

THE CORPORATION OF THE DISTRICT OF SURREY

BY-LAW NO. 11343

A by-law to amend the provisions of
"Surrey Land Use Contract No. 542
Authorization By-law, 1978, No. 5719."

.....

NOW, THEREFORE, the Municipal Council of The Corporation of the District of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. "Surrey Land Use Contract No. 542, Authorization By-law, 1978, No. 5719" is hereby amended as follows:

(a) The Corporation of the District of Surrey is hereby authorized and empowered to enter into an amending Land Use Contract with Stonehenge Developments Ltd. for the development and use of certain lands and premises located within the Municipality of Surrey, in the Province of British Columbia, and more particularly known as described as:

Parcel "B" (M87813E) Lot 3 EXCEPT: Part Subdivided by Plan 34303; Section 20, Township 2, New Westminster District, Plan 3440

(13251/53/55/57/59 and 13261/63/65/67/69/71 - 72 Avenue)

which said development shall be carried out and completed in accordance with the terms of the contract, a copy of which is attached to and forms a part of this By-law, and is marked Schedule "One (1)" to this By-law, and which contract becomes an amendment to the Land Use Contract which forms Schedule One (1) of By-law 5719.

(b) The said amending Land Use Contract between the Corporation of the District of Surrey and Stonehenge Developments Ltd. shall have the force and effect of a Restrictive Covenant running with the hereinbefore described lands and shall be registered in the Land Title Office by the Corporation of the District of Surrey.

(c) The Mayor and Clerk are hereby authorized and empowered to sign and affix the Corporate Seal to the amending Land Use Contract and to do all acts necessary and incidental to the completion of the said amending Land Use Contract No. 542.

2. This By-law shall be cited for all purposes as "Surrey Land Use Contract No. 542, Authorization By-law, 1978, No. 5719 Amendment By-law, 1992, No. 11343."

FIRST AND SECOND READINGS this 1st day of June, 1992.

PUBLIC HEARING HELD this 29th day of June, 1992.

READ A THIRD TIME on the 13th day of July, 1992.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 4th day of January, 1993.

_____MAYOR

_____CLERK

THE CORPORATION OF THE DISTRICT OF SURREY

MODIFICATION OF LAND USE CONTRACT 542

THIS AGREEMENT made the day of 199 .

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SURREY, a District Municipality under the "Municipal Act" of the Province of British Columbia, and having its Municipal Offices at 14245 - 56th Avenue, in the Municipality of Surrey, in the Province of British Columbia.

(hereinafter called the "Municipality")

OF THE FIRST PART:

AND:

Stonehenge Developments Ltd.

201 - 7795 - 128 Street

Surrey, B.C.

V3W 4E6

(hereinafter called the "Developer")

OF THE SECOND PART:

WHEREAS the Developer is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of land and premises situated, lying and being in the Municipality of Surrey, in the Province of British Columbia, being more particularly known and described as:

Parcel "B" (M87813E) Lot 3 EXCEPT: Part Subdivided by Plan 34303; Section 20, Township 2, New Westminster District, Plan 3440.

13251/53/55/57/59 and 13261/63/65/67/69/71 - 72 Avenue

hereinafter called "the land";

AND WHEREAS the Municipality and Stonehenge Developments Ltd. entered into a Land Use Contract, designated "Land Use Contract No. 542" respecting the land, which Land Use Contract was adopted by the Municipal Council of The Corporation of the District of Surrey on the 27th day of November, 1978, and registered in the Land Title Office, in the City of New Westminster, in the Province of British Columbia, on the 14th day of December, 1978, under Number P122206.

AND WHEREAS the Municipality and the Developer agree that certain of the requirements, conditions, covenants and agreements set out and expressed in the said Land Use Contract are not properly applicable to the desired development of the land;

AND WHEREAS the Developer has proposed that the said Land Use Contract filed under Number P122206 be amended as hereinafter provided and has made application to the Municipality to initiate such change;

AND WHEREAS the Council of the Municipality having given due regard to the considerations set forth in Sections 956 to 959 and Section 982 of the "Municipal Act," and of the "Surrey Land Use Contract Procedure By-law, 1973, No. 4053," and the Surrey Official Community Plan, has agreed to the terms, conditions and considerations herein contained.

AND WHEREAS a Land Use Contract is deemed to be a Zoning By-law for the purposes of the "Controlled Access Highways Act" and if the land is so situated that it is subject to such "Act", the approval of the Minister of Highways to the use set forth in this Contract must first be obtained before the Municipality can enter into same;

AND WHEREAS a Land Use Contract may not deal with any lands designated flood plain on the Official Regional Plan, until the said Contract is approved by the Minister of Municipal Affairs;

AND WHEREAS the Developer acknowledges that he is fully aware of the provisions and limitations of Section 982 of the "Municipal Act" and of the "Surrey Land Use Contract Procedure By-law, 1973, No. 4053," and the Municipality and the Developer mutually acknowledge and agree that the Council of the Municipality cannot enter into this agreement for the Modification of Land Use Contract No. 542, until the Council has held a Public Hearing thereon, in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such hearing, and unless a majority of all the members of the Council present at the meeting at which the said amendment is considered, vote in favour of the By-law authorizing the Municipality to enter into this agreement for the Modification of Land Use Contract No. 542;

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

1. The Municipality and the Developer acknowledge and agree that the terms and provisions set forth in Land Use Contract designated as "Land Use Contract No. 542", filed under Number P122206 shall apply, mutatis mutandis, to this agreement and to the land and shall continue to apply thereto save and except as hereinafter provided in Clause 2.

2. Upon the execution of this Agreement by the parties hereto and registration thereof at the Land Title Office, in the City of New Westminster, Land Use Contract No. 542 shall be amended as hereinafter provided:

The following uses shall be added to Schedule "B" of Land Use Contract 542, By-law No. 5719:

- (i) - automobile service and repair shops
 - automobile parts
 - marine equipment; and

(ii) - Delete the following words from the current heading: "The use of the land, buildings and structures thereon shall be limited to the following uses"

and replace them with:

"The use of the land, buildings and structures thereon shall be limited to the following uses or to the manufacturing, processing, assembly and service of the following or similar products."

3. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer, other than those in this agreement and in Land Use Contract designated as Land Use Contract No. 542.

4. This agreement shall have the force and effect of a Restrictive Covenant running with the land and shall be registered in the Land Title Office by the Municipality pursuant to the provisions of Section 982(7) of the "Municipal Act" and in accordance with the "Land Title Act."

5. WHEREVER the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the Contract or the parties so require.

6. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. Subject to this Contract, the within works and the development herein shall comply with all of the by-laws of The Corporation of the District of Surrey.

IN WITNESS THEREOF the said parties to this Contract have hereunto set their hands and seal the day and year first above written.

OFFICER
SIGNATURES _____

EXECUTION
DATE _____
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TRANSFEROR/BORROWER/PARTY
SIGNATURE(S) STONEHENGE
DEVELOPMENTS LIMITED BY ITS
AUTHORIZED SIGNATORY _____
THE CORPORATION OF THE DISTRICT
OF SURREY BY ITS AUTHORIZED
SIGNATORIES: _____ MAYOR - ROBERT
BOSE _____ MUNICIPAL CLERK - DONNA
KENNY END OF DOCUMENT

LAND TITLE ACT
FORM C
[\(Section 219.81\)](#)

Province of
British Columbia
(This area for Land

GENERAL INSTRUMENT - Part 1 Title Office use only) PAGE 1 OF 11 PAGES

1. APPLICATION:

JOANNE ROSS, Agent for the District of Surrey, 14245 - 56th Avenue, Surrey, B.C. V3X 3A2 591-4434

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND

(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE "A"

3. NATURE OF INTEREST*

Description Document Reference Person Entitled To Interest
(page and paragraph)

MODIFICATION OF

LAND USE CONTRACT P34896 PAGES 1 TO 11 TRANSFEROR

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):*

THE CORPORATION OF THE DISTRICT OF SURREY, A Municipal Corporation having its offices at 14245 - 56th Avenue in the Municipality of Surrey, Province of British Columbia, V3X 3A2

6. TRANSFeree(S):* including occupation(s), postal address(es) and postal codes

STONEHENGE DEVELOPMENTS LIMITED

6911 Dunsany Place

Richmond, B.C. V7C 4N8

7. ADDITIONAL OR MODIFIED TERMS:*

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferors and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

OFFICER SIGNATURES _____	EXECUTION DATE UAAAAAAAAAAAY ³ M ³ D ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³ 3 ³³ 3 ³ 3AAAAAAAAAAAU	PARTY(IES) SIGNATURE(S) STONEHENGE DEVELOPMENTS LIMITED BY ITS AUTHORIZED SIGNATORY _____
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OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- * If space sufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

OFFICER SIGNATURE(S) _____	EXECUTION DATE UAAAAAAAAAAAY ³ Y ³ M ³ D ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³³ 3 ³ 3 ³ 3 ³ 3 ³³ 3 ³	TRANSFERER/BORROWER/PARTY SIGNATURE(S) THE CORPORATION OF THE DISTRICT OF SURREY BY ITS AUTHORIZED SIGNATORIES: _____ MAYOR _____ MUNICIPAL CLERK
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OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

SCHEDULE "A"

(PID) (LEGAL DESCRIPTION)

001-697-749 Strata Lot 1, Section 20, Township 2, New Westminster District, Strata Plan NW1213, together with an interest in the Common Property in proportion to the unit entitlement of the Strata Lot as shown on Form 1.

001-697-803 Strata Lot 2, Section 20, Township 2, New Westminster District, Strata Plan NW1213, together with an interest in the Common Property in proportion to the unit entitlement of the Strata Lot as shown on Form 1.

001-697-811 Strata Lot 3, Section 20, Township 2, New Westminster District, Strata Plan NW1213, together with an interest in the Common Property in proportion to the unit entitlement of the Strata Lot as shown on Form 1.

001-697-838 Strata Lot 4, Section 20, Township 2, New Westminster District, Strata Plan NW1213, together with an interest in the Common Property in proportion to the unit entitlement of the Strata Lot as shown on Form 1.