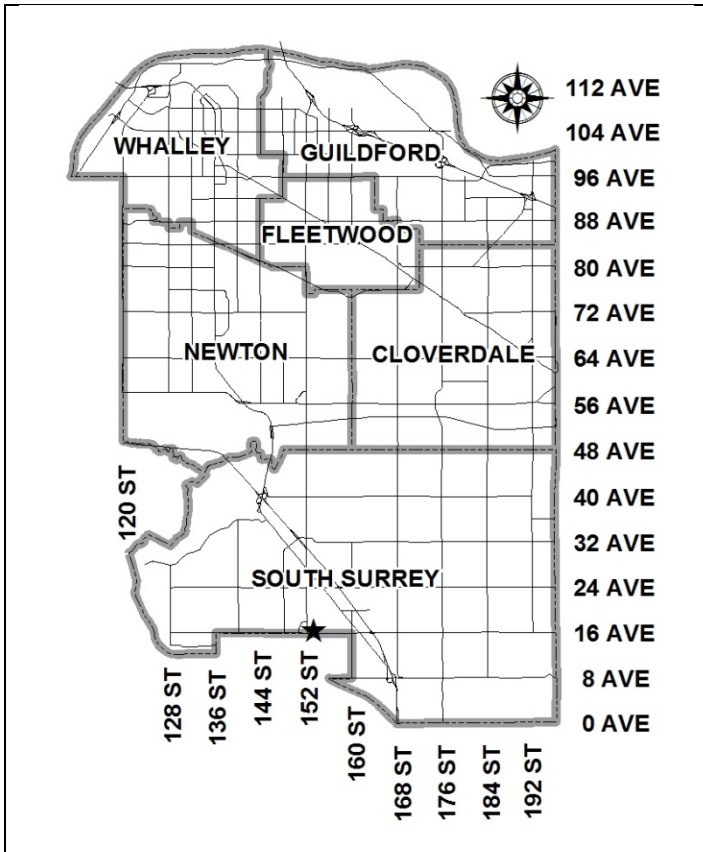


City of Surrey  
**PLANNING & DEVELOPMENT REPORT**

File: 7914-0281-00

Planning Report Date: November 3, 2014

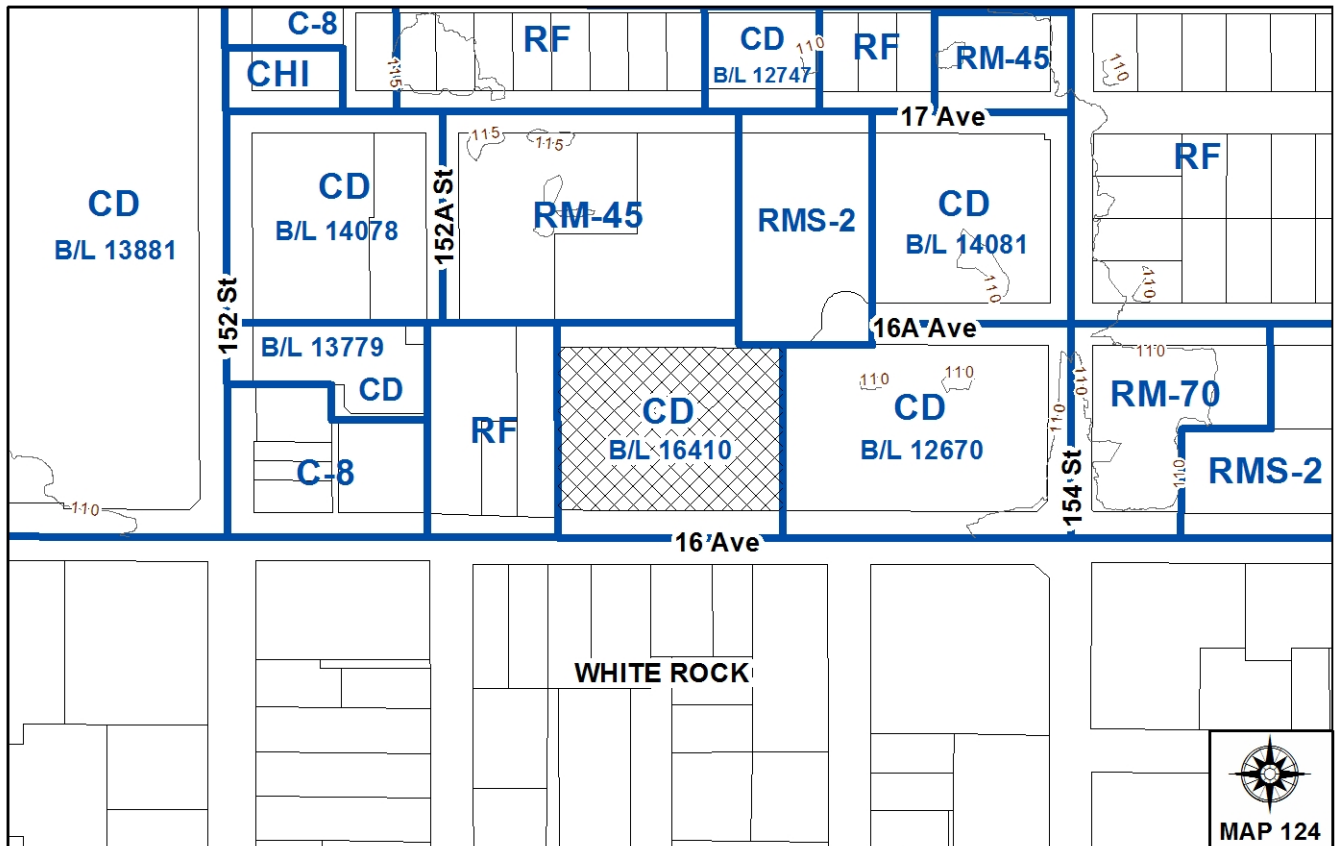


**PROPOSAL:**

- Amend CD By-law No. 16410
- Revised Housing Agreement

in order to permit a care facility and eating establishment within a mixed-use commercial and residential senior's facility.

**LOCATION:** 15333 - 16 Avenue  
**OWNER:** Prime Time (Abby Lane) Inc., Inc.  
 No. BC0967476  
**ZONING:** CD (By-law No. 16410)  
**OCP DESIGNATION:** Town Centre  
**Town Centre Plan DESIGNATION:** Multi-family Residential



### RECOMMENDATION SUMMARY

- Repeal Prime Time (Abby Lane) Inc. Housing Agreement, Authorization By-law, 2013, No. 17948.
- By-law Introduction and set date for Public Hearing for:
  - Amending CD By-law No. 16410; and
  - Revised Housing Agreement.

### DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

### RATIONALE OF RECOMMENDATION

- The proposed care facility use is an appropriate use for this mixed-use building in the Semiahmoo Town Centre. It will provide more types of senior's housing within this development. This will allow senior's to more easily transition from one housing type (supportive housing) to another (care facility) without having to move. There is a need for senior's housing within the City of Surrey, and this need will continue to grow as the baby boomer cohort of the population ages. Further, the provision of seniors' housing along the seniors' housing continuum is advocated for in many of the City's policies, strategies and regulations contained in the *Age Friendly Strategy for Seniors*, *Sustainability Charter*, and the new *Official Community Plan*.
- The applicant also proposes a small eating establishment on the main floor of the building. This is proposed to be a small café or coffee shop serving the employees and residents of the building. This is an appropriate use and welcomed amenity for this mixed-use building.
- The proposed revisions to the project require a lower parking demand than the previous proposal, and the applicant is providing 36 additional parking stalls above the minimum parking requirement under the CD Zone.

