

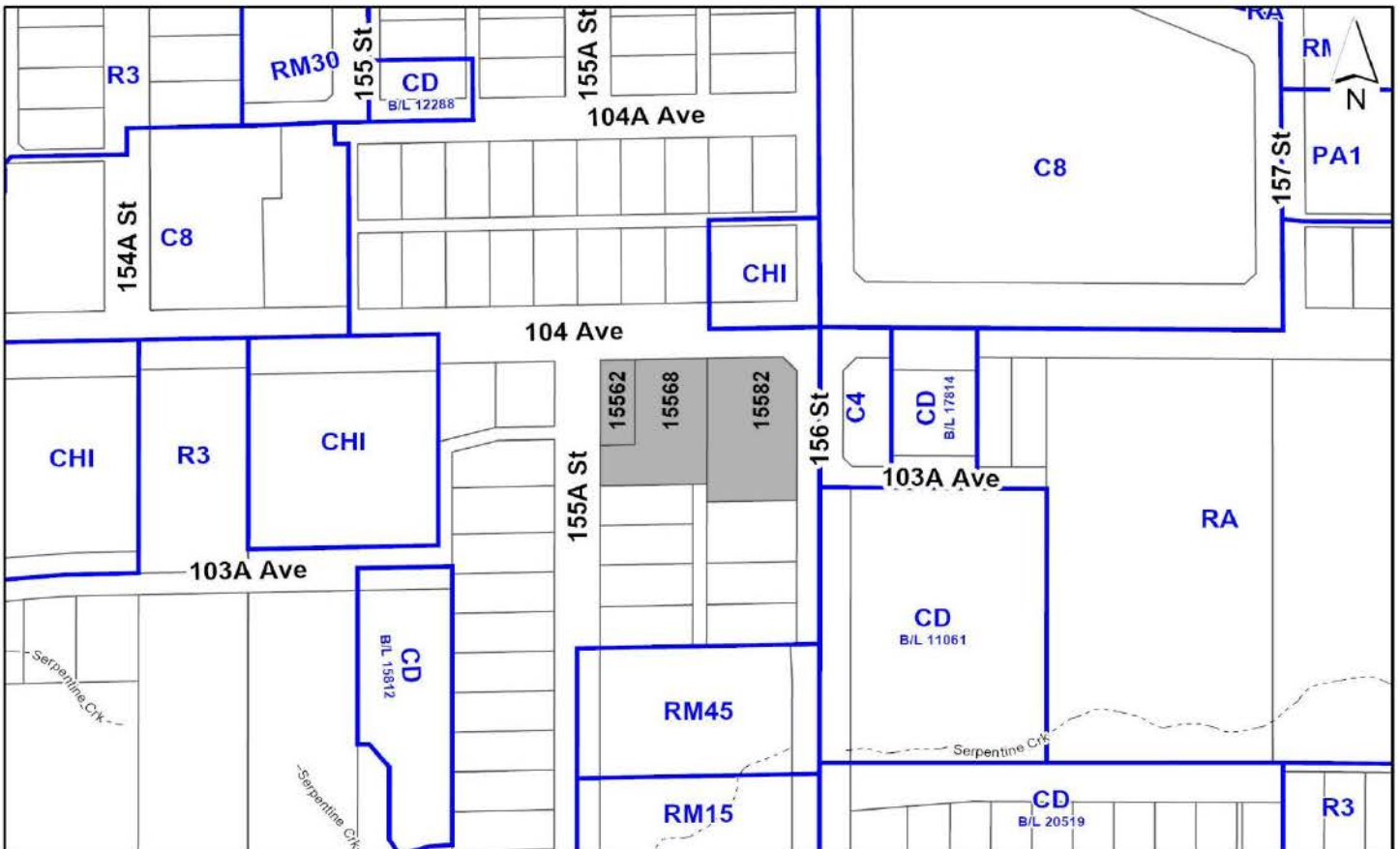
**PROPOSAL:**

Development of a low-rise, mixed-use rental apartment building with retail and a child care facility.

- **OCP Amendment** to increase the permitted density in the Multiple Residential designation
- **TCP Amendment** from Low Rise Transition Mixed-Use to Low to Mid Rise Mixed-Use designation
- **Rezoning** from R3 to CD
- **Development Permit**
- **Housing Agreement**
- **Subdivision** for lot consolidation

**LOCATION:** 15568 104 Avenue  
 15582 104 Avenue  
 15562 104 Avenue

**SECONDARY LAND USE PLAN:** Guildford Plan



**RATIONALE SUMMARY**

The proposed development generally complies with the Official Community Plan and the Guildford Plan, and proposed Plan amendments to increase the permitted density are intended to support policy objectives related to increasing housing and rental supply and local services near the Guildford Town Centre. The proposal features a child care facility and enhanced streetscape, contributing positively to the surrounding area. Staff support the proposed development as it is consistent with applicable planning policies and contributes to the City’s housing, employment and urban design objectives.

**RECOMMENDATION**

The Planning & Development Department recommends that:

1. A Bylaw be introduced to amend OCP “Table 7A: Land Use Designations Exemptions” by adding the following site-specific notation:

Bylaw No.	Land Use Designation	Site Specific Property	Site Specific Permission
“Bylaw # xxxxx	Multiple Residential	15568 – 104 Avenue Parcel "E" (Explanatory Plan 9493), Lots 14, 15 and 16 except: First: Parcel 14 (Explanatory Plan 10753), Secondly: Portions in Plans 18126, 21260 and LMP54520 Section 28 Block 5 North Range 1 West NWD Plan 2070  15582 – 104 Avenue Lot A except part in Plan LMP54520 Section 28 Block 5 North Range 1 West NWD Plan 20888  15562 – 104 Avenue Lot D except part in Plan LMP54520 Section 28 Block 5 North Range 1 West NWD Plan 21260	Density permitted up to 2.25 FAR (gross calculation)”

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. Council support amending the Guildford Plan to redesignate the land from Low Rise Transition Mixed-Use to Low to Mid Rise Mixed-Use and consider passing a resolution when the project is considered for final adoption (Appendix A).
4. A Bylaw be introduced to rezone the subject site from Urban Residential Zone (R<sub>3</sub>) to Comprehensive Development Zone (CD) and a date be set for Public Hearing.
5. Should Council grant First and Second Reading to the associated OCP and Rezoning Bylaws, then a Bylaw to enter into a Housing Agreement be introduced for First and Second Reading (Appendix B). Should Council grant Third Reading to the associated OCP and Rezoning Bylaws following the Public Hearing, it is in order for Council to consider the Housing Agreement Bylaw for Third Reading.
6. Council authorize staff to draft Development Permit No. 7925-0224-00 generally in accordance with the attached drawings (Appendix C)
7. Council instruct staff to resolve the following issues prior to final approval:
  - (a) resolution of all engineering requirements to the satisfaction of the General Manager, Engineering (Appendix D);
  - (b) submission of a subdivision layout to the satisfaction of the Approving Officer;
  - (c) approval from the Ministry of Transportation & Transit (MOTT) under File No. 2025-03801;
  - (d) submission and acceptance of finalized architectural drawings, including resolution of all urban design issues, to the satisfaction of the Planning and Development Department;
  - (e) submission and acceptance of finalized landscaping drawings, including resolution of all landscape design issues, and a landscaping cost estimate to the satisfaction of the Planning and Development Department;
  - (f) submission and acceptance of a finalized arborist report, including satisfying the required tree replacement, to the satisfaction of the Planning and Development Department;
  - (g) provision of a cash-in-lieu contribution to satisfy the indoor amenity space requirement of the CD Zone, at the rate in effect at the time of final adoption;
  - (h) provision of transportation demand management measures to address the shortfall in residential parking spaces to the satisfaction of the General Manager, Engineering;
  - (i) registration of a right-of-way for public rights-of-passage for the publicly accessible open space (corner plaza) within the site;
  - (j) registration of access easements to ensure access to the proposed shared parking facilities within the development;

- (k) submission of an acoustical report for the units adjacent to 104 Avenue and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures;
- (l) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art, to the satisfaction of the General Manager, Parks, Recreation and Culture, for the commercial portion of the site; and
- (m) 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.

