

TO:	City Clerk, Legislative Services Division				
FROM:	Chief Development Approvals Officer Planning & Development Department				
DATE:	February 10, 2025	FILE:	7924-0178-00		
RE:	Agenda Item E.1, February 10, 2025 Regular Council – Land Use Meeting Development Application No. 7924-0178-00 Replacement Pages for the Planning Report				

Development Application No. 7924-0178-00 is on the February 10, 2025 Regular Council – Land Use Meeting agenda for consideration under Agenda Item E.1.

After finalizing the Planning Report, a few changes were needed to the proposed Housing Agreement which forms Appendix VII. These changes do not affect the proposed tenure, number of units or duration of the Housing Agreement.

The attached Appendix A shows a redline version of the replacement pages for the Planning Report and Bylaw No. 21554, and details the changes.

Shawn Low Chief Development Approvals Officer Planning & Development Department

Attachment - 7924-0178-00- Appendix A. Replacement Pages

- c.c. City Manager
 - General Manager, Planning & Development Dept.

APPENDIX A

CITY OF SURREY

HOUSING AGREEMENT (Residential Only)

THIS HOUSING AGREEMENT made the ___ day of _____, 20__.

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

WESOCA HOLDINGS LTD., a corporation having its offices at 201-15272 CROYDON DRIVE, SURREY BC V3Z 0Z5

(the "**NOMINEE**")

OF THE SECOND PART

AND:

WESOCA DEVELOPMENT LP., a corporation having its offices at 201-15272 CROYDON DRIVE, SURREY BC V3Z 0Z5

(the "BENEFICIAL OWNER")

(the Nominee and Beneficial Owner, together the "OWNERS")

OF THE THIRD PART

WHEREAS:

A. The Owner<u>s</u> isare the legal and beneficial owner<u>s</u> of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

2326 154th Street

PID 011-0306-882

Lot 20 Section 14 Township 1 New Westminster District Plan 8443

2334 154th Street:

PID 011-617-141

Strata Lot 1 Section 14 Township 1 New Westminster District Plan NW1000 together with an interest in the common property in proportion to the unit entitlement of the strata lot as Shown on Form 1

2336 154th Street:

001-617-168

Strata Lot 2 Section 14 Township 1 New Westminster District Plan NW1000 together with an interest in the common property in proportion to the unit entitlement of the strata lot as Shown on Form 1

2344 154th Street:

PID 004-329-872

Lot 148 Section 14 Township 1 New Westminster District Plan 51057

2352 154th Street:

PID 007-793-421

Lot 1 Section 14 Township 1 New Westminster District Plan 8941

(the "Lands");

- B. The Owners proposes to use the Lands for one market rental building with 48 units and a second market rental building with 127 units (the "**Development**");
- C. The Owner<u>s</u> ha<u>ves</u> voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act,* R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owners (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
 - (a) **"Agreement**" means this housing agreement and any amendments to or modifications of the same;
 - (b) "City" means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
 - (c) **"City Personnel**" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
 - (d) "Claims and Expenses" means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
 - (e) "**Development**" means as defined in Recital B;
 - (f) **"Dwelling Unit**" means each of the 174 dwelling units to be constructed within the Development;
 - (g) **"Lands**" means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*;
 - (h) "Owners" means the persons named on the first page of this Agreement and the legal and beneficial owners at any given time and any successors in title of the Lands;
 - (i) "Rental Units" means 175 Dwelling Units which must be made available by the Owners to the general public at arms' length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
 - (j) **"Term**" means 60 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS

- 2.1 During the Term the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 The City may, from time to time, during the Term request the Owners to provide written proof of compliance with section 2.1 and the Owners agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.3 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.4 All of the Rental Units must be owned by the same Owner(s).
- 2.5 Throughout the Term, the Owner<u>s</u> shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner<u>s</u> obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner<u>s</u> arising under this Agreement.

3. <u>LIABILITY</u>

- 3.1 **Indemnity.** The Owners shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owners contained in this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.2 **Release.** The Owners does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owners may have against the City and City Personnel, which the Owners now haves or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.3 **Obligations Continue.** The Owners covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

4. <u>NOTICE</u>

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

(a) As to the City:

City of Surrey 13450 – 104 Avenue Surrey, BC V3T 1V8 Attention: <u>General Manager</u>, Planning and Development Department

(b) As to the Owner<u>s</u>:

WESOCA HOLDINGS LTD. 201-15272 CROYDON DRIVE SURREY BC V3Z 0Z5 Attention: <u>CHARLES WESTGARD</u>

WESOCA DEVELOPMENT LP. 201-15272 CROYDON DRIVE SURREY BC V3Z 0Z5 Attention: <u>CHARLES WESTGARD</u>

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

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

5. <u>GENERAL</u>

- 5.1 **Joint and Several.** Where the Owner<u>s</u> consist<u>s</u> of more than one person, each such person will be jointly and severally liable to perform the Owner<u>s</u> obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owners.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owners under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owners and the City.

- 5.4 **Agreement for Benefit of City.** The Owner<u>s</u> and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner<u>s</u> or any mortgagee of the Owner<u>s</u>, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **No Waiver.** The Owner<u>s</u> acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.6 **City Not Required to Prosecute.** The Owner<u>s</u> agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owners acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owners under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors**. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

- 5.12 **Priority.** The Owners shall at the sole expense of the Owners, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner<u>s</u> shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 5.15 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owners regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owners have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

CITY OF SURREY

By:

Authorized Signatory

Brenda Locke, Mayor City of Surrey

By:

Authorized Signatory

Jennifer Ficocelli, City Clerk and Director Legislative Services City of Surrey

WESOCA HOLDINGS LTD.

By:

Authorized Signatory Name: CHARLES WESTGARD Title: DIRECTOR

WESOCA DEVELOPMENT LP

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By:

Authorized Signatory Name: CHARLES WESTGARD Title: DIRECTOR

City of Surrey PLANNING & DEVELOPMENT REPORT Application No.: 7924-0178-00

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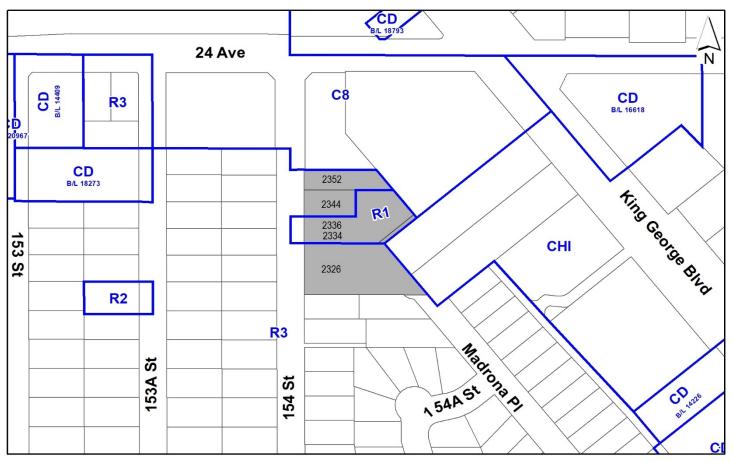
Planning Report Date: February 10, 2025

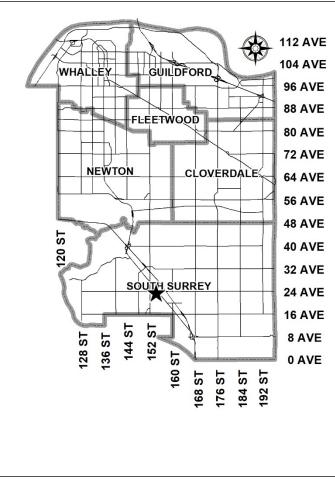
PROPOSAL:

- **OCP Amendment** from Urban to Multiple Residential, and increase in permitted density from 1.5 FAR to 2.3 FAR
- LAP Amendment from Single Family Residential (6 upa) to Apartments
- **Rezoning** from R1 and R3 to CD (based on RM-70)
- Development Permit
- Housing Agreement

to permit the development of two residential buildings with a total of 175 rental dwelling units.

LOCATION:		2352 154 Street, 2326 154 Street,			
		2344 154 Street, 2334 154 Street, 2336 154 Street, portion of unopened lane			
	ZONING:	R1 and R3			
	OCP DESIGNATION:	Urban			
	LAP DESIGNATION:	Single Family Residential			





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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 and to increase the permitted density from 1.5 to 2.3 FAR.
- Proposing an amendment to the King George Corridor South Local Area Plan (LAP) designation from Single Family Residential (6 upa) to Apartments.

RATIONALE OF RECOMMENDATION

- 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 Surrey.
- 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 King George Corridor South Local Area Plan (LAP) and in accordance with the Development Permit (Form and Character) design guidelines in the OCP.
- The applicant has adjusted their proposal to address community concerns regarding access to Madrona Place
- The applicant is proposing 100% of the 175 units as rental units, with a 60-year Housing Agreement.
- The proposed building achieves an attractive architectural built form, which utilizes high quality, natural materials and contemporary lines. The street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.
- The building massing transitions with 6 storeys at the north end, to 5 storeys and 4 storeys at the south end to provide for better interfaces with adjacent development.

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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 and the unopened lane from Urban to Multiple Residential and a date for Public Hearing be set.
- 2. A By-law be introduced to amend the OCP, "Table 7a: Land Use Designation Exceptions" to allow for an FAR of 2.3 within the Multiple Residential land use designation and a date for Public Hearing be set:

"Bylaw No.	Land Use Designation	Site Specific Property	Site Specific Permission
Bylaw No. XXXXX	Multiple Residential	2352 154 Street (007-793-421, Lot 1, Plan 8941), 2326 154 Street (011- 306-882, Lot 20, Plan 8443), 2344 154 Street (004-329-872, Lot 148, Plan 51057), 2334 154 Street (001- 617-141, Strata Lot 1, Strata Plan NW1000), 2336 154 Street (001- 617-168, Strata Lot 2, Strata Plan NW1000), Common property of Strata Plan NW1000, portion of road shown on plan. As outlined on the Survey Plan, attached hereto as Appendix I, certified correct by M. Adam Fulkerson, B.C.L.S on the 4th day of February, 2025, collectively containing 0.667 hectares.	Density permitted up to 2.3 FAR (net calculation)

- 3. 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.
- 4. A By-law be introduced to rezone the subject site and the unopened lane from "Suburban Residential Zone (R1)" and "Urban Residential Zone (R3)" to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
- 5. A By-law be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.
- 6. Council authorize staff to draft Development Permit No. 7924-0178-00 generally in accordance with the attached drawings (Appendix I).
- 7. Council instruct staff to resolve the following issues prior to final adoption:

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- (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
- (b) submission of a subdivision layout to the satisfaction of the Approving Officer;
- (c) Approval from the Ministry of Transportation & Infrastructure;
- (d) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
- (e) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
- (f) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
- (g) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
- (h) the applicant enter into a Housing Agreement with the City to provide all 175 dwelling units as rental units for 60 years;
- (i) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;
- (j) completion of the road closure and acquisition of an unopened lane; and
- (k) 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.
- 8. Council pass a resolution to amend the King George Corridor South Local Area Plan (LAP) to redesignate the land from Single Family Residential (6 upa) to Apartments when the project is considered for final adoption.

Direction	Existing Use	OCP/LAP/TCP Designation	Existing Zone
Subject Site	Single family dwellings and	Urban / Single Family	R1 and R3
	a duplex	Residential	
North:	Real Estate Offices	Commercial / Single Family	C-8
		Residential & Shopping	
		Centre	

SITE CONTEXT & BACKGROUND

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Direction	Existing Use	OCP/LAP/TCP Designation	Existing Zone
East:	Sunnyside Village and Movie	Commercial & Urban / Single	C-8 and CHI
	Theatre, self-storage and	Family Residential &	
	childcare centre	Shopping Centre	
South:	Single family dwellings	Urban / Single Family	R ₃
		Residential	-
West (Across	Single family dwellings	Urban & Multiple Residential	R ₃
154 Street):		/ Townhouses and Low Rise	
		Residential	

Context & Background

- The subject site is comprised of four properties and one unopened lane, containing single family homes and one duplex, for a total gross site area of 0.66 hectares (1.64 acres).
- The site is zoned "Suburban Residential Zone (R1)" and "Urban Residential Zone (R3)", designated Urban in the Official Community Plan (OCP), and Single Family Residential (6 upa) in the King George South Corridor Plan.
- The site slopes down from west to east, with frontage on 154 Street.
- The site is within the King George South Corridor Plan, and the lands to the west along 154 Street are part of the Semiahmoo Town Centre Plan.

DEVELOPMENT PROPOSAL

Planning Considerations

- The application proposes an amendment to the King George South Corridor Plan to redesignate the site from Single Family Residential (6 upa) to Apartments, an amendment to the OCP to redesignate the site from Urban to Multiple Residential and to increase the permitted density from 1.5 to 2.3 FAR. The application also includes rezoning the site from "Suburban Residential Zone (R1)" and "Urban Residential Zone (R3)" to "Comprehensive Development Zone (CD)", based on "Multiple Residential 70 (RM-70) Zone" and a Development Permit for Form & Character to allow for 175 rental residential units in two apartment buildings.
- As the proposal includes 100% market rental for the apartment units, the OCP allows for an increase in density given the community benefit of the provision of long-term rental housing (Housing Agreement for 60 years). The proposed FAR for the multi-family site is 2.3, which exceeds the 1.5 maximum FAR that is permitted in the sites Multiple Residential OCP designation.
- There are a total of 175 units proposed, with 6 units as studios, 90 units as one-bedroom or one-bedroom and den, 71 units as two-bedroom or two-bedroom and den, and 8 units as three-bedroom apartments. A total of 134 (76%) of the units are proposed as adaptable units.

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- The 175 units are divided between 2 buildings. The northern Building 'A' is proposed with 6 storeys, and the southern Building 'B' is proposed with 5 storeys, reducing to 4 storeys along the southern façade to provide a more sensitive interface with the R3 zoned homes. The northern building is larger with a total of 127 units, and the southern building has 48 units proposed.
- The total required number of parking spaces is 193, and the applicant proposes 222 parking spaces, with all but 2 provided in the underground parking facility. There are 2 visitor parking spaces proposed on the ground floor close to the south lobby, to facilitate deliveries.
- Outdoor and indoor amenity areas exceed the minimum required. There are indoor amenity spaces proposed on both buildings, which are to be shared between all residents. The outdoor amenity space is proposed between the two buildings, and it is more than double the requirement.

	Proposed	
Lot Area		
Gross Site Area:	6,669.20 square metres	
Road Dedication:	463.21 square metres	
Net Site Area:	6,205.99 square metres	
Number of Lots:	1	
Building Height:	21 metres	
Unit Density:	282 units per hectare / 114 units per acre	
Floor Area Ratio (FAR):	2.3 FAR	
Floor Area		
Residential/Total:	13,752.28 square metres	
Residential Units:		
Studio:	6	
1-Bedroom:	90	
2-Bedroom:	71	
3-Bedroom:	8	
Total:	175 (with 76% adaptable units)	

Referrals

Engineering:

The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix II.

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School District:	The School District has advised that there will be approximately 28 school-age children generated by this development, of which the School District has provided the following expected student enrollment.
	16 Elementary students at Jessie Lee Elementary School 7 Secondary students at Earl Marriott School
	(Appendix III)
	Note that the number of school-age children is greater than the expected enrollment due to students attending private schools, home school or different school districts.
	The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by March 2027.
Parks, Recreation & Culture:	Jessie Lee Park is the closest active park with amenities including, a shared outdoor sport court, natural area, and is 475 metres walking distance from the development.
Ministry of Transportation & Infrastructure (MOTI):	Preliminary Approval is granted for the rezoning and development permit for one year from January 14, 2025, pursuant to section 52(3)(a) of the Transportation Act, under File No. 2025-00073
Surrey Fire Department:	No concerns.
Advisory Design Panel:	At the Regular Council – Land Use meeting on December 18, 2023, Council endorsed Corporate Report No. R214 (2023) which amended the Terms of Reference of the City's Advisory Design Panel (ADP) which permits multi-family proposals that are 6- storeys or less, and supported by City staff, to proceed to Council for By-law introduction, without review and/or comment from the ADP.
	The subject development proposal is generally supported by City staff and the applicant has agreed to resolve any outstanding items, to the satisfaction of the Planning and Development Department, prior to consideration of Final Adoption of the Rezoning By-law as well as issuance of the Development Permit.

