

CITY OF SURREY

BY-LAW NO. 13286

A by-law to amend the provisions of "Surrey Land Use Contract No. 181, Authorization By-law, 1976, No. 4905," as amended.

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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. 181, Authorization By-law, 1976, No. 4905," as amended is hereby further amended as follows:

(a) The City of Surrey is hereby authorized and empowered to enter into an amending Land Use Contract with McIntosh Estates Ltd. (Inc. No. 487172), 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 and described as:

Parcel Identifier: 003-584-381, Lot 198, Section 30, Township 2, New Westminster District, Plan 65479

(8220 - 120 Street)

(hereinafter referred to as "the lands")

which said development shall be carried out and completed in accordance with the terms of the modification of land use contract (the "Amending Land Use 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 "Surrey Land Use Contract No. 181, Authorization By-law, 1976, No. 4805."

(b) The Amending Land Use Contract between the City of Surrey and McIntosh Estates Ltd. (Inc. No. 487172) 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 City 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 Amending Land Use Contract.

2. This By-law shall be cited for all purposes as "Surrey Land Use Contract No. 181 Authorization By-law, 1976, No. 4905, Amendment By-law, 1997, No. 13286.

PASSED FIRST AND SECOND READING on the 18th day of November, 1997.

PUBLIC HEARING HELD thereon on the 8th day of December, 1997.

PASSED THIRD READING on the 8th day of December, 1997.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 16th day of February, 1998.

\_\_\_\_\_MAYOR

\_\_\_\_\_CLERK

SCHEDULE ONE OF BY-LAW NO. 13286

CITY OF SURREY

MODIFICATION OF LAND USE CONTRACT

THIS AGREEMENT made the      day of                      , 199 .

BETWEEN:

CITY OF SURREY, a city municipality under the "Municipal Act" of the Province of British Columbia, and having its City Offices at 14245 - 56 Avenue, in the City of Surrey, in the Province of British Columbia.

(hereinafter called the "City")

OF THE FIRST PART:

AND:

MCINTOSH ESTATES LTD. (INC. NO. 487172)

223 - 9357 Scott Road

Delta, B.C. V4C 6R8

(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 City of Surrey, in the Province of British Columbia, being more particularly known and described as:

Parcel Identifier: 003-584-381, Lot 198, Section 30, Township 2, New Westminster District, Plan 65479

(8220 - 120 Street)

hereinafter called "the lands";

AND WHEREAS the City and McIntosh Estates Ltd. (Inc. No. 487172) entered into a Land Use Contract, designated "Land Use Contract No. 181" respecting the land, which Land Use Contract was adopted by Council of the Corporation of the District of Surrey on the 9th day of May, 1977, and registered in the Land Title Office, in the City of New Westminster, in the Province of British Columbia, on the 19th day of May, 1977, under Number N48949.

AND WHEREAS the City and the Developer entered into a "Modification of Land Use Contract No. 181" respecting the land which modification of Land Use Contract was adopted by Council of the Corporation of the District of Surrey on the 11th day of May, 1992, and registered in the Land Title Office, in the City of New Westminster, in the Province of British Columbia, on the 25th day of May, 1992, under Number BF192163;

AND WHEREAS the City 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 and Modification of the Land Use Contract filed under Numbers N48949 and BF192163, respectively be amended as hereinafter provided and has made application to the City to initiate such change;

AND WHEREAS the Council of the City having given due regard to the considerations set forth in Sections 890 to 894 and Section 930 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 City 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 930 of the "Municipal Act" and of the "Surrey Land Use Contract Procedure By-law, 1973, No. 4053," and the City and the Developer mutually acknowledge and agree that the Council of the City cannot enter into this agreement for the Modification of Land Use Contract No. 181, 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 City to enter into this agreement for the Modification of Land Use Contract No. 181;

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 designated as "Land Use Contract No. 181", filed under Number N48949 and Modification to the "Land Use

Contract No. 181", filed under Number BF192163 and amendments thereto 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. 181 shall be further amended as hereinafter provided:

(a) The following uses shall be added to SCHEDULE "B", Schedule of Permitted Land Use, of "Surrey Land Use Contract No. 181 Authorization By-law, 1976 No. 4905 and [11089](#)":

" - and -

1. Private Club"

3. The City 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.

4. 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 designated as Land Use Contract No. 181 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 City pursuant to the provisions 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 City 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 SIGNATURE(S)

EXECUTION DATE

PARTY(IES)

SIGNATURE(S)

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CLARKE M. GAY for

MCINTOSH ESTATES LTD.