## DEVELOPMENT PROPOSAL

- The applicant is proposing the development of a low-rise, mixed-use rental apartment building with commercial retail units and a child care facility. The proposal generally complies with the Official Community Plan (OCP) and the Guildford Plan, and the requested amendments are modest and in keeping with their policy intent. For these reasons, staff support the application proceeding.
- The application includes the following:
  - **OCP Amendment** to increase the permitted density in the Multiple Residential designation
  - **TCP Amendment** from Low Rise Transition Mixed-Use to Low to Mid Rise Mixed-Use designation
  - **Rezoning** from R<sub>3</sub> to CD (based on RM-70 and C-5)
  - **Development Permit** for Form and Character
  - **Housing Agreement** to secure rental tenure for 136 residential units for 60 years
  - **Subdivision** for lot consolidation
- The table below provides a summary of the proposed development.

	Proposal
<b>Lot Area</b>	
Gross Site Area:	5,320 sq. m.
Road Dedication:	1,474 sq. m.
Net Site Area:	3,847 sq. m.
<b>Density (gross)</b>	2.25 FAR
<b>Number of Lots</b>	1
<b>Lot Coverage:</b>	72%
<b>Yards and Setbacks:</b>	
104 Avenue (north):	4.5 m
155A Street (west):	3.0 m
156 Street (east):	3.0 m
Rear lane (south):	4.5 m
<b>Height of Buildings</b>	
Principal buildings:	21 m
<b>Amenity Space</b>	
Indoor Amenity:	236 sq. m. [plus cash-in-lieu meets the Zoning Bylaw requirement]
Outdoor Amenity:	464 sq. m. [meets the Zoning Bylaw requirement]
<b>Floor Area</b>	
Residential	9,529 sq. m.
Commercial	1,660 sq. m.
Child Care	752 sq. m.
<b>Residential Units:</b>	
1-Bedroom:	90 (66% of total)
2-Bedroom:	33 (24% of total)
3-Bedroom:	13 (10% of total)
<b>Total:</b>	<b>136</b>

## SITE CONTEXT & BACKGROUND

- The subject site is approximately 0.39 hectares in size (after road dedications) and is located on the south side of 104 Avenue, between 155A Street and 156 Street.
- The subject site is designated Multiple Residential in the OCP, Low Rise Transition Mixed-Use in the Guildford Plan, and is zoned Urban Residential Zone (R3).
- The site is currently a vacant lot containing a number of trees. The single-detached house on 15582 104 Avenue was demolished in 2012 preceding a development application by a previous owner (see below). The other two properties have been vacant since at least 2001.
- The site is moderately sloped, with up to 2.5 metre incline from east to west. A ditch runs off-site along the west lot line. An unbuilt lane runs north-south behind the subject site, and terminates at its current south lot line approximately mid-block.

Direction	Existing Use	OCP/Secondary Land Use Plan Designation	Existing Zone
North (Across 104 Avenue):	Single-detached houses	<u>OCP</u> : Multiple Residential <u>TCP</u> : Low Rise Transition Residential	R <sub>3</sub>
	Commercial building	<u>OCP</u> : Multiple Residential <u>TCP</u> : Low Rise Transition Mixed-Use	CHI
East (Across 156 Street):	Commercial building	<u>OCP</u> : Multiple Residential <u>TCP</u> : Low Rise Transition Mixed-Use	C <sub>4</sub>
South:	Single-detached houses	<u>OCP</u> : Multiple Residential <u>TCP</u> : Low Rise Transition Residential	R <sub>3</sub>
West (Across 155A Street):	Single-detached houses	<u>OCP</u> : Multiple Residential <u>TCP</u> : Low Rise Transition Residential	R <sub>3</sub>

- A previous development application (File No. 7914-0344-00) for a gas station and convenience store on the eastern portion of the site was introduced to Council on April 9, 2018. The motion recommending consideration of the applicable bylaws was defeated and the application was closed.

## POLICY & BYLAW CONSIDERATIONS

### Official Community Plan Amendment

- The subject site is designated Multiple Residential, which allows for development to a maximum density of 1.6 FAR (as per the Guildford Plan) at the subject site. The applicant proposes an OCP Amendment to increase the maximum permitted density to 2.25 FAR.
- The subject site is located 2 blocks east of Guildford Town Centre, where densities between 2.5 FAR to 4.5 FAR are permitted.
- The proposed development otherwise conforms with the land uses and building heights contemplated in the OCP, which supports higher-density residential development (which may include neighbourhood-serving commercial and community uses) and apartment buildings up to 6 storeys in height for lands designated Multiple Residential.

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

### **Secondary Land Use Plan Amendment**

- The subject site is designated Low Rise Transition Mixed-Use in the Guildford Plan and the applicant proposes an amendment to redesignate the lands to Low to Mid Rise Mixed-Use.
- The subject site is identified as a Secondary Node in the Guildford Plan, which is intended for “medium density, low-rise apartments” at this location, including “ground level neighbourhood serving shops and services”. It is located 1 block east of lands designated Low to Mid Rise Mixed-Use, which supports development up to 2.25 FAR and 6- to 8-storey building heights.
- The proposed development otherwise conforms with the intent of the existing Low Rise Transition designation, i.e. the application includes street-level retail and service (child care) uses, underground parking, and a 6-storey building height appropriate to the future neighbourhood context.

### **Zoning Bylaw**

- The applicant proposes to rezone the subject site to a “Comprehensive Development Zone (CD)”. The proposed CD Bylaw for the development site includes provisions, such as permitted use and density, based on the RM-70 and C-5 Zones. Development statistics can be found in the Development Proposal section above.
- Compared with the base zones, the proposed CD Bylaw includes the following relaxations:
  - Maximum density is increased from 1.50 FAR in RM-70 Zone to 2.25 FAR in CD Zone, in order to maximize the number of dwelling units and commercial/child care floor area within a 6-storey building form – see rationale above;
  - Minimum setbacks are reduced from 7.5 m in RM-70 and C-5 Zones to 4.5 m (front and rear lot lines) and 3.0 m (side lot lines) in CD Zone, with further relaxations for encroachment by commercial canopies and a portion of the Level 2 outdoor space in order to align with the urban design provisions of the Guildford Plan;
  - Maximum lot coverage is increased from 50% in the C-5 Zone to 72% in the CD Zone in order to align with the setbacks outlined above, and to allow for a second-level outdoor play space for the proposed child care use; and
  - The maximum size for a child care centre is increased from 408 square metres to 760 square metres to increase its capacity in accordance with community needs.

## **DEVELOPMENT CONSIDERATIONS**

### **Engineering & Transportation Considerations**

- The project is subject to all conditions listed in the engineering requirements in Appendix D.

