aspects of the original proposal, as presented to Council at the Regular Council Public Hearing Meeting on June 24, 2024, remain unchanged.
- As such, no amendment is required to either the OCP Amendment Bylaw (No. 21289) or Rezoning Bylaw (No. 21290) given there is no change in permitted land-uses, density, lot coverage, building height, on-site parking, minimum building setbacks, etc.

# PUBLIC ENGAGEMENT

• Updated pre-notification letters were sent on September 5, 2024 and updated Development Proposal Signs were installed on November 1, 2024. To date, staff have not received any responses from neighbouring residents.

# **DEVELOPMENT PERMITS**

#### **Development Permit Amendment**

- The applicant is proposing to replace the at-grade child care centre with additional market rental dwelling units. Staff are supportive of the proposed changes given this will also provide a broader community benefit by allowing for the construction of much needed market rental housing.
- The applicant will continue to work with City staff on the overall design and character of the proposed development to ensure the replacement of the child care centre with additional atgrade market rental units will complement the original building design as well as provide an attractive addition to the surrounding neighbourhood. The proposed changes will be captured through a revised in-stream Development Permit.

#### INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

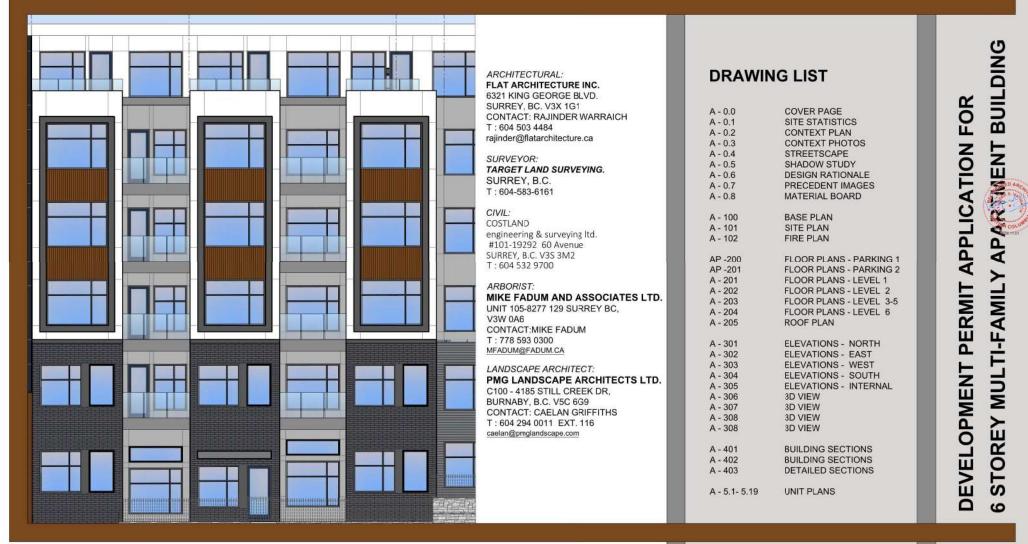
Appendix I.
Appendix II.
Appendix III.
Appendix III.
Appendix III.
Appendix IV.
Broposed Housing Agreement
Initial Planning Report No. 7922-0283-00, dated June 10, 2024

approved by Shawn Low

Ron Gill Acting General Manager Planning and Development

MRJ/cb

# 6 STOREY RESIDENTIAL DEVELOPMENT



r				1								
	SITE STA	TISTICS										
CUUC ADDRESS	1	10001 10007 110 10000	101.07 6. 00	-								
CIVIC ADDRESS:		10284-10296 148 St, 10277 - 10293	148A ST., Surrey BC									
LEGAL DISCRIPTION ZONING				-								
ZUNING	1	RA TO CD BASED ON RM 70		-								
		RA TO CO BASED ON RM 70		1								
GROSS SITE AREA	44885 ft2	4170 m2										
LANE AREA	3670 ft2	341 m2		1								
GRAND TOTAL GROSS AREA		4511 m2		1								
ROAD DEDICATIONS:	3114 ft2	289 m2										
NET AREA:	45442 ft2	4222 m2		1								
10720 001077.0V				1								
SETBACK	1. 			1								
	NORTH	5.5 m		1								
	SOUTH	4.0 m		]								
	EAST:	5.5 m										
	WEST:	5.5 m		22								
LOT COVERAGE		I				- 04	UNIT MIX SCH	EDUIE				
D C NI C TH	PROPOSED	53%				1/02	UNIT MIX SCH	EDULE				
DENISTY	PROPOSED.	12441 10 / 4011 - 2 75 011 05 011										
	PROPOSED	12441.18 / 4511 = 2.75 ON GROSS		Floor Level	Studio	Town Home	1 Bed	2 Bed	1 Bed + Den	2 Bed + Den	3 Bed	Total Units pe
BUILDING FLOOR AREA		12441 / 4222 = 2.95 on NET (EXCLUDING PARKING)		LVL 1		6	4	1	7	3	1	22
RESIDENTIAL BUILDING	1	EXCLUDING PARKING)	TX WITH IN EASIER ODE	LVL 2			4	2	6	2	1	15
LEVELS	sq ft	sq m	A WITH IN ENVELOPE	LVL 3			5	7	6	4	2	24
1	19,567.23 Sq.Ft.	1817.86 sq.m.	22 UNITS	LVL 4			5	5	13	5	2	30
2	11,816.94 Sq.Ft.	1097.83 sq.m.	15 UNITS	LVL 5			6	5	11	6	1	29
3	23,878.84 Sq.Ft.	2218.42 sq.m.	24 UNITS	LVL 6			12	3	5	5	2	27
4	23,782.26 Sq.Ft.	2209.44 sq.m.	30 UNITS	LVL 7	2		3	3	5	2		15
5	23,021.20 Sq.Ft.	2138.74 sq.m.	29 UNITS	TOTAL	2 UNITS	6 UNITS	39 UNITS	26 UNITS	53 UNITS	27 UNITS	9 UNITS	162 UNIT
6	21,445.52 Sq.Ft.	1992.35 sq.m.	28 UNITS	history and here								
7	10,403.80 Sq.Ft.	966.54 sq.m.	14 UNITS	1								
TOTAL APARTMENT AREA			162 UNITS	1								
				1								
TOTAL AREA FOR FSAR CACL	133,915.79 Sq.Ft.	12441.18 sq.m.		]								
OUTDOOR AMENITY:	4		Y I	]								
	REQUIRED	PROVIDED										
	162 X 3= 486 M2	551.64 m2 (AT GROUND LEVEL )										
		1										
INDOOR AMENITY												
	REQUIRED	PROVIDED										
	163 X 3= 486 m2	270.42										
PARKING	TOTAL AMENITY PROVIDED	378.42 m2		-								
PARKING	REQUIRED	PROVIDED										
RENTAL	162 x 1 = 162 STALLS	179 STALLS										
NENTAL.	102 x 1 = 102 STAFT2	17/2 51ALL5	-									
VISITORS PARKING		1		1								
VISITORS PARKING	162 x.1 = 16.2 STALLS	18 STALLS PROVIDED										
TOTAL SMALL STALLS	THE ALL - THE STALES		2 STALLS ( VIS)	1								
				1								
H/C PARKING												
H/C PARKING	REQD 2 PER 100											
H/C PARKING	REQD 2 PER 100 3 STALLS			- - -								
		PROVIDED 3		- - - -								
H/C PARKING BICYCLE PARKING	3 STALLS	PROVIDED 3										
	3 STALLS CLASS A - REQD 1.2 STALLS PER RES UNIT = 194	PROVIDED 3										
	3 STALLS CLASS A - REQD	PROVIDED 3										

American Ame

Unit 209- 6321 King George Blvd Surrey BC, V3X 1G1 www.fatarchitecture.ca contact@fatarchitecture.ca

> TE 6 SEP-23 0.0CET NO: I-247 ALE: DRAWN BY: NOTED R.W State State

A 0.1

SITE STATISTICS

LEVELS	UNIT NO.	UNIT TYPE	TOWNHOUSE	1 BD	1 BD+DEN	2 BED	2BD + DEN	3 BD	STUDIO	INDOOR AMENITY	OUTDOOR AMENITY	TOTAL
LVL 1	101	В					76.56		-			76.56
LVLI	101	C		-	-		70.50	78.6				78.6
	102	D	52.18					70.0				52.18
	103	D	52.18									52.18
	104	D	52.18		-							52.18
	105	D	52.18				-					52.18
	100	D	52.18				-					52.18
	108	D	52.18									52.18
	109	B3	ULIXO				72.51					72.51
	110	E4			40.79		, LIGE					40.79
	111	F3				63.71			8			63.71
	112	B2					69.71		1			69.71
	113	F2			63							63
	114	A	-	48.93								48.93
	115	A		48.93								48.93
	116	A		48.93	ti di							48.93
	117	A		48.9					1			48.9
	118	E2			59.04							59.04
	119	E1			56.16				1			56.16
	120	E			56.95							56.95
	121	E			56.95							56.95
	122	E			56.95							56.95
		TOTAL	313.08	195.69	389.84	63.71	218.78					1181.1
		INDOOR AMENITY								378.42		
		OUTDOOR AMENITY							. \$		551.64	
0.00000000000000		0.000							1			
LVL 2	209	B3					72.51		2		-	72.51
	210	E4			40.79							40.79
	211	F3			l l	63.71	contribution and					63.71
	212	B2					69.71					69.71
	213	F2				66.62		10100000				66.62
	214	C2		104471-00444				66.21	×		-	66.21
	215	A		48.58								48.58
	216	A		48.58								48.58
	217	A		48.58								48.58
	218	A		48.54								48.54
	219	E2			59.04				0			59.04
	220	E1			56.16				6			56.16
	221	E			56.95							56.95
	222	E			56.95						/	56.95
		E			56.95		1 1				1	56.95
	223	TOTAL	0	194.28	326.84	130.33	142.22	66.21	2			859.88

Apartment building development Apartment building development 10284-10296 148 Street 10277- 10293 148A St State 10277- 10293 148A St State CLENT: JASWINDER SINGH

DATE 2024-10-17 PROJECT NO: 21-247 SCALE: D AS NOTED F

UNIT STATISTICS

A 0.1A

DRAWN BY: R.W

1. 2004-0477 Ber GATE

IE BEAUD FOR CP FIDINESS

LVL 3	301	E7			56.55					56.55
Construction of the	302	B4					81.61			81.61
	303	C3						78.32		78.32
	310	F6				68.15				68.15
	311	B2					69.71		j	69.71
	312	F5				60.05				60.05
	313	A2		53.78						53.78
	314	F4				72.08				72.08
	315	B3					72.51			72.51
	316	E4			40.79					40.79
	317	F3				63.71				63.71
	318	B2					69.71			69.71
	319	F2				66.62				66.62
	320	C2						66.21		66.21
	321	F8				57.83				57.83
	322	A3		48.58						48.58
	323	A3		48.58						48.58
	324	A3		48.58						48.58
	325	F7				72.96				72.96
	326	E8			53.15					53.15
	327	E7			56.59					56.59
	328	E7			56.59					56.59
	329	E7			56.59					56.59
	330	A1		48.46					j.	48.46
		TOTAL	0	247.98	320.26	461.4	293.54	144.53		1467.71
LVL 4	401	E7			61.07	C ()				61.07
	402	B4		-			81.61			81.61
	403	C3		-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			78.32		78.32
	404	E9			50.9					50.9
	405	E9			50.9					50.9
	406	E9			50.9				l	50.9
	407	E9		-	50.9	12				50.9
	408	E9			50.9	7				50.9
	409	E10		-	52.09					52.09
	410	E9		-	53.18					53.18
	411	B2		-			69.71			69.71
	412	F5		the second sectors of	-	60.05		-		60.05
	413	A3		53.78		- 17				53.78
	414	F4					72.12			72.12
	415	B3		-			72.51			72.51
	416	E4		40.79		-				40.79
	417	F3.				63.71	91010100			63.71
	418	B2		-		1	77.71			77.71
	419	F2		_	-	66.62				66.62
		C2						66.21		66.21
	420					57.83				57.83
	421	F8		and the second s		57.05				
	421 422	F8 A3		48.58		57.05				48.58
	421 422 423	F8 A3 A3		48.58		57.05				48.58
	421 422 423 424	F8 A3 A3 A3								48.58 48.58
	421 422 423 424 425	F8 A3 A3 A3 F7		48.58		72.96				48.58 48.58 72.96
	421 422 423 424 425 425 426	F8 A3 A3 A3 F7 E8		48.58	53.15					48.58 48.58 72.96 53.15
	421 422 423 424 425 426 427	F8 A3 A3 F7 E8 E7		48.58	56.59					48.58 48.58 72.96 53.15 56.59
	421 422 423 424 425 426 426 427 428	F8 A3 A3 F7 E8 E7 E7 E7		48.58	56.59 56.59					48.58 48.58 72.96 53.15 56.59 56.59
	421 422 423 424 425 426 427 428 429	F8 A3 A3 F7 E8 E7 E7 E7 E7 E7		48.58	56.59 56.59 56.59					48.58 48.58 72.96 53.15 56.59 56.59 56.59
	421 422 423 424 425 426 426 427 428	F8 A3 A3 F7 E8 E7 E7 E7		48.58	56.59 56.59		373.66	144.53		48.58 48.58 72.96 53.15 56.59 56.59



LVL 5	501	E7		56.33					56.33
	502	B4		(100 M) 20000		81.5			81.5
	503	C3					78.32		78.32
	504	E9		50.9					50.9
	505	E7		50.9					50.9
	506	E7		50.9					50.9
	507	E7		50.9					50.9
	508	E9		50.9					50.9
	509	E9		52.09			0		52.09
	510	B2			0	53.18			53.18
	511	F5				69.71			69.71
	512	A3			60.05		1		60.05
	513	F4	53.78				1		53.78
	514	B3				72.12	-		72.12
	515	E4				72.51	-		72.51
	516	F3	40.79						40.79
	517	B2			63.71				63.71
	518	C1				69.71			69.71
	519	F8			67.27	0.011/0			67.27
	520	A4			57.05				57.05
	521	A4	47.45		1-04550		1	-	47.45
	522	A4	47.45						47.45
	523	F7	47.45					1	47.45
	524	E6			73.21				73.21
	525	ES		53.15					53.15
	526	ES		56.33	1 1				56.33
	527	E5		56.33	1				56.33
	528	A2		56.33	li li				56.33
	529	2008 C	48.46					-	48.46
		TOTAL	236.92	585.06	321.29	418.73	78.32		1688.78
LVL 6	601	E8	56.33		-			-	 56.33
	602	85				81.5			81.5
	603	C3				0110	78.28		78.28
	604	E10		51.33			70180		51.33
	605	E10		51.33					51.33
	606	E10		51.33					 51.33
	607	E10		51.33			-		51.33
	608	E11		54.55	1 1		78.5		 78.5
	609	51					10.3	32.41	 32.41
	610	B2				69.71		52.41	69.71
	611	F5			60.05	05.71			60.05
	612	A3	53.78		00.00				53.78
	613	F4	55/10		-	72.12	-	-	72.12
		B3				72.51	-		72.51
					+ +	14.34	-		40.79
	614		40.79						40.79
	614 615	E4	40.79		63.71				63 71
	614 615 616	E4 F3	40.79		63.71	69.71			63.71
	614 615 616 617	E4 F3 B2	40.79			69.71			69.71
	614 615 616 617 618	E4 F3 B2 C1	40.79	48 52	63.71 67.95	69.71			69.71 67.95
	614 615 616 617 618 619	E4 F3 B2 C1 F9		48.52		69.71			69.71 67.95 48.52
	614 615 616 617 618 619 620	E4 F3 B2 C1 F9 A4	43.35	48.52		69.71			69.71 67.95 48.52 43.35
	614 615 616 617 618 619 620 621	E4 F3 B2 C1 F9 A4 A4	43.35 43.35	48,52		69.71			69.71 67.95 48.52 43.35 43.35
	614 615 616 617 618 619 620 621 622	E4 F3 B2 C1 F9 A4 A4 A4 A4	43.35 43.35 43.35	48.52		69.71			69.71 67.95 48.52 43.35 43.35 43.35
	614 615 616 617 618 619 620 621 622 623	E4 F3 B2 C1 F9 A4 A4 A4 F9	43.35 43.35 43.35 43.35 48.66	48.52		69.71			69.71 67.95 48.52 43.35 43.35 43.35 43.35 48.66
	614 615 616 617 618 619 620 621 622 623 624	E4 F3 B2 C1 F9 A4 A4 A4 F9 E9	43.35 43.35 43.35 48.66 47.57	48.52		69.71			69.71 67.95 48.52 43.35 43.35 43.35 43.35 43.66 48.66 47.57
	614 615 616 617 618 619 620 621 622 623 624 625	E4 F3 B2 C1 F9 A4 A4 A4 F9 E9 E9 E8	43.35 43.35 43.35 43.35 43.66 47.57 51.04	48.52		69.71			69.71 67.95 48.52 43.35 43.35 43.35 48.66 47.57 51.04
	614 615 616 617 618 619 620 621 622 623 623 624 625 626	E4 F3 B2 C1 F9 A4 A4 A4 F9 E9 E8 E8 E8	43.35 43.35 43.35 48.66 47.57 51.04 51.04	48.52		69.71			69.71 67.95 48.52 43.35 43.35 43.35 48.66 47.57 51.04 51.04
	614 615 616 617 618 619 620 621 622 623 624 625	E4 F3 B2 C1 F9 A4 A4 A4 F9 E9 E9 E8	43.35 43.35 43.35 43.35 43.66 47.57 51.04	48.52		69.71			69.71 67.95 48.52 43.35 43.35 43.35 48.66 47.57 51.04



2	710				69.71					 69.71
	709 710				69.71				32.41	32.41 69.71
	711				09.71	60.05				 60.05
	712			53.78						53.78
1	713					-	72.12			72.12
	714			48.46						48.46
		TOTAL		153.28	249.19	183.22	142.98		32.41	761.08
	TOTAL					_				9309.49
	TOTAL		6 UNITS	39 UNITS	53 UNITS	26 UNITS	27 UNITS	9 UNITS	2 UNITS	162 UNI
	UNITS			10 10 10 10 10 10 10 10 10 10 10 10 10 1				1		120520 D. 010000



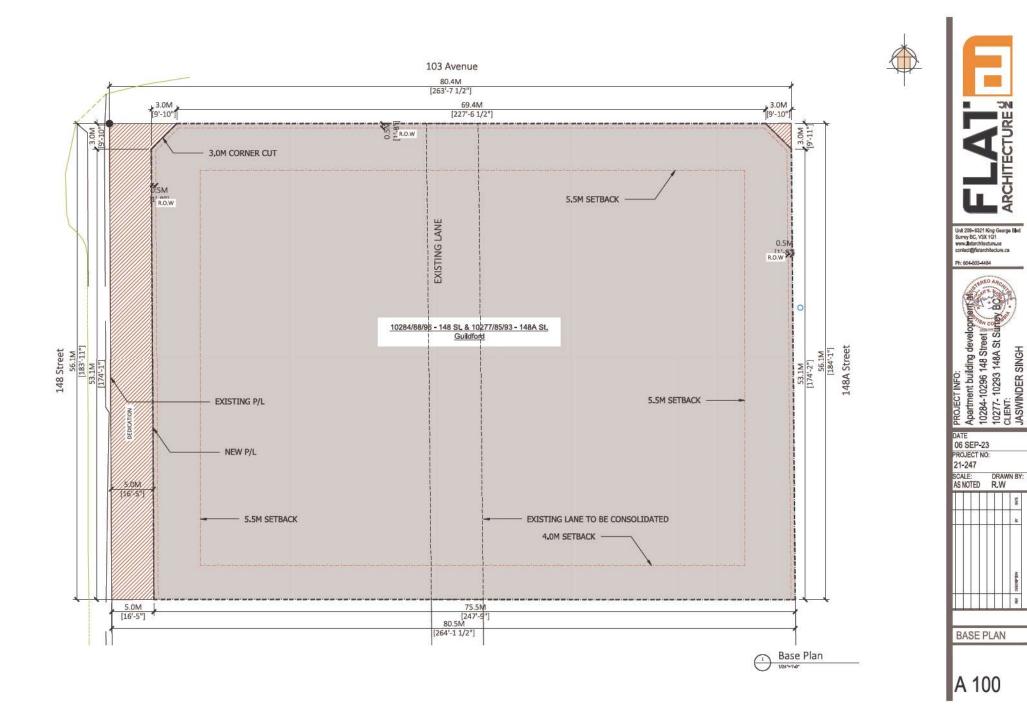
Unit 209-6321 King George Blvd Surray BC, V3X 1G1 www.flatarchitecture.ca contact@flatarchitecture.ca Ph: 604-503-4484



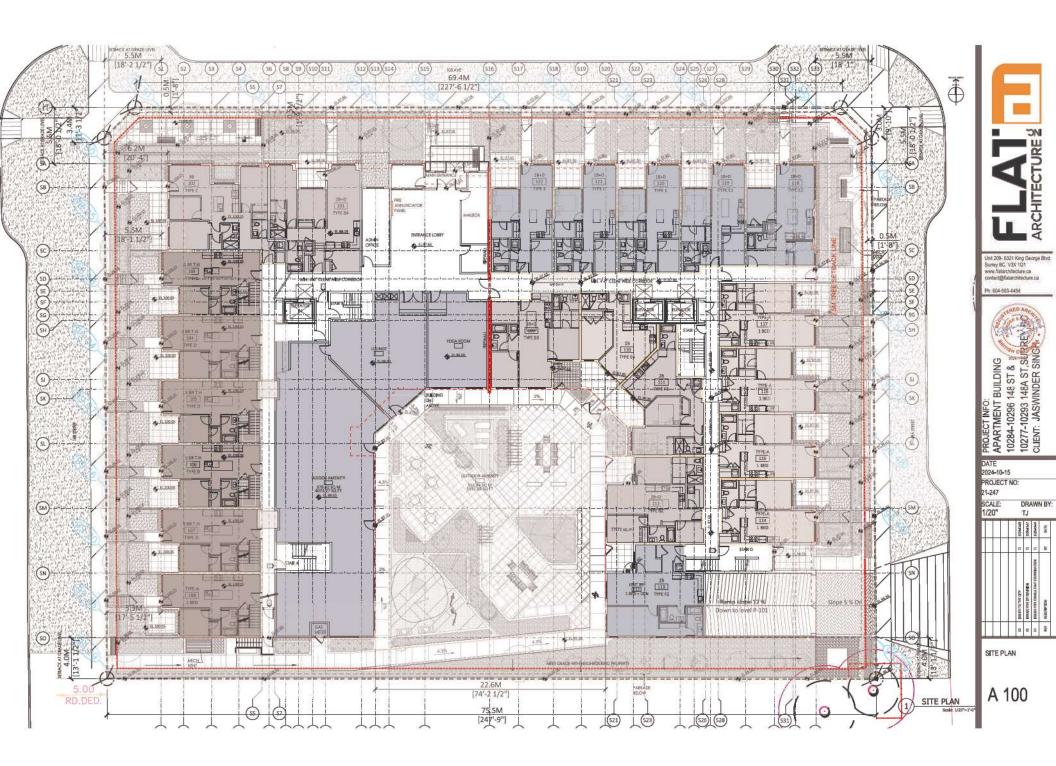


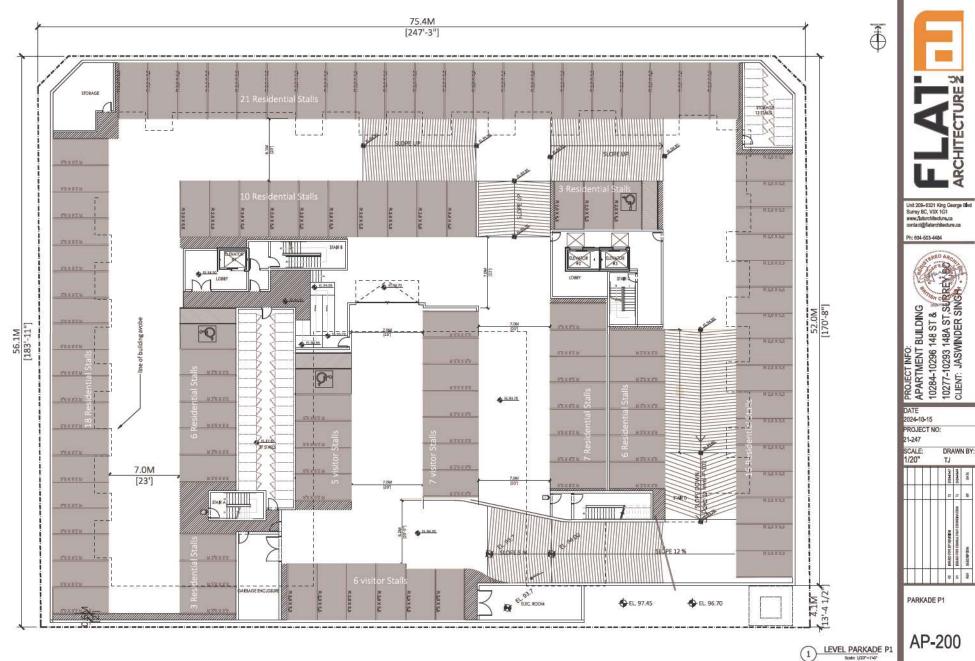
A 0.1D

STATISTICS

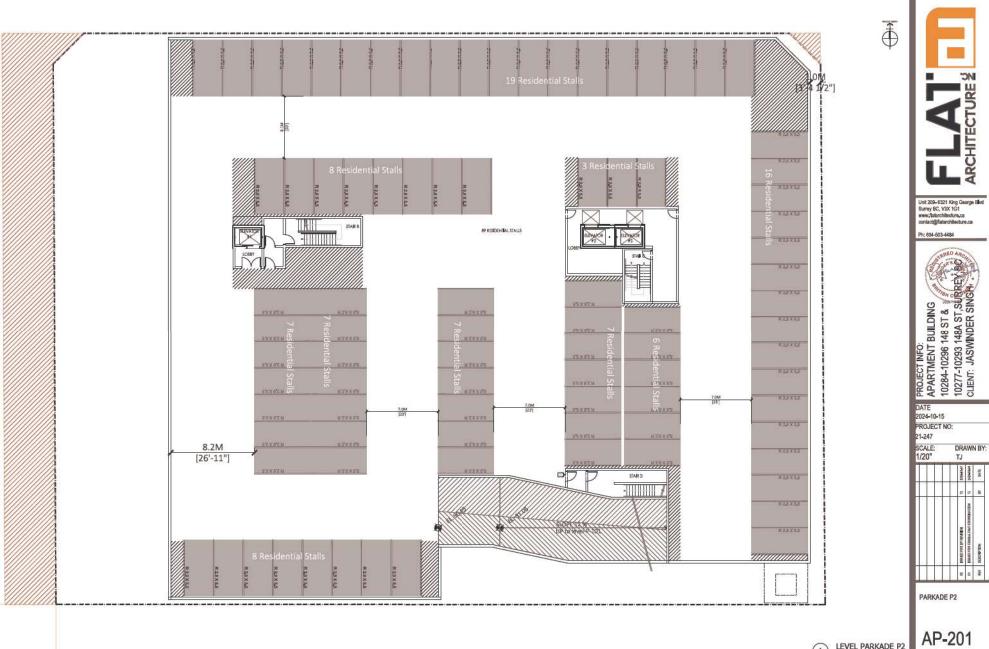




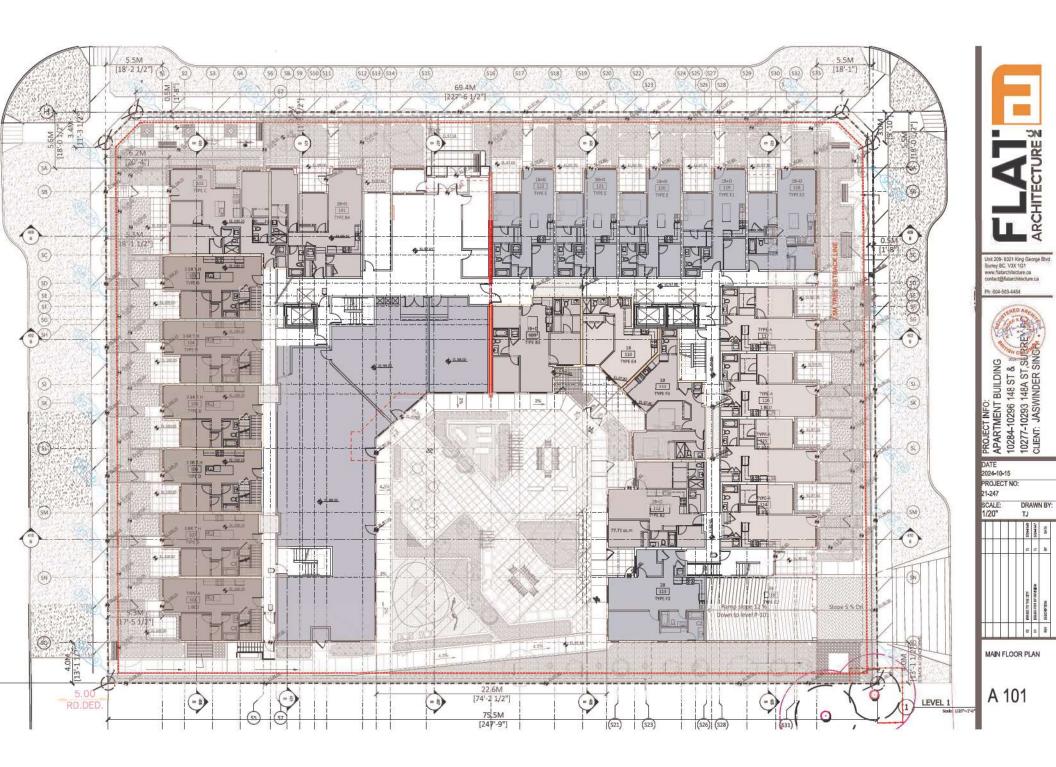




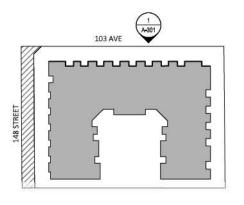
powers powers 2 2 k ISSUED FOR DP REMIEW ISSUED FOR DOWLIAL THAT D DESCRIPTION



