

NO: R001

COUNCIL DATE: January 11, 2016

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## REGULAR COUNCIL

TO: **Mayor & Council** DATE: **January 11, 2016**

FROM: **General Manager, Engineering** FILE: **6520-20 (Hwy99)**  
XC: **6520-20 (GH2)**  
**7815-0293-00**

SUBJECT: **Local Area Service, Development Cost Charge Front-Ending Agreements and Development Works Agreement for Sanitary Infrastructure Works to Support Development in the Highway 99 Corridor Local Area Plan and Sunnyside Heights Neighbourhood Concept Plan Areas**

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## RECOMMENDATIONS

The Engineering Department recommends that Council:

1. Receive this report as information;
2. Authorize the execution of two Development Cost Charge Front-Ending Agreements over an area in the Highway 99 Corridor Local Area Plan to an upset limit of \$2,597,561.00 and \$857,439.00 (excluding taxes), with a number of developers in relation to funding a portion of the construction of the Fergus Sanitary Pump Station and Forcemain (the "Works") as generally described in this report and in Appendices "III" and "IV" respectively;
3. Authorize the execution of two Development Cost Charge Front-Ending Agreements over an area in the Sunnyside Heights Neighbourhood Concept Plan to an upset limit of \$1,555,439.00 and \$979,561.00 (excluding taxes), with a number of developers in relation to funding a portion of the construction of the Works as generally described in this report and in Appendices "V" and "VI" respectively;
4. Authorize the execution of a Development Works Agreement over an area in the Highway 99 Corridor and the Sunnyside Heights NCP to an upset limit of \$2,275,945.09 (excluding taxes), with a number of developers in relation to funding a portion of the construction of the Works as generally described in this report and in Schedule "1" of Appendix "VII";
5. Authorize the City Clerk to bring forward for the required readings for the *Development Works Agreement – Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and Highway 99 Corridor Local Area Plan By-law, No. 18619*, which is attached as Appendix "VII" to this report.

6. Subject to the authorization of the four Development Cost Charge Front-Ending Agreements and the Development Works Agreement above, approve the establishment of a Local Area Service in relation to funding a portion of the construction of the Works generally described in this report and as illustrated on the map attached as Appendix “II”, to an upset limit of \$2,860,000.00 (including taxes), where final costs will be fully recovered by a local service tax that will be apportioned to and levied on the benefitting parcels in accordance with *Local Area Service Fergus Sanitary Pump Station and Forcemain [Project #4706-453] Bylaw, 2016, No. 18601*; and,
7. Authorize the City Clerk to bring forward for the required readings the *Local Area Service Fergus Sanitary Pump Station and Forcemain [Project #4706-453] Bylaw, 2016, No. 18601*, which is attached as Appendix “X” to this report.

## **BACKGROUND**

At its Regular Land Use meeting on February 23, 2004, Council adopted the recommendations of Corporate Report No. L004;2004 that established the land use plan and policies, environmental management plan, urban design guidelines, and the engineering servicing and financing strategies to guide development and provide amenities in the Highway 99 Corridor plan area.

At its Regular Council meeting on November 15, 2010, Council adopted the recommendations of Corporate Report No. R237;2010 that established the land use plan and policies to guide development and provide amenities in the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan (NCP) area.

A map illustrating the proposed land uses in the Highway 99 Corridor and Sunnyside Heights NCP areas is attached as Appendix “I”.

### **Sanitary Servicing Strategy**

The sanitary servicing plans for the Highway 99 Corridor and Sunnyside Heights NCP areas are driven by site topography and are limited by existing conveyance capacities. The southern portions of both areas will be serviced by gravity sewers that drain south to the future Fergus Sanitary Pump Station. The Fergus Sanitary Pump Station will then pump flows north via a forcemain, collectively referred to as the “Works”, to an existing sanitary sewer system at 24 Avenue and 160 Street. A map illustrating the portion of the Highway 99 Corridor (south) and Sunnyside Heights NCP (south) areas to be serviced by the Fergus Sanitary Pump Station, along with the Pump Station location and forcemain alignment, is attached as Appendix “II”.

When the servicing plans for each area were adopted, it was envisioned that one developer or a group of developers operating as a joint venture would come forward to initiate the construction of the Works and work with the City to establish both a Development Cost Charge Front-Ending Agreement (DCCFEA) and a Development Works Agreement (DWA) as a means to reimburse the front-ending developer(s) for some of the costs that the developer(s) would incur in constructing the Works. To date, no developer or group of developers have completed the DCCFEA or DWA.

In January 2015, staff met with approximately 20 developers with interests in the area to advise them of the funding requirements for the Works. From these meetings, a smaller group of 5 developers have proposed to front-end 50% of the total estimated cost to construct the Works, and have proposed that the City front-end the remaining 50% of the total estimated cost. The group of 5 developers own or have an option to purchase approximately 30 hectares (75 acres), which represents about 20% of the servicing area of the Fergus Sanitary Pump Station. This group has lands situated within both the Highway 99 Corridor and Sunnyside Heights NCP areas.

### Financing

The estimated cost of the Works is \$11.1 million, plus applicable taxes. As the Works service two NCP areas, the cost of the Works is allocated based on the estimated flow to the Fergus Sanitary Pump Station from each servicing area. The breakdown of cost by servicing area is as follows:

Area	Cost
Sunnyside Heights NCP	\$6.52 million
Highway 99 Corridor	\$4.58 million
<b>TOTAL</b>	<b>\$11.10 million</b>

The Works are a development cost charge (DCC) eligible item. The estimated DCCs from each area available for the Works are as follows:

Area	DCC Revenues
Sunnyside Heights NCP	\$3.66 million
Highway 99 Corridor	\$4.58 million
<b>TOTAL</b>	<b>\$8.24 million</b>

With DCC revenues of \$8.24 million, there is a revenue shortfall of approximately \$2.86 million.

Under the financing scenario proposed by the developer group, the developer group would front-end 50% (\$5.55 million) of the total estimated cost to construct the Works, which would be recoverable through a DCCFEA for each area. The City would contribute the remaining 50% (\$5.55 million) towards the total estimated cost of the Works via the following means:

- \$2.25 million of sanitary sewer DCC revenues have already been received by the City from development in the Highway 99 Corridor and Sunnyside Heights NCP areas;
- \$0.44 million would be borrowed from sanitary sewer DCC revenues already received in 2015 from other parts of the City, with the City being reimbursed for the advancement of these funds using the first \$0.44 million in sanitary sewer DCC revenues received from the benefitting area; and
- \$2.86 million would be through a Council initiated Local Area Service, as this process is subject to a petition and does not result in any costs falling to the greater population of the City in the event that some lands within the benefitting area, Sunnyside Heights (south), do not develop within 15-years after completion of the Works.

At its Regular Council Meeting on February 2, 2015, Council adopted the recommendations of Corporate Report No.R018;2015, which authorized staff to initiate a Local Area Service (LAS) as a Council initiative subject to the counter petitioning process as provided in the *Community Charter*, as a means of funding the remaining \$2.86 million required to construct the Works.

## DISCUSSION

### Development Cost Charge Front-Ending and Development Works Agreements

Four draft Development Cost Charge Front-Ending Agreements (DCCFEAs) and one draft Development Works Agreement (DWA), attached as Appendix “III” to “VII” respectively to this report, have been prepared and would allow the City to collect funds from other benefitting lands in proportion to the benefit that is received from the benefitting lands and then reimburse these funds to the group of developers. These agreements, in accordance with City policy, would apply for 15 years.

The DCCFEAs, as proposed, will not significantly affect the reasonable implementation of the City’s Sewer DCC program or the 10-Year Servicing Plan.

The amounts to be collected from the benefitting lands under each of the DCCFEAs and the DWA will be finalized upon completion of construction of the Works and on certified actual costs to a maximum of the upset limits included in the Recommendations section of this report.

The group of developers had challenges in front-ending their \$5.55 million, as some expected partners did not commit to their portions of the financial contributions. As there are no possible provisions in the DCCFEAs for interest on the borrowed portion of their front-ending amount, the group of developers has undertaken the normal DWA petition process related to the benefitting properties to recover the interest component. Pursuant to Section 212 of the *Community Charter, SBC 2003, Chap. 26*, the City Clerk has received the petition and has determined it to be sufficient. The City Clerk’s Certificate of Sufficiency is attached as Appendix “VIII”. Subject to endorsement by Council, the City Clerk will bring forward for the required readings the related DWA Bylaw to give the City authority to collect the Specified Charge from the benefitting lands up to the maximum amount of \$15,954.75 for each hectare.

### Local Area Service

Following Council’s adoption of the recommendations of Corporate Report No.R018;2015, staff defined the LAS benefitting area, computed the estimated local service tax for each parcel in the benefitting area, and prepared information packages describing the proposed Works and the local service tax. The information packages and LAS petition forms were distributed to all affected property owners on February 23, 2015.

On March 5, 2015, staff hosted a public information meeting to present the LAS and seek feedback from property owners in the benefitting area. Approximately 80 people attended the public information meeting. Feedback forms were distributed at the public information meeting, and 12 feedback forms were returned to the City.

Fifty-three (53) completed LAS petition forms were received at City Hall by the March 30, 2015 petition deadline. The petition results are as follows:

Number of Properties within Benefitting Area	Number of Petitions Received	Petitions Received Stating “Do Not Agree”	
		Number	Percentage (%)
106	53	3	5.66

The petition results indicate that a sufficient petition against the LAS has not been received, as defined by Section 212 of the *Community Charter*. The City Clerk's Certificate of Sufficiency is attached as Appendix "IX".

Staff subsequently prepared the *Local Area Service Fergus Sanitary Pump Station and Forcemain [Project #4706-453] Bylaw, 2016, No. 18601*, attached as Appendix "X", to outline the LAS cost recovery mechanism.

### **Construction of the Works**

In anticipation of the demand for the Works to support development in the Highway 99 Corridor and Sunnyside Heights NCP areas, staff retained a consultant to undertake the design of the Works in 2011. The design package was completed in 2013. Concurrent with the LAS, DCCFEA and DWA processes, staff have prepared supporting documentation that would allow the design package to be issued for tender and construction immediately following Council's approval of this Corporate Report. If tendering and construction proceeds, the Works will be completed in approximately 18 months after construction begins.

### **SUSTAINABILITY CONSIDERATIONS**

The Works are consistent with the Sustainability Charter in relation to facilitating residential, commercial and industrial developments in the Sunnyside Heights NCP area and the Highway 99 Corridor, which is in support of the City's objective to have a balance between local jobs and resident workers in Surrey.

In particular, the Works will support the following Scope actions in the Sustainability Charter:

- EC2: Economic Development Strategy and an Employment Land Strategy;
- EC3: Sustainable Infrastructure Maintenance and Replacement;
- EN8: Sustainable Engineering Standards and Practice; and
- EN16: Land, Water and Air Quality Management.

### **Legal Services Review**

The Legal Services Division has reviewed this report and draft agreements and has no concerns.

### **Finance & Technology Review**

The Finance & Technology Department has reviewed this report and has no concerns.

### **CONCLUSION**

Based on the above discussion, the Engineering Department recommends that Council:

- Receive this report as information;

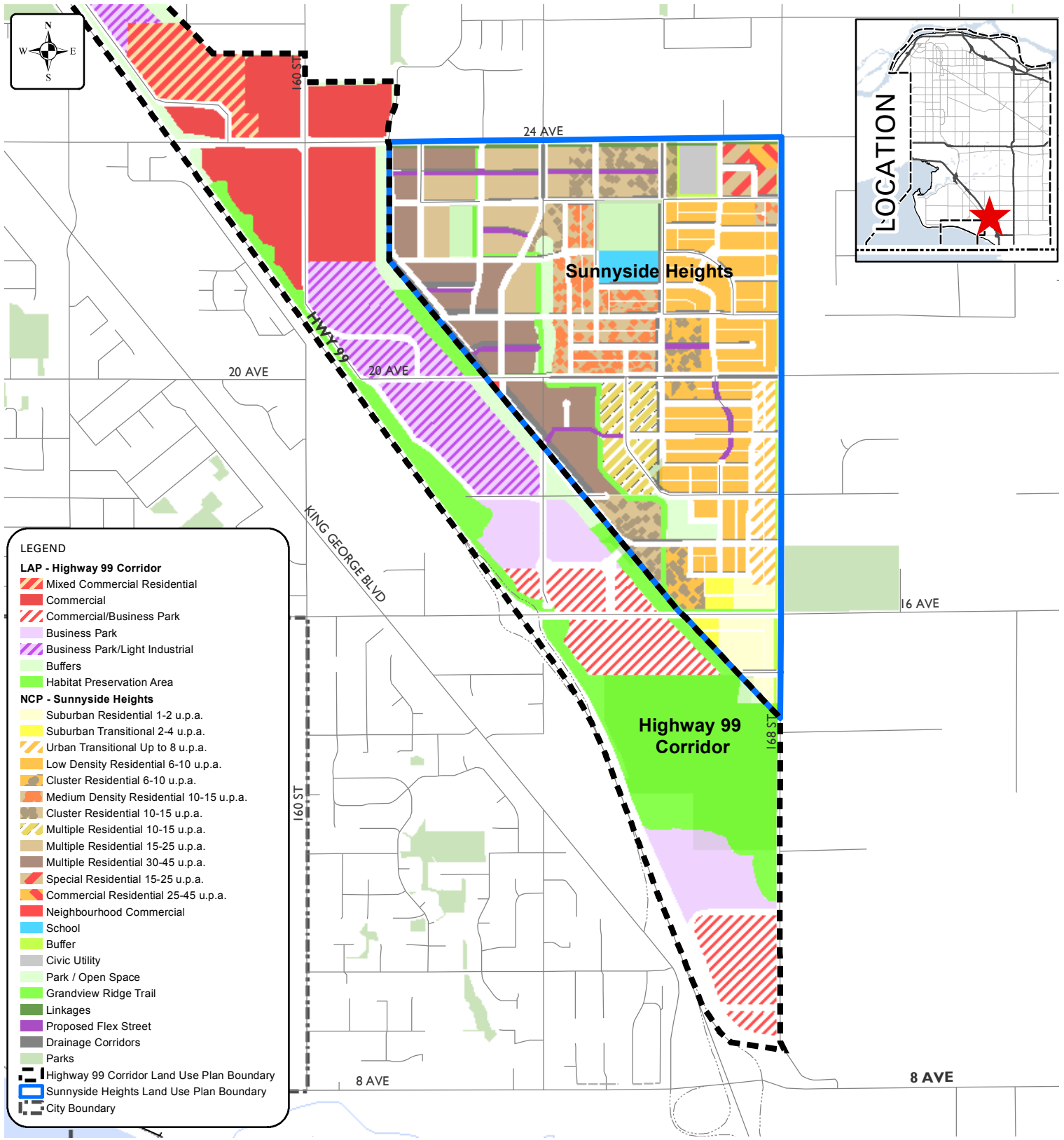
- Authorize the execution of two Development Cost Charge Front-Ending Agreements over an area in the Highway 99 Corridor Local Area Plan to an upset limit of \$2,597,561.00 and \$857,439.00 (excluding taxes), with a number of developers in relation to funding a portion of the construction of the Fergus Sanitary Pump Station and Forcemain (the “Works”) as generally described in this report and in Appendices “III” and “IV” respectively;
- Authorize the execution of two Development Cost Charge Front-Ending Agreements over an area in the Sunnyside Heights Neighbourhood Concept Plan to an upset limit of \$1,555,439.00 and \$979,561.00 (excluding taxes), with a number of developers in relation to funding a portion of the construction of the Works as generally described in this report and in Appendices “V” and “VI” respectively;
- Authorize the execution of a Development Works Agreement over an area in the Highway 99 Corridor and the Sunnyside Heights NCP to an upset limit of \$2,275,945.09 (excluding taxes), with a number of developers in relation to funding a portion of the construction of the Works as generally described in this report and in Schedule “1” of Appendix “VII”;
- Authorize the City Clerk to bring forward for the required readings the *Development Works Agreement – Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and the Highway 99 Corridor Local Area Plan By-law, No. 18619* which is attached as Appendix “VII” to this report.
- Subject to the authorization of the four Development Cost Charge Front-Ending Agreements and the Development Works Agreement above, approve the establishment of a Local Area Service in relation to funding a portion of the construction of the Works generally described in this report and as illustrated on the map attached as Appendix “II”, to an upset limit of \$2,860,000.00 (including taxes), where final costs will be fully recovered by a local service tax that will be apportioned to and levied on the benefitting parcels in accordance with *Local Area Service Fergus Sanitary Pump Station and Forcemain [Project #4706-453] Bylaw, 2016, No. 18601*; and,
- Authorize the City Clerk to bring forward for the required readings the *Local Area Service Fergus Sanitary Pump Station and Forcemain [Project #4706-453] Bylaw, 2016, No. 18601*, which is attached as Appendix “X” to this report.

