

# City of Surrey PLANNING & DEVELOPMENT REPORT Application No.: 7919-0118-00

Planning Report Date: May 4, 2020

#### **PROPOSAL:**

- Development Permit
- Development Variance Permit
- Housing Agreement

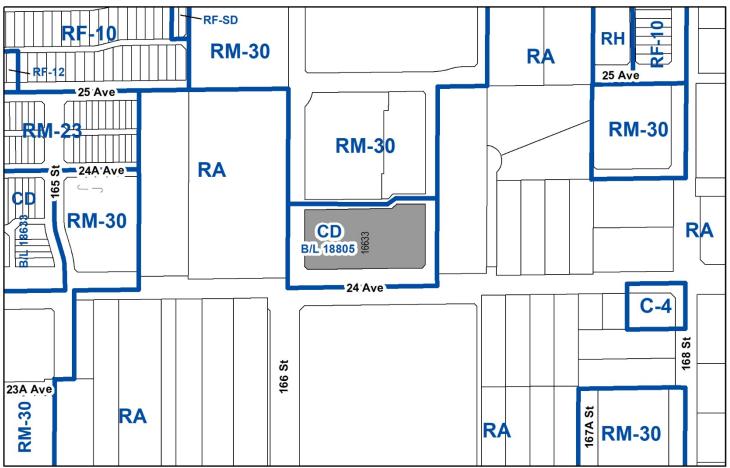
to permit the development of a 4-storey rental apartment building containing 156 units.

LOCATION: 16633 - 24 Avenue

ZONING: CD (By-law No. 18805)

OCP DESIGNATION: Multiple Residential

NCP DESIGNATION: Multi-Family (65 upa)



#### **RECOMMENDATION SUMMARY**

- Approval to draft Development Permit for Form and Character and Sensitive Ecosystems.
- Approval for Development Variance Permit to proceed to Public Notification.
- By-law Introduction for First, Second and Third Reading for a Housing Agreement.

#### DEVIATION FROM PLANS, POLICIES OR REGULATIONS

• The applicant is proposing a variance to reduce the parking requirement for the proposed rental building.

#### RATIONALE OF RECOMMENDATION

- The proposal complies with the Multiple Residential designation in the Official Community Plan (OCP).
- The proposal complies with the Multi-Family (65 upa) designation in the Orchard Grove Neighbourhood Concept Plan (NCP).
- The proposal complies with the Development Permit requirements in the OCP for Form and Character and with the Development Permit requirements in the OCP for Sensitive Ecosystems (Green Infrastructure Network).
- The proposed building achieves an attractive architectural built form, which utilizes high quality materials and contemporary lines. The street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.
- The proposed 156 rental units, which include 42 below market rental units, will be a benefit to the community and will help achieve the policies or objectives identified in the OCP, Sustainability Charter and the Affordable Housing Strategy.
- The proposed parking variance is in consideration of the opportunity to achieve rental housing and is consistent with the recommendations of the Affordable Housing Strategy.

#### RECOMMENDATION

The Planning & Development Department recommends that:

- 1. A Bylaw be introduced to enter into a Housing Agreement and be given First, Second and Third Readings, to allow the property owner and the City of Surrey to enter into a Housing Agreement to secure the rental apartment units (Appendix VII) for a period of 20 years.
- 2. Council authorize staff to draft Development Permit No. 7919-0118-00 for Form and Character and Sensitive Ecosystems (Green Infrastructure Network) generally in accordance with the attached drawings (Appendix I) and the Ecosystem Development Plan prepared by Envirowest Consultants Inc.
- 3. Council approve Development Variance Permit No. 7919-0118-00 (Appendix V) varying the following, to proceed to Public Notification:
  - (a) to reduce the required minimum number of on-site parking spaces from 253 to 190.
- 4. Council instruct staff to resolve the following issues prior to approval:
  - (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 finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
  - (c) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
  - (d) registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures;
  - (e) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
  - (f) amendment to the existing Section 219 Public Art Restrictive Covenant to ensure that, if the rental use is discontinued in the future, the City's needs with respect to Public Art will be adequately met, to the satisfaction of the General Manager Parks, Recreation and Culture;
  - (g) registration of a Section 219 Restrictive Covenant to ensure that, if the rental use is discontinued in the future, the City's needs with respect to Community Amenity Contributions (CAC) will be adequately met, to the satisfaction of the General Manager Planning & Development Department;
  - (h) registration of a Section 219 Restrictive Covenant to ensure that, if the rental use is discontinued in the future, the City's needs with respect to the City's Affordable Housing Strategy will be adequately met, to the satisfaction of the General Manager, Planning & Development Department; and

(i) registration of a Section 219 Restrictive Covenant to register the Housing Agreement on the property.

#### SITE CONTEXT & BACKGROUND

Direction	Existing Use	NCP Designation	<b>Existing Zone</b>
Subject Site	Vacant lot.	Multi-Family (65 upa)	CD (By-law No. 18805)
North (Across a 10-metre wide walkway):	Townhouse complex.	Townhouse (15-30 upa)	RM-30
East (Across 12-metre wide lane):	City-owned park.	Park	RA
South (Across 24 Avenue):	South Operations Centre and Metro Vancouver water reservoir.	Civic Utility	RA
West (Across 17-metre wide GIN corridor and 166 Street ):	Vacant lot. Application No. 17-0304 for a 4-storey apartment and townhouses was approved in 2019.	Multi-Family (65 upa)	RM-30 and CD (By-law No. 19662)

# Context & Background

- The 7,630 square metre (1.9-acre) subject site is located at 16633 24 Avenue in the Orchard Grove Neighbourhood Concept Plan (NCP) area. The site slopes downwards from the south (24 Avenue) to the north.
- The subject parcel was created under Development Application No. 7914-0354-00, which was completed in November 2017. Application No. 7914-0354-00 created the townhouse parcel to the north, which is close to being fully constructed, and the subject apartment site, for which a General Development Permit was granted.
- Under Application No. 7914-0354-00 a Green Infrastructure Network (GIN) corridor and a walkway on the west and north sides of the site, respectively, were conveyed to the City. The subject site was also rezoned to Comprehensive Development Zone (By-law No. 18805) and the Orchard Grove NCP was amended to Multi-Family (65 upa) as part of the application.

#### **DEVELOPMENT PROPOSAL**

# **Planning Considerations**

- The applicant is proposing a Form and Character and Sensitive Ecosystem Development Permit in order to construct a 4-storey purpose-built rental building, containing 156 rental units, of which 42 units are proposed to be below market rental units. The Sensitive Ecosystem Development Permit is proposed to ensure an appropriate landscaping interface with the GIN corridor to the west of the site.
- The applicant is proposing a Housing Agreement to ensure the rental tenure of the building is maintained for a minimum of 20 years.
- A Development Variance Permit (DVP) is proposed to reduce the parking requirements from 253 spaces to 190 spaces. This variance is discussed in detail later in this report.
- It should be noted that the proposed application is being described as 4-storey form given this is how it would be viewed from 24 Avenue, which is significant road. The proposed design does have a fifth floor as viewed from the north (rear of the building). This approach is consistent with from that was approved under General Development Permit No.7914-0354-00.

	Proposed
Lot Area	
Net Site Area:	7,630 square metres
Number of Lots:	1
Building Height:	16.3 metres
Unit Density:	Net density = 203 uph (83 upa); Gross density = 154 uph (62
	upa)*
Floor Area Ratio (FAR):	Net FAR = 1.77; Gross FAR = 1.34*
Floor Area	
Residential:	13,484 square metres
Commercial:	0
Total:	13,484 square metres
Residential Units:	
Studio:	0
1-Bedroom:	61
2-Bedroom:	70
3-Bedroom:	25
Total:	156

<sup>\*</sup>For unit density and FAR, the numbers are based on the approach taken in Application No. 7914-0354-00, which gave credit for conveyance of the GIN and walkway corridors that were dedicated instead of being secured via a Statutory Right-of-Way.

#### Referrals

Engineering: The Engineering Department has no objection to the project

subject to the completion of Engineering servicing requirements as

outlined in Appendix II.

School District: The School District has provided the following projections for

the number of students from this development:

8 Elementary students at Pacific Heights School 8 Secondary students at Earl Marriott School

(Appendix III)

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Fall 2023.

Parks, Recreation & Culture:

No concerns.

Surrey Fire Department: No concerns. The multi-use pathway along 24 Avenue is required

to be upgraded to support fire truck access. This will be achieved through a Servicing Agreement at the Building Permit stage.

Advisory Design Panel: The proposal was considered at the ADP meeting on January 30,

2020 and was conditionally supported. The applicant has resolved most of the outstanding items from the ADP review as outlined in the Development Permit section of this report. Any additional revisions will be completed prior to Council's consideration of Final Adoption of the rezoning bylaw, to the satisfaction of the Planning

and Development Department.

# **Transportation Considerations**

• The proposed vehicular access for the building is from the "green lane" along the east side of the site.

- Under Development Application No. 7914-0354-00 the applicant provided a 6-metre Statutory Right-of-Way (SRW) for a multi-use pathway on the north side of 24 Avenue. Under the subject application the applicant will be required to upgrade the multi-use pathway to provide Fire access for the central and western portions of the proposed building.
- 24 Avenue is a transit route, and the subject site is located approximately 200 metres from a transit stop.

#### Parkland and/or Natural Area Considerations

• Under Application No. 7914-0354-00 a Green Infrastructure Network (GIN) corridor and a walkway on the west and north sides of the site, respectively, were conveyed to the City. The Sensitive Ecosystem Development Permit is to ensure an appropriate landscaping interface with the GIN corridor to the west of the site.

# **Sustainability Considerations**

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

#### POLICY & BYLAW CONSIDERATIONS

#### **Regional Growth Strategy**

• The proposal complies with the General Urban designation in the RGS.

# Official Community Plan

#### Land Use Designation

• The proposal complies with the Multiple Residential designation in the OCP.

# Themes/Policies

- The proposal accommodates growth along a transit corridor (OCP Policy A1.3).
- The proposal provides a range of unit types (including 25 three-bedroom units) (OCP Policy B1.36 and F3.22).
- The proposal provides 15 accessible units, 2 adaptable units and 2 universal units. (OCP Policy F<sub>3.21</sub>).
- The proposed rental tenure of the building provides housing diversity in the Orchard Grove Neighbourhood Concept Plan (NCP) area (OCP Policy F<sub>3.7</sub>, F<sub>3.9</sub> and F<sub>3.14</sub>).
- The proposal provides 42 below market rental units for a period of 11 years, with these units being rented at market rental rates for the subsequent 9 years of the 20-year term. (OCP Policy F<sub>3.9</sub>).
- The parking for the proposed development is all proposed to be underground (OCP Policy B2.14).

#### **Secondary Plans**

# **Land Use Designation**

• The proposal complies with the Multi-Family (65 upa) designation in the Orchard Grove Neighbourhood Concept Plan.

# Themes/Objectives

- The proposal complies with the NCP's provision for locating the highest densities in the Orchard Grove NCP area along 24 Avenue with heights up to 6 storeys. The proposed building is 4 storeys along 24 Avenue.
- The proposal locates the outdoor and indoor amenity areas centrally on the site, and in close proximity to each other. Parking is provided underground and is accessed from a lane. Garbage and recycling facilities are located underground. Noise mitigation measures along the 24 Avenue façade will be incorporated into the building.

