City of Surrey PLANNING & DEVELOPMENT REPORT Application No.: 7919-0284-00

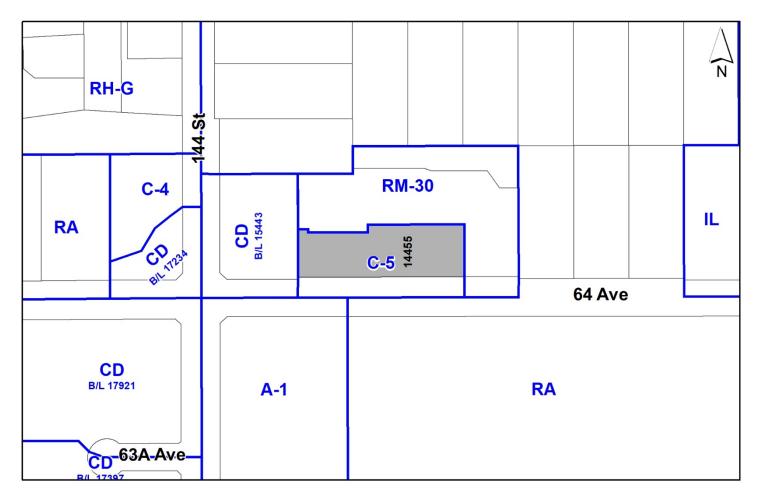
Planning Report Date: May 31, 2021

PROPOSAL:

- **OCP Amendment** from Urban to Multiple Residential
- NCP Amendment from Mixed Commercial/Residential Townhouses to Mixed Commercial/Residential Apartments
- **Rezoning** from C-5 to CD
- Development Permit
- Housing Agreement

to permit the development of a four-storey mixed-use development with 60 rental residential units and ground floor commercial space. A partial fifth floor is provided for amenity space.

LOCATION:	14455 - 64 Avenue
ZONING:	C-5
OCP DESIGNATION:	Urban
NCP DESIGNATION:	Mixed Commercial/Residential Townhouses



112 AVE 104 AVE GUILDFORD WHALLEY 96 AVE 88 AVE FLEETWOOD 80 AVE 72 AVE NEWTO CLOVERDALE **64 AVE 56 AVE** 48 AVE 120 ST **40 AVE 32 AVE** SOUTH SURREY 24 AVE **16 AVE** 144 ST 152 ST 136 ST **128 ST** 8 AVE 160 ST 0 AVE 184 ST 192 ST 168 ST 176 ST

Page 2

RECOMMENDATION SUMMARY

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

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Proposing an amendment to the Official Community Plan (OCP) from Urban to Multiple Residential.
- Proposing an amendment to the South Newton Neighbourhood Concept Plan (NCP) from Mixed Commercial/Residential Townhouses to Mixed Commercial/Residential Apartments.

RATIONALE OF RECOMMENDATION

- The application proposes an amendment to the site's Urban Official Community Plan (OCP) designation as the proposed mixed-use form of development with a unit density in excess of 72 units per hectare (30 upa) is not supported under the Urban designation.
- The application proposes an amendment to the site's Mixed Commercial/Residential Townhouses designation in the South Newton Neighbourhood Concept Plan (NCP) given the current proposal is for a mixed-use form of development with commercial and apartment units which is not supported under the current land use designation. The apartment units are to be market rental units that will be secured by a Housing Agreement.
- The proposal complies with the General Urban designation in the Metro Vancouver Regional Growth Strategy (RGS).
- The proposed density and building form are appropriate for this part of South Newton.
- The proposal complies with the Development Permit requirements in the OCP for Form and Character.
- The proposed setbacks achieve a more urban, pedestrian streetscape in compliance with the South Newton Neighbourhood Concept Plan (NCP) and in accordance with the Development Permit (Form and Character) design guidelines in the OCP. The proposed setbacks are 4.5 metres to the east, adjacent to the backyard of townhouses, 6 metres to the west, adjacent to the gas station, 4 metres to the south, along 64 Avenue, and over 7.5 metres to the north, adjacent to townhouses.

- As the proposal is for market rental residential units, the applicant will not be required to provide a density bonus amenity contribution consistent with the Tier 1 or Tier 2 Capital Projects Community Amenity Contributions (CACs), in support of the requested increased density. A Restrictive Covenant will be registered deferring the fees until or if such time as the tenure changes.
- The proposed building achieves an attractive architectural built form, which utilizes high quality, natural materials, and contemporary lines. The street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.

RECOMMENDATION

The Planning & Development Department recommends that:

- 1. A By-law be introduced to amend the OCP Figure 3: General Land Use Designations for the subject site from Urban to Multiple Residential and a date for Public Hearing be set.
- 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 "Neighbourhood Commercial Zone (C-5)" to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
- 4. A By-law be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.
- 5. Council authorize staff to draft Development Permit No. 7919-0284-00 generally in accordance with the attached drawings (Appendix II).
- 6. Council instruct staff to resolve the following issues prior to final 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) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
 - (c) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
 - (d) the applicant enter into a Housing Agreement with the City to restrict a total of 60 dwelling units on the subject site to rental housing for a period of twenty (20) years;
 - (e) submission of an acoustical report for the units adjacent to 64 Avenue and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures;
 - (f) discharge of the existing Restrictive Covenant for public art contribution (CA7435781 and CA7435782), and 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 site, to the satisfaction of the General Manager Parks, Recreation and Culture;

- (g) registration of a Section 219 Restrictive Covenant requiring the applicant to pay all applicable contributions for Public Art, Affordable Housing and/or Capital Projects Community Amenity Contributions should the project be converted from rental housing to market units at any point in the future, after expiry of the housing agreement;
- (h) discharge of the existing Easement Agreements (BA91814, BA91815, BA91816, BA91817, BA91822, BA91823, BA91824, BA91826 and BC91827) with the neighbour to the west, and registration of a new one, reflecting the proposed driveway and drive aisle alignment, and allowing for a portion of the building to be built over the easement on the second storey; and
- (i) discharge of an existing Restrictive Covenant (BB75429) prohibiting gas stations, as it is also not allowed in the existing or proposed zones.
- Council pass a resolution to amend the South Newton Neighbourhood Concept Plan (NCP) to redesignate the land from Mixed Commercial/Residential Townhouses to Mixed Commercial/Residential Apartments when the project is considered for final adoption.

Direction	Existing Use	NCP Designation	Existing Zone
Subject Site	Vacant	Mixed Commercial/ Residential Townhouses	C-5
North:	Townhouses	Townhouses	RM-30
East:	Townhouses	Townhouses	RM-30
South (Across 64 Avenue):	Sullivan Heights Park	Existing and Future Parks	A-1/RA
West:	Esso Gas Station and On the Run convenience store	Townhouses 15 upa or Mixed Commercial/ Residential Townhouses	CD By-law No. 15443

SITE CONTEXT & BACKGROUND

Context & Background

- The site is designated Urban in the Official Community Plan and has two designations in the South Newton Neighbourhood Concept Plan: Townhouses 15 upa, or Mixed Commercial/ Residential Townhouses.
- The site is currently zoned C-5, Neighbourhood Commercial, and had a Development Permit recently approved with the rezoning to C-5 as part of Development Application No. 7915-0425-00, which also included the townhouses to the north and east of the site, as well as conveyance of the riparian area adjacent to Archibald Creek to the north. The site was subdivided from the Townhouse site, creating two separate properties: one with townhouses, and one with commercial units. The applicant has built the townhouses to the north and east of the subject site and applied for a new proposal on the commercial portion, for a mixed-use development with rental residential units.

Page 6

• The site is currently vacant and has no trees. The site is relatively flat.

DEVELOPMENT PROPOSAL

Planning Considerations

- The proposal includes an amendment to the Official Community Plan (OCP) from "Urban" to "Multiple Residential", an amendment to the South Newton Neighbourhood Concept Plan (NCP) from "Mixed Commercial/Residential Townhouses" to "Mixed Commercial/Residential Apartments", a rezoning from "Neighbourhood Commercial (C-5) Zone" to "Comprehensive Development Zone (CD)", and a Development Permit for Form & Character to allow for a mixed-use development with 979 square metres of commercial space on the ground floor, and 60 residential units above.
- The proposed Comprehensive Development (CD) Zone will be based on the "Neighbourhood Commercial (C-5) Zone" and the "Multiple Residential 70 (RM-70) Zone".
- The proposed development will have 11 commercial units on the ground floor and 60 rental residential apartments above, with a total floor area of 6,550 square metres, representing a Floor Area Ratio of 1.50.
- All 11 commercial units are proposed facing 64 Avenue, 6 units on the west of the drive aisle and 5 units on the east of the drive aisle. 28 of the required 31 parking stalls for commercial units are proposed at grade behind the building, and another 3 parking stalls are proposed in the underground parking facility, adjacent to visitor stalls for the residential units.
- For the rental apartments, 60 units are proposed in total with 21 units one-bedroom units and 39 two-bedroom units. All 99 residential and visitor parking spaces are provided in the underground parking facility. Both indoor and outdoor amenity areas exceed the minimum required with both spaces proposed on the partial fifth storey, in the rooftop area.

	Proposed
Lot Area	
Gross Site Area:	4,371.2 square metres
Road Dedication:	n/a
Undevelopable Area:	n/a
Net Site Area:	4,371.2 square metres
Number of Lots:	1
Building Height:	18 metres
Unit Density:	137 uph / 56 upa
Floor Area Ratio (FAR):	1.50
Floor Area	
Residential:	5,571 square metres
Commercial:	979 square metres
Total:	6,550 square metres
Residential Units:	
Studio:	n/a
1-Bedroom:	21 units
2-Bedroom:	39 units

	Proposed
3-Bedroom:	n/a
Total:	60 units

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:	The School District has advised that there will be approximately 6 of school-age children generated by this development, of which the School District has provided the following expected student enrollment.
	3 Elementary students at Hyland Elementary School 3 Secondary students at Sullivan Heights Secondary School
	(Appendix III)
	The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Winter 2023/2024.
Surrey Fire Department:	No concerns.
Advisory Design Panel:	The proposal was considered at the ADP meeting on April 22, 2021 and was 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 by-law, to the satisfaction of the Planning and Development Department.

Transportation Considerations

- One vehicular access is proposed mid-way through the site, dividing the commercial units, and covered by the residential units above. There is an additional access to the west, through an access easement agreement with the gas station adjacent the site. The applicant is proposing one level of underground parking.
- No road dedications are required as part of this proposal.
- The site is well served by bike and bus routes, both on 64 Avenue and 144 Street, with bus stops for all bus routes within 150 metres walking distance.

• The site has some existing easements with the neighbour to the west for cross-access (BA91814, BA91815, BA91816, BA91817, BA91822, BA91823, BA91824, BA91826 and BC91827). These are all proposed to be discharged, with new easements registered, reflecting the proposed driveway alignment, and allowing a portion of the building to be built over the easement, on the second storey.

Sustainability Considerations

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

POLICY & BY-LAW CONSIDERATIONS

Official Community Plan

Land Use Designation

• The site is designated Urban in the OCP and the proposal includes a redesignation from Urban to Multiple Residential.

Amendment Rationale

- The OCP Urban designation allows for densities of up to 72 units per hectare (30 units per acre) and support mixed-use buildings for the same density.
- The proposal has a total residential density of 137 units per hectare (56 units per acre), triggering an OCP amendment. The amendment to Multiple Residential allows for a total FAR of 1.5.
- The proposed building form and scale are suitable for this area in South Newton, as it faces a major arterial road. The provision of commercial space on the ground floor meets the original intent of the NCP of a mixed-use form of development. The provision of 60 rental apartment units on the upper floors will help support the commercial units, as well as the City's Affordable Housing strategy.
- The proposed development will not be subject to the Tier 1 or Tier 2 Capital Plan Project CACs for proposed density greater than the OCP designation, as described in the Community Amenity Contribution section of this report. As a rental residential proposal, CAC contributions will be deferred should the project be converted from rental housing to market units at any point in the future, after expiry of the housing agreement.
- Pursuant to Section 475 of the <u>Local Government Act</u>, it was determined that it was not necessary to consult with any persons, organizations or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.

Themes/Policies

The following OCP policies are being met through the subject application (staff comments are provided in italics):

• A1.1 Support compact and efficient land development that is consistent with the Metro Vancouver Regional Growth Strategy (RGS) (2011).

(The proposed development complies with the RGS designation and is a compact and efficient development.)

- A1.3 Accommodate urban land development according to the following order of growth management priorities:
 - a) City Centre and Town Centre locations well-served by local services, infrastructure, and transit; and
 - b) Vacant or under-development commercial, mixed-use and multi-family locations in existing urban areas, particularly along transit corridors and areas well-served by existing community amenities and infrastructure.

(The proposed development is located on a vacant piece of land, close to two arterial roads, and is well served by bus and bike routes.)

- A4.2 Encourage the full and efficient build-out of existing planned urban areas in order to:
 - Balance residential and business development;
 - provide housing options; and
 - provide amenities for residents.

(The proposed mixed-use development will provide commercial amenities and apartment living options in South Newton.)

• B2.14 Encourage underground parking and provide landscaped open spaces and pedestrian environments in place of surface parking.

(All of the required residential and visitor parking, and a portion of the commercial parking is proposed in the underground parking structure.)

- B6.2 Integrate principles of urban design into the planning of neighbourhoods and centres and as part of development review processes, including:
 - Ensuring compatibility of scale, massing and architecture with adjacent sites; and
 - Providing diversity, choice, and variety within a coherent, consistent physical environment.

(The proposed development's height and massing fit well within the neighbourhood context, creates an attractive streetscape/public realm and provides market rental housing options.)

• B6.4 Ensure new development responds to the existing character and scale of its surroundings, creating compatibility between adjacent sites and within neighbourhoods.

(The proposed development is sensitive to adjacent developments as well as providing high quality architectural design on an arterial road.)

- B6.6 Design buildings to enhance the activity, safety and interest of adjacent public streets, plazas, and spaces by:
 - Locating buildings so that they directly face public streets;
 - Placing street-facing retail uses on the ground floor; and
 - Providing doors, windows, and "active" building faces along public streets.

(The proposed development has street-facing retail units on 64 Avenue.)

• B6.18 Where there is underground parking, ensure it is safe and accessible.

(The proposed development has underground parking that is safe and accessible.)

• C1.2 Encourage the development of more compact and efficient land uses and servicing systems, emphasizing infill and intensification in order to use existing infrastructure systems efficiently and to minimize the costs of new utility infrastructure.

(The proposed development is of a sufficient density to utilize existing infrastructure systems efficiently.)

• D4.7 Support building designs that allow for mixed use, combining work and living spaces to reduce the need to travel for employment purposes.

(The mixed-use proposal incorporates 11 commercial units and 60 rental residential units.)

- F3.4 Affordable housing projects should generally be located:
 - o on transit routes
 - o in close proximity to schools
- F3.22 Promote affordable family housing in City Centre, Town Centres and other locations accessible to frequent transit service by encouraging a mix of unit types including two-bedroom and three-bedroom apartments in new developments.

(The proposal includes the provision of rental units, with 21 one-bedroom units and 39 twobedroom units, secured through a Housing Agreement for at least 20 years. Public Art, Affordable Housing and Capital Projects Community Amenity Contributions will all be deferred while the units remain rental.)

Page 11

Secondary Plans

Land Use Designation

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

Amendment Rationale

- The South Newton NCP identifies the subject site as Townhouses, or Mixed-Use Commercial Residential (townhouses), recognizing the opportunity for the addition of commercial uses in close proximity to two arterial roads (64 Avenue and 144 Street). The previous proposal on the site complied with the intent of the original designation, by providing two separate developments: one with townhouses and one with commercial. The applicant has built the townhouses to the north and east but has submitted the subject application to include rental housing as part of the commercial development in a mixed-use project.
- Given the location of the site and the need for purpose-built rental in the City, there is rationale for the amendment from Mixed Commercial/Residential Townhouses to Mixed Commercial/Residential Apartments.
- The proposed development will not be subject to the Tier 1 or Tier 2 Capital Plan Project CACs for proposed density greater than the Secondary Plan designation, as described in the Community Amenity Contribution section of this report, given the proposal is for rental residential units.

Themes/Objectives

- 4.1 Architectural compatibility in terms of scale and massing between adjoining developments is recommended.
- 4.3 Architectural compatibility in terms of scale, massing, finishing materials between buildings is highly recommended.
- 4.4 Buildings along arterial roads should be designed to include glazing as a major component.
- 4.7 Fascia signs facing the street may be permitted provided they are integrated and/or coordinated with the architecture of the buildings.
- 4.17 Signage should be architecturally coordinated with the overall design of the building.

• 4.19 CPTED principles should be followed.

(The proposal is compatible with the adjacent developments and is well designed for a mixed-use development along an arterial road. CPTED principles have been followed, no free-standing sign is proposed, and signage is coordinated architecturally).

CD By-law

- The applicant is proposing a "Comprehensive Development Zone (CD)" to accommodate a proposed mixed-use development on the subject site. The proposed CD By-law for the development site identifies the uses, densities and setbacks. The CD By-law will have provisions based on the "Neighbourhood Commercial Zone (C-5)" and the "Multiple Residential 70 Zone (RM-70)".
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the C-5 Zone, RM-70 Zone and the proposed CD By-law is illustrated in the following table:

Zoning	C-5 Zone (Part 35)	RM-70 Zone (Part 24)	Proposed CD Zone
Unit Density:	n/a	n/a	n/a
Floor Area Ratio:	0.50	1.50	1.50
Lot Coverage:	50%	45%	45%
Yards and Setbacks	7.5 m	7.5 m	South: 4 m
			North: 9.5 m
			East: 4.5 m
			West: 6 m
Principal Building	9 m	50 m	18 m
Height:			

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Permitted Uses:	1. The following uses are	1. Multiple unit	1. Multiple unit residential
	permitted provided that	residential buildings	building, provided that no
	the gross floor area of	and Ground-Oriented	residential uses are
	each individual business	Multiple Unit	located on the ground
	does not exceed 370	Residential Buildings.	floor.
	square metres:	2. Child care centres,	2. The following uses are
	(a) Retail stores	provided that such	permitted provided that
	excluding the following: i. adult	centres:	the gross floor area of
		(a) Do not constitute a	each individual business
	entertainment	singular use on the lot;	does not exceed 370
	stores; and	and (\mathbf{h}) Do not succeed a	square metres:
	ii. auction houses.	(b) Do not exceed a	(a) Retail stores excluding
	iii. secondhand	total area of 3.0 square	adult entertainment
	stores and	metres per dwelling	stores and second-hand
	pawnshops.	unit.	stores and pawnshops.
	(b) Personal service uses		(b) Personal service uses
	limited to the following:		excluding body rub
	i. Barbershops;		parlours.
	ii. Beauty parlours;		(c) General service uses
	iii. Cleaning and		excluding funeral parlours
	repair of clothing;		and drive-through banks.
	and		(d) Eating establishments
	iv. Shoe repair shops;		excluding drive-through
	(c) Eating		restaurants.
	establishments		(e) Neighbourhood pubs.
	excluding drive-through		(f) Office uses excluding
	restaurants;		the following:
	(d) Neighbourhood		i. Social escort
	pub;		services
	(e) Office uses		ii. Methadone clinics
	excluding the following:		iii. Marijuana
	i. social escort		dispensaries
	services		(g) Indoor recreational
	ii. methadone clinics		facilities.
	(f) General service uses		(h) Community services.
	excluding funeral		(i) Child care centres.
	parlours, drive-through banks and vehicle		
	rentals;		
	(g) Indoor recreational facilities;		
	(h) Community		
	services; and		
	(i) Child care centres.		
	2. One dwelling unit per		
	lot provided that the		
	dwelling unit is:		
	(a) Contained within		
	the principal building;		
	and		
	(b) Occupied by the		
	owner or the owner's		
	employee, for the		
	protection of the		
	businesses permitted on		
	the lot.		
		1	

Amenity Space			
Indoor Amenity:	n/a	3 m ² per unit (180 m ² for 60 units)	The proposed 181 m ² meets the Zoning By- law requirement.
Outdoor Amenity:	n/a	3 m² per unit (180 m² for 60 units)	The proposed 408 m ² meets the Zoning By- law requirement.
Parking (Part 5)		Required	Proposed
Number of Stalls			
Commercial:		29	31
Residential Ground	-Oriented:	n/a	n/a
Residential:		86	87
Residential Visitor:		12	12
Total:		127	130
Tandem (%):		n/a	n/a
Bicycle Spaces			
Residential Secure I	Parking:	78	81
Residential Visitor:	-	6	16

- The setbacks have been reduced from 7.5 metres to 4.0 metres along the 64 Avenue, 4.5 metres to the east, along the townhouses, and 6.0 metres to the west, to provide a more urban interface.
- The Floor Area Ratio is the same as RM-70, at 1.50, as is the lot coverage, at 45%.
- The proposed building height of 18 metres, reflects the FAR and the context of a 4-storey building. The C-5 zone permits a maximum building height of 9 metres whereas the RM-70 Zone allows up to 50 metres.
- In terms of land use, multiple unit residential building are a permitted use, as are most of the commercial uses permitted under C-5, with some additional uses allowed under Personal Services, while maintaining the maximum individual business size of 370 square metres .
- The C-5 Zone restricts Personal Services to barbershops, beauty parlours, cleaning and repair of clothing and shoe repair shops, and the CD Zones allows for all Personal services with the exclusion of body rub parlours. The caretaker suite, allowed in the C-5 Zone has been removed from the proposed CD Zone.

Capital Projects Community Amenity Contributions (CACs)

• On December 16, 2019, Council approved the City's Community Amenity Contribution and Density Bonus Program Update (Corporate Report No. R224; 2019). The intent of that report was to introduce a new City-wide Community Amenity Contribution (CAC) and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan.

• The proposed development will not be subject to the Tier 1 or Tier 2 Capital Plan Project CACs, as the proposal includes 100% market rental residential units. A Restrictive Covenant will be registered making the CAC payable if there is a change in tenure 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 applicant will be required to register a Section 219 Restrictive Covenant, making the fees payable if the is a change in tenure, to address the City's needs with respect to the City's Affordable Housing Strategy.

Public Art Policy

- The applicant will be required to provide public art, or register a Restrictive Covenant agreeing to provide cash-in-lieu, at a rate of 0.5% of construction value, to adequately address the City's needs with respect to public art, in accordance with the City's Public Art Policy requirements. The applicant will be required to resolve this requirement prior to consideration of Final Adoption.
- The contribution will be required for the commercial portion of the site and will be applicable to the residential portion only if there is a change in tenure from the market rental residential units.

PUBLIC ENGAGEMENT

• Pre-notification letters were sent on June 23, 2020, and the Development Proposal Signs were installed on June 25, 2020. Staff received no responses from neighbours or from the Panorama Neighbourhood Association or the Sullivan Amateur Athletic and Community Association.

DEVELOPMENT PERMITS

Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character and the urban design guidelines in the South Newton Neighbourhood Concept Plan (NCP).
- The proposed development generally complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the South Newton Neighbourhood Concept Plan (NCP).

- The applicant has worked with staff to increase the building presence on the street, enhance the pedestrian experience in and around the site, and develop a proposal that is compatible with the context by giving an appropriate building setback and height.
- The applicant is proposing a four storey mixed-use development inclusive of 11 commercial retails units on the ground floor, and three floors of residential containing 60 market rental residential units. A partial fifth storey is provided where amenity spaces are proposed for indoor and outdoor amenity spaces.
- The form and character of the proposed development applies similar design features from the adjacent townhouse development that are modified to include the commercial base of the building. The architectural features include sloped roofs with gable ends to break up the building scale with a limited flat roof area for the outdoor amenity space.
- Ample storefront glazing with stone clad pilasters and individual CRU doors give direct street access to define an active commercial realm along 64 Avenue. The residential floors above, are comprised of balconies and fibre cement cladding of various earth tones for a muted overall colour composition.
- The ground floor commercial units are bisected by the central driveway, with the upper residential building floors spanning over this area. The residential floors are composed of units arranged along a double-sided corridor, including where the building bridges over the drive below.
- The commercial units range in size from 70 square metres to 105 square metres each, and have direct unit entry (access) to 64 Avenue. The central driveway through the building divides them into two groups, with 6 units on the western portion and 5 units on the eastern portion. The driveway includes walkways on both sides, and a secondary residential lobby is to the east. The main lobby is located within the west building street frontage.
- The residential units are proposed with 39 one-bedroom units (48 to 72 square metres each) and 21 two-bedroom units (73 to 85 square metres each).
- Signage for the commercial units are proposed as under-canopy signage (blade signage), in a design compatible with the architectural features of the building. All proposed signage complies with the Surrey Sign By-law. Some breezeway wayfinding signage is also proposed.

Landscaping

- Landscaping is comprised of planters in combination with a retail walkway along 64 Avenue at the commercial frontage, a landscape buffer along the north and east portions of the side, and some landscape islands at the back of the building. The outdoor amenity space is proposed at the rooftop level and is discussed later in this report.
- The new trees on the site will consist of a variety of trees and shrubs including Japanese Maple, Columnar Red Maple, Eastern Redbud, Chinese Dogwood, Purple fastigiate Beech, Skyline Honey Locust, Serbian Spruce, Red Osier Dogwood, Portuguese Laurel, White Meidiland Rose, David's Viburnum and a variety of lawn.

Indoor Amenity

- The Zoning By-law requires that 180 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 181 square metres of indoor amenity meets the minimum required under the Zoning By-law. The indoor amenity space is proposed on the fifth floor on the top of the building, adjacent the outdoor amenity space.
- The indoor amenity space is proposed to be programmed into a party room and an exercise room, with two accessible washrooms. The party room area opens directly into the outdoor amenity space.

Outdoor Amenity

- The applicant is proposing a total of 408 square metres of outdoor amenity space, which is substantially more than the area required under the Zoning By-Law.
- The outdoor amenity is located on the rooftop and is adjacent to the indoor amenity space. The space includes several seating areas, a community garden and a playground.

Outstanding Items

- There are a limited number of Urban Design items that remain outstanding, and which do not affect the overall character or quality of the project. The south building elevation requires further design development, particularly for the relationship between the upper residential and lower commercial floors. Other items include minor adjustments to the landscaping and for pedestrian movement.
- The applicant has been provided a detailed list identifying these requirements and has agreed to resolve these prior to Final Approval of the Development Permit, should the application be supported by Council.

TREES

• Max Rathburn, 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:

Tree Species	Existing	Remove	Retain
(excluding	Deciduous Trees g Alder and Cottonwo	ood Trees)	
Pink Oak	4	0	4
Gary Oak	2	0	2
Ash	3	0	3

Table 1: Summary of Tree Preservation by Tree Species:

Tree Species	Ex	isting	Remove	Retain
Total (excluding Alder and Cottonwood Trees)		9	o	9
Total Replacement Trees Proposed	1			
(excluding Boulevard Street Trees)		0		
Total Retained and Replacement Trees		9		
Contribution to the Green City Program		n/a		

- The Arborist Assessment states that there is a total of 9 mature trees on the site, with no Alder and Cottonwood trees. It was determined that all 9 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.
- The new trees on the site will consist of a variety of trees and shrubs including Japanese Maple, Columnar Red Maple, Eastern Redbud, Chinese Dogwood, Purple fastigiate Beech, Skyline Honey Locust, Serbian Spruce, Red Osier Dogwood, Portuguese Laurel, White Meidiland Rose, David's Viburnum and a variety of lawn.
- In summary, a total of 9 trees are proposed to be retained or replaced on the site with no contribution to the Green City Program.

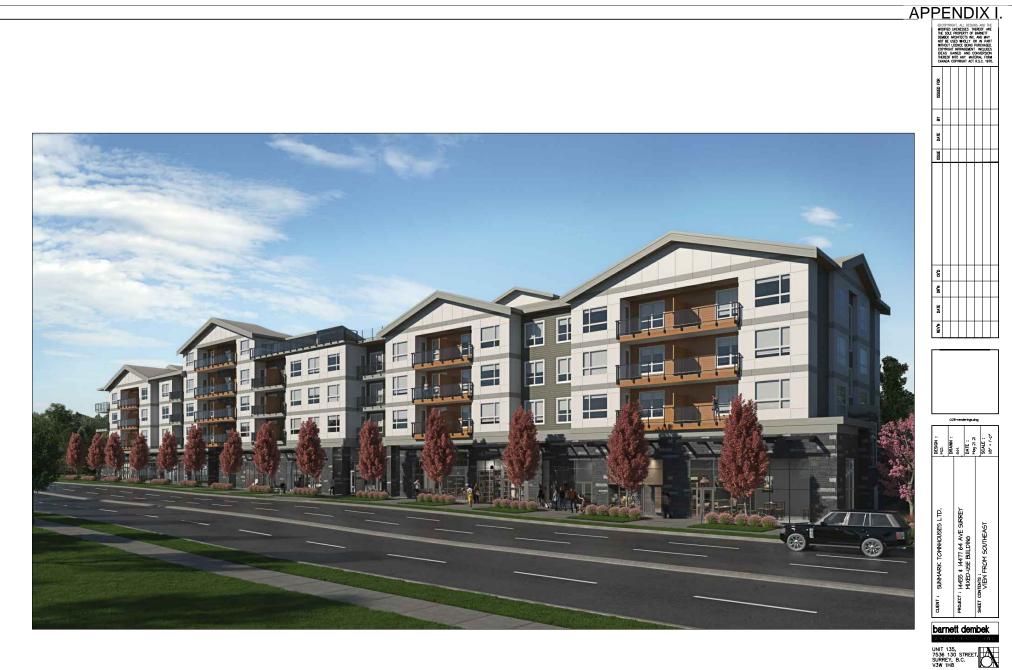
INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

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

approved by Shawn Low

Jean Lamontagne General Manager Planning and Development



VIEW FROM SOUTHEAST

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 (604)
 597-7100

 FAX:
 (604)
 597-2039

 EMAIL:
 mail@bdarkitex.com

 CLENT NO.
 AEC-0.1

 PROJECT NO.
 REV. NO.

 IdOOB
 10008



VIEW FROM NORTHWEST

 PHONE:
 (604)
 597-7100

 FAX:
 (604)
 597-2099

 EMAIL:
 mail@bdarkitex.com

 CUENT NO.
 SHEET NO.

 AC-O.2
 PROJECT NO.

 PROJECT NO.
 REV. NO.

 IGOOB
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REARVIEW AT DRIVETHRU

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CLENT: SUNMARK TOWNHOUSES LTD.		PROJECT : 14455 & 14471 64 AVE SURREY MIXED-USE BUILDING			SHEET CONTENTS : RENDERING					
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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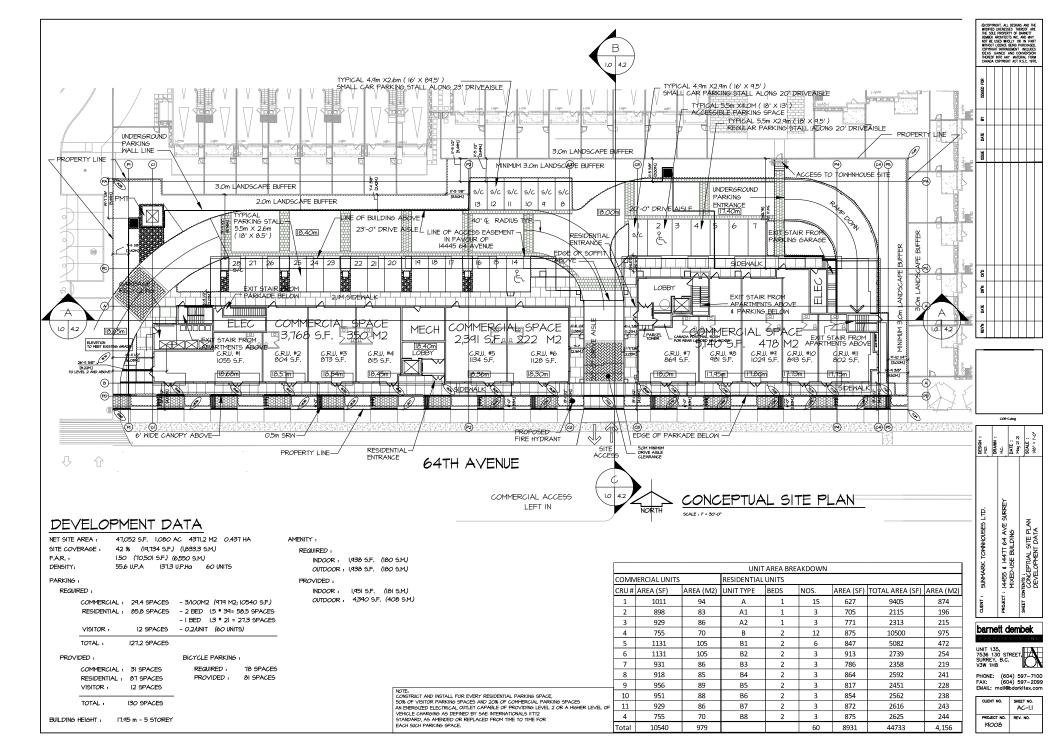
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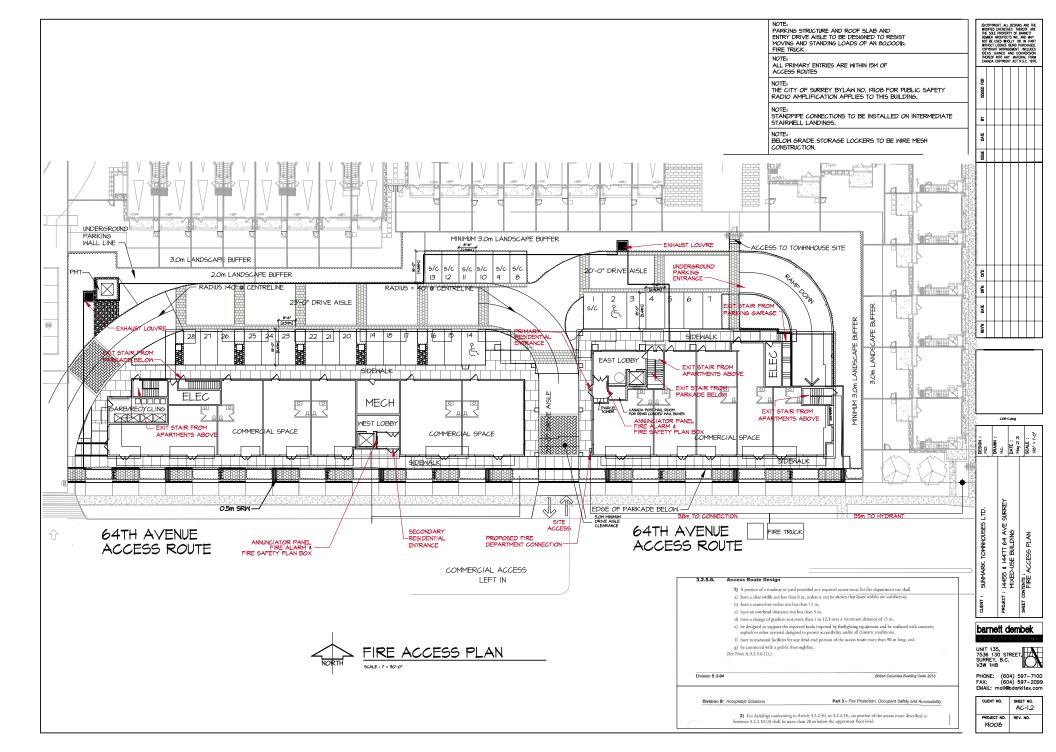
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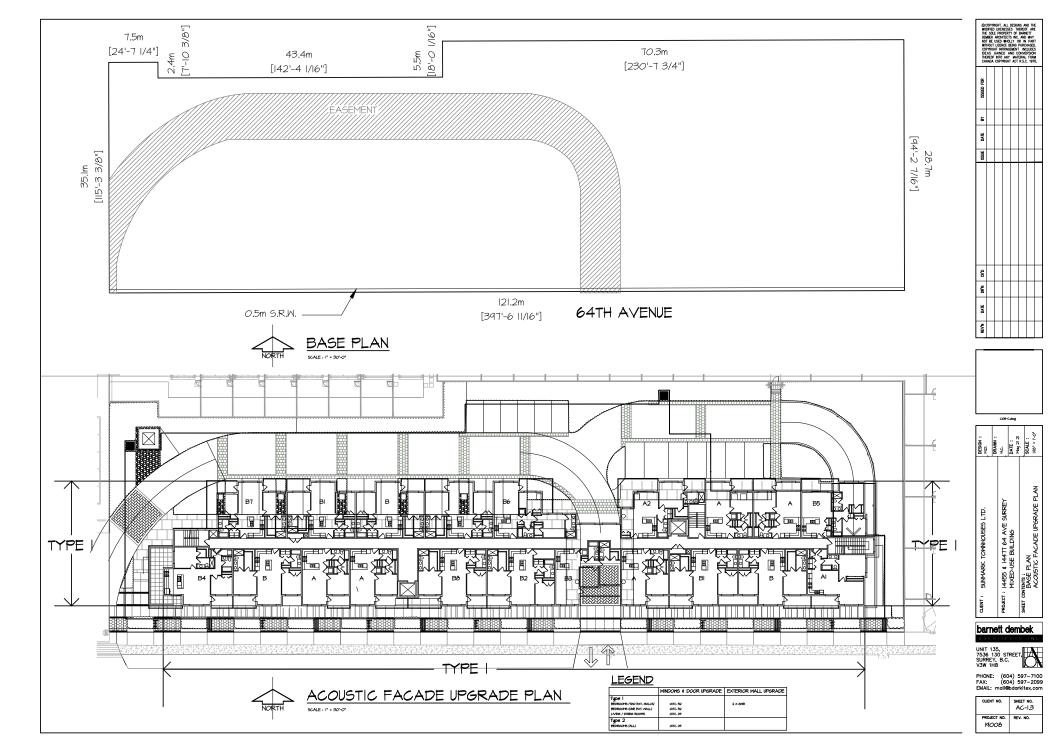
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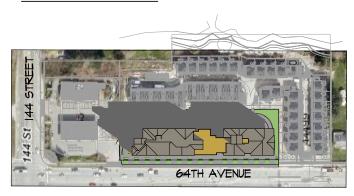




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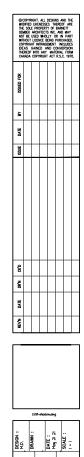
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PROJECT : 14455 & 14477 64 AVE SURREY MIXED-USE BUILDING CLENT : SUNMARK TOWNHOUSES LTD.

barnett dembek

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

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

PROJECT NO.

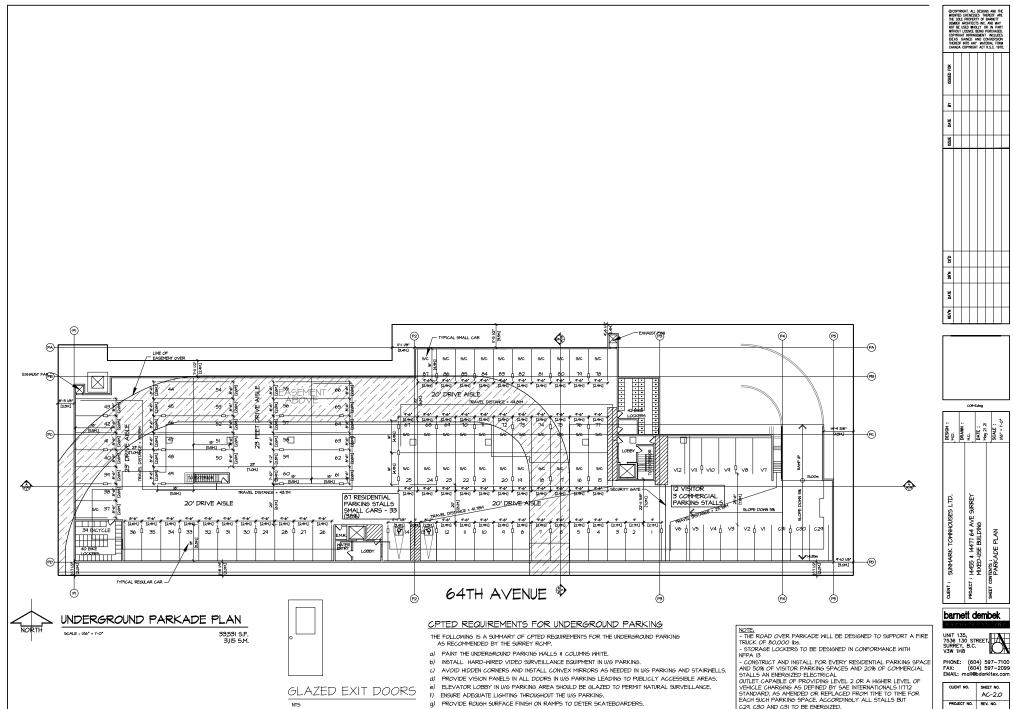
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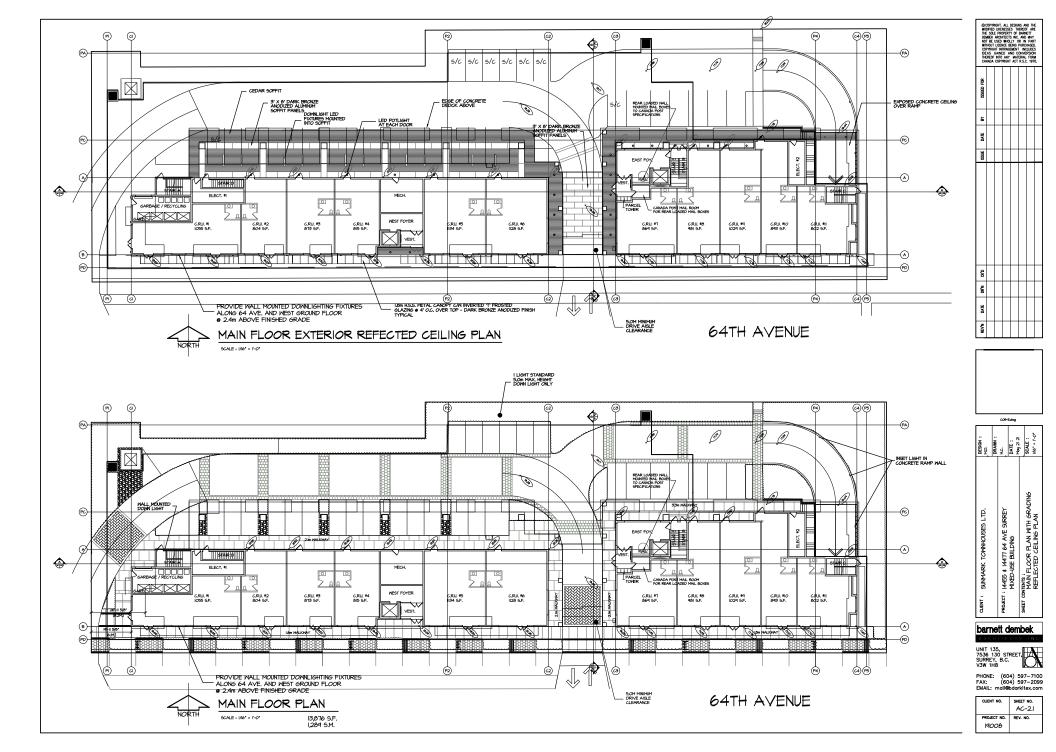
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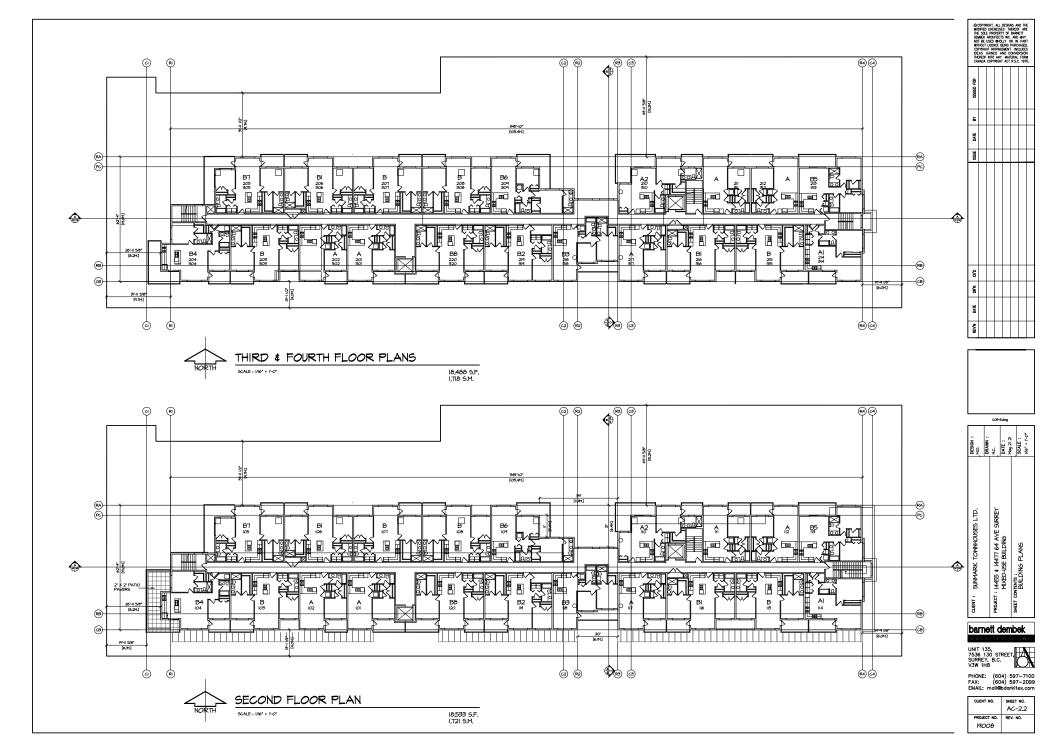
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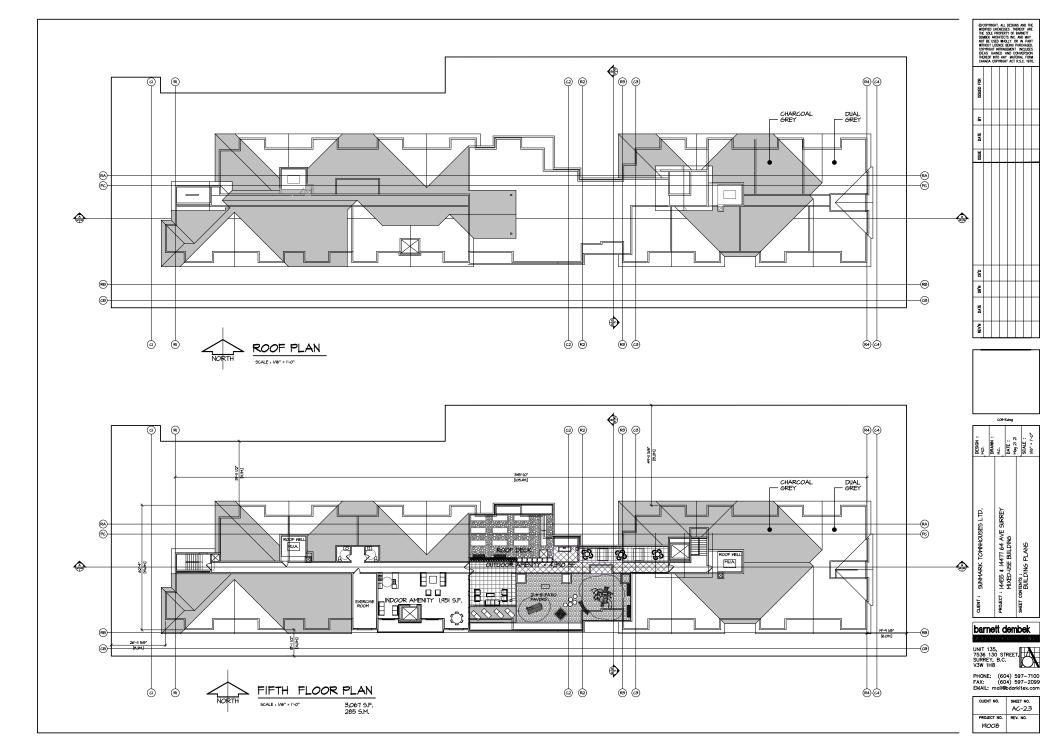
HET CONTENTS : SHADOW ANALYSIS

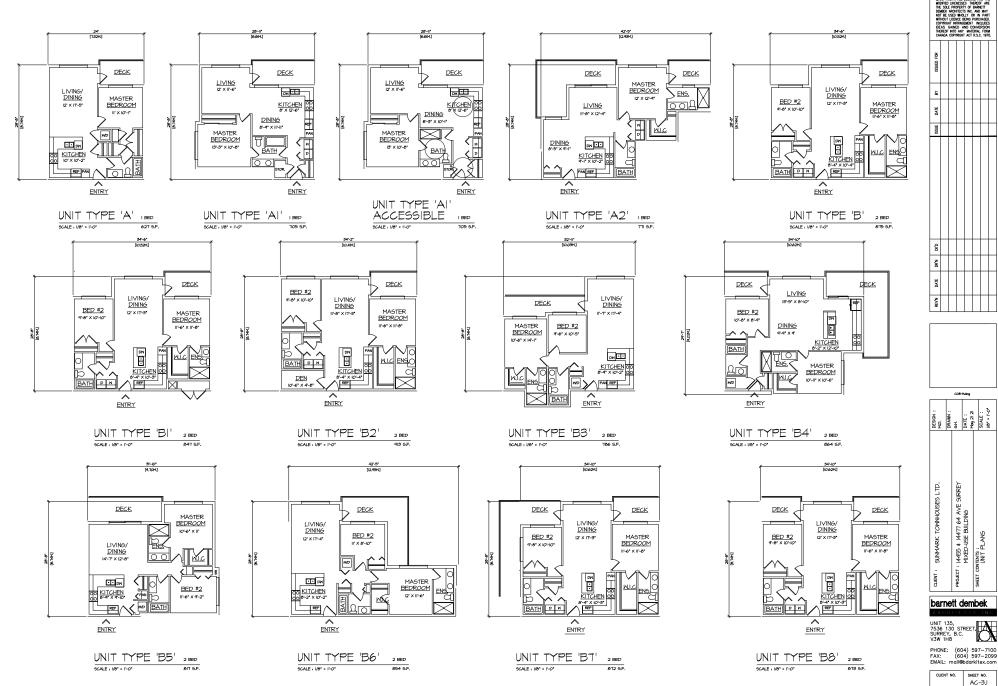








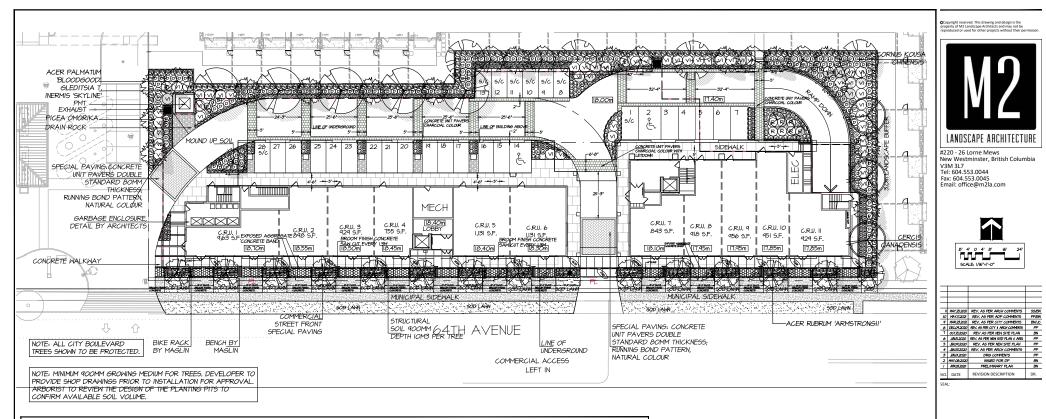




AC-3. PROJECT NO. REV. NO. 19008







PLANT	SCHEDULE		M2 JOB NUMBER: 20-018
KEY QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE			
6	ACER PALMATUM 'BLOODGOOD'	JAPANESE MAPLE	5CM CAL; B&B UPRIGHT FORM
A 14	ACER RUBRUM 'ARMSTRONGII'	COLUMNAR RED MAPLE	5CM CAL; I.5M STD; B∉B
HOL 3	CERCIS CANADENSIS	EASTERN REDBUD	5CM CAL; B∉B
2.9 3	CORNUS KOUSA 'CHINENSIS'	CHINESE DOGWOOD	3M HT; B≰B
Here 6	FAGUS SYLVATICA 'DAWYCKII PURPLE'	PURPLE FASTIGIATE BEECH	5CM CAL
5	GLEDITSIA T. INERMIS 'SKYLINE'	SKYLINE HONEY LOCUST	5CM CAL; I.5M STD; B&B
20	PICEA OMORIKA	SERBIAN SPRUCE	3M HT; B≰B

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 MINIMM 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.

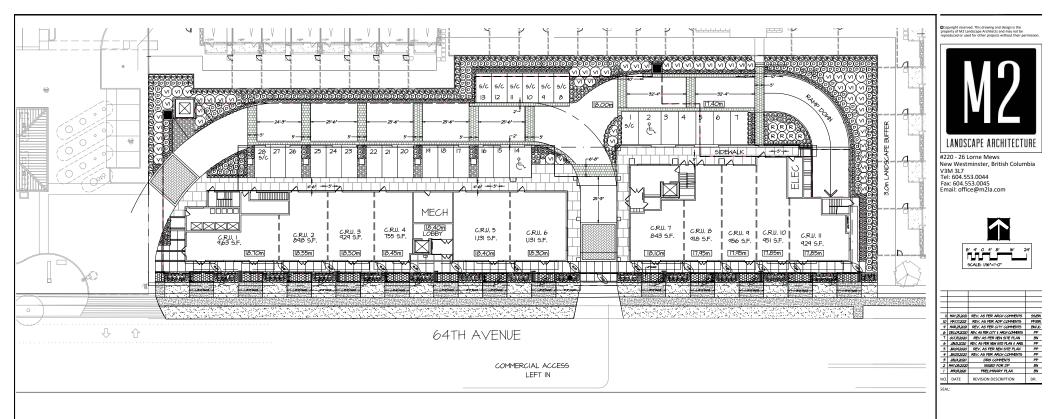
ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

14455 64th AVE SURREY, BC



PROJECT-





PLAN	SCHEDULE		M2 JOB NUMBER: 20-018
KEY QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
SHRUB			
	CORNUS SERICEA	RED OSIER DOGWOOD	#2 POT; 50CM
A 187	PRUNUS LUSITANICA	PORTUGESE LAUREL	#2 POT; 40CM
A7	ROSA 'WHITE MEIDILAND'	WHITE MEIDILAND ROSE	#2 POT
K 1	ROSA RUGOSA 'ALBA'	RUGOSA ROSE	#2 POT
D 201 187 187 197 187 197 197 197 197	VIBURNUM DAVIDII	DAVID'S VIBURNUM	#3 POT; 50CM
GRASS			
(FI) 372	HAKONECHLOA MACRA 'ALL GOLD'	JAPANESE FOREST GRASS	#2 POT
(FI) 372 (P) 102	PENNISETUM ALOPECUROIDES 'HAMELIN'	DWARF FOUNTAIN GRASS	#I POT
6C 133	CORNUS CANADENSIS	BUNCHBERRY	#I POT: 20CM
(J) 105	LONICERA PILEATA	PRIVET HONEYSUCKLE	#I POT

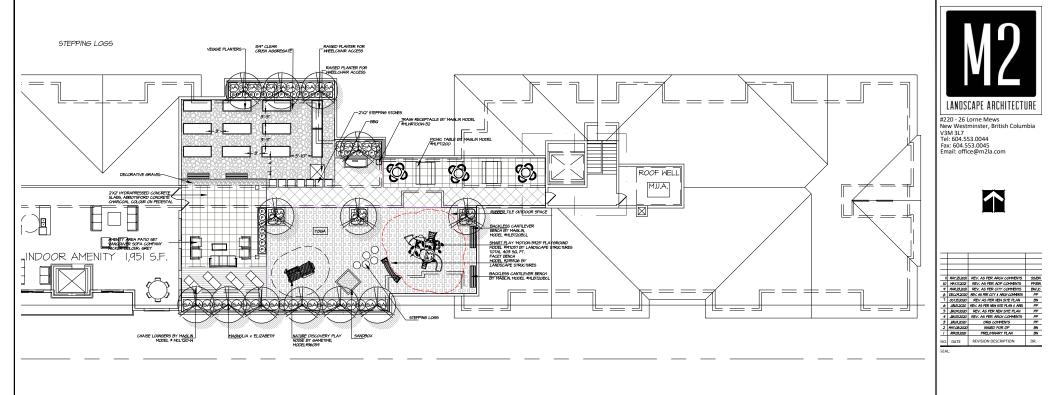
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ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

PROJECT: 14455 64th AVE SURREY, BC



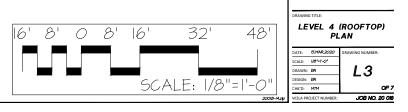
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PLANT	SCHEDULE		M2 JOB NUMBER: 20 018
KEY QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
SHRUB	MAGNOLIA x 'ELIZABETH'	ELIZABETH MAGNOLIA	I.ØM HT; B¢B
5A 43	SARCOCOCCA HOOKERANA 'RUSCIFOLIA'	FRAGRANT SARCOCOCCA	#3 POT; 40CM
60			
F 43	FESTUCA CINEREA	BLVE FESCUE	#I POT
NOTES: * PLANT	SIZES IN THIS LIST ARE SPECIFIED ACCORDING		CONTAINER SIZES SPECIFIED AS PER

NOTES: *ILANI SIZES IN THIS LIST AKE STREITED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION, CONTAINER SIZES SPECIFIED AS FER CITA STANDARDS, BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMA ACCEPTABLE SIZES, * REFER TO SPECIFICIONS FOR DEPINED CONTAINER MEASIREMENTS 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 LOVER MAILAND AND FRASER VALLEY. * SUBSTITUTIONS OBTAIN HARTTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL INAPPROVED SUBSTITUTIONS WILL BE RELECTED, ALLON A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO 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.



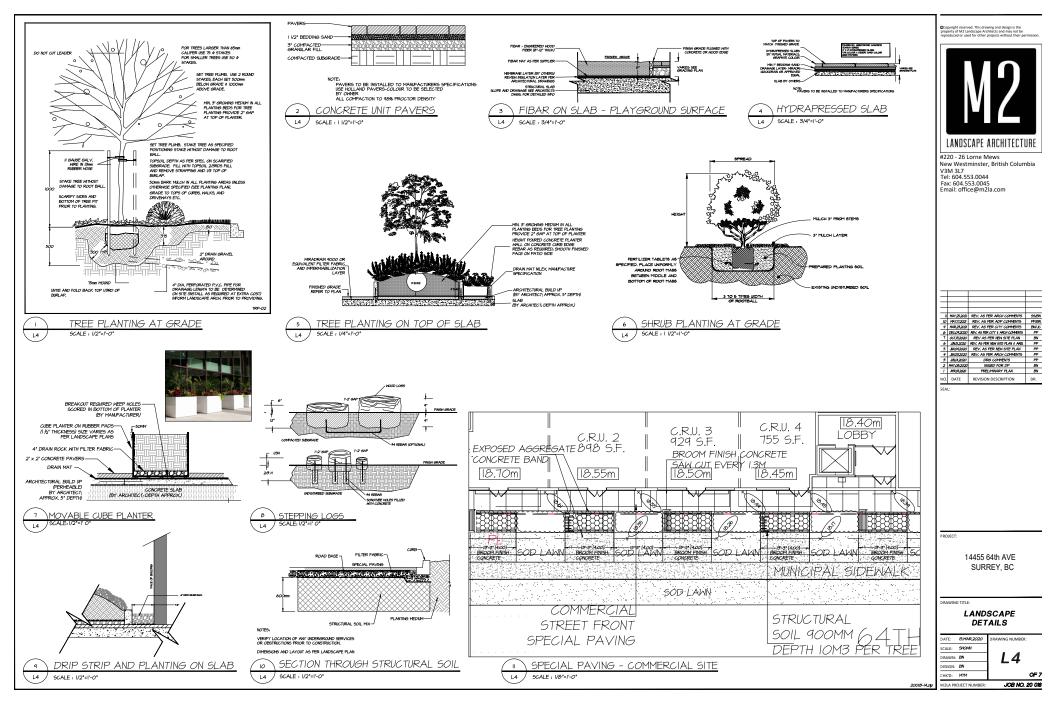
PROJECT:

14455 64th AVE

SURREY, BC

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PART ONE GENERAL REQUIREMENTS	PART THREE SOFT LANDSCAPE DEVELOPMENT 31 RETURNING COSTING THES	PART THREE SOFT LANDSCAPE DEVELOPMENT - CONT	PART THREE SOFT LANDSCAPE DEVELOPMENT - CONT	Copyright reserved. This drawing and design is the property of M2 Landscape Architects and may not be reproduced or used for other projects without their permission.
1 CCC De 21ATEST COTON	HETENTEN OF COSTNE TREES Prior to any write net the protect individual trees or plant groupless indicated as retained on landscape plans as vegetation retention areas. In this match the Landscape Architect.	A Application bete A1 Secret History III Skylan IIIS Instanced 82 Ferritian: TC Apila 100 Backcord 83 Capital Wallians Tis Interse perficit, apply (1) Darkord IV4 Ib. 1 Da of grass seed	3.1. For all part administic la backage includer fraement her right is a clear the Cartrodor's respectively in a writer graving seases if, is his spice, and development and starting in the different in terms of the starting gravity. The prime is development administic administration back to interform the Cartrodor administic administic administic administic administration administra	reproduced or used for other projects without their permission.
Conginy with all articles in the General Conditions of Contract in conjunction with this section unless superseded by other Contract Documents.	2 A physical barrier must be installed to delineate clearing boundaries. Refer to physical barrier detail. If detail not provided, compty with local municipal requirements.	#3 Coastal Widdower His: Where specified, apply (31 lbs/acrel (1/4 lbs 1 lb, of grass seed) #4. Thiles:	The Landscape Architect shall deformine whether maintenance has been satisfratory using the B.C. Landscape Standard, Section 13, Maintenance as the guide. The required maintenance stardard is a animum of Level Three - Redum. Refer to Section XII. Catalizationned Nairtenance.	
2 B.C. Landscape Standard, LATEST EXTIDN, prepared by the B.C. Society of Landscape Architects and the B.C. Landscape & Nursery Association, jointy, All verk and naterials shall neel standards as set out in the B.C. Landscape Standard unless superseded by this specification or as directed by Landscape Architect with written instruction.	3 No machine travel through or within vegetation retention areas or under crowns of trees to be related is allowed.	A.4.1 All the time of Tender provide a complete chart of all components of the mix proposed including mulch, tachifler, water etc. Singled sites require tachifler. A.4.2 Fertilizer:	The Landscape Andrets André derendere winher anathements on lakers with table of a second sec	
3 MASTER MUNCPAL SPECIFICATIONS & STANDARD DETAILS, LATEST EDITION, prepared by the Consulting Engineers of British Columbia, Roadbalders and Heavy Construction Association, and the Nuncipal Engineers Division	A Do not stocipile soil, construction materials, or excavated materials within vegetation referition areas.	.8.4.2. fertilizer 8.4.2.1 Rough Gress II a sal analysis is available, congly with results. 	.W. / Devance from the specifications way require extension of the warranty vehicla as determined by the Landscape Architect.	
A STANDARD FOR LANDSCAPE IRRIGATION SYSTEM, LATEST EDITION Prepared by the Irrigation Industry Association of British Columbia.	5 Do not park, fuel or service vehicles within vegetation referition areas.	9 Accurately resource the quantities of each of the naturalis to be charged into the tank either by mass or by a commonly accepted system of mass-calibrated values executions. The naturalist walls is added to the task which it is being field with water, is the following sequence, seed, for Filters. Thereadyly nic lite a homogeneous starry. After charging, and do water or other matrix it is the nature. Beat litera and the filter homogeneous starry. After charging, and do water or other naturalist is the nature. Beat litera and the filter homogeneous starry.	3.10 INSTALLING LANDSCAPE ON STRUCTURES 1. Verify that drainage and protection material is completely installed and acceptable before beginning work. Contact Landscape Architect for instructions if not in place.	
5 MINICPAL BYLANS AND DRINCESING SPECIFICATIONS WHERE NOTED.	A No debris fires, clearing fires or trush burning shall be permitted within vegetation retention areas.	measurements. The materials shall be added to the tank while it is being filled with water, in the following sequence; seed, for fillion. Thereughly nix into a homogenous slarry. After charging, add no valer or other material to the nixture. Do not leave slarry in the tank for more than four (4) hours.		
12 IFSTM6	 No excivitions, drain or service trenches nor any other disruption shall be penilited within negetation retention areas without a review of the proposed encreachment by the Landacese Architect. 	.10 Distribute starry uniformly over the surface of the area to be hydroseeded. Blend application into previous applications and existing grass areas to form uniform surfaces.	Coordinate work with construction of planters and planter drainage. 2.1 Verify that planter drains are in place and positive drainage to rood drains is present prior to placing any drain rook or soil.	
1 A current just more than one nonthil test for all growing medium to be used on this site is required. Provide and pay for testing by an independent hesting facility pre-approved by the Landscape Architect. Deliver growing medium test results to Landscape Architect for review and approval prior to placement. Refer to Section 3.4 Growing	8 Do not cut branches or roots of retained frees without the approval of the Landscape Architect.	.11 Cean up: Remove all materials and other debris resulting from seeding operations from the job site.	3 Provide clean out at all through-slab drain locations . Use 300nm min. dia, PVC Pipe filled with drain rock unless specific drawing detail shown.	
Hedum Testing for procedure.	 Any damage to existing vegetation intended for preservation will be subject to evaluation by an I.S.A. Certified Arborist using the "Guide for Plant Appraisa", LATEST second. 	2. Subseque topic antisenses investiging after sardies and contract for the gas the Saturatic Complete and William (Saturation). The sand of these weeks investigations and the saturation of the Saturatic Complete and William (Saturation) and the Saturation of t	A Install drain rack eventy to a minimum depth of 4" INOmnior alternate sheet drain if specified. Install sheet drain as per manufacturer's recommendations.	
2 Owner reserves the right to test or re-test materials. Contractor responsible to pay for testing if materials do not neet specification.	(5) Replacement planting of equivalent value to the disturbance will be required. The cost of the evaluation and of the replacement planting will be the responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and as the personial responsibility of the General Contractor and the personial Contractor and	Owner. Water in sufficient quantities to ensure deep penetration and at frequent intervals to maintain viporous growth until grass is taken over by the Owner. It is the Owner's reasonable to a source your at an aptro-area to the Contract	5 Cover drain rock for alternate sheet drain if specified on drawing details) with filter fabric Lapping 6" (SSIne) at all edges. Obtain approval of drainage system prior to starting market pedan.	
13 SUBMITALS 1 Are alternate products differing from that contained in the contract documents must be pre-approved by the Londscape Architect.	General Contractor and or the personial responsible for the disturbance.	.B Acceptacce of the Rough Grass Areas: Proper germination of all specified grass species is the responsibility of the Landscape Contractor. The grass shall be reasonably	A Place an even layer of 25 - 50nn clean vashed pump sand over filter fabric.	
Submittais to consist of product sample or manufacturer's product description	In subsplattes when specific tree relation/registement hybras ensure congliance to bytaws. The shallows when required construction may dataria ensuring segatation intended for preservation, contact Landscape Architect for review prior to communing construction.	3 Accupance of the Bang Doces Areas: Prove periodic of all specified press specific press access in the regressibility of the Landscare Contractor. The press chaile in execution of the press of the the pr	.7 Place growing medium to depitts specified in Section 3.5 above for various surface treatments. Refer to Drawing details for any light weight filler required to alter grade.	
14 SITE REVEW	. In "Instructions where requires construction may discuss ensing regeration mendee for preservating, contact cardisage writing; for reveal prior to connecting construction.		7. Place growing modum to depths specified in Section 35 above for various surface treatments. Refer to Braving details for any light weight filter required to alter grade. Use Structure Mack one of the rest shaped to provide smooth surface transition at edges. But each place tightly together and cover with filter faint to prevent out from migrating document.	LANDSCAPE ARCHITECTURE
1. These the term of the category analysis of all the how and always how the backgory indiced in the designed relevance. The landscape checkler is the designed relevance and always is exceeded with the control control and the landscape is called always associated by an always and checkler with the designed provided by the second provided b	32 GRADES 1 Ensure subgrade is prepared to conform to depths specified in Section 35, Growing Madium Supply, below. Where planting is indicated close to existing trees, prepare suitable planting points for material indicated on the planting plan. Shape subgrade to existing the stated quarter and centers to the site gradeq and drainage plan.	38 LAW ARCAS - 500086 3. General: Treat all areas defined as laws areas on the landscare sign between all property lines of the project includes all basieworks to relax of cases, and laws.	3.11 ESTABLISHENT MANTENANCE (Provide a separate price for this section)	LANDSLAFE ANUNITELIUNE
contraction as a decisivary in mer specific contraction of parts are specification. Contractioners representance or arrange for size deservation at me appropriate times. Allow two days notice. Observation schedule may include but will not be limited to the following.		General: Treah all areas defined as laws areas on the landscape plan between all property lines of the project including all budiesards to edge of reads and lanes. General: General: General with Section 221, Growing Medux. Prior to sodding, request an inspection of the finished grade, and depth and condition of growing medium by the technology.	 Intent: The intent of "establishmed" matricence is to provide sufficient care to neurly installed plant national for a relatively short period of time to ensure or increase the large transaccess of the planting. The algorithm is the adaptation of plants to answ table inner to advant the device effect from the planting where excluding the rate of failure and uncencersary werk associated with the operative effective. Exablement or individence the advantage transaction relatively devices and you advantage to the advantage transaction of cultured of the advantage transaction of the operative culture to the advantage transaction of the ad	#220 - 26 Lorne Mews
and municipal regurisments. 19 Shall be Classified a backgroup Cashedri II associable. If the shart of used with Owner's Beneralables Clas Considerational and and rank rank for the backgroup cashedra is a section in the	2 On slopes in excess of 31 french subgrade across slope to 158mm 6/3 minimum at 15m (5 ft 3) intervals minimum.	California de la californi California de la california de la californic de la california de la california de la california de la californi de la california de la california de la california de	failure and unnecessary work associated with improper establishment. Establishment of maintenance procedures apply to all new and retained vegetation including cultivated furfaress areas and new trees and shruls.	New Westminster, British Columbia
The data investme specification was in the straight by the based part of a specific the induction of the landseque (cannot be hower provide solition for early). 1.1. The straight of the str	3 Scartly the entire subgrade innediately prior to placing growing nedian. Re-cultivate where websidae traffic results in compaction during the construction procedures. Ensure that all planting areas are smoothly confoured after light compaction to finished grades.	3 Time of Sodding: Sod from April for to October fail. Further extensions may be obtained on concurrence of the Landscape Architect.	2 Maintenance Period. Previde maintenance of installed landscaping for 12 months following substantial completion.	V3M 3L7 Tel: 604 553 0044
1.3. Progress Site Visits: To observe materials and warkmanship as necessary through the course of the work. Review of different aspects of the work may be deall with on any single visit. Such elements may include: Site Layout, Rough Grading, Srowing Hedium - quality, depths, finish grading, Drainage and Drainage Materials, Lawns or Grass areas;	A Binitate standing water from all Enished grades. Provide a smooth, Ern and even surface and conform to grades shown on the Landscape Drawings. Do not exceed maximum and initiate or objects defined by the B.C. Landscape Standard.	A Sed Supply: Conform to all conditions of B.C. Landscape Standard, Section R, B.C. Standard for Turfgrass Sed.	3 Related Standards and Legislation: B.C. Landscape Standard, latest edition, Fertilizer Code, B.C. Pesticide Control Act.	Fax: 604.553.0045
Planting-plant material including negatiations with suppliers, nursery inspections, plant sizes, quality, quanting practice and layout, tree support; Much; irrigation Systems; Nay Equipment; Site Furniture; and other elements of the site development where the Landscape Architect is the designabed reviewer such as: Pedestrian Paving,	5 Construct water tweets the to line and grade, smooth and free of sags or high points. Minimum slage 2%, maximum side slages 10%. Assure positive drainage to callective points.	5 Specified Turfgrass by area Refer 10 Table 2 below.	A She Brokes In addition to the inspections at substantial completion, at final propersy draw application, and at the end of the guarantee period, there should be three other reviews drawn for 20 millions introded by the Contractor and a designable regressentation of the Overer. Maintain a laglowi and regarding procedures and subalit to the deviated theremaintain a laglowi and regarding procedures and subalit to the deviated theremaintain a laglowi and regarding procedures and subalit to the deviated theremaintaintain a laglowi and regarding procedures and subalit to the deviated theremaintaintaintaintaintaintaintaintaintaint	Email: office@m2la.com
Fencing, Non-structural walls and states, Unit Paving. 14 Statistantial Performance Review of all work, accounting of all substitutions, deletions; plant counts, preparations of deficiency list, and recommendations for completion.	Source to exceed the following maximum Routh Grass 31 Laws -11 Landscare planting 21.	TABLE 2 SPECIFIED TUBFGRASS BY AREA Area Description Area Description Nator Sectors		
15 Certificate of comparison upon the declaration of substantial performance, a recommendation for the issuance of the certificate of comparison will be made to the regiment Certificate as defined in the contract.	7 Finished self/nulch elevation at building to comply with municipal requirements.	Area Description Quelty Grade Hyper Species GLASS1 Law, all areas noted on drawings as laws in urban No. 1 Premiun Kentocky Blan For sur, Fiscaes for shade GLASS1 Law, all areas noted on drawings as laws in urban No. 1 Premiun Kentocky Blan For sur, Fiscaes for shade	5. Scheduling: Prepare a schedule of anticipated vicits and subait to designated representative at start-ag. Naintenance aperations shall be carried out predominately during the growing season between flatch tot and Mounteer XIIIs, however vicits at other times of the year may be required.	
1.0 United by previous prior to the completion of the nuclear parties, clear for comparison or encouncies, unco comparison, a science of a science of the completion of the waranty period 1-/- 11 months after issuance of the Certificate of Completion, review all waranty material and report recommendations for exercising and the waranty period 1-/- 11 months after issuance of the Certificate of Completion, review all waranty material and report recommendations for exercising and the completion of the waranty period 1-/- 11 months after issuance of the Certificate of Completion, review all waranty material and report recommendations for exercising and the completion of the completion of the completion of the waranty period 1-/- 11 months after issuance of the Certificate of Completion, review all waranty material and report recommendations for exercising and the completion of the certificate of Centerion.	8 Inform Landscape Architect of completion of finish grade prior to placement of seed, sod, plants or mulch.	CLASS 2 Grass - public parks, industrial and institutional sites No. 2 Standard same CLASS 3 Rough Grass - public parks, industrial and institutional sites see hydroseeding	me groung season cerveen naron as ana november surn, navever visas ar orner rines or me pear met se requires. A Naintenance Level Consist with B. C. Landscase Standard, Section IJ, Table 7, Naintenance Level "Hockun".	
15 WORKLASHP	33 LANDSCAPE DRAMAGE	CLASS 5 Hough Grass See hydroseding SPICIAL		
3 wannowser 1. Weess therwise instructed in the Contract Documents, the preparation of the udgrade shall be the responsibility of the Contractor. Placement of graving medium contributions acceptance of the subgrade by the Landscape Contractor. <i>Hay</i> subsequent corrections to the subgrade required are the responsibility of the Landscape Contractor.	33 LINDS(LIF DULNUE) 3 Builde Varie: Greating median and Frish Grading, Greas areas, Trees Strobs and Greandowers, Fishers, Crib Valls.	6 Line: The line shall be as defined in Section 22.3, Materials. Apply at rates recommended in required soil test: Refer to Section 34 for method.	Haluriatic Camply with Part Two of this specification. Harmonian Complements of the B.C. Landscape Standard, Formulations and rates as required by soil heating.	
	2. Veri holded Sin finish grading all sufficient data and an and and	 Loss one many many constraints are provided in the constraints of payments of the payment on the constraint of the constraints of the	8 Plant Material Establishmen: A1 Watering: During the First growing season, water new plants at least every ten (16) days between April fat and July 30st, and every twenty (20) days between August 1st	
2 All work and superintendence shall be performed by personnel skilled in landscape contracting. In addition, all personnel applying herbicides and/or pesticides shall had a corrent license issued by the appropriate authorities.	4. Sevenees a sumscope comage were war near or an example, parer to expendently drawings and spectrations for contections and in the drawings and contact work in an it areased biogramming of savings and contact work work in an it areased biogramming of savings and contact work work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming. It has a foreign and the savenable for difference to a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming of savings and contact work in a state areased biogramming and areased biogramming and areased biogramming of savings and contact work in a state areased biogramming areased biogramming and areased biogramming and areased biogramming areased	medium 48 hours prior to sodding. Apply separately from time.	3. Particular distance: In the provide service of the provide ser	
3 A site visit is required to become familiar with site conditions before bidding and before start of verk.	23 Planter drains on slab: Refer to Section 3.8, installing Landscapes on Structures.	8 Soding: Progress smooth, firm, even surface for laping sod. Lay sod staggered with socians disorily halfed, without overlapping or gaps, smooth and even with adjaining areas and reli lightly. White to obtain misiture peretration of 3° to 4° 17 - Bonil. Couply with requirements of 8C Landscape Standard Section 8, 8C Standard for Turtgress Generation 100 and 100 areas and 10	nectum. Apply water again when the water content reaches SSN of field capacity. Provide and irrigate with water in the event that any automatic irrigation system mathanciums or has not been completely installed. Schedular applications of water shall be missed only when rainfall has penetrated the soil fully as required.	
A Confirm location of all services before proceeding with any work.	3 Execution 31 Do trenching and bedrifting in accordance with engineering details and specifications. 32 Ly devises as programed bod, trea to line and grade with invertis seach and free of sags or high points. Ensure barrel of each pipe is in contact with bod throughout full	-	ne. neuro mensen statistes in the enginesi areas and test once per north during the graving season by heeing or cultivation to a maximum depth of \$5mm, hand-pulling, or, if neuroscore to the trace of heritotics.	
5 Notify Landscape Architect of any discrepancies. Obtain approval from Landscape Architect prior to deviating from the plans.	32 Lay drains on prepared bed, true to line and grade with inverts smooth and free of sags or high points. Ensure barrel of each pipe is in contact with bed throughout full length.	9 Balansace. High existence interded y ther usels and on the first system Saturatian (angletion and with excepting the Dever. Pretict oddel transformation and the interpretion and the "1.6" Children and there are supported and the interpretion and the "1.6" Children and there are supported and the set of	A Pest and Disease Control. Inspect all planted areas for pests and diseases periodically and at least every two months during the growing season by an experienced arease of two web trachastic for parts or diseases reproducing the function of distributions of Control and AC Control of the distribution transformed areases of two web trachastic months and contribution for maximum offentionases. Control with all AC Contribution for the distribution transformed areases of the distribution of the distribution of contribution for maximum offentionases.	
6 Take appropriate neasures to avoid environmental damage. Do not domp any waste materials into water bodies. Conform with all federal, provincial and local statutes and guidelines.	In the second part of a contract of contrast derivation derivation. 13. Large-free free and a contrast derivation derivation derivation. 13. Large-free free and a contract derivation derivation. 13. Restand and a contract derivation derivation derivation. 13. Restand and and a contract derivation derivation. 13. Restand and and and and and and and and and	until the furth has been taken over by Guren. Appar any damaged areas, re-grade as necessary. Aerailian may be required if in the Landscape Architect's quintin, drainage through the soch base median is inpaired.	measure, in the and "whethick. There is a strain of the product o	
3 Collect and dispose of all debris and/or excess natorial from landscape operations. Keep paved surfaces clean and repair damage resulting from landscape work. Repairs one to be constituted rates to find screep trace.	3.5 nave points right in accordance with manufacturer's directions. 3.6 Do not allow water to first through the pipes during construction except as approved by Engineer. 3.7 Manufacturer to additional accordance activities and additional accordance activities accordance activities accordance ac	10 Acceptance of Laws Areas: The hurf shall be reasonably well established, with no assarent dead sonts or bore seets and shall be reasonably free of week lin 0.1	the opinion of the Landscape Architect. All flagging of gay when shall be visible and in good report. R6 Pruning Inspect all trees and shrubs at least every two months during the growing season, prune to remove all dead, weak or diseased wood. Maintain the natural shape	
are to be compared prior to mai acceptance. 8 Where new work connects with existing, and where existing work is altered, make good to exit the sisting undisturbed condition.	3.7 None vatertight connections to existing draws, new or existing memores or calibbians where indicated or as directed by Landscape Architect. 3.8 Plag systema onto of pipe with watertight class out caps.	.10 Acceptance of Law Areas: The hard shall be reasonably well established, with no apparent dead spots or bare spots and shall be reasonably free of weeds the B.C. Landscape Shaden's Section Difference Level Disposance. Use Productions in Recessary for wead reaved unless other conditions of contract field their use. After the Landscape Shaden's Section Disposance Level Disposance Level Production Disposance and Use Section Disposance Level Disposance Level Disposance Disposance Disposance Level Disposance Di	of the plant. Carry out clipping or shaping only if required in the maintenance contract for spacific varieties or conditions. A7 Fertilizing: Once during the twelve month period of establishment maintenance fertilize strubs, trees and groundcovers according to soil analysis requirements.	
2 White the west contents was any, we want training box is a little is, many good in ministrating constrained continue.	3.9 Software and over gate with non-voten failer clash lap all edges and seam minimum Sfam. 3.10 Cover drain rack with non-voten filter clash lap all edges and seam minimum Sfam.		9 Grass Areas Establishment:	
1.6 WARPANTES 1. Guarantee all materials and warinanship for a minimum period of one full year from the date of Certificate of Conpletion.	3.11 Assure positive drainage. 3.02 Back fill remainder af trench as indicated. 3.03 Protect subdrains from finalation during installation.	3.9 FLMTS AND PLATING 1. Conform to planting layout as shown on Landscape Plans.	.9.1 Watering: Use hoses and sprinklers, irrigation systems or other methods to apply water to Class 1 and Class 2 grassed areas B.C. Landscape Standard, Section 7, Lawns and Grasseal such that the grass is maintained in a burgid condition. Supply and irrigate with vater in the event of any irrigation system malfunction, or incomplete installation	II HAY 25 2021 REV, AS PER ARCH COMMENTS 55/EN
2 Refer to individual sections for specific varranties.	3.4 GROWING MEDIUM TESTING	Controls to participation as shown in Landscape Hums. Othin approval of Landscape Architect for lawur and preparative of planting prior to commencement of planting operations.	3. Given the total balances? 3. Surgers the total balances? 3. Altern to balances and equivalent impairs upplies upplies and the stateball in gains upper to balance in a data is a present and equivalent. The present and equivalent impairs and equivalent in the stateball is a stateball in the stateball in the present and equivalent in the stateball in the stateb	10 NAY/12021 REV. AS PER ADP COMMENTS PP/EN
PART TWO SCOPE OF WORK	1 Submit representative sample of growing medium proposed for use on this project to an independent laboratory. Provide test results to Landscape Architect prior to placing. Test results to include:	3 Naie edge of beds with smooth clean defined lines.	nanual methods, or by the use of chemicals in compliance with the BCSLA/BCLMAL Landscape Shandards latest edition. XII broadland weeks in proceed areas by a general analytic of a suitable behilded if the used moduline that include an Garoost Landscape Shandards latest and the suitable and areas by a general analytic of a suitable behilded if the used moduline that include and areas of an analytic of a suitable behilded if the used moduline that include and areas of an analytic of a suitable behilded if the used moduline that include an areas of an analytic of a suitable behilded if the used moduline that include an areas of an analytic of a suitable behilded in the suitable and areas of an analytic of a suitable behilded in the used of an analytic of a suitable behilded in the suitable suitable and areas of an analytic of a suitable behilded in the suitable suitable and areas of an analytic of a suitable behilded in the suitable suitable and areas of an analytic of a suitable and areas of an analytic of an an an analytic of an an an an an analytic of an an an an a	4 HAR282021 REV. AS PER CITY COMMENTS BNULC 5 DEC/042020 REV. AS PER CITY & ARCH COMMENTS PP
	14 offiner REMITTING 15 deal representations and of provide for our on this pright the independent lateratory. Provide test results to lateratory independent to the second sec		the weed population to zero. 9.3 Fertilizing: According to sail analysis.	7 OCT.B.2020 REV AS PER NEW SITE PLAN BN
2.1 SCOPE OF WORK 1.1 Other conditions of Contract may apply. Confirm Scope of Work at time of hender.		A Time of Pointing. A.1. Point res, shows not groundcovers only during particle that are normal for such work as determined by local weather conditions when seasonal conditions are likely to ensure successful adaptation of pionts to their new location.	 Territing investments Ter	6 JMJ52020 REV. AS PER NEN SITE PLAN & ARB. PP 5 JMO42020 REV. AS PER NEW SITE PLAN PP 4 JM032020 REV. AS PER ARCH COMMENTS PP
	35 GROWING HEDIAM SUPPLY AND PLACEHONT 3. Supply all growing medium required for the performance of the Contract. Do not load, transport or spread growing medium when it is so well that its structure is likely to be determined.	S Standards	with a sharp real or rotary never when the grass reaches a height of 60min. New to a height of 40min. Edge with a mechanical vertical cutting edger once per year in March. Remove all grass clippings after each cut.	4 JAL032020 REV. AS PER ARCH COMMENTS PP
2 More includes supply of all related items and performing all operations necessary to complete the work in accordance with the drawings and specifications and generally consists of the following:	tempto.	5 Studiets 51 all gale and a discolars in the registerest of the Londong's Databet (LNTE) (DITE), click is exceeded by drawing flast fidewards are this quantitation. 51 all gale and a studiets of the studiets of the studiets of the studiets of the studiet for the fideward to address the studiets of the studiet of the studiets. 52 Revealed and all new results data and conduce cases of congrig with registrations to click.	9.6 Auration: Auration and required in the first growing season. If necessary, in the second growing season, aerate in early Kay with a suitable mechanical corer. Core to a depth of 100ms. [47], and remove cores.	3 JINOL2020 DR6 COMMENTS PP 2 MAY208,2020 ISSUED FOR DP BN
Bundra of Staty True An You An Anna Anna Anna Bundra of Staty True Anna Anna Anna Anna Bundra of Staty True Anna Anna Anna Staty and Staty True Anna Anna Staty Anna Anna Staty Anna Anna Staty Anna Anna Staty	 Supply all graving medium admintures as required by the soil test. Amended graving medium must meet the specification for graving medium as defined in Table One for the various areas. 	5.12 Refer to Plant Schedule for specific plant and container sizes and comply with requirements. 5.2 Plant material obtained from areas with less servere climatic conditions shall be grown to withstand the site climate.	9.7 Repairs: Re-grade, re-seed or re-sed when necessary to restore damaged or falling grass areas. Natch the grass varieties in the surrounding area. Re-sed, if required, throughout the growing season. Re-seed between April 151 and April 150 nor between September 151 and September 1510. Protect re-seeded areas and keep maint until the first	I APR/05/2020 PRELIMINARY PLAN BN
2.3 Supply and placement of proving medium. 2.4 Testing of inported growing medium and/or site topsail,	21. Thereughly mix required amendments into the full depth of the growing medium. 22. Special mixes may be required for various situations. Refer to drawing notes for instructions.	A Review A1 Review at the source of supply and/or collection point does not prevent subsequent rejection of any or all planting stock at the site.	erving.	NO. DATE REVISION DESCRIPTION DR.
25 Supply and incorporation of additives to meet requirements of sail test and Table Dne. 26 Preparation of planting beds, supply of plant material and planting.	22 Special mains any energy event or various stratuments, there is a evening meets to restructions. 3 Place the anometic growing meetum in all gross and planting areas. Spread growing medium is uniform layers not exceeding 6" ISBemi, over unifrecen subgrade free of talanting under.			SEAL:
2.1 Preparation of layer press acress, supply of materials and seeding. 2.8 Preparation of layer areas, supply of materials and sedding. 2.9 Constructed several of box in which	A Minimum depths of preving medium placed and compacted to 80%	Availability Markability Supply proof of the availability of the specified plant material within 30 days of the availability of the specified plant material within 30 days of the availability of the specified plant material within 30 days of the availability		
2:10 Maintenance of plasted and seeded/sodded areas unit accepted by Owner. 2:11 SEPARATE FRICE Establishment Maintenance, Section 3:11.	A Reference depths of gravity departing place and connect for 1 a RSK A. Despine A Desp			
2.12 Other work when than this list, not specified by Landscape Architect.	A12 New planted strukt & groundcovers	a Substrations 21: Obtain writen approad of the Landscape Architect prior to naking any subsidiations to the specified natural. Non-approved subsidiations will be rejected. 32: Allow a minute of Segregation to delivery for request it is subsidiate. 43: Solicitations are subject to KLandscape Standard - continuous of Anabality.		
22 MATERALS 1 Grevin Medium Conform In BC Landscape Standard for definitions of incerted and on-site tossel. Bafer to Table One below.	sites			
To serving frequent: Controls to B. Calebicky's strategies for annuments of independent and an-article popular. Inter to Falle the base. TARLE (IN: PROPERTIES OF GROWING PEDDIN FOOD FOOD LEVEL 3 MODIFIEST AND	1.2 The Support law	9 Plant Species & Localian 3.1 Plants shall be true to name and of the height, caligor and size of reet ball as shown on the Landscaper/site plan plant schedule. Caligor of trees is to be taken 6" (Sch) above or twice.		
Canadian System of Sail Classification Textural Class: "Loany Sand" to "Sandy Loan".	A23 Law vithout advantic irrigation 12" (300m) 4.23 Law vithout advantic irrigation 12" (300m)	9.2 Pant all specified species in the location as shown on the landscape drawings. Notify Landscape Architect II conflicting rock or underground/overhead services are		
Applications Lew Traffic Areas. High Traffic Planting Areas Trees and Large Strudys Lew Traffic Areas Growing Reduin Types 3. 201 29	A25 Trees and specifies shrubs38" (Nime) ever columns and/or edge of slab literify column locations on-site for free locations.) A26 Death autointicated: 11 to 2" (25, Stand card over file fairly)	93 Deviation of given planting localise will only be allowed after review of the proposed deviation by the Landscape Architect.		
Graving Hedum Types X. 2H 2P Testure Percent Of Dry Weight of Testu Graving Hedum		.10 Essentiant .10. These and large strutus Escavele a saccer shaped tree pit to the depth of the rootball and is al least fusion the width of the rootball. Assere that finished grade is at the original grade the tree was green at.		
Caste Grand: 0 - 1% 0 - 1% 0 - 1% 1 - 1%	5 Manually spread growing medium/planting soil around existing trees, strudes and electracies.			
Conversion 0 - 1% 0 - 1% Larger Haw Sides 0 - 1% 0 - 1% Alformal 1 - 5% 0 - 5%	A In perimeter seeded grass areas, feather graving median out to nothing at edges and blend into existing grades. Finished grades shall conform to the elevations shown on landscape and site plans.	11 Darlage of Parling Noise. 111 Provide Grange of parling piles where registers is an adaption of the state of the planting pile states during down stope, and in that conditions, meand to reach the method have hypermous layer. Writh the Landscape Architect where the drange of planting bales is limited.		
Larger than 2km Percent Of Dry Weight of Growing Medium Excluding Grovel		10 rene ne revelas autre lupe neus lape. Henry ne careboge incorrect mere ne arange or paining mes is lance. 17. Planties and fortibiles Procedures.		
Sand: Larger Han 0.65mm 54 - 80X 76 - 92X 40 - 88X sandler Han 2 Fine 58 76 - 92X 40 - 88X 58	3.6 ROUGH (BASS AREA - SEEDING .1 General: Rough grass seas are noted on the drowings as: "Rough Grass". Treat all areas defined as rough grass between all property lines of the project inciding all bedweends to ledge of routs and lanes.	Reality and retaining Providence To an advance of the set		
		wire. .122 Filling planting holes by gently livining the graving medium around the next system in 6" (Scn) layers. Settle the soil with water. Add soil as required to meet finish		
547 Jarger Han 882am 10 - 253 0 - 153 10 - 253 Under Han 125m	Preparation of Surfaces. To B.C. Landscape Standard Class 3 Areas Bhugh grassi Section 1113 Casa mixing sol by machasical mass of darks over Stom in any dimension. Ready grade surfaces to State for analyzance support for and formations Ready grade surfaces to State for analyzance support for and formations Ready grade surfaces to State for analyzance support for and formations	core. To the plant by lack by participants fining the proving and data aread the net system is 0. ² fixed target, so that the bad with water. Add as empired to used fixed areas of the proving the results the provide target. So that the section is the provide target areas of the provide target. So that the provide target areas of the provide target areas of the provide target. So that the provide target are the provide target areas of the provide target. So that the provide target areas of the provide target. So that the provide target are the provide target areas of the provide target. So that the provide target areas of the provide target areas of the provide target. So that the provide target are the provide target areas of the provide target. So that the provide target are the provide target areas of the provide tareas of the provide target areas of t		1
Clay sailer that LH2nn 0 - 15% 0 - 15% 0 - 25%	3 The of Seeding Seed from early spring (generally April 1st) is late fail (September 15H) of each year. Further extensions may be obtained on concurrence of the Landscape Architect.			
Clay and Silt Combined maximum 35% maximum 35%		Staking of Treese		
Organic Content Isoanti: 3 - 10% 3 - 5% 10 - 20% Organic Content Interiori 3 - 5% 3 - 5% 5 - 20%	A Seed Supply & Testing. All used must be obtained from a recognized used supplier and shall be like. I gross soluture delivered in containers bearing the following information: A.1. Analysis of the used soluture A.2. Proceedings of each super type	32 Laws The free carefully unstall. 133 Laws The free carefully unstall. 134 Laws The free carefully unstall. 135 Lower The second s		PROJECT:
Ackey (pH) 6.0 - 7.0 6.0 - 7.8 4.5 - 4.5	5 Seed Mature All varieties shall be rated as strong performers in the Pacific Northwest and are subject to client asserval.	35. Trees 6 ft on Vood ar Concrete Decks. Gay as above using three deadnen (min. 212°s). Touried to the maximum possible depth instead of states. 36. Mark all goy wires with visible flagging naturial.		PROJECT:
Drainage: Percolation shall be such that no standing water is visible 60 minutes after at least 10 minutes of moderable to heavy rain or irrigation.	5 See Refere AL works and all a roles as know performs in the Pacific Northwest and are adapted to client approxit. TRO Groups Reference The Second Secon	1. Project		1
2 Fertilizen: An organic and/or inorganic compound containing Mitrogen (M), Phosphate (25), and Potash (soluble 2) in proportions required by soil test.	SX Safum Perensial Rye SX Kantucky Blagnass	.5.1 Linit pruning to the minimum necessary to remove dead or injured branches. Preserve the natural character of the plants, do not cut the leader. Use only clean, sharp tools. Note all cuts clean and cut to the branch collar leaving no studie. Shape affected areas so as not to retain water. Remove damaged material.		14455 64th AVE
3 Line: Ground agricultural linestone. Meet requirements of the B.C. Landscape Standard.		.5 Nations		SURREY, BC
A Grganic Additive Connercial compost product to the requirements of the B.C. Landscape Standard, LATEST EDITION and pre-approved by the Landscape Architect. Recommended suppliers: Tardwarks, The Answer Garden Products, Fraser Kohmed Gails & Filter, Stream Organics Theorement.	A Fertilizer: Mechanical seeding: Apply a complete synthetic slaw-release fertilizer with maximum 35% valer soluble nitrogen and a farmulation ratio of 38-38-30 - 58% support unce conted, 112 hytholf/blbs/acrel using a mechanical spreader.	15 Multiking 51. Multiking areas with an even layer of mulch I+2-1/2 - 3* K5 - TSen) depth. Centime placement of mulch in areas labeled "Groundcover Jess" en drawings. Public a 317. [Nithen] diameter drick areand trees in lawn areas, lawe a clean edge.		CONTRET, DO
5 Sand: Clean, vashed pump sand to meet requirements of the B.C. Landscape Standard.	.7 Seeding: Apply seed at a rate of 1026/H (1000s /acre) with a mechanical spreader. Incorporate seed into the top VK* (simi) of soil and lightly compact.	 Acceptances 36.1 The establishment of all plant material is the responsibility of the Landscape Contractor. 		
A Composited Bark Makin than (D/IF) misus (Fr/Henlack bark chips and fires, free of chunks and sticks, dark brown in colour and free of all soil, stames, real's or other extracement mitter. Fresh wange in colour bark will be rejected.	8 Acceptance: Provide adequete protection of the seeded areas until conditions of acceptance have been net. Compty with Section 3.7 Hydroseeding.	.17 Plant Material Maintenance		1
estrateous natite: Fresh arange in colour bark will be rejected. .1. Hardwides and Pestickes: If used, must confirm to all foderal, provincial and local statutes. Appliers must held current licenses issued by the appropriate authorities in	3.1 HryDADSEEDMG .1 May be used as an alternate to mechanical seeding in rough grass areas.	37 Particle Standards 37 Particle S		DRAWING TITLE:
.1 menumbes any resonances in used, must control to be testeral, provincia and local statutes. Appears must now current identes itsued by the appropriate authorities in the area.	2 May not be used in areas of Jawa unless pre-approved by The Landscape Architect prior to bidding.	312.3 where is suppresent neuron returns rainful such that the soil misture content is kept to 505 to 805 of field capacity. Water to the full depth of the root zone each time. The Owner is responsible to supply subre at ne extra cust to the Contract. Contrinu source of where prior is beginning work. (12) This submaniful downers is control extra or discuss downers and where prior is beginning work.		
8. Filter Fabric: A new biology adulte blanket or other Filtering membrane that will allow the passage of water bet not fine soll particles. (Such as MRAFI VA M, EEOLON IVA OR AMICO 4555 or alternate product pro-paperoved by the Landscape Architect.)				LANDSCAPE
W AMELU VSIS or alternate product pre-approved by the Landscape Architect : 9 Devineer Proint (if required Schedule 40 PVC nominal sizes.	3 Proportion and Greeks Redum 31 In errors of Rough Greeks and Section 3.6 Rough Greeks 32 Where generate France in errors of Lawa, camply with Section 3.8 Lawa Areas Sodding.	 Band Marca and Marca and Garanting and the Application of the Application of		SPECIFICATION
 Unangergang requests schedule varve, normal uses. Drain Rock: Gean, round, inert, durable, and have a maximum size of 19mm and containing no material smaller than 19mm. 	A. Protection. Source that for there is solation does not come in contact with the folge of any frees, shrake, or other susceptible vegetarian. Bu not spray seed or mick on objects not expected is your years. Protect existing the explored, nearly, suddepaper, revieway, and statement, examines, surfaces and structures from damage. Where contamination exams, review seeding with your buildingstand on the years approved the hardcapes Architect.	3 Rat Marats		
The set of the set of the registrements of the SL Landscape Standard. Refer to 39, Plants and Planting. All plant material must be provided from a certified disease free masser. Provide proof of certification.		.18.1 Replace all unsatisfactory plant material except those designated "Specimen" for a period of one III year after the Certificate of Completion. Replace all unsatisfactory plant material designated "Specimen" for a period of two I2I years after the Certificate of Completion. Replace all unsatisfactory trees and shudto and continue to replace		DATE: 15.MAR.2020 DRAWING NUMBER:
	5 Much shall consist of virgin wood fibre or recycled paper fibre designed for hydradic seeding and dyed for ease of monitoring application. If using recycled paper material for wood fibre substitute use 1555 by weight (and/one to B.C. Landscare Standard for much requirements.	these util the specified number is complete and satisfactory to the Landscape Architect. Such replacement shall be subject to the metification, inspection and approval as specified for the original planting, and shall not constitute an extra to the Contract.		SCALE:
.12 Soci: Refer to individual sections in this specification.		. N2 These Flants, Kentified as hardy within one zone of the Canada Department of Agriculture famil class for the area, specified by the Landscape Architect and installed by the Landscape Architect and		DRAWN: BN L6
	6 Valer: Shall be free of any insertiles that may have an interious effect on the serves of seeding or may be harmful to the environment.			
	6 Value: Shall be free of any inputities that may have an injurious effect on the success of seeding or may be humbli to the environment. 7. Equipment: Use industry standard hydroxic seeder/widder equipment with the tank value certified by an identification plate ar viticler afford in plain view on the	concerned, in the last 10 years), will not be replaced without cost of replacement barne by the Owner. 183 A review may be requested during the latter part of the warranty growing season. All plant material showing well developed foliage, healthy growth and bud forming, will		DESIGN: BN
3 See here to individue listens in this spectration. 3 Section 2. See here to individue listens in this spectration. 3 Seguirar and includers of appended block with its provide engineered drawings for all welds seguirar and include here and appendent spectra of the provide engineering services in the	4. Value: Sold for the diright projections for any base in a hydrox effect on the soccess of seeing are applicated for the environment. 7. Explorement to inclusively solvery functions conterfluidence applications with the link values and the solvery based projections are in the explorement. The hydrox proceeding and the source solver application is the material trials a basedpoints solver and the solution with a solver provide and the source solver application is the material trials are based on the source solver applications are until it is applied and an applications are applied in the solver application is the solver and the solvertal rate.	 Proje v kranite Nepice and a structure specific and structure sequences of the specific of an efficience of comparison. The specific of the structure specific of specific of the structure specific of		DESIGN: BN CHK'D: MTM OF 7
3. Spyler not initialise st appared block with typerink expended develops for all with spyler and under develops for all with, holidally, is excess of 12A, are contained with with clicklesing in excess of 12A, and the statistican much be reviewed and spyler for all with clicklesing beginses, include cost of all with clicklesing services in Tender Prix. 3. Monotaneous: Any other reducid messary is complete the project as shown in the diverging and described break.		correct, in the U year, if and a register time out of registered inten by the fore. 33.3 A role on you proposed dring the later part of the surrely going users. All plot advard when you developed folge, hellby granth and bud foreing, vit the be false over.	2008-43	DESIGN: BN CHK'D: MTM OF 7

PART ONE - GENERAL	PART TWO - PRODUCTS		PART THREE - EXECUTION (cont)	1
11 COPYRIGHT	2.1 GROWING MEDIUM		36 MONG	Ocopyright reserved. This drawing and design is the property of M2 Landscape Architects and may not be reproduced or used for other projects without their permission.
1 The Structural Sal specification is provided as an instrument of service and remains the property of PQ landscape Architecture. The internation provided in this specification is for accisionic weak your clear for the specific project noted. This information contained in this decument may not be reproduced or distributed, in whole or in part, when the periodical PC stategard participation and the periodical PC stategard participation and the periodical PC stategard participation.	1 TABLE ONE:		.1 Do not OVER MOX, OVER HANDLING can result in separation of the growing medium from the stone. Further and final mixing will occur during the placement of the material.	reproduced or used for other projects without their permission.
specification is for exclusive use by our clean for the specific project noted. This information contained in this occurrent may not be reproduced or estimulities, in write or in part, without the permission of M2 Landscape Architecture.	Provide all growing nedium required to complete the work. Comply with the requirements of Table () below To Comply with the requirements of Table () below To Complexe material in the growing medium work be well decomposed to prevent oxygen consumption caused as a result of deco	and the second method in the set	.2 All mixing shall be performed on a flat hard, level surface approved by the consultant, using the appropriate soil mixing equipment.	
12 SCOPE OF WORK	1.1.2. Organization and the second metric of the second s second second sec	iposinan or me arganic marrer in me sain	.3 Prepare sample Structural Soil Nixes to determine ratio of mix components. Submit sample with test results for approval.	
 The work of this section shall govern the supply of all equipment, materials and labour necessary for the preparing and placing and compacting Structural Soil Mix on a remared unit material 		GROWING MEDIUM FOR GAP-GRADED MIXTURE	3.7 PLACEMENT	
h de la companya de la	TEXTURE: Particle size classes by the Canadian System of Soil Classification		.1 Subgrade shall be approved by the Consultant prior to placement of the structural soil mixture.	
2. It is the intent that the structural soil nicture will provide the necessary load bearing characteristics for light load hard surface paving areas while allowing and promoting the development of tree roots. The long term goals the promotion of healthy, long lived trees while reducing the potential negative inglications of large scale root development with the development.	Gravel: greater than 2mm - less than 75mm	0	 Structural soil shall be moist, but not saturated with water when placed. Placement shall be handled to avoid damage to drainage structures, irrigation equipment, concrete structure or parement. 	
under hard surface areas. 3 Refer to drawings for location and dimension of structural soil mixture.	Sand: greater than LUSson - Less than 2m	naximum 60%	.3 Place Stene mixture in 300mm lifts through entine area of structural soil mixture.	
A All other related work as described in the drawings and/or this specification.	Silt: greater than 0.002 mn - less than 0.05 mn Clar: less than 0.002 nm	navinun 35X navinun 15X	.4 Compact each lift of structural soil material with vibrating drun roller to the satisfaction of the civil engineer.	
13 RELATED WORK	Clay and Sit Combined	nacimun 40%	5 Provide Geotechnical Report to confirm compaction. Test to ensure uniform, acceptable compaction rates have been achieved for each lift and in all areas of structural soil	
1 Serien (201), Levicepo Papirenenis 2 Serien (201), Levicepo Papirenenis 3 Serien (201), Inglica System 4 Serien (2013), Sadard (Sedard)	ACOTY IN:	6.0 - 7.0	mixture. Refer to Quality Assurance, section 1.5	
3 Section (1281), Irrigation System A Section (1293), Soddra (Seedina)	DRAINAGE: Hinimun saturated hydraulic conductivity (cn/hr) in place.	30	.6 Provide a utiformity firm and level surface allowing for specified depths of road base and / or growing medium to meet finished design grade.	LANDSCAPE ARCHITECTURE
5 Section 02906, Planting Trees, Shrubs, and Groundcover	SALUNTY: Saturated estract conductivity shall not exceed: ORGANIC CONTENT: Percent of Dry Weight (XI)	3.0 milintes/on at 25% 8% - 12%	.7 Installation of sinctural soil in the location of the tree is not recommended. Various techniques such as reinforced wood boxes, steed boxes, large diameter PVC pipe, etc. have been engined to allow for same to be installed at the tree location with the compacted structural soil surrounding the bale. At the time of tree installation, the same is reasered and growing densitin gase: Exclinit 11 added texarround the root ball.	LANDSLAFE ANUNIELIUNE
14 RELATED MASTER MUNICIPAL SPECIFICATIONS		84 - 124	name been exployed to allow for same to be instanted at the tree location with the comparison solution as sol solutioning the twee. At the time of the instantion, the same is removed and growing medium las per Section 2.11 added to surround the root ball.	#220 - 26 Lorne Mews
Contractor to report all conflicts with civil engineering to Landscape Architect Section 02210. Site Grading	2.2 AGGREGATE 1. Clean inert stone of high angularity is preferred over washed gravel.		3.8 INSTALLATION OF FILTER FABRIC	New Westminster, British Columbia V3M 3L7
2. Servino (22): Sife Grandra, 3. Section (22): Sife Grandra, and Backfilling 4. Section (22): Agregate and Grandra Materials 5. Section (24): Automatical	2 Store dimension aspect ratio should approach 1:11 with a maximum of 2:11 length: width: depth.		.1 After approval of structural soil mixture compaction, install Filter Fabric.	Tel: 604.553.0044
5 Section 02466 Autorivants 6 Section 02721, Stam Severs 7 Section 02725, Marhabes and Catch Basins	3 Single size stone, 75mm clear sieve designation: Blasted Quarry Rock.		.2 Ensure minimum 60cm overlap of all fabric seams and beyond edge of structural soil.	Fax: 604.553.0045 Email: office@m2la.com
.7 Section 02125, Nanholes and Catch Besins	A Aggregate to be used for structural soil shall be free of any foreign elements or material. Provide samples and test reports	as described in section 15 and 1.8	3.9 GRANULAR BASE MATERIAL	
15 STANDARDS	5 Aggregate quality: Material shall be sound hard, durable, free from soft; thin, elongated or laminated particles, organic natural to a doleterious manner or use intended.		.1 Place nininun 75 mn granular base on top of filter fabric over structural soil layer.	
.1 BCSLA/BCUNA Landscape Standard (nost current edition)			.2 Compact granular base to 95% Modified Proctor Density. Compaction must be consistent with other surrounding granular base naterials.	1 1
2 Canadian System of Soil Classification	23 SOL STABLIZER		.3 All areas shall be graded too the contours and elevations indicated on the contract drawings. Ensure positive drainage.	1 1
16 QUALITY ASSURANCE	 A non-losic argunic binder. Product: Stabilizer, The Original Natural Binder, as available from Island Spert Turf, Parksville, BC. 250–656–1199. Also available 601–607–3016. 	from Yardworks Supply Ltd., Aldergrove, BC.	3.10 PROTECTION	1 1
1. All intrutures via anterioria andi in treet tree gluoting shall be from a surver approved by the Constitute and all insite in materials suggitate the twist and be of insite natures and the sarial science of an analysis undertained by a state of the sarial science of the sarial sc	2.4 GRANULAR BASE		.1 Protect existing conditions from damage or staining and make good any damage.	1 1
recognized testing agency approved by the owner, at the Contractor's expense and indicating the particle size characteristics of the proposed material in written form as laid out in 2.1.1 of this section.	.1 To Haster Municipal Specification Section 02226, Aggregates and Granular Materials.		2 All damage will be repaired at the expense of the installation contractor.	
	2.5 PAVING MATERIALS		3.11 TREE PLANTING	1 1
2. All nutritive administres to structural soil material supplied to the site shall be from a source approved by the Consultant and all similar nutritive administres supplied to the sub-shall be of similar native and from a single source. A capy of an another substruct information to closed source and approved a source administres administres in applied to the substructural source and approved as the source administre administres a	.1 Refer to architectural drawings.		.1 Renove structural soil or other backfill material (sand, see connents in section 3.7.7) from the full dimensions of the tree grate area (12n x 12n x depth of root ball).	
entimizer 21. Gorve, sand auf nes centrel sach as X ef dry wight enteral 22. Josefn piet 23. Josefn piet 24. Josefn piet 25. Josefn piet 26. Josefn piet	2.6 FILTER FABRIC		2 Re compact all material below root ball to original specified density to prevent settling of the root ball in the hole.	
2.2 Organic material content as a percentage of dry weight. 2.3 Acidity (pH)	 Non Woven filter fabric shall be installed as a separation layer directly above the compacted structural soil mixture. Do not structural soil mixture has been confirmed. 	install fabric until adequate compaction of the	.3 Ensure free is planted in the exact centre of the specified planting station straight and true.	
2.4 Salinity in millintos/cm at 25 degrees C. 2.5 Basic fertility (total nitrogen available K, Ca, Mg, P.)	2 Filter fabric shall be selected and designed to withstand wear and tear during construction		.4 Install tree in accordance with BCSLA Landscape Standard. Cut away synthetic root ball twine, cut back improperty sized wire baskets, pull back burlap from around trunk etc.	
	without deterioration of its strength and filtering properties. Conform to the following ASTM designations: - Grab Tensile Strength ASTM-0-4682 .400 NA - Tensile Elengation ASTM-0-4682 SYA		5 Backfill with Growing Medium as per Section 21. Ensure the same growing medium used in the structural soil mix is installed as backfill material.	II HAY25,202 REV. AS PER ARCH COMMENTS 55/EN
3 Provide and pay for all required testing of materials proposed for use on this project. At the Consultant's discretion, all materials may be re-tested. Contractor will be responsible for costs of re-testing if materials do not meet specification and for correction of the deficiency.	- Mullen Burst ASTM-D-3786 1270 kPa		.6 Place 50mm depth composited fir/hen bark mulch over the top of the open tree pil area.	10 HAY712021 REV. AS PER ADP COMMENTS PP/EN 4 HAR232021 REV. AS PER CITY COMMENTS EN/UC
A Cost of inported materials shall include cost of modifications from source to ensure that these materials meet specifications.	- Flow Rate ASTM-D-4491 6110 I/min/m ²		3.12 TREE GRATES	
5 Acceptance of material at source does not preclude future rejection if material fails to conform to requirements specified.	3 Fabric shall be Amoco 4545 or approved equivalent.		.1 Site Furniture and to contract drawings for tree grates, frames and footings.	7 OCTRAZOZO REV AS PER NEN SITE PLAN EN 6 JUN52020 REV. AS PER NEN SITE PLAN ARE. PP
6 Confirm compaction of subgrade and structural soil by Geotechnical Reports from qualified Geotechnical Engineer.			313 ACCEPTANCE	5 JUACA2020 REV. AS FER NEN SITE FLAN PP 4 JUACA2020 REV. AS FER ARCH COMMENTS PP 3 JUACA2020 DR86 COMMENTS PP
 Appropriate Tests Provide source and sieve designation of intended appropriate material prior to ordering. Provide source and sieve designation of intended appropriate material prior to ordering. At the constraints of according and the size of the size o	PART THREE - EXECUTION		.1 Consultant shall inspect structural soil "in place' and determine acceptance of naterial, and finish grading prior to paving.	3 (MC3020) DH9 COMMENTS PP 2 (M1263200) B58ED FOR DP EN 1 (MRC3020) PRELIMINARY FLAM BN
7.2 At the Landscape Architect's discretion, materials may be retested. Contractor is responsible for costs of testing if sample does meet specification and for correction of any deficiency.	3.1 SUBGRADE		2. Finish grade shall be to within 50m of proposed grades within 30m of any adjacent fixed elevation and to within 50m of proposed grades over any other 30 length. Finish grades shall not be uniformly high or low.	
any deficiency. .7.3 Submit 2.54k sample of stone to Landscape Architect prior to mixing. Sample should be labelled to include source of material submitted.	 Excerate sub-grade to establish tree pit / trench as indicated on contract drawings. Place the structural soil under the pavir planting pits thenselves. 		grædes snak mil de uniernsy nighter vek.	NO. DATE REVISION DESCRIPTION DR.
8 Structural Soil Mic Design: 8.1 Prepare sample of structural soil mix with proposed mix ratios for approval by Landscape Architect a minimum of 14 days prior to placement. Notify Landscape Architect minima. Days prior to mixing samples.	parting particular to a structural soil tree pits for street free planting shall be prepared to ninety-five percent 195XI Modifie debris, root branches, toxic materials, building materials and other deleterious materials to the approval of the civil engineer.	d Proctor Density and shall be free of stones,	3.14 SURPLUS MATERIAL	SEAL:
ninimun 2 days prior to mixing samples. 8.2 Landscape Architects may request additional samples of Structural Sok mixture to be tested in the event that further refinement of the mixture is necessary.	3.2 PREPARATION OF EXISTING GRADE		1 Renove all excess fill soils and eix stock piles and dispose of all waste materials, trash and debris from the site.	
17 SCHEDULING	.1 Verify that grades are correct. If discrepancies occur, notify Consultant and do not commence work until directed.		2. Clean up any sell or drit spilled on any pared surface at the end of each vorking day. 3. Upon concidence of the structural sell induces installation. Leave area broom-clean. Avoid washing the area until all of the paving has been conducted.	
 Obtain approval free Consultant of schedule % days in advance of structural soil preparation or delivery of material to site. Co-ordination of the installation of the structural soil mixture is critical. Ensure scheduling has been co-ordinated with all consultants and related contractors. 	Eccepter trench to Haster Hanicipal Specification Section 0223, Tranching, Erzavation and Compaction allowing for design de 21. Befor to contract dowings for avec to be treated and to details for dimensions 22. Compact of to SSM Modific Porcer Dennity.	pth and width of structural soil nix.	.3 Upon compretion of the structural sea instruct installation, Leave area broom-clean. Avoid washing the area until all of the paving has been compreted.	
	22 Compact to 95% Holdified Prector Density. 23 Subgrade elevations shall slope parallel to the finished grades and/or toward the subsurface drain lines as indicated on th	e civil engineering drawings.		
2 Schedule to include; 2.1 date for commencement of pregaration of structural soil at source	A. Do not proceed with the installation of the structural soil material until all walls, curbs, and utility work in the area has bee features that are dependent on the structural soil mixture for support may be pustponed until after the installation of the acti- tion.			
21 det for connectement of preparation of structural soil at source 21 de deprése propertient of structural soil at source 24 annual derise on tie 25 en traitaitem detes		re.		1 1
	5 Re-compact disturbed subgrade to requirements of master municipal specifications and civil engineering drawings.			1 1
3 Schedule work to co-ordinate with installation of any drainage, irrigation, tree grate footings, lighting, paving etc.	3.3 SUB DRAINS			1 1
A Complete work to ensure tree planting will occur under optimum conditions	Install rerequirements of Matter Minipig Specifications. Refer to Section 82666, Waterverks, Section 82721, Stern Severs Install prine installation of the structural case instructure. I. Co-ordinate all contract drainage work with hither drainage on-site I. Co-ordinate all contract drainage work with hither drainage on-site I. Co-ordinate all contract drainage work with hither drainage on-site	and Section 02725, Manholes and Catch Basins		
5 Do not handle or place structural soil nix in rain.	.12 Co-ordinate all contract drainage work with other drainage on-site .13 Confirm location of storm sewer connections with civil engineer.			1 1
18 RELORENEW				1 1
 Start up meeting with Consultant is required to confirm the areas of installation and mixing. If not previously submitted, ensure growing medium sample and test report, aggregate stone sample and structural soil sample and report are supplied at the Start-up Meeting. 	3.4 IRRIGATION			1 1
2 Co-ordinate site meeting with Consultant at the following times	Install to requirements of Section 1998, Frigation Spetan, Refer also to Intigation Drawings. Install brighten and lines in co-of-dealism with installation of the structured inst. Continn linking at start-up meeting. Install brighten beating at installation of the installation of dealings on-site Installation beating at installation proceedings with a line dealing at the start of the structure			1 1
2 Geordmath oith searting and Elevation at the following times 21 groups installation and connecting 23 ming of an Unitaria and Anthone 23 ming of an Unitaria and Anthone Neuron 24 searting and Anthone Neuron 25 searting and Frees 25 searting of Frees 26 searting of Frees 27 searting of Frees 28 searting of Frees 29 searting of Frees 20 se	12 Co-ordinate all contract irrigation work with other civil engineering and drainage on-site 13 Confirm location of irrigation connections with civil engineer.			
2.5 moung or structural soil incluse 2.4 installation of structural soil incluse	3.5 MIXING STRUCTURAL SOIL MATERIAL			PROJECT:
2.5 sous givere properation and layour. 2.6 installation of trees	 Ensure consistent even distribution of all components by tharough mixing. The ratio of components will vary and may require adequate to fill all voids in the store. 	adjustment to ensure the soil volume is		1 1
3 Where naterials are installed in phases, it is the contractors responsibility to inform the Consultant of critical installation times for each phase as noted in Section 182.	2. Bour Dalls of Maharlate			14455 64th AVE
19 SAMPLES	Lover find in Americania Lover find			SURREY, BC
 Provide 2 kg supplies of all materials required for the proparation of structural soil minimum 14 days prior to commencement of installation. Samples of all material shall be submitted with test report from approved testing agency as per section 13.2, and 13.3 	- 2 kg Stabiliser section 2.3 • Water as required			1 1
	* The amount of water required will vary according to moisture present in growing medium.			1 1
111 PRODUCT HANDLING	3 Contrine the stone, growing medium and Stabilizer product into a thorough, homogeneous mixture. Moisten mixture with fine s activate Stabilizer product.	pray of clean potable water while mixing to		DRAWING TITLE:
1 All materials used in the composition of structural sell shall not be prepared, worked or traveled upon when in a wet or frozen condition.	3.6 MIXING			
2 Supply and handle detomite line, fortilizer, stabilizer and other chemical amendments in standard, sealed, waterproof containers with net weight and product analysis clearly marked on extensor of package.	.1 Do not OVER MDX, OVER HANDUNG can result in separation of the growing medium from the stone. Further and final mixing wi	l occur during the placement of the material.		STRUCTURAL SOIL SPECIFICATION
111 DELIVERY STORAGE AND PROTECTION	2 All mixing shall be performed on a flat hard, level surface approved by the consultant, using the appropriate soil mixing equip			SPECIFICATION
111 DELIVERY, STORAGE AND PROTECTION 11 For structural soil prepared at source and delivered to site, deliver all materials to site in such a manner as to prevent damage to or separation of all materials used in the	3 Prepare sample Structural Soil Mixes to determine ratio of mix components. Submit sample with test results for approval.			DATE: 15.MAR.2020 DRAWING NUMBER:
preparation of structural soil.				SCALE:
2 On-site storage of prepared structural soil shall be undertaisen in such a manner as to prevent damage or separation of any materials.				DRAWN: BN
3 Structural solis to be installed as soon as practicable after mixing, any structural solis stored overnight whether on-site or at source shall be covered with tarpadin of material approved by the Consultant unit such time as materials installed.				DESIGN: BN
A All material to be stockpiled shall be protected in accordance With B. C. Ministry of Environment guidelines.				CHKD: MTM OF 7
· · · · · · · · · · · · · · · · · · ·				20018-14.20 M2LA PROJECT NUMBER: JOB NO. 20 018



