

CITY OF SURREY

BYLAW NO. 18619

A bylaw 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 works as identified in the development works agreement to service properties within portions of the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and Highway 99 Corridor Local Area Plan; to define the benefiting real property and to establish that the cost of the works shall be borne by the owners of real property within such defined area.

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WHEREAS Council may by bylaw pursuant to Section 570 of the *Local Government Act*, R.S.B.C. 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 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;

AND WHEREAS Council has been petitioned to construct works to serve a portion of the Sunnyside Heights (Grandview Heights Area #2) and the Highway 99 Corridor Local Area Plan pursuant to Section 570(4)(c) of the *Local Government Act*;

AND WHEREAS the City Clerk has certified that the petition is sufficient;

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 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 – Sunnyside Heights (Grandview Heights Area #2) and the Highway 99 Corridor Local Area Plan Bylaw, 2018, No. 18619"
2. The City Council is hereby authorized to enter into that certain development works agreement attached as Schedule "1" to this Bylaw (the "Development Works Agreement").

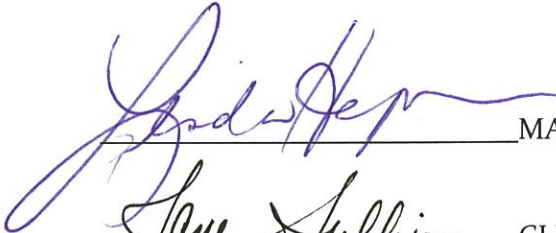
3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this Bylaw.
5. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners at a maximum amount owed as specified on Schedule "D" of the Development Works Agreement.

PASSED FIRST READING on the 9th day of July, 2018.


PASSED SECOND READING on the 9th day of July, 2018.

PASSED THIRD READING on the 9th day of July, 2018.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 23rd day of July, 2018.



MAYOR



CLERK

**CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT**

Project 8515-0293-00-1 (Sanitary Sewer)

THIS AGREEMENT dated for reference the 30th day of August, 2018.

BETWEEN:

CITY OF SURREY, a municipal corporation under the *Local Government Act* of the Province of British Columbia and having its offices at 13450 – 104th Avenue, City of Surrey, Province of British Columbia, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

CANADIAN HORIZONS (18TH AVENUE) DEVELOPMENT CORPORATION of #710, 1055 West Georgia Street, in the City of Vancouver, in the Province of British Columbia V6E 3R5

0779998 BC LTD. of #210, 8399 – 200 Street, in the City of Langley, in the Province of British Columbia V2Y 3C2

SOUTH SURREY BUSINESS CENTRE INC. of #407, 2626 Croydon Drive, in the City of Surrey, in the Province of British Columbia, V3Z 0S8

1005714 BC LTD. of 880 Lougheed Highway, in the City of Port Coquitlam, in the Province of British Columbia V3C 0B7

PCI DEVELOPMENTS CORPORATION of #1700, 1030 West Georgia Street, in the City of Vancouver, in the Province of British Columbia V6E 2Y3

(collectively the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and the Highway 99 Corridor Local Area Plan are identified in column one entitled "Legal Description" in Schedule "A" and are illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined as Owners);
- C. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- D. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to contribute towards the construction of the Works for the development of the Benefiting Area;
- E. **AND WHEREAS** Section 570 of the *Local Government Act*, R.S.B.C. 2015, c. 1 and amendments thereto (the "Act") authorized Council to enter into an agreement with a Developer for the provision of the Works by the City; and
- F. **AND WHEREAS** Council introduced the Development Works Agreement (Sanitary) for the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and Highway 99 Corridor Local Area Plan Bylaw, 2016, No.18619 ; authorizing the parties to enter into this agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Works by the City.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS 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 *Local Government Act*, R.S.B.C. 2015, c. 1, as revised, re-enacted or consolidated from time to time and any successor statute.

"Agreement" means this Agreement and all Schedules attached hereto.

"Benefiting Area" means the real property described in column two entitled "Legal Description" in Schedule "A."

"Capital Cost" means actual costs to construct the Works which are shown in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means the date the Works has been completed and commenced a one maintenance period;

"Council" means the elected Council of the City.

"Developer" means collectively 0779998 BC LTD., CANADIAN HORIZONS (18TH AVENUE) DEVELOPMENT CORPORATION, SOUTH SURREY BUSINESS CENTRE INC., 1005714 BC LTD. and PCI DEVELOPMENTS CORPORATION;

"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, 2015, No. 18397, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"Development Works By-Law" means the bylaw specified in Recital F;

"General Manager" means the General Manager, Engineering for the City;

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled "Registered Property Owner" in Schedule "A" attached hereto;

"Works" means Sanitary Sewer works and related appurtenances as described in Schedule "B."

"Specified Charge" means a debt payable to the City in the maximum amount of Fifteen Thousand, Nine Hundred Fifty-Four, decimal Seventy-Five (\$15,954.75) Canadian Dollars for each hectare of land or portion thereof to be developed as approved by the City, including, but not limited to the Development Works Bylaw.

"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 is amended or replaced from time to time.

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

2. **WORKS**

- .1 The City shall be 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.
- .2 The parties acknowledge that, as of the date of this Agreement, the Capital Cost is estimated at Eleven Million, One Hundred Thousand (\$11,100,000.00) in Canadian Dollars, including applicable taxes.
- .3 The City agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.
- .4 The City is responsible for financing of a portion of the Works and construction of the Works as identified in Corporate Report No.R018, 2015.

3. PAYMENT FOR WORKS

- .1 Each of the Owners shall pay the Specified Charge to the City on or before the date when the Development Cost Charges pursuant to the Development Cost Charge By-law are payable.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager, Engineering agrees in writing that a portion the land is not able to be developed due to agricultural land designation, topographic reasons or environmental sensitivity.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 All parties agree that the City shall distribute the Specified Charge collected within the Benefiting Area pay to the Developer as per Schedule D and 3.7 of this of this Agreement.
- .5 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 by-law 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.
- .6 In consideration of the completion of the Works by the City, to the satisfaction of the General Manager, the City agrees to collect from the Owners within the Benefiting Area for the cost of construction thereof, the Specified Charge.
- .7 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 for the sums collected from the Owners of the Benefiting Area 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, all such unclaimed funds shall be retained forever by the City.
- .8 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City, 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 term of this Agreement shall commence on the Completion Date and shall expire in fifteen years from and including the commencement date of May 18, 2017 (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners of the Benefiting Area 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 Owing 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 \$5,743.50 which includes GST. The City acknowledges the receipt of payment by Receipt No. 607323 paid to the City on August 31, 2015 for the preparation, registration and administration of this Agreement. Additional administration costs of \$1,760.00 plus applicable taxes per Developer will be required at the time of the execution of this agreement to pay for increased administration costs associated with multiple Developers.

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 as follows:

Canadian Horizons (18th Avenue)
Development Corporation
#710, 1055 West Georgia Street
Vancouver, BC V6 3R5

0779998 BC Ltd.
#210, 8399 - 200 Street
Langley, BC V2Y 3C2

South Surrey Business Centre Inc.
#407, 2626 Croydon Drive
Surrey, BC V3Z 0S8

1005714 BC Ltd.
880 Lougheed Highway
Port Coquitlam, BC V3C 0B7

PCI Developments Corporation
#1700, 1030 West Georgia Street
Vancouver, BC V6E 2Y3

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, B.C. 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" - Works
- (c) Schedule "C" - Benefiting Map
- (d) Schedule "D" - Payment Schedule

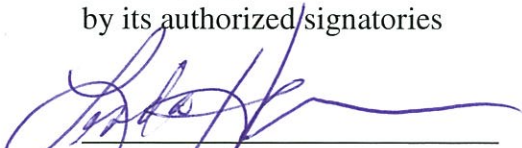
12. CONFLICT

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/signatories



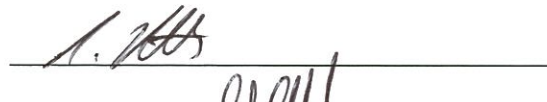
Mayor

City Clerk


**Canadian Horizons (18th Avenue)
Development Corporation**
as per their duly appointed
signatory(s):




1005714 BC Ltd.
as per their duly appointed
signatory(s):



0779998 BC Ltd.
as per their duly appointed
signatory(s):



PCI Developments Corporation
as per their duly appointed
signatory(s):



South Surrey Business Centre Inc.
as per their duly appointed
signatory(s):



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

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 3 SE SEC 12 T1 PL 7213 (S 165.8')	[REDACTED]	1005 168 St	.9635	5121020089 5121020089
S1/2 3 N1/2 E1/2 SE SEC 12 T1 PL 7213 (EX)	[REDACTED]	1045 168 St	.9645	5121020107 5121020107
011-127-937 SECTION 12 TOWNSHIP 1 PLAN	Fergus Creek Homes Ltd	1083 168 St	1.9282	5121020120
011-127-945 SECTION 12 TOWNSHIP 1 PLAN	Fergus Creek Homes Ltd	1068 No 99 Hwy	1.4138	512103006X
LT 4 N1/2 E1/2 SE SEC 12 T1 PL 7213 (E)	Crown Provincial Baywest Property Management Services Ltd [REDACTED]	1022 No 99 Hwy	1.0312	5121030083 5121030083 5121030083
010-148-655 LOT 13 SECTION 12 TOWNSHIP	Fergus Creek Homes Ltd	1109 168 St	2.9163	5121120023
008-866-350 LOT 14 SECTION 12 TOWNSHIP	Fergus Creek Homes Ltd	1177 168 St	2.7449	5121130028
LT A 1&2 SE SEC 12 T1 PL 12449(EX 25810)	0933554 Bc Ltd	941 168 St	2.3917	5121900065
LT B 1&2 SE SEC 12 T1 PL 12449 (PL 25810)	[REDACTED]	919 168 St	1.7693	512191006X
FF LT 6 SE SW SEC 12 T1 PL 25810	Crown Provincial	16584 12 Ave	0	5121950056
PCL GG 1 SE SEC 12 T1 PL 25810	[REDACTED]	16620 12 Ave	.387	512195105X
PCL HH A SE SEC 12 T1 PL 25810	Crown Provincial Baywest Property Management Services Ltd [REDACTED]	942 No 99 Hwy	.7171	5121952053 5121952053 5121952053
004-475-062 LOT 1 SECTION 12 TOWNSHIP 1	Sidhu Homes & Construction Ltd	16770 15 Ave	.4048	5124000016
LT 2 NE SC 12 T1 PL 72109 PART: NE1/4 PID	[REDACTED]	1461 168 St	.4047	5124010010

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

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 3 NE SEC 12 T1 PL 30260	City Of Surrey (Ken Woodward)	16589 12 Ave	.2025	5124020027
004-475-101 LOT 4 SECTION 12 TOWNSHIP	1080515 B C Ltd	16737 15 Ave	.4056	512403001X
LT 4 NE SEC 12 T1 PL 43880	South Surrey Businesscentre Inc	16510 16 Ave	.4865	5124030021
LT 5 NE SEC 12 T1 PL 43880	Mytopia Inc	16530 16 Ave	.4863	5124040026
LT 6 NE SEC 12 T1 PL 43880	[REDACTED]	16580 16 Ave	.4183	5124050020
LT 7 NE SEC 12 T1 PL 46910	Mytopia Inc	16616 16 Ave	.1412	5124060025
LT 8 NE SEC 12 T1 PL 46910	[REDACTED]	16662 16 Ave	.7915	512407002X
006-145-248 LOT 9 SECTION 12 TOWNSHIP	1080515 B C Ltd	16692 16 Ave	.4695	5124080024
000-616-486 LOT 10 SECTION 12 TOWNSHIP	1080515 B C Ltd	16712 16 Ave	.4694	5124090029
001-811-312 LOT 11 SECTION 12 TOWNSHIP	[REDACTED]	16736 16 Ave	.4694	5124100023 5124100023
006-145-264 LOT 12 SECTION 12 TOWNSHIP	1080515 B C Ltd	16766 16 Ave	.4694	5124110028
006-145-281 LOT 13 SECTION 12 TOWNSHIP	1080515 B C Ltd	16790 16 Ave	.4692	5124120022
004-435-826 LOT 14 SECTION 12 TOWNSHIP	Mytopia Inc	16725 15 Ave	1.6145	5124130015
LT 18 NE SC 12 T1 PL67817 PART NE PID 0	South Surrey Businesscentre Inc	16450 16 Ave	2.2551	5124170013
006-544-762 LOT A SECTION 12 TOWNSHIP	1080515 B C Ltd	16759 15 Ave	.4058	5124900015
006-544-789 LOT B SECTION 12 TOWNSHIP 1	[REDACTED]	1543 168 St	.4534	512491001X 512491001X

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

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT B NE SEC 12 T1 PL 15235 4.91AC	City Of Surrey (Ken Woodward)	16631 12 Ave	.6996	5124910021
PCL EE A NE SEC 12 T1 PL 25810	Crown Provincial	1270 No 99 Hwy		5124940050
PCL 1 W1/2 W1/2 SE SEC 13 T1 EXP 13047	[REDACTED]	16468 20 Ave	.3837	5131000026 5131000026 5131000026
LT 1 1 SE SEC 13 T1 PL 17691	Canadian Horizons (18th Avenue) Land Corp	1785 168 St	.7127	513100004X
LT 1 SC SE13 T1 PL61916	[REDACTED]	16488 20 Ave	.4299	5131000087 5131000087
LT 1 SE SC 13 T1 PL69053 PART SE PID 00	0752875 Bc Ltd	16505 16 Ave	.3719	5131000105
LT 1 SE SC 13 T1 PL78490 PART: SE1/4 PID 017-335-990 LOT 1 SECTION 13 TOWNSHIP	[REDACTED]	16615 18 Ave	.4371	5131000117
LOT 1 SECTION 13 TOWNSHIP	Legos Investment Inc	16653 16 Ave	.7236	5131000129
LT 1 SE SC 13 T1 PLLMP839 Part SE1/4.	Canadian Horizons (18th Avenue) Land Corp	16691 16 Ave	2.8213	5131000130
LT 1 SE SC 13 T1 PLLMP4240 Part SE1/4.	[REDACTED]	16510 18 Ave	.9879	5131000142
LT 2 SC SE13 T1 PL61541	[REDACTED]	16515 18 Ave	.4207	5131010044 5131010044
LT 2 SC SE13 T1 PL62179	[REDACTED]	1915 165A St	.4044	5131010068 5131010068
LT 2 SE SC 13 T1 PL69053 PART SE PID 00	[REDACTED]	16487 16 Ave	.4255	513101007X 513101007X

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

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
011-684-887 LOT 2 SECTION 13 TOWNSHIP	[REDACTED]	16641 18 Ave	.4094	5131010081 5131010081
017-336-007 LOT 2 SECTION 13 TOWNSHIP	1105045 Bc Ltd	16688 18 Ave	1.9185	5131010093
017-415-462 LOT 2 SECTION 13 TOWNSHIP	Canadian Horizons (18th Avenue) Land Corp	16715 16 Ave	.4609	513101010X
LT 2 SE SC 13 T1 PLLMP4240 Part SE1/4.	Killarney Estates Ltd	16541 16 Ave	4.6149	5131010111
LT 3 SC SE13 T1 PL61541	[REDACTED]	1821 165A St	.4115	5131020049 5131020049
LT 3 SC SE13 T1 PL62179	[REDACTED]	1881 165A St	.4047	5131020062
LT 3 SE SC 13 T1 PL69053 PART SE PID 00	[REDACTED]	16470 18 Ave	.4046	5131020074 5131020074
011-684-895 LOT 3 SECTION 13 TOWNSHIP	[REDACTED]	16655 18 Ave	.4186	5131020086
017-415-471 LOT 3 SECTION 13 TOWNSHIP	Canadian Horizons (18th Avenue) Land Corp	16733 16 Ave	.4609	5131020098
LT 4 SE SEC 13 T1 PL 5375	1011336 Bc Ltd	16607 16 Ave	3.8675	513103002X
LT 4 SC SE13 T1 PL61541	[REDACTED]	1841 165A St	.4123	5131030043 5131030043
011-684-909 LOT 4 SECTION 13 TOWNSHIP	[REDACTED]	16687 18 Ave	.4095	5131030067

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

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 5 SE SEC 13 T1 PL 5375 9.56AC	[REDACTED]	16558 18 Ave	3.8658	5131040024 5131040024 5131040024 5131040024 5131040024
LT 5 SC SE13 T1 PL61541	[REDACTED]	1861 165A St Unit N	.412	5131040048
LT 5 SE SC 13 T1 PL78490 PART: SE1/4 PID	[REDACTED]	16711 18 Ave	.4405	513104005X 513104005X
LT 6 SE SC 13 T1 PL78490 PART: SE1/4 PID	Xin Xing Enterprises Ltd	16739 18 Ave	.4405	5131050017
LT 7 SE SC 13 T1 PL78490 PART: SE1/4 PID	[REDACTED]	16763 18 Ave	.4097	5131060011
LT 8 SC SE13 T1 PL61541	[REDACTED]	1935 165A St	.4047	5131070028 5131070028
LT 8 SE SC 13 T1 PL78490 PART: SE1/4 PID	[REDACTED]	1837 168 St	.413	513107003X 513107003X
LT 9 SC SE13 T1 PL61541	[REDACTED]	1955 165A St	.4046	5131080046 5131080046
009-097-511 LOT 10 SECTION 13 TOWNSHI	1075137 B C Ltd	1980 164 St	.404	5131090027
LT 10 SC SE13 T1 PL61541	[REDACTED]	16508 20 Ave	.4045	5131090040 5131090040
009-097-546 LOT 11 SECTION 13 TOWNSHI	1075137 Bc Ltd	16460 20 Ave	.404	5131100021

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

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 11 SE SEC 13 T1 PL 61541 (EX EXP PL	[REDACTED]	1980 165A St	.4081	5131100045 5131100045
LT 12 SC SE13 T1 PL61541	[REDACTED]	16588 20 Ave	.4046	5131110026 5131110026
LT 13 SC SE13 T1 PL61541	[REDACTED]	1960 165A St	.4052	5131120020 5131120020
LT 14 SC SE13 T1 PL61541	[REDACTED]	1940 165A St	.4044	5131130025 5131130025
LT 15 SC SE13 T1 PL61541	[REDACTED]	1920 165A St	.4371	513114002X 513114002X
006-668-127 LOT 16 SECTION 13 TOWNSHI	Canadian Horizons (18th Avenue) Land Corp	1643 168 St	.4421	5131150024
LT 16 SC SE13 T1 PL61541	[REDACTED]	1894 165A St	.4604	5131150048 5131150048
006-668-151 LOT 17 SECTION 13 TOWNSHI	Canadian Horizons (18th Avenue) Land Corp	16755 16 Ave	.4429	5131160029
LT 17 SC SE13 T1 PL61541	[REDACTED]	1864 165A St	.4486	5131160042 5131160042
LT 18 SE SEC 13 T1 PL 31718	Canadian Horizons (18th Avenue) Land Corp	1671 168 St	.5229	5131170023
LT 19 SE SEC 13 T1 PL 31718	Canadian Horizons (18th Avenue) Land Corp	1681 168 St	.5037	5131180028
LT 20 SE SEC 13 T1 PL 31887	[REDACTED]	1626 164 St	.4047	5131190022 5131190022



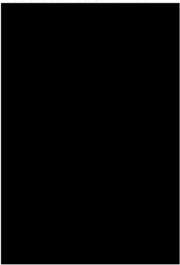
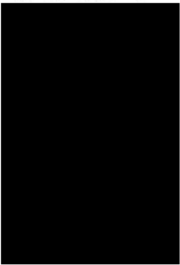
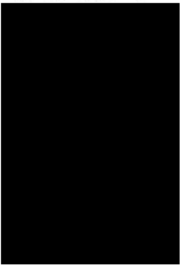
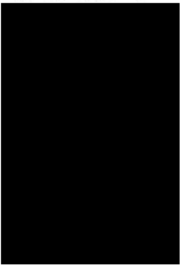
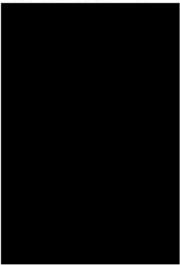
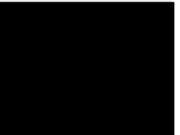
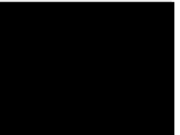
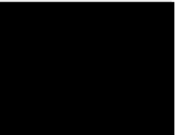
**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 21 SE SEC 13 T1 PL 37039	Canadian Horizons (18th Avenue) Land Corp	1753 168 St	.4042	5131200027
LT 22 SE SEC 13 T1 PL 37039	Canadian Horizons (18th Avenue) Land Corp	1733 168 St	.4042	5131210021
LT 23 SE SEC 13 T1 PL 37039	Canadian Horizons (18th Avenue) Land Corp	1707 168 St	.4043	5131220026
LT 24 SE SEC 13 T1 PL 38148	[REDACTED]	1770 164 St	.4607	5131230020
LT 25 SE SEC 13 T1 PL 38148	[REDACTED]	1760 164 St	.4606	5131240025 5131240025
LT 26 SE SEC 13 T1 PL 38148	[REDACTED]	1740 164 St	.4604	513125002X
LT 27 SE SEC 13 T1 PL 38148	[REDACTED]	1720 164 St	.4604	5131260024 5131260024
LT 28 SE SEC 13 T1 PL 38148	[REDACTED]	1690 164 St	.4603	5131270029 5131270029
LT 29 SE SEC 13 T1 PL 38148	[REDACTED]	1660 164 St	.4602	5131280023
LT 30 SE SEC 12 T1 PL 38148	[REDACTED]	1642 164 St	.4511	5131290028 5131290028
006-532-055 LOT 31 SECTION 13 TOWNSHI	1075137 Bc Ltd	1960 164 St	.6237	5131300022
006-532-071 LOT 32 SECTION 13 TOWNSHI	1075137 Bc Ltd	1946 164 St	.6237	5131310027
006-632-670 LOT 33 SECTION 13 TOWNSHI	1075137 B C Ltd	1906 164 St	.6726	5131320021
LT 34 SE SEC 13 T1 PL 42726	[REDACTED]	1870 164 St	.7248	5131330026

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LT 35 SE SEC 13 T1 PL 42726	Ks Khangura Enterprises Ltd	1852 164 St	.7245	5131340020
LT 36 SE SEC 13 T1 PL 42726		16453 18 Ave	.9672	5131350025
LT 37 SE SEC 13 T1 PL 54810		16485 18 Ave	.4039	513136002X
005-577-713 LOT 38 SECTION 13 TOWNSHIP	1065498 B C Ltd	16778 20 Ave	.4222	5131370024
LT 39 N1/2 E1/2 SE SEC 13 T1 PL 57371		16756 20 Ave	.4221	5131380029 5131380029
LT 40 N1/2 E1/2 SE SEC 13 T1 PL 57371		16732 20 Ave	.4221	5131390023 5131390023
LT 41 N1/2 E1/2 SE SEC 13 T1 PL 57371		16708 20 Ave	.4117	5131400028 5131400028
LT 42 N1/2 E1/2 SE SEC 13 T1 PL 57371		16674 20 Ave	.4104	5131410022
LT 43 N1/2 E1/2 SE SEC 13 T1 PL 57371		16648 20 Ave	.4052	5131420027 5131420027
005-577-837 LOT 46 SECTION 13 TOWNSHIP	Miracon 167 Development Inc	1919 167 St	.4378	5131450020
LT 47 N1/2 E1/2 SE SEC 13 T1 PL 57371	1031665 Bc Ltd	1949 167 St	.4045	5131460025
LT 48 N1/2 E1/2 SE SEC 13 T1 PL 57371		1942 167 St	.4638	513147002X
LT 49 N1/2 E1/2 SE SEC 13 T1 PL 57371		1918 167 St	.4058	5131480024
LT 50 N1/2 E1/2 SE SEC 13 T1 PL 57371		1913 168 St	.4048	5131490029 5131490029







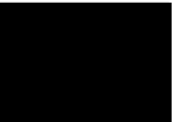
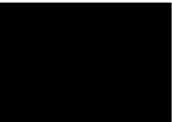
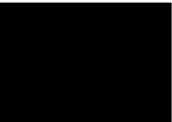
**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				5131490029 5131490029
LT 51 N1/2 E1/2 SE SEC 13 T1 PL 57371		1945 168 St	.4097	5131500023
LT 55 SC SE13 T1 PL58054		16663 19 Ave	.4254	5131520022 5131520022
LT 56 SC SE13 T1 PL58054		16651 19 Ave	.4214	5131525020 5131525020
LT 57 SC SE13 T1 PL58054	1071767 B C Ltd	16621 19 Ave	.4046	5131530027
LT 60 SE SEC13 T1 PL66460		16620 20 Ave	.4045	5131545018 5131545018
LT 61 SE SEC13 T1 PL66460		16606 20 Ave	.4052	5131550014 5131550014
LOT 62 SE SEC 13 T1 PL65269		1909 165A St	.5349	5131555012
LOT 63 SE SEC 13 T1 65269		1891 165A St	.4144	5131560019 5131560019
013-193-864 SECTION 13 TOWNSHIP 1 PLAN	1010215 B C Ltd	1889 168 St	1.9969	5131900025
013-193-937 SECTION 13 TOWNSHIP 1 PLAN	1005667 Bc Ltd	1869 168 St	2.0014	5131900049
PCL A 7 SE SEC 13 T1 EXP 10033	PCI Developments Corp.	16467 16 Ave	.4044	5131900062
008-133-557 SECTION 13 TOWNSHIP 1 PLA	Logos Investment Inc	16679 16 Ave	1.1202	5131900086
LT 1 N1/2 SW SEC 13 T1 PL 9399		16322 20 Ave	.8099	5132000022

**The City of Surrey
Schedule "A"
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Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 1 S152'E1/2 S1/2 SW SEC 13 T1 PL 9931	639606 Bc Ltd	16365 No 99 Hwy	.4281	513200006X
LT 2 S1/2 E1/2 S1/2 SW SEC 13 T1 PL 9931	639606 Bc Ltd	16347 No 99 Hwy	.2332	5132010040
LT 29 SW SEC 13 T1 PL 30343	639606 Bc Ltd	1745 164 St	.5078	513228002X
LT 30 SW SEC 13 T1 PL 30343	639606 Bc Ltd	1715 164 St	1.1992	5132290024
LT 31 SW SEC 13 T1 PL 33307		16344 20 Ave	.4567	5132300029 5132300029
LT 32 SW SEC 13 T1 PL 33307		16370 20 Ave	.5997	5132310023
LT 33 SW SEC 13 T1 PL 34601		16114 20 Ave	.7876	5132320028 5132320028
LT 38 SW SEC 13 T1 PL 41276		16172 20 Ave	.456	5132370020
LT 39 SW SEC 13 T1 PL 41276		16184 20 Ave	.4561	5132380025
LT 40 SW SEC 13 T1 PL 41276		16216 20 Ave	.4561	513239002X 513239002X
LT 44 SW SEC 13 T1 PL 55337	Croydon Properties Ltd	16248 20 Ave	.5932	5132430028
LT 45 SW SEC 13 T1 PL 55337	Croydon Properties Ltd	16272 20 Ave	.6523	5132440022
LT 49 SC SW13 T1 PL63160		16384 18 Ave	.4044	5132480020
LT 50 SC SW13 T1 PL63160		16354 18 Ave	.4044	5132490025
LT 51 SC SW13 T1 PL63160		16324 18 Ave	.4044	513250002X 513250002X

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

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Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				513250002X
LT 52 SC SW13 T1 PL63160		16294 18 Ave	.4191	5132505028
LT 53 SC SW13 T1 PL63160		16264 18 Ave	.4052	5132510024
PCL BB S1/2 N1/2 N1/2 SW SEC 13 T1	639606 Bc Ltd	1947 164 St	3.7447	513291004X
PCL CC S1/2 E1/2 S1/2 SW SEC 13 T1	639606 Bc Ltd	16333 No 99 Hwy	.045	5132920044
E154.2' S1/2 E1/2 S1/2 SW SEC 13 T1	639606 Bc Ltd	16389 No 99 Hwy	.4559	5132971027
004-607-007 LOT 1 SECTION 13 TOWNSHIP	Mainland Developments(Morgan Place) Ltd	16203 20 Ave	3.5235	5133000017
LT 1 S1/2 NW SEC 13 T1 PL 7270	Woodbridge Developments (South Grandview) Ltd	16367 20 Ave	1.9198	5133000042
004-607-015 LOT 2 SECTION 13 TOWNSHIP	Mainland Developments(Morgan Place) Ltd	16197 20 Ave	.4066	5133010011
LT 2 S1/2 NW SEC 13 T1 PL 7270	Woodbridge Developments (South Grandview) Ltd	16355 20 Ave	1.9193	5133010047
009-492-011 LOT 2 SECTION 13 TOWNSHIP	Mainland Developments(Morgan Place) Ltd	2112 160 St	3.1604	5133010060
002-633-795 LOT 3 SECTION 13 TOWNSHIP	Lmjbc Holdings Ltd Lmjca Holdings Ltd	16172 24 Ave	3.1412	5133020028 5133020028
LT 3 S1/2 NW SEC 13 T1 PL 7270	Woodbridge Developments (South Grandview) Ltd	16321 20 Ave	.8085	5133020041
LT 4 S1/2 NW SEC 13 T1 PL 7270(SEE 0513-	Woodbridge Developments (South Grandview) Ltd	16301 20 Ave	2.083	5133030046
002-477-301 LOT 13 SECTION 13 TOWNSHIP	Mainland Developments(Morgan Place) Ltd	16211 20 Ave	.4046	5133120023
000-598-810 LOT 14 SECTION 13 TOWNSHIP	Mainland Development Holdings Ltd	16273 20 Ave	3.8432	5133130028
009-492-119 LOT 2 SECTION 13 TOWNSHIP	Mainland Developments(Morgan Place) Ltd	16113 20 Ave	2.12	5133900041

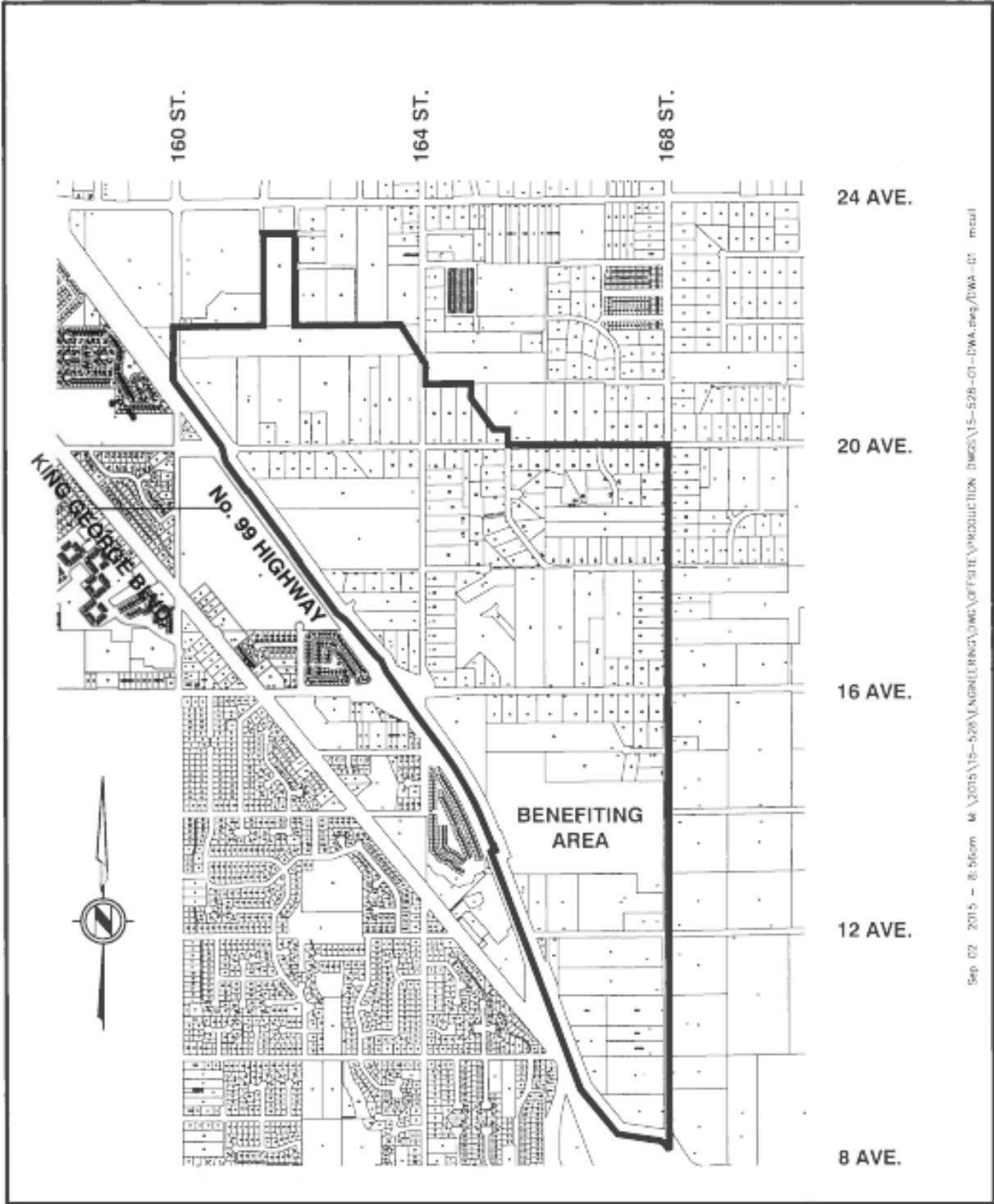
**The City of Surrey
Schedule "A"
Legal Description and Registered Owner**

Project File: 7815-0293-00
DWA File: 8515-0293-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
009-270-299 LOT A SECTION 13 TOWNSHIP	Mainland Developments(Morgan Place) Ltd	16219 20 Ave	.5393	5133900065
N1/2N1/2 S1/2 NW SEC 13 T1 20AC		2172 160 St	7.6498	5133971060 5133971060 5133971060 5133971060 5133971060 5133971060
LT 7NE SEC 13 T1 PL 6519 (EX 43236)	Double Dot Investmentgroup Ltd	16543 20 Ave	.3614	5134060034
006-719-244 LOT 39 SECTION 13 TOWNSHI	20 Development Inc	16421 20 Ave	.9901	5134380028
006-719-261 LOT 40 SECTION 13 TOWNSHIP	1086450 B C Ltd	16437 20 Ave	.9902	5134390022
LT 41 NE SEC 13 T1 PL 43236	1050127 BC Ltd	16465 20 Ave	.9905	5134400027
LT 42 NE SEC 13 T1 PL 43236	1050127 BC Ltd	16505 20 Ave	.5748	5134410021
S1/2N1/2 SW SEC 13 T1 (EX PT W)	(none)	1891 164 St	6.2428	

SCHEDULE "B"

Design, construct and inspect a Sanitary Sewer Pump Station (Fergus Creek Pump Station) at 1227 - 168 Street, a sanitary sewer forcemain from 1227 - 168 Street to an existing gravity sanitary sewer located at 24 Avenue and 160 Street complete with all required appurtenances.



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**APLIN
MARTIN**
 CONSULTANTS LTD

 30 - 14th St. #2000, Surrey, B.C. Canada V1V 4S9
 Tel: 281-871-8551 Fax: 281-871-8552 E-mail: pmartin@aplinmartin.com

**Schedule C
Sanitary Sewer
8515-0293-00-1**

Date:	2 SEPT. 2015
DWG. No.	15-528 DWA-01
Scale:	N.T.S.

Schedule D

Payment Schedule

8515-0293-00-1 (Highway 99 Local Area Plan Sanitary Sewer DWA)				
Total amount of Sanitary DWA is \$15,954.75 per Hectre (142.65 Ha)				\$2,275,945.09
	Developer Name	%	Estimated DWA Return	Up To Maximum Amount
1	Canadian Horizons Inc. #710-1055 West Georgia Street, Vancouver, BC V6 3R5	40.67%	\$925,515.59	\$925,515.59
2	0779998 BC Ltd. #210, 8399 – 200 Street, Langley, BC V2Y 3C2	46.82%	\$1,065,604.39	\$719,881.43
3	South Surrey Business Centre Inc. #407-2626 Croydon Drive, Surrey, BC V3Z 0S8	5.40%	\$122,826.67	\$122,826.67
4	1005714 BC Ltd. 880 Lougheed Hwy, Port Coquitlam, BC V3C 0B7	4.81%	\$109,548.11	\$109,548.11
5	PCI Developments Corp. 1700-1030 West Georgia Street, Vancouver, BC V6E 2Y3	2.30%	\$52,450.31	\$52,450.31
	Total	100.00%	\$2,275,945.09	\$2,275,945.09