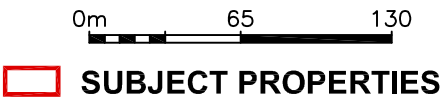


- ADDRESSES:**
- 185-236 Cardiff Way
 - 301-316 Cardiff Way
 - 401-444 Cardiff Way
 - 501-528 Cardiff Way
 - 201-244 Cambridge Way
 - 301-311 Cambridge Way
 - 401-440 Cambridge Way
 - 501-507 Cambridge Way
 - 172-236 Cornell Way
 - 302-320 Cornell Way



City of Port Moody - Land Use Contract
Underlying Zone: RM2
Proposed New Zone: RM3



LAND USE CONTRACT NO. 419 '18 24th day of September 1976

BETWEEN:

(THE CORPORATION OF THE) CITY OF PORT MOODY,
a Municipal Corporation having its
Municipal Offices at 2425 St. John's Street
in the City of Port Moody, in the Province
of British Columbia

(hereinafter called the "City")

OF THE FIRST PART

AND:

COMMUNITY BUILDERS LTD., a corporate body
carrying on business at 302 Oxford Drive in
the City of Port Moody, in the Province of
British Columbia

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS upon the application of an owner of land within a development area, the Council of a Municipality, pursuant to Section 702A of the Municipal Act, may by by-law notwithstanding any by-law of the Municipality, or Sections 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Sections 702(2) and 702(1) in arriving at the terms, conditions and considerations contained in a land use contract;

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality or Sections 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions, and for the consideration hereinafter set forth;

AND WHEREAS by By-law No. 1298 of the said City, dated the 28th day of June, 1976, the area of lands described as:

Lot 4, District Lot 202 & 203, Group 1,
Plan 50944, New Westminster District,

was designated as a Development Area, within the meaning of Sections 702 and 702A of the Municipal Act, and pursuant to the provisions of the said Act;

AND WHEREAS by By-law No. 1298 of the said City dated the 28th day of June, 1976, the City was authorized to enter into this Land Use Contract with the Owner for the use and development of the said Development Area, in accordance with the terms and conditions hereinafter contained, and pursuant to the provisions of the Municipal Act;

AND WHEREAS notice of a Public Hearing, to be held by the Council of the City of Port Moody in the Display Room of the Town Centre Cultural Building, 300 Ioco Road, Port Moody, B. C., on Tuesday, July 6th, 1976, at the hour of 7:30 p.m., was published in the issues of the "Columbian" Newspaper, dated Tuesday, June 29, 1976, and Wednesday, June 30, 1976;

AND WHEREAS the said Public Hearing was duly held at the time and place above-mentioned;

SUBSTITUTE FOR FORM "C"

CITY OF PORT MOODY

Oct 19 1976

Nature of Interest Held Use Contract

Estimated Value \$

Disposition of

Private Mortgage

Applicant
of Seller/Agent

Telephone No. 236-7211 (Address) City Hall, Port Moody, B.C.

MEMORANDUM OF REGISTRATION

Registered the 1 day of 11, 1976

an application received at the B.C. Office

of Land and the application

1336 000500 - 2

New Westminster
L.R. 1005

99054

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Land Use Contract

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and conditions on covenants hereinafter set forth, the City and the Owner covenant and agree as follows:

1. The Owner is the registered owner of an estate in fee simple of all, and singular that certain parcel of land and premises situate, lying and being in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

Lot 4, District Lot 202 & 203, Group 1,
Plan 50944 New Westminster District.

2. The Developer has obtained the consent of all persons having a registered interest in the lands to the use and development set forth herein.
3. The following maps, plans and schedules, marked as Schedule "A", are attached to form part of this Contract:

(a) <u>Drawing No.</u>	<u>Description</u>
E - 1	Site Plan
E - 2	Typical Cluster Plan
E - 3	Unit Plan and Site Section - Types "A" & "B"
E - 4	Unit Plan and Site Section - Types "C" & "D"
E - 5	Unit Plan and Site Section - Types "E", "F" & "G"
E - 6	Street Elevation
E - 7	Rear Elevation
E - 8	Recreation Facility
E - 10	Street Prospective
E - 11	Landscape Plan
E - 12	Playground Equipment

(b) <u>Schedules</u>	
S-1	Exterior Finishes

4. The following terms and conditions shall apply to the said Development Area:

- (a) Registration of Title

All buildings, structures and lands shall be registered under a Strata Plan, in conformance with the "Strata Titles Act", being Chapter 14 of the revised Statutes of British Columbia.

- (b) Permitted Uses of Land, Building and Structures

The following uses and no others shall be permitted:
Forty-five principal buildings

~~Twenty-seven principal buildings~~, as shown on Drawing No. E-1,
for residential use, with accessory off-street parking use,
one recreation facility, as shown on Drawing No. E-8.

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Land Use Contract

Page 3 ...

4. (c) Size, Shape and Siting of Buildings and Structures

All buildings and structures to be constructed on the said land shall conform to:

Drawing Nos. E-1 to E-8 inclusive,

With respect to the size, shape and siting of buildings and structures;

- (d) Notwithstanding the plans attached hereto, all buildings and structures on the lands shall conform to the provisions of the National Building Code and to all pertinent Fire Prevention Laws and Regulations, and reasonable access for fire fighting purposes shall be provided to all buildings.

(e) Off-Street Parking

Shall be located in conformity with site plan, Drawing No. E-1:

252 Covered Parking Spaces

252 Uncovered Parking Spaces

and shall be constructed in accordance with the provisions of the City of Port Moody Zoning By-law, 1974, No. 1204, with respect to their size, shape and finish.

(f) Aesthetic Quality of Buildings and Structures

Exterior finishes shall be as shown and described on Drawing Nos. E-2, E-3, E-4, E-5, E-6, E-7 & E-8, and as detailed in Schedule A-1.

(g) Development and Landscaping of Site

Landscaping and grading details shall be constructed in conformity with Drawing No. E-11, and shall be carried out and completed in accordance with the standard and requirements of the Parks & Recreation Director, and maintained in perpetuity in a manner satisfactory to the Parks & Recreation Director.

Existing stands of coniferous and deciduous trees, as outlined on Plan No. E-11 shall be maintained at the existing density.

Should the Owner fail to keep and maintain the said landscaping to the satisfaction of the Parks and Recreation Director, the City may at its discretion, order its workmen and/or others to enter and effect such maintenance at the expense of the persons so defaulting, and may further order that the charges for so doing, if unpaid by December 31st of the year of default, shall be added to, and form part of the taxes payable in respect of these lands or real property taxes as taxes in arrears.

(h) Development and Landscaping of Playground Areas and Recreation Facility

Construction of Recreation Facility and Playground areas shall be constructed in conformity with Drawing No. E-8, E-11 & E-12.

(i) Inspections

The City may at all reasonable times enter upon the lands and carry out all necessary inspections to ensure that the land is used and developed in accordance with the terms and provisions of this agreement.

Land Use Contract

Page 4

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4. (j) Maintenance of Buildings and Structures

General maintenance of all buildings and structures shall be carried out under a regular programme to assure a continuing pleasing aesthetic appearance, and to provide for the safety of residents in a manner satisfactory to the Building Inspector.

Should the Owner fail to maintain the said buildings and structures to the satisfaction of the Building Inspector, the City may, at its discretion, order its workmen and/or others to enter and effect such maintenance at the expense of the person so defaulting and may further order that the charges for so doing, if unpaid by December 31st of the year of default, shall be added to and form part of the taxes payable in respect of these lands or real property taxes, as taxes in arrears.

(k) Municipal Services, Works and Utilities

All utilities, including Water, Sanitary Sewer, Storm Sewer and Domestic Gas, shall be placed underground and along with the required roadways shall be provided in accordance with, at locations shown on Drawings submitted to and approved by the City Engineer prior to construction, and constructed in accordance with the requirements contained in By-laws provided for such installations.

Telephone and Electrical services shall be provided underground and placed in such a manner to connect to existing services, as provided by B.C. Hydro and B.C. Telephone, and constructed in accordance with the regulations provided for such installations.

(l) Signs

Signs shall only be permitted in accordance with Section 402(2)(d) of the City of Port Moody Zoning By-law, 1974, No. 1204.

(m) Construction Vehicles Traffic Control

The Owner shall provide adequate supervision over all commercial vehicles, and construction equipment entering upon or leaving the construction site, to provide for the safety of pedestrians and/or others during working hours.

(n) Occupancy Permits

The Building Inspector shall issue occupancy permits to completed units only after such time that the Union Street access to the Barnet Highway has been constructed and is usable for access and egress to the dwelling units.

(o) Amendments

This Land Use Contract may be amended for minor alterations to plans and specifications by written agreement of the City Building Inspector.

5. Covenants of Owner for Security for Due Performance

(a) The Owner covenants and agrees that he will commence construction in conformity with the terms and conditions of this Land Use Contract within the period of three months from the date of its execution, and shall complete all such works undertaken within a period of twenty-four months from commencement of construction.

(b) As security for the due and proper performance of this Contract, and the covenants and agreements herein contained, the Owner has deposited with the City, prior to the execution of this document, a cash deposit or irrevocable letter of credit drawn by a Canadian Chartered Bank, or such other financial security, that is mutually acceptable to the City and the Owner, in the total amount of ten per centum of building costs of stage one of the project as outlined in a construction permit issued by the Building Inspector. Subsequent construction stages shall be bonded in a similar manner as per stage one. Upon issuance of a permit of occupancy of any stage by the Building Inspector the City shall release to the Owner any aforesaid financial security.

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Land Use Contract

Page 5

5. Covenants of Owner for Security for Due Performance

- (c) The period of deposit or expiry date of letters of credit or other financial security shall be for a minimum period of 30 months from the execution date of this document or upon receipt of Completion Certificate.
- (d) The Owner further covenants and agrees that he shall not, during construction, nor after completion, remove or deliberately injure any trees that are shown as existing or placed on Drawing No. E-11, nor shall be altered any finished gradients, as shown on Drawing Nos. E-3, E-4 and E-5, without prior written consent of the City Building Inspector.
- (e) The Owner further covenants and agrees to ensure that this Development, when constructed, will qualify for the Municipal Incentive Programme Grants provided that such funding is applicable and available.
- (f) The Owner further covenants and agrees with the City that it will reimburse the City for all legal fees and costs incurred by the City in drawing up and executing this Contract.
- (g) This Contract shall inure to the benefit of and be binding upon the Owner, his successors and assignees, and upon the City, its successors and assignees. This Contract shall not be assigned to any third party, prior to its completion, without prior written consent of the City. Such approval shall not unreasonably be withheld.
- (h) The Developer covenants to save harmless and effectually indemnify the City against:
- (i) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the City, by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - (iii) All expenses and costs which may be incurred by reason of claims for non-payment of labour or materials, Workers' Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.
- (i) The Owner further covenants and agrees with the City that all costs for the construction of roadway to provide ingress and egress to the Barnet Highway to City standards be borne by the Owner.
- For due performance by the Owner for the construction of the above-said roadway, the Owner has deposited with the City, prior to the execution of this document, a cash deposit or irrevocable letter of credit drawn by a Canadian Chartered Bank, or such other financial security that is mutually acceptable to the City and the Owner, in the total amount of ten per centum of all building construction costs.

6. Covenants of the City

The City hereby covenants and agrees with the Owner to permit the Owner to perform all the said work upon the terms and conditions herein contained.



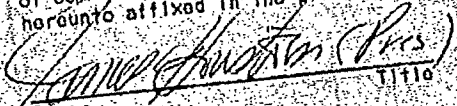
99054

Land Use Contract

7. In the interpretation of this Land Use Contract, all definitions of words and phrases contained in the City of Port Moody Zoning By-law 1974, No. 1204, shall apply to this Contract and to the attachments hereto.
8. It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise), with the Owner other than those in this Contract.
9. WE, Community Builders Ltd., the Owner of the lands described above, do hereby agree and consent to all of the terms and conditions herein expressed and set forth.

IN WITNESS WHEREOF this Land Use Contract has been executed under signature of Norman Albert PATTERSON, Mayor Pamela Dorothy GOODWIN, Deputy Municipal Clerk, and under seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 24th day of September, 1976.

The Corporate Seal of the Corporation of Community Builders Ltd., was hereto affixed in the presence of:


Owner Title

Owner Title

The Corporate Seal of the Corporation of the City of Port Moody was hereto affixed in the presence of:


Mayor


Deputy Municipal Clerk

99054

BRUNO FRESCHI/ARCHITECTURE PLANNING RESEARCH

1575 WEST SEVENTH AVENUE VANCOUVER BRITISH COLUMBIA V6J 1S1 PHONE (604) 736-1651

June 11, 1976

Easthill Port Moody

Exterior Finishes and Colour Schedule

Principles of Exterior Finishes

1. Maintain same basic finish materials throughout the development.
2. Exterior cladding of buildings will be horizontal cedar siding to emphasize horizontal lines.
3. Roofs will be asphalt shingles.
4. Linear cluster groups will be identified through variation of stain colours and appropriate asphalt shingle roof colours. Stains would be similar to the following Olympic Semi-Transparent Colours:

709	710	712
714	715	718
719	720	723
724	725	726
914	916	917
5. Variation in side panels for decks will occur in the form of screens, horizontal spaced or solid boards and handrails.
6. Precast concrete steps at entries to housing units will be used.
7. The only colour variation in a linear cluster will be for accent purposes on fascias, columns and beams.
8. Windows are dark brown baked enamel.

RMC/amc

BRUNO BASILIO FRESCHI B. Architect MRAIG RCA

COLIN WALLIS CRAIG B. Arch. MRAIC

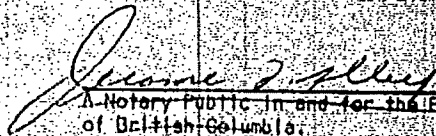
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ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 18TH day of OCTOBER, 1976,
at COOQUILE, in the Province of British
Columbia, JAMES HOUSTON

personally known to me, appeared before me and acknowledged to me
that he is the President of Community Builders Ltd.,
and that he is the person who subscribed his name to the annexed
Instrument as President of Community Builders Ltd.
and affixed the seal of the said Company
to the said Instrument, that he was first duly authorized to
subscribe his name as aforesaid, and affix the said Seal to the said
Instrument, and that such Corporation is legally entitled to hold
and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto
set my Hand and Seal of Office, at
COOQUILE, in the
Province of British Columbia, this
18TH day of October, 1976.


A Notary Public in and for the Province
of British Columbia.

A Commissioner for taking Affidavits in
and for the Province of British Columbia.

CITY OF PORT MOODY

BY-LAW NO. 1317

M 99054

A BY-LAW OF THE CITY OF PORT MOODY TO APPROVE A LAND USE CONTRACT

WHEREAS by By-law No. 1298 of the City of Port Moody, dated the 28th day of June, 1976 the area of lands described as:

Lot 4, District Lots 202 & 203, Group One, Plan
New Westminster District

was designated as a Development Area within the meaning of Section 702 and 702A of the "Municipal Act" and pursuant to the provisions of the said Act;

AND WHEREAS by By-law No. 1298 of the City of Port Moody, dated the 28th day of June, 1976, the City was authorized to enter into a Land Use Contract with the Owner for the use and development of the said Development Area, pursuant to the provisions of the "Municipal Act";

AND WHEREAS notice of the Public Hearing to be held by the Council of the City of Port Moody, in the Town Centre Cultural Centre, 300 Ioco Road, Port Moody, B.C. on the 6th day of July, 1976 at the hour of 7:30 p.m., was published in the issues of the "Columbian" Newspaper, dated Tuesday, June 29, 1976 and Wednesday, June 30, 1976;

AND WHEREAS the said Public Hearings were held at the time and place above mentioned;

AND WHEREAS by By-law No. 1301 of the City of Port Moody dated the 9th day of August, 1976 the Land Use Contract was adopted by the Council of the City of Port Moody;

AND WHEREAS it now appears that there is a typographical error in the Land Use Contract in that in clause 4 (b) on page 2 of the Land Use Contract the permitted use is stated to be:

"Twenty-seven principal buildings, as shown on Drawing No. E-1, for residential use, with accessory off-street parking use, one recreation facility, as shown on Drawing No. E-8."

while the intention at all material times, before, during and after the Public Hearing, was that the permitted use be for "forty-five (45) principal buildings";

AND WHEREAS the words "Twenty-seven principal buildings" were included in the Land Use Contract in error, being the number of buildings contained in a prior proposal for the lands not in any way connected with the development approved by the Land Use Contract;

AND WHEREAS Drawing No. E-1 referred to in clause 4 (b) of the Land Use Contract shows forty-five (45) principal buildings and not Twenty-seven principal buildings;

AND WHEREAS the authorized development will contain 252 residential units and at all material times before, during and after the Public Hearing the proposed development was for 252 residential units and this is confirmed by Drawing No. E-1 and by the number of parking spaces to be provided as shown in clause 4 (a) of the Land Use Contract;

By-law No. 1317

Page 2...

AND WHEREAS this By-law is being passed for the purpose of rectifying and correcting the error which occurred in clause 4 (b) of the Land Use Contract by deleting the words "Twenty-seven principal buildings" and inserting the words "Forty-five principal buildings" and is not a material modification or amendment to the Land Use Contract

AND WHEREAS the Developer, COMMUNITY BUILDERS LTD., has agreed to the rectification of the terms of clause 4 (b) of the Land Use Contract;

NOW THEREFORE the Municipal Council of the City of Port Moody in open session assembled enacts as follows:

1. **TITLE** This By-law may be cited for all purposes as "City of Port Moody Land Use Contract No. 4 Rectification By-law, 1976 No. 1317."
2. **RECTIFICATION OF LAND USE CONTRACT NO. 4**
The Land Use Contract attached hereto and marked as Schedule "A", is hereby corrected and rectified by deleting in clause 4 (b) of the Land Use Contract the words "Twenty-seven principal buildings" and by inserting the words "Forty-five principal buildings" and that the Mayor and the Municipal Clerk or Deputy Clerk be and they are hereby authorized to make the change to clause 4 (b) of the Land Use Contract together with the appropriate officer of Community Builders Ltd. and to deliver amended copies of the rectified Land Use Contract to Community Builders Ltd. and to retain rectified copies for the use of the City of Port Moody.

READ A FIRST TIME this 12th day of October, 1976

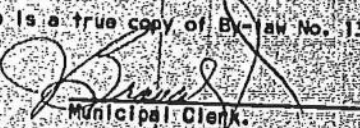
READ A SECOND TIME this 12th day of October, 1976

READ A THIRD TIME this 12th day of October, 1976

RECONSIDERED AND FINALLY ADOPTED the 13th day of October, 1976.


Mayor
Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1317 of the City of Port Moody.


Municipal Clerk

CITY OF PORT MOODY

BY-LAW NO. 1317

A BY-LAW OF THE CITY OF PORT MOODY TO APPROVE A LAND USE CONTRACT

WHEREAS by By-law No. 1298 of the City of Port Moody, dated the 28th day of June, 1976 the area of lands described as:

Lot 4, District Lots 202 & 203, Group One, Plan
New Westminster District

was designated as a Development Area within the meaning of Section 702 and 702A of the "Municipal Act" and pursuant to the provisions of the said Act;

AND WHEREAS by By-law No. 1298 of the City of Port Moody, dated the 28th day of June, 1976, the City was authorized to enter into a Land Use Contract with the Owner for the use and development of the said Development Area, pursuant to the provisions of the "Municipal Act";

AND WHEREAS notice of the Public Hearing to be held by the Council of the City of Port Moody, in the Town Centre Cultural Centre, 300 Ioco Road, Port Moody, B.C. on the 6th day of July, 1976 at the hour of 7:30 p.m., was published in the issues of the "Columbian" Newspaper, dated Tuesday, June 29, 1976 and Wednesday, June 30, 1976;

AND WHEREAS the said Public Hearings were held at the time and place above mentioned;

AND WHEREAS by By-law No. 1301 of the City of Port Moody dated the 9th day of August, 1976 the Land Use Contract was adopted by the Council of the City of Port Moody;

AND WHEREAS it now appears that there is a typographical error in the Land Use Contract in that in clause 4 (b) on page 2 of the Land Use Contract the permitted use is stated to be :

"Twenty-seven principal buildings, as shown on Drawing No. E-1, for residential use, with accessory off-street parking use; one recreation facility, as shown on Drawing No. E-8."

while the intention at all material times, before, during and after the Public Hearing, was that the permitted use be for "Forty-five (45) principal buildings";

AND WHEREAS the words "Twenty-seven principal buildings" were included in the Land Use Contract in error, being the number of buildings contained in a prior proposal for the lands not in any way connected with the development approved by the Land Use Contract;

AND WHEREAS Drawing No. E-1 referred to in clause 4 (b) of the Land Use Contract shows Forty-five (45) principal buildings and not Twenty-seven principal buildings;

AND WHEREAS the authorized development will contain 252 residential units and at all material times before, during and after the Public Hearing the proposed development was for 252 residential units and this is confirmed by Drawing No. E-1 and by the number of parking spaces to be provided as shown in clause 4 (e) of the Land Use Contract;

AND WHEREAS this By-law is being passed for the purpose of rectifying and correcting the error which occurred in clause 4 (b) of the Land Use Contract by deleting the words "Twenty-seven principal buildings" and inserting the words "Forty-five principal buildings" and is not a material modification or amendment to the Land Use Contract

AND WHEREAS the Developer, COMMUNITY BUILDERS LTD., has agreed to the rectification of the terms of clause 4 (b) of the Land Use Contract;

NOW THEREFORE the Municipal Council of the City of Port Moody in open session assembled enacts as follows:

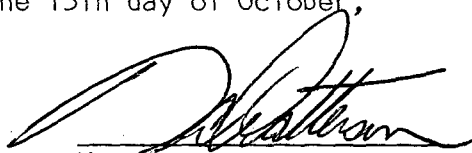

1. TITLE This By-law may be cited for all purposes as "City of Port Moody Land Use Contract No. 4 Rectification By-law, 1976 No. 1317."
2. RECTIFICATION OF LAND USE CONTRACT NO. 4
The Land Use Contract attached hereto and marked as Schedule " A ", is hereby corrected and rectified by deleting in clause 4 (b) of the Land Use Contract the words "Twenty-seven principal buildings" and by inserting the words "Forty-five principal buildings" and that the Mayor and the Municipal Clerk or Deputy Clerk be and they are hereby authorized to make the change to clause 4 (b) of the Land Use Contract together with the appropriate officer of Community Builders Ltd. and to deliver amended copies of the rectified Land Use Contract to Community Builders Ltd and to retain rectified copies for the use of the City of Port Moody.

READ A FIRSTTIME this 12th day of October, 1976

READ A SECOND TIME this 12th day of October, 1976

READ A THIRD TIME this 12th day of October, 1976

RECONSIDERED AND FINALLY ADOPTED the 13th day of October, 1976.


Mayor

Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1317 of the City of Port Moody.

Municipal Clerk.