RECOMMENDATION

The Planning & Development Department recommends that:

1. Council repeal the existing Prime Time (Abby Lane) Inc. Housing Agreement, Authorization By-law, 2013, No. 17948 upon execution of the new Housing Agreement.
2. a By-law be introduced to amend Comprehensive Development By-law No. 16410 and a date be set for Public Hearing.
3. a By-law be introduced authorizing Council to enter into a revised Housing Agreement.
4. Council instruct staff to resolve the following issue prior to final adoption:
  - (a) finalization of the housing agreement.

REFERRALS

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

Parks, Recreation and Culture Department: No objection.

Surrey Fire Department: No objection.

City of White Rock: No objection.

SITE CHARACTERISTICS

Existing Land Use: Vacant site.

Adjacent Area:

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

## DEVELOPMENT CONSIDERATIONS

### Background

- In June 2007, Council considered a Planning & Development Report for Development Application No. 7906-0454-00 regarding the subject redevelopment application on the subject site in the Semiahmoo Town Centre. The proposal included an OCP Amendment to redesignate the site from "Multiple Residential" to "Town Centre", a land use contract discharge (LUC No. 539), rezoning from RF and C-8 to CD, and a Development Permit to permit development of an 8-storey mixed-use building including a senior's supportive housing residence.
- The proposed 8-storey mixed-use building is designed in accordance with the Stage 1 Land Use Concept of the updated Semiahmoo Town Centre Plan, approved by Council on September 25, 2006. The proposal under Development Application No. 7906-0454-00 included approximately 166 senior's independent living apartment units and approximately 4,054 square metres (43,637 sq.ft.) of commercial, predominantly medical office space.
- One of the conditions of the June 11, 2007 Planning & Development Report for Project 7906-0454-00 was that the applicant enter into a Housing Agreement with the City to restrict occupancy of the proposed dwelling units to persons 55 years of age or older and their spouses. The Housing Agreement was required in order to justify a reduced parking requirement of 0.46 parking stalls per unit for the residential component of the development. An Additional Planning Comments report from the Planning & Development Department to introduce the Housing Agreement was considered by Council on May 27, 2013.
- The By-laws associated with Development Application No. 7906-0454-00 received Final Adoption on December 16, 2013. Development Permit No. 7906-0454-00 was issued on the same day.

### Revised Proposal

- The applicant has revised the proposal to incorporate a community care facility component. This community care facility is comprised of 60 units/beds located on the third and fourth floors of the proposed building (Appendix II). The revised proposal includes, in addition to the care facility units/beds, 28 condominium independent living units, 90 rental independent living units and 2 guest suites, as well as approximately 4,416 square metres (47,533 sq. ft.) of commercial space. A revised Housing Agreement is required in order to reflect the revised proposal (Appendix IV).
- A small eating establishment is proposed on the main floor of the building, of approximately 74 square metres (797 sq. ft.) in size. While the space has not yet been leased, the applicant anticipates a café or coffee shop type operation.
- The current proposal requires some modifications to Development Permit No. 7906-0454-00. These modifications are considered minor in nature and are being reviewed and processed by staff as a minor amendment to the Development Permit.

CD Zone (By-law No. 16410) Amendment – New Uses

- In order to accommodate the revised proposal, a CD By-law amendment is required.
- The CD By-law (No. 16410) is proposed to be amended to include care facilities and eating establishments excluding drive-through restaurants with a maximum floor area of 150 square metres (1,615 sq. ft.) as permitted uses. The Intent section of the CD By-law is also proposed to be revised in order to reflect the new proposal (Appendix III).
- The reason for limiting the size of the eating establishment is to ensure that this facilitates the inclusion of a café type business, but does not allow for a larger-scale restaurant which would necessitate a higher parking demand. Eating establishments with floor areas of 150 square metres (1,615 sq. ft.) or less require three (3) parking stalls. This use will complement the office, retail and residential components of this mixed-use development.

