

CITY OF SURREY

BY-LAW NO. 13206

A by-law to amend the provisions of "Surrey Land Use
Contract No. 227, Authorization By-law, 1976, No. 4930.
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NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS
AS FOLLOWS:

1. "Surrey Land Use Contract No. 227, Authorization By-law, 1976, No. 4930" (Land Use
Contract No. 227) is hereby modified as follows:

(a) The City of Surrey is hereby authorized and empowered to enter into a
modification of Land Use Contract No. 227 for the development and use of
certain lands and premises located within the City of Surrey, in the Province of
British Columbia, and more particularly known as described as:

Parcel Identifier: 004-975-588
Lot 338, Section 17, Township 2, New Westminster
District, Plan 51853

(12972 - 72 Avenue)
(the "Land")

which development shall be carried out and completed in accordance with Land
Use Contract No. 227 and the modification of Land Use Contract No. 227, a copy
of which modification of Land Use Contract No. 227 is attached as
Schedule One (1).

(b) The Mayor and Clerk are hereby authorized and empowered to sign and affix the
Corporate Seal to the modification to Land Use Contract No. 227 and to do all
acts necessary and incidental to the modification to Land Use Contract No. 227.

(c) The modification of Land Use Contract No. 227 shall be registered in the Land
Title Office by the City of Surrey.

2. This By-law shall be cited for all purposes as "Surrey Land Use Contract No. 227,
Authorization By-law, 1976, No. 4930, Amendment By-law, 1997, No. 13206."

PASSED FIRST AND SECOND READING on the 22nd day of July, 1997.

PUBLIC HEARING HELD thereon on the 16th day of September, 1997.

PASSED THIRD READING on the 16th day of September, 1997.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 1st day of June, 1998.

_____ MAYOR

_____ CLERK

registered in the Land Title Office, in the City of New Westminster, in the Province of British Columbia, under Number M123658.

- C. AND WHEREAS the City and the Developer agree that certain of the requirements, conditions, covenants and agreements set out and expressed in Land Use Contract No. 227 are not applicable to the desired development of the Land.

- D. AND WHEREAS the Developer has proposed that Land Use Contract No. 227 be modified as hereinafter provided and has made application to the City to initiate such modification.

- E. AND WHEREAS the Developer acknowledges that it is fully aware of the provisions and limitations of Section 930 of the Municipal Act R.S.B.C. 1996 Chapter 323, as amended and the City and the Developer mutually acknowledge and agree that the Council of the City cannot enter into this Agreement 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 this modification is considered, vote in favour of the By-law authorizing the City to enter into this Agreement.

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

- 1. The City and the Developer acknowledge and agree that the terms and provisions set forth in Land Use Contract No. 227 save and except Schedule D as referred to in Clause 5 of Land Use contract No. 227 shall apply, mutatis mutandis, to this Agreement and to the Land and shall continue to apply thereto.

2. The following section in Section D of Land Use Contract No. 227 as it relates only to the Land namely:

"Floor Area:

Floor area, both finished and unfinished, of individual units shall vary from a minimum of 1, 100 square feet to a maximum of 1,700 square feet."

shall be deleted in its entirety and replaced with the following only with respect to the Land:

"Floor Area:

Floor area, both finished and unfinished, of individual units shall vary from a minimum of 1,100 square feet to a maximum of 2,478 square feet."

3. Schedule C of Land Use Contract No. 227 as it relates only to the Land shall be deleted in its entirety and replaced with drawings numbered 7997-0019-00 A and B which are attached hereto as Schedule A and forms part of this Agreement.
4. Minor changes to the aforesaid drawings that do not affect the intent of this Agreement and the general appearance of the buildings and character of the development on the Land may be permitted, subject to the written approval of the City.
5. 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. 227, shall be modified as herein provided.
6. It is understood and agreed that the City 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 No. 227.

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 this Agreement or the parties so required.
8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. Subject to this Agreement, the within works and the development herein shall comply with all of the by-laws of the City as amended.

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

OFFICER SIGNATURE(S) EXECUTION DATE

TRANSFEROR/BORROWER/
PARTY SIGNATURE(S)

Y M D

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PETER LOOS

BRIGITTE LOOS

CITY OF SURREY BY
ITS AUTHORIZED SIGNATORIES;

MAYOR - DOUG W. MCCALLUM

CITY CLERK - DONNA B. KENNY