CITY OF SURREY

BYLAW NO. 19885

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 [8518-0122-00-5] Bylaw, 2019, No. 19885"
- 2. The Council hereby authorizes the General Manager, Engineering to enter into a development works agreement 8518-0122-00-5, attached as Schedule A, and forming part of this Bylaw.

- The Specified Charge, payable by the Owners shall not exceed the maximum amount 3. specified in the Agreement as being Thirteen thousand fifty-four dollars and twenty-two cents (\$13,054.22) for each hectare of land, of lawful money of Canada.
- The capitalized terms in this Bylaw have the meanings as defined in Schedule A. 4.

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.

Stivelli CLERK

CITY OF SURREY

DEVELOPMENT WORKS AGREEMENT

Project 8518-0122-00-5 (Sanitary)

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 [8518-0122-00-5] By-law, 2019, No. 19885 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 One million four hundred four thousand eight hundred forty-five dollars (\$1,404,845.00), 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 One million one hundred thousand forty-five dollars (\$1,100,045.00) 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 \$13,054.22, 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 <u>CITY'S COSTS</u>

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

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.

- 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

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)

(signature)

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

Project File: DWA File: 7818-0122-00 8518-0122-00-5

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
E 1/2 5 N 1/2 SE SEC 32 T8 PL 5514 .5	1170792 B C Ltd	18190 92 Ave	1.983	8321040020
W 1/2 5 N 1/2 SE SEC 32 T8 PL 5514 5A	Moon Transport Ltd	18170 92 Ave	1.9896	8321040044
E 1/2 BK 6 N 1/2 SE SEC 32 T8PL 5514	1086785 Bc Ltd	18148 92 Ave	1.3172	8321050025
LT W 1/2 6 N 1/2 SE SEC 32 T8 PL 5514 5A		18118 92 Ave	.4627	8321050049 8321050049
LT 7 SC SE32 T8 PL5514 (EX PCL A (H13307		18038 92 Ave	3.8149	8321060043
LT 11 SC SE32 T8 PL43066	Ajms Holdings Ltd Mona Holdings Inc	18076 92 Ave	2.3654	8321100028 8321100028
LT PCLA LT7 SE SEC32 T8 PL5514(H133075E)		18012 92 Ave	.8044	8321900045 8321900045
LT 1 A&B SW SEC 32 T8 PL 7653 (EX PT 817	Annicdale Residential Developments Ltd	9130 176 St	3.1992	8322000029
LT 1 BK 1 A&B SW SEC 32 T8 PL 9215 1A		17696 92 Ave	.4048	8322000042 8322000042 8322000042 8322000042

SCHEDULE "A"

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

Project File: DWA File: 7818-0122-00 8518-0122-00-5

Legal Description Registered Owners Civic Address Tax Roll Number Area (ha) LT 2 LT 1&2 SW SEC 32 T8 PL 8172 (E Lakewood Anniedale Developments Ltd 17734 92 Ave 3.4839 8322010023 LT 2 BK 1 PCLS A&B SW SEC 32 T8 PL 9215 8322010047 17660 92 Ave .4049 8322010047 LT 3 EK 1 PCLS A&B SW SEC 32 T8 PL 9215 Bc Transportation Financing Authority 17616 92 Ave .2542 8322020041 0788223 Bc Ltd 8322030022 LT 4 BK A&B SW SEC 32 T8 PL 7653 17870 92 Ave 2,7401 W 333' BK 5 PCLS A&B SW SEC 32 T8 Lakewood Anniedale Developments Ltd 17928 92 Ave 2.7968 8322040027 8322040040 LT 5 PCLS A&B SW SEC 32 T8 PL 7653 (E Lakewood Annicdale Developments Ltd 17950 92 Ave 2.055 8322050021 LT 6 SW SEC 32 T8 PL 50575 17780 92 Ave 2.009 8322050021 0733497 Bc Ltd LT 7 SW SEC 32 T8 PL50575 17828 92 Ave 2.007 8322060026 PCL A BK 2 SW SEC 32 T8 EXP 12575 17718 92 Ave .2327 8322900028 8322900028 LT 1 50.23AC NW SEC 32 T8 PL 6082 (E 9356 176 St .6111 8323000037 8323000037 8323000037

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

Project File: DWA File:

7818-0122-00

8518-0122-00-5

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				8323000037 8323000037
LT 2 NW SEC 32 T8 PL 6062 (EX PL 506	Marathon Homes Anniedale Ltd	9436 176 St	4.9492	832301002X
E1/2 3 A NW SEC 32 T8 PL 7016	Garcha Properties Ltd	17835 92 Ave	1.8332	8323020048
W 1/2 LT 3 PCL A NW SEC 32 T8 PL 7016 (E		9278 178 St	.3075	8323020061 8323020061
E 1/2 4 PCL A NW SEC 32 T8 PL 7016 5.	Board Of Education School District No. 36 (Surrey)	17909 92 Ave	1.8329	8323030042
W 1/2 4 NW SEC 32 T8 PL 7016 5.0AC	Board Of Education School District No. 36 (Surrey)	17859 92 Ave	1.8333	8323030066
E1/2 5 PCL A NW SEC 32 T8 PL 7016		17988 93A Ave	1.8366	8323040011 8323040011
W1/2 5 PCL A NW SEC 32 T8 PL 7016	1173881 Be Ltd	17945 92 Ave	1.8858	8323040035
LT 6 NW SEC 32 T8 PL 23390 EXCEPT PL	Be Transportation Financing Authority	9210 176 St	.2237	8323050028
LT 7 NW SEC 32 T8 PL 23390 EXCEPT PL	Bc Transportation Financing Authority	9240 176 St	.2557	8323060022
LT 8 NW SEC 32 T8 PL 23390 EXCEPT PL	Be Transportation Financing Authority	9280 176 St	.2651	8323070027

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

Project File: DWA File:

Legal Description	Register	ed Owners	Civic Address	Area (ha)	Tax Roll Number
LT 19 NW SEC 32 T8	PL 42450		9290 178 St	.4085	8323180027 8323180027
LT 20 NW SEC 32 T8	PL 42450		9310 178 St	.4074	8323190021 8323190021
LT 21 NW SEC 32 T8	PL 42450		9330 178 St	.4074	8323200026 8323200026
LT 22 NW SEC 32 T8	PL 42450		9335 178 St	.4385	8323210020 8323210020
LT 23 NW SEC 32 T8	PL 42450		9311 178 St	.4389	8323220025 8323220025
LT 24 NW SEC 32 T8	PL 42450	*	9285 178 St	.4167	832323002X 832323002X
LT 25 NW SEC 32 T8	PL 42450 I-Home Enterprise Ltd	1	9277 178 St	.4161	8323240024
LT 26 NW SEC 32 T8	PL 42450		17765 92 Ave	.2586	8323250029 8323250029
LT 27 NW SEC 32 T8	PL 42450		17745 92 Ave	.3281	8323260023

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

Project File: DWA File:

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				8323260023
LT 28 NW SEC 32 T8 PL 42450		9272 177 St	.4129	8323270028 8323270028 8323270028
LT 29 NW SEC 32 T8 PL 42450		9324 177 St	.4052	8323280022 8323280022
LT 30 NW SEC 32 T8 PL 42450		9332 177 St	.4051	8323290027 8323290027
LT 31 NW SEC 32 T8 PL 49611		17795 93A Ave	.5057	832330001X 832330001X
LT 32 NW SEC 32 T8 PL 51623	•	9254 177 St	.4067	8323310026 8323310026
LT 33 NW SEC 32 T8 PL 51623		17705 92 Ave	.4066	8323320020 8323320020
LT 34 NW SEC 32 T8 PL 51622		17661 92 Ave	.4851	8323330025 8323330025
LT 35 NW SEC 32 T8 PL 51622		9261 177 St	.4046	832334002X 832334002X

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

Project File: DWA File:

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
				832334002X
LT 36 NW SEC 32 T8 PL 51622		9285 177 St	.4046	8323350024 8323350024
LT 37 NW SEC 32 T8 PL 54242		9303 177 St	.4046	8323360029 8323360029 8323360029
LT 38 NW SEC 32 T8 PL 54242	1132615 B C Ltd	9341 177 St	.7598	8323370023
LT 41 SC NW32 T8 PL60505		17813 94 Ave	.4047	8323400027 8323400027
LT 42 SC NW32 T8 PL60505		17837 94 Ave	.4048	8323410021
LT 43 SC NW32 T8 PL60505		17861 94 Ave	.4048	8323420026 8323420026
LT 44 SC NW32 T8 PL60505	·	17889 94 Ave	.3531	8323430020 8323430020
LT 45 SC NW32 T8 PL60505		17915 94 Ave	.2479	8323440025 8323440025

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

Project File: DWA File:

7818-0122-00 8518-0122-00-5

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 46 SC NW32 T8 PL60505		9475 180 St	.5382	832345002X 832345002X
LT 47 SC NW32 T8 PL60505	Maison Development & Construction Ltd	17820 94 Ave	.4047	8323460024
LT 48 SC NW32 T8 PL60505		17840 94 Ave	.4048	8323470029 8323470029
LT 49 SC NW32 T8 PL60505		17870 94 Ave	.4047	8323480023 8323480023
LT 50 SC NW32 T8 PL60505		17894 94 Ave	.4047	8323490028 8323490028
LT 51 SC NW32 T8 PL60505		17811 93A Ave	.4047	8323500022
LT 52 SC NW32 T8 PL60505		17841 93A Ave	.4047	8323505020
LT 53 SC NW32 T8 PL60505		17863 93A Ave	.4047	8323510027 8323510027
LT 54 SC NW32 T8 PL60505	17883 Ventures Ltd	17883 93A Ave	.4048	8323515025
LT 55 SC NW32 T8 PL60505	Maison Development & Construction Ltd Daljit S Dhanda	17922 94 Ave	.8094	8323520021 8323520021

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

Project File: DWA File:

Registered Owners	Civic Address	Area (ha)	Tax Roll Number
aison Development & Construction Ltd	17946 94 Ave	.8095	832352502X
	9367 180 St	.7871	8323530026 8323530026 8323530026
	9457 180 St	.422	8323535024
	17825 92 Ave	.3128	832390005X 832390005X 832390005X
* ************************************	18075 92 Ave	.3938	8324000045
	18067 92 Ave	1.4252	8324010026
	18086 94 Ave	1.6669	8324080028
ta Enterprises Ltd 77938 B C Ltd	9351 182 St	.7943	8324090022 8324090022
	9233 184 St	1.7598	8324120026 8324120026
t	ison Development & Construction Ltd	17946 94 Ave 9367 180 St 9457 180 St 17825 92 Ave 18075 92 Ave 18067 92 Ave 18086 94 Ave 18086 94 Ave	17946 94 Ave .8095 9367 180 St .7871 9457 180 St .422 17825 92 Ave .3128 18075 92 Ave .3938 18067 92 Ave .1.4252 18086 94 Ave .1.6669 a Enterprises Ltd .7943

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

Project File: DWA File:

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 13 NE SEC 32 T8 PL 1720 (EX S 348.		9257 184 St	1.4013	832412004X 832412004X
BK 15 NE SEC 32 T8 PL1720 (EX		9245 182 St	1.0368	8324140037 8324140037
W 297' BK 16 NE SEC 32 T8 PL 1720	Mann Family Developments Inc	18043 92 Ave	1.4633	832415002X
LT 17 N E SEC 32 T8 PL 27709		18120 94 Ave	.4045	8324160024 8324160024
LT 18 N E SEC 32 T8 PL 27709		18140 94 Ave	.4046	8324170029 8324170029
LT 19 NE SEC 32 T8 PL 27709		18160 94 Ave	.3583	8324180023 8324180023
LT 20 N E SEC 32 T8 PL 27709		9385 182 St	.2607	8324190028
LT 32 NE SEC 32 T8 PL 50130		18263 92 Ave	2.7519	8324310022 8324310022
LT 33 NE SEC 32 T2 PL 50130		18283 92 Ave	.4747	8324320027

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

Project File: DWA File:

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
PCL A (EXP 40072) OF LT 15 NE SEC 32 T8	Maison Development & Construction Ltd	18125 92 Ave	.1645	8324900019
PCL A BK 14 NE SEC 32 T8 EXP 12823		9264 182 St	.1452	8324900044 8324900044
013-238-841 SECTION 32 TOWNSHIP 8 NWD LO	Kamsing Enterprises Ltd Man Deck Enterprises Inc Sunho Enterprises Ltd 0732189 Bc Ltd 0732402 Bc Ltd Dms Holding Inc	18044 96 Ave	2.1246	8324971026 8324971026 8324971026 8324971026 8324971026
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
Pcl A (Stat R/W Pl BCP27064) of Lt 39 Se	South Coast Be Transportation Authority	9489 180 St	.4893	8323900103
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 Be Transportation Authority	17694 96 Ave	.4392	8323900140

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

Project File: DWA File:

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
Parcel A (Statutory right of way plan BC	South Coast Be Transportation Authority	17744 96 Ave	.475	8323900139
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 3 SC 32 T8 PLEPP42433	South Coast Be Transportation Authority	9496 176 St	1.3891	8323020073

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 Highway 15 (176 Street) between 92 Avenue and the future 176 Street pump Station. The sanitary force mains to be installed are within the City 10-Year Servicing Plan as Project ID number 13154.

SCHEDULE "C"

BENEFITING AREA MAP