CD Zone (By-law No. 16410) Amendment – Small-Scale Drug Store

- A housekeeping amendment is also required to permit a small-scale drug store. This use was anticipated when the project was originally presented to Council in 2007, and pharmacies were specifically included in the CD Zone as a permitted use.
- In 2008, amendments were made to the Surrey Zoning By-law which included definitions for "methadone dispensary", "drug store" and "small-scale drug store", and which established a minimum distance of 400 metres (1/4 mile) between new small-scale drug stores and existing drug stores and methadone dispensaries. Prior to 2008, pharmacies/drug stores were not defined in the Zoning By-law, and the minimum separation restriction was not in place. The amendments were made in order to address concerns from Council regarding the possible over-concentration of small stand-alone drug stores in certain areas of the City.
- As per the 2008 Zoning By-law amendment, small-scale drug stores are defined as, "a commercial establishment with a gross floor area of less than 600 square metres (6,450 sq. ft.) which fills a broad range of pharmaceutical prescriptions and excludes methadone dispensary".
- In this case, there are approximately 8 drug stores that exist within 400 metres (1/4 mile) of the subject site, including five (5) in the City of Surrey and three (3) in the City of White Rock. One (1) of these drug stores is an existing drug store on the subject site. There is a concentration of drug stores in the vicinity of the subject site. However, this is appropriate considering that (a) the nearby 152 Street corridor is a commercial centre and many pharmacies are located in this area of the Semiahmoo Town Centre, and (b) Peace Arch Hospital is within the 400 metre (1/4 mile) radius of the subject site, and therefore it is logical that healthcare related services, including pharmacies, are concentrated within the vicinity of the site.
- A small-scale drug store is an appropriate use for this mixed-use building and anticipated as part of the previous development application.

Parking

- The parking requirement for the subject development includes a requirement of 0.46 parking spaces per dwelling unit for each residential (apartment) unit, which is less than the standard Zoning By-law requirement for apartment buildings. All other uses permitted by the CD Zone are required to provide parking consistent with the Zoning By-law requirement.
- Under Development Permit No. 7906-0454-00, 207 parking stalls were proposed while 196 parking stalls were required based on the parking requirements of the CD Zone. Under the revised proposal, 235 parking stalls are proposed, which exceeds the 196 stalls required under the CD Zone.

PRE-NOTIFICATION

Pre-notification letters were sent out on October 20, 2014. Staff received three (3) responses to the pre-notification.

- Two (2) respondents had questions for clarification regarding the proposal but did not express any concerns.
- One (1) respondent expressed concern regarding 16A Avenue becoming a through road and tree removal as a result of road construction.

*The applicant was required to dedicate land and to construct a portion of 16A Avenue in order to meet the engineering requirements as part of Development Application No. 7906-0454-00. As per the Semiahmoo Town Centre Plan Interim Transportation Concept, 16A Avenue is planned to connect 154 Street to 152A Street in the future. This future through-road will increase connectivity in the Semiahmoo Town Centre and assist in improving the overall street network.*

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners, Action Summary and Project Data Sheets
Appendix II.	Rendering and Floor Plans
Appendix III.	Proposed CD By-law Amendment
Appendix IV.	Proposed Housing Agreement By-law and Housing Agreement

*original signed by Nicholas Lai*

Jean Lamontagne  
General Manager  
Planning and Development

HK/da

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# DEVELOPMENT DATA SHEET

Zoning: CD By-law No. 16410

Required Development Data	Minimum Required / Maximum Allowed	Proposed
<b>LOT AREA*</b> (in square metres)		
Gross Total		
Road Widening area		
Undevelopable area		
Net Total		0.834 ha
<b>LOT COVERAGE</b> (in % of net lot area)		
Buildings & Structures	55%	43.20%
Paved & Hard Surfaced Areas		28.87%
Total Site Coverage		72.08%
<b>SETBACKS</b> ( in metres)		
Front	6 m	6 m
Rear	7.5 m	7.5 m
Side #1 (West)	7.5 m	7.5 m
Side #2 (East)	7.5 m	7.5 m
<b>BUILDING HEIGHT</b> (in metres/storeys)		
Principal	30 m	29 m
Accessory		
<b>NUMBER OF RESIDENTIAL UNITS</b>		
Bachelor		2
One Bed		80
Two Bedroom		38
Care facility beds/units		60
Total		180
<b>FLOOR AREA: Residential</b>		18,596 m <sup>2</sup>
<b>FLOOR AREA: Commercial</b>		4,416 m <sup>2</sup>
Retail		
Office		
Total		
<b>FLOOR AREA: Industrial</b>		N/A
<b>FLOOR AREA: Institutional</b>		N/A
<b>TOTAL BUILDING FLOOR AREA</b>		23,012 m <sup>2</sup>

