

THE CORPORATION OF THE DISTRICT OF SURREY

BY-LAW NO. 10161

A by-law to amend the provisions of
"Surrey Land Use Contract No. 406
Authorization By-law, 1989, No. 10161."

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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. 406, Authorization By-law, 1978, No. 5410" as amended is hereby further 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 Limited, 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:

Strata Lot 2, Section 20, Township 2,

New Westminster District, Strata Plan

NW 1213, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.

(13303 - 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 addition to the Land Use Contract which forms Schedule One (1) of By-law 5410.

(b) The said amending Land Use Contract between the Corporation of the District of Surrey and Stonehenge Developments Limited 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. 406.

2. This By-law shall be cited for all purposes as "Surrey Land Use Contract No. 406, Authorization By-law, 1978, No. 5410, Amendment By-law, 1989, No. 10161."

FIRST AND SECOND READINGS this 31st day of July, A.D., 1989.

PUBLIC HEARING HELD this 11th day of September, A.D., 1989.

READ A THIRD TIME on the 18th day of September, A.D., 1989.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 29th day of January, 1990.

_____MAYOR

THE CORPORATION OF THE DISTRICT OF SURREY

MODIFICATION OF LAND USE CONTRACT 406

THIS AGREEMENT made the 7th day of August 1990.

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 LIMITED, a British Columbia Company having its office at 7220 Westminster Highway, in the Municipality of Richmond, in the Province of British Columbia.

(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:

Strata Lot 2, Section 20, Township 2, New Westminster District, Strata Plan, NW 1213, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.

(13303 - 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. 406" respecting the land, which Land Use Contract was adopted by the Municipal Council of The Corporation of the District of Surrey on the 3rd day of April, 1978, and registered in the Land Title Office, in the City of New Westminster, in the Province of British Columbia, on the 21st day of April, 1978, under Number P34896 and modifications of Land Use Contract 406 which were registered on the 20th day of February, 1986, under Number Z29029, and on the 24th day of March, 1986, under Number Z46528.

AND WHEREAS pursuant to the provisions of the said Land Use Contract No. 406, filed under Number P34896 and modifications of said Land Use Contract No. 406 filed under Numbers Z29029 and Z46528, the land was granted a permitted uses as set out in Schedule "B" which is attached to and forms part of the said Land Use Contract;

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 P34896 and modifications of said Land Use Contract No. 406 filed under Numbers Z29029 and Z46528, 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 963 to 969 and Section 976 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 the Developer acknowledges that he is fully aware of the provisions and limitations of Section 976 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. 406, 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. 406;

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. 406", filed under Number P34896 and amendments to "Land Use Contract No. 406," filed under Numbers Z29029 and Z46528 shall apply, mutatis mutandis, to this agreement and to the land and shall continue to apply thereto save and except as hereinafter provided.

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. 406 and filed under Number P34896 and amendments to Land Use Contract No. 406 filed under Numbers Z29029 and Z46528, shall stand amended as hereinafter provided;

(a) SCHEDULE "B", Schedule of Permitted Land Use is hereby amended by inserting the words "Trade Schools" after the words "Tool Manufacturing" and before the words "Upholstering."

3. The Developer has obtained the consent of all persons holding any registered interest in the land as set out in the consents to the use and development of the land as set forth herein, which consents are attached hereto.

4. 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. 406 as amended.

5. 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."

6. 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.

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

8. 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.

The Corporate Seal of THE CORPORATION)
OF THE DISTRICT OF SURREY was hereunto)

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.