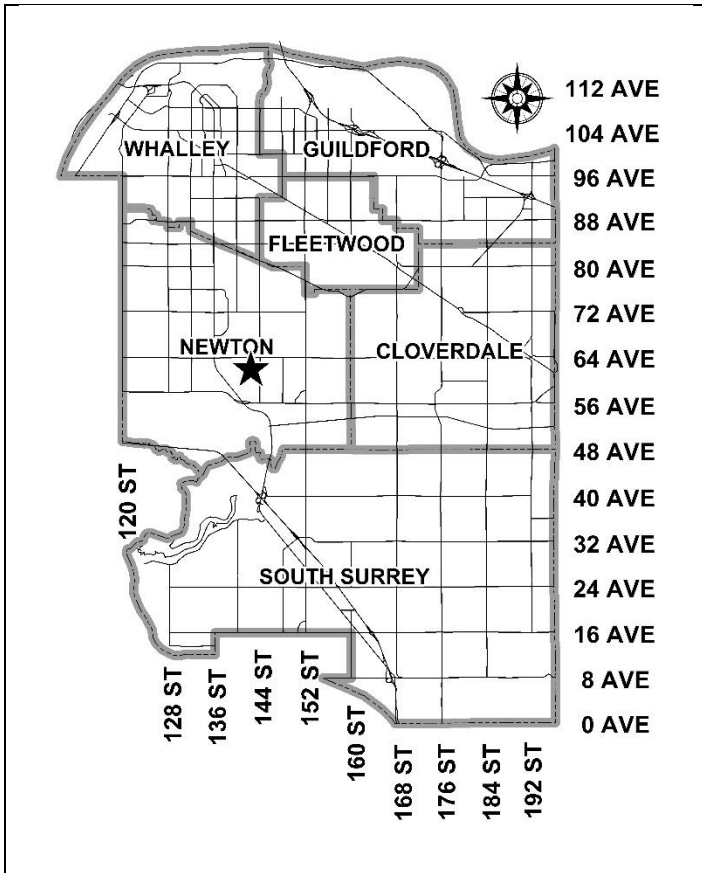


City of Surrey
PLANNING & DEVELOPMENT REPORT

Application No.: 7918-0132-00

Planning Report Date: September 14, 2020



PROPOSAL:

- **NCP Amendment** from Mixed Commercial-Residential (Townhouses) to Mixed Commercial-Residential (Apartments)
- **Rezoning** from RH to CD (based on RM-30 and C-5)
- **Development Permit**
- **Housing Agreement**

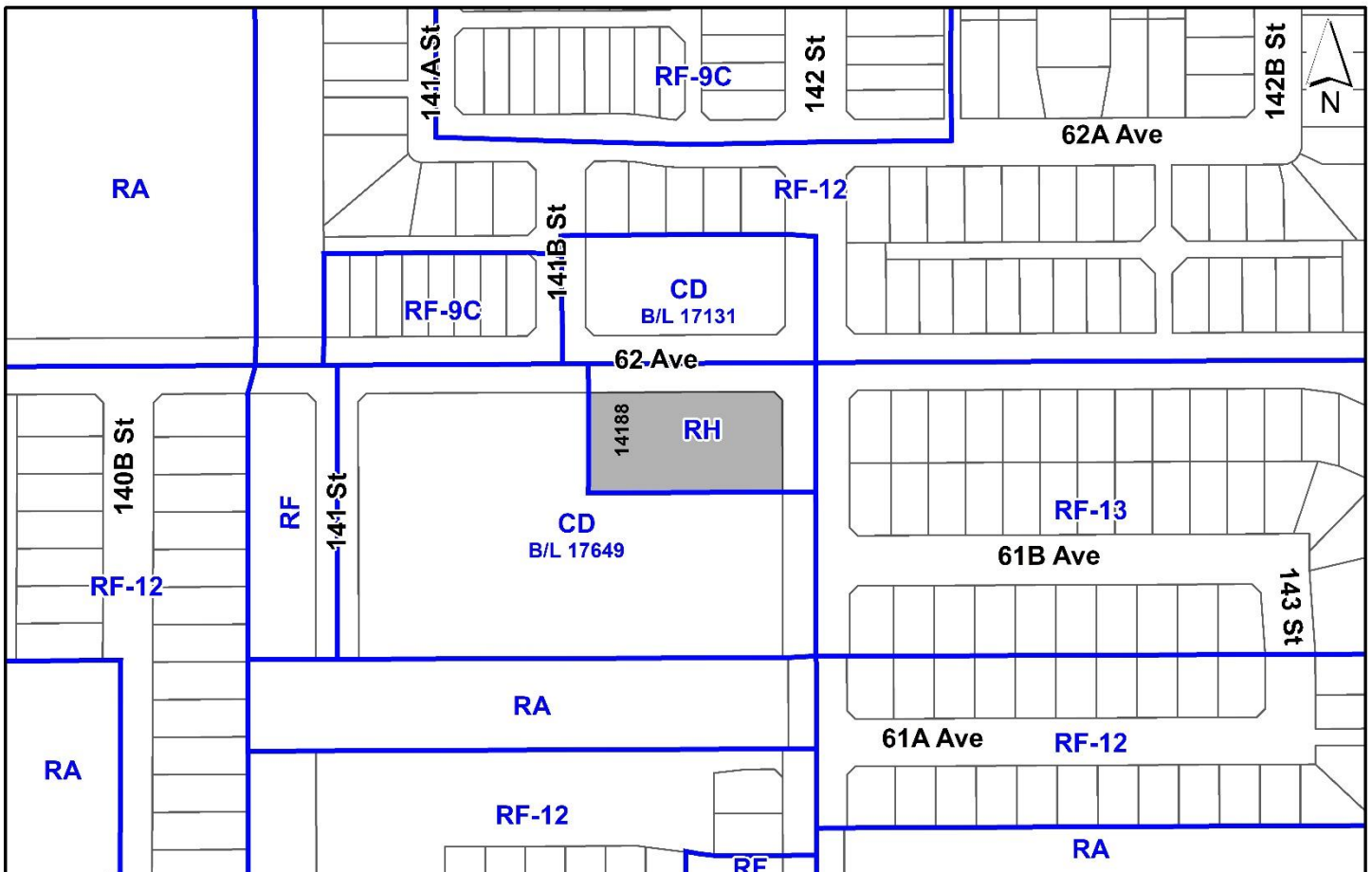
to permit the development of a three-storey mixed-use building consisting of 18 rental apartment units and 477 square metres of ground-floor commercial space.

LOCATION: 14188 - 62 Avenue

ZONING: RH

OCP DESIGNATION: Urban

NCP DESIGNATION: Mixed Commercial-Residential (Townhouses)



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for 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

- The applicant is proposing an amendment to the South Newton Neighbourhood Concept Plan (NCP) to redesignate the site from Mixed Commercial-Residential (Townhouses) to Mixed Commercial-Residential (Apartments).

RATIONALE OF RECOMMENDATION

- The proposal complies with the Urban designation in the Official Community Plan (OCP).
- The proposal complies with the General Urban designation in the Metro Vancouver Regional Growth Strategy (RGS).
- The proposal complies with the Development Permit requirements in the OCP for Form and Character.
- The proposed building achieves an attractive architectural built form, which utilizes high quality, natural materials and contemporary lines. The street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.
- The proposal contributes to the creation of a mixed-use neighbourhood centre that supports the needs of local residents by including local-oriented shopping, services, and amenities within easy walking and cycling distance in order to reduce dependency on private vehicles, consistent with the intention of the land use designation in the NCP.
- The proposed design interfaces sensitively with neighbouring development and responds well to its site context.
- There is a lack of apartment units in the area. The majority of homes in the area are 3-and 4-bedroom single family homes and townhomes. One, two, and three-bedroom apartment units fill a gap in the current housing stock in the area.
- The proposed 18 rental apartment units will enhance the community and will help achieve the policies or objectives identified in the OCP and the Affordable Housing Strategy.

RECOMMENDATION

The Planning & Development Department recommends that:

1. A By-law be introduced to rezone the subject site from "Half-Acre Residential Zone (RH)" to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
2. A By-law be introduced to enter into a Housing Agreement and be given First, Second and Third Readings, to allow the property owner and the City of Surrey to enter into a Housing Agreement to secure the rental apartment units (Appendix VII) for a period of 20 years.
3. Council authorize staff to draft Development Permit No. 7918-0132-00 generally in accordance with the attached drawings (Appendix I).
4. Council instruct staff to resolve the following issues prior to final adoption:
 - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
 - (b) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
 - (c) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
 - (d) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
 - (e) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
 - (f) registration of a Section 219 Restrictive Covenant to ensure that, if the rental use is discontinued in the future, the City's needs with respect to Community Amenity Contributions (CAC), including Affordable Housing, Capital Projects and Tier 2 Capital Plan Project CACs, will be adequately met, to the satisfaction of the General Manager Planning & Development Department; and
 - (g) discharge Restrictive Covenant CA4967954 (No Build).
4. Council pass a resolution to amend South Newton Neighbourhood Concept Plan (NCP) to redesignate the land from Mixed Commercial-Residential (Townhouses) to Mixed Commercial-Residential (Apartments) when the project is considered for final adoption.

SITE CONTEXT & BACKGROUND

Direction	Existing Use	NCP Designation	Existing Zone
Subject Site	Vacant site	Mixed Commercial/Residential Townhouse	RH
North (Across 62 Avenue):	Mixed-use commercial/residential development	Mixed Commercial/Residential Townhouse	CD By-law No. 17131
East (Across 142 Street):	Single Family Small Lots	Single Family Small Lots	RF-13
South and West:	Townhouses	Townhouses (25 u.p.a. max)	CD By-law No. 17649

Context & Background

- The 0.25 hectare subject site is located on the southwest corner of 142 Street and 62 Avenue in South Newton. It is designated "Urban" in the Official Community Plan (OCP) and "Mixed Commercial/Residential Townhouse" in the South Newton Neighbourhood Concept Plan (NCP).
- As part of Development Application No. 7909-0132-00, the subject site was subdivided and rezoned to "Half-Acre Residential Zone (RH)" as a holding zone to preserve the opportunity for a mixed-use development consistent with the NCP.

DEVELOPMENT PROPOSAL**Planning Considerations**

- The applicant is proposing an NCP amendment from "Mixed Commercial/Residential Townhouse" to "Mixed Commercial/Residential Apartment", rezoning from RH to CD (based on RM-30 and C-5), and a Form and Character Development Permit to facilitate the development of a three-storey mixed-use building.

	Proposed
Lot Area	
Net Site Area:	0.25 hectare
Number of Lots:	1
Building Height:	13.1 metres
Unit Density:	29 u.p.a.
Floor Area Ratio (FAR):	1.01 FAR
Floor Area	
Residential:	2,076 m ²
Commercial:	476 m ²
Total:	2,552 m ²
Residential Units:	
1-Bedroom:	4 units
2-Bedroom:	9 units

	Proposed
3-Bedroom:	5 units
Total:	18 units

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 provided the following projections for the number of students from this development:**

1 Elementary student at Woodward Hill Elementary School
1 Secondary student at Sullivan Heights Secondary School

(Appendix III)

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Summer 2022.

Parks, Recreation & Culture: No concerns.

Surrey Fire Department: No concerns.

Advisory Design Panel: The proposal was considered at the ADP meeting on August 22, 2019 and was conditionally supported. The applicant has resolved the outstanding items from the ADP review as outlined in the Development Permit section of this report. Any additional revisions will be completed prior to Council's consideration of Final Adoption of the rezoning by-law, to the satisfaction of the Planning and Development Department.

Transportation Considerations

- Road dedication requirements for the subject site were previously met under Development Application No. 7909-0132-00.
- Site access is proposed from 62 Avenue on the north side of the property.

Sustainability Considerations

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

POLICY & BY-LAW CONSIDERATIONS

Regional Growth Strategy

- The proposal complies with the "General Urban" designation in the RGS.

Official Community Plan

Land Use Designation

- The proposal complies with the "Urban" designation in the OCP.

Themes/Policies

- The proposal provides a range of unit types (OCP Policy B1.36 and F3.22).
- The proposal contributes to the creation of a mixed-use neighbourhood centre that supports the needs of local residents by including local-oriented shopping, services, and amenities within easy walking and cycling distance in order to reduce dependency on private vehicles (OCP Policy B4.11).
- The proposed rental tenure of the building provides housing diversity in the South Newton Neighbourhood Concept Plan (NCP) area (OCP Policy F3.7, F3.9 and F3.14).

Secondary Plans

Land Use Designation

- The proposal includes an amendment to the South Newton Neighbourhood Concept Plan (NCP) from "Mixed Commercial-Residential (Townhouses)" to "Mixed Commercial-Residential (Apartments)".

Amendment Rationale

- The applicant provided rationale for the proposed NCP amendment as follows:
 - The development proposal integrates well with the existing townhouse use to the south and west of the site by the use of landscape buffers along these two edges.
 - The use of the apartment form allows the project to take advantage of the hillside topography and provide a green roof over the underground parking level.
 - The apartment form is only 2 storeys in height on the south side and setback considerably from the townhouse buildings south and west of the site. Greater distance and lesser height is possible with the apartment form along these interfaces.
 - There is bus service within the vicinity of the site. Bus Route 364 and 342 are both approximately 400 metres from the site.

- There is a lack of apartment units in the area. The majority of homes in the area are 3-and 4-bedroom single family homes and townhomes. One, two, and three-bedroom apartment units fill a gap in the current housing stock in the area.
- The applicant is proposing a Housing Agreement to restrict all of the proposed 18 units in the building to a rental tenure for a minimum period of 20 years from the date when an Occupancy Permit is issued for the building. This will also increase the housing diversity of the neighbourhood.
- Because the applicant is proposing rental housing with a Housing Agreement, the project is exempt from Community Amenity Contribution (CAC) requirements.

Themes/Objectives

- The proposal is consistent with the NCP goals of providing a mix of housing densities and types, creating opportunities for neighbourhood centres, and creating pedestrian-friendly and walkable neighbourhoods.
- The intention in the NCP was to create a small neighbourhood-oriented, mixed commercial-residential centre at the intersection of 62 Avenue and 142 Street. The proposal will provide a focal point for the neighbouring residential areas and serve the daily shopping needs of adjacent residents. There is a mixed-use centre across the street, north of 62 Avenue; the proposed development will complete this small mixed-use node in the South Newton neighbourhood as envisioned in the NCP.

CD By-law

- The applicant is proposing a "Comprehensive Development Zone (CD)" to accommodate a mixed commercial-residential building on the subject site. The proposed CD By-law for the development site identifies the uses, densities and setbacks. The CD By-law will have provisions based on the "Multiple Residential 30 Zone (RM-30)" and the "Neighbourhood Commercial Zone (C-5)".
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the RM-30 Zone, C-5 Zone and the proposed CD By-law is illustrated in the following table:

	Permitted and/or Required		Proposed
	RM-30	C-5 Zone	
Floor Area Ratio:	1.0	0.5	1.01
Lot Coverage:	45%	33%	63%
Permitted Uses:	<p>RM-30: Multiple unit residential buildings, ground-oriented multiple unit residential buildings and childcare centres.</p> <p>C-5: Neighbourhood scale commercial uses (list in details in Section B.1 and B.2 of the C-5 Zone)</p>		Multiple unit residential buildings, and all uses permitted under Section B.1 of the C-5 Zone with the exception of Neighbourhood Pub, Gymnasium and Child Care Centre. The CD By-law will also restrict eating establishment to a maximum floor area of 150 square metres.
Yards and Setbacks			
Front (142 Street):	4.5 m	7.5 m	2.0 m
Rear (West):	6.0 m	7.5 m	3.0 m
Side (South):	6.0 m	7.5 m	12.0 m
Side Flanking (62 Ave):	4.5 m	7.5 m	4.0 m
Height of Buildings			
Principal buildings:	13 m	9 m	13.1 m
Amenity Space			
Indoor Amenity:	54 square metres		54 m ² required 63 m ² provided
Outdoor Amenity:	54 square metres		54 m ² required 189 m ² provided
Parking (Part 5)	Required		Proposed
Number of Stalls			
Commercial:	14.3		14
Residential:	26.2		26
Residential Visitor:	3.6		4
Total:	44.1		44
Bicycle Spaces			
Residential Secure Parking:	21.6		22
Residential Visitor:	6		6

- The lot coverage at 63 percent is higher than what is permitted in the RM-30 and C-5 Zones. The coverage for the exposed visible building that is visible above grade is 38.3 percent, which is less than the 45% permitted in the RM-30 Zone. The reason for the increase is in the definition of Lot Coverage in the Zoning Bylaw, which stipulates that any building protruding 0.6 metres or more above the existing grade is counted toward lot coverage. Much of the below grade parking is above the existing grade, although it will be buried under a green roof. With the building tucked into the hillside and the hillside rising in behind to meet the building, most of this added coverage is not visible in the new site grades. The visible portion of the added coverage only occurs to the west of the building, where the drive aisle and parking moves from the 2 exposed parking stalls to the covered parking area.
- The front yard (142 Street) and side yard flanking (62 Avenue) setbacks are reduced from what is permitted in the RM-30 and C-5 Zones. These setbacks are appropriate in order to create a more urban streetscape, allow for surveillance of the public realm, and support the walkability of this pedestrian-oriented mixed-use neighbourhood centre.
- The rear (west) yard setback is also reduced from what is permitted in either the RM-30 or C-5 Zones. The setback is 3 metres to the parking garage, which allows for a landscape buffer along this edge, and 16.5 metres to the building face.
- The proposed CD Bylaw restricts the size of eating establishments to a maximum of 150 square metres and does not permit child care centres. These restrictions are due to the limited parking on the site, as these uses require a higher amount of parking. Neighbourhood pubs are not permitted as this is not considered to be an appropriate use in this context.

Housing Agreement

- Section 483 of the Local Government Act authorizes local governments to enter into Housing Agreements for terms and conditions agreed to by the owner and the local government regarding the occupancy of dwelling units.
- The attached Housing Agreement (Appendix VII) will be adopted by By-law and registered as a Notice on Title. The agreement will restrict the 18 proposed apartment units in the building to a rental tenure for a minimum period of 20 years from the date when an Occupancy Permit is issued for the building.
- The City may from time to time require that the owner of the building provide written proof of compliance with the Housing Agreement.
- The Housing Agreement By-law will be brought forward concurrently with Final Adoption, once all of the outstanding conditions associated with the Development Permit are fulfilled.

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.

- As per Schedule G of the Zoning Bylaw and the updated Density Bonus Policy, purpose-built rental housing (with a Housing Agreement) are excluded from the Capital Projects CAC requirement.

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 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.
- As per Schedule G of the Zoning Bylaw and the updated Density Bonus Policy, purpose-built rental housing (with a Housing Agreement) are excluded from the Affordable Housing Contribution requirement.

Public Art Policy

- Purpose-built rental housing projects are exempted from Surrey's Private Development Public Art Policy & Program requirements.

Deferred Contribution Restrictive Covenant

- A Section 219 Restrictive Covenant is required to be registered on the title of the property to ensure that, if the rental use is discontinued in the future, the City's needs with respect to CACs, including Affordable Housing, Capital Projects and Tier 2 Capital Plan Project CACs will be adequately met, to the satisfaction of the General Manager of the Planning & Development Department.

PUBLIC ENGAGEMENT

- Pre-notification letters were sent on June 20, 2019 and re-sent on August 25, 2020. The Development Proposal Sign was installed in June 2019. Staff received one (1) e-mail from a neighbouring resident in response. The respondent indicated opposition to the proposal, indicating the proposed development will be out of character with the existing neighbourhood which is predominantly single family homes and townhomes.

(The proposed development sensitively interfaces with neighbouring developments and meets the general intent of the NCP designation which calls for a mixed-use development on the subject site. Further, it will increase housing diversity in the neighbourhood and increase the local supply of rental housing, consistent with the Affordable Housing Strategy and the OCP.)

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 South Newton Neighbourhood Concept Plan (NCP).

- The proposed development generally complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the South Newton Neighbourhood Concept Plan (NCP).
- The proposed building is 3-storeys with a rectangular shape. The ground floor retail spaces step down the site slope along the 62 Avenue frontage. Hard surface areas and at-grade planters compliment the glazed, ebony brick veneer commercial frontages. Adjacent to the commercial frontage on 62 Avenue is a glazed residential lobby space.
- The underground parking level under the south half of the site is behind the residential and commercial frontage. It is accessed off 62 Avenue. The parkade structure is notched in at the south east corner to retain two (2) Horse Chestnut trees along the 142 Street frontage. On the roof of this structure is a large south-facing landscaped outdoor amenity area for the residential apartment owners.
- The proposed residential apartment units are comprised of a mix of one-, two- and three-bedroom units. These units are located on the second and third floors of the building.
- The residential portion of the building is comprised of an elongated, white hardi-panel clad rectangular prism capped with sloped cedar soffits and indented with deck recesses clad in dark hardi-panels on the back walls.
- The applicant had previously proposed a cantilever over an excavated surface parking area at the site entry on 62 Avenue, on the northwestern side of the site. Staff and the ADP expressed concerns regarding the cantilever, as too much emphasis was placed on the cantilever and the parking lot, at odds with the goal of making the project pedestrian-oriented. In response, the project architect revised the design by removing the cantilever and significantly reducing the exposed face of the parking structure. Staff are satisfied with the revisions; they address staff's previously cited concerns and ADP comments.

Landscaping

- The landscape design reinforces a pedestrian-friendly setting providing semi-private and semi-public outdoor spaces for the residents with opportunities for diverse uses.
- Along the streetscape on 62 Avenue and 142 Street are rhythmically spaced trees and at-grade planters to separate the private pedestrian-friendly area and the street.
- Extensive shrub and tree planting is provided on the south and west sides, providing seasonal foliage and colour. Minimum 3 metre wide landscape buffers separate the proposed development from the neighbouring townhouses on the south and west sides.
- The architectural and landscape drawings have been reviewed by staff and are generally acceptable. Any minor revisions that are required can be addressed prior to Final Adoption.

Indoor Amenity

- Based upon the standard Zoning Bylaw requirement of 3 square metres per dwelling unit for indoor amenity space, the proposed development requires 54 square metres of indoor amenity space.
- The proposed 63 square metres of indoor amenity space exceeds the Zoning Bylaw requirement. The indoor amenity space is to be located on the second floor of the building and will include a washroom and a lounge area and opens directly onto the outdoor amenity space. The indoor amenity space is functional as it can be programmed in a variety of ways to meet the needs of the residents.

Outdoor Amenity

- Based upon the standard Zoning Bylaw requirement of 3 square metres per dwelling unit for outdoor amenity space, the proposed development requires 54 square metres of outdoor amenity space.
- The proposed 189 square metres of outdoor amenity exceeds the requirement of the Zoning Bylaw. The outdoor amenity space is located adjacent to the indoor amenity area, and includes a lounge/seating area, community garden plots, and play lawn.

TREES

- Vanessa Melney, 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 tree retention and removal by tree species:

Table 1: Summary of Tree Preservation by Tree Species:

Tree Species	Existing	Remove	Retain
Deciduous Trees (excluding Alder and Cottonwood Trees)			
American Sweetgum	1	1	0
Horse Chestnut	2	0	2
Coniferous Trees			
Douglas Fir	2	2	0
Spruce	1	1	0
Western Hemlock	16	16	0
Western Red Cedar	12	12	0
Total	34	32	2
Total Replacement Trees Proposed (excluding Boulevard Street Trees)		69	
Total Retained and Replacement Trees		71	

- The Arborist Assessment states that there is a total of 34 mature trees on the site. It was determined that two (2) trees can be retained as part of this development proposal.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 2 to 1 replacement ratio. This will require a total of 64 replacement trees on the site. The applicant is proposing 69 replacement trees, exceeding City requirements.
- The new trees on the site will consist of a variety of trees including Vine Maple, Japanese Red Maple, Horse Chestnut, Autumn Brilliance Serviceberry, Star Magnolia, Serbian Spruce, Japanese Stewartia and Japanese Snowbell.
- In summary, a total of 71 trees are proposed to be retained or replaced on the site.

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

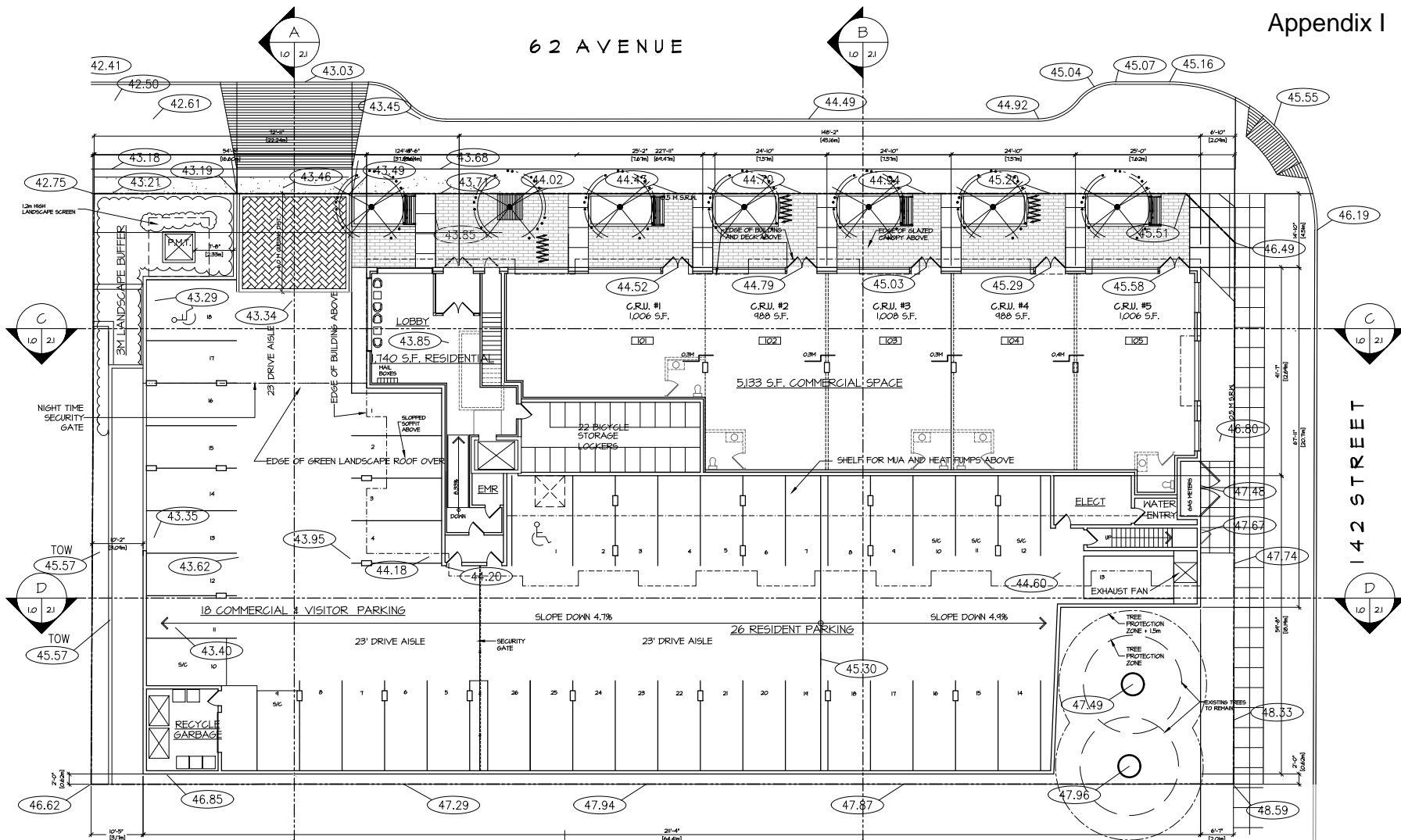
Appendix I.	Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix II.	Engineering Summary
Appendix III.	School District Comments
Appendix IV.	Summary of Tree Survey and Tree Preservation
Appendix V.	NCP Plan
Appendix VI.	ADP Comments and Response
Appendix VII.	Proposed Housing Agreement

approved by Shawn Low

Jean Lamontagne
General Manager
Planning and Development

HK/cm

62 AVENUE



DEVELOPMENT DATA

ZONING: CD
SITE AREA: 26,246 S.F., 0.617 AC, 0.25 HA
DENSITY: 24.2 U.P.A., 72.0 U.P.H.A., 10 UNITS
SITE COVERAGE: 63% 16,947 S.F.
F.A.R.: 1.01 27,145 S.F.

AMENITY:
 REQUIRED:
 OUTDOOR: 582 S.F.
 INDOOR: 582 S.F.
 PROPOSED:
 OUTDOOR: 2,035 S.F.
 INDOOR: 684 S.F.

UNIT BREAKDOWN:

1 BEDROOM	4 UNITS
2 BEDROOM	11 UNITS
3 BEDROOM	3 UNITS
TOTAL:	18 UNITS

COMMERCIAL SPACE: 5,133 S.F. 476.4 M²
PARKING:
 REQUIRED:
 COMMERCIAL: 3 SPACES PER 100 M² = 14.3
 RESIDENTIAL: (1 BED) 4 x 1.3 = 5.2
 RESIDENTIAL: (2 BED +) 14 x 1.5 = 21.0
 VISITOR: 18 UNITS x 0.2 = 3.6
TOTAL: 44.1 SPACES
PROPOSED: 44 SPACES

LEVEL I PLAN

NORTH
 SCALE: 1/4" = 1'-0"

SETBACKS:
 EAST: 2.05 m TO BUILDING FACE
 WEST: 3.04 m TO PARKING GARAGE
 SOUTH: 16.50 m TO BUILDING FACE
 NORTH: 4.00 m TO BUILDING FACE

BICYCLE:
 REQUIRED:
 RESIDENTIAL: 18 units x 1.2 = 21.6
 VISITOR: 6.0
TOTAL: 27.6 SPACES
PROPOSED: 28 SPACES

NOTE: CONSTRUCT AND INSTALL FOR EVERY RESIDENTIAL PARKING SPACE, 50% OF VISITOR PARKING SPACES AND 20% OF COMMERCIAL PARKING SPACES AN ENERGIZED ELECTRICAL OUTLET CAPABLE OF PROVIDING LEVEL 2 OR A HIGHER LEVEL OF VEHICLE CHARGING AS DEFINED BY SAE INTERNATIONAL'S I172 STANDARD, AS AMENDED OR REPLACED FROM TIME TO TIME FOR EACH SUCH PARKING SPACE.

UNIT TYPE	NUMBER OF BEDROOMS	S.F.	M ²	NUMBER OF UNITS	TOTAL M ²	TOTAL S.F.
A	1	673	62.5	2	125.0	1346
A1	1	786	73.0	1	73.0	786
A2	1	831	77.2	1	77.2	831
B	2	986	91.6	2	183.2	1972
B1	2	986	91.6	1	91.6	986
B2	2	986	91.6	1	91.6	986
B3	2	845	78.5	2	157.0	1690
B4	2	959	89.1	2	178.2	1918
C	3	1252	116.3	2	232.6	2504
C1	3	1347	125.1	1	125.1	1347
D	2	983	91.3	1	91.3	983
D1	2	1039	96.5	1	96.5	1039
D2	2	962	89.4	1	89.4	962
E	2	962	89.4	1	89.4	962
TOTAL	18	1611.9		18	1611.9	17350

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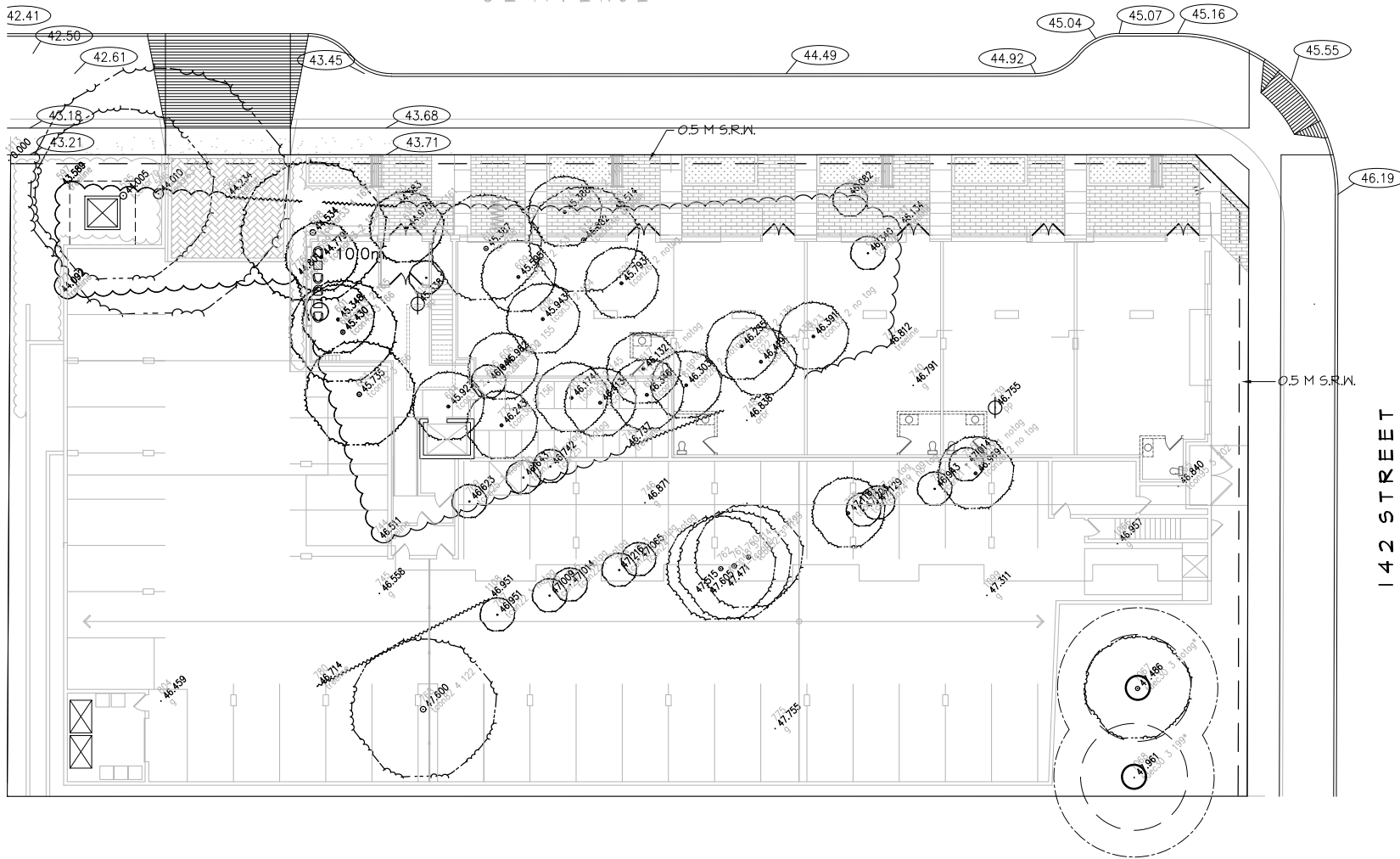
ISSUED FOR	BY	DATE	ISSUE	REV. NO.

CLIENT: SANMARK DEVELOPMENTS LTD.
 PROJECT: MIXED USE DEVELOPMENT 1405 62ND AVE. SURREY
 SHEET CONTENTS:
 LEVEL I PLAN

barnett dembok
 UNIT 135,
 7536 130 STREET,
 SURREY, B.C.
 V3W 1H8
 PHONE: (604) 597-7100
 FAX: (604) 597-2099
 EMAIL: mol@barnett-dembok.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16012	AC-1.0

62 AVENUE
62 AVENUE



NORTH
TOPO PLAN
SCALE: 1"=10'-0"

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ISSUE	DATE	BY	ISSUED FOR

REV#	DATE	BY	DESCRIPTION

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DESIGN: M.D.	DRAWN: M.D.	DATE: Aug. 9, 20	SCALE: 1" = 10'-0"
CLIENT: SANMARK DEVELOPMENTS LTD.	PROJECT: MIXED USE DEVELOPMENT 1486 62ND AVE, SURREY	SHEET CONTAINS: TOPO PLAN	

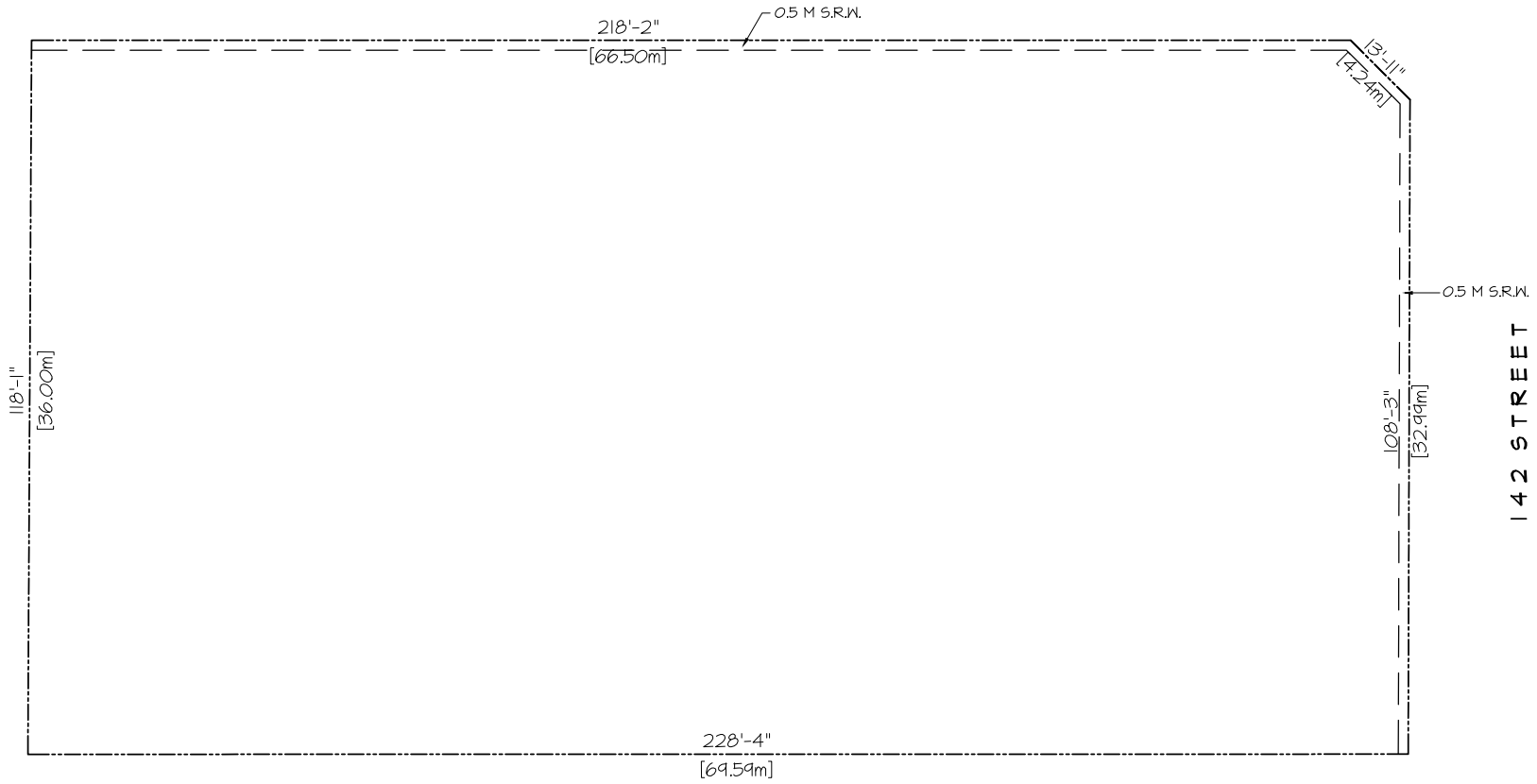
barnett dembek

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

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

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16012	AC-1.0a

62 AVENUE



BASE PLAN
SCALE: 1"=10'-0"

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ISSUE NO.	DATE	BY	ISSUED FOR



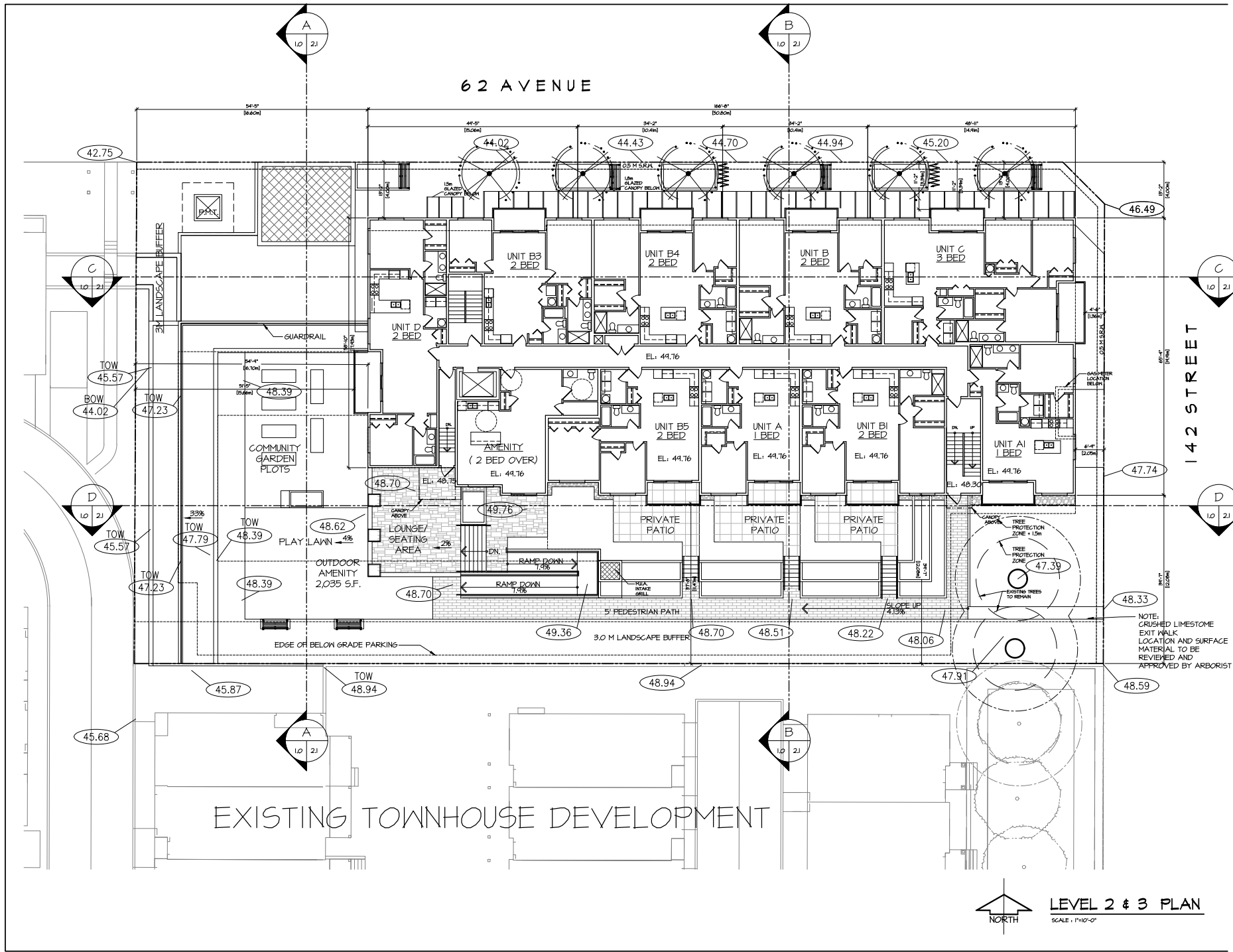
DESIGN : M.D.	DRAWN :	DATE : Aug 9, 20	SCALE : 1" = 10'-0"
CLIENT : SUNMARK DEVELOPMENTS LTD.	PROJECT : MIXED USE DEVELOPMENT 1486 62ND AVE, SURREY		
SHEET CONTAINS :			BASE PLAN

barnett dembek
ARCHITECTS INC.

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

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

CLIENT NO.	SHEET NO.
	AC-1.1
PROJECT NO.	REV. NO.
16012	



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ISSUE NO.	DATE	BY	ISSUED FOR

REV.	DATE	BY	NO.	DESCRIPTION

DESIGN: M.D.	DRAWN: J.D.	DATE: Aug. 9, 2010	SCALE: 1" = 10'-0"
CLIENT: SANMARK DEVELOPMENTS LTD.	PROJECT: MIXED USE DEVELOPMENT 14185 62ND AVE, SURREY	SHEET CONTENTS: LEVEL 2 & 3 PLAN	

barnett dembok	
UNIT 135, 7536 130 STREET, SURREY, B.C. V3W 1H8	
PHONE: (604) 597-7100 FAX: (604) 597-2099 EMAIL: mail@darkitex.com	
CLIENT NO. 16012	SHEET NO. AC-1.2 REV. NO.

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REV	DATE	BY	ISSUE	ISSUED FOR



02-C-CONTEXT.PLG

DESIGN :	MD :	DATE :	SCALE :
CLIENT :	DRAWN :	DATE :	SCALE :
PROJECT :	DATE :	DATE :	SCALE :
SHEET CONTENTS :	DATE :	DATE :	SCALE :

CLIENT : SANMARK DEVELOPMENTS LTD.
 PROJECT : MIXED USE DEVELOPMENT
 1486 62ND AVE, SURREY
 SHEET CONTENTS :
 CONTEXT PLAN

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

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

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16012	AC-1.3

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ISSUE	DATE	BY	ISSUED FOR

CD-street.dwg

CLIENT :	SANMARK DEVELOPMENTS LTD.	DESIGN :	M.D.
PROJECT :	MIXED USE DEVELOPMENT 14186 62ND AVE, SURREY	DRAWN :	
SHEET CONTAINS :	STREET ELEVATIONS	DATE :	Aug. 9, 20
		SCALE :	1" = 20'-0"

barnett dembek
ARCHITECTS INC.

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

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

CLIENT NO.	SHEET NO.
	AC-1.4
PROJECT NO.	REV. NO.
16012	



STREET ELEVATION - 62 AVENUE
SCALE : 1" = 20'-0"

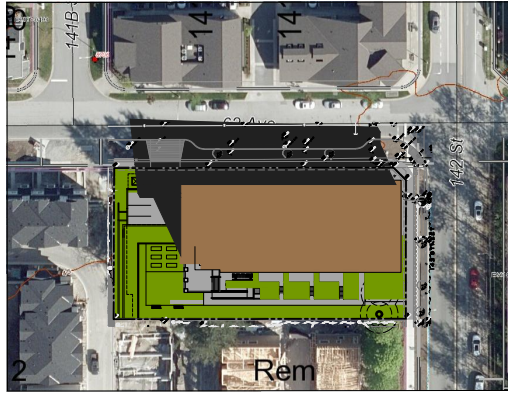


STREET ELEVATION - 142 STREET
SCALE : 1" = 20'-0"

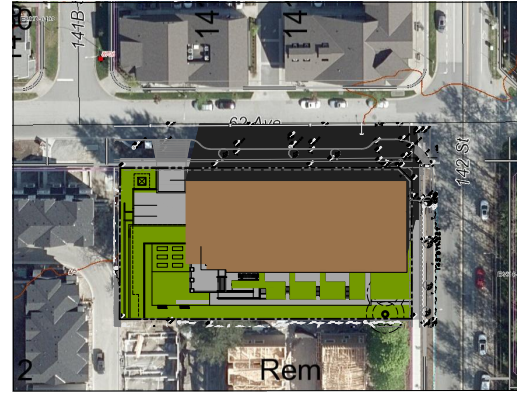




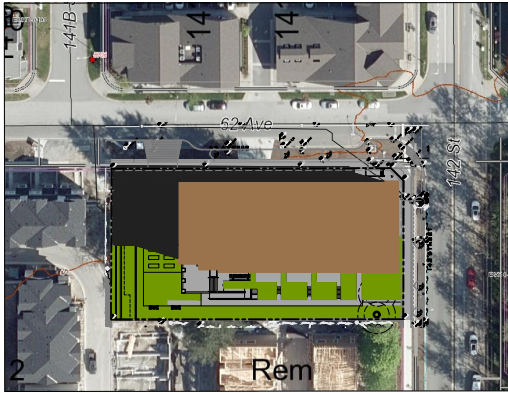
MARCH 21 10 AM



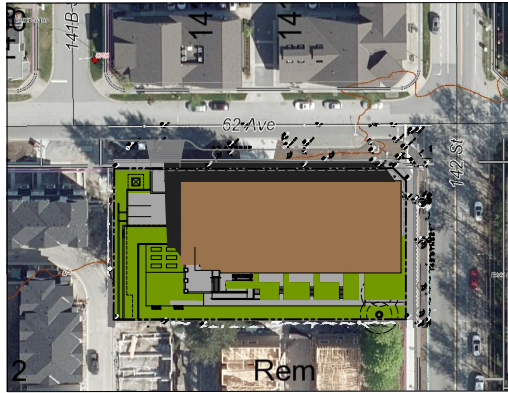
MARCH 21 12 PM



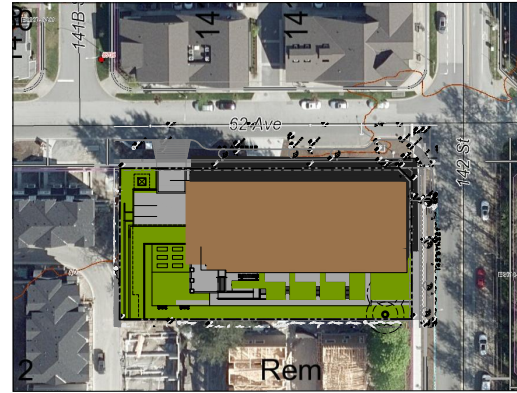
MARCH 21 2 PM



JUNE 21 10 AM



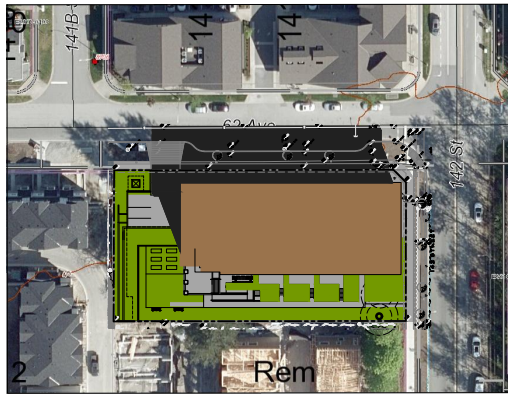
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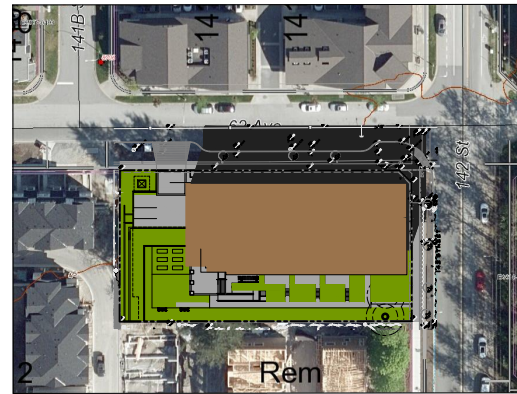
JUNE 21 2 PM



SEPT 21 10 AM



SEPT 21 12 PM



SEPT 21 2 PM

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REV#	DATE	BY	ISSUE	ISSUED FOR



C32-phases.dwg

DESIGN :	141B	DRAWN :	141B
DATE :	Aug 19, 20	SCALE :	1" = 30'-0"
CLIENT :	SUNMARK DEVELOPMENTS LTD.		
PROJECT :	MIXED USE DEVELOPMENT 141B 62ND AVE SURREY		
SHEET CONTENTS :	SHADOW ANALYSIS		

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

PHONE: (604) 597-7100
 FAX: (604) 597-2099
 EMAIL: moli@barnett-dem-bek.com

CLIENT NO.	SHEET NO.
PROJECT NO.	REV. NO.
16012	AC-15

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ISSUE NO.	ISSUE DATE	BY	REASON

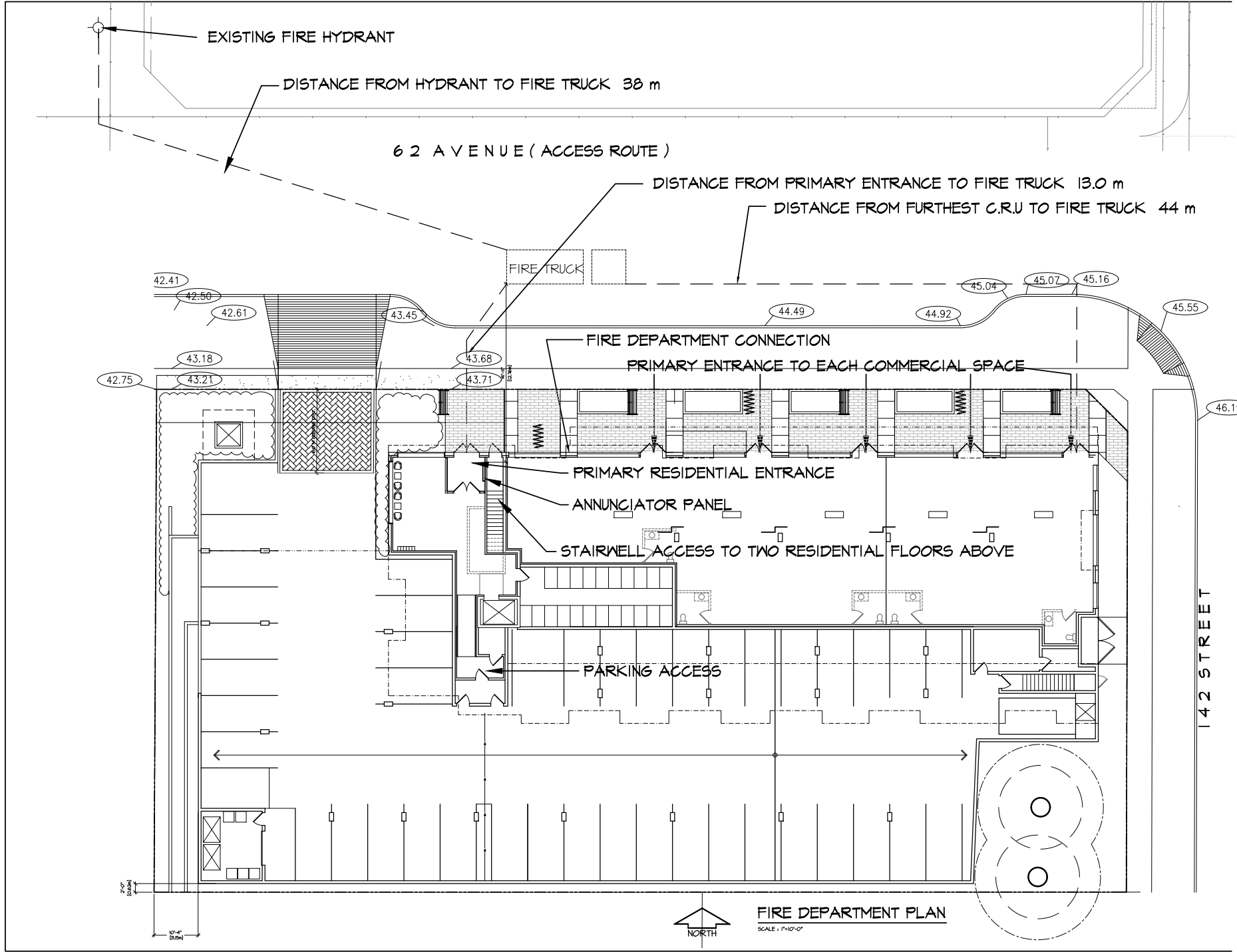
DESIGN :	DATE :
M.D.	Aug. 19, 2010
DRW :	
SCALE :	1" = 10'-0"

CLIENT : SANMARK DEVELOPMENTS LTD.
PROJECT : MIXED USE DEVELOPMENT
14186 62ND AVE, SURREY
SHEET CONTAINS : FIRE DEPARTMENT SITE PLAN

barnett dembek
UNIT 135,
7536 130 STREET,
SURREY, B.C.
V3W 1H8
PHONE: (604) 597-7100
FAX: (604) 597-2099
EMAIL: mail@barnett-dempek.com

CLIENT NO.	SHEET NO.
	AC-16
PROJECT NO.	REV. NO.

16012



EXISTING FIRE HYDRANT

DISTANCE FROM HYDRANT TO FIRE TRUCK 38 m

62 AVENUE (ACCESS ROUTE)

DISTANCE FROM PRIMARY ENTRANCE TO FIRE TRUCK 13.0 m

DISTANCE FROM FURTHEST C.R.U TO FIRE TRUCK 44 m

FIRE TRUCK

FIRE DEPARTMENT CONNECTION

PRIMARY ENTRANCE TO EACH COMMERCIAL SPACE

PRIMARY RESIDENTIAL ENTRANCE

ANNUNCIATOR PANEL

STAIRWELL ACCESS TO TWO RESIDENTIAL FLOORS ABOVE

PARKING ACCESS

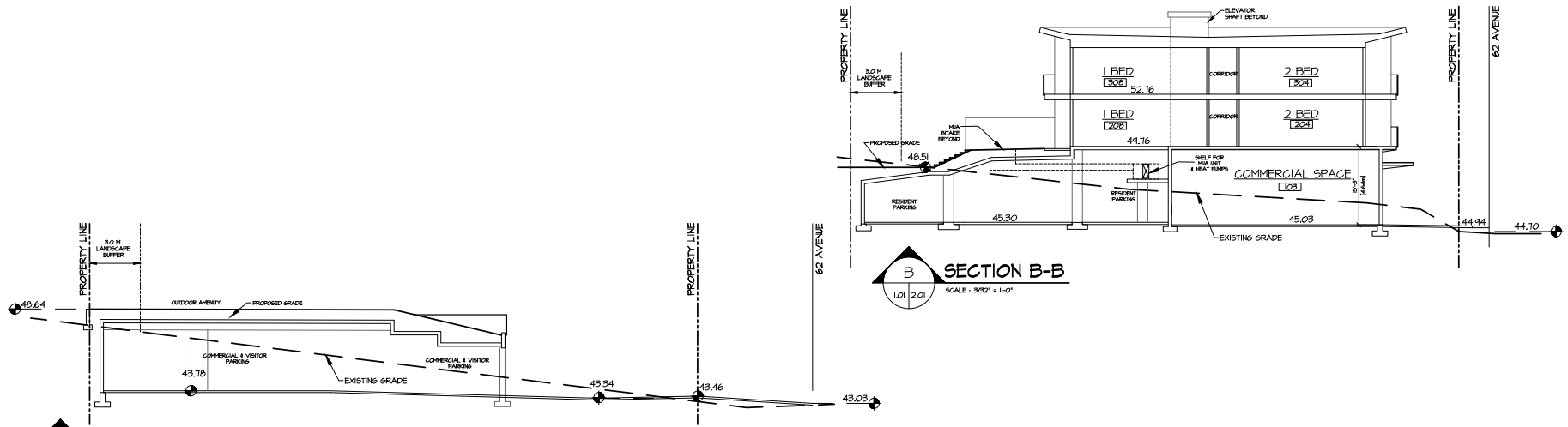
142 STREET



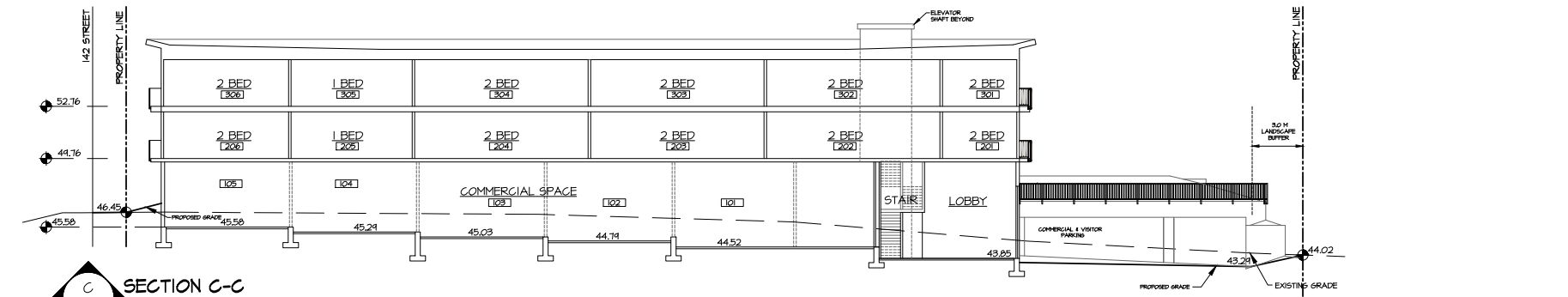
FIRE DEPARTMENT PLAN

SCALE : 1"=10'-0"

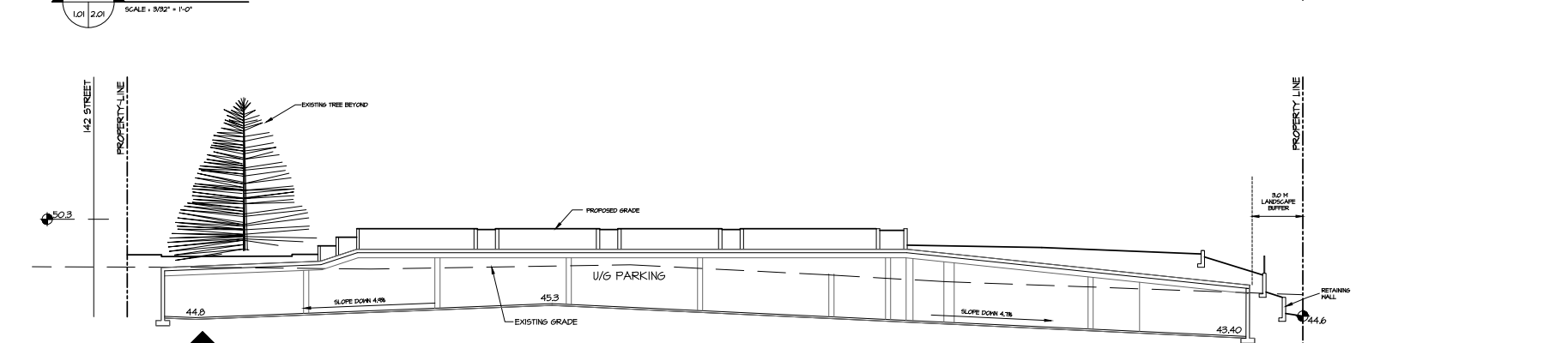
10'-4" (3.15m)



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



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



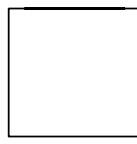
SECTION C-C
SCALE: 3/32" = 1'-0"



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

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REV#	DATE	BY	ISSUE



REV#	DATE	BY	ISSUE

DESIGN: H.C.D.	CLIENT:
	SANMARK DEVELOPMENTS LTD.
DRAWN: A.M.G.	PROJECT:
	MIXED USE DEVELOPMENT
DATE: Aug. 9, 20	PROJECT ADDRESS:
	1488 62ND AVE, SURREY
SCALE: 3/32" = 1'-0"	SHEET CONTENTS:
	BUILDING & SITE SECTIONS

barnett dembok

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

PHONE: (604) 597-7100
FAX: (604) 597-2099
EMAIL: mol@darkitetex.com

CLIENT NO.	SHEET NO.
	AC-4.1
PROJECT NO.	REV. NO.
16012	

SCHEDULE OF FINISHES

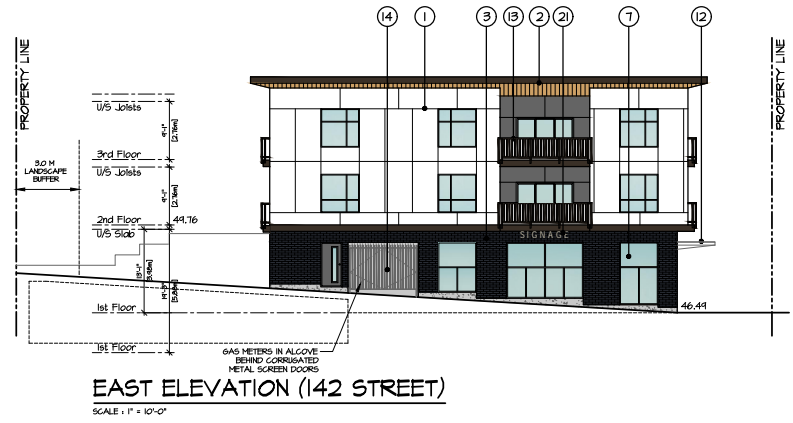
- ① HARD/PANEL SIDING C/M EASY TRIM REVEALS TO MATCH PANEL COLOUR - ARCTIC WHITE AND CHARCOAL
- ② CEDAR SOFFIT
- ③ EBONY BRICK - 4" X 16"
- ④ ARCHITECTURAL CONCRETE W/ SLURRY COAT FINISH
- ⑤ 2X 10 WOOD FASCIA - CHARCOAL
- ⑥ SOFFIT MOUNTED POT LIGHT
- ⑦ STOREFRONT GLAZING - DARK BRONZE ANODIZED ALUMINUM
- ⑧ VINYL FRAMED WINDOW & SLIDERS - WHITE
- ⑨ PANEL REVEALS - ARCTIC WHITE
- ⑩ 2" X 6'-6" DARK BRONZE ANODIZED ALUMINUM EXHAUST LOUVER
- ⑪ 1" X 1" INTAKE AND EXHAUST GRILLES - DARK BRONZE ANODIZED ALUMINUM
- ⑫ 1.5M H.S.S. METAL CANOPY C/M INVERTED T1 FROSTED GLAZING OVER TOP - WHITE PAINT FINISH
- ⑬ 1.5M H.S.S. METAL CANOPY C/M INVERTED T1 FROSTED GLAZING OVER TOP - WHITE PAINT FINISH
- ⑭ POWDER COAT ALUMINUM PICKET RAILINGS - CHARCOAL
- ⑮ CORRUGATED METAL PANEL SCREEN DOORS
- ⑯ 8" HIGH BLACK POWDER COAT ALUMINUM NUMBERS OFFSET 1" FROM FINISHED HALL FACE
- ⑰ 12" HIGH CLEAR ANODIZED ALUMINUM LETTERS OFFSET 1" FROM FINISHED HALL FACE C/M 'LEVEL' LIGHTING BEHIND

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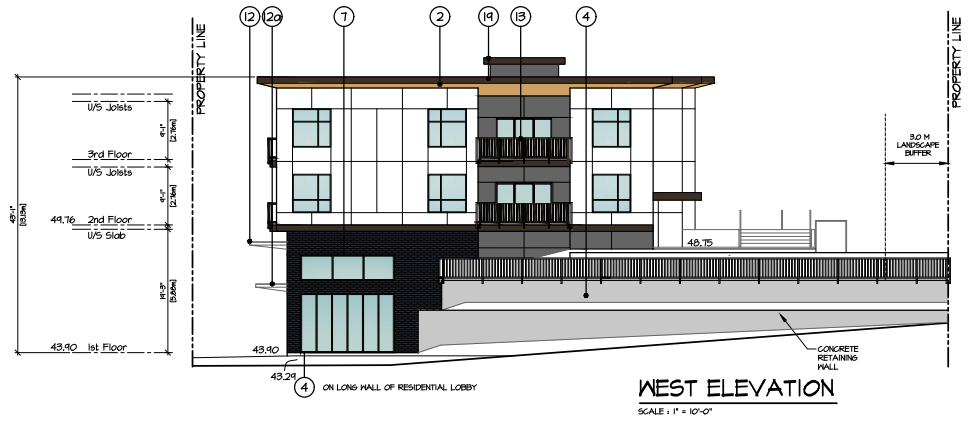
ISSUED FOR	DATE	BY	
ISSUE	DATE	BY	
REV	DATE	BY	NO



SOUTH ELEVATION
SCALE: 1" = 10'-0"



EAST ELEVATION (142 STREET)
SCALE: 1" = 10'-0"



WEST ELEVATION
SCALE: 1" = 10'-0"



NORTH ELEVATION (62 AVENUE)
SCALE: 1" = 10'-0"

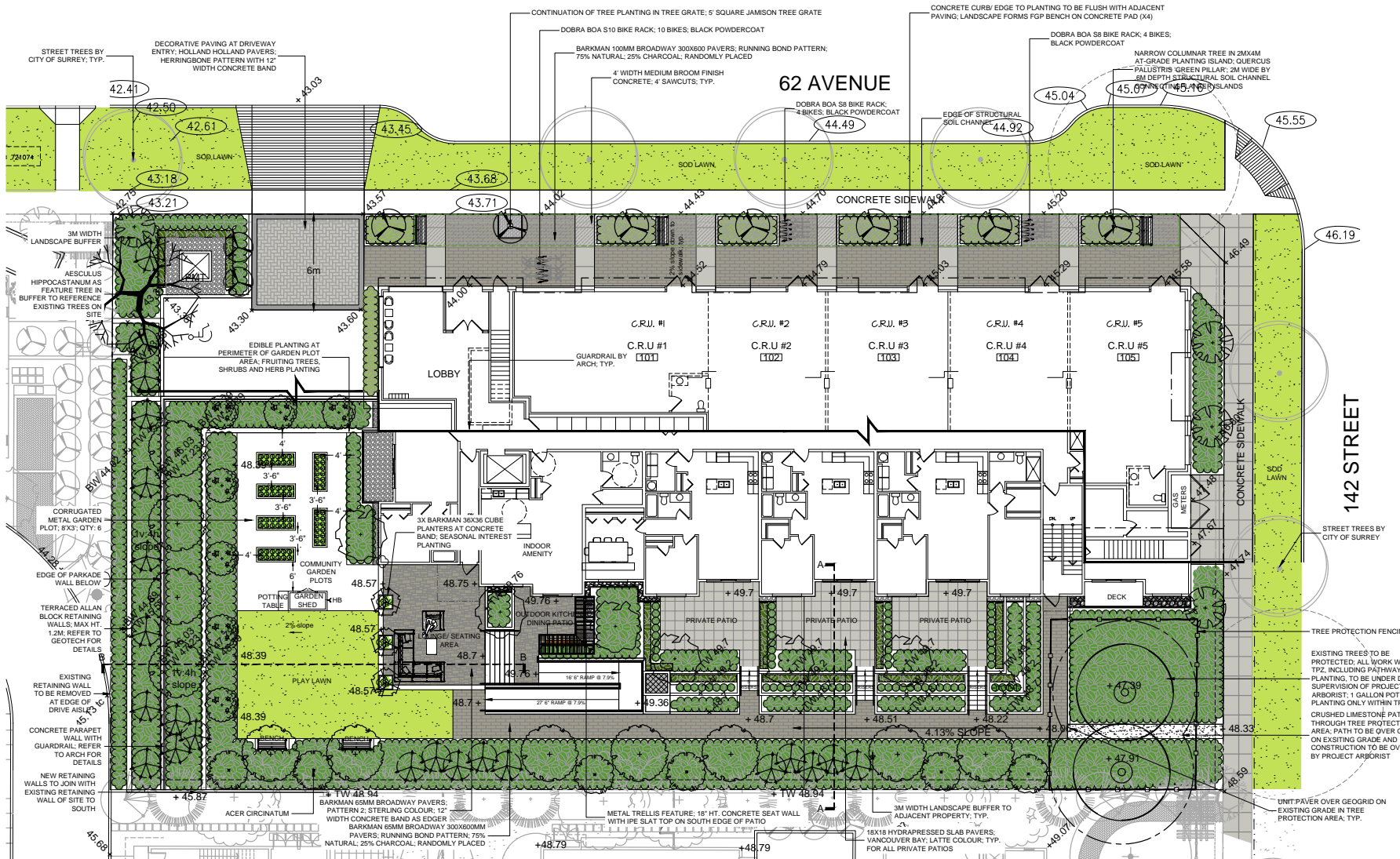
DESIGN :	CLIENT :
M.D.	SANMARK DEVELOPMENTS LTD.
DRAWN :	PROJECT :
DATE :	MIXED USE DEVELOPMENT
Aug. 9, 20	1486 62ND AVE, SURREY
SCALE :	SHEET CONTAINS :
1" = 10'-0"	BUILDING ELEVATIONS

barnett dembok

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

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

CLIENT NO.	SHEET NO.
PROJECT NO.	AC-5.1
16012	REV. NO.



SEAL:

7	20 AUG 05	REVISED PER CITY COMMENTS	CW
6	20 AUG 05	REV. PER NEW SITE PLAN	CW
5	18 OCT 11	REV. PER ASP COMMENTS	CW
4	18 AUG 05	REV. PER CITY COMMENTS PRE-ASP	CW
3	18 JUL 05	REV. PER NEW SITE PLAN	CW
2	18 JUL 05	REV. PER NEW SITE PLAN	CW
1	18 JUL 05	ISSUED FOR PER.	CW

NO. DATE REVISION DESCRIPTION DR.

CLIENT:
SUNMARK DEVELOPMENTS LTD.

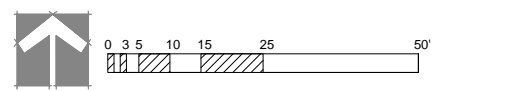
PROJECT:
MIXED USE DEVELOPMENT

14188 61 AVENUE
SURREY

TREE SCHEDULE

PMG PROJECT NUMBER: 19-052					
KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS	
TREE	6	ACER CIRCINATUM	VINE MAPLE	3M HT. B&B; 3 STEM CLUMP	
	3	ACER PALMUTUM 'TWOMBLY'S RED SENTINEL'	COLONNAR RED JAPANESE MAPLE	5CM CAL; B&B	
	1	AESCLUSILUS HIPPOCASTANUM	COMMON HORSE CHESTNUT	10CM CAL; 1.5M STD; B&B - SPECIMEN QUALITY	
	7	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	5CM CAL; B&B	
	4	MAGNOLIA KOBUS STELLATA	STAR MAGNOLIA	3M HT; B&B	
	21	PICEA OMORICA 'BRUNS'	BRUNS SERBIAN SPRUCE	3M HT; B&B	
	10	QUERCUS PALUSTRIS 'GREEN PILLAR'	GREEN PILLAR PIN OAK	6CM CAL; 1.5M STD; B&B	
	11	STEWARTIA PSEUDOCAMELLIA	JAPANESE STEWARTIA	5CM CAL; 1.5M STD; B&B	
	6	STYRAX JAPONICUS 'SNOWCONE'	SNOWCONE JAPANESE SNOWBELL	5CM CAL; B&B	

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS. TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. * ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. * DEFINITION OF CONDITIONS OF AVAILABILITY: * ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. * ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. * BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.



DRAWING TITLE:
LANDSCAPE PLAN

DATE: 19 APR 05 DRAWING NUMBER:
SCALE: 1" = 20'-0"

DRAWN: CW
DESIGN: CW
CHKD: PCM

L1
OF 5



IPE SLAT BENCH ATOP CONCRETE SEAT WALL



CORRUGATED METAL COMMUNITY GARDEN PLANTERS; 8'X3'X24" HT



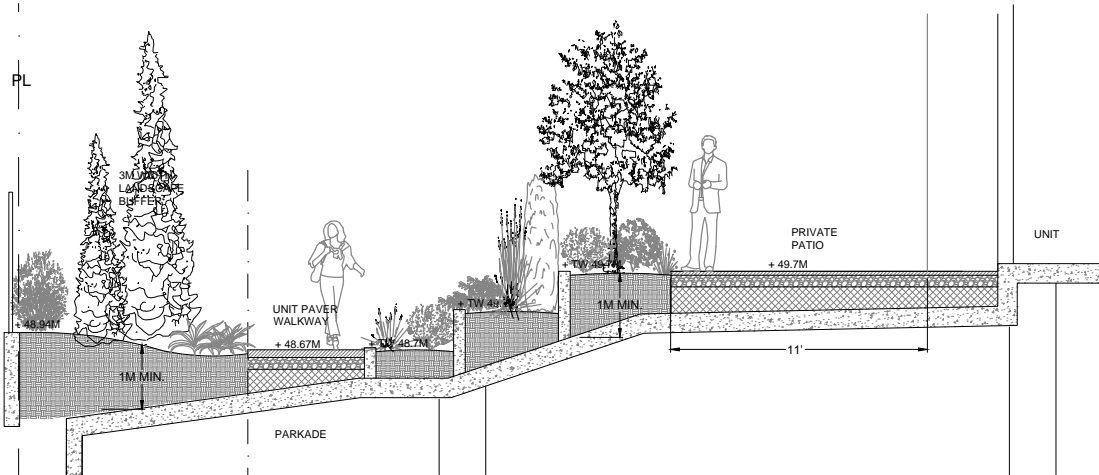
BARKMAN 'CUBE' PLANTER; 36" SQUARE



LANDSCAPE FORMS 'FGP' BENCH; TO BE SURFACE MOUNTED ON CONCRETE PAD USING TAMPER PROOF HARDWARE

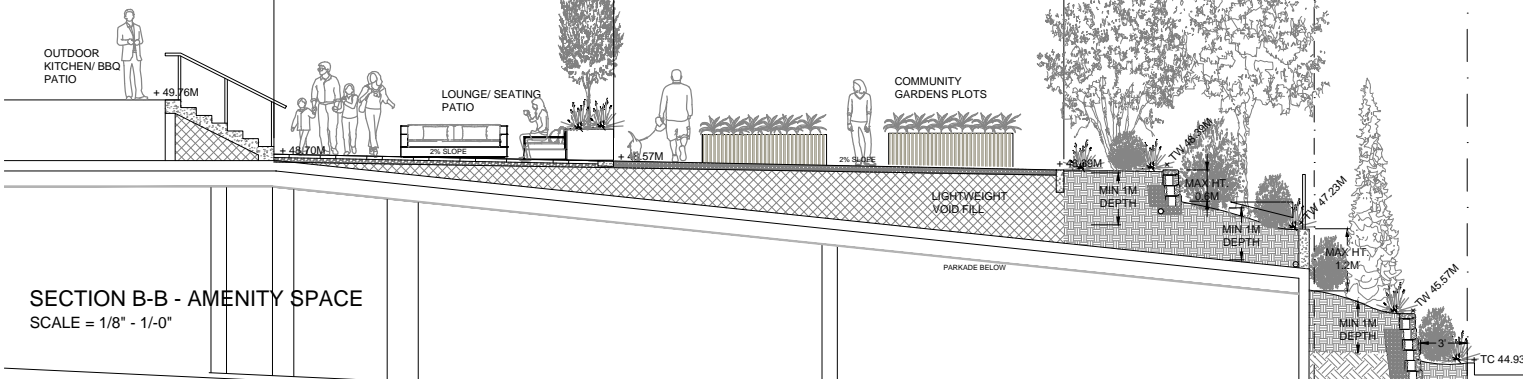


DOBRA BOA S8 & S10; BIKE RACK; TO BE SURFACE MOUNTED USING TAMPER PROOF HARDWARE



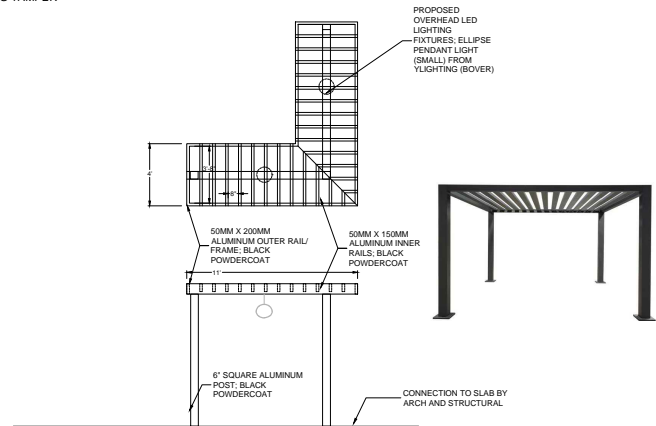
SECTION A-A - PATIOS ON SLAB

SCALE = 3/16" - 1'-0"

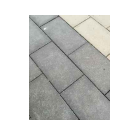


SECTION B-B - AMENITY SPACE

SCALE = 1/8" - 1'-0"



1 ALUMINUM TRELLIS
L5 1/8" = 1'-0"



BARKMAN BROADWAY 65 + 100MM PAVERS; 300X600; 80% NATURAL AND 20% CHARCOAL; RUNNING BOND PATTERN; TO BE INSTALLED PER MANUFACTURER'S SPECIFICATION



BARKMAN HOLLAND ECO PAVERS; 80% NATURAL AND 20% CHARCOAL; RUNNING BOND PATTERN; TO BE INSTALLED PER MANUFACTURER'S SPECIFICATION

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pmg
LANDSCAPE ARCHITECTS
Suite C100 - 4188 Still Creek Drive
Burnaby, British Columbia, V5C 5G9
p: 604 294-0011 | f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
1	19 APR 20	ISSUED FOR DP	CW
2	19 JUL 21	REV PER NEW SITE PLAN/CITY COMMENTS	CW
3	19 JUL 21	REV PER NEW SITE PLAN	CW
4	19 AUG 21	REV PER CITY COMMENTS PRE-APP	CW
5	18 OCT 21	REV PER APP COMMENTS	CW
6	20 SEP 21	REV PER NEW SITE PLAN	CW
7	20 AUG 21	REVISED PER CITY COMMENTS	CW

CLIENT:
SUNMARK DEVELOPMENTS LTD.

PROJECT:
MIXED USE DEVELOPMENT
14188 61 AVENUE
SURREY

DRAWING TITLE:
LANDSCAPE DETAILS

DATE: 19 APR 20 DRAWING NUMBER:
SCALE: AS NOTED
DRAWN: CW
DESIGN: CW
CHKD: PCM OF 5

L5

INTER-OFFICE MEMO

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

FROM: **Development Services Manager, Engineering Department**

DATE: **September 27, 2019** PROJECT FILE: **7818-0132-00**

RE: **Engineering Requirements
Location: 14188 62 Avenue**

REZONE

Works and Services

- remove existing access on 62 Avenue and reinstate curb and boulevard features, and construct new access with modified curb extensions
- confirm and construct asphalt overlay works on 62 Avenue fronting the site
- confirm onsite stormwater controls and features to meet the criteria and requirements of the NCP alternative drainage servicing strategy
- provide adequate water, sanitary and storm service connections to service the site

A Servicing Agreement is required prior to Rezone.

DEVELOPMENT PERMIT

No private features are to extend into the existing statutory right-of-way along property line or the road right-of-way.

NCP AMENDMENT

There are no engineering requirements relative to the NCP Amendment.



Tommy Buchmann, P.Eng.
Development Services Manager

KMH

August 14, 2020

Planning

School Enrolment Projections and Planning Update:

The following tables illustrate the enrolment projections (with current/approved ministry capacity) for the elementary and secondary schools serving the proposed development.

Woodward Hill was open in 2010 to deal with in-catchment demand in the South Newton Area. As of September 2018, a new 6 classroom addition opened. Even with the new addition, school enrolment for this September was still larger than the “new” capacity and therefore, 4 portables were required to remain on site to accommodate additional enrolling divisions. As an enrollment management strategy, Woodward Hill is also reducing their French Immersion program intake to one kindergarten class per year until further notice; starting September 2017. This will make more regular stream space available to meet in-catchment demand.

Enrolment pressure will continue in this area for the next 10 years. Consequently, In the District 2020/21 Five Year Capital Plan submission to the Ministry of Education, the district is asking for a new 655 capacity school for the South Newton area to relieve much of the enrollment pressure.

There is currently extreme enrollment pressure at Sullivan Heights Secondary. The school enrollment has been capped since 2016/17. In early summer 2018, the Ministry approved funding for a 700 addition to move into design and construction. The new addition is targeted to open September 2021.

THE IMPACT ON SCHOOLS

APPLICATION #: 18 0132 00 (Updated)

SUMMARY

The proposed 18 lowrise units are estimated to have the following impact on the following schools:

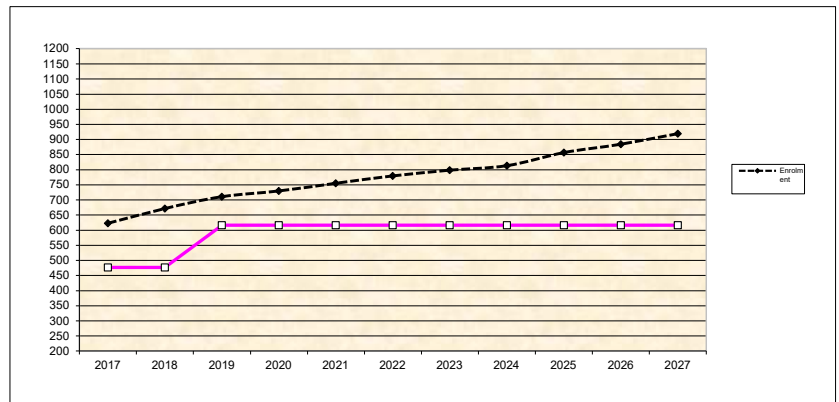
Projected # of students for this development:

Elementary Students:	1
Secondary Students:	1

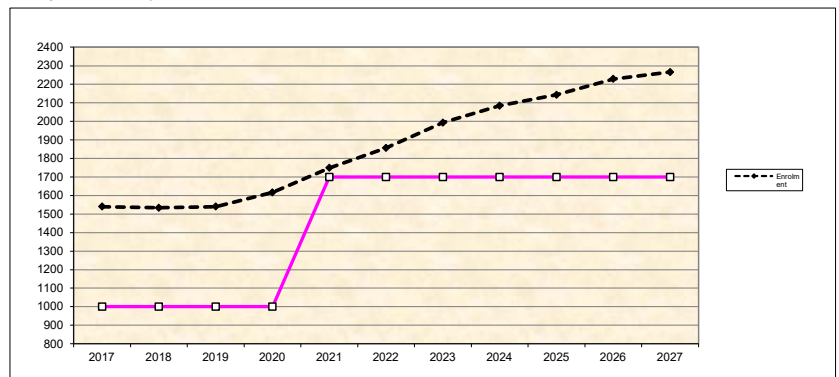
September 2019 Enrolment/School Capacity

Woodward Hill Elementary	
Enrolment (K/1-7):	82 K + 628
Operating Capacity (K/1-7)	57 K + 559
Sullivan Heights Secondary	
Enrolment (8-12):	1540
Capacity (8-12):	1000
Addition Capacity (8-12) 2021:	1700

Woodward Hill Elementary



Sullivan Heights Secondary



* Nominal Capacity is estimated by multiplying the number of enrolling spaces by 25 students.
Maximum operating capacity is estimated by multiplying the number of enrolling spaces by 27 students.

Tree Preservation Summary

Surrey Project No: 18-0132


Address: 14188 - 62 Avenue, Surrey, BC

Registered Arborist: Tim Vandenberg

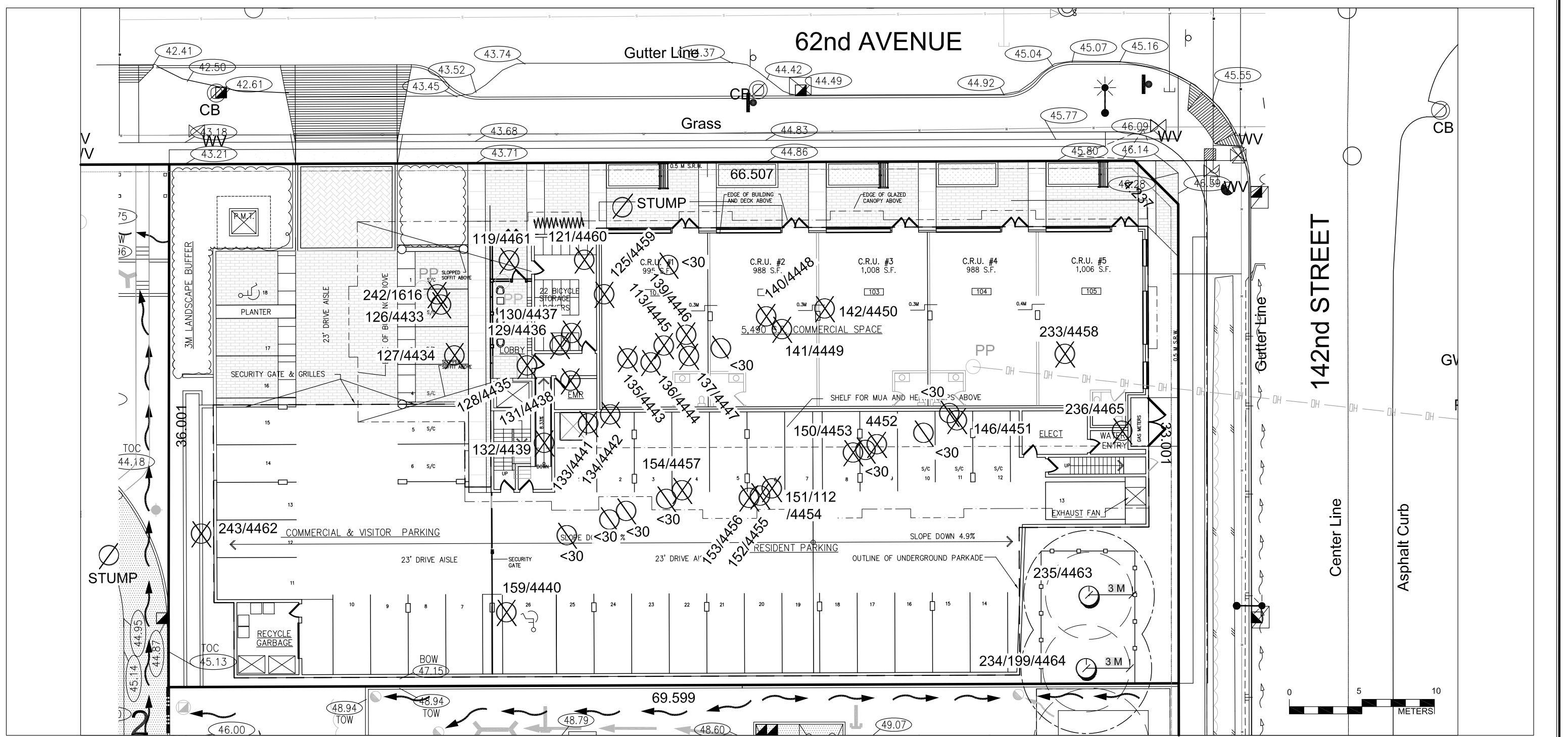
On-Site Trees	Number of Trees
Protected Trees Identified (on-site and shared trees, including trees within boulevards and proposed streets and lanes, but excluding trees in proposed open space or riparian areas)	34
Protected Trees to be Removed	32
Protected Trees to be Retained (excluding trees within proposed open space or riparian areas)	2
Total Replacement Trees Required: - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio 0 X one (1) = 0 - All other Trees Requiring 2 to 1 Replacement Ratio 32 X two (2) = 64	64
Replacement Trees Proposed	69
Replacement Trees in Deficit	0
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: - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio 0 X one (1) = 0 - All other Trees Requiring 2 to 1 Replacement Ratio 0 X two (2) = 0	0
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: December 4, 2019
--	------------------------





LEGEND

- TREE TO BE RETAINED
- TREE TO BE REMOVED
- NON BY-LAW TREE
- TREE STUMP
- TREE PROTECTION FENCING
- MINIMUM NO DISTURBANCE ZONE
- 1.5m NO-BUILD ZONE

NO.	DATE	BY	REVISION
1	AUG 03/19	SL	NEW SITE PLAN
2	AUG 20/ 18	MK	REVISIONS
3	SEPT 06/ 18	MK	REVISIONS
4	DEC 17/ 18	MK	REVISIONS
5	MAY 29/ 19	MK	NEW SITE PLAN

NO.	DATE	BY	REVISION
6	DEC 04/19	MK	NEW SITE PLAN

MIKE FADUM AND ASSOCIATES LTD.
VEGETATION CONSULTANTS

#105, 8277 129 St.
 Surrey, British Columbia
 V3W 0A6
 Ph: (778) 593-0300
 Fax: (778) 593-0302
 Mobile: (604) 240-0309
 Email: mfadum@fadum.ca

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PROJECT TITLE
14188 62 AVENUE
SURREY, B.C.

SHEET TITLE
T1 - TREE REMOVAL AND PRESERVATION PLAN

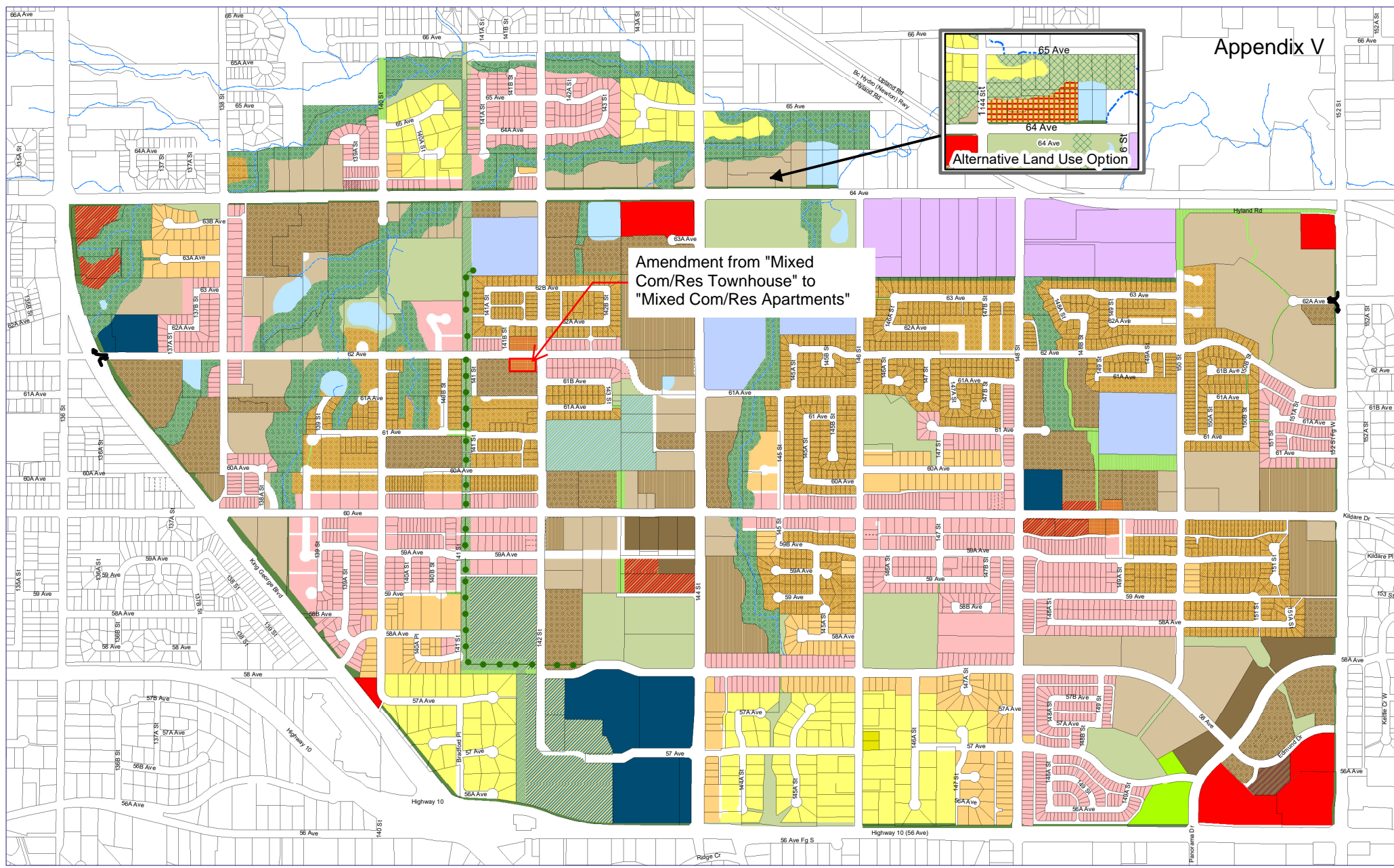
CLIENT

DRAWN
 MK

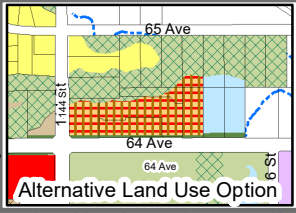
SCALE
 AS SHOWN

DATE
 OCTOBER 14, 2016

T-1
 SHEET 1 OF 1



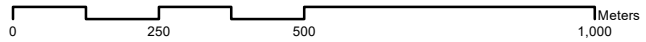
Amendment from "Mixed Com/Res Townhouse" to "Mixed Com/Res Apartments"



SOUTH NEWTON

NEIGHBOURHOOD CONCEPT PLAN
City of Surrey Planning & Development Department

- | | | | | |
|--------------------------|--|-----------------|------------------------------|----------------------|
| Apartments 65 upa max | Row Housing | Commercial | Proposed School and Park | Buffers |
| Apartments 45 upa max | Single Family Residential Flex 6 to 14.5 | Institutional | Parks | Detention Ponds |
| Townhouses 25 upa max | Single Family Residential | Office Park | Proposed Park and Walkway | Utility R/W Greenway |
| Townhouses 20 upa max | Suburban Residential 1/2 Acre | Industrial | Recreational | WALKWAY |
| Townhouses 15 upa max | Suburban Residential 1/4 Acre | Schools | Creeks and Riparian Set-back | |
| Single Family Small Lots | Mixed Com/Res Apartments | Proposed School | | |
| | Mixed Com/Res Townhouse | | | |



Adopted by Council Resolution December 6, 2004. Amended 21 Oct. 2019

This map is provided as general reference only. The City of Surrey makes no warranties, express or implied, as to the fitness of the information for any purpose, or to the results obtained by individuals using the information and is not responsible for any action taken in reliance on the information contained herein.

**Response to August 22 2019 ADP comments
August 14, 2020**

Key Points:

Enhance auto court and open parking

- The auto court is eliminated. 2 surface stalls remain, all others are covered and within a parking structure.

Enhancing guardrail design

- The matt black picket railing is retained as it adds a sophisticated black accent to the white, grey and wood colour palate on the building.

Reduction of stairs into and within units.

- Stairs within units are eliminated.

Additional amenity space on roof top.

- The proposed development is required to provide 582 sq. feet of outdoor amenity space. The proposed outdoor amenity area located above the covered parking area is 2,035 sq. feet is substantially more than the area required in the Zoning By-law. Further additional outdoor amenity space on the residential roof would require added exterior paver space on the wood frame building, and require adjustment for accessibility and exiting. The outdoor amenity space as proposed is functional as it can be programmed in a variety of ways to meet the needs of all residents.

Reduction of slope grade at amenity space.

- The hard surface areas are at 2% slope, and the play lawn is now at 4% slope.

Concerns about pathway on tree roots

- The exit pathway out to 142 Street from the rear yard is deliberately placed between the 2 retained trees where it can be as far as possible from the trunks of both trees. It is intended to be of a pourous surface of gravel or permeable paver and is to be installed only under the strict supervision and approval of the arborist. This is noted on both architectural and landscape drawings, and will be carried into the building permit and construction drawings.

Adding accessible stall in parking area.

- One of the 2 surface stalls is now accessible.

Consider impacts of the BC Energy Step Code.

- A note is added to the architectural drawing stating the building and mechanical systems are to comply with the incoming BC Energy Step Code, Level III.

Site:

Consider reducing surface parking.

- The surface parking is reduced to 2 stalls.

Reconsider exposed wall in parking.

- The exposed concrete wall is significantly reduced in size with the increase in the covered parking area. The opening into the parking is enlarged to reduce exposed concrete.

Consider additional screening of vehicles.

- 2 vehicles are exposed on grade.
- A 1.5m ht. landscape screen is provided north of the PMT along 62nd Ave and the 3 m landscape buffer remains along the west edge of the site.

Consider offsetting surface commercial parking.

- See above

Consider alternative bicycle storage room.

- The bicycle storage room is moved to back of the entry lobby space behind the commercial space fronting 62 Avenue.

Consider providing additional amenity space on roof top.

- The proposed development is required to provide 582 sq. feet of outdoor amenity space. The proposed outdoor amenity area located above the covered parking area is 2,035 sq. feet is substantially more than the area required in the Zoning By-law. Further additional outdoor amenity space on the residential roof would require added exterior paver space on the wood frame building, and require adjustment for accessibility and exiting. The outdoor amenity space as proposed is functional as it can be programmed in a variety of ways to meet the needs of all residents.

Form and Character:

The proposal is appropriately scaled.

- Agreed, regarding appropriateness of the scale.

Consider less emphasis on the cantilever.

- The cantilever has been removed.

There seems to be an impossible dialogue between the prosaic parking lot and poetic building where there is too much importance placed on the cantilever, but in fact, the parking lot is emphasised.

- The cantilever has been removed.

The cantilever does not live up to its potential.

- The cantilever is removed.

Consider adding CRUs below the cantilever. Reconsider the round columns.

- The cantilever is removed.

Consider lighting for soffit

- The cantilever is removed.

Consider altering underside of building and making lobby more prominent.

- The cantilever is removed. The lobby is moved to the front corner of the building along 62 Ave.

Suggest doing better on the material treatment of the face of parking.

- The exposed face of the parking structure is significantly reduced in size, and the opening enlarged.

Consider enhancing the guardrail design.

- The matt black picket railing is retained as it adds a sophisticated black accent to the white, grey and wood colour palate on the building.
- Consider showing fascia venting for the commercial units.
- 1' x 1' air intake and exhaust vents are provided for each individual unit over the top edges of the glazed frontage, and framing the signage under the glazed canopies.

Landscape

Consider additional landscaping on 66 Avenue and enhance permeable pavers and surface treatment.

- Planting has been adjusted to more closely respect City of Surrey requirements along 62nd Ave. Hard surface allowing access from both street sidewalks is retained at the intersection. Trees

and grade level planters are located to coincide with commercial unit access doors and spaced accordingly. Tree spacing is max 8m.

- The PMT is pushed away from the north property line to allow a triple row of plant material including a yew hedge.
- Walls and plant materials are added on sloped grades to bury the garage and shield walls from vision with plant material as much as possible.

Consider shrub planting in front of planter walls adjacent to sidewalks to minimize visible exposed concrete walls.

- The planters are at grade. There are no exposed concrete walls adjacent to the sidewalks.

Consider reducing trees proposed directly around community garden plots to allow more sunshine.

- The community garden plots are moved further to the north. Trees directly adjacent the west and north edge of amenity are small deciduous Serviceberry which should not shade garden plots.

Consider expanding the community garden plot.

- Community garden plots have been maintained at 6 in order to ensure accessibility while enlarging the play lawn area (see below).

Suggest either enlarging the play lawn to be functional or removing it.

- The play lawn is enlarged in size and flattened out to maximum 4% slope. It is accessed directly from the hard surface lounge / seating area.

Concerns with the crushed-lime pathway through two retained trees.

- The exit pathway out to 142 Street from the rear yard is deliberately placed between the 2 retained trees where it can be as far as possible from the trunks of both trees. It is intended to be of a porous surface of gravel or permeable paver over geogrid as close to existing grade as possible and is to be installed only under the strict supervision and approval of the arborist. This is noted on both architectural and landscape drawings, and will be carried into the building permit and construction drawings.

CPTED

Consider the security of second parking gate.

- A second security gate is added at the entry to the underground parking area leaving 2 stalls, only, outside the security gate.

Sustainability

Consider BC Energy Step Code.

- Requirements of the Building Envelope and Mechanical systems to conform with BC Energy Step Code, Level 3 are noted on the cover page.

Consider temporary subsurface infiltration gallery below permeable paving parking stalls to reduce amount of water that enters the storm system directly.

- The amount of surface parking stalls has been reduced to 2 stalls. The exposed hard surface is accordingly significantly reduced.

Accessibility

Recommend a designated disabled parking stall at grade level.

- An accessible stall is provided in the surface stall area, in addition to one in the secured residential area, although not required by Surrey parking requirements.

Consider removing stairs for the units on first level.

- Stairs within units are removed.

Consider alternative to steps into amenity room.

- Steps in amenity space are removed.

Consider lowering the 5% slope in the community garden plot as it will be challenging to access.

- All exterior amenity lawn and community garden spaces are revised to maximum 4% grade. The upper amenity area, and hard surface lounge seating area is reduced to 2% grade. Ramps consistent with BCBC requirements are provided where needed to connect the 2 outdoor amenity levels.

HOUSING AGREEMENT
(Section 483, Local Government Act)

THIS AGREEMENT is made on the _____ day of _____, 2020

BETWEEN:

SABREMARK DEVELOPMENTS INC.

A British Columbia company (Incorporation No. BC1227722),
having an office at 603 Townline Road, Abbotsford, B.C. V2T 6C8

(the "Owner")

AND:

CITY OF SURREY

A municipal corporation having its offices at
13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the "City")

WHEREAS:

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- 14188 62 Avenue, Surrey, B.C.
PID: 029-763-070
Lot 3 Section 9 Township 2 New Westminster District Plan EPP39402
- B. The Owner has made application for an amendment to the Neighborhood Concept Plan from Mixed Commercial-Residential (Townhouse) to Mixed Commercial-Residential (Apartments), to rezone the Lands from RH to CD (underlying RM-30) and a Development Permit to construct one 3-storey building on the Lands (the "Building") containing approximately 18 residential apartment units (the "Apartment Units") and amenity space, over approximately 5133 square feet of commercial space (the "Commercial Space"), and an underground parkade (the "Parkade"), together with related improvements;
- C. As part of the application for the amendment the Owner has voluntarily agreed to enter into a housing agreement pursuant to section 483 of the Local Government Act to ensure that, during the Term, all of the Apartment Units are used only for Market Rental Housing;
- D. Section 483 of the Local Government Act permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements;

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

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

- (a) "Agreement" means this Housing Agreement;
- (b) "Apartment Units" means containing approximately 18 residential apartment units in the Building;
- (c) "Building" means one 3-storey building on the Lands;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, and volunteers of the City from time to time;
- (e) "Commencement Date" means the date that is the first day of the month following the month in which the Occupancy Permit for the Building is issued by the City;
- (f) "Commercial Space" means approximately 5133 square feet of commercial space in the Building;
- (g) "Development" means the development of the on the Lands done in accordance with the Development Permit;
- (h) "Development Permit" means Development Permit _____ issued by the City authorizing development on the Lands, as amended from time to time;
- (i) "Land Title Act" means the Land Title Act, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (j) "Lands" means:
 - 14188 62 Avenue, Surrey, B.C.
 - PID: 029-763-070
 - Lot 3 Section 9 Township 2 New Westminster District Plan EPP39402
- (k) "Land Title Office" means the New Westminster Land Title Office;
- (l) "Local Government Act" means the Local Government Act, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- (m) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever
- (n) "Market Rental Rate" means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
- (o) "Market Rental Unit" means a Rental Unit that is rented at market rates, as may be determined from time to time by the Owner;

- (p) "Notice" has the meaning given to it in Section 2.02;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (r) "Owner" means Sabremark Developments Inc. and its respective successors in title from time to time as the registered or beneficial owner(s) of any portion of the Lands;
- (s) "Parkade" means the underground parkade comprising apart of the Building;
- (t) "Rental Housing" means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms' length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) "Rental Unit" means an Apartment Unit as a Market Rental Unit;
- (v) "Residential Tenancy Act" means the Residential Tenancy Act, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (w) "Term" has the meaning ascribed thereto in Section 2.01; and
- (x) "Zoning By-law" means the City's Zoning By-law 12000, as amended, replaced, or replaced from time to time.

ARTICLE II -TERM AND NOTICE

Section 2.01 Term

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

Section 2.03 Notice of Housing Agreement

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

ARTICLE III RESTRICTIONS ON AND CONDITIONS OF USE

Section 3.01 Owner's Covenants

The Owner covenants and agrees that throughout the Term:

- (a) the Lands and the Apartment Units, will not be used in any way that is contrary to the terms of this Agreement;
- (b) the Owner shall be solely responsible for leasing the Apartment Units from time-to-time on such terms as the Owner determines, provided such terms are in accordance with this agreement.
- (c) the Owner covenants and agrees to operate the Apartment Units as Market Rental Units and agrees that the Apartment Units shall be Market Rental Units available for rent during the Term of this Agreement.
- (d) the Owner shall, prior to conveying title to any of the Apartment Units, obtain the written consent of the City to do so, such consent not to be unreasonably withheld;
- (e) the Owner will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in the City by reasonable and prudent owners of similar buildings and lands; and
- (f) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Apartment Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the Residential Tenancy Act and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to their use as Market Rental Housing.

ARTICLE IV ENFORCEMENT AND LIABILITY

Section 4.01 Enforcement

If the Owner fails to enforce compliance with the terms and conditions of Section 3.01 of this Agreement, then it is specifically understood and agreed that the City will be entitled, but will not be obliged, to enforce the terms and conditions of Section 3 of this Agreement.

Section 4.02 Indemnity

- (a) The Owner will indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and its respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all of any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement.
- (b) Provided that the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities 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 this Agreement.

ARTICLE V. GENERAL PROVISIONS

Section 5.01 Interpretation

In this Agreement:

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

Section 5.02 Records

During the Term, the Owner will keep accurate records pertaining to the use and occupancy of the Apartments Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting

reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

Section 5.03 Legislation

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

Section 5.04 Time

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

Section 5.05 No Effect on Rights

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

Section 5.06 Benefit of City

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

Section 5.07 Agreement Runs with the Lands

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

Section 5.08 Limitation on Owner's Obligations

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

Section 5.9 Enurement

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

Section 5.10 Partial Discharge

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

Section 5.11 Further Assurances

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

Section 5.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

Section 5.13 Severability

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

Section 5.14 Waiver

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

Section 5.15 No Fiduciary Relationship

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

Section 5.16 Joint and Several

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

Section 5.17 Survival

Notwithstanding anything contained herein:

- (a) the Owner covenants and agrees that the obligations of the Owner, including without limitation those set out in Article IV, shall survive termination or release of this Agreement; and
- (b) the City covenants and agrees that the provisions of Section 4.02 shall survive termination or release of this Agreement.

Section 5.18 Notice

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

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

Section 5.19 Owner's Representations and Warranties

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

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

Section 5.20 Counterparts

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

SABREMARK DEVELOPMENTS

by its authorized signatory:



Name: Balveek Neger
Title: Director

CITY OF SUREY

by its authorized signatory(ies)

Name:
Title:

Name
Title: