

CITY OF SURREY

BYLAW NO. 19878

A bylaw to enter into a development works agreement which authorizes the construction of works which will service the benefiting real property within a portion of the Anniedale-Tynehead Neighbourhood Concept Plan and establishes that the cost of the works shall be borne by the owners of real property within such defined area.

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

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

- 1. This Bylaw shall be cited for all purposes as "Development Works Agreement [8418-0122-00-1] Bylaw, 2019, No. 19878"
- 2. The Council hereby authorizes the General Manager, Engineering to enter into a development works agreement 8418-0122-00-1, attached as Schedule A, and forming part of this Bylaw.

3. The Specified Charge, payable by the Owners shall not exceed the maximum amount specified in the Agreement as being Five hundred six thousand three hundred eighty-six dollars and seventy-three cents (\$506,386.73) for each hectare of land, of lawful money of Canada.


4. The capitalized terms in this Bylaw have the meanings as defined in Schedule A.

PASSED FIRST READING on the 8th day of July, 2019.

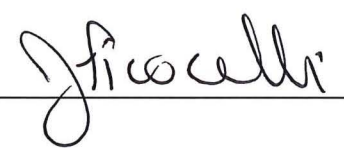
PASSED SECOND READING on the 8th day of July, 2019.

PASSED THIRD READING on the 8th day of July, 2019.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 22nd day of July, 2019.



MAYOR



CLERK

CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT

Project 8418-0122-00-1 (Water)

THIS AGREEMENT dated for reference the 23rd day of July, 2019.

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue
Surrey, B.C., V3T 1V8

(the “City”)

OF THE FIRST PART

AND:

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
(Inc. No. BC1137365)
Unit 201 – 15272 Croydon Drive
Surrey, B.C., V3Z 0Z5

(the “Developer”)

OF THE SECOND PART

WHEREAS:

- A. The real property within the Anniedale-Tynehead Neighbourhood Concept Plan is identified in column one entitled “Legal Description” in Schedule “A” and as illustrated in the “Benefiting Area Map” in Schedule “C”.
- B. The registered owners in fee simple of the Benefiting Area are identified in column two entitled “Registered Owner” in Schedule “A”.
- C. The Works are contained within the City's 10-Year Servicing Plan and the Owners have petitioned that the City advance the acquisition and construction of the Works.
- D. The Developer agrees to construct the Works with no contribution from the City.
- E. Council adopted Development Works Agreement [8418-0122-00-1] By-law, 2019, No. 19878 on July 22, 2019, 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 Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges) the parties hereby covenant and agree with each other as follows:

1 DEFINITIONS

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

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

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

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

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

“Capital Cost” means the actual costs incurred by the Developer to construct the Works including the carrying costs and the Capital Cost is estimated to be the sum of Twenty-six million one hundred one thousand eight hundred forty-five dollars (\$26,101,845.00), including applicable taxes and interest, which costs will be amended by the final capital cost determined by the City in accordance with Section 2 of this Agreement;

“City” means the City of Surrey;

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

“Council” means the Council of the City;

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

“Development Cost Charge” means a charge imposed pursuant to the Development Cost Charge By-law;

“Development Cost Charge By-law” means Surrey Development Cost Charge By-law, 2018, No. 19478, as amended;

“Development Works By-law” means the by-law specified in recital E.;

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

“Maximum Amount Owing” means the maximum amount that could be payable by the City to the Developer pursuant to this Agreement as Twenty-three million three hundred eighty-four thousand nine hundred thirty-nine dollars and thirty-six cents (\$23,384,939.36) including interest as specified in the petition;

“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;

“Specified Charge” means a debt payable to the City in the maximum amount of \$506,386.73, which may be revised in accordance with Section 2.4 herein, including interest at 7.544% annually per the loan amortization schedule for each hectare of land to be developed 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, as amended;

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

“Works” means Water works and related appurtenances substantially as described in Schedule “B”.

2 WORKS

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

3 PAYMENT FOR WORKS

- .1 The City is not responsible for financing any of the costs of the Works.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager Engineering in their sole discretion agrees in writing that a portion of the land is not able to be developed.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 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 Engineering, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area the Specified Charge for each subdivision or building permit on or before the date when the Development Cost Charges are payable, pursuant to the Development Cost Charge By-law up to the Maximum Amount Owing within the Benefiting Area.
- .6 The City agrees to reimburse the Developer up to the Maximum Amount Owing the Specified Charge collected pursuant to this Agreement as follows:
 - (a) to the extent the Specified Charge has been collected from any Owners at the then prevailing Specified Charge rate;
 - (b) the City shall only be obligated to pay to the extent the City actually receives the Specified Charge from the Owners; and
 - (c) the City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
- .7 Subject to Section 3.6 the City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer

after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.

- .8 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4 TERM

- .1 The Developer agrees to the Term of this Agreement
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owing 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 \$8,589.00 for the preparation and administration of this Agreement. The City acknowledges the receipt of payment by Receipt No. 71729945 paid to the City on October 10, 2018 for the preparation and administration of this Agreement.

7 NOTICES

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

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
(Inc. No. BC1137365)
Unit 201 – 15272 Croydon Drive
Surrey, B.C., V3Z 0Z5

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" - Description of Water 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 signatory




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

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP

(Inc. No. BC1137365)

by its authorized signatory(ies):

(print name)  Charles Westgard

(signature)

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 2 BK 2 NE SEC 31 T8 PL 6870	I [REDACTED]	17412 96 Ave	1.049	8314010066
LT 3 BK 2 NE SEC 31 T8 PL 6870	1137056 Bc Ltd	17446 96 Ave	1.0267	8314020060
E 1/2 4 BK 2 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17490 96 Ave	.5101	8314030041
W1/2 4 2 NE SEC 31 T8 PL 6870	[REDACTED]	17460 96 Ave	.5144	8314030065 8314030065 8314030065 8314030065
LT 5 BK 2 NE SEC 31 T8 PL 6870	[REDACTED]	17520 96 Ave	.9647	831404006X
LT 6 BK 2 NE SEC 31 T8 PL 6870 (E)	1089411 Bc Ltd	17554 96 Ave	1.6544	8314050040
LT 7 EK 2 NE SEC 31 T8 PL 6870 (E)	1089411 Bc Ltd	17566 96 Ave	1.5073	8314060045
LT 8 BK 2 NE SEC 31 T8 PL 6870	[REDACTED]	9419 176 St	1.0621	831407004X 831407004X 831407004X 831407004X
PCL A BK 6 2 NE SEC 31 T8 EXP 8904	1089411 Bc Ltd	17536 96 Ave	.1375	8314900023

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
PCL A BK 7 2 NE SEC 31 T8 REF 22875	Fortisbc Inc	9541 176 St	.0699	8314900060
LT 1 50.23AC NW SEC 32 T8 PL 6082 (E)		9356 176 St	.6111	8323000037 8323000037 8323000037 8323000037 8323000037
LT 1 NW SEC 32 T8 PL 11384		17696 96 Ave	.3694	8323000062
LT 2 NW SEC 32 T8 PL 6062 (EX PL 506)	Marathon Homes Anniedale Ltd	9436 176 St	4.9492	832301002X
LT 2 NW SEC 32 T8 PL 11384		17728 96 Ave	.6614	8323010067 8323010067
E1/2 3 A NW SEC 32 T8 PL 7016	Garcha Properties Ltd	17835 92 Ave	.8652	8323020048
LT 11 LT 10 PCL B NW SEC 32 T8 PL 3392		17742 96 Ave	.7391	8323100020 8323100020
LT 12 LT 10 PCL B NW SEC 32 T8 PL 3392	City Of Surrey	17768 96 Ave	.7637	8323110025
LT 13 LT 10 PCL B NW SEC 32 T8 PL 3392	Mayflower Investment Holding Ltd	17802 96 Ave	.7587	832312002X

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 31 NW SEC 32 T8 PL 49611	[REDACTED]	17795 93A Ave	.5057	832330001X 832330001X
LT 41 SC NW32 T8 PL60505	[REDACTED]	17813 94 Ave	.4047	8323400027 8323400027
LT 42 SC NW32 T8 PL60505	[REDACTED]	17837 94 Ave	.4048	8323410021
LT 43 SC NW32 T8 PL60505	[REDACTED]	17861 94 Ave	.4048	8323420026 8323420026
LT 44 SC NW32 T8 PL60505	[REDACTED]	17889 94 Ave	.3531	8323430020 8323430020
LT 45 SC NW32 T8 PL60505	[REDACTED]	17915 94 Ave	.2479	8323440025 8323440025
LT 47 SC NW32 T8 PL60505	Maison Development & Construction Ltd	17820 94 Ave	.4047	8323460024
LT 48 SC NW32 T8 PL60505	[REDACTED]	17840 94 Ave	.4048	8323470029 8323470029
LT 49 SC NW32 T8 PL60505	[REDACTED]	17870 94 Ave	.4047	8323480023 8323480023

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 50 SC NW32 T8 PL60505	[REDACTED]	17894 94 Ave	.4047	8323490028 8323490028
LT 51 SC NW32 T8 PL60505	[REDACTED]	17811 93A Ave	.4047	8323500022
LT 52 SC NW32 T8 PL60505	[REDACTED]	17841 93A Ave	.4047	8323505020
LT 55 SC NW32 T8 PL60505	Maison Development & Construction Ltd Daljit S Dhanda	17922 94 Ave	.4076	8323520021 8323520021
LT 1 DL390A PL71734 GRP: 2 PID 004094131	[REDACTED]	17760 97 Ave	.4047	9700000060 9700000060
LT 1 DL 390A PL 16250	[REDACTED]	17617 97 Ave	.0864	9700000382 9700000382
LT 1 DL 390A PL 6711 (EX PL 506	[REDACTED]	17709 96 Ave	.6834	9700000412 9700000412
E 162' LT 1 BK C DL 390A PL 6711	[REDACTED]	17723 96 Ave	.8037	9700000424 9700000424 9700000424 9700000424
PCL 1 BK C DL 390A EXP 8320 EX E203.81	Great Canadian Discovery Tour Inc	9674 176 St	.3692	9700000448

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 1 DL 390A PL 59788	[REDACTED]	17875 96 Ave	.5204	9700000461 9700000461
LT 2 DL390A PL71734 GRP: 2 PID 004094221	[REDACTED]	17772 97 Ave	.3642	9700010053 9700010053
LT 3 DL390A PL71734 GRP: 2 PID 004094263	[REDACTED]	17761 96 Ave	.6082	9700020034 9700020034
LT 3 DL 390A PL 16250	[REDACTED]	17631 97 Ave	.1123	9700020162
LT 4 DL 390A PL 16250	[REDACTED]	17643 97 Ave	.1121	9700030180 9700030180
LT 5 DL 390A PL 16250	[REDACTED]	17655 97 Ave	.1182	9700040124 9700040124
LT 5 DL 390A PL 23442	[REDACTED]	17874 97 Ave	.2844	9700040148 9700040148
LT 6 DL 390A PL 16250	[REDACTED]	17667 97 Ave	.1182	9700050142 9700050142

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 6 DL 390A PL 23442	[REDACTED]	17844 97 Ave	.4048	9700050166 9700050166 9700050166
LT 7 DL 390A PL 16250	[REDACTED]	17681 97 Ave	.1183	9700060081
LT 7 DL 390A PL 23442	[REDACTED]	17786 97 Ave	.5249	970006010X 970006010X 970006010X
LT 8 DL 390A PL 16250	[REDACTED]	17695 97 Ave	.1183	9700070128 9700070128
LT 8 DL 390A PL 23442	[REDACTED]	17807 96 Ave	.4064	9700070141 9700070141 9700070141
LT 9 DL 390A PL 16250	[REDACTED]	17705 97 Ave	.1183	9700080080 9700080080
LT 10 DL 390A PL 16250	[REDACTED]	17717 97 Ave	.1184	9700090061
LT 11 DL 390A PL 16250	[REDACTED]	17729 97 Ave	.1184	9700100121 9700100121
LT 12 DL 390A PL 23464	[REDACTED]	17775 97 Ave	.4065	970011014X

June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				970011014X
LT 13 DL 390A PL 23464	1079763 Bc Ltd	9724 177A St	.4053	9700120041
LT 14 DL 390A PL 23464		9738 177A St	.2426	9700130046
LT 15 D.L. 390A PL 23464	Lakers Contracting Ltd	17791 97 Ave	.4089	9700140040
LT 16 DL 390A PL 23464		17817 97 Ave	.3597	9700150021 9700150021
LT 17 DL 390A PL 23464		17835 97 Ave	.3395	9700160026 9700160026
LT 18 DL 390A PL 23464	1147430 Bc Ltd	17855 97 Ave	.3658	9700170020
LT 19 DL 390A PL 25643	Board Of Education School District No. 36 (Surrey)	9744 176 St	3.0523	9700180025
LT 31 DL 390 A G2 PL 37481		17841 96 Ave	.5203	9700300018 9700300018 9700300018 9700300018
LT 50 DL 390A PL 45112		17649 96 Ave	.5076	9700490026

June 18, 2019

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

Project File: 7818-0122-00
DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 51 D L 390 A PL 45112	Cci Holdings Inc	17670 97 Ave	.4278	9700500020
LOT 52 DL390A GP2 PL 50654		17710 97 Ave	.4549	9700505029
PCL A LT 2 BK C DL 390A EXP 14891		17811 96 Ave	.5156	9700900083
PT 1.58AC C DL 390A SK 10525 1.58AC	1125911 B C Ltd	17633 96 Ave	.6403	9700920148
012-893-269 DISTRICT LOT 390A NWD PARCE	17619 96th Avenue Holdings Ltd	17619 96 Ave	.2825	9700971405
PCL A (STAT R/W PL BCP26966) LT 2 SEC 3	South Coast Bc Transportation Authority	17734 96 Ave	.5499	8323900097
PCL A (STAT R/W PL BCP26968) LT 12 SEC 3	South Coast Bc Transportation Authority	17774 96 Ave	.4492	8323900085
PCL A (STAT R/W PL BCP26970) LT 14 SEC 3	South Coast Bc Transportation Authority	17834 96 Ave	.3956	8323900073
PCL A (STAT R/W PL BCP27063) LT 17 SEC 3	South Coast Bc Transportation Authority	17924 96 Ave	.2256	8323900061
Parcel A (Statutory right of way plan BC	Greater Vancouver Transportation Authority	17850 96 Ave	.4324	8323900152
Parcel A (Statutory right of way plan BC	South Coast Bc Transportation Authority	17694 96 Ave	.4392	8323900140
Parcel A (Statutory right of way plan BC	South Coast Bc Transportation Authority	17744 96 Ave	.475	8323900139

2019-06-18

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June 18, 2019

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

Project File: 7818-0122-00
 DWA File: 8418-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
Parcel A (Statutory right of way plan BC	South Coast Bc Transportation Authority	17804 96 Ave	.4537	8323900127
Parcel A (Statutory right of way plan BC	South Coast Bc Transportation Authority	17884 96 Ave	.3226	8323900115
LT 1 SC 32 T8 PLEPP42433	South Coast Bc Transportation Authority	17620 96 Ave	.8209	8323000098
LT 2 SC 32 T8 PLEPP42433	South Coast Bc Transportation Authority	9578 176 St	.8974	8323010092
LT 3 SC 32 T8 PLEPP42433	South Coast Bc Transportation Authority	9496 176 St	1.3891	8323020073

SCHEDULE "B"

DESCRIPTION OF WATER WORKS

Means and includes anything and everything required for the design, engineering, construction, and inspection of the water mains along Glenwood Crescent East (Cherryhill Crescent to 105 Avenue), 105 Avenue (Glenwood Crescent East to 168 Street), 168 Street (105 Avenue to Barnston Drive West), Barnston Drive West (168 Street to 173 Street), under Highway 1 (Barnston Drive West to 173 Street), within Tynehead Park (adjacent and under the pathway), 96 Avenue (173A Street to 178 Street) and connection at Cherryhill Crescent to the existing water main. The water mains to be upgraded are within the City 10-Year Servicing Plan as Project ID numbers 13173, 13174, 13175, 13176, 13177, 13201, 13271, and 13279.

SCHEDULE "C"

BENEFITING AREA MAP