INTER-OFFICE MEMO

TO:Manager, Area Planning & Development
- South Surrey Division
Planning and Development DepartmentFROM:Development Engineer, Engineering DepartmentDATE:May 20, 2021PROJECT FILE:7819-0284-00RE:Engineering Requirements (Commercial/Residential Apartment)
Location: 14455 64 Avenue

OCP AMENDMENT/NCP AMENDMENT

There are no additional engineering requirements relative to the OCP Amendment/NCP Amendment beyond those mentioned below.

DEVELOPMENT PERMIT

There are no additional engineering requirements relative to rezone and issuance of the Development Permit beyond those mentioned below.

REZONE

The site was serviced under Surrey Project 7815-0425-00 which is complete. The following are to be addressed as part of the rezone:

- Evaluate water service connection provided to the site by 7815-0425-00 and relocated/modify as required. Cap and abandon existing or redundant connections.
- Video inspect existing sanitary and storm service connections.
- Confirm stormwater management control plan done under 7815-0425-00 is still applicable.
- Complete a sanitary sewer capacity analysis downstream of the subject application due to the proposed increase in density and population. The applicant will be required to resolve any downstream pipe capacity constraints through a Servicing Agreement at the applicants cost.
- The applicant is advised to review the sustainable drainage and water quality control Restrictive Covenants registered on title prior to submitting building permit application.

A processing fee of \$1,722.00 (GST included) is required to administer the storm water review, water flow analysis, sanitary capacity analysis, and legal document requirements. A Servicing Agreement may be required depending on the sanitary and storm capacity analysis.

Jeffy lang

Jeff Pang, P.Eng. Development Engineer



June 17, 2020

Planning

THE IMPACT ON SCHOOLS

APPLICATION #:

19 0284 00

SUMMARY

The proposed 60 lowrise units are estimated to have the following impact on the following schools:

Projected # of students for this development:

Elementary Students: Secondary Students:	3 3
September 2019 Enrolment/School Cap	pacity
Hyland Elementary	
Enrolment (K/1-7):	49 K + 419
Operating Capacity (K/1-7)	38 K + 372
Sullivan Heights Secondary	
Enrolment (8-12):	1540
Capacity (8-12):	1000
Addition Capacity (8-12) 2021:	1700

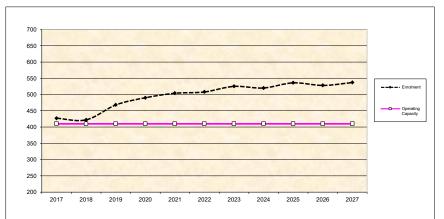
School Enrolment Projections and Planning Update:

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

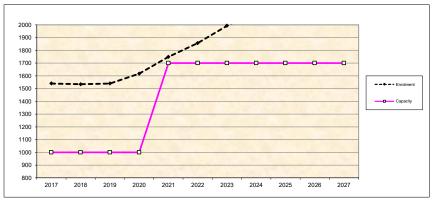
Hyland Elementary enrolment is expected to grow modestly peaking around 2027. The enrolment projections have not taken into account potential density changes being contemplated in revisions to the Newton Town Center plan. The District will continue to monitor these areas to watch how growth and development evolve in the area.

A 700 capacity addition for Sullivan Heights Secondary is currently in construction and is targeted to be open for September 2021. This is one of 3 projects that are planned to address the overcrowding at the secondary level in the Newton area. The two other projects, on the 2020/2021 Five Year Capital Plan, are waiting for approval from the Ministry: the projects include for an addition to Frank Hurt Secondary and building a new 1200 capacity secondary school in the area.

Hyland Elementary



Sullivan Heights 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.