Fraser Smith, P.Eng., MBA  
General Manager, Engineering

SSL/JA/LR/SLW/clr

Appendix “I” Highway 99 Corridor and Sunnyside Heights Land Use Plan  
Appendix “II” Highway 99 Corridor and Sunnyside Heights Servicing Area and Local Area Service Benefitting Area  
Appendix “III” Development Cost Charge Front-Ending Agreement for Highway 99 Corridor 8215-0293-00-2

- Appendix “V” Development Cost Charge Front-Ending Agreement for Sunnyside Heights NCP  
8215-0293-00-1
- Appendix “VI” Development Cost Charge Front-Ending Agreement for Sunnyside Heights NCP  
8215-0293-00-3
- Appendix “VII” Development Works Agreement Bylaw for Highway 99 Corridor and Sunnyside  
Heights NCP 8515-0293-00-1
- Appendix “VIII” Development Works Agreement – Certificate of Sufficiency
- Appendix “IX” Fergus Sanitary Pump Station and Forcemain Local Area Service – Certificate of  
Sufficiency
- Appendix “X” *Local Area Service Fergus Sanitary Pump Station and Forcemain [Project  
#4706-453] Bylaw, 2016, No. 18601*



**LEGEND**

**LAP - Highway 99 Corridor**

- Mixed Commercial Residential
- Commercial
- Commercial/Business Park
- Business Park
- Business Park/Light Industrial
- Buffers
- Habitat Preservation Area

**NCP - Sunnyside Heights**

- Suburban Residential 1-2 u.p.a.
- Suburban Transitional 2-4 u.p.a.
- Urban Transitional Up to 8 u.p.a.
- Low Density Residential 6-10 u.p.a.
- Cluster Residential 6-10 u.p.a.
- Medium Density Residential 10-15 u.p.a.
- Cluster Residential 10-15 u.p.a.
- Multiple Residential 10-15 u.p.a.
- Multiple Residential 15-25 u.p.a.
- Multiple Residential 30-45 u.p.a.
- Special Residential 15-25 u.p.a.
- Commercial Residential 25-45 u.p.a.
- Neighbourhood Commercial
- School
- Buffer
- Civic Utility
- Park / Open Space
- Grandview Ridge Trail
- Linkages
- Proposed Flex Street
- Drainage Corridors
- Parks

**Boundary Symbols:**

- Highway 99 Corridor Land Use Plan Boundary
- Sunnyside Heights Land Use Plan Boundary
- City Boundary

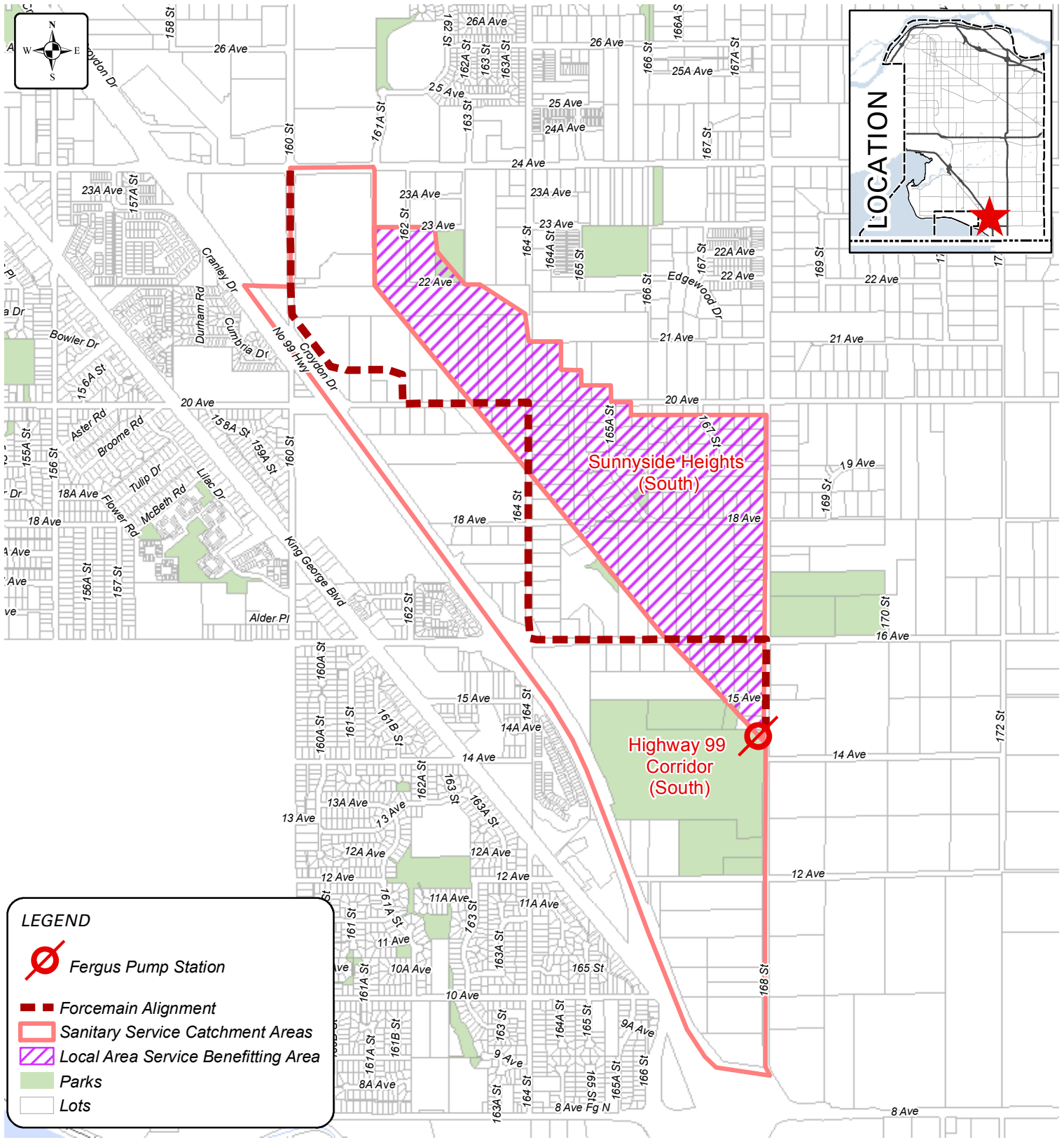
Produced by GIS Section: 04-Jan-2016, EM9



## Land Use Plan Highway 99 Corridor & Sunnyside Heights

ENGINEERING  
DEPARTMENT





Produced by GIS Section: 23-Dec-2015, EM9



## Highway 99 Corridor & Sunnyside Heights Servicing Area and Local Area Service Benefitting Area

## ENGINEERING DEPARTMENT

**APPENDIX "III"**

**CITY OF SURREY  
DEVELOPMENT COST CHARGE FRONTENDING AGREEMENT**

Project 8215-0293-00-2 (Sanitary Sewer)

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN:

**CITY OF SURREY**, at 13450 – 104 Avenue,  
City of Surrey, British Columbia, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

**SOUTH SURREY BUSINESS CENTRE INC.** of #407, 2626 Croydon Drive, in the  
City of Surrey, in the Province of British Columbia, V3Z 0S8

**CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION**  
of #710, 1055 West Georgia Street, in the City of Vancouver, in the Province of British  
Columbia V6E 3R5

**0779998 BC LTD.** of #210, 8399 – 200 Street, in the City of Langley in the Province of  
British Columbia V2Y 3C2

**PCI DEVELOPMENT CORPORATION** of #1700, 1030 West Georgia Street, in the  
City of Vancouver, in the Province of British Columbia V6E 2Y3

(collectively the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Highway 99 Corridor Local Area Plan is identified in column one entitled "Legal Description" in Schedule "A" and as illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined as Owners);
- C. **AND WHEREAS** the Works (as hereinafter defined) have been constructed;

- D. **AND WHEREAS** the Developer has undertaken the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to contribute towards the construction of the Works for the development of the Benefiting Area;
- G. **AND WHEREAS** Section 937.1 of the Local Government Act, R.S.B.C. 1996, c.323 and amendments hereto (the "*Act*"), authorized Council to enter into an agreement with the Developer for the provision of the Works by the City; and
- H. **AND WHEREAS** Council adopted the recommendations of Corporate Report No. R237; 2010 that established the land use plan and policies to guide development and provide amenities in the Highway 99 Corridor Local Area Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## **1. DEFINITIONS**

In this Agreement and in the recital above:

"*Act*" means the Local Government Act, R.S.B.C. 1996, c. 323, as revised, reenacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A";

"Capital Cost" means actual costs incurred by the City to construct the Works which costs are shown in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means the date construction of the Works have been completed and the one year maintenance period has commenced as determined by the City;

"Council" means the elected Council of the City;

"Developer" means collectively SOUTH SURREY BUSINESS CENTRE INC., CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION, 0779998 BC LTD., and PCI DEVELOPMENT CORPORATION;

"Development Cost Charge" or "DCC" means a charge imposed pursuant to the Development Cost Charge By-law;

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 2015, No. 18397, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"General Manager, Engineering" means the General Manager, Engineering for the City;

"Maximum Amount Owed" means the maximum amount payable by the City to the Developer for the funds received pursuant to this Agreement as specified in section 2.3;

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled "Registered Property Owners" in Schedule "A" attached hereto;

"Works" means Sanitary Sewer works and related appurtenances substantially as described in Schedule "B";

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

## 2. **WORKS**

- .1 The City is solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works,
- .2 The parties acknowledge that, as of the date of this Agreement, the final Capital Cost is estimated at Eleven Million, One Hundred Thousand (\$11,100,000.00) in Canadian Dollars.
- .3 The parties acknowledge that the City anticipates recovering up to Two Million, Five Hundred Ninety-Seven Thousand, Five Hundred Sixty-One (\$2,597,561.00) in Canadian Dollars of Sanitary DCCs within the Benefiting Area which is the "Maximum Amount Owed".

3. **PAYMENT FOR WORKS**

- .1 The City is responsible for financing a portion of the Works and the construction of the Works as described in Corporate Report No. \_\_\_\_\_, dated \_\_\_\_\_.
- .2 In consideration of the completion of the Works by the City to the satisfaction of the General Manager, Engineering without incurring any additional cost to the Developer, the City agrees to collect Sanitary DCCs from the Owners within the Benefiting Area for each subdivision or building permit in accordance with the Development Cost Charge By-law.
- .3 All parties agree that the City will pay the sanitary DCCs collected from the Benefiting Area as per Schedule "D" of this Agreement.
- .4 Reimbursement of the Maximum Amount Owing as specified in Section 2.3 within the Benefiting Area shall be paid as follows:
  - (a) the City shall only be obligated to pay to the extent the City actually receives the Sanitary DCC component from Owners; and
  - (b) the City shall remit the amounts actually received twice each calendar year to the Developer in the proportions as specified in Schedule "D" and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
- .5 The City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.
- .6 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance & Technology shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance & Technology in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- 1 The term of this Agreement shall commence on the Completion Date and shall expire on in fifteen years from and including the commencement date (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owning without interest.

5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$5,743.50 which includes GST. The City acknowledges the receipt of payment by Receipt No. 607323 paid to the City on August 31, 2015 for the preparation, registration and administration of this Agreement. Additional administration costs of \$1,760.00 plus applicable taxes per Developer will be required at the time of the execution of this agreement to pay for increased administration costs associated with multiple Developers.

7. **NOTICES**

- .1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer as follows:

South Surrey Business Centre Inc.

0779998 BC Ltd.

#407, 2626 Croydon Drive  
Surrey, BC V3Z 0S8

#210, 8399 - 200 Street  
Langley, BC V2Y 3C2

Canadian Horizons (18<sup>th</sup> Avenue)  
Development Corporation  
#710, 1055 West Georgia Street  
Vancouver, BC V6 3R5

PCI Development Corporation  
#1700, 1030 West Georgia Street  
Vancouver, BC V6E 2Y3

or such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

City of Surrey  
Engineering Department  
13450 – 104 Avenue  
Surrey, B.C. V3T 1V8

Attention: General Manager, Engineering  
c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

- .2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
  - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

## 8. **ASSIGNMENT**

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

## 9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

## 10. **LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

**11. SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- .1 Schedule "A" - Legal Description and Registered Property Owners
- .2 Schedule "B" - Description of Sanitary Sewer Works
- .3 Schedule "C" - Benefiting Area Map
- .4 Schedule "D" - Payment Schedule

**12. CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY  
by its authorized signatory

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General Manager, Engineering  
by his Authorized Designate, Sam Lau, P.Eng.  
Manager, Land Development

**South Surrey Business Centre Inc.**  
as per their duly appointed  
signatory(s):

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**Canadian Horizons (18<sup>th</sup> Avenue) Development Corporation**  
as per their duly appointed  
signatory(s):

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**PCI Developments Corporation**  
as per their duly appointed  
signatory(s):

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**0779998 BC Ltd.**  
as per their duly appointed  
signatory(s):

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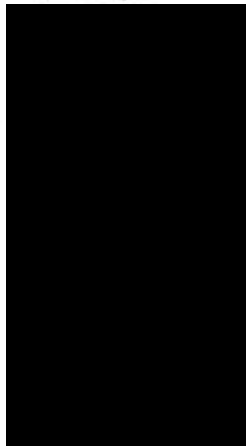
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N031.74 N1/2 E1/2 SE 3/4 12 T1 PL 7213	0854559 Bc Lad	1068 No 99 Hwy	011-127-945	512103006X
LT 13 SE SEC 12 T1 PL 26780	0854559 Bc Lad	1109 168 St	010-148-655	5121120023
LT 14 SE SEC 12 T1 PL 26780	0854559 Bc Lad	1177 168 St	008-866-350	5121130028
LT A 1&2 SE SEC 12 T1 PL 12449(EX 25810)	0933554 Bc Lad	941 168 St	005-787-220	5121900065
LT B 1&2 SE SEC 12 T1 PL 12449 (PL 25810)	[REDACTED]	919 168 St	002-103-630	512191006X
PFLT 6 SE SW SEC 12 T1 PL 25810	Crown Provincial	16584 12 Ave		5121950056
PCL GG 1 SE SEC 12 T1 PL 25810	[REDACTED]	16620 12 Ave	008-823-936	512195105X
PCL HH A SE SEC 12 T1 PL 25810	Crown Provincial Barwest Property Management Services Ltd	942 No 99 Hwy	008-823-944 008-823-944 008-823-944	5121952053 5121952053 5121952053
LT 2 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	1461 168 St	004-475-071	5124010010
LT 3 NE SC 12 T1 PL72109 PART: NE1/4 PID	City of Surrey Occupier [REDACTED]	16746 15 Ave	004-475-097 004-475-097	5124020013 5124020013
LT 3 NE SEC 12 T1 PL 30260	[REDACTED]	16589 12 Ave	006-459-323	5124020027

LT C NE SEC 12 T1 PL 15235 (EX R14 15	City of Surrey	1267 168 St	010-049-568	5124920026
LT REM D NE SC 12 T1 PL6606 PART: NE1/4	City of Surrey	16734 15 Ave	004-435-907	5124930019
PCL D C NE SEC 12 T1 REF 15949	City of Surrey	1227 168 St	008-042-730	5124930044
PCL EE A NE SEC 12 T1 PL 25810	Crown Provincial	1270 No 99 Hwy	008-823-901	5124940050
LT F NE SEC 12 T1 SK 10749 (EX 25810)	City of Surrey	1277 168 St	013-192-663	512495002X
LT 1 SE SC 13 T1 PL69053 PART SE PID 00	0752875 Bc Ltd	16505 16 Ave	001-417-894	5131000105
LT 1 SE SC 13 T1 PLLMP4240 Part SE1/4	[REDACTED]	16510 18 Ave	017-756-456	5131000142
LT 2 SE SC 13 T1 PL69053 PART SE PID 00	[REDACTED]	16487 16 Ave	001-417-908 001-417-908	513101007X 513101007X
LT 2 SE SC 13 T1 PLLMP4240 Part SE1/4	Kittarney Estates Ltd	16541 16 Ave	017-756-464	5131010111
LT 3 SE SC 13 T1 PL69053 PART SE PID 00	[REDACTED]	16470 18 Ave	001-417-916 001-417-916	5131020074 5131020074
LT 4 SE SEC 13 T1 PL 5375	1011336 Bc Ltd	16607 16 Ave	011-135-077	513103002X

LT 24 SE SEC 13 T1 PL 38148  
LT 25 SE SEC 13 T1 PL 38148  
  
LT 26 SE SEC 13 T1 PL 38148  
LT 27 SE SEC 13 T1 PL 38148  
  
LT 28 SE SEC 13 T1 PL 38148  
  
LT 29 SE SEC 13 T1 PL 38148  
LT 30 SE SEC 12 T1 PL 38148  
  
LT 34 SE SEC 13 T1 PL 42726  
LT 35 SE SEC 13 T1 PL 42726



1770 164 Si	008-494-266	5131230020
1760 164 Si	000-740-241 000-740-241	5131240025 5131240025
1740 164 Si	008-268-827	513125002X
1720 164 Si	008-494-274 008-494-274	5131260024 5131260024
1690 164 Si	008-268-835 008-268-835	5131270029 5131270029
1660 164 Si	008-494-282	5131280023
1642 164 Si	008-494-291 008-494-291	5131290028 5131290028
1870 164 Si	006-532-080	5131330026
1852 164 Si	006-532-101 006-532-101	5131340020 5131340020

LT 30 SW SEC 13 T1 PL 30343	639606 Bc Ltd	1715 164 St	004-540-212	5132290024
LT 33 SW SEC 13 T1 PL 34601		16114 20 Ave	002-668-335 002-668-335	5132320028 5132320028
LT 38 SW SEC 13 T1 PL 41276		16172 20 Ave	004-331-702 004-331-702	5132370020 5132370020
LT 39 SW SEC 13 T1 PL 41276		16184 20 Ave	006-160-271	5132380025
LT 40 SW SEC 13 T1 PL 41276		16216 20 Ave	006-128-637 006-128-637	513239002X 513239002X
LT 44 SW SEC 13 T1 PL 55337	Croydon Properties Ltd	16248 20 Ave	005-359-546	5132430028
LT 45 SW SEC 13 T1 PL 55337	Croydon Properties Ltd	16272 20 Ave	002-205-602	5132440022
LT 49 SC SW13 T1 PL63160		16384 18 Ave	003-403-599	5132480020
LT 50 SC SW13 T1 PL63160		16354 18 Ave	003-403-602	5132490025
LT 51 SC SW13 T1 PL63160		16324 18 Ave	003-403-611 003-403-611	513250002X 513250002X

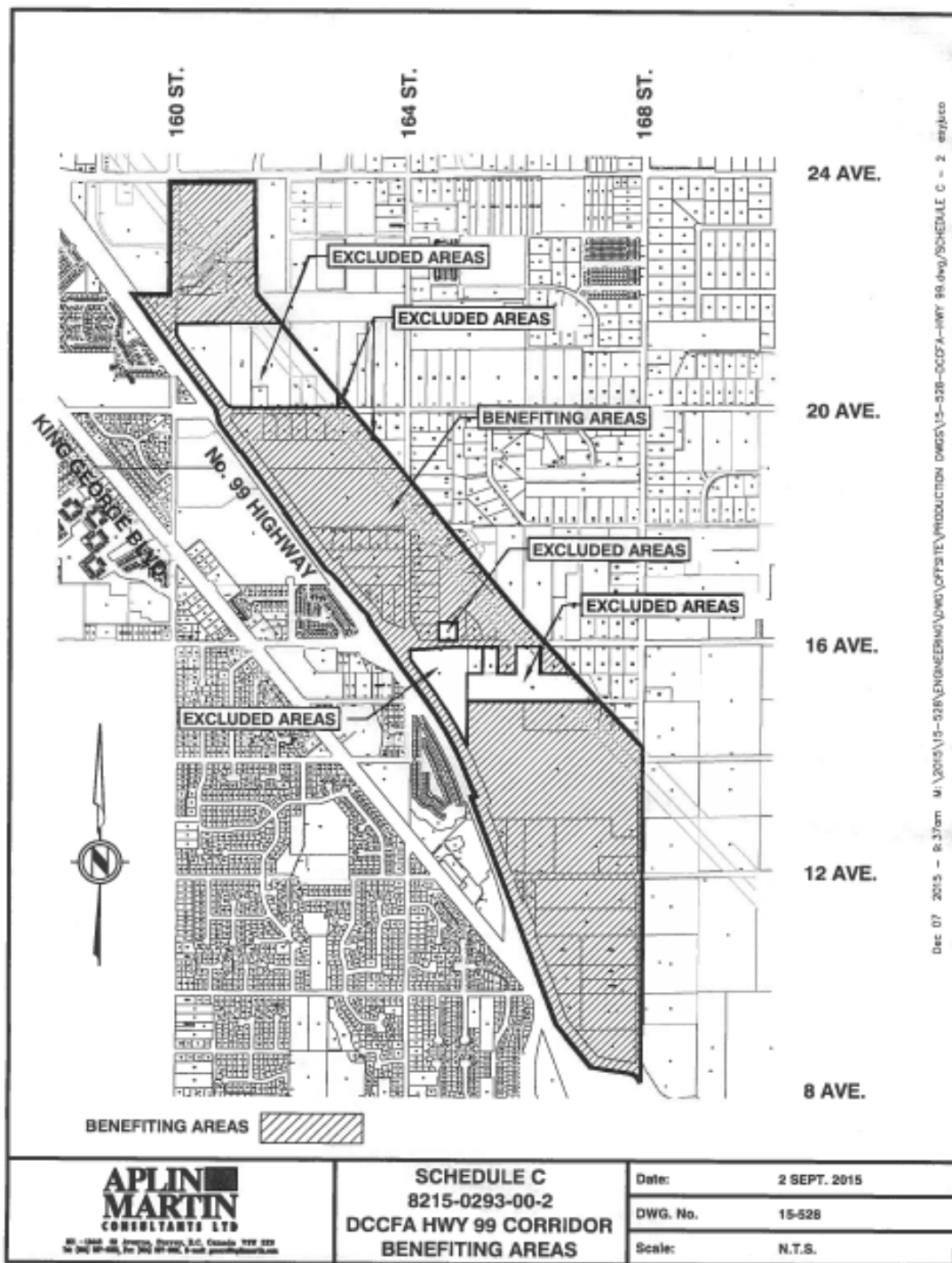
PLC 5L 004 604 004 00	██████████	10322 160 St Hwy	000-023-012	5132920044
E154.2' S1/2 E1/2 S1/2 SW SEC 13 T1	639606 Bc Ltd	16389 No 99 Hwy	024-101-800	5132971027
S1/2 N1/2 SW SEC 13 T1 (EX PT W O	639606 Bc Ltd	1891 164 St	013-855-140	513297112X
PCL A 1 N1/2 NW SEC 13 T1 EXP 15461	██████████	2208 160 St	011-101-555 011-101-555	5133900028 5133900028
N1/2 N1/2 S1/2 NW SEC 13 T1 20AC	██████████	2172 160 St	011-110-759 011-110-759 011-110-759 011-110-759 011-110-759 011-110-759 011-110-759	5133971060 5133971060 5133971060 5133971060 5133971060 5133971060 5133971060
LT 1 SC 13 T1 PLBCP20884	Cp Reit Bc Propertieshd	2332 160 St	026-497-212	5133000054
LT 2 SC 13 T1 PLBCP20884	City of Surrey	2204 160 St	026-497-221	5133010072
LT 1 SC 1 T2 PLBCP40888	Greater Vancouver Sewerage & Drainage District	5580 164 St	027-913-643	6014000045

**SCHEDULE "B"**

**DESCRIPTION OF SANITARY SEWER WORKS**

Design, construct and inspect a Sanitary Sewer Pump Station (Fergus Creek Pump Station) at 1227 - 168 Street, a sanitary sewer forcemain from 1227 - 168 Street to an existing gravity sanitary sewer located at 24 Avenue and 160 Street complete with all required appurtenances.

SCHEDULE "C"  
BENEFITING AREA MAP



Dec 07 2015 - 9:37am M:\2015\15-528\ENGINEERING\DWG\OFFSITE\PRODUCTION DWG\15-528-DCCFA-HWY 99.dwg/SCHEDULE C - 2.dwg

Portions of Highway 99 Corridor Local Area Plan Benefiting Area

**SCHEDULE "D"**

**Payment Schedule**

**8215-0293-00-2 (Highway 99 Corridor LAP Sanitary Sewer DCCFA)**

Total amount of DCCs available **\$2,597,561.00**

	Developer's Name	Contribution %	Cash Contribution	Maximum Owing
1	South Surrey Business Centre	45.21%	\$1,174,357.33	\$1,174,357.33
2	Canadian Horizons (18th Avenue) Development Corporation	25.88%	\$672,248.79	\$672,248.79
3	0779998 BC Ltd.	25.87%	\$671,989.03	\$671,989.03
4	PCI Development Corporation	3.04%	\$78,965.85	\$78,965.85
	Total	100.00%	\$2,597,561.00	\$2,597,561.00



## APPENDIX "IV"

### CITY OF SURREY DEVELOPMENT COST CHARGE FRONTENDING AGREEMENT

Project 8215-0293-00-4 (Sanitary Sewer)

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN:

**CITY OF SURREY**, at 13450 – 104 Avenue,  
City of Surrey, British Columbia, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

**MAINLAND DEVELOPMENTS (MORGAN) LTD.** of #210, 128899 – 80 Avenue in  
the City of Surrey, in the Province of British Columbia V3W 0E6

**MYTOPIA INC.** of #120, 6068 No. 3 Road, in the City of Richmond, in the Province of  
British Columbia V6Y 4M7

**SOUTH SURREY BUSINESS CENTRE INC.** of #407, 2626 Croydon Drive, in the  
City of Surrey, in the Province of British Columbia, V3Z 0S8

**PCI DEVELOPMENT CORPORATION** of #1700, 1030 West Georgia Street, in the  
City of Vancouver, in the Province of British Columbia V6E 2Y3

**0779998 BC LTD.** of #210, 8399 – 200 Street, in the City of Langley in the Province of  
British Columbia V2Y 3C2

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Highway 99 Corridor Local Area Plan is identified in column one entitled "Legal Description" in Schedule "A" and as illustrated in "Benefiting Area Map" in Schedule "C";

- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined as Owners);
- C. **AND WHEREAS** the Works (as hereinafter defined) have been constructed;
- D. **AND WHEREAS** the Developer has undertaken the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to contribute towards the construction of the Works for the development of the Benefiting Area;
- G. **AND WHEREAS** Section 937.1 of the Local Government Act, R.S.B.C. 1996, c.323 and amendments hereto (the "Act"), authorized Council to enter into an agreement with the Developer for the provision of the Works by the City; and
- H. **AND WHEREAS** Council adopted the recommendations of Corporate Report No. L004, dated February 23, 2004; that established the land use plan and policies to guide development and provide amenities in the Highway 99 Corridor Local Area Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## **1. DEFINITIONS**

In this Agreement and in the recital above:

"Act" means the Local Government Act, R.S.B.C. 1996, c. 323, as revised, reenacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A";

"Capital Cost" means actual costs incurred by the City to construct the Works which costs are shown in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means the date construction of the Works have been completed and the one year maintenance period has commenced as determined by the City;

"Council" means the elected Council of the City;

"Developer" means collectively MAINLAND DEVELOPMENTS (MORGAN) LTD, MYTOPIA INC., SOUTH SURREY BUSINESS CENTRE INC, PCI DEVELOPMENT CORPORATION and 0779998 BC LTD.;

"Development Cost Charge" or "DCC" means a charge imposed pursuant to the Development Cost Charge By-law;

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 2015, No. 18397, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"General Manager, Engineering" means the General Manager, Engineering for the City;

"Maximum Amount Owing" means the maximum amount payable by the City to the Developer for the funds received pursuant to this Agreement as specified in section 2.3;

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled "Registered Property Owners" in Schedule "A" attached hereto;

"Works" means Sanitary Sewer works and related appurtenances substantially as described in Schedule "B";

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

## 2. **WORKS**

- .1 The City is solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works,
- .2 The parties acknowledge that, as of the date of this Agreement, the final Capital Cost is estimated at Eleven Million, One Hundred Thousand (\$11,100,000.00) in Canadian Dollars.
- .3 The parties acknowledge that the City anticipates recovering up to Eight Hundred Fifty-Seven Thousand, Four Hundred Thirty-Nine (\$857,439.00) in Canadian

Dollars of Sanitary DCCs within the Benefiting Area which is the "Maximum Amount Owed". Monies owed to each Frontender shall be reimbursed back to the Frontender after monies have been collected through a Servicing Agreement or Building Permit as per Surrey Subdivision and Development By-law, 1986, No. 8830, for Benefitting properties listed in Schedule "A. "

3. **PAYMENT FOR WORKS**

- .1 The City is responsible for financing a portion of the Works and the construction of the Works as described in Corporate Report No. \_\_\_\_\_, dated \_\_\_\_\_.
- .2 In consideration of the completion of the Works by the City to the satisfaction of the General Manager, Engineering without incurring any additional cost to the Developer, the City agrees to collect Sanitary DCCs from the Owners within the Benefiting Area for each subdivision or building permit in accordance with the Development Cost Charge By-law.
- .3 All parties agree that the City will pay the Sanitary DCCs collected from the Benefiting Area as per Schedule D of this Agreement.
- .4 Reimbursement of the Maximum Amount Owing as specified in Section 2.3 within the Benefiting Area shall be paid as follows:
  - (a) the City shall only be obligated to pay to the extent the City actually receives the Sanitary DCC component from Owners; and
  - (b) the City shall remit the amounts actually received twice each calendar year to the Developer in the proportions as specified in Schedule "D" and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
- .5 The City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.
- .6 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance & Technology shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance & Technology in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or

other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- 1 The term of this Agreement shall commence on the Completion Date and shall expire on in fifteen years from and including the commencement date (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owing without interest.

5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$5,743.50 which includes GST for the preparation, registration and administration of this Agreement. Additional administration costs of \$1,760.00 plus applicable taxes per Developer will be required at the time of the execution of this agreement to pay for increased administration costs associated with multiple Developers.

7. **NOTICES**

- .1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by

registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer as follows:

Mainland Developments  
(Morgan) Ltd.  
#210, 12899 - 80 Avenue  
Surrey, BC V3W 0E6

PCI Development Corporation  
#1700, 1030 West Georgia Street  
Vancouver, BC V6E 2Y3

Mytopia Inc.  
#120, 6068 No. 3 Road  
Richmond, BC V6Y 4M7

0779998 BC Ltd.  
#210, 8399 - 200 Street  
Langley, BC V2Y 3C2

South Surrey Business Centre Inc.  
#407, 2626 Croydon Drive  
Surrey, BC V3Z 0S8

or such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

City of Surrey  
Engineering Department  
13450 – 104 Avenue  
Surrey, B.C. V3T 1V8

Attention: General Manager, Engineering  
c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

- .2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
  - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

## 8. **ASSIGNMENT**

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

10. **LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

11. **SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- .1 Schedule "A" - Legal Description and Registered Property Owners
- .2 Schedule "B" - Description of Sanitary Sewer Works
- .3 Schedule "C" - Benefiting Area Map
- .4 Schedule "D" - Payment Schedule

12. **CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

**CITY OF SURREY**

by its authorized signatory

\_\_\_\_\_  
General Manager, Engineering  
by his Authorized Designate, Sam Lau, P.Eng.  
Manager, Land Development

**Mainland Developments (Morgan) Ltd.**  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

**PCI Developments Corporation**  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

**Mytopia Inc.**  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

**0779998 BC Ltd.**  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

**South Surrey Business Centre Inc.**  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_



December 04, 2015

City of Surrey  
Schedule "A"  
Legal Description and Registered Owners

Project File: 7815-0293-00  
DCC Frontender File: 8215-0293-00-4

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
LT 4 NE SEC 12 T1 PL 43880	Smith Surrey Businesscentre Inc	16510 16 Ave	002-149-699	5124030021
LT 5 NE SEC 12 T1 PL 43880	Mytopia Inc	16530 16 Ave	007-150-865	5124040026
LT 7 NE SEC 12 T1 PL 46910	Mytopia Inc	16616 16 Ave	002-182-203	5124060025
NE SC 12 T1 PL56750 LOT: REM 14 PART: NE	Mytopia Inc	16725 15 Ave	004-435-826	5124130015
LT 18 NE SC 12 T1 PL67817 PART NE PID 0	Smith Surrey Businesscentre Inc	16450 16 Ave	001-031-457	5124170013
PCL A 7 SE SEC 13 T1 EXP 10033	16 At 99 Holdings Corp	16467 16 Ave	011-135-107	5131900062
LT 31 SW SEC 13 T1 PL 33307		16344 20 Ave	006-853-331 006-853-331	5132300029 5132300029
LT 1 NW SC 13 T1 PL72380 PART: NW1/4 PID	Mainland Developments(Morgan Place) Ltd	16203 20 Ave	004-607-007	5133000017
LT 2 NW SC 13 T1 PL72380 PART: NW1/4 PID	Mainland Developments(Morgan Place) Ltd	16197 20 Ave	004-607-015	5133010011
LT 2 W1/2 S3/4 S1/2 NW SEC 13 T1 PL 1126	Mainland Developments(Morgan Place) Ltd	2112 160 St	009-492-011	5133010060
LT 4 S1/2 NW SEC 13 T1 PL 7270(SEE 0513-	0779998 Bc Ltd	16301 20 Ave	011-106-913	5133030046
LT 13 SC NW13 T1 PL61696	Mainland Developments(Morgan Place) Ltd	16211 20 Ave	002-477-301	5133120023
LT 14 SC NW13 T1 PL61696	Mainland Development Holdings Ltd	16273 20 Ave	000-598-810	5133130028
PCL A 2 W1/2 S3/4 S 1/2 NW SEC 13 T1	Mainland Developments(Morgan Place) Ltd	16113 20 Ave	009-492-119	5133900041
LT A NW SEC 13 T1 PL 22548	Mainland Developments(Morgan Place) Ltd	16219 20 Ave	009-270-299	5133900065

**SCHEDULE "B"**

**DESCRIPTION OF SANITARY SEWER WORKS**

Design, construct and inspect a Sanitary Sewer Pump Station (Fergus Creek Pump Station) at 1227 - 168 Street, a sanitary sewer forcemain from 1227 - 168 Street to an existing gravity sanitary sewer located at 24 Avenue and 160 Street complete with all required appurtenances.



## SCHEDULE "D"

### Payment Schedule

#### 8215-0293-00-4 (Highway 99 Corridor LAP Sanitary Sewer DCCFA)

Total amount of DCCs available

**\$857,439.00**

	Developer's Name	Contribution %	Cash Contribution	Maximum Owing
1	Mainland Developments(Morgan) Ltd.	57.78%	\$495,428.25	\$495,428.25
2	Mytopia Inc.	23.20%	\$198,925.85	\$198,925.85
3	South Surrey Business Centre	15.74%	\$134,960.90	\$134,960.90
4	PCI Development Corporation	2.45%	\$21,007.26	\$21,007.26
5	0779998 BC Ltd.	0.83%	\$7,116.74	\$7,116.74
	Total	100.00%	\$857,439.00	\$857,439.00

## APPENDIX "V"

### CITY OF SURREY DEVELOPMENT COST CHARGE FRONTENDING AGREEMENT

Project 8215-0293-00-1 (Sanitary Sewer)

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN:

**CITY OF SURREY**, at 13450 – 104 Avenue,  
City of Surrey, British Columbia, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

**CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION**  
of #710, 1055 West Georgia Street, in the City of Vancouver, in the Province of British  
Columbia V6E 3R5

**0779998 BC LTD.** of #210, 8399 – 200 Street, in the City of Langley in the Province of  
British Columbia V2Y 3C2

**1005714 BC LTD.** of 880 Lougheed Highway, in the City of Port Coquitlam, in the  
Province of British Columbia V3C 0B7

(collectively the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan are identified in column one entitled "Legal Description" in Schedule "A" and are illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined as Owners);
- C. **AND WHEREAS** the Works (as hereinafter defined) have been constructed;

- D. **AND WHEREAS** the Developer has undertaken the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to contribute towards the construction of the Works for the development of the Benefiting Area;
- G. **AND WHEREAS** Section 937.1 of the Local Government Act, R.S.B.C. 1996, c.323 and amendments hereto (the "*Act*"), authorized Council to enter into an agreement with the Developer for the provision of the Works by the City; and
- H. **AND WHEREAS** Council adopted the recommendations of Corporate Report No. R237; 2010 that established the land use plan and policies to guide development and provide amenities in the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## **1. DEFINITIONS**

In this Agreement and in the recital above:

"*Act*" means the Local Government Act, R.S.B.C. 1996, c. 323, as revised, reenacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A";

"Capital Cost" means actual costs incurred by the City to construct the Works which costs are shown in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means the date construction of the Works have been completed and the one year maintenance period has commenced as determined by the City;

"Council" means the elected Council of the City;

"Developer" means collectively: 0779998 BC LTD., CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION and 1005714 BC LTD.;

"Development Cost Charge" or "DCC" means a charge imposed pursuant to the Development Cost Charge By-law;

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 2015, No. 18397, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"General Manager, Engineering" means the General Manager, Engineering for the City;

"Maximum Amount Owning" means the maximum amount payable by the City to the Developer for the funds received pursuant to this Agreement as specified in section 2.3;

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled "Registered Property Owners" in Schedule "A" attached hereto;

"Works" means Sanitary Sewer works and related appurtenances substantially as described in Schedule "B";

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

## 2. **WORKS**

- .1 The City is solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works,
- .2 The parties acknowledge that, as of the date of this Agreement, the final Capital Cost is estimated at Eleven Million, One Hundred Thousand (\$11,100,000.00) in Canadian Dollars.
- .3 The parties acknowledge that the City anticipates recovering up to One Million, Five Hundred Fifty-Five Thousand, Four Hundred Thirty-Nine Dollars (\$1,555,439.00) in Canadian Dollars of Sanitary DCCs within the Benefiting Area. All parties agree that the City is to retain the first Four Hundred Forty Thousand Dollars (\$440,000.00) of the Sanitary DCCs within the Benefiting Area and that the balance of One Million, One Hundred Fifteen Thousand, Four Hundred Thirty-Nine Dollars (\$1,115,439.00) in Canadian Dollars of Sanitary DCCs within the Benefiting Area which is the "Maximum Amount Owed".

