

CITY OF SURREY

BY-LAW NO. 14867

A by-law to amend the provisions of Surrey Land Use Contract
No. 105, Authorization By-law, 1974, No. 4393
.....

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

1. Surrey Land Use Contract No. 105, Authorization By-law, 1974, No. 4393, as amended is hereby further amended as follows:

(a) The City of Surrey is hereby authorized and empowered to enter into an amendment of Surrey Land Use Contract No. 105, Authorization By-law, 1974, No. 4393 ("Land Use Contract No. 105") with FLAG CHEVROLET - GEO-OLDSMOBILE LTD., 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: 006-287-948

Lot 38 Section 28 Block 5 North Range 1 West New Westminster District Plan
LMP47979

(15250 - 104 Avenue)

which said development shall be carried out and completed in accordance with the terms of the modification of Land Use Contract No. 105 ("the Amendment of Land Use Contract No. 105"), 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 amendment.

- (b) The Amendment of Land Use Contract No. 105 between the City of Surrey and FLAG CHEVROLET - GEO-OLDSMOBILE LTD. shall have the force and effect of a Restrictive Covenant running with 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 Amendment of Land Use Contract No. 105 and to do all acts necessary and incidental to the completion of the Amendment of Land Use Contract No. 105.

2. This By-law shall be cited for all purposes as "Surrey Land Use Contract No. 105 Authorization By-law, 1974, No. 4393, Amendment By-law, 2002, No. 14867."

PASSED FIRST AND SECOND READING on the 25th day of November, 2002.

PUBLIC HEARING HELD thereon on the 9th day of December, 2002.

PASSED THIRD READING on the day of the 9th day of December, 2002.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 3rd day of February, 2003.

_____ MAYOR

_____ CLERK

CITY OF SURREY

MODIFICATION OF LAND USE CONTRACT NO. 105,

THIS AGREEMENT made the 3rd day of February 2003

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

FLAG CHEVROLET-GEO-OLDSMOBILE LTD.
15250 - 104 Avenue
Surrey, British Columbia
V3R 6N8

(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. 105, Authorization By-law, 1974, No. 4393, adopted by the Council of the City on March 3, 1975, and registered in the New Westminster Land Title Office, under Number L18120 ("Land Use Contract No. 105"), respecting the land and premises more particularly known and described now as:

PARCEL IDENTIFIER NO. 006-287-948
LOT 38 SECTION 28 BLOCK 5 NORTH RANGE 1 WEST
NEW WESTMINSTER DISTRICT PLAN 47979

("Lot 38")

B. AND WHEREAS the Developer is the registered owner in fee simple of Lot 38.

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. 105, are no longer applicable to the desired development of Lot 38.

D. AND WHEREAS the Developer has proposed that Land Use Contract No. 105 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 *Local Government Act*, R.S.B.C. 1996, Chapter 323, as amended (the "*Local Government*") 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. 105, until the Council has held a Public Hearing thereon, pursuant to Sections 890-894 of the *Local Government 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. 105 made pursuant thereto shall apply, mutatis mutandis, to this Agreement and to Lot 38 and shall continue to apply thereto save and except as provided in Paragraph 2 herein.
2. To delete Schedules C, D and E of Land Use Contract No. 105, and to replace them with Schedules C, D and E which are attached hereto on page A-1 and forms part of this Agreement.
3. Upon the execution of this Agreement by the parties hereto and registration thereof at the Land Title Office, Land Use Contract No. 105 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)

FLAG CHEVROLET-GEO-OLDSMOBILE LTD.
BY ITS AUTHORIZED SIGNATORIES

Y M D

_____				_____
_____				_____
_____				CITY OF SURREY BY ITS AUTHORIZED SIGNATORIES
_____				MAYOR - D.W. McCALLUM
_____				ACTING CITY CLERK - MARGARET JONES

CITY OF SURREY
LAND USE CONTRACT NO. 105
AMENDED SCHEDULES FOR LOT 38

SCHEDULE "C"

Setbacks:

Buildings and Structures shall be sited in accordance with the following minimum setbacks:

Front Yard:	11 metres
Rear Yard:	0.7 metres
East Side Yard:	28 metres
West Side Yard:	13 metres

Lot Coverage:

The maximum lot coverage shall be 25%

All as shown on Drawing 7902-0263-00(a). as prepared by Peter K. Chu Architect, which is attached hereto and forms part of this Land Use Contract Amendment

SCHEDULE "D"

Height of Buildings and Structures:

Measurements to be determined in accordance with Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000 as amended.

The building height of the principle building shall not exceed 10 metres.

The building height of an accessory building or structure shall not exceed 5 metres.

Density:

The floor area ratio shall not exceed 0.24

All as shown on Drawings 7902-0263-00 (B) and (C) as prepared by Peter K. Chu, Architect, which is attached hereto and forms part of this Land Use Contract Amendment.

SCHEDULE "E"

The number of parking spaces to be provided is 176, in accordance with Part 5, Section B of Surrey Zoning By-law, 1993, No. 12000

BUILDING CODE ANALYSIS
(Based on British Columbia Building Code 1998)

1. Building Classification (Table 3.1.2.1.):
 Group D Offices
 Group F Division 1 Spray Booth
 Group F Division 2 Repair/Body Shop
 Group F Division 3 Showroom

2. Occupant Load (3.1.18):
 Table 3.1.16.A:
 Office -
 377 m²/9,30sq m/person = 40 persons
 Showroom/Repair/Body shop/Parts -
 2286 m²/28sq m/person = 81 persons
 Total 121 persons

3. Size and Occupancy Requirements for Fire Safety:

- Number of Storeys: 2
 Sprinklers: No
 Standpipes: Yes
 Combustible Construction: Yes
 Building Area: 28,663 sq ft (2663 m²)

Fire Resistance Rating of Building Components (Existing Non-Conforming):

- Floors: 1 Hr. Fire Resistance Rating
 Mezzanines: 1 Hr. Fire Resistance Rating
 Support Structure: 1 Hr. Fire Resistance Rating
 Roof: 1 Hr. Fire Resistance Rating

4. Fire Alarm and Detection Systems (3.2.4.1.)

- A) Fire Alarm System
 B) Smoke and Heat Detectors (3.2.4.11.) Not Required

CONSTRUCTION NOTES:

- These drawings are the exclusive property of Peter K. Chu Architect and may not be produced in whole or in part without the expressed written consent of Peter K. Chu Architect.
- All Construction shall comply with the current edition of British Columbia Building Code.
- Contractor to confirm and verify dimensions on site prior to construction.
- Drawings are not to be scaled.
- The occupational measures will be incorporated into the final design, based on the consultants' recommendations as concurred with or amended by the Medical Health Officer.

PROJECT DATA

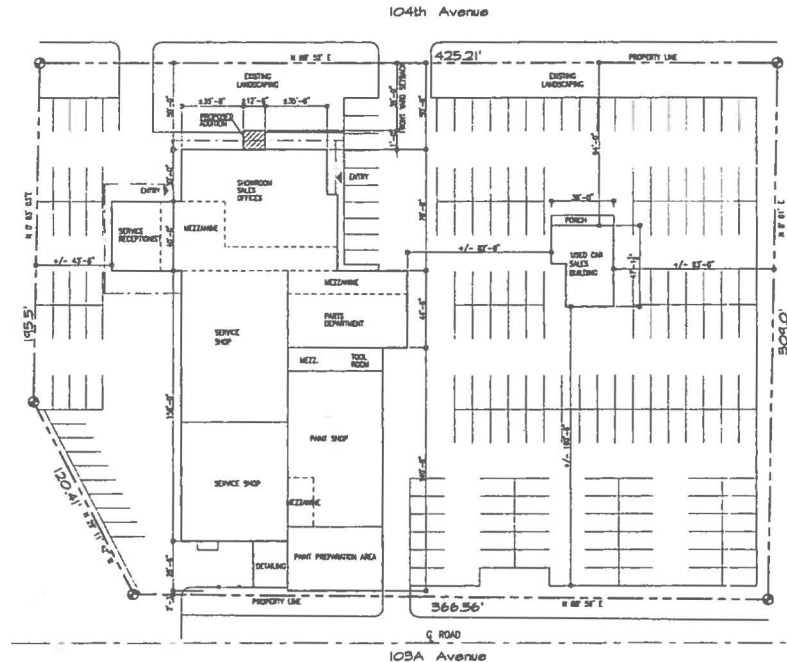
Legal Description: Lot 38, N.W.D. Sec. 28 85N R1W
 Plan 47979
 Municipal Plan 5914494
 Area P 15250, 104A, C.A.Zone

Zoning: Land Use Contract No.105

Floor Area	Existing	Proposed Addition
1. Showroom/Office	6220 SF.	125 SF.
2. Repair/Body Shop/ Forts/Painting Prep.	21850 SF.	
3. Spray Booth	600 SF.	
4. Used Car Building	1500 SF.	
TOTAL	30170 SF.	30295 SF.

ARCHITECTURAL DRAWING LIST

- A1 Project Data, Site Plan
 A2 Floor Plans
 A3 Tower Plans, Elevations & Details
 A4 Elevations



Site Plan
 Scale: 1/32" = 1'-0"



SEP 05 2002

NO.	DATE	REVISION
1	Aug 24, 2002	Issued for Building Permit Application
2	Aug 1, 2002	Issued for Council-Land Permit

REVISIONS

PROJECT: Proposed Tower Addition to Flag Chevrolet Oldsmobile
 15250 104th Avenue
 Surrey, B.C.

DATE: Aug 11, 2002

SCALE: 1/32" = 1'-0"

Site Plan & Project Data

Peter K. Chu Architect MAIBC
 6718-6979 Hastings Street, Burnaby, B.C. V3J 1S9
 Telephone: (604) 295-7643 Fax: (604) 295-7722

DATE: 02-07	SCALE: 1/32" = 1'-0"
A1	

1902-0203-00 (A)