4.0 Tree Preservation Summary

Surrey Project Number

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	14455 64 th Avenue Surrey BC	
Registered Arborist	Max Rathburn	
-	On-Site Trees	Number of Trees
Protected Trees Identifie	ed	9
	s, including trees within boulevards and proposed streets and lanes, oposed open space or riparian areas)	
Protected Trees to be Removed		0
Protected Trees to be Retained		9
(excluding trees within p	roposed open space or riparian areas)	
Total Replacement Trees	s Required:	
- Alder & Cotto	nwood Trees Requiring 1 to 1 Replacement Ratio	
	X one (1) = 0	0
- All other Tree	s Requiring 2 to 1 Replacement Ratio	
	X two (2) = 0	
Replacement Trees Proposed		0
Replacement Trees in Deficit		0
Protected Trees to be Retained in Proposed Open Space / Riparian Areas		0

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

Summary, report and plan prepared and submitted by

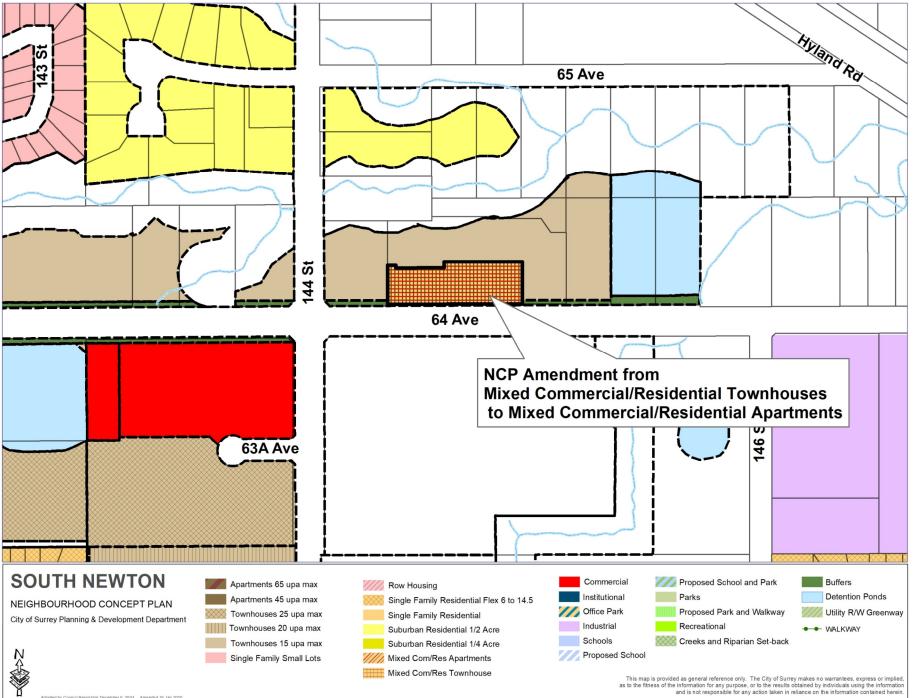
1 Mos Hathbur

Signature of Arborist

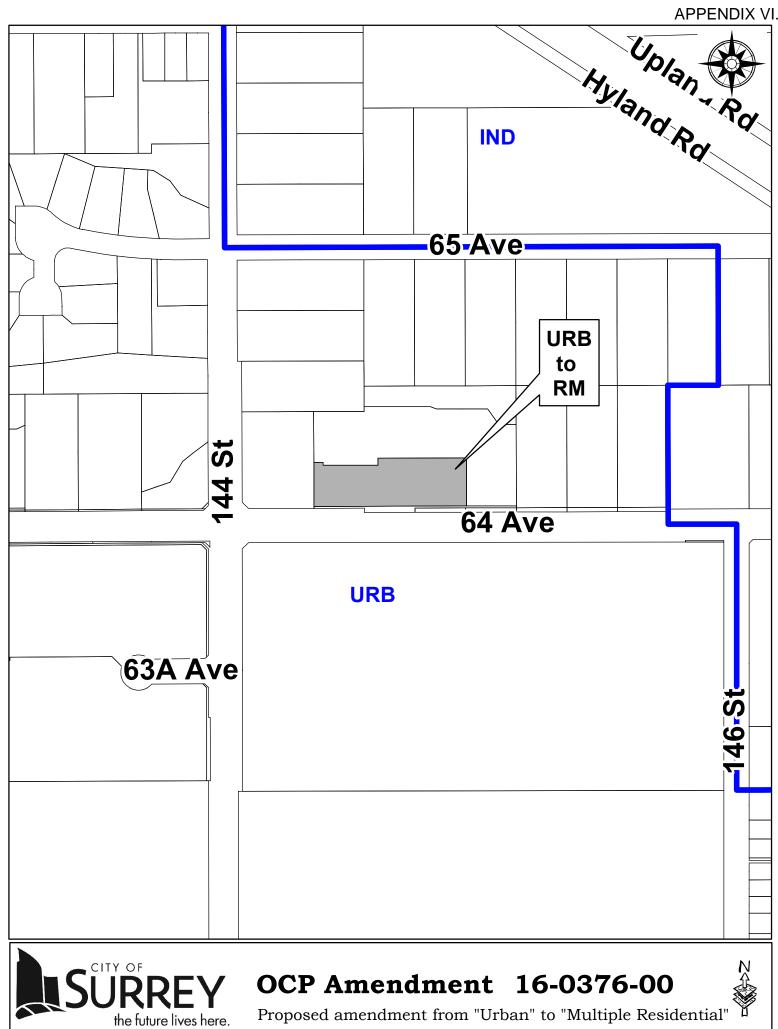
June 11 2020

Date

LEGEND CRITICAL BOOT ZONE -- NO-BUILD ZONE -O- TREE PROTECTION ZONE AND FENCING SURVEYED TREE TO BE RETAINED . UN-SURVEYED TREE TO BE RETAINED (MUST BE SURVEYED) TREE TO BE REMOVED × NOTES 1. The location of un-surveyed trees on this plan is approximate. Their 3.0m LANDSCAPE BUFFER location and ownership cannot be confirmed without being surveyed by MINIMUM 3.0m LANDSCAPE BUFFER a Registered BC Land Surveyor. . WALL LINE ACCESS TO TOWHNHOUSE SITE 10 2. All tree protection fencing must be 3.0m LANDSCAPE BUFFER UNDERGROUND ι. s/c s/c s/c s/c s/c s/c built to the relevant municipal bylaw PARKING specifications. The dimensions shown ✓ 2.0m LANDSCAPE BUFFER 13 12 11 10 9 ENTRANCE 17.40m are from the outer edge of the stem R1.1m O\$12 18.00m LINE OF BUILDING ABOVE TYPICAL PARKING STALL Nuc. of the tree. OS11 R1.1m -{ • } 6 5,5m X 2.6m (/18' X 8.5') 23'-0" DRIVE AISLE LINE OF ACCESS EASEMENT 3. The tree protection zone shown is a EXIT STAIR FROM R1.1m - (•) **OS10** BUFFER IN FAVOUR OF PARKING GARAGE graphical representation of the 14445 64 AVENUE critical root zone, measured from the BUFFER outer edge of the stem of the tree. (1 28, 27 26 SIDEWALK APE the trees diameter was added to the í. graphical tree protection circles to accommodate the survey point being LOBBY XIT STAIR FROM in the center of the tree) RECYCLIN THE O SIDEWALK EXIT STAIR FROM APARTMENTS ABOVE 4. No work is permitted within the Tree & PARKING BELOW Protection Zone with the exception COMMERCIAL of swales. Swale construction is only COMMERCIAL SPACE permitted under the direct N 3,768 2,391 SEF 1.6222 **AMAIL ROOM** LEXIT STAIR FROM M. EXIT STAIR FROM supervision of an arborist. 162 s 480 M2 18.40m C.R.U. 7 PARTMENTS ABOVE C.R.U. 929 S.F C.R.U. 4 755 S.F. C.R.U. 5 C.R.U. 6 1,131 S.F. [1.384.] C.R.U. 9 5. The 1.5m area No Build Zone does C.R.U. 2 -17/843 S.F. C.R.U. 11 C.R.U. 1 1.011 S.F. 1,131 S.F. 927 S.F. 956 S.F. 951 S.F. not allow for any building foundation [1.27M] 929 S.F. -9.3/8 wall encroachment. Excavation is 18.70m 18.55m 18.50m 18.45m 18.40m 18.30m 18.10m 17.95m 17.85m 17.85m permitted within this area under the ťyp. direct supervision of an arborist. SIDEWALK SIDEWALK 12 1-12 10 6 Drainage works such as lawn basins, 1.1m associated piping or services are FSIDE permitted within the No Build Zone 3.0m typ. under the direct supervision of an arborist. ¢ • • SITE 7. This plan is based on a topographic and tree location survey provided by $\hat{\mathbf{U}}$ Sig the owners' Registered British Columbia Land Surveyor (BCLS) and layout drawings provide by the owners' Engineer (P Eng). COMMERCIAL ACCESS LEFT IN 8. This plan is provided for context only, and is not certified as to the accuracy of the location of features or dimensions that are shown on this plan. Please refer to the original survey plan and engineering plans. REFERENCE DRAWINGS 25 m 1. Conceptual Site Plan provided by 介 client. Drawing No: 01 Drawing title: Tree Management Plan 3559 COMMERCIAL STREET Page # DIAMOND Date: 2020/06/12 VANCOUVER BC | V5N 4E8 T 604.733.4886 | F 604.733.4879 Project address: 14455 64 Avenue, Surrey BC Drawn by: DBE 1 of 1 Client: Sunmark Page Size: TABLOID 11"x17"



APPENDIX VI.





Advisory Design Panel Minutes

Location: Virtual Thursday, April 22, 2021 Time: 3:00 pm

Present:

Panel Members: R. Drew, Chair I. MacFadyen M. Heeney M. Pasqua R. Dhall S. Slot T. Bunting

Guests:

Baljit Johal, Mortise Construction Caelan Griffiths, PMG Landscape Architects Maciej Dembek, Barnett Dembek Architects Inc Meredith Mitchell, M2 Landscape Architecture Rajinder Warraich, Flat Architecture Sanveer Shoker, 1051980 BC Ltd.

Staff Present:

- A. McLean, City Architect
- N. Chow, Urban Design Planner
- C. Eagles, Administrative Assistant

RECEIPT OF MINUTES A.

It was

Moved by M. Pasqua Seconded by R. Drew That the minutes of the Advisory Design Panel meeting of March 25, 2021 be received. Carried

B. **NEW SUBMISSIONS**

1.

Time:	3:00 p.m.
File No.:	7919-0284-00
Address:	14455 64 Avenue
New or Resubmit:	New
Last Submission Date:	N/A
Description:	Rezoning from C-5 to CD (C-5 and RM-70), to allow for a mixed-use building, with 979 m ² of commercial space (11 CRUs) and 60 residential rental units. Application includes OCP amendment from Urban to Multi- Residential and South Newton NCP amendment from "Mixed-Use Townhouse" to "Mixed Commercial/Residential Apartment". Total proposed FAR is 1.5.
Developer:	Sanveer Shoker, 1051980 BC Ltd.
Architect:	Maciej Dembek, Barnett Dembek Architects Inc.
Landscape Architect:	Meredith Mitchell, M2 Landscape Architecture
Planner:	Luci Moraes
Urban Design Planner:	Nathan Chow

The Urban Design Planner advised that staff support the use, form, density and amendments to the plan and have no specific concerns. The Panel was asked to comment on the overall site planning, building character, and public realm interfaces.

The Project Architect presented an overview of the site and building plans, streetscapes and elevations. The building bridges over an existing easement on the site and allows drive-thru access to the parking areas.

The Landscape Architect presented an overview of the general concept for the Landscape plans.

ADVISORY DESIGN PANEL STATEMENT OF REVIEW

It was

Moved by S. Slot Seconded by M. Pasqua That the Advisory Design Panel (ADP) SUPPORT the project and recommends that the applicant address the following issues to the satisfaction of the Planning & Development Department; and

Recommend that the landscaping submission return to staff for further development.

Carried

Key Points:

- Reconcile the building form above and below the commercial datum. The opening patterns in the residential building above have been picked up and repeated at the commercial floor level.
- Ensure the landscape supports year-round privacy between this site and the neighbouring site to the north. Trees have been revised to ensure year round privacy and consistent screening between the proposed and neighbouring sites. Shrubs, too, have been revised accordingly.
- Give further consideration to the paving treatments at grade decreasing the amount of pavement. Asphalt surfaces are broken up with a pattern of unit paver banding.
- Give further consideration to the program uses at the outdoor amenity. The veggie garden is expanded; more seating areas are provided; an additional play structure is provided and both structures are expanded.

Site

- Recommend further emphasis on pedestrian movement. Pedestrian walks are consolidated as they wrap around the front sides are rear of the commercial level.
- The two elevators are supported in the project.

Form and Character

- Consider further differentiating the residential entry along 64 Avenue and the neighbouring CRU entries. A 1' x 2' cream coloured masonry veneer has been incorporated on wall finishes at the residential areas to differentiate them from commercial areas.
- Consider ways to bring upper level articulation down to retail level. The opening patterns in the residential building above have been picked up and repeated at the commercial floor level. The windows on the flanking bays

of the gable forms are repeated at ground level. To reinforce the connection with the windows above, the sills are raised and a base of two rows of 1' x 2' masonry units is added below these particular windows, adding a robust visual support to the bays above.

- Consider exploring the design opportunities available with the deletion of the gables or reconcile the geometry of the podium and the residential above. See the item immediately above.
- Consider evolving the façade expression at the roof top amenity in a way that speaks more to the nature of the program of the indoor amenity uses, and less to the residential suites. The walls on either side of the elevator mass are completely opened up with floor to ceiling and wall to wall glazing on this floor level.

Landscape

- Ensure there is consistent screening to the north property all year round. Trees have been revised to ensure year round privacy and consistent screening between the proposed and neighbouring sites. Shrubs, too, have been revised accordingly.
- Consider differentiation between asphalt drive aisles and parking. Asphalt surfaces are broken up with a pattern of unit paver banding within the drive aisles.
- Consider simplifying the articulation of surfaces at edges and jogs. Surface material vocabulary is reduced to concrete sidewalks only around the building, with pavers at crossings and within drive aisles.
- The surface should be made more distinct. Pavers are added within the drive ailses.
- Consider connecting the curved column driveway as it passes to the west, which would bring the lower units a nicer view. We are unable to revise any layout on the neighbouring property to the west. On our site we have maximized landscaping in this area, and added a special paving area within the drive aisle.
- Reconsider treatment of the PMT. The gravel width is reduced in size.
- The play area seems large, consider further programming with more seating. The roof top area is completely reworked, with more play area variety, more seating areas and more veggie garden plots.

CPTED

• Review the exit stairs at east underground lobby. The stairs provide access from the visitor parking area directly to the exterior. The landing level up from the grade landing is where a door will be provided for security purposes, separating the garage exit from floor levels above.

Sustainability

- Consider energy modeling as early in the design stage. Energy modelling has commenced. All recommendations of the modeller will be implemented as needed.
- Consider engaging and utilizing the energy model to inform the ongoing

design process and use future climate files. Will do.

- Recommend future casting, using current and future climate files to eliminate over heating. Will do.
- Consider efficient fixture fittings. Will do. This building will meet Step III Energy code and will require efficient equipment to augment energy use reduction.

Accessibility

- Recommend that 5% of the units be accessible. An alternate A1 accessible unit is provided for buyers that request it.
- Recommend a flush entry to balconies and suites in accessible units. Will be detailed as such in future working drawings.
- Recommend a minimum of 2 wheelchair accessible van parking stalls. 2 are provided. 1 in resident parking and 1 at grade west of the drive through entry.
- Recommend the elevators have floor callouts, circular handrails. Will be detailed as such in future working drawings.
- Consider moveable seating and accessibility within the amenity. Provided.
- Consider adding raised planters for wheelchair users. Planters are raised.
- The commercial and residential power doors are appreciated. Conduit will be provided to entry doors should individual commercial units, or the residential group elect to install power doors in future. They are not required by code at this time.
- The 2 metres walkways to commercial units is supported. OK.

HOUSING AGREEMENT

(Section 483, Local Government Act)

THIS AGREEMENT is made on the _____ day of _____, 2021

BETWEEN:

1051980 BC LTD.

A British Columbia company (Incorporation No. BC1051980), having an office at Unit 200 – 8120 – 128th Street, Surrey, BC V3W 1R1

(the "Owner")

AND:

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

(the "City")

WHEREAS:

A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);

Civic Address: 14455 64th Avenue Legal Description: Lot 1 Plan EPP81049 Section 15 Township 2 Land District 36 PID: 030-868-149

(the "Lands")

- B. The Owner has made application to rezone the Lands from C-5 to CD, OCP Amendment from "Urban" to "Multi-Residential", NCP Amendment from "Mixed- Use Townhouse" to "Mixed Commercial/Residential Apartment" and a Development Permit to construct one 4-storey building on the Lands (the "Building") containing approximately 60 residential apartment units (the "Apartment Units") and amenity space, over approximately 10,540 square feet of commercial space (the "Commercial Space"), and an underground parkade (the "Parkade"), together with related improvements;
- C. As part of the application for the amendment the Owner has voluntarily agreed to enter into a housing agreement pursuant to section 483 of the Local Government Act to ensure that, during the Term, all of the Apartment Units are used only for Market Rental Housing;
- D. Section 483 of the Local Government Act permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements;

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

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

- (a) "Agreement" means this Housing Agreement;
- (b) "Apartment Units" means containing approximately 60 residential apartment units in the Building;
- (c) "Building" means one 4-storey building on the Lands;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, and volunteers of the City from time to time;
- (e) "Commencement Date" means the date that is the first day of the month following the month in which the Occupancy Permit for the Building is issued by the City;
- (f) "Commercial Space" means approximately 10,540 square feet of commercial space in the Building;
- (g) "Development" means the development of the on the Lands done in accordance with the Development Permit;
- (h) "Development Permit" means Development Permit 7919-0284-00 issued by the City authorizing development on the Lands, as amended from time to time;
- (i) "Land Title Act" means the Land Title Act, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (j) "Lands" means:

Civic Address: 14455 64 Avenue, Surrey, British Columbia V3S 1X5 Legal Description: Lot 1 Plan EPP81049 Section 15 Township 2 Land District 36 PID: 030-868-149

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

- (n) "Market Rental Rate" means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
- (o) "Market Rental Unit" means a Rental Unit that is rented at market rates, as may be determined from time to time by the Owner;
- (p) "Notice" has the meaning given to it in Section 2.02;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (r) "Owner" means 1051980 BC LTD. and its respective successors in title from time to time as the registered or beneficial owner(s) of any portion of the Lands;
- (s) "Parkade" means the underground parkade comprising apart of the Building;
- (t) "Rental Housing" means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms' length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) "Rental Unit" means an Apartment Unit as a Market Rental Unit;
- (v) "Residential Tenancy Act" means the Residential Tenancy Act, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (w) "Term" has the meaning ascribed thereto in Section 2.01; and
- (x) "Zoning By-law" means the City's Zoning By-law 12000, as amended, replaced, or replaced from time to time.

ARTICLE II -TERM AND NOTICE

Section 2.01 Term

The term (the "Term") of this Agreement will commence on the Commencement Date and will end on the date that is 20 years from the date when an Occupancy Permit is issued for the originally constructed Market Rental Units. Section 2.03 Notice of Housing Agreement

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

ARTICLE III RESTRICTIONS ON AND CONDITIONS OF USE

Section 3.01 Owner's Covenants

The Owner covenants and agrees that throughout the Term:

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

ARTICLE IV ENFORCEMENT AND LIABILITY

Section 4.01 Enforcement

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

Section 4.02 Indemnity

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

ARTICLE V. GENERAL PROVISIONS

Section 5.01 Interpretation

In this Agreement:

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

and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

Section 5.02 Records

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

Section 5.03 Legislation

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

Section 5.04 Time

Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that 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 Partial Discharge

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

Section 5.11 Further Assurances

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

Section 5.12 Governing Law

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

Section 5.13 Severability

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

Section 5.14 Waiver

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

Section 5.15 No Fiduciary Relationship

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

Section 5.16 Joint and Several

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

Section 5.17 Survival

Notwithstanding anything contained herein:

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

Section 5.18 Notice

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

(a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or

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

Section 5.19 Owner's Representations and Warranties

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

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

Section 5.20 Counterparts

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

1051980 BC LTD. by its authorized signatory:

CITY OF SURREY by its authorized signatory(ies)

Name: Title: Director Name: Title:

Name Title: