

CITY OF SURREY

BY-LAW NO. 14104

A by-law to enter into a development works agreement to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct a storm sewer and related appurtenances as identified in the development works agreement to service properties within a portion of the drainage catchment area of the West Cloverdale North Neighborhood Concept Plan; to define the benefiting real property and to establish that the cost of the storm sewer and related appurtenances shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand drainage facilities by the City or by the developer and the cost of constructing the drainage facilities 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 a storm sewer and related appurtenances to serve a portion of the drainage catchment area of the West Cloverdale North Neighborhood Concept Plan pursuant to Section 937.1(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 prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the storm sewer and related appurtenances.

NOW THEREFORE, the City Council of the City of Surrey ("the City"), in open meeting assembled, ENACTS AS FOLLOWS:

1. This By-law shall be cited for all purposes as "Development Works Agreement - West Cloverdale North Storm Sewer By-law, 2000, No. 14104".
2. The City Council is hereby authorized to enter into that certain development works agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").
3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The appliances, equipment, materials, real property, easements and right-of-way required to construct a storm sewer, together with the necessary related appurtenances (the "Works") shall be acquired by No. 346 Sail View Ventures Ltd., as developer, as directed by the General Manager, Engineering.
6. The Works shall be constructed to serve the real property within the drainage catchment area of the West Cloverdale North Neighborhood Concept Plan as identified in column five entitled "Legal Description" in Schedule "A" of the Development Works Agreement (the "Benefiting Area").
7. The General Manager, Engineering has provided a formula for imposing all or part of the cost of the Works on the registered owners in fee simple of the real property within the Benefiting Area as identified in column one entitled "Registered Owners and Address" in Schedule "A" of the Development Works Agreement (the "Owners").
8. The General Manager, Engineering has specified in the Development Works Agreement when the costs imposed under the formula become a debt payable by the Owners to the City.

9. The General Manager, Engineering has in the Development Works Agreement provided that until the debt is paid, the Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:
- (a) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning by-law necessary for the development of real property of a debtor in the area subject to the Development Works Agreement; or
 - (b) do any other thing necessary for the development of real property of a debtor in the area subject to the Development Works Agreement.
10. Without limiting the matters dealt with in the Development Works Agreement, the Development Works Agreement specifies the following:
- (a) the Benefiting Area;
 - (b) the Works;
 - (c) that No. 346 Sail View Ventures Ltd. as developer is responsible for completing the Works before September 30, 2000.
 - (d) provisions for the payment to No. 346 Sail View Ventures Ltd., as developer, of charges collected under s. 937.1 of the *Local Government Act* by the City from the Owners within the Benefiting Area.
11. The Works shall be carried out under the supervision and according to the direction of the General Manager, Engineering.

PASSED THREE READINGS on the 5th day of September, 2000.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 18th day of September, 2000.

_____ MAYOR

_____ CLERK

DEVELOPMENT WORKS AGREEMENT

West Cloverdale North NCP - Storm Sewer

Project #7898-0162-00

THIS AGREEMENT dated for reference the _____ day of _____, 2000.

BETWEEN:

CITY OF SURREY, a municipal corporation under the *Municipal Act* of the Province of British Columbia and having its offices at 14245 - 56th Avenue, Surrey, British Columbia (V3X 3A2)

(the "**City**")

OF THE FIRST PART

A N D :

NO. 346 SAIL VIEW VENTURES LTD., a body corporate, duly incorporated under the laws of the Province of British Columbia, having its place of business at #200 - 1122 Mainland Street, Vancouver, British Columbia (V6B 5L1) and **168 STREET HOLDINGS LTD.**, a body corporate, duly incorporated under the laws of the Province of British Columbia, having its place of business at #203 - 11180 Coppersmith Place, Richmond, British Columbia (V7A 5G8), together known as **FIVE CORNERS JOINT VENTURE**

(the "**Developer**")

OF THE SECOND PART

A N D :

601826 B.C. LTD., a body corporate, duly incorporated under the laws of the Province of British Columbia, having its registered office at 10430 - 144th Street, Surrey, British Columbia (V3T 4V5) [Incorporation #601826]

(the "**Trustee**")

OF THE THIRD PART

AND :

437236 B.C. LTD., 430328 B.C. LTD. and 430329 B.C. LTD., all of #202 – 7743 – 128th Street, Surrey, B.C. (V3W 4E6)

456693 B.C. LTD. of #230 – 4977 Trennant Street, Delta, B.C. (V4K 2K5)

Hometide Holdings Ltd. of 852 Seymour Street, Vancouver, B.C. (V6B 3L6)

443090 B.C. LTD., 12872 – 60th Avenue, Surrey, B.C. (V3X 2L5) and **K.I.R. Enterprises Ltd.**, 638 Nicola Avenue, Coquitlam, B.C. (V3J 7T7)

168 Street Holdings Ltd., #203 – 11180 Coppersmith Place, Richmond, B.C. (V7A 5G8) and **No. 346 Sail View Ventures Ltd.**, #200–1122 Mainland Street, Vancouver, B.C. (V6B 5L1)

(the "Contributing Owners")

OF THE FOURTH PART

- A. **WHEREAS** real property within the drainage catchment area of the West Cloverdale North Neighbourhood Concept Plan is identified in column five entitled "Legal Description" in Schedule "A", attached hereto (the "**Benefiting Area**").
- B. **AND WHEREAS** the registered owners within the Benefiting Area are identified in column one entitled "Registered Owners and Addresses" in Schedule "A", attached hereto.
- C. **AND WHEREAS** a storm sewer and related appurtenances as described in Schedule "B", attached hereto (the "**Storm Sewer**") is required to be constructed for the development of the lands within the Benefiting Area as defined herein.
- D. **AND WHEREAS** the Storm Sewer is not currently scheduled for construction by the City, but is contained within the City's 10 year Engineering Servicing Plan.
- E. **AND WHEREAS** the Developer has requested that the City advance the construction of the Storm Sewer and has agreed to facilitate such construction for the development of the lands within the Benefiting Area providing they can recover all or part of their financing costs.
- F. **AND WHEREAS** Section 937.1 of the *Act* authorizes Council to enter into an agreement with the Developer for the provision of drainage facilities by the Developer.
- G. **AND WHEREAS** Council adopted Development Works Agreement - West Cloverdale North NCP - Storm Sewer By-law, _____ No. _____ on _____, authorizing the parties to enter into this Agreement pursuant to Sections 937(1) of the *Act*, for the recovery of interest charges for the financing of the Storm Sewer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of **ONE (\$1.00) DOLLAR** of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. **DEFINITIONS**

In this Agreement and in the recital above:

"Act" means the *Municipal Act*, R.S.B.C. 1996, Chapter 323, as revised, re-enacted or consolidated from time to time and any successor statute.

"Agreement" means this agreement and all Schedules attached hereto which form part of the agreement.

"Benefiting Area" means all the real property described in column five entitled "Legal Description" in Schedule "A" attached hereto.

"Capital Cost" means the cost to design, engineer and construct the Storm Sewer as it is defined in Section 935 of the *Act*.

"City" means City of Surrey.

"Contributing Owner" means each of the registered individuals or companies of real property described in column one entitled "Registered Owners and Addresses" in Schedule "C", attached hereto.

"Council" means the elected council of the City.

"Developer" means No. 346 Sail View Ventures Ltd. and 168 Street Holdings Ltd., together known as Five Corners Joint Venture.

"Development Cost Charge" means a charge imposed pursuant to the Development Cost Charge By-law.

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 1993, No. 11951, enacted by the City under the *Act* as revised, re-enacted or consolidated from time to time and any successor by-laws.

"General Manager" means the General Manager of Engineering for the City or his designate.

"Owner" and "Owners" means each of the registered individuals or companies of real property described in column one entitled "Registered Owners and

Addresses" in Schedule "A" attached hereto, and includes the Contributing Owners.

"Storm Sewer" means the design, engineering and construction of a Storm Sewer and related appurtenances by the Developer as more particularly described in Schedule "B".

"Specified Charge" means a debt payable to the City for the financing of the Storm Sewer in the amount of \$509.00 for each new lot or dwelling unit to be created in the Benefiting Area by subdivision or by building permit as approved by the City, in accordance with the by-laws of the City, including, but not limited to, the Development Cost Charge By-law and Subdivision and Development By-law.

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law as revised, re-enacted or consolidated from time to time.

"Term" means the period of time that this agreement is in effect as specified in Section 4.

"Trustee" means the trustee appointed by the Contributing Owners, and named in this Agreement as a party.

2. **STORM SEWER**

- [a] The Developer shall be solely responsible for the design, engineering and construction of the Storm Sewer and for retaining consultants and entering into any contracts required to construct the Storm Sewer, subject to the direction of the City. Following execution of this Agreement by the parties, the Developer agrees to take all necessary steps to proceed with the design, engineering and construction of the Storm Sewer.
- [b] The Developer, the Contributing Owners and the Trustee agree to facilitate the design, engineering and construction the Storm Sewer through the provision of funds.
- [c] The Developer agrees to complete the construction of the Storm Sewer before September 30, 2000.

3. PAYMENT FOR STORM SEWER FINANCING COSTS

- [a] All owners within the Benefiting Area shall pay the Specified Charge to the City, for the financing of the Storm Sewer, in the amount of \$509.00 for each new lot or dwelling unit to be created by subdivision or by building permit as approved by the City, in accordance with the by-laws of the City, including, but not limited to, the Development Cost Charge By-law and Subdivision and Development By-law.
- [b] For greater certainty, a deduction will not be made for the number of parent lots out of which the new lots have been approved for subdivision.
- [c] The Specified Charge shall be payable to the City on or before the date when the Development Cost Charge pursuant to the Development Cost Charge By-law and the Subdivision and Development By-law are payable to the City.
- [d] Until the Specified Charge is paid, Council, an Approving Officer, a building inspector or other municipal authority is not obligated to approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning by-law necessary for the development of real property of the Owners within the Benefiting Area; or do any other thing necessary for the development of real property of the Owners in the Benefit Area.
- [e] After completion of the construction of the Storm sewer, the Developer's engineer shall determine and certify the actual Capital Cost. It is anticipated that the actual Capital Cost will vary from the estimated capital cost. In the event that the Capital Cost is reduced, then the Specified Charge will be reduced accordingly, with the consent of the parties. The parties agree that an amendment to the by-law adopting this Agreement is not required to reduce the Capital Cost and the Specified Charge.
- [f] The City is not responsible for financing any of the costs of the Storm Sewer.
- [g] In consideration of the satisfactory completion of the Storm Sewer by the Developer, to the satisfaction of the General Manager, without incurring any

cost to the City, the City agrees to collect from all the Owners within the Benefiting Area the Specified Charge.

