

CITY OF SURREY

BYLAW NO. 18251

A bylaw to amend the provisions of "City of Surrey Heritage Revitalization Agreement By-law, 2013, No. 17885."
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The Council of the City of Surrey, ENACTS AS FOLLOWS:

1. The City is authorized to enter into an amendment to the heritage revitalization agreement authorized by "Surrey Heritage Revitalization Agreement By-law, 2013, No. 17885" regarding certain lands and premises located within the City of Surrey and more particularly known and described as:

Parcel Identifier: 029-146-526
Lot 46 Section 12 Township 2 New Westminster District Plan EPP32879
16488 - 64 Avenue

(The "Heritage Revitalization Agreement").

2. The terms and conditions of the amending agreement (the "Amending Agreement") are attached to and form part of this Bylaw as Schedule "1", and the Amending Agreement becomes an addition to the Heritage Revitalization Agreement.
3. The Mayor and Clerk are authorized on behalf of the City to sign the Amending Agreement and to do all acts necessary and incidental to the completion of the Amending Agreement.
4. This Bylaw shall be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2013, No. 17885, Amendment Bylaw, 2014, No. 18251"

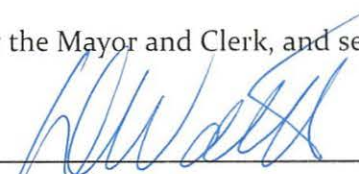
PASSED FIRST READING on the 23rd day of June, 2014.

PASSED SECOND READING on the 23rd day of June, 2014.


PUBLIC HEARING HELD thereon on the 7th day of July, 2014

PASSED THIRD READING on the 7th day of July, 2014.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 8th day of September, 2014.



MAYOR



CLERK

SCHEDULE 1

SURREY HERITAGE REVITALIZATION AGREEMENT
BOSE FARM – HENRY BOSE FARMHOUSE AND MILK COOLING SHED
AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 8th day of September 2014.

BETWEEN:

CITY OF SURREY
13450 104 Avenue
Surrey, BC, V3T 1V8

(the "City")

OF THE FIRST PART

AND:

0948184 B.C. LTD., INC.NO. 0948184
Suite 201 12837 76 Avenue
Surrey, BC, V3W 2V3

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The City and 0948184 B.C. LTD., INC.NO. 0948184 (the "Owner") entered into a Heritage Revitalization Agreement dated for reference July 29, 2013 (the "Agreement") for the relocation, conservation, restoration, maintenance, and protection of the Lands, including the Henry Bose Farmhouse (the "Farmhouse") and Milk Cooling Shed (the "Shed"), as more particularly described in the Agreement;
- B. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement;
- C. The City and the Owner wish to amend the terms of the Agreement to allow the Farmhouse to be used as a single family dwelling.

NOW THEREFORE this Amending Agreement witnesses that in consideration of the sum of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree as follows:

1. Amendments

The Agreement is hereby amended as follows:

- 1.1. Under the recital, "WHEREAS", by inserting the following new Subsection H. after Subsection G. and making the corresponding punctuation changes to Subsections F. and G.:

H. The Lands are subject to a variance contained in Appendix "C".

- 1.2. By deleting Section 3 of the Agreement and replacing it with the following:

3. Pursuant to Section 966(2)(b) of the Local Government Act, Part 22 Multiple Residential 30 (RM-30) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is hereby varied in respect of the Lands as set out in Appendix "C" which is incorporated into and forms part of this Agreement.

- 1.3. By inserting the following new Appendix "C" after Appendix "B" of the Agreement:

Appendix "C"
VARIATION TO BY-LAWS

1. Section B. Permitted Uses of Part 22 Multiple Residential 30 Zone (RM-30) of Surrey Zoning By-law, 1993, No. 12000, as amended, is amended by inserting the following new Sub-section 3. after Sub-section 2.(b):

"3. *Single family dwelling.*"

2. Due Execution

The Owner hereby represents and warrants to the City that this Amending Agreement has been duly authorized and executed by the Owner and that the delivery of this Amending Agreement has been duly authorized by all necessary corporate action on the part of the Owner.

3. Full Force and Effect

The City and the Owner hereby agree that the Agreement shall hereinafter be read and construed in conjunction with this Amending Agreement and be regarded as being amended only to the extent herein provided, that all the terms, covenants, provisos, conditions and provisions of the Agreement, as amended hereby, shall continue to be in full force and effect and that nothing herein contained shall operate or be construed to modify or otherwise affect the rights and obligations created by the Agreement as amended hereby.

4. Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Owner.

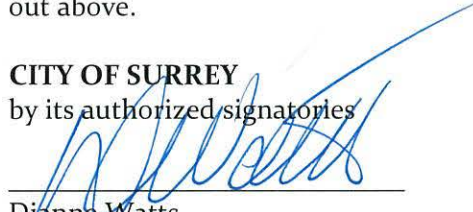
5. Notice to be Filed

Notice of this Agreement will be filed in the Land Title Office and once filed, this Agreement will be binding on all persons who acquire an interest in the Lands.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date set out above.

CITY OF SURREY

by its authorized signatories



Dianne Watts
Mayor



Jane Sullivan
City Clerk

0948184 B.C. LTD., INC.NO. 0948184

by its authorized signatory



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