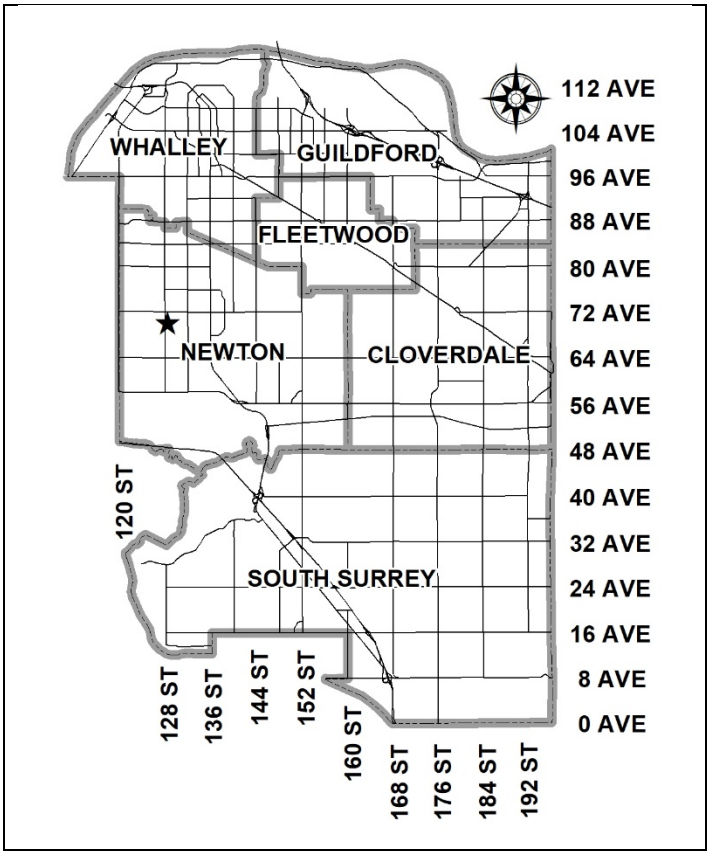


City of Surrey
ADDITIONAL PLANNING COMMENTS
File: 7918-0311-00

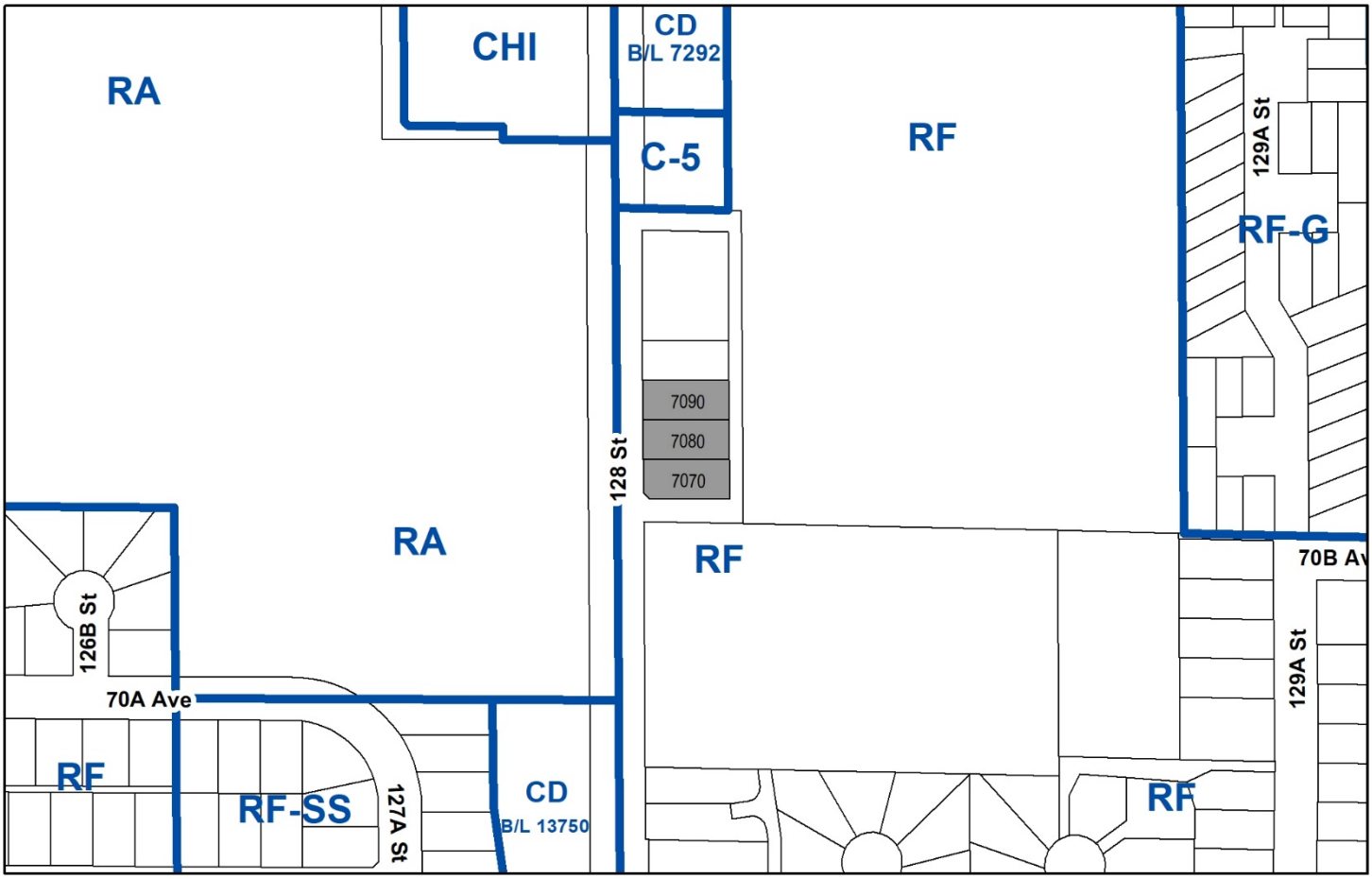
Planning Report Date: May 25, 2020

PROPOSAL:

- **Housing Agreement Amendment**

to allow for the stratification of the rental dwelling units provided all units have one owner.

LOCATION:	7070 – 128 Street 7080 – 128 Street 7090 – 128 Street
ZONING:	RF
OCP DESIGNATION:	Urban



RECOMMENDATION SUMMARY

- Council rescind Third Reading of By-law No. 19897 for a Housing Agreement.
- Council approve amendments to Schedule A to By-law No. 19897, as outlined in this report, and grant Third Reading to By-law No. 19897, as amended.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

RATIONALE OF RECOMMENDATION

- At the July 8, 2019 Regular Council – Land Use Meeting, Council granted Third Reading to the Housing Agreement By-law (No. 19897) for the subject application, which contained a clause prohibiting the residential portion of the proposed mixed-use building from being stratified.
- The purpose of prohibiting stratification was to limit the ownership of the rental dwelling units to a single owner to streamline the implementation and enforcement of the Housing Agreement for the City.
- Although the Housing Agreement as previously proposed allowed for the stratification and sale of the commercial retail units (CRUs) within the mixed-use building, the only way to stratify the CRUs independently of the rental dwelling units would be to subdivide the building by way of an air space parcel, which the applicant has stated would be cost-prohibitive.
- The applicant has, therefore, proposed an amendment to the Housing Agreement to permit stratification of the entire building, including the rental dwelling units, and all of the rental dwelling units are required to be owned by the same owner throughout the term of the agreement.
- As the proposed amendment to the Housing Agreement satisfies the City's requirement for a single owner for all the rental dwelling units, the changes are considered acceptable.

RECOMMENDATION

The Planning & Development Department recommends that:

1. Council rescind Third Reading of By-law No. 19897 granted by RES.R19-1234 at the July 8, 2019, Regular Council – Land Use Meeting;

2. Council amend Schedule A to By-law No. 19897 as documented in Appendix I of this report; and

3. Council consider Third Reading of By-law No. 19897, as amended.

DEVELOPMENT CONSIDERATIONS

Background

- On July 8, 2019, Development Application No. 7918-0311-00 was introduced to Council, proposing the development of a four-storey mixed-use building with commercial units on the ground floor and 26 market rental residential units above.

- The application included: an OCP Amendment from Urban to Multiple Residential; a rezoning from Single Family Residential Zone (RF) to Comprehensive Development Zone (CD); a Housing Agreement to secure the residential units as market rental for the period of twenty (20) years; a Development Permit for Form and Character; and a Development Variance Permit to reduce the required number of parking spaces for the residential component.

- At the July 8, 2019, Regular Council – Land Use Meeting, Council granted Third Reading to the proposed Housing Agreement By-law (No. 19897). The Housing Agreement as currently written contains a clause that prohibits the stratification of the residential component of the mixed-use building.

- Subsequently, at the July 22, 2019 Regular Council – Public Hearing Meeting, Council granted Third Reading to the proposed OCP Amendment and Rezoning.

- In the time since Third Reading was granted, the applicant has been working to complete the outstanding requirements to finalize the application.

- The applicant intends to stratify the commercial retail units (CRUs) in this mixed-use development in order to provide the option of selling one or more of the CRUs in the future. In order to stratify the commercial component of the building, but not the residential component, the applicant would have to undertake an air space parcel subdivision, which the applicant has indicated is costly.

- Therefore, the applicant is proposing an amendment to the Housing Agreement to allow the stratification of the residential component of the building, while restricting ownership of the rental dwelling units to a single owner for the duration of the Housing Agreement.

Proposed Amendments to Housing Agreement By-law No. 19897 Schedule A

- The Housing Agreement is proposed to be amended by removing the clause that restricts stratification of the dwelling units within the building and replacing it with a clause that states the building will be a strata title development with each of the commercial units and dwelling units being a separate strata lot.

- A new clause is proposed that states all of the dwelling units must be owned by the same owner.

- A new clause is proposed prohibiting the sale or transfer of the title, or any interest in the dwelling units, unless the new owner agrees in writing to assume the obligations of the Housing Agreement.

- In addition to the proposed changes noted above, the applicant has also updated the Housing Agreement to adhere to current processes for registration of a Housing Agreement on title. Rather than being registered as a Section 219 Restrictive Covenant, Housing Agreements are now only registered as a Notice on Title.

- The Proposed Amendments to the Housing Agreement By-law Schedule A are detailed in Appendix I.

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Proposed Amendments to CD By-law No. 19897 Schedule A – redline version
Appendix II.	Proposed CD By-law No. 19897 Schedule A – final version
Appendix III.	Planning Report No. 7918-0311-00, dated July 8, 2019

approved by Shawn Low

Jean Lamontagne
General Manager
Planning and Development

CB/cm

CITY OF SURREY

BYLAW NO. _____

A bylaw to authorize the City of Surrey to enter into a Housing Agreement

. . . . . .

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

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

NOW, THEREFORE, the Council of the City of Surrey, enacts as follows:

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

LOHA PROPERTIES LTD.
7247 – 122A Street
Surrey, BC V3W 3T2

and with respect to that certain parcel of lands and premises, in the City of Surrey and more particularly known and described as:

Parcel Identifier: 010-176-799

Lot 1 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

Parcel Identifier: 008-055-149

Lot 2 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

Parcel Identifier: 002-367-521

Lot 3 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

7070, 7080 and 7090 – 128 Street

(the "Land")

2. (a) As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once title(s) has/have been issued, as follows:

Parcel Identifier:

_____

(b) If the civic address(es) change(s), the City Clerk is directed to insert the new civic address(es) for the Land, as follows:

_____

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

4. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.

5. This By-law shall be cited for all purposes as "The Loha Properties Ltd. Housing Agreement, Authorization Bylaw, 2019, No. _____."

PASSED FIRST READING on the ____ day of _____, 201_.
PASSED SECOND READING on the ____ day of _____, 201_.
PASSED THIRD READING on the ____ day of _____, 201_.

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

_____ MAYOR

_____ CLERK

TERMS OF INSTRUMENT – PART II

~~SECTION 219 COVENANT AND~~ HOUSING AGREEMENT
(Section 483, Local Government Act ~~Occupancy~~)

BETWEEN:

CITY OF SURREY, a Municipal Corporation having its municipal offices at 13450 104 Avenue, Surrey, British Columbia V3T 1V8

(the "**City**")

OF THE FIRST PART

AND: **LOHA PROPERTIES LTD.** (INC. NO. BC1173620)
7247 122A Street Surrey, BC V3W 3T2

(the "**Covenantor**")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the current registered owner of those certain lands and premises (the "**Lands**") located in the City of Surrey, in the Province of British Columbia, ~~described in Item 2 of Form C to which this Terms of Instrument is attached;~~ and legally described as:

NO PID NMBR
LOT A SECTION 17 TOWNSHIP 2 NEW WESTMINSTER DISTRIC PLAN EPP99945

~~B. Section 219 of the *Land Title Act* (RSBC 1996, c. 250) provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land, in favour of a municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor;~~

B. Section 483 of the *Local Government Act* (RSBC 2015, c. 1) authorizes the City by bylaw to enter into a housing agreement;

C. The Covenantor desires to construct a building on a portion of the Lands containing 26 rental Dwelling Units and 5 ~~non-rental~~ Commercial Units (the "**~~Rental~~ Building**"); and

D. The Covenantor and the City wish to enter into this Agreement to restrict the use and occupancy of the ~~Rental~~ Building, on the terms and conditions set out herein, ~~to have effect both as a covenant under section 219 of the *Land Title Act* and~~ as a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT pursuant to ~~section 219 of the *Land Title Act* and~~ section 483 of the *Local Government Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar ($1.00) now paid by the City to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this ~~Covenant~~ Agreement as follows:

1. **DEFINED TERMS**

1.1 In and for the purpose of this Agreement, the following words have the following meanings:

(a) "**Agreement**" means this document and any amendments to or modifications of the same;

(b) "**Commercial Units**" means the 5 non-residential strata lot units to be constructed within the ~~Rental~~ Building;

(c) "**Dwelling Units**" means the 26 private dwelling strata lot units to be constructed within the ~~Rental~~ Building; ~~and~~

(d) "**Owner**" means the Covenantor and any successors in title from time to time; and

(e) "**Term**" means 20 years, commencing on the first day of the month after the final inspection for the ~~Rental~~ Building is issued by the City.

2. **COMMECIAL UNITS**

2.1 The Commercial Units are expressly excluded from the application of this Agreement.

3. **RESTRICTIONS ON OCCUPANCY OF DWELLING UNITS**

3.1 The Covenantor shall be solely responsible for leasing the Dwelling Units from time-to-time on such terms as the Covenantor determines, provided such terms are in accordance with this Agreement.

3.2 The Covenantor covenants and agrees to operate the Dwelling Units as residential rental units and agrees that the Dwelling Units shall be rental units available for rent during the Term of this Agreement.

~~3.3~~ The ~~Rental~~ Building will be a strata title development and upon the registration of the strata plan (the "**Strata** Plan") each of the Commercial Units and the Dwelling Units shall be a separate strata lot. ~~shall not be stratified to create individual titles for the Dwelling Units during the Term. However, the Rental Building may be stratified to the extent necessary to separate the title to the Dwelling Units in the aggregate from the titles to some or all of the Commercial Units.~~

3.4 All of the Dwelling Units must be owned by the same Owner(s).

3.5 Throughout the Term, the Covenantor shall not sell or transfer the beneficial or registered title or any interest in and to the Dwelling Units, unless the Covenantor obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Covenantor arising under this Agreement. Notwithstanding the forgoing, this section 3.5 does not apply to the lease of the Dwelling Units in accordance with this Agreement.

3.6 This Agreement shall automatically terminate at the end of the Term on the day that is 20 years after the date of this Agreement and the City shall remove notice of this Agreement from title to the Lands at such time.

3.7 The City may from time to time require that the Covenantor provide written proof of compliance with section 3 of this Agreement and the Covenantor agrees to provide the City with such proof in a form reasonably satisfactory to the City.

4. **ENFORCEMENT**

4.1 If the Covenantor fails to enforce compliance with the terms and conditions of section 3 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.

4.2 For the purpose of this Agreement, the Covenantor, without the need for further authorization, writing or documents, hereby irrevocably appoints the City as its agent with respect to the enforcement of this Agreement and with respect to exercising all remedies set out in this Agreement and all other remedies available at law to the Covenantor that relate to this Agreement.

5. **LIABILITY**

5.1 The Covenantor will indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Covenantor to comply with the terms and conditions of this Agreement.

5.2 Provided that the City is in compliance with the terms and conditions of this Agreement, the Covenantor 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 Covenantor now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

6. NOTICE

6.1 Any notice or other documents to be given or delivered pursuant to this Agreement will be addressed to the particular ~~roperty~~ party as follows:

as to the City:

City of Surrey
13450 104 Avenue, Surrey,
British Columbia V3T 1V8
Attention: General Manager, Planning & Development Dept.

as to the Covenantor:

Loha Properties Ltd.
7247 122A Street
Surrey, BC V3W 3T2

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

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

7 MISCELLANEOUS

7.1 The Covenantor acknowledges and agrees that:

(a) this Agreement constitutes ~~both a covenant under section 219 of the *Land Title Act* and~~ a housing agreement under section 483 of the *Local Government Act*;

(b) the City is required to file a notice of housing agreement in the Land Title Office against title to the Lands; and

(c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement.

7.2 The burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands.

7.3 Notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the Lands.

7.4 The fee simple estate in and to the Lands will not pass or vest in the City under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement.

7.5 The covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to ~~section 219 of the *Land Title Act* and~~ section 483 of the *Local Government Act* and as such will be binding on the Covenantor.

8. GENERAL

8.1 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 of intent of this Agreement or in any way affect this Agreement.

8.2 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include firms and corporations and vice versa.

8.3 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.

8.4 The words "hereof", "herein" 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.

8.5 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 uses or subdivision of the Lands; or

(b) relieves the Covenantor from complying with any enactment, including the City's by-laws.

8.6 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.

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

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

8.9 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.

8.10 Upon request by the City, the Covenantor will promptly do such acts and execute such documents as the City may reasonably require, in the opinion of the City, to give effect to this Agreement.

8.11 This Agreement is the entire agreement between and among the parties concerning the subject matter hereof and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

8.12 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.

8.13 This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.

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

LOHA PROPERTIES LTD.
by its authorized signatory:

_____
Name
Title:

CITY OF SURREY
by its authorized signatory:

_____
Name
Title:

~~**END OF DOCUMENT**~~

CITY OF SURREY

BYLAW NO. _____

A bylaw to authorize the City of Surrey to enter into a Housing Agreement

. . . . . .

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

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

NOW, THEREFORE, the Council of the City of Surrey, enacts as follows:

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

LOHA PROPERTIES LTD.
7247 – 122A Street
Surrey, BC V3W 3T2

and with respect to that certain parcel of lands and premises, in the City of Surrey and more particularly known and described as:

Parcel Identifier: 010-176-799

Lot 1 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

Parcel Identifier: 008-055-149

Lot 2 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

Parcel Identifier: 002-367-521

Lot 3 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

7070, 7080 and 7090 – 128 Street

(the "Land")

2. (a) As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once title(s) has/have been issued, as follows:

Parcel Identifier:

_____

(b) If the civic address(es) change(s), the City Clerk is directed to insert the new civic address(es) for the Land, as follows:

_____

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

4. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.

5. This By-law shall be cited for all purposes as "The Loha Properties Ltd. Housing Agreement, Authorization Bylaw, 2019, No. _____."

PASSED FIRST READING on the ____ day of _____, 201_.
PASSED SECOND READING on the ____ day of _____, 201_.
PASSED THIRD READING on the ____ day of _____, 201_.