1 LEVEL PARKADE P2 Scale: 1/20"=150"



1 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	/ EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (LIGHT GRAY)
2 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (WHITE)
3. EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HAI	RDIE OR SIMILAR) COLOR : (2124-20 TROUT GRAY)
4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE	
5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS)	COLOR : CHARCOAL GRAY OR SIMILAR
5 LEDGESTONE PRO STACKLITE (BLACK RUNDEL)	
7 EXTERIOR HIGH DENSITY FIBRE CEMENT LAP SIDING	(HARDIE OR SIMILAR) COLOR : ( LIGHT GRAY)





1 NORTH ELEVATION Scale: 1/10\*=1\*0\*

A-301

T

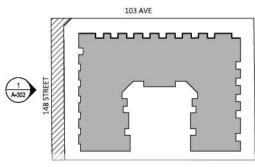
Unit 209-6321 King George Bivit Surrey BC, V3X 1G1 www.fatarchilecture.ca contact@fatarchilecture.ca

ľ	6		
			NC"
	<b>「</b>	1	CTURE
			Ë



WEST ELEVATION

A-302





1 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (LIGHT GRAY)

3 EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HARDIE OR SIMILAR) COLOR : (2124-20 TROUT GRAY)

4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE

5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS) COLOR : CHARCOAL GRAY OR SIMILAR

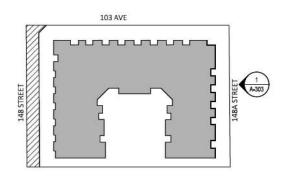
7 EXTERIOR HIGH DENSITY FIBRE CEMENT LAP SIDING (HARDIE OR SIMILAR) COLOR : ( LIGHT GRAY)

5 LEDGESTONE PRO STACKLITE (BLACK RUNDEL)

WEST ELEVATION (1)Scale: 1/16\*=140



1 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (LIGHT GRAY)
2 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (WHITE)
3 EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HAR	RDIE OR SIMILAR) COLOR : (2124-20 TROUT GRAY)
4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE	
5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS)	COLOR : CHARCOAL GRAY OR SIMILAR
6 LEDGESTONE PRO STACKLITE (BLACK RUNDEL)	
7 EXTERIOR HIGH DENSITY FIBRE CEMENT LAP SIDING	(HARDIE OR SIMILAR) COLOR : ( LIGHT GRAY)





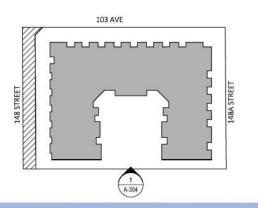


Unit 209-6321 King George Bint Surrey BC, V3X 1G1 www.flatarchilecture.ca contact@flatarchilecture.ca

Ph: 604-503-4484

1 EAST ELEVATION

1 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (LIGHT GRAY)
2 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (WHITE)
3 EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HAR	RDIE OR SIMILAR) COLOR : {2124-20 TROUT GRAY}
4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE	
5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS)	COLOR : CHARCOAL GRAY OR SIMILAR
6 LEDGESTONE PRO STACKLITE (BLACK RUNDEL)	
7 EXTERIOR HIGH DENSITY FIBRE CEMENT LAP SIDING	(HARDIE OR SIMILAR) COLOR : ( LIGHT GRAY)

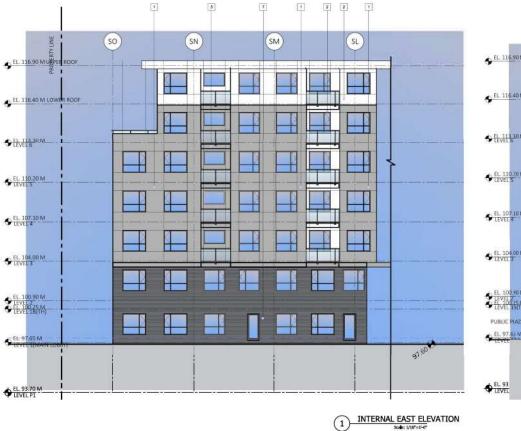




SOUTH ELEVATION

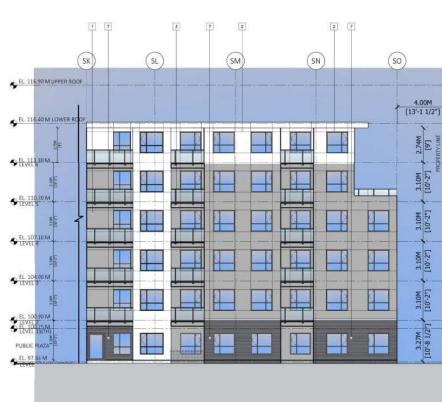
L

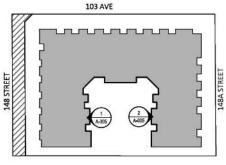
1 SOUTH ELEVATION Scale: 1/10"=1'-0"



Scale: 1/16"=1-0"

<ol> <li>EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W</li> </ol>	EASY TRIMS TO MATCH (HARD/E OR SIMILAR) COLOR : (LIGHT GRAY)
2 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (WHITE)
3 EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HAR	RDIE OR SIMILAR) COLOR : (2124-20 TROUT GRAY)
4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE	
5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS)	COLOR : CHARCOAL GRAY OR SIMILAR
6 LEDGESTONE PRO STACKLITE (BLACK RUNDEL)	
7 EXTERIOR HIGH DENSITY FIBRE CEMENT LAP SIDING	(HARDIE OR SIMILAR) COLOR : ( LIGHT GRAY)







Ph: 604-503-4484

SHED AA

PROJECT INFO: A PRATTMENT BUILDING 10284-10296 148 ST, SURREY BO 10277-10293 148A ST, SURREY BO CLIENT: JASWINDER SINCH. DATE 2024-10-15



parto fon of recyclow Bauto fon consultant of consultant SECSOFTAN a = 🖗

INTERNAL ELEVATIONS

A-305

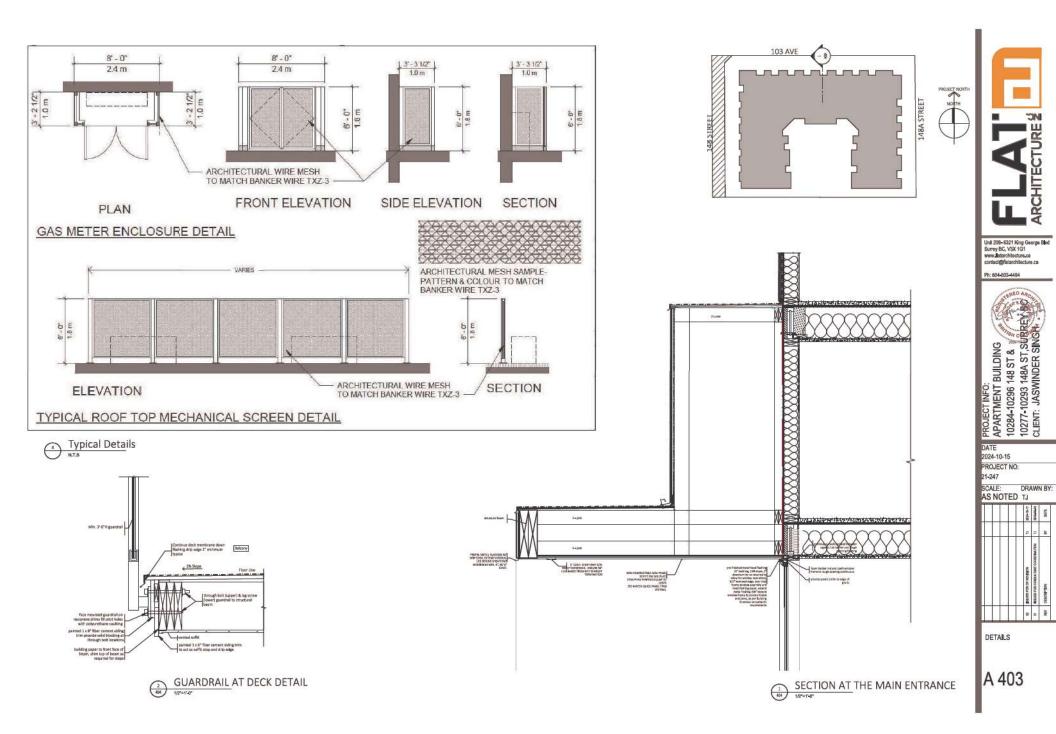
2 INTERNAL WEST ELEVATION State: 1/16"=1"0"



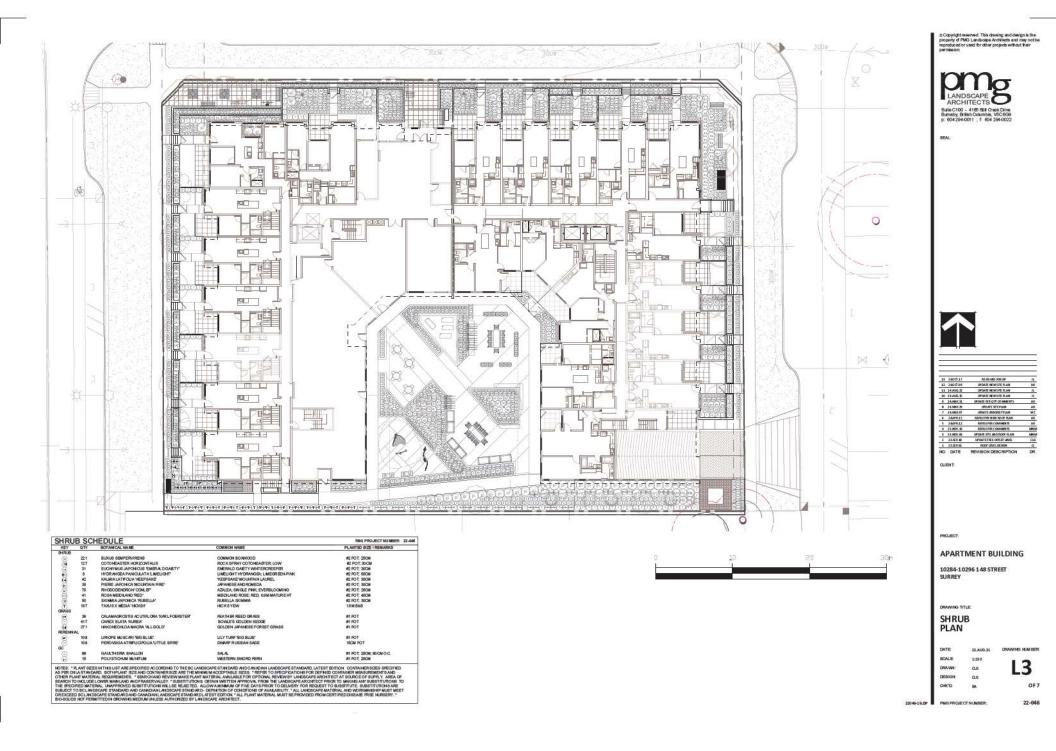


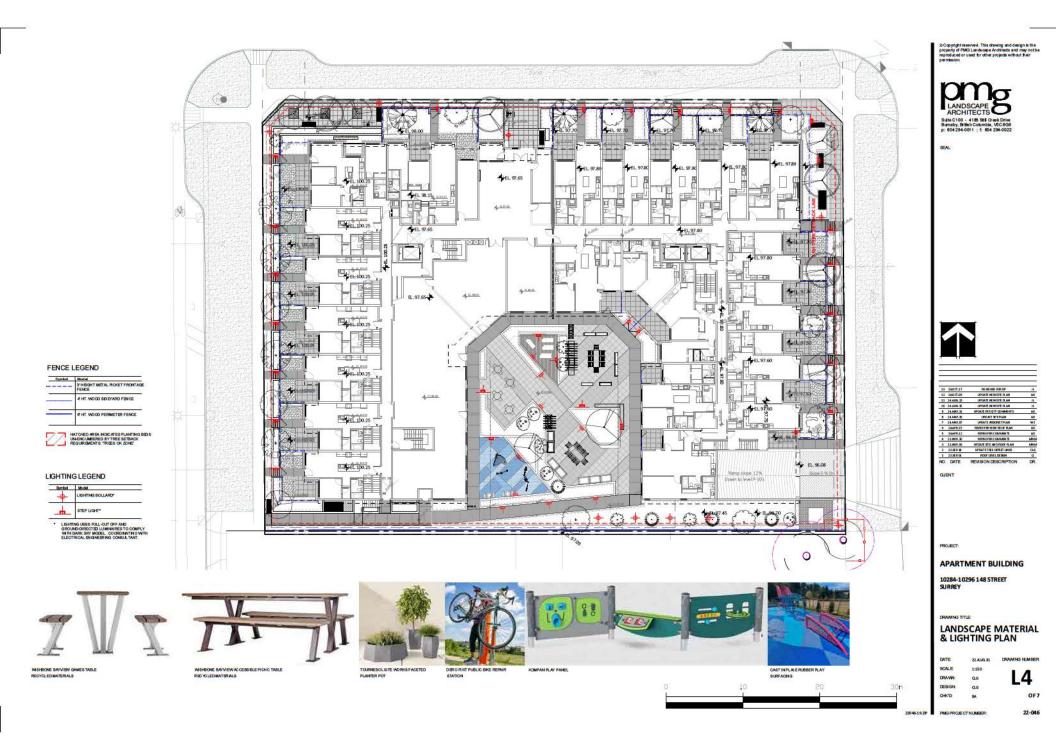


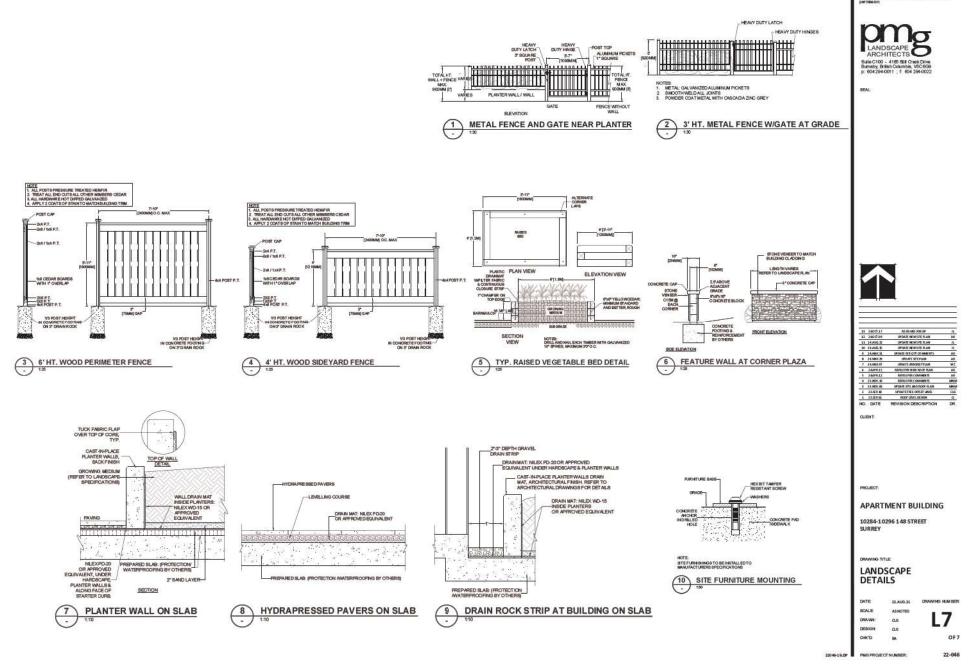












© Copylight reserved. This drawing and design is the property of PMS Landscope Architects and may not be reproduced or used for other projects without their