Transportation Considerations

- There is 1.94 metres of road dedication for 154 Street along the western portion of the site, as well as for the completion of the Madrona Place cul-de-sac, at the southeast corner of the site (14 metres radius).
- Access is proposed at the south end of the site on 154 Street to the west. No vehicular access is proposed to Madrona Place, but there is a pedestrian connection through the site. An internal drive aisle is proposed along the south portion of the site, with access to the ramp and the

underground parkade. 2 parking spaces are proposed along the drive aisle to facilitate deliveries. The applicant is proposing to exceed the parking requirements on the site, with an additional 29 parking spaces.

• There are painted bike lanes and bus service on 24 Avenue (90 metres from the proposal) and on King George Boulevard (230 metres from the proposal).

Sustainability Considerations

• The applicant has met all of the typical sustainable development criteria, as indicated in the Sustainable Development Checklist. The applicant also proposes 76% of the units to be adaptable.

POLICY & BY-LAW CONSIDERATIONS

Regional Growth Strategy

• The site is designated General Urban in the Regional Growth Strategy (RGS), and the proposal complies with the designation.

Official Community Plan

Land Use Designation

- The site is designated Urban in the Official Community Plan (OCP).
- The proposal includes an amendment to the OCP designation from Urban to Multiple Residential.
- In addition, the applicant is requesting an increase in the allowable FAR under the Multiple Residential designation from 1.5 to 2.3 which is required in order to accommodate the form of development proposed.

Amendment Rationale

- The proposed amendment will increase the density in this corridor and further support the Frequent Transit Corridor along King George Boulevard and 152 Street, in proximity to this proposal, as well as transit on 24 Avenue. This also complements the Semiahmoo Town Centre Plan, directly to the west.
- The proposed development will not be subject to the 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, given the provision of 100% rental units.
- 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

• A1.3 Accommodate urban land development according to the following order of growth management priorities:

b. Vacant or under-developed 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 a few single-family lots, that are designated Urban in the OCP, and is well served by bus and bike routes.)

- A1.5a Support Frequent Transit Corridors, Frequent Transit Development Areas (FTDA) and Skytrain Corridor Planning Areas as priority development areas for Surrey to accommodate an increased proportion of density and growth.
- 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
 - o provide amenities for residents.

(The proposed development will provide a mix of rental housing options, from studio units to 3-bedroom units, with 76% of the units adaptable, in the King George Corridor area and is in proximity to the commercial node located at 24 Avenue and King George Boulevard.)

• B3.5 Ensure that densities along Frequent Transit Corridors and within FDTA and Skytrain Corridor Planning Areas are sufficient to support rapid transit infrastructure investments.

(The proposal supports the Frequent Transit Network along King George Boulevard and 152 Street, by providing appropriate residential densities).

• B6.6 Design buildings to enhance the activity, safety and interest of adjacent public streets, plazas, and spaces.

(The proposal has appropriate massing and interface, particularly where it is adjacent to existing lower density residential uses. Units along the northern portion of the site, across the street from lands designated for apartments are proposed with higher density and building height than units along the southern portion of the site, across the street from lands designated for townhouses, and adjacent to existing single family homes).

• 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.)

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• 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 175 market rental units, ranging from studios to three-bedroom units, secured through a Housing Agreement for at least 60 years)

Secondary Plans

Land Use Designation

• The proposal includes an amendment to the King George Corridor South Local Area Plan (LAP) to redesignate the land from Single Family Residential (6 upa) to Apartments.

Amendment Rationale

- The King George Highway Corridor Plan is an older plan that does not account for higher densities. It is also noted that since the time that the plan was enacted in 1995, City practices and policies have evolved to encourage denser forms of development in well-served areas, as well as the provision of purpose-built rental housing units.
- The proposed density and building form are appropriate for this part of King George Boulevard and has a strong street presence along 154 Street, which will contribute to a more vibrant pedestrian environment. The subject site is located in an area that is well served by transit, and the proposed use and density can further support transit.
- 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, given the provision of 100% rental units.

CD By-law

- The applicant proposes to rezone the subject site from "Suburban Residential Zone (R1)" and "Urban Residential Zone (R3)" to "Comprehensive Development Zone (CD)".
- The applicant is proposing a "Comprehensive Development Zone (CD)" to accommodate two proposed 6-storey residential buildings on the subject site. The proposed CD By-law for the development identifies the uses, densities and setbacks proposed. The CD By-law will have provisions based on the "Multiple Residential 70 Zone (RM-70)".
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the RM-70 Zone and the proposed CD By-law is illustrated in the following table:

Application No.: 7924-0178-00

Page 11

Zoning	RM-70 Zone (Part 24)		Proposed CD Zone		
Unit Density:	n/a		n/a		
Floor Area Ratio:		1.5	2.3		
Lot Coverage:		33%	50%		
Yards and Setbacks		7.5 metres	West: 4.5 metres		
			North: 5.3 metres		
			East: 6.0 metres and 4.5 metres		
			at Madrona Place		
			South: 15 metres		
Principal Building		50 metres	50 metres		
Height:					
Permitted Uses:		Multiple unit residential buildings and ground-oriented			
	multiple unit residential buildings				
Indoor Amenity:	3	m ² per unit for 175 units=	The proposed 540.6 m ² exceeds		
		525 m ²	the Zoning By-law requirement.		
Outdoor Amenity:		m ² per unit for 175 units=	The proposed 1,092.3 m ²		
	525 m ²		exceeds the Zoning By-law		
			requirement.		
Parking (Part 5)		Required	Proposed		
Residential (rental):		175	202		
Residential Visitor:		18	20		
Total:		193	222		
Bike Parking					
Residential Secure Parking:		175	210		
Residential Visitor:		10	12		

- The proposed CD Zone has the same permitted uses as the RM-70 Zone, with a few differences:
 - FAR is increased from 1.5 to 2.3
 - Lot coverage is increased from 33% to 50%
 - Setbacks are chnges from 7.5 m to:
 - 4.5 m along 154 Street (west yard)
 - 5.3 m along the north yard
 - 6.0 m along the east yeard, with a reduction to 4.5 m at the Madrona Place culde-sac
 - 15 m along the south yard, to provide additional separation to the existing signle family lots
- The permitted building height in the RM-70 Zone is 50 metres, but the applicant is proposing 21 metres building height. As it is under the permitted height, this was not changed in the CD Zone.
- The applicant is also proposing 29 parking spaces in addition to the requirements in the Zoning By-law, and double the requested outdoor amenity space.

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. A fee update has been approved in April 2023, under Corporate Report No.R037;2023.
- 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 CAC payable if there is a future change in tenure.

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 \$1,113.92 per new unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects.
- As a rental project, the subject proposal is exempt from the provision of this policy. The applicant will be required to register a Section 219 Restrictive Covenant, making the fees payable if there is a future change in tenure from the market rental, 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 Public Art contribution will not be required as the proposal includes 100% market rental units.

PUBLIC ENGAGEMENT

- Pre-notification letters were sent on December 19, 2024, and the Development Proposal Signs were installed on November 25, 2024. Staff received 11 responses from neighbours, 3 of which were just requests for additional information, with no concerns, and one mentioned "concerns", but did not specify what they were. From the 7 concerns, 6 were regarding no connection to Madrona Place, 3 about parking, 2 about traffic, and 1 about crime.
 - The subject development application was referred to the Little Campbell Watershed Society, Semiahmoo Residents Association, Friends of the Semiahmoo Bay Society and Surrey Board of Trade. No comments were received.

Application No.: 7924-0178-00

• Concerns that the proposed density will increase traffic and parking demands.

The proposal for 175 units did not require a Traffic Assessment Study (which are typically only required for projects in excess of 250 units for multiple residential developments). The proposal will have direct access to 154 Street for parking, the proposal includes 29 parking spaces in excess of the minimum required by the Zoning By-law.

• Crime

There is no correlation between crimes around a rental building or owner-occupied building.

• Madrona Place connection

Initially, the proposal includes the connection of Madrona Place to 154 Street, along the south portion of the site. Staff heard several concerns from neighbourhood residents about this connection, which would improve connectivity for the neighbourhood, but increase through traffic.

Staff, in conjunction with the applicant, have reassessed the options, and have moved forward with a proposal for no road connection. Instead, the applicant will complete the cul-de-sac on Madrona Place, and will offer a pedestrian connection only, which will facilitate movement for pedestrians, cyclists and transit users on Madrona Place, connecting to 24 Avenue.

DEVELOPMENT PERMITS

Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character and is also subject to the urban design guidelines in the King George Corridor South Local Area Plan (LAP).
- The proposed development generally complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the King George Corridor South Local Area Plan (LAP).
- The multi-family site is comprised of Building A (north) and Building B (south), for a total of 175 units. Building A is the larger building, with 6 storeys, and a total of 127 proposed units. Building B is 5 storeys, and has a total of 48 units.
- The applicant has worked with staff to improve access to the ground floor units, make changes to the road dedication after community feedback regarding Madrona Place, transition the building heights to be sensitive to the context, and to improve the materials and interface along the public realm.
- Building materials include fibre cement panel (beige and charcoal finish), brick (beige and charcoal finish), vertical panel cladding and clear glass guardrails. The brighter colour materials are more present along the lower floors.

- An under canopy signage is proposed for both lobbys, and is well integrated with the architecture.
- To prevent overheating of the flat roofs during summer, roofing materials and finishes with SRI of 75 or higher have been proposed for the roof and roof deck patio.

Landscaping

- Landscaping is comprised of a landscape buffer along all property lines. Along the south side, the buffer is 3 metres wide, with 4.5 metres along 144 Street, 1.5 metres along the north and eastern sides, and 3 metres along the Madrona Place cul-de-sac. There's planting also between the buildings, within the outdoor amenity space, and on the rooftop of Building B. Most of the outdoor amenity space is proposed between the buildings and is discussed later in this report.
- The new trees on the site will consist of a variety of trees including Red Japanese Maple, Golden Catalpa, Weeping Nootka Cypress, Dawyck Purple Beech, Princeton Sentry Maidenhair, Japanese Stewartia, and a variety of shrubs.

Indoor Amenity

- The Zoning By-law requires 525 square metres of both indoor and outdoor amenity spaces.
- The proposal includes 540.6 square metres of indoor amenity space, which exceeds the minimum requirement.
- The indoor amenity space is proposed on the ground floor of both buildings, with two gyms, two party rooms, and a co-working space. All amenities will be accessible to residents of both buildings.

Outdoor Amenity

- The proposal includes 1,092.3 square metres of outdoor amenity space, which greatly exceeds the minimum requirement.
- There is a larger outdoor amenity space proposed between the two buildings, which includes a playground area, picnic tables and seating areas.
- There is a second outdoor amenity space on the rooftop of Building B, which features additional seating areas and picnic spaces.
- Both the larger space on the ground floor and the additional space on the rooftop are accessible to all residents.

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. These generally include further design and colour changes along the 154 Street façade to assist in reducing the perceived height of the building.
- 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

- Corey Plester, ISA Certified Arborist of Mike Fadum & Associates Ltd. prepared an Arborist Assessment for the subject site. The table below provides a summary of the proposed tree retention and removal. A detailed list of the proposed tree retention and removal by tree species can be found in (Appendix IV):
- All trees identified for removal, retention and/or replacement are subject to change prior to final approval of the arborist report.

		Existing	Remove	Retain
Alder/Cottonwood		20	20	0
Deciduous Trees		30	30	0
Coniferous Trees		35	35	0
Onsite Tree Totals		<u>85</u>	<u>85</u>	<u>0</u>
Onsite Replacement Trees Proposed 95		5		
Total Onsite Retained and Replacement Trees		95	5	

Table 1: Summary of Proposed Onsite Tree Preservation by Tree Species:

- The Arborist Assessment states that there are a total of 85 bylaw protected trees on the site. Additionally, there are 9 bylaw protected offsite trees and 2 bylaw protected City trees within proximity of the proposed development. The applicant proposes to not retain any onsite trees 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.
- Additionally, 9 offsite including 2 City trees are proposed for removal to accommodate the parkade excavation.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 1 to 1 replacement ratio for Alder and Cottonwood trees, and a 2 to 1 replacement ratio for all other trees. This will require a proposed total of 150 replacement trees on the site. Since there are a proposed 95 replacement trees on the site, the proposed deficit of 55 replacement trees will require an estimated cash-in-lieu payment of \$30,250.00, representing \$550 per tree, to the Green City Program, in accordance with the City's Tree Protection By-law.

- The new trees on the site will consist of a variety of trees including Red Japanese Maple, Golden Catalpa, Weeping Nootka Cypress, Dawyck Purple Beech, Princeton Sentry Maidenhair, Japanese Stewartia, and a variety of shrubs.
- In summary, a total of 95 trees are proposed to be retained or replaced on the site with an estimated contribution of \$30,250.00 to the Green City Program.

INFORMATION ATTACHED TO THIS REPORT

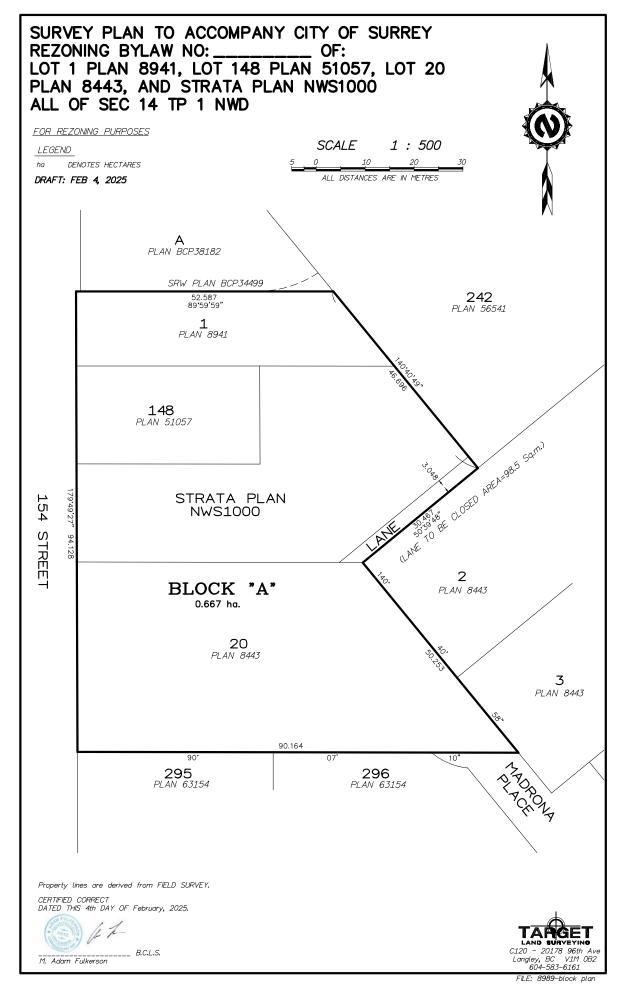
The following information is attached to this Report:

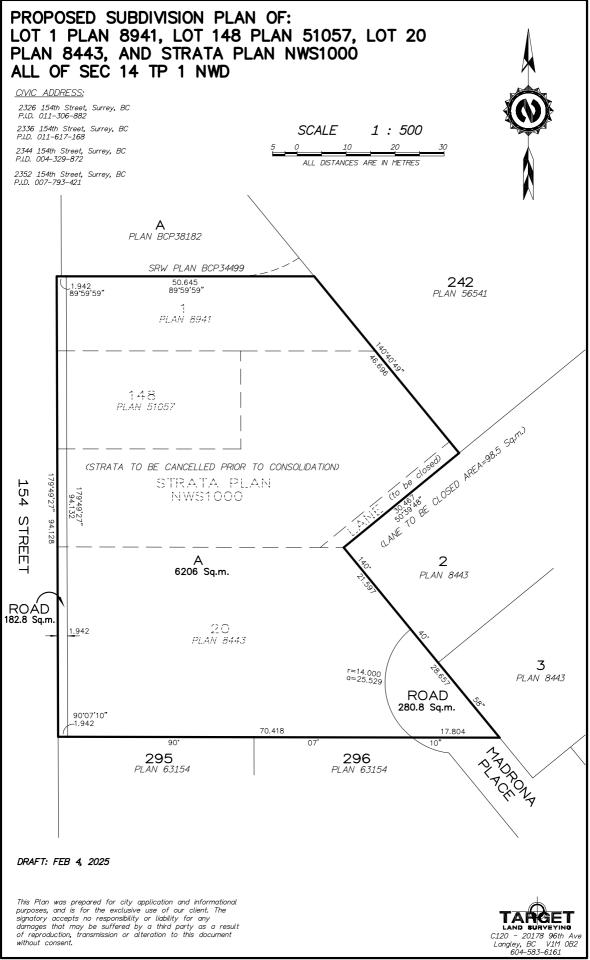
Survey Plan, Proposed Subdivision Layout, Site Plan, Building Elevations,
Landscape Plans and Perspective
Engineering Summary
School District Comments
Summary of Tree Survey, Tree Preservation and Tree Plans
OCP Redesignation Map
LAP Redesignation Map
Proposed Housing Agreement By-law and Housing Agreement

approved by Shawn Low

Ron Gill General Manager Planning and Development

LFM/ar





FILE: 8989-SUB

154th STREET RESIDENCES

JANUARY 31, 2025 RE-ISSUED

RE-ISSUED FOR REZONING/ DEVELOPMENT PERMIT

LEGAL DESCRIPTION LOT 1 PLAN 8941, LOT 148 PLAN 51057, LOT 20 PLAN 8443, AND LOT 1 & 2 STRATA BULDING PLAN NWS1000 ALL OF SECTION 14 TOWNSHIP NEW WESTMINSTER DISTRICT



CIVIC ADDRESS 2326, 2334/2336, 2344, & 2352 154th STREET SURREY, BC



OWNER WESOCA DEVELOPMENTS LP. TAYLA WESTGARD

#201 - 15272 CROYDON DRIVE SURREY, BC V32 025 EMAIL: TAYLA@BEECHWESTGARD.CA PH: (604)538-3525



ARCHITECTURAL MGB ARCHITECTURE INC. MIKE RAYMENT

#300 - 7 EAST 6TH AVE. VANCOUVER, BC V5T 1J3 EMAIL: MRAYMENT@MGBA.COM PH: (604)484-8285 x 119

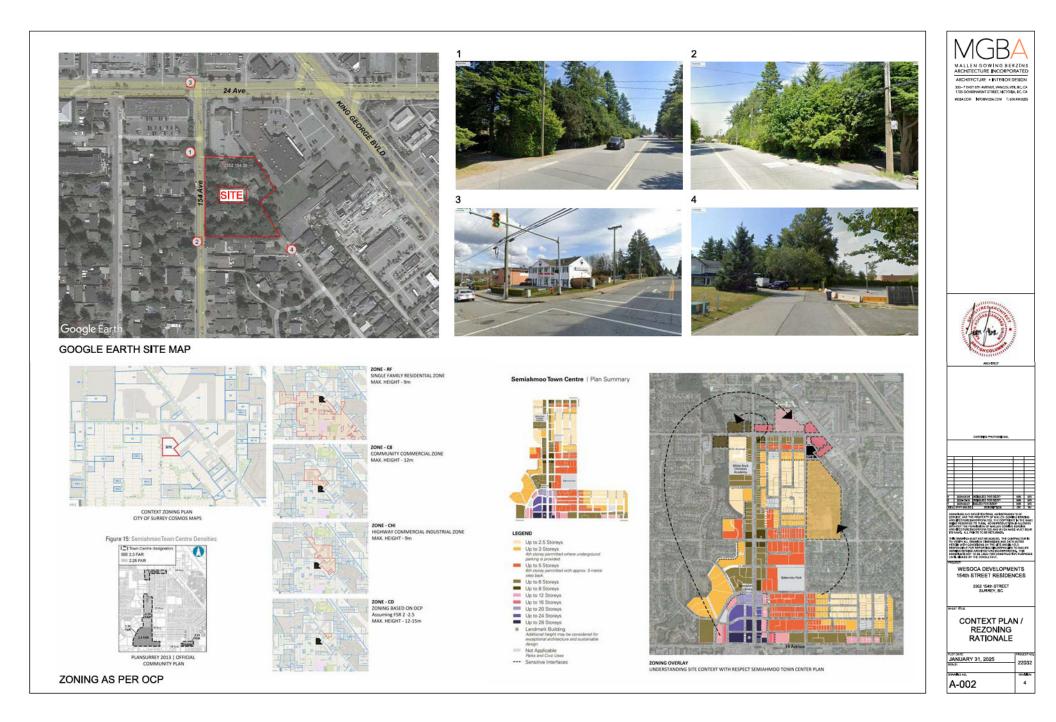
CIVIL WEDLER ENGINEERING LLP STAN REID

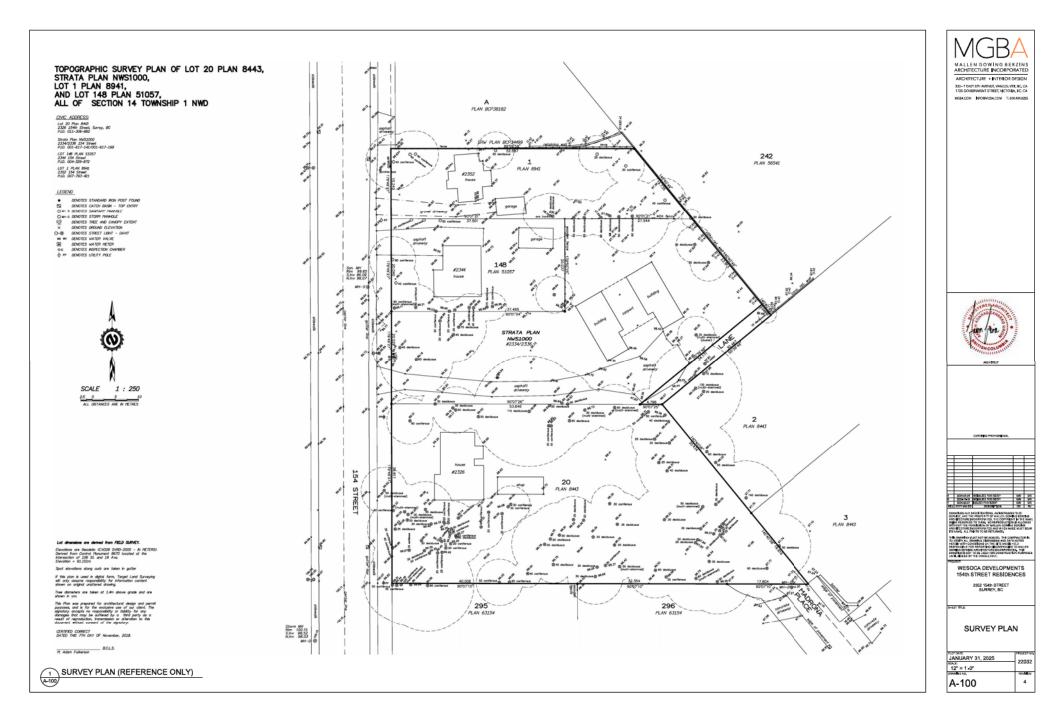
#202 - 10216 128 ST SURREY, BC V3T 225 EMAIL: SREID@WEDLER.COM PH: (604)588-1919 x 108

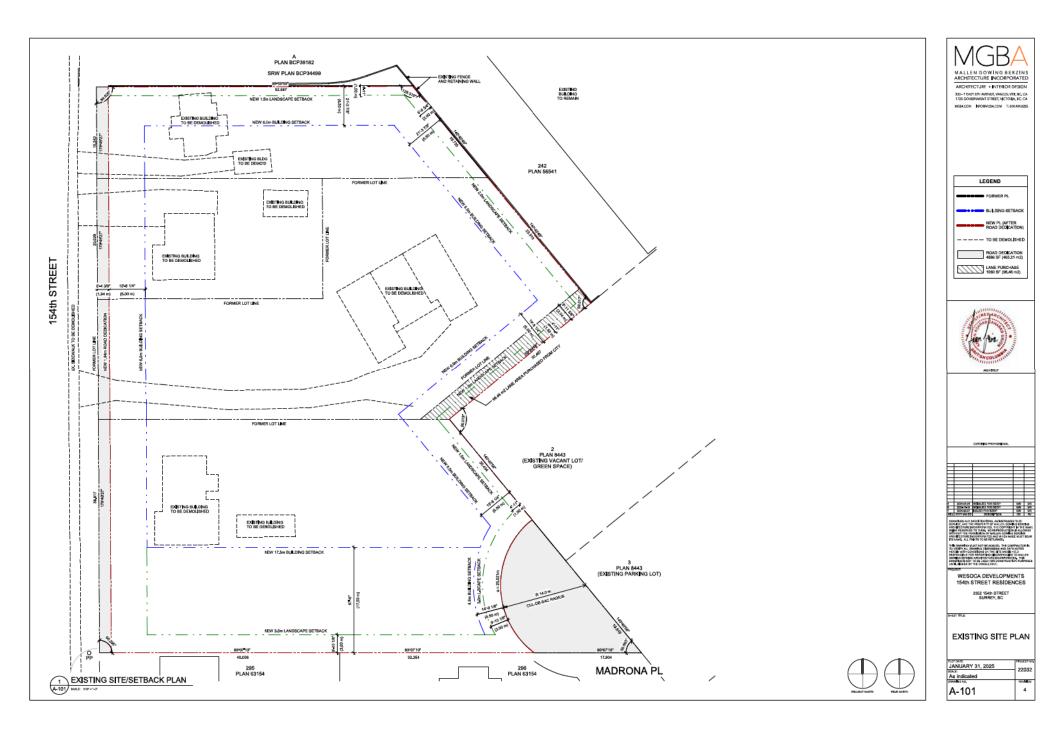
LANDSCAPE

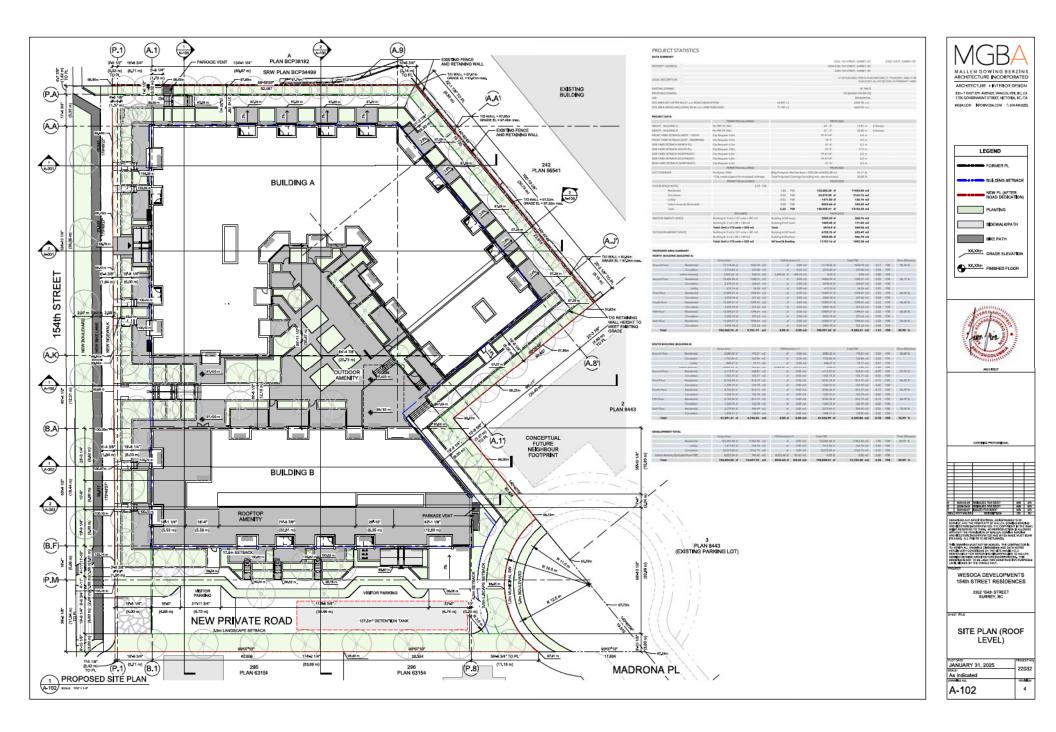
PMG LANDSCAPE ARCHITECTS REBECCA KREBS

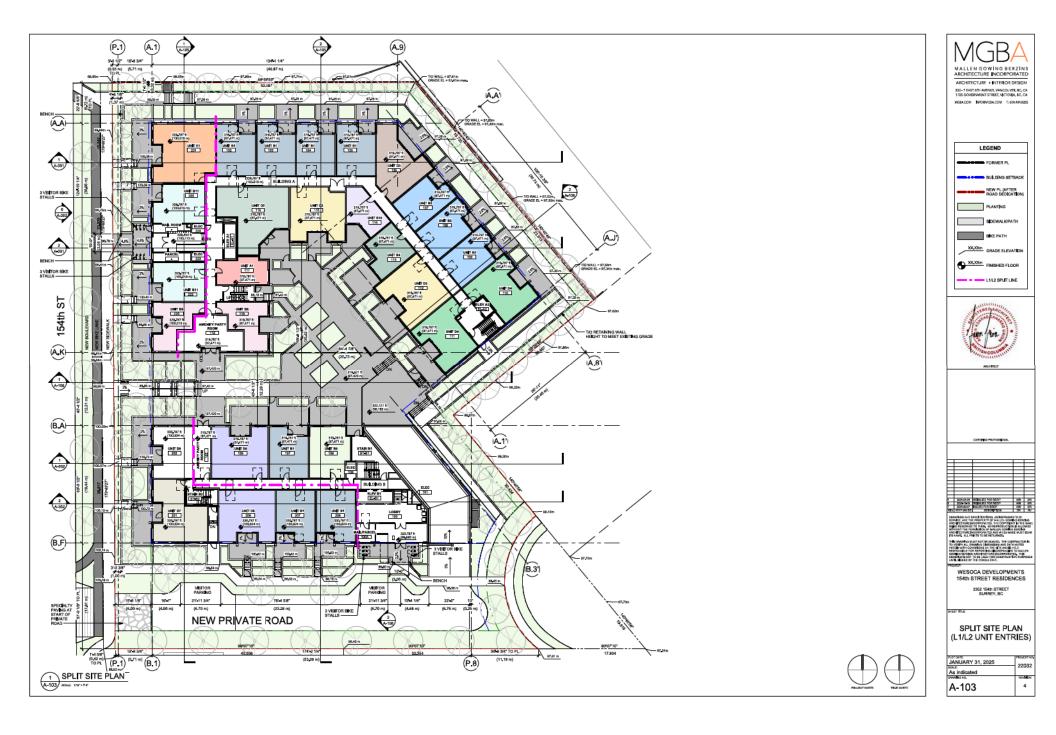
#C100 - 4185 STILL CREEK DRIVE BURNABY, BC V5C 6G9 EMAIL: REBECCA@PMGLANDSCAPE.COM PH: (604)294-0011

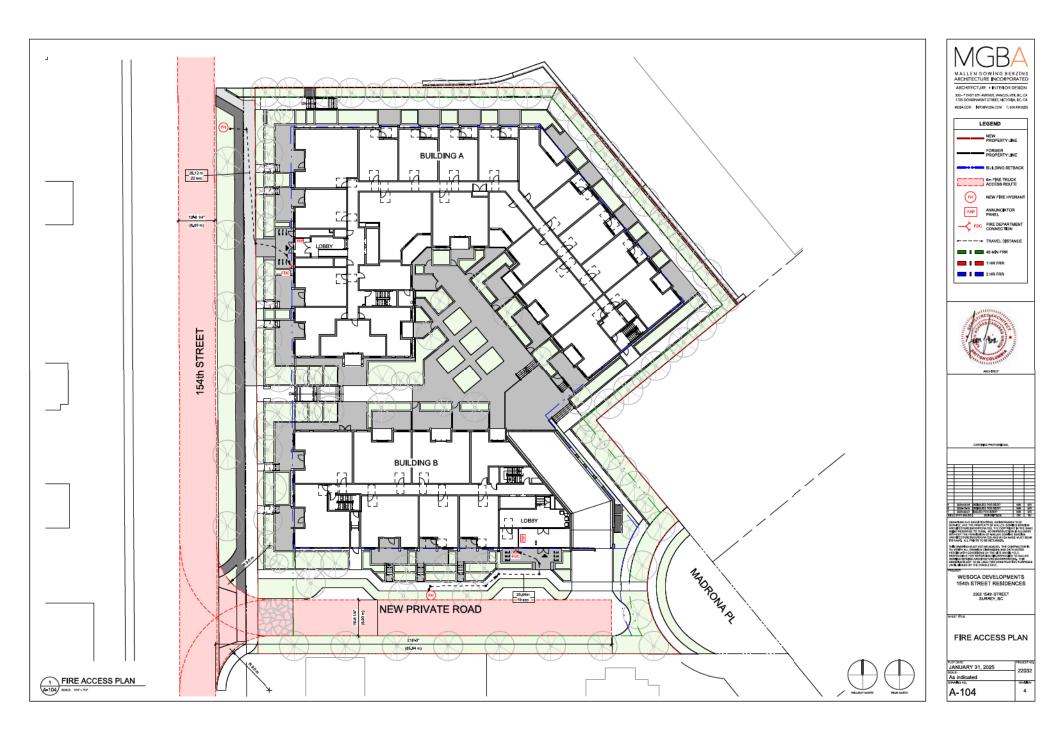


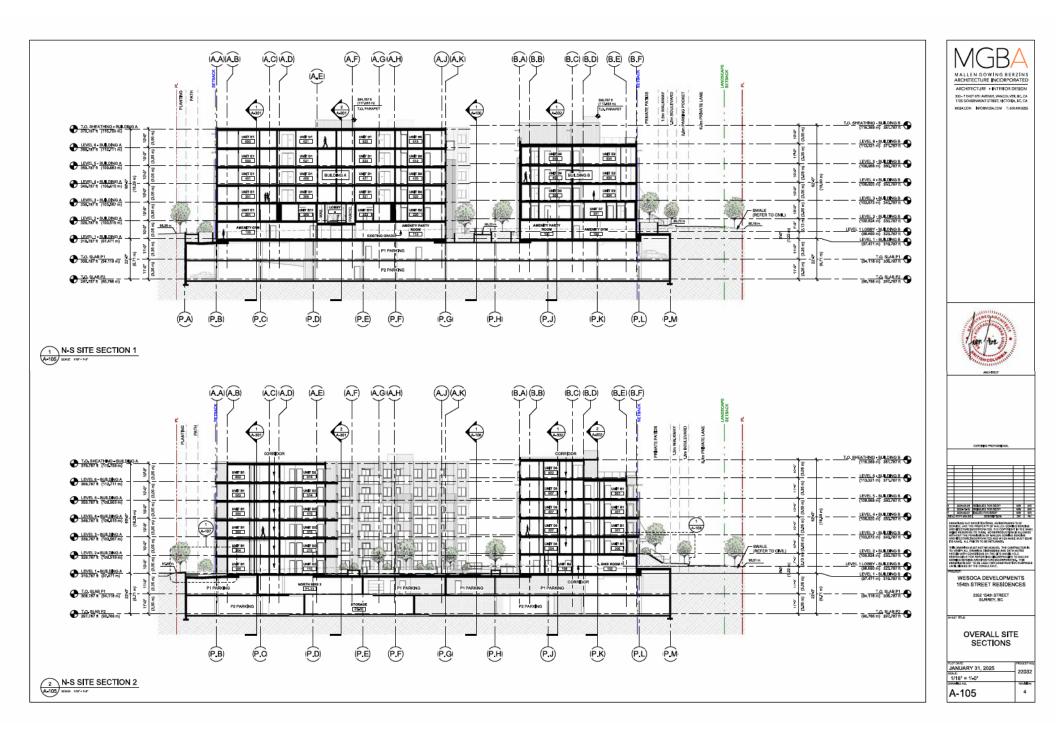


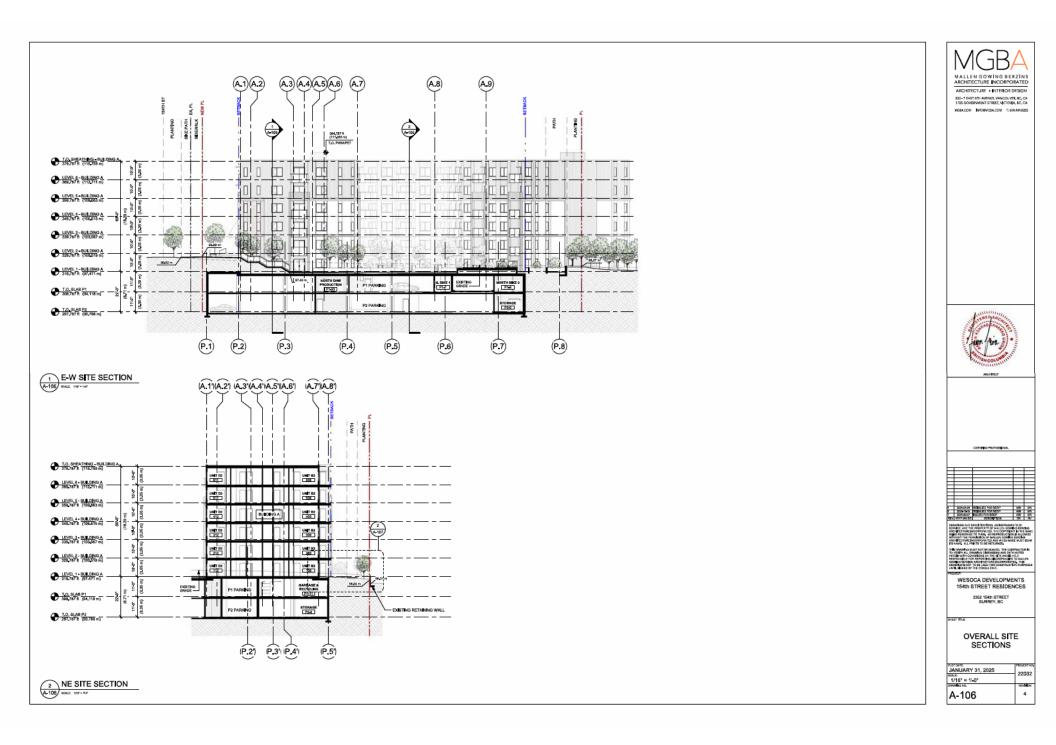


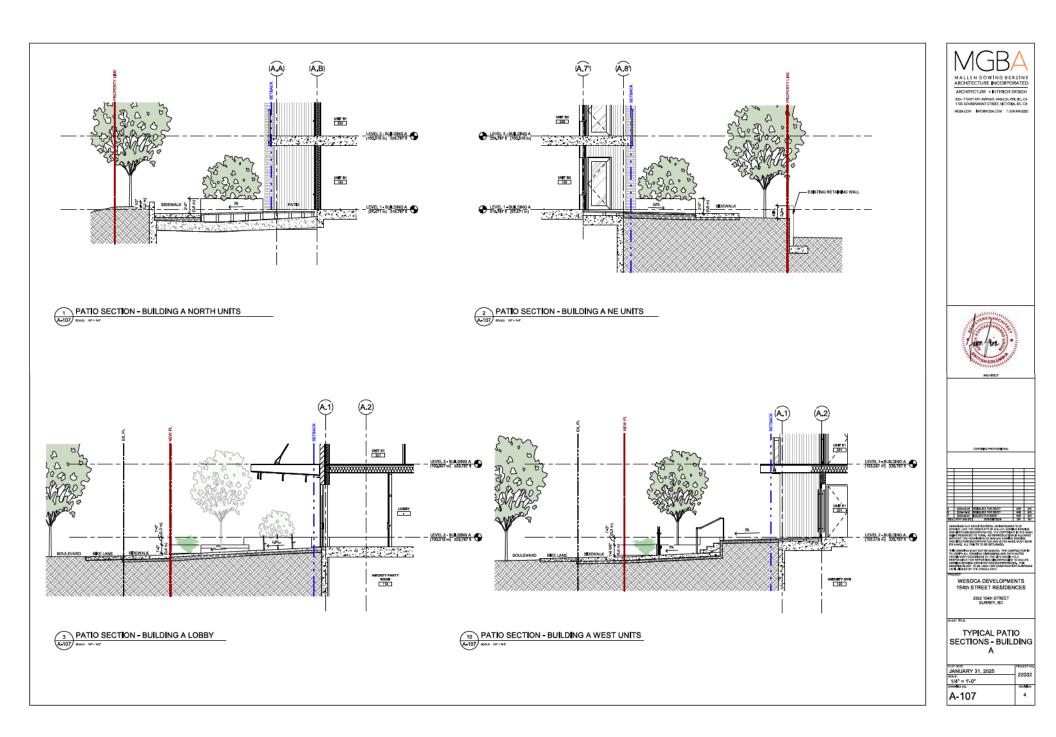


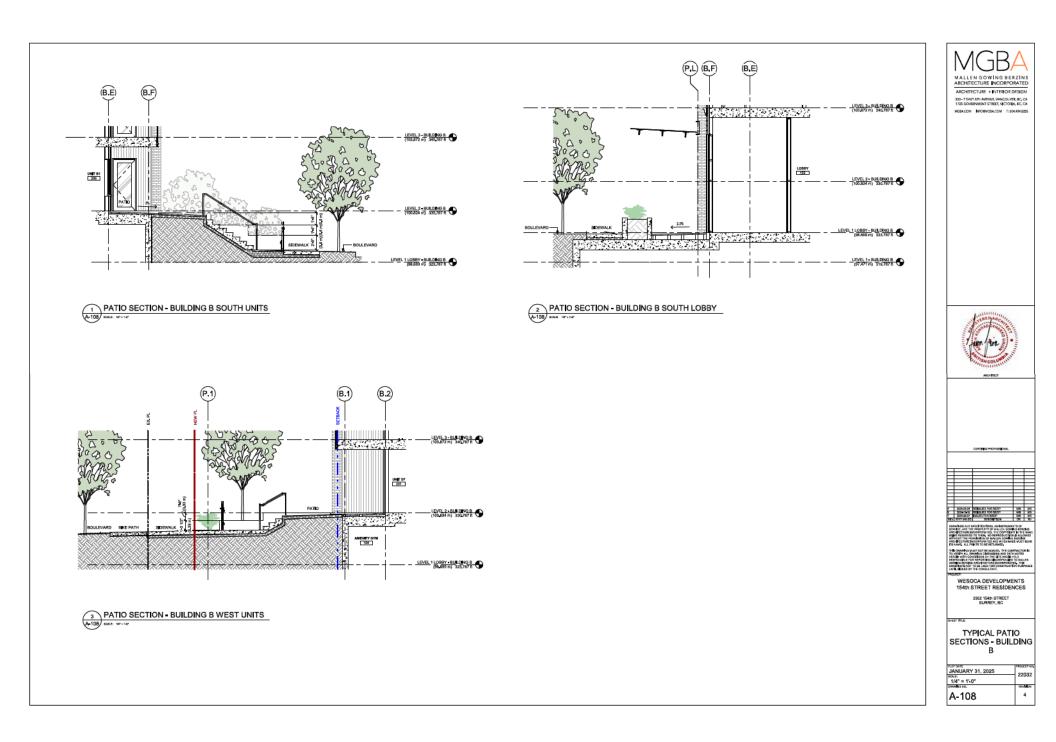


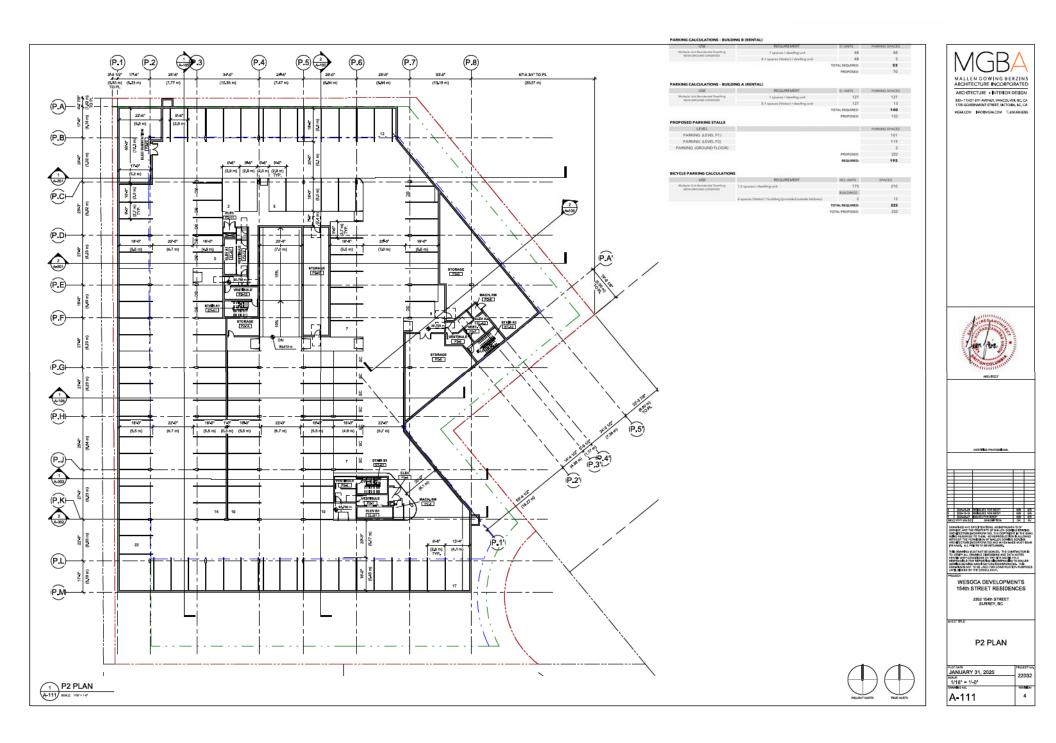


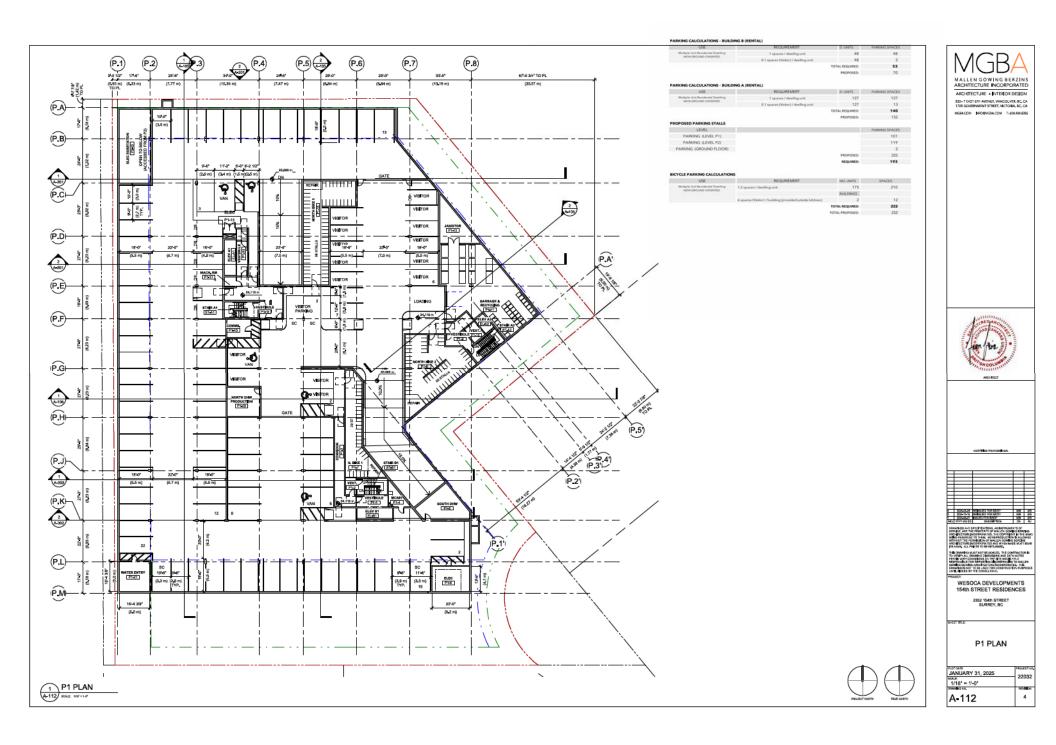


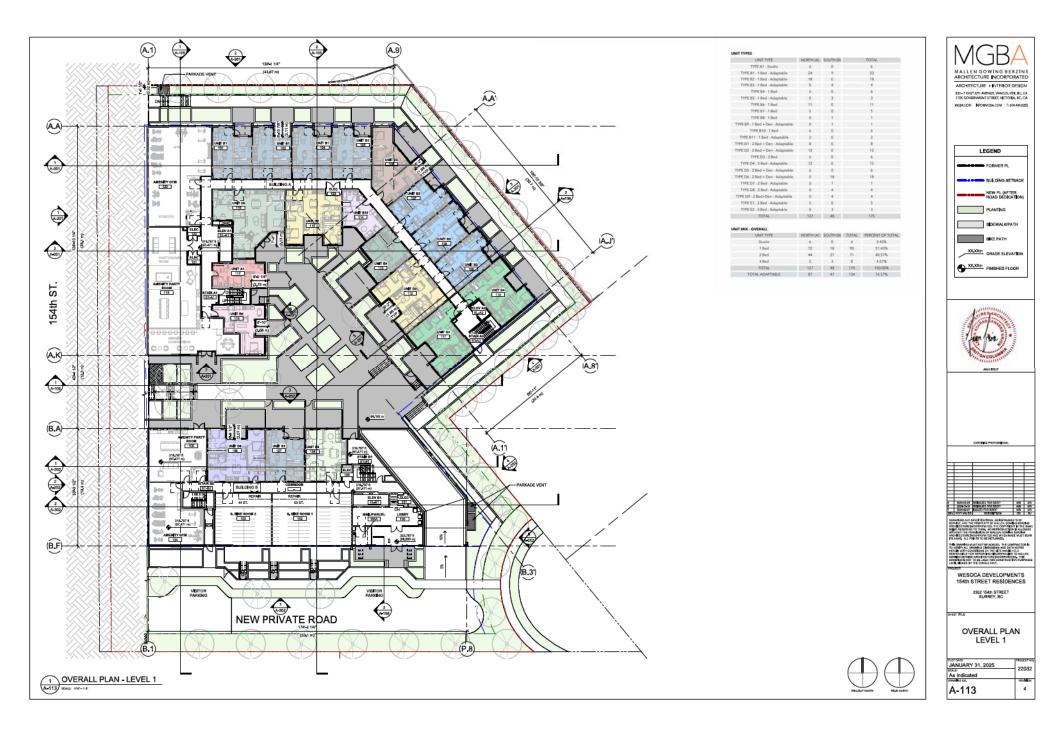


