

CITY OF SURREY

BYLAW NO. 20158

A bylaw to enter into a development works agreement which authorizes the construction of works which will service the benefiting real property within a portion of the Campbell Heights Local Area Plan and establishes that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by bylaw pursuant to Section 570 of the *Local Government Act*, RSBC 2015, c 1, as amended, (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand works by the City of Surrey (the "City") or by the developer and the cost of constructing the works shall be recovered in part or in whole from the owners of real property in the area subject to the Agreement;
- B. AND WHEREAS Council has been petitioned to construct works to serve a portion of the Campbell Heights Local Area Plan pursuant to Section 570(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient;
- D. AND WHEREAS it is deemed expedient to grant the requests of the petitioners as provided in this Bylaw and proceed with the construction of the works.

NOW THEREFORE, the Council of the City of Surrey, ENACTS AS FOLLOWS:

- 1. This Bylaw shall be cited for all purposes as "Development Works Agreement [8619-0219-00-2] Bylaw, 2021, No. 20158".
- 2. The Council hereby authorizes the General Manager, Engineering to enter into a development works agreement 8619-0219-00-2 attached as Schedule A, and forming part of this Bylaw.

3. The Specified Charge, payable by the Owners shall not exceed the maximum amount specified in the Agreement as being Twenty-five thousand, seven hundred ninety-seven dollars and three cents (\$25,797.03) for each hectare of land, of lawful money of Canada.
4. The capitalized terms in this Bylaw have the meanings as defined in Schedule A.

PASSED FIRST READING on the 8th day of February, 2021.

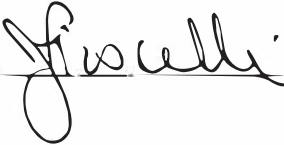
PASSED SECOND READING on the 8th day of February, 2021.

PASSED THIRD READING on the 8th day of February, 2021.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 22nd day of February, 2021.



MAYOR



CLERK



CITY OF SURREY

DEVELOPMENT WORKS AGREEMENT

Project 8619-0219-00-2
(Trunk Main Works)

THIS AGREEMENT dated for reference the _____ day of _____, 20__.

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue
Surrey, BC V3T 1V8

(the “City”)

OF THE FIRST PART

AND:

CH LATIMER COMMUNITY POND JV INC.
#1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

(the “Developer”)

OF THE SECOND PART

WHEREAS:

- A. The real property within the Campbell Height Local Area Plan is identified in column one entitled “Legal Description” in Schedule “A” and as illustrated in the “Benefiting Area Map” in Schedule “C”.
- B. The registered owners in fee simple of the Benefiting Area are identified in column two entitled “Registered Owner” in Schedule “A”.
- C. The Works are contained within the City's 10-Year Servicing Plan and the Owners have petitioned that the City advance the acquisition and construction of the Works.
- D. The Developer agrees to construct the Works with no contribution from the City.
- E. The City’s intent is to introduce a Development Works Agreement Bylaw, authorizing the parties to enter into a Development Works Agreement (8619-0219-00-02), pursuant to Section 570 of the *Act*, providing for the provision of the Works by the Developer.

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges) the parties hereby covenant and agree with each other as follows:

1 DEFINITIONS

The parties hereto agree that in this Agreement, including the recitals above, the following definitions will apply:

“*Act*” means Section 570 of the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended;

“Agreement” means this Agreement and all Schedules attached hereto;

“as amended” means as may be amended or replaced from time to time;

“Benefiting Area” means the real property described in column one entitled “Legal Description” in Schedule “A”;

“Capital Cost” means the actual costs incurred by the Developer to construct the Works and the Capital Cost is estimated to be the sum of Seven Million, nine hundred forty-five thousand, four hundred ninety-two Canadian Dollars (\$7,945,492.00), including applicable taxes, which costs will be amended by the final cost determined by the City in accordance with Section 2 of this Agreement;

“City” means the City of Surrey;

“Completion Date” means the date the Works were placed on maintenance in accordance with Section 2.3 of this Agreement;

“Council” means the Council of the City;

“Developer” means the person, corporation, partnership, or party identified as such on the first page of this Agreement and includes its personal or other legal representatives;

“Development Cost Charge” means a charge imposed pursuant to the Development Cost Charge Bylaw;

“Development Cost Charge Bylaw” means Surrey Development Cost Charge Bylaw, 2020, No. 20019, as amended;

“Development Works Agreement Bylaw” means the bylaw specified in recital E.;

“DWA Levy Credit” means the maximum amount of credit available in column four entitled “DWA Levy Credit” applied to each property in column three entitled “Property Address” in Schedule “D” subject to Section 3.5 and will be applied as a credit;

“General Manager Engineering” means the officer appointed by Council pursuant to Surrey Officers and Indemnification Bylaw, 2006, No. 15912, as amended, and includes an employee or an officer provided with the written authority to act on their behalf;