Department:	Planning and Demographics
Date:	September 4, 2024
Report For:	City of Surrey

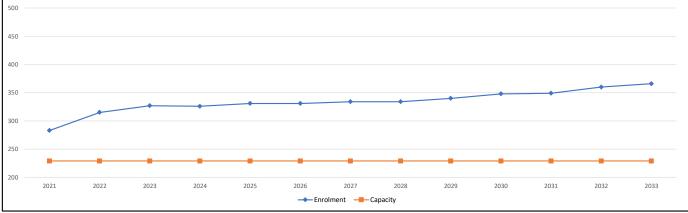
\_ .

#### Development Impact Analysis on Schools For: 22-0283

Application #:

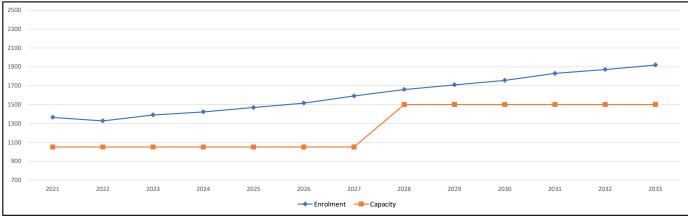
The proposed development of	156	Low Rise Apartment	units and	6			
Townhouse units are estimated to have the following impact					Summary of Impact and Commentary		
on elementary and secondary schools within the school regions.				The following tables illustrate the historical, current and future enrolment projections			
					including current/approved ministry operating capacity for the elementary and secondary		
					schools serving the proposed development.		
School-aged children population	projection	30					
					As of September 2023, Hjorth Road is at 143% capacity. There are currently 5 portables on site accommodating this over capacity. The Guildford plan calls for significant redevelopment		
Projected Number of Students From This Development In:				throughout the area over the coming decades which will see enrolment at Hjorth Road continue to			
Elementary School =	ry School = 17				grow.		
Secondary School =		8					
Total Students = 25					In response, the District's 2025/2026 Five Year Capital Plan, contains a significant addition to		
					Hjorth Road Elementary. The Ministry of Education and Child Care has not yet approved funding for this request.		
Current Enrolment and Capacitie	s:				ior this request.		
					As of September 2023, Guildford Park is operating at 133% and is projected to rapidly grow. The		
Hjorth Road Elementary					adoption of the Guildford Plan in the area will significantly increase density moving forward. In		
Enrolment		327			May 2023, the District received capital funding approval from the Ministry to build a 450-capacity		
Operating Capacity		229			addition, targeted to open in the spring of 2028.		
# of Portables		5					
Guildford Park Secondary							
Enrolment		1390					
Operating Capacity		1050					
# of Portables		11					

Hjorth Road Elementary



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

#### Guildford Park Secondary



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

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

# **CITY OF SURREY**

#### HOUSING AGREEMENT (Residential Only)

THIS HOUSING AGREEMENT made the \_\_\_\_\_ day of November, 2024.

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

**1326427 B.C. LTD., Inc. No. BC1326427**, a corporation having its offices at  $120 - 12888 80^{th}$  Avenue, Surrey, B.C. V3W 3A8

JASWINDER SINGH PARMAR, Businessman of 120 – 12888 80<sup>th</sup> Avenue, Surrey, B.C. V3W 3A8

(the "**Owner**")

OF THE SECOND PART

#### WHEREAS:

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

Parcel Identifier: 000-780-669 Lot 13 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 010-499-814 Lot 14 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 010-499-822 Lot 15 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291 Parcel Identifier: 004-620-844 Lot 22 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 010-499-881 Lot 23 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 010-499-903 Lot 24 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

(the "Lands");

- B. The Owner proposes to use the Lands for 162 Dwelling Units (the "**Development**") as proposed in Appendix I Site Plan;
- C. The Owners has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

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

# 1. DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
  - (a) **"Agreement**" means this housing agreement and any amendments to or modifications of the same;
  - (b) "City" means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
  - (c) **"City Personnel**" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
  - (d) "Claims and Expenses" means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
  - (e) **"Development**" means as defined in Recital B;

- (f) **"Dwelling Unit**" means each of the 162 of dwelling units to be constructed within the Development;
- (g) **"Lands**" means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*;
- (h) "Owner" means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands;
- (i) **"Rental Units**" means 162 of Dwelling Units which must be made available by the Owner to the general public at arms' length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
- (j) **"Term**" means 30 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

## 2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS

- 2.1 During the Term the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.1 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.3 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.4 All of the Rental Units must be owned by the same Owner(s).
- 2.5 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

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

3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in

this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.

- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### 4. <u>NOTICE</u>

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

City of Surrey 13450 – 104 Avenue Surrey, BC V3T 1V8

Attention: General Manager, Planning and Development Department

(b) As to the Owner:

1326427 B.C. Ltd. 120 – 12888 80<sup>th</sup> Avenue Surrey, BC V3W 3A8

Attention: Jaswinder Singh Parmar

(c) As to the Owner:

Jaswinder Singh Parmar, Businessman 120 – 12888 80<sup>th</sup> Avenue Surrey, BC V3W 3A8

Attention: Jaswinder Singh Parmar

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery. 4.2 It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be delivered and not mailed.

#### 5. <u>GENERAL</u>

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific

performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors**. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- 5.12 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 5.15 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

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

## **CITY OF SURREY**

By:

Authorized Signatory

Brenda Locke, Mayor City of Surrey

By:

Authorized Signatory

Jennifer Ficocelli, City Clerk and Director Legislative Services City of Surrey

## 1326427 B.C. LTD.

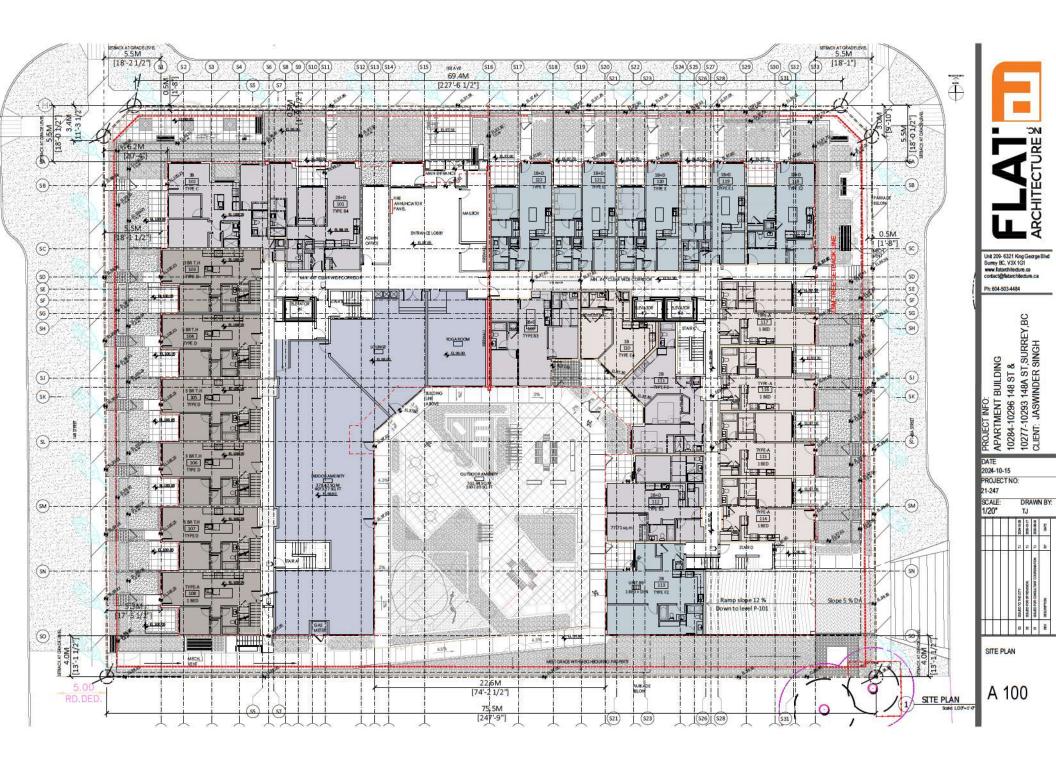
By:

Authorized Signatory

*Name:* Jaswinder Singh Parmar *Title:* President

By:

Jaswinder Singh Parmar



Appendix IV



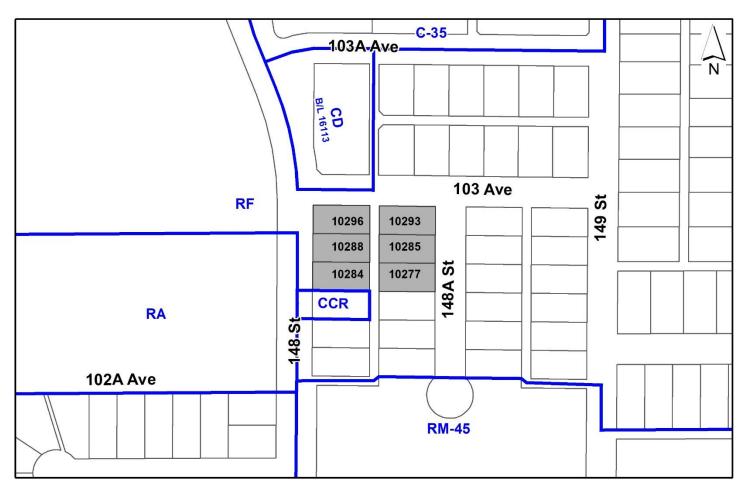
Planning Report Date: June 10, 2024

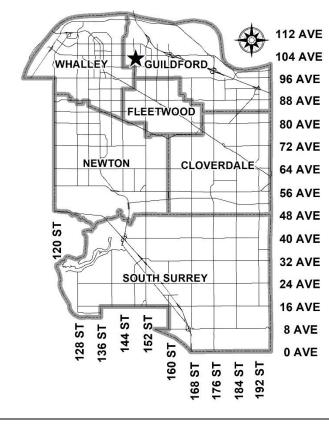
#### **PROPOSAL:**

- **OCP Text Amendment** to allow a higher density in the Multiple Residential designation.
- **Rezoning** from RF to CD
- Development Permit
- Housing Agreement

to permit the development of a 6-storey residential market rental building with a child care centre.

LOCATION:	10293 148A Street, 10285 148A Street	
	10277 148A Street, 10284 148 Street	
	10288 148 Street, 10296 148 Street,	
	Portion of lane	
ZONING:	RF	
OCP DESIGNATION:	Multiple Residential	
TCP DESIGNATION:	Low to Mid Rise Residential	





Page 2

### **RECOMMENDATION SUMMARY**

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

### DEVIATION FROM PLANS, POLICIES OR REGULATIONS

• Proposed text amendment to the Official Community Plan (OCP) to increase the maximum density permitted in the Multiple Residential designation.

### **RATIONALE OF RECOMMENDATION**

- The proposal complies with the General Urban designation in the Metro Vancouver Regional Growth Strategy (RGS).
- The proposal generally complies with the "Low to Mid Rise Residential" designation in the Guildford Plan.
- The proposed density and building form are appropriate for this part of Guildford and complies with the Development Permit (Form and Character) requirements in the OCP.
- The proposed buildings are expected to achieve an attractive architectural built form utilizing high quality materials and contemporary lines. The street interface has been designed to a high-quality to achieve a positive urban experience between the proposed buildings and the public realm.
- The proposed development is located within an Urban Centre and conforms with the goal of achieving higher density development near a transit corridor.
- The proposal will deliver much-needed child care spaces and market rental housing to Guildford.

#### RECOMMENDATION

The Planning & Development Department recommends that:

1. An OCP Bylaw be introduced to amend Table 7a: Land Use Designation Exceptions by adding the following site specific notation:

Bylaw No.	Land Use	Site Specific	Site Specific
	Designation	Property	Permission
"Bylaw # xxxxx	Multiple Residential	10284, 10288 and 10296 – 148 Street Lot 22, 23 and 24 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291 10277, 10285 and 10293 – 148A Street Lot 15, 14 and 13 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291 Portions of lane	Density permitted up to 2.76 FAR"

- 2. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 475 of the Local Government Act.
- 3. A By-law be introduced to rezone the subject site and portion of existing lane identified as Block A on the Survey Plan (Appendix I) from "Single Family Residential Zone (RF)" to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
- 4. A By-law be introduced to enter into a Housing Agreement (Appendix V) and be given First, Second and Third Reading.
- 5. Council authorize staff to draft Development Permit No. 7922-0283-00 generally in accordance with the attached drawings (Appendix I).
- 6. Council instruct staff to resolve the following issues prior to final adoption:
  - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
  - (b) submission of a subdivision layout to the satisfaction of the Approving Officer;
  - (c) resolution of all urban design issues to the satisfaction of the Planning and Development Department;

Page 3

- (d) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
- (e) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
- (f) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
- (g) the applicant enter into a Housing Agreement with the City to secure 157 market rental units for a period of 25 years;
- (h) provision of cash-in-lieu contribution to satisfy the indoor amenity space requirement of the RM-70 Zone, at the rate in effect at the time of Final Adoption
- (i) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;
- (j) completion of the road closure and acquisition of the existing north/south lane (Block A);
- (k) registration of a volumetric statutory right-of-way for public rights-of-passage over the proposed plazas at the northeast and northwest corners of the site;
- (l) submission of an acoustical report for the units adjacent to 148 Street and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures; and
- (m) 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 and with respect to the City's Affordable Housing Strategy and Tier 1 Capital Project CACs, to the satisfaction of the General Manager, Planning & Development Services.

