

NO: R026

COUNCIL DATE: **February 20, 2012**

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **February 13, 2012**

FROM: **General Manager, Engineering**

FILE: **8407-0041-00-1**

8507-0041-00-1

8607-0041-00-1

XC: **7807-0041-00**

SUBJECT: **Development Works Agreements for Water, Sewer and Drainage Works in the Douglas NCP Area**

RECOMMENDATIONS

The Engineering Department recommends that Council:

1. Approve amendments as follows to the upset limit amounts in Items 2, 4 and 6, respectively, of Resolution R07-1580; 2007, which was adopted by Council at its Regular meeting on the May 28, 2007, a copy of which is attached as Appendix I to this report:
 - a. In item 2., Water Development Works Agreement, amend the upset limit from \$1,578,966 to \$1,700,346.30;
 - b. In item 4., Sewer Development Works Agreement, amend the upset limit from \$3,966,922 to \$2,791,565.66; and
 - c. In item 6., Drainage Development Works Agreement, amend the upset limit from \$1,468,272 to \$1,600,837.56; and
2. Authorize the City Clerk to bring forward for the required readings the Development Works Agreement – Douglas Neighbourhood Concept Plan By-laws, numbered 17476, 17477 and 17478, which are attached as Appendix II, III and IV, respectively, to this report.

INTENT

The purpose of this report is to implement Development Works Agreements (DWAs) for community water, sewer and drainage infrastructure in the Douglas Neighbourhood Concept Plan (NCP). The related By-laws will require that all benefiting lands in the specified benefiting area pay a proportionate share of the costs of the infrastructure that has been front-ended by a developer in the area.

BACKGROUND

On May 28, 2007, Council adopted the recommendations of Corporate Report No. R111; 2007 (attached as Appendix V), which in effect authorized the use of Water, Sewer and Drainage DWAs for the front-ending Developer to recapture from other benefiting lands some of the costs incurred to construct community water, sewer and drainage infrastructure within the Douglas NCP. Staff advised Council at that time that the DWAs would be finalized upon completion of the related works so that certified actual costs could be incorporated into the DWAs.

The City Clerk has reviewed the petitions that have been submitted in support of the DWAs and has determined that they are sufficient.

DISCUSSION

The front-ending developer, Cressey (Douglas) Development Limited Partnership (the “Developer”), has completed the related community water, sewer and drainage infrastructure work within the Douglas NCP. Certified actual costs have been submitted by the Developer’s Engineer.

Corporate Report No. R111; 2007 provided only preliminary upset cost recovery limits for the DWA works. The following table documents the final upset limits for such works based on the actual costs of constructing the works:

	DWA Upset Limits	
	Preliminary	Actual
Water	\$1,578,966	\$1,700,346.30
Sewer	\$3,966,922	\$2,791,565.66
Drainage	\$1,468,272	\$1,600,837.56

Subject to Council approval of the recommendations of this report the City Clerk will bring forward for the required readings the related Development Works Agreement – Douglas Neighbourhood Concept Plan By-laws, numbered 17476, 17477 and 17478, which are attached as Appendix II, III and IV, respectively, to this report.

By way of Council approving and incorporating the amended amounts into the related DWA Bylaws, the Developer will be in a position to recover in an equitable manner the costs of constructing the related works from the benefiting lands in the Douglas area.

SUSTAINABILITY CONSIDERATIONS

The DWAs proposed in this report for community water, sewer and drainage infrastructure constructed in the Douglas NCP support the objectives of the Economic and Environmental Pillars of the City’s Sustainability Charter; more particularly the following action items:

- EC3: Sustainable Infrastructure Maintenance and Replacement; and
- EN8: Sustainable Engineering Standards and Practices.

CONCLUSION

Based on the above discussion, it is recommended that Council:

1. Approve amendments as follows to the upset limit amounts in Items 2, 4 and 6, respectively, of Resolution R07-1580; 2007, which was adopted by Council at its Regular meeting on the May 28, 2007, a copy of which is attached as Appendix I to this report:
 - a. In item 2., Water Development Works Agreement, amend the upset limit from \$1,578,966 to \$1,700,346.30;
 - b. In item 4., Sewer Development Works Agreement, amend the upset limit from \$3,966,922 to \$2,791,565.66; and
 - c. In item 6., Drainage Development Works Agreement, amend the upset limit from \$1,468,272 to \$1,600,837.56; and
2. Authorize the City Clerk to bring forward for the required readings the Development Works Agreement – Douglas Neighbourhood Concept Plan By-laws, numbered 17476, 17477 and 17478, which are attached as Appendix II, III and IV, respectively, to this report.

Vincent Lalonde, P.Eng.
General Manager, Engineering

SSL/brb

c.c. - City Solicitor

Appendix I – Resolution R07-1580 of the May 28, 2007 Regular Council – Public Hearing meeting

Appendix II – Development Works Agreement (Water) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17476

Appendix III – Development Works Agreement (Sewer) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17477

Appendix IV – Development Works Agreement (Drainage) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17478

Appendix V – May 28, 2007 Corporate Report No. R111

Excerpt from Regular Council - Public Hearing Minutes May 28, 2007

Item No. R111 Douglas NCP - Water, Sewer, and Drainage Development Cost Charge Front-Ending Agreements and Development Works Agreements
File: 7807-0041-00; 8107-0041-00-1; 8207-0041-00-1; 8307-0041-00-1; 8407-0041-00-1; 8507-0041-00-1; 8607-0041-00-1

The General Manager, Engineering submitted a report to obtain Council authorization for recovery of costs to construct major community servicing work proposed to be front-ended by lead developers as required by the Douglas NCP.

The General Manager, Engineering was recommending approval of the recommendations outlined in his report.

It was Moved by Councillor Hunt
Seconded by Councillor Gill
That Council:

1. Authorize the use of a Water Development Cost Charge (DCC) Front-Ending Agreement to an upset limit of \$1,625,239 to reimburse the front-ending Developer for partial costs incurred to construct community water infrastructure within the Douglas NCP.
2. Authorize the use of a Water Development Works Agreement to an upset limit of \$1,578,966 to reimburse the front-ending Developer for further costs incurred to construct community water infrastructure within the Douglas NCP.
3. Authorize the use of a Sewer DCC Front-Ending Agreement to an upset limit of \$1,644,000 to reimburse the front-ending Developer for partial costs incurred to construct community sewer infrastructure within the Douglas NCP.
4. Authorize the use of a Sewer Development Works Agreement to an upset limit of \$3,966,922 to reimburse the front-ending Developer for further costs incurred to construct community sewer infrastructure within the Douglas NCP.
5. Authorize the use of a Drainage DCC Front-Ending Agreement to an upset limit of \$2,812,010 to reimburse the front-ending Developer for partial costs incurred to construct community drainage infrastructure within the Douglas NCP.
6. Authorize the use of a Drainage Development Works Agreement to an upset limit of \$1,468,272 to reimburse the front-ending Developer for further costs incurred to construct community drainage infrastructure within the Douglas NCP.

Appendix II

Development Works Agreement (Water) –
Douglas Neighbourhood Concept Plan By-law, 2012, No. 17476

CITY OF SURREY

BY-LAW NO. 17476

A by-law to enter into a Development Works Agreement (Water) to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct works as identified in the Development Works Agreement to service properties within a portion of the Douglas Neighbourhood Concept Plan; to define the benefiting real property and to establish that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand Works by the City or by the developer and the cost of constructing the Works shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct Works (as defined in the agreement) to serve a portion of the Douglas Neighbourhood Concept Plan pursuant to Section 937.1(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient; and
- D. AND WHEREAS it is deemed expedient to grant the prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the Works.

NOW THEREFORE, the City Council of the City of Surrey ("the City"), in open meeting assembled, ENACTS AS FOLLOWS:

- 1. This By-law shall be cited for all purposes as "Development Works Agreement (Water) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17476".
- 2. The City Council is hereby authorized to enter into that certain Development Works Agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").

3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall increase each year by 5% as specified in the Development Works Agreement.

PASSED FIRST READING on the _____ day of _____, 2012.

PASSED SECOND READING on the _____ day of _____, 2012.

PASSED THIRD READING on the _____ day of _____, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the _____ day of _____, 2012.

_____MAYOR

_____CLERK

**CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT (WATER)**

Agreement 8407-0041-00-1 (Water)

THIS AGREEMENT dated for reference the _____ day of February, 2012.

BETWEEN:

CITY OF SURREY, at 14245 - 56th Avenue,
City of Surrey, British Columbia, V3X 3A2

(the "City")

OF THE FIRST PART

AND:

CRESSEY (DOUGLAS) DEVELOPMENT LIMITED PARTNERSHIP
of #800 - 925 Georgia Street, Vancouver, British Columbia, V6C 3L2

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Douglas Neighbourhood Concept Plan is identified in column one entitled "Legal Description" in Schedule "A" and as illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered property owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined);
- C. **AND WHEREAS** the Works (as hereinafter defined) have been constructed;
- D. **AND WHEREAS** the Developer shall undertake the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to facilitate such acquisition and construction for the development of the Benefiting Area (as hereinafter defined);
- G. **AND WHEREAS** Sections 937.1 and 937.2 of the *Act* authorize Council to enter into an agreement to permit an owner to provide services in lieu of the payment of all or any portion of a development cost charge; and
- H. **AND WHEREAS** Development Works Agreement (Water) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17476 authorizing the parties to enter into this Agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Works by the Developer will be introduced to Council.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. **DEFINITIONS**

In this Agreement and in the recital above:

"Act" means the *Local Government Act*, R.S.B.C. 1996, c. 323, as revised, re-enacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all Schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A" attached hereto;

"Capital Cost" means costs incurred by the Developer to construct the Works as determined in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means June 29, 2010;

"Council" means the elected Council of the City;

"Developer" means Cressey (Douglas) Development Limited Partnership;

"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, 2002, No. 14650, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

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

"Maximum Amount" means the amount as specified in 3.6 provided the City collects the Specified Charge from the Owners, pursuant to this Agreement;

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

"Works" means watermain works and related appurtenances as described in Schedule "B" attached hereto;

"Specified Charge" means a debt payable to the City in the maximum amount of Twenty-Nine Thousand, Six Hundred Ninety (\$29,690.00) Canadian Dollars 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, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

2. **WORKS**

- .1 The Developer shall be solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works, subject to the direction of the City.
- .2 The parties acknowledge that, as of the date of this Agreement, the Capital Cost is Three Million, Nine Hundred Nineteen Thousand, Seven Hundred Thirty-Three (\$3,919,733.00) Canadian Dollars including applicable taxes.
- .3 The Developer agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.

- .4 The Developer has completed the construction of the Works on or before the Completion Date.

3. PAYMENT FOR WORKS

- .1 Each of the Owners shall pay the Specified Charge to the City on or before the date when the Development Cost Charges pursuant to the Development Cost Charge By-law are payable.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager, Engineering agrees in writing that a portion the land is not able to be developed due to agricultural land designation, topographic reasons or environmental sensitivity.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 Until the Specified Charge is paid, Council, an Approving Officer, or other municipal authority is not obligated to:
 - (a) approve a subdivision plan, a phase 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
 - (b) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .5 The City is not responsible for financing any of the costs of the Works.
- .6 The Maximum Amount payable is calculated by multiplying the Specified Charge by (the Benefiting Area less the Developer's area). For clarity this means the amount payable to the Developer, pursuant to this Agreement will be multiplying the Specified Charge of Twenty-Nine Thousand, Six Hundred and Ninety (\$29,690.00) Canadian Dollars including applicable taxes by (the Benefiting Area of Fifty-Seven decimal Twenty-Seven Hectares (57.27) less the Developer's area of Twenty-Four decimal Six Hectares (24.6)) which equals the Maximum Amount payable of Nine Hundred Sixty-Nine Thousand, Nine Hundred Seventy-Two and Thirty Cents (\$969,972.30) Canadian Dollars including applicable taxes.
- .7 In consideration of the completion of the Works by the Developer, to the satisfaction of the General Manager, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area who have not heretofore contributed to the cost of construction thereof, the Specified Charge. The Specified Charge shall be escalated at an interest rate of 5% per annum and shall be conclusive against the Owners of the Benefiting Area.
- .8 The City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement for the sums collected from the Owners of the Benefiting Area at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.
- .9 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City, in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to

be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- .1 The term of this Agreement shall commence on the Completion Date and shall expire on June 28, 2025, (the "Term").
- .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 payable and interest as specified herein.

5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$4,240.00 which includes GST. The City acknowledges the receipt of payment by Receipt No. 356143 paid to the City on May 28, 2007 for the preparation and administration of this Agreement.

7. **NOTICES**

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

Cressey (Douglas) Development Limited Partnership
#800 - 925 W. Georgia Street
Vancouver, B.C. V6C 3L2

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
14245 - 56th Avenue
Surrey, B.C. V3X 3A2

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:

- .1 Schedule "A" Legal Description and Registered Owners
- .2 Schedule "B" Description of Works
- .3 Schedule "C" Benefiting Area Map

12. **CONFLICT**

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

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

CITY OF SURREY

by its authorized signatories

Mayor

City Clerk


CRESSEY (DOUGLAS) DEVELOPMENT LIMITED PARTNERSHIP

by its General Partner

CRESSEY (DOUGLAS) GENERAL PARTNERSHIP LTD.

as per their duly appointed

signatory(s):



Project File: 7807-0041-00

DWA File: 8407-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 1 BK A,D,E,F,G SE SEC 6 T7 PL 6323 1.	701492 Bc Ltd	17383 0 Ave	.455	7061000065
LT 1 SE SC 6 T7 PL78159 PART: SE1/4 PID	Lakhinder S Dhillon	42 172 St	.203	7061000077
	Nirmal K Dhillon			7061000077
	Sanjit Dhillon			7061000077
	Manveet Dhillon			7061000077
LT 2 SE SC 6 T7 PL78159 PART: SE1/4 PID	Andrew N Ronalds	17213 0 Ave	.203	7061010010
	Wun-Yee A Chau			7061010010
LT 4 A,D,E,F,G SE SEC 6 T7 PL 6323	Antonio Madrid	17351 0 Ave	.405	7061030021
	Antonio & Montserrat Madrid			7061030021
BK 16&17 A,D-G SE SEC 16 T7 SK 11007	701492 Bc Ltd	78 172 St	.402	7061150026
LT 18 A D E F G SE SEC 6 T7 PL 6323	701492 Bc Ltd	104 172 St	.404	7061170025
LT 19 A D E F G SE SEC 6 T7 PL 6323	701492 Bc Ltd	120 172 St	.404	706118002X
LT 20 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	130 172 St	.404	7061190024
LT 21 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	140 172 St	.405	7061200029
LT 25 SE SEC 32 T7 R1E PL 6323 1A	701492 Bc Ltd	186 172 St	.405	7061240027
LT 26 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	17212 2 Ave	.407	7061250021
LT 32 BK A SEC 32 R1E PL 6323 1A	Bernard J Westdorp	17366 2 Ave	.404	7061310029
	Joyce F Westdorp			7061310029
LT 1 SC 6 T7 SW PL68026	Peace Initiatives Ltd	310 171 St	.405	7062000218
LT 1 SW SC 6 T7 PL 68184	Elaine Pyper	156 171 St	.477	706200022X
	Gerhardus A Pyper			706200022X
LT 2 BK A&B SW SEC 6 T7 PL 15062 0	William E Short	249 171 St	.241	7062010182
	Ida F Short			7062010182
LT 2 SC 6 T7 6SW PL68026T SW	Basharat A Sidhu	300 171 St	.405	7062010194
	555 Investments Ltd			7062010194
	555 Investments Ltd			7062010194

Project File: 7807-0041-00

DWA File: 8407-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 2 SW SC 6 T7 PL68184	Ernest C Webb	138 171 St	.477	7062010200
LT 3 SW SC 6 T7 PL68184	Shirley E Webb			7062010200
LT 4 PCL A BK 1 A&B 1 SW SEC 6 T7 P	Michael R Souter	114 171 St	.477	7062020230
LT 5 A 1 A&B 1 SW SEC 6 T7 PL 17005	Peace Portal Properties Ltd	307 171 St	.461	7062030120
LT 6 4 SW SEC 6 T7 PL 7418	Robert A Hambrook	285 171 St	.241	7062040162
LT 6 BK A&B SW SEC 6 T7 PL 17005	Wendy Boyko	63 172 St	.405	7062050088
	Nora I Wiens	275 171 St	.241	706205012X
LT 7 BK 4 SW SEC 6 T7 PL 7418 1.	Richard J Wiens			706205012X
	Brian R Somerville	75 172 St	.405	7062060045
	Janelle S Somerville			7062060045
	Rhys P Leonard			7062060045
LT 7 A 1 A&B 1 SW SEC 6 T7 PL 17005	Kambi O Wilson			7062060045
	Lorne A Gibson	265 171 St	.243	7062060100
LT 8 BK 4 SW SEC 6 T7 PL 7418	Barbara J Gibson			7062060100
	Candace G Leonard	89 172 St	.405	7062070063
LT 8 A 1 A&B 1 SW SEC 6 T7 PL 17005	Philip I Leonard			7062070063
	Kimberly M Gulka	255 171 St	.241	7062070105
	Wilma F Gulka			7062070105
PT BK 9 SW SEC 6 T7 SK 5578 (OKA PCL A	Quadri Properties Ltd	61 170 St	2.428	7062080020
LT 9 PT BK 4 SW SEC 6 T7 PL 7418 1.	Darshan S Rangji	111 172 St	.405	7062080044
LT 10 4 SW 6 T7 PL 7418	Mohinder Bining	141 172 St	.405	7062090049
	Devinder Parmar			7062090049
LT 11 BK 4 SW SEC 6 T7 PL 7418 1.	Kathleen F Cybulskie	155 172 St	.405	7062100067
	Mark Cybulskie			7062100067
LT 12 BK 4 SW SEC 6 T7 PL 7418	James W Loudon	161 172 St	.404	7062110061
	Ginny J Loudon			7062110061

Project File: 7807-0041-00

DWA File: 8407-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 13 BK 4 SW SEC 6 T7 PL 7418	Man C Ho	193 172 St	.465	7062120066
	Yung C Ho			7062120066
	Man-Chu Poon			7062120066
LT 14 BK 4 SW SEC 6 T7 PL 7418 0.	Vivien C Poon	86 171 St	.366	7062120066
	Alan E Smith			7062130060
LT 15 PT BK 4 SW SEC 6 T7 PL 7418 0.	Laurie J Smith	108 171 St	.366	7062130060
	Roger Jones			7062140144
	Linda D Mattes			7062140144
LT 16 PT BK 4 SW SEC 6 T7 PL 7418 1.	William J Cheyney	176 171 St	.404	7062150083
	Sharon L Ruiter			7062150083
LT 22 BK 4 SW SEC 6 T7 PL 7418 1.	Joseph R Connolly	276 171 St	.476	706221002X
	Helen A Connolly			706221002X
LT 51 SW SEC 6 T7 PL 38343	Chu Zhao	245 172 St	.571	7062500021
LT 57 SW SEC 6 T7 PL 42537	0892624 Bc Ltd	133 171 St	.581	7062530025
LT 58 SW SEC 6 T7 PL 42537	Jasbinder S Gill	103 171 St	.581	7062535023
	Jaspal S Randhawa			7062535023
	Narinder S Sidhu			7062535023
	Lakbhir S Toor			7062535023
	Sonia Toor			7062535023
LT 59 SC SW6 T7 PL60594	Leila M Blades	17102 4 Ave	.394	706254002X
LT 60 SC SW6 T7 PL60594	4th Avenue Developments Inc	17108 4 Ave	.483	7062545028
LT 61 SC SW6 T7 PL60594	Gurcharan S Tiwana	376 171 St	.574	7062550024
	Jaswinder S Brar			7062550024
	Nachhattar S Dhaliwal			7062550024
	Zora S Dhaliwal			7062550024
	Manpreet S Grewal			7062550024

Project File: 7807-0041-00
DWA File: 8407-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 66 SC SW6 T7 PL62792	Jasdeep K Grewal	267 172 St	.516	7062550024
LT 67 SC SW6 T7 PL62792	Cantera Systems Ltd	287 172 St	.515	7062575021
LT 68 SC SW6 T7 PL62792	Peace Initiatives Ltd	311 172 St	.514	7062580028
LT 69 SC SW6 T7 PL62792	Peace Initiatives Ltd	17162 4 Ave	1.487	7062585026
LT A BK 7 SW SEC 6 T7 PL 16117	Peace Initiatives Ltd	64 170 St	.352	7062590022
PCL A LT 4 SW SEC 6 T7 PL 17785	Quadri Properties Ltd	260 171 St	.365	7062900084
PCL B LT 4 SW SEC 6 T7 PL 17785	Sandra Carpenter	246 171 St	.446	7062900126
PCL C LT 4 SW SEC 6 T7 EXP 8007	Robert & Sandra Byers			7062910065
W165' 1 A&B N1/2 SEC 32 RIE PL 9374	Sandra J Byers	58 171 St	.761	7062910065
LT 1 PCLS A&B N 1/2 SEC 32 RIE PL 9374 (EX)	Peace Arch Properties Ltd	17350 4 Ave	.981	7062920022
	Edgar Properties 00 Inc	17480 4 Ave	2.934	7500000182
	0762235 Bc Lidapex Management Services Ltd			7500000212
	0693108 Bc Ltd			7500000212
LT 2 A&D-G SEC 32 RIE PL 6323	Span Projects Inc546598 Bc Ltd	17377 0 Ave	.375	7500000212
	Philip A Hain			750001014X
	Wendy D Hain			750001014X
LT 2 PCLSA&B N 1/2 SEC 32 RIE PL 937	Pax Ventures Ltd	17340 4 Ave	1.627	7500010163
LT 3 A,D,E,F&G SEC 32 RIE PL 6323	Adrain P Dyer	17361 0 Ave	.405	7500020181
	Michelle M Dyer			7500020181
	Monica E Spreitzer			7500020181
LT 5 A,D,E,F&G SEC 32 RIE PL 6323	701492 Bc Ltd	17341 0 Ave	.405	7500040027
LT 5 A&B PCL K SEC 32 RIE PL 16071	701492 Bc Ltd	222 172 St	2.688	7500040040
LT 6 BK F SEC 32 RIE PL 6323	701492 Bc Ltd	17329 0 Ave	.405	7500050045
LT 6 A&B PCL K N 1/2 SEC 32 RIE PL 160	THE BOARD OF EDUCATION OF SCHOOL DISTR	17285 2 Ave	.78	7500050069
LT 7 A D E F G SEC 32 RIE PL 6323	Henry Hildebrand	17319 0 Ave	.405	750006004X
LT 10 PCL A D E F G SEC 32 RIE PL 632	Kenneth I Drummond	17287 0 Ave	.405	750009002X

Project File: 7807-0041-00

DWA File: 8407-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 11 PCLS A,D,E,F,G SEC 32 RIE PL 632	Michael A Simpson	17277 0 Ave	.405	7500100024
LT 12 N1/2 SEC 32 RIE PL 37342	Lynda C Simpson	17414 4 Ave	1.08	7500100024
LT 12 BK A&E SEC 32 RIE PL 6323	0701492 Bc Ltd	17265 0 Ave	.405	7500110017
LT 13 A,S,E,F&G SE SEC 32 RIE PL 632	0701492 Bc Ltd	17253 0 Ave	.405	7500110029
LT 14 A&D&E&F&G SEC 32 RIE PL 6323	701492 Bc Ltd	17241 0 Ave	.405	7500120023
	Robert Yearsley			7500130028
	Jacqueline Yearsley			7500130028
	Toke Adams			7500130028
LT 14 SEC 32 BK IN RIE PL 40918	Peace Portal Holdings Ltd	17467 2 Ave	.643	7500130041
LT 15 A,D,E,F&G SEC 32 RIE PL 6323	0701492 B C Ltd	17235 0 Ave	.404	7500140022
LT 15 SEC 32 RIE PL 43407	Peace Portal Holdings Ltd	17415 2 Ave	1.619	7500140046
LT 16 SEC 32 RIE PL 43407	Peace Park Holdings Ltd	17449 2 Ave	1.564	7500150027
LT 17 SEC 32 RIE PL 43285	Peace Portal Holdings Ltd	17448 2 Ave	1.71	7500160021
LT 17 SEC 32 RIE PL 47935	THE BOARD OF EDUCATION OF SCHOOL DISTR	17335 2 Ave	.793	7500160045
LT 18 SEC 32 RIE PL 43285	701492 Bc Ltd	17429 0 Ave	1.71	7500170026
LT 21 SC 32 RIE PL 61722	701492 Bc Ltd	17375 2 Ave	.404	750020002X
LT 22 SEC 32 RIE PL 6323	701492 Bc Ltd	148 172 St	.405	7500210024
LT 23 A,D,E,F&G SEC 32 RIE PL 6323	Katherine A Larson	158 172 St	.405	7500220029
	Keith R Larson			7500220029
LT 24 A SEC 32 RIE PL 6323	Fred R Kilby	172 172 St	.07	7500230023
	Jean Carriere			7500230023
LT 27 BK A SEC 32 BIN RIE PL 6323	0701492 Bc Ltd	17318 2 Ave	.405	7500260027
LT 28 BK A SEC 32 RIE PL 6323	Alfred J Hunter	17324 2 Ave	.405	7500270021
	Donna L Schoenborn			7500270021
LT 29 BK A SEC 32 RIE PL 6323	Bruce J Strachan	17334 2 Ave	.405	7500280026
	Regina Strachan			7500280026

The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00

DWA File: 8407-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 30 BK A SEC 32 BIN R1 E PL 6323	701492 Bc Ltd	17344 2 Ave	.405	7500290020
LT 31 BK A SEC 32 BIN R1 E PL 6323	Raymond B Lamb	17354 2 Ave	.405	7500300025
LT 33 A,D,E,F&G SEC 32 R1 E PL 6323	701492 Bc Ltd	17374 2 Ave	.374	7500320024
LT 34 A,D,E,F&G SEC 32 R1 E PL 6323	Gordon R Lee	17384 2 Ave	.404	7500330029
LT 35 A,D,E,F&G SEC 32 R1 E PL 6323	701492 Bc Ltd	17396 2 Ave	.404	7500340023
LT 36 A,D,E,F&G SEC 32 R1 E PL 6323	701492 Bc Ltd	17414 2 Ave	.421	7500350028
LT 37 A&D-G SEC 32 R1 E PL 6323	701492 Bc Ltd	17301 0 Ave	.81	7500360022
PCL K H&PT C&1 S1/2 SEC 32 R1 E REF 10397	Kurt W Spreitzer	17453 0 Ave	.463	7500955029
	Hendrika Spreitzer			7500955029
PCL M SEC 32 R1 E PL 22097E (EX EXP 11	Portal Village Management Ltd	17262 4 Ave	3.617	750095704X
W128' PCL N N1/2 SEC 32 R1 E PL 20873E	THE BOARD OF EDUCATION OF SCHOOL DISTR	17307 2 Ave	.782	7500958043
LT 1 SC 32 BIN R1 E PLBCP28849	Antonio Madrid	17351 0 Ave		7500000303
LT 59 SC 32 BIN R1 E PLBCP33474	Andrew M Zlot	17373 2 Ave	.238	7500540024
LT 311 SEC 32 BIN R1 E PLBCP33476	Michelle M Dyer	17361 0 Ave		750030013X
	Monica E Spreitzer			750030013X
	Adrian P Dyer			750030013X

SCHEDULE "B"

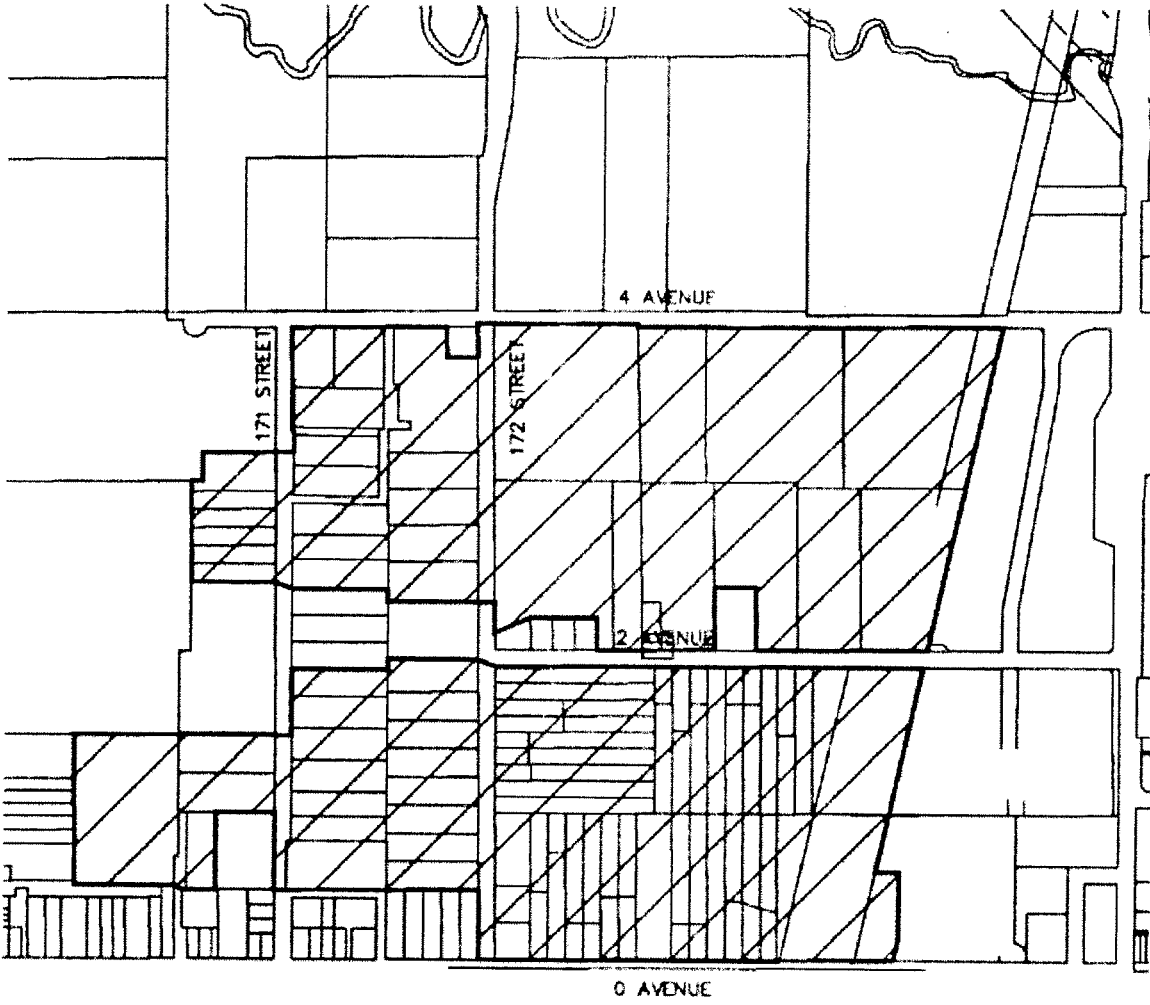
DESCRIPTION OF WATER MAINWORKS

Means and includes anything and everything required for the design, engineering and construction of a Watermain on 164 Street between 14 Avenue and 24 Avenue, on 14 Avenue from King George Boulevard to 164 Street, on 172 Street from 0 Avenue to 2 Avenue, on 2 Avenue from 172 Street to 175A Street also referred to in the Douglas NCP Amendment Water Servicing Strategy, dated February, 2007.

SCHEDULE "C"

BENEFITING AREA MAP

DWA Graphic
(WATER WORKS)



Appendix III

Development Works Agreement (Sewer) –
Douglas Neighbourhood Concept Plan By-law, 2012, No. 17477

CITY OF SURREY

BY-LAW NO. 17477

A by-law to enter into a Development Works Agreement (Sewer) to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct works as identified in the Development Works Agreement to service properties within a portion of the Douglas Neighbourhood Concept Plan; to define the benefiting real property and to establish that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand Works by the City or by the developer and the cost of constructing the Works shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct Works (as defined in the agreement) to serve a portion of the Douglas Neighbourhood Concept Plan pursuant to Section 937.1(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient; and
- D. AND WHEREAS it is deemed expedient to grant the prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the Works.

NOW THEREFORE, the City Council of the City of Surrey ("the City"), in open meeting assembled, ENACTS AS FOLLOWS:

- 1. This By-law shall be cited for all purposes as "Development Works Agreement (Sewer) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17477".
- 2. The City Council is hereby authorized to enter into that certain Development Works Agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").

3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall increase each year by 5% as specified in the Development Works Agreement.

PASSED FIRST READING on the _____ day of _____, 2012.

PASSED SECOND READING on the _____ day of _____, 2012.

PASSED THIRD READING on the _____ day of _____, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the _____ day of _____, 2012.

_____MAYOR

_____CLERK

**CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT (SEWER)**

Agreement 8507-0041-00-1 (Sewer)

THIS AGREEMENT dated for reference the _____ day of February, 2012.

BETWEEN:

CITY OF SURREY, at 14245 - 56th Avenue,
City of Surrey, British Columbia, V3X 3A2

(the "City")

OF THE FIRST PART

AND:

CRESSEY (DOUGLAS) DEVELOPMENT LIMITED PARTNERSHIP
of #800 - 925 Georgia Street, Vancouver, British Columbia, V6C 3L2

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Douglas Neighbourhood Concept Plan is identified in column two entitled "Legal Description" in Schedule "A" and as illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column one entitled "Registered Property Owners" (as hereinafter defined);
- C. **AND WHEREAS** the Works as (hereinafter defined) have be constructed;
- D. **AND WHEREAS** the Developer shall undertake the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10-Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to facilitate such acquisition and construction for the development of the Benefiting Area (as hereinafter defined);
- G. **AND WHEREAS** Sections 937.1 and 937.2 of the *Act* authorize Council to enter into an agreement to permit an owner to provide services in lieu of the payment of all or any portion of a development cost charge; and
- H. **AND WHEREAS** Development Works Agreement (Sewer) – Douglas Neighbourhood Concept Plan By-law, 2012, No.17477 authorizing the parties to enter into this Agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Works by the Developer will be introduced to Council.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. **DEFINITIONS**

In this Agreement and in the recital above:

"Act" means the *Local Government Act*, R.S.B.C. 1996, c. 323, as revised, re-enacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all Schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A." attached hereto;

"Capital Cost" means costs incurred by the Developer to construct the Works as determined in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means June 29, 2010;

"Council" means the elected Council of the City;

"Developer" means Cressey (Douglas) Development Limited Partnership;

"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, 2002, No. 14650, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

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

"Maximum Amount" means the amount as specified in 3.6 provided the City collects the Specified Charge from the Owners, pursuant to this Agreement;

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

"Works" means sanitary sewer works and related appurtenances as described in Schedule "B" attached hereto;

"Specified Charge" means a debt payable to the City in the maximum amount of Forty-Four Thousand, Five Hundred Fifty-One (\$44,551.00) Canadian Dollars 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, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

2. **WORKS**

- .1 The Developer shall be solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works, subject to the direction of the City.
- .2 The parties acknowledge that, as of the date of this Agreement, the Capital Cost is Four Million, Eight Hundred Fifty Thousand, Seven Hundred Thirteen (\$4,850,713.00) Canadian Dollars including applicable taxes.

- .3 The Developer agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.
- .4 The Developer agrees to complete the construction of the Works on or before June 29, 2010.

3. PAYMENT FOR WORKS

- .1 Each of the Owners shall pay the Specified Charge to the City on or before the date when the Development Cost Charges pursuant to the Development Cost Charge By-law are payable.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager, Engineering agrees in writing that a portion the land is not able to be developed due to agricultural land designation, topographic reasons or environmental sensitivity.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 Until the Specified Charge is paid, Council, an Approving Officer, or other municipal authority is not obligated to:
 - (a) approve a subdivision plan, a phase 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
 - (b) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .5 The City is not responsible for financing any of the costs of the Works.
- .6 The Maximum Amount payable is calculated by multiplying the Specified Charge by (the Benefiting Area less the Developer's area). For clarity this means the amount payable to the Developer, pursuant to this Agreement will be by multiplying the Specified Charge of Forty-Four Thousand, Five Hundred Fifty-One (\$44,551.00) Canadian Dollars including applicable taxes by (the Benefiting Area of Sixty-Two decimal Sixty-Six Hectares (62.66) less the Developer's area of Twenty-Four decimal Six Hectares (24.6)) which equals One Million, Six Hundred Thousand Ninety-Five, Six Hundred Eleven and Six Cents (1,695,611.06) Canadian Dollars including applicable taxes.
- .7 In consideration of the completion of the Works by the Developer, to the satisfaction of the General Manager, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area who have not heretofore contributed to the cost of construction thereof, the Specified Charge. The Specified Charge shall be escalated at an interest rate of 5% per annum and shall be conclusive against the Owners of the Benefiting Area.
- .8 The City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement for the sums collected from the Owners of the Benefiting Area at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.
- .9 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City, in their

judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- .1 The term of this Agreement shall commence on the Completion Date and shall expire on June 28, 2025, (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners of the Benefiting Area within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount payable and interest as specified herein.

5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$4,240.00 which includes GST. The City acknowledges the receipt of payment by Receipt No. 356143 paid to the City on May 28, 2007 for the preparation and administration of this Agreement.

7. **NOTICES**

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

Cressey (Douglas) Development Limited Partnership
#800 - 925 W. Georgia Street
Vancouver, B.C. V6C 3L2

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
14245 - 56th Avenue
Surrey, B.C. V3X 3A2

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

12. **CONFLICT**

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

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

CITY OF SURREY

by its authorized signatories

Mayor

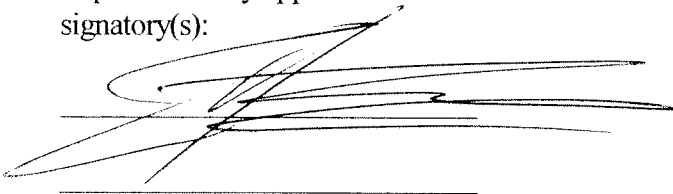
City Clerk

CRESSEY (DOUGLAS) DEVELOPMENT LIMITED PARTNERSHIP

by its General Partner

CRESSEY (DOUGLAS) GENERAL PARTNERSHIP LTD.

as per their duly appointed
signatory(s):



**The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement**

Project File: 7807-0041-00

DWA File: 8507-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
PCL G SW SEC 33 T7 PL 5749 7.98AC	Pcb Properties Ltd	1775 0 Ave	3.23	7052950029
LT 1 BK A,D,E,F,G SE SEC 6 T7PL 6323 1.	701492 Bc Ltd	17383 0 Ave	.455	7061000065
LT 1 SE SC 6 T7 PL78159 PART: SE1/4 PID	Lakhinder S Dhillon	42 172 St	.203	7061000077
	Nirmal K Dhillon			7061000077
	Sanjit Dhillon			7061000077
	Manveet Dhillon			7061000077
LT 2 SE SC 6 T7 PL78159 PART: SE1/4 PID	Andrew N Ronalds	17213 0 Ave	.203	7061010010
	Wun-Yee A Chau			7061010010
LT 4 A,D,E,F,G SE SEC 6 T7 PL 6323	Antonio Madrid	17351 0 Ave	.405	7061030021
	Antonio & Montserrat Madrid			7061030021
BK 16&17 A,D-G SE SEC 16 T7 SK 11007	701492 Bc Ltd	78 172 St	.402	7061150026
LT 18 A D E F G SE SEC 6 T7 PL 6323	701492 Bc Ltd	104 172 St	.404	7061170025
LT 19 A D E F G SE SEC 6 T7 PL 6323	701492 Bc Ltd	120 172 St	.404	706118002X
LT 20 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	130 172 St	.404	7061190024
LT 21 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	140 172 St	.405	7061200029
LT 25 SE SEC 32 T7 R1E PL 6323 1A	701492 Bc Ltd	186 172 St	.405	7061240027
LT 26 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	17212 2 Ave	.407	7061250021
LT 32 BK A SEC 32 R1E PL 6323 1A	Bernard J Westdorp	17366 2 Ave	.404	7061310029
	Joyce F Westdorp			7061310029
LT 1 SC 6 T7 SW PL68026	Peace Initiatives Ltd	310 171 St	.405	7062000218
LT 1 SW SC 6 T7 PL 68184	Elaine Pypier	156 171 St	.477	706200022X
	Gerhardus A Pypier			706200022X
LT 2 BK A&B SW SEC 6 T7 PL 15062 0	William E Short	249 171 St	.241	7062010182
	Ida F Short			7062010182
LT 2 SC 6 T7 6SW PL68026T SW	Basharat A Sidhu	300 171 St	.405	7062010194
	555 Investments Ltd			7062010194

Project File: 7807-0041-00
DWA File: 8507-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 2 SW SC 6 T7 PL68184	555 Investments Ltd Ernest C Webb	138 171 St	.448	7062010194 7062010200
LT 3 SW SC 6 T7 PL68184	Shirley E Webb	114 171 St	.477	7062010200
LT 4 PCL A BK 1 A&B 1 SW SEC 6 T7 P	Michael R Souter	307 171 St	.461	7062020230
LT 5 A 1 A&B 1 SW SEC 6 T7 PL 17005	Peace Portal Properties Ltd	285 171 St	.241	7062030120
LT 6 4 SW SEC 6 T7 PL 7418	Robert A Hambrook	63 172 St	.405	7062040162
LT 6 BK A&B SW SEC 6 T7 PL 17005	Wendy Boyko Nora I Wiens	275 171 St	.241	7062050088 706205012X
LT 7 BK 4 SW SEC 6 T7 PL 7418 1.	Richard J Wiens Brian R Somerville	75 172 St	.405	706205012X 7062060045
LT 7 A 1 A&B 1 SW SEC 6 T7 PL 17005	Janelle S Somerville Rhys P Leonard	265 171 St	.24281	7062060045 7062060045
LT 8 BK 4 SW SEC 6 T7 PL 7418	Kambi O Wilson Lorne A Gibson	89 172 St	.405	7062060045 7062060100
LT 8 A 1 A&B 1 SW SEC 6 T7 PL 17005	Barbara J Gibson Candace G Leonard	255 171 St	.241	7062060100 7062070063
PT BK 9 SW SEC 6 T7 SK 5578 (OKA PCL A	Philip I Leonard Kimberly M Gulka	61 170 St	2.428	7062070105 7062070105
LT 9 PT BK 4 SW SEC 6 T7 PL 7418 1.	Wilma F Gulka Quadri Properties Ltd	111 172 St	.405	7062080020 7062080044
LT 10 4 SW 6 T7 PL 7418	Darshan S Rangi Mohinder Bining	141 172 St	.405	7062090049 7062090049
LT 11 BK 4 SW SEC 6 T7 PL 7418 1.	Devinder Parmar Kathleen F Cybulskie	155 172 St	.405	7062090049 7062100067
LT 12 BK 4 SW SEC 6 T7 PL 7418	Mark Cybulskie James W Loudon	161 172 St	.404	7062100067 7062110061

The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00

DWA File: 8507-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 13 BK 4 SW SEC 6 T7	Ginny J Loudon Man C Ho	193 172 St	.465	7062110061 7062120066
LT 14 BK 4 SW SEC 6 T7	Yung C Ho Man-Chu Poon Vivien C Poon	86 171 St	.366	7062120066 7062120066 7062120066
LT 15 PT BK 4 SW SEC 6 T7	Alan E Smith Laurie J Smith Roger Jones	108 171 St	.366	7062130060 7062130060 7062140144
LT 16 PT BK 4 SW SEC 6 T7	Linda D Mattes William J Cheyney Sharon L Ruiter	176 171 St	.404	7062140144 7062150083 7062150083
LT 22 BK 4 SW SEC 6 T7	Joseph R Connolly Helen A Connolly	276 171 St	.476	706221002X 706221002X
LT 51 SW SEC 6 T7	Chu Zhao	245 172 St	.571	7062500021
LT 57 SW SEC 6 T7	0892624 Bc Ltd	133 171 St	.581	7062530025
LT 58 SW SEC 6 T7	Jasbinder S Gill Jaspal S Randhawa Narinder S Sidhu Lakhbir S Toor	103 171 St	.581	7062535023 7062535023 7062535023 7062535023
LT 59 SC SW6 T7 PL60594	Sonia Toor	17102 4 Ave	.394	7062535023
LT 60 SC SW6 T7 PL60594	Leila M Blades 4th Avenue Developments Inc	17108 4 Ave	.483	706254002X 7062545028
LT 61 SC SW6 T7 PL60594	Gurcharan S Tiwana Jaswinder S Brar Nachhattar S Dhaliwal Zora S Dhaliwal	376 171 St	.574	7062550024 7062550024 7062550024 7062550024

Project File: 7807-0041-00
DWA File: 8507-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
	Manpreet S Grewal			7062550024
	Jasdeep K Grewal			7062550024
LT 66 SC SW6 T7 PL62792	Cantera Systems Ltd	267 172 St	.516	7062575021
LT 67 SC SW6 T7 PL62792	Peace Initiatives Ltd	287 172 St	.515	7062580028
LT 68 SC SW6 T7 PL62792	Peace Initiatives Ltd	311 172 St	.514	7062585026
LT 69 SC SW6 T7 PL62792	Peace Initiatives Ltd	17162 4 Ave	1.487	7062590022
LT A BK 7 SW SEC 6 T7 PL 16117	Quadri Properties Ltd	64 170 St	.352	7062900084
PCL A LT 4 SW SEC 6 T7 PL 17785	Sandra Carpenter	260 171 St	.365	7062900126
PCL B LT 4 SW SEC 6 T7 PL 17785	Robert & Sandra Byers	246 171 St	.446	7062910065
	Sandra J Byers			7062910065
PCL C LT 4 SW SEC 6 T7 EXP 8007	Peace Arch Propertiesltd	58 171 St	.761	7062920022
W165' 1 A&B N1/2 SEC 32 R1E PL 9374	Edgar Properties 00 Inc	17350 4 Ave	.981	7500000182
LT 1 PCLS A&B N 1/2 SEC 32 R1EPL9374 (EX	0762235 Bc Ltdapex Management Services Ltd	17480 4 Ave	2.934	7500000212
	0693108 Bc Ltd			7500000212
	Span Projects Inc546598 Bc Ltd			7500000212
LT 2 A&D-G SEC 32 R1E PL 6323	Philip A Hain	17377 0 Ave	.375	750001014X
	Wendy D Hain			750001014X
LT 2 PCLSA&B N 1/2 SEC 32 R1E PL 937	Pax Ventures Ltd	17340 4 Ave	1.627	7500010163
LT 3 A,D,E,F&G SEC 32 R1E PL 6323	Adrain P Dyer	17361 0 Ave	.405	7500020181
	Michelle M Dyer			7500020181
	Monica E Spreitzer			7500020181
LT 5 A,D,E,F&G SEC 32 R1E PL 6323	701492 Bc Ltd	17341 0 Ave	.405	7500020181
LT 5 A&B PCL K SEC 32 R1E PL 16071	701492 Bc Ltd	222 172 St	2.688	7500040027
LT 6 BK F SEC 32 R1E PL 6323	701492 Bc Ltd	17329 0 Ave	.405	7500040040
LT 6 A&B PCL K N 1/2 SEC 32 R1E PL 160	THE BOARD OF EDUCATION OF SCHOOL DISTR	17285 2 Ave	.78	7500050045
LT 7 A D E F G SEC 32 R1E PL 6323	Henry Hildebrand	17319 0 Ave	.405	7500050069
				750006004X

The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00

DWA File: 8507-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 10 PCL A D E F G SEC 32 RIE PL 632	Kenneth I Drummond	17287 0 Ave	.405	750009002X
LT 11 PCLS A,D,E,F,G SEC 32 RIE PL 632	Michael A Simpson	17277 0 Ave	.405	7500100024
LT 12 N1/2 SEC 32 RIE PL 37342	Lynda C Simpson	17414 4 Ave	1.08	7500100024
LT 12 BK A&E SEC 32 RIE PL 6323	0701492 Bc Ltd	17265 0 Ave	.405	7500110017
LT 13 A,S,E,F&G SE SEC 32 RIE PL 632	0701492 Bc Ltd	17253 0 Ave	.405	7500110029
LT 14 A&D&E&F&G SEC 32 RIE PL 6323	701492 Bc Ltd	17241 0 Ave	.405	7500120023
	Robert Yearsley			7500130028
	Jacqueline Yearsley			7500130028
	Toke Adams			7500130028
LT 14 SEC 32 BK IN RIE PL 40918	Peace Portal Holdings Ltd	17467 2 Ave	.643	7500130028
LT 15 A,D,E,F&G SEC 32 RIE PL 6323	0701492 B C Ltd	17235 0 Ave	.404	7500130041
LT 15 SEC 32 RIE PL 43407	Peace Portal Holdings Ltd	17415 2 Ave	1.619	7500140022
LT 16 SEC 32 RIE PL 43407	Peace Park Holdings Ltd	17449 2 Ave	1.564	7500140046
LT 17 SEC 32 RIE PL 43285	Peace Portal Holdings Ltd	17448 2 Ave	1.71	7500150027
LT 17 SEC 32 RIE PL 47935	THE BOARD OF EDUCATION OF SCHOOL DISTR	17335 2 Ave	.793	7500160021
LT 18 SEC 32 RIE PL 43285	701492 Bc Ltd	17429 0 Ave	1.71	7500160045
LT 21 SC 32 RIE PL 61722	701492 Bc Ltd	17375 2 Ave	.404	7500170026
LT 22 SEC 32 RIE PL 6323	701492 Bc Ltd	148 172 St	.405	750020002X
LT 23 A,D,E,F&G SEC 32 RIE PL 6323	Katherine A Larson	158 172 St	.405	7500210024
	Keith R Larson			7500220029
LT 24 A SEC 32 RIE PL 6323	Fred R Kilby	172 172 St	.07	7500230023
	Jean Carriere			7500230023
LT 27 BK A SEC 32 BIN RIE PL 6323	0701492 Bc Ltd	17318 2 Ave	.405	7500260027
LT 28 BK A SEC 32 RIE PL 6323	Alfred J Hunter	17324 2 Ave	.405	7500270021
	Donna L Schoenborn			7500270021
LT 29 BK A SEC 32 RIE PL 6323	Bruce J Strachan	17334 2 Ave	.405	7500280026

The City of Surrey
 Schedule A
 Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00
 DWA File: 8507-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 30 BK A SEC 32 BIN R1 E PL 6323	Regina Strachan 701492 Bc Ltd	17344 2 Ave	.405	7500280026
LT 31 BK A SEC 32 BIN R1 E PL 6323	Raymond B Lamb	17354 2 Ave	.405	7500290020
LT 33 A,D,E,F&G SEC 32 R1 E PL 6323	701492 Bc Ltd	17374 2 Ave	.374	7500300025
LT 34 A,D,E,F&G SEC 32 R1 E PL 6323	Gordon R Lee	17384 2 Ave	.404	7500330029
LT 35 A,D,E,F&G SEC 32 R1 E PL 6323	701492 Bc Ltd	17396 2 Ave	.404	7500340023
LT 36 A,D,E,F&G SEC 32 R1 E PL 6323	701492 Bc Ltd	17414 2 Ave	.421	7500350028
LT 37 A&D-G SEC 32 R1 E PL 6323	701492 Bc Ltd	17301 0 Ave	.81	7500360022
LT C SEC 32 R1 E PL 3103 (EX REF 87	White Rock Tudor Inn Ltd	187 176 St	2.2	7500920064
PCL K H&PT C&1 S1/2 SEC 32 R1 E REF 10397	Kurt W Spreitzer	17453 0 Ave	.463	7500955029
PCL M SEC 32 R1 E PL 22097E (EX EXP 11	Hendrika Spreitzer			7500955029
W128' PCL N N1/2 SEC 32 R1 E PL 20873E	Portal Village Management Ltd	17262 4 Ave	3.617	750095704X
LT 1 SC 32 BIN R1 E PLBCP28849	THE BOARD OF EDUCATION OF SCHOOL DISTR	17307 2 Ave	.782	7500958043
LT 59 SC 32 BIN R1 E PLBCP33474	Antonio Madrid	17351 0 Ave		7500000303
LT 311 SEC 32 BIN R1 E PLBCP33476	Andrew M Zlot	17373 2 Ave	.238	7500540024
	Michelle M Dyer	17361 0 Ave		750030013X
	Monica E Spreitzer			750030013X
	Adrian P Dyer			750030013X

SCHEDULE "B"

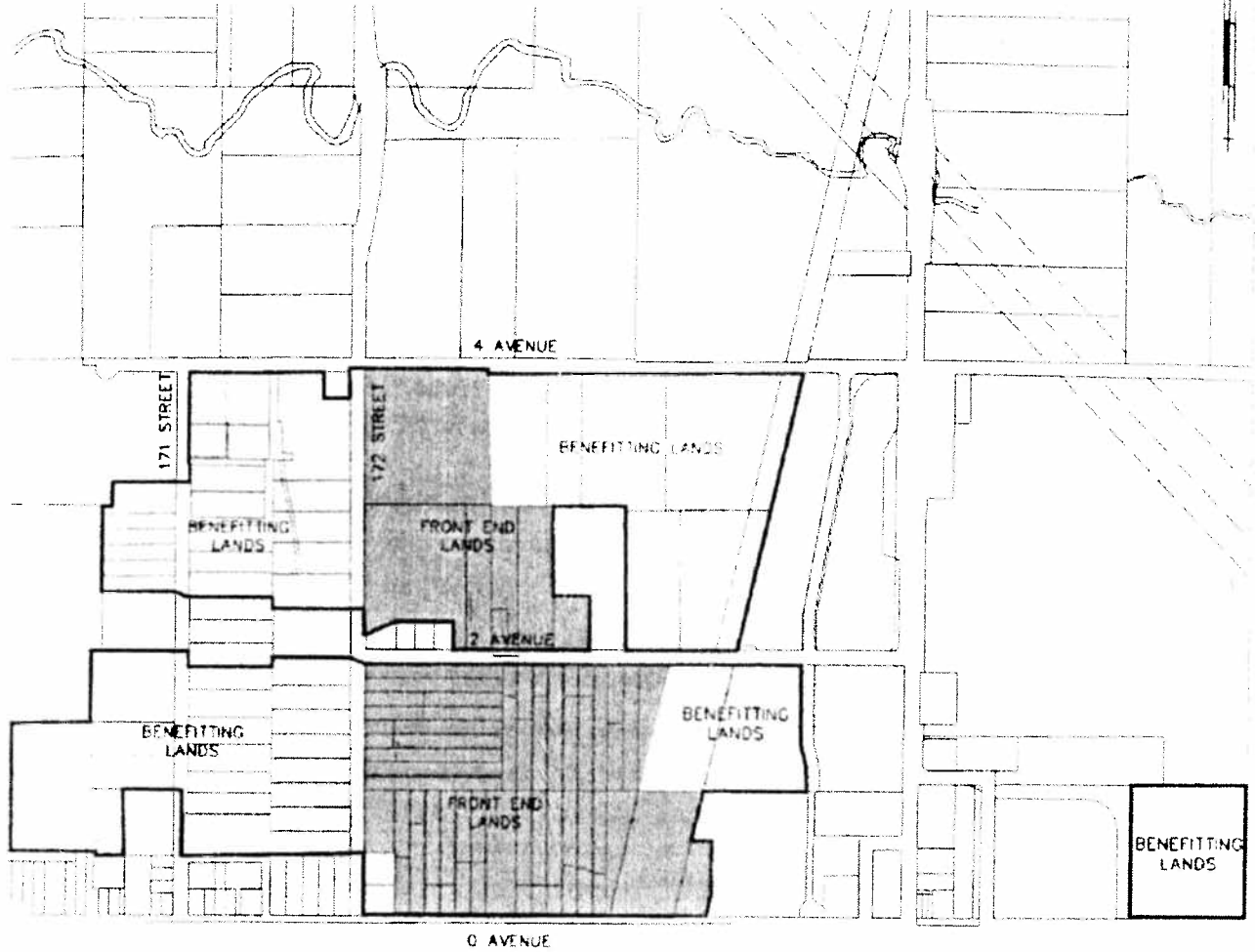
DESCRIPTION OF SANITARY SEWER WORKS

Means and includes anything and everything required for the design, engineering and construction of a sanitary sewer replacement on 8 Avenue between 164 Street and 164A Street, on 8 Avenue between 164A Street and 165 Street, a new sanitary sewer pump station (Peace Portal Pump Station) located at 4 Avenue and 175 Street, forcemain on 4 Avenue from Peace Portal Pump Station and 171 Street, trunk sewer upsizing on 174 Street between 2 Avenue and 4 Avenue, and upgrades of Semiahmoo Pump Station also referred to in the Douglas NCP Amendment Sanitary Servicing Strategy, dated March, 2007.

SCHEDULE "C"

BENEFITING AREA MAP

Schedule 'A'
DWA Graphic
(SANITARY WORKS)



Appendix IV

Development Works Agreement (Drainage) –
Douglas Neighbourhood Concept Plan By-law, 2012, No. 17478

CITY OF SURREY

BY-LAW NO. 17478

A by-law to enter into a Development Works Agreement (Drainage) to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct works as identified in the Development Works Agreement to service properties within a portion of the Douglas Neighbourhood Concept Plan; to define the benefiting real property and to establish that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand Works by the City or by the developer and the cost of constructing the Works shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct Works (as defined in the agreement) to serve a portion of the Douglas Neighbourhood Concept Plan pursuant to Section 937.1(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient; and
- D. AND WHEREAS it is deemed expedient to grant the prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the Works.

NOW THEREFORE, the City Council of the City of Surrey ("the City"), in open meeting assembled, ENACTS AS FOLLOWS:

- 1. This By-law shall be cited for all purposes as "Development Works Agreement (Drainage) – Douglas Neighbourhood Concept Plan By-law, 2012, No. 17478".
- 2. The City Council is hereby authorized to enter into that certain Development Works Agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").

3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall increase each year by 5% as specified in the Development Works Agreement.

PASSED FIRST READING on the _____ day of _____, 2012.

PASSED SECOND READING on the _____ day of _____, 2012.

PASSED THIRD READING on the _____ day of _____, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the _____ day of _____, 2012.

_____MAYOR

_____CLERK

**CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT (DRAINAGE)**

Agreement 8607-0041-00-1 (Drainage)

THIS AGREEMENT dated for reference the _____ day of __ February, 2012.

BETWEEN:

CITY OF SURREY, at 14245 - 56th Avenue,
City of Surrey, Province of British Columbia, V3X 3A2

(the "City")

OF THE FIRST PART

AND:

CRESSEY (DOUGLAS) DEVELOPMENT LIMITED PARTNERSHIP
of #800 - 925 Georgia Street, Vancouver, British Columbia, V6C 3L2

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Douglas Neighbourhood Concept Plan is identified in column two entitled "Legal Description" in Schedule "A" and as illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column one entitled "Registered Property Owners"(as hereinafter defined);
- C. **AND WHEREAS** the Works as (hereinafter defined) have be constructed;
- D. **AND WHEREAS** the Developer shall undertake the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Drainage Works and has agreed to facilitate such acquisition and construction for the development of the Benefiting Area(as hereinafter defined);
- G. **AND WHEREAS** Sections 937.1 and 937.2 of the *Act* authorize Council to enter into an agreement to permit an owner to provide services in lieu of the payment of all or any portion of a development cost charge; and
- H. **AND WHEREAS** Development Works Agreement (Drainage) – Douglas Neighbourhood Concept Plan, By-law, 2012, No.17478 authorizing the parties to enter into this Agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Works by the Developer will be introduced to Council.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. DEFINITIONS

In this Agreement and in the recital above:

"Act" means the *Local Government Act*, R.S.B.C. 1996, c. 323, as revised, re-enacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all Schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A." attached hereto;

"Capital Cost" means costs incurred by the Developer to construct the Works as determined in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means Jun 29, 2010;

"Council" means the elected Council of the City;

"Developer" means Cressey (Douglas) Development Limited Partnership;

"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, 2002, No. 14650, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

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

"Maximum Amount" means the amount as specified in 3.6 provided the City collects the Specified Charge from the Owners, pursuant to this Agreement;

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

"Works" means drainage Works and related appurtenances as described in Schedule "B."

"Specified Charge" means a debt payable to the City in the maximum amount of Twenty-Seven Thousand, Nine Hundred Seventy-Two (\$27,972.00) Canadian Dollars for each hectare of land or portion thereof 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, enacted by the City under the *Act* as such By-law is amended or replaced from time to time.

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

2. WORKS

- .1 The Developer shall be solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works, subject to the direction of the City.
- .2 The parties acknowledge that, as of the date of this agreement, the Capital Cost is Four Million, Four Hundred Twenty-Two Thousand, Three Hundred Fifty-Eight (\$4,422,358.00) Canadian Dollars, including applicable taxes.
- .3 The Developer agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.

- .4 The Developer agrees to complete the construction of the Works on or before the Completion Date.

3. PAYMENT FOR WORKS

- .1 Each of the Owners shall pay the Specified Charge to the City on or before the date when the Development Cost Charges pursuant to the Development Cost Charge By-law are payable.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager, Engineering agrees in writing that a portion the land is not able to be developed due to agricultural land designation, topographic reasons or environmental sensitivity.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 Until the Specified Charge is paid, Council, an Approving Officer, or other municipal authority is not obligated to:
 - (a) approve a subdivision plan, a phase 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
 - (b) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .5 The City is not responsible for financing any of the costs of the Sanitary Sewer Works.
- .6 The Maximum Amount payable is calculated by multiplying the Specified Charge by (the Benefiting Area less the Developer's area). For clarity this means the amount payable to the Developer, pursuant to this Agreement will be by multiplying the Specified Charge of Twenty-Seven Thousand, Nine Hundred Seventy-Two (\$27,972.00) Canadian Dollars including applicable taxes by (the Benefiting Area of Fifty-Seven decimal Twenty-Three Hectares (57.23) less the Developer's area of Twenty-Four decimal Six Hectares (24.6)) which equals the Maximum Amount payable of Nine Hundred Twelve Thousand, Seven Hundred Twenty-Six and Thirty-Six Cents (\$912,726.36) Canadian Dollars including applicable taxes.
- .7 In consideration of the completion of the Works by the Developer, to the satisfaction of the General Manager, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area who have not heretofore contributed to the cost of construction thereof, the Specified Charge. The Specified Charge shall be escalated at an interest rate of 5% per annum and shall be conclusive against the Owners of the Benefiting Area.
- .8 The City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement for the sums collected from the Owners of the Benefiting Area at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.
- .9 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City Treasurer shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City Treasurer, in his judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this

Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. TERM

- .1 The term of this Agreement shall commence on the Completion Date and shall expire on June 28, 2025, (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners of the Benefiting Area within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount payable and interest as specified herein.

5. INDEMNITY

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. CITY'S COSTS

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$4,240.00 which includes GST. The City acknowledges the receipt of payment by Receipt No. 356143 paid to the City on May 28, 2007 for the preparation and administration of this Agreement.

7. NOTICES

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

Cressey (Douglas) Development Limited Partnership
#800 - 925 W. Georgia Street
Vancouver, B.C. V6C 3L2

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
14245 - 56th Avenue

Surrey, B.C. V3X 3A2

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

12. **CONFLICT**

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

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

CITY OF SURREY

by its authorized signatories

Mayor

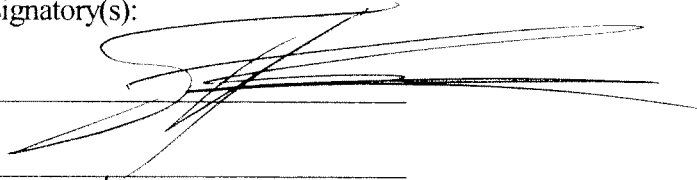
City Clerk

CRESSEY (DOUGLAS) DEVELOPMENT LIMITED PARTNERSHIP

by its General Partner

CRESSEY (DOUGLAS) GENERAL PARTNERSHIP LTD.

as per their duly appointed
signatory(s):



Project File: 7807-0041-00
DWA File: 8607-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 1 BK A,D,E,F,G SE SEC 6 T7PL 6323 1.	701492 Bc Ltd	17383 0 Ave	.455	7061000065
LT 1 SE SC 6 T7 PL78159 PART: SE1/4 PID	Lakhinder S Dhillon	42 172 St	.203	7061000077
	Nirmal K Dhillon			7061000077
	Sanjit Dhillon			7061000077
	Manveet Dhillon			7061000077
LT 2 SE SC 6 T7 PL78159 PART: SE1/4 PID	Andrew N Ronalds	17213 0 Ave	.203	7061010010
	Wun-Yee A Chau			7061010010
LT 4 A,D,E,F,G SE SEC 6 T7 PL 6323	Antonio Madrid	17351 0 Ave	.405	7061030021
	Antonio & Montserrat Madrid			7061030021
BK 16&17 A,D-G SE SEC 16 T7 SK 11007	701492 Bc Ltd	78 172 St	.402	7061150026
LT 18 A D E F G SE SEC 6 T7 PL 6323	701492 Bc Ltd	104 172 St	.404	7061170025
LT 19 A D E F G SE SEC 6 T7 PL 6323	701492 Bc Ltd	120 172 St	.404	706118002X
LT 20 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	130 172 St	.404	7061190024
LT 21 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	140 172 St	.405	7061200029
LT 25 SE SEC 32 T7 R1E PL 6323 1A	701492 Bc Ltd	186 172 St	.405	7061240027
LT 26 A,D,E,F,G SE SEC 6 T7 PL 6323 1A	701492 Bc Ltd	17212 2 Ave	.407	7061250021
LT 32 BK A SEC 32 R1E PL 6323 1A	Bernard J Westdorp	17366 2 Ave	.404	7061310029
	Joyce F Westdorp			7061310029
LT 1 SC 6 T7 SW PL68026	Peace Initiatives Ltd	310 171 St	.405	7062000218
LT 1 SW SC 6 T7 PL 68184	Elaine Pyper	156 171 St	.477	706200022X
	Gerhardus A Pyper			706200022X
LT 2 BK A&B SW SEC 6 T7 PL 15062 0	William E Short	249 171 St	.241	7062010182
	Ida F Short			7062010182
LT 2 SC 6 T7 6SW PL68026T SW	Basharat A Sidhu	300 171 St	.405	7062010194
	555 Investments Ltd			7062010194
	555 Investments Ltd			7062010194

The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00

DWA File: 8607-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 2 SW SC 6 T7 PL68184	Ernest C Webb	138 171 St	.448	7062010200
LT 3 SW SC 6 T7 PL68184	Shirley E Webb			7062010200
LT 4 PCL A BK 1 A&B 1 SW SEC 6 T7 P	Michael R Souter	114 171 St	.477	7062020230
LT 5 A 1 A&B 1 SW SEC 6 T7 PL 17005	Peace Portal Properties Ltd	307 171 St	.461	7062030120
LT 6 4 SW SEC 6 T7 PL 7418	Robert A Hambrook	285 171 St	.241	7062040162
LT 6 BK A&B SW SEC 6 T7 PL 17005	Wendy Boyko	63 172 St	.405	7062050088
	Nora I Wiens	275 171 St	.241	706205012X
	Richard J Wiens			706205012X
LT 7 BK 4 SW SEC 6 T7 PL 7418 1.	Brian R Somerville	75 172 St	.405	7062060045
	Janelle S Somerville			7062060045
	Rhys P Leonard			7062060045
	Kambi O Wilson			7062060045
LT 7 A 1 A&B 1 SW SEC 6 T7 PL 17005	Lorne A Gibson	265 171 St	.24281	7062060100
	Barbara J Gibson			7062060100
LT 8 BK 4 SW SEC 6 T7 PL 7418	Candace G Leonard	89 172 St	.405	7062070063
	Philip I Leonard			7062070063
LT 8 A 1 A&B 1 SW SEC 6 T7 PL 17005	Kimberly M Gulka	255 171 St	.241	7062070105
	Wilma F Gulka			7062070105
PT BK 9 SW SEC 6 T7 SK 5578 (OKA PCL A	Quadri Properties Ltd	61 170 St	2.428	7062080020
LT 9 PT BK 4 SW SEC 6 T7 PL 7418 1.	Darshan S Rangj	111 172 St	.405	7062080044
LT 10 4 SW 6 T7 PL 7418	Mohinder Bining	141 172 St	.405	7062090049
	Devinder Parmar			7062090049
LT 11 BK 4 SW SEC 6 T7 PL 7418 1.	Kathleen F Cybulskie	155 172 St	.405	7062100067
	Mark Cybulskie			7062100067
LT 12 BK 4 SW SEC 6 T7 PL 7418	James W Loudon	161 172 St	.404	7062110061
	Ginny J Loudon			7062110061

Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00

DWA File: 8607-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 13 BK 4 SW SEC 6 T7	Man C Ho	193 172 St	.465	7062120 066
	Yung C Ho			7062120 066
	Man-Chu Poon			7062120 066
	Vivien C Poon			7062120 066
LT 14 BK 4 SW SEC 6 T7	Alan E Smith	86 171 St	.366	7062130 060
	Laurie J Smith			7062130 060
LT 15 PT BK 4 SW SEC 6 T7	Roger Jones	108 171 St	.366	7062140 144
	Linda D Mattes			7062140 144
LT 16 PT BK 4 SW SEC 6 T7	William J Cheyney	176 171 St	.404	7062150 083
	Sharon L Ruiter			7062150 083
LT 22 BK 4 SW SEC 6 T7	Joseph R Connolly	276 171 St	.476	7062210 02X
	Helen A Connolly			7062210 02X
LT 51 SW SEC 6 T7	Chu Zhao	245 172 St	.571	7062500 021
LT 57 SW SEC 6 T7	0892624 Bc Ltd	133 171 St	.581	7062530 025
LT 58 SW SEC 6 T7	Jasbinder S Gill	103 171 St	.581	7062535 023
	Jaspal S Randhawa			7062535 023
	Narinder S Sidhu			7062535 023
	Lakhbir S Toor			7062535 023
	Sonia Toor			7062535 023
LT 59 SC SW6 T7	Leila M Blades	17102 4 Ave	.394	7062540 02X
LT 60 SC SW6 T7	4th Avenue Developments Inc	17108 4 Ave	.483	7062545 028
LT 61 SC SW6 T7	Gurcharan S Tiwana	376 171 St	.574	7062550 024
	Jaswinder S Brar			7062550 024
	Nachhattar S Dhaliwal			7062550 024
	Zora S Dhaliwal			7062550 024
	Manpreet S Grewal			7062550 024

The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00
DWA File: 8607-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 66 SC SW6 T7 PL62792	Jasdeep K Grewal	267 172 St	.516	7062550024
LT 67 SC SW6 T7 PL62792	Cantera Systems Ltd	287 172 St	.515	7062575021
LT 68 SC SW6 T7 PL62792	Peace Initiatives Ltd	311 172 St	.514	7062580028
LT 69 SC SW6 T7 PL62792	Peace Initiatives Ltd	17162 4 Ave	1.487	7062585026
LT A BK 7 SW SEC 6 T7 PL 16117	Peace Initiatives Ltd	64 170 St	.352	7062590022
PCL A LT 4 SW SEC 6 T7 PL 17785	Quadri Properties Ltd	260 171 St	.365	7062900084
PCL B LT 4 SW SEC 6 T7 PL 17785	Sandra Carpenter	246 171 St	.446	7062900126
PCL C LT 4 SW SEC 6 T7 EXP 8007	Robert & Sandra Byers			7062910065
W165' 1 A&B N1/2 SEC 32 R1E PL 9374	Sandra J Byers	58 171 St	.761	7062910065
LT 1 PCLS A&B N 1/2 SEC 32 R1E PL9374 (EX	Peace Arch Properties Ltd	17350 4 Ave	.981	7500000182
	Edgar Properties 00 Inc	17480 4 Ave	2.934	7500000212
	0762235 Bc Ltdapex Management Services Ltd			7500000212
	0693108 Bc Ltd			7500000212
LT 2 A&D-G SEC 32 R1E PL 6323	Span Projects Inc546598 Bc Ltd	17377 0 Ave	.375	7500000212
	Philip A Hain			750001014X
	Wendy D Hain			750001014X
LT 2 PCLSA&B N 1/2 SEC 32 R1E PL 937	Pax Ventures Ltd	17340 4 Ave	1.627	750000163
LT 3 A,D,E,F&G SEC 32 R1E PL 6323	Adrain P Dyer	17361 0 Ave	.405	7500020181
	Michelle M Dyer			7500020181
	Monica E Spreitzer			7500020181
LT 5 A,D,E,F&G SEC 32 R1E PL 6323	701492 Bc Ltd	17341 0 Ave	.405	7500040027
LT 5 A&B PCL K SEC 32 R1E PL 16071	701492 Bc Ltd	222 172 St	2.688	7500040040
LT 6 BK F SEC 32 R1E PL 6323	701492 Bc Ltd	17329 0 Ave	.405	7500050045
LT 6 A&B PCL K N 1/2 SEC 32 R1E PL 160	THE BOARD OF EDUCATION OF SCHOOL DISTR	17285 2 Ave	.78	7500050069
LT 7 A D E F G SEC 32 R1E PL 6323	Henry Hildebrand	17319 0 Ave	.405	750006004X
LT 10 PCL A D E F G SEC 32 R1E PL 632	Kenneth I Drummond	17287 0 Ave	.405	750009002X

The City of Surrey
Schedule A
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7807-0041-00

DWA File: 8607-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 11 PCLS A,D,E,F,G SEC 32 RIE PL 632	Michael A Simpson	17277 0 Ave	.405	7500100024
LT 12 N1/2 SEC 32 RIE PL 37342	Lynda C Simpson	17414 4 Ave	1.08	7500100024
LT 12 BK A&E SEC 32 RIE PL 6323	0701492 Bc Ltd	17265 0 Ave	.405	7500110017
LT 13 A,S,E,F&G SE SEC 32 RIE PL 632	0701492 Bc Ltd	17253 0 Ave	.405	7500110029
LT 14 A&D&E&F&G SEC 32 RIE PL 6323	701492 Bc Ltd	17241 0 Ave	.405	7500120023
	Robert Yearsley			7500130028
	Jacqueline Yearsley			7500130028
	Toke Adams			7500130028
LT 14 SEC 32 BK1N RIE PL 40918	Peace Portal Holdings Ltd	17467 2 Ave	.643	7500130041
LT 15 A,D,E,F&G SEC 32 RIE PL 6323	0701492 B C Ltd	17235 0 Ave	.404	7500140022
LT 15 SEC 32 RIE PL 43407	Peace Portal Holdings Ltd	17415 2 Ave	1.619	7500140046
LT 16 SEC 32 RIE PL 43407	Peace Park Holdings Ltd	17449 2 Ave	1.564	7500150027
LT 17 SEC 32 RIE PL 43285	Peace Portal Holdings Ltd	17448 2 Ave	1.71	7500160021
LT 17 SEC 32 RIE PL 47935	THE BOARD OF EDUCATION OF SCHOOL DISTR	17335 2 Ave	.793	7500160045
LT 18 SEC 32 RIE PL 43285	701492 Bc Ltd	17429 0 Ave	1.71	7500170026
LT 21 SC 32 RIE PL61722	701492 Bc Ltd	17375 2 Ave	.404	750020002X
LT 22 SEC 32 RIE PL 6323	701492 Bc Ltd	148 172 St	.405	7500210024
LT 23 A,D,E,F&G SEC 32 RIE PL 6323	Katherine A Larson	158 172 St	.405	7500220029
	Keith R Larson			7500220029
LT 24 A SEC 32 RIE PL 6323	Fred R Kilby	172 172 St	.07	7500230023
	Jean Carriere			7500230023
LT 27 BK A SEC 32 BIN RIE PL 6323	0701492 Bc Ltd	17318 2 Ave	.405	7500260027
LT 28 BK A SEC 32 RIE PL 6323	Alfred J Hunter	17324 2 Ave	.405	7500270021
	Donna L. Schoenborn			7500270021
LT 29 BK A SEC 32 RIE PL 6323	Bruce J Strachan	17334 2 Ave	.405	7500280026
	Regina Strachan			7500280026

Project File: 7807-0041-00
DWA File: 8607-0041-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 30 BK A SEC 32 BIN R1E PL 6323	701492 Bc Ltd	17344 2 Ave	.405	7500290020
LT 31 BK A SEC 32 BIN R1E PL 6323	Raymond B Lamb	17354 2 Ave	.405	7500300025
LT 33 A,D,E,F&G SEC 32 R1E PL 6323	701492 Bc Ltd	17374 2 Ave	.374	7500320024
LT 34 A,D,E,F&G SEC 32 R1E PL 6323	Gordon R Lee	17384 2 Ave	.404	7500330029
LT 35 A,D,E,F&G SEC 32 R1E PL 6323	701492 Bc Ltd	17396 2 Ave	.404	7500340023
LT 36 A,D,E,F&G SEC 32 R1E PL 6323	701492 Bc Ltd	17414 2 Ave	.421	7500350028
LT 37 A&D-G SEC 32 R1E PL 6323	701492 Bc Ltd	17301 0 Ave	.81	7500360022
PCL K H&PT C&1 S1/2 SEC 32 R1EREF 10397	Kurt W Spreitzer	17453 0 Ave	.463	7500955029
	Hendrika Spreitzer			7500955029
PCL M SEC 32 R1E PL 22097E (EX EXP 11	Portal Village Management Ltd	17262 4 Ave	3.617	750095704X
W128' PCL N N1/2 SEC 32 R1E PL 20873E	THE BOARD OF EDUCATION OF SCHOOL DISTR	17307 2 Ave	.782	7500958043
LT 1 SC 32 BIN R1E PLBCP28849	Antonio Madrid	17351 0 Ave		7500000303
LT 59 SC 32 BIN R1E PLBCP33474	Andrew M Zlot	17373 2 Ave	.238	7500540024
LT 311 SEC 32 BIN R1E PLBCP33476	Michelle M Dyer	17361 0 Ave		750030013X
	Monica E Spreitzer			750030013X
	Adrian P Dyer			750030013X

SCHEDULE "B"

DESCRIPTION OF STORM DRAINAGE WORKS

Means and includes anything and everything required for the design, engineering and construction of Storm Sewer on 173 Street between 2A Avenue to 3A Avenue, on 3A Avenue between 173 Street and 174 Street, on 174 Street between 3A Avenue and 4 Avenue, on 4 Avenue between 174 Street and 176 Street, on 176 Street between 4 Avenue and little Campbell River and upgrade culverts on Little Campbell River crossing at Highway 99 south of 8 Avenue also referred to in the Douglas NCP Amendment Storm Drainage Servicing Concept, dated February, 2007

SCHEDULE "C"

BENEFITING AREA MAP

DWA Graphic
(STORM WORKS)