“Maximum Amount Owning” means the maximum amount that could be payable by the City to the Developer pursuant to this Agreement as One million, five hundred sixty-four thousand, three hundred thirty-two Canadian Dollars (\$1,564,332.00) plus interest at 5.0% compounded per annum less the DWA Levy Credit (if applicable);

“Owners” means each of the registered owners in fee simple of the Benefiting Area from time to time as identified in column two entitled “Registered Owners” in Schedule “A” attached hereto and any Successors on title as of the date of this agreement;

“Specified Charge” means a debt payable to the City in the maximum amount of \$25,797.03, which may be revised in accordance with Section 2.4 herein, plus interest at 5.0% compounded per annum for each hectare of land to be developed as approved by the City, in accordance with the bylaws of the City, including, but not limited to, the Development Cost Charge Bylaw and Subdivision and Development Bylaw;

“Subdivision and Development Bylaw” means Surrey Subdivision and Development Bylaw, 1986, No. 8830, as amended;

“Term” means the period of time this Agreement is in effect and shall start on the date this Agreement is executed by all parties and shall expire fifteen years after the Completion Date; and

“Works” means Drainage Trunk Main Works and related appurtenances substantially as described in Schedule “B”.

2 WORKS

- .1 The Developer is solely responsible for the design, engineering, and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works, subject to the direction of the City.

- .2 The parties acknowledge that, as of the date of this Agreement, the Cost are estimated.
- .3 The Developer agrees that once the City has placed the Works on maintenance the City will issue a letter confirming the maintenance start date and that date will be deemed to be the Completion Date for the purposes of this Agreement.
- .4 The Developer covenants and agrees to provide the City with an invoice detailing the Cost and any other items required by the City, on the Developer's letterhead, substantiated by the Professional Engineer who designed the Works, in order for the City to certify the final Cost. Once the City has accepted the final Cost the City will issue a letter confirming the value of the final cost and that number will be the final Cost for the purposes of this Agreement.

3 PAYMENT FOR WORKS

- .1 The City is not responsible for financing any of the costs of the Works.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager Engineering in their sole discretion agrees in writing that a portion of the land is not able to be developed.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 Developer agrees with the City to deduct from the maximum amount owing, all of the DWA Levy Credit plus interest to the maximum DWA Levy Credit described in Schedule "D" for those property owners identified in Schedule "D" at the time of an executed servicing agreement for the development of the property owners lands;
- .5 Developer acknowledges and agrees to provide written notice should any lands associated with the Developer be removed from Schedule "E", the lands removed will no longer be eligible for the DWA Levy Credit described in Schedule "D" and will be required to pay the Specified Charge.
- .6 Until the Specified Charge is paid, Council, an Approving Officer, a building inspector, or other municipal authority is not obligated to:
 - (i) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of real property of the Owners within the Benefiting Area; or
 - (ii) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .7 In consideration of the completion of the Works by the Developer, to the satisfaction of the General Manager Engineering, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area the Specified Charge for each subdivision or building permit on or before the date when the Development Cost Charges are payable, pursuant to the Development Cost Charge Bylaw up to the Maximum Amount Owing within the Benefiting Area.
- .8 The City agrees to reimburse the Developer up to the Maximum Amount Owing the Specified Charge collected pursuant to this Agreement as follows:
 - (a) to the extent the Specified Charge has been collected from any Owners at the then prevailing Specified Charge rate;
 - (b) the City shall only be obligated to pay to the extent the City actually receives the Specified Charge from the Owners; and
 - (c) the City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.

- .9 Subject to Section 3.6 the City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.
- .10 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4 TERM

- .1 The Developer agrees to the Term of this Agreement.
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owning and interest (if any) as specified herein.

5 INDEMNITY

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6 CITY'S COSTS

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$6,630.75 for the preparation and administration of this Agreement. The City acknowledges the receipt of payment by Receipt No. 71767260 paid to the City on July 25, 2019 for the preparation and administration of this Agreement.

7 NOTICES

- .1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer's Solicitor as follows:

McQuarrie Hunter LLP

Attn: Eric Vandergriendt
Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

of such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

CITY OF SURREY
Engineering Department
13450 – 104 Avenue
Surrey, BC V3T 1V8

Attention: General Manager, Engineering
c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

- .2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
 - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

8 ASSIGNMENT

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

9 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations, or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

10 LAWS OF BRITISH COLUMBIA

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

11 SCHEDULES

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" - Owners and Benefiting Area
- (b) Schedule "B" - Description of Works
- (c) Schedule "C" - Benefiting Area Map
- (d) Schedule "D" - DWA Levy Credits
- (e) Schedule "E" - Developer Lands