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

_____ MAYOR

_____ CLERK

TERMS OF INSTRUMENT – PART II

HOUSING AGREEMENT
(Section 483, Local Government Act)

BETWEEN:

CITY OF SURREY, a Municipal Corporation having its municipal offices at 13450 104 Avenue, Surrey, British Columbia V3T 1V8

(the "**City**")

OF THE FIRST PART

AND: **LOHA PROPERTIES LTD.** (INC. NO. BC1173620)
7247 122A Street Surrey, BC V3W 3T2

(the "**Covenantor**")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the current registered owner of those certain lands and premises (the "**Lands**") located in the City of Surrey, in the Province of British Columbia, and legally described as:

NO PID NMBR
LOT A SECTION 17 TOWNSHIP 2 NEW WESTMINSTER DISTRIC PLAN EPP99945

B. Section 483 of the *Local Government Act* (RSBC 2015, c. 1) authorizes the City by bylaw to enter into a housing agreement;

C. The Covenantor desires to construct a building on a portion of the Lands containing 26 rental Dwelling Units and 5 Commercial Units (the "**Building**"); and

D. The Covenantor and the City wish to enter into this Agreement to restrict the use and occupancy of the Building, on the terms and conditions set out herein, as a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT pursuant to section 483 of the *Local Government Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar ($1.00) now paid by the City to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this Agreement as follows:

1. **DEFINED TERMS**

1.1 In and for the purpose of this Agreement, the following words have the following meanings:

(a) "**Agreement**" means this document and any amendments to or modifications of the same;

(b) "**Commercial Units**" means the 5 non-residential strata lot units to be constructed within the Building;

(c) "**Dwelling Units**" means the 26 private dwelling strata lot units to be constructed within the Building;

(d) "**Owner**" means the Covenantor and any successors in title from time to time; and

(e) "**Term**" means 20 years, commencing on the first day of the month after the final inspection for the Building is issued by the City.

2. **COMMECIAL UNITS**

2.1 The Commercial Units are expressly excluded from the application of this Agreement.

3. **RESTRICTIONS ON OCCUPANCY OF DWELLING UNITS**

3.1 The Covenantor shall be solely responsible for leasing the Dwelling Units from time-to-time on such terms as the Covenantor determines, provided such terms are in accordance with this Agreement.

3.2 The Covenantor covenants and agrees to operate the Dwelling Units as residential rental units and agrees that the Dwelling Units shall be rental units available for rent during the Term of this Agreement.

3.3 The Building will be a strata title development and upon the registration of the strata plan (the "**Strata** Plan") each of the Commercial Units and the Dwelling Units shall be a separate strata lot.

3.4 All of the Dwelling Units must be owned by the same Owner(s).

3.5 Throughout the Term, the Covenantor shall not sell or transfer the beneficial or registered title or any interest in and to the Dwelling Units, unless the Covenantor obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Covenantor arising under this Agreement. Notwithstanding the forgoing, this section 3.5 does not apply to the lease of the Dwelling Units in accordance with this Agreement.

3.6 This Agreement shall automatically terminate at the end of the Term on the day that is 20 years after the date of this Agreement and the City shall remove notice of this Agreement from title to the Lands at such time.

3.7 The City may from time to time require that the Covenantor provide written proof of compliance with section 3 of this Agreement and the Covenantor agrees to provide the City with such proof in a form reasonably satisfactory to the City.

4. **ENFORCEMENT**

4.1 If the Covenantor fails to enforce compliance with the terms and conditions of section 3 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.

4.2 For the purpose of this Agreement, the Covenantor, without the need for further authorization, writing or documents, hereby irrevocably appoints the City as its agent with respect to the enforcement of this Agreement and with respect to exercising all remedies set out in this Agreement and all other remedies available at law to the Covenantor that relate to this Agreement.

5. **LIABILITY**

5.1 The Covenantor will indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Covenantor to comply with the terms and conditions of this Agreement.

5.2 Provided that the City is in compliance with the terms and conditions of this Agreement, the Covenantor 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 Covenantor now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

6. NOTICE

6.1 Any notice or other documents to be given or delivered pursuant to this Agreement will be addressed to the particular party as follows:

as to the City:

City of Surrey
13450 104 Avenue, Surrey,
British Columbia V3T 1V8
Attention: General Manager, Planning & Development Dept.

as to the Covenantor:

Loha Properties Ltd.
7247 122A Street
Surrey, BC V3W 3T2

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

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

7 MISCELLANEOUS

7.1 The Covenantor acknowledges and agrees that:

(a) this Agreement constitutes a housing agreement under section 483 of the *Local Government Act*;

(b) the City is required to file a notice of housing agreement in the Land Title Office against title to the Lands; and

(c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement.

7.2 The burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands.

7.3 Notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the Lands.

7.4 The fee simple estate in and to the Lands will not pass or vest in the City under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement.

7.5 The covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to section 483 of the *Local Government Act* and as such will be binding on the Covenantor.

8. GENERAL

8.1 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 of intent of this Agreement or in any way affect this Agreement.

8.2 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include firms and corporations and vice versa.

8.3 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.

8.4 The words "hereof", "herein" 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.

8.5 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 uses or subdivision of the Lands; or

(b) relieves the Covenantor from complying with any enactment, including the City's by-laws.

8.6 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.

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

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

8.9 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.

8.10 Upon request by the City, the Covenantor will promptly do such acts and execute such documents as the City may reasonably require, in the opinion of the City, to give effect to this Agreement.

8.11 This Agreement is the entire agreement between and among the parties concerning the subject matter hereof and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

8.12 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.

8.13 This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.

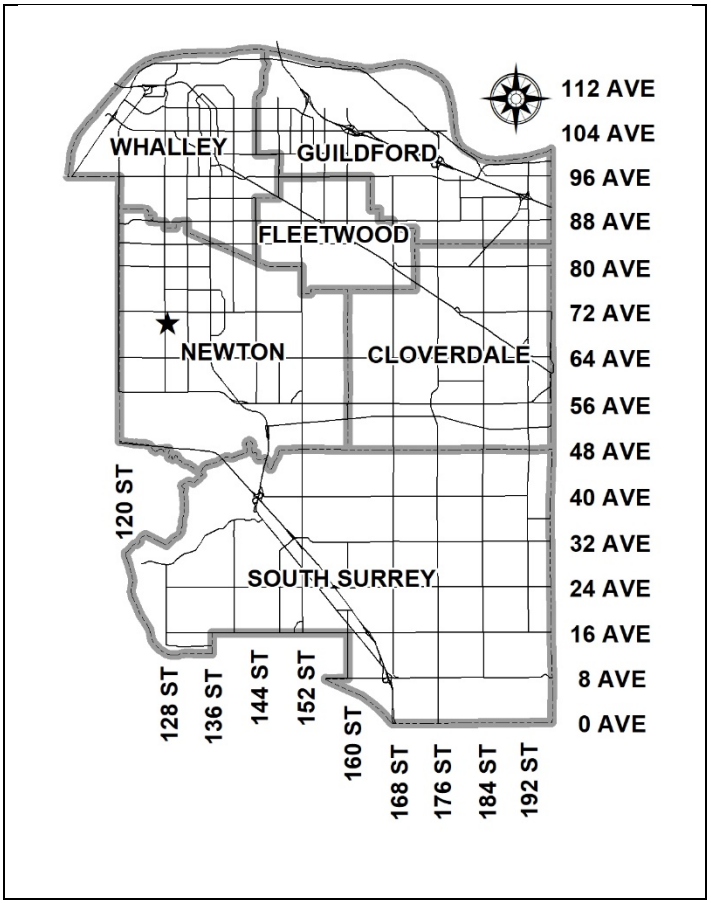
8.14 This Agreement may be executed and delivered by the parties hereto in one or more counterparts.

LOHA PROPERTIES LTD.
by its authorized signatory:

_____
Name
Title:

CITY OF SURREY
by its authorized signatory:

_____
Name
Title:



City of Surrey
PLANNING & DEVELOPMENT REPORT
File: 7918-0311-00

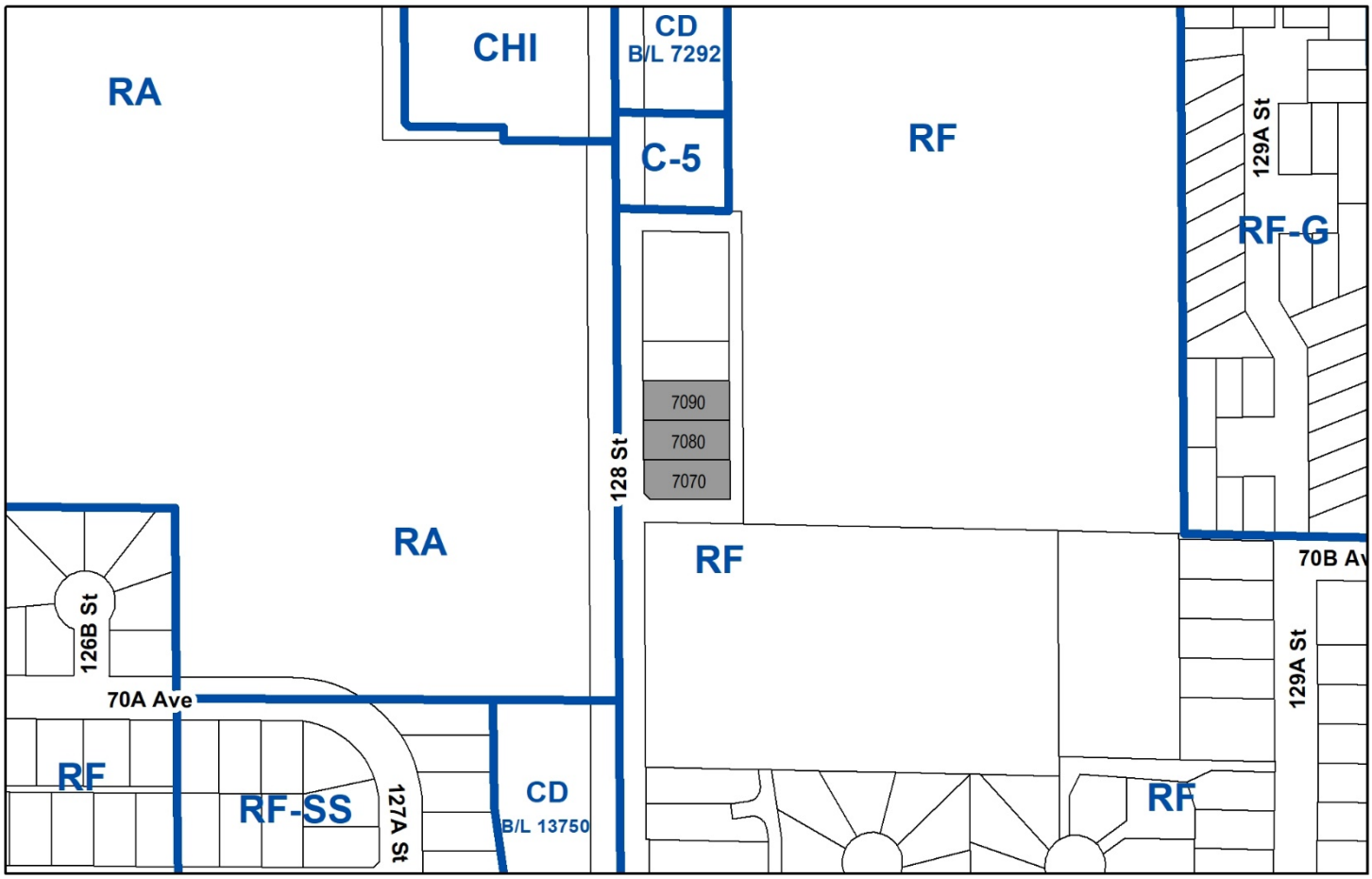
Planning Report Date: July 8, 2019

PROPOSAL:

- **OCP Amendment** from Urban to Multiple Residential
- **Rezoning** from RF to CD
- **Housing Agreement**
- **Development Permit**
- **Development Variance Permit**

to permit the development of a four-storey mixed-use building with commercial units on the ground floor and 26 market rental residential units above.

LOCATION:	7070 – 128 Street 7080 – 128 Street 7090 – 128 Street
ZONING:	RF
OCP DESIGNATION:	Urban



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for:
  - OCP Amendment; and
  - Rezoning.

- By-law Introduction for Housing Agreement.

- Approval to draft Development Permit.

- Approval for Development Variance Permit to proceed to Public Notification.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- The applicant is proposing an amendment to the Official Community Plan (OCP) to redesignate the site from "Urban" to "Multiple Residential".

- The applicant is proposing a Development Variance Permit to reduce the required number of parking spaces for the residential component of the project.

RATIONALE OF RECOMMENDATION

- The proposed OCP amendment to redesignate the site to Multiple Residential would provide for an apartment form in close proximity (less than 250 metres) to the intersection of 72 Avenue (an existing Frequent Transit Network) and 128 Street (a Future Frequent Transit Network). The Multiple Residential designation allows for mixed-use development with densities ranging up to 1.5 FAR.

- The proposal supports Surrey's Affordable Housing Strategy to encourage the development of secured purpose-built rental housing in locations close to Frequent Transit Networks. The proposed 26 rental apartment units will be secured through a Housing Agreement.

- The proposed use, density, and building form are appropriate for this part of Newton, and particularly given the site is located across from Kwantlen Polytechnic University and adjacent to Princess Margaret Park.

- The proposed variance to reduce the minimum number of required parking spaces by two spaces is considered reasonable given the property's location in proximity to 72 Avenue, which is part of the City's existing Frequent Transit Network. The proposed parking reduction also aligns with the Affordable Housing Strategy action to reduce the parking for secured market rental projects that are well served by transit and where the tenant mix will likely use transit.

RECOMMENDATION

The Planning & Development Department recommends that:

1. A By-law be introduced to amend the Official Community Plan by redesignating the subject site from Urban to Multiple Residential and a date for Public Hearing be set (Appendix VII).

2. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 475 of the Local Government Act.

3 A By-law be introduced to rezone the subject site from "Single Family Residential Zone (RF)" to "Comprehensive Development (CD)" and a date be set for Public Hearing (Appendix IX).

4. A By-law be introduced to allow the property owner and the City of Surrey to enter into a Housing Agreement to secure the residential portion of the building as market rental units for a period of twenty (20) years (Appendix X).

5. Council authorize staff to draft Development Permit No. 7918-0311-00 generally in accordance with the attached drawings (Appendix II).

6. Council approve Development Variance Permit No. 7918-0311-00 (Appendix VIII) varying the following, to proceed to Public Notification:

   (a) to reduce the required parking rate for dwelling units with one or no bedrooms within the residential component of the proposed mixed-use building from 1.3 parking spaces per dwelling unit to 1.2 parking spaces per dwelling unit.

7. Council instruct staff to resolve the following issues prior to final adoption:

   (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;

   (b) submission of a subdivision layout to the satisfaction of the Approving Officer;

   (c) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;

   (d) submission of a landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;

   (e) resolution of all urban design issues to the satisfaction of the Planning and Development Department;

   (f) the applicant address the concern that the development will place additional pressure on existing park facilities to the satisfaction of the General Manager, Parks, Recreation and Culture;

(g) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;

(h) submission of an acoustical report for the units adjacent to 128 Street and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures;

(i) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art for the commercial portion of the building, to the satisfaction of the General Manager Parks, Recreation and Culture;

(j) registration of a Section 219 Restrictive Covenant to ensure that the applicant will adequately address the City's needs with respect to public art and the City's Affordable Housing Strategy, should the rental units be converted to market units at any point in the future;

(k) registration of a Section 219 Restrictive Covenant to register the Housing Agreement on the property to restrict the dwelling units on the subject site to rental housing for a period of twenty (20) years; and

(l) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department.

REFERRALS

Engineering:	The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix III.
School District:	**Projected number of students from this development:** 1 Elementary student at W.E. Kinvig Elementary School 1 Secondary student at Princess Margaret Secondary School (Appendix IV) The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by March 2021.
Parks, Recreation & Culture:	The application is outside a secondary plan area. The proposed development will place increased pressure on park amenities in the area. The applicant has agreed to contribute $1,000 per unit as a park amenity contribution to address this increased pressure on park amenities.
Surrey Fire Department:	The City of Surrey Bylaw No. 19108 for Public Safety Radio Building Amplification System applies to this building. Installation of storage lockers is to comply with NFPA 13.

SITE CHARACTERISTICS

Existing Land Use: Vacant land and one single family dwelling

Adjacent Area:

Direction	**Existing Use**	**OCP Designation**	**Existing Zone**
North:	Single family residential	Urban	RF
East (Across unopened lane):	Princess Margaret Secondary School	Urban	RF
South (Across 70B Avenue):	Princess Margaret Park	Urban	RF
West (Across 128 Street):	Kwantlen Polytechnic University Surrey Campus	Urban	RA

JUSTIFICATION FOR PLAN AMENDMENT

- The subject property is designated Urban in the Official Community Plan (OCP). In order to achieve the land-use and proposed density, an OCP amendment from Urban to Multiple Residential is required. The Multiple Residential designation allows for mixed-use development with densities ranging up to 1.5 FAR.

- The proposed development supports existing transit service on 128 Street and 72 Avenue and is located in close proximity (less than 250 metres) to an existing Frequent Transit Network along 72 Avenue and a future Frequent Transit Network along 128 Street.

- The proposal also supports Surrey's Affordable Housing Strategy to encourage the development of purpose-built rental housing in locations close to Frequent Transit Networks. The proposed 26 rental apartment units will be secured through a Housing Agreement.

- The proposed land use, density, and building form are appropriate given the subject site's location across from Kwantlen Polytechnic University and adjacent to Princess Margaret Park

- In connection with the proposed OCP amendment, the applicant is required to demonstrate a community benefit contribution to the city. The subject application includes the following community benefits:
    - 100% of the residential units are market rental;
    - All residential units are secured as rental for a period of twenty years, as outlined in the Housing Agreement; and
    - The applicant has agreed to cover the costs to upgrade the median along 128 Street and install median fencing to deter jaywalking.

- To mitigate any impact that the additional density may have on Parks, Recreation & Culture facilities, the applicant has agreed to provide a parks amenity contribution of $1,000 per unit for the proposed residential units prior to Final Adoption.

- Taking into consideration the City's sustainability objectives to increase density and housing choice in proximity to existing Frequent Transit Network (FTN) routes, the proposal's support for the Affordable Housing Strategy, as well as the community benefits associated with the project, the proposed amendment to the OCP is supported.

PUBLIC CONSULTATION PROCESS FOR OCP AMENDMENT

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

DEVELOPMENT CONSIDERATIONS

Background & Current Proposal

- The subject site is comprised of 7070, 7080, and 7090 – 128 Street, west of the Newton Town Centre, and encompasses a net site area of approximately 1,834 square metres (19,741 sq. ft.).

- The site is designated Urban in the Official Community Plan (OCP) and is zoned Single Family Residential Zone (RF).

- The applicant is proposing:

    - An Official Community Plan (OCP) amendment from Urban to Multiple Residential;
    - Rezoning from Single Family Residential Zone (RF) to Comprehensive Development Zone (CD);
    - Development Permit to allow the development of a mixed-use building consisting of approximately 529 square metres (5,694 sq. ft.) ground floor commercial with 26 units of market rental housing above; and
    - Development Variance Permit to reduce the rate at which parking for dwelling units with one or no bedrooms within the residential component of the proposed mixed-use building is calculated from 1.3 parking spaces per unit to 1.2 parking spaces per unit.

- The market rental units will be secured by a Housing Agreement for a period of twenty years.