### 3. PAYMENT FOR WORKS

- .1 The City is responsible for financing a portion of the Works and the construction of the Works as described in Corporate Report No. \_\_\_\_\_, dated \_\_\_\_\_.
- .2 In consideration of the completion of the Works by the City to the satisfaction of the General Manager, Engineering without incurring any additional cost to the Developer, the City agrees to collect Sanitary DCCs from the Owners within the Benefiting Area for each subdivision or building permit in accordance with the Development Cost Charge By-law.
- .3 All parties agree that the City will pay the Sanitary DCCs collected from the Benefiting Area as per Schedule "D" of this Agreement.
- .4 Reimbursement of the Maximum Amount Owning as specified in Section 2.3 within the Benefiting Area shall be paid as follows:
  - (i) the City shall only be obligated to pay to the extent the City actually receives the Sanitary DCC component from Owners; and
  - (ii) the City shall remit the amounts actually received twice each calendar year to the Developer in the proportions as specified in Schedule "D" and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
- .5 The City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.
- .6 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance & Technology shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance & Technology in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees



and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- .1 The term of this Agreement shall commence on the Completion Date and shall expire in fifteen years from and including the commencement date (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owing without interest.

5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$5,743.50 which includes GST. The City acknowledges the receipt of payment by Receipt No. 607323 paid to the City on August 31, 2015 for the preparation, registration and administration of this Agreement. Additional administration costs of \$1,760.00 plus applicable taxes per Developer will be required at the time of the execution of this agreement to pay for increased administration costs associated with multiple Developers.

7. **NOTICES**

- .1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer as follows:

Canadian Horizons (18th Avenue)  
Development Corporation  
#710, 1055 West Georgia Street  
Vancouver, BC V6 3R5

1005714 BC Ltd.  
880 Lougheed Highway  
Port Coquitlam, BC V3C 0B7

0779998 BC Ltd.  
#210, 8399 - 200 Street  
Langley, BC V2Y 3C2

or such change of address as the Developer has, by written notification, forwarded to the City as follows:

City of Surrey  
Engineering Department  
13450 – 104 Avenue  
Surrey, BC V3T 1V8

Attention: General Manager, Engineering  
c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

- .2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
  - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

8. **ASSIGNMENT**

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

10. **LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

11. **SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- .1 Schedule "A" - Legal Description and Registered Property Owners
- .2 Schedule "B" - Description of Sanitary Sewer Works
- .3 Schedule "C" - Benefiting Area Map
- .4 Schedule "D" - Payment Schedule

12. **CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY  
by its authorized signatory

\_\_\_\_\_  
General Manager, Engineering  
by his Authorized Designate, Sam Lau, P.Eng.  
Manager, Land Development

Canadian Horizons (18<sup>th</sup> Avenue) Development Corporation  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

0779998 BC Ltd.  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

1005714 BC Ltd.  
as per their duly appointed  
signatory(s):

\_\_\_\_\_  
\_\_\_\_\_

Dec 04, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DCC FrontEnds Agreement

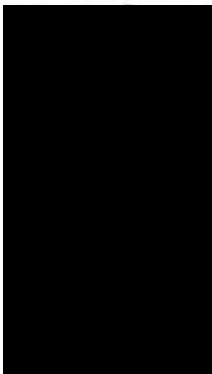
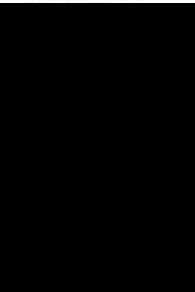
Project File: 7815-0293-00  
DCC FrontEndsFile: 8215-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 1 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	16770 15 Ave		5124000016
LT 2 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	1461 168 St		5124010010
LT 3 NE SC 12 T1 PL72109 PART: NE1/4 PID	City of Surrey	16746 15 Ave		5124020015
	Occupier: [REDACTED]			5124020015
LT 4 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	16737 15 Ave		512403001X
				512403001X
LT 8 NE SEC 12 T1 PL 46910	[REDACTED]	16662 16 Ave		512407002X
LT 9 NE SEC 12 T1 PL 46910	Dhs Homes Inc	16692 16 Ave		5124080024
LT 10 NE SEC 12 T1 PL 46910	[REDACTED]	16712 16 Ave		5124090029
LT 11 NE SEC 12 T1 PL 46910	[REDACTED]	16736 16 Ave		5124100023
				5124100023
LT 12 NE SEC 12 T1 PL 46910	[REDACTED]	16766 16 Ave		5124110028
LT 13 NE SEC 12 T1 PL 46910	[REDACTED]	16790 16 Ave		5124120022
LT A NE SC 12 T1 PL73905 PART:PID 006544	[REDACTED]	16759 15 Ave		5124900015
				5124900015
				5124900015
LT B NE SC 12 T1 PL73905 PART:PID 006544	[REDACTED]	1543 168 St		512491001X
				512491001X
PCL 1 W1/2 W1/2 SE SEC 13 T1 EXP 13047	[REDACTED]	16468 20 Ave		5131000026
				5131000026
				5131000026
LT 1 SC SE13 T1 PL61541	City of Surrey	1805 165A St		5131000025
LT 1 SC SE13 T1 PL61916	[REDACTED]	16488 20 Ave		5131000087
LT 1 SE SC 13 T1 PL78490 PART: SE1/4 PID	[REDACTED]	16615 18 Ave		5131000087
				5131000117

Dec 04, 2015

The City of Surrey  
Schedule A  
Lands Within Benefiting Area Affected by DCC FrontEnd Agreement

Project File: 7815-0293-00  
DCC FrontEndFile: 8215-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number	
LT 1 SE SC 13 T1 PLLMP4240 Part SE1/4. LT 2 SC SE13 T1 PL61541		16510 18 Ave		5131000143	
		16515 18 Ave		5131010044	
				5131010044	
				5131010068	
LT 2 SC SE13 T1 PL62179		1915 165A St		5131010068	
				5131010068	
LT 2 SE SC 13 T1 PL78490 PART: SE1/4 PID		16641 18 Ave		5131010081	
				5131010081	
LT 2 SE SC 13 T1 PLLMP291 Part SE1/4. LT 2 SE SC 13 T1 PLLMP4240 Part SE1/4. LT 3 SC SE13 T1 PL61541		16688 18 Ave		5131010093	
		16541 16 Ave		5131010111	
		1821 165A St		5131020049	
				5131020049	
LT 3 SC SE13 T1 PL62179		1881 165A St		5131020062	
LT 3 SE SC 13 T1 PL69053 PART SE PID 00		16470 18 Ave		5131020074	
				5131020074	
LT 4 SE SBC 13 T1 PL 5375	1011336 Bc Ltd	16607 16 Ave		513103002X	
LT 4 SC SE13 T1 PL61541		1841 165A St		5131030043	
				5131030043	
LT 4 SE SC 13 T1 PL78490 PART: SE1/4 PID			16687 18 Ave		5131030067
LT 5 SE SBC 13 T1 PL 5375 9.56AC			16558 18 Ave		5131040024
					5131040024
					5131040024
					5131040024
					5131040024
					5131040024
					5131040048
LT 5 SC SE13 T1 PL61541		1861 165A St Unit N		5131040048	
LT 5 SE SC 13 T1 PL78490 PART: SE1/4 PID		16711 18 Ave		513104005X	

Dec 04, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DCC FrontEnd Agreement

Project File: 7815-0293-00  
DCC FrontEnd File: 8215-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
				513104005X
LT 6 SE SC 13 T1 PL78490 PART: SE1/4 PID	Xin Xing Enterprises Ltd	16739 18 Ave		5131050017
LT 7 SE SC 13 T1 PL78490 PART: SE1/4 PID		16763 18 Ave		5131060011
				5131060011
LT 8 SC SE13 T1 PL61541		1935 165A St		5131070028
				5131070028
LT 8 SE SC 13 T1 PL78490 PART: SE1/4 PID		1837 168 St		513107003X
				513107003X
LT 9 SC SE13 T1 PL61541		1935 165A St		5131080046
				5131080046
LT 10 SE SEC 13 T1 PL 29066		1980 164 St		5131090027
LT 10 SC SE13 T1 PL61541		16508 20 Ave		5131090040
				5131090040
LT 11 SE SEC 13 T1 PL 29066		16460 20 Ave		5131100021
				5131100021
LT 11 SE SEC 13 T1 PL 61541 (EX EXP PL		1980 165A St		5131100045
				5131100045
LT 12 SC SE13 T1 PL61541		16588 20 Ave		5131110026
				5131110026
LT 13 SC SE13 T1 PL61541		1960 165A St		5131120020
				5131120020
LT 14 SC SE13 T1 PL61541		1940 165A St		5131130025
				5131130025
LT 15 SO SE13 T1 PL61541		1920 165A St		513114002X
				513114002X
LT 16 SC SE13 T1 PL61541		1894 165A St		5131150048

Dec 04, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DCC FrontEnd Agreement

Project File: 7815-0293-00  
DCC FrontEnd/File: 8215-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 17 SE SEC 13 T1 PL 61541	[REDACTED]	1864 165A St		5131150048 5131160042 5131160042
LT 18 SE SEC 13 T1 PL 61541	City of Surrey	1834 165A St		5131170047
LT 31 SE SEC 13 T1 PL 42726	[REDACTED]	1960 164 St		5131300022 5131300022 5131310027 5131310027
LT 32 SE SEC 13 T1 PL 42726	[REDACTED]	1946 164 St		5131310027 5131310027
LT 34 SE SEC 13 T1 PL 42726	[REDACTED]	1870 164 St		5131330026
LT 35 SE SEC 13 T1 PL 42726	[REDACTED]	1852 164 St		5131340020 5131340020
LT 36 SE SEC 13 T1 PL 42726	[REDACTED]	16453 18 Ave		5131350025
LT 37 SE SEC 13 T1 PL 54810	[REDACTED]	16485 18 Ave		513136002X
LT 38 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	16778 20 Ave		5131370024
LT 39 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	16756 20 Ave		5131380029 5131380029
LT 40 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	16732 20 Ave		5131390023 5131390023
LT 41 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	16708 20 Ave		5131400028 5131400028
LT 42 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	16674 20 Ave		5131410022 5131410022
LT 43 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	16648 20 Ave		5131420027 5131420027
LT 46 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1919 167 St		5131450020



Dec 04, 2015

The City of Surrey  
Schedule A  
Lands Within Benefiting Area Affected by DCC FrontEnds Agreement

Project File: 7815-0293-00  
DCC FrontEnds File: 8215-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 48 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1942 167 St		5131450020 513147002X 513147002X
LT 49 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1918 167 St		5131480024
LT 50 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1913 168 St		5131490029 5131490029 5131490029 5131490029
LT 51 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1945 168 St		5131500023 5131500023
LT 55 SC SE13 T1 PL58054	[REDACTED]	16663 19 Ave		5131520022 5131520022
LT 56 SC SE13 T1 PL58054	[REDACTED]	16651 19 Ave		5131525020 5131525020
LT 57 SC SE13 T1 PL58054	1004934 B.C. Ltd	16621 19 Ave		5131530027
LT 60 SE SEC13 T1 PL66460	[REDACTED]	16620 20 Ave		5131543018 5131545018
LT 61 SE SEC13 T1 PL66460	[REDACTED]	16606 20 Ave		5131550014 5131550014
LOT 62 SE SEC 13 T1 PL65269	[REDACTED]	1909 165A St		5131555012
LOT 63 SE SEC 13 T1 65269	[REDACTED]	1891 165A St		5131560019 5131560019 5131560019
PCL A 3 SE SEC 13 T1 EXP 14075	[REDACTED]	16679 16 Ave		5131900086
LT 1 N1/2 SW SEC 13 T1 PL 9399	[REDACTED]	16522 20 Ave		5132000022
PCL BB S1/2 N1/2 N1/2 SW SEC 13 T1	639606 Bc Ltd	1947 164 St		513291004X
LT 3 N1/2 NW SEC 13 T1 PL 5524	[REDACTED]	16172 24 Ave		5133020028

Dec 04, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DCC FrontEnds Agreement

Project File: 7815-0293-00  
DCC FrontEnds File: 8215-0293-00-1

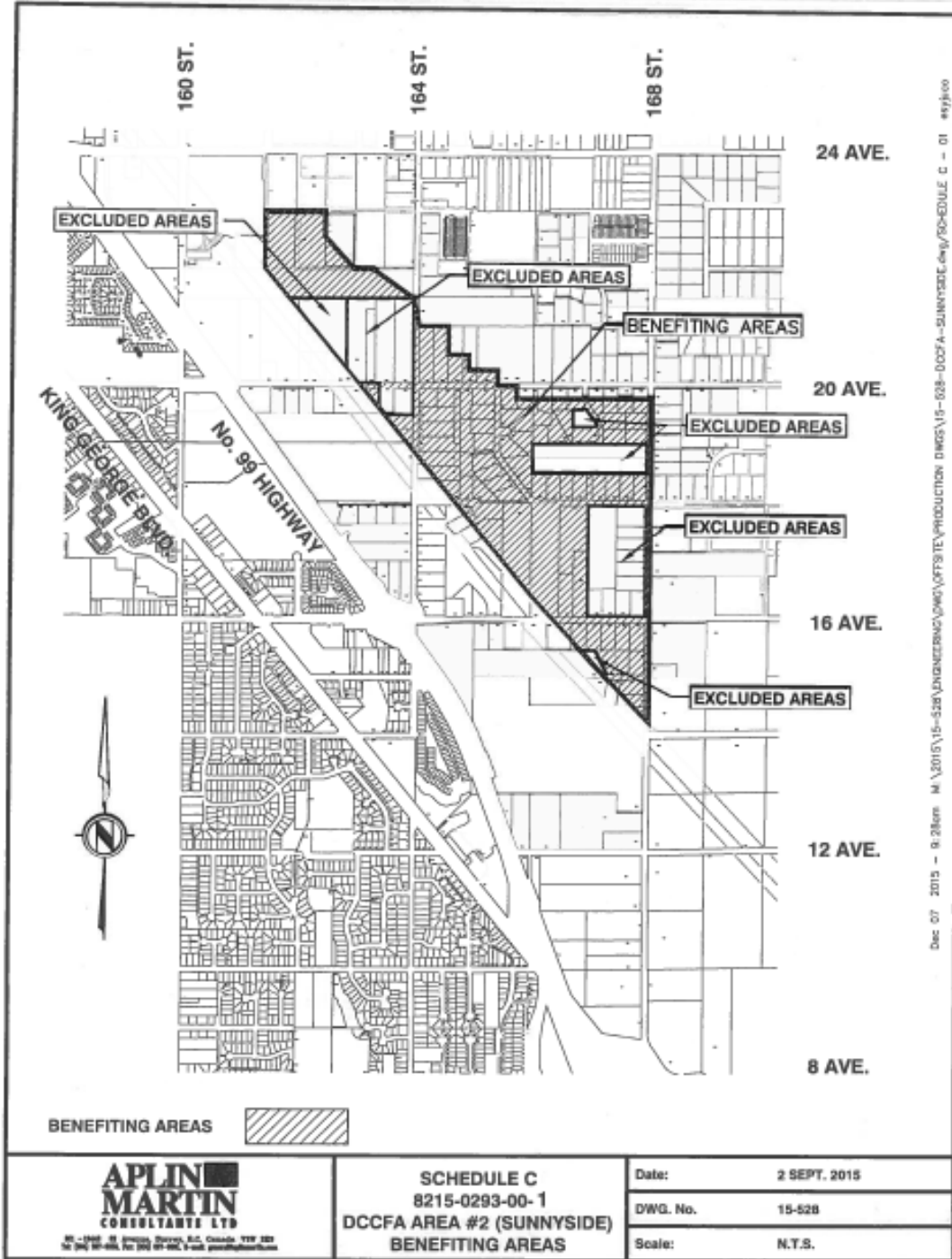
Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number	
LT 6 N1/2 NW SEC 13 T1 PL 5524	[REDACTED]	16330 24 Ave		5133020028 5133050021 5133050021	
N1/2 N1/2 S1/2 NW SEC 13 T1 20AC		2172 160 St		5133971060 5133971060 5133971060 5133971060 5133971060 5133971060	
LT 7 NE SEC 13 T1 PL 6519 (EX 43236)		Double Dot Investment group Ltd	16543 20 Ave		5134060034
LT 39 NE SEC 13 T1 PL 43236		Perfect Chance Investments Ltd	16421 20 Ave		5134380028
LT 40 NE SEC 13 T1 PL 43236		[REDACTED]	16437 20 Ave		5134390022
LT 41 NE SEC 13 T1 PL 43236	20th Avenue Development Group Ltd	16465 20 Ave		5134400027	
LT 42 NE SEC 13 T1 PL 43236	20th Avenue Development Group Ltd	16505 20 Ave		5134410021	
LT A 5 NE SEC 13 T1 PL 11997	Rosemary Developments Ltd	2132 164 St		5134900048	
LT 3 SE SEC 13 T1 PL 5375 ((EX EXP	(none)	16653 16 Ave			
LT 1 SC 1 T2 PLBCP40888	Greater Vancouver Sewerage & Drainage District	5580 164 St		6014000045	
	(none)	15135-15199 18 Ave			
	(none)	8051-8149 168 St			
	(none)	18500-18794 20 Ave			
	(none)	13601-13849 16 Ave			
	(none)	1801-1999 165A St			
	(none)	12701-12799 13 Ave			
EPS1295	(none)	2228 162 St			

**SCHEDULE "B"**

**DESCRIPTION OF SANITARY SEWER WORKS**

Design, construct and inspect a Sanitary Sewer Pump Station (Fergus Creek Pump Station) at 1227 - 168 Street, a sanitary sewer forcemain from 1227 - 168 Street to an existing gravity sanitary sewer located at 24 Avenue and 160 Street complete with all required appurtenances.

SCHEDULE "C"  
BENEFITING AREA MAP



Dec 07 2015 - 9:23am M:\2015\15-528\UNENRINC\DWG\OFFSITE\PRODUCTION DWG\15-528-DCCFA-SUNNYSIDE.dwg/PC-REV002.C - 01 epyjico

Portions of Sunnyside NCP Benefiting Area

**SCHEDULE "D"**  
**PAYMENT SCHEDULE**

**8215-0293-00-1 (Sunnyside NCP Sanitary Sewer DCCFA)**

Total amount of DCCs available \$1,555,439.00 less the first \$440,000.00 **\$1,115,439.00**

Developer's Name	Contribution %	Cash Contribution	Maximum Owing
1 Canadian Horizons (18th Avenue) Development Corporation	45.09%	\$502,951.45	\$502,951.45
2 0779998 BC Ltd.	45.05%	\$502,505.27	\$502,505.27
3 1005714 BC Ltd.	9.86%	\$109,982.28	\$109,982.28
<hr/>			
Total	100.00%	\$1,115,439.00	\$1,115,439.00

**APPENDIX "VI"**

**CITY OF SURREY  
DEVELOPMENT COST CHARGE FRONTENDING AGREEMENT**

Project 8215-0293-00-3 (Sanitary Sewer)

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN:

**CITY OF SURREY**, at 13450 – 104 Avenue,  
City of Surrey, British Columbia, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

**0779998 BC LTD.** of #210, 8399 – 200 Street, in the City of Langley in the Province of  
British Columbia V2Y 3C2

**CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORTATION**  
of #710, 1055 West Georgia Street, in the City of Vancouver, in the Province of British  
Columbia V6E 3R5

**1005714 BC LTD.** of 880 Lougheed Highway, in the City of Port Coquitlam, in the  
Province of British Columbia V3C 0B7

**MAINLAND DEVELOPMENTS (MORGAN) LTD.** of #210, 128899 – 80 Avenue in  
the City of Surrey, in the Province of British Columbia V3W 0E6

**MYTOPIA INC.** of #120, 6068 No. 3 Road, in the City of Richmond, in the Province of  
British Columbia V6Y 4M7

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan are identified in column one entitled "Legal Description" in Schedule "A" and are illustrated in "Benefiting Area Map" in Schedule "C";

- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined as Owners);
- C. **AND WHEREAS** the Works (as hereinafter defined) have been constructed;
- D. **AND WHEREAS** the Developer has undertaken the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to contribute towards the construction of the Works for the development of the Benefiting Area;
- G. **AND WHEREAS** Section 937.1 of the Local Government Act, R.S.B.C. 1996, c.323 and amendments hereto (the "*Act*"), authorized Council to enter into an agreement with the Developer for the provision of the Works by the City; and
- H. **AND WHEREAS** Council adopted the recommendations of Corporate Report No. R237; 2010 that established the land use plan and policies to guide development and provide amenities in the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## **1. DEFINITIONS**

In this Agreement and in the recital above:

"*Act*" means the Local Government Act, R.S.B.C. 1996, c. 323, as revised, reenacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A";

"Capital Cost" means actual costs incurred by the City to construct the Works which costs are shown in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means the date construction of the Works have been completed and the one year maintenance period has commenced as determined by the City;

"Council" means the elected Council of the City;

"Developer" means collectively 0779998 BC LTD., CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION, 1005714 BC LTD., MAINLAND DEVELOPMENTS (MORGAN) LTD., and MYTOPIA INC.;

"Development Cost Charge" or "DCC" means a charge imposed pursuant to the Development Cost Charge By-law;

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 2015, No. 18397, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"General Manager, Engineering" means the General Manager, Engineering for the City;

"Maximum Amount Owing" means the maximum amount payable by the City to the Developer for the funds received pursuant to this Agreement as specified in section 2.3;

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled "Registered Property Owners" in Schedule "A" attached hereto;

"Works" means Sanitary Sewer works and related appurtenances substantially as described in Schedule "B";

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

## 2. **WORKS**

- .1 The City is solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works,
- .2 The parties acknowledge that, as of the date of this Agreement, the final Capital Cost is estimated at Eleven Million, One Hundred Thousand (\$11,100,000.00) in Canadian Dollars.



- .3 The parties acknowledge that the City anticipates recovering up to Nine Hundred Seventy-Nine Thousand, Five Hundred Sixty-One (\$979,561.00) in Canadian Dollars of Sanitary DCCs within the Benefiting Area which is the "Maximum Amount Owed". Monies owed to each Frontender shall be reimbursed back to the Frontender after monies have been collected through a Servicing Agreement or Building Permit as per Surrey Subdivision and Development By-law, 1986, No. 8830, for Benefitting properties listed in Schedule "A".

### 3. PAYMENT FOR WORKS

- .1 The City is responsible for financing a portion of the Works and the construction of the Works as described in Corporate Report No. \_\_\_\_\_, dated \_\_\_\_\_.
- .2 In consideration of the completion of the Works by the City to the satisfaction of the General Manager, Engineering without incurring any additional cost to the Developer, the City agrees to collect Sanitary DCCs from the Owners within the Benefiting Area for each subdivision or building permit in accordance with the Development Cost Charge By-law.
- .3 All parties agree that the City will pay the Sanitary DCCs collected from the Benefiting Area as per Schedule "D" of this Agreement.
- .4 Reimbursement of the Maximum Amount Owing as specified in Section 2.3 within the Benefiting Area shall be paid as follows:
  - (i) the City shall only be obligated to pay to the extent the City actually receives the Sanitary DCC component from Owners; and
  - (ii) the City shall remit the amounts actually received twice each calendar year to the Developer in the proportions as specified in Schedule "D" and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
- .5 The City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.
- .6 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance & Technology shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance & Technology in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for

benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

4. **TERM**

- .1 The term of this Agreement shall commence on the Completion Date and shall expire on in fifteen years from and including the commencement date (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owing without interest.

5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$5,743.50 which includes GST for the preparation, registration and administration of this Agreement. Additional administration costs of \$1,760.00 plus applicable taxes per Developer will be required at the time of the execution of this agreement to pay for increased administration costs associated with multiple Developers.

## 7. NOTICES

- .1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer as follows:

0779998 BC Ltd.  
#210, 8399 - 200 Street  
Langley, BC V2Y 3C2

Canadian Horizons (18<sup>th</sup> Avenue)  
Development Corporation  
#710, 1055 West Georgia Street  
Vancouver, BC V6E 3R5

1005714 BC Ltd.  
880 Lougheed Highway  
Port Coquitlam, BC V3C 0B7

Mainland Developments  
(Morgan) Ltd.  
#210, 12899 - 80 Avenue  
Surrey, BC V3W 0E6

Mytopia Inc.  
#120, 6068 No. 3 Road  
Richmond, BC V6Y 4M7

or such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

City of Surrey  
Engineering Department  
13450 – 104 Avenue  
Surrey, B.C. V3T 1V8

Attention: General Manager, Engineering  
c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

- .2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (a) if delivered, on the date of delivery; or
  - (b) if mailed, then on the fifth (5th) day after the mailing thereof.

## 8. ASSIGNMENT

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

10. **LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

11. **SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- .1 Schedule "A" - Legal Description and Registered Property Owners
- .2 Schedule "B" - Description of Sanitary Sewer Works
- .3 Schedule "C" - Benefiting Area Map
- .4 Schedule "D" - Payment Schedule

12. **CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

**CITY OF SURREY**

by its authorized signatory

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General Manager, Engineering  
by his Authorized Designate, Sam Lau, P.Eng.  
Manager, Land Development

**0779998 BC Ltd.**

as per their duly appointed  
signatory(s):

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**Canadian Horizons (18<sup>th</sup> Avenue) Development Corporation**

as per their duly appointed  
signatory(s):

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**1005714 BC Ltd.**

as per their duly appointed  
signatory(s):

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**Mainland Developments (Morgan) Ltd.**  
as per their duly appointed  
signatory(s):

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**Mytopia Inc.**  
as per their duly appointed  
signatory(s):

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December 04, 2015

City of Surrey  
Schedule "A"  
Legal Description and Registered Owners

Project File: 7815-0293-00  
DCC Frontender File: 8215-0293-00-3

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
NE 1/2 SEC 12 T1 PL56750 LOT: REM 14 PART: NE	Myopia Inc	16725 15 Ave	004-435-826	5124330015
LT 1 1 SE SEC 13 T1 PL 17691	[REDACTED]	1785 168 St	010-315-535 010-315-535	513100004X 513100004X
LT 1 SE SEC 13 T1 PLLMP839 Part SE1/4.	[REDACTED]	16691 16 Ave	017-415-454	5131000130
LT 2 SE SEC 13 T1 PLLMP839 Part SE1/4.	[REDACTED]	16715 16 Ave	017-415-462 017-415-462	513101010X 513101010X
LT 3 SE SEC 13 T1 PLLMP839 Part SE1/4.	[REDACTED]	16733 16 Ave	017-415-471 017-415-471	5131002098 5131002098
LT 16 SE SEC 13 T1 PL 31718	[REDACTED]	1643 168 St	006-668-127 006-668-127 006-668-127	5131150024 5131150024 5131150024
LT 17 SE SEC 13 T1 PL 31718	[REDACTED]	16755 16 Ave	006-668-151	5131160029
LT 18 SE SEC 13 T1 PL 31718	Canadian Horizons (18th Avenue) Land Corp	1671 168 St	000-680-664	5131170023
LT 19 SE SEC 13 T1 PL 31718	Canadian Horizons (18th Avenue) Land Corp	1681 168 St	006-668-208	5131180028
LT 21 SE SEC 13 T1 PL 37039	[REDACTED]	1753 168 St	005-547-326	5131200027
LT 22 SE SEC 13 T1 PL 37039	[REDACTED]	1733 168 St	002-765-322	5131210021
LT 23 SE SEC 13 T1 PL 37039	Canadian Horizons (18th Avenue) Land Corp	1707 168 St	008-373-540	5131220026
LT 47 N1/2 E1/2 SE SEC 13 T1 PL 57371	1031665 Bc Ltd	1949 167 St	005-577-845	5131460025
N166A S1/2 SE SEC 13 T1 REIP 8410	1010215 B C Ltd	1889 168 St	013-193-864	5131900025

December 04, 2015

City of Surrey  
Schedule "A"  
Legal Description and Registered Owners

Project File: 7815-0293-00  
DCC Frontender File: 8215-0293-00-3

Legal Description	Registered Owners	Civic Address	Parcel Identifier	Tax Roll Number
PCL A E1/2 SE SEC 13 T1 REF 8410	1005667 Bc Ltd	1869 168 St	013-193-937	5131900049
LT 31 SW SEC 13 T1 PL 33307	[REDACTED]	16344 20 Ave	006-853-331 006-853-331	5132300029 5132300029
LT 32 SW SEC 13 T1 PL 33307	[REDACTED]	16370 20 Ave	006-853-358	5132310023
LT 1 NW SC 13 T1 PL72380 PART: NW 1/4 PID	Mainland Developments(Morgan Place) Ltd	16203 20 Ave	004-607-007	5133000017
LT 1 S1/2 NW SEC 13 T1 PL 7270	0779998 Bc Ltd	16367 20 Ave	011-106-883	5133000042
LT 2 S1/2 NW SEC 13 T1 PL 7270	0779998 Bc Ltd	16355 20 Ave	011-106-891	5133010047
LT 3 S1/2 NW SEC 13 T1 PL 7270	0779998 Bc Ltd	16321 20 Ave	011-106-905	5133020041
LT 4 S1/2 NW SEC 13 T1 PL 7270(SEE 0513-	0779998 Bc Ltd	16301 20 Ave	011-106-913	5133030046
LT 14 SC NW13 T1 PL61896	Mainland Development Holdings Ltd	16273 20 Ave	000-598-810	5133130028

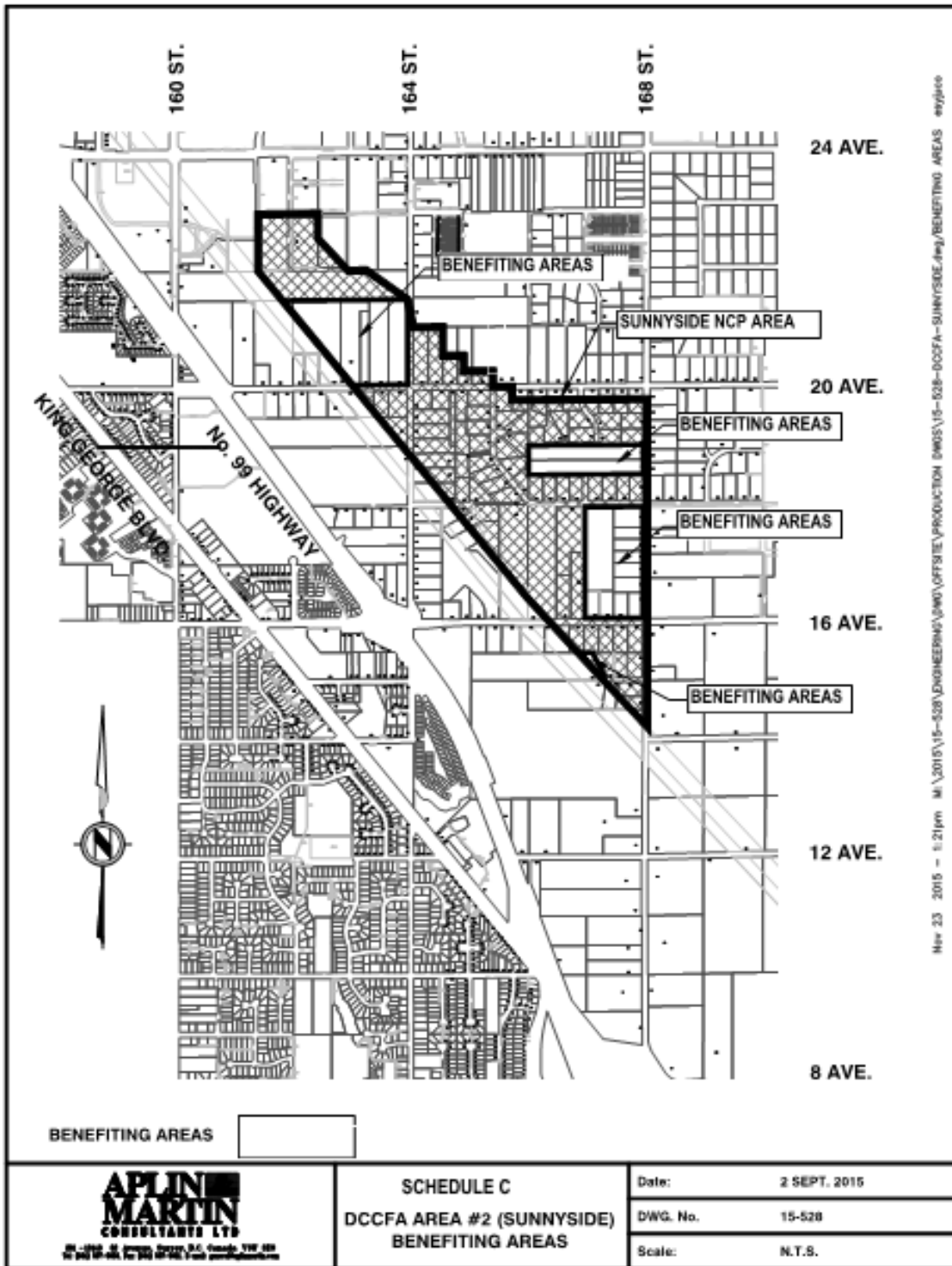


**SCHEDULE "B"**

**DESCRIPTION OF SANITARY SEWER WORKS**

Design, construct and inspect a Sanitary Sewer Pump Station (Fergus Creek Pump Station) at 1227 - 168 Street, a sanitary sewer forcemain from 1227 - 168 Street to an existing gravity sanitary sewer located at 24 Avenue and 160 Street complete with all required appurtenances.

### SCHEDULE "C" BENEFITING AREA MAP



Nov 23 2015 - 1:21pm M:\2015\15-528\ENGINEERING\DWG\OFFSITE\PRODUCTION DWG\15-528-DCCFA-SUNNYSIDE.dwg/BENEFITING AREAS enyjaee

Portions of Sunnyside NCP Benefitting Area

**SCHEDULE "D"**

**Maximum Amount "Owed"**

**8215-0293-00-3 (Sunnyside NCP Sanitary Sewer DCCFA)**

Total amount of DCCs available **\$979,561.00**

	Developer's Name	Contribution %	Cash Contribution	Maximum Owning
1	0779998 BC Ltd.	49.81%	\$487,919.33	\$487,919.33
2	Canadian Horizons (18th Avenue) Development Corporation	27.67%	\$271,044.53	\$271,044.53
3	1005714 BC Ltd.	10.71%	\$104,910.98	\$104,910.98
4	Mainland Developments (Morgan) Ltd.	10.68%	\$104,617.11	\$104,617.11
5	Mytopia Inc.	1.13%	\$11,069.05	\$11,069.05
	Total	100.00%	\$979,561.00	\$979,561.00

## APPENDIX "VII"

### CITY OF SURREY

### BY-LAW NO. 18619

A by-law to enter into a development works agreement to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct works as identified in the development works agreement to service properties within portions of the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and Highway 99 Corridor Local Area Plan; to define the benefiting real property and to establish that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand works by the City or by the developer and the cost of constructing the works shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct works to serve a portion of the Sunnyside Heights (Grandview Heights Area #2) and the Highway 99 Corridor Local Area Plan pursuant to Section 937.1(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient;
- D. AND WHEREAS it is deemed expedient to grant the prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the works.

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

1. This By-law shall be cited for all purposes as "Development Works Agreement – Sunnyside Heights (Grandview Heights Area #2) and the Highway 99 Corridor Local Area Plan By-law, 2016, No. 18619".
2. The City Council is hereby authorized to enter into that certain development works agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").
3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners at a maximum amount owed as specified on Schedule "D" of the Development Works Agreement.

PASSED FIRST READING on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PASSED SECOND READING on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PASSED THIRD READING on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PASSED THREE READINGS on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## SCHEDULE "1"

### CITY OF SURREY DEVELOPMENT WORKS AGREEMENT

Project 8515-0293-00-1 (Sanitary Sewer)

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN:

**CITY OF SURREY**, a municipal corporation under the *Local Government Act* of the Province of British Columbia and having its offices at 13450 – 104<sup>th</sup> Avenue, City of Surrey, Province of British Columbia, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

**0779998 BC LTD.** of #210, 8399 – 200 Street, in the City of Langley in the Province of British Columbia V2Y 3C2

**CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION** of #710, 1055 West Georgia Street, in the City of Vancouver, in the Province of British Columbia V6E 3R5

**SOUTH SURREY BUSINESS CENTRE INC.** of #407, 2626 Croydon Drive, in the City of Surrey, in the Province of British Columbia, V3Z 0S8

**1005714 BC LTD.** of 880 Lougheed Highway, in the City of Port Coquitlam, in the Province of British Columbia V3C 0B7

**PCI DEVELOPMENTS CORPORATION** of #1700, 1030 West Georgia Street, in the City of Vancouver, in the Province of British Columbia V6E 2Y3

(collectively the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and the Highway 99 Corridor Local Area Plan are identified in column one entitled "Legal Description" in Schedule "A" and are illustrated in "Benefiting Area Map" in Schedule "C";

- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column two entitled "Registered Property Owners" (as hereinafter defined as Owners);
- C. **AND WHEREAS** the Works are contained within the City's 10 Year Engineering Servicing Plan;
- D. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to contribute towards the construction of the Works for the development of the Benefiting Area;
- E. **AND WHEREAS** Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323 and amendments thereto (the "*Act*") authorized Council to enter into an agreement with a Developer for the provision of the Works to be constructed by the City; and
- F. **AND WHEREAS** Council introduced the Development Works Agreement (Sanitary) for the Sunnyside Heights (Grandview Heights Area #2) Neighbourhood Concept Plan and Highway 99 Corridor Local Area Plan Bylaw, 2016, No.18619 ; authorizing the parties to enter into this agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Works constructed by the City.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. **DEFINITIONS**

In this Agreement and in the recital above:

"*Act*" means the *Local Government Act*, R.S.B.C. 1996, c. 323, as revised, re-enacted or consolidated from time to time and any successor statute.

"Agreement" means this Agreement and all Schedules attached hereto.

"Benefiting Area" means the real property described in column two entitled "Legal Description" in Schedule "A."

"Capital Cost" means actual costs to construct the Works which are shown in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means the date the Works has been completed and commenced a one maintenance period;

"Council" means the elected Council of the City.

"Developer" means collectively 0779998 BC LTD., CANADIAN HORIZONS (18<sup>TH</sup> AVENUE) DEVELOPMENT CORPORATION, SOUTH SURREY BUSINESS CENTRE INC., 1005714 BC LTD. and PCI DEVELOPMENTS CORPORATION;

"Development Cost Charge" means a charge imposed pursuant to the Development Cost Charge By-law.

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, 2015, No. 18397, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"Development Works By-Law" means the bylaw specified in Recital H;

"General Manager" means the General Manager, Engineering for the City;

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled "Registered Property Owner" in Schedule "A" attached hereto;

"Works" means Sanitary Sewer works and related appurtenances as described in Schedule "B."

"Specified Charge" means a debt payable to the City in the maximum amount of Fifteen Thousand, Nine Hundred Fifty-Four, decimal Seventy-Five (\$15,954.75) Canadian Dollars for each hectare of land or portion thereof to be developed as approved by the City, including, but not limited to the Development Works Bylaw.

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time.

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

## 2. **WORKS**

- .1 The City shall be solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works.
- .2 The parties acknowledge that, as of the date of this Agreement, the Capital Cost is estimated at Eleven Million, One Hundred Thousand (\$11,100,000.00) in Canadian Dollars, including applicable taxes.



- .3 The City agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.
- .4 The City is responsible for financing of a portion of the Works and construction of the Works as identified in Corporate Report No.R018, 2015.

3. **PAYMENT FOR WORKS**

- .1 Each of the Owners shall pay the Specified Charge to the City on or before the date when the Development Cost Charges pursuant to the Development Cost Charge By-law are payable.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager, Engineering agrees in writing that a portion the land is not able to be developed due to agricultural land designation, topographic reasons or environmental sensitivity.
- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 All parties agree that the City shall distribute the Specified Charge collected within the Benefiting Area pay to the Developer as per Schedule D and 3.7 of this of this Agreement.
- .5 Until the Specified Charge is paid, Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:
  - (i) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning by-law necessary for the development of real property of the Owners within the Benefiting Area; or
  - (ii) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .6 In consideration of the completion of the Works by the City, to the satisfaction of the General Manager, the City agrees to collect from the Owners within the Benefiting Area for the cost of construction thereof, the Specified Charge.
- .7 The City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement for the sums collected from the Owners of the Benefiting Area at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After

the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.

- .8 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City, in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

#### 4. **TERM**

- .1 The term of this Agreement shall commence on the Completion Date and shall expire on in fifteen years from and including the commencement date (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners of the Benefiting Area within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owing and interest (if any) as specified herein.

#### 5. **INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

#### 6. **CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$5,743.50 which includes GST. The City acknowledges the receipt of payment by Receipt No. 607323 paid to the City on August 31, 2015 for the preparation, registration and administration of this Agreement. Additional administration costs of \$1,760.00 plus applicable taxes per Developer will be required at the time of the execution of this agreement to pay for increased administration costs associated with multiple Developers.

## 7. NOTICES

- .1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer as follows:

Canadian Horizons (18<sup>th</sup> Avenue)  
Development Corporation  
#710, 1055 West Georgia Street  
Vancouver, BC V6 3R5

0779998 BC Ltd.  
#210, 8399 - 200 Street  
Langley, BC V2Y 3C2

South Surrey Business Centre  
Inc.  
#407, 2626 Croydon Drive  
Surrey, BC V3Z 0S8

1005714 BC Ltd.  
880 Lougheed Highway  
Port Coquitlam, BC V3C 0B7

PCI Developments Corporation  
#1700, 1030 West Georgia Street  
Vancouver, BC V6E 2Y3

of such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

CITY OF SURREY  
Engineering Department  
13450 – 104 Avenue  
Surrey, B.C. V3T 1V8

Attention: General Manager, Engineering  
c.c. City Solicitor

or such change of address as the City has, by written notification, forwarded to the Developer.

.2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:

- (i) if delivered, on the date of delivery; or
- (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

8. **ASSIGNMENT**

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

10. **LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

11. **SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" - Owners and Benefiting Area
- (b) Schedule "B" - Works
- (c) Schedule "C" - Benefiting Map
- (d) Schedule "D" - Payment Schedule

12. **CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written.

**CITY OF SURREY**  
by its authorized signatories

---

Mayor

---

City Clerk

**Canadian Horizons (18<sup>th</sup> Avenue)  
Development Corporation**  
as per their duly appointed  
signatory(s):

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**1005714 BC Ltd.**  
as per their duly appointed  
signatory(s):

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**0779998 BC Ltd.**  
as per their duly appointed  
signatory(s):

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**PCI Developments Corporation**  
as per their duly appointed  
signatory(s):

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**South Surrey Business Centre Inc.**  
as per their duly appointed  
signatory(s):

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Dec 10, 2015

The City of Surrey  
 Schedule A  
 Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
 DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 3 SE SEC 12 T1 PL 7213 (S 165.8')	[REDACTED]	1005 168 St	.9635	5121020089 5121020089
S1/2 3 N1/2 E1/2 SE SEC 12 T1 PL 7213 (EX)	[REDACTED]	1045 168 St	.9645	5121020107 5121020107
N1/2 3 N1/2 E1/2 SE SEC 12 T1 PL 7213	0854559 Bc Ltd	1083 168 St	1.9282	5121020120
N331.74 N1/2 E1/2 SE SEC 12 T1 PL 7213	0854559 Bc Ltd	1068 No 99 Hwy	1.4138	512103006X
LT 4 N1/2 E1/2 SE SEC 12 T1 PL 7213 (E)	Crown Provincial	1022 No 99 Hwy	1.0312	5121030083
	Baywest Property Management Services Ltd			5121030083 5121030083
LT 13 SE SEC 12 T1 PL 26780	0854559 Bc Ltd	1109 168 St	2.9163	5121120023
LT 14 SE SEC 12 T1 PL 26780	0854559 Bc Ltd	1177 168 St	2.7449	5121130028
LT A 1&2 SE SEC 12 T1 PL 12449(EX 25810)	0933554 Bc Ltd	941 168 St	2.3917	5121900065
LT B 1&2 SE SEC 12 T1 PL 12449 (PL 25810)	[REDACTED]	919 168 St	1.7693	512191006X
FF LT 6 SE SW SEC 12 T1 PL 25810	Crown Provincial	16584 12 Ave	0	5121950056
PCL GG 1 SE SEC 12 T1 PL 25810	[REDACTED]	16620 12 Ave	.387	512195105X
PCL HH A SE SEC 12 T1 PL 25810	Crown Provincial	942 No 99 Hwy	.7171	5121952053
	Baywest Property Management Services Ltd			5121952053 5121952053
LT 1 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	16770 15 Ave	.4048	5124000016
LT 2 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	1461 168 St	.4047	5124010010
LT 3 NE SEC 12 T1 PL 30260	[REDACTED]	16589 12 Ave	.2025	5124020027
LT 4 NE SC 12 T1 PL72109 PART: NE1/4 PID	[REDACTED]	16737 15 Ave	.4056	512403001X 512403001X
LT 4 NE SEC 12 T1 PL 43880	South Surrey Businesscentre Inc	16510 16 Ave	.4865	5124030021
LT 5 NE SEC 12 T1 PL 43880	Mytopia Inc	16530 16 Ave	.4863	5124040026
LT 6 NE SEC 12 T1 PL 43880	[REDACTED]	16580 16 Ave	.4183	5124050020

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Nov 02, 2015

The City of Surrey  
 Schedule A  
 Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
 DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 7 NE SEC 12 T1 PL 46910	Mytopia Inc	16616 16Ave	.1412	512400025
LT 8 NE SEC 12 T1 PL 46910	[REDACTED]	16662 16Ave	.7915	512407002X
LT 9 NE SEC 12 T1 PL 46910	Dha Homes Inc	16692 16Ave	.4895	5124080024
LT 10 NE SEC 12 T1 PL 46910	[REDACTED]	16712 16Ave	.4694	5124090029
LT 11 NE SEC 12 T1 PL 46910	[REDACTED]	16736 16Ave	.4694	5124100023
LT 12 NE SEC 12 T1 PL 46910	[REDACTED]	16766 16Ave	.4694	5124110028
LT 13 NE SEC 12 T1 PL 46910	[REDACTED]	16790 16Ave	.4692	5124120022
NE SC 12 T1 PL56750 LOT: REM 14 PART: NE	Mytopia Inc	16725 15Ave	1.6145	5124130015
LT 18 NE SC 12 T1 PL67817 PART NE PID 0	South Surrey Businesscentre Inc	16450 16Ave	2.2551	5124170013
LT A NE SC 12 T1 PL73905 PART:PID 006544	[REDACTED]	16759 15Ave	.4058	5124900015
				5124900015
				5124900015
				5124900015
LT B NE SC 12 T1 PL73905 PART:PID 006544	[REDACTED]	1543 168 St	.4534	512491001X
				512491001X
LT B NE SEC 12 T1 PL 15235 4.91AC	[REDACTED]	16631 12Ave	.6996	5124910021
PCL EE A NE SEC 12 T1 PL 25810	Crown Provincial	1270 No 49 Hwy		5124940050
PCL I W1/2 W1/2 SE SEC 13 T1 EXP 13047	[REDACTED]	16468 20Ave	.3837	5131000026
				5131000026
				5131000026
LT 1 1 SE SEC 13 T1 PL 17691	[REDACTED]	1785 168 St	.7127	513100004X
				513100004X
LT 3 SC SE13 T1 PL61916	[REDACTED]	16488 20Ave	.4299	5131000087
				5131000087
LT 1 SE SC 13 T1 PL69053 PART SE PID 00	0752875 Bc Ltd	16505 16Ave	.3719	5131000105

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The City of Surrey  
 Schedule A  
 Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
 DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number	
LT 1 SE SC 13 T1 PL78490 PART SE1/4 PID	[REDACTED]	16615 18 Ave	.4371	5131000117	
LT 1 SE SC 13 T1 PLLMP291 Part SE1/4.		16653 16 Ave	.7236	5131000129	
LT 1 SE SC 13 T1 PLLMP839 Part SE1/4.		16691 16 Ave	2.8213	5131000130	
LT 1 SE SC 13 T1 PLLMP4240 Part SE1/4.		16510 18 Ave	.9879	5131000142	
LT 2 SC SE1 3 T1 PL61541		16515 18 Ave	.4207	5131010044	
				5131010044	
LT 2 SC SE1 3 T1 PL62179		1915 165A St	.4044	5131010068	
				5131010068	
LT 2 SE SC 13 T1 PL69053 PART SE PID 00		16487 16 Ave	.4255	513101007X	
				513101007X	
LT 2 SE SC 13 T1 PL78490 PART SE1/4 PID	16641 18 Ave	.4094	5131010081		
			5131010081		
LT 2 SE SC 13 T1 PLLMP291 Part SE1/4.	16688 18 Ave	1.9185	5131010093		
LT 2 SE SC 13 T1 PLLMP839 Part SE1/4.	16715 16 Ave	.4609	513101010X		
			513101010X		
LT 2 SE SC 13 T1 PLLMP4240 Part SE1/4.	Killarney Estates Ltd	16541 16 Ave	4.6149	5131010111	
LT 3 SC SE13 T1 PL61541	[REDACTED]	1821 165A St	.4115	5131020049	
				5131020049	
LT 3 SC SE13 T1 PL62179		1881 165A St	.4047	5131020062	
LT 3 SE SC 13 T1 PL69053 PART SE PID 00		16470 18 Ave	.4046	5131020074	
				5131020074	
LT 3 SE SC 13 T1 PL78490 PART SE1/4 PID		16655 18 Ave	.4186	5131020086	
LT 3 SE SC 13 T1 PLLMP839 Part SE1/4.		16733 16 Ave	.4609	5131020098	
				5131020098	
LT 4 SE SBC 13 T1 PL 5375		1011336 Bc Ltd	16607 16 Ave	3.8675	513103002X
LT 4 SC SE13 T1 PL61541		[REDACTED]	1841 165A St	.4123	5131030043



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The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 4 SE SC 13 T1 PL78490 PART: SE1/4 PID	[REDACTED]	16687 18 Ave	.4095	5131030043
LT 5 SE SEC 13 T1 PL 5375 9.56AC		16558 18 Ave	3.8658	5131030067
				5131040024
				5131040024
				5131040024
				5131040024
				5131040024
				5131040024
LT 5 SC SE13 T1 PL61541		1861 165A St Unit N	.412	5131040048
LT 5 SE SC 13 T1 PL78490 PART: SE1/4 PID		16711 18 Ave	.4405	513104005X
				513104005X
LT 6 SE SC 13 T1 PL78490 PART: SE1/4 PID	Xin Xing Enterprises Ltd	16739 18 Ave	.4405	5131050017
LT 7 SE SC 13 T1 PL78490 PART: SE1/4 PID	[REDACTED]	16763 18 Ave	.4097	5131060011
				5131060011
LT 8 SC SE13 T1 PL61541		1935 165A St	.4047	5131070028
				5131070028
				5131070028
LT 8 SE SC 13 T1 PL78490 PART: SE1/4 PID		1837 168 St	.413	513107003X
				513107003X
LT 9 SC SE13 T1 PL61541		1955 165A St	.4046	5131080046
				5131080046
LT 10 SE SEC 13 T1 PL 29066		1980 164 St	.404	5131090027
LT 10 SC SE13 T1 PL61541		16508 20 Ave	.4045	5131090040
				5131090040
LT 11 SE SEC 13 T1 PL 29066		16460 20 Ave	.404	5131100021
				5131100021

Nov 02, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DWA Agreement


Project File: 7815-0293-00  
DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 11 SE SEC 13 T1 PL 61541 (EX EXP PL)		1980 165A St	.4081	5131100045 5131100045
LT 12 SE SEC 13 T1 PL 61541		16588 20 Ave	.4016	5131110026 5131110026
LT 13 SE SEC 13 T1 PL 61541		1960 165A St	.4052	5131120020 5131120020
LT 14 SE SEC 13 T1 PL 61541		1940 165A St	.4044	5131130025 5131130025
LT 15 SE SEC 13 T1 PL 61541		1920 165A St	.4371	513114002X 513114002X
LT 16 SE SEC 13 T1 PL 31718		1643 168 St	.4421	5131150024 5131150024
LT 16 SE SEC 13 T1 PL 61541		1894 165A St	.4604	5131150048 5131150048
LT 17 SE SEC 13 T1 PL 31718		16755 16 Ave	.4429	5131160029
LT 17 SE SEC 13 T1 PL 61541		1864 165A St	.4486	5131160042 5131160042
LT 18 SE SEC 13 T1 PL 31718	Canadian Horizons (18th Avenue) Land Corp	1671 168 St	.5229	5131170023
LT 19 SE SEC 13 T1 PL 31718	Canadian Horizons (18th Avenue) Land Corp	1681 168 St	.5037	5131180028
LT 20 SE SEC 13 T1 PL 31887		1626 164 St	.4017	5131190022 5131190022
LT 21 SE SEC 13 T1 PL 37039		1753 168 St	.4042	5131200027
LT 22 SE SEC 13 T1 PL 37039		1735 168 St	.4042	5131210021
LT 23 SE SEC 13 T1 PL 37039	Canadian Horizons (18th Avenue) Land Corp	1707 168 St	.4043	5131220026
LT 24 SE SEC 13 T1 PL 38148		1770 164 St	.4607	5131230020

Nov 02, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 25 SE SEC 13 T1 PL 38148		1760 164 St	.4606	5131240025 5131240025
LT 26 SE SEC 13 T1 PL 38148		1740 164 St	.4604	513125002X
LT 27 SE SEC 13 T1 PL 38148		1720 164 St	.4604	5131260024 5131260024
LT 28 SE SEC 13 T1 PL 38148		1690 164 St	.4603	5131270029 5131270029
LT 29 SE SEC 13 T1 PL 38148		1660 164 St	.4602	5131280023
LT 30 SE SEC 12 T1 PL 38148		1642 164 St	.4511	5131290028 5131290028
LT 31 SE SEC 13 T1 PL 42726		1960 164 St	.6237	5131300022 5131300022
LT 32 SE SEC 13 T1 PL 42726		1946 164 St	.6237	5131310027 5131310027 5131310027
LT 33 SE SEC 13 T1 PL 42726		1906 164 St	.6726	5131320021 5131320021
LT 34 SE SEC 13 T1 PL 42726		1870 164 St	.7248	5131330026
LT 35 SE SEC 13 T1 PL 42726		1852 164 St	.7245	5131340020 5131340020
LT 36 SE SEC 13 T1 PL 42726		16453 18 Ave	.9672	5131350025
LT 37 SE SEC 13 T1 PL 54810		16485 18 Ave	.4039	513136002X
LT 38 N1/2 E1/2 SE SEC 13 T1 PL 57371		16778 20 Ave	.4222	5131370024
LT 39 N1/2 E1/2 SE SEC 13 T1 PL 57371		16756 20 Ave	.4221	5131380029 5131380029
LT 40 N1/2 E1/2 SE SEC 13 T1 PL 57371		16732 20 Ave	.4221	5131390023

Nov 02, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 41 N1/2 E1/2 SE SBC 13 T1 PL 57371	[REDACTED]	16708 20 Ave	4117	5131390023 5131400028 5131400028
LT 42 N1/2 E1/2 SE SBC 13 T1 PL 57371	[REDACTED]	16674 20 Ave	4104	5131410022 5131410022
LT 43 N1/2 E1/2 SE SBC 13 T1 PL 57371	[REDACTED]	16648 20 Ave	4052	5131420027 5131420027
LT 46 N1/2 E1/2 SE SBC 13 T1 PL 57371	[REDACTED]	1919 167 St	4378	5131450020 5131450020
LT 47 N1/2 E1/2 SE SEC 13 T1 PL 57371	1031665 Bc Ltd	1949 167 St	4045	5131460025
LT 48 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1942 167 St	4638	513147002X 513147002X
LT 49 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1918 167 St	4058	5131480024
LT 50 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1913 168 St	4046	5131490029 5131490029 5131490029 5131490029
LT 51 N1/2 E1/2 SE SEC 13 T1 PL 57371	[REDACTED]	1945 168 St	4097	5131500023 5131500023
LT 55 SC SE13 T1 PL58054	[REDACTED]	16663 19 Ave	4254	5131520022 5131520022
LT 56 SC SE13 T1 PL58054	[REDACTED]	16651 19 Ave	4214	5131525020 5131525020
LT 57 SC SE13 T1 PL58054	1004934 B C Ltd	16621 19 Ave	4046	5131530027
LT 60 SE SEC13 T1 PL66460	[REDACTED]	16620 20 Ave	4045	5131545018 5131545018

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The City of Surrey  
 Schedule A  
 Lands Within Benefitting Area Affected by DWA Agreement

Project File: 7815-0293-00  
 DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 61 SE SEC 13 T1 PL 66460	[REDACTED]	16606 20 Ave	.4052	5131550014 5131550014
LOT 62 SE SEC 13 T1 PL 65269	[REDACTED]	1909 165A St	.5349	5131550012
LOT 63 SE SEC 13 T1 65269	[REDACTED]	1901 165A St	.4144	5131560019 5131560019
N 166A S1/2 SE SEC 13 T1 REF 8410	1010215 B C Ltd	1889 168 St	1.9969	5131900025
PCLA E1/2 SE SEC 13 T1 REF 8410	1005667 Bc Ltd	1869 168 St	2.0014	5131900049
PCLA 7 SE SEC 13 T1 EXP 10023	16 A1 99 Holdings Corp	16467 16 Ave	.4044	5131900062
PCLA 3 SE SEC 13 T1 EXP 14073	[REDACTED]	16679 16 Ave	1.1202	5131900086
LT 1 N1/2 SW SEC 13 T1 PL 9399	[REDACTED]	16322 20 Ave	.8099	5132000022
LT 1 S1/2 E1/2 S1/2 SW SEC 13 T1 PL 9931	639606 Bc Ltd	16365 No 99 Hwy	.4281	513200006X
LT 2 S1/2 E1/2 S1/2 SW SEC 13 T1 PL 9931	639606 Bc Ltd	16347 No 99 Hwy	.2332	5132010040
LT 29 SW SEC 13 T1 PL 30343	639606 Bc Ltd	1745 164 St	.5078	513228002X
LT 30 SW SEC 13 T1 PL 30343	639606 Bc Ltd	1715 164 St	1.1992	5132290024
LT 31 SW SEC 13 T1 PL 33307	[REDACTED]	16344 20 Ave	.4567	5132300029 5132300029
LT 32 SW SEC 13 T1 PL 33307	[REDACTED]	16370 20 Ave	.3997	5132310023
LT 33 SW SEC 13 T1 PL 34601	[REDACTED]	16114 20 Ave	.7876	5132320028 5132320028
LT 38 SW SEC 13 T1 PL 41276	[REDACTED]	16172 20 Ave	.456	5132370020 5132370020
LT 39 SW SEC 13 T1 PL 41276	[REDACTED]	16184 20 Ave	.4561	5132380025
LT 40 SW SEC 13 T1 PL 41276	[REDACTED]	16216 20 Ave	.4561	513239002X 513239002X
LT 44 SW SEC 13 T1 PL 55337	Croydon Properties Ltd	16248 20 Ave	.5932	5132430028
LT 45 SW SEC 13 T1 PL 55337	Croydon Properties Ltd	16272 20 Ave	.6523	5132440022

Nov 02, 2015

The City of Surrey  
 Schedule A  
 Lands Within Re-zoning Area Affected by DWA Agreement

Project File: 7815-0293-00  
 DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
LT 49 SC SW 13 T1 PL63160	[REDACTED]	16384 18 Ave	.4044	5132480020
LT 50 SC SW 13 T1 PL63160	[REDACTED]	16354 18 Ave	.4044	5132490025
LT 51 SC SW 13 T1 PL63160	[REDACTED]	16324 18 Ave	.4044	513250002X
				513250002X
LT 51 SC SW 13 T1 PL63160	[REDACTED]	16294 18 Ave	.4191	513250502H
				513250502H
LT 51 SC SW 13 T1 PL63160	[REDACTED]	16264 18 Ave	.4052	5132510024
PCLBB S1/2 N1/2 N1/2 SW SEC 13 T1	639606 Bc Ltd	1947 164 St	3.7447	513291004X
PCLCC S1/2 E1/2 S1/2 SW SEC 13 T1	639606 Bc Ltd	16333 No 99 Hwy	.045	5132920044
E15-2 S1/2 E1/2 S1/2 SW SEC 13 T1	639606 Bc Ltd	16389 No 99 Hwy	.4559	5132971027
LT 1 NW SEC 13 T1 PL72380 PART: NW1/4 PID	Mainland Developments(Morgan Place) Ltd	16203 20 Ave	3.5235	5133000017
LT 1 S1/2 NW SEC 13 T1 PL 7270	0779998 Bc Ltd	16367 20 Ave	1.9198	5133000042
LT 2 NW SEC 13 T1 PL72380 PART: NW1/4 PID	Mainland Developments(Morgan Place) Ltd	16197 20 Ave	.4066	5133010011
LT 2 S1/2 NW SEC 13 T1 PL 7270	0779998 Bc Ltd	16355 20 Ave	1.9193	5133010047
LT 2 W1/2 S3/4 S1/2 NW SEC 13 T1 PL 1126	Mainland Developments(Morgan Place) Ltd	2112 160 St	3.1604	5133010060
LT 2 N1/2 NW SEC 13 T1 PL 5524	[REDACTED]	16172 24 Ave	3.1412	5133020028
				5133020028
LT 2 S1/2 NW SEC 13 T1 PL 7270	0779998 Bc Ltd	16321 20 Ave	.8085	5133020041
LT 4 S1/2 NW SEC 13 T1 PL 7270(SEE 0513-	0779998 Bc Ltd	16301 20 Ave	2.083	5133030046
LT 13 SC NW 13 T1 PL61696	Mainland Developments(Morgan Place) Ltd	16211 20 Ave	.4046	5133120023
LT 14 SC NW 13 T1 PL61696	1003579 Bc Ltd	16273 20 Ave	3.8432	5133130028
PCLA 2 W1/2 S3/4 S1/2 NW SEC 13 T1	Mainland Developments(Morgan Place) Ltd	16113 20 Ave	2.12	5133900041
LT 4 NW SEC 13 T1 PL 22548	Mainland Developments(Morgan Place) Ltd	16219 20 Ave	.5393	5133900055
NJ/2 N1/2 S1/2 NW SEC 13 T1 20AC	[REDACTED]	2172 160 St	7.6498	5133971060
				5133971060
				5133971060

Nov 02, 2015

The City of Surrey  
Schedule A  
Lands Within Benefitting Area Affected by DWA Agreement

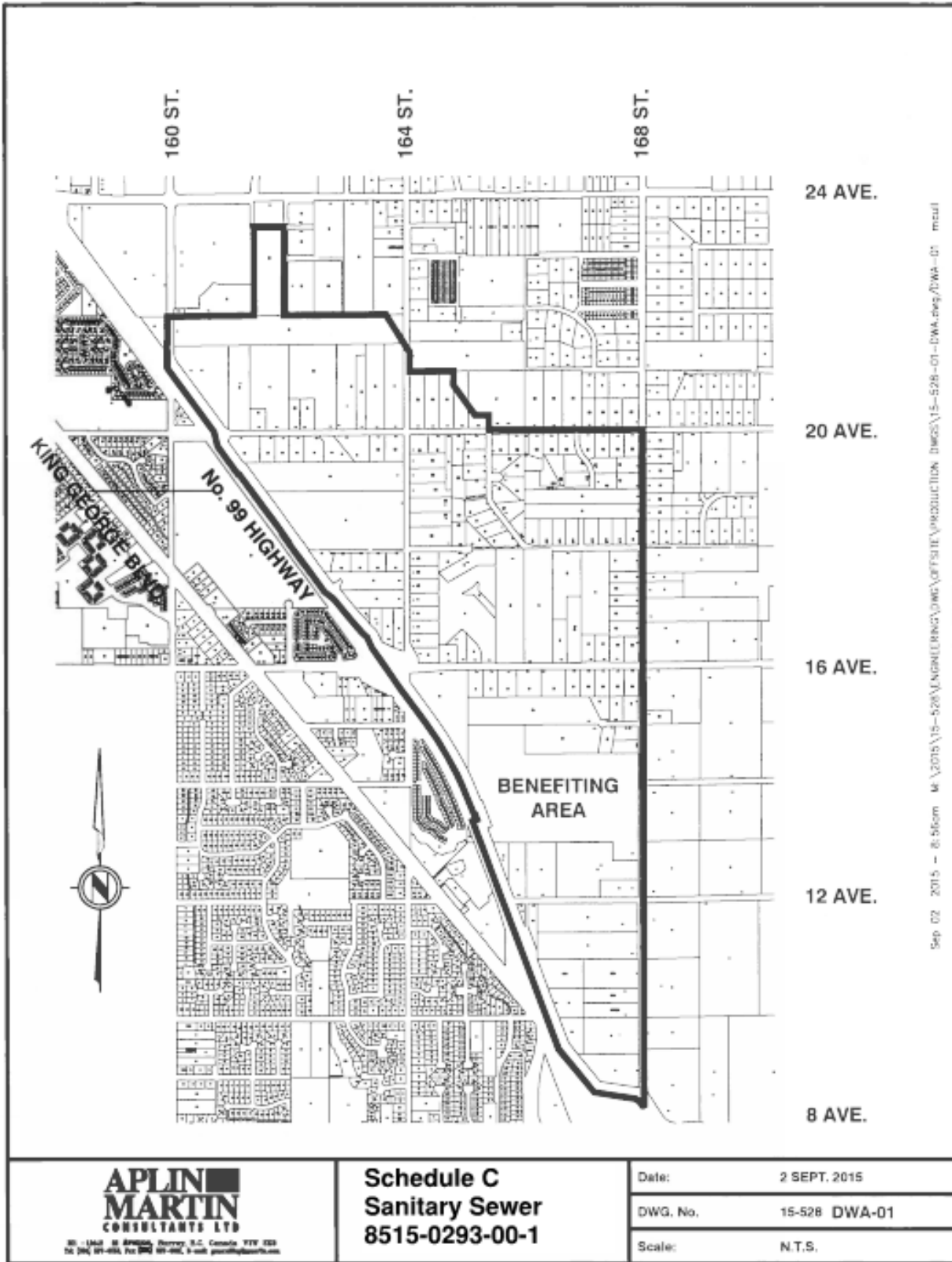
Project File: 7815-0293-00  
DWA File: 8515-0293-00-1

Legal Description	Registered Property Owners	Civic Address	Area	Tax Roll Number
				5133971060
				5133971060
				5133971060
				5133971060
LT 7 NE SEC 13 T1 PL 6519 (BX 43236)	Double Dot Investmentgroup Ltd	16543 20 Ave	.3614	5134060034
LT 39 NE SEC 13 T1 PL 43236	Perfect Chance Investments Ltd	16421 20 Ave	.9901	5134380028
LT 40 NE SEC 13 T1 PL 43236		16437 20 Ave	.9902	5134390022
LT 41 NE SEC 13 T1 PL 43236	20th Avenue Development Group Ltd	16465 20 Ave	.9905	5134400027
LT 42 NE SEC 13 T1 PL 43236	20th Avenue Development Group Ltd	16505 20 Ave	.5748	5134410021
S1/2 N1/2 SW SEC 13 T1 (DEX PT W)	(none)	1891 164 St	6.2428	

**SCHEDULE "B"**

Design, construct and inspect a Sanitary Sewer Pump Station (Fergus Creek Pump Station) at 1227 - 168 Street, a sanitary sewer forcemain from 1227 - 168 Street to an existing gravity sanitary sewer located at 24 Avenue and 160 Street complete with all required appurtenances.





Sep 02 2015 8:56am M:\2015\15-528\ENGINEERING\DWG\FINAL\PRODUCTION DWG\15-528-01-DWA-dwg/DWA-01.mxd

**APLIN  
MARTIN**  
CONSULTANTS LTD  
10 - 1542 St. Lawrence, St. John's, N.S. Canada A1B 2X9  
Tel: (709) 571-4555, Fax: (709) 571-4552, E-mail: pmartin@aplinmartin.com

**Schedule C  
Sanitary Sewer  
8515-0293-00-1**

Date:	2 SEPT. 2015
DWG. No.	15-528 DWA-01
Scale:	N.T.S.

## Schedule D

### Payment Schedule

8515-0293-00-1 (Highway 99 Local Area Plan Sanitary Sewer DWA )				
Total amount of Sanitary DWA is \$15,954.75 per Hectre (142.65 Ha)				<b>\$2,275,945.09</b>
	Developer Name	%	Estimated DWA Return	Up To Maximum Amount
<b>1</b>	Canadian Horizons Inc. #710-1055 West Georgia Street, Vancouver, BC V6 3R5	31.65%	\$720,336.62	\$720,336.62
<b>2</b>	0779998 BC Ltd. #210, 8399 – 200 Street, Langley, BC V2Y 3C2	31.63%	\$719,881.43	\$719,881.43
<b>3</b>	South Surrey Business Centre Inc. #407-2626 Croydon Drive, Surrey, BC V3Z 0S8	31.63%	\$719,881.43	\$719,881.43
<b>4</b>	1005714 BC Ltd. 880 Lougheed Hwy, Port Coquitlam, BC V3C 0B7	2.96%	\$67,367.97	\$67,367.97
<b>5</b>	PCI Developments Corp. 1700-1030 West Georgia Street, Vancouver, BC V6E 2Y3	2.13%	\$48,477.63	\$48,477.63
	<b>Total</b>	<b>100.00%</b>	<b>\$2,275,945.09</b>	<b>\$2,275,945.09</b>



**Certificate of Sufficiency**  
a formal petition for Development Works Agreement

Pursuant to Section 212 of the *Community Charter, SBC 2003, C26*;  
I, Jane Sullivan, the City Clerk for the City of Surrey, British Columbia certify that a formal petition for undertaking the following work as a Development Works Agreement has been received is determined to be sufficient.

General Description of the Work:

**Development Works Agreement**  
**Project 8515-0293-00-1/7815-0293-00**  
**Fergus Sanitary Sewer Pump Station**  
**1277 168 Street and forcemain**  
**23 Avenue and 162 Street**

The following table contain the details regarding this Petition:

Number of Properties & Assessment within Petition Area	157 \$273,251,963.00	100.00%
Petitions Received <b>Passed</b> (Percentage of responses)	85	54.14%
Petitions Received <b>Passed</b> (assessed Value)	\$158,424,783.00	57.98%

The Council may, by bylaw, undertake the work described above.

  
Jane Sullivan  
City Clerk

Date: Oct 29, 2015



FILE COPY

## Certificate of Sufficiency

### Local Area Service on Council Initiative Subject to Petition Against

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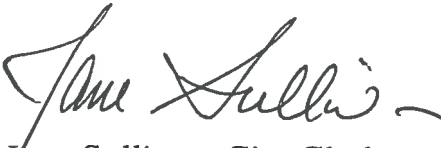
Pursuant to Sections 212 of the *Community Charter*, S.B.C. 2003, C. 26, I, *Jane Sullivan*, the City Clerk for City of Surrey, British Columbia certify that I have given notice of Council's intention to undertake the following work as a Local Areal Service as required by Section 213 of the *Community Charter* and that a sufficient petition against the Local Area Service has **not** been received.

General Description of the Work: *Local Area Service Project 4706-453*  
*Fergus Sanitary Pump Station and Forcemain*  
*160 Street and 24 Avenue*

Following are the details regarding the petition:

Number of Properties within petition area	106	100%
Petition received stating "do not agree"	3	5.66%

The Council may, by bylaw, undertake the work described above.

  
Jane Sullivan, City Clerk

Date: April 7, 2015

**CITY OF SURREY**

**BYLAW NO. 18601**

A Bylaw to establish the local area service for sanitary infrastructure works to benefit the catchment roughly bounded by 161A Street, 168 Street, 20/23 Avenue and the eastern edge of the Highway 99 Local Area Plan boundary; to authorize the construction of the Fergus Sanitary Pump Station, Forcemain and related appurtenances to service parcels within the local service area; to authorize the acquisition of all appliances, equipment, materials, real property, easements and rights-of-way required for the construction of the Works; to define the boundaries of the local service area; and to impose local service taxes.

.....  
WHEREAS Council has initiated a local area service subject to petition against to construct the Fergus Sanitary Pump Station and Forcemain in the Sunnyside Heights area, roughly bounded by 161A Street, 168 Street, 20/23 Avenue and the eastern edge of the Highway 99 Local Area Plan boundary, pursuant to Section 213 of the Community Charter, S.B.C. 2003, c.26;

AND WHEREAS the City Clerk has certified that the petition against received for the Works does not constitute a sufficient petition signed by a majority of the owners, representing at least half of the assessed value of the parcels that would be subject to the local service tax;

AND WHEREAS Corporate Report R018/2015, approved by Council on February 2, 2015, has described the cost apportioning and cost recovery method for this local area service;

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

1. This Bylaw shall be cited for all purposes as “Local Area Service Fergus Sanitary Pump Station and Forcemain [Project # 4706-453] Bylaw, 2016, No.18601”.
2. Fergus Sanitary Pump Station and Forcemain, comprising a pump station, a forcemain and related appurtenances (the “Works”), shall be constructed to service parcels in the local service area.
3. The local service area of the City for the benefit of which the Works are to be constructed, operated and maintained, is defined as the area roughly bounded by 161A Street, 168 Street, 20/23 Avenue and the eastern edge of the Highway 99 Local Area Plan boundary as illustrated by the hatched area in Appendix I, which is attached to and forms part of this Bylaw.

4. The total cost of the Works is estimated to be \$11.1 million to be recovered as follows:
  - (a) \$5.55 million will be paid by a group of developers, which will be recoverable through two (2) development cost charge front-end agreements and one (1) development works agreement;
  - (b) \$2.25 million of development cost charges have already been received by the City to fund a portion of the total cost of the Works;
  - (c) \$0.44 million will be borrowed from sanitary sewer development cost charge revenues already received by the City in 2015 from developments in other parts of the City, with the City being reimbursed for the advancement of these funds using the first \$0.44 million in sanitary sewer development cost charge revenues received from developments in the local service area; and
  - (d) \$2.86 million will be recovered through a local service tax under this Bylaw.
5. The local service tax shall be apportioned amongst the parcels within the local service area based on the area of each parcel, as more particularly set out in Appendix II which is attached to and forms part of this Bylaw. For the purposes of this Bylaw, parcel area is defined as the total area of the parcel as of the date this Bylaw receives final adoption.
6. The local service tax, including the accrued financing charges, shall be payable in full by the owner(s) of a parcel within the local service area prior to final adoption of, or issuance of permit by, the City for one of the following in relation to the parcel: (i) rezoning; (ii) subdivision; (iii) consolidation; (iv) development permit; (v) service connection application; (vi) development variance permit; or (vii) building permit.
7. Despite Section 6, the local service tax shall not be payable by an owner when applying for a development variance permit or building permit where an existing building on the parcel is demolished and rebuilt, or if a development variance permit is taken out on an existing building for renovation or rebuild, without connecting to the City sanitary sewer system.
8. The General Manager, Engineering has compiled the report and estimates of the costs relating to the Works as shown in Appendix II.
9. The General Manager, Engineering is directed to have the necessary plans and specifications for the Works prepared and to have the Works carried out or to provide the specifications necessary for the preparation of a contract to construct the Works, or any part thereof.

10. The General Manager, Finance & Technology may, subject to the approval of Council, agree with any banks, persons, or institutions for temporary advances of money to meet the cost of the Works pending the completion of the Works.
11. The Mayor and City Clerk are authorized to cause a contract for the construction of the Works to be made and entered into with some person or persons, firm or corporation, subject to the approval of Council to be declared by resolution.
12. The Works shall be carried out under the supervision and according to the directions of the General Manager, Engineering.
13. The General Manager, Finance & Technology upon completion of the Works shall prepare a certified statement setting out the final cost of the Works and submit the statement to Council.
14. The General Manager, Engineering shall prepare a revised Appendix II setting out the final cost of the Works and apportionments within the local service area and bring forth to Council the revised schedule as an amendment to this Bylaw.
15. Upon Council's adoption of the revised Appendix II, the General Manager, Finance & Technology shall impose a local service tax on the owners of parcels within the local service area as a parcel tax, as shown in Appendix II.
16. Upon Council's approval of the revised Appendix II with final costs, the City Clerk is authorized to append it to this Bylaw and it shall then form part of this Bylaw, superseding the original Appendix II with estimated costs.
17. Any local service taxes unpaid following the calendar year that construction of the Works is completed shall incur an annual financing charge calculated at an estimated rate of 4.90% per annum compounded annually for the first 15 years, after which time no additional annual interest charges shall be incurred. The actual interest rate shall be confirmed at the time of the Bylaw amendment.
18. The local service tax shall be levied in accordance with Sections 4(d), 5, 6, 7, and 15 of this Bylaw.

THREE READINGS by Council on the 11<sup>th</sup> day of January, 2016.

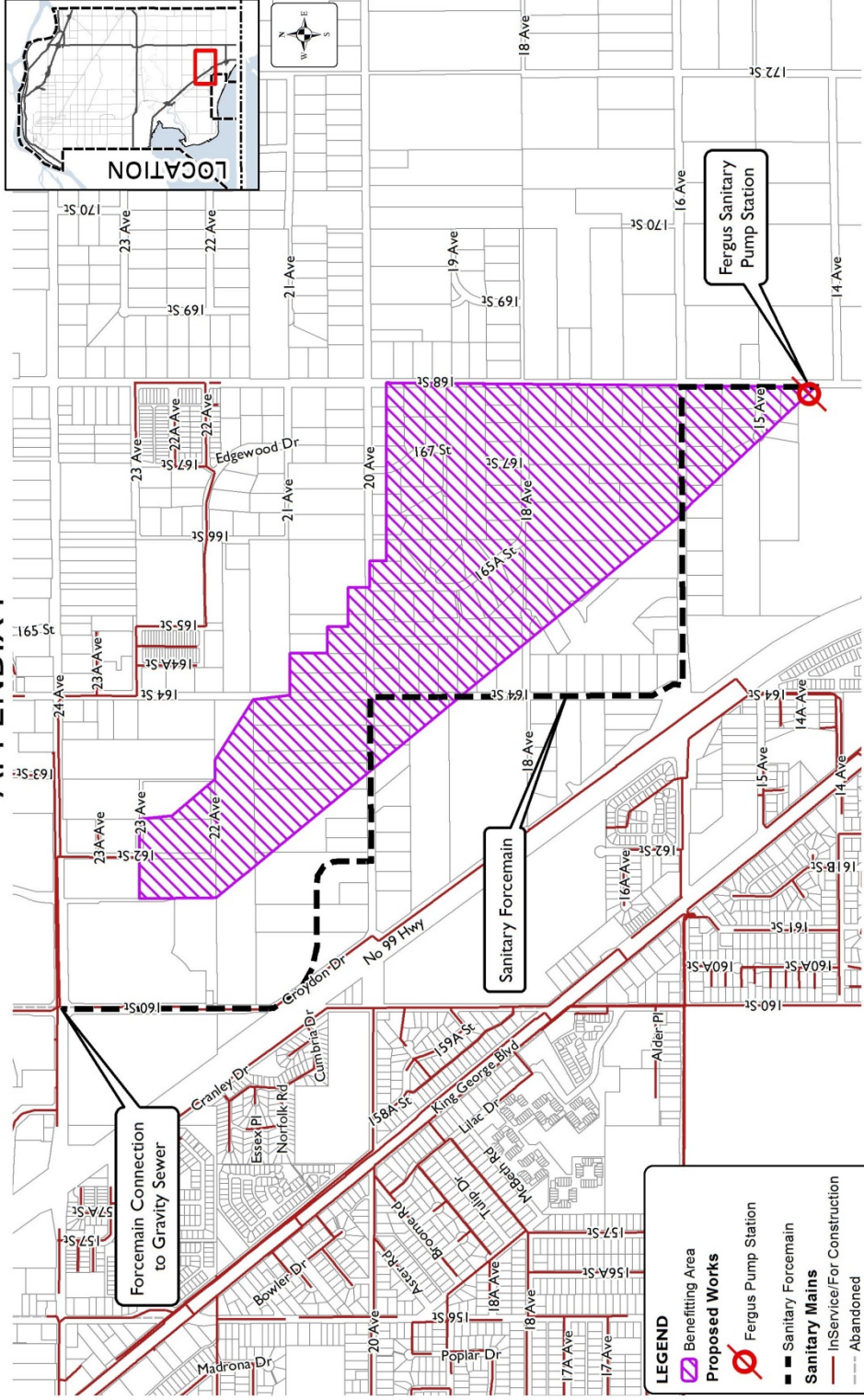
RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the XXth day of XX, 201X.

\_\_\_\_\_MAYOR

\_\_\_\_\_CLERK



# APPENDIX I



## Benefitting Area for Fergus Sanitary Pump Station and Forcemain Local Area Service

ENGINEERING DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions, and encumbrances must be confirmed at the Land Title Office.

**CITY OF SURREY**

**ENGINEER'S REPORT (\*)**

**LOCAL AREA SERVICE – FERGUS SANITARY PUMP STATION AND FORCEMAIN**

**On COUNCIL INITIATIVE – SUBJECT TO PETITION AGAINST**

Pursuant to Section 213 of the Community Charter, I advise in regard to the following work resolved to be undertaken as a Local Area Service:

**Work:** Fergus Sanitary Pump Station and Forcemain

**Location:** Sunnyside Heights area, roughly bounded by 161A Street, 168 Street, 20/23 Avenue and the eastern edge of the Highway 99 Local Area Plan boundary, as illustrated by the hatched area in Appendix I.

A) Total Estimated Cost	\$11,100,000 (*)
B) Developers' Contribution as Development Cost Charge Front-Enders Agreements and Development Works Agreement	\$5,550,000
C) City's Contribution as Development Cost Charges already received	\$2,250,000
D) City's Contribution as Development Cost Charges already received in 2015 from developments in other parts of the City	\$440,000
E) Total Estimated Local Service Tax (A less (B+C+D))	\$2,860,000
Total Area of the Properties in the Local Service Area	715,735.19 sq.m.
LAS Unit Charge Per Square Metre of Parcel Area	\$4.00 (**)
Amortization Period	15 years
Annual Interest Rate	4.90% (*)

(\*) All costs and interest are estimates only. A revised Engineer's Report with the actual cost and the appropriate interest rate for amortization will be prepared upon completion of the Works.

(\*\*) Multiplying the Parcel Area by the LAS Unit Charge may not result in the exact Local Service Tax amount shown in the following table due to rounding.

**COST DISTRIBUTION (not including interest)**

	Address		Parcel Area (sq.metres)	Local Service Tax * (Total)
	House	Road		
1	16778	20 Ave	2,282	\$ 9,117.16
2	16756	20 Ave	2,304	\$ 9,206.10
3	16732	20 Ave	2,326	\$ 9,296.03
4	16708	20 Ave	2,129	\$ 8,507.96
5	16674	20 Ave	2,166	\$ 8,653.63
6	16648	20 Ave	2,074	\$ 8,287.12
7	1919	167 St	4,378	\$ 17,494.35
8	1949	167 St	4,045	\$ 16,164.94
9	1942	167 St	4,638	\$ 18,533.83
10	1918	167 St	4,058	\$ 16,213.65
11	1913	168 St	4,048	\$ 16,174.14
12	1945	168 St	4,097	\$ 16,372.19
13	16515	18 Ave	4,207	\$ 16,812.26
14	1821	165A St	4,115	\$ 16,443.85
15	1841	165A St	4,123	\$ 16,475.33
16	1861	165A St	4,120	\$ 16,462.21
17	1980	165A St	4,081	\$ 16,308.80
18	16588	20 Ave	2,084	\$ 8,326.06
19	1960	165A St	4,052	\$ 16,192.54
20	1940	165A St	4,044	\$ 16,159.81
21	1920	165A St	4,371	\$ 17,464.61
22	1894	165A St	4,604	\$ 18,395.60
23	1864	165A St	4,486	\$ 17,924.47
24	1834	165A St	1,869	\$ 7,468.65
25	1935	165A St	4,047	\$ 16,170.08
26	1955	165A St	4,046	\$ 16,165.52
27	16508	20 Ave	4,045	\$ 16,163.08
28	16663	19 Ave	4,254	\$ 16,999.13
29	16651	19 Ave	4,214	\$ 16,838.15
30	16621	19 Ave	4,046	\$ 16,168.08
31	1915	165A St	4,044	\$ 16,159.59
32	1881	165A St	4,047	\$ 16,171.11
33	16620	20 Ave	2,263	\$ 9,043.86
34	16606	20 Ave	3,583	\$ 14,318.64
35	16679	16 Ave	11,202	\$ 44,761.96
36	1909	165A St	5,349	\$ 21,375.87
37	1891	165A St	4,144	\$ 16,557.34
38	16468	20 Ave	3,837	\$ 15,330.65

	Address		Parcel Area (sq.metres)	Local Service Tax * (Total)
	House	Road		
39	1753	168 St	4,042	\$ 16,150.65
40	1733	168 St	4,042	\$ 16,153.06
41	1707	168 St	4,043	\$ 16,155.46
42	16488	20 Ave	4,299	\$ 17,177.12
43	1960	164 St	6,237	\$ 24,923.68
44	1946	164 St	6,237	\$ 24,924.34
45	1906	164 St	6,726	\$ 26,875.49
46	1870	164 St	6,898	\$ 27,564.44
47	1852	164 St	5,011	\$ 20,021.92
48	16453	18 Ave	3,473	\$ 13,876.22
49	16460	20 Ave	4,040	\$ 16,142.49
50	1980	164 St	4,040	\$ 16,143.71
51	16485	18 Ave	4,039	\$ 16,140.01
52	16558	18 Ave	25,790	\$ 103,055.94
53	16607	16 Ave	36,582	\$ 146,176.82
54	1869	168 St	20,014	\$ 79,975.22
55	1889	168 St	19,969	\$ 79,792.49
56	1785	168 St	7,127	\$ 28,478.20
57	16755	16 Ave	4,429	\$ 17,699.47
58	1643	168 St	4,421	\$ 17,664.69
59	1671	168 St	5,239	\$ 20,935.04
60	1681	168 St	5,037	\$ 20,126.77
61	16470	18 Ave	1,093	\$ 4,366.06
62	16421	20 Ave	9,901	\$ 39,562.08
63	16437	20 Ave	9,902	\$ 39,566.22
64	16465	20 Ave	5,025	\$ 20,080.85
65	16505	20 Ave	3,259	\$ 13,023.62
66	16543	20 Ave	3,158	\$ 12,620.90
67	16273	20 Ave	23,603	\$ 94,315.27
68	16367	20 Ave	19,198	\$ 76,713.14
69	16355	20 Ave	19,193	\$ 76,693.00
70	16321	20 Ave	8,085	\$ 32,306.01
71	16301	20 Ave	19,879	\$ 79,433.46
72	2172	160 St	39,607	\$ 158,266.53
73	16172	24 Ave	20,218	\$ 80,787.77
74	1947	164 St	5,880	\$ 23,495.47
75	16344	20 Ave	4,398	\$ 17,574.81
76	16370	20 Ave	5,997	\$ 23,961.64
77	16322	20 Ave	2,037	\$ 8,137.74

	Address		Parcel Area (sq.metres)	Local Service Tax * (Total)
	House	Road		
78	1891	164 St	176	\$ 704.09
79	16662	16 Ave	1,900	\$ 7,591.11
80	16692	16 Ave	4,269	\$ 17,057.32
81	16712	16 Ave	4,694	\$ 18,757.02
82	16736	16 Ave	4,694	\$ 18,756.53
83	16766	16 Ave	4,694	\$ 18,756.40
84	16790	16 Ave	4,692	\$ 18,750.57
85	16725	15 Ave	2,888	\$ 11,541.79
86	16615	18 Ave	4,371	\$ 17,465.77
87	16510	18 Ave	6,574	\$ 26,268.07
88	16541	16 Ave	8,078	\$ 32,277.65
89	16641	18 Ave	4,094	\$ 16,360.43
90	16653	16 Ave	7,236	\$ 28,913.27
91	16688	18 Ave	19,185	\$ 76,659.64
92	16691	16 Ave	28,213	\$ 112,735.95
93	16715	16 Ave	4,609	\$ 18,417.33
94	16733	16 Ave	4,609	\$ 18,416.67
95	16770	15 Ave	4,032	\$ 16,110.35
96	1461	168 St	2,657	\$ 10,617.07
97	16737	15 Ave	4,056	\$ 16,209.00
98	16203	20 Ave	783	\$ 3,127.40
99	16759	15 Ave	4,058	\$ 16,216.41
100	1543	168 St	4,534	\$ 18,118.17
101	16655	18 Ave	4,186	\$ 16,726.92
102	16687	18 Ave	4,095	\$ 16,365.00
103	16711	18 Ave	4,405	\$ 17,601.17
104	16739	18 Ave	4,405	\$ 17,601.30
105	16763	18 Ave	4,097	\$ 16,372.29
106	1837	168 St	4,130	\$ 16,504.65
107**	2228	162 St	15,332	\$ 61,264.49

\* Multiplying the Parcel Area by the LAS Unit Charge may not result in the exact Local Service Tax amount shown in the table due to rounding.

\*\* Funds were previously contributed towards the Works in relation to 2228 162 Street, which funds are being held by the City. Despite Section 6 of the Bylaw, the Local Service Tax for 2228 162 Street will become payable in full at the time the revised Appendix II is approved by Council and appended to this Bylaw, and payment will be drawn from the funds already held by the City.