

CITY OF SURREY

BY-LAW NO. 17396

A by-law to amend the provisions of "City of Surrey
Heritage Revitalization Agreement By-law, 2007, No. [16407](#)"
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The Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The City is authorized to enter into an amendment to the heritage revitalization agreement authorized by "Surrey Heritage Revitalization Agreement By-law, 2007, No. 16407" regarding certain lands and premises located within the City of Surrey and more particularly known and described as:

Parcel Identifier: 027-255-921
Lot 16 Section 12 Township 2 New Westminster District Plan BCP31792
16602 – Bell Road

(The "Heritage Revitalization Agreement")

2. The terms and conditions of the amending agreement (the "Amending Agreement") are attached to and form part of this By-law as Schedule "1", and the Amending Agreement becomes an addition to the Heritage Revitalization Agreement.
3. The Mayor and Clerk are authorized on behalf of the City to sign the Amending Agreement and to do all acts necessary and incidental to the completion of the Amending Agreement.
4. This By-law shall be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2007, No. 16407, Amendment By-law, 2011, No. 17396".

PASSED FIRST AND SECOND READINGS on the 18th day of April, 2011.

PUBLIC HEARING HELD thereon on the 9th day of May, 2011.

PASSED THIRD READING on the 9th day of May, 2011.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 9th day of May, 2011.

_____ MAYOR

_____ CLERK

SCHEDULE 1

**SURREY HERITAGE REVITALIZATION AGREEMENT
CHARLES BELL HOUSE
AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the ____ day of _____, 2011.

BETWEEN:

CITY OF SURREY
14245 - 56th Avenue
Surrey, B.C., V3X 3A2

(the "City")

OF THE FIRST PART

AND:

57TH AVENUE DEVELOPMENTS LTD., INC. NO. 766857
305 - 9288 120 Street
Surrey, BC
V3V 4B8

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The City and 57th Avenue Developments Ltd. (the "Owner") entered into a Heritage Revitalization Agreement dated for reference June 26, 2007 (the "Agreement") for the conservation, restoration, maintenance, and protection of the Lands, including the Charles Bell House, as more particularly described in the Agreement;
- B. The City and the Owner wish to amend the terms of the Agreement to vary the Zoning By-law to increase the permitted floor area on the Lands.
- C. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement;

NOW THEREFORE this Amending Agreement witnesses that in consideration of the sum of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree as follows:

1. Amendments

The Agreement is hereby amended as follows:

- 1.1. By deleting Section 3 of the Agreement, and replacing it with the following:

3. Pursuant to Section 966(2) (b) of the Local Government Act, Part 16 Single Family Residential Zone (RF), Section D. Density, Sub-section 2 of the City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby varied in respect of the Lands as set out in Schedule "C" which is incorporated into and forms part of this Agreement.

- 1.2. By inserting the following new Schedule "C" following Schedule "B" of the Agreement:

Schedule "C"

PROVISIONS TO VARY AND SUPPLEMENT CITY BY-LAWS

- (1) City of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as follows:

In Part 16 Single Family Residential Zone (RF), Section D. Density, Sub-section 2 is varied by deleting clause (b) and replacing it with the following:

"(b) For *building* construction within a *lot*, the *floor area ratio* (FAR) shall not exceed 0.63, provided that the maximum allowable floor area shall not exceed 390 square meters (4,198 sq. ft.)."

(Note: Terms used in Schedule "C" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the by-law.)

2. Due Execution

The Owner hereby represents and warrants to the City that this Amending Agreement has been duly authorized and executed by the Owner and that the delivery of this Amending Agreement has been duly authorized by all necessary corporate action on the part of the Owner.

3. Full Force and Effect

The City and the Owner hereby agree that the Agreement shall hereinafter be read and construed in conjunction with this Amending Agreement and be regarded as being amended only to the extent herein provided that all the terms, covenants, provisos, conditions and provisions of the Agreement, as amended hereby, shall continue to be in full force and effect and nothing herein contained shall operate or be construed to modify or otherwise affect the rights and obligations created by the Agreement as amended hereby.

4. Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Owner.

5. Notice to be Filed

Notice of this Agreement will be filed in the Land Title Office and once filed, this Agreement will be binding on all persons who acquire an interest in the Lands.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date set out above.

CITY OF SURREY

by its authorized signatories

Dianne Watts
Mayor

Jane Sullivan
City Clerk

57TH AVENUE DEVELOPMENTS LTD., INC. NO. 766857
by its authorized signatory

Name: (print)