- The unit mix consists of 15 one-bedroom units, six two-bedroom units, and five three-bedroom units.

Affordable Housing Strategy

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. R066; 2018) with a focus on purpose-built market and non-market rental housing in Surrey.

- The proposed development supports the Affordable Housing Strategy.

- The Affordable Housing Strategy encourages the development of new purpose-built rental housing close to Frequent Transit Networks. The residential portion of the proposed project is 100% purpose-built rental located in close proximity (less than 250 metres) to an existing Frequent Transit Network along 72 Avenue and a future Frequent Transit Network along 128 Street. All of the units are proposed to be market rental, with the tenure secured through a Housing Agreement.

- As a purpose-built rental project, it is exempt from the $1,000 per unit fee under the Affordable Housing Strategy.

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, including form of tenure of the housing units.

- The applicant has proposed to enter into a Housing Agreement (see Appendix X) to restrict the dwelling units to rental only and restrict the residential portion of the building from being stratified for the duration of the term of the agreement, which is proposed to be twenty years.

Public Art

- The applicant will be required to register a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art, in accordance with the City's Public Art Policy requirements. The application must resolve this requirement prior to consideration of Final Adoption.

- The commercial portion of the proposed development is subject to the City's Public Art Policy, while the residential rental portion of the proposed development is exempt.

Proposed CD By-law

- The Zoning By-law does not have a zone that will allow for a mixed-use development of the size and scope that is being proposed. A rezoning to Comprehensive Development Zone (CD) is therefore required.

- The proposed CD By-law (Appendix IX) is generally based on the Multiple Residential (70) Zone (RM-70) and the Neighbourhood Commercial Zone (C-5).

- The proposed floor area ratio (FAR) is 1.5, which is consistent with the RM-70 Zone.

- The proposed lot coverage of 59% is higher than the maximum coverage permitted under either the RM-70 or C-5 Zones, however, this is offset by a much lower maximum building height than is allowed under the RM-70 Zone (14 metres/46 ft. vs. 50 metres/164 ft.). The proposed building is limited to four storeys.

- Setbacks have been customized through a review of the form and character of the proposal. The reduced setbacks allow for a more pedestrian-oriented, urban character to the development.

- A comparison of key criteria of the RM-70 Zone, the C-5 Zone, and the proposed CD Zone is outlined in the table below:

	RM-70	**C-5**	**CD Zone**	
FAR	1.5	0.5	1.5	
Lot Coverage	33%	50%	59%	
Building Height	50 metres (164 ft.)	9 metres (30 ft.)	14 metres (46 ft.)	
Setbacks	7.5 metres (25 ft.)	7.5 metres (25 ft.)	South West North (Lobby) North (2-4 Flr) East	4.5 m (15 ft.) 4.0 m (13 ft.) 0.0 m (0 ft.) 3.0 m (10 ft.) 3.0 m (10 ft.)
Permitted Uses	Multiple unit residential buildings and Ground-Oriented Multiple Unit Residential Buildings. Childcare centres.	Retail stores excluding adult entertainment stores, auction houses, second-hand stores and pawnshops. Personal service uses limited to barbershops, beauty parlours, cleaning and repair of clothing and shoe repair shops. Eating establishments excluding drive-through restaurants. Neighbourhood pub. Office uses excluding social escort services and methadone clinics. General service uses excluding funeral parlours, drive-through banks and vehicle rentals. Indoor recreational facilities. Community services. Child Care Centres.	Multiple unit residential buildings. Retail stores excluding adult entertainment stores, auction houses, second-hand stores and pawnshops. Personal service uses excluding body rub parlours. Eating establishments excluding drive-through restaurants, limited to 150 sq.m. (1,615 sq.ft.). Office uses excluding social escort services, methadone clinics and marijuana dispensaries. General service uses excluding funeral parlours, drive-through banks and vehicle rentals. Indoor recreational facilities. Community services.	

- In addition to the differences outlined above, the Multiple Residential (70) Zone requires that balconies that are a minimum of 4.6 square metres (50 sq. ft.) in area be provided for all residential units. The CD Zone allows for 25 units to have balconies that are less than 4.6 square metres (50 sq. ft.) in area.

- There are a total of three units that contain "Juliette" style balconies that are approximately 1.0 square metres (11 sq. ft.), with another 24 units with balconies ranging in size up to 3.0 square metres (33 sq. ft.). One unit has a wrap-around balcony approximately 47.0 square metres (506 sq. ft.) in area.

- The reduced balcony areas support the provision of purpose-built rental housing units with functional floor areas.

- All residents have access to the private podium-rooftop outdoor amenity area, which exceeds the minimum size required under the CD By-law.

DESIGN PROPOSAL AND REVIEW

Site and Building Design

- A four storey mixed-use building is proposed with a total floor area of 2,725 square metres (29,334 sq. ft.). The ground floor is proposed to consist of five commercial retail units (CRUs), occupying a floor area of 529 square metres (5,694 sq. ft.), with three floors of market rental apartment units above.

- The residential unit mix consists of 15 one-bedroom units, six two-bedroom units, and five three-bedroom units.

- The primary entrance to the residential portion of the building is located at the northwest corner of the property off 128 Street, with a secondary entrance accessed from the parking lot at the rear of the building.

- The proposed building is oriented towards both 128 Street and 70B Avenue, with one level of underground parking and limited surface parking at the rear of the building.

- The building has a strong street presence, with the ground floor CRUs designed with their primary frontages along 128 Street and 70B Avenue. Continuous weather protection is provided for pedestrians along the commercial frontages through the provision of canopies and awnings.

- The vertical massing of the residential portion of the building provides a contrast to the commercial space on the ground floor.

- A corner plaza offers public open space, integrated with commercial outdoor uses, while an outdoor patio on the second storey provides an outdoor amenity for residents of the building.

Amenity Areas

- The Zoning By-law requires that 78 square metres (840 sq. ft.) of both indoor and outdoor amenity areas be provided for the residential units.

- There is 92 square metres (990 sq. ft.) of indoor amenity space proposed for residents on the second floor of the building, comprised of a community room and a fitness room. The space also includes a washroom and a small storage area.

- A podium-rooftop outdoor amenity area of 170 square metres (1,830 sq. ft.) is proposed, accessible from the indoor amenity area, which will be landscaped and provide outdoor seating options.

Site Access

- Vehicular access to the site is proposed from a rear north-south lane, with one entrance to the surface level parking and a second entrance to the underground parking.

- Currently, a 6.0 metre (20 ft.) wide unopened road allowance runs north-south directly adjacent to the east property line of the subject property. Running parallel to the unopened road allowance is a private drive aisle on the site of Princess Margaret Secondary School, that provides access and egress to student pick-up and drop-off areas, as well as school parking lots. The private drive aisle is accessed via a signalized intersection at 70B Avenue and 128 Street.

- City staff have been working with the School District on an option to provide access to the subject site that would see a portion of the existing private drive aisle for the School realigned and combined with the proposed north-south lane in order to provide access to both the School and the subject site.

- This solution to provide access would avoid a situation where two roads would essentially run parallel to one another (the north-south lane and the private drive aisle for the School), and instead combine them into an enhanced lane, that could accommodate a sidewalk and boulevard on the west side of the lane.

- A raised crosswalk would be included in the design in order to provide safe pedestrian access for students to the proposed commercial retail units within the subject site.

- At the request of the School District, pedestrian safety along 128 Street would be further enhanced through the installation of median fencing to prevent jaywalking.

- The existing gate that restricts access to the school site would be relocated to the north so that the school site would remain inaccessible after hours to vehicle traffic, without restricting access to the subject site for residents and visitors.

- The applicant has agreed to cover the costs to construct the enhanced lane to provide shared access, as well as the costs to upgrade the median along 128 Street and install median fencing.

- Discussions are ongoing with the School District to determine the ultimate design of the shared access lane.

Parking

- The applicant is proposing to provide a total of 56 vehicle parking spaces on-site, which is a reduction of 2 parking spaces from the required number under the Zoning By-law. Further information on the proposed parking variance is detailed in the By-law Variance and Justification section below.

- The applicant is proposing 31 bicycle parking spaces in a secure bicycle parking area in the underground parkade and four bike racks for visitors at grade accommodating 16 bicycles, which meets the requirements for bicycle parking under the Zoning By-law.

Landscaping

- Landscaping plans, prepared by M2 Landscape Architecture, have been reviewed and found to be generally acceptable. The proposed landscaping includes 19 replacement trees (including Japanese Maple, Columnar Red Maple, and Chinese Dogwood), shrubs, grasses, perennials, and groundcover. Decorative paving is proposed at vehicular entrances and along pedestrian walkways throughout the site.

- A corner plaza area is proposed at the southwest corner of the site, consisting of sawcut concrete, in-ground planters with soft scaping, and benches.

- An outdoor amenity area for residents is proposed to be located on the roof of the podium. It is proposed to be finished with concrete pavers, planters, benches, and moveable furnishings.

PRE-NOTIFICATION

- Pre-notification letters were sent on February 4, 2019 to 337 addresses within 100 metres (328 ft.) of the subject site. Staff received one response from a nearby resident who expressed concerns about the proposed development contributing to increased traffic and leading to decreased road safety in an area already congested with vehicle, bicycle, and pedestrian traffic.

  (Vehicle access to the proposed development will be from two proposed driveways off the north-south lane to the east of the subject property, which will be accessed from the signalized intersection at 128 Street and 70B Avenue. The proposed shared access with Princess Margaret Secondary School would allow for an enhanced lane, with a sidewalk on the west side and a raised pedestrian crosswalk. Median fencing is proposed to be installed along 128 Street to further increase pedestrian safety in the area of the proposed development, which would deter pedestrians from jaywalking and to utilize the signalized intersection at 70B Avenue.)

Public Information Meeting

- A Public Information Meeting was hosted by the applicant on March 7, 2019. The meeting was held at Princess Margaret Secondary School, which is adjacent to the subject site.

- The meeting was led by the applicant's agent, Creekside Architects, with other consultants in attendance. City of Surrey staff from Planning and Transportation were in attendance to observe and to respond to questions and comments.

- Eleven (11) attendees signed in to attend the meeting, seven of which live in the surrounding area.

- In total, three of the attendees filled out comment sheets. The comments received were favourable and generally viewed the proposed development as a positive addition to the area, providing amenities for students and residents in the area, while providing adequate parking to meet the needs of residents, visitors, and customers.

- One resident mentioned increased traffic as a concern, but felt the light at 70B Avenue would help, and inquired whether any trees could be saved.

  (The trees on site are primarily Cottonwood (12 out of 17 trees), which have been assessed by an ISA Certified Arborist and found to be in poor condition. One Western Red Cedar on site was assessed to be dead and is considered an extreme hazard. The remaining trees proposed to be removed are in conflict with the proposed development.)

TREES

- Krisanna Mazur, ISA Certified Arborist of Woodbridge Tree Consulting Arborists 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
Alder and Cottonwood Trees			
Alder	1	1	0
Cottonwood	12	12	0
Deciduous Trees (excluding Alder and Cottonwood Trees)			
Field Elm	2	2	0
Coniferous Trees			
Western Red Cedar	2	2	0
Total (excluding Alder and Cottonwood Trees)	**4**	**4**	**0**

Total Replacement Trees Proposed (excluding Boulevard Street Trees)	**19**
Total Retained and Replacement Trees	**19**
Contribution to the Green City Fund	**$800**

- The Arborist Assessment states that there is a total of four (4) protected trees on the site, excluding Alder and Cottonwood trees. Thirteen (13) existing trees, approximately 76% of the total trees on the site, are Alder and Cottonwood trees. It was determined that no trees can be retained as part of this development proposal. The proposed tree retention was assessed taking into consideration the location of services, building footprints, road dedication and proposed lot grading.

- For those trees that cannot be retained, the applicant will be required to plant trees on a 1 to 1 replacement ratio for Alder and Cottonwood trees, and a 2 to 1 replacement ratio for all other trees. This will require a total of 21 replacement trees on the site. Since only 19 replacement trees are proposed on the site, the deficit of 2 replacement trees will require a cash-in-lieu payment of $800, representing $400 per tree, to the Green City Fund, in accordance with the City's Tree Protection By-law.

- The new trees on the site will consist of a variety of trees including Japanese Maple, Columnar Red Maple, and Chinese Dogwood.

- In summary, a total of 19 trees are proposed to be retained or replaced on the site with a contribution of $800 to the Green City Fund.

SUSTAINABLE DEVELOPMENT CHECKLIST

The applicant prepared and submitted a sustainable development checklist for the subject site on August 17, 2018. The table below summarizes the applicable development features of the proposal based on the seven (7) criteria listed in the Surrey Sustainable Development Checklist.

Sustainability Criteria	Sustainable Development Features Summary
1. Site Context & Location (A1-A2)	• Located in close proximity to an existing Frequent Transit Network (72 Avenue) and a future Frequent Transit Network (128 Street).
2. Density & Diversity (B1-B7)	• The proposed density of 1.49 FAR is consistent with the allowable density of 1.5 FAR under the Multiple Residential designation. • The proposed development is a mixed-use building with 80% residential floor area and 20% commercial floor area. • A range of unit sizes (one-bedroom, two-bedroom & three-bedroom) are proposed. • All of the residential units are proposed to be purpose-built market rental units. • The proposed outdoor amenity space provides an opportunity for private community gardens if desired by tenants or building management.
3. Ecology & Stewardship (C1-C4)	• Low Impact Development Standards (LIDS) will be incorporated through an underground storm water detention tank and podium roof planters.

Sustainability Criteria	Sustainable Development Features Summary
4. Sustainable Transport & Mobility (D1-D2)	• Bicycle parking is proposed for both the residential and commercial portions of the building. • The subject site is located in close proximity to Kwantlen Polytechnic University and Princess Margaret Secondary School, providing good opportunities for pedestrians to access the proposed commercial retail units.
5. Accessibility & Safety (E1-E3)	• The design of the site incorporates Crime Prevention Through Environmental Design (CPTED) principles, such as natural surveillance. • Twelve of the 26 residential units (46%) are proposed to be adaptable. • Both indoor and outdoor amenity areas are provided as community gathering space for residents.
6. Green Certification (F1)	• None proposed.
7. Education & Awareness (G1-G4)	• The applicant conducted a Public Information Meeting (PIM).

ADVISORY DESIGN PANEL

- The proposal was reviewed at the Advisory Design Panel (ADP) meeting on February 28, 2019 and received a motion of conditional support. It was recommended that the applicant address a number of issues to the satisfaction of the Planning and Development Department, and, at the discretion of Planning staff, resubmit the project to the ADP for review.

- The comments prepared by the panel, along with the Architects' responses, are attached as Appendix VI. The comments provided by the panel formed part of the detailed urban design review.

- The applicant has resolved the issues identified by the ADP to the satisfaction of the Planning and Development Department.

BY-LAW VARIANCE AND JUSTIFICATION

(a) Requested Variance:

- The applicant is proposing to reduce the rate at which parking for dwelling units with one or no bedrooms within the residential component of the proposed mixed-use building is calculated from 1.3 parking spaces per unit to 1.2 parking spaces per unit.

Applicant's Reasons:

- The site is well served by public transit on 128 Street and 72 Avenue.

- Due to the site's proximity to Princess Margaret Secondary School and Kwantlen Polytechnic University, a high percentage of walk-in traffic is expected to the commercial retail units, which are anticipated to be primarily casual food retailers with only short-term parking needs.

Staff Comments:

- Surrey's Affordable Housing Strategy supports reduced parking for secured purpose-built rental housing projects in areas that are well-served by transit and that will contain an appropriate tenant mix that will use transit.

- Reduced parking is supported by the Metro Vancouver Apartment Parking Study from 2018, which reported a 35% oversupply of parking region-wide for market rental and a 45% oversupply South of Fraser.

- The Metro Vancouver Apartment Parking Study found a demand rate of 0.72 parking spaces per unit for market rental located within 400 metres (1,300 ft.) of frequent bus service was sufficient. This is in comparison to the required parking rates of 1.3 parking spaces per unit for one-bedroom units and 1.5 parking spaces per unit for two- and three-bedroom units under the Zoning By-law.

- A demand rate of 0.72 would result in the need for 19 parking spaces for the residential component of the proposed development.

- The applicant is proposing to provide 35 parking spaces for residential use, which exceeds the demand rate reported under the Metro Vancouver Apartment Parking Study.

- The proposed parking relaxation only applies to the residential component of the project. The required parking for the commercial component is being met.

- The reduced parking rate for the residential component of the project results in an overall parking reduction of 2 parking spaces for the project (from 58 parking spaces to 56 parking spaces).

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Project Data Sheets
Appendix II.	Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix III.	Engineering Summary
Appendix IV.	School District Comments
Appendix V.	Summary of Tree Survey and Tree Preservation
Appendix VI.	ADP Comments and Response
Appendix VII.	OCP Redesignation Map
Appendix VIII.	Development Variance Permit No. 7918-0311-00
Appendix IX.	Proposed CD By-law
Appendix X.	Housing Agreement By-law

INFORMATION AVAILABLE ON FILE

- Complete Set of Architectural and Landscape Plans prepared by Creekside Architects and M2 Landscape Architecture, respectively, dated June 14, 2019 and June 17, 2019.

original signed by Ron Gill

Jean Lamontagne
General Manager
Planning and Development

CB/cm

APPENDIX I

DEVELOPMENT DATA SHEET

Proposed Zoning: CD

Required Development Data	**Minimum Required / Maximum Allowed**	**Proposed**
LOT AREA* (in square metres)		
Gross Total	2,000 sq. m.	2,187 sq. m.
Road Widening area		363 sq. m.
Undevelopable area		
Net Total		1,834 sq. m.
LOT COVERAGE (in % of net lot area)		
Buildings & Structures	59%	58.9%
Paved & Hard Surfaced Areas		
Total Site Coverage		
SETBACKS (in metres)		
Front	4.5 m 3.6m	4.74 m to building 3.68 m to projection
Rear	0.0 m 3.0 m	0 m to building on ground floor 3.02 m to building on upper
Side #1 (W)	4.0 m 2.7 m	4.29 m to building 2.77 m to projection
Side #2 (E)	3.0 m 1.5 m	3.1 m to building 1.58 m to projection
BUILDING HEIGHT (in metres/storeys)		
Principal	14.0 m	13.82 m
Accessory		
NUMBER OF RESIDENTIAL UNITS		
One Bed		15
Two Bedroom		6
Three Bedroom +		5
Total		26
FLOOR AREA: Residential		2,197 sq. m.
FLOOR AREA: Commercial		528.6 sq. m.
TOTAL BUILDING FLOOR AREA		2,725 sq. m.

Development Data Sheet cont'd

Required Development Data	Minimum Required / Maximum Allowed	Proposed
DENSITY		
# of units/ha /# units/acre (gross)		
# of units/ha /# units/acre (net)		
FAR (gross)		
FAR (net)	1.5	1.49
AMENITY SPACE (area in square metres)		
Indoor	78 sq. m.	92 sq. m.
Outdoor	78 sq. m.	170 sq. m.
PARKING (number of stalls)		
Commercial	16	16
Residential Bachelor + 1 Bedroom	20	18
2-Bed	9	9
3-Bed	8	8
Residential Visitors	5	5
Total Number of Parking Spaces	58	56
Number of accessible stalls	1	2
Number of small cars	20	6

Heritage Site	NO	Tree Survey/Assessment Provided	YES

APPENDIX II

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN

CREEKSIDE ARCHITECTS

A0-0

ZONING ANALYSIS DATA

CURRENT ZONING: RF
PROPOSED ZONING: CD
(Rental Housing Agreement)

GROSS SITE AREA: 2186.5 sqm (23,536 sf)

NET SITE AREA: 1834 sqm (19,742 sf)

LOT COVERAGE: 58.9%
(1080 sqm bldg. footprint / 1834 sqm)

SETBACKS: (Required)
West = 4m [4m min]
East = 3m [3m min]
South = 3m/5m [3m/5m min]
North = 0m/3m [0m/3m min]

SETBACKS: (Proposed)
West = 4.29m to building face
West = 2.77m to projecion
East = 3.1m to building face
East = 1.58m to projection
South = 4.74m to building face
South = 3.68m to projection
North = 0m to building face ground
North = 3.02m to building face upper

BLDG. HEIGHT: 13.82m (45'-4")
[1 storey commercial + 3 stories residential]

DENSITY: Gross FAR = 1.25
Net FAR = 1.49 [1.5 max]

GROSS FLOOR AREA:
Residential = 2196.60 sqm (23,644 sf)
Commercial = 528.62 sqm (5690 sf)
TOTAL GFA = 2725.22 sqm (29,334 sf)
[2751 sqm (29,613 sf) max]

RESIDENTIAL UNIT MIX: 15 x 1 BED
6 x 2 BED
5 x 3 BED

TOTAL RESIDENTIAL UNITS: 26

OFF-STREET PARKING:
Residential = 37 stalls provided (37 req'd.)
15 x 1.3/unit (one bed) = 20
11 x 1.5/unit (two or more bed) = 17

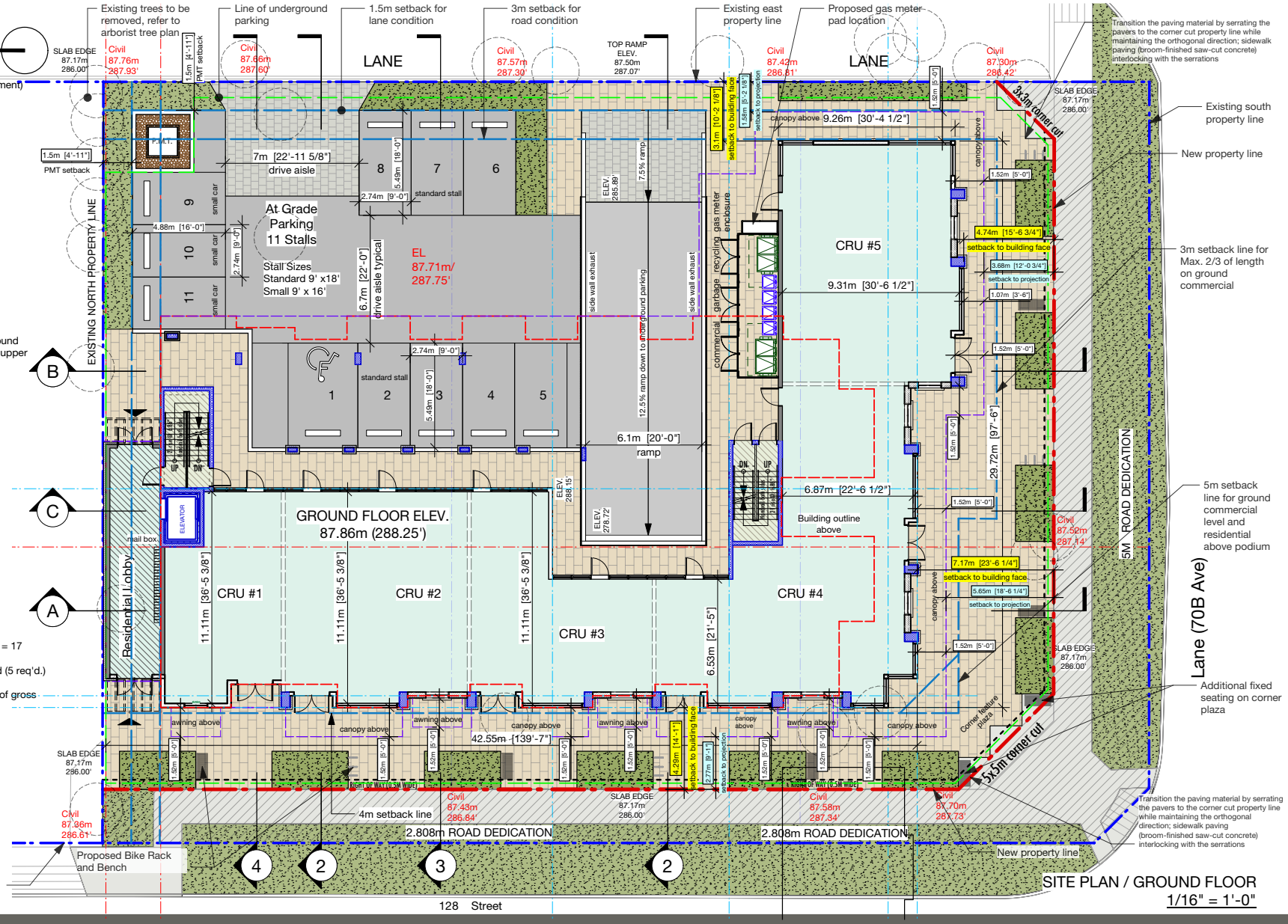
Resid. Visitor = 26 x 0.2/unit = 5 stalls provided (5 req'd.)

Commercial = based on 3 stalls per 100 sqm of gross floor area for retail store use
3 x 528.62/100 = 16 (req'd)
14 stalls provided (16 req'd.)

Total Parking = 56 stalls provided (58 req'd.)

11 surface parking
45 underground parking

BICYCLE PARKING:
Residential = 34 provided (31 req'd.)
Commercial = Not Required



SITE PLAN / GROUND FLOOR
1/16" = 1'-0"

7070-7090 128 Street Surrey BC

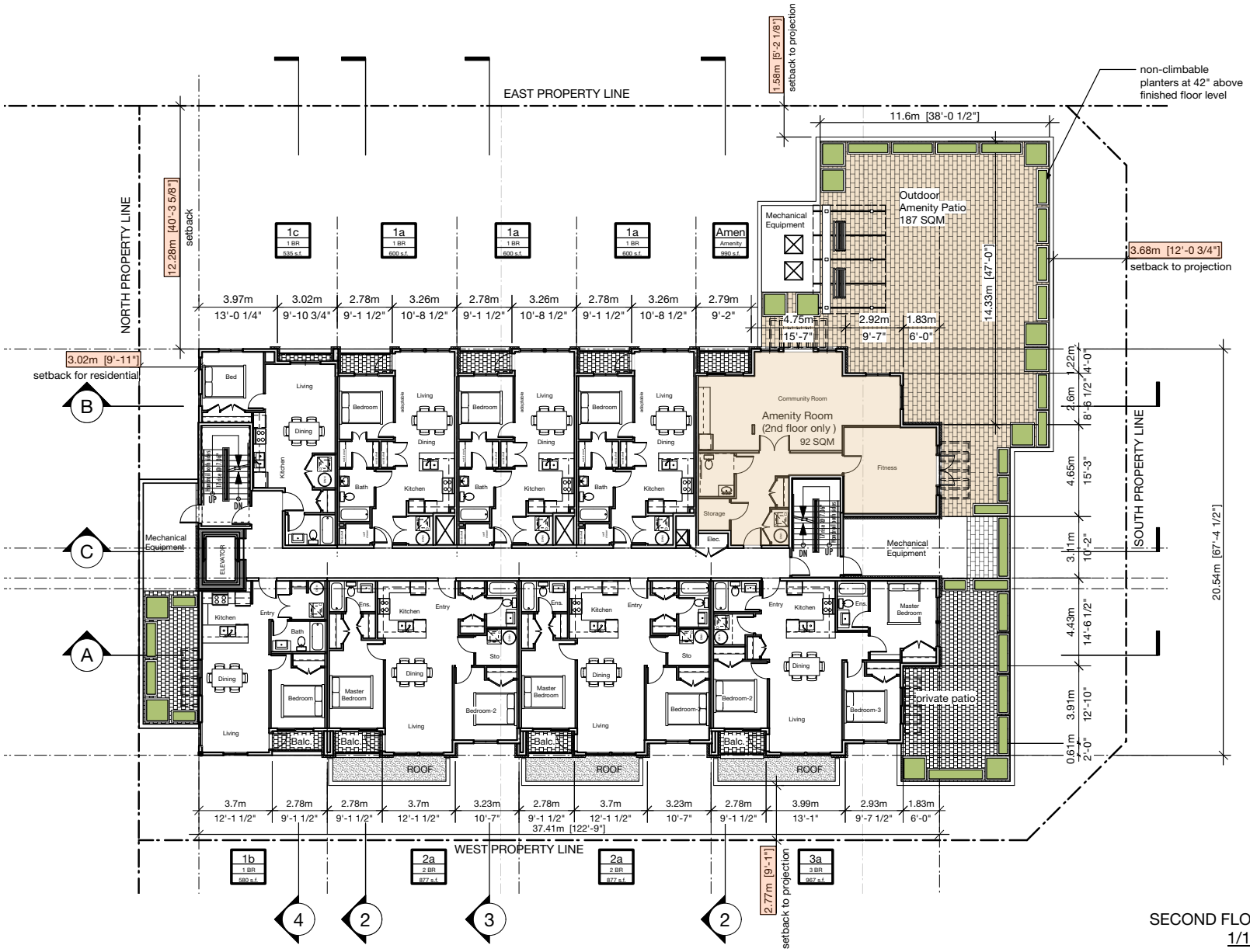
Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Site / Ground Floor

A1-1



SECOND FLOOR PLAN
1/16" = 1'-0"

7070-7090 128 Street Surrey BC

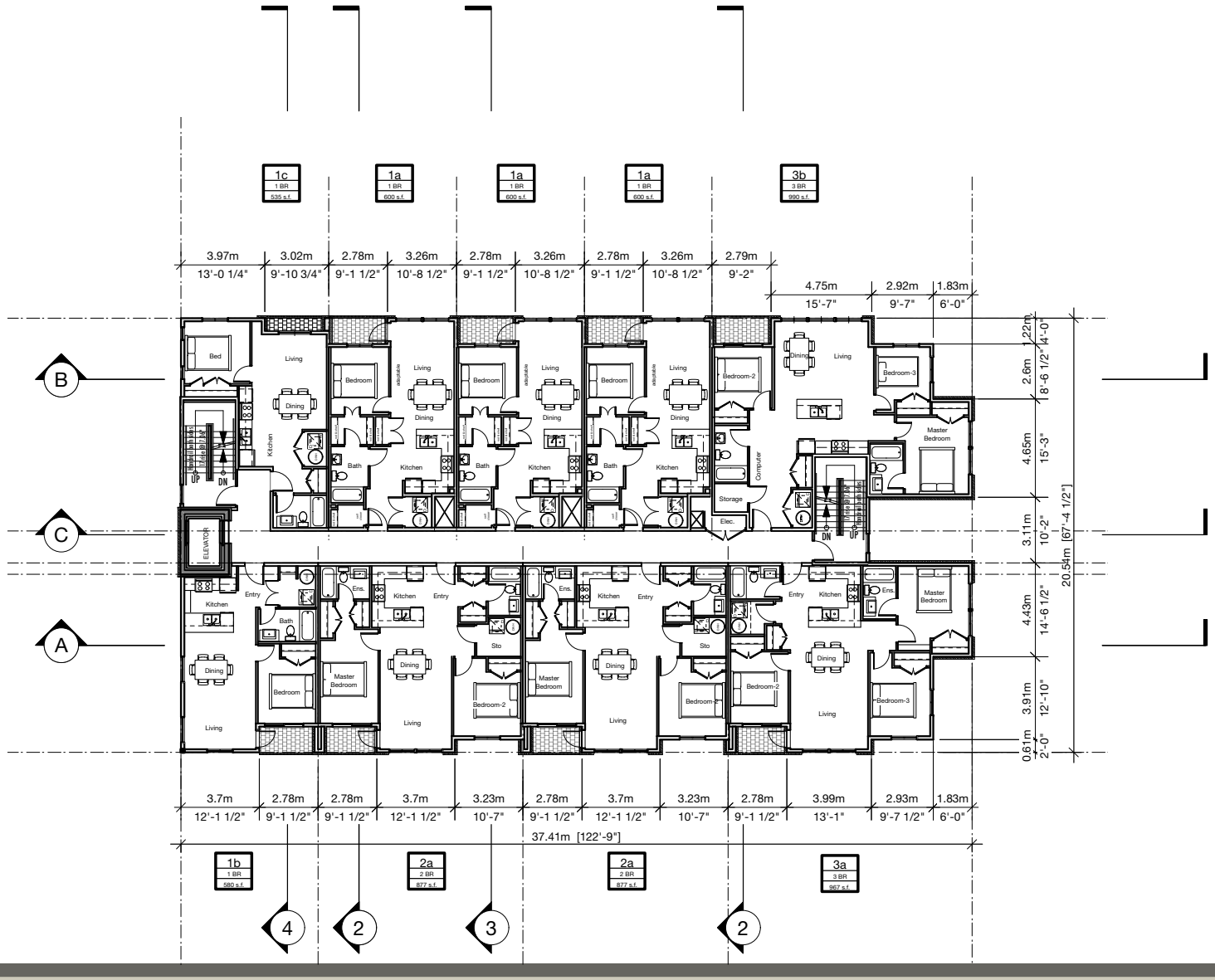
Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Second Floor

A1-2



THIRD FLOOR PLAN
1/16" = 1'-0"

7070-7090 128 Street Surrey BC

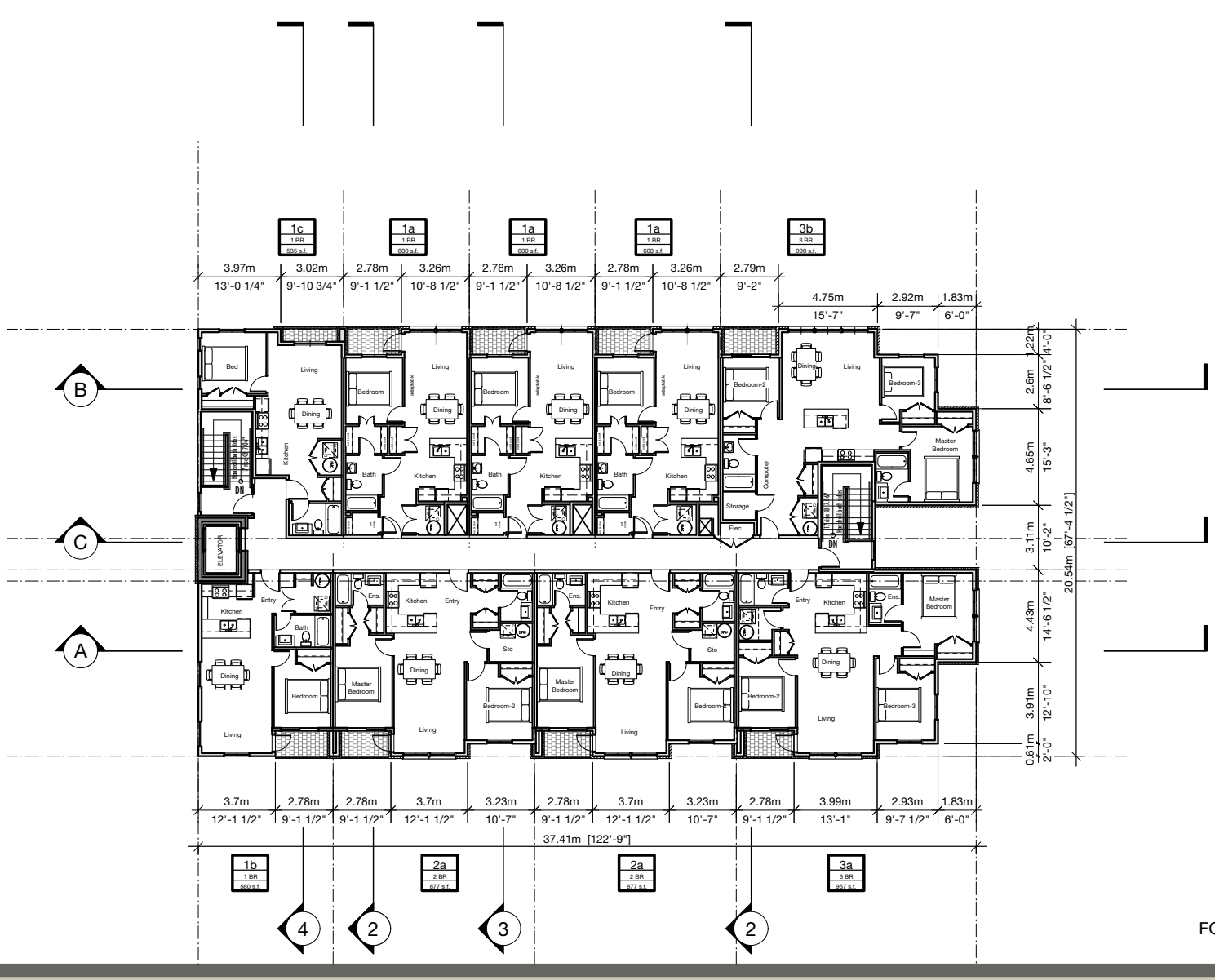
Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN
BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Third Floor

A1-3



FOURTH FLOOR PLAN
1/16" = 1'-0"

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

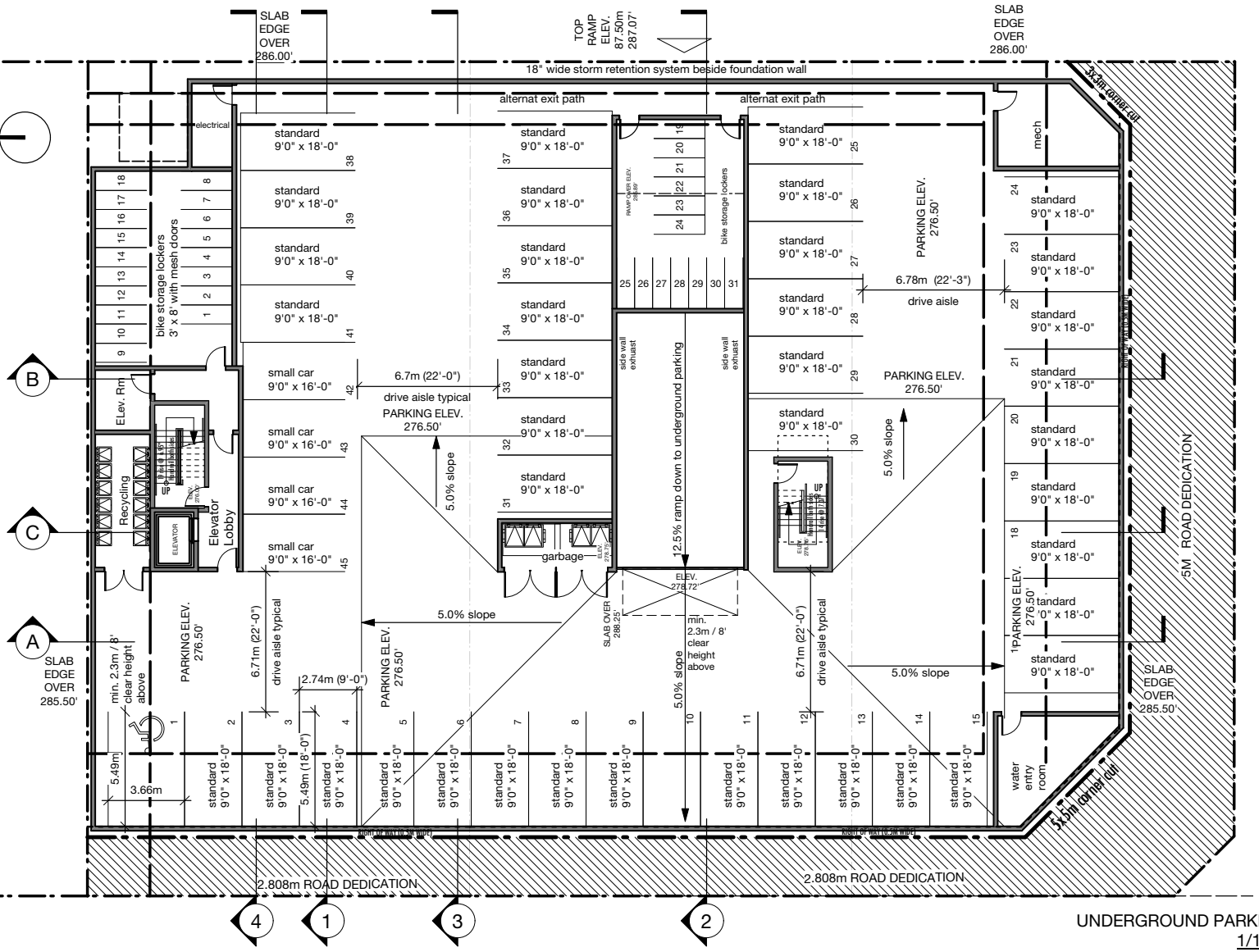
ELVEDEN
BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Fourth Floor

A1-4

UNDER GROUND PARKING
45 Stalls
(At Grade 11 Stalls)
TOTAL PARKING STALLS
PROVIDED 56



UNDERGROUND PARKING PLAN
1/16" = 1'-0"

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN
BY LONA PROPERTIES

CREEKSIDE ARCHITECTS

Underground Floor

A1-6

West Elevation - Streetscape along 128 St. 1:250

South Elevation - Streetscape along 70B Ave. 1:250

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN
BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Street Elevations

A2-1

128 St. Elevation (West Elevation) 1:150

Note: fabric canopies may not be vinyl.
Signage not shown here as it will be a separate application at a later time.

70B Ave. Elevation (South Elevation) 1:150

Brick - painted white

Windows and sliding doors VinylTek Polo Charcoal

Fiber Cement Shingle Siding BM 2151-70 Powder Sand

Fiber Cement Panel Siding BM 2151-70 Powder Sand

Fiber Cement Vertical Siding (Board & Batten) BM 2151-70 Powder Sand

Misc. Trim BM HC 166 Kendall Charcoal

EXTERIOR MATERIAL & COLOUR SCHEDULE

No.	Material	Colour
1	Painted Brick	Benjamin Moore 2151-70 Powder sand
2a	Exposed Concrete c/w elastomeric paint	Benjamin Moore 2151-70 Powder sand
2b	Architectural smooth/polished concrete	
3	Kawneer Storefront Trifab 601 Framing System	Permanodic Color Finishes (#29) Black
4	Spandrel panel	
5	FiberCement Vertical Siding (Board & Batten)	Benjamin Moore 2151-70 Powder sand
6	FiberCement Panel Siding (for joint refer to #15)	Benjamin Moore 2151-70 Powder sand
7	FiberCement Shingle Siding	Benjamin Moore 2151-70 Powder sand
8	Window & Sliding Glass Door (Residential)	Vinyltek Polo Charcoal
9	Window & Door Trim	Benjamin Moore 2134-30 Iron Mountain
10	Window Shutter	Matching the color of windows
11	Awnings and Canopies	High Quality fabric / Dark Gray or Black
12	Prefinished Metal Railing/RWL/Flashing	Dark Gray or White
13a	Linear Metal Soffit (commercial units) not shown	Longboard - wood grain color (light fir)
13b	FiberCement Soffit Panels (residential units)	James Hardie - Cobble Stone
14a	Misc. Trim (Fascia/Deck edge/mid wall etc.)	Benjamin Moore HC-166 Kendall Charcoal
14b	Misc. Trim (Fascia/Deck edge/mid wall etc.)	Benjamin Moore 2151-70 Powder sand
15	Misc. Joint	Matching adjacent exterior cladding color
16	Lighting Fixture	
17	Garbage and gas meter enclosure	Perforated sheet metal (white)

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN
BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Elevations
1:150

A2-2

Lane (East) Elevation 1:150

North Elevation 1:150

Note: fabric canopies may not be vinyl.
Signage not shown here as it will be a separate application at a later time.

Brick - painted white

Windows and sliding doors VinylTek Polo Charcoal

Fiber Cement Shingle Siding BM 2151-70 Powder Sand

Fiber Cement Panel Siding BM 2151-70 Powder Sand

Fiber Cement Vertical Siding (Board & Batten) BM 2151-70 Powder Sand

Misc. Trim BM HC 166 Kendall Charcoal

EXTERIOR MATERIAL & COLOUR SCHEDULE

No.	Material	Colour
1	Painted Brick	Benjamin Moore 2151-70 Powder sand
2a	Exposed Concrete c/w elastomeric paint	Benjamin Moore 2151-70 Powder sand
2b	Architectural smooth/polished concrete	
3	Kawneer Storefront Trifab 601 Framing System	Permanodic Color Finishes (#29) Black
4	Spandrel panel	
5	FiberCement Vertical Siding (Board & Batten)	Benjamin Moore 2151-70 Powder sand
6	FiberCement Panel Siding (for joint refer to #15)	Benjamin Moore 2151-70 Powder sand
7	FiberCement Shingle Siding	Benjamin Moore 2151-70 Powder sand
8	Window & Sliding Glass Door (Residential)	Vinyltek Polo Charcoal
9	Window & Door Trim	Benjamin Moore 2134-30 Iron Mountain
10	Window Shutter	Matching the color of windows
11	Awnings and Canopies	High Quality fabric / Dark Gray or Black
12	Prefinished Metal Railing/RWL/Flashing	Dark Gray or White
13a	Linear Metal Soffit (commercial units) not shown	Longboard - wood grain color (light fir)
13b	FiberCement Soffit Panels (residential units)	James Hardie - Cobble Stone
14a	Misc. Trim (Fascia/Deck edge/mid wall etc.)	Benjamin Moore HC-166 Kendall Charcoal
14b	Misc. Trim (Fascia/Deck edge/mid wall etc.)	Benjamin Moore 2151-70 Powder sand
15	Misc. Joint	Matching adjacent exterior cladding color
16	Lighting Fixture	
17	Garbage and gas meter enclosure	Perforated sheet metal (white)

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN
BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Elevations
1:150

A2-3

Note: Signage not shown here as it will be a separate application at a later time.

EXTERIOR MATERIAL & COLOUR SCHEDULE

No.	Material	Colour
1	Painted Brick	Benjamin Moore 2151-70 Powder sand
2a	Exposed Concrete c/w elastomeric paint	Benjamin Moore 2151-70 Powder sand
2b	Architectural smooth/polished concrete	
3	Kawneer Storefront Trifab 601 Framing System	Permanodic Color Finishes (#29) Black
4	Spandrel panel	
5	FiberCement Vertical Siding (Board & Batten)	Benjamin Moore 2151-70 Powder sand
6	FiberCement Panel Siding (for joint refer to #15)	Benjamin Moore 2151-70 Powder sand
7	FiberCement Shingle Siding	Benjamin Moore 2151-70 Powder sand
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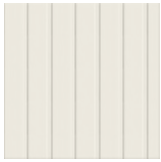
9	Window & Door Trim	Benjamin Moore 2134-30 Iron Mountain
10	Window Shutter	Matching the color of windows
11	Awnings and Canopies	High Quality fabric / Dark Gray or Black
12	Prefinished Metal Railing/RWL/Flashing	Dark Gray or White
13a	Linear Metal Soffit (commercial units) not shown	Longboard - wood grain color (light fir)
13b	FiberCement Soffit Panels (residential units)	James Hardie - Cobble Stone
14a	Misc. Trim (Fascia/Deck edge/mid wall etc.)	Benjamin Moore HC-166 Kendall Charcoal
14b	Misc. Trim (Fascia/Deck edge/mid wall etc.)	Benjamin Moore 2151-70 Powder sand
15	Misc. Joint	Matching adjacent exterior cladding color
16	Lighting Fixture	
17	Garbage and gas meter enclosure	Perforated sheet metal (white)

Brick - painted white

Windows and sliding doors
VinylTek Polo Charcoal
Cawneer Storefront Trifab 601 (Black)

Fiber Cement Shingle Siding
BM 2151-70

Fiber Cement Panel Siding
BM 2151-70 Powder Sand


Fiber Cement Vertical Siding
(Board & Batten)
BM 2151-70 Powder Sand

Misc. Trim
BM HC 166 Kendall Charcoal

Linear Metal Soffit
Wood Grain (light fir)
(Commercial Units)

Hardie Soffit Panels
Cobble Stone
(Residential Units)

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN
BY LOHA PROPERTIES

CREEKSIDE ARCHITECTS

Colors & Material

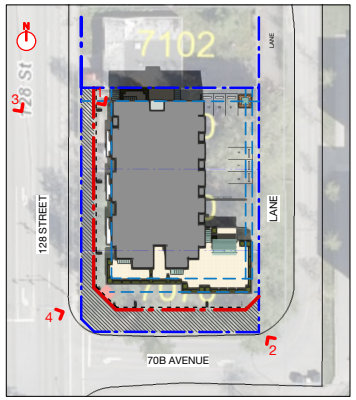
A2-4

1. Residential Lobby Entry

2. View from south east corner

3. View from north west corner

KEY PLAN



4. Closer street view from south west corner

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN

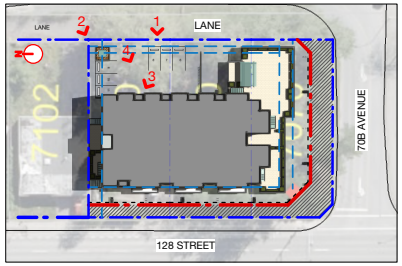
CREEKSIDE ARCHITECTS

Misc. Views (front)

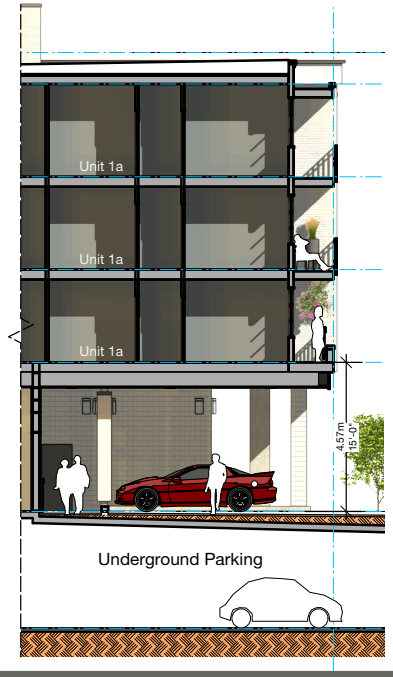
A4-1

1. East Lane Elevation (Partial)

KEY PLAN



2. View from north east corner



3. Covered Parking at Rear

4. View from entry to parking at grade

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN BY LONA PROPERTIES

CREEKSIDE ARCHITECTS

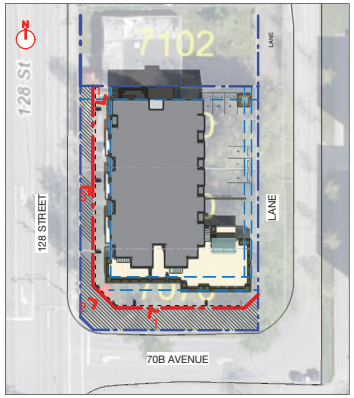
Misc. Views (back)

A4-2

1. Storefront view along 70B Avenue

2. Storefront view at the corner of 128 Street and 70B Avenue

KEY PLAN



3. Storefront view along 128 Street

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN

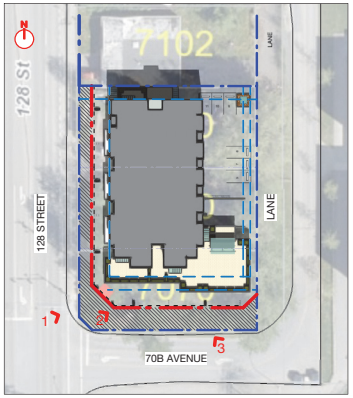
CREEKSIDE ARCHITECTS

Misc. Views (street level)

A4-3

1. Street level view at the corner of 70B Avenue and 128 Street

KEY PLAN



2. Aerial view at the corner of 70B Avenue and 128 Street

3. Higher view along 70B Avenue

7070-7090 128 Street Surrey BC

Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

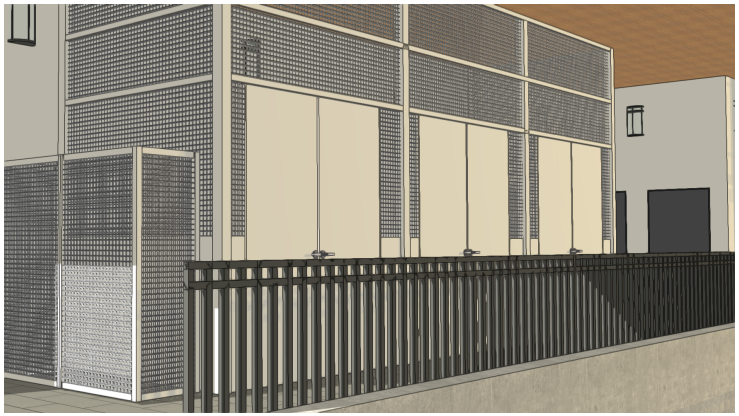
ELVEDEN

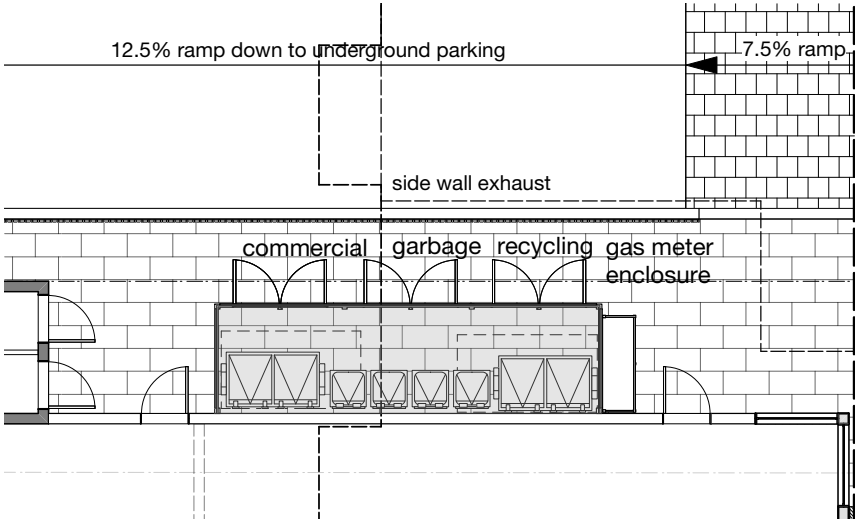
CREEKSIDE ARCHITECTS

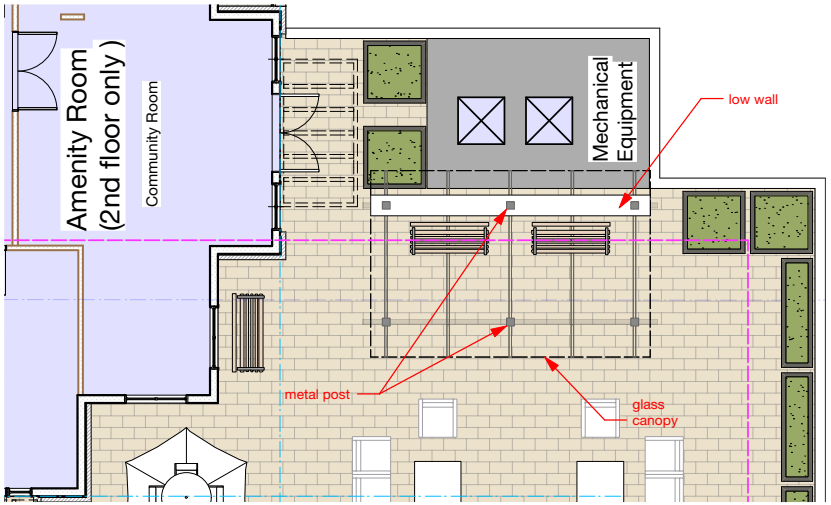
Misc. Views (street level)

A4-4

Commercial Garbage & Recycling Enclosure & Gas Meter Enclosure







Arbour on podium

7070-7090 128 Street Surrey BC

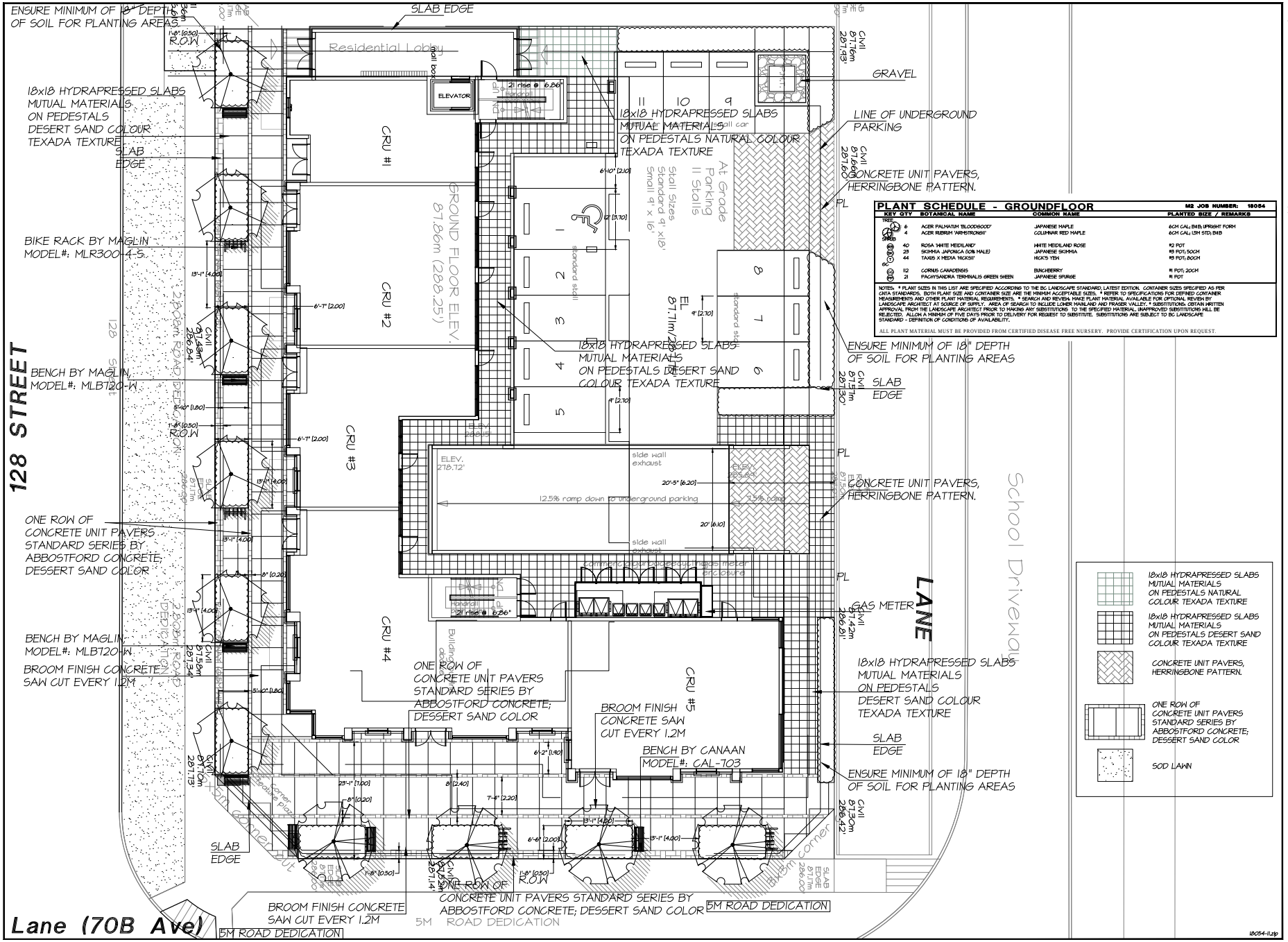
Resubmission to Planning Department June 25, 2019 (SURREY FILE NO.7918-0311-00)

ELVEDEN

CREEKSIDE ARCHITECTS

Misc. Details

A5-1



PLANT SCHEDULE - GROUNDFLOOR

M2 JOB NUMBER: 18054

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	6	ACER PALMATUM 'BLOODGOOD'	JAPANESE MAPLE	6CM CAL; B&B; UPRIGHT FORM
	4	ACER RUBRUM 'ARMSTRONGII'	COLUMNAR RED MAPLE	6CM CAL; CDM STD; B&B
SHRUB				
	42	ROSA 'WHITE MEIDILAND'	WHITE MEIDILAND ROSE	#2 POT
	23	SKIMMIA JAPONICA (CON MALE)	JAPANESE SKIMMIA	#3 POT; 50CM
	44	TAXUS X MEDIA 'HICKSII'	HICK'S YEW	#3 POT; 80CM
GROUND COVER				
	112	CORNUS CANADENSIS	BUNCHBERRY	#1 POT; 20CM
	21	PACHYSANDRA TERMINALIS GREEN SHEEN	JAPANESE SPURGE	#1 POT

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNTA STANDARDS. 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 - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

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M2 LANDSCAPE ARCHITECTURE

#220 - 26 Lorne Mews
New Westminster, British Columbia
V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

NO.	DATE	REVISION DESCRIPTION	DR.
8	2019JUN17	REV AS PER CITY COMMENTS	BN
7	2019MAY29	REV AS PER NEW SITE PLAN	BN
6	2019MAY03	REV AS PER ADP COMMENTS	BN
5	2019FEB07	REV AS PER NEW SITE PLAN	BN
4	2019JAN17	REV AS PER NEW SITE PLAN	BN
3	2018AUG16	DEVELOPMENT APPLICANTION ISSUED	BN
2	2018JUL05	REV AS PER NEW SITE PLAN	BN
1	2018JUL26	PRELIMINARY PLAN	BN

SEAL:

PROJECT:

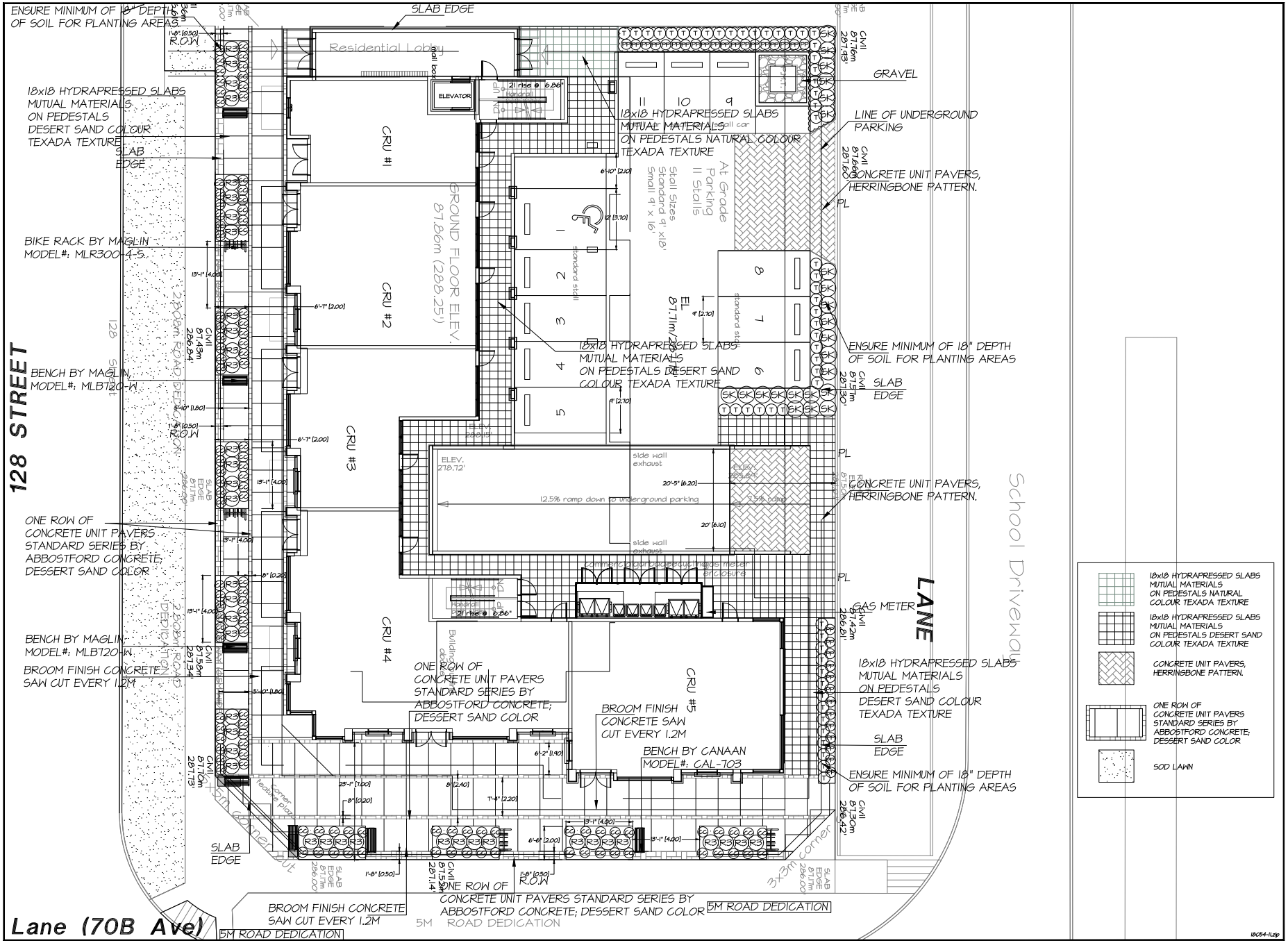
COMMERCIAL DEVELOPMENT
7070-7090-128 STREET,
SURREY, BC

DRAWING TITLE:

TREE PLAN GROUND FLOOR

DATE: 23.JUL.2018	DRAWING NUMBER:
SCALE: 1/8"=1'-0"	L1
DRAWN: BN	
DESIGN: BN	OF 5
CHKD: MM	
M2LA PROJECT NUMBER:	JOB NO. 18054

18054-L1.zip



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#220 - 26 Lorne Mews
New Westminster, British Columbia
V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

NO.	DATE	REVISION DESCRIPTION	DR.
8	2019JUN17	REV AS PER CITY COMMENTS	BN
7	2019MAY24	REV AS PER NEW SITE PLAN	BN
6	2019MAY03	REV AS PER ADP COMMENTS	BN
5	2019FEB07	REV AS PER NEW SITE PLAN	BN
4	2019JAN17	REV AS PER NEW SITE PLAN	BN
3	2018AUG16	DEVELOPMENT APPLICANTION ISSUED	BN
2	2018JUL05	REV AS PER NEW SITE PLAN	BN
1	2018JUL26	PRELIMINARY PLAN	BN

SEAL:

PROJECT:

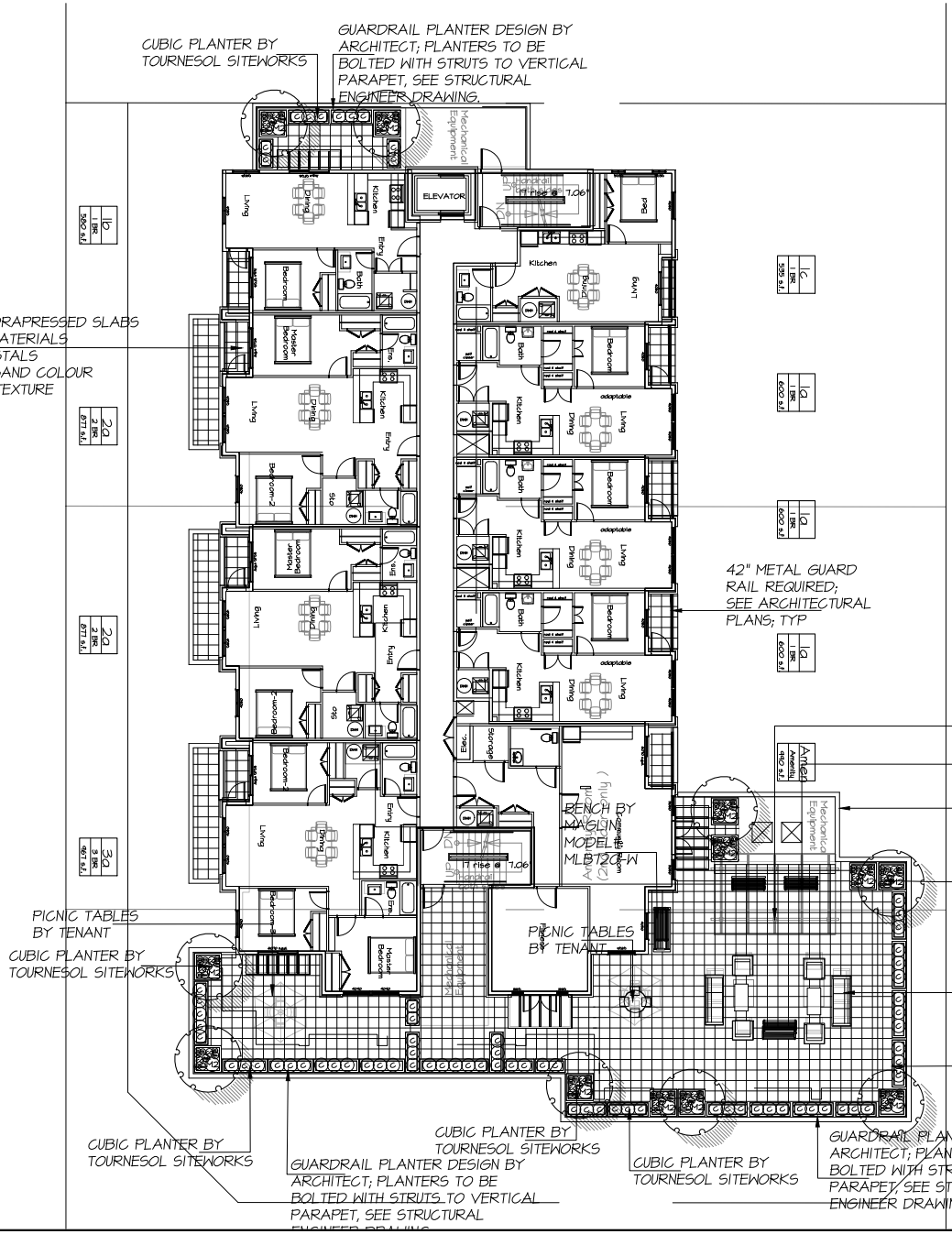
COMMERCIAL DEVELOPMENT
7070-7090-128 STREET, SURREY, BC

DRAWING TITLE:

SHRUB PLAN GROUND FLOOR

DATE: 23.JUL.2018	DRAWING NUMBER:
SCALE: 1/8"=1'-0"	L2
DRAWN: BN	
DESIGN: BN	OF 5
CHK'D: MM	
M2LA PROJECT NUMBER:	JOB NO. 18054

18054-L2.zip



PLANT SCHEDULE - 2ND FLOOR

M2 JOB NUMBER: 18054

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
CK	9	CORNUS KOUSA 'CHINENSIS'	CHINESE DOGWOOD	2.5M HT; BUSH FORM; B&B
GRASSES				
CA	64	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FOERSTER REED GRASS	#1 POT
CO	22	CAREX MORROWII 'GOLD BAND'	GOLDEN BAND JAPANESE SEDGE	#1 POT
MS	11	MISCANTHUS SINENSIS 'STRICTUS'	PORCUPINE GRASS	#2 POT
PERENNIAL				
SM	33	SEDUM 'MOORCHEN'	TALL SEDUM, 3" DIVISIONS	#1 POT
GC				
EB	55	ERICA CARNEA 'SPRINGWOOD WHITE'	HEATHER	#1 POT

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNTA STANDARDS. 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 - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

18054-11.zip

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M2 LANDSCAPE ARCHITECTURE

#220 - 26 Lorne Mews
New Westminster, British Columbia
V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

NO.	DATE	REVISION DESCRIPTION	DR.
8	2019JUN17	REV AS PER CITY COMMENTS	BN
7	2019MAY29	REV AS PER NEW SITE PLAN	BN
6	2019MAY03	REV AS PER ADP COMMENTS	BN
5	2019FEB07	REV AS PER NEW SITE PLAN	BN
4	2018JUN07	REV AS PER NEW SITE PLAN	BN
3	2018AUG16	DEVELOPMENT APPLICANTION ISSUED	BN
2	2018AUG15	REV AS PER NEW SITE PLAN	BN
1	2018JUL26	PRELIMINARY PLAN	BN

SEAL:

PROJECT:

COMMERCIAL DEVELOPMENT
7070-7090-128 STREET,
SURREY, BC

DRAWING TITLE:

LANDSCAPE PLAN SECOND FLOOR

DATE: 23.JUL.2018	DRAWING NUMBER:
SCALE: 1/8"=1'-0"	L3
DRAWN: BN	
DESIGN: BN	OF 5
CHK'D: MM	
M2LA PROJECT NUMBER:	JOB NO. 18054

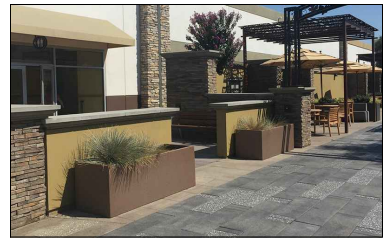
18"X18" HYDRAPRESSED CONCRETE PAVER

BY ABBOTSFORD CONCRETE

BIKE RACK

MBR200series BY MAGLIN

SURFACE MOUNT, COLOUR TO MATCH WITH ARCHITECTURAL



CUBE PLANTER

BY TOURNESOL SITEWORKS

SOFA & CLUB CHAIR SET

BY SOFA VANCOUVER COMPANY

CANAAN
Site Furnishings

Metal Bench

Model no: CAL-703

Material: Constructed with galvanized solid steel flat bar and H.S. steel tubing
Finish: Steel components are electrocoated with anti-corrosion treatment, and finished with UV resistant Canaan 5 Steps Powder Coating electrostatically
Installation: Surface mounted; holes are pre-drilled in each foot for securing to base
Specification: Choice of powdercoat color
Options: Stainless steel memorial plaque and center arm available

Dimensions: Length: 72" / 1830 mm
Width: 25.6" / 650 mm
Height: 40" / 1016 mm
Weight: 189.6 lbs / 86 kg

650 mm
1830 mm
1016 mm
1016 mm
424 mm
657 mm
Side View
Front View

Proprietary and confidential
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Unless otherwise specified
All measurements are in mm; all measurements are also preliminary and may vary from final plans. We reserve the right to improve, alter or discontinue specifications without notice.

Canada

T: 1-855-200-1133 | Fax: 1-866-806-2355 | www.conceptsfurnishings.com

BENCH

CAL-703 BY CANAAN

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M2
LANDSCAPE ARCHITECTURE

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V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

NO.	DATE	REVISION DESCRIPTION	DR.
8	2019.JUL17	REV AS PER CITY COMMENTS	BN
7	2019.MAY.24	REV AS PER NEW SITE PLAN	BN
6	2019.MAY.23	REV AS PER ADP COMMENTS	BN
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4	2018.JAN.17	REV AS PER NEW SITE PLAN	BN
3	2018.NOV.14	DEVELOPMENT APPLICANTION ISSUED	BN
2	2018.AUG.15	REV AS PER NEW SITE PLAN	BN
1	2018.JUL.26	PRELIMINARY PLAN	BN

SEAL:

PROJECT:

COMMERCIAL
DEVELOPMENT
7070-7090-128 STREET,
SURREY, BC

DRAWING TITLE:

LANDSCAPE PLAN DETAILS

DATE: 29.JUL.2018
SCALE:
DRAWN: BN
DESIGN: BN
CHK'D: MM

DRAWING NUMBER:
L4
OF 5

M2LA PROJECT NUMBER: JOB NO. 18054

18054-11.zip

CITY OF SURREY
the future lives here.

INTER-OFFICE MEMO

TO:	**Manager, Area Planning & Development - South Surrey Division Planning and Development Department**		
FROM:	**Development Services Manager, Engineering Department**		
DATE:	**July 07, 2019**	PROJECT FILE:	**7818-0311-00**
RE:	**Engineering Requirements (Multi-family) Location: 7070, 7080 & 7090 128 Street**		

OCP AMENDMENT

There are no engineering requirements relative to the OCP Amendment beyond those noted below.

REZONE AND SUBDIVISION

Property and Right-of-Way Requirements

- Dedicate 2.808 m along 128 Street for Arterial Road Standard;
- Dedicate 5.0 m along 70 Avenue for modified Local Road Standard;
- Dedicate 5.0 m x 5.0 m corner cut at the intersection of 128 Street and 70 Avenue;
- Dedicate 3.0 m x 3.0 m corner cut at the intersection of 70 Avenue and lane/school access;
- Register 0.5 m Statutory Right-of-Way (SRW) along 128 Street, 70 Avenue and rear lane frontage for sidewalk maintenance and inspection chambers; and
- Secure an off-site SRW from the easterly lot for public right of passage to support driveway access to the proposed development. The SRW shall extend from 70 Avenue to the north side of 7118 128 Street and be of sufficient width to include the ultimate pavement surface and curb which will be determined at detailed design.

Works and Services

- Reconstruct the existing curb and sidewalk at the ultimate location, and widen existing median complete with fencing on 128 Street;
- Construct north leg cross walk at the signalized intersection of 128 Street & 70 Avenue;
- Relocate existing traffic pole at the intersection of 128 Street & 70 Avenue;
- Construct a new bus landing pad fronting the development;
- Remove existing driveway letdowns on 128 Street and reinstate to City Standard;
- Construct the north side of 70 Avenue to a modified Local Road Standard;
- Construct the lane & school access to a modified standard; and
- Construct a 250 mm sanitary main along 128 Street to service the development.

A Servicing Agreement is required prior to Rezone and Subdivision.

DEVELOPMENT PERMIT

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

Tommy Buchmann, P.Eng.
Development Services Manager
SC

NOTE: Detailed Land Development Engineering Review available on file

Surrey Schools
LEADERSHIP IN LEARNING

January 31, 2019

Planning

THE IMPACT ON SCHOOLS

APPLICATION #: 18 0311 00

SUMMARY

The proposed 26 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 2018 Enrolment/School Capacity

W.E. Kinvig Elementary	
Enrolment (K/1-7):	50 K + 344
Operating Capacity (K/1-7)	38 K + 419
Princess Margaret Secondary	
Enrolment (8-12):	1342
Capacity (8-12):	1500

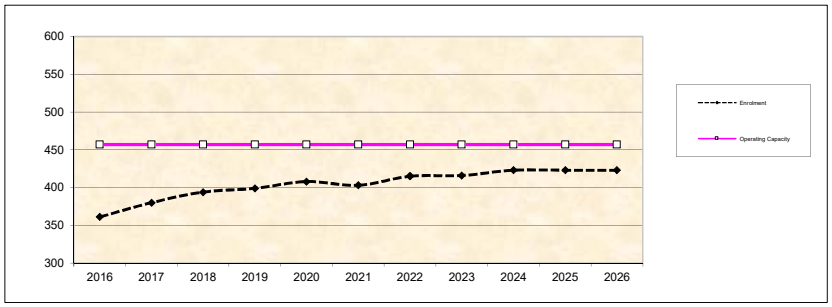
School Enrolment Projections and Planning Update:

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

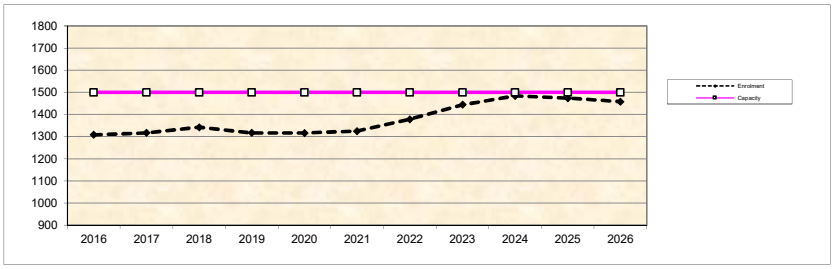
W.E. Kinvig Elementary is serving maturing neighbourhoods. September 2018 enrolment has grown from the previous 5 years and is projected to continue to modestly grow over the next 10 years. The growth can accommodated within the existing capacity of the school; therefore, there are no plans for any future expansions to the school.

Princess Margaret Secondary is currently operating under capacity. It is projected that over the next 10 years the school will grow to fill the 1500 capacity school. There are no proposed capital plan projects for this school.

W.E. Kinvig Elementary



Princess Margaret Secondary



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

Tree Preservation Summary

Surrey Project No:
Address: 7070, 7080, 7090 128 Street, Surrey
Registered Arborist: Woodridge Tree Consulting Arborists Ltd., Terry Thrale - PN6766A

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)	17
Protected Trees to be Removed	17
Protected Trees to be Retained (excluding trees within proposed open space or riparian areas)	0
Total Replacement Trees Required: - Alder & Cottonwoods to be removed (1:1) 13 X one (1) = 13 - All other species to be removed (2:1) 4 X two (2) = 8	21
Replacement Trees Proposed	19
Replacement Trees in Deficit	2
Protected Trees to be Retained in Proposed Open Space or Riparian Areas	0

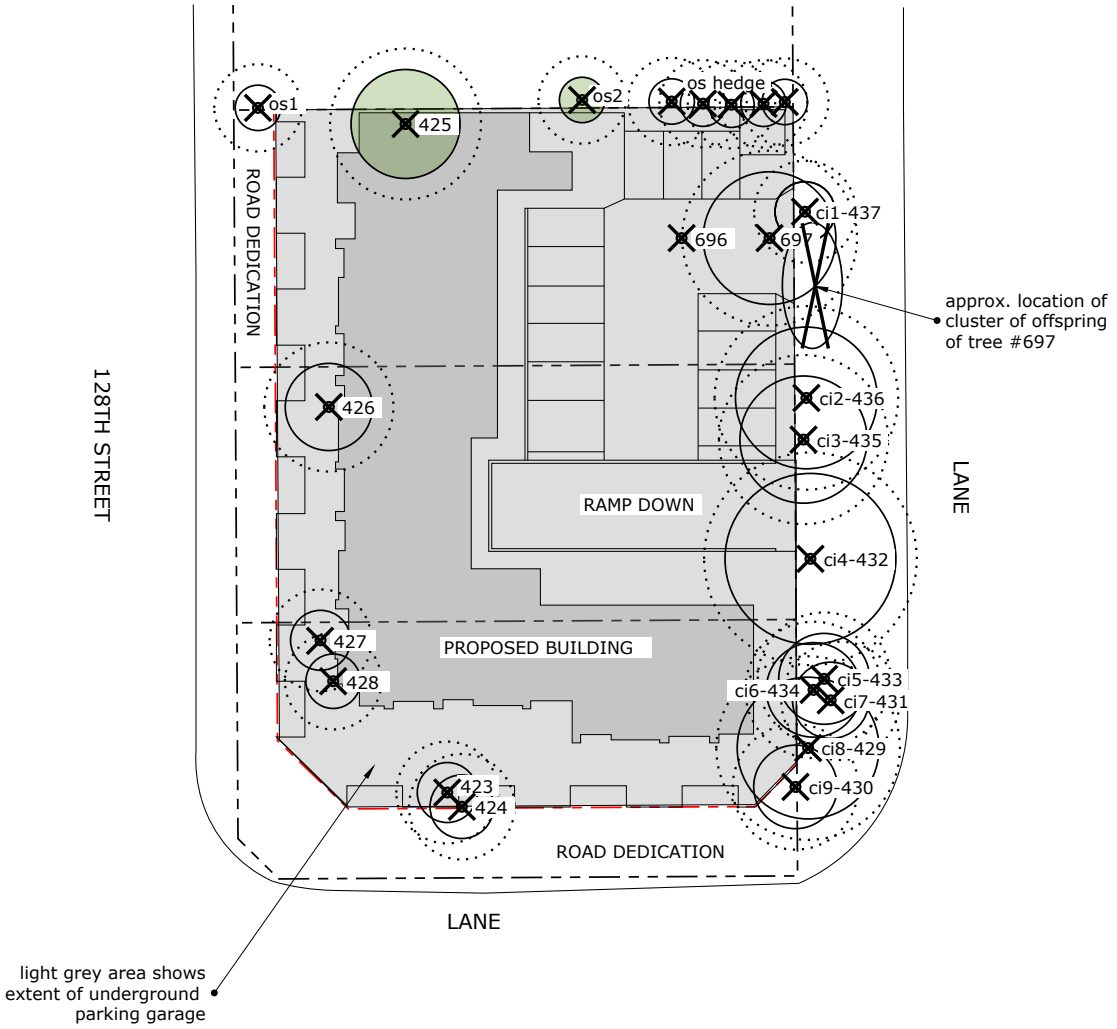
Off-Site Trees	Number of Trees
Protected Trees to be Removed	0
Total Replacement Trees Required: - Alder & Cottonwoods to be removed (1:1) 0 X one (1) = 0 - All other species to be removed (2:1) 0 X two (2) = 0	0
Replacement Trees Proposed	0
Replacement Trees in Deficit	0

Summary, report and plan prepared and submitted by:

Terry Thrale

June 17, 2019

(Signature of Arborist) Date



Summary

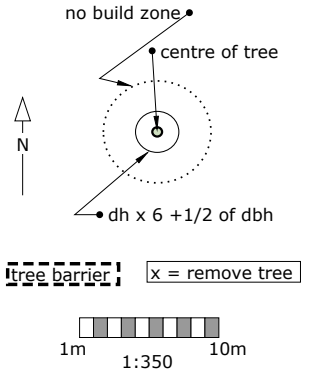
Tag	Species	DBH (cm)	TPZ (m)
ci1-437	Field Elm	33	1.98
ci2-436	Cottonwood	78	4.68
ci3-435	Cottonwood	70	4.20
ci4-432	Cottonwood	94	5.64
ci5-433	Cottonwood	50	3.00
ci6-434	Cottonwood	52	3.12
ci7-431	Cottonwood	42	2.52
ci8-429	Cottonwood	78	4.68
ci9-430	Cottonwood	46	2.76
423	Cottonwood	33	1.98
424	Cottonwood	35	2.10
425	Western Red Cedar	60	3.60
426	Red Alder	48	2.88
427	Cottonwood	33	1.98
428	Cottonwood	30	1.80
696	Western Red Cedar	114	dead
697	Field Elm	73	4.38
os1	Red Alder	<30	1.50
os2	Western Red Cedar	<30	1.50
os hedge	Western Red Cedar	<30	1.50

WOODRIDGE TREE
CONSULTING ARBORISTS LTD

Tree Plan for Development at 7070, 7080, and 7090 128 Street Surrey, BC

Date: July 16, 2018
Updated: January 11, 2019

Legend



CREEKSIDE ARCHITECTS

201, 1444 Alberni Street,
Vancouver, British Columbia
Canada V6G 2Z4
Tel: (604) 733-3125
Fax: (604) 733-3822
www.creeksidearchitects.com

7070 - 128 Street (7918-0311-00) **ADP Comments Response**
Creekside Architects **April 17, 2019**

Point by Point Response to the February 28, 2019 Advisory Design Panel Minutes (Draft)

1. Site

- Consider further programming in the upper amenity space.
  - *Plans now show meeting/social room as well as fitness room. Outdoor amenity can be accessed without going through closed meeting room.*
- Recommend the entrance to the parkade access ramp to be on the North side to prioritize pedestrians over vehicles.
  - *See below*
- Consider altering the location of the sloped parkade access ramp as it currently appears to divide the surface parking from pedestrian flow.
  - *There are topographic constraints on relocating the ramp to the north. Currently the visitor and public parking is at the north with easy access to the residential lobby and rear of retail users. A sidewalk connection is established to give visitors access to 70B Ave. The present location of the ramp separates the visitor parking from 'back of house' uses like garbage and recycling.*
  - The building location, patios and plaza are well located with respect to the sum exposure, existing park and street presence.
    - *Acknowledged.*

2. Form and Character

- Members appreciate that the CRU glazing wraps around the corners.
  - *Acknowledged.*
- The east elevation looks too much like a rear of building compared to the West and South elevations.
  - *The residential portion of the building is treated exactly the same as the front. The difference here is that the rear has surface visitor parking which changes the nature and use of of this elevation.*
- Consider more vertical and horizontal elements.
  - *Have refined detailing to reinforce the horizontal and vertical.*

- Consider acknowledging the residential entrance and amend it for further animation on the side wall material and give a stronger visual expression.
  - *The residential entrance has been amended. The fixed canopy has been replaced with a more residential fabric awning and building name identity.*
- Consider relocating the residential main entry way on side street, closer to the plaza.
  - *We considered but rejected. Placing the residential entry in the middle of a continuous retail frontage interrupts the retail and creates an orphan CRU. The residential entry at present location is stand alone and does not interrupt retail continuity.*
- Consider expressing the retail taller, more often and with higher placed fascia tops.
  - *The retail FTF is already 15' - considerably higher than most similar projects. Window heads are at 12'. We have reduced the fascia tops to appear lighter.*
- Reconsider the low heights of the heavy "eye brows" above retail.
  - *Combination of canopies and fascias are at a minimum height of 12'. Fascias have been reduced slightly so less 'heavy' looking.*
- The building character and architecture expression requires greater strength,
- consider using the materials that are at the bottom, on the top.
  - *The brick vertical elements have now been carried up to the top parapet*
- Consider strengthening the balcony expression by making them deeper.
  - *We prefer to keep the balconies internal to the building face. This is a rental project so ease of maintenance is important. Projecting balconies cause staining on the building face as well as allowing water onto the deck.*
- Consider making the shutters consistently applied throughout project or removing them altogether.
  - *The shutters that formerly only faced 128 St now wrap the corner. We feel that this limited use of them adds texture and character to the building.*
- Members expressed concern with the wood grain metal soffit above the parking which is vertical and inconsistent. Recommend revising the detail for consistency or change of material as it is foreign to the building character.
  - *The wood grain soffit is now only in the horizontal plane. The vertical now matches the other fascias for better consistency.*
- Consider reducing heavy detail on roof line for better proportions.
  - *The roofline has been reduced for a lighter look.*
- Reconsider the location of the garbage enclosure.
  - *There are few options for location of the garbage enclosure. The present location better serves the most likely heavy users. Detail of the design will be improved.*

3. Landscape

- Consider altering paving pattern to reflect building and create more intimate neighbourhood feel.
  - *Yes*
- Consider oriental textured grass in the plaza and diversified planting.
  - *Yes*
- Recommend that trees be placed along the lane side buffering - can use triangular planters in between parking stalls if needed.

    - *Yes*
- Suggest that there be children play equipment in the outdoor amenity patio.
    - *Prefer to keep the outdoor amenity a quite space. Developer is also being required to contribute to park improvement across the street - by way of playground.*
- It is unfortunate that there is so much surface parking; consider changing it to outdoor amenity space instead.
    - *Surface parking is vital to the project as there is no on-street parking nearby.*
- The panel recommends preparing a more coordinated landscape package with legends and details.
    - *Yes*

4. CPTED

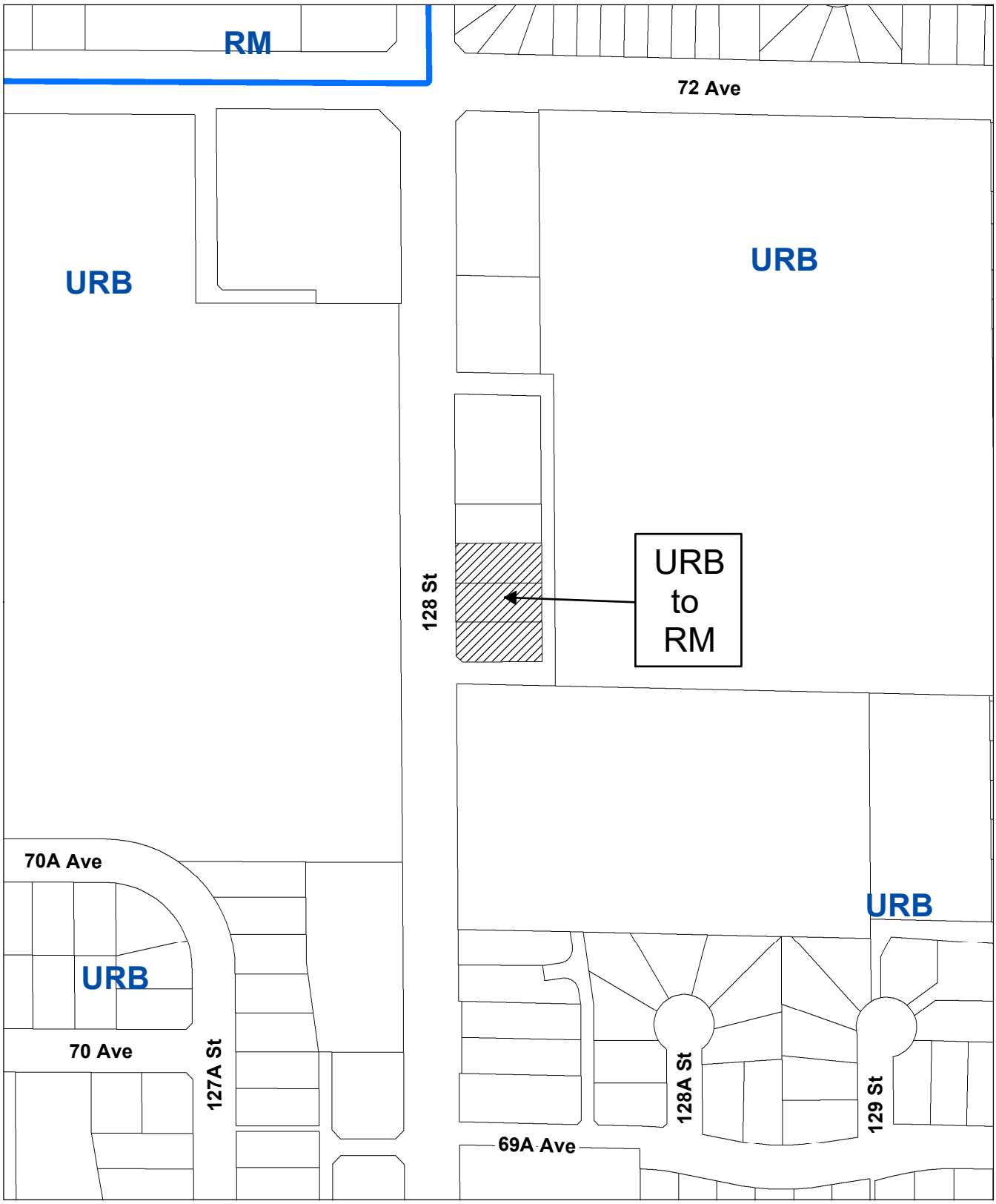
- No specific issues were identified.

5. Sustainability

- Consider reuse of stormwater which is collected to minimize irrigation or domestic water requirement.
- Consider EV parking stalls or rough in for future installation.
    - *Rough-in*

6. Accessibility

- Consider accessible parking to pedestrian pathway.
    - *accessible parking now beside the pathway.*
- Recommend moving disabled parking stall closer to elevator, such as making it Stall #39.
    - *Current location at stall #1 is same distance from rear of car to elevator as stall #39. Remain at stall #1.*
- Recommend that the entrance door be power operated.
    - *Yes*
- Recommend that the amenity restrooms be accessible, with the door on the other side.
    - *Yes*
- Consider the toiler flush handle on the inside.
    - *Yes*
- Consider the elevator and entrance call button panel to be placed horizontally.
    - Yes
- Consider 5% of units be wheel chair accessible.
    - *3 units (10%) are wheel chair accessible*



CITY OF SURREY
the future lives here.

OCP Amendment 7918-0311-00

Proposed amendment from Urban to Multiple Residential

N

CITY OF SURREY

(the "City")

DEVELOPMENT VARIANCE PERMIT

NO.: 7918-0311-00

Issued To:

(the "Owner")

Address of Owner:

1. This development variance permit is issued subject to compliance by the Owner with all statutes, by-laws, orders, regulations or agreements, except as specifically varied by this development variance permit.

2. This development variance permit applies to that real property including land with or without improvements located within the City of Surrey, with the legal description and civic address as follows:

Parcel Identifier: 010-176-799
Lot 1 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2 New Westminster Plan 16116

7070 – 128 Street

Parcel Identifier: 008-055-149
Lot 2 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2 New Westminster Plan 16116

7080 – 128 Street

Parcel Identifier: 002-367-521
Lot 3 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2 New Westminster Plan 16116

7090 – 128 Street

(the "Land")

3. (a) As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once title(s) has/have been issued, as follows:

Parcel Identifier:

_____

(b) If the civic address(es) change(s), the City Clerk is directed to insert the new civic address(es) for the Land, as follows:

_____

4. Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

(a) In Table C.1 of Part 5, Off-Street Parking and Loading/Unloading, the rate at which parking is calculated for a Non-Ground-Oriented Multiple Unit Residential Dwelling with one or no bedrooms is reduced from 1.3 parking spaces per dwelling unit to 1.2 parking spaces per dwelling unit.

5. This development variance permit applies to only the that portion of the buildings and structures on the Land shown on Schedule A which is attached hereto and forms part of this development variance permit. This development variance permit does not apply to additions to, or replacement of, any of the existing buildings shown on attached Schedule A, which is attached hereto and forms part of this development variance permit.

6. The Land shall be developed strictly in accordance with the terms and conditions and provisions of this development variance permit.

7. This development variance permit shall lapse if the Owner does not substantially start any construction with respect to which this development variance permit is issued, within two (2) years after the date this development variance permit is issued.

8. The terms of this development variance permit or any amendment to it, are binding on all persons who acquire an interest in the Land.

9. This development variance permit is not a building permit.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL, THE DAY OF , 20 .
ISSUED THIS DAY OF , 20 .

_____
Mayor – Doug McCallum

_____
City Clerk – Jennifer Ficocelli

ZONING ANALYSIS DATA

CURRENT ZONING: RF
PROPOSED ZONING: CD
(Rental Housing Agreement)

GROSS SITE AREA: 2186.5 sqm (23,536 sf)

NET SITE AREA: 1834 sqm (19,742 sf)

LOT COVERAGE: 58.9%
(1080 sqm bldg. footprint / 1834 sqm)

SETBACKS: (Required)
West = 4m [4m min]
East = 3m [3m min]
South = 3m/5m [3m/5m min]
North = 0m/3m [0m/3m min]

SETBACKS: (Proposed)
West = 4.29m to building face
West = 2.77m to projecion
East = 3.1m to building face
East = 1.58m to projection
South = 4.74m to building face
South = 3.68m to projection
North = 0m to building face ground
North = 3.02m to building face upper

BLDG. HEIGHT: 13.82m (45'-4")
[1 storey commercial + 3 stories residential]

DENSITY: Gross FAR = 1.25
Net FAR = 1.49 [1.5 max]

GROSS FLOOR AREA:
Residential = 2196.60 sqm (23,644 sf)
Commercial = 528.62 sqm (5690 sf)
TOTAL GFA = 2725.22 sqm (29,334 sf)
[2751 sqm (29,613 sf) max]

RESIDENTIAL UNIT MIX: 15 x 1 BED
6 x 2 BED
3 x 3 BED

TOTAL RESIDENTIAL UNITS: 26

OFF-STREET PARKING:
Residential = 37 stalls provided (37 req'd.)
15 x 1.3/unit (one bed) = 20
11 x 1.5/unit (two or more bed) = 17

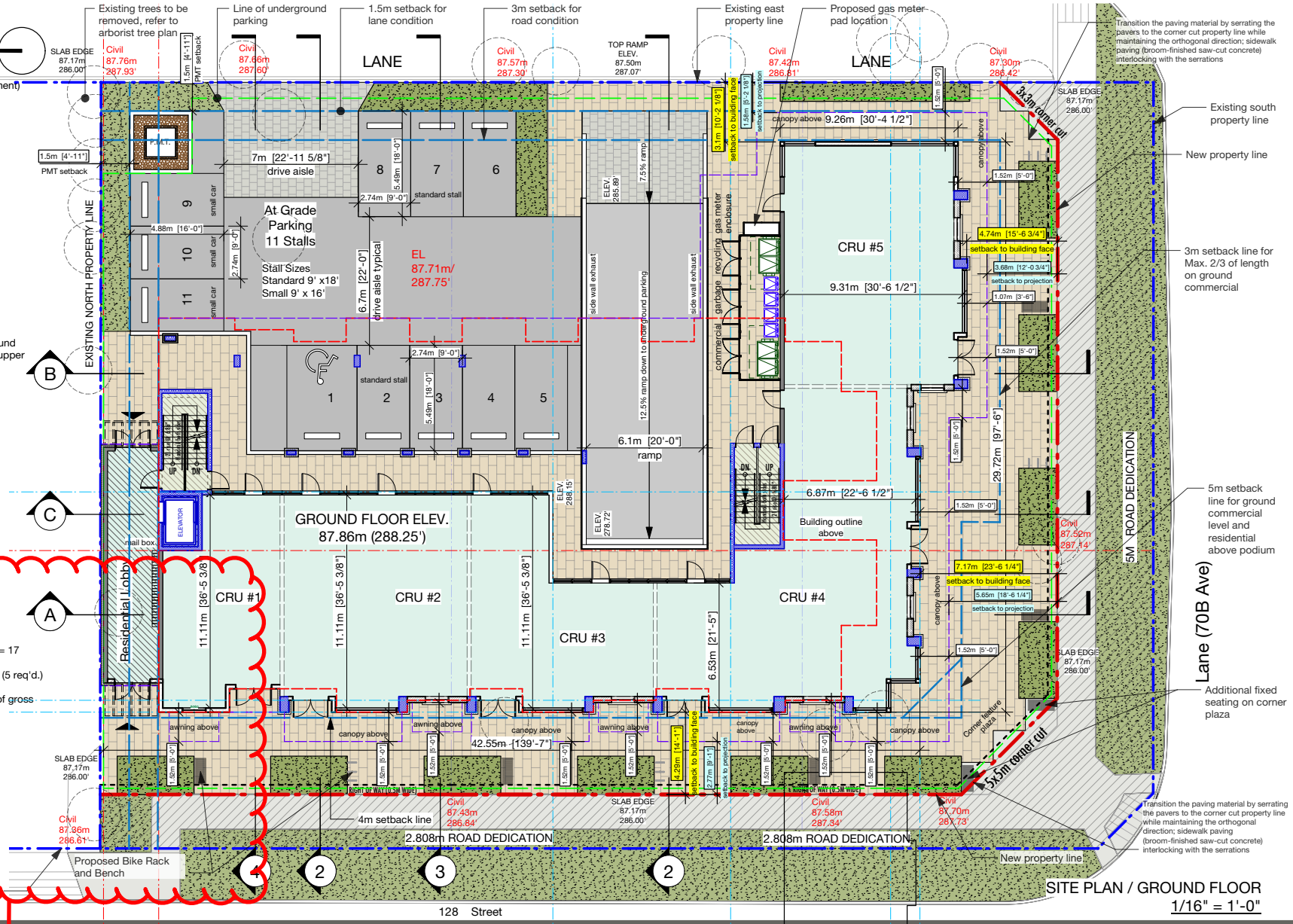
Resid. Visitor = 26 x 0.2/unit = 5 stalls provided (5 req'd.)

Commercial = based on 3 stalls per 100 sqm of gross floor area for retail store use
3 x 528.62/100 = 16 (req'd)
14 stalls provided (16 req'd.)

Total Parking = 56 stalls provided (58 req'd.)

11 surface parking
45 underground parking

BICYCLE PARKING:
Residential = 34 provided (31 req'd.)
Commercial = Not Required



SITE PLAN / GROUND FLOOR
1/16" = 1'-0"

7070-7090 128 Street Surrey BC

Proposed variance to reduce the rate

9 (SURREY FILE NO.7918-0311-00)

ELVEDEN

CREEKSIDE ARCHITECTS

Site / Ground Floor

A1-1

CITY OF SURREY

BYLAW NO. _____

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

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

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

FROM: SINGLE FAMILY RESIDENTIAL ZONE (RF)

TO: COMPREHENSIVE DEVELOPMENT ZONE (CD)

Parcel Identifier: 010-176-799
Lot 1 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2 New Westminster District Plan 16116

7070 – 128 Street

Parcel Identifier: 008-055-149
Lot 2 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2 New Westminster District Plan 16116

7080 – 128 Street

Parcel Identifier: 002-367-521
Lot 3 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2 New Westminster District Plan 16116

7090 – 128 Street

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

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

A. Intent

This Comprehensive Development Zone is intended to accommodate and regulate a mixed-use development consisting of community commercial uses, *multiple unit residential buildings* and related *amenity spaces*, developed in accordance with a *comprehensive design*.

B. Permitted Uses

The *Lands* and *structures* shall be used for the following uses only, or for a combination of such uses:

1. *Multiple unit residential buildings*.

2. The following *accessory uses,* provided that such uses form an integral part of the *multiple unit residential building* on the *Lands:*

   (a) *Retail stores* excluding a*dult entertainment stores,* auction houses, s*econd-hand stores* and *pawnshops;*

   (b) *Personal service uses* excluding *body rub parlours*;

   (c) *General service uses* excluding funeral parlours, *drive-through banks* and *vehicle* rentals;

   (d) *Eating establishments,* excluding *drive-through restaurants,* limited to less than 150 square metres (1,615 sq. ft.) in gross floor area per *eating establishment;*

   (e) Office uses excluding s*ocial escort services, methadone clinics and marijuana dispensaries;*

   (f) Indoor *recreational facilities*; and

   (g) *Community services*.

C. Lot Area

Not applicable to this Zone.

D. Density

1. The *floor area ratio* shall not exceed 1.50.

2. Notwithstanding the definition of *floor area ratio*, for an air space subdivision, the air space parcels and the remainder *lot* of the air space subdivision shall be considered as one *lot* for the purpose of application of Section D of this Zone, and further provided that the *floor area ratio* calculated from the cumulative floor areas of the *buildings* within all of the air space parcels and the remainder *lot* of the air space subdivision shall not exceed the maximum specified in Section D.1 of this Zone.

3. The indoor *amenity space* required in Sub-section J.1(b) of this Zone is excluded from the calculation of *floor area ratio*.

E. Lot Coverage

1. The *lot coverage* shall not exceed 59%.

2. Notwithstanding the definition of *lot coverage*, for an air space subdivision, the air space parcels and the remainder *lot* of the air space subdivision shall be considered as one *lot* for the purpose of application of Section E of this Zone, and further provided that the *lot coverage* within all of the air space parcels and the remainder *lot* of the air space subdivision shall not exceed the maximum specified in Section E.1 of this Zone.

F. Yards and Setbacks

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

Setback / **Use**	*Front Yard (South)*	*Rear Yard (North)*	*Side Yard (East)*	*Side Yard* on *Flanking Street (West)*
Principal and *Accessory Buildings* and *Structures*	4.5 m* (15 ft.)	3.0 m** (10 ft.)	3.0 m*** (10 ft.)	4.0 m**** (13 ft.)

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

*Except that awnings and canopies may have a minimum *front yard setback* of 3.6 m (12 ft.).

**Except that the *principal building* at ground level may have a minimum *rear yard setback* of 0.0 m (0 ft.).

***Except that awnings and canopies may have a minimum *side yard setback* of 1.5 m (5 ft.).

****Except that awnings and canopies may have a minimum *side yard* on *flanking street setback* of 2.7 m (9 ft.).

2. Notwithstanding Section F.1 of this Zone, the minimum *setbacks* of *principal buildings* and *accessory buildings* and *structures* for interior *lot lines* for *lots* created by an air space subdivision may be 0.0 metre [0 ft.].

3. Notwithstanding Sub-section A.3 (d) of Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended *underground parking* may be located up to 0 metres (0 ft.) from any *lot line*.

G. Height of Buildings

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

1. *Principal buildings*: The *building height* shall not exceed 14.0 metres [46 ft.].

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

H. Off-Street Parking

1. Resident and visitor *parking spaces* shall be provided in accordance with Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended.

2. All required resident *parking spaces* shall be provided as *underground parking* or as *parking within building envelope*.

I. Landscaping

1. All developed portions of the *lot* not covered by *buildings*, *structures* or paved areas shall be landscaped including the retention of mature trees. This *landscaping* shall be maintained.

2. The boulevard areas of *highways* abutting a *lot* shall be seeded or sodded with grass on the side of the *highway* abutting the *lot*, except at *driveways*.

3. Garbage containers and *passive recycling containers* shall be screened to a height of at least 2.5 metres [8 ft.] by *buildings*, a *landscaping* screen, a solid decorative fence, or a combination thereof.

J. Special Regulations

1. *Amenity space* shall be provided on the *lot* as follows:

   (a) Outdoor *amenity space*, in the amount of 3.0 square metres [32 sq.ft.] per *dwelling unit* and shall not be located within the required *setbacks*; and

   (b) Indoor *amenity space*, in the amount of 3.0 square metres [32 sq.ft.] per *dwelling unit*.

2. *Balconies* are required for all *dwelling units* which are not *ground-oriented* and shall be a minimum of 5% of the *dwelling unit* size or 4.6 square metres [50 sq. ft.] per *dwelling unit*, whichever is greater.

3. Notwithstanding Sub-section J.2, there may be a maximum of 25 *dwelling units* that contain *balconies* that are less than 4.6 square metres [50 sq. ft.].

K. Subdivision

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

***Lot* Size**	***Lot* Width**	***Lot* Depth**
2,000 sq.m. [0.5 acre]	30 metres [100 ft.]	30 metres [100 ft.]

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

2. Air space parcels and the remainder *lot* created through an air space subdivision in this Zone are not subject to Section K.1.

L. Other Regulations

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

1. Definitions are as set out in Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.

2. Prior to any use, the *Lands* must be serviced as set out in Part 2 Uses Limited, of Surrey Zoning By-law, 1993, No. 12000, as amended and in accordance with the servicing requirements for the RM-70 Zone as set forth in the Surrey Subdivision and Development By-law, 1986, No. 8830, as amended.

3. General provisions are as set out in Part 4 General Provisions of Surrey Zoning By-law, 1993, No. 12000, as amended.

4. Additional off-street parking requirements are as set out in Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended.

5. Sign regulations are as set out in Surrey Sign By-law, 1999, No. 13656, as amended.

6. Special *building setbacks* are as set out in Part 7 Special Building Setbacks, of Surrey Zoning By-law, 1993, No. 12000, as amended.

7. *Building* permits shall be subject to the Surrey Building Bylaw, 2012, No. 17850, as amended.

8. *Building* permits shall be subject to Surrey Development Cost Charge Bylaw, 2016, No. 18664, as may be amended or replaced from time to time, and the development cost charges shall be based on the RM-70 Zone for the residential portion and the C-5 Zone for the commercial portion.

9. Tree regulations are set out in Surrey Tree Protection Bylaw, 2006, No. 16100, as amended.

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

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

PASSED FIRST READING on the th day of , 20 .

PASSED SECOND READING on the th day of , 20 .

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

PASSED THIRD READING on the th day of , 20 .

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

_____ MAYOR

_____ CLERK

CITY OF SURREY

BYLAW NO. _____

A bylaw to authorize the City of Surrey to enter into a Housing Agreement

. . . . . .

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

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

NOW, THEREFORE, the Council of the City of Surrey, enacts as follows:

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

LOHA PROPERTIES LTD.
7247 – 122A Street
Surrey, BC V3W 3T2

and with respect to that certain parcel of lands and premises, in the City of Surrey and more particularly known and described as:

Parcel Identifier: 010-176-799

Lot 1 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

Parcel Identifier: 008-055-149

Lot 2 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

Parcel Identifier: 002-367-521

Lot 3 Except: Part Dedicated Road on Plan BCP5370, Section 17 Township 2
New Westminster District Plan 16116

7070, 7080 and 7090 – 128 Street

(the "Land")

2. (a) As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once title(s) has/have been issued, as follows:

Parcel Identifier:

_____

(b) If the civic address(es) change(s), the City Clerk is directed to insert the new civic address(es) for the Land, as follows:

_____

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

4. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.

5. This By-law shall be cited for all purposes as "The Loha Properties Ltd. Housing Agreement, Authorization Bylaw, 2019, No. _____."

PASSED FIRST READING on the ____ day of _____, 201_.
PASSED SECOND READING on the ____ day of _____, 201_.
PASSED THIRD READING on the ____ day of _____, 201_.

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

_____ MAYOR

_____ CLERK

TERMS OF INSTRUMENT – PART II

SECTION 219 COVENANT AND HOUSING AGREEMENT
(Occupancy)

BETWEEN:

CITY OF SURREY, a Municipal Corporation having its municipal offices at 13450 104 Avenue, Surrey, British Columbia V3T 1V8

(the "**City**")

OF THE FIRST PART

AND: **LOHA PROPERTIES LTD.** (INC. NO. BC1173620)
7247 122A Street Surrey, BC V3W 3T2

(the "**Covenantor**")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the current registered owner of those certain lands and premises (the "**Lands**") located in the City of Surrey, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached;

B. Section 219 of the *Land Title Act* (RSBC 1996, c. 250) provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land, in favour of a municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor;

C. Section 483 of the *Local Government Act* (RSBC 2015, c. 1) authorizes the City by bylaw to enter into a housing agreement;

D. The Covenantor desires to construct a building on a portion of the Lands containing 26 rental Dwelling Units and 5 non-rental Commercial Units (the "Rental Building"); and

E. The Covenantor and the City wish to enter into this Agreement to restrict the use and occupancy of the Rental Building, on the terms and conditions set out herein, to have effect both as a covenant under section 219 of the *Land Title Act* and as a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar ($1.00) now paid by the City to the Covenantor (the

receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. **DEFINED TERMS**

1.1 In and for the purpose of this Agreement, the following words have the following meanings:

(a) "**Agreement**" means this document and any amendments to or modifications of the same;

(b) "**Commercial Units**" means the 5 non-residential units to be constructed within the Rental Building;

(c) "**Dwelling Unit**" means the 26 private dwelling units to be constructed within the Rental Building; and

(d) "**Term**" means 20 years, commencing on the first day of the month after the final inspection for the Rental Building is issued by the City.

2. **COMMECIAL UNITS**

2.1 The Commercial Units are expressly excluded from the application of this Agreement.

3. **RESTRICTIONS ON OCCUPANCY OF DWELLING UNITS**

3.1 The Covenantor shall be solely responsible for leasing the Dwelling Units from time-to-time on such terms as the Covenantor determines, provided such terms are in accordance with this Agreement.

3.2 The Covenantor covenants and agrees to operate the Dwelling Units as residential rental units and agrees that the Dwelling Units shall be rental units available for rent during the Term of this Agreement.

3.3 The Rental Building shall not be stratified to create individual titles for the Dwelling Units during the Term. However, the Rental Building may be stratified to the extent necessary to separate the title to the Dwelling Units in the aggregate from the titles to some or all of the Commercial Units.

3.4 This Agreement shall automatically terminate at the end of the Term on the day that is 20 years after the date of this Agreement and the City shall remove notice of this Agreement from title to the Lands at such time.

3.5 The City may from time to time require that the Covenantor provide written proof of compliance with section 3 of this Agreement and the Covenantor agrees to provide the City with such proof in a form reasonably satisfactory to the City.

4. **ENFORCEMENT**

4.1 If the Covenantor fails to enforce compliance with the terms and conditions of section 3 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.

4.2 For the purpose of this Agreement, the Covenantor, without the need for further authorization, writing or documents, hereby irrevocably appoints the City as its agent with respect to the enforcement of this Agreement and with respect to exercising all remedies set out in this Agreement and all other remedies available at law to the Covenantor that relate to this Agreement.

5. **LIABILITY**

5.1 The Covenantor will indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Covenantor to comply with the terms and conditions of this Agreement.

5.2 Provided that the City is in compliance with the terms and conditions of this Agreement, the Covenantor 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 Covenantor now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

6. NOTICE

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

as to the City:

City of Surrey
13450 104 Avenue, Surrey,
British Columbia V3T 1V8
Attention: General Manager, Planning & Development Dept.

as to the Covenantor:

Loha Properties Ltd.
7247 122A Street
Surrey, BC V3W 3T2

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

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

7 MISCELLANEOUS

7.1 The Covenantor acknowledges and agrees that:

(a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;

(b) the City is required to file a notice of housing agreement in the Land Title Office against title to the Lands; and

(c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement.

7.2 The burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands.

7.3 Notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the Lands.

7.4 The fee simple estate in and to the Lands will not pass or vest in the City under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement.

7.5 The covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* and as such will be binding on the Covenantor.

8. GENERAL

8.1 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 of intent of this Agreement or in any way affect this Agreement.

8.2 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include firms and corporations and vice versa.

8.3 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.

8.4 The words "hereof", "herein" 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.

8.5 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 uses or subdivision of the Lands; or

(b) relieves the Covenantor from complying with any enactment, including the City's by-laws.

8.6 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.

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

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

8.9 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.

8.10 Upon request by the City, the Covenantor will promptly do such acts and execute such documents as the City may reasonably require, in the opinion of the City, to give effect to this Agreement.

8.11 This Agreement is the entire agreement between and among the parties concerning the subject matter hereof and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

8.12 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.

8.13 This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.

END OF DOCUMENT