12 **CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY

by its authorized signatory

Original signed by S. Lau

General Manager, Engineering
by his Authorized Designate, Sam Lau, P.Eng.
Manager, Land Development

CH LATIMER COMMUNITY POND JV INC.

by its authorized signatory(ies):

Original signed by M. Weber

Signature

Matthew K. Weber
604-336-8566
matt@grd.ca

**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7819-0219-00
DWA File: 8619-0219-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 1 NW SEC 22 T7 PL 1467	1074132 Bc Ltd	19370 32 Ave	1.9131	7223000028
LT 2 NW SEC 22 T7 PL 1467 4.84AC	S. 22(1) [REDACTED]	19282 32 Ave	1.9584	7223010022 7223010022
LT 3 NW SEC 22 T7 PL 1467 4.84AC	S. 22(1) [REDACTED]	19218 32 Ave	1.9583	7223020027 7223020027 7223020027 7223020027
LT 3 NW SC 22 T7 PL80921 PART: NW1/4 PID	Milan Holdings Inc	2825 194 St	1.0118	7223020039
LT 4 NW SEC 22 T7 PL 1467 5AC	Campbell Heights Holdings Ltd	3072 192 St	1.989	7223030021
LT 5 NW SEC 22 T7 PL 1467	Advantex Industries Ltd	3048 192 St	2.0249	7223040026
LT 6 NW SEC 22 T7 PL 1467 5AC	1205789 BC Ltd	2974 192 St	2.0246	7223050020
S1/2 7 NW SEC 22 T7 PL 1467	1267882 Bc Ltd	2924 192 St	1.0115	7223060025
N1/2 BK 7 NW SEC 22 T7 PL 1467	1152856 Bc Ltd	2944 192 St	1.0118	7223060049
LT 8 NW SEC 22 T7 PL 1467	S. 22(1) [REDACTED]	2872 192 St	2.0225	722307002X

**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7819-0219-00
DWA File: 8619-0219-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 11 NW SEC 22 T7 PL 1467 5AC	S. 22(1) [REDACTED]	2895 194 St	2.021	7223100023 7223100023
S1/2 12 NW SEC 22 T7 PL 1467	1168236 B C Ltd	2921 194 St	1.0106	7223110028
002-298-945 LOT 12 SECTION 22 TOWNSHIP	S. 22(1) [REDACTED]	2957 194 St	1.011	7223110041
LT 13 NW SEC 22 T7 PL 1467 5AC	Prime Building Maintenance Ltd	2999 194 St	2.0226	7223120022
LT 14 NW SEC 22 T7 PL 1467 5AC	S. 22(1) [REDACTED]	3037 194 St	2.0234	7223130027 7223130027
LT 15 NW SEC 22 T7 PL 1467	1205604 Bc Ltd	3093 194 St	2.0245	7223140021
BK 20 NW SEC 22 T7 PL 1467 5 AC	Farrell Estates Ltd	2874 194 St	2.0218	7223190024
LT 21 NW SEC 22 T7 PL 1467	Timberland Tourist Facilities Inc	2844 194 St	1.9017	7223200029
LT 28 NW SEC 22 T7 PL 1467 4.84AC	1189175 B C Ltd	19590 32 Ave	1.958	7223270020
LT 29 NW SEC 22 T7 PL 1467 4.84AC	S. 22(1) [REDACTED]	19518 32 Ave	1.9576	7223280025 7223280025


**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7819-0219-00
DWA File: 8619-0219-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 30 NW SEC 22 T7 PL 1467 (EX E 3.78	32 Ave Gp Ltd	19426 32 Ave	.7875	722329002X
E3.785CHNS BK 30 NW SEC 22 T7 PL 1467	32 Ave Gp Ltd	19468 32 Ave	1.1698	7223290043
LT A NW SC 22 T7 PL1467 LOT A(BE64643) .	City of Surrey	2990 194 St	4.6861	7223900015
N 1/2 BK 1 SW SEC 27 T7 PL 10729	1043845 B c Ltd	3387 196 St	2.8324	7272000041
LT 1 S 1/2 1 SW SEC 27 T7 PL 12715	S. 22(1)	19547 32 Ave	1.2062	7272000065
LT 2 SW SEC 27 T7 PL 10729	S. 22(1)	19521 32 Ave	4.045	7272010022 7272010022 7272010022 7272010022
LT 2 S 1/2 1 SW SEC 27 T7 PL 12715	S. 22(1)	19585 32 Ave	.4045	7272010046
LT 3 S 1/2 1 SW SEC 27 T7 PL 12715	S. 22(1)	3271 196 St	.4046	7272020040
LT 4 S 1/2 1 SW SEC 27 T7 PL 12715	S. 22(1)	3283 196 St	.4048	7272030045 7272030045 7272030045
LT 5 S 1/2 BK 1 SW SEC 27 T7 PL 12715 1	S. 22(1)	3295 196 St	.4047	7272040063

**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7819-0219-00
DWA File: 8619-0219-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
	S. 22(1) 			7272040063 7272040063 7272040063
LT 14 SC SW27 T7 PL60595	Tag Properties (2018) Ltd	3353 194 St	1.9791	7272130027
LT 15 SC SW27 T7 PL60595	Sherwood Investments Ltd	19363 32 Ave	1.4861	7272140021
LT 16 SC SW27 T7 PL63317	Qrd (Ch194) Holdings Inc	19437 32 Ave	2.0057	7272150026
LT 17 SC SW27 T7 PL63317	Qrd (Ch194) Holdings Inc	3338 194 St	1.9834	7272160020
E1/2 PCL D SW SEC 27 T7 REF 3278 4	Beedie (Ch 32nd Ave) Holdings Ltd	19329 32 Ave	1.9656	7272930020

SCHEDULE "B"


DESCRIPTION OF WORKS

Design, engineer, construct and inspect the Trunk Mains on 28 Avenue and 194 Street complete with all required appurtenances.

SCHEDULE "D"

DWA LEVY CREDITS

				Levy Rate Credit (per ha) [Year 1]	
				\$25,797.03	
Property Owner(s)	Trunk Parcel ID	Property Address	Max DWA Levy Credit	DWA Levy Credit	Total Gross Developable Area In Trunk Catchment (ha)
QRD (CH194) Holdings Inc., Inc. No. BC1162810	27	3338 194 STREET	\$ 106,363.80	\$ 53,720.94	1.9834
QRD (CH194) Holdings Inc., Inc. No. BC1162810	28	19437 32 AVENUE	\$ 107,559.68	\$ 54,324.95	2.0057
Campbell Crossing Ltd. Inc. No. BC1043395 Campbell Crossing 2 Ltd. Inc. No. BC1156130	-	2820 192 STREET	\$ -	\$ -	0
32 Ave GP Ltd., Inc. No. BC 1214218	17	19426 32 AVENUE	\$ 42,231.26	\$ 21,329.66	0.7875
32 Ave GP Ltd., Inc. No. BC 1214218	18	19468 32 AVENUE	\$ 62,732.87	\$ 31,684.36	1.1698
Sherwood Investments Ltd., Inc. No. BC1188729	25	19363 32 AVENUE	\$ 79,695.09	\$ 40,251.43	1.4861
S. 22(1)	13	3037 194 STREET	\$ 108,508.88	\$ 54,804.36	2.0234
1205789 BC Ltd., Inc. No. BC1205789	4	2974 192 STREET	\$ 108,573.23	\$ 54,836.86	2.0246
1189175 BC Ltd., Inc. No. BC1189175	20	19590 32 AVENUE	\$ 105,001.67	\$ 53,032.98	1.958
S. 22(1)	7	2872 192 STREET	\$ 108,460.61	\$ 54,779.98	2.0225
Farrell Estates Ltd., Inc. No. BC1162210	22	2874 194 STREET	\$ 108,423.07	\$ 54,761.02	2.0218
Advantex Industries Ltd. Inc. No. BC663897	3	3048 192 STREET	\$ 108,589.32	\$ 54,844.98	2.0249
Green Acres Holdings Inc.	-	2981 192 STREET	\$ -	\$ -	0
1167854 B.C. Ltd., Inc. No. BC1167854	-	2898 190 STREET	\$ -	\$ -	0
Lyneken Farms Ltd., Inc. No. BC0773172	-	2825 192 STREET	\$ -	\$ -	0
S. 22(1)	30	19547 32 AVENUE, 19561 32 AVENUE	\$ 64,684.89	\$ 32,670.26	1.2062
Prime Building Maintenance Ltd., Inc. No. 426236	12	2999 194 STREET	\$ 108,465.97	\$ 54,782.69	2.0226
1168236 B.C. Ltd., Inc. No. BC1168236	10	2921 194 STREET	\$ 54,195.45	\$ 27,372.38	1.0106

				Levy Rate Credit (per ha) [Year 1]	
				\$25,797.03	
Property Owner(s)	Trunk Parcel ID	Property Address	Max DWA Levy Credit	DWA Levy Credit	Total Gross Developable Area In Trunk Catchment (ha)
S. 22(1) 	29	19495 32 AVENUE, 19521 32 AVENUE	\$ 103,713.60	\$ 103,713.60	4.045
			\$ 1,377,199	\$ 746,910.64	27.7921

Note: Lands identified in Schedule “D” shall be eligible to receive all approvals necessary for the development of real property, including the approval of subdivision plan and building permits, prior to the Completion Date, with the sole exception of granting of occupancy. All lands identified in Schedule “A” shall only be eligible for occupancy approvals as of the Completion Date.

SCHEDULE "E"
DEVELOPER LANDS