# CD Bylaw No. 18805

- The subject site was rezoned from "One-Acre Residential Zone" (RA) to "Comprehensive Development Zone" (CD) based on the "Multiple Residential 70 Zone" (RM-70) under Development Application No. 7914-0354-00. CD Zone (By-law No. 18805) was granted Final Adoption on November 6, 2017.
- The table below provides an analysis of the development proposal in relation to the requirements of CD Zone (By-law No. 18805).

CD By-law No. 18805	Permitted and/or Required	Proposed
Floor Area Ratio:	1.88	1.77
Lot Coverage:	60%	60%
Yards and Setbacks		
North:	4.5 m	4.5 m
East (Green lane):	4.6 m	5.4 m
South (24 Avenue):	10.5 m	10.5 m
West:	4.6 m	4.8 m
Height of Buildings		
Principal buildings:	17 m	16.3 m
Amenity Space		·
Indoor Amenity:	468 sq.m.	481 sq.m.
Outdoor Amenity:	468 sq.m.	861 sq.m.
Parking (Part 5)	Required	Proposed
Number of Stalls		
Residential:	222	159
Residential Visitor:	31	31

CD By-law No. 18805	Permitted and/or Required	Proposed
Total:	253	190 (DVP required)
Bicycle Spaces		
Residential Secure Parking:	187	187
Residential Visitor:	6	6

# **Parking Variance**

- The applicant is proposing a Development Variance Permit to reduce the minimum number of required on-site parking spaces from 253 spaces to 190 spaces. This represents a 25% reduction in the number of required resident parking spaces. The number of visitor spaces is proposed to meet the Zoning By-law requirement of 31 spaces.
- The reduced parking rate is associated with the proposed rental tenure. Rental tenure buildings typically display lower rates of car ownership, according to the 2012 Metro Vancouver Apartment Parking Study, which demonstrated that rental apartment buildings did not require the same rate of parking as owner-occupied apartment buildings.
- Supporting parking relaxations for purpose-built rental developments is one of the specific actions recommended in the City's Affordable Housing Strategy.
- Staff support the requested variance to proceed for consideration.

# **Housing Agreement**

- Section 483 of the Local Government Act authorizes local governments to enter into Housing Agreements for terms and conditions agreed to by the owner and the local government regarding the occupancy of dwelling units.
- The attached Housing Agreement (Appendix VII) will be adopted by By-law and registered on title. The agreement will restrict the 156 proposed units in the apartment building to a rental tenure for a minimum period of 20 years from the date when an Occupancy Permit is issued for the building.
- The applicant is proposing that 42 of the 156 units be below market rental units for an 11-year term. The rental rate for these units is stipulated to be equal to or less 10% than of the market rental rate. Once the 11-year term is over, these 42 units will be market rental units for the balance of the 20-year term. The applicant has an agreement with Canada Mortgage and Housing Corporation (CMHC) for funding and providing some below market rental units is one of the conditions of the funding.
- The City may from time to time require that the owner of the building provide written proof of compliance with the Housing Agreement.
- The Housing Agreement By-law will be brought forward for Final Adoption concurrently with Final Approval, once all of the outstanding conditions associated with the Development Permit are fulfilled.

# **Capital Project CACs**

- On November 18, 2019, Council endorsed Corporate Report No. R224; 2019, Community Amenity Contribution and Density Bonus Program Update. The intent of that report was to introduce a new City-wide Community Amenity Contribution ("CAC") and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan.
- The CAC Policy exempts purpose-built rental units while the rental tenure secured through a Housing Agreement is in place. Should the application be supported by Council, the applicant would be required to register a Restrictive Covenant as condition of Development Permit issuance requiring future payment should the tenure change in the future.

# **Affordable Housing Strategy**

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. Ro66; 2018) requiring that all new rezoning applications for residential development contribute \$1,000 per unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects.
- The Affordable Housing Strategy exempts purpose-built rental units while the rental tenure secured through a Housing Agreement is in place. Should the application be supported by Council, the applicant would be required to register a Restrictive Covenant as condition of Development Permit issuance requiring future payment should the tenure change in the future.

#### **Public Art Policy**

- The Public Art Policy requires a cash-in-lieu contribution, at a rate of 0.5% of construction value, to adequately address the City's needs with respect to public art.
- The Public Art Policy exempts purpose-built rental units while the rental tenure is secured through a Housing Agreement. Should the application be supported by Council, the applicant would be required to register a Restrictive Covenant as condition of Development Permit issuance requiring future payment should the tenure change in the future.

#### **PUBLIC ENGAGEMENT**

- The two Development Proposal Signs were installed on February 13, 2020. In response staff have received 3 responses from area residents (*staff comments in italics*).
- Two (2) respondents had general questions and did not indicate any concerns.

• One (1) respondent was not in favour of the proposed increase in units from the General Development Permit approved under Development Application No. 7914-0354-00 which showed approximately 109 apartment units to the 156 units currently proposed. The respondent also indicated concerns about the proposed parking variance and the possible impact on the availability of on-street parking in the vicinity.

(The proposed number of apartment units complies with the site's Neighbourhood Concept Plan (NCP) designation of Multi-Family (65 upa) and the apartment building has a lower floor area ratio (FAR) at 1.77 than the 1.88 approved as part of the General Development Permit application. The proposed increase in apartment units reflects the demand for smaller and more affordable units in the marketplace since the previous Development Application went to Council in 2016.)

#### **DEVELOPMENT PERMITS**

# Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character. The proposed development generally complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the Orchard Grove Neighbourhood Concept Plan (NCP).
- The proposed apartment building density and massing are appropriate given the site's location along 24 Avenue, which is a transit route, and is also the dominant east-west corridor in South Surrey. Locating density along transit routes encourages transit use and transit investment.
- The applicant is proposing a 4-storey apartment building as seen from 24 Avenue (the rear of the building facing north is 5 storeys), with approximately 156 units and 2 levels of underground parking. All of the required parking spaces are located within the underground parkade. The massing corresponds with the building form approved under General Development Permit No. 7914-0354-00.
- Of the 156 apartment units proposed, 61 units are proposed as 1-bedroom units, 70 units as 2-bedroom units, and 25 units as 3-bedroom units.
- The applicant is proposing to provide 15 accessible units, 2 adaptable units and 2 universal units. Accessible units ensure that all the clearances in units, all mirrors, toilets, counter heights, undercounter and sink clearances, outlet heights, grab bars meet Section 3.8 of the BC Building Code. Adaptable units contain some of the accessible unit features and are designed in such a way that they can be easily modified in the future to be accessible for occupants with disability or mobility constraints. A universal unit is a combination of accessible and adaptable feature, where counters are adjustable to raise up and down for all user groups.

- The applicant is proposing to take advantage of the grades on the site by providing 2 levels of structured parking, which will be fully underground along 24 Avenue (south) and which will be wrapped by ground-floor units oriented to the "green lane" (east) and Habitat Corridors (north and west). The orientation of the ground floor units on all four elevations to the public realm promotes interaction with the public realm and provides casual surveillance. The majority of the ground floor units are street-oriented with individual walkway connections to a sidewalk or multi-use pathway.
- The primary residential entrance is located at the centre of the building, facing 24 Avenue. Two smaller secondary lobby areas are provided in the west and east portions of the building, to provide more access points and to provide sufficient Fire access.
- The architectural design concept for the project utilizes a contemporary design vocabulary. The elevations provide articulation and flat roofs are proposed, enhancing the contemporary look.
- High quality materials and careful detailing are used to achieve a high quality building treatment, with brick as the feature element. The proposed exterior materials include hardie panels (white), hardie siding (white and grey), and brick (red). Powder coated aluminum railings are proposed for the balconies.
- An acoustical report and noise mitigation measures for the units fronting 24 Avenue will be required as part of the finalization of this application and the findings and recommendations of this report will be incorporated into the final Development Permit drawings.

#### Indoor Amenity

- The Zoning By-law requires that 468 square metres of both indoor and outdoor amenity space be provided for the residential units in both proposed buildings, based on the requirement of 3 square metres per dwelling unit.
- The proposed 481 square metres of indoor amenity space is more than the minimum required under the Zoning By-law. The primary indoor amenity space is to be located centrally on the main floor north of the central 24 Avenue entrance. A secondary smaller sunroom amenity area is proposed on the fourth floor, adjacent to an outdoor amenity space on the south elevation.
- The main floor amenity space includes washrooms, a kitchen area, two lounge areas, an office, an exercise room and a guest suite. The large lounge/kitchen area opens directly onto the outdoor amenity space. The indoor amenity space is functional as it can be programmed in a variety of ways to meet the needs of the residents.

# Outdoor Amenity

• The applicant is proposing a total of 1,036 square metres of outdoor amenity space, which is substantially more than the area required in the Zoning By-Law. The primary outdoor amenity area (861 square metres) is located above the parkade podium, on the north side of the building, adjacent to the indoor amenity space. The outdoor amenity area contains two children's play areas with play equipment and two barbeque areas with outdoor seating.

• Two secondary outdoor amenity areas are proposed in addition to the main floor outdoor amenity area. A 35 square metre outdoor deck on the fourth floor, adjacent to the indoor amenity sunroom, and also an outdoor covered 139 square metre area on the roof are proposed. These areas are more passive areas, mainly for seating and enjoying the views available from these places, as the subject site is located at almost the highest elevation on the Grandview Heights ridge.

# Landscaping

- The landscaping includes a mix of trees, shrubs, and ground cover. The landscaping concept will provide a safe pedestrian environment, attractive landscaping features, and a combination of plantings that will provide visual interest throughout the year. Bench seating and bike racks enhance the outdoor environment on the site.
- The applicant is proposing public plaza space at the southeast and southwest corners of the site. These small plaza areas contain benches to provide pedestrian seating along the multiuse pathway that is on the north side of 24 Avenue. The access to the underground parking area is marked with specialty paving.

# **Outstanding Items**

- A number of design issues remain outstanding pertaining to comments provided by the
  Advisory Design Panel, comments provided by the City's urban design staff and for site
  landscaping issues. Given the significance of the public benefit of providing rental units,
  including below market units, staff have brought forward the subject application in advance of
  their resolution and will be seeking to have these remaining items resolved as a condition of
  approval, should Council support the proposal.
- The following provides a general summary of the remaining issues that are required to be considered prior to Final Approval:
  - o Improve the interface between Units 133 to 135 and the existing 24 Avenue multi-use pathway;
  - o Add additional detail to the brick finished area on west elevation at the south corner;
  - Clarify the material, colour and finish of the roof patio trellis:
  - Provide additional shrubs to screen retaining walls better, and add tree buffering along the north side of the drive aisle; and
  - Provide a bicycle racks at both the east and west lobby entrance.
- The applicant has agreed to compete these issues prior to Final Approval of the Development Permit.

# Sensitive Ecosystems (Green Infrastructure Areas) Development Permit Requirement

• The subject property falls within the Sensitive Ecosystems Development Permit Area for Green Infrastructure Areas in the OCP, given the location of a Biodiversity Conservation Strategy (BCS) Green Infrastructure Network (GIN) Corridor located west of the site. The Sensitive Ecosystems (Green Infrastructure Areas) Development Permit is required to protect environmentally sensitive and/or unique natural areas from the impacts of development.

- Under Development Application No. 7914-0354-00 the GIN Corridor to the west and BCS Corridor to the north were conveyed to the City by the applicant. The applicant also provided a financial contribution for the planting of these Corridors through the application.
- An Ecosystem Development Plan, prepared by Rolf Sickmuller, *R.P. Bio.*, of Envirowest Consultants Inc. and dated November 13, 2019 was reviewed by staff and found to be generally acceptable. The report and recommendations will be incorporated into the Development Permit. The applicant is proposing only native, regionally present vegetation along the GIN Corridor.

