

CITY OF SURREY

BYLAW NO. 19882

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.

.....

- 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 [8518-0122-00-2] Bylaw, 2019, No. 19882"
- 2. The Council hereby authorizes the General Manager, Engineering to enter into a development works agreement 8518-0122-00-2, attached as Schedule A, and forming part of this Bylaw.

3. The Specified Charge, payable by the Owners shall not exceed the maximum amount specified in the Agreement as being Seventy-six thousand four hundred eleven dollars and fourteen cents (\$76,411.14) 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.

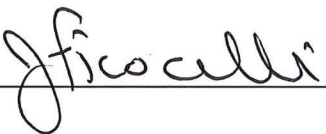
PASSED FIRST READING on the 8th day of July, 2019.

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 8518-0122-00-2 (Sanitary)**

**THIS AGREEMENT** dated for reference the 23<sup>rd</sup> day of July, 2019.

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104 Avenue  
City of 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 [8518-0122-00-2] By-law, 2019, No. 19882 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 Nine million two hundred seventy-four thousand sixty-seven dollars (\$9,274,067.00), 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 Owning” means the maximum amount that could be payable by the City to the Developer pursuant to this Agreement as Five million eight hundred seventy thousand six hundred sixty-eight dollars (\$5,870,668.00) 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 \$76,411.14, 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 Sanitary 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 Sanitary 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

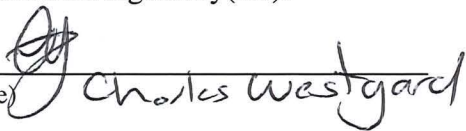


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General Manager, Engineering  
by his Authorized Designate, Sam Lau, P.Eng.  
Manager, Land Development

**ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP**

(Inc. No. BC1137365)

by its authorized signatory(ies):

(print name)  Charles Westgard

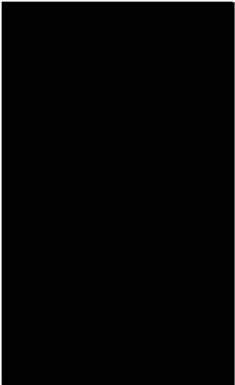
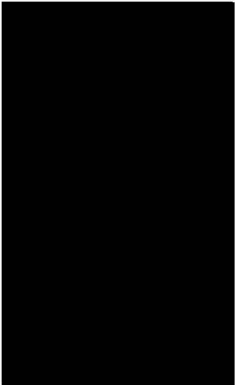
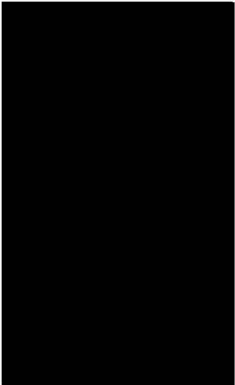
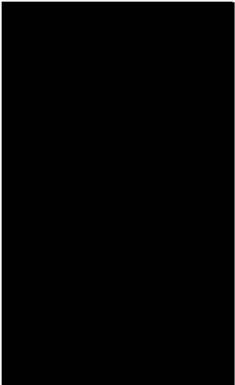
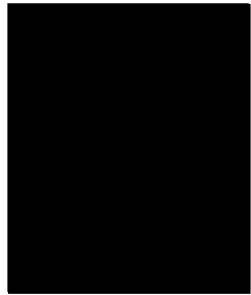
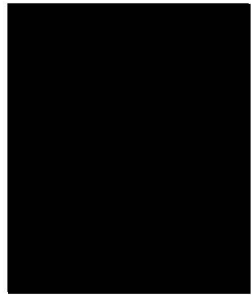
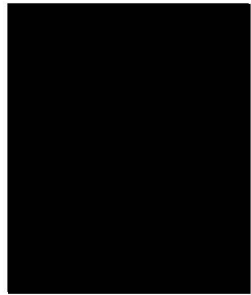
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(signature)



June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

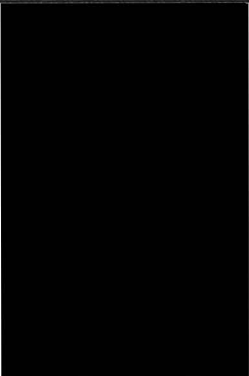
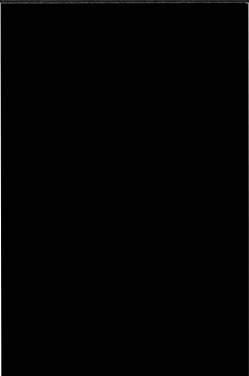
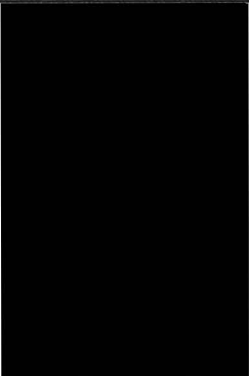
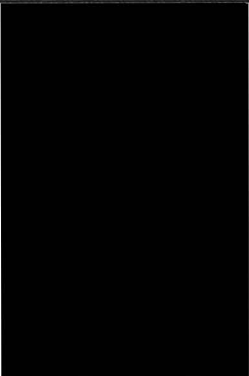
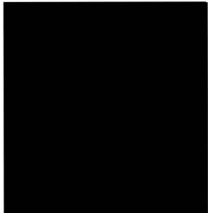
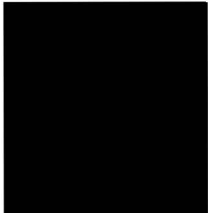

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
E 112.71' LT 1 NW1/4 SEC 31 T8PL 5994		16948 96 Ave	.4045	8313000028 8313000028
LT 1 NW SC 31 T8 PL70171 PART: NW1/4 PID		9348 Bothwell Dr	1.5665	831300003X 831300003X
011-183-918 LOT 1 SECTION 31 TOWNSHIP 8		16920 96 Ave	.3097	8313000041 8313000041
LT 1 NW SC 31 T8 PL70706 PART: NW1/4 PID		9420 Bothwell Dr	.4175	8313000053
LT 1 PT NW SEC 31 T8 PL 6968 2.0AC	1161252 B C Ltd	16972 96 Ave	.8094	8313000065
LT 1 NW SC 31 T8 PLLMP19397		17077 92 Ave	1.2074	8313000077 8313000077
LT 2 NW SC 31 T8 PL70704 PART: NW1/4 PID		9440 Bothwell Dr	.6947	8313010010 8313010010
LT 2 NW SEC 31 T8 PL 5994		16894 96 Ave	.1908	8313010022
LT 2 NW SC 31 T8 PL70171 PART: NW1/4 PID	A P U Enterprises Ltd	9330 Bothwell Dr	.3097	8313010034

SCHEDULE "A"

June 27, 2019

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

**Project File:** 7818-0122-00  
**DWA File:** 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 2 PT NW SEC 31 T8 PL 6968 2.0AC		17006 96 Ave	.8073	8313010046 8313010046 8313010046
LT 2 NW SC 31 T8 PL70706 PART: NW1/4 PID		9394 Bothwell Dr	.1739	8313010058
LT 2 NW SEC 31 T8 PL 7548 2.0AC		9255 172 St	.3674	831301006X 831301006X
LT 2 NW SC 31 T8 PLLMP19397		17121 92 Ave	.6118	8313010071 8313010071
LT 3 NW SEC 31 T8 PL 5994 2AC	Iqra Education Society	16842 96 Ave	.6402	8313020027
LT 3 PT NW SEC 31 T8 PL 6968 2.0AC		17044 96 Ave	.8091	8313020040 8313020040 8313020040
LT 3 NW SEC 31 T8 PL 7548		9293 172 St	.5577	8313020064 8313020064
BK 4 PT NW SEC 31 T8 PL 5994 1.01AC	Iqra Education Society	9542 168 St	.3102	8313030021
LT 4 NE PTN NW SEC 31 T8 PL 6968		17072 96 Ave	.3176	8313030045

June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

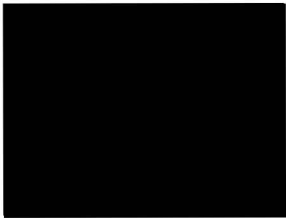
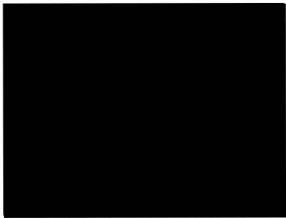
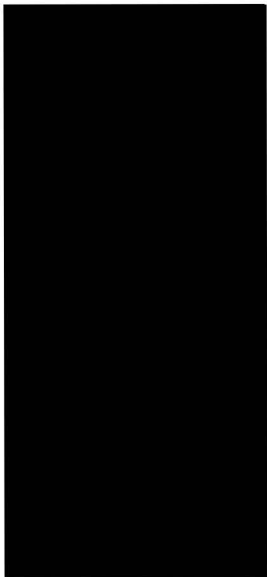
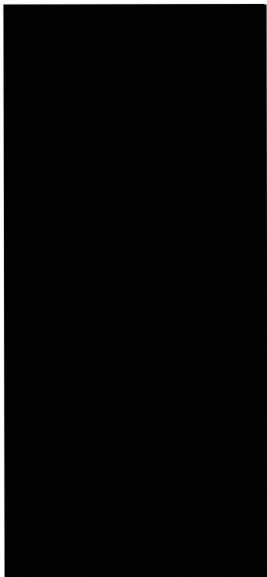
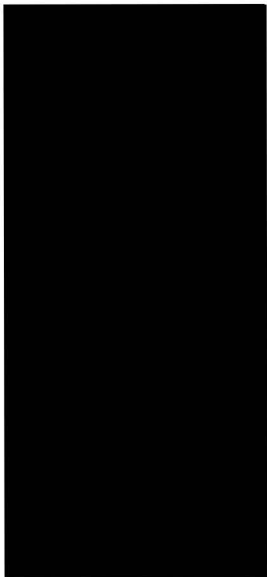
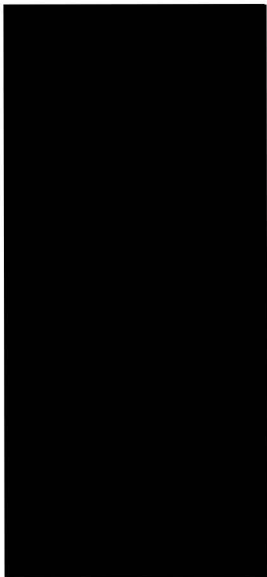
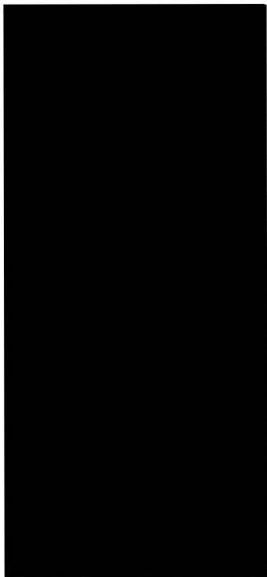
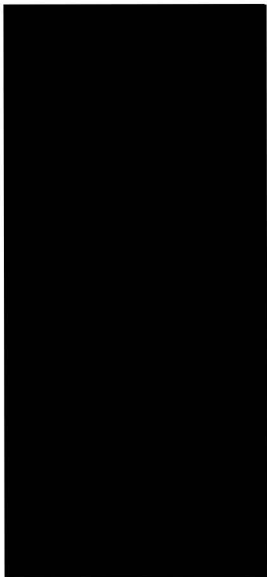
Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 4 PT NW SEC 31 T8 PL 7548 2.0AC	[REDACTED]	9323 172 St	.7111	8313030069 8313030069
LT 5 NE NW SEC 31 T8 PL 6968 2.0AC	0944325 Bc Ltd	17118 96 Ave	.5598	8313040026
S 1/2 5 NW SEC 31 T8 PL 7548 1.0AC	[REDACTED]	9343 172 St	.3634	831304004X 831304004X
N1/2 5 NW SEC 31 T8 PL 7548	[REDACTED]	9359 172 St	.3643	8313040063 8313040063
LT 6 NW SEC 31 T8 PL 6968	[REDACTED]	17162 96 Ave	.8093	8313050020 8313050020 8313050020
LT 6 NW SEC 31 T8 PL 7548	[REDACTED]	9387 172 St	.7241	8313050044 8313050044 8313050044 8313050044
LT 7 NW SEC 31 T8 PL 6968	Thien Ton Buddhist Society & Cultural Centre, Inc	17192 96 Ave	.5063	8313060025
LT 7 NW SEC 31 T8 PL 7548 2.0AC	[REDACTED]	9413 172 St	.7253	8313060049
LT 8 NW SEC 31 T8 PL 7548	[REDACTED]	9441 172 St	.7222	831307002X 831307002X

2019-06-27

June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 9 PT NW SEC 31 T8 PL 7548 2.0AC		17129 94A Ave	.7269	8313080024 8313080024
LT 10 PT NW SEC 31 T8 PL 7548 320636E		9503 172 St	1.2035	8313090029 8313090029
LT 11 NW SEC 31 T8 PL 19576	City Of Surrey	17109 94A Ave	.5049	8313100023
LT 12 NW SEC 31 T8 PL 19576		17089 94A Ave	.0287	8313110028 8313110028
LT 13 NW SEC 31 T8 PL 19576		17053 94A Ave	.4032	8313120022
LT 14 NW SEC 31 T8 PL 19576		17031 94A Ave	.4144	8313130027
LT 15 NW SEC 31 T8 PL 19576		17011 94A Ave	.3557	8313140021 8313140021
LT 16 NW SEC 31 T8 PL 19576		16983 94A Ave	.3041	8313150026 8313150026
LT 17 NW SEC 31 T8 PL 19576		16951 94A Ave	.2151	8313160020 8313160020

2019-06-27

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June 27, 2019

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

**Project File:** 7818-0122-00  
**DWA File:** 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 18 NW SEC 31 T8 PL 19576	[REDACTED]	16925 94A Ave	.2102	8313170025 8313170025
LT 19 NW SEC 31 T8 PL 19576	[REDACTED]	16889 94A Ave	.2105	831318002X
LT 20 NW SEC 31 T8 PL 19576	[REDACTED]	16873 94A Ave	0	8313190024 8313190024
LT 21 NW SEC 31 T8 PL 19576	Lam Ty Ni (Lumbini) Buddhist Temple	16837 94A Ave	.3172	8313200029
LT 22 NW SEC 31 T8 PL 19576	[REDACTED]	9504 168 St	0	8313210023 8313210023
LT 26 NW SEC 31 T8 PL 19576	[REDACTED]	16960 94A Ave	.1953	8313250021
LT 27 NW SEC 31 T8 PL 19576	[REDACTED]	16986 94A Ave	.213	8313260026 8313260026
LT 28 NW SEC 31 T8 PL 19576	[REDACTED]	17020 94A Ave	.209	8313270020 8313270020
LT 29 NW SEC 31 T8 PL 19576	Community Living Society	17070 94A Ave	.0916	8313280025
LT 30 NW SEC 31 T8 PL 19576	[REDACTED]	17104 94A Ave	.2962	831329002X



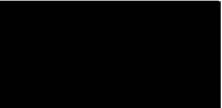
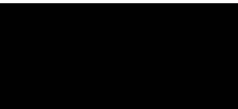

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June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 32 SC NW31 T8 PL39218		16836 94A Ave	0	8313310029 8313310029
LT 33 NW SEC 31 T8 PL39218	Five Rivers Community Services Society	9350 168 St	1.179	8313320023
LT 34 NW SEC 31 T8 PL39218	Five Rivers Community Services Society	9280 168 St	1.5665	8313330028
LT 35 SC NW31 T8 PL39218		9212 168 St	1.5097	8313340022
LT 36 SC NW31 T8 PL39218	Yczh Group Enterprises Ltd Beta Enterprises Ltd	9265 Bothwell Dr	1.4518	8313350027 8313350027
LT 37 NW SEC 31 T8 PL39218		9331 Bothwell Dr	1.1485	8313360021 8313360021
LT 38 NW SEC 31 T8 PL39218	0975855 Bc Ltd	9361 Bothwell Dr	1.1518	8313370026
LT 39 SC NW31 T8 PL39218		9455 Bothwell Dr	1.3634	8313380020
LT 41 SC NW31 T8 PL39218		9376 Bothwell Dr	1.5248	831340002X 831340002X 831340002X

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June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 43 SC NW31 T8 PL39218	A P U Enterprises Ltd	9306 Bothwell Dr	2.0255	8313420029
LT 45 SC NW31 T8 PL60053	1137365 Bc Ltd	17141 92 Ave	.0636	8313440028
LT 46 SC NW31 T8 PL60053	1137365 Bc Ltd	9235 172 St	.1411	8313450022
PCL A NW SEC 31 T8 REF 7089	0752765 Bc Ltd	9558 168 St	.1848	8313900027
PCL B NW SEC 31 T8 PL 15329F 0.5AC	Tynehead Community Association	9568 168 St	.2026	8313910021
PT NW SEC 31 T8	Bencar Holdings Inc	16822 96 Ave	.2007	8313971022
LT 1 1 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	9450 172 St	1.0429	8314000024
E 1/2 2 BK 1 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17252 96 Ave	.9147	8314010029
W 1/2 BK 2 1 NE SEC 31 T8 PL 6870 2.	Anniedale Commercial Developments Ltd	17246 96 Ave	.9147	8314010042
LT 2 BK 2 NE SEC 31 T8 PL 6870		17412 96 Ave	2.0244	8314010066
E 1/2 3 BK 1 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17288 96 Ave	.9147	8314020023
W1/2 3 BK 1 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17266 96 Ave	.9147	8314020047

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June 27, 2019

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

**Project File:** 7818-0122-00  
**DWA File:** 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 3 BK 2 NE SEC 31 T8 PL 6870	1137056 Bc Ltd	17446 96 Ave	1.9966	8314020060
LT 4 BK 1 NE SEC 31 T8 PL 6870	Anand Investments Ltd	17304 96 Ave	1.8295	8314030028
E 1/2 4 BK 2 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17490 96 Ave	.9938	8314030041
W1/2 4 2 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17460 96 Ave	.9986	8314030065
LT 5 BK 1 NE SEC 31 T8 PL 6870(EX PL"A"		17328 96 Ave	.4962	8314040046
LT 5 BK 2 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	17520 96 Ave	1.9316	831404006X
LT6 BK1 NE SEC31 T8 PLAN 6870	Anniedale Commercial Developments Ltd	9424 172 St	.7363	8314050015
LT 6 BK 2 NE SEC 31 T8 PL 6870 (E	1089411 Bc Ltd	17554 96 Ave	1.6544	8314050040
E LT 7 BK 1 NE SEC 31 T8 PL 6870		9385 173A St	.522	831406001X 831406001X
W1/2 LT 7 BK 1 NE SEC 31 T8 PL 6870 (O	Anniedale Commercial Developments Ltd	9400 172 St	.6033	8314060033
LT 7 EK 2 NE SEC 31 T8 PL 6870 (E	1089411 Bc Ltd	17566 96 Ave	1.5073	8314060045

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June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT8 BK1 NE SEC 31 T8 PL6870 EX PL45639		9365 173A St	.5038	8314070038 8314070038
LT 8 BK 2 NE SEC 31 T8 PL 6870		9419 176 St	1.9348	831407004X 831407004X 831407004X 831407004X
E 1/2 LT 9 BK 1 NE SEC 31 T8 PL 6870	Anniedale Commercial Developments Ltd	9327 173A St	.505	8314080020
W 1/2 9 BK 1 NE SEC 31 T8 PL 6870 2.		9316 172 St	.745	8314080044 8314080044
LT 9 BK 2 NE SEC 31 T8 PL 6870	1147612 Bc Ltd	9375 176 St	1.9188	8314080068
E1/2 LT 10 BK 1 NE SEC 31 T8 PL 6870		9285 173A St	.4505	8314090025 8314090025
W1/2 LT 10 BK 1 NE SEC 31 T8 PL 6870	11281 Holdings Ltd	9282 172 St	.8433	8314090037
S 114.4' BK 10 2 NE SEC 31 T8 PL 6870		9307 176 St	.7582	8314090049
N 86.8' BK 10 2 NE SEC 31 T8 PL 6870	Bc Transportation Financing Authority	9341 176 St	.5763	8314090062

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June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 10 BK 2 NE SEC 31 T8 PL 6870	Bc Transportation Financing Authority	9325 176 St	.5765	8314090086
LT 11 BK1 NE SEC 31 T8 PL 6870 (E)		9258 172 St	.9325	8314100031 8314100031
S 343' BK 11 2 NE SEC 31 T8 PL 6870 2.		17549 92 Ave	.5987	8314100043 8314100043
LT 11 BK 2 NE SEC 31 T8 PL 6870		9275 176 St	.661	8314100067 8314100067
LT 12 BK 2 NE SEC 31 T8 PL 6870		17545 92 Ave	1.5243	8314110048
N285.64'15 2 NE SEC 31 T8 PL 6870		9298 173A St	.5737	8314140028 8314140028
LT 15 BK 2 NE SEC 31 T8 PL 6870		9244 173A St	.5624	8314140041
LT 16 BK 2 NE SEC 31 T8 PL 6870		9312 173A St	1.5606	8314150022 8314150022
LT 17 BK 2 NE SEC 31 T8 PL 6870	City Of Surrey	9370 173A St	1.0494	8314160027
LT 18 2 NE SEC 31 T8 PL 6870		9420 173A St	1.939	8314170021

2019-06-27

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June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				8314170021
LT 20 BK 1 NE SEC 31 T8 PL 31467		9233 173A St	.6173	8314190020
LT 22 SC NE31 T8 PL60303		9236 172 St	.2964	831421002X
LT 23 SC NE31 T8 PL60303		17245 92 Ave	.2714	8314220024 8314220024
LT 24 BK 2 SC NE31 T8 PL61106		17437 92 Ave	.7226	8314230029 8314230029 8314230029 8314230029 8314230029
LT 25 BK 2 SC NE31 T8 PL61106		17447 92 Ave	.7286	8314240023 8314240023 8314240023 8314240023
LT A E 1/2 LT 11 BK 1 NE SEC 31 T8		9273 173A St	.4773	8314900011 8314900011
PCL A BK 6 2 NE SEC 31 T8 EXP 8904	1089411 Bc Ltd	17536 96 Ave	.1375	8314900023
PCL A BK 5 1 NE SEC 31 T8 EXP 21742	1160952 B C Ltd	9455 173A St	.5359	8314900047

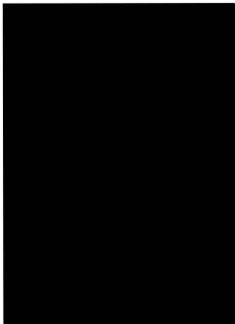
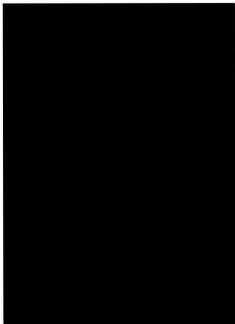
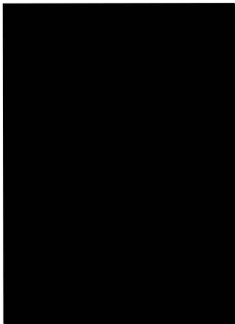
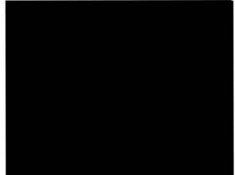
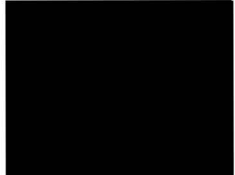
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June 27, 2019

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

Project File: 7818-0122-00  
 DWA File: 8518-0122-00-2

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
PCL A EXP PL45639 LT8 BK1 NE SEC 31 T8		9366 172 St	.623	8314900084
LT A NE SC 31 T8 PL77070 PART: NE1/4 PID		17372 96 Ave	.9614	8314900096 8314900096
LT A NE SC 31 T8 PL85150		17469 92 Ave	.7297	8314900102 8314900102 8314900102 8314900102
PCL B (G85020) LT 6 BK1 NE SEC 31 T8	0758650 Bc Ltd	9419 173A St	.7045	8314910028
LT B NE SC 31 T8 PL77070 PART: NE1/4 PID		9454 173A St	.2565	831491003X 831491003X
LT B NE SC 31 T8 PL85150 PART: NE1/4		17491 92 Ave	.7669	8314910041 8314910041

## SCHEDULE "B"

### DESCRIPTION OF SANITARY WORKS



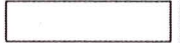
Means and includes anything and everything required for the design, engineering, construction, and inspection of the sanitary force mains along 92 Avenue (172 Street to Highway 15), Highway 15 (92 Avenue to 96 Avenue), within Tynehead Park (adjacent to the multi-use pathway), under Highway 1, and down 173 Street to connect to the proposed sanitary main along 173 Street. The sanitary force mains to be installed are within the City 10-Year Servicing Plan as Project ID numbers 13191, 13193, 13194, and 13197.

**SCHEDULE "C"**

**BENEFITTING AREA MAP**

**APLIN MARTIN**  
 ENGINEERING ARCHITECTURE PLANNING SURVEYING  
Aplin & Martin Corporation Ltd  
 201 - 1240 82 Avenue, Surrey, B.C. Canada V3R 3E9  
 Tel: (604) 587-9258, Fax: (604) 587-6067, Email: gma@aplina.com

**LEGEND**

- 400Ø FM SANITARY SEWER 
- BENEFITTING LANDS 
- EXCLUDED AREAS 

**BENEFITTING AREA MAP  
 FOR PROPOSED SEWER  
 DCCFEA 8218-0122-00-2  
 AND DWA 8518-0122-00-2**

Date: 18 SEPT 2018

DWG. No. 18-1007

Scale: N.T.S.