- As noted in Appendix D, the applicant is required to construct a new east-west lane at the rear of the subject site. The lane will be a total of 12.0 m wide in the ultimate condition, but a portion of the lane is limited to 7.0 m wide until such time as the property to the south (10362 155A Street) redevelops. The interim width is sufficient to allow for two-way traffic, while a sidewalk and boulevard would be provided once the lane achieves its ultimate width.
- The subject site is located at the intersection of 104 Avenue (arterial road and truck route) and 156 Street (arterial road). Access to/from Highway 1 is available less than 1 kilometre away.
- Vehicular access to the subject site is proposed off the rear lane. The applicant is proposing a single driveway leading to an underground parking structure, and a loading bay at grade.
- The site is well-positioned in respect to transit service. Four bus stops are located within 70 metres of the subject site on 104 Avenue and 156 Street, which are collectively served by five bus routes with service to Guildford Exchange, Surrey Central Station, Newton Exchange, Fraser Heights, Langley Centre and Walnut Grove.
- An existing greenway extends from the 104 Avenue/156 Street intersection northwards to 110 Avenue, with access to Highway 1 and the Port Mann Bridge. The Guildford Plan identifies 156 Street as a future “green connector” and protected cycling route providing enhanced access to 102A Avenue, which would become a principal east-west route through Guildford.
- The proposal exceeds the Surrey Design Criteria Manual’s threshold of 100 peak hour trips, so a Transportation Impact Analysis (TIA) was requested. The applicant will be required to refine the TIA, as needed, and to implement its recommendations prior to Final Approval, pending further review and confirmation by City staff and MoTT.
- The applicant is proposing shared parking and transportation demand measures (extra bicycle parking, a new bus shelter on 156 Street) to reduce the total number of vehicle parking spaces required, all in accordance with the provisions of the Zoning Bylaw. Following the permitted reductions, the applicant proposes to provide the following number of vehicle and bicycle parking spaces:

	Required	Proposed
<b>Number of Stalls</b>		
Commercial: Child Care: Residential Visitor:	63	63*
Residential: Total:	120 183	120 183
Accessible:	4	13
<b>Bicycle Spaces</b>		
Residential Secure Parking: Residential Visitor:	88 6	89 6

\*including approximately 19 shared spaces

### **Tree Considerations**

- The applicant has submitted an arborist report, which identifies onsite, off-site, and City tree species. A summary of the proposed tree retention, removal, and proposed replacement is found in Appendix E.
- There are 45 trees on the subject site, 42 of which are proposed to be removed. The applicant is required to plant replacement trees and/or provide cash-in-lieu of replacement trees to the Green City Program in accordance with Surrey Tree Protection Bylaw, No. 16100, as amended.
- The City has reviewed the arborist report and supports the Arborist's findings.
- All trees identified for removal, retention and/or replacement are subject to change prior to final approval of the arborist report.

### **Parks Considerations**

- The closest active park is Guildford Heights Park, which is approximately 115 metres from the subject site.

### **School Capacity Considerations**

- The School District has advised that there will be approximately 20 school-age children generated by this development. The School District has provided the following expected student enrollment:
  - 12 Elementary students at Harold Bishop Elementary School; and
  - 5 Secondary students at Johnston Heights Secondary School.
- The number of school-age children is greater than the expected enrollment due to students attending private schools, home school or different school districts.

(Appendix F)

### **Surrey Fire Considerations**

- The Surrey Fire Department has no concerns with the proposed development. There are some standard requirements to be addressed as part of the subsequent Building Permit application.

### **Form and Character Development Permit Considerations**

- The proposed development is subject to a Development Permit for Form and Character and is also subject to the urban design guidelines in the Guildford Plan.
- The building form is generally U-shaped, where the commercial/child care uses occupy the entire ground storey and the outdoor play space (for the child care use) creates a large courtyard at the rear of the building above the second storey. To articulate the block-long building, there is a mid-block recess plane. The upper storeys are stepped back from the street to relieve the massing bulk. The parking and loading driveway, waste staging and on-site

pedestrian walkway are located along the rear lane. The roof form steps with the grade along 104 Avenue.

- The commercial units are stepped with the street grade, and architectural elements (e.g. colour, form, materiality) are employed to break up the building length while adding cohesion and interest to the overall design expression. The principal façade materials include glazed storefront windows and brick pilasters on the commercial ground storey, and brick veneer and fiber-cement paneling in neutral tones on the upper storeys.
- In accordance with the policies of the Guildford Plan, the applicant is proposing to construct a publicly accessible open space (Green Corner) at the intersection of 104 Avenue and 156 Street, which includes tree planters, seating, lighting and a plaza fronting the commercial retail unit at the corner.
- The applicant has worked with staff to improve the building interface at the Green Corner, to differentiate the commercial retail units, and to refine the expression of the street wall.
- The applicant is proposing commercial and identification signage as part of a Comprehensive Sign Plan. The signage complies with the Sign Bylaw and generally conforms with the design guidelines of Development Permit Area 1.1. It will be further refined and included in Development Permit No. 7925-0224-00.
- The landscape plan features planter beds along the commercial frontages, including trees where soil volumes allow, and a continuous landscape buffer along the rear lane. Decorative paving provides a welcoming sense of arrival at the residential and child care lobbies. At Level 2, the child care play space is screened from surrounding residential units by a 2.7 metre-width landscape buffer.

#### Indoor & Outdoor Amenity

- Indoor residential amenity space is provided on Level 2, including a co-working space, small fitness facility, and multi-purpose room with kitchen. An outdoor patio is provided immediately adjacent to the indoor amenity rooms.
- An outdoor amenity patio is provided on a portion of the rooftop, including seating and dining areas, gardening planters, and a children's play area.

#### Advisory Design Panel

- For multi-family proposals that are six storeys or less and supported by City staff, consideration by the City's Advisory Design Panel (ADP) can be waived. 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 Bylaw and issuance of the Development Permit.

### 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 refining the colour palette towards warmer tones (in accordance with the intent of the Guildford Plan – Headwaters District), further refining the Green Corner, and confirming accessible grading throughout.
- 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.

### **Additional Considerations**

- The application is under the jurisdiction of the Ministry of Transportation and Transit (MOTT) and final approval from MOTT is required.
- The applicant is responsible for ensuring that the design of the proposed child care facility, outdoor play space, and access to each of the child care spaces meet the requirements of the Fraser Health Authority.

### **PUBLIC ENGAGEMENT**

- Pre-notification letters were sent on January 9, 2026, and the development proposal signs were installed on January 20. Staff received one response from area residents. A summary of the feedback received is listed below (*staff comments in italics*)
  - Resident is concerned about the volume of traffic in the neighbourhood (including safety concerns given children traveling to/from the nearby elementary school) and difficulty maneuvering into/out from 155A Street.

*The applicant is required to dedicate 5.0 m on 104 Avenue and 4.94 m on 156 Street to facilitate road widening and construction of new sidewalks and boulevards, all of which are intended to improve traffic control and safety. Construction of the proposed rear lane may also help alleviate some of the circulation issues in the immediate neighbourhood. The applicant has provided a TIA that concludes the proposed development will not significantly increase traffic issues in the neighbourhood, compared to the current baseline.*

### **COMMUNITY AMENITY CONTRIBUTIONS**

- The proposed development is subject to the following Community Amenity Contributions. All rates are current as of this date and are subject to change:

<b>Contribution Type</b>	<b>Current Rate</b>
Secondary Plan & Infill Area Contributions	\$9,145.60 per dwelling unit

- 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.
- The Public Art contribution will be required only for the commercial portion of the site, as the residential portion includes 100% market rental units. The contribution will be applicable to the residential portion only if there is a future change in tenure from the market rental residential units.

## CONCLUSION

In summary, the low-rise, mixed-use apartment proposal demonstrates sound planning principles and aligns with the objectives of the Official Community Plan and the Guildford Plan. It reinforces housing diversity by increasing market rental options in the neighbourhood, and provides local services including commercial retail and child care uses. Staff recommend approval based on the analysis and considerations outlined in this report.

## INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

- Appendix A: Guildford Plan Amendment Map
- Appendix B: Housing Agreement
- Appendix C: Site Plan, Building Elevations, Perspective and Landscape Plans
- Appendix D: Engineering Summary
- Appendix E: Summary of Tree Preservation, Removal and Replacement
- Appendix F: School District Comments

*approved by Shawn Low*

Ron Gill  
General Manager  
Planning and Development

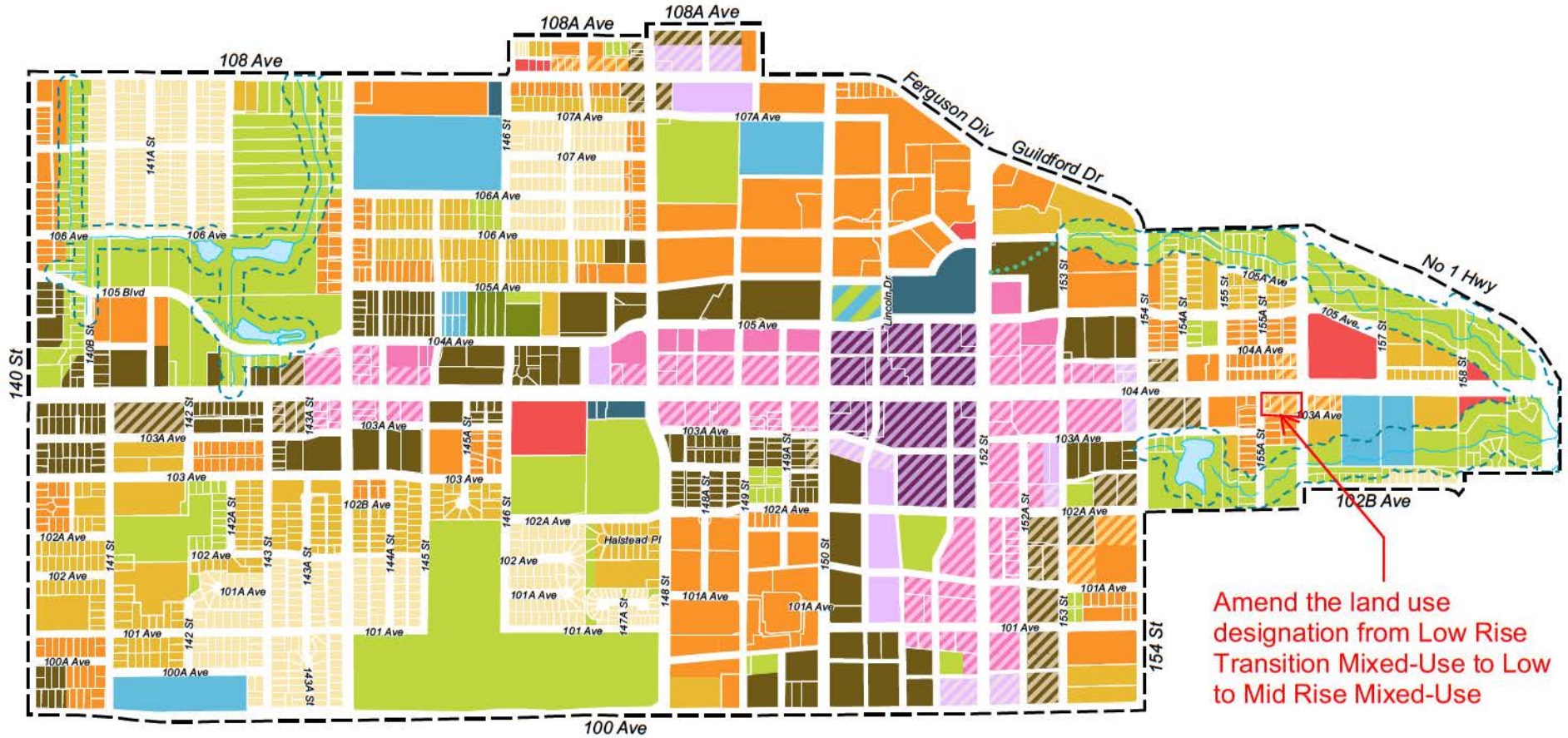
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# Guildford Plan Land Use Concept

Refer to *Guildford Plan, Section 3: Land Use*

Originally approved October 30, 2023

Last updated 3 Dec 2025



Amend the land use designation from Low Rise Transition Mixed-Use to Low to Mid Rise Mixed-Use

Note: Additional roads or lanes, not identified on this figure, may be required as determined on a case-by-case basis.

## LEGEND

- Core Mixed-Use
- Low to Mid Rise Mixed-Use
- Urban Residential
- Park/School
- High Rise Mixed-Use
- Low to Mid Rise Residential
- Commercial
- Civic
- High Rise Residential
- Low Rise Transition Mixed-Use
- Metro Vancouver Reservoir
- Mid Rise Mixed-Use
- Low Rise Transition Residential
- Parks and Natural Areas
- Riparian Buffer
- Mid Rise Residential
- Townhouse
- School
- Watercourse Daylighting Opportunity

CITY OF SURREY

HOUSING AGREEMENT

Mixed-Use

THIS HOUSING AGREEMENT made the

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:

**WEST FRASER DEVELOPMENTS LTD.** a corporation  
having its offices at 11411 – 131 Street, B.C. V3R 2T9

(the "**Owner**")

OF THE SECOND 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:

Parcel Identifier: **002-640-066**

LOT D EXCEPT PART IN PLAN LMP54520, SECTION 28, BLOCK 5  
NORTH, RANGE 1 WEST, NEW WESTMINSTER DISTRICT PLAN  
21260

Parcel Identifier: **002-956-381**

PARCEL "E" (EXPLANATORY PLAN 9493) LOTS 14, 15 AND 16  
EXCEPT: FIRST: PARCEL 14 (EXPLANATORY PLAN 10753),  
SECONDLY: PORTIONS IN PLANS 18126, 21260 AND LMP54520,  
SECTION 28, BLOCK 5 NORTH, RANGE 1 WEST, NEW  
WESTMINSTER DISTRICT PLAN 2070

Parcel Identifier: **006-177-301**

LOT A EXCEPT PART IN PLAN LMP54520, SECTION 28, BLOCK 5  
NORTH, RANGE 1 WEST, NEW WESTMINSTER DISTRICT PLAN  
20888

(the "**Lands**");

- B. The Owner proposes to use the Lands for a six-storey mixed-use building with commercial retail units and a child care facility on the ground floor and 136 Dwelling Units above (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 136 of 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* and a subdivision pursuant to the *Strata Property Act* of British Columbia);
  - (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 and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia,

then "Owner" includes the strata corporation thereby created;

- (i) "Rental Units" means 136 of 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 Dwelling Units 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. LIABILITY

- 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. NOTICE**

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: General Manager, Planning and Development Department

(b) As to the Owner:

WEST FRASER DEVELOPMENTS LTD  
11411-131 Street  
Surrey, BC V3R 2T9

Attention: Ravi Sandhu

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. GENERAL**

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 **Subdivision/Consolidation.** If the Lands are subdivided or consolidated at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, then upon the deposit of a plan of subdivision, strata plan, consolidation plan or similar plan or application as the case may be the rights, benefits, burdens, obligations, and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided or consolidated parcels and areas so created.

- 5.11 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) this Agreement will be registered against each individual strata lot and noted on the common property sheet;
  - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
  - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan.
- 5.12 **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.
- 5.13 **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.
- 5.14 **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.
- 5.15 **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.
- 5.16 **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.
- 5.17 **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.

*[Remainder of this page intentionally left blank; signature page follows]*

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**

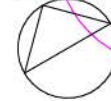
By: \_\_\_\_\_  
Authorized Signatory  
Brenda Locke,  
Mayor  
City of Surrey

By: \_\_\_\_\_  
Authorized Signatory  
Jennifer Ficocelli,  
City Clerk and Director Legislative Services  
City of Surrey

**WEST FRASER DEVELOPMENTS LTD.**

By:  \_\_\_\_\_  
Authorized Signatory  
*Name: Rajwantjit Sandhu*  
*Title: President*

# Appendix C



**MATTHEW CHENG ARCHITECT INC.**

Unit 202 - 870 EVANS AVENUE  
VANCOUVER, BC V6A 2K9  
Tel: (604) 731-3021 / Fax: (604) 731-3008  
Cell: (604) 648-0969 / Email: matthew@mc-ill.ca

THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCEMENT TO WORK. ALL ERRORS AND OMISSIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. COPYRIGHT RESERVED. THIS PLAN AND DESIGN ARE AND AT ALL TIMES REMAIN THE EXCLUSIVE PROPERTY OF MATTHEW CHENG ARCHITECT INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.

No.	Date	Revision
1	06/20/20	ISSUED FOR DRG
2	12/22/20	REVISION FOR DRG
3	10/15/22	REVISION FOR DRG

**UNIT TYPES**

- STUDIO
- 1-BEDROOM
- 2-BEDROOM
- 3-BEDROOM
- INDOOR AMENITY
- COMMERCIAL

Project Title  
**15562-15568 & 15582  
104th Avenue, Surrey**

Sheet Title  
**Level 1**

Drawn: Author

Checked: Checker

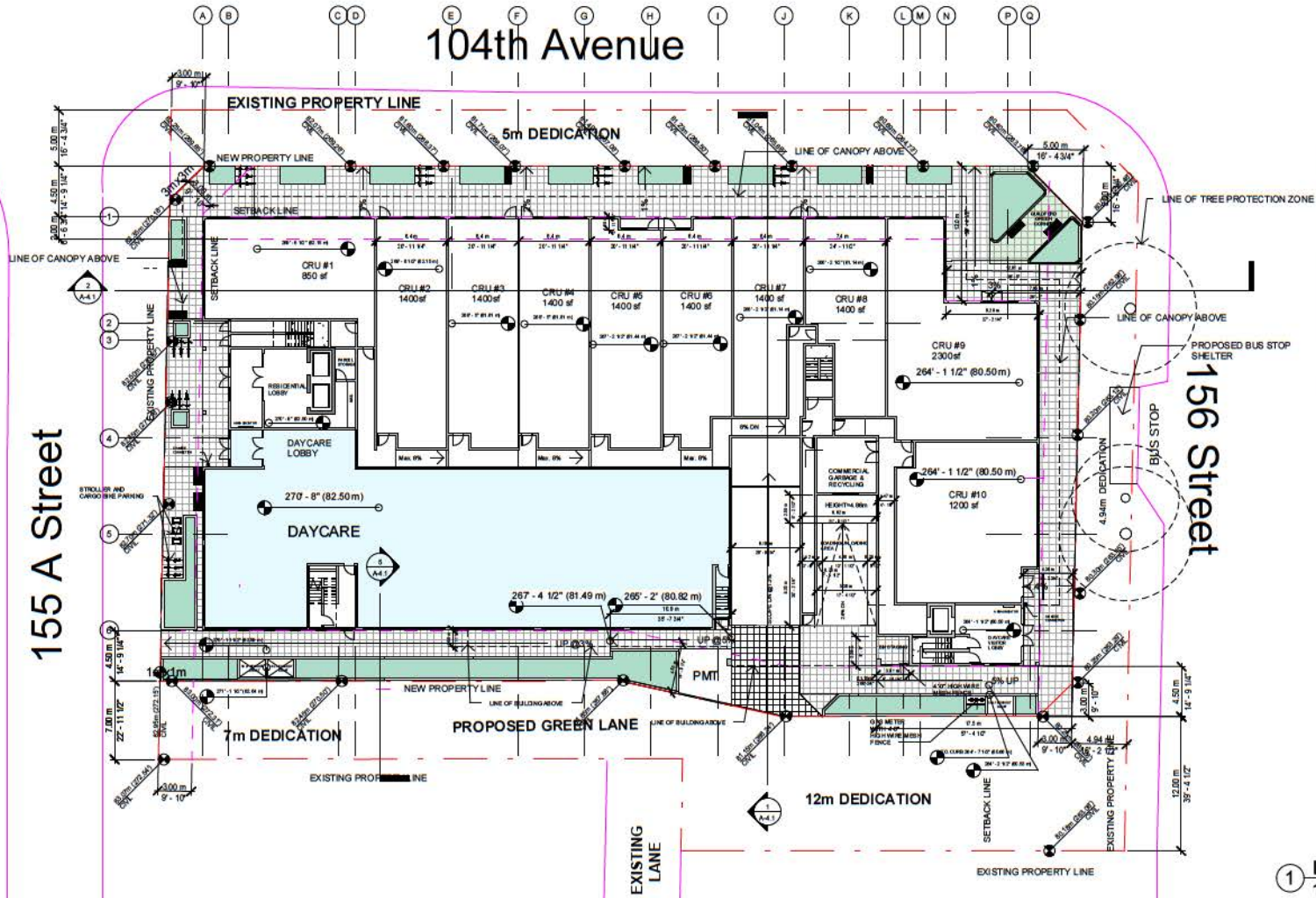
Scale: As Indicated

Project Number:  
Project Number

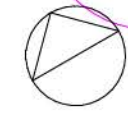
Revision Date:      Dep. No.:

Print Date:  
09/12/23

**A-1.4**



① Level 1  
1" = 30'-0"



**MATTHEW CHENG ARCHITECT INC.**

Unit 202 - 870 EVANS AVENUE  
VANCOUVER, BC V6A 2K9  
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No.	Date	Revision
1	06/20/20	ISSUED FOR DRG
2	12/22/20	REISSUED FOR DRG
3	10/15/22	REISSUED FOR DRG