*\* If the development site consists of more than one lot, lot dimensions pertain to the entire site.*



**Development Data Sheet cont'd**

<b>Required Development Data</b>	<b>Minimum Required / Maximum Allowed</b>	<b>Proposed</b>
<b>DENSITY</b>		
# of units/ha /# units/acre (gross)		
# of units/ha /# units/acre (net)		
FAR (gross)		
FAR (net)	2.5	2.5
<b>AMENITY SPACE (area in square metres)</b>		
Indoor	540 m <sup>2</sup>	1,467 m <sup>2</sup>
Outdoor	540 m <sup>2</sup>	1,862 m <sup>2</sup>
<b>PARKING (number of stalls)</b>		
Commercial		
Industrial		
Residential Bachelor + 1 Bedroom		
2-Bed		
3-Bed		
Residential Visitors		
Institutional		
Total Number of Parking Spaces	199	235
Number of disabled stalls	2	5
Number of small cars	50	40
Tandem Parking Spaces: Number / % of Total Number of Units		
Size of Tandem Parking Spaces width/length		

Heritage Site	NO	Tree Survey/Assessment Provided	YES*
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\*With Development Application No. 7906-0454-00









CITY OF SURREY

BY-LAW NO. \_\_\_\_\_

A by-law to amend "Surrey Zoning By-law, 1993, No. 12000, Amendment By-law, 2007, No. 16410"

.....

THE CITY COUNCIL of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. "Surrey Zoning By-law, 1993, No. 12000, Amendment By-law 2007, No. 16410" is hereby amended as follows:

(a) Delete Section 2.A. Intent and replace with the following:

"A. Intent

This Comprehensive Development Zone is intended to accommodate and regulate the development of a mixed-use, medium density, multiple unit residential building and related amenity spaces, a care facility which is subject to the Community Care and Assisted Living Act, S.B.C., 2002, c.75, as amended, and limited office, retail and eating establishment space which are to be developed in accordance with a comprehensive design and subject to a Housing Agreement entered into between the owner of the Lands and the City."

(b) In Section 2.B. Permitted Uses delete Section 2.B.2 and replace with the following:

"2. Care facilities.

3. Accessory uses including the following:

(a) Offices limited to medical laboratories, medical and dental offices and their auxiliary uses;

(b) Eating establishments excluding drive-through restaurants provided that the gross floor area is less than 150 square metres [1,615 sq. ft.]; and

(c) Retail stores limited to:

i. Convenience stores, provided that the total floor area for sales and display open to the public within a building is not more than 150 square metres [1,615 sq. ft.]; and

ii. A maximum of 2 small-scale drug stores on the Lands notwithstanding Section E.28 of Part 4 General Provisions of Surrey Zoning By-law, 1993, No. 12000, as amended.

(c) In Section 2.L. Other Regulations delete Section 2.L.7 and replace with the following:

"7. *Building* permits shall be subject to the Surrey Building By-law, 2012, No. 17850, as amended, and the Surrey Development Cost Charge By-law, 2013, No. 17856, as amended, and the development cost charges shall be based on the applicable RM-135 Zone, RMS-2 Zone and C-15 Zone."

(d) In Section 2.L. Other Regulations, insert a new Section 2.L.10 as follows:

"10. Provincial licensing of *care facilities* is regulated by the Community Care and Assisted Living Act, S.B.C., 2002, c.75, as amended."

2. This By-law shall be cited for purposes as "Surrey Zoning By-law, 1993, No. 12000, Amendment By-law, 2007, No. 16410, Amendment By-law, 2014, No. \_\_\_\_\_."