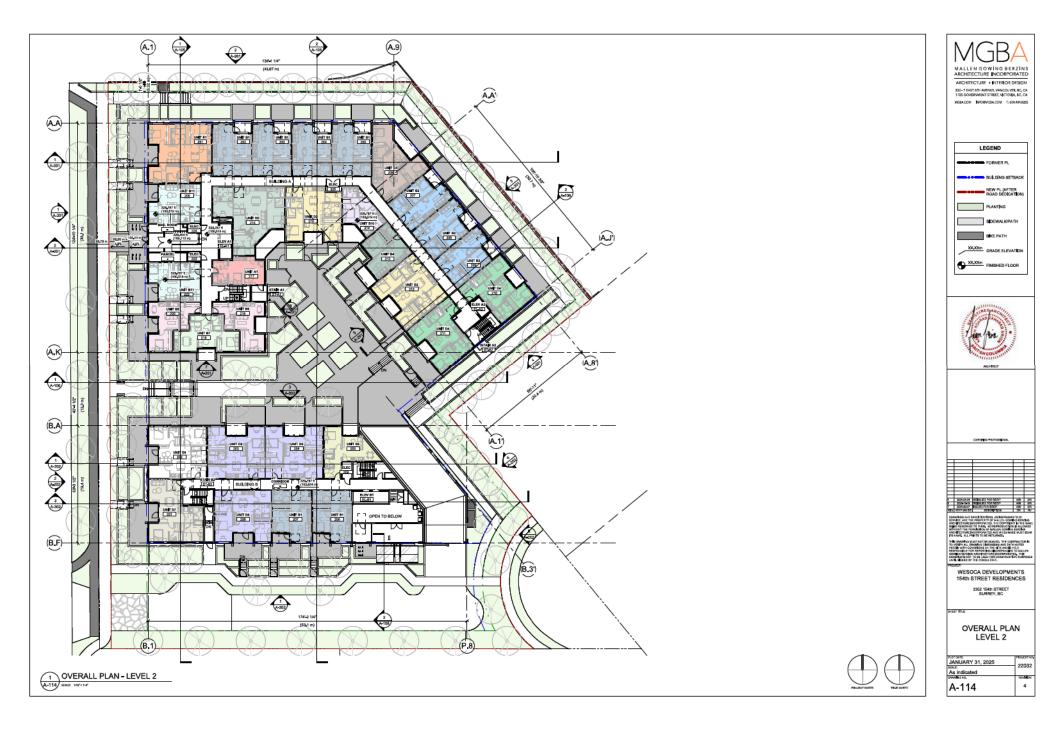


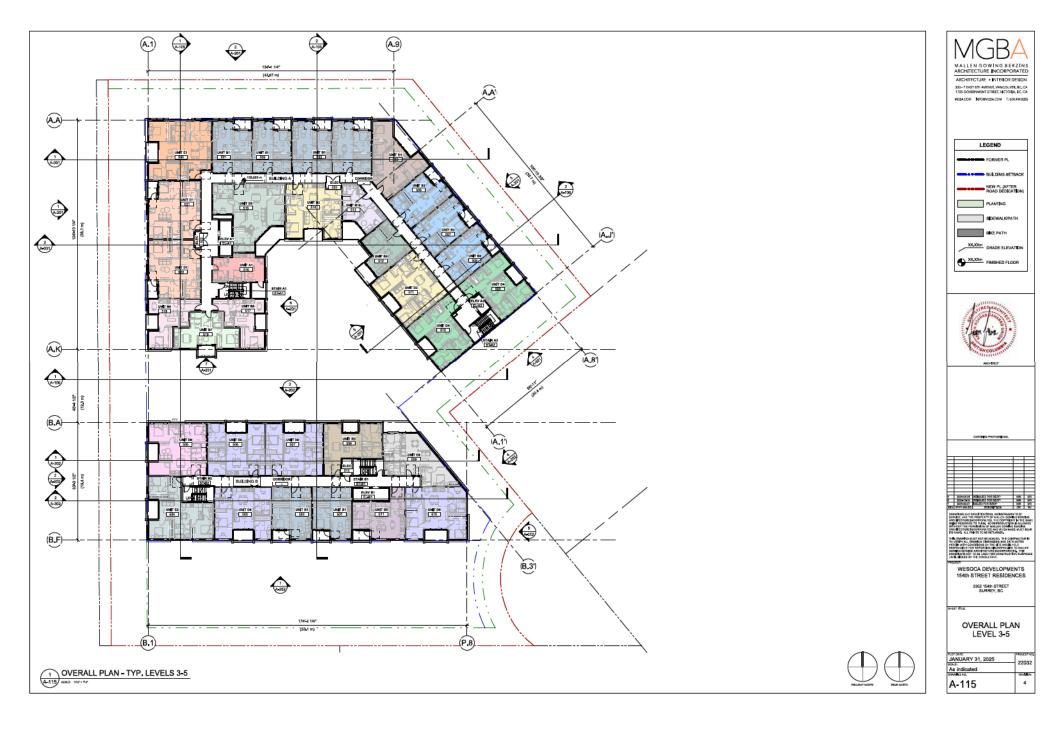


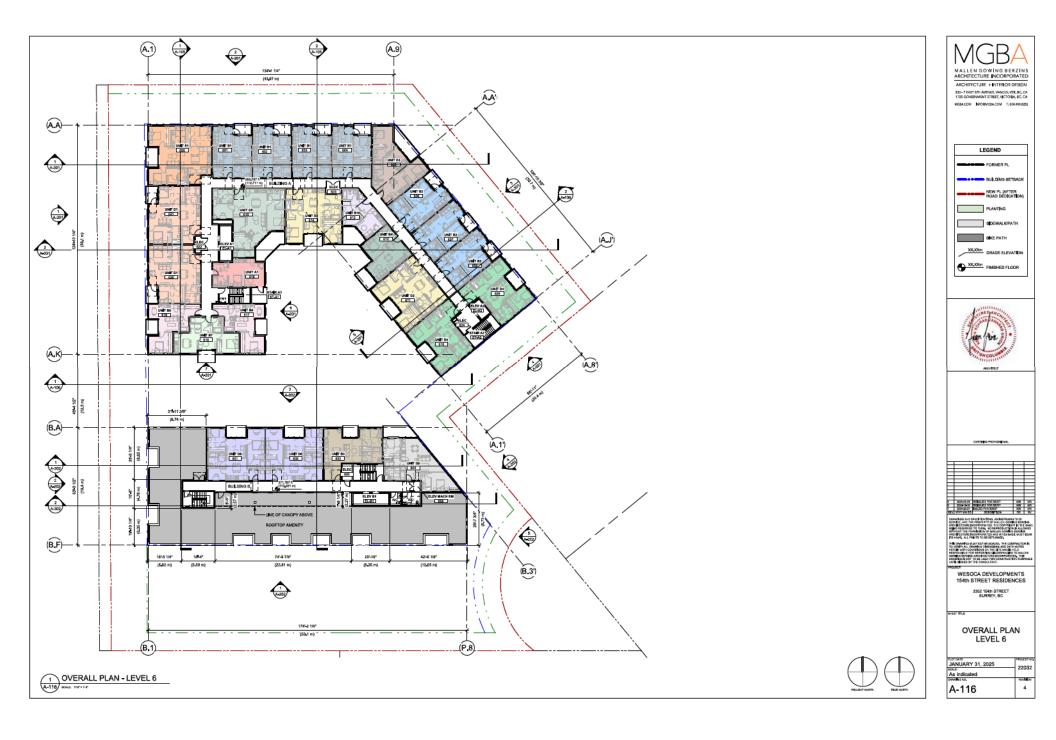


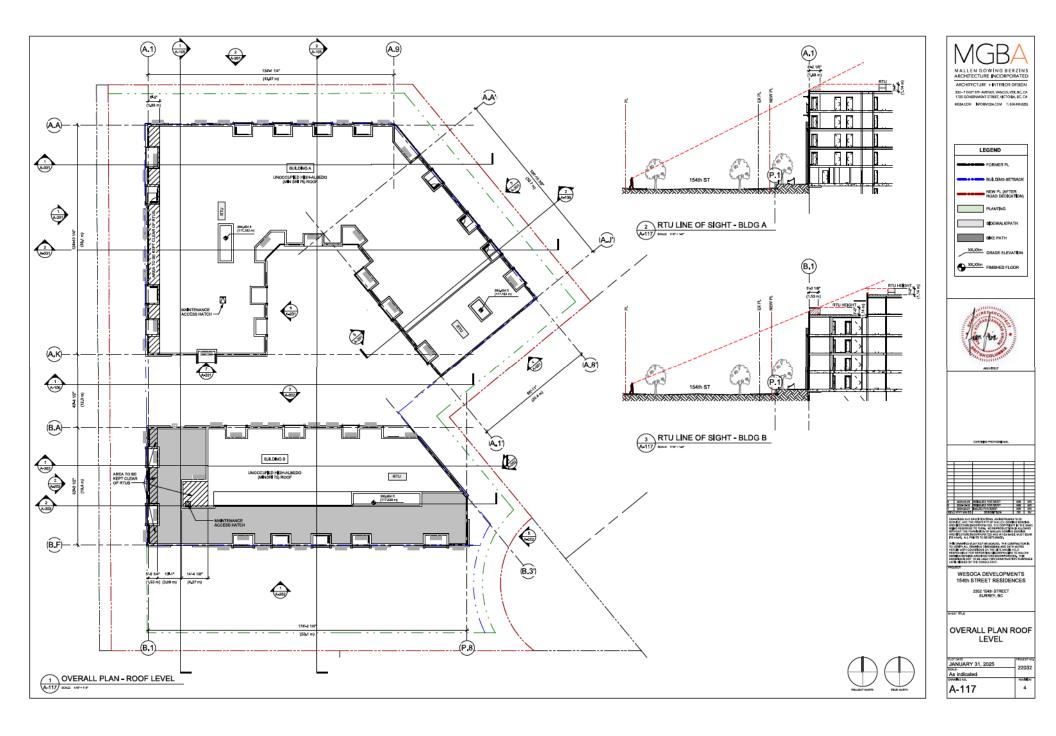


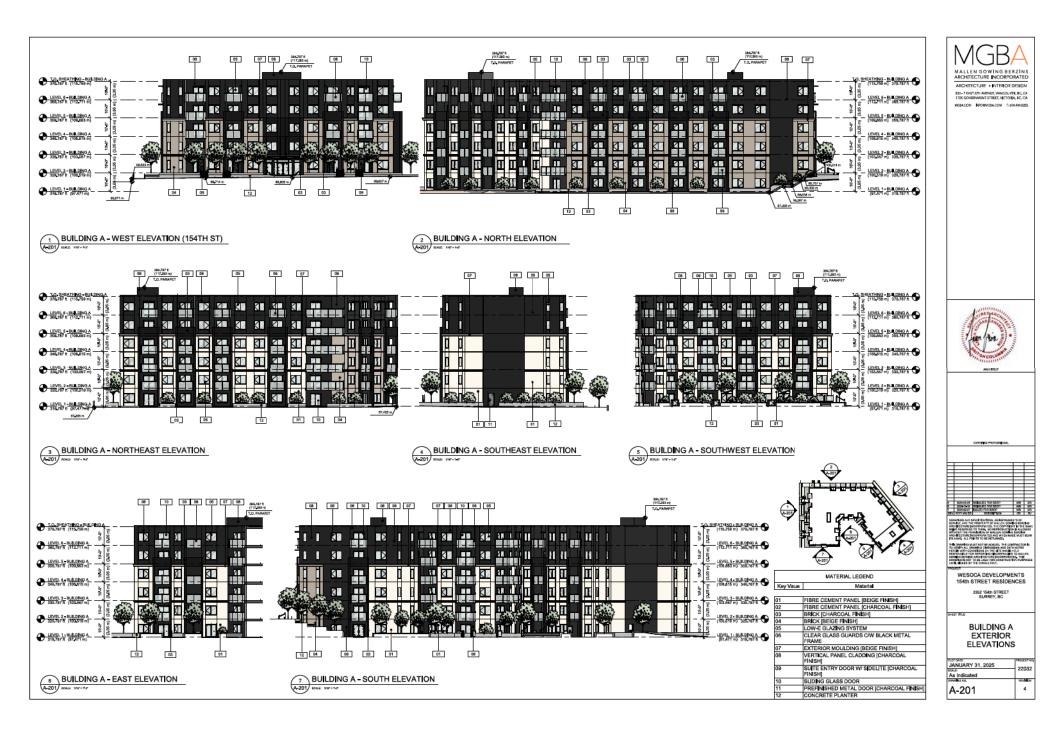


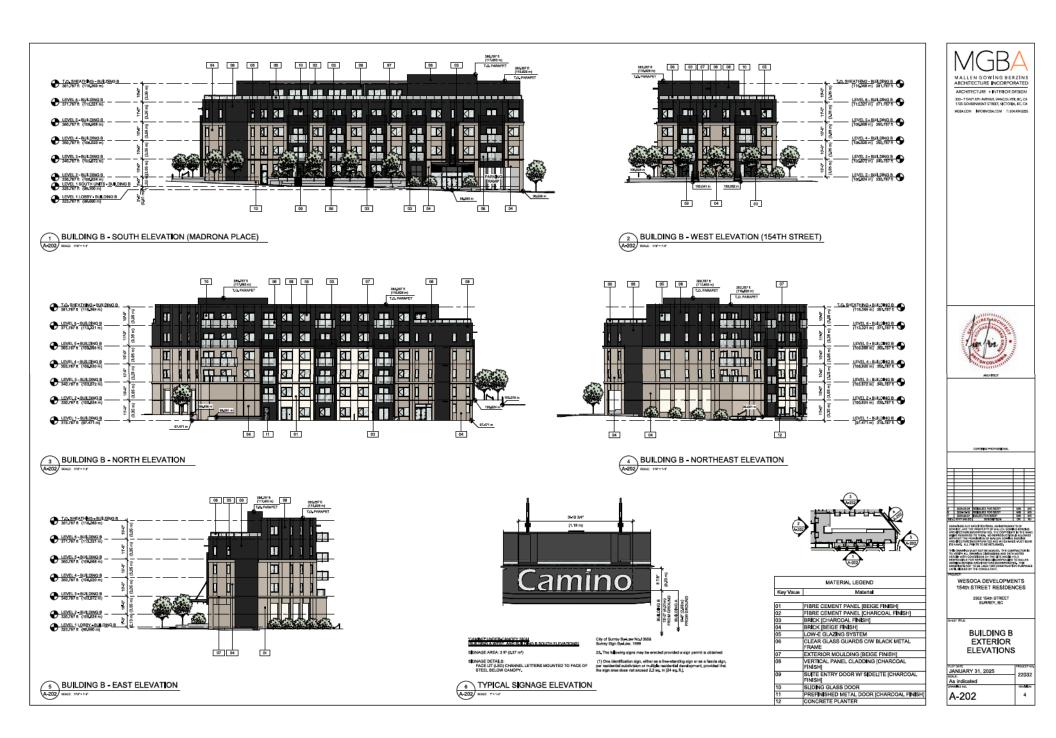


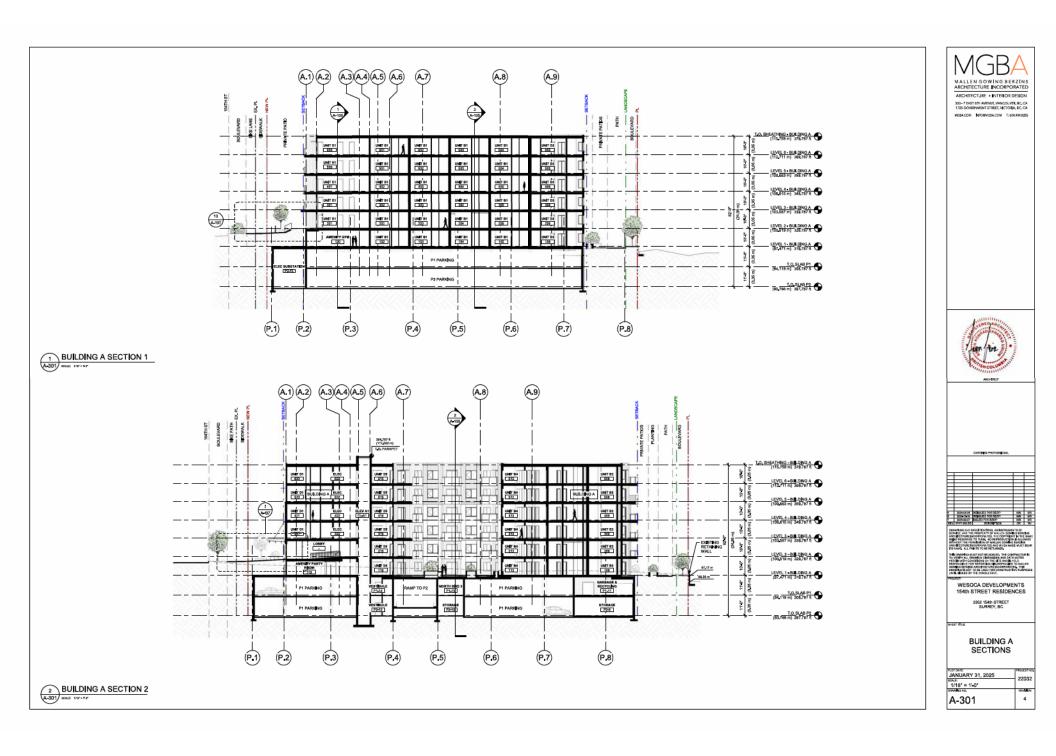


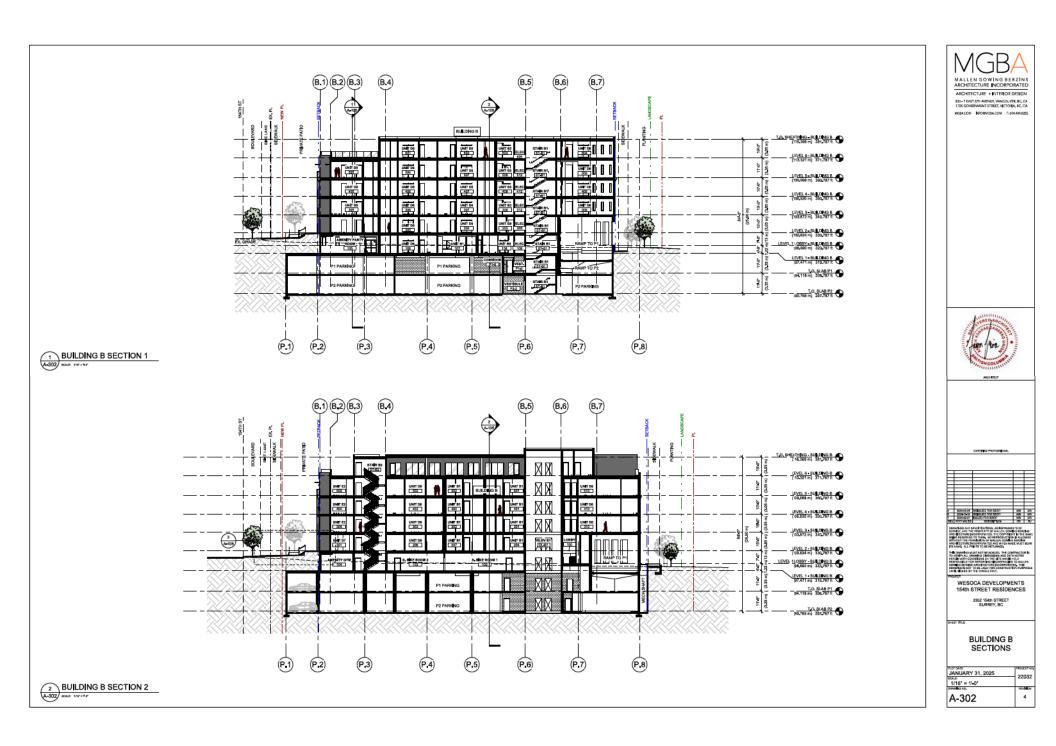


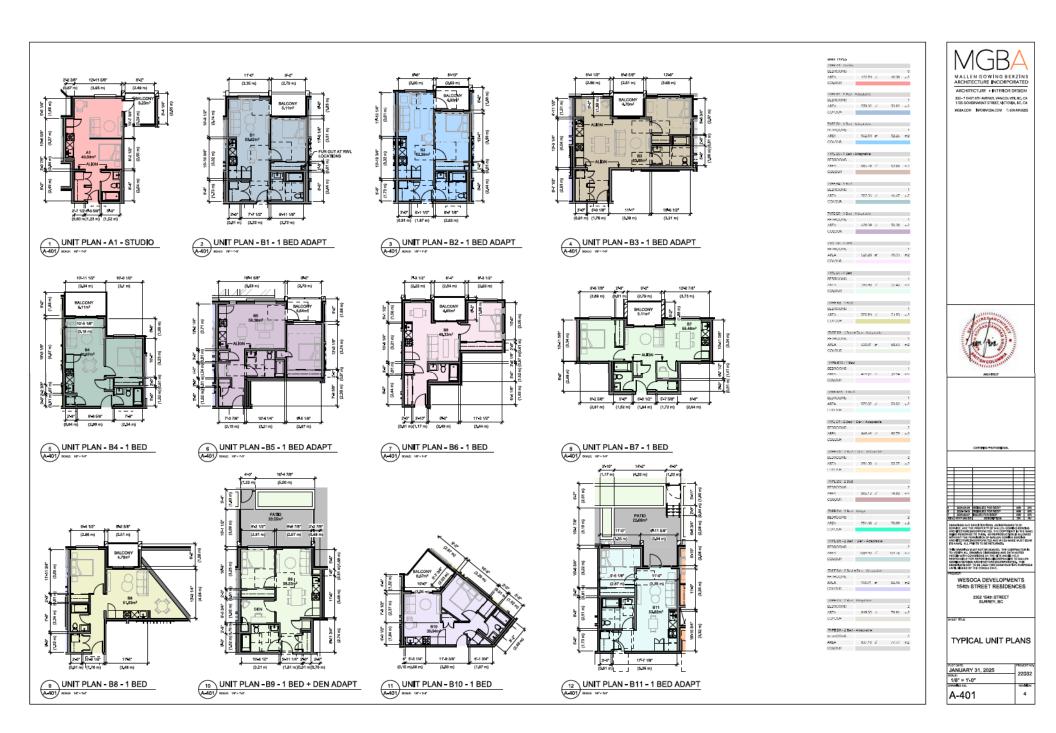




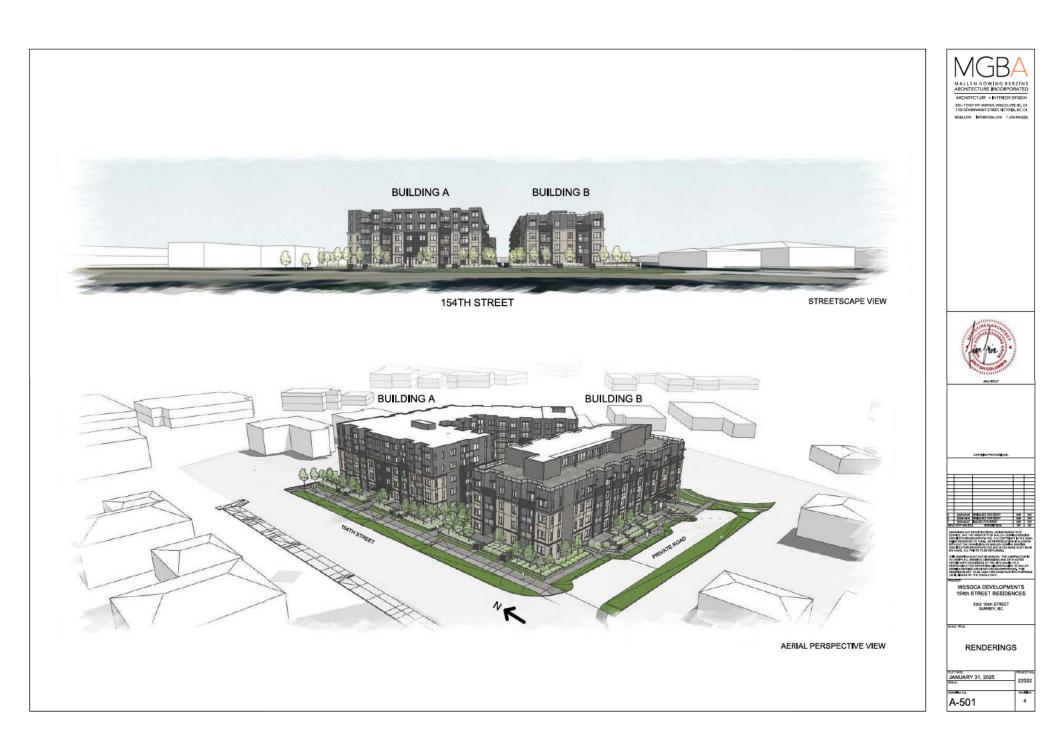








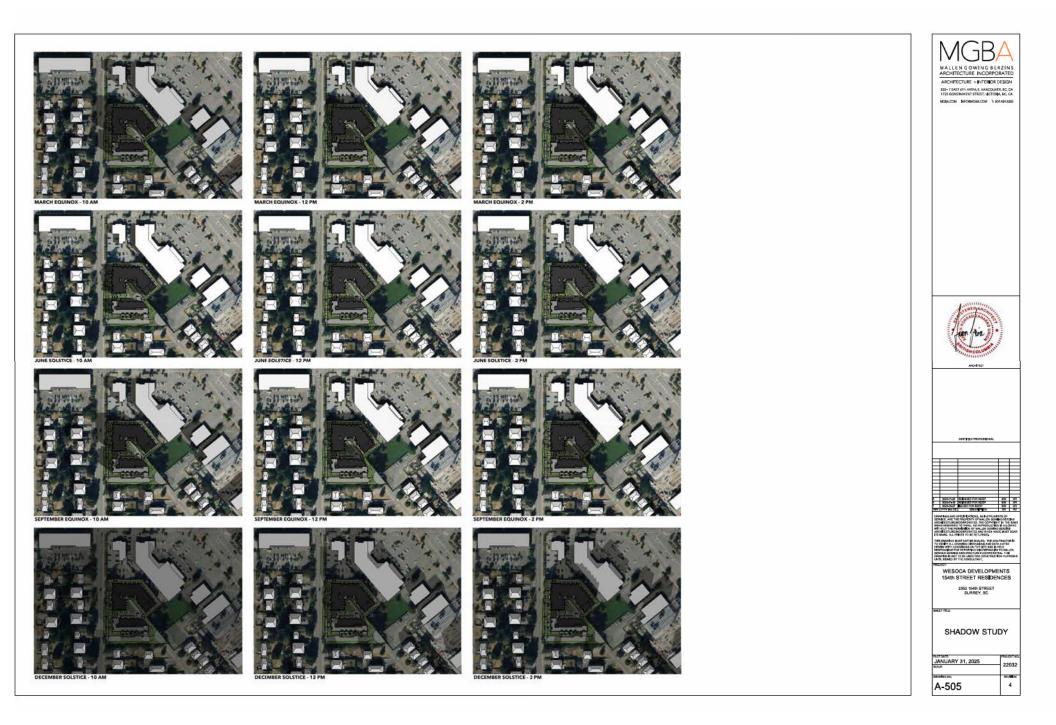














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PMGPROJECTNUMBER

24095-6ZP

24-095

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SOIL DEPTH LEGEND 61 0mm SOIL DEPTH 1000mm SOL DEPTH

> OF4 24-095

24095-6ZP

PMGPROJECTNUMBER

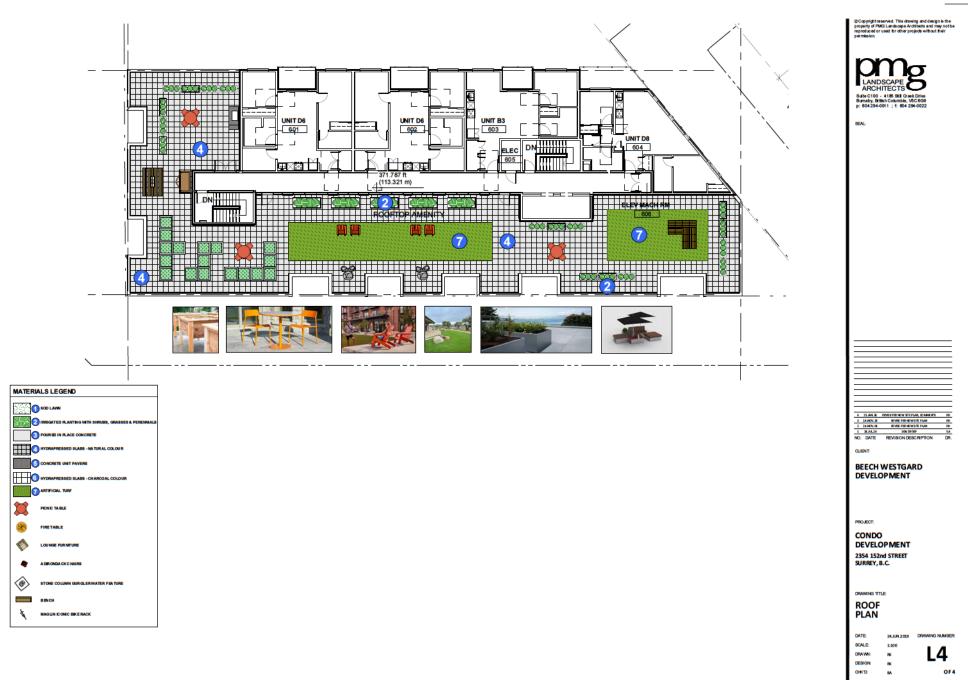


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24-095

24085-6ZP PMG PROJECT NUMBER:

OHKD



24095-6ZP PMG PROJECT NUMBER:

24-095



INTER-OFFICE MEMO

TO:Director, Development Planning, Planning and Development DepartmentFROM:Director, Land Development, Engineering DepartmentDATE:February 04, 2025PROJECT FILE:7824-0178-00RE:Engineering Requirements (Commercial/Industrial)
Location: 2352 154 StPROJECT FILE:PROJECT FILE:

DEVELOPMENT PERMIT/OCP AMENDMENT/NCP AMENDMENT

There are no engineering requirements relative to the Development Permit, OCP Amendment, or NCP Amendment.

REZONE/SUBDIVISION

Property and Right-of-Way Requirements

- Dedicate 1.942 m on 154 St.
- Dedicate 14.0 m radius cul-de-sac bulb on Madrona Pl.
- Register 0.5 m SRW on 154 St and Madrona Pl.

Works and Services

- Construct the east side of 154 St.
- Construct the cul-de-sac bulb on Madrona Pl.
- Replace the existing 200 mm sanitary sewer on 154 St.
- Submit sanitary system flow calculations to confirm downstream sanitary main capacity and address constraints.
- Submit a stormwater control plan to confirm downstream drainage main capacity and address constraints.
- Provide a driveway, water, sanitary, and drainage service connection to the lot.

A Servicing Agreement is required prior to Rezone and Subdivision.

Jeffy lang

Jeff Pang, P.Eng. Director, Land Development

/JNC



Department:	Planning and Demographics
Date:	November 28, 2024
Report For:	City of Surrey

Development Impact Analysis on Schools For:

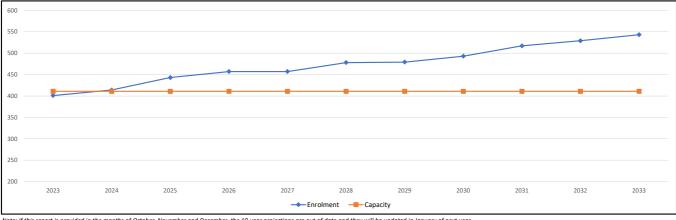
24-0178 Application #:

The proposed development of 174 Low Rise Apartment units are estimated to have the following impact on elementary and secondary schools

within the school regions.		The following tables illustrate the historical, current and future enrolment projections
		including current/approved ministry operating capacity for the elementary and secondary
		schools serving the proposed development.
School-aged children population projection	28	
		As of September 2024, Jessie Lee is at 101% capacity. Enrollment at Jessie Lee Elementary has grown
		modestly over the past five years and the current 10-year projections support continuing growth at a
Projected Number of Students From This De	velopment In:	similar modest pace. Currently there are no capital expansion requests for Jessie Lee Elementary.
Elementary School =	16	
Secondary School =	7	The above said, the District relies on City plans for projected classroom needs and funding requests
Total Students =	23	from the Province. This OCP/NCP amendment, significantly increasing the planned densities puts
		unplanned and unfunded pressure on the District to provide classrooms. The developer should propose
Current Enrolment and Capacities:		ways to mitigate this pressure in support of their proposed amendments.
Jessie Lee Elementary		As of September 2024, Earl Marriott is at 97% capacity. The opening of Grandview Heights Secondary, a
Enrolment	414	new 1500 capacity high school in September 2021 has relieved pressure in the short term. Despite
Operating Capacity	411	this, Earl Marriott continues to trend over capacity into the future and a 500 capacity addition is
# of Portables	1	identified on the District's Capital Plan. This addition has not yet been funded by the Ministry.
Earl Marriott Secondary		
Enrolment	1453	
Operating Capacity	1500	
# of Portables	1	

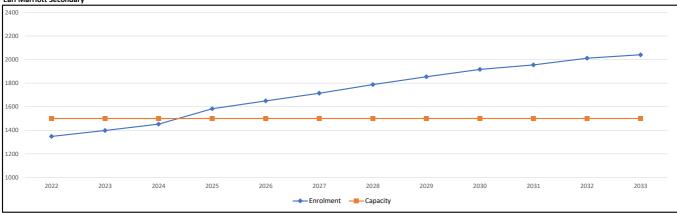
Summary of Impact and Commentary





Note: If this report is provided in the months of October, November and December, the 10-year projections are out of date and they will be updated in January of next year.





Note: If this report is provided in the months of October, November and December, the 10-year projections are out of date and they will be updated in January of next year.

Population : The projected population of children aged 0-17 impacted by the development. Enrolment: The number of students projected to attend the Surrey School District ONLY.

TREE PRESERVATION BY LOCATION

18-0387-00

Corey Plester PN-8523A

Friday, January 31, 2025

2326, 2334, 2336, 2344, 2352 154 Street

Surrey File Number:

Address:

Arborist:

Date of Report/Revision:

*All trees identified for removal, retention and/or replacement are subject to change prior to final approval of the

arborist report Alder & Cottonwood Trees Existing Remove Retain Alder/Cottonwood (outside riparian area) 20 20 0 Alder/Cottonwood (within riparian area) 0 0 0 Total 20 20 0 **Deciduous Trees** (excluding Alder & Cottonwood Trees) Tree Species Existing Remove Retain Apple Sp. 1 1 0 6 Cherry, Bitter 6 0 Maple, Bigleaf 7 7 0 Maple, Red 8 8 0 Maple, Vine 1 1 0 Mountain Ash 0 1 1 Poplar, White 0 1 1 Service Berry 1 1 0 ONSITE Willow Sp. 3 3 0 Howthorn 1 0 1 Deciduous Subtotal 30 30 0 **Coniferous Trees** Retain Tree Species Existing Remove Cedar, Western Red 7 7 0 Douglas-fir 23 23 0 0 Fir, Grand 2 2 Pine Sp. 0 1 1 Falsecypress 2 2 0 **Coniferous Subtotal** 35 35 0 Deciduous & Coniferous Total 65 65 0 **Onsite Tree Totals** 85 0 <u>85</u> **Onsite Replacement Trees Proposed** TBD *insert "0" if TBD or unknown Total Onsite Retained and Replacement Trees 0 Alder & Cottonwood Trees

		Existing	Remove	Retain	
	Alder/Cottonwood (outside riparian area)	3	3	0	
	Alder/Cottonwood (within riparian area)				
	Alder/Cottonwood (within riparian area) Total Deciduous & Conifero	3	3	0	
	Deciduous & Coniferous				
0.550175	(excluding Alder & Cottonwood Trees)				
OFFSILE	Tree Species	Existing	Remove	Retain	
	Douglas-fir	6	6	0	
	Deciduous & Coniferous Total	6	6	0	
	Offsite Tree Totals	9	9	0	
			0	<u> </u>	
		Existing	Remove	Retain	
СІТҮ	Park/City Lot Trees	0	0	0	
Boulevard Trees		2	2	0	
	Total	2	2	0	

*Last updated J

TREE PRESERVATION SUMMARY

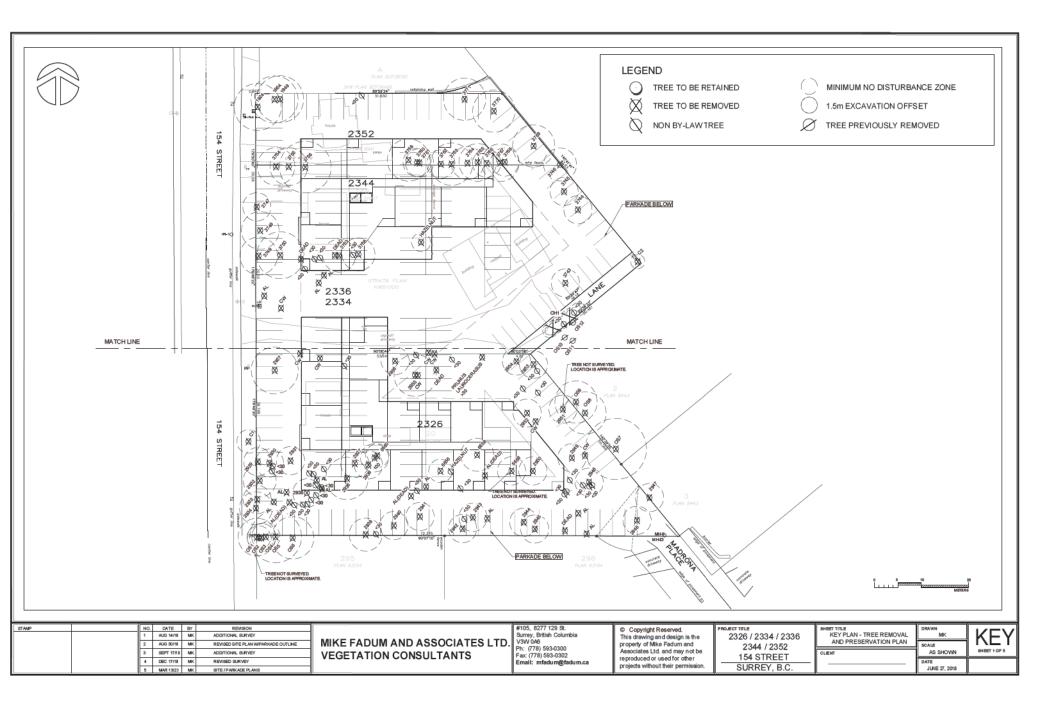
Surrey File Number:	18-0387-00
Address:	2326, 2334, 2336, 2344, 2352 154 Street
Arborist:	Corey Plester PN-8523A
Date of Report/Revision:	Friday, January 31, 2025
Arborist Signature	Corey Plester PN-8523A

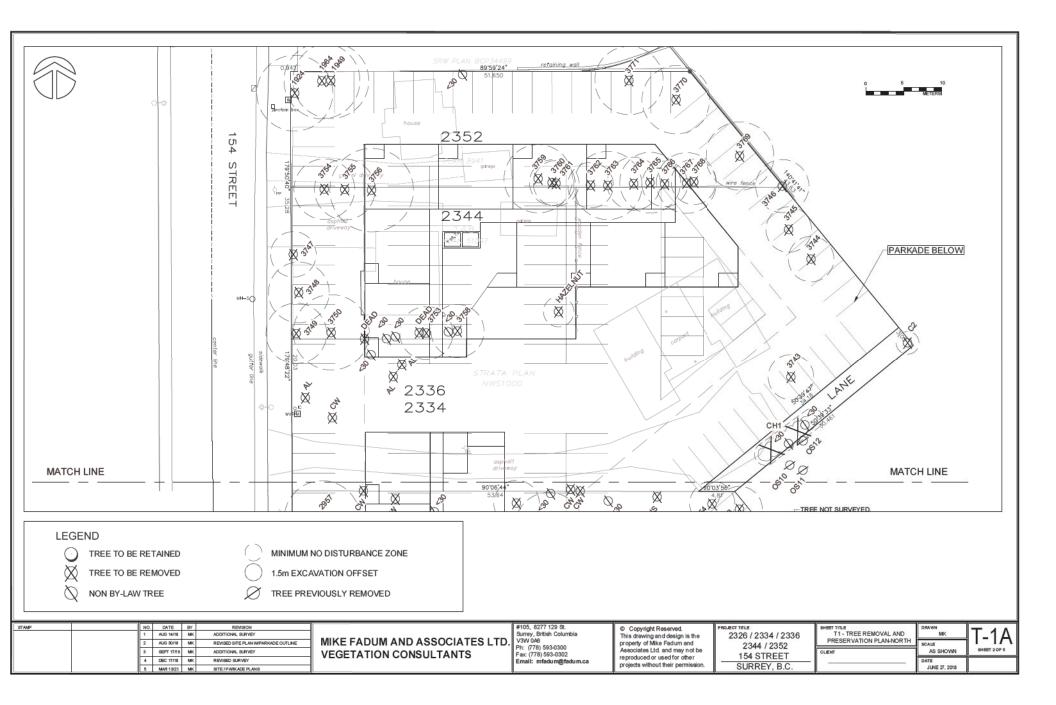
*All trees identified for removal, retention and/or replacement are subject to change prior to final approval of the arborist report

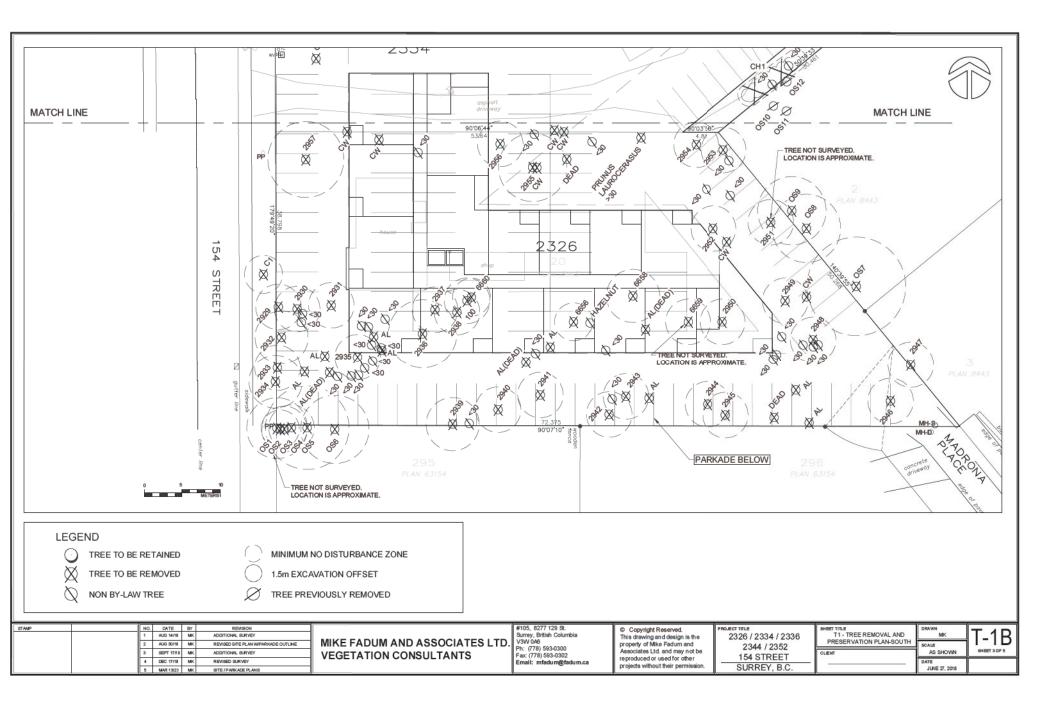
ONSITE TREES	# of Trees
Existing Bylaw Trees	<u>85</u>
Proposed Removed Bylaw Trees	<u>85</u>
Proposed Retained Bylaw Trees	<u>0</u>
Total Replacement Trees Required	
Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio	
Removed Subtotal	
20 x 1 20	
Alder & Cottonwood Trees Requiring 2 to 1 Replacement Ratio	
Removed Subtotal	
0 x 2 0	
Deciduous/Coniferous Trees Requiring 2 to 1 Replacement Ratio	
Removed Subtotal	
65 x 2 130	
Required Replacement Trees	<u>150</u>
Proposed Replacement Trees	<u>TBD</u>
Deficit of Replacement Trees	TBD
Total Onsite Retained and Replacement Trees	<u>0</u>

