

CITY OF SURREY

BYLAW NO. 18692

A bylaw to enter into a development works agreement to authorize the construction of a community detention pond and related appurtenances for the North Grandview Heights Neighbourhood Concept Plan and 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.

.....

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 North Grandview Heights Neighbourhood Concept Plan; and

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

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

1. This Bylaw shall be cited for all purposes as "Development Works Agreement – North Grandview Heights Neighbourhood Concept Plan Bylaw, 2016, No. 18692".
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").

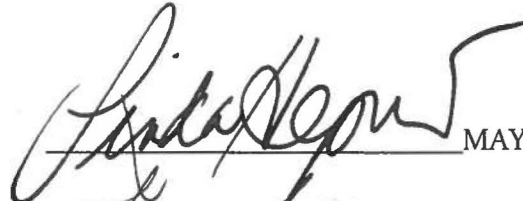
3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall increase each year by 5% of the Development Works Agreement.

PASSED FIRST READING on the 13th day of June, 2016.

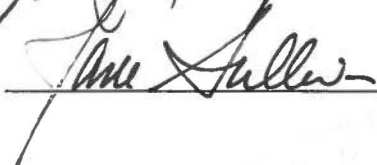
PASSED SECOND READING on the 13th day of June, 2016.

PASSED THIRD READING on the 13th day of June, 2016.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 27 day of June, 2016.



MAYOR



CLERK



**CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT**

Project 8611-0269-00-1 (Drainage)

THIS AGREEMENT dated for reference the 27th day of June, 2016.

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue, City of Surrey,
British Columbia V3T 1V8

(the "City")

OF THE FIRST PART

AND:

CRESSEY (GRANDVIEW) DEVELOPMENT LLP.
By its General Partner **CRESSEY GRANDVIEW MP Ltd.**
555 West 8th Avenue, Suite 200, City of Vancouver,
British Columbia V5Z 1C6

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the North Grandview Heights Neighbourhood Concept Plan are identified in column one entitled "Legal Description" in Schedule "A" (as hereinafter defined as the "Benefiting Area") 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 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 advances 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 *Act* (as hereinafter defined) authorizes Council to enter into an agreement with a Developer for the provision of the Works to be constructed by the Developer; and
- F. **AND WHEREAS** Council introduced the Development Works Agreement (Drainage) for the North Grandview Heights Neighbourhood Concept Plan, By-Law, 2016, No. 18692 (as hereinafter defined as "Development Works By-law") authorizing the parties to enter into this agreement 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 (\$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, reenacted 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 one entitled "Legal Description" in Schedule "A";

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

"City" means the City of Surrey;

"Completion Date" means April 7, 2015;

"Council" means the elected Council of the City.

"Developer" means Cressey (Grandview) Development LLP., by its General Partner Cressey Grandview MP Ltd.;

"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 Development Works Agreement (Drainage) for the North Grandview Heights Neighbourhood Concept Plan, By-Law, 2016, No. 18692;

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

"Maximum Amount Owing" means the maximum amount payable by the City to the Developer for the funds received pursuant to this agreement as specified in section 2.3;

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

"Works" means storm drainage works and related appurtenances substantially as described in Schedule "B";

"Specified Charge" means a debt payable to the Developer in the maximum amount of Twenty Thousand and Nine Hundred Sixty Canadian Dollars (\$20,960.00), including applicable taxes 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 Developer 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, subject to directions of the City.
- .2 The parties acknowledge that, as of the date of this Agreement, the Capital Cost is One Million, Two Hundred Forty Two Thousand and One Hundred Eighty Four Canadian Dollars and Thirty Three Cents (\$1,242,184.33), including applicable taxes.
- .3 The Maximum Amount Owing to the Developer, pursuant to this Agreement is calculated by multiplying the Specified Charge by the total Benefiting Area of

Twenty Four hectares and Eight Hundred Sixteen decimals (24.816) which equals the Maximum Amount of Five Hundred Twenty Thousand and One Hundred Forty Three Canadian Dollars and Thirty Three Cents (\$520,143.33) including applicable taxes.

- .4 The Developer agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.

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 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.
- .5 In consideration of the completion of the Works by the Developer, 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.
- .6 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.
- .7 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 on in fifteen years from and including the commencement date (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 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 \$5,365.50 which includes GST. The City acknowledges the receipt of payment by Receipt No. 87636/11 paid to the City on July 2, 2013 for the preparation, registration 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 as follows:

CRESSEY (GRANDVIEW) DEVELOPMENT LLP.
By its General Partner CRESSEY GRANDVIEW MP Ltd.
555 West 8th Avenue, Suite 200
Vancouver, Province of British Columbia V5Z 1C6

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" – Legal Description and Registered Owners
- (b) Schedule "B" – Description of Works
- (c) Schedule "C" - Benefiting Area Map

12. **CONFLICT**

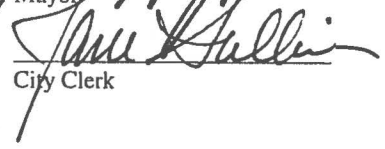
In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

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

CITY OF SURREY
by its authorized signatories

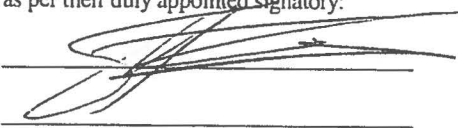


Mayor



City Clerk

CRESSEY (GRANDVIEW) DEVELOPMENT LLP.
By its General Partner CRESSEY GRANDVIEW MP Ltd
as per their duly appointed signatory:



SCHEDULE "A"
Legal Description and Registered Owners

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
LT 1 HALF SC 23 T1 PL73414 PID 006322417	Cressey Grandview Holdings Ltd	15789 Mountain View Dr	1.774	5230000041
LT 1 W 1/2 S1/2 LS 9 SEC 23 T1 PL 20590	Cressey Grandview Holdings Ltd	15815 28 Ave	.153	5230000442
LT 3 SEC 23 T1 PL 23407	[REDACTED]	15865 28 Ave	.091	5230020507 5230020507
LT 5 LS 10 SEC 23 T1 PL 33453	Zenterra Grandview Titleco Ltd	15683 28 Ave	.556	5230040282
LT 6 NE SEC 23 T1 PL 36924	[REDACTED]	2830 156 St	.405	5230050202
LT 7 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	15647 28 Ave	.405	5230060207
LT 8 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	15705 28 Ave	.405	5230070183
LT 9 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	15747 28 Ave	.405	5230080140
LT 10 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	2855 Helc Pl	.427	5230090145
LT 11 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	2875 Helc Pl	.406	5230100126
LT 12 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	2885 Helc Pl	.482	5230110089
LT 13 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	2850 156 St	.405	523012006X
LT 14 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	15610 Mountain View Dr	.406	5230130027
LT 15 NE SEC 23 T1 PL 36924	Zenterra Grandview Titleco Ltd	15640 Mountain View Dr	.411	5230140021
LT 16 NE SEC 23 T1 PL 36924	0882090 B C Ltd	15656 Mountain View Dr	.428	523015004X

LT 17 NE SEC 23 T1 PL 36924	0882090 BC Ltd	2880 Helc Pl	.427	5230160044
LT 18 NE SEC 23 T1 PL 36924	[REDACTED]	2846 Helc Pl	.487	5230170049 5230170049
LT 19 NE SEC 23 T1 PL 36924	0882090 BC Ltd	15712 Mountain View Dr	.423	523018002X
LT 20 NE SEC 23 T1 PL 36924	0882090 BC Ltd	15736 Mountain View Dr	.455	5230190024
LT 21 NE SEC 23 T1 PL 36924	0882090 BC Ltd	15758 Mountain View Dr	.509	5230200029
LT 22 NE SEC 23 T1 PL 36924	0882090 BC Ltd	15792 Mountain View Dr	.509	5230210047
LT 24 NE SEC 23 T1 PL 36924	Cressey Grandview Holdings Ltd	15755 Mountain View Dr	.404	5230230083
LT 25 NE SEC 23 T1 PL 36924	Woodbridge Developments (Mountain View) Ltd	15735 Mountain View Dr	.404	5230240040
LT 26 NE SEC 23 T1 PL 36924	Woodbridge Developments (Mountain View) Ltd	15715 Mountain View Dr	.405	5230250045
LT 27 NE SEC 23 T1 PL 36924	Woodbridge Developments (Mountain View) Ltd	15687 Mountain View Dr	.427	523026004X
LT 28 NE SEC 23 T1 PL 36924	[REDACTED]	15673 Mountain View Dr	.436	5230270044 5230270044
LT 29 NE SEC 23 T1 PL 36924	T M Crest Homes (2007) Ltd	15651 Mountain View Dr	.427	5230280049
LT 30 LS 5&6 SEC 23 T1 PL36924	T M Crest Homes (2007) Ltd	15625 Mountain View Dr	.423	5230290043
LT 31 NE SEC 23 T1 PL 36924	T M Crest Homes (2007) Ltd	2960 156 St	.415	5230300048
LT 32 NE SEC 23 T1 PL 36924	T M Crest Homes (2007) Ltd	2982 156 St	.623	5230310029
LT 38 NE SEC 23 T1 PL 37952	0769274 Bc Ltd	3005 160 St	.669	523037004X
LT 39 NE SEC 23 T1 PL 37952	0769274 Bc Ltd	3031 160 St	.479	5230380044
LT 41 NE SEC 23 T1 PL 39535	[REDACTED]	3063 160 St	.123	5230400043
LT 45 LS9 SEC 23 T1 PL64194	Cressey Grandview Holdings Ltd	15853 28 Ave	.414	5230440041
LT 83 BK LS9 SC 23 T1 PL67264	Cressey Grandview Holdings Ltd	15805 28 Ave	1.352	523066003X

S1/2 S1/2 N1/2 LS 9 SEC 23 T1 5AC	Cressey Grandview Holdings Ltd	2907 160 St	1.474	5230971344
N1/2 S1/2 N1/2 LS 9 SEC 23 T1	Cressey Grandview Holdings Ltd	2933 160 St	1.347	5230971368
N1/2 N1/2 N1/2 LS 9 SEC 23 T1 5AC	Cressey Grandview Holdings Ltd	2987 160 St	1.594	523097140X
E 1/4 S 1/2 LS 10 SEC 23 T1 (EX S 33')	Woodbridge Developments (Sunnyside) Ltd	15755 28 Ave	1.926	5230971447
LT 2 SC 23 T1 PLBCP34932	Cressey Grandview Holdings Ltd	15975 28 Ave	.104	523001054X
LT B SC 23 T1 PLBCP44133	Cressey Grandview Holdings Ltd	15895 28 Ave	1.401	5230910331

SCHEDULE "B"

DESCRIPTION OF WORKS

Design, construction and inspection of a 2,200.00 cu.m. detention pond at 15875 Mountain View Drive, a 4.0 m wide service road, a 900 mm diameter Inlet Culvert at the west end and headwall, a 600 mm diameter Inlet Culvert at west end and headwalls, a 150 mm diameter perforated pipe with trench drain for base flow and a 750 mm diameter Outlet Piping, for control manhole and headwalls complete with all required appurtenances.

SCHEDULE "C"
BENEFITING AREA MAP