#### **TREES**

 Cody Laschowski, ISA Certified Arborist of Diamond Head Consulting 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:

Tuble 1. Builling of Tree Treservae		ee speeres.		
Tree Species	Ex	isting	Remove	Retain
	Conife	rous Trees		
Douglas-fir		8	2	6
Total		8	2	6
Total Replacement Trees Proposed (excluding Boulevard Street Trees)	l		25	
Total Retained and Replacement T	rees		31	

- The Arborist Assessment states that there is a total of 8 mature trees on the site. It was determined that 6 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, 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 4 replacement trees on the site. The applicant is proposing 25 replacement trees, exceeding City requirements.
- The new trees on the site will consist of a variety of trees including various maples, dogwoods, and redbuds.
- In summary, a total of 31 trees are proposed to be retained or replaced on the site.

# INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I. Proposed Site Plan, Building Elevations, Landscape Plans and Perspective

Appendix II. Engineering Summary
Appendix III. School District Comments

Appendix IV. Summary of Tree Survey and Tree Preservation Appendix V. Development Variance Permit No. 7919-0118-00

Appendix VI. ADP Comments and Response

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

approved by Shawn Low

Jean Lamontagne General Manager Planning and Development

KB/cm

# Appendix I



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CM-Cdva

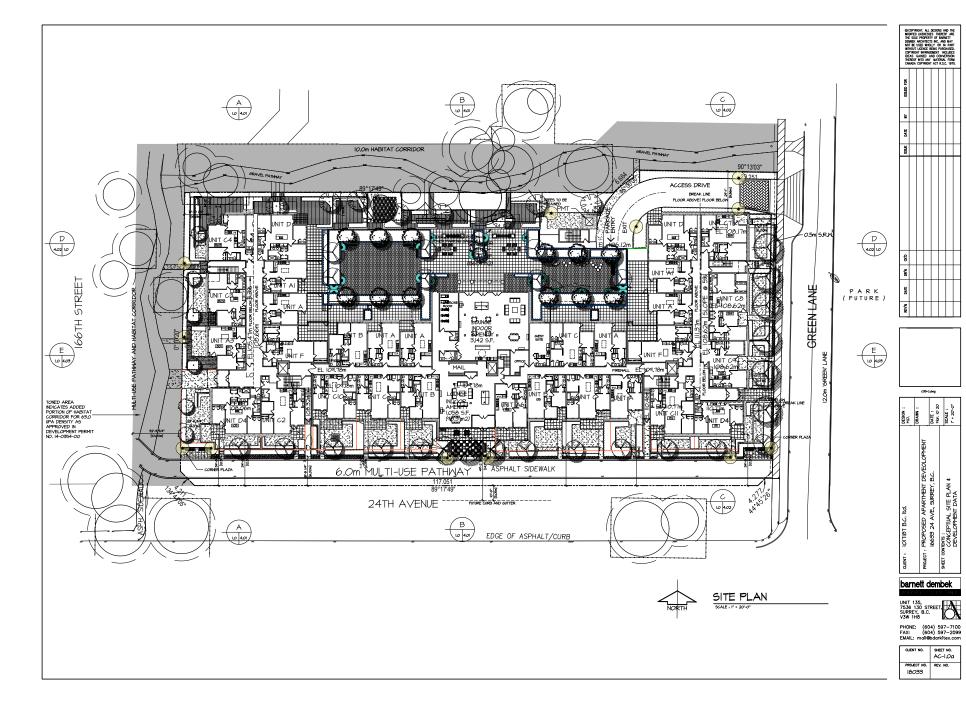
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LMPAIL: IIIGIIG	DOG! KITOX.CO
CLIENT NO.	SHEET NO. AC-O.I
PROJECT NO.	REV. NO.
18033	





DEVELOPMENT DATA

ZONING: CD BYLAW 18805

GROSS SITE AREA; IOD MORTH + MEST HABITAT CORRIDOR: 26,448 5g, Ft. 0,400 dares 1,2461,3 Mz. ET SITE AREA; IOD MORTH + MEST HABITAT CORRIDOR: 26,448 5g, Ft. 0,400 dares 1,2461,3 Mz. ET SITE AREA; IDB dares 1,2461,3 Mz. ET SITE AREA; 1.010 Ha. 

DENSITY: PROPOSED NET SITE - 82.7 UPA 204.5 UPHA 156 UNITS PROPOSED NET SITE WITH IOM NORTH AND WEST HABITAT CORRIDOR - 62.6 UPA 154.6 UPHA

F.A.R. ALLOWED 1.88 (154,480 S.F.) PROPOSED 1.77 (148,000 S.F.) PROPOSED NET SITE WITH IOM NORTH AND WEST HABITAT CORRIDOR - 1.36

SITE COVERAGE: ALLOWED 60% (49,712 S.F.)
PROPOSED 60% (49,710 S.F.)

BUILDING HEIGHT: ALLOWED 17m 55'-4 5/16" PROPOSED 16.28 m 53'-5" 5 STOREY

AMENITY:

PARKING:

NOTE: STALLS REDUCED BY 25% PER SECURED MARKET RENTAL AGREEMENT

BICYCLE PARKING: REQUIRED: 156 UNITS x 1.2 = 187 SPACES

PER FUTURE ACOUSTICAL REPORT

193 SPACES PROVIDED

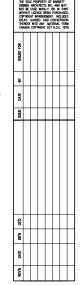
BUILDING ENVELOPE AND MECHANICAL SYSTEM TO COMPLY WITH B.C. STEP ENERGY CODE, LEVEL 2

ACOUSITCAL MITIGATION MEASURES TO BE INCORPERATED INTO ENVELOPE CONSTRUCTION TO COMPENSATE FOR TRAFFIC NOISE GENERATED ALONG 24TH AVENE





Unit Sum	mary					
UNIT TYPE	NUMBER OF BEDROOMS	S.F.	M2	NUMBER OF UNITS	TOTAL M2	TOTAL S.F.
A	1	607	56.39	32	1,804.55	19,424
A1	1	602	55.93	8	447.42	4,816
A2	1	759	70.51	1	70.51	759
A3	1	722	67.08	1	67.08	722
A4	1	606	56.30	6	337.80	3,636
A5	1	663	61.59	6	369.57	3,978
A6	1	665	61.78	1	61.78	665
A7	1	629	58.44	6	350.62	3,774
В	2	755	70.14	13	911.84	9,815
B1	2	755	70.14	7	490.99	5,285
С	2	850	78.97	20	1,579.35	17,000
C1	2	1,012	94.02	6	564.11	6,072
C2	2	963	89.47	1	89.47	963
C3	2	900	83.61	1	83.61	900
C4	2	849	78.87	1	78.87	849
C5	2	1,110	103.12	1	103.12	1,110
C6	2	1,073	99.68	1	99.68	1,073
C7	2	916	85.10	1	85.10	916
C8	3	1,108	102.94	1	102.94	1,108
C9	2	808	75.07	1	75.07	808
C10	2	850	78.97	1	78.97	850
C11	2	964	89.56	1	89.56	964
C12	2	908	84.36	4	337.44	3,632
D	3	1,014	94.20	10	942.04	10,140
D1	3	1,072	99.59	6	597.55	6,432
D2	3	1,018	94.58	6	567.45	6,108
D4	3	1,026	95.32	2	190.64	2,052
F	2	911	84.63	8	677.08	7,288
G	2	1,519	141.12	3	423.36	4,557
Total				156	11,677.55	125,696





C88-Categ 

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quent: IOITI67 B.C. Itd.		PROJECT : PROPOSED APARTMENT DEVEOLOPMENT	16633 24 AVE., SURREY, B.C.	SHEFT CONTENTS -	DEVELOPMENT DATA

barnett dembek

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

PHONE: (604) 597-7100 FAX: (604) 597-2099 EMAIL: mail@bdarkitex.com AC-I.Ob PROJECT NO. REV. NO.

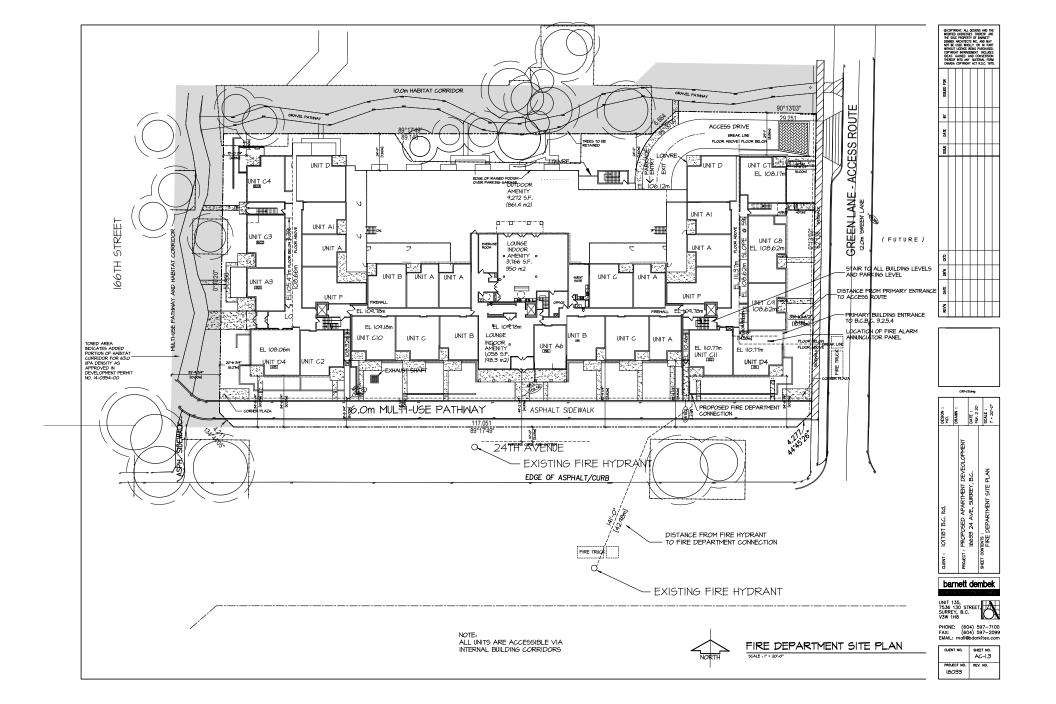
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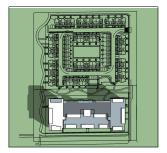


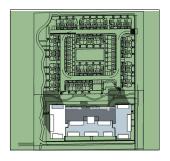




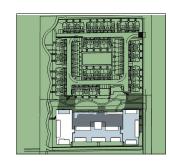
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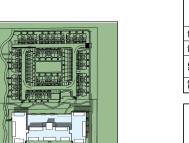




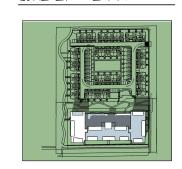
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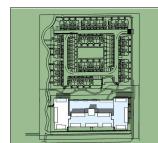


MARCH 21 2 PM



JUNE 21 12 PM





JUNE 21 2 PM

SEPTEMBER 21 2 PM



SHADOW ANALYSIS - PROPOSED BUILDING

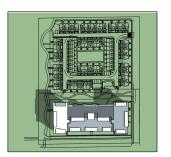


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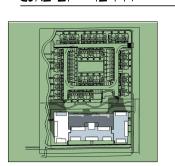
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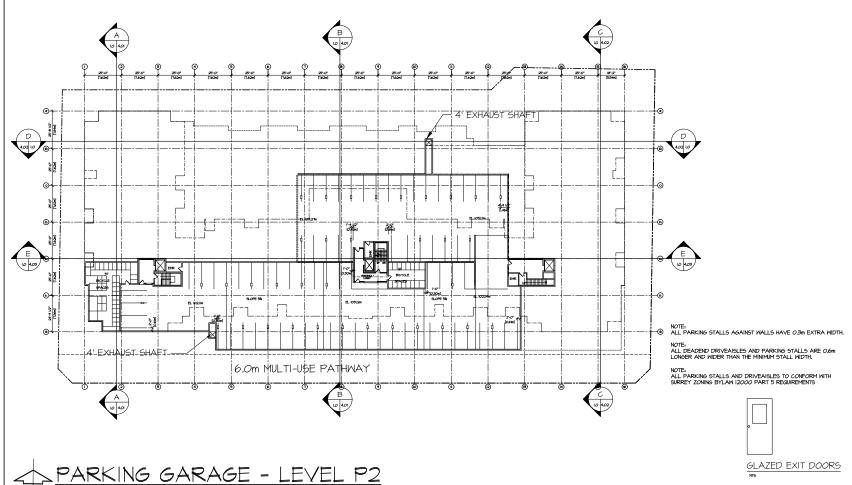


SEPTEMBER 21 12 PM

#### CPTED REQUIREMENTS FOR UNDERGROUND PARKING

THE FOLLOWING IS A SUMMARY OF CPTED REQUIREMENTS FOR THE UNDERGROUND PARKING AS RECOMMENDED BY THE SURREY RCMP.

- a) PAINT THE UNDERGROUND PARKING WALLS & COLUMNS WHITE.
- b) INSTALL HARD-WIRED VIDEO SURVEILLANCE EQUIPMENT IN U/G PARKING.
- c) AVOID HIDDEN CORNERS AND INSTALL CONVEX MIRRORS AS NEEDED IN U/G PARKING AND STAIRWELLS.
- d) PROVIDE VISION PANELS IN ALL DOORS IN U/G PARKING LEADING TO PUBLICLY ACCESSIBLE AREAS.
- e) ELEVATOR LOBBY IN U/G PARKING AREA SHOULD BE GLAZED TO PERMIT NATURAL SURVEILLANCE. †) ENSURE ADEQUATE LIGHTING THROUGHOUT THE U/G PARKING.
- a) PROVIDE ROUGH SURFACE FINISH ON RAMPS TO DETER SKATEBOARDERS.



BOTTO SERVICE SERVICE



C89-Eluling

DESIGN : MD.	DRAWN:		DATE:		SCALE :	500
ацыт: 10/11/87 В.С. Itd.		PROJECT : PROPOSED APARTMENT DEVEOLOPMENT	16633 24 AVE., SURRET, B.C.	SHEET CONTENTS .	BUILDING PLANS	PARKING GARAGE - LEVEL P2

barnett dembek

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

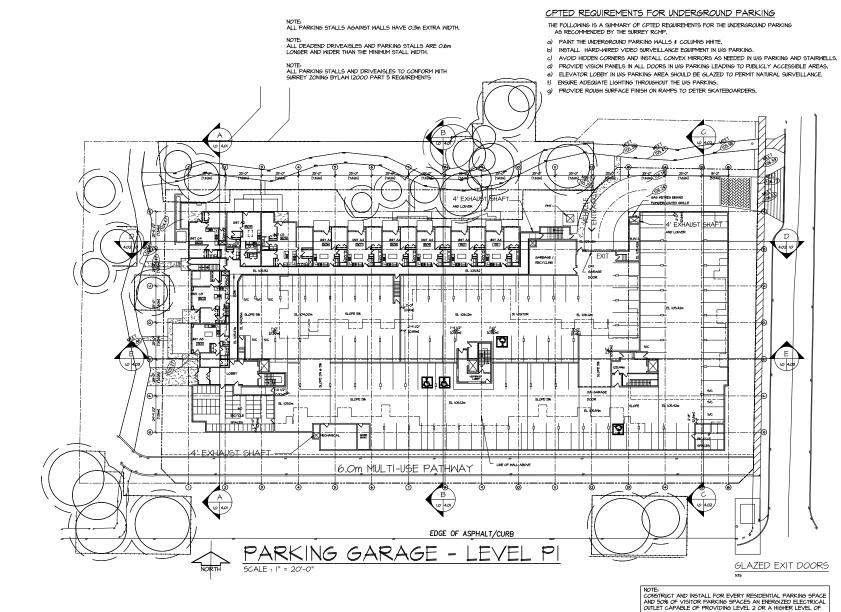
PHONE: (604) 597-7100 FAX: (604) 597-2099 EMAIL: mgli@bdgrkitex.com

NOTE: CONSTRUCT AND INSTALL FOR EVERY RESIDENTIAL PARKING SPACE AND 50% OF VISITOR PARKING SPACES AN ENERGIZED ELECTRICAL OUTLET CAPABLE OF PROVIDING LEVEL 2 OR A HIGHER LEVEL OF

VEHICLE CHARGING AS DEFINED BY SAE INTERNATIONALS JITT2
STANDARD, AS AMENDED OR REPLACED FROM TIME TO TIME FOR EACH SUCH PARKING SPACE.

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PROJECT NO. REV. NO. 18033



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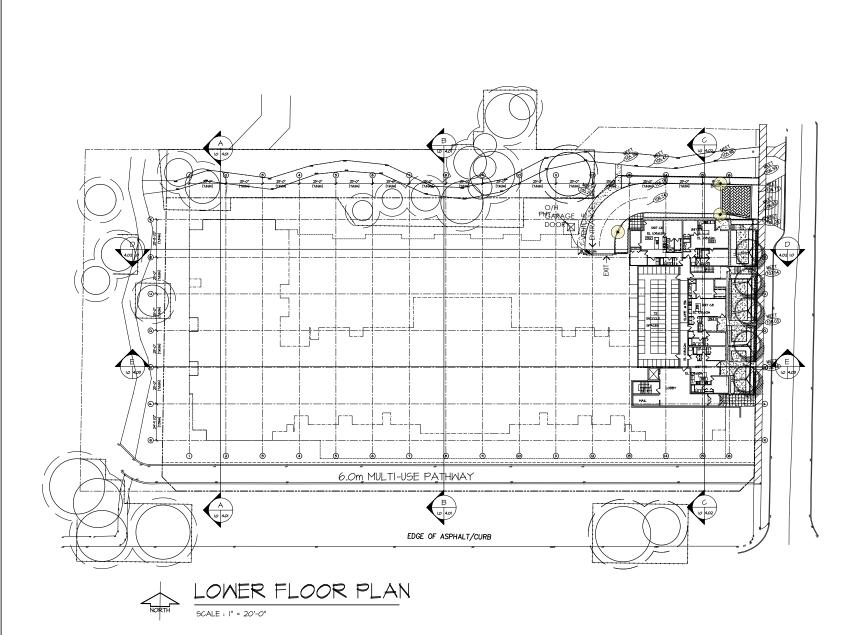
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UNIT 135, 7536 130 STREET, SURREY, B.C. V3W 1H8

PHONE: (604) 597-7100 FAX: (604) 597-2099 EMAIL: mall@bdarkitex.com

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PROJECT NO. 18033	REV. NO.

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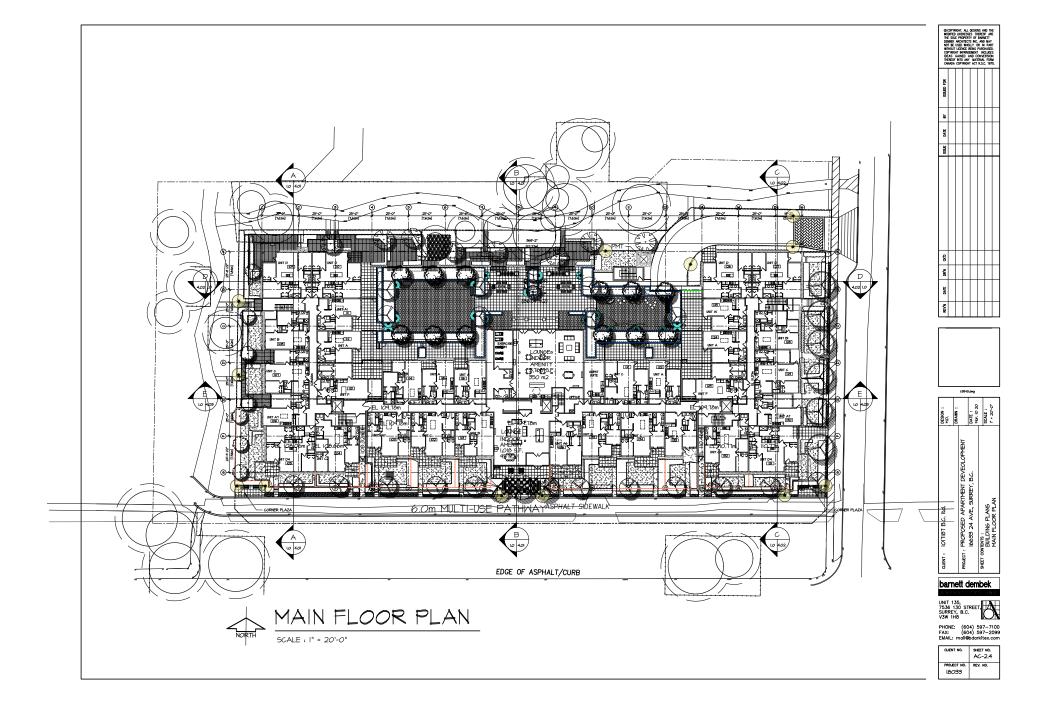
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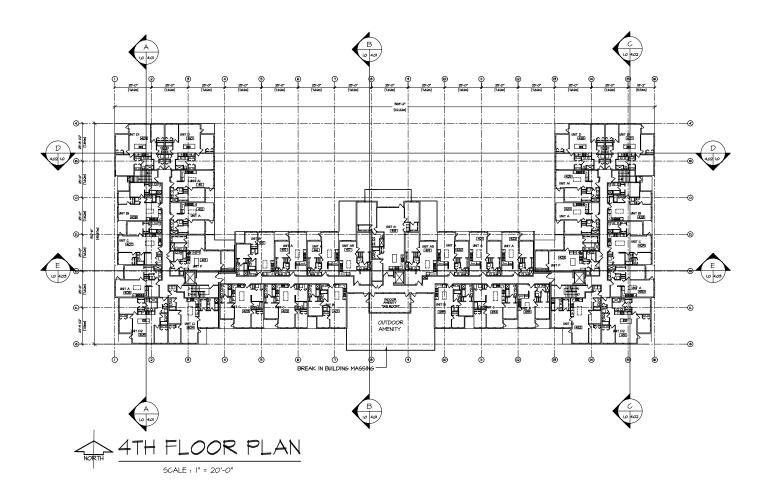
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UNIT 135, 7536 130 STREET, SURREY, B.C. V3W 1H8

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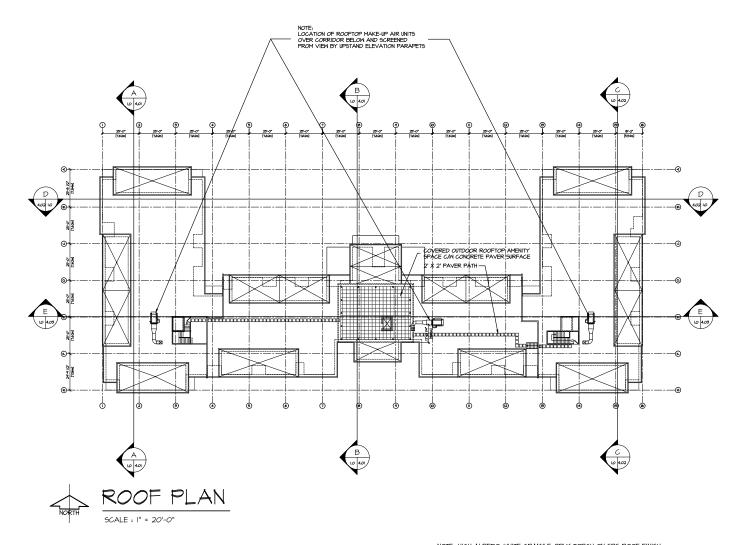
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#### barnett dembek

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

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

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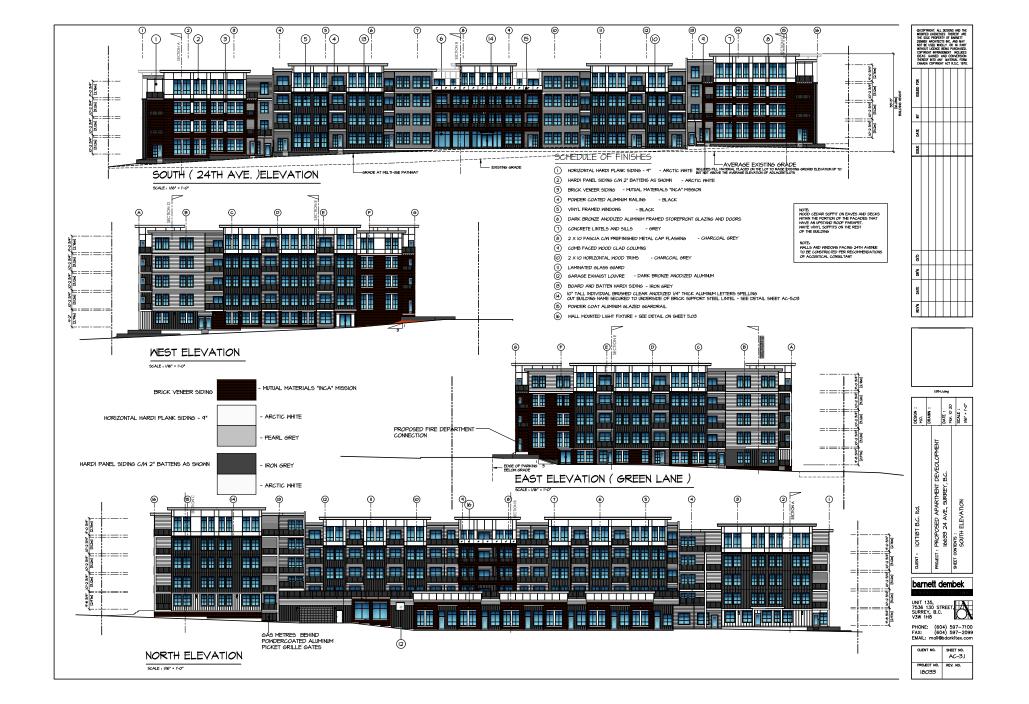
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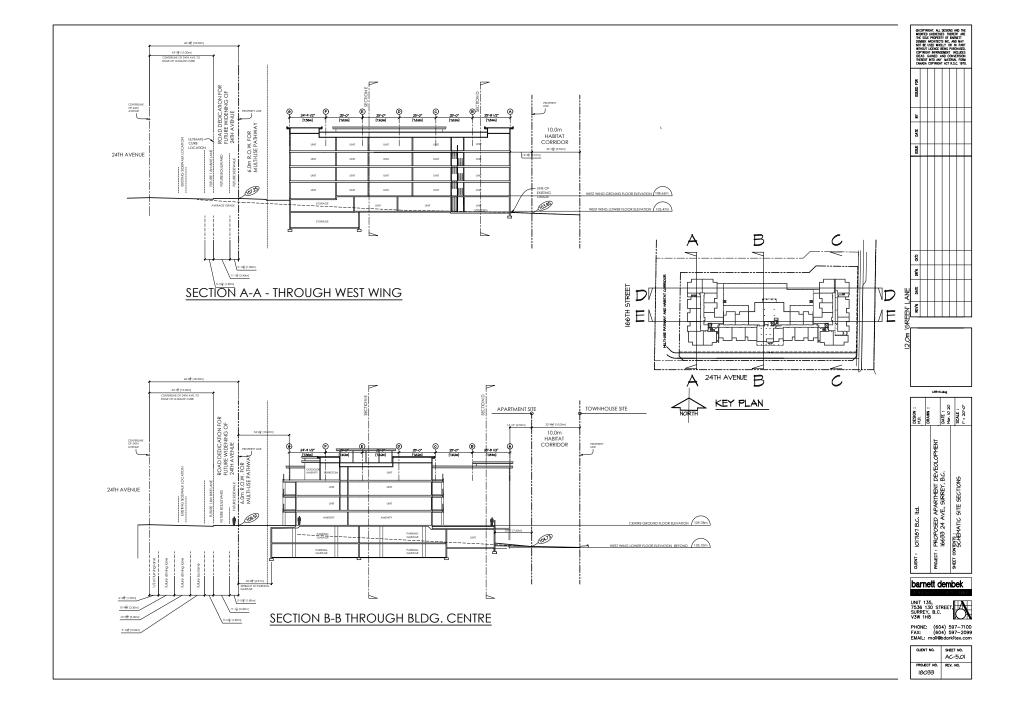
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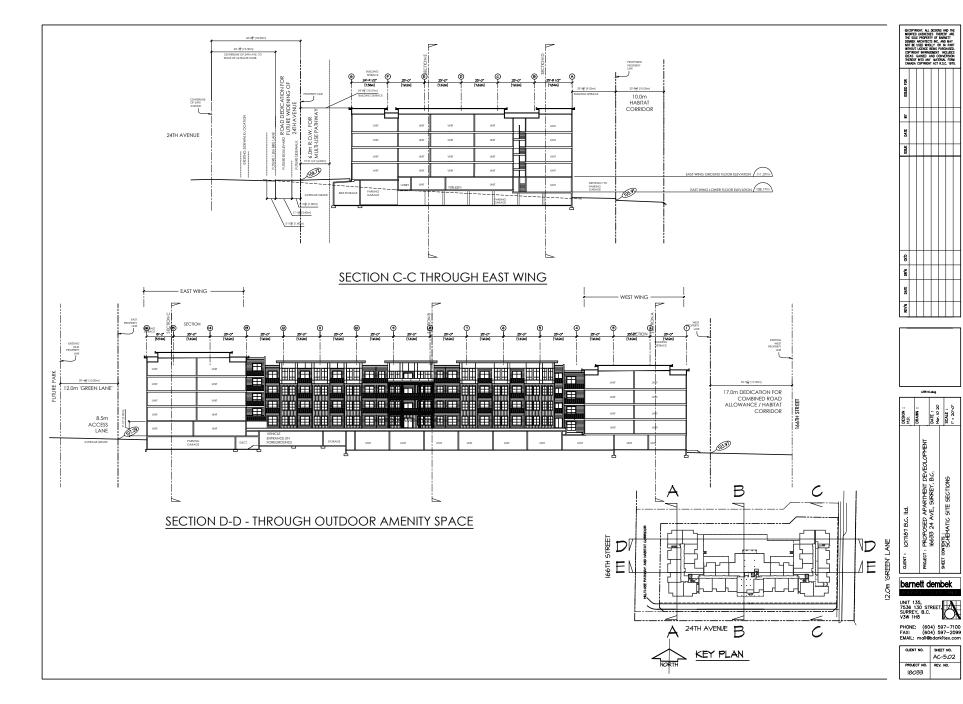


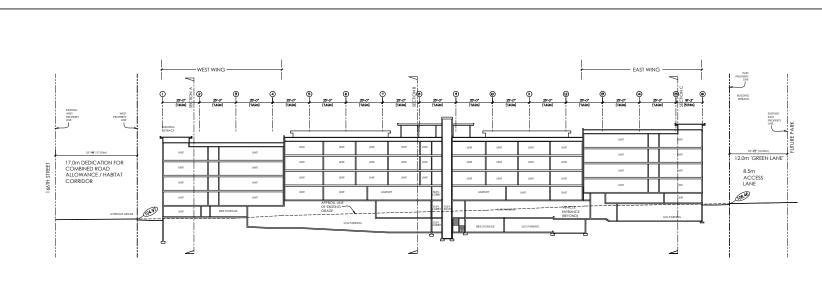
PHONE: (604) 597-7100 FAX: (604) 597-2099 EMAIL: mall@bdarkitex.com

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Ì	PROJECT NO.	REV. NO.
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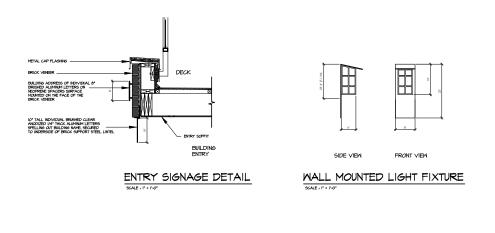


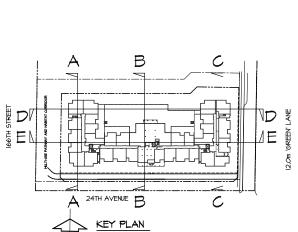


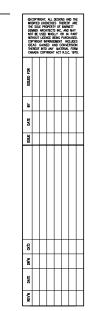










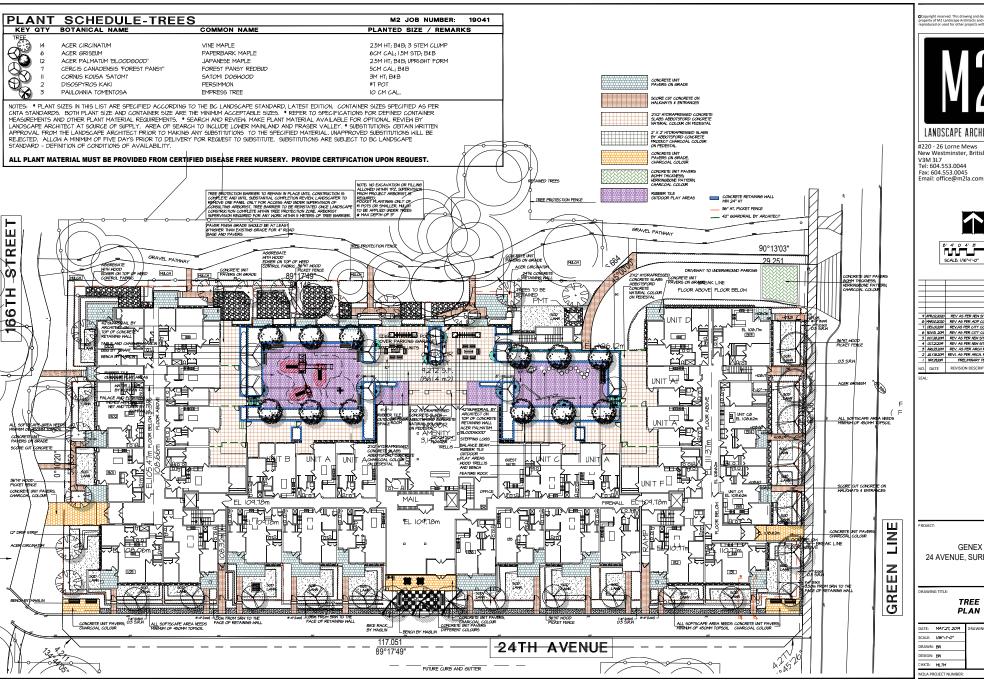




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barnett dembek	
ARCHITECTS INC	
UNIT 135, 7536 130 STREET, SURREY, B.C. V3W 1H8	
PHONE: (604) 597-710 FAX: (604) 597-209	0

CLIENT NO. SHEET NO. AC-5.03 PROJECT NO. REV. NO.	EMAIL: mail@	bdarkitex.co
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	PROJECT NO.	