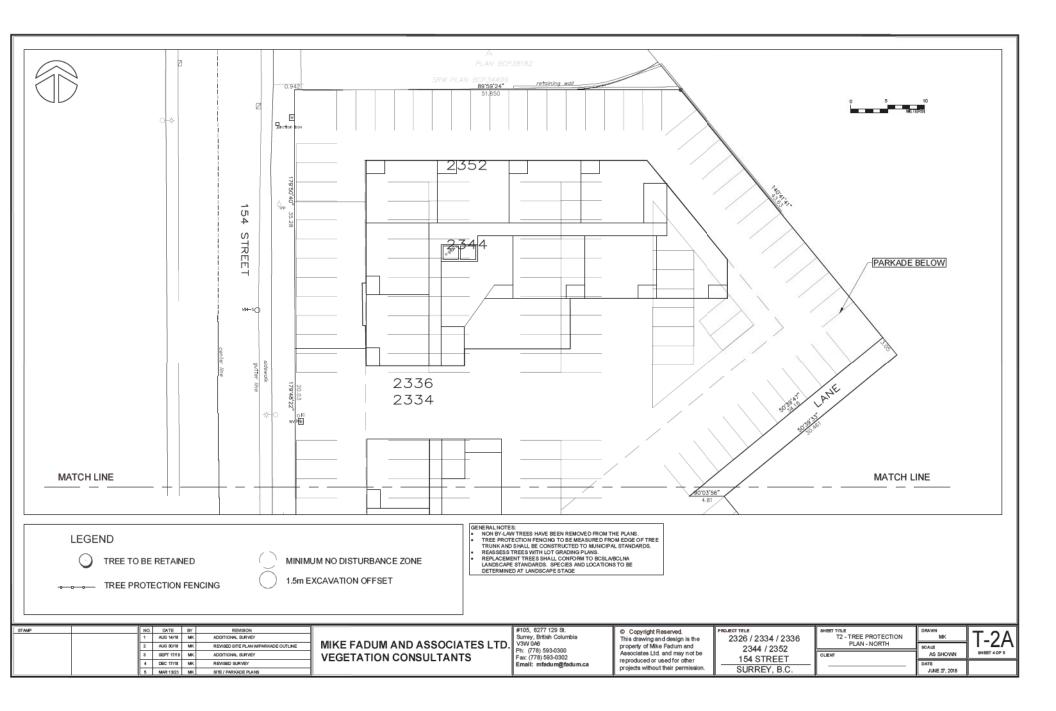
OFFSITE TREES		# of Trees
Existing Bylaw Trees		<u>9</u>
Proposed Removed Bylaw Trees		<u>9</u>
Proposed Retained Bylaw Trees		<u>0</u>
Total Replacement Trees Required		
Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio		
Removed		
3 x 1 3		
Alder & Cottonwood Trees Requiring 2 to 1 Replacement Ratio		
Removed		
0 x 2 0		
Deciduous/Coniferous Trees Requiring 2 to 1 Replacement Ratio		
Removed		
6 x 2 12	2	
Required Replacement Trees		15
*To be taken as cash-in-lieu		<u>15</u>
Total Offsite Retained Trees		<u>0</u>
CITY TREES Existing Remove	d	Retained

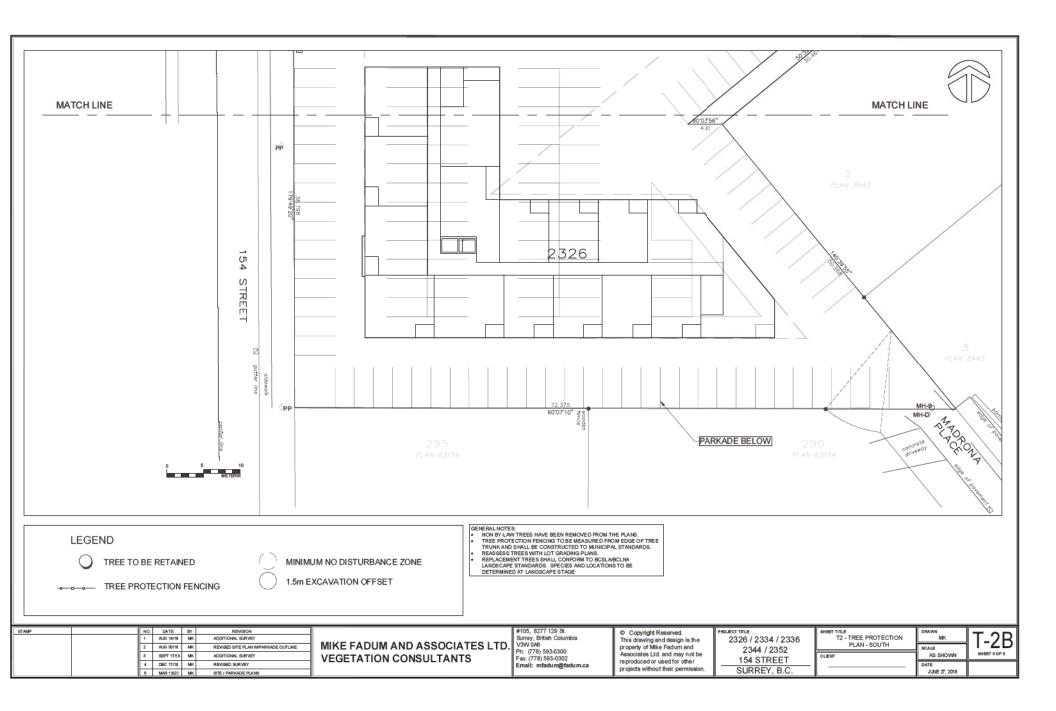
CITY TREES	Existing	Removed	Retained
Park/City Lot Trees	0	0	0
Boulevard Trees	2	2	0
Total	2	2	0



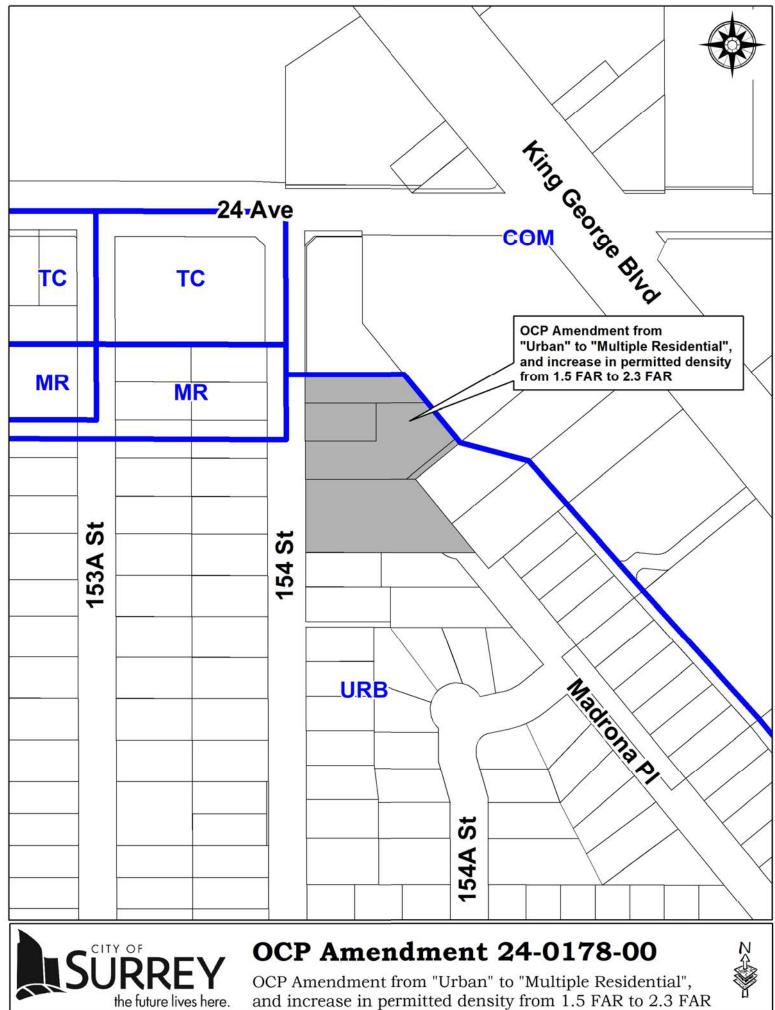


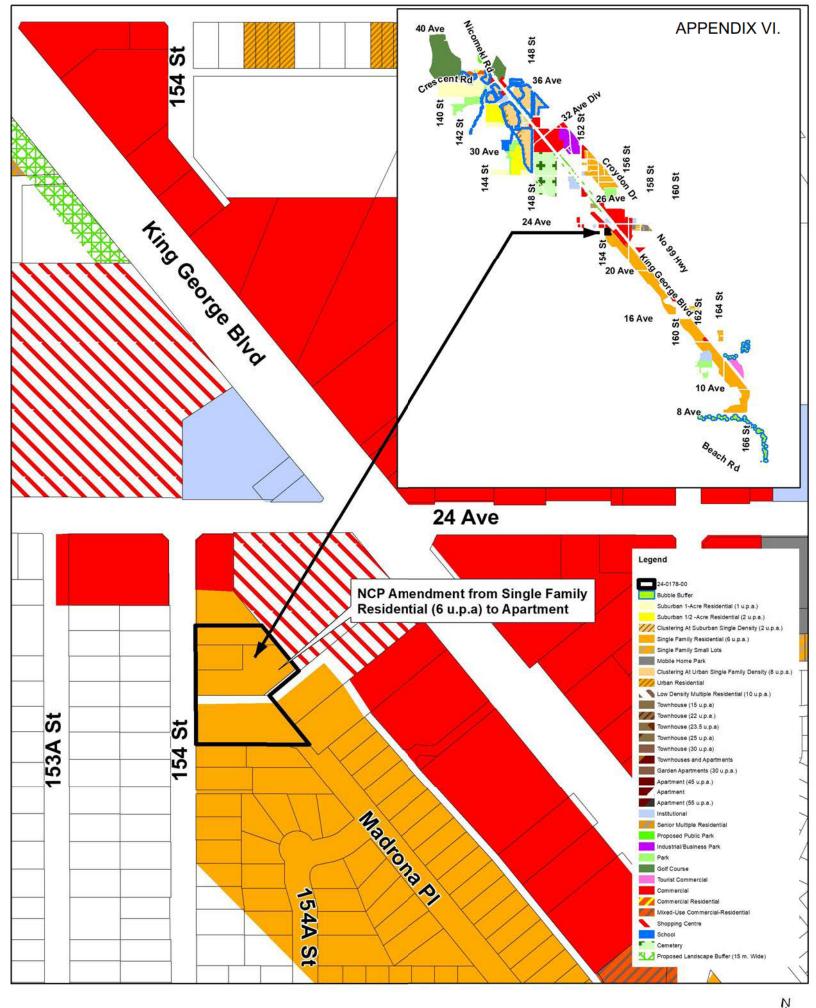






APPENDIX V.





24-0178-00 King George Corridor Plan NCP Amendment Map

0 25 50 75 100 Meters

CITY OF SURREY

HOUSING AGREEMENT (Residential Only)

THIS HOUSING AGREEMENT made the day of

BETWEEN:

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

(the "City")

OF THE FIRST PART

, .

AND:

WESOCA HOLDINGS LTD., a corporation having its offices at 201-15272 CROYDON DRIVE, SURREY BC V3Z 0Z5

(the "NOMINEE")

OF THE SECOND PART

AND:

WESOCA DEVELOPMENT LP., a corporation having its offices at 201-15272 CROYDON DRIVE, SURREY BC V3Z 0Z5

(the "BENEFICIAL OWNER")

OF THE THIRD PART

WHEREAS:

A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

2326 154th Street:

PID 011-306-882 Lot 20 Section 14 Township 1 New Westminster District Plan 8443 2334 154th: Street:

PID 001-617-141 Strata Lot 1 Section 14 Township 1 New Westminster District Strata Plan Nw1000 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1 2336 154th Street:

PID 001-617-168 Strata Lot 2 Section 14 Township 1 New Westminster District Strata Plan Nw1000 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1 <u>2344 154^m</u> Street:

PID 004-329-872

Lot 148 Section 14 Township 1 New Westminster District Plan 51057 2352 154th Street:

PID 007-793-421 Lot 1 Section 14 Township 1 New Westminster District Plan 8941

(the "Lands");

- B. The Owner proposes to use the Lands for one market rental building with 48 units and a second market rental building with 127 units (the "**Development**");
- C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act,* R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
 - (a) **"Agreement**" means this housing agreement and any amendments to or modifications of the same;
 - (b) "City" means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
 - (c) **"City Personnel**" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
 - (d) "Claims and Expenses" means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
 - (e) **"Development**" means as defined in Recital B;
 - (f) **"Dwelling Unit**" means each of the 175 dwelling units to be constructed within the Development;
 - (g) **"Lands**" means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*;
 - (h) "Owner" means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands;
 - (i) "Rental Units" means 175 Dwelling Units which must be made available by the Owner to the general public at arms' length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
 - (j) **"Term**" means 60 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS

- 2.1 During the Term the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.1 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.3 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.4 All of the Rental Units must be owned by the same Owner(s).
- 2.5 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

3. <u>LIABILITY</u>

- 3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, 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 and affected by this Agreement.
- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

4. <u>NOTICE</u>

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

(a) As to the City:

13450 – 104 Avenue Surrey, BC V3T 1V8 Attention: General Manager, Planning and Development Department

(b) As to the Owner:

WESOCA HOLDINGS LTD. 201-15272 CROYDON DRIVE SURREY BC V3Z 0Z5 Attention: <u>CHARLES WESTGARD</u>

WESOCA DEVELOPMENT LP. 201-15272 CROYDON DRIVE SURREY BC V3Z 0Z5 Attention: CHARLES WESTGARD

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

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

5. <u>GENERAL</u>

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors**. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

- 5.12 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 5.15 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owner have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

CITY OF SURREY

By:

Authorized Signatory

Brenda Locke, Mayor City of Surrey

By:

Authorized Signatory

Jennifer Ficocelli, City Clerk and Director Legislative Services City of Surrey

WESOCA HOLDINGS LTD.

By:

Authorized Signatory Name: CHARLES WESTGARD Title: DIRECTOR

WESOCA DEVELOPMENT LP

£\$

By:

Authorized Signatory Name: CHARLES WESTGARD Title: DIRECTOR