- [h] The City shall pay to the Trustee, once in each calendar year, the sums collected from the Owners within the Benefiting Area. The Trustee shall distribute the sums pro-rata to the Contributing Owners. The City shall have no further obligation to any Contributing Owner to make any payment pursuant to this Agreement. If the said payments are returned to the City unclaimed by the Trustee and if the City is unable to locate the Trustee after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.

- [i] The Trustee shall submit to the City once in each calendar year, within 30 days of receiving the Specified Charge contributions collected from the Owners, a statement setting out the revised estimate of the remaining interest costs. The City shall then revise the sum listed in Section 4[d]. All parties agree that a revision in the total interest costs shall not require a revision to the Specified Charge or to the by-law adopting this Agreement. It is acknowledged that the estimated interest costs in 4[d] hereof are based on an interest rate of 7% of the estimated Capital Cost as though the Capital Cost was recovered evenly over a ten (10) year period. The revised estimate of remaining interest costs submitted each year by the Trustee shall be based on the same interest rate but shall reflect the actual amount of the Capital Cost recovered in that year and the amount of Specified Charges received by the City and paid to the Trustee in that year.

- [j] In the event of the assignment or transfer of the rights of the Trustee voluntarily, or by operation of law, the City Treasurer shall pay any benefits accruing hereunder, after notice, to such successor of the Trustee as the City Treasurer, in his 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**

- [a] The term of this Agreement shall commence upon the adoption of this by-law and shall expire on September 30, 2010 (the "**Term**").
- [b] If the Developer fails to complete the Storm Sewer before September 30, 2000, this Agreement shall lapse.
- [c] The Contributing Owners and the Trustee agree that if insufficient funds are paid by the Owners within the Benefiting Area within the Term of this Agreement, that they are at its risk and, at the expiry of the Term, no further monies are payable to the Trustee on behalf of the Contributing Owners pursuant to this Agreement.
- [d] This Agreement shall terminate prior to the expiry of the Term in the event the Trustee has been paid the sum of \$673,921.00, or as revised from time to time, being the estimated total interest costs for the financing of the Storm Sewer.

5. **INDEMNITY**

The Developer agrees to indemnify 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 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 of \$3,500.00 for the preparation, registration and administration of this Agreement.

7. **NOTICES**

- [a] 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, the Trustee and the Contributing Owners at the addresses hereinbefore set out or such change of address as the parties have, by written notification, forwarded to the City, and to the City as follows:

City of Surrey
Engineering Department
14245 - 56th Avenue
Surrey, B. C.
V3X 3A2

Attention: General Manager, Engineering

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

- [b] 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. **BINDING ON SUCCESSORS**

- [a] It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against parties, their successors and assigns.
- [b] The Developer, Trustee or Contributing Owners shall not assign or transfer their 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.

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" - Benefiting Area
- [b] Schedule "B" - Description of Storm Sewer;
- [c] Schedule "C" - DCC Credits and Proportionate Shares;
- [d] Schedule "D" - Benefiting Area Map

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

City of Surrey by its
authorized signatories

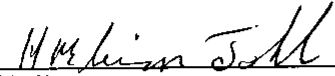
Mayor

Clerk

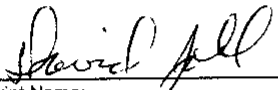
601826 B.C. Ltd.
by its authorized signatory



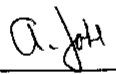
437236 B.C. Ltd.
by its authorized signatory


Print Name: HARBAN JUHL

430328 B.C. Ltd.
by its authorized signatory


Print Name: DAVID JUHL

430329 B.C. Ltd.
by its authorized signatory


Print Name: AVTAR JUHL

456693 B.C. Ltd.
by its authorized signatory



Print Name: Parmjit Singh Boparai
President

Hometide Holdings Ltd.
by its authorized signatory

M Stewart

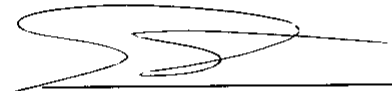
Print Name: _____

D McLeod

443090 B.C. Ltd.
by its authorized signatory


Print Name: _____


K.I.R. Enterprises Ltd.
by its authorized signatory


Print Name: _____

168 Street Holdings Ltd.
by its authorized signatory


Print Name: MORRIS HAROWITZ

No. 346 Sail View Ventures Ltd.
by its authorized signatory


Print Name: RICCARDO NARDELLI

SCHEDULE A - BENEFITING AREA

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
1	Sunder Holdings Ltd. (Mohinder S. Sundher) 16057 80A Avenue SURREY, B.C. V3S 8H8	017-596-963	6124900075	16769 - 60 Avenue	Lot A Plan 6427
2	John & Alice Glover 16749 - 60 th Avenue SURREY, B.C. V3S 1S8	011-200-171	6124070029	16749 - 60 Avenue	Lot 8 Plan 6427
3	James & Nancy Douglas 16737 - 60 th Avenue SURREY, B.C. V3S 1S8	011-200-162	6124060048	16737 - 60 Avenue	E1/2 Lot 7 Plan 6427
4	Gurvinder Singh 16717 - 60 th Avenue SURREY, B.C. V3S 1S8	011-200-146	6124060061	16717 - 60 Avenue	W1/2 Lot 7 Plan 6427
5	437236 B.C. Ltd. (Johl) 430328 B.C. Ltd. 430329 B.C. Ltd. #202-7743 - 128 th Street SURREY, B.C. V3W 4E6	006-060-251	6124050043	16709 - 60 Avenue	Lot 6 Plan 6427
6	No. 346 Sail View Ventures Ltd. 200-1122 Mainland Street VANCOUVER, B.C. V6B 5L1 (dba Five Corners Joint Venture)	011-268-883	6124040074	16653 - 60 Avenue	Rem Lot 5 except Plan EXP 51675 Plan 6427 (Legal Description changed. See Schedule "C")
7	Eugene & Theresa Pereira 11041 Bond Blvd. DELTA, B.C. V4E 1M8	011-268-930	6124900063	16615 - 60 Avenue	Parcel A of Lot 5 Plan 6427
8	No. 346 Sail View Ventures Ltd. 200-1122 Mainland Street VANCOUVER, B.C. V6B 5L1 (dba Five Corners Joint Venture)	011-268-859	6124030044	16597 - 60 Avenue	E1/2 Lot 4 Plan 6427 (Legal Description changed. See Schedule "C")

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
9	Nirmal Bains, Gurmej Bains, Sajjan Bains, Rajinder Bains, Parmjit Bains, Sital Bains 16573 - 60 Avenue SURREY, B.C. V3S 1S6	000-758-680	6124360020	16573 - 60 Avenue	Lot 37 Plan 59594
10	Carol-Lynn Kozevnikov 16539 - 60 th Avenue SURREY, B.C. V3S 1S7	005-335-426	6124320022	16539 - 60 Avenue	Lot 33 Plan 54939
11	Ron-Da Holdings Inc. 6345 - 197 Street LANGLEY, B.C. V2Y 1K8	008-351-872	6124020087	16513 - 60 Avenue	Rem Lot 3 except Plan E166.68' Plan 6427
12	William & Doreen Abrams 16483 - 60 Avenue SURREY, B.C. V3S 1S7	011-268-816	6124010082	16483 - 60 Avenue	E1/2 Lot 2 Plan 6427
13	Mundi Holdings Ltd. 15636 - 83 rd Avenue SURREY, B.C. V3S 8H2 Sindee's Investment Ltd. 12365 73 rd Avenue SURREY, B.C. V3W 0J9 KGN Holdings Ltd. 3414 248 th Street ALDERGROVE, B.C. V4W 1Y7 Harchand S. & Parminder Bagri 3315 Lancaster Court COQUITLAM, B.C. V3P 1C1	005-572-169	6124010100	16469 - 60 Avenue	Portion W1/2 Lot 2 Plan 6427

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
14	Harvinder Kaur Aujla 3414 - 248 th Street ALDERGROVE, B.C. V4W 1Y7	004-897-374	6124210022	16433 - 60 Avenue	Lot 22 Plan 40083
15	Daphne Fletcher 16387 - 60 th Avenue SURREY, B.C. V3S 1S5	014-268-914	6123140024	16387 - 60 Avenue	E 110' of S 235' of Lot 15 Plan 1435
16	William J. & Lori J. Thornycroft 16480 - 40 Avenue SURREY, B.C. V3S 4N7	011-874-368	612313002X	16321 - 60 Avenue	Lot 14 Plan 1435
16	Lori J. Thornycroft 16480 - 40 Avenue SURREY, B.C. V3S 4N7	011-874-376	6123140048	6095 - 164 Street	Lot 15 Except Plan E 110' Plan 1435
17	Clifford T. & Margaret E. Hull 16277 - 60 Avenue SURREY, B.C. V3S 1S5	011-874-341	6123120025	16277 - 60 Avenue	Lot 13 Plan 1435
18	George J. Stewart 6095 - 164 th Street SURREY, B.C. V3S 3V9	011-874-333	6123110020	16227 - 60 Avenue	Lot 12 Plan 1435
19	Narotam Dhanoa 16715 - 61 st Avenue SURREY, B.C. V3S 1WS	002-340-160	612438002X	16715 - 61 Avenue	Lot 39 Plan 60048
20	No. 346 Sail View Ventures Ltd. 200-1122 Mainland Street VANCOUVER, B.C. V6B 5L1 (dba Five Corners Joint Venture)	002-340-151	6124370025	16661 - 61 Avenue 16689 - 61 Avenue 16693 - 61 Avenue	Lot 38 Plan 60048 (Legal Description changed. See Schedule "C")
21	Gilbert & Barbara Fortier 16576 - 61 st Avenue SURREY, B.C. V3S 5V4	005-748-216	6124350026	16576 - 61 Avenue	Lot 36 Plan 59594

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
22	Manmander & Sarabjeet Kandhola 16548 - 61 st Avenue SURREY, B.C. V3S 5V4	005-335-418	6124310028	16548 - 61 Avenue	Lot 32 Plan 54939
24	George J. Stewart 6095 - 164 th Street SURREY, B.C. V3S 3V9	012-198-480	6123030024	16232 - 62 Avenue	Lot 4 Plan 1435
25	Clifford T. & Margaret E. Hull 16277 - 60 Avenue SURREY, B.C. V3S 1S5	012-198-471	612302002X	16270 - 62 Avenue	Lot 3 Plan 1435
26	James Stewart 6095 - 164 Street SURREY, B.C.	012-198-455	6123010025	16328 - 62 Avenue	Lot 2 Plan 1435
27	Fredrich & Erika Gunther 16745 - 63 Avenue SURREY, B.C.	012-419-729	6124010021	16745 - 63 Avenue	Parcel A Part NE 1/4 Lot 2 Plan 1921
28	Yeuh-Chu Huang 2130 - 131A Street SURREY, B.C. V4A 8Y8	012-419-745	6124020026	16685 - 63 Avenue	Portion of S 1/2 Lot 3 Plan 1921
29	Morris Liao 16281 Morgan Creek Cresc. SURREY, B.C. V4P 2N7	005-327-679	6124290029	16620 - 63 Avenue	Lot 30 Plan 55087 (Legal Description changed. See Schedule "C")
30	168 Street Holdings Ltd. #203-11180 Coppersmith Place RICHMOND, B.C. V7A 5G8 (dba Five Corners Joint Venture) Kerry & Avril Ballantine 4855 Venables Street BURNABY, B.C. V5C 3A9	000-518-794	612403010X	16524 - 63 Avenue	W1/2 Lot 4 Plan 9283

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
31	Nirmal & Kamal Kooner 12414 - 80 Avenue SURREY, B.C. V3W 3A5 Kulwant Johal 12414 - 80 Avenue SURREY, B.C. V3W 3A5	011-420-928	6124030081	16562 - 63 Avenue	E1/2 Lot 4 Plan 9283
32	Thomas M. Katronis 14023 Trites Road SURREY, B.C. V3W 4P2 Calvin H. Bergen 5816 Sherban Court BURNABY, B.C. V5B 1A8	012-419-737	6124010045	16728 - 64 Avenue	Parcel B Lot 2 Plan 1921
33	Narinder Mann 13141 - 65B Avenue SURREY, B.C. V3T 1Z7 Ajajib & Sarjit Ghuman 7559 128 Street SURREY, B.C. V3W 4E4	012-419-770	612402004X	16690 - 64 Avenue	N½ Lot 3 Plan 1921
34	Mandarin Pacific Properties Inc. 5937 Wiltshire St. VANCOUVER, B.C. V6M 3L8	011-113-618	6130010023	16667 - 64 Avenue	Lot 2 Plan 4483
35	443090 B.C. Ltd. 12872 - 60 th Avenue SURREY, B.C. V3X 2L5 K.I.R. Enterprises Ltd. 638 Nicola Avenue Coquitlam, B.C. V3J 7T7	012-419-788	612403002	16636 - 64 Avenue	Lot 4 Plan 1921

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
36	Prime Building Maintenance (1981) Ltd. #13-12800 Bathgate Way RICHMOND, B.C. V6V 1Z4	000-865-966	6124040025	16614 - 64 Avenue	E1/2 Lot 5 Plan 1921
37	456693 B.C. Ltd. 230, 4977 Trennant Street DELTA, B.C. V4K 2K5	011-113-642	6130020028	16605 - 64 Avenue	E 255' Lot 3 Plan 4483
38	Bhupinder & Harpreet Khera Harjinder & Baljinder Khera c/o 938 Westwood Street PORT COQUITLAM, B.C. V3C 3L3	003-985-687	6124040049	16600 - 64 Avenue	W1/2 Lot 5 Plan 1921
39	456693 B.C. Ltd. 230, 4977 Trennant Street DELTA, B.C. V4K 2K5	011-113-669	6130020041	16585 - 64 Avenue	Lot 3 except E 255' Plan 4483
40	480579 B.C. Ltd. 5090 - 48 Avenue DELTA, B.C. V4K 1V8	012-419-796	612405002X	16578 - 64 Avenue	Lot 6 Plan 1921
41	Concorde Creation Inc. 200, 133 East 8th Avenue Vancouver, B.C. V5G 1R8	008-528-357	6124060024	16520 - 64 Avenue	Lot 7 Plan 1921
42	Grace and Dennis Jeklin 16423 - 64 th Avenue SURREY, B.C. V3S 4N7	003-436-004	6130030046	16423 - 64 Avenue	Rem Lot 4 except Plan 56758 & W75' Plan 4483
43	Mildred D. Bose 16420 - 64 th Avenue SURREY, B.C. V3S 4N7	007-606-591	6124971021	16420 - 64 Avenue	Parcel K, Part NE1/4, except Plan B/L 50758 LMP32187 Plan 15195A

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
44	452323 B.C. Ltd. 102, 873 Beatty Street VANCOUVER, B.C. V6B 2M6	007-907-541	6123971025	16390 - 64 Avenue	NW1/4 Sec. 12, Twp 2 Except portions in Plans 1435 and LMP36235 and Parcel 2 (Bylaw Plan 68893)
46	James Stewart 6095 - 164 Street SURREY, B.C.	012-198-447	6123000020	6151 - 164 Street	Lot 1 Plan 1435
47	Clifford & Bernice Hull 762 South West Marine Drive Vancouver, B.C.	011-420-901	6124020105	6184 - 164 Street	Lot 3 Plan 9283
48	Arthur & Susan Willms 6152 - 164 th Street SURREY, B.C. V3S 3V8	011-420-898	612 4010124	6152 - 164 Street	Lot 2 Plan 9283
49	503597 B.C. Ltd. 11937 - 83A Avenue DELTA, B.C. V4C 2K2	011-420-863	612400012X	6108 - 164 Street	Lot 1 Plan 9283
49	The Board of School Trustees 14225 56 th Avenue SURREY, B.C. V3X 3A3	023-801-883	6124900087	16545 - 61 Avenue	Lot A Plan LMP33728
50	Mary Lindsay 6078 - 164 th Street SURREY, B.C. V3S 3V8	002-006-359	6124240026	6078 - 164 Street	Lot 25 Plan 46638
51	Carol Achterholt 6058 - 164 th Street SURREY, B.C. V3S 3V8	006-124-135	6124230021	6058 - 164 Street	Lot 24 Plan 46638
52	Andre & Colleen Lord 6038 - 164 th Street SURREY, B.C. V3S 3V8	004-897-391	6124220027	6038 - 164 Street	Lot 23 Plan 40083
53	Kathleen Wimmer 6410 - 164 th Street SURREY, B.C. V3S 8E7	011-113-731	6130030022	6410 - 164 Street	W 75' of Lot 4 except Plan B/L 56758 Plan 4483

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
54	412682 B.C. Ltd. #210-4603 Kingsway BURNABY, B.C. V5H 4M4	001-502-913	6124140020	6019 - 168 Street	Lot 15 Plan 6427
55	Klaus & Audrey Schmid 16541 Old McLellan Road SURREY, B.C. V3S 1K1	011-200-235	6124130026	6029 - 168 Street	Lot 14 Plan 6427
56	Kenneth & Susan Fryer 6035 - 168 th Street SURREY, B.C. V3S 3X7	001-557-921	6124080023	6035 - 168 Street	Lot 9 Plan 6427
57	Michael Warren 6043 - 168 Street SURREY, B.C. V3S 3X7	011-200-227	6124120021	6043 - 168 Street	Lot 13 Plan 6427
58	Gino Dolmen 6053 - 168 th Street SURREY, B.C. V3S 3X7	011-200-201	6124110040	6053 - 168 Street	Lot 12 Plan 6427
59	Mary Carleton Green 6063 - 168 th Street SURREY, B.C. V3S 3X7	008-309-493	6124090028	6063 - 168 Street	Lot 10 Plan 6427
60	Norman & Elizabeth Spivey 6071 - 168 th Street SURREY, B.C. V3S 3X7	013-222-759	6124900026	6071 - 168 Street	Parcel A except Plan 6787
61	Harpreet Chauhan Neelujeet Chauhan 6511 Crestview Drive DELTA, B.C. V4E 2Z6	006-673-708	6124190047	6163 - 168 Street	Lot 20 Plan 36688
62	Camy Enterprises Ltd. 202-2464 Clearbrook Road CLEARBROOK, B.C. V2T 2X8	007-343-841	6124180042	6189 - 168 Street	Lot 19 Plan 36688
63	478108 B.C. Ltd. (Kau Chan Yong) 6699 - 124 Street SURREY, B.C. V3W 3V6	005-327-644	6124280024	6219 - 168 Street	Lot 29 Plan 55087

	REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
64	478108 B.C. Ltd. (Kau Chan Yong) 6699 - 124 Street SURREY, B.C. V3W 3V6	004-276-604	612427002X	6199 - 168 Street	Lot 28 Plan 50999
65	Arthur Bartel Marlene Bonar Kenneth Bartel 6301 - 168 th Street SURREY, B.C. V3S 3Y2	003-158-390	6124340021	6301 - 168 Street	Lot 35 Plan 55506
66	Swaran & Kulvinder Hayer 12805 - 63B Avenue SURREY, B.C. V3X 3J5	007-683-910	6124330027	6341 - 168 Street	Lot 34 Plan 55506
67	Jamsher & Raminder Singh 6355 - 168 th Street SURREY, B.C. V3S 3Y2	009-997-105	6124040086	6355 - 168 Street	Lot 5 Plan 14713
68	Heather E. McLean 6365 - 168 th Street SURREY, B.C. V3S 3Y2	007-431-261	6124030123	6365 - 168 Street	Lot 4 Plan 14713
69	Woo-Il Kim Sung Ju Kim Dong Hee Paik 6373 - 168 th Street SURREY, B.C. V3S 3Y2	002-809-494	612490004X	6373 - 168 Street	Lot A except Plan B/L NWP87783 Plan 14713
70	Hometide Holdings Ltd. 852 Seymour Street VANCOUVER, B.C. V6B 3L6	011-113-600	6130000029	6435 - 168 Street	Lot 1 except Plan B/L 87783 Plan 4483
71	Gino Dolmen 6053 - 168 th Street SURREY, B.C. V3S 3X7	011-200-197	6124110040	6059 - 168 Street	Lot 11 Plan 6427
72	412682 B.C. Ltd. #210-4603 Kingsway BURNABY, B.C. V5H 4M4	001-502-930	6124150025	6009 - 168 Street	Lot 16 Plan 6427

SCHEDULE 'B'

DESCRIPTION OF STORM SEWER

- install approximately 20 metres of 750mm diameter "tight-pipe" storm sewer outfall on 168 Street at the Serpentine River, including outfall, check valve, rip rap and dyke restoration;
- install approximately 21 metres of 1500mm diameter storm sewer outfall to the dyked ditch on 168 Street at 68 Avenue including headwall structure, all grading, and restoration;
- install approximately 728 metres of 750mm diameter "tight-pipe" storm sewer diversion on 168 Street from the Serpentine River outfall approximately 728 metres south to the proposed splitter manhole, including tie-in to the "tight pipe" outfall, and all related surface and road restorations;
- install approximately 293 metres of 1200mm diameter, 522 metres of 1350mm diameter, and 23 metres of 1500mm diameter storm sewers on 168 Street from 68 Avenue outfall to 64 Avenue including all manholes, appurtenances, and related surface and road restoration;
- install approximately 273 metres of 1200mm diameter, and 290 metres of 900mm diameter storm sewer on 168 Street from 64 Avenue to 290 metres south of 63 Avenue including all manholes, appurtenances, and related surface and road restoration;
- install approximately 179 metres of 1200mm diameter storm sewer on 63 Avenue from 168 Street west to future 167 Street, and approximately 95 metres of 1050mm diameter storm sewer on 167 Street from 63 Avenue south to the approximate alignment of future 62A Avenue, both including all manholes, appurtenances and related surface and road reconstruction.

C1

SCHEDULE C - DCC Credits and Proportionate Shares
- STORM
- TOTAL COST ESTIMATE \$1,562,005.00

Registered Owners and Addresses	Civic Address	Legal Description	Capital Cost Contribution	Percent of Total Cost	DCC Credit
443090 B.C. Ltd. 12872 - 60 TH Avenue SURREY, B.C. V3X 2L5	16636 - 64 TH Avenue	Lot 4 Plan 1921	\$61,620	3.945%	\$61,620

C2

SCHEDULE C - DCC Credits and Proportionate Shares

**- STORM
- TOTAL COST ESTIMATE \$1,562,005.00**

Registered Owners and Addresses	Civic Address	Legal Description	Capital Cost Contribution	Percent of Total Cost	DCC Credit
456693 B.C. Ltd. 230, 4977 Trennant Street DELTA, B.C. V4K 2K5	16605 – 64 Avenue	E 255' Lot 3 Plan 4483	\$30,575	1.958%	\$30,575
456693 B.C. Ltd. 230, 4977 Trennant Street DELTA, B.C. V4K 2K5	16585 – 64 Avenue	Lot 3 except E 255' Plan 4483	\$30,575	1.958%	\$30,575

C3

SCHEDULE C - DCC Credits and Proportionate Shares
- STORM
- TOTAL COST ESTIMATE \$1,562,005.00

Registered Owners and Addresses	Civic Address	Legal Description	Capital Cost Contribution	Percent of Total Cost	DCC Credit
Hometide Holdings Ltd. 852 Seymour Street VANCOUVER, B.C. V6B 3L6	6435 – 168 Street	Lot 1 except Plan B/L 87783 Plan 4483	\$67,266	4.307%	\$67,266

C4

SCHEDULE C - DCC Credits and Proportionate Shares
- STORM
- TOTAL COST ESTIMATE \$1,562,005.00

Registered Owners and Addresses	Civic Address	Legal Description	Capital Cost Contribution	Percent of Total Cost	DCC Credit
437236 B.C. Ltd. (Johl) 430328 B.C. Lt.d 430329 B.C. Ltd. #202-7743 – 128 th Street SURREY, B.C. V3W 4E6	16709 – 60 Avenue	Lot 6 Plan 6427	\$61,500	3.938%	\$61,500

**- STORM
- TOTAL COST ESTIMATE \$1,562,005.00**

SCHEDULE C - DCC Credits and Proportionate Shares

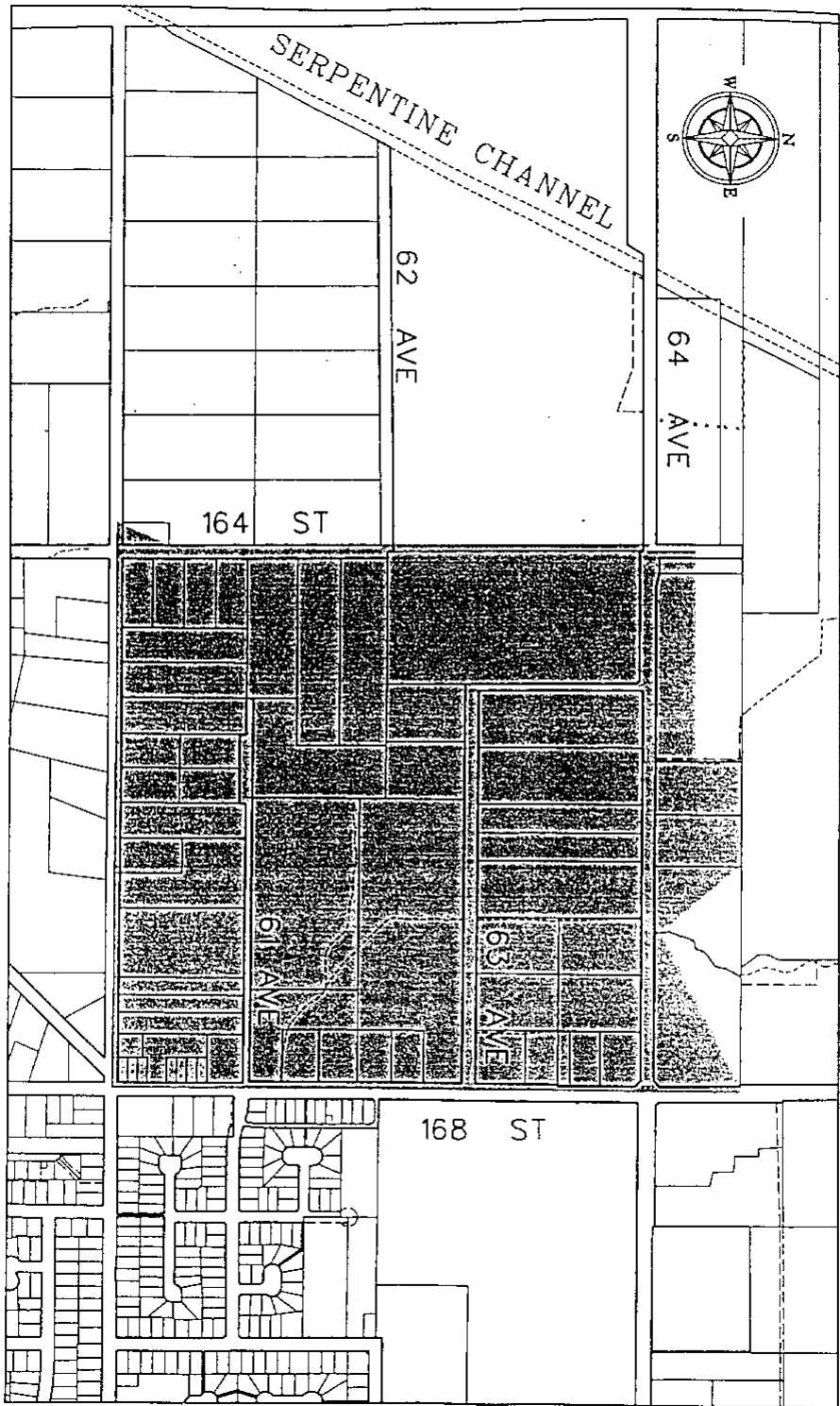
Registered Owners and Addresses	Civic Address	Legal Description	Capital Cost Contribution	Percent of Total Cost	DCC Credit
No. 346 Sail View Ventures Ltd. 200-1122 Mainland Street VANCOUVER, B.C. V6B 5L1 and 168 Street Holdings Ltd. #203-11180 Coppersmith Place RICHMOND, B.C. V7A 5G8 (together doing business as Five Corner Joint Venture)	16653 – 60 Avenue 16597 – 60 Avenue 16620 – 63 Avenue 16661 – 61 Avenue 16689 – 61 Avenue 16693 – 61 Avenue	Rem Lot 5 Except Plan EXP 51675 Plan 6427 E ½ Lot 4 Plan 6427 Lot 30 Plan 55087 Lot 38 Plan 60048 (As a result of consolidation and subdivision the new legal descriptions of these properties are Lots 1 – 31, 33 – 135 inclusive Plan LMP46878	\$1,310,469	83.897%	\$308,100



PRODUCED BY DORRIS ENGINEERING, 1971, 1978

WEST CLOVERDALE NORTH NCP
DCC FRONTENDERS AGREEMENT
STORM SEWER BENEFITTING AREA

BENEFITTING AREA



ENGINEERING DEPARTMENT

SCHEDULE D