### SITE CONTEXT & BACKGROUND

Direction	Existing Use	TCP Designation	Existing Zone
Subject Site	Single family lots	Low to Mid Rise Residential	RF
North (Across 103 Avenue):	2-storey apartments and single family lots	Low to Mid Rise Residential	RF & CD (Bylaw No. 16113)

Direction	Existing Use	TCP Designation	Existing Zone
East (Across 148A Street):	Single family lots	Low to Mid Rise Residential	RF
South:	Single family lots and home- operated daycare	Low to Mid Rise Residential	RF & CCR
West (Across 148 Street):	Hjorth Road Park	Parks and Natural Areas	RA

## Context & Background

- The subject site is a 4,166 square metre site, consisting of 6 properties, located on the south side of 103 Avenue, east of 148 Street and located within the Guildford Plan area.
- The subject site is designated "Multiple Residential" in the Official Community Plan (OCP), "Low to Mid Rise Residential" in the Guildford Plan area and is zoned "Single Family Residential Zone (RF)".
- The existing dwellings currently have vehicle access from a north/south lane.

## DEVELOPMENT PROPOSAL

### Planning Considerations

- In order to permit the development of a 6-storey apartment building with 160 market rental units and a child care centre, the applicant is proposing the following:
  - OCP Text Amendment to allow a higher density than currently permitted in the "Multiple Residential" designation;
  - Rezoning the site from RF to CD (based on RM-70 Zone);
  - Consolidation of the existing 6 lots and a portion of the existing lane into 1 residential lot;
  - o Detailed Development Permit for Form and Character; and
  - Housing Agreement to secure the 160 market rental units for a period of 25 years.
- The following table provides specific details on the proposal:

	Proposed
Lot Area	
Gross Site Area (including	4,511 square metres
lane):	
Road Dedication:	289 square metres
Net Site Area:	4,222 square metres
Number of Lots:	6 existing, 1 proposed
Building Height:	22 metres
Floor Area Ratio (FAR):	2.80 (gross) and 2.96 (net)
Floor Area	
Residential:	12,026 square metres

	Proposed
Child Care:	416 square metres
Total:	12,468 square metres
<b>Residential Units:</b>	
Studio	2
1-Bedroom:	89
2-Bedroom:	53
3-Bedroom:	13
Total:	157

# Referrals

Engineering:	The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix II.
School District:	The School District has advised that there will be approximately 24 school-age children generated by this development, of which the School District has provided the following expected student enrollment.
	14 Elementary students at Hjorth Road Elementary School 6 Secondary students at Guildford Park Secondary School
	(Appendix III)
	Note that the number of school-age children is greater than the expected enrollment due to students attending private schools, home school or different school districts.
	The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Spring 2027.
Parks, Recreation & Culture:	Hjorth Road Park is the closest active park with amenities including pool and sport fields, and is 30 metres walking distance from the proposed development. Green Timbers Urban Forest Park is the closest park with natural areas and is 350 metres walking distance from the proposed development.
Surrey Fire Department:	The Fire Department has no concerns with the proposed development application. However, there are some items which will be required to be addressed as part of the Building Permit application.

Page 7

Application	No.:	7922-0283-00	
reprictation	1 10	1922 0203 00	

Advisory Design Panel:	At the Regular Council – Land Use meeting on December 18, 2023, Council endorsed Corporate Report No. R214 (2023) which amended the Terms of Reference of the City's Advisory Design Panel (ADP) which permits multi-family proposals that are 6- storeys or less, and supported by City staff, to proceed to Council for By-law introduction, without review and/or comment from the ADP.
	The subject development proposal is generally supported by City staff and the applicant has agreed to resolve any outstanding items, to the satisfaction of the Planning and Development Department, prior to consideration of Final Adoption of the Rezoning By-law as well as issuance of the Development Permit.

### **Transportation Considerations**

#### Road Network & Infrastructure

- The applicant will be providing the following improvements:
  - Dedication and construction of the east side of 148 Street to the arterial road standard;
  - Construction of the south side of 103 Avenue to the local road standard; and
  - Construction of the west side of 148A Street to the local road standard.
- As part of the subject application, the applicant proposes to close and acquire portions of the existing north/south lane bisecting the subject site (see Survey Block Plan in Appendix I), to incorporate this portion of lane into the subject site. The gross area of the subject site increases from approximately 4,170 square metres to 4,511 square metres in size, after the closure and acquisition of this portion of lane.
- The proposed closure of this portion of lane will allow for a more efficient site plan and underground parking layout as part of the proposal. Staff can support the proposed closure as this portion of lane is surplus to the City's needs and this is in keeping with the road network as identified in the Guildford Plan.

### Traffic Impacts

- As part of the Stage 2 Plan process, a transportation impact analysis (TIA) was conducted to evaluate the overall traffic impacts of redevelopment throughout the Plan area. This process, as opposed to a piecemeal evaluation approach, is preferred to better inform the required infrastructure improvements to support the projected overall growth within the Plan.
- According to industry standard rates, the proposal is anticipated to generate approximately 2 vehicle trips every one to two minutes in the peak hour. A site-specific transportation impact analysis was not required as the proposal is below the City's minimum threshold and complies with the Guildford Plan designation, with the anticipated land-use and density on the subject site having been taken into account as part of the Stage 2 transportation impact analysis for the overall Plan area.

#### <u>Transit</u>

- The subject site is located within close proximity to rapid transit on 104 Avenue.
- The proposed development is appropriate for this part of the Guildford Town Centre 104 Avenue Corridor and conforms with the goal of achieving higher density development in locations that benefit from access to transit service.

#### <u>Access</u>

• Access to the underground parking on the subject site is proposed from 148A Street.

#### **Sustainability Considerations**

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

### **Child Care**

- The applicant is proposing a dedicated child care centre which will accommodate 80 childcare spaces on the ground floor in the central portion of the proposed building.
- The child care centre will have direct access to a dedicated outdoor play area to the east of the child care centre.
- The applicant has confirmed that the child care centre and the associated outdoor space meets the Provincial legislative requirements.

#### **Housing Agreement**

- Section 483 of the *Local Government Act* authorizes Local Government to enter into a Housing Agreement for affordable and special needs housing.
- Typically, Housing Agreements include the terms and conditions agreed to by the Local Government and the owner regarding:
  - the form of tenure of the housing units;
  - the occupancy of the housing units identified in the agreement (including their form of tenure and their availability to the classes of person identified in the agreement);
  - the administration of the units (including the means by which the units will be made available to intended occupants); and
  - the rents and lease prices of units that may be charged and the rates at which these can be increased over time.
- The proposed Housing Agreement will secure 157 residential dwelling units as market rental for a minimum duration of 25 years. A Restrictive Covenant will be registered on title to require

payment of applicable amenity contributions should the units be converted to market units at any time after the Housing Agreement expires (Appendix II).

• Staff attempted to negotiate a 60-year Housing Agreement with the applicant, however they were not willing to agree to a Housing Agreement beyond a 25-year term. The application has been in process since 2022, while the City's requirement that Housing Agreements be for 60 years has only recently changed.

## POLICY & BY-LAW CONSIDERATIONS

### **Regional Growth Strategy**

• The subject site is compliant with the Urban Centres (Surrey Metro Centre) Land Use Designation of Metro Vancouver's Regional Growth Strategy.

### Official Community Plan

#### Land Use Designation

- The subject site is designated Multiple Residential in the OCP.
- In accordance with the OCP, the Multiple Residential designation is intended to support a maximum floor area ratio (FAR) of 2.5 within Frequent Transit Development Areas (FTDA), Urban Centres and sites abutting a Frequent Transit Network.
- The Multiple Residential designation allows additional bonus densities in select areas in exchange for the provision of sufficient community amenities in accordance with approved Council policies. The requested increased density under the Multiple Residential designation from 2.5 FAR to 2.76 FAR (gross density) can be accommodated in accordance with the City's Density Bonus Program.
- As the gross density exceeds the maximum 2.5 FAR permitted in the OCP for Multiple Residential designated properties, the proposed development will require an OCP Text Amendment to allow a higher density than currently permitted in the Multiple Residential designation.

#### Amendment Rationale

• The subject site is located within an Urban Centre and is within close proximity to the existing Frequent Transit Network on 104 Avenue. The development will promote walkability, allows for greater housing choice and complies with OCP principles that encourage higher-density development in Urban Centres.

#### Public Consultation for Proposed OCP Amendment

• Pursuant to Section 475 of the <u>Local Government Act</u>, it was determined that it was not necessary to consult with any persons, organizations or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.

• The proposed development will not be subject to the Tier 1 or Tier 2 Capital Plan Project CACs, as the proposal includes 100% market rental residential units. A Restrictive Covenant will be registered making CACs payable if there is a future change in tenure.

#### **Themes/Policies**

- The proposal aligns with the following OCP Themes/Policies:
  - Growth Management
    - Accommodating Higher Density: Direct residential development into approved Secondary Plan areas at densities sufficient to encourage commercial development and transit services expansion.
    - Efficient New Neighbourhoods: Plan and develop new neighbourhoods with an emphasis on compact forms of development.
  - Centres, Corridors and Neighbourhoods:
    - Healthy Neighbourhood: Plan and design urban neighbourhoods with sufficient densities to support a higher-quality transit system that is accessible to most residents.
    - Urban Design: Ensure a new development responds to the existing architectural character and scale of its surroundings, creating compatibility between adjacent sites and within neighbourhoods.
  - o Ecosystems
    - Energy, Emissions and Climate Resiliency: Design a community that is energy-efficient, reduces carbon emissions and adapts to a changing environment through a design that meets typical sustainable development criteria.

### **Secondary Plans**

#### Land Use Designation

- The property is designated "Low to Mid Rise Residential" in the Guildford Plan.
- The "Low to Mid Rise Residential" designation permits up to 2.25 FAR (gross). The designation supports up to 6 storeys and up to 8 storeys for sites adjacent mid to high rise.
- The applicant is proposing a gross density of 2.80 FAR, which exceeds the maximum permitted under the designation.
- The additional floor area has merit considering the proposed building is consistent with the intent of the "Low to Mid Rise Residential" designation and the 6-storey form envisioned within the designation.
- A re-designation will not be required and Tier 2 Capital Plan Project CACs will not be required as the proposal includes 100% market rental residential units.

#### Themes/Objectives

• The development encourages a greater diversity of housing options for different family sizes, types and compositions.

- The Guildford Plan Housing Policy requires that a minimum of 30% of new multi-family housing units should be family-oriented 2-bedroom or greater, and at least 10% as 3-bedroom or greater. The intent is to provide a broader range of housing choice for a variety of family sizes, types as well as compositions.
- Staff note that the proposal addresses these family-oriented housing policies in the Guildford Plan by providing approximately 42% of the total dwelling units as two or more bedrooms and 8.3% of the dwelling units as three or more bedroom.

## CD By-law

- The applicant is proposing a "Comprehensive Development Zone (CD)" to accommodate a proposed 6-storey residential building with a child care centre on the subject site. The proposed CD By-law for the proposed development site identifies the uses, densities and setbacks proposed. The CD By-law will have provisions based on the "Multiple Residential 70 Zone (RM-70)".
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the RM-70 Zone and the proposed CD By-law is illustrated in the following table:

Zoning	RM-70 Zone (Part 24)	Proposed CD Zone
Unit Density:	N/A	N/A
Floor Area Ratio:	1.50	2.96
Lot Coverage:	33%	53%
Yards and Setbacks	7.5 metres	East: 5.5 metres
		West: 5.5 metres
		South: 4.0 metres
		North: 5.5 metres
Principal Building	50 metres	22 metres
Height:		
Permitted Uses:	<ul> <li>Multiple unit residential buildings</li> </ul>	Multiple unit residential     buildings
	Ground-oriented Multip	0
	Unit residential building	-
	Child Care Centres	Child Care Centres
Amenity Space:		
Indoor Amenity:	468 square metres	The proposed 622 square
		metres exceeds the Zoning
		Bylaw requirement.
Outdoor Amoritan		The proposed of access
Outdoor Amenity:	468 square metres	The proposed 487 square metres exceeds the Zoning
		Bylaw requirement.
Parking (Part 5)	Required	Proposed
Number of Stalls		
Residential:	157	101
Residential Visitor:	157 16	131 16
Daycare Staff:	8	8
Duycare Stan.	0	0

#### Staff Report to Council

#### Application No.: 7922-0283-00

Total: Accessible: <b>Bicycle Spaces</b>	192 3	167 3
Residential Secure Parking:	188	194
Residential Visitor:	6	6

- The proposed CD Bylaw is based upon the "Multiple Residential 70 Zone (RM-70)" with modifications to the permitted density, lot coverage, minimum building setbacks and off-street parking requirements.
- The permitted land use is intended to accommodate the proposed 6-storey apartment building with a child care centre.
- The applicant proposes a floor area ratio (FAR) of 2.76 (gross). The proposed density is consistent with the proposed Guildford Plan designation of "Low to Mid Rise Residential". If calculated on the net site area, the FAR is 2.96. As a result, the FAR for the net site area has been increased from 1.50 under the RM-70 Zone to a maximum of 2.96 (net) in the CD Bylaw.
- The maximum lot coverage has been increased from 33% in the RM-70 Zone to a maximum of 53% in the CD Bylaw to accommodate the proposed 6-storey apartment built form.
- The proposal to reduce the minimum building setback requirement along the street frontages for the proposed apartment building is supported given it will allow for a more urban, pedestrian-oriented streetscape.

### On-site Parking and Bicycle Storage

- The proposed development includes a total of 167 parking spaces consisting of 131 resident parking spaces, 16 parking spaces for visitors and 20 parking spaces for child care staff and drop off. In addition, the applicant will provide 3 accessible parking spaces.
- All parking spaces on-site will be provided within an enclosed underground parkade that is accessed from 148A Street.
- The applicant is proposing to provide a rate of 0.8 parking space per dwelling unit for residents and 0.1 parking space per dwelling unit for visitors (0.9 per unit in total). The proposed parking reduction is supportable given the subject site is located within a Rapid Transit Area (RTA) and complies with the reduced parking rates for market rental units, previously endorsed by Council, as part of Corporate Report No. R115; 2021 ("Parking Update: Rapid Transit Corridors and Rental Housing").
- Of the 163 parking stalls provided, 7 small car stalls, or 4% of the total number of parking spaces, are proposed. The Surrey Zoning Bylaw allows for a maximum of 35% of the total parking spaces on-site to be provided for small cars.
- The Zoning Bylaw requires that no parking facilities be constructed within 2.0 metres of the front lot line or a lot line along a flanking street. The proposed underground parkade will be located within 0.5 metre of the north and west lot lines. As a result, the proposed CD Bylaw will permit the underground parkade facility to extend within 0.5 metre of these lot lines.

• The development will provide a total of 194 secure bicycle parking spaces in the underground parkade. This will meet the minimum bicycle parking stalls required under the Zoning Bylaw. In addition, the applicant will provide 6 bicycle parking spaces, at grade for visitors, for each of the proposed buildings which complies with the Zoning Bylaw requirement.

## Capital Projects Community Amenity Contributions (CACs)

- On December 16, 2019, Council approved the City's Community Amenity Contribution and Density Bonus Program Update (Corporate Report No. R224; 2019). The intent of that report was to introduce a new City-wide Community Amenity Contribution (CAC) and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan. A fee update has been approved in April 2024, under Corporate Report No.R046; 2024.
- The proposed development will not be subject to the Tier 1 or Tier 2 Capital Plan Project CACs, as the proposal includes 100% market rental residential units. A Restrictive Covenant will be registered making CACs payable if there is a future change in tenure.

## Affordable Housing Strategy

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. Ro66; 2018) requiring that all new rezoning applications for residential development contribute \$1,000 per new unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects. A fee update has been approved in April 2024, under Corporate Report No. Ro46; 2024.
- As a rental project, the subject proposal is exempt from the provision of this policy. The applicant will be required to register a Section 219 Restrictive Covenant, making the fees payable if there is a future change in tenure from the market rental, to address the City's needs with respect to the City's Affordable Housing Strategy.

## **Public Art Policy**

- The Public Art contribution will not be required as the proposal includes 100% market rental units.
- If there is a future change in tenure from Market Rental, the applicant will be required to provide public art, or register a Restrictive Covenant agreeing to provide cash-in-lieu, at a rate of 0.5% of construction value, to adequately address the City's needs with respect to public art, in accordance with the City's Public Art Policy requirements. The applicant will be required to resolve this requirement prior to consideration of Final Adoption.

## PUBLIC ENGAGEMENT

• Pre-notification letters were sent on April 9, 2024, and the Development Proposal Signs were installed on April 25, 2024. Staff received responses from 2 neighbours (*staff comments in italics*):

• One respondent sought more information regarding the ultimate road network in the neighbourhood.

(Staff provided the requested information to the respondent.)

• One respondent sought more information regarding the consolidation strategy for the entire block.

(Staff provided the requested information to the respondent.)

### **DEVELOPMENT PERMITS**

### Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character and is also subject to the urban design guidelines in the Guildford Plan.
- The proposed development generally complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the Guildford Plan.
- The applicant has worked with staff to:
  - provide appropriate ground floor setbacks to accommodate robust planting and to ensure a consistent streetscape;
  - provide appropriate step backs for levels 5 and 6 on the south elevation in order to provide an appropriate transition to the lower-scale neighbours to the south;
  - visually scale down the length of the building massing by stepping down the roof forms and recessing the central portion of the façade;
  - refine the exterior elevations and materials; and
  - refine the overall building massing in order to ensure an attractive streetscape that fits the neighbourhood scale.
- The proposed building is a 6-storey, wood frame residential building, consisting of three street frontages.
- The design responds to the 103 Avenue development scale pattern by dividing the massing into two halves, stepping the floor plates and by providing a recessed façade located centrally in the building and stepping back the uppermost storey for relief.
- The ground-floor units are oriented toward the street with direct front door access and usable semi-private outdoor space to help define the streetscape with a series of individualized units at a more relatable pedestrian scale using a 2-storey townhouse-like appearance.
- The predominant building material is comprised of durable cementitious panels and horizontal siding with a robust brick base to reinforce the 2-storey townhouse character.
- Placing the childcare facility entrance towards the Park.

- The building orientation provides appropriate urban edges on 103 Avenue, 148 Street and 148A Street while ensuring that units will provide greater observation of the public realm with active rooms facing toward the street and pedestrian walkways as a means of CPTED.
- The applicant is proposing a unit mix of 2 studio units, 85 one-bedroom, 54 two-bedroom units and 15 three-bedroom units.

### Proposed Signage

- At this time, no signage is proposed on the subject site. If required in the future, the proposed signage will be considered as part of a separate development permit application and will be expected to comply with the Sign Bylaw.
- The signage included on the drawing package is conceptual and for illustrative purposes to demonstrate how the tenant signage could be incorporated into the current building design.

#### Landscaping

- The ground floor residential interface along the street frontages consist of landscaped front yards separated from the public realm by planter boxes, providing a sense of privacy while still maintaining "eyes on the street".
- See the Outdoor Amenity section below regarding landscaping for the outdoor amenity areas.

#### Indoor Amenity

- The Zoning Bylaw requires the applicant to provide a minimum of 3 square metres per unit. The Zoning Bylaw also prescribes the minimum indoor amenity space requirement that must be provided on site with a cash-in-lieu option to address the remaining requirement.
- Additionally, the Zoning Bylaw permits up to 1.5 square metre per dwelling unit to be devoted to a child care centre.
- Based upon the City's Zoning Bylaw requirement, the proposed development must provide 468 square metres of indoor amenity space to serve the residents of the proposed 156-unit apartment building. Of this 468-square metre requirement, a maximum of 234 square metres can be devoted to a child care centre.
- The applicant proposes 612 square metres of indoor amenity space (inclusive of 234 square metres for the child care centre), exceeding the minimum requirement.
- The applicant is proposing amenity on the ground floor, including a gym, yoga room, library and game room.

### Outdoor Amenity

- Based upon the City's Zoning Bylaw requirement of 3 square metres per dwelling unit and 4 square metres per micro unit, the proposed development must provide a total of 468 square metres of outdoor amenity space to serve the residents of the proposed 156 units.
- The applicant is proposing 486 square metres of outdoor amenity, exceeding the minimum requirement.
- The applicant is proposing an outdoor amenity area at grade within the courtyard area and a rooftop amenity.
- The amenities on the ground level include a children's play area, an outdoor dining and barbeque area and a lawn area directly adjacent to the indoor amenity area.
- The rooftop amenities includes a variety of seating areas.
- The soft landscaping proposed throughout the amenity areas consist of resilient, lowmaintenance plantings which are tolerant of urban conditions.

#### **Outstanding Items**

- At the Regular Council Public Hearing Meeting on December 18, 2023, Council endorsed the recommendations in Corporate Report No. R214;2023 ("Proposed Changes to Advisory Design Panel Procedures for Development Applications") which allows all multi-family developments that are 6-storeys or less to proceed to Council for bylaw introduction, provided the proposal is generally supported by City staff. For these projects, no review and/or comment is required by the Advisory Design Panel (ADP). The subject proposal is generally supported by Urban Design staff and, therefore, the ADP can be waived.
- There are a limited number of Urban Design items that remain outstanding, and which do not affect the overall character or quality of the project. These generally include:
  - Coordinate all design drawings for accuracy and completeness;
  - Coordinate the balconies into the building elevation design;
  - Refinement to the architectural expression, coordinating the various design elements;
  - Refinement to the site interfaces, in particular the corner plazas, ensuring comfort and safety; and
  - Confirmation and coordination of the proposed servicing elements adjacent to the public realm.
- The applicant has been provided a detailed list identifying these requirements and has agreed to resolve these prior to Final Approval of the Development Permit, should the application be supported by Council.

#### TREES

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

Tree Species		isting	Remove	Retain
*		ttonwood T	rees	
Cottonwood	 			0
Cottonwood	Deside	1 ous Trees	1	0
(excluding		nd Cottonwo	ood Trees)	
Pear		1	1	0
Cherry		2	2	0
Red Maple		1	1	0
Lombardy Poplar		1	1	0
Service Berry		1	1	0
Walnut		1	1	0
	Conife	ous Trees		
Douglas Fir		9	8	1
False Cypress		1	1	0
Western Hemlock		2	2	0
Western Red Cedar		1	1	0
Blue Spruce		1	1	0
Norway Spruce		1	1	0
<b>Total</b> (excluding Alder and Cottonwood Trees)		22	21	1
Total Replacement Trees Proposed (excluding Boulevard Street Trees)	1		32	
Total Retained and Replacement T Proposed	rees		32	
Estimated Contribution to the Green City Program		\$6,050		

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

- The Arborist Assessment states that there are a total of 22 mature trees on the site, excluding Alder and Cottonwood trees. One existing tree, approximately 4% of the total trees on the site, are Alder and Cottonwood trees. The applicant proposes to retain one tree as part of this development proposal. The proposed tree retention was assessed taking into consideration the location of services, building footprints, road dedication and proposed lot grading.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 1 to 1 replacement ratio for Alder and Cottonwood trees, and a 2 to 1 replacement ratio for all other trees. This will require a proposed total of 43 replacement trees on the site. Since the proposed 32 replacement trees can be accommodated on the site, the proposed deficit of 11 replacement trees will require an estimated cash-in-lieu payment of \$6,050, representing \$550 per tree, to the Green City Program, in accordance with the City's Tree Protection By-law.

Staff Report to Council

Application No.: 7922-0283-00

- In addition to the replacement trees, boulevard street trees will be planted on 104 Avenue, 148 Street and 148A Street. This will be determined by the Engineering Department during the servicing design review process.
- In summary, a total of 32 trees are proposed to be retained or replaced on the site with an estimated contribution of \$6,050 to the Green City Program.
- The proposed tree retention and replacement strategy will be refined as the applicant works through the detailed design process.

## INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

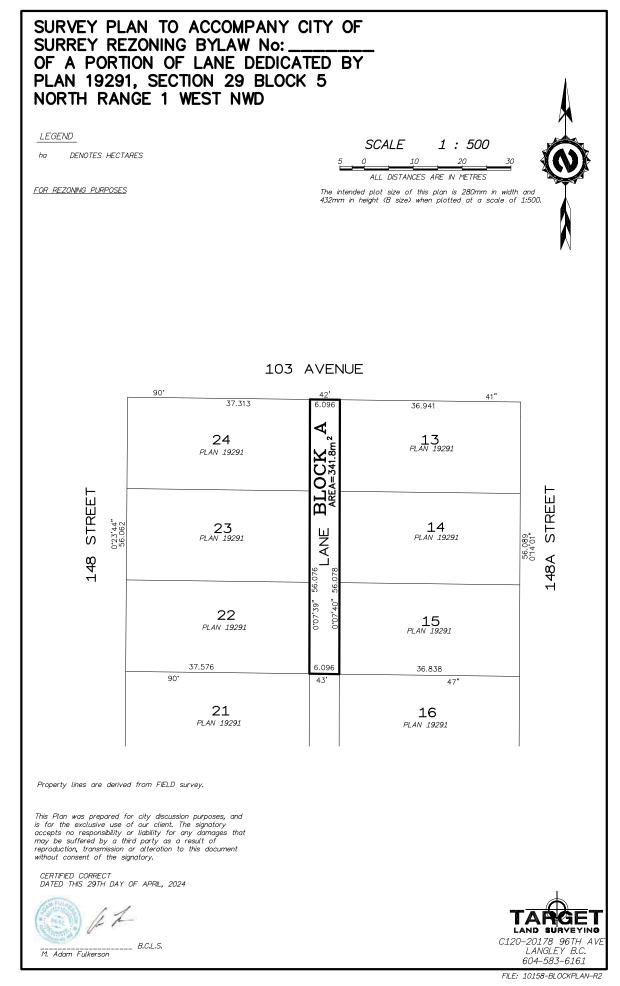
Appendix I.	Survey Plan, Proposed Subdivision Layout, Site Plan, Building Elevations,
	Landscape Plans and Perspective
Appendix II.	Engineering Summary
Appendix III.	School District Comments
Appendix IV.	Summary of Tree Survey, Tree Preservation and Tree Plans
Appendix V.	Proposed Housing Agreement

approved by Ron Gill

Don Luymes General Manager Planning and Development

LM/ar

**APPENDIX I** 



# PROPOSED SUBDIVISION PLAN OF LOTS 13, 14, 15, 22, 23 & 24 SECTION 29 BLOCK 5 NORTH RANGE 1 WEST NWD PLAN 19291

<u>CIVIC ADDRESSES:</u> 10296 148 ST. Surrey, BC P.I.D. 010-499-903

10293 148A ST. Surrey, BC P.I.D. 000-780-669

10288 148 ST. Surrey, BC P.I.D. 010-499-881 10285 148A ST. Surrey, BC P.I.D. 010-499-814

10284 148 ST. Surrey, BC P.I.D. 004–620–844

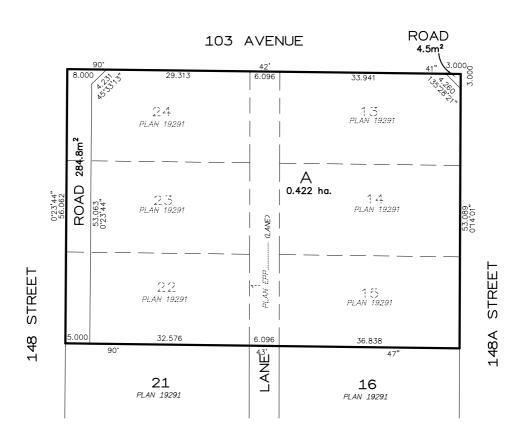
10277 148A ST. Surrey, BC P.I.D. 010-499-822 SCALE 1 : 500

0 10 20

ALL DISTANCES ARE IN METRES The intended plot size of this plan is 280mm in width and 432mm in height (B size) when plotted at a scale of 1:500.

30

DRAFT: APRIL 15, 2024



Property lines are derived from FIELD survey.

This Plan was prepared for discussion purposes, and is for the exclusive use of our client. The signatory accepts no responsibility or liability for any damages that may be suffered by a third party as a result of reproduction, transmission or alteration to this document without consent of the signatory.



FILE: 10158-SUBDIV



#### SITE CONTEXT

-The site is bound by the single family residence on the north ,east and south and Hjorth Road Park on west. - 103 Ave runs to the north, 148 St to the west and 148A st to

the east.

-Overall dimensions of the site are: 75.4m long north property line, 53m long west and east property line and 75.51m along south property line. -The slope of the site is highest at south west and lowest at

south east.







1018

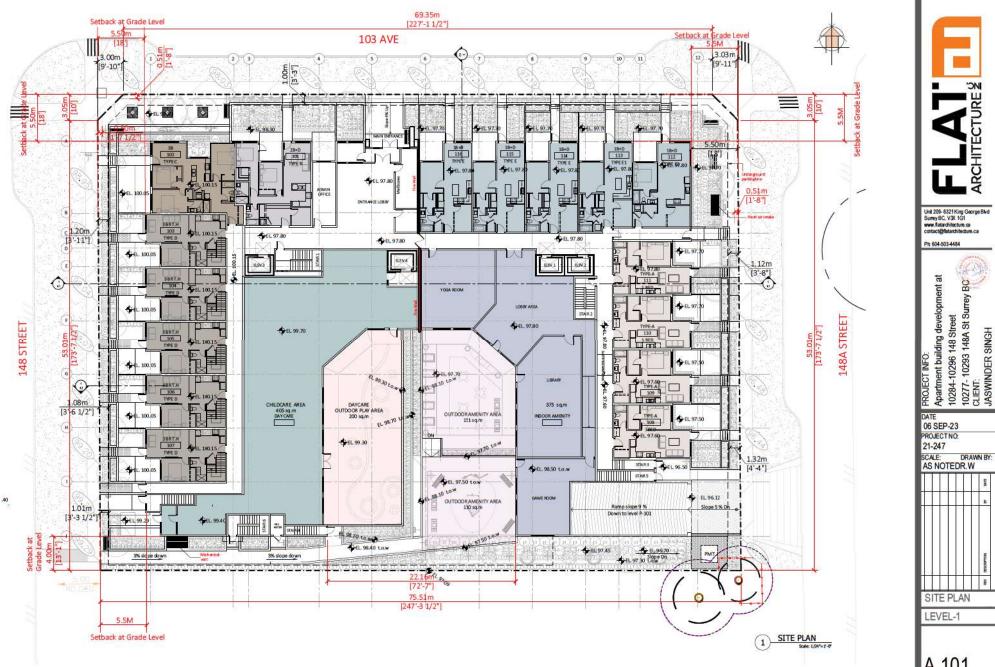
ARCHITECTURE 2





CONTEXT PHOTOS

A 0.3

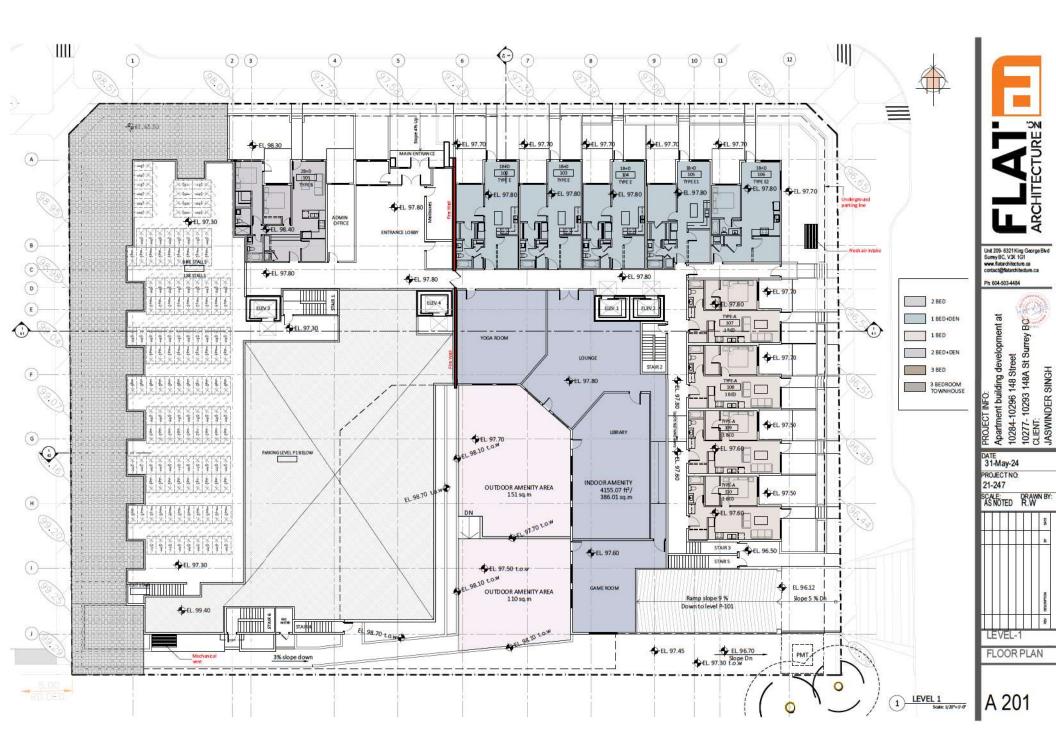


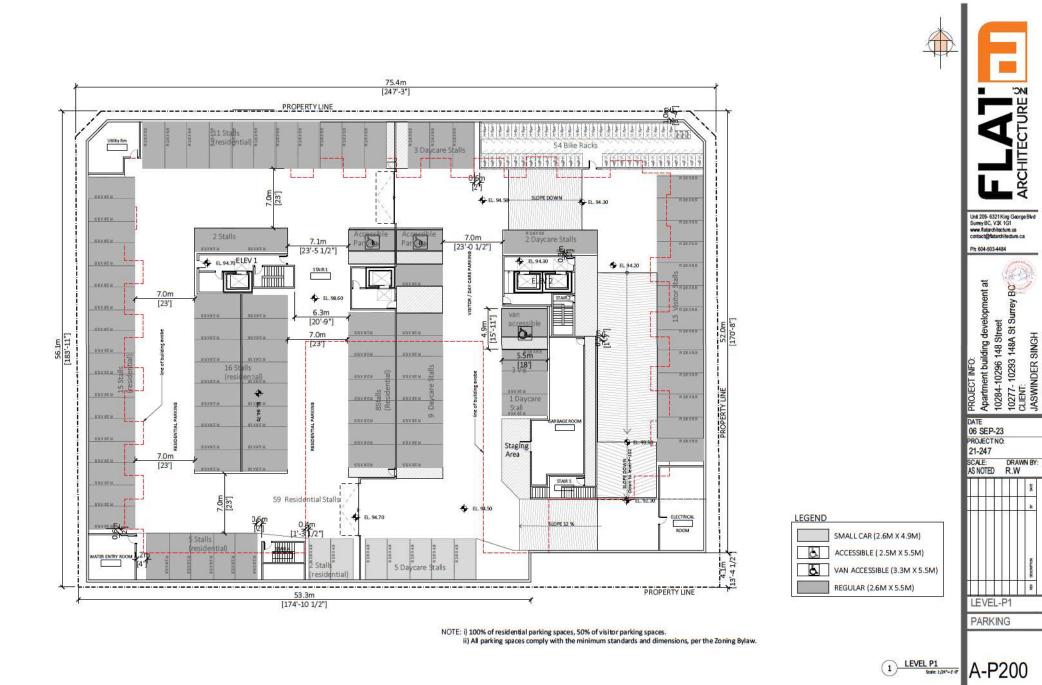
A 101

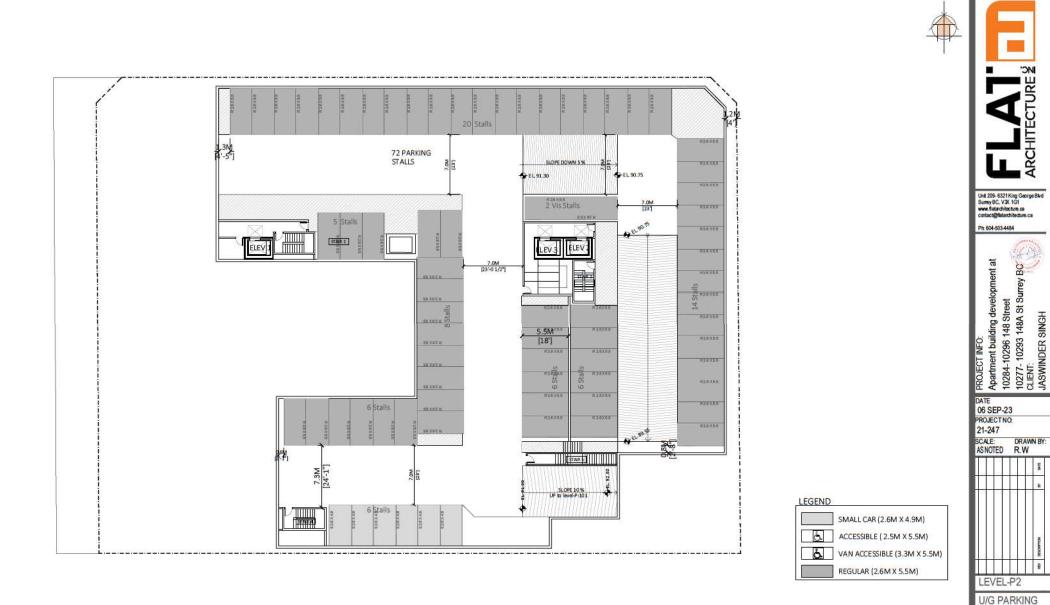
H

4

8







NOTE: i) 100% of residential parking spaces, 50% of visitor parking spaces. ii) All parking spaces comply with the minimum standards and dimensions, per the Zoning Bylaw.



A-P201

1 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (LIGHT GRAY)	-
2 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (WHITE)	
3 EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HAR	DIE OR SIMILAR) COLOR : (2124-20 TROUT GRAY)	
4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE		
5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS)	COLOR : CHARCOAL GRAY OR SIMILAR	
6 ARCHITECTURAL FINISH CONCRETE (GREY)		
7 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : ( ADOBE ORANGE)	



1 NORTH ELEVATION Sale: 1/10"-1'0"

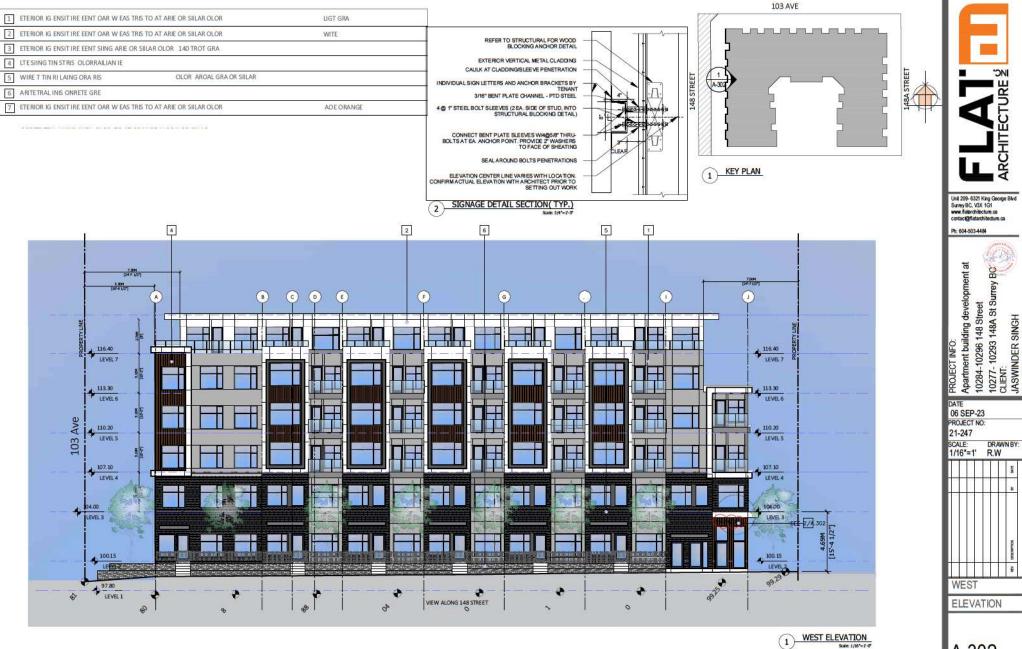
(1 (A-301

148A STREET

103 AVE

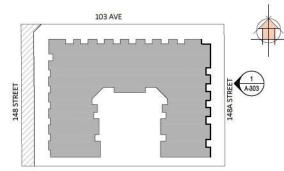
148 STREET

A 301



A 302

	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (LIGHT GRAY)
2 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : (WHITE)
3 EXTERIOR HIGH DENSITY FIBRE CEMENT SIDING (HA	RDIE OR SIMILAR) COLOR : (2124-20 TROUT GRAY)
4 FLUTED SIDING THIN STRIPS COLOR:BRAZILIAN IPE	
5 WIRE CUT THIN BRICK CLADDING (MORA BRICKS)	COLOR : CHARCOAL GRAY OR SIMILAR
6 ARCHITECTURAL FINISH CONCRETE (GREY)	
7 EXTERIOR HIGH DENSITY FIBRE CEMENT BOARD C/W	EASY TRIMS TO MATCH (HARDIE OR SIMILAR) COLOR : ( ADOBE ORANGE)









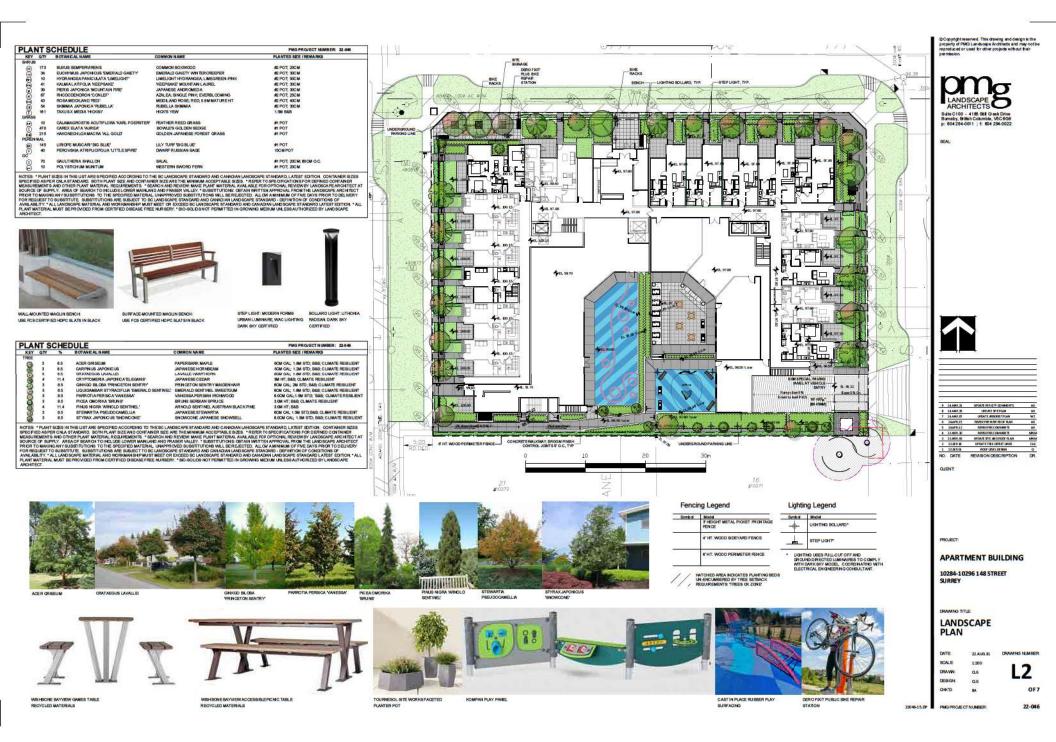
A 306

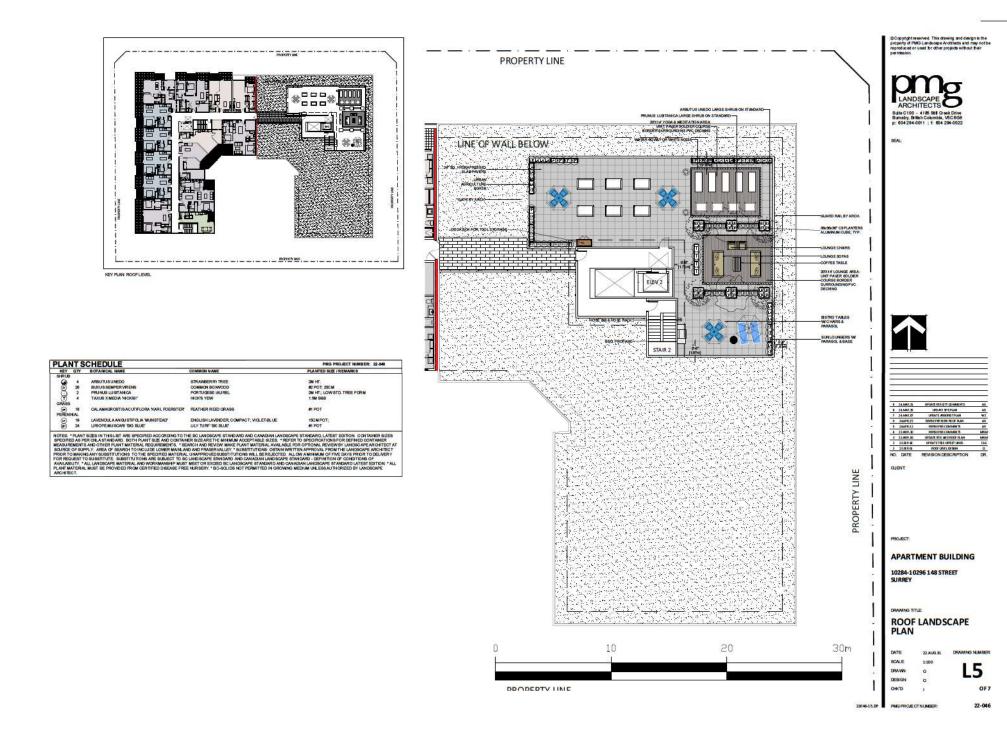
14-13

DRAWN BY: R.W

Ē

H .





APPENDIX II



# INTER-OFFICE MEMO

TO:	Director, Development Planning, Planning and Development Department				
FROM:	Manager, Development Services, Engineering Department				
DATE:	June 03, 2024	PROJECT FILE:	7822-0283-00		
RE:	Engineering Requirements Location: 10293 148A Street; 1028 10284 148 Street; 10288		<b>11 1</b>		

#### **REZONE/SUBDIVISION**

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

- Dedicate 4.942 meters along 148 Street;
- Dedicate 3.0-metre x 3.0-metre corner cuts at intersections; and
- Register 0.50 m statutory right-of-ways (SRW) along all road frontages.

#### Works and Services

- Construct the east side of 148 Street;
- Construct the west side of 148A Street;
- Construct south side of 103 Avenue;
- Provide downstream analyses for drainage and sanitary systems to confirm capacities, and implement improvement(s) as required;
- Construct adequately-sized service connections (drainage, water, and sanitary), complete with inspection chambers/water meter to the lot; and
- Construct/upgrade frontage servicing mains (drainage, water, and sanitary).

A Servicing Agreement is required prior to Rezone/Subdivision.

#### **OCP/NCP AMENDMENT**

There are no additional Engineering requirements relative to the OCP and NCP amendment.

Jeffy lang

Jeff Pang, P.Eng. Manager, Development Services

MS



Date:	iviay 9, 2024
Report For:	City of Surrey

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

٨r	n	ication	#.
AL	νµι	ICALION	#.

Elementary School =

econdary School =

Hiorth Road Elementary

Guildford Park Secondary

Operating Capacity

Current Enrolment and Capacities:

Total Students =

Enrolment Operating Capacity

Enrolment

# of Portables

# of Portables

Department:

22-0283

School-aged children population projection

Projected Number of Students From This Development In

The proposed development of 156 Low Rise Apartment units are estimated to have the following impact on elementary and secondary schools within the school regions.

**Planning and Demographics** 

24

14

6

20

327

229

1390

1050

## Summary of Impact and Commentary

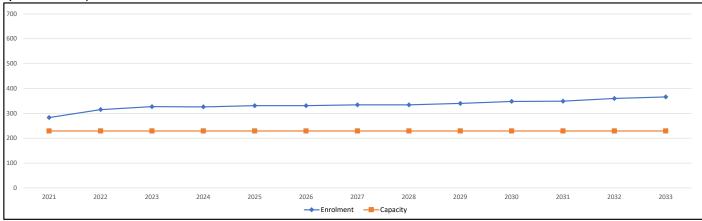
The following tables illustrate the historical, current and future enrolment projections ncluding current/approved ministry operating capacity for the elementary and secondary schools serving the proposed development.

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

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

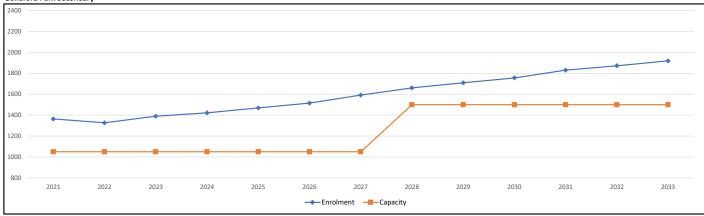
Guildford Park Secondary is currently operating at 132% and is projected to grow consistently. The development within the now approved NCP will likely change projections in the future. In May 2023, the District received capital funding approval from the Ministry of Education and Child Care to build a 450-capacity addition, targeted to open in the spring of 2028.

#### **Hjorth Road Elementary**



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





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

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

## APPENDIX IV

#### MIKE FADUM AND ASSOCIATES LTD. VEGETATION CONSULTANTS

# **Tree Preservation Summary**

Surrey Project No: 22-0283-00 Address: 10284 10288 10296 - 148 St & 10277 10285 10293 - 148A St, Surrey, BC Registered Arborist: Tim Vandenberg

On-Site Trees	Number of Trees
Protected Trees Identified	
(on-site and shared trees, including trees within boulevards and proposed streets	23
and lanes, but excluding trees in proposed open space or riparian areas)	
Protected Trees to be Removed	22
Protected Trees to be Retained	1
(excluding trees within proposed open space or riparian areas)	1
<ul> <li>Total Replacement Trees Required:</li> <li>Alder &amp; Cottonwood Trees Requiring 1 to 1 Replacement Ratio 1 X one (1) = 1</li> <li>All other Trees Requiring 2 to 1 Replacement Ratio 21 X two (2) = 42</li> </ul>	43
Replacement Trees Proposed	TBD
Replacement Trees in Deficit	TBD
Protected Trees to be Retained in Proposed [Open Space / Riparian Areas]	NA

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

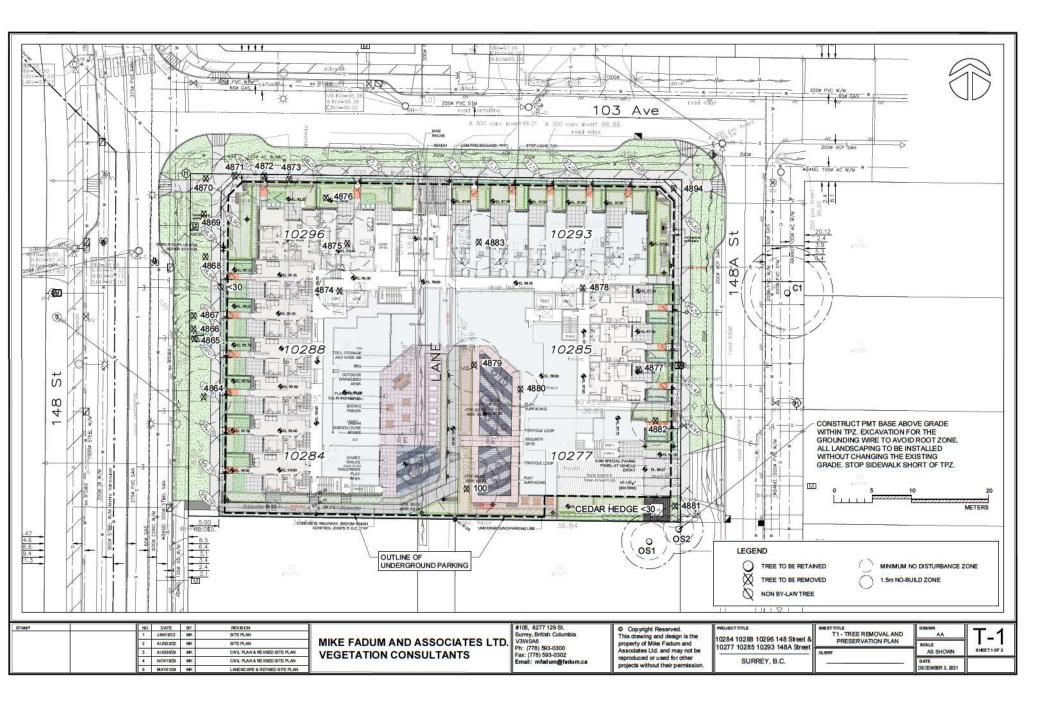
Summary report and plan prepared and submitted by: Mike Fadum and Associates Ltd.

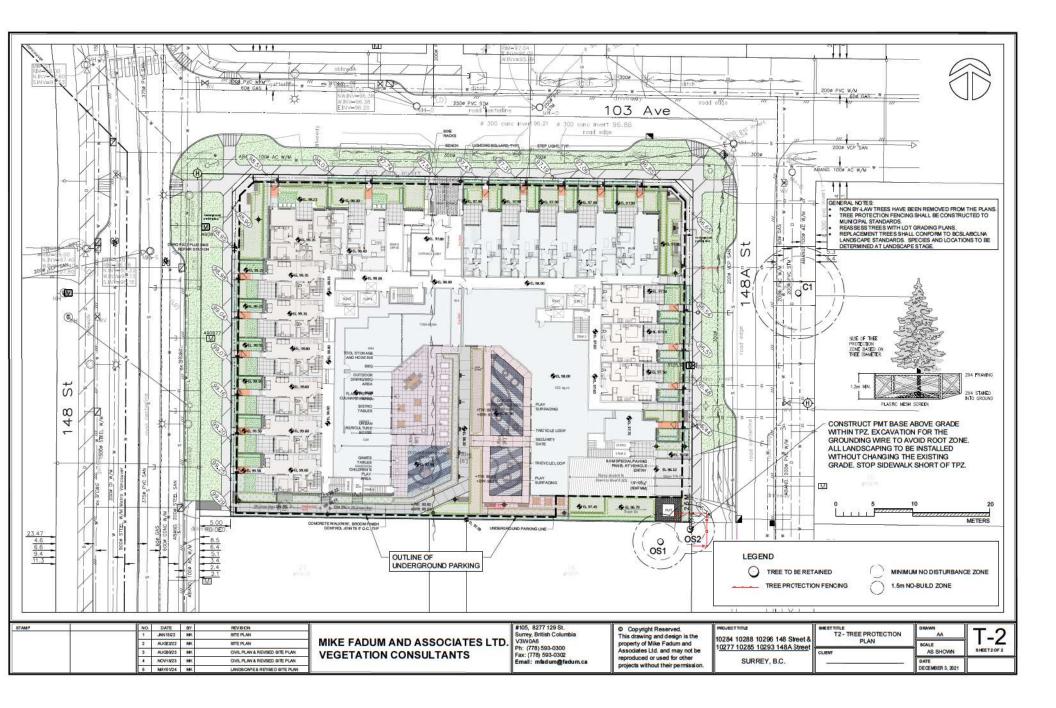
Signature of Arborist:

Date: May 3, 2024









### APPENDIX V

#### **<u>CITY OF SURREY</u>**

#### HOUSING AGREEMENT (Residential Only)

THIS HOUSING AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

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

(the "City")

OF THE FIRST PART

#### AND:

**1326427 B.C. Ltd.**, a corporation having its offices at #200 – 8120 – 128 Street, Surrey BC V3W 1R1

And

**Jaswinder S Parmar** 

(the "**Owner**")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 010-499-903 Lot 24 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 010-499-881 Lot 23 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 004-620-844 Lot 22 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 004-499-822 Lot 15 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 010-499-814 Lot 14 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

Parcel Identifier: 000-780-669 Lot 13 Section 29 Block 5 North Range 1 West New Westminster District Plan 19291

(the "Lands");

- B. The Owner proposes to use the Lands to develop and construct a 6-storey, residential building containing, *inter alia*, approximately 157 private dwelling units that are to be operated exclusively as rental units (the "**Development**");
- C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

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

#### 1. DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
  - (a) **"Agreement**" means this housing agreement and any amendments to or modifications of the same;
  - (b) "City" means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
  - (c) **"City Personnel**" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
  - (d) "Claims and Expenses" means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
  - (e) "Development" means as defined in Recital B;
  - (f) **"Dwelling Unit**" means each of the 157 dwelling units to be constructed within the Development;
  - (g) **"Lands**" means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*,
  - (h) "Owner" means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands;
  - (i) **"Rental Units**" means 157 Dwelling Units which must be made available by the Owner to the general public at arms' length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act,* S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
  - (j) **"Term**" means 25 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

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

- 2.1 During the Term the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.1 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.3 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.4 All of the Rental Units must be owned by the same Owner(s).
- 2.5 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

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

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

#### 4. <u>NOTICE</u>

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

(a) As to the City:

City of Surrey 13450 – 104 Avenue Surrey, BC V3T 1V8 Attention: General Manager, Planning and Development Department

(b) As to the Owner:

1326427 B.C. LTD. #200 – 8120 – 128 Street Surrey, BC V3W 1R1 Attention: <u>Jaswinder Singh Parmar - Director</u> And

Jaswinder S Parmar

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

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

#### 5. <u>GENERAL</u>

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors**. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

- 5.12 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.

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

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

#### **CITY OF SURREY**

By:

Authorized Signatory Brenda Locke, Mayor City of Surrey

By:

Authorized Signatory

Jennifer Ficocelli,

City Clerk and Director of Legislative Services City of Surrey

1326427 B.C. LTD.

By:

Authorized Signatory Name: Jaswinder Singh Parmar Title: Director

#### JASWINDER SINGH PARMAR.

By:

Authorized Signatory