

NO: R130

COUNCIL DATE: July 8, 2024

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **June 28, 2024**

FROM: **General Manager, Engineering**

FILE: **8318-0122-00-1**

XC: **8618-0122-00-1**

7818-0122-03

7818-0305-00

SUBJECT: **Drainage Infrastructure Front-Ending Agreements to Support Development in the Anniedale-Tynehead Neighbourhood Concept Plan**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Authorize the General Manager, Engineering to execute Drainage Development Cost Charge Front-Ending Agreement 8318-0122-00-1 to an upset limit of \$2,282,000.00 (including all applicable taxes) attached to this report as Appendix "I"; and
2. Authorize the City Clerk to bring forward for the required readings the *Drainage Development Works Agreement [8618-0122-00-1] Bylaw, 2024, No. 21267*, to an upset limit of \$3,552,703.00 (including all applicable taxes) attached to this report as Appendix "II".

INTENT

The purpose of this report is to obtain approval for the City to enter into a Development Cost Charge Front-Ending Agreement ("DCCFEA") and a Development Works Agreement ("DWA") with Anniedale Land Development Limited Partnership by its general partner 1137365 BC Ltd. (the "Front-Ending Developer"), which enables the potential reimbursement of drainage infrastructure, being front-ended, from development on the benefiting lands, as illustrated in Appendix "III".

BACKGROUND

The Engineering Department's 10-Year Servicing Plan ("10YSP") establishes the City's capital expenditure plan for the construction of engineering infrastructure to service existing neighbourhoods and to support new growth across the City, and the identified growth-related components in the 10YSP are used to determine the DCC rates for engineering infrastructure. At the March 6, 2023 Regular Council Meeting, Council approved the 10YSP (2023-2032). At the May 6, 2024 Regular Council Meeting, Council adopted the 2024 DCC rates.

Staff in the Engineering Department have been working through the development servicing design process with the Front-Ending Developer in the Anniedale-Tynehead Neighbourhood Concept Plan (“NCP”), who is proposing to construct approximately 510 metres of drainage trunk sewer along 92 Avenue from west of Bothwell Drive to 172 Street, as shown on Appendix “III”.

These works are eligible for NCP area-specific DCC reimbursements by the City; however, the NCP area-specific DCC reimbursements will leave a funding shortfall between the 10YSP costs and the estimated cost of the works based on detailed designs, the balance of which the Front-Ending Developer is proposing be recovered from the benefiting lands through a DWA Specified Charge.

Use of the DCCFEA and the DWA are means of financing the construction of services for the Anniedale-Tynehead NCP that are contained in the 10YSP and are in keeping with City Policies H-55 and H-56, attached to this report as Appendix “IV”.

DISCUSSION

The Front-Ending Developer is proceeding with development on several sites within the NCP. The construction of the drainage infrastructure works is required to allow development to proceed on those sites and will also benefit other lands in the NCP.

Since these works are necessary to proceed with development, the Front-Ending Developer has offered to front-end the cost of these works, provided that it receives NCP area-specific DCCs and the DWA Specified Charge the City collects from subsequent development within the benefiting areas. The DCCFEA and the DWA provide for the payment of funds collected by the City to the Front-Ending Developer, but do not create any other financial obligations between the City and the Front-Ending Developer.

Consistent with City Policies, the DCCFEA and the DWA would remain in effect for 15 years after the completion date to which they apply or conclude early if the full cost recovery is achieved prior to the end of the term.

The DCCFEA, as proposed, will not affect the reasonable implementation of other components of the City’s NCP area-specific DCC program or the 10YSP. The infrastructure projects are currently identified and partially funded in the 10YSP based on DCCs that have been collected through existing development in the NCP. The DCCFEA will specify that any NCP area-specific DCCs collected in the future from the benefiting lands will be used to reimburse the Front-Ending Developer for the capital costs and other eligible expenses related to the works.

The NCP area-specific DCCs that may be collected by the City from the benefiting lands are not enough to fully recover the costs for the subject works; hence, over and above the recoveries available from the DCCFEA, the DWA is required to facilitate recovery of the funding shortfall. The DWA Specified Charge will be collected from the developers/owners of the benefiting lands, applicable to each project, in the future at the time of an application for development or connection.

Pursuant to Section 570 of the *Local Government Act*, a DWA may only be required where a sufficient petition for the DWA has been presented to Council. The Front-Ending Developer has undertaken the DWA petition process with the owners of the lands within the benefiting area. Pursuant to Section 212 of the *Community Charter*, the City Clerk has received and certified the petition to be sufficient. The petition included the information required by Section 570(5) of the *Local Government Act*. The petition criteria were deemed sufficient with 50.49% benefiting lands and 66.74% assessed lands indicate their support.

The Front-Ending Developer will post securities for the construction of the subject works through the normal Servicing Agreement process.

Legal Services Review

This report and related agreement have been reviewed by Legal Services.

FUNDING

The cost of construction of the works will be financed by the Front-Ending Developer. The DCCFEA and the DWA each have a term of 15 years after the completion date, which is on or before December 1, 2025, regardless of the amount of the recoveries that the Front-Ending Developer has achieved at that time under each agreement.

CONCLUSION

The Engineering Department recommends that Council authorize the execution of the DCCFEA and the DWA as discussed in this report.

Scott Neuman, P.Eng.
General Manager, Engineering

SSL/cc

- Appendix "I" - Development Cost Charge Front-Ending Agreement 8318-0122-00-1
- Appendix "II" - Development Works Agreement [8618-0122-00-1] Bylaw, 2024, No. 21267
- Appendix "III" - Benefiting Area Map for Proposed Drainage Development Cost Charge Front-Ending Agreement 8318-0122-00-1 and Development Works Agreement 8618-0122-00-1
- Appendix "IV" - City Policy H-55 and H-56

CITY OF SURREY

DEVELOPMENT COST CHARGE FRONT-ENDING AGREEMENT

8318-0122-00-1
(Drainage)

THIS AGREEMENT dated for reference the _____ day of _____, 20__.

BETWEEN:

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

(the "City")

OF THE FIRST PART**AND:**

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
by its general partner 1137365 BC LTD.
#201, 15272 Croydon Drive
Surrey, BC, 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 Owners" in Schedule "A".
- C. The Works (as hereinafter defined) are contained within the City's 10-Year Servicing Plan and the Developer has requested 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 passed a resolution on _____ authorizing the parties to enter into this Development Cost Charge Front-Ending Agreement pursuant to the *Act*, for the provision of the Works.

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 the *Local Government Act*, R.S.B.C. 2015, c.1, as amended;

"Agreement" means this Agreement including 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 costs to be incurred by the Developer to construct the Works and is estimated to be the sum of two million two hundred eighty-two thousand (\$2,282,000.00) Canadian Dollars, including applicable taxes, which may only be reduced in accordance with Section 2.3;

“City” means the City of Surrey;

“Completion Date” means on or before December 1, 2025;

“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 Bylaw;

“Development Cost Charge Bylaw” means Surrey Development Cost Charge By-law, 2024, No. 21174, as amended;

“General Manager Engineering” means the officer appointed by Council pursuant to Surrey Officers and Indemnification Bylaw, 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 is the Capital Cost without any interest;

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

“Subdivision and Development By-law” means Surrey Subdivision and Development By-law, 1986, No. 8830, as amended;

“Substantial Performance” means the stage of completion when all of the Works, as certified by the Professional Engineer, is capable of completion or correction at a cost of not more than:

- (a) 3% of the first \$500,000 of the head contract price,
- (b) 2% of the next \$500,000 of the head contract price, and
- (c) 1% of the balance of the head contract price; and

the Works, or a substantial part of it, is ready for use or is being used for the purpose intended;

“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 fifteen years after the Completion Date; and

“Works” means 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 Developer covenants and agrees to attain Substantial Performance of the Works on or before the Completion Date.

- .3 The Developer acknowledges and agrees that the City is only obligated to pay the Maximum Amount Owing to the Developer in accordance with Section 3.5 despite the final cost being in excess of the Capital Cost. The Developer covenants and agrees to provide the City with a certificate of Substantial Performance, an invoice detailing the actual cost and any other items required by the City, on the Developer's letterhead, certified by the Professional Engineer who designed the Works, in order for the City to determine the final cost. If the final cost is less than the Capital Cost, the City will issue a letter confirming the reduction in the value of the Capital Cost.

3 PAYMENT FOR WORKS

- .1 The City is not responsible for financing any of the costs of the Works.
- .2 In consideration of the completion of the Works by the Developer, on or before the Completion Date, to the satisfaction of the General Manager Engineering, without incurring any cost to the City, the City agrees to collect Drainage Development Cost Charge from the Owners within the Benefiting Area for each subdivision or building permit in accordance with the Development Cost Charge Bylaw up to the Maximum Amount Owing within the Benefiting Area.
- .3 The City agrees to reimburse the Developer up to the Maximum Amount Owing the Development Cost Charge collected pursuant to this Agreement as follows:
 - (a) to the extent the Drainage component of the Development Cost Charge has been collected from any Owners;
 - (b) the City shall only be obligated to pay to the extent the City actually receives the Drainage Development Cost Charge component from 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.
- .4 Subject to Section 3.3 the City shall pay the Developer at the address of the Developer as set forth in Section 7 or at such other address as the Developer shall provide by registered mail. If any 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 for any use the City determines.
- .5 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 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 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 parties agree to the Term of this Agreement and that time is of the essence.
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at the Developer's 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.
- .4 The parties acknowledge and agree that the Term will not be extended in the event the Developer does not attain Substantial Performance of the Works on or before the Completion Date.

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 the Developer's 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 \$7,229.25 which includes GST. The City acknowledges the receipt of payment by Receipt No. 71905913 paid to the City on January 20, 2023 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 as follows:

- (a) to the Developer:

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
by its general partner 1137365 BC LTD.
#201, 15272 Croydon Drive
Surrey, BC, V3Z 0Z5

of such change of address as the Developer has, by written notification, forwarded to the City as follows:

- (b) to the City:

City of Surrey
Engineering Department
13450 – 104 Avenue
Surrey, BC, 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:
 - (a) if delivered, on the date of delivery; or
 - (b) 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" - Benefiting Area and Owners
- (b) Schedule "B" - Description of Works
- (c) Schedule "C" - Benefiting Area Map

12 CONFLICT

Schedule "C" is a sketch of the Benefiting Area. 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

Scott Neuman, P.Eng.
General Manager, Engineering

ANNIDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
by its general partner 1137365 BC LTD.
by its authorized signatory:

Original signed by N. Porter

Norman Porter
Vice President and Treasurer

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
E 112.71' LT 1 NW1/4 SEC 31 T8PL 5994	s. 22(1)	16948 96 Ave	007-524-773	8313000028
LT 1 NW SC 31 T8 PL70171 PART: NW1/4 PID	s. 22(1)	9348 Bothwell Dr	002-084-562	831300003X
011-183-918 LOT 1 SECTION 31 TOWNSHIP 8	s. 22(1)	16920 96 Ave	011-183-918 011-183-918	8313000041 8313000041
LT 1 NW SC 31 T8 PL70706 PART: NW1/4 PID	s. 22(1)	9420 Bothwell Dr	002-797-909	8313000053
LT 1 PT NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	16972 96 Ave	011-096-276	8313000065
LT 2 NW SC 31 T8 PL70704 PART: NW1/4 PID	s. 22(1)	9440 Bothwell Dr	002-795-752 002-795-752	8313010010 8313010010
LT 2 NW SEC 31 T8 PL 5994	s. 22(1)	16894 96 Ave	011-183-951	8313010022
LT 2 NW SC 31 T8 PL70171 PART: NW1/4 PID	s. 22(1)	9330 Bothwell Dr	002-084-571	8313010034
LT 2 PT NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	17006 96 Ave	007-585-560	8313010046
LT 2 NW SC 31 T8 PL70706 PART: NW1/4 PID	s. 22(1)	9394 Bothwell Dr	002-797-917	8313010058

BENEFITING AREA AND OWNERS
SCHEDULE "A"

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
LT 2 NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	9255 172 St	008-834-083 008-834-083	831301006X 831301006X
LT 2 NW SC 31 T8 PLLMP19397	s. 22(1)	17121 92 Ave	018-991-777	8313010071
LT 3 NW SEC 31 T8 PL 5994 2AC	s. 22(1)	16842 96 Ave	011-183-977	8313020027
LT 3 PT NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	17044 96 Ave	003-183-190 003-183-190 003-183-190	8313020040 8313020040 8313020040
LT 3 NW SEC 31 T8 PL 7548	s. 22(1)	9293 172 St	011-245-107 011-245-107	8313020064 8313020064
BK 4 PT NW SEC 31 T8 PL 5994 1.01AC	s. 22(1)	9542 168 St	011-183-993	8313030021
LT 4 NE PTN NW SEC 31 T8 PL 6968	s. 22(1)	17072 96 Ave	011-096-284 011-096-284	8313030045 8313030045
LT 4 PT NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	9323 172 St	011-245-115	8313030069
LT 5 NE NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	17118 96 Ave	011-096-306	8313040026
S 1/2 5 NW SEC 31 T8 PL 7548 1.0AC	s. 22(1)	9343 172 St	011-245-140	831304004X

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
N1/2 5 NW SEC 31 T8 PL 7548	s. 22(1)	9359 172 St	011-245-131	8313040063
LT 6 NW SEC 31 T8 PL 6968	s. 22(1)	17162 96 Ave	011-096-322 011-096-322 011-096-322	8313050020 8313050020 8313050020
LT 6 NW SEC 31 T8 PL 7548	s. 22(1)	9387 172 St	011-245-158 011-245-158 011-245-158 011-245-158	8313050044 8313050044 8313050044 8313050044
LT 7 NW SEC 31 T8 PL 6968	s. 22(1)	17192 96 Ave	002-082-632	8313060025
LT 7 NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	9413 172 St	011-245-174	8313060049
LT 8 NW SEC 31 T8 PL 7548	s. 22(1)	9441 172 St	011-245-191 011-245-191	831307002X 831307002X
LT 9 PT NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	17129 94A Ave	001-169-165	8313080024
LT 10 PT NW SEC 31 T8 PL 7548 320636E	s. 22(1)	9503 172 St	011-245-204 011-245-204	8313090029 8313090029
LT 11 NW SEC 31 T8 PL 19576	s. 22(1)	17109 94A Ave	000-710-831	8313100023

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
LT 12 NW SEC 31 T8 PL 19576	s. 22(1)	17089 94A Ave	010-508-074 010-508-074	8313110028 8313110028
LT 13 NW SEC 31 T8 PL 19576	s. 22(1)	17053 94A Ave	010-508-091	8313120022
LT 14 NW SEC 31 T8 PL 19576	s. 22(1)	17031 94A Ave	010-508-112	8313130027
LT 15 NW SEC 31 T8 PL 19576	s. 22(1)	17011 94A Ave	001-083-198 001-083-198	8313140021 8313140021
LT 16 NW SEC 31 T8 PL 19576	s. 22(1)	16983 94A Ave	010-508-139 010-508-139	8313150026 8313150026
LT 17 NW SEC 31 T8 PL 19576	s. 22(1)	16951 94A Ave	010-508-147 010-508-147	8313160020 8313160020
LT 18 NW SEC 31 T8 PL 19576	s. 22(1)	16925 94A Ave	010-508-171 010-508-171	8313170025 8313170025
LT 19 NW SEC 31 T8 PL 19576	s. 22(1)	16889 94A Ave	000-461-814 000-461-814 000-461-814 000-461-814	831318002X 831318002X 831318002X 831318002X
LT 20 NW SEC 31 T8 PL 19576	s. 22(1)	16873 94A Ave	010-508-309	8313190024

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
	s. 22(1)		010-508-309	8313190024
LT 21 NW SEC 31 T8 PL 19576	s. 22(1)	16837 94A Ave	010-508-317	8313200029
LT 22 NW SEC 31 T8 PL 19576	s. 22(1)	9504 168 St	010-508-325 010-508-325 010-508-325	8313210023 8313210023 8313210023
LT 26 NW SEC 31 T8 PL 19576	s. 22(1)	16960 94A Ave	000-592-706	8313250021
LT 27 NW SEC 31 T8 PL 19576	s. 22(1)	16986 94A Ave	010-508-341 010-508-341	8313260026 8313260026
LT 28 NW SEC 31 T8 PL 19576	s. 22(1)	17020 94A Ave	001-113-267 001-113-267	8313270020 8313270020
LT 29 NW SEC 31 T8 PL 19576	s. 22(1)	17070 94A Ave	010-508-350	8313280025
LT 30 NW SEC 31 T8 PL 19576	s. 22(1)	17104 94A Ave	010-508-376 010-508-376 010-508-376 010-508-376 010-508-376	831329002X 831329002X 831329002X 831329002X 831329002X
LT 41 SC NW31 T8 PL39218	s. 22(1)	9376 Bothwell Dr	008-578-401 008-578-401	831340002X 831340002X

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
	s. 22(1)		008-578-401	831340002X
LT 43 SC NW31 T8 PL39218	s. 22(1)	9306 Bothwell Dr	008-578-427	8313420029
LT 45 SC NW31 T8 PL60053	s. 22(1)	17141 92 Ave	002-353-911	8313440028
LT 46 SC NW31 T8 PL60053	s. 22(1)	9235 172 St	002-353-938	8313450022
PCL A NW SEC 31 T8 REF 7089	s. 22(1)	9558 168 St	004-600-886 004-600-886	8313900027 8313900027
PCL B NW SEC 31 T8 PL 15329F 0.5AC	s. 22(1)	9568 168 St	013-238-558	8313910021
PT NW SEC 31 T8	s. 22(1)	16822 96 Ave	013-238-442	8313971022
LT 1 1 NE SEC 31 T8 PL 6870	s. 22(1)	9450 172 St	011-238-143	8314000024
E 1/2 2 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17252 96 Ave	011-238-178	8314010029
W 1/2 BK 2 1 NE SEC 31 T8 PL 6870 2.	s. 22(1)	17246 96 Ave	011-238-186	8314010042
LT 2 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17412 96 Ave	011-239-093	8314010066

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
E 1/2 3 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17288 96 Ave	011-238-208	8314020023
W1/2 3 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17266 96 Ave	011-238-216	8314020047
LT 3 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17446 96 Ave	004-947-924	8314020060
LT 4 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17304 96 Ave	000-573-507	8314030028
E 1/2 4 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17490 96 Ave	011-239-123	8314030041
W1/2 4 2 NE SEC 31 T8 PL 6870	s. 22(1)	17460 96 Ave	011-239-115	8314030065
LT 5 BK 1 NE SEC 31 T8 PL 6870(EX PLA	s. 22(1)	17328 96 Ave	011-238-283	8314040046
LT 5 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17520 96 Ave	011-239-158	831404006X
LT6 BK1 NE SEC31 T8 PLAN 6870	s. 22(1)	9424 172 St	011-238-356	8314050015
LT 6 BK 2 NE SEC 31 T8 PL 6870 (E	s. 22(1)	17554 96 Ave	011-239-247	8314050040
E LT 7 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9385 173A St	011-238-381 011-238-381	831406001X 831406001X

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
W1/2 LT 7 BK 1 NE SEC 31 T8 PL 6870 (O	s. 22(1)	9400 172 St	011-238-411	8314060033
LT 7 EK 2 NE SEC 31 T8 PL 6870 (E	s. 22(1)	17566 96 Ave	011-239-310	8314060045
LT8 BK1 NE SEC 31 T8 PL6870 EX PL45639	s. 22(1)	9365 173A St	011-238-429 011-238-429	8314070038 8314070038
LT 8 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9419 176 St	011-239-328	831407004X
E 1/2 LT 9 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9327 173A St	011-238-542	8314080020
W 1/2 9 BK 1 NE SEC 31 T8 PL 6870 2.	s. 22(1)	9316 172 St	011-238-518 011-238-518	8314080044 8314080044
LT 9 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9375 176 St	011-239-336	8314080068
E1/2 LT 10 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9285 173A St	001-848-534	8314090025
W1/2 LT 10 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9282 172 St	011-238-569 011-238-569	8314090037 8314090037
S 114.4' BK 10 2 NE SEC 31 T8 PL 6870	s. 22(1)	9307 176 St	011-239-379	8314090049
N 86.8' BK 10 2 NE SEC 31 T8 PL 6870	s. 22(1)	9341 176 St	011-239-387	8314090062

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
LT 10 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9325 176 St	011-239-395	8314090086
LT 11 BK1 NE SEC 31 T8 PL 6870 (E	s. 22(1)	9258 172 St	011-238-615	8314100031
S 343' BK 11 2 NE SEC 31 T8 PL 6870 2.	s. 22(1)	17549 92 Ave	002-303-469 002-303-469	8314100043 8314100043
LT 11 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9275 176 St	011-239-409	8314100067
LT 12 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17545 92 Ave	011-239-417	8314110048
N285.64'15 2 NE SEC 31 T8 PL 6870	s. 22(1)	9298 173A St	000-937-622 000-937-622	8314140028 8314140028
LT 15 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9244 173A St	011-239-425	8314140041
LT 16 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9312 173A St	011-239-433 011-239-433	8314150022 8314150022
LT 17 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9370 173A St	011-239-441	8314160027
LT 18 2 NE SEC 31 T8 PL 6870	s. 22(1)	9420 173A St	011-239-468 011-239-468	8314170021 8314170021

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
LT 20 BK 1 NE SEC 31 T8 PL 31467	s. 22(1)	9233 173A St	000-447-641	8314190020
LT 22 SC NE31 T8 PL60303	s. 22(1)	9236 172 St	002-479-320	831421002X
LT 23 SC NE31 T8 PL60303	s. 22(1)	17245 92 Ave	000-672-513 000-672-513	8314220024 8314220024
LT 24 BK 2 SC NE31 T8 PL61106	s. 22(1)	17437 92 Ave	007-904-096 007-904-096 007-904-096 007-904-096 007-904-096	8314230029 8314230029 8314230029 8314230029 8314230029
LT 25 BK 2 SC NE31 T8 PL61106	s. 22(1)	17447 92 Ave	002-092-689 002-092-689 002-092-689 002-092-689	8314240023 8314240023 8314240023 8314240023
LT A E 1/2 LT 11 BK 1 NE SEC 31 T8	s. 22(1)	9273 173A St	001-969-447	8314900011
PCL A BK 6 2 NE SEC 31 T8 EXP 8904	s. 22(1)	17536 96 Ave	008-900-299	8314900023
PCL A BK 5 1 NE SEC 31 T8 EXP 21742	s. 22(1)	9455 173A St	011-238-259	8314900047

June 28, 2024

City of Surrey
Schedule "A"
Legal Description and Registered Owners

Project File: 7818-0122-00
DCC Frontender File: 8318-0122-00-1

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
PCL A BK 7 2 NE SEC 31 T8 REF 22875	s. 22(1)	9541 176 St	011-239-298	8314900060
PCL A EXP PL45639 LT8 BK1 NE SEC 31 T8	s. 22(1)	9366 172 St	011-238-461	8314900084
LT A NE SC 31 T8 PL77070 PART: NE1/4 PID	s. 22(1)	17372 96 Ave	010-073-442	8314900096
LT A NE SC 31 T8 PL85150	s. 22(1)	17469 92 Ave	015-946-614 015-946-614 015-946-614 015-946-614	8314900102 8314900102 8314900102 8314900102
PCL B (G85020) LT 6 BK1 NE SEC 31 T8	s. 22(1)	9419 173A St	011-238-313	8314910028
LT B NE SC 31 T8 PL77070 PART: NE1/4 PID	s. 22(1)	9454 173A St	010-073-485	831491003X
LT B NE SC 31 T8 PL85150 PART: NE1/4	s. 22(1)	17491 92 Ave	015-946-622 015-946-622	8314910041 8314910041

SCHEDULE "B"

DESCRIPTION OF WORKS

Design, construct and inspect the Trunk Main on 92 Avenue west of Bothwell Drive to 172 Street complete with all required appurtenances.

SCHEDULE "C"

BENEFITING AREA MAP



APLIN MARTIN
 ENGINEERING ARCHITECTURE INTERIOR DESIGN
 3010 Lakeside Dr. Suite 100, Stoney Creek, Ontario L3R 9V7
 Tel: (905) 709-8888 / Fax: (905) 709-8889 / Email: general@aplinmartin.com

LEGEND



BENEFITING LANDS

1

PARCEL NUMBERS

TRUNK SEWER WORKS

BENEFITING AREA MAP

DCCFEA 8318-0122-00-1

DWA 8618-0122-00-1

DATE: JUNE 2023

DWG. NO. 17-407C-DCCFE-D1

SCALE N.T.S.

CITY OF SURREY

BYLAW NO. 21267

A bylaw to enter into a development works agreement which authorizes 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*, 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 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 [8618-0122-00-1] Bylaw, 2024, No. 21267."
- 2. The Council hereby authorizes the General Manger, Engineering to enter into a development works agreement 8618-0122-00-1 attached as Schedule "1", and forming part of this Bylaw (the "Development Works Agreement").
- 3. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall not exceed the maximum amount specified in the petition as being fifty-one thousand fifty-nine dollars and twenty-six cents (\$51,059.26) for each hectare of land of lawful money of Canada.
- 4. The capitalized terms in this Bylaw have the meanings as defined in Schedule "1".

PASSED FIRST READING on the _____ day of _____,2024.

PASSED SECOND READING on the _____ day of _____,2024.

PASSED THIRD READING on the _____ day of _____,2024.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____ day of _____, _____.

_____MAYOR

_____CLERK

CITY OF SURREY

DEVELOPMENT WORKS AGREEMENT

Project 8618-0122-00-1
(Drainage)

THIS AGREEMENT dated for reference the _____ day of _____, 20__.

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue
Surrey, BC, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
by its general partner 1137365 BC LTD.
#201, 15272 Croydon Drive
Surrey, BC, 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 Owners" 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 [8618-0122-00-1] Bylaw, 2024, No. 21267 on _____, 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 (the "Development Works Agreement Bylaw").

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 the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended;

"Agreement" means this Agreement including 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”;

“City” means the City of Surrey;

“Completion Date” means on or before December 1, 2025;

“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 Bylaw;

“Development Cost Charge Bylaw” means Surrey Development Cost Charge Bylaw, 2024, No. 21174, as amended;

“Development Works Agreement Bylaw” means the bylaw specified in recital E.;

“General Manager Engineering” means the officer appointed by Council pursuant to Surrey Officers and Indemnification Bylaw, 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 is the Petition Cost plus 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 Owners” in Schedule “A” attached hereto;

“Petition Cost” means the costs to be incurred by the Developer to construct the Works and is estimated to be the sum of three million five hundred fifty-two thousand seven hundred three (\$3,552,703.00) Canadian Dollars, including applicable taxes, which may only be reduced in accordance with Section 2.3;

“Specified Charge” means a debt payable to the City in the maximum amount of fifty-one thousand fifty-nine dollars and twenty-six cents (\$51,059.26), for each hectare of land to be developed as approved by the City, which may only be reduced in accordance with Section 2.3 herein, plus 5% interest compounded annually, in accordance with the bylaws of the City;

“Substantial Performance” means the stage of completion when all of the Works, as certified by the Professional Engineer, is capable of completion or correction at a cost of not more than:

- (a) 3% of the first \$500,000 of the head contract price,
- (b) 2% of the next \$500,000 of the head contract price, and
- (c) 1% of the balance of the head contract price; and

the Works, or a substantial part of it, is ready for use or is being used for the purpose intended;

“Subdivision and Development Bylaw” means Surrey Subdivision and Development Bylaw, 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 fifteen years after the Completion Date; and

“Works” means 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 Developer covenants and agrees to attain Substantial Performance of the Works on or before the Completion Date.
- .3 The Developer acknowledges and agrees that the City is only obligated to pay the Maximum Amount Owing to the Developer in accordance with Section 3.5 despite the final cost being in excess of the Petition Cost. The Developer covenants and agrees to provide the City with a certificate of Substantial Performance, an invoice detailing the actual cost and any other items required by the City, on the Developer's letterhead, certified by the Professional Engineer who designed the Works, in order for the City to determine the final cost. If the final cost is less than the Petition Cost, the City will issue a letter confirming the reduction in the value of the Petition Cost and the Specified Charge.

3 PAYMENT FOR WORKS

- .1 The City is not responsible for financing any of the costs of the Works.
- .2 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .3 Until the Specified Charge is paid, Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:
 - (a) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of real property of the Owners within the Benefiting Area; or
 - (b) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .4 In consideration of the completion of the Works by the Developer on or before the Completion Date, 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 Bylaw up to the Maximum Amount Owing within the Benefiting Area.
- .5 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;
 - (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.
- .6 Subject to Section 3.5, the City shall pay the Developer at the address of the Developer as set forth in Section 7 or at such other address as the Developer shall provide by registered mail. If any 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 for any use the City determines.

- .7 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 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 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 parties agree to the Term of this Agreement and that time is of the essence.
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at the Developer's 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.
- .4 The parties acknowledge and agree that the Term will not be extended in the event the Developer does not attain Substantial Performance of the Works on or before the Completion Date.

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 the Developer's 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 \$7,229.25 for the preparation and administration of this Agreement. The City acknowledges the receipt of payment by Receipt No. 71905912 paid to the City on January 20, 2023 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 as follows:

- (a) to the Developer:

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP
by its general partner 1137365 BC LTD.
#201, 15272 Croydon Drive

Surrey, BC, V3Z 0Z5

of such change of address as the Developer has, by written notification, forwarded to the City as follows:

(b) to the City:

City of Surrey
Engineering Department
13450 – 104 Avenue
Surrey, BC, 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:

(a) if delivered, on the date of delivery; or

(b) 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" - Benefiting Area and Owners

(b) Schedule "B" - Description of Works

(c) Schedule "C" - Benefiting Area Map

12 CONFLICT

Schedule "C" is a sketch of the Benefiting Area. 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

Scott Neuman, P.Eng.
General Manager, Engineering

ANNIEDALE LAND DEVELOPMENT LIMITED PARTNERSHIP

by its general partner 1137365 BC LTD.

by its authorized signatory(ies):

Original signed by N. Porter

Norman Porter
Vice President and Treasurer

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
E 112.71' LT 1 NW1/4 SEC 31 T8PL 5994	s. 22(1)	16948 96 Ave	.4045	8313000028
LT 1 NW SC 31 T8 PL70171 PART: NW1/4 PID	s. 22(1)	9348 Bothwell Dr	1.5248	831300003X
011-183-918 LOT 1 SECTION 31 TOWNSHIP 8	s. 22(1)	16920 96 Ave	.3097	8313000041 8313000041
LT 1 NW SC 31 T8 PL70706 PART: NW1/4 PID	s. 22(1)	9420 Bothwell Dr	.4175	8313000053
LT 1 PT NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	16972 96 Ave	.8094	8313000065
LT 2 NW SC 31 T8 PL70704 PART: NW1/4 PID	s. 22(1)	9440 Bothwell Dr	.6947	8313010010 8313010010
LT 2 NW SEC 31 T8 PL 5994	s. 22(1)	16894 96 Ave	.1908	8313010022
LT 2 NW SC 31 T8 PL70171 PART: NW1/4 PID	s. 22(1)	9330 Bothwell Dr	.3097	8313010034
LT 2 PT NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	17006 96 Ave	.8073	8313010046
LT 2 NW SC 31 T8 PL70706 PART: NW1/4 PID	s. 22(1)	9394 Bothwell Dr	.1739	8313010058

BENEFITTING AREA AND OWNERS
SCHEDULE "A"

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 2 NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	9255 172 St	.3674	831301006X 831301006X
LT 2 NW SC 31 T8 PLLMP19397	s. 22(1)	17121 92 Ave	.6118	8313010071
LT 3 NW SEC 31 T8 PL 5994 2AC	s. 22(1)	16842 96 Ave	.6402	8313020027
LT 3 PT NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	17044 96 Ave	.8091	8313020040 8313020040 8313020040
LT 3 NW SEC 31 T8 PL 7548	s. 22(1)	9293 172 St	.5577	8313020064 8313020064
BK 4 PT NW SEC 31 T8 PL 5994 1.01AC	s. 22(1)	9542 168 St	.3102	8313030021
LT 4 NE PTN NW SEC 31 T8 PL 6968	s. 22(1)	17072 96 Ave	.3176	8313030045 8313030045
LT 4 PT NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	9323 172 St	.7111	8313030069
LT 5 NE NW SEC 31 T8 PL 6968 2.0AC	s. 22(1)	17118 96 Ave	.5598	8313040026
S 1/2 5 NW SEC 31 T8 PL 7548 1.0AC	s. 22(1)	9343 172 St	.3634	831304004X

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
N1/2 5 NW SEC 31 T8 PL 7548	s. 22(1)	9359 172 St	.3643	8313040063
LT 6 NW SEC 31 T8 PL 6968	s. 22(1)	17162 96 Ave	.8093	8313050020 8313050020 8313050020
LT 6 NW SEC 31 T8 PL 7548	s. 22(1)	9387 172 St	.7241	8313050044 8313050044 8313050044 8313050044
LT 7 NW SEC 31 T8 PL 6968	s. 22(1)	17192 96 Ave	.5063	8313060025
LT 7 NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	9413 172 St	.7253	8313060049
LT 8 NW SEC 31 T8 PL 7548	s. 22(1)	9441 172 St	.7222	831307002X 831307002X
LT 9 PT NW SEC 31 T8 PL 7548 2.0AC	s. 22(1)	17129 94A Ave	.7269	8313080024
LT 10 PT NW SEC 31 T8 PL 7548 320636E	s. 22(1)	9503 172 St	1.2035	8313090029 8313090029
LT 11 NW SEC 31 T8 PL 19576	s. 22(1)	17109 94A Ave	0	8313100023

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 12 NW SEC 31 T8 PL 19576	s. 22(1)	17089 94A Ave	.0287	8313110028 8313110028
LT 13 NW SEC 31 T8 PL 19576	s. 22(1)	17053 94A Ave	.4032	8313120022
LT 14 NW SEC 31 T8 PL 19576	s. 22(1)	17031 94A Ave	.4144	8313130027
LT 15 NW SEC 31 T8 PL 19576	s. 22(1)	17011 94A Ave	.3557	8313140021 8313140021
LT 16 NW SEC 31 T8 PL 19576	s. 22(1)	16983 94A Ave	.3041	8313150026 8313150026
LT 17 NW SEC 31 T8 PL 19576	s. 22(1)	16951 94A Ave	.2151	8313160020 8313160020
LT 18 NW SEC 31 T8 PL 19576	s. 22(1)	16925 94A Ave	.2102	8313170025 8313170025
LT 19 NW SEC 31 T8 PL 19576	s. 22(1)	16889 94A Ave	.2105	831318002X 831318002X 831318002X 831318002X
LT 20 NW SEC 31 T8 PL 19576	s. 22(1)	16873 94A Ave	0	8313190024

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
	s. 22(1)			8313190024
LT 21 NW SEC 31 T8 PL 19576	s. 22(1)	16837 94A Ave	.3172	8313200029
LT 22 NW SEC 31 T8 PL 19576	s. 22(1)	9504 168 St	0	8313210023 8313210023 8313210023
LT 26 NW SEC 31 T8 PL 19576	s. 22(1)	16960 94A Ave	.1953	8313250021
LT 27 NW SEC 31 T8 PL 19576	s. 22(1)	16986 94A Ave	.213	8313260026 8313260026
LT 28 NW SEC 31 T8 PL 19576	s. 22(1)	17020 94A Ave	.209	8313270020 8313270020
LT 29 NW SEC 31 T8 PL 19576	s. 22(1)	17070 94A Ave	.0916	8313280025
LT 30 NW SEC 31 T8 PL 19576	s. 22(1)	17104 94A Ave	.2962	831329002X 831329002X 831329002X 831329002X 831329002X
LT 41 SC NW31 T8 PL39218	s. 22(1)	9376 Bothwell Dr	1.5665	831340002X 831340002X

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
	s. 22(1)			831340002X
LT 43 SC NW31 T8 PL39218	s. 22(1)	9306 Bothwell Dr	2.0255	8313420029
LT 45 SC NW31 T8 PL60053	s. 22(1)	17141 92 Ave	.0636	8313440028
LT 46 SC NW31 T8 PL60053	s. 22(1)	9235 172 St	.1411	8313450022
PCL A NW SEC 31 T8 REF 7089	s. 22(1)	9558 168 St	.1848	8313900027 8313900027
PCL B NW SEC 31 T8 PL 15329F 0.5AC	s. 22(1)	9568 168 St	.2026	8313910021
PT NW SEC 31 T8	s. 22(1)	16822 96 Ave	.2007	8313971022
LT 1 1 NE SEC 31 T8 PL 6870	s. 22(1)	9450 172 St	1.0429	8314000024
E 1/2 2 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17252 96 Ave	.9147	8314010029
W 1/2 BK 2 1 NE SEC 31 T8 PL 6870 2.	s. 22(1)	17246 96 Ave	.9147	8314010042
LT 2 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17412 96 Ave	2.0244	8314010066

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
E 1/2 3 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17288 96 Ave	.9147	8314020023
W1/2 3 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17266 96 Ave	.9147	8314020047
LT 3 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17446 96 Ave	1.9966	8314020060
LT 4 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	17304 96 Ave	1.8295	8314030028
E 1/2 4 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17490 96 Ave	.9938	8314030041
W1/2 4 2 NE SEC 31 T8 PL 6870	s. 22(1)	17460 96 Ave	.9986	8314030065
LT 5 BK 1 NE SEC 31 T8 PL 6870(EX PL"A")	s. 22(1)	17328 96 Ave	.4962	8314040046
LT 5 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17520 96 Ave	1.9316	831404006X
LT6 BK1 NE SEC31 T8 PLAN 6870	s. 22(1)	9424 172 St	.7363	8314050015
LT 6 BK 2 NE SEC 31 T8 PL 6870 (E	s. 22(1)	17554 96 Ave	1.6544	8314050040
E LT 7 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9385 173A St	.522	831406001X 831406001X

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
W1/2 LT 7 BK 1 NE SEC 31 T8 PL 6870 (O)	s. 22(1)	9400 172 St	.6033	8314060033
LT 7 EK 2 NE SEC 31 T8 PL 6870 (E)	s. 22(1)	17566 96 Ave	1.5073	8314060045
LT8 BK1 NE SEC 31 T8 PL6870 EX PL45639	s. 22(1)	9365 173A St	.5038	8314070038 8314070038
LT 8 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9419 176 St	1.9348	831407004X
E 1/2 LT 9 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9327 173A St	.505	8314080020
W 1/2 9 BK 1 NE SEC 31 T8 PL 6870 2.	s. 22(1)	9316 172 St	.745	8314080044 8314080044
LT 9 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9375 176 St	1.9188	8314080068
E1/2 LT 10 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9285 173A St	.4505	8314090025
W1/2 LT 10 BK 1 NE SEC 31 T8 PL 6870	s. 22(1)	9282 172 St	.8433	8314090037 8314090037
S 114.4' BK 10 2 NE SEC 31 T8 PL 6870	s. 22(1)	9307 176 St	.7582	8314090049
N 86.8' BK 10 2 NE SEC 31 T8 PL 6870	s. 22(1)	9341 176 St	.5763	8314090062

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

Legal Description	Registered Owners	Civic Address	Area (ha)	Tax Roll Number
LT 10 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9325 176 St	.5765	8314090086
LT 11 BK1 NE SEC 31 T8 PL 6870 (E	s. 22(1)	9258 172 St	.9325	8314100031
S 343' BK 11 2 NE SEC 31 T8 PL 6870 2.	s. 22(1)	17549 92 Ave	.5987	8314100043 8314100043
LT 11 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9275 176 St	.661	8314100067
LT 12 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	17545 92 Ave	1.5243	8314110048
N285.64'15 2 NE SEC 31 T8 PL 6870	s. 22(1)	9298 173A St	.5737	8314140028 8314140028
LT 15 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9244 173A St	.5624	8314140041
LT 16 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9312 173A St	1.5606	8314150022 8314150022
LT 17 BK 2 NE SEC 31 T8 PL 6870	s. 22(1)	9370 173A St	0	8314160027
LT 18 2 NE SEC 31 T8 PL 6870	s. 22(1)	9420 173A St	1.939	8314170021 8314170021

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

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

June 28, 2024

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

Project File: 7818-0122-03
DWA File: 8618-0122-00-1

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
PCL A EXP PL45639 LT8 BK1 NE SEC 31 T8	s. 22(1)	9366 172 St	.623	8314900084
LT A NE SC 31 T8 PL77070 PART: NE1/4 PID	s. 22(1)	17372 96 Ave	.9614	8314900096
LT A NE SC 31 T8 PL85150	s. 22(1)	17469 92 Ave	.7297	8314900102 8314900102 8314900102 8314900102
PCL B (G85020) LT 6 BK1 NE SEC 31 T8	s. 22(1)	9419 173A St	.7045	8314910028
LT B NE SC 31 T8 PL77070 PART: NE1/4 PID	s. 22(1)	9454 173A St	.2565	831491003X
LT B NE SC 31 T8 PL85150 PART: NE1/4	s. 22(1)	17491 92 Ave	.7669	8314910041 8314910041

SCHEDULE "B"

DESCRIPTION OF WORKS

Design, construct and inspect the Trunk Main on 92 Avenue west of Bothwell Drive to 172 Street complete with all required appurtenances.

SCHEDULE "C"

BENEFITING AREA MAP



APLIN MARTIN
 ENGINEERING ARCHITECTURE INTERIOR DESIGN
 3011 Lakeshore Avenue, Ste 200, Toronto, ON M8Z 1R7
 Tel: (416) 491-1111 | Fax: (416) 491-1112 | Email: general@aplinmartin.com

LEGEND



BENEFITING LANDS

1

PARCEL NUMBERS

TRUNK SEWER WORKS

BENEFITING AREA MAP

DCCFEA 8318-0122-00-1

DWA 8618-0122-00-1

DATE: JUNE 2023

DWG. NO. 17-407C-DCCFE-D1

SCALE: N.T.S.

APPENDIX "III"

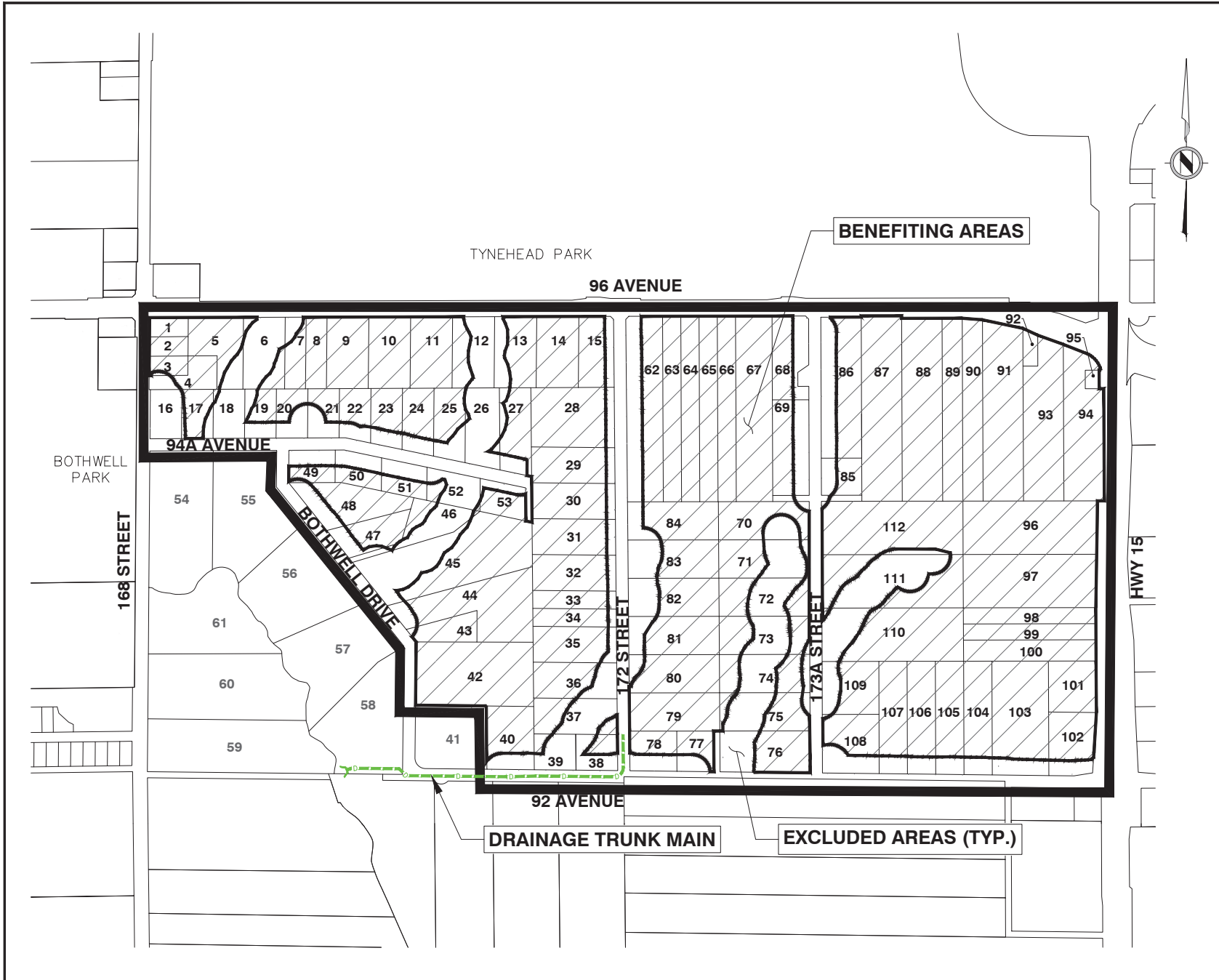


Aplin & Martin Consultants Ltd.
 201 - 12448 82 Avenue, Surrey, B.C. Canada V3W 3E9
 Tel: (604) 597-9058, Fax: (604) 597-9061, Email: general@aplinmartin.com

LEGEND

BENEFITING LANDS 

PARCEL NUMBERS 1



TRUNK SEWER WORKS

BENEFITING AREA MAP

DCCFEA 8318-0122-00-1
DWA 8618-0122-00-1

DATE:	JUNE 2023
DWG. NO.	17-407C - DCCFE - D1
SCALE	N.T.S.

June 27, 2024 - 9:10am - M:\3049\17-407C\DRAWINGS\DWG - Trunk Sewer Works\Working\Drawings\DWG - Benefiting Areas Map\Working\Drawings - D1 - Benefiting Areas Map.dwg/01 - DCC - Schedule A - CAD.dwg



City of Surrey

Policy

No. H-55

Policy Title: DEVELOPMENT COST CHARGE FRONT-ENDING AGREEMENT

Approval Date: 2020 November 23 (RES. R20-1783)

History:

Department: ENGINEERING

Policy Statement

This Policy provides governance and direction for the implementation of a Development Cost Charge Front-Ending Agreement (“DCCFEA”), which is approved by Council on an individual project basis, to support the construction of municipal infrastructure as identified in the City’s 10-Year Servicing Plan (“10YSP”) to support development.

1. Reason for Policy

DCCFEA, as permitted in Sections 565 and 566 of the *Local Government Act*, RSBC 2015, c 1, as amended (the “Act”), is a mechanism for the Front-Ending Developer to recover costs, from benefiting properties, incurred to construct municipal infrastructure in the 10YSP.

This Policy provides governance and criteria to ensure appropriate usage of DCCFEA, and establishes the terms and financial mechanisms in compliance with City Bylaws and Policies.

2. Usage and Criteria

- 2.1 DCCFEA is a financial mechanism to reimburse the Front-Ending Developer on 10YSP projects through collecting DCC payments from benefitting properties which develop in the catchment.
- 2.2 DCCFEA may be granted on infrastructure projects that are identified in the 10YSP, the estimated cost of the works is greater than \$200,000, and there are insufficient funds in the DCC Reserve to fully fund the project(s).
- 2.3 DCC Reserve funds may not be allocated to a DCCFEA if the City’s ability to commit future DCC funds on a higher priority project in that asset category is significantly limited.
- 2.4 DCCFEA shall have a 15-year term for cost recoveries. The term shall expire at the end of 15-years, or when all front-ending costs have been paid back, whichever occurs sooner. The 15-year term for DCCFEA is consistent with the Latecomer Agreement Policies.

-
- 2.5 The costs front-ended by the Front-Ending Developer shall be reimbursed up to the actual construction cost plus eligible engineering expenses, but cannot exceed the DCCFEA amount specified in the 10YSP. Interest costs incurred by the Front-Ending Developer are not an eligible expense and will not be reimbursed.

3. Process

- 3.1 Prior to initiating the DCCFEA process, the capital cost shall be based on the Fronting-Ending Developer's Engineer's signed and sealed estimate, as validated by the City. If quotations are received in advance of a DCCFEA being finalized, the maximum potential reimbursement amount to the Front-Ending Developer is to be set at lesser of the lowest quotation plus 10% contingency and 12% engineering design and construction fees, or the 10YSP project amount. Final costs shall be based on the actual cost at completion of construction as certified by the Front-Ending Developer's Engineer, as agreed by the General Manager.
- 3.2 DCCFEA with an estimated value greater than \$200,000 will require three written submissions and a public tender process consistent with the City's Purchase and Expenditure Authorization Bylaw, No. 16535, as amended.
- 3.3 The City may manage the procurement (design and/or construction) related to complex or multi-discipline projects (pump stations, mechanical/electrical works, bridges, etc.) which have the potential for significant operational and maintenance cost; and any other projects as determined by the City.

4. Detailed Procedures

- 4.1 The General Manager, Engineering is authorized to adopt a practice and/or procedure which implements this Policy in more detail.

Policy Title: DEVELOPMENT WORKS AGREEMENT

Approval Date: 2020 November 23 (RES. R20-1783)

History:

Department: ENGINEERING

Policy Statement

This Policy provides governance and direction for the implementation of a Development Works Agreement (“DWA”), which is approved by Council on an individual project basis, to support the construction of municipal infrastructure that are not recoverable through Development Cost Charges (“DCC”), to support development.

1. Reason for Policy

DWA , enacted by Bylaw, as permitted in Section 570 of the Local Government Act, RSBC 2015, C 1, as amended (“Act”), is an agreement for the Front-Ending Developer to recover costs, from benefitting properties, incurred to construct municipal infrastructure which are not recoverable through DCC.

This Policy provides governance and criteria to ensure appropriate usage of DWA, and establishes the terms and financial mechanisms in compliance with City Bylaws and Policies.

2. Usage and Criteria

2.1 DWA is a financial mechanism to reimburse the Front-Ending Developer on eligible costs that are not funded through DCCs. DWAs can be implemented on non-City 10-Year Servicing Plan (10YSP) projects, or can be used to recover the financial shortfall of Development Cost Charge Front-Ending Agreement (DCCFEA).

2.2 DWA application will not be accepted on projects with an estimated value less than \$300,000.

2.3 The Front-Ending Developer is required to petition all benefitting properties of the DWA petition area.

2.4 DWA may only be approved where:

2.4.1 the petition has been certified sufficient by the City Clerk, and;

2.4.2 the bylaw for the DWA has been adopted by Council.

- 2.5 DWA shall have a 15-year term for cost recoveries. The term shall expire at the end of 15-years, or when all front-ending costs have been paid back, whichever occurs sooner. The 15-year term for DWA is consistent with the Latecomer Agreement Policies.

3. Process

- 3.1 Prior to initiating the DWA petition with the benefitting owners, the capital cost shall be based on the Front-Ending Developer's Engineer's signed and sealed estimate, as validated by the City. If quotations are received in advance of a DWA being finalized, the maximum potential reimbursement amount of the DWA is to be set at the lesser of the lowest quotation plus 10% contingency and 12% engineering design and construction fees, or the petition amount. Final costs shall be levied on the benefitting owners of the petition area based on the actual cost at completion of construction as certified by the Front-Ending Developer's Engineer, as agreed by the General Manager, Engineering.
- 3.2 DWAs with an estimated value greater than \$200,000 will require three written submissions and a public tender process consistent with the City's Purchase and Expenditure Authorization Bylaw, No. 16535, as amended.
- 3.3 The interest rate for the term shall be as prescribed in the Surrey Subdivision and Development Bylaw, 1986, No. 8830, as amended, for Latecomer Charge Escalation.
- 3.4 The City may manage the procurement (design and/or construction) related to complex or multi-discipline projects (pump stations, mechanical/electrical works, bridges, etc.) which have the potential for significant operational and maintenance cost; and any other projects as determined by the City.

4. Detailed Procedures

- 4.1 The General Manager of Engineering is authorized to adopt a procedure which implements this policy in more detail.