

CITY OF SURREY

BY-LAW NO. 13748

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 a detention basin and related appurtenances as identified in the development works agreement to service properties within a portion of the drainage catchment area of the North East Newton Pocket; to define the benefiting real property and to establish that the cost of the detention basin and related appurtenances shall be borne by the owners of real property within such defined area.

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- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Municipal Act*, R.S.B.C. 1996, c. 323, as amended (the "*Municipal Act*") enter into a development works agreement to provide, construct, alter, or expand drainage facilities by the City or by the developer and the cost of constructing the drainage facilities 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 a detention basin and related appurtenances to serve a portion of the drainage catchment area of the North East Newton Pocket pursuant to Section 937.1(4)(c) of the *Municipal 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 detention basin and related appurtenances.

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 - North East Newton Pocket By-law, 1999, No. 13748".

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 appliances, equipment, materials, real property, easements and right-of-way required to construct a detention basin, together with the necessary related appurtenances (the "Works") shall be acquired by Enver Creek Homes Ltd., as developer, as directed by the General Manager, Engineering.
6. The Works shall be constructed on a portion of:

Parcel Identifier: 002-079-861  
Lot B Section 27 Township 2 New Westminster District Plan 70158

to serve the real property within the drainage catchment area of the North East Newton Pocket as identified in column five entitled "Legal Description" in Schedule "A" of the Development Works Agreement (the "Benefiting Area").

7. The General Manager, Engineering has provided a formula for imposing all or part of the cost of the Works on the registered owners in fee simple of the real property within the Benefiting Area as identified in column one entitled "Registered Owners" in Schedule "A" of the Development Works Agreement (the "Owners").
8. The General Manager, Engineering has specified in the Development Works Agreement when the costs imposed under the formula become a debt payable by the Owners to the City.

9. The General Manager, Engineering has in the Development Works Agreement provided that until the debt is paid the Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:
- (a) 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 a debtor in the area subject to the Development Works Agreement; or
  - (b) do any other thing necessary for the development of real property of a debtor in the area subject to the Development Works Agreement.
10. Without limiting the matters dealt with in the Development Works Agreement, the Development Works Agreement specifies the following:
- (a) the Benefiting Area;
  - (b) the Works;
  - (c) that Enver Creek Homes Ltd. as developer is responsible for completing Stage 1 of the Works before October 30, 1999; and Stage 2 of the Works before November 30, 2000.
  - (d) provisions for the payment to Enver Creek Homes Ltd., as developer, of charges collected under s. 937.1 of the *Municipal Act* by the City from the Owners within the Benefiting Area.
11. The Works shall be carried out under the supervision and according to the direction of the General Manager, Engineering.

PASSED THREE READINGS on the 31st day of May, 1999.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 14th day of June, 1999.

\_\_\_\_\_MAYOR

\_\_\_\_\_CLERK

### DEVELOPMENT WORKS AGREEMENT

THIS AGREEMENT dated for reference the 7<sup>th</sup> day of JUNE, 1999.

BETWEEN:

**CITY OF SURREY**, a municipal corporation under the *Municipal Act* of the Province of British Columbia and having its offices at 14245 - 56<sup>th</sup> Avenue, City of Surrey, Province of British Columbia V3X 3A2

(the "City")  
OF THE FIRST PART

AND:

**ENVER CREEK HOMES LTD.**  
4337 Marguerite Street  
Vancouver, B.C. V6J 4G5

(the "Developer")  
OF THE SECOND PART

- A. **WHEREAS** the real property within the specified North East Newton Pocket Drainage Benefiting Area is identified in column five entitled "Legal Description" in Schedule "A", attached hereto (the "Benefiting Area").
- B. **AND WHEREAS** the registered Owners in fee simple of the Benefiting Area are identified in column three entitled "Owners/Address" in Schedule "A", attached hereto (the "Owners").
- C. **AND WHEREAS** a Community Storm Detention Pond, upstream trunk storm sewers, storm outfall sewer and related appurtenances as described in Schedule "B", attached hereto (the "Community Pond and Trunk Drainage Works") are required to be constructed.
- D. **AND WHEREAS** the Developer shall undertake the performance of its obligations required to be made pursuant to this Agreement.
- E. **AND WHEREAS** the Community Pond and Trunk Drainage Works are not currently scheduled for construction by the City, but *are* contained within the City's 10 Year Engineering Servicing Plan.
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition of land for, and construction of, the Community Pond and Trunk Drainage Works and has agreed to facilitate such acquisition and construction for the development of the Benefiting Area.
- G. **AND WHEREAS** Section 937.1 of the *Municipal Act*, R.S.B.C. 1996, c. 323 and amendments thereto (the "Act") authorizes Council to enter into an agreement with a Developer for the provision of drainage facilities by the Developer.

H. AND WHEREAS Council adopted Development Works Agreement - North East Newton Pocket By-law, 1999 No. 13748 on June 14, 1999, authorizing the parties to enter into this Agreement pursuant to Section 937.1 of the *Act*, providing for the provision of land for and construction of the Community Pond and Trunk Drainage Works by the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE DOLLAR (\$1.00) 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 *Municipal 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 costs incurred or proposed to be incurred by the Developer to acquire the land for and construct the Community Pond and Trunk Drainage Works which costs are estimated in Section 2 (c) of this Agreement.

"City" means the City of Surrey, 15245 - 56 Avenue, Surrey, British Columbia V3X 3A2, Attention: Legal Services Division.

"Council" means the elected Council of the City.

"Community Pond and Trunk Drainage Works" means a community storm detention pond, upstream trunk storm sewers, storm outfall sewer and related appurtenances as described in Schedule "B".

*KHK* "Community Pond and Trunk Drainage Works Land" means that portion of Parcel Identifier: 002-079-~~661~~<sup>661</sup>, Lot B, Sec. 27, TP 2, N.W.D., Plan 70158 required for construction and operation of the Community Pond and Trunk Drainage Works as covered by the Works Right-of-Way shown and delineated on the plan attached to Schedule "C" hereto.