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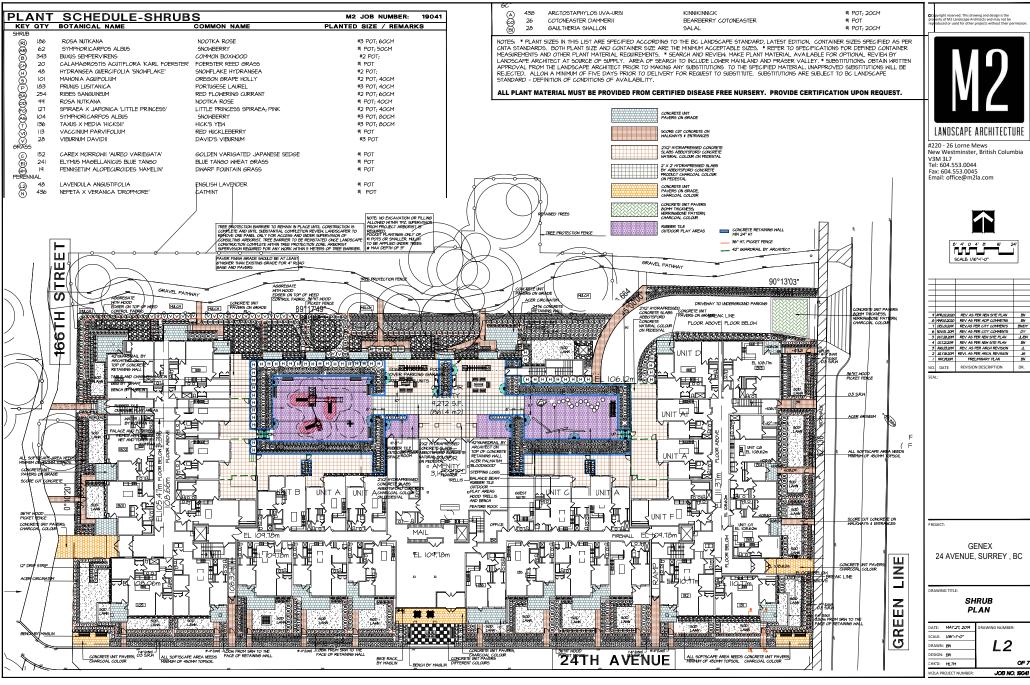


**GENEX** 24 AVENUE, SURREY, BC

DRAWING TITLE:

TREE PLAN

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CHK'D:	MLTM	0F 7
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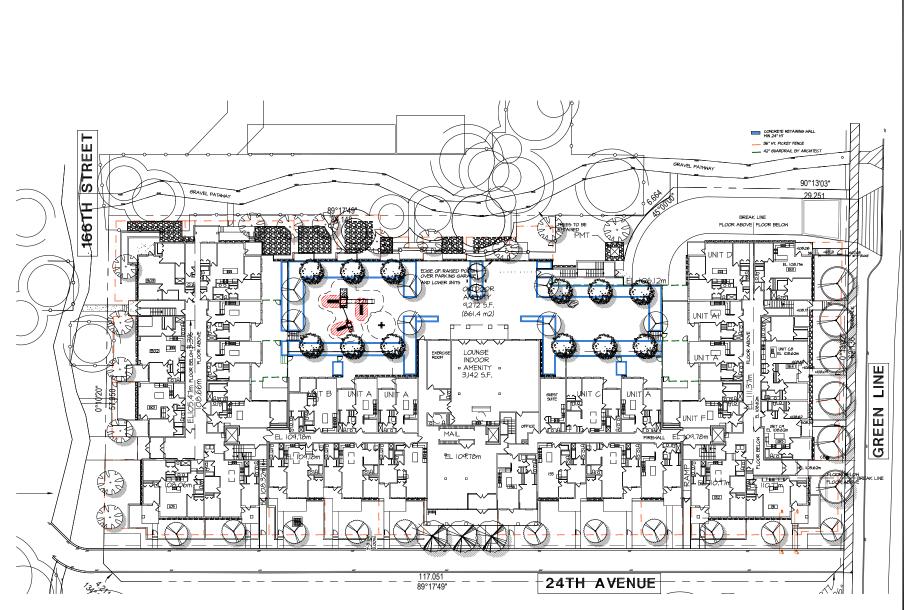






24 AVENUE, SURREY, BC

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_	APR 02 2020	RPV AS PER NEW SITE PLAN	BN
	MARJO2020	REV AS PER ADP COMMETNS	BN
7	DEC.012019	REVAS PER CITY COMMENTS	BNID
6	NOV.15, 2014	REV AS PER CITY COMMENTS	DY
5	OCT28.2011	REV AS PER NEW SITE PLAN	1/8/
4	OCT.21.2011	REV AS PER NEW SITE PLAN	BN
3	AUG-25,2014	REV. AS PER ARCH REVISION	J.
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- 1	MAY.24.2014	PRELIMINARY PLAN	BN
NO.	DATE	REVISION DESCRIPTION	DR.

PROJECT:

GENEX 24 AVENUE, SURREY, BC

DRAWING TITLE:

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FENCE/WALL PLAN

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# Appendix II INTER-OFFICE MEMO

TO:

Manager, Area Planning & Development

- South Surrey Division

Planning and Development Department

FROM:

Development Engineer, Engineering Department

DATE:

Feb 28, 2020

PROJECT FILE:

7819-0118-00

RE:

Engineering Requirements (Commercial/Industrial)

Location: 16633 24 Ave

# DEVELOPMENT PERMIT AND HOUSING AGREEMENT

There are no engineering requirements relative to the Development Permit and Housing Agreement.

#### **DEVELOPMENT VARIANCE PERMIT**

The proposed Development Variance Permit to reduce the required parking spaces from 252 spaces to 188 spaces (25% reduction) can be supported as the applicant is entering into a Housing Agreement for 100% of the units to ensure a rental tenure.

#### **BUILDING PERMIT**

The following issues are to be addressed as a condition of issuance of Building Permit for construction of the apartment building:

• Constuct a reinforced 6.00 m wide multi-use-pathway, along with street light relocation, on 24 Avenue to provide fire truck access.

A Servicing Agreement is required for the proposed Building Permit.

A processing fee of \$3,780.00 (GST included) is needed to administer the Servicing Agreement requirements.

Jeff Pang, P.Eng.

Development Engineer



April 29, 2020

#### **Planning**

#### THE IMPACT ON SCHOOLS

APPLICATION #: 19 0118 00 (Updated)

#### SUMMARY

The proposed 155 lowrise units are estimated to have the following impact on the following schools:

#### Projected # of students for this development:

Elementary Students:	8
Secondary Students:	8

#### September 2019 Enrolment/School Capacity

Pacific Heights Elementary		
Enrolment (K/1-7):	64 K + 454	
Operating Capacity (K/1-7)	76 K + 233	
Addition Operating Capacity (K/1-7) 2020	76 K + 512	
Earl Marriott Secondary		
Enrolment (8-12):	1902	
Capacity (8-12):	1500	

# **Appendix III**

#### 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.

Pacific Heights Elementary is currently over capacity. Rapid enrolment growth is expected to continue into the foreseeable future. As of September 2019, there are 10 portables on site used as enrolling spaces.

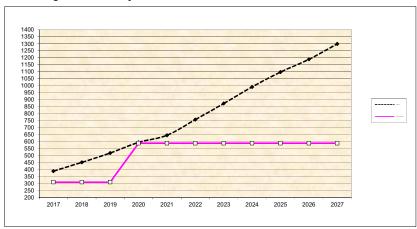
Currently there are two capital construction projects being built in the catchment:

- A 12 classroom addition at Pacific Heights elementary to open March 2020 which will absorb all
  current enrolment in portables, and
- A new 25 classroom school, Edgewood Elementary, located at 16666 23rd Avenue (Sunnyside Heights NCP), targeted to open December 2020

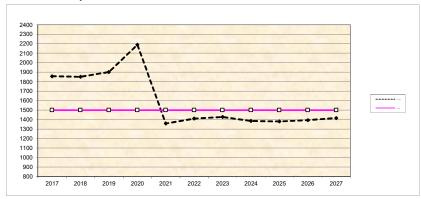
When the new Edgewood Elementary located in the Sunnyside Heights NCP is open, all of the students living in the Pacific Heights catchment south of 24th Avenue and a small portion of the northeast corner north of 24th Avenue will report to the new school in Sunnyside Heights. This will provide considerable short term enrolment relief to Pacific Heights, however, the 10 year projections indicate that the growth trend will continue to be strong.

To relieve the pressure at Earl Marriot, a new 1500 capacity high school, Grandview Heights Secondary, located on 26th Ave next to the existing Pacific Heights Elementary is currently in construction; and is also targeted to open for September 2021 which provide some enrolment relief to both Earl Marriott and Semiahmoo Secondary schools. Pacific Heights will feed the new secondary school.

#### **Pacific Heights Elementary**



#### **Earl Marriott Secondary**



<sup>\*</sup> 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.

# 4.0 Tree Preservation Summary

Table 2: City of Surrey tree preservation summary table for on-site and off-site trees, including the number of replacement trees proposed.

Site Address Freestyle (166 Street & 24 Avenue) Phase 2, Lot 2, Apartment Site

Registered Arborist Cody Laschowski

On-Site Trees	Number of Trees
Protected Trees Identified	8
(On-site and shared trees, including trees within boulevards and proposed streets and lanes, but excluding trees in proposed open space or riparian areas)	
Protected Trees to be Removed	2
Protected Trees to be Retained	6
(excluding trees within proposed open space or riparian areas)	
Total Replacement Trees Required:	
- Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio	
X one (1) = 0	4
- All other Trees Requiring 2 to 1 Replacement Ratio	
2 X two (2) = 4	
Replacement Trees Proposed	25
Replacement Trees in Deficit	-21
Protected Trees to be Retained on City owned Open Space / Riparian Areas	15

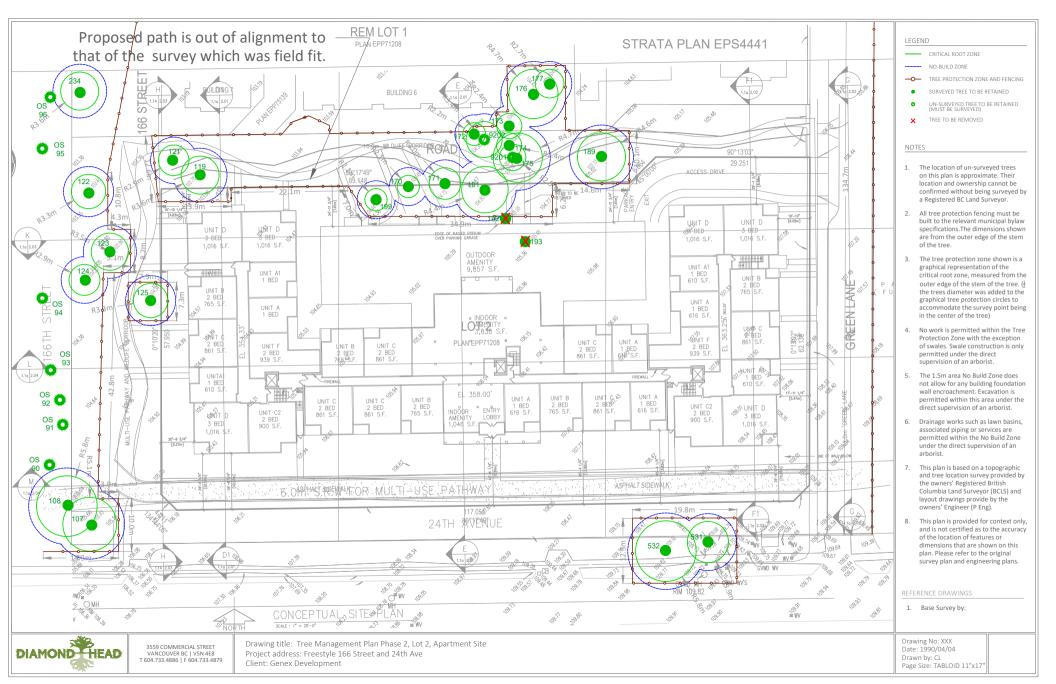
Off-Site Trees	Number of Trees
Protected Off-Site Trees to be Removed	0
Total Replacement Trees Required:	
- Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio	
X one (1) = 0	0
- All other Trees Requiring 2 to 1 Replacement Ratio	
X two (2) = 0	
Replacement Trees Proposed	0
Replacement Trees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

March 12 2020

Summary, report and plan prepared and submitted by

2

Signature of Arborist Date



(the "City")

### **DEVELOPMENT VARIANCE PERMIT**

		NO.: 7919-0118-00
Issued To:		
	(the "Owner")	
Address of Owner:		

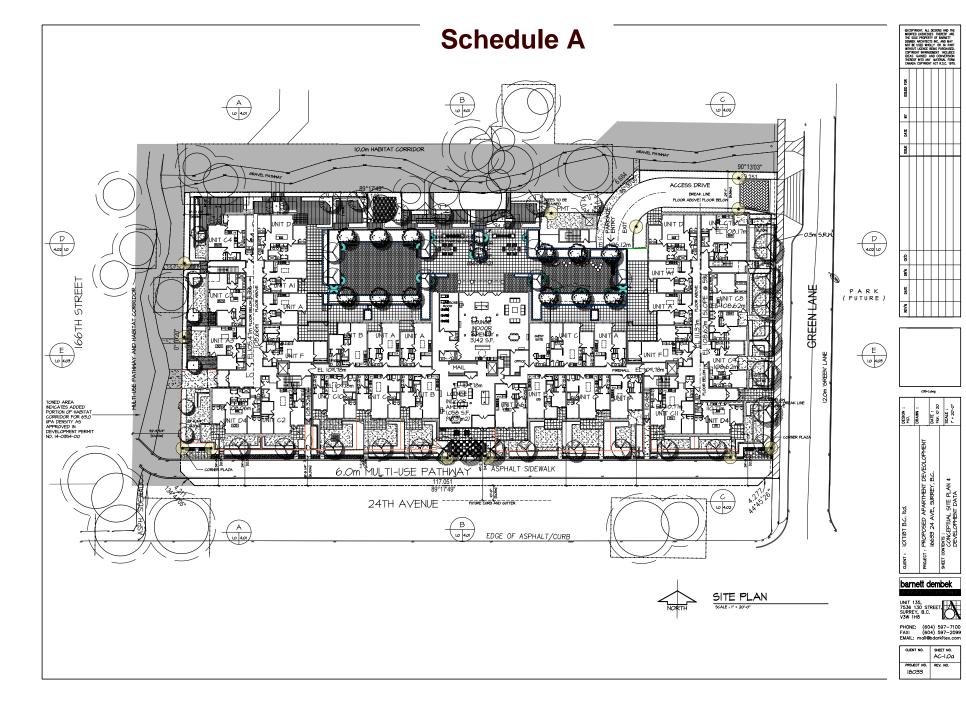
- 1. This development variance permit is issued subject to compliance by the Owner with all statutes, by-laws, orders, regulations or agreements, except as specifically varied by this development variance permit.
- 2. This development variance permit applies to that real property including land with or without improvements located within the City of Surrey, with the legal description and civic address as follows:

Parcel Identifier: 030-337-585 Lot 2 Section 24 Township 1 New Westminster District Plan EPP 71208 16633 - 24 Avenue

(the "Land")

- 3. Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
  - (a) In Section C.1 of Part 5"Off-Street Parking and Loading/Unloading", the minimum number of required off-street parking spaces is reduced from 253 spaces to 190 spaces.
- 4. This development variance permit applies to only the building 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 existing building shown on attached Schedule A, which is attached hereto and forms part of this development variance permit.
- 5. The Land shall be developed strictly in accordance with the terms and conditions and provisions of this development variance permit.

6.		se if the Owner does not substantially start any elopment variance permit is issued, within two riance permit is issued.
7.	The terms of this development variance permit or any amendment to it, are binding on all persons who acquire an interest in the Land.	
8.	This development variance permit is not a b	ouilding permit.
	ORIZING RESOLUTION PASSED BY THE COD THIS DAY OF , 20 .	OUNCIL, THE DAY OF , 20 .
		Mayor – Doug McCallum
		City Clerk – Jennifer Ficocelli



# **Appendix VI**

March 9, 2020

Planner: Keith Broersma

File # 19-0118

ADP Comments Issued - Feb 6th, 2020

Response Letter

Applicant Response to City comments are shown in blue text

We have addressed the most recent comments below.

## **Key Points:**

Consider increasing the number of lobbies, including at the north side to connect to the habitat corridor.

Complete. Lobby added on the west side of the building. On the north side, in conjunction with the amenity podium access stair, access is provided.

Recommend increasing the size of patio on 24 Avenue. *Complete.* 

Recommend refining the ulobby is added on the west side of the building. On the north side, in conjunction with the amenity podium access stair, access is provided out to the entry drive sidewalk.

se of brick.

Complete. Many head and sill lintel details are added to brick in wall areas; brick beams are returned on the side of the centre south projecting deck bay to the adjacent walls; brick piers are

added to the corner south deck posts with the same detailing as the centre brick bay; brick is returned along the south portions of the east and west elevations.

Consider making all suites accessible from corridor side.

Steps have been deleted where possible to improve accessibility. Of 156 units, only 4 retain 3 steps up to the corridor in order that the front yard have less vertical disconnect from the street grade.

Reconsider length of travel through corridors.

Travel lengths are reasonable on the south, east and west wing corridors. An extra access door has been provided from the adjacent parking level to reduce the travel from the adjacent parking area into the north corridor.

Recommend eliminating sloped corridor.

Sloped corridors removed where possible.

Consider direct access to the outdoor amenity space.

Complete. A direct corridor access is provided from the front central lobby.

Recommend increasing daylight access in Unit F.

Noted. Much wider and taller windows, an additional 48 square feet of glazing added to F units.

Consider limiting the use of stairs within the landscape where slopes could be used.

Noted. Per planning requirements to better define public and private realm, some steps have been retained for 'front yard' definition.

Ensure the program on terrace that thrive on daylight have access.

Complete. Planted landscape material is moved further north for better access to sunlight.

Consider adding outdoor street bike parking.

Complete. Bike parking added in the covered front arcade of the south centre entry.

Reassess the health of cedar trees.

Noted. This is underway with the arborist.

Reassess viability of sod in shaded areas.

Noted. No sod is provided on the raised podium or the rear private yard areas at grade.

Recommend performing energy modeling as early as possible.

Noted. This will be reviewed in conjunction with the mechanical engineer. This building will meet and exceed BCBC Step Code 3.

Consider targeting higher water efficiency goals.

Noted. This will be reviewed in conjunction with the mechanical engineer.

#### Site

Consider more bicycle parking.

Additional bike parking has been provided by the south central entry.

#### Form and Character

Consider a lobby at grade on the west wing, which can have its own identity.

Complete. Lobby and entrance added on the west side of the building.

Consider refining the scale in the central massing in the back.

Complete. The top columns and roof are deleted to make it less slender.

Recommend refining the volumes and voids.

Noted. We understand this as a reference to the south east and west building corners. Brick added to the front south corners and brick detailing is refined.

The façade has a tendency of flatness. Consider opportunities for textures and shadow on the façade as the materials are very coplanar.

Noted. This is a comment about the unrefined renderings. Secondary renderings were not showing window and other adequate detailing.

Suggest bringing the 24 Avenue scale to the rear façade.

The roof and columns are deleted from the centre rear brick bay to make it less slender.

Consider increasing the amount of brick along 24 Avenue and the north side.

Complete. Brick comes at a major cost. We had previously added a significant amount of brick to the project to further enhance its previous design. Brick is added on the south east and south west deck, and wall areas.

Recommend refining the way the brick meets the windows.

Noted. Oversight on the secondary rendering. Lintels are added above and below windows.

Consider expanding Unit F to incorporate Unit A to the north or consider reprogramming corner unit due to privacy concerns.

Privacy screen added on A unit to address privacy concerns.

Reconsider configuring the entry ways in the units located beside the elevator lobby. We moved the main access walk away from the east edge of this area and added a partition between the patios in the arcade separating the unit deck and entry deck. A planted area outside the arcade provides further separation of the 2 spaces. Upgraded soundproofing for the unit next to the elevator lobby and bedrooms have been moved so they don't share a wall. Note: It is planned to be used as the building managers suite.

Clarify and simplify internal circulation and access.

The west lobby addition helps simplify. The east lobby is also simplified. Detailed signage and staff concierge will encourage efficient navigation.

Concerns were expressed on navigating to units from the entry point.

West lobby added entry provided. 3 entry points are now provided, one per building, each with a lobby, each with its own elevator. A clear path of travel originating from these 3 entries as now available. Detailed signage and staff concierge will encourage efficient navigation.

Consider refining the travel distance.

West lobby added entry provided. Secondary staircase added from outdoor amenity. Access from the parking area to the lower north corridor added in for ease of unit residents.

Consider an open stairway in the corridor.

Noted. Firewalls limit flexibility to open stairways.

Recommend an accessible way to access the outdoor amenity patio without stairs and

providing an alternative access without going through the indoor amenity room.

Complete. We have added a corridor to access outdoor amenity directly from the lobby. The hub of the building is universally designed at centre and goes above and beyond BCBC accessibility requirements. The very large stair free social lobby is designed for community interaction, which meets the accessible indoor amenity options leading out towards 10,000 sqft of accessible outdoor amenity. A corridor is added from the front lobby area for direct access to the rear outdoor amenity.

Consider stair access from the north amenity patio to the habitat corridor pathway. *Complete. Exterior stair added.* 

Recommend enlarging the garbage room.

Complete. The room is enlarged.

#### Landscape

Recommend design development of central amenity area on north side to better define useable spaces.

The space is split into two with a central planter, creating 2 separated seating areas.

Consider articulating the planting and creating interesting spaces.

Planting is deliberately placed in a way that exterior rooms are created on the rear podium. On grade spaces are planted in such a way as to create individual unit yard spaces. Planting is layered to help define these individual spaces.

Consider more variety of play structures; they are too similar.

Complete. The 3 large scale palace and fortress structures are replaced with a play tower and a village house.

Consider pushing community garden area further north to receive sunlight.

Complete. It was decided to remove this altogether, due to the north location.

Recommend altering the veggie beds as they are spaced 2 feet apart and would be difficult to navigate.

With no veggie beds, this is no longer an issue.

Consider alternative to cedar trees as the existing trees may not do well given the change in hydrology.

No cedar trees are proposed. The Satomi Dogwood is replaced with Dawyck Beech. As for the existing cedar trees, they are displaying signs of stress and will be monitored by the arborist.

It was noted that the ground floor lawn panels on the north side of the building are unlikely to survive in a full shade environment.

Complete. Most sod is removed and replaced with hard score cut concrete surfaces. Shrub beds remain.

Consider more usable patio spaces in areas that just have lawn.

Complete. Lawn areas are completely removed in north shaded areas.

Consider if there is enough buffering along the patios on 24 Avenue.

Complete. An additional row of planting is provided along the south property line on 24th Avenue.

#### **CPTED**

No specific issues were identified.

# Sustainability

Consider a solar shading strategy for how much south facing units there are.

Noted. Interior window blinds are provided as part of the unit fitments. Energy consultants will further review and provide input.

Consider increasing water efficiency on the plumbing fixtures. *Noted. This is under review with the mechanical engineer.* 

Consider engaging a mechanical engineer to confirm the mechanical system to achieve Step 3 of the BC Energy Step Code.

Noted. The City of Surrey has mandated that all building permit applications after April 1 of this year to comply with Step 3 of the Energy Step Code.

Consider using alternative templates in the booklet as many are out of date. *Noted.* 

# Accessibility

Recommend the sloped hallways be removed.

Most have been eliminated, remainder are minimal in slope.

Reconsider drop-off parcel delivery.

Noted. A new access corridor is provided.

Consider secondary access to outdoor amenity space.

Complete. A new access corridor is provided.

Recommend a ramp to the outdoor amenity space.

No ramp is required. The sill to the exterior is flush with the floor and exterior pavers.

Consider using grade to eliminate the stairs in landscape area.

Noted. Per planning requirements to better define public and private realm, some steps are retained for 'front yard' definition.

It was noted that there are 3 units at grade level that are not accessible.

Noted. Steps have been deleted where possible to improve accessibility. Of 156 units, only 4 retain 3 steps up to the corridor in order that the front yard have less vertical disconnect from the street grade.

Consider providing accessible parking stalls close to elevators.

Complete. Accessible stalls are moved to areas adjacent elevators, or directly across the drive aisle from the elevator.

# **Appendix VII**

# **CITY OF SURREY**

# **BYLAW NO. 20040**

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

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

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

NOW, THEREFORE, the Council of the City of Surrey, 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:

1017187 B.C. Ltd. 103-2428 King George Boulevard Surrey, BC V4P 1H5

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

Parcel Identifier: 030-337-585 Lot 2 Section 24 Township 1 New Westminster District Plan EPP71208

16633 - 24 Avenue

(the "Lands");

- 2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.
- 3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.

4.	This Bylaw shall be cited for all purposes as "1017187 B.C. Ltd. Housing Agreement,
	Authorization Bylaw, 2020, No. 20040"
PASS	D FIRST READING on the th day of , 20 .
PASS	D SECOND READING on the th day of , 20 .
PASS	D THIRD READING on the th day of , 20 .
RECC	NSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the
Corpo	rate Seal on the day of,
	MAYOF
	CLERK

#### HOUSING AGREEMENT

(Section 483, Local Government Act)

THIS AGREEMENT is made on the day of, 2020	
BETWEEN:	
<b>1017187 B.C. LTD.</b> , a British Columbia company (Incorporation No. BC1017187), having an office at 3450 Morgan Creek Way, Surrey, B.C. V3Z 0J7	
AND:	(the "Owner")
CITY OF SURREY, a municipal corporation having its offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8	(the "City")
WHEREAS:	

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- B. The Owner has made application for a Development Permit to allow a development on the Lands consisting of one 4-storey building on the Lands (the "Building") containing approximately 156 residential apartment strata units (the "Apartment Units") and amenity space all constructed over an underground parkade (the "Parkade"), together with related improvements;
- C. As part of the application for the Development Permit the Owner has voluntarily agreed to enter into a housing agreement pursuant to section 483 of the Local Government Act to ensure that, during the Term, all of the Apartment Units are used only for Market Rental Housing;
- D. The Owner wishes to designate the Apartment Units on Schedule "A" to this Agreement as the Market Rental Units (as hereinafter defined);
- E. The Development (as hereinafter defined) will be strata title development and once the Building is completed, it will be subdivided by a strata plan such that each of the Apartment Units will become a separate strata lot;
- F. Section 483 of the Local Government Act permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements;

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

#### **ARTICLE I. DEFINITIONS**

Section 1.01 Definitions

- (a) "Affordable Rental Housing" means Rental Housing that is rented at a rental rate that is equal to or less than 10% of the Market Rental Rate at the time the tenancy is entered into;
- (b) "Affordable Rental Unit" has the meaning given to it in Section 3.01(b);
- (c) "Affordable Rental Unit Period" means a period of 11 years from the start of the Term, during which the Affordable Rental Units may only be used as Affordable Rental Housing;
- (d) "Agreement" means this Housing Agreement;
- (e) "Apartment Units" has the meaning given to it in Recital B;
- (f) "Building" has the meaning given to it in Recital B;
- (g) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, and volunteers of the City from time to time;
- (h) "Commencement Date" means the date that is the first day of the month following the month in which the Occupancy Permit for the Building is issued by the City;
- (i) "Development" means the development of the on the Lands done in accordance with the Development Permit;
- (j) "Development Permit" means Development Permit \_\_\_\_\_ issued by the City authorizing development on the Lands, as amended from time to time;
- (k) "Land Title Act" means the Land Title Act, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (I) "Lands" means the lands and premises legally described as:

Parcel Identifier: 030-337-585 LOT 2 SECTION 24 TOWNSHIP 1 PLAN EPP71208 NWD

- (m) "Land Title Office" means the New Westminster Land Title Office;
- (n) "Local Government Act" means the Local Government Act, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- (o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever

- (p) "Market Rental Rate" means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
- (q) "Market Rental Unit" means a Rental Unit that is rented at market rates, as may be determined from time to time by the Owner and which is not an Affordable Rental Unit;
- (r) "Notice" has the meaning given to it in Section 2.02;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (t) "Owner" means 1017187 B.C. LTD and its respective successors in title from time to time (including those persons referred to in Section 3.01(d) as the registered or beneficial owner(s) of any portion of the Lands;
- (u) "Parkade" has the meaning given to it in Recital B;
- (v) "Rental Housing" means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms' length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) "Rental Unit" means an Apartment Unit which is being rented, whether as a Market Rental Unit or an Affordable Rental Unit:
- (x) "Residential Tenancy Act" means the Residential Tenancy Act, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (y) "Term" has the meaning ascribed thereto in Section 2.01; and
- (z) "Zoning By-law" means the City's Zoning By-law 12000, as amended, replaced, or replaced from time to time.

#### ARTICLE II -TERM AND NOTICE

Section 2.01 Term

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

#### Section 2.02 Affordable Rental Unit Transition

At the end of the Affordable Rental Unit Period, the Affordable Rental Units may be used as Market Rental Units.

Section 2.03 Notice of Housing Agreement

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

#### ARTICLE III RESTRICTIONS ON AND CONDITIONS OF USE

Section 3.01 Owner's Covenants

The Owner covenants and agrees that throughout the Term:

- (a) the Lands and the Apartment Units, will not be used in any way that is contrary to the terms of this Agreement;
- (b) 42 of the Rental Units shall be used only for Affordable Rental Housing (the "Affordable Rental Units") during the Affordable Rental Period, after which they shall be used Market Rental Units for the remainder of the Term:
- (c) the remaining 114 Apartment Units not being used as Affordable Rental Housing may be used only as Market Rental Units;
- (d) all of the Affordable Rental Units must be owned by the same Owner(s) and all of the Market Rental Units must be owned by the same Owner(s);
- (e) it shall, prior to conveying title to any of the Rental Units, obtain the written consent of the City to do so, such consent not to be unreasonably withheld;
- (f) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Apartment Units or any portion thereof, to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (g) the Owner will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in the City by reasonable and prudent owners of similar buildings and lands;

- (h) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Apartment Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the Residential Tenancy Act and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to their use as Market Rental Housing; and
- (i) the Owner will not demolish the Building or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City in the City's sole discretion.

# Section 3.02 Parking Requirements

The City covenants and agrees with the Owner, that the total number of parking stalls required to be constructed for parking by the residents of the Apartment Units will be permanently relaxed from 252 to 189 spaces.

# ARTICLE IV INDEMNITY, RELEASE, DEFAULT AND REMEDIES

#### Section 4.01 Indemnity

The Owner will and does hereby indemnify and save harmless the City and the City Personnel of and from all losses 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 Owner to comply with the terms and conditions of this Agreement.

#### Section 4.02 Release

Provided that the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and the City Personnel of and from any and all losses and liabilities which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

#### Section 4.03 Remedies

The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner materially defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its material obligations contained in this Agreement and doing or carrying out a material act contrary to the Owner's obligations contained in this Agreement:

- (a) the Owner shall rectify such material default within 45 days after receipt of written notice of such material default to the Owner by the City;
- (b) if the Owner fails to take such positive action as the City, acting reasonably, considers necessary to rectify any material default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
- (c) the Owner shall pay to the City, on written demand, the costs (including actual solicitor's fees, disbursements and taxes thereon) incurred by the City to obtain a court order pursuant to Section 4.03(b), and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such written demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus1% per annum.

Section 4.04 Survival of Release and Indemnity

The release and indemnity in this Article IV will remain effective, and will survive any modification, discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise.

#### ARTICLE V. GENERAL PROVISIONS

Section 5.01 Interpretation

In this Agreement:

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

#### Section 5.02 Records

During the Term, the Owner will keep accurate records pertaining to the use and occupancy of the Apartments Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

#### Section 5.03 Legislation

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

#### Section 5.04 Time

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

# Section 5.05 No Effect on Rights

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

### Section 5.06 Benefit of City

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

# Section 5.07 Agreement Runs with the Lands

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

Section 5.08 Limitation on Owner's Obligations

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

Section 5.9 Enurement

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

Section 5.10 Further Assurances

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

Section 5.11 Governing Law

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

Section 5.12 Severability

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

Section 5.13 Waiver

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

Section 5.14 No Fiduciary Relationship

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

Section 5.15 Joint and Several

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

Section 5.16 Survival

Notwithstanding anything contained herein:

- (a) the Owner covenants and agrees that the obligations of the Owner, including without limitation those set out in Article IV, shall survive termination or release of this Agreement; and
- (b) the City covenants and agrees that the provisions of Section 3.02 shall survive termination or release of this Agreement.

Section 5.17 Notice

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

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

Section 5.18 Owner's Representations and Warranties

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

- (a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and the bind all legal and beneficial interests in the title to the Lands with the interests in lands created hereby;
- (b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber all legal and beneficial interests to the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

# Section 5.19 Counterparts

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

<b>1017187 BC LTD.</b> by its authorized signatory:	CITY OF SUREY by its authorized signatory(ies)	
Name: Stephen Earl Barker Title: Director	Name: Title:	
	Name Title:	