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

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

PASSED THIRD READING ON THE \_\_\_\_\_ th day of \_\_\_\_\_, 20 .

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

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CITY OF SURREY

BY-LAW NO.

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

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

AND WHEREAS Section 905 of the Local Government Act, R.S.B.C. 1996 c.323, as amended (the "*Local Government Act*"), empowers the Council or the City of Surrey to enter into a housing agreement.

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

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

Prime Time (Abby Lane) Inc., Inc. No. BC0967476  
 120 - Adelaide Street West, Suite 1202  
 Toronto, ON M5H 1T1

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

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

15333 – 16 Avenue

(the "Lands")

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



3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 905 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.
  
4. This By-law shall be cited for all purposes as "Prime Time (Abby Lane) Inc. Housing Agreement, Authorization By-law, 2014, No. \_\_\_\_\_."

PASSED THREE READINGS on the \_\_\_\_ day of \_\_\_\_\_, 2014.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

**HOUSING AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN:

**PRIME TIME (ABBY LANE) INC. [Incorporation #BC0967476]** #1202 - 120 Adelaide Street West, Toronto, Ontario (M5H 1T1)

(the “**Owner**”)

OF THE FIRST PART

A N D :

**CITY OF SURREY**, 13450 – 104th Avenue, Surrey, B.C. (V3T 1V8)

(the “**City**”)

OF THE SECOND PART

**W H E R E A S :**

- [A] The Owner is the registered owner of those lands and premises in the City of Surrey, in the Province of British Columbia, which are more particularly described in Schedule “A” attached (the “**Lands**”).
- [B] The Owner proposes to develop the Lands with a residential retirement facility comprised of 28 condominium independent living units, 90 rental independent living units, and a community care facility of up to 60 beds/units for a total of up to 178 units for occupancy by Qualified Occupants (as hereinafter defined) and 2 units for occupancy by guests of Qualified Occupants (as hereinafter defined) (the “**Development**”).
- [C] The Owner has requested the City to amend Development Permit No. 7906-0454-00 and to rezone the Lands to permit a seniors residential retirement and community care facility and it is a condition of approving the relevant Development Permit and rezoning that the parties enter into this Agreement in order to restrict the occupancy of every Independent Living Unit and Community Care Facility Unit (as hereinafter defined) to be constructed on the Lands.
- [D] Section 905 of the *Local Government Act*, R.S.B.C. 1996, Chapter 323, as amended, authorizes the City, by by-law to enter into a housing agreement and file a notice of same in the Land Title Office following which the housing agreement is binding on all persons who acquire an interest in the land affected by that agreement.

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

## 1. DEFINED TERMS AND SCHEDULES

1.1 In and for the purposes of this Agreement, the following terms shall have the following respective meanings:

- [a] **“CCALA”** means the *Community Care and Assisted Living Act*, S.B.C., 2002, c.75, as amended.
- [b] **“Community Care Facility Unit”** means each of the 60 units / beds of the Development to be constructed by the Owner upon the Lands that will be available to a Qualified Occupant and designated as a “community care facility” as defined by the CCALA.
- [c] **“Guest Housing Unit”** means each of the 2 dwelling units of the Development to be constructed by the Owner upon the Lands that will be available for occupancy by guests of a Qualified Occupant;
- [d] **“Independent Living Unit”** means each of the 28 strata lots comprising independent dwelling units and 90 rental independent dwelling units of the Development to be constructed by the Owner upon the Lands that will be available to a Qualified Occupant;
- [e] **“Qualified Occupant”**:
  - (i) With respect to an Independent Living Unit means a Senior (as hereinafter defined) and all persons who qualify as a Spouse of a Qualified Occupant of an Independent Living Unit with respect to an Independent Living Unit; and
  - (ii) With respect to a Community Care Facility Unit means a Senior (as hereinafter defined) who is a “person in care” as defined in the CCALA.
- [f] **“Senior”** means a person who is at least 55 years of age; or a person who is deemed to be physically disabled by a doctor and therefore requires the same type of living facility as if 55 years of age or older;
- [g] **“Spouse of a Qualified Occupant of an Independent Living Unit”** means a person living in a spousal relationship with a Qualified Occupant and includes a person who was the spouse of a Qualified Occupant who resided in a Independent Living Unit at the time of the Qualified occupant’s death and **“Spouses of Qualified Occupants”** means all persons who qualify as a Spouse of a Qualified Occupant of an Independent Living Unit;
- [h] **“Term”** means the period commencing on the date of this Agreement and continuing in full force and effect in perpetuity or until this agreement is set aside by the mutual consent, in writing, of the Parties or by the operation of law; and
- [i] **“this Agreement”** means this Housing Agreement, including Schedule “A”, and any amendments or modifications of same.

1.2 The captions, section numbers and article numbers appearing in this Agreement are inserted for convenience of reference and shall in no way define, limit, construe or describe the scope or intent of this Agreement or in any way affect this Agreement.

- 1.3 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include firms and corporations and vice versa.
- 1.4 Unless otherwise stated, a reference in this Agreement to a numbered or lettered article, section, paragraph or clause refers to the article, section, paragraph or clause bearing that number or letter in this Agreement.
- 1.5 The words “hereof”, “hereunder” and similar expressions used in any section, paragraph or clause of this Agreement shall relate to the whole of this Agreement and not to that section, paragraph or clause only unless otherwise expressly provided.

## **2. OCCUPANCY OF UNITS RESTRICTED TO QUALIFIED OCCUPANTS**

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

## **3. LIABILITY**

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

#### 4. NOTICES

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

[a] as to the City:

13450 – 104<sup>th</sup> Avenue  
Surrey, B.C. (V3T 1V8)

Attention: General Manager of Planning and Development Department

[b] as to the Owner:

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

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

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

#### 5. GENERAL

5.1 Nothing in this Agreement:

[a] affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land; or

[b] relieves the Owner, Qualified Occupants, Spouses of Qualified Occupants, Caregivers and Resident Managers from complying with any enactment, including the City's by-laws, in relation to the use or subdivision of the Lands, save as excepted in this Agreement.

5.2 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

5.3 Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

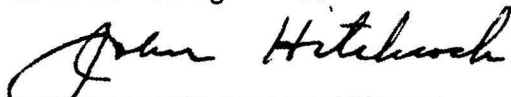
5.4 This Agreement shall be construed in accordance with and governed by the law of the Province of British Columbia.

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

- 5.6 Upon request by the City, the Owner, Qualified Occupants or Spouses of Qualified Occupants will promptly do such acts and execute such documents as the City may reasonably require, in the reasonable opinion of the City, to give effect to this Agreement.
- 5.7 This is the entire agreement between and among the parties concerning the subject matter of this Agreement and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 5.8 This Agreement may be enforced by prohibitory and mandatory court order of the Court. In any action to enforce this Agreement, the City shall be entitled to Court costs on a solicitor and own client basis.
- 5.9 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors, trustees and assigns and all parties claiming through them and this Agreement shall ensure to the benefit of and be binding upon the City and its administrators, successors and assigns.
- 5.10 From and after such time as the Owner ceases to have a legal interest in the Lands, the personable liability of the Owner shall likewise cease with respect to all liability arising by reason of an act or omission, whether by breach, default or otherwise with respect to the provisions of this Agreement, occurring after the Owner ceases to have any further interest in the relevant Lands, but the terms of this Agreement shall run with the Lands and be binding on each and every legal and beneficial owner of the Lands from time to time.

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

**Prime Time (Abby Lane) Inc.**  
by its authorized signatories:



\_\_\_\_\_  
Print Name: John Hitchcock



\_\_\_\_\_  
Print Name: Judy Freeman

**City of Surrey** by its  
authorized signatories:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**SCHEDULE "A"**

PID #: 029-288-576

Lot A  
Section 14  
Township 1  
New Westminster District  
Plan EPP27545