"Works Right-of-Way" means a right-of-way in favour of the City for City drainage facilities, access, construction and maintenance purposes to, from and over the Community Pond and Trunk Drainage Works land substantially in the form and substance of the instrument attached as Schedule "D", the location of which is shown on the plan attached thereto and shown on Schedule "C" and registered in the New Westminster Land Title Office under No. LMP 40756.

"Developer" means Enver Creek Homes Ltd. of Vancouver, British Columbia.

"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, 1993, No. 11951, enacted by the City under the *Act* as such By-law is amended or replaced from time to time.

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

"Letter of Credit" means an irrevocable demand letter of credit issued by a Canadian Chartered Bank and in a form acceptable to the General Manager.

"Owners" means each of the registered owners in fee simple of the Benefiting Area as identified in column three entitled "Owners/Address" in Schedule "A" attached hereto.

"Specified Charge" means a debt payable to the City in the maximum amount of \$1,214.34 subject to an annual escalation adjustment as provided herein for each new lot to be created by subdivision as approved by the City, in accordance with the By-laws of the City, including but not limited to the Development Cost Charge By-law and Subdivision and Development By-law.

"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 referred to in Section 4 of this Agreement.

## 2. COMMUNITY POND AND TRUNK DRAINAGE WORKS

- (a) The Developer agrees to obtain from Gipaanda Greenhouses Ltd., John Phillip Ryall and Joyce Georgina Ryall, a grant to the City pursuant to this Development Works Agreement the Works Right-of-Way over the Community Pond and Trunk Drainage Works Land.

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- (b) The date in paragraph 9 of the Work Right-of-Way, may be extended to no later than November 30, 2003 when the property which includes the Community Pond and Trunk Drainage Works Land has been purchased outright by the Developer, the Developer shall subdivide the land to include dedication to the City of the Community Pond and Trunk Drainage Works Land (as described in Schedule "C"), as a legal lot and, concurrent with the registration of the Subdivision Plan at New Westminster Land Title Office, the Developer shall transfer title of the said lot in fee simple to the City. If the Developer does not acquire the property which includes the Community Pond and Trunk Drainage Works, the Works Right-of-Way will remain in full force and effect.
- (c) The Developer shall be solely responsible for the design, engineering and construction of the Community Pond and Trunk Drainage Works and for retaining consultants and entering into any contracts required to construct the said Works, subject to the direction of the City. Following execution of this Agreement by the parties, the Developer agrees to take all necessary steps to proceed with the construction of the Community Pond and Trunk Drainage Works in two stages as described in Schedule "B".
- (d) The parties acknowledge that, as of the date of this Agreement, the estimated Capital Cost is \$1,257,240.00.
- (e) The Developer agrees to facilitate the design, engineering and construction of the Community Pond and Trunk Drainage Works through the provision of funds as set out in this Agreement.
- (f) The Developer agrees to complete the construction of Stage 1 of the Community Pond and Trunk Drainage Works before October 30, 1999 and complete Stage 2 of the Community Pond and Trunk Drainage Works before November 30, 2000. Should the rate of development within the Benefiting Area remain within the capacity of the Stage 1 Community Pond and Trunk Drainage Works as determined by the City. The City, at its sole discretion acting reasonably, may extend the completion date of the Stage 2 Community Pond and Trunk Drainage Works up to no later than November 30, 2003.

3. **PAYMENT FOR COMMUNITY POND AND TRUNK DRAINAGE WORKS**

- (a) The Developer, pursuant to this Agreement, shall pay for construction of the Community Pond and Trunk Drainage Works and for provision of the Community Pond and Trunk Drainage Works Land as described in Schedule "C"; which land will be dedicated to the City as a legal lot upon registration of a Subdivision Plan.

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- (b) The Developer shall provide a Letter of Credit pursuant to this Agreement. The value of the Letter of Credit shall be the estimated amount as necessary to secure for the remaining construction cost of the Community Pond and Trunk Drainage Works in excess of the sum of the estimated total value of the Developer's drainage component of the Development Cost Charges payable from the Benefiting Area and the value of those components of the Community Pond and Trunk Drainage Works already completed to the satisfaction of the City.
- (c) The Owners shall incur a debt payable to the City in the maximum amount of \$1,214.34 for each new lot to be created by subdivision approval as approved by the City in accordance with the By-laws of the City, including, but not limited to, the Development Cost Charge By-law and Subdivision and Development By-law (the "Specified Charge").
- (d) For greater certainty, a deduction will not be made for the number of parent lots out of which the new lots have been approved for subdivision.
- (e) The Specified Charge shall be payable to the City on or before the date when the Development Cost Charge pursuant to the Development Cost Charge By-law and the Subdivision and Development By-law are payable to the City.
- (f) 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.
- (g) After completion of the construction of the Community Pond and Trunk Drainage Works, the General Manager shall determine the actual costs of the construction. It is anticipated that the actual cost of the construction of the Community Pond and Trunk Drainage Works will vary from the estimated cost. As such, the parties hereto agree to reduce the Specified Charge. The Specified Charge shall be calculated by dividing the final Capital Cost less the estimated total Development Cost Charge front ending costs, by the estimated total number of lots to be created in the Benefiting Area.
- (h) The City is not responsible for financing any of the Capital Cost of the Community Pond and Trunk Drainage Works.

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- (i) In the event the Capital Cost as estimated at \$1,257,240.00 is reduced, then the balance payable pursuant to this Agreement to the Developer shall be reduced accordingly, with the consent of the parties.
- (j) The parties agree that an amendment to the By-law adopting this Agreement is not required to reduce the Specified Charge payable by the Owners of the Benefiting Area or reduce the Capital Cost required for the acquisition and construction of the Community Pond and Trunk Drainage Works.
- (k) In consideration of the satisfactory completion of the Community Pond and Trunk Drainage Works by the Developer, to the satisfaction of the General Manager, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area who have not heretofore contributed to the cost of construction thereof, the Specified Charge. The Specified Charge shall be escalated at an interest rate of five percent (5%) per annum from the first anniversary of the date of completion of Stage 1 of the Community Pond and Trunk Drainage Works as determined in writing by the City and shall be conclusive against the Owners of the Benefiting Area. For the purpose of interpreting this clause, the maximum Specified Charge shall be calculated on an annual basis as set out in Schedule "E" attached hereto.
- (l) The City shall pay to the Developer the sums collected from the Owners of the Benefiting Area within a calendar year 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.
- (m) In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City Treasurer shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City Treasurer, in his 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.

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- (n) It is acknowledged the Developer will have been deemed to have paid the Specified Charges for its lands as shown by an asterisk (\*) in column five entitled "Legal Description" in Schedule A attached hereto pursuant to its obligations in this Agreement for services in lieu of payment.

4. **TERM**

- (a) The term of this Agreement shall commence on June 14, 1999 and shall expire on a date no later than ten (10) years after November 30, 2000 or such later expiry date for completion of the Community Pond and Trunk Drainage Works pursuant to any extension of the completion date the City, at its sole discretion, may grant, subject to the provisions of Clause 2(e) as hereinbefore outlined (the "Term").
- (b) In the case that the Developer fails to complete Stage 1 of the Community Pond and Trunk Drainage Works before October 30, 1999 and the remainder of the Community Pond and Trunk Drainage Works by November 30, 2000, or any extended completion date that the City, at its sole discretion, may grant within the provisions of Clause 2(f) as hereinbefore stipulated, the City, at its option, draw on the Letter of Credit held by the City and complete the Community Pond and Trunk Drainage Works at the cost of the Developer.
- (c) 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.
- (d) This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the principal sum of \$394,660.00 (adjusted when the actual costs are determined), less the amount of the Specified Charge referred to in Clause 3(n) and interest as specified herein.

5. **INDEMNITY**

- (a) The Developer agrees to indemnify 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 by reason of the following:
  - (i) a breach by the Developer of its obligations under this Agreement; or
  - (ii) any dispute arising with respect to the cost of services, the application of credits or payments required to be made pursuant to this Agreement.

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6. CITY'S COST

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$5,000.00 for the preparation, registration and administration of this Agreement.

7. NOTICES

- (a) 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:

ENVER CREEK HOMES LTD.  
4337 Marguerite Street  
Vancouver, B.C. V5J 4G5

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

CITY OF SURREY  
Engineering Department  
14245 - 56<sup>th</sup> Avenue  
Surrey, B.C. V3X 3A2

Attention: General Manager, Engineering

cc: City Solicitor

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

- (b) 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 (5<sup>th</sup>) day after the mailing thereof.

**8. BINDING ON SUCCESSORS**

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
- (b) 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.

**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.

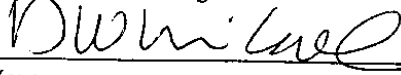
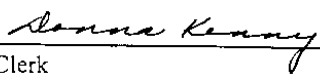
**11. SCHEDULES**

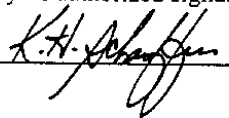
The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" - Owners and Benefiting Area
- (b) Schedule "B" - Community Pond and Trunk Drainage Works
- (c) Schedule "C" - Works Right-of-Way Plan
- (d) Schedule "D" - Works Right-of-Way Document
- (e) Schedule "E" - Specified Charge and Annual Adjustment Tabulation

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

CITY OF SURREY )  
by its authorized signatories )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
\_\_\_\_\_)  
City Clerk )

ENVER CREEK HOMES LTD. )  
by its authorized signatories )  
 )  
\_\_\_\_\_)  
PRESIDENT )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

# SCHEDULE A - OWNERS & BENEFITTING AREA

## DEVELOPMENT WORKS AGREEMENT NORTH EAST NEWTON POCKET DRAINAGE BENEFITTING AREA

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
Merna Bayne Christoffersen 8386 - 144 <sup>th</sup> Street Surrey, BC V3W 5T5	1	6272-25001-0	8386-144 <sup>th</sup> Street	PID 009-181-008 Firstly Parcel A (Ref PL 30482), Secondly Part Dedicated Rd on PL 33331, Sec 27, TP 2, NWD PL 29749
Bill Brad Developments Ltd. 20432 Douglas Crescent Langley, BC V3A 4B4	2	6272-28002-6	14486-84 Ave.	PID 009-181-181 Lot 29, Sec 27, TP 2, NWD PL 29749
Jarnail Dhalivai Gurbax Dhalivai 6299 - 131A Street, Surrey, BC V3W 8B2	3	6272-08002-5	8379-164 <sup>th</sup> Street	PID 001-523-871 Lot 9, Except Parcel A (Explanatory PL 12347), Sec 27, TP 2, NWD PL 5946
Jitender Mohan Bhagrath, Prem Lata Bhagrath 11116 - 198 <sup>th</sup> Street, Surrey, BC V3W 8B2				
Karnail Duhra Mohinder Duhra 14134 - 72 <sup>nd</sup> Ave. Surrey, BC V3W 2P8				
Rajinder Duhra 14134 - 72 <sup>nd</sup> Ave. Surrey, BC V3W 2P8				
Bajjit Duhra 14134 - 72 <sup>nd</sup> Ave. Surrey, BC V3W 2P8				

**SCHEDULE A - OWNERS & BENEFITTING AREA**

DEVELOPMENT WORKS AGREEMENT  
NORTH EAST NEWTON POCKET DRAINAGE BENEFITTING AREA

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
Sharanjli Duhra 14134 - 72 <sup>nd</sup> Ave. Surrey, BC V3W 2P8	3 Cont'd	6272-08002-5		
Sandeep Duhra 14134 - 72 Ave. Surrey, BC V3W 2P8				
Zhi Fen Ye Shaoh Lan Zhao 3179 Queens Ave. Vancouver, BC V5R 4T6	4	6272-08004-9	8361-146 <sup>th</sup> Street	PID 011-166-282 Parcel A (Explanatory PL 12347), Lot 9, Sec 27, TP 2, NWD PL 5946
Paul Hehn Norma Walters 8344 - 144 <sup>th</sup> Street Surrey, BC V3W 5T5	5	6272-06005-3	8344-144 <sup>th</sup> Street	PID 011-166-231 North Half Lot 7, Except the West 7 Ft, Sec 27, TP 2, NWD PL 5946
Manjit Singh Bains 8329 - 144 <sup>th</sup> Street Surrey, BC V3W 5T5	6	6272-06004-X	8320-144 <sup>th</sup> Street	PID 011-166-193 South Half Lot 7, Except the West 7 Ft, Sec 27, TP 2, NWD PL 5946
420302 B.C. LTD. 201-6125 Sussex Ave. Burnaby, BC V5H 4G1	7	6272-09002-X	8341-146 <sup>th</sup> Street	PID 011-166-347 Lot 10, Sec 27, TP 2, NWD PL 5946

**SCHEDULE A - OWNERS & BENEFITTING AREA**

DEVELOPMENT WORKS AGREEMENT  
NORTH EAST NEWTON POCKET DRAINAGE BENEFITTING AREA

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
Saeed Mohammad Khan Fazal Jan Khan 4320 Elgin Street Vancouver BC V5V 4R7	8	6272-91004-6	8306-144 <sup>th</sup> Street	PID 002-006-181 Lot B, Sec 27, TP 2, NWD PL 16930
Dilbag Singh Badh Bakshish Kaur Badh Raminderjit Singh Badh 8286 - 144 <sup>th</sup> Street Surrey BC V3W 5T5	9	6272-05012-4	8286-144 <sup>th</sup> Street	PID 010-231-005 Lot A, Sec 27, TP 2, NWD PL 16930
Carol Louise Schultz 14519 - 82A Ave. Surrey, BC V3S 2M2	10	6272-31002-X	14509-82A Ave.	PID 006-728-499 Lot 32, Sec 27, TP 2, NWD PL 43350
Phoebe Louise Shultz 14519 - 82A Ave. Surrey BC V3S 2M2	11	6272-32002-4	14519-82A Ave.	PID 006-728-502 Lot 33, Sec 27, TP 2, NWD PL 43350
Steven Kenneth Mitchell Evelyn Fay Mitchell 14557 - 82A Ave. Surrey, BC V3S 2M2	12	6272-01013-8	14557-82A Ave.	PID 013-211-676 Lot 2, Sec 27, TP 2, NWD PL 80668
Kenneth Norbert Mitchell Louise Ellen Mitchell 8271 - 146 <sup>th</sup> Street Surrey BC V3S 3A7	13	6272-00009-1	8271-146 <sup>th</sup> Street	PID 013-211-668 Lot 1, Sec 27, TP 2, NWD PL 80668



**SCHEDULE A - OWNERS & BENEFITTING AREA**

**DEVELOPMENT WORKS AGREEMENT  
NORTH EAST NEWTON POCKET DRAINAGE BENEFITTING AREA**

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
553343 B.C. Ltd. 8241 - 154 <sup>th</sup> Street Surrey, BC V3S 8M1	14	6272-21003-6	8348-146 Street	PID 022-328-941 Lot 22, Except East 445 Ft. Sec 27 TP 2, NWD PL 5946
Kulvir Kaur Dhalival 14694 - 84 <sup>th</sup> Street Surrey, BC V3S 2M5	15	6272-21006-1	14694-84 <sup>th</sup> Ave.	PID 007-322-950 East 445 Ft. Lot 22 Except East 315 Ft. Sec 27, TP 2, NWD PL 5946
Davinder Kaur Dhalival 14694 - 84 <sup>th</sup> Street Surrey, BC V3S 2M5				
Balbir Chana Taranjit Chana Gurinder Kaur Chana 9157 - 134B Street Surrey BC V3V 5T8	16	6272-40002-0	14714-84 <sup>th</sup> Ave.	PID 002-058-235 Lot 41, Sec 27, TP 2 NWD PL 61446
Iqbal Singh Bassi Jaswinder Kaur Bassi 12939 Glengary Crescent Surrey BC V3V 1S9	17	6272-44001-7	8288-146 <sup>th</sup> Street	PID 002-115-743 Lot 45, Sec 27, TP 2, NWD PL 67201
Amarjit Kaur Binning 12939 Glengary Crescent Surrey BC V3V 1S9				
Jaswinder Kaur Dhalival 12939 Glengary Crescent Surrey, BC V3V 1S9				

*Handwritten initials/signature*

**SCHEDULE A - OWNERS & BENEFITTING AREA**

**DEVELOPMENT WORKS AGREEMENT  
NORTH EAST NEWTON POCKET DRAINAGE BENEFITTING AREA**

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
Nayjol Kaur Dhali 12939 Glengary Crescent Surrey, BC V3V 1S9	17 Cont'd	6272-44001-7		
Tran Ly Tuong 21695 - 44A Ave Langley BC V3A 3G1	18	6272-43001-2	8302-146 <sup>th</sup> Street	PID 000-644-633 Lot 44, Sec 27, TP 2, NWD PL 67201
John Tibor Honrath 8205 - 151 Street Surrey, BC V4N 3A6	19	6272-04004-0	14458-82A Ave.	PID 004-849-370 West Half East Half Lot 5, Except Part Dedicated Rd on PL LMP598, Sec 27, TP 2, NWD PL 5946
Lee Pallfreyman Anna Pallfreyman 1216 Cottonwood Coquitlam, BC V3J 2T3	20	6272-01012-6	14510-82A Ave.	PID 0-06-126-774 Lot 2, Sec 27, TP 2, NWD PL 59650
Lawrence Henry Bolen Doreen Anne Bolen Patrick Lawrence Bolen 9094 - 144 <sup>th</sup> Street Surrey BC V3V 5Z8	21	6272-12002-3	8175-146 <sup>th</sup> Street	PID009-383-956 Lot 13, Sec 27, TP 2, NWD PL 5946
Ray Roy Lien Eileen Maxine Lien 8151 - 146 <sup>th</sup> Street Surrey BC V3S 3A6	22	6272-13004-1	8151-146 <sup>th</sup> Street	PID 000-649-112 North Half Lot 14, Sec 27, TP 2, NWD PL 5946

**SCHEDULE A - OWNERS & BENEFITTING AREA**

**DEVELOPMENT WORKS AGREEMENT  
NORTH EAST NEWTON POCKET DRAINAGE BENEFITTING AREA**

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
Kamali Senghara Sukhiinder Senghara 12700 Blundell Road Richmond BC V6W 1B3	23	6272-29002-0	8119-146 <sup>th</sup> Street	PID 006-534-414 Lot 30, Sec 27, TP 2, NWD PL 42730
Harry Hiroshi Otsuki 8081 - 146 <sup>th</sup> Street Surrey BC V3S 3A6	24	6272-90002-8	8081-146 <sup>th</sup> Street	PID 011-166-380 Lot 15 Except Part Subdivided By PL 42730, Sec 27, TP 2 NWD PL 5946
Albert Joseph Frank Rybak Marcia Sherry Judith Rybak 8050 - 144 <sup>th</sup> Street Surrey, BC V3W 5T4	25	6272-90002-8	8050-144 <sup>th</sup> Street	PID 010-038-710 Lot A, Sec 27, TP 2 NWD PL 15090
Gipaanda Greenhouses Ltd. Inc No 233812 8060-146 <sup>th</sup> Street Surrey B.C V3S 3A5  Barry David Ryall Sarah Ann Ryall 8060 - 146 <sup>th</sup> Street Surrey BC V3S 3A5	26	6272-90001-6	8132-146 <sup>th</sup> Street 8120-146 <sup>th</sup> Street	PID 002-079-852 Lot A, Sec 27, TP 2 NWD PL 70158

**SCHEDULE A - OWNERS & BENEFITTING AREA**

**DEVELOPMENT WORKS AGREEMENT  
NORTI EAST NEWTON POCKET DRAINAGE BENEFITTING AREA**

REGISTERED OWNERS AND ADDRESS	PROPERTY IDENTIFIER	ROLL NUMBER	CIVIC ADDRESS	LEGAL DESCRIPTION
Gigaanda Greenhouses Ltd. Inc. No. 233812 8060 - 146 <sup>th</sup> Street Surrey BC  John Philip Ryall Joyce Georgina Ryall 8060 - 146 <sup>th</sup> Street Surrey BC	27	6272-91001-0	8060-146 <sup>th</sup> Street	PID 002-079-861 Lot B, Sec 27, TP 2 NWD PL 70158

*[Handwritten mark]*

## SCHEDULE 'B'

### COMMUNITY POND AND TRUNK DRAINAGE WORKS:

The works shall include land acquisition, Engineering and construction of a wetland type Community Storm Detention Pond of approximate capacity 4,540 cu.m. servicing the North East Newton Pocket catchment area together with all necessary appurtenances, flow control and overflow structures, Storm Outfall sewers and structures discharging to Bear Creek, together with immediately upstream trunk storm sewers consisting of approximately 115M. of 750mm. diameter storm sewer, 260M. of 900mm. diameter storm sewer and 30M. of 1200mm. diameter storm sewer, all as shown schematically on the Layout Plan, Figure 1 attached.

The Community Pond will be constructed in two stages as follows and as illustrated in Figure 2 attached.

Stage 1 will consist of:

- approximately 2,270cu.m. of storage capacity
- outlet flow control weir structure, 63M. of 750mm. diameter storm outfall pipe and concrete outlet structure
- turf-stone overflow structure
- paved pond maintenance access
- upstream storm trunk mains consisting of 115M. of 750mm. diameter storm sewer and 260M. of 900mm. diameter storm sewer
- gravel maintenance access from 146<sup>th</sup> Street to pond.

Stage 2 will consist of:

- approximately 2,270cu.m. of storage capacity
- inlet piping including approximately 30M. of 1200mm. diameter storm sewer and concrete headwall structures
- ornamental retaining wall along north boundary of pond
- permanent log rail fencing along south boundary of pond
- base low flow channel and associated planting material
- pond landscaping.

KAA

North East Newton Pocket  
 Schematic of Drainage Development Works

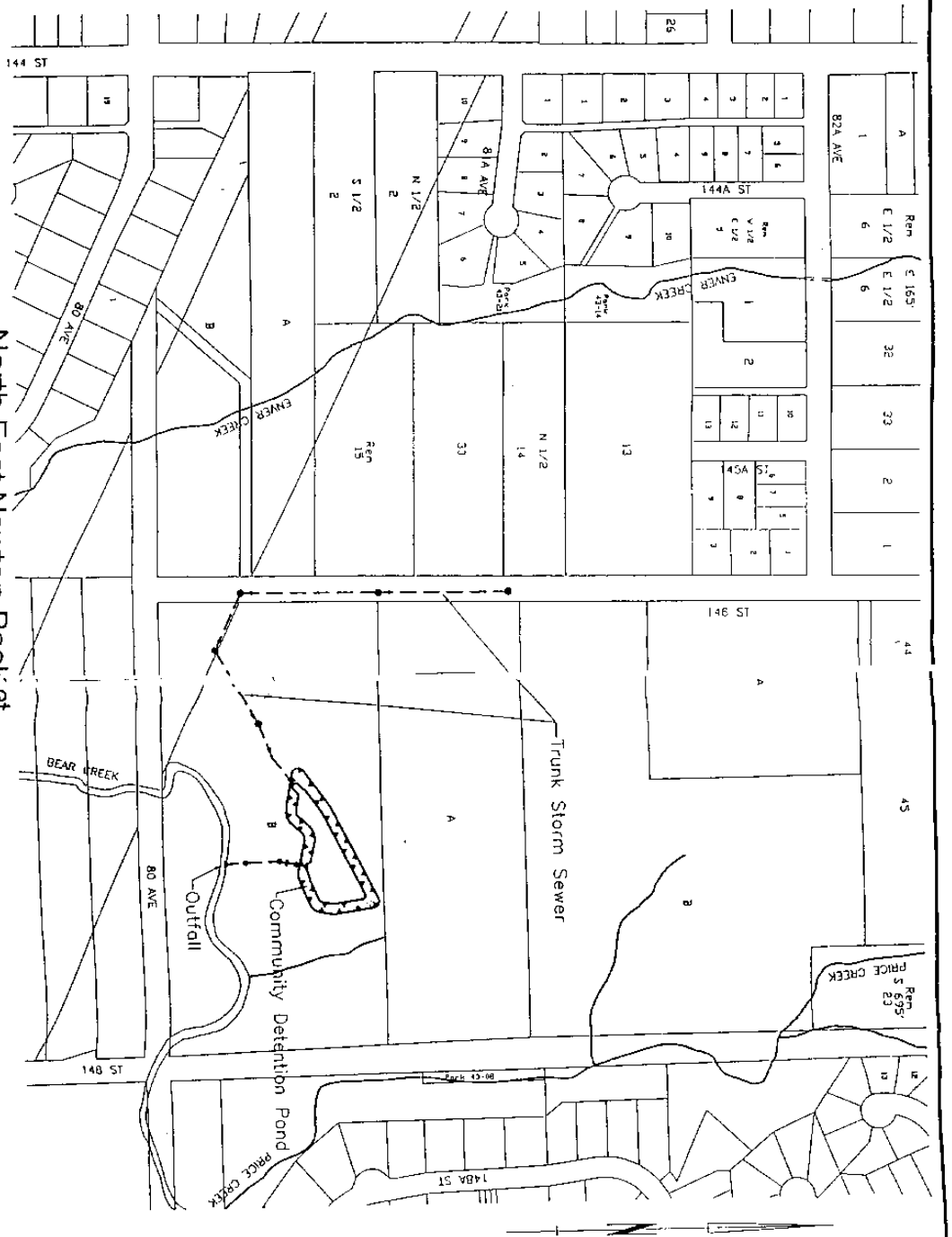
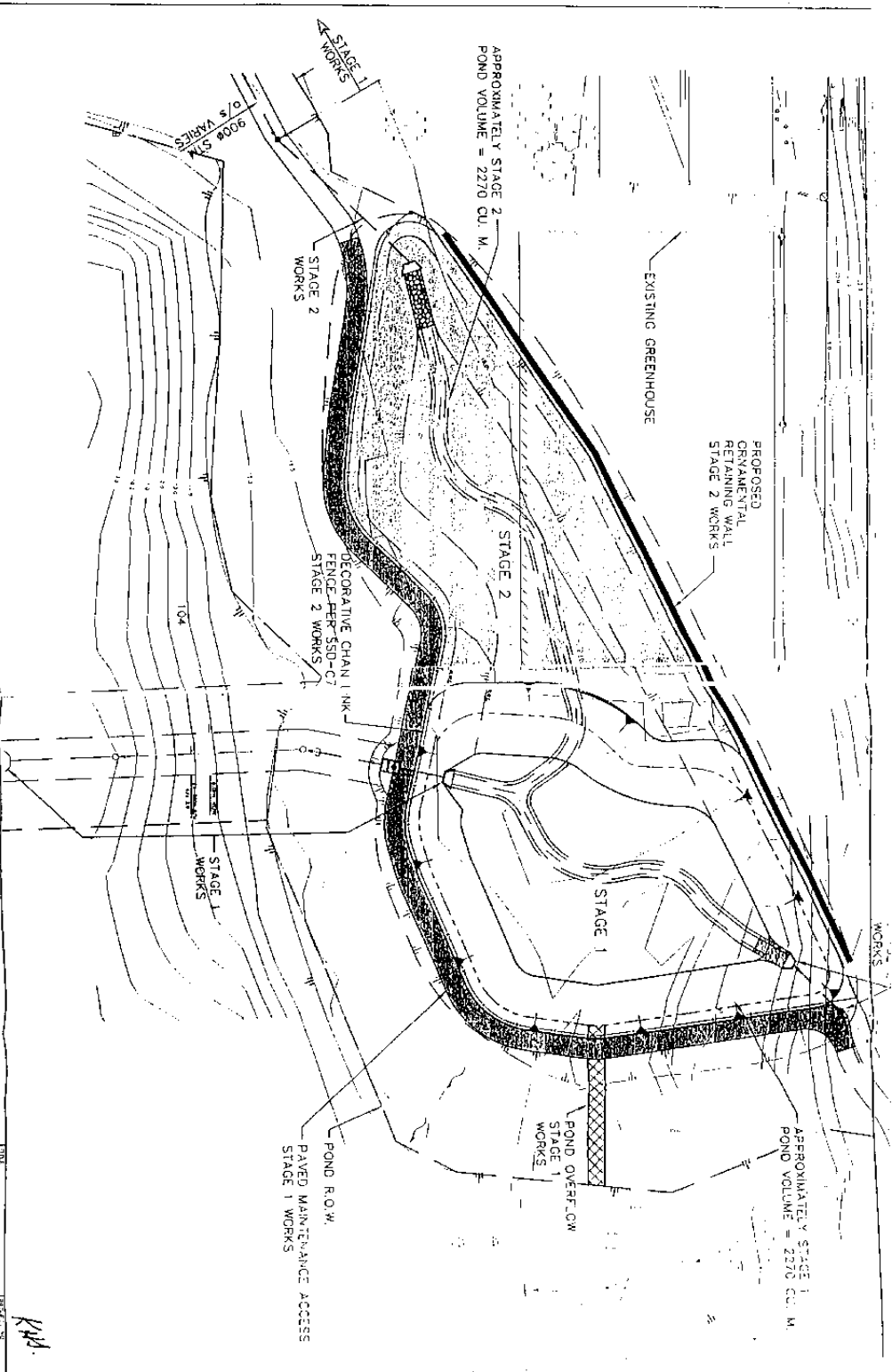


Figure 104



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OWNER: ENVER CREEK HOMES LTD.  
 4577 W. 45th Ave. S.E., Vancouver, BC V5R 4K5  
 TEL: (604) 271-1111

PROJECT: NORTH EAST NEWTON POCKET DRAINAGE WORKS  
 COMMUNITY DETENTION POND  
 STAGE 1 & 2 POND WORKS



HUNTER LAIRD  
 ENGINEERING LTD.  
 CONSULTING CIVIL ENGINEERS  
 100 - 10th Street S.E.  
 Vancouver, B.C. V5A 1C1  
 TEL: (604) 271-1111

SCALE: AS SHOWN  
 DATE: 10/15/2018  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 2886-0094  
 SHEET NO.: 10  
 FIGURE

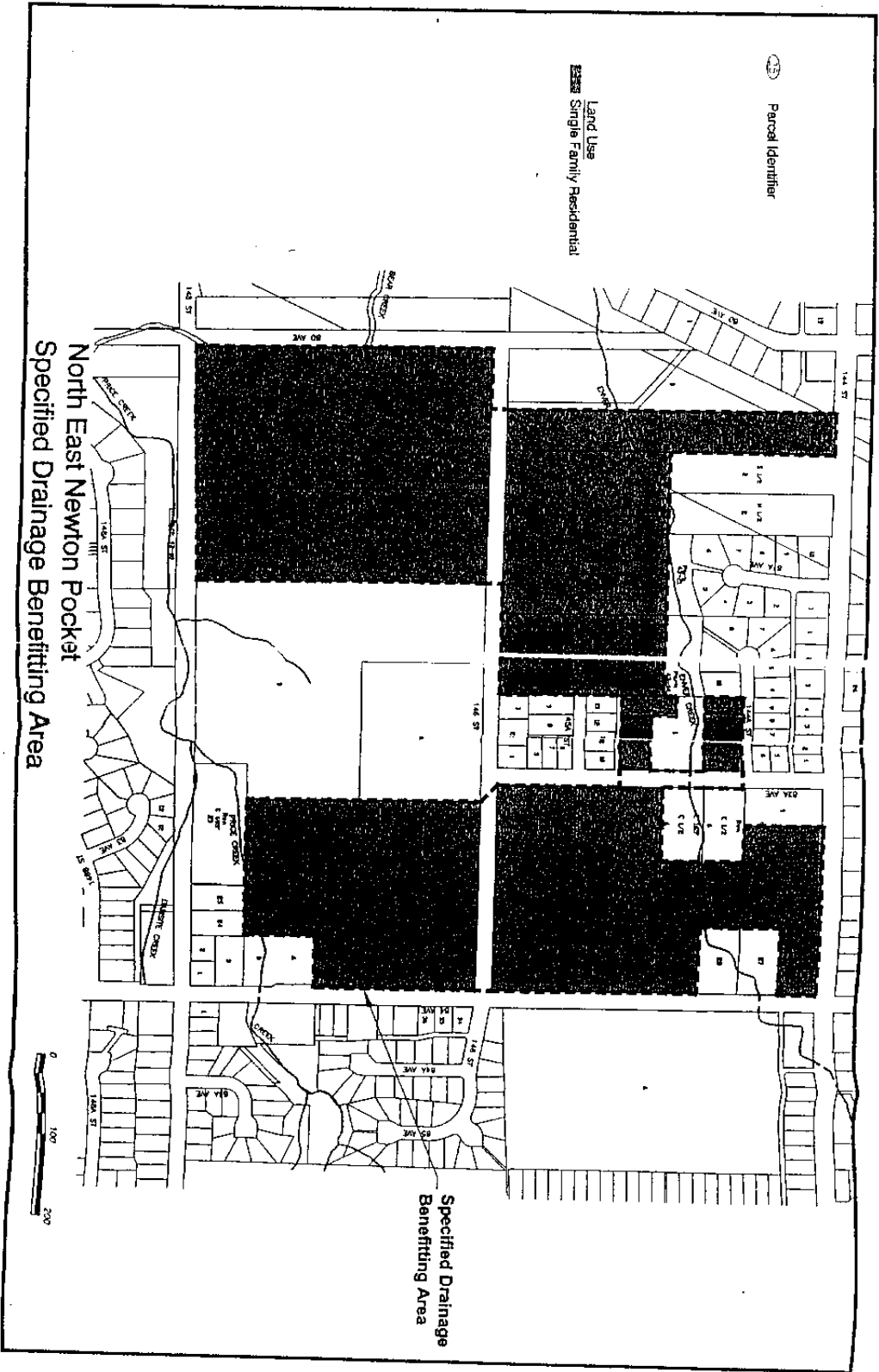
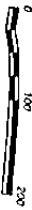
*Handwritten initials/signature*

Parcel Identifier

Land Use  
Single Family Residential

North East Newton Pocket  
Specified Drainage Benefiting Area

Specified Drainage  
Benefiting Area



1/11



GENERAL INSTRUMENT - PART (This area for Land Title Office Use)

Page 1 of 13 pages

1. APPLICATION: (Name, address, phone number and signature of applicant/applicant's solicitor or agent)

Bea Scott, Agent for City of Surrey  
Client #011477  
7452 - 132 Street  
Surrey, B.C. V3W 4M7 501-5530

E-98-62 7896-0094-01

2. PARCEL IDENTIFIER AND LEGAL

DESCRIPTION OF LAND:  
(PID)

(LEGAL DESCRIPTION)

002-079-861

Lot 'B' Section 27, Township 2, New Westminster  
District, Plan 70158

3. NATURE OF INTEREST:  
DESCRIPTION

DOCUMENT REFERENCE  
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO  
INTEREST

*STATUTORY RIGHT-OF-WAY*  
over part shown on reference plan  
LMP40756 containing 1.40  
hectares

PAGES 4 - 8

TRANSFEE

*PRIORITY AGREEMENT*  
Granting \_\_\_\_\_ priority over  
Mortgage BJ311410 and  
BN10371, Option to Purchase  
BM122034 and Assignment of  
Rents BN10372

PAGE 9,10,11

TRANSFEE

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms  D.F. No.  
(b) Express Charge Terms  Annexed as Part 2  
(c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

**GIPAANDA GREENHOUSES LTD.** as to an undivided nine tenths interest (Incorporation #233812)  
**JOHN PHILIP RYALL**, Farmer and **JOYCE GEORGINA RYALL**, Homemaker, JOINT  
TENANTS as to an undivided one tenths interest.

**THE BANK OF NOVA SCOTIA** As to grant of priority.  
**ENVER CREEK HOMES LTD.** As to grant of priority.  
**THE TORONTO-DOMINION BANK** As to grant of priority.

6. TRANSFEREE(S):(including postal address(es) and postal code(s))

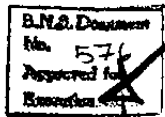
CITY OF SURREY 14245 - 56th Avenue, Surrey, B.C. V3X 3A2

7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S) This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferors and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

OFFICER SIGNATURE(S)      EXECUTION DATE      PARTIES SIGNATURES

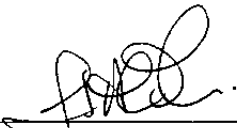

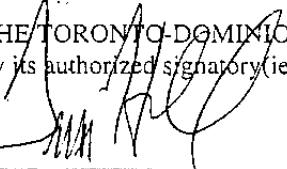
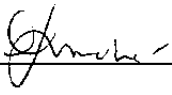
	Y	M	D	
	99	06	03	GIPAANDA GREENHOUSES LTD. by its authorized signatory(ies)  DAVID RYALL
 As to both signatories <b>MICHAEL KENDLER</b> Barrister & Solicitor #200, 13889 - 104th AVENUE SURREY, B.C. V3T 1W8 581-0461	99	06	03	 JOHN PHILIP RYALL  JOYCE GEORGINA RYALL
 <b>ADRIAN G. DIRASSAR</b> Barrister & Solicitor 2100 - 1075 West Georgia Street Vancouver, B.C. V8E 3G2 Ph (604) 631-3160	99	06	04	THE BANK OF NOVA SCOTIA by its authorized signatory(ies) duly appointed Attorney:  <b>COLIN DAVID LAIGHT</b> Vice-President, Credit of the British Columbia and Yukon, Territory Regional Office  AC006194 C/I R.120000



OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- \* if space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- \*\* if space insufficient, continue executions on additional page(s) in Form D.

OFFICER SIGNATURE(S)	EXECUTION DATE	TRANSFEROR/BORROWER/ PARTY SIGNATURE(S)
 J.S. Allen Olan Barrister & Solicitor 4038-200B Street Langley, B.C. V3A 1N7	Y M D 99 5 26	ENVER CREEK HOMES LTD. by its authorized signatory(ies)  K.H. SCHAEFFERS
SCOTT L. PERRIN Barrister & Solicitor 2100-1075 West Georgia Street Vancouver, B.C. V6E 3G2 Ph (604) 631-4841	99 5 28	THE TORONTO-DOMINION BANK by its authorized signatory(ies)  TIM A. HILL ACCOUNT MANAGER  JENINE MAHÉ CREDIT OFFICER B.C. REAL ESTATE GROUP 
As to the signature of the City Clerk		CITY OF SURREY by its authorized signatories  JORGEN JOHANSEN, Manager Facilities & Realty  DONNA KENNY City Clerk

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

---

**STATUTORY RIGHT-OF-WAY**

Project: 7896-0094-01

E-99-62

---

THIS INDENTURE DATED FOR REFERENCE 17<sup>th</sup> DAY OF June, 1999.

BETWEEN:

GIPAANDA GREENHOUSES LTD.  
(Incorporation #233812)  
8060 - 146 Street  
Surrey, B. C. V3S 3A5

as to an undivided nine tenths interest

and

JOHN PHILIP RYALL  
JOYCE GEORGINA RYALL  
8060 - 146 Street  
Surrey, B. C. V3S 3A5  
JOINT TENANTS

as to an undivided one tenths interest

(hereinafter called the "Grantor")

**OF THE FIRST PART**

CITY OF SURREY  
14245 - 56 Avenue  
Surrey, B.C.  
V3X 3A2

(hereinafter called the "Grantee")

**OF THE SECOND PART**

A. WHEREAS the Grantor is the owner in fee of those certain parcels or tracts of land and premises, situate, lying and being in the City of Surrey in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: 002-079-861

Lot 'B' Section 27, Township 2, New Westminster District, Plan 70158

(the "Lands")

B. AND WHEREAS to allow for storm sewer trunk and detention pond and the installation of works associated therewith (collectively the "Works"), the Grantor has agreed to permit the construction by the Grantee of the Works on the Lands, and has agreed to grant a Statutory Right-of-Way hereinafter defined which is necessary for the construction, operation, use and maintenance of the Works.

NOW THEREFORE in consideration of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada 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. The Grantor DOTH GRANT unto the Grantee and its successors and assigns forever a Statutory Right-of-Way and the full, free and unrestricted right and liberty to construct, operate, use and maintain the Works in, over and upon, all and singular, that certain parcel or tract of land and premises, situate, lying and being in the City of Surrey in the Province of British Columbia and more particularly known and described as:

That portion of Lot 'B' Section 27, Township 2, New Westminster District, Plan 70158 shown as Statutory Right-of-Way as outlined in heavy outline on reference plan LMP40756 containing 1.40 hectares dated January 18, 1999, certified correct by Grant Butler B.C.L.S., a copy of which is attached as Schedule A.

(the "Statutory Right-of-Way Area")

2. The Grantor hereby covenants and agrees that the Grantee shall have the right to:
  - a) enter upon and have free and uninterrupted access at all time to the Statutory Right-of-Way Area, with or without workmen, vehicles and equipment;
  - b) enter upon and have free and uninterrupted access to the Statutory Right-of-Way Area for the purpose of repairing, cleaning, upgrading, replacing and otherