

CITY OF SURREY

BY-LAW NO. 13346

A by-law to amend the provisions of "Surrey Land Use Contract No. 365, Authorization By-law, 1977, No. 5263," as amended.
.....

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. "Surrey Land Use Contract No. 365, Authorization By-law, 1977, No. 5263," 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 LAING PROPERTY CORPORATION, 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:

That portion of Parcel Identifier: 005-211-557, Lot 104, Section 29, Block 5 North, Range 1 West, New Westminster District, Plan 54348, as shown in heavy outline on Survey Plan attached hereto and forming a part of this By-law as Schedule A, prepared by E. T. Wong, B.C.L.S., on the 26th day of February, 1998 and containing 6669 square metres; and

(Portion of 10160 - 150 Street)

Parcel Identifier: 005-211-565, Lot 105, Section 29, Block 5 North, Range 1 West, New Westminster District, Plan 54348.

(15051 - 101 Avenue)

(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. 365, Authorization By-law, 1977, No. 5263."

- (b) The Amending Land Use Contract between the City of Surrey and LAING PROPERTY CORPORATION 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. 365 Authorization By-law, 1977, No. 5263, Amendment By-law, 1998, No. 13346."

PASSED FIRST AND SECOND READING on the 2nd day of March, 1998.

PUBLIC HEARING HELD thereon on the 23rd day of March, 1998.

PASSED THIRD READING on the 23rd day of March, 1998.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 27th day of April, 1998.

_____ MAYOR

_____ CLERK

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SCHEDULE A

UTL/0011/P000_04 27-02-1998

**SURVEY PLAN TO ACCOMPANY CITY OF SURREY BYLAW NUMBER 13346,
OF LOTS 104 AND 105, SECTION 29, BLOCK 5 NORTH, RANGE 1 WEST,
NEW WESTMINSTER DISTRICT, PLAN 54348**

SCALE: 1:1000

REM. 67

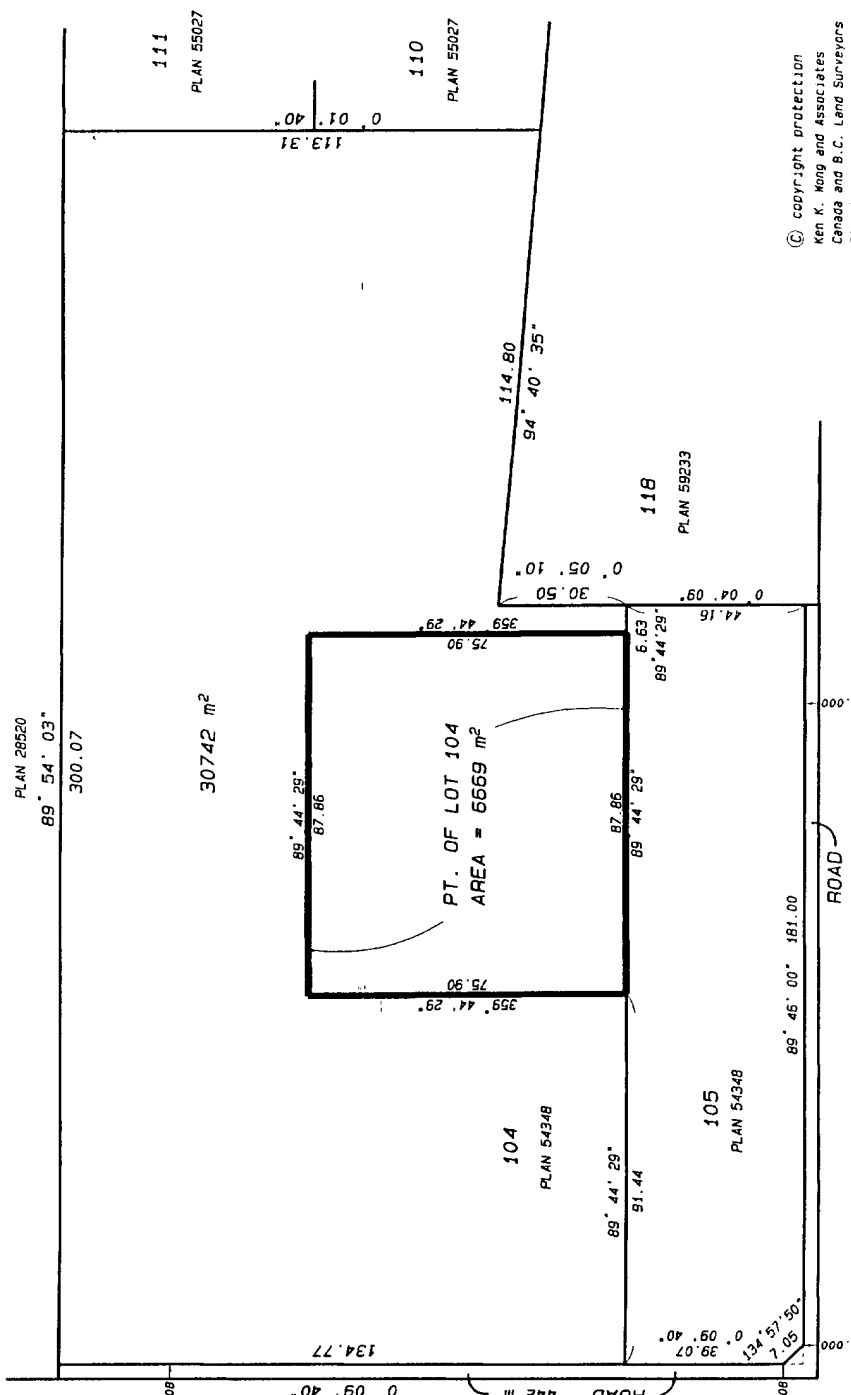
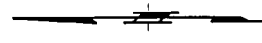
PLAN 28520

89° 54' 03"

300.07

30742 m²

STREET 150 ROAD 442 m² ROAD 101 AVENUE



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Ken K. Morig and Associates
Canada and B.C. Land Surveyors
5624 E. Hastings Street
Burnaby, B.C. V5B 1R4
Telephone: 294-8881
Fax: 294-0625
Drawn by: SM

Bearings are Astronomic and referred to Plan 54348.

Certified correct according to Land Title Office records. 1.300

E. J. Morig
B.C.L.S.
February 26th, 1998

SCHEDULE ONE OF BY-LAW NO. 13346
CITY OF SURREY

MODIFICATION OF LAND USE CONTRACT NO. 365,
DEVELOPMENT AGREEMENT NO. 5505-365.1
AND DEVELOPMENT AGREEMENT NO. 5505-365.4

THIS AGREEMENT made the 27th day of April, 1998

BETWEEN:

CITY OF SURREY
14245 - 56th Avenue
Surrey, British Columbia
V3X 3A2

(the "City")

OF THE FIRST PART

AND:

LAING PROPERTY CORPORATION
1860 - 200 Granville Street
Vancouver, British Columbia
V6C 1S4

(the "Developer")

OF THE SECOND PART

A. WHEREAS the City and Guildford Development Corporation Limited entered into a Land Use Contract pursuant to Surrey Land Use Contract No. 365, Authorization By-law, 1977, No. 5263, adopted by the Council of the City on September 12, 1977, and registered in the New Westminster Land Title Office, under Number N130582 ("Land Use Contract No. 365").

B. AND WHEREAS the City and Guildford Development Corporation Limited subsequently entered into development agreement No. 5505-365.1 dated January 16, 1978 ("Development Agreement No. 365.1") respecting the land and premises more particularly known and described now as:

PARCEL IDENTIFIER NO. 005-211-557
LOT 104 SECTION 29 BLOCK 5 NORTH RANGE 1 WEST
NEW WESTMINSTER DISTRICT PLAN 54348

("Lot 104")

C. AND WHEREAS the City and Guildford Development Corporation Limited subsequently entered into development agreement No. 5505-365.2 dated March 23, 1978 ("Development Agreement No. 365.2") respecting the land and premises more particularly known and described now as:

PARCEL IDENTIFIER NO. 005-331-731
LOT 111 SECTION 29 BLOCK 5 NORTH RANGE 1 WEST
NEW WESTMINSTER DISTRICT PLAN 55027

("Lot 111")

D. AND WHEREAS the City and Guildford Development Corporation Limited subsequently entered into development agreement No. 5505-365.3 dated November 27, 1978 ("Development Agreement No. 365.3") respecting the land and premises more particularly known and described now as:

PARCEL IDENTIFIER NO. 005-331-714
LOT 110 SECTION 29 BLOCK 5 NORTH RANGE 1 WEST
NEW WESTMINSTER DISTRICT PLAN 55027

("Lot 110")

E. AND WHEREAS the City and Guildford Development Corporation Limited subsequently entered into development agreement No. 5505-365.4 dated November 21, 1985 ("Development Agreement No. 365.4") respecting the land and premises more particularly known and described now as:

PARCEL IDENTIFIER NO. 005-211-565
LOT 105 SECTION 29 BLOCK 5 NORTH RANGE 1 WEST
NEW WESTMINSTER DISTRICT PLAN 54348

("Lot 105")

F. AND WHEREAS Land Use Contract No. 365 and Development Agreement No. 365.3 was amended by Surrey Land Use Contract No. 365, Authorization By-law, 1977, No. 5263, Amendment By-law, 1996, No. 12846 adopted by the Council of the City on

January 27, 1997 and registered in the New Westminster Land Title Office under Number BL127726.

G. AND WHEREAS the Developer is the registered owner in fee simple of Lot 104, Lot 111, Lot 110 and Lot 105 which are collectively the "Lands".

H. 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. 365, Development Agreement No. 365.1 and Development Agreement No. 365.4 are no longer applicable to the desired development of Lot 104 and Lot 105.

I. AND WHEREAS the Developer has proposed that Land Use Contract No. 365, Development Agreement No. 365.1 and Development Agreement No. 365.4 be modified as hereinafter provided and has made application to the City to initiate such modification.

J. 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 (the "*Municipal Act*") 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. 365, Modification of Development Agreement No. 365.1 and Modification of Development Agreement No. 365.4, until the Council has held a Public Hearing thereon, pursuant to Sections 890-894 of the *Municipal Act*, 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.

NOW THEREFORE THIS AGREEMENT 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. 365, Development Agreement No. 365.1 and

Development Agreement No. 365.4 made pursuant thereto shall apply, mutatis mutandis, to this Agreement and to Lot 104 and Lot 105 and shall continue to apply thereto save and except as provided in Paragraph 2 herein.

2. (a) To add the following uses to Schedule B of Land Use Contract No. 365 only as it pertains to a portion of Lot 104 as outlined in bold on the Survey Plan dated February 26, 1998 prepared by E.T. Wong, B.C.L.S. of Ken K. Wong and Associates, a copy of which is attached hereto as Schedule A ("Lot 104 expansion portion") and Lot 105:
 - (i) Theatre;
 - (ii) Arcade up to a maximum number of 30 electronic and/or mechanical interactive games machines, but excluding video lottery gaming, slot machine gaming and other like machines for gaming;
 - (iii) Eating establishment excluding drive-through restaurants; and
 - (iv) Retail uses.
- (b) To reduce the area of Lot 104 referred to in Development Agreement No. 365.1 to the remainder of Lot 104 which remainder excludes the Lot 104 expansion portion (the "Remainder of Lot 104"). For clarity, Development Agreement No. 365.1 now only applies to the Remainder of Lot 104.
- (c) To delete Schedules A, B, C, E, F and G in Development Agreement No. 365.1 and to replace them with Schedules A, B, C, E, F and G which are attached hereto on pages B-1 to B-3 and form part of this Agreement with respect to the Remainder of Lot 104.
- (d) To delete the wordings "site plan and" from paragraph 22 of Development Agreement No. 365.1.

- (e) To amend paragraph 23 of Development Agreement No. 365.1 as follows:
 - (i) delete the wordings "except those shown on the drawings and" replace them with "as"; and
 - (ii) delete the reference to Schedule "G".

- (f) To delete the reference to Schedule "F" in paragraph 25 of Development Agreement No. 365.1.

- (g) To add to Lot 105 as referred to in Development Agreement No. 365.4 the Lot 104 expansion portion. For clarity, Development Agreement No. 4 now only applies to Lot 105 and Lot 104 expansion portion (collectively the "said lands").

- (h) To delete Schedules A, B, C, D, E, F, and G on pages 15 and 16 in Development Agreement No. 365.4 and replace them with Schedules "A", "B", "C", "D", "E", "F", and "G" which are attached hereto on pages C-1 to C-3 and form part of this Agreement with respect to the said lands.

- (i) To delete the reference to "site plan and" in paragraph 24 of Development Agreement No. 365.4.

- (j) To amend paragraph 25 of Development Agreement No. 365.4 as follows:
 - (i) delete the wordings "those shown on the drawing and," and replace them with "as"; and
 - (ii) delete the reference to Schedule G.

- (k) To delete the reference to Schedule "F" and add the following to paragraph 27 of Development Agreement No. 365.4:
 - "(a) All landscaping works and planting materials shall be provided in accordance with a Development Permit issued by the City.

- (b) All planting materials provided shall be able to survive for a period of one (1) year from the date of first inspection of landscaping works on the said lands (the "Original Inspection") by the City."
- (l) To delete paragraph 28 and paragraph 28A of Development Agreement No. 365.4 and replace with the following:
 - "(a) The Developer covenants and agrees to contribute forthwith to the City, the security set out below to ensure satisfactory provision of landscaping works and planting materials in accordance with the terms and conditions as set forth in Paragraph 2, Sub-Section (k) of this Agreement. The Developer will file an irrevocable Letter of Credit in an amount and on terms and conditions to be determined solely at the discretion of the City (the "Security").
 - (b) Should any interest be earned upon the Security, it shall accrue to the Developer and be paid to the Developer if the Security is returned. A condition of the posting of the Security is that should the Developer fail to carry out the landscaping works within the time provided, the City has the option of continuing to renew the Security or may use the Security and enter the said lands to complete these landscaping works by its servants, agents or contractors, and any surplus (if any) shall be paid to the Developer, and if there is a deficiency the Developer is obligated to pay the City forthwith upon request.
 - (c) The Developer shall complete the landscaping works required by this Agreement within six (6) months of the final building approval being issued for the buildings, and have the landscaping works inspected and approved by the City.

(d) If the landscaping works are approved within the six (6) months or thereafter without the City having to draw the Security, 90% of the Security will be returned to the Developer. A holdback of 10% of the Security will be retained until a final inspection of the landscaping works is undertaken within 14 months of the Original Inspection. If the landscaping works receive approval at final inspection, the 10% holdback will be returned to the Developer. If, after the final inspection, approval of the landscaping works are not given, the City has the option of continuing to renew 10% of the Security until the required landscaping works are approved or may use the 10% of the Security and to enter the said lands to complete the landscaping works by its servants, agents or contractors, and any surplus (if any) shall be paid to the Developer, and if there is a deficiency the Developer is obligated to pay the City forthwith upon request."

(m) To amend paragraph 29 of Development Agreement No. 365.4 as follows:

- (i) delete "and according to the plans, elevations and perspective set out" in lines 2 and 3;
- (ii) delete "to the plans" in line 4; and
- (iii) delete ", and detailed plans and working drawings," in lines 5 and 6.

3. Upon the execution of this Agreement by the parties hereto and registration thereof at the New Westminster Land Title Office, Land Use Contract No. 365, Development Agreement No. 365.1 and Development Agreement No. 365.4 made pursuant thereto, shall stand amended as herein provided.
4. Subject to the definitions herein, all terms shall be defined in accordance with the Surrey Zoning By-law, 1993, No. 12000 as amended from time to time including amendments after the date of this Agreement.

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

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

OFFICER SIGNATURE(S) EXECUTION DATE

TRANSFEROR/BORROWER/
PARTY SIGNATURE(S)

LAING PROPERTY CORPORATION
BY ITS AUTHORIZED SIGNATORIES

Y M D

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CHARLES J. COLTART FOR
LAING PROPERTY CORPORATION

CITY OF SURREY
BY ITS AUTHORIZED SIGNATORIES

MAYOR - DOUG W. McCALLUM

CITY CLERK - DONNY B. KENNY

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**CITY OF SURREY
LAND USE CONTRACT NO. 365
DEVELOPMENT AGREEMENT NUMBER 365.1
AMENDED SCHEDULES**

SCHEDULE 'A'

Legal Description of the Land Herein:

The portion of

Parcel Identifier No. 005-211-557

Lot 104 Section 29 Block 5 North Range 1 West New Westminster District Plan 54348 shown as Lot A which remainder excludes the portion of Lot 104 as outlined in bold on the Survey Plan dated February 26, 1998 prepared by E.T. Wong, B.C.L.S., of Ken K. Wong and Associates, previously defined as the Remainder of Lot 104.

SCHEDULE 'B'

Schedule of Permitted Land Use:

The use of the lands herein shall be for the purpose of a parking lot, being an extension to the existing parking lot for the Guildford Shopping Centre.

SCHEDULE 'C'

Siting:

Site Area: 30,742 square metres (330,915 sq. ft.)

Site Coverage: Not applicable.

SCHEDULE 'E'

Off Street Parking:

Off-street Parking shall be in accordance with Surrey Zoning By-law, 1993, No. 12000 as amended from time to time including amendments after the date of this Agreement. A total of 540 spaces shall be reserved for the Guildford theatre on the Lot 105 and Lot 104 expansion portion under Development Agreement No. 5505-365.4.

**CITY OF SURREY
LAND USE CONTRACT NO. 365
DEVELOPMENT AGREEMENT NUMBER 365.1
AMENDED SCHEDULES**

SCHEDULE 'F'

Signs:

As permitted by Surrey Zoning By-law, 1993, No. 12000, as amended from time to time including amendments after the date of this Agreement and further subject to the approval of the City.

SCHEDULE 'G'

Landscaping:

Landscaping shall be in accordance with a Development Permit issued by Council.

SCHEDULE 'H'

Subdivision Plans:

Subdivision shall be as shown as Lot A on the draft subdivision plan dated February 26, 1998 prepared by E.T. Wong, B.C.L.S., of Ken K. Wong and Associates, as attached on Page B-3 of this Agreement and further subject to the approval of the Approving Officer.

DRAFT SUBDIVISION PLAN LOTS 104 AND 105

SCALE: 1:1000

REM. 57

PLAN 28520

89° 54' 03"

300.07

A

30742 m²

150 STREET

442 m²

0° 09' 40"

134.77

104
PLAN 54348

PT. OF LOT 104
AREA = 6669 m²

B

TOTAL AREA = 14860 m²
OF LOT B

105
PLAN 54348

Certified correct according to
Land Title Office records.

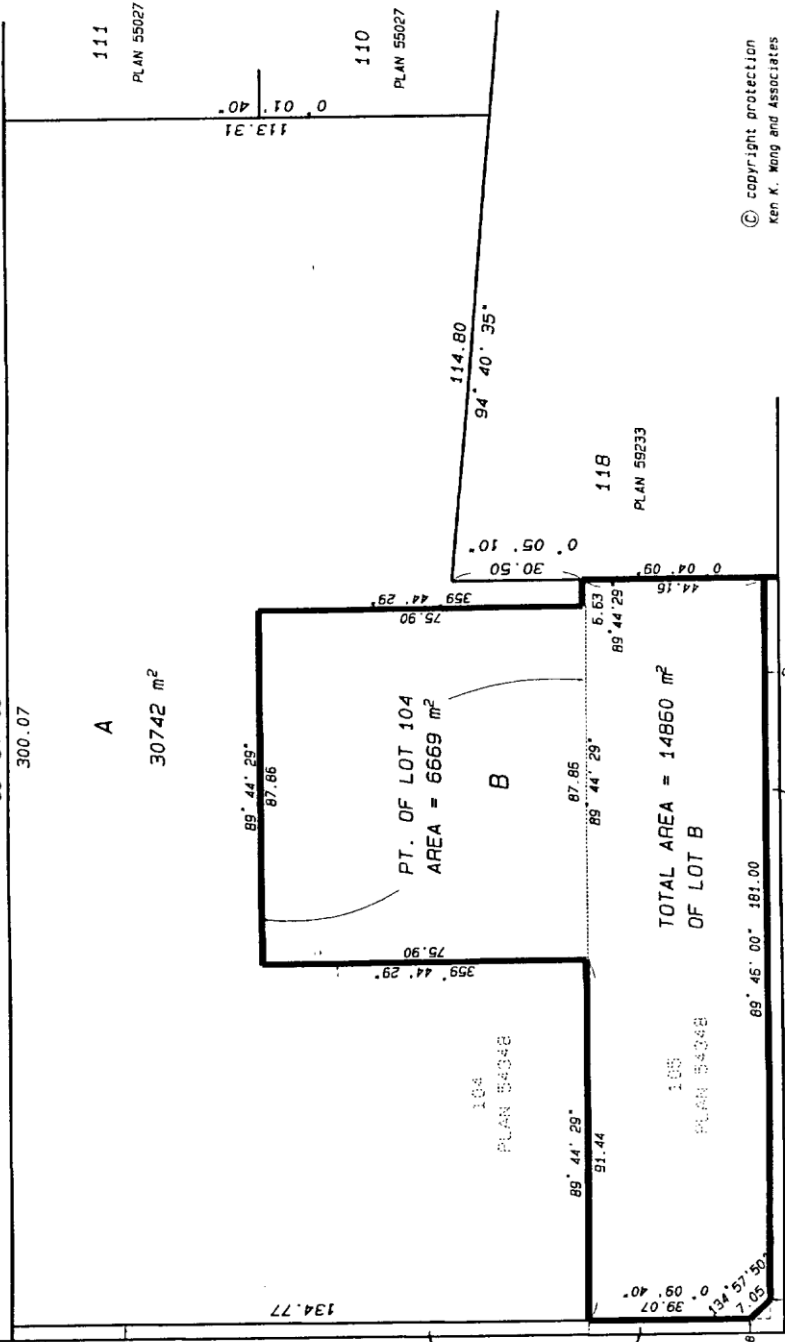
E. J. Hong
B.C.L.S.

February 26th, 1998.

101 AVENUE
ROAD

Bearings are Astronomic and
referred to Plan 54348.

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Ken K. Wong and Associates
Canada and B.C. Land Surveyors
5624 E. Hastings Street
Burnaby, B.C. V5B 1R4
Telephone: 294-8881
Fax: 294-0625
Drawn by: SK



**CITY OF SURREY
LAND USE CONTRACT NO. 365
DEVELOPMENT AGREEMENT NUMBER 365.4
AMENDED SCHEDULES**

SCHEDULE 'A'

Legal Description of the Land Herein:

Parcel Identifier No. 005-211-565
Lot 105 Section 29 Block 5 North Range 1 West New Westminster District Plan 54348

and a portion of

Parcel Identifier No. 005-211-557
Lot 104 Section 29 Block 5 North Range 1 West New Westminster District Plan 54348
as outlined in bold on the Survey Plan dated February 26, 1998 prepared by E.T. Wong,
B.C.L.S., of Ken K. Wong and Associates.

SCHEDULE 'B'

Schedule of Permitted Land Use:

Land use shall be:

- (a) Theatre;
- (b) Arcade up to a maximum number of 30 electronic and/or mechanical interactive games machines, but excluding video lottery gaming, slot machine gaming and other like machines for gaming;
- (c) Eating establishments excluding drive-through restaurants; and
- (d) Retail uses.

SCHEDULE 'C'

Siting and Design:

Gross Site Area: 14,860 square metres (159,957 sq. ft.)

Minimum setbacks from:

North Property Line 4.57 metres (15 ft.)

South Property Line 4.57 metres (15 ft.)

East Property Line 7.62 metres (25 ft.)

West Property Line 7.62 metres (25 ft.)

Building Area: 6,802 square metres (73,215 sq. ft.)

Lot Coverage: 45.77% of site area

Gross Floor Area: 8,028.6 square metres (86,442 sq. ft.)

Floor Area Ratio: 0.54

**CITY OF SURREY
LAND USE CONTRACT NO. 365
DEVELOPMENT AGREEMENT NUMBER 365.4
AMENDED SCHEDULES**

The building design, siting and landscaping on the said lands shall be in accordance with a Development Permit issued by Council.

Minor changes to the Development Permit drawings that do not affect the intent of this Development Agreement and the general appearance of the buildings and character of the development may be permitted, subject to written approval of the City.

SCHEDULE 'D'

Height of Buildings and Structures:

Maximum building height = 14.8 metres (48 ft. 8 in.)

The elevations shall be in accordance with a Development Permit issued by the City.

SCHEDULE 'E'

Off-Street Parking:

Total parking spaces required is 687

Parking shall be in accordance with Surrey Zoning By-law, 1993, No. 12000 as amended from time to time including amendments after the date of this Agreement and subject to a Development Permit issued by the City.

SCHEDULE 'F'

Signs:

All signs shall be in accordance with Surrey Zoning By-law, 1993, No. 12000 as amended from time to time including amendments after the date of this Agreement, with the exception of one free-standing sign at a maximum height of 12.2 metres (40 ft.). Details of the signs shall be subject to a Development Permit issued by the City.

SCHEDULE 'G'

Landscaping, Surface Treatment, Fences and Screen:

Landscaping shall be in accordance with a Development Permit issued by the City.

**SURVEY PLAN TO ACCOMPANY CITY OF SURREY BYLAW NUMBER
OF LOTS 104 AND 105, SECTION 29, BLOCK 5 NORTH, RANGE 1 WEST,
NEW WESTMINSTER DISTRICT, PLAN 54348**

SCALE: 1:1000

REM. 67

PLAN 28520

89° 54' 03"

300.07

30742 m²

111

PLAN 55027

110

PLAN 55027

STREET 150

ROAD 442 m²

134.77

89° 44' 29"

87.86

PT. OF LOT 104

AREA = 6669 m²

104

PLAN 54348

89° 44' 29"

91.44

105

PLAN 54348

89° 46' 00" 181.00

1.000

ROAD

101 AVENUE

114.80

94° 40' 35"

0° 05' 10"

30.50

0° 04' 05"

44.16

118

PLAN 59233

89° 44' 29"

6.63

89° 44' 29"

75.90

359° 44' 29"

75.90

113.31

0° 01' 40"

1.000

Bearings are Astronomic and referred to Plan 54348.

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Ken K. Wong and Associates
Canada and B.C. Land Surveyors
5524 E. Hastings Street
Burnaby, B.C. V9B 1K4
Telephone: 294-8881
Fax: 294-0625
Drawn by: SM

Certified correct according to
Land Title Office records.

Ken K. Wong
B.C.L.S.

February 26th, 1998.