

THE CORPORATION OF THE DISTRICT OF SURREY

BY-LAW NO. 11211

A by-law to amend the provisions of
"Surrey Land Use Contract No. 240
Authorization By-law, 1976, No. 5017.

.....

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. 240, Authorization By-law, 1976, No. 5017" 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 Everest Management 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:

Lot 40, Section 28, Block 5 North,
Range 1 West, New Westminster District,
Plan No. 47979.

(15318 - 104 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 5017.

(b) The said amending Land Use Contract between the Corporation of the District of Surrey and 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. 240.

2. This By-law shall be cited for all purposes as "Surrey Land Use Contract No. 240, Authorization By-law, 1976, No. 5017, Amendment By-law, 1992, No. 11211.

FIRST AND SECOND READINGS this 24th day of February, A.D., 1992.

PUBLIC HEARING HELD this 23rd day of March, A.D., 1992.

READ A THIRD TIME on the 30th day of March, A.D. 1992.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 4th day of May, 1992 .

MAYOR

CLERK

THE CORPORATION OF THE DISTRICT OF SURREY

MODIFICATION OF LAND USE CONTRACT 240

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 - 56 Avenue, in the Municipality of Surrey, in the Province of British Columbia.

(hereinafter called the "Municipality")

OF THE FIRST PART:

AND

EVEREST MANAGEMENT LTD. of

15340 - 104 Avenue

Surrey, B.C.

V3R 1N6

(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:

Lot 40, Section 28, Block 5 North, Range 1 West, New Westminster District, Plan No. 47979.

hereinafter called "the land";

AND WHEREAS the Municipality and Alan Rodney Vines and Guildford Development Corporation entered into a Land Use Contract, designated "Land Use Contract No. 240" respecting the land, which Land Use Contract was adopted by the Municipal Council of The Corporation of the District of Surrey on the 21st day of February 1977, and registered in the Land Title Office, in the City of New Westminster, in the Province of British Columbia, on the 8th day of March, 1977, under Number N21329;

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 240 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 Section 982.2 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 floodplain 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 982.2 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. 240, 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. 240;

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. 240," filed under Number N21329 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. 240 and filed under Number N21329, shall stand amended as hereinafter provided;
3. Schedule "C", "D" and "E" attached to Land Use Contract No. 240 are hereby amended as follows:

Schedule "C" is amended to allow:

1. Rear yard from 64'-0" to 37'-0"
2. Site coverage (building) from 19,875 sq. ft. (13% of site area) to 21,424 sq.ft. (14% of site area)

Schedule "D" is amended to allow:

1. Floor area of building from 19,875 sq.ft. to 21,424 sq.ft.

Schedule "E" is amended to allow:

1. Off-street parking from 229 parking spaces to 219 parking spaces.

All as shown on Drawing Number 5591-0176-00(A) which is attached to and forms part of this amendment to Land Use Contract No. 240.

4. 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.
5. 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. 240 as amended.
6. 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 982.2 of the "Municipal Act" and in accordance with the "Land Title Act."
7. 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.

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.

APPENDIX "A"

G.K.G. HOLDINGS LTD.

(INCORPORATION NO. 396910)

#301, 6935 - 120TH STREET

DELTA, B.C.

V4E 2A8

MCINTOSH ESTATES LTD.

9353 - 120TH STREET

DELTA, B.C.

J-3 DEVELOPMENTS LTD.

9353 - 120TH STREET

DELTA, B.C.