**UNIT TYPES**

- STUDIO
- 1-BEDROOM
- 2-BEDROOM
- 3-BEDROOM
- INDOOR AMENITY
- COMMERCIAL

Project Title  
**15562-15568 & 15582 104th Avenue, Surrey**

Sheet Title  
**Level 2**

Drawn: Author

Checked: Checker

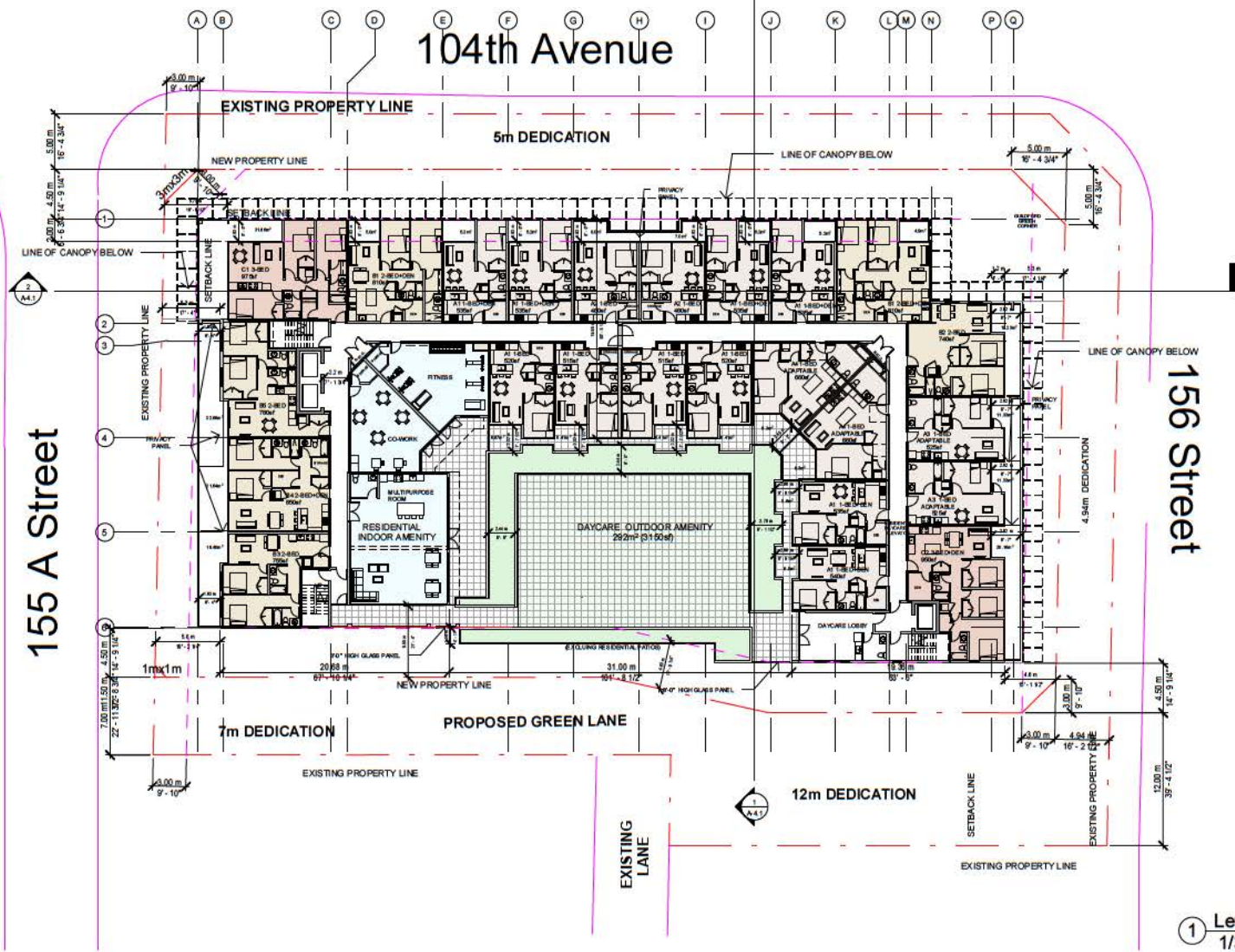
Scale: As Indicated

Project Number: Project Number

Revision Date:      Dep. No.:

Print Date: 09/22/23

**A-1.5**



① Level 2  
1/32" = 1'-0"



② North-East Aerial View



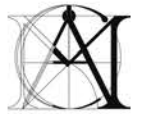
④ North-West Aerial View



① View to North-East Corner



③ View to North-West Corner



**MATTHEW CHENG  
ARCHITECT INC.**

Unit 202 - 670 EVANS AVENUE  
VANCOUVER, BC V6A 2N9  
Tel: (604) 731-3021 / Fax: (604) 731-3908  
Cell: (604) 644-0989 / Email: matthew@gmail.ca

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No.	Date	Revision
1	1/10/2015	ISSUED FOR DRG
2	7/21/2015	RE ISSUED FOR DRG
3	10/19/2015	RE ISSUED FOR DRG

Project Title  
**15562-15568 & 15582  
104th Avenue, Surrey**

Sheet Title  
**3-D Views**

Drawn: Author

Checked: Checker

Scale:

Project Number:  
Project Number

Revision Date:      Day: No.:

Print Date:  
10/20/14



① South-East Aerial View



② South-West Aerial View



③ View to South-East Corner



④ View to South-West Corner



**MATTHEW CHENG  
ARCHITECT INC.**

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VANCOUVER, BC V6A 2N9  
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No.	Date	Revision

Project Title  
**15562-15568 & 15582  
104th Avenue, Surrey**

Sheet Title  
**3-D Views**

Drawn: Author

Checked: Checker

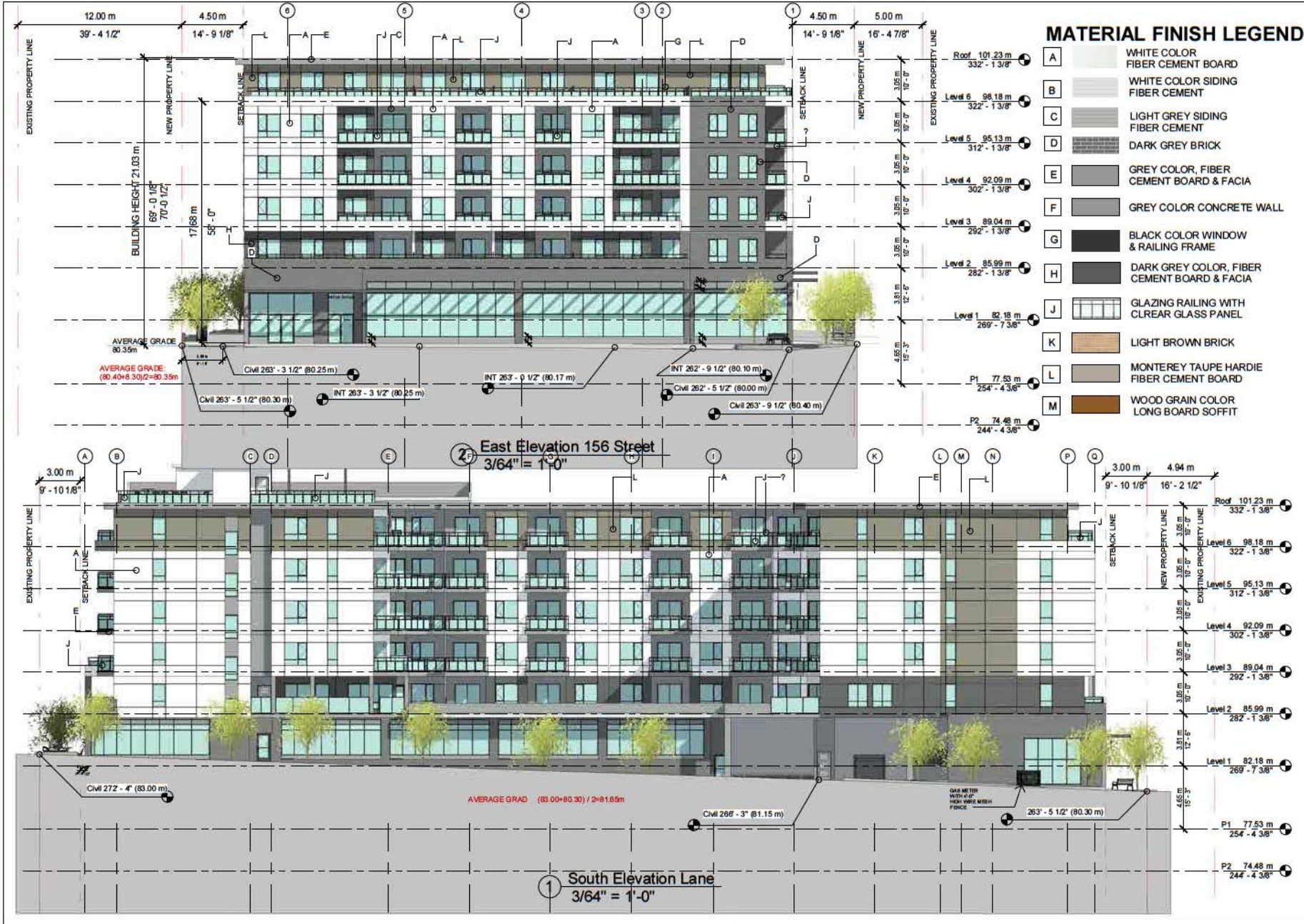
Scale:

Project Number:  
Project Number

Revision Date:      Date:      Draw No.:

Print Date:  
07/20/2016





**MATERIAL FINISH LEGEND:**

- A** WHITE COLOR FIBER CEMENT BOARD
- B** WHITE COLOR SIDING FIBER CEMENT
- C** LIGHT GREY SIDING FIBER CEMENT
- D** DARK GREY BRICK
- E** GREY COLOR, FIBER CEMENT BOARD & FACIA
- F** GREY COLOR CONCRETE WALL
- G** BLACK COLOR WINDOW & RAILING FRAME
- H** DARK GREY COLOR, FIBER CEMENT BOARD & FACIA
- J** GLAZING RAILING WITH CLEAR GLASS PANEL
- K** LIGHT BROWN BRICK
- L** MONTEREY TAUPE HARDIE FIBER CEMENT BOARD
- M** WOOD GRAIN COLOR LONG BOARD SOFFIT



**MATTHEW CHENG ARCHITECT INC.**

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No.	Date	Revision
1	09/20/25	ISSUED FOR DRG
2	10/21/25	REISSUED FOR DRG
3	10/21/25	REISSUED FOR DRG

**NOTE:**  
Color of the fiber cement panel trims/clips/reveals should match the panel color they are attached.

Project Title  
**15562-15568 & 15582 104th Avenue, Surrey**

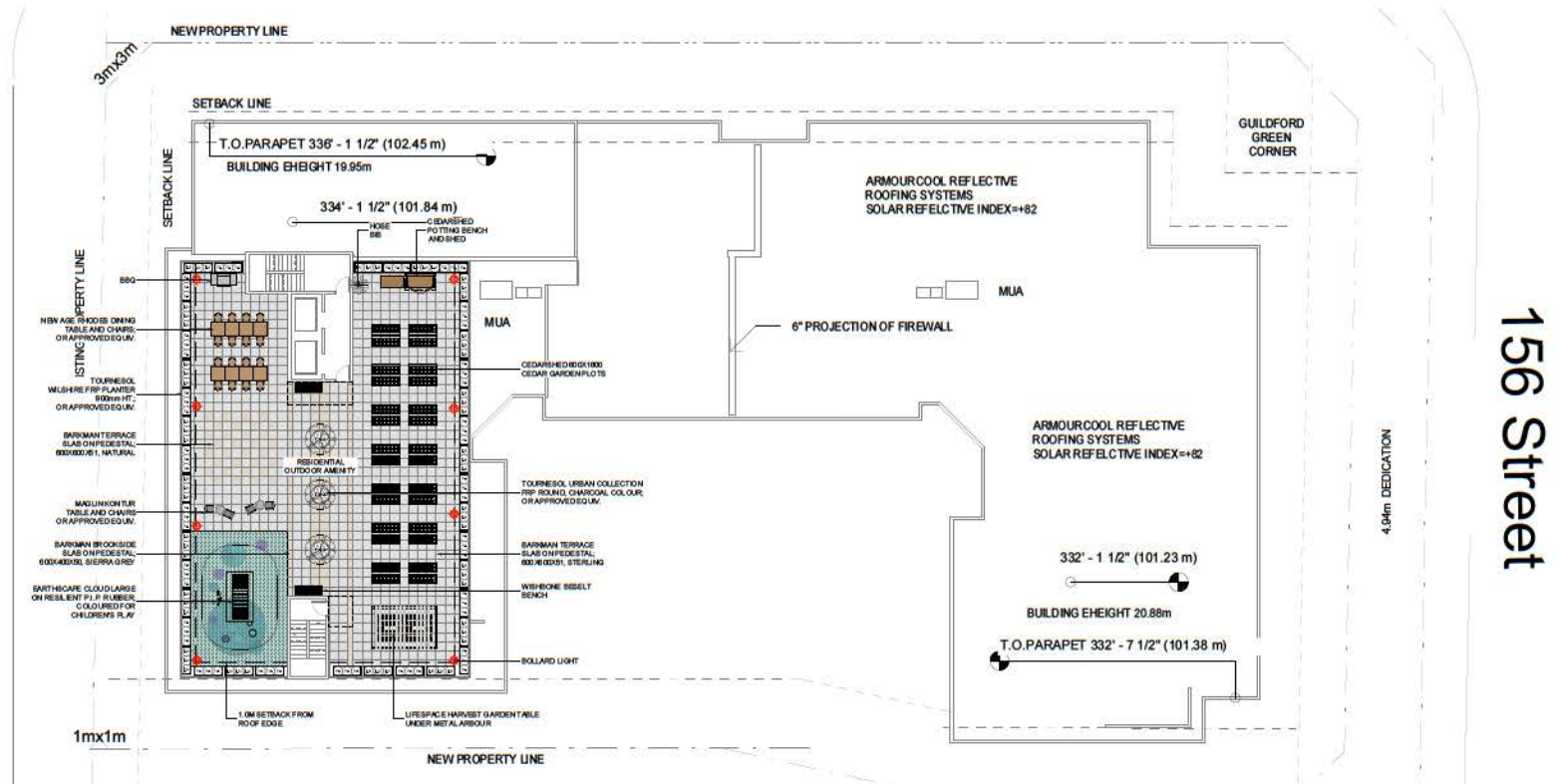
Sheet Title  
**Elevations**

Drawn: Author  
Checked: Checker  
Scale: As indicated  
Project Number: Project Number  
Revision Date:      Draw No.:



155 A Street

156 Street



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**pmg**  
LANDSCAPE ARCHITECTS  
Suite C100 - 4185 3611 Qwell Drive  
Burnaby, British Columbia, V5C 6G8  
p: 604 294-0011 • f: 604 294-0022

SCALE:

NOT FOR CONSTRUCTION

1	24 JUN 19	CITY COMMENTS / CIVIL / 01/06/2019	PL
2	15 JUL 20	REVISED PLAN / CIVIL COMMENTS	PL
3	25 MAR 20	REVISED PLAN	PL
4	23 MAR 20	NEW SITE PLAN / CIVIL COORDINATION	PL
5	24 DEC 20	REVISED PLAN	PL

CLIENT:

PROJECT:

6-STORY APARTMENT

15562 - 15568, 15582 104TH AVE, SURREY, BC

DRAWING TITLE:

ROOF LANDSCAPE PLAN

DATE: 24 NOV 08 DRAWING NUMBER:

SCALE: 1:250

DRAWN: JA

DESIGN: JA

CHECK'D: YK

OF 11

24-187-42P PMG PROJECT NUMBER: 24-187

LIGHTING LEGEND

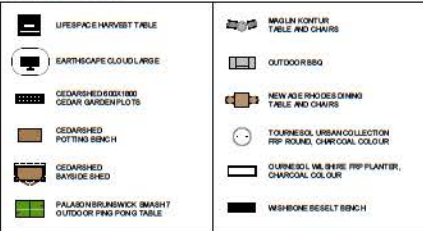


NOTE: ALL LIGHTING TO BE DARK SKY CERTIFIED. LIGHTING SPEC LOCATION PER ELECTRICAL DWS.

MATERIALS LEGEND



FURNISHING LEGEND



PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
SPRUE	3	RAJ'S TYPHANIA 'TIGER EYES'	CUTLEAF STAGHORN SUMAC	2M HT, 80S, 3 STEM OR MORE
GRASS	12	CAREX ELATA 'NARICA'	ROWLEY'S GOLDEN SEDGE	#1 POT
	60	PENNETUM ALPICOLOIDES 'HAWLEY'	DWARF FOUNTAIN GRASS	#1 POT, 20CM
PERENNIAL	100	LAVENDULA ANGUSTIFOLIA 'MUNSTED'	ENGLISH LAVENDER, COMPACT, HOLET-BLUE	#1 POT

NOTES: \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE ICLANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER ONLY STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. \* REFER TO SPECIFICATIONS FOR DESIRED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. \* SEARCH AND REVIEW NAME 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 PROJECT TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO ICLANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. \* DEFINITION OF CONDITIONS OF AVAILABILITY: "ALL LANDSCAPE MATERIAL AND INSTALLATION MUST MEET OR EXCEED ICLANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION." \* ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.



# INTER-OFFICE MEMO

---

TO: **Director, Development Planning, Planning and Development Department**

FROM: **Director, Land Development, Engineering Department**

DATE: **January 26, 2026** PROJECT FILE: **7825-0224-00**

---

RE: **Engineering Requirements**  
**Location: 15562 104 Ave**

## REZONE/SUBDIVISION

### *Property and Right-of-Way Requirements*

- Dedicate 5.0 m along 104 Avenue.
- Dedicate 4.942 m along 156 Street.
- Dedicate 7.0 m at the west end and 12.0 m at the east end for Green Lane.
- Dedicate 5 m x 5 m corner cut at intersection of 156 Street and 104 Avenue.
- Dedicate 3 m x 3 m corner cut at the intersection of 156 Street and Green Lane.
- Dedicate 3 m x 3 m corner cut at the intersection of 104 Avenue and 155A Street.
- Dedicate 1 m x 1 m corner cut at the intersection of 155A Street and Green Lane.

### *Works and Services*

- Construct 1.8 m sidewalk along 104 Avenue.
- Construct 1.8 m sidewalk along 156 Street.
- Construct east half of 155 A street to local road standard.
- Construct Green Lane between 155A Street and 156 Street.
- Construct storm sewer along 155A Street and Green Lane.
- Construct 250 mm water main along 155A Street.
- Construct dry sanitary main along 156 Street.

A Servicing Agreement is required prior to Rezone/Subdivision.

## DEVELOPMENT PERMIT/DEVELOPMENT VARIANCE PERMIT

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



Jeff Pang, P.Eng.  
Director, Land Development

BD

NOTE: Detailed Land Development Engineering Review available on file

**8.0 TREE PRESERVATION SUMMARY**

**Appendix E**

Surrey Project No: N/A

Address: 15562, 15568, 15582 104 Ave, Surrey

Registered Arborist: Francis Klimo

Date of Report/Revision: January 26, 2026

<i>All trees identified for removal, retention and/or replacement are subject to change prior to final approval of the Arborist report</i>	
<b>On-Site Trees</b>	<b>Number of Trees</b>
Existing Bylaw Sized Trees	45
Proposed Removed Bylaw Trees	42
Proposed Retained Bylaw Trees	3
Total Replacement Trees Required:	
Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio	
Removed	Subtotal
26 X 1 =	26
Alder & Cottonwood Trees Requiring 2 to 1 Replacement Ratio	
Removed	Subtotal
0 X 2 =	0
All other Trees Requiring 2 to 1 Replacement Ratio	
Removed	Subtotal
16 X 2 =	32
<b>Required Replacement Trees</b>	<b>58</b>
<b>Proposed Replacement Trees</b>	<b>0</b>
<b>Deficit of Replacement Trees</b>	<b>58</b>
<b>Total On-site Retained and Replacement Trees</b>	<b>0</b>

<b>Off-Site Trees</b>	<b>Number of Trees</b>
Existing Bylaw Sized Trees	7
Proposed Removed Bylaw Trees	7
Proposed Retained Bylaw Trees	0
Total Replacement Trees Required:	
Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio	
Removed	Subtotal
0 X 1 =	0
Alder & Cottonwood Trees Requiring 2 to 1 Replacement Ratio	
Removed	Subtotal
0 X 2 =	0
All other Trees Requiring 2 to 1 Replacement Ratio	
Removed	Subtotal
7 X 2 =	14
<b>Required Replacement Trees (to be taken as Cash in Leu)</b>	<b>14</b>
<b>Total Off-site Retained Trees</b>	<b>0</b>

<b>City Trees</b>	<b>Existing</b>	<b>Removed</b>	<b>Retained</b>
Park/City Lot Trees	0	0	0
Boulevard Trees	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>



Department: **Planning and Demographics**  
 Date: **February 3, 2026**  
 Report For: **City of Surrey**

**Development Impact Analysis on Schools For:**

Application #: **25-0224-00**

The proposed development of **136** Low Rise Apartment units are estimated to have the following impact on elementary and secondary schools within the school regions.

<b>School-aged children population projection</b>	20
---	----

<b>Projected Number of Students From This Development In:</b>	
Elementary School =	12
Secondary School =	5
<b>Total Students =</b>	<b>17</b>

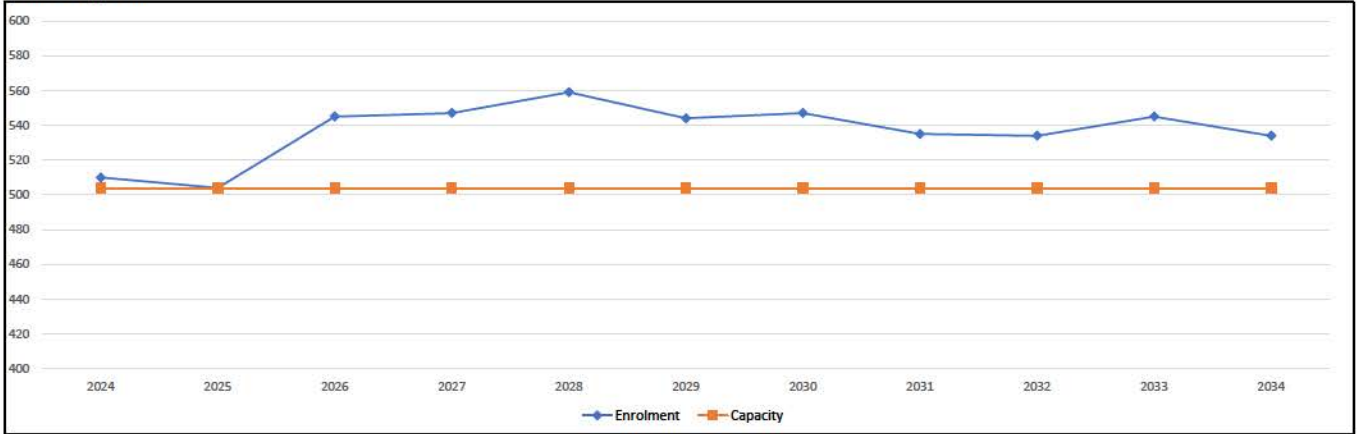
<b>Current Enrolment and Capacities:</b>	
<b>Harold Bishop Elem</b>	
Enrolment	504
Operating Capacity	504
# of Portables	1
<b>Johnston Heights Sec</b>	
Enrolment	1563
Operating Capacity	1450
# of Portables	1

**Summary of Impact and Commentary**  
 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.

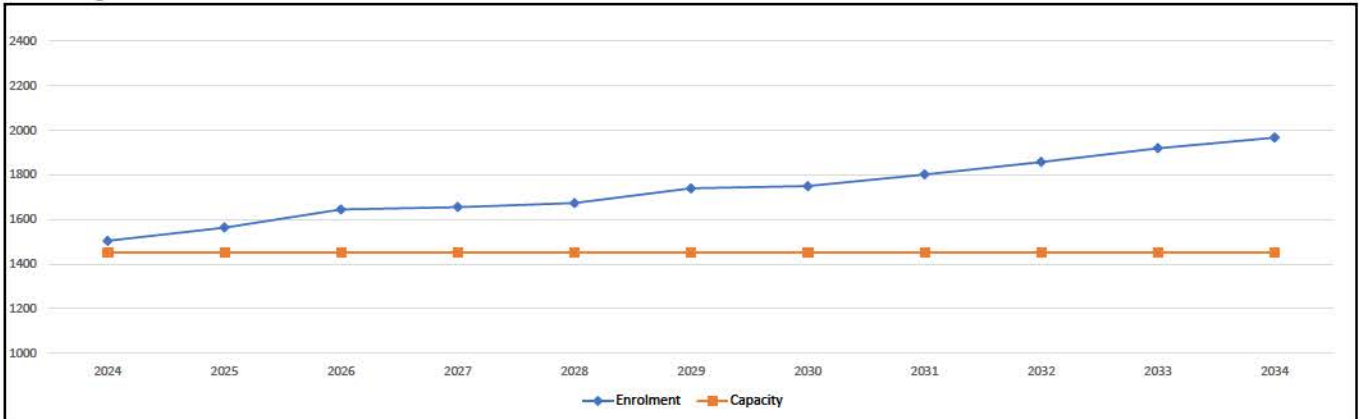
As of September 2025, Harold Bishop Elementary is at 100% capacity. The Guildford Plan projects continued growth in the area.

As of September 2025, Johnston Heights is operating at 107% capacity. The area will continue to grow with the Guildford Plan. A new addition is part of the 2026/27 Capital Plan to add 550 capacity to the school. The Ministry has yet to approve capital funding for this project.

**Harold Bishop Elem**



**Johnston Heights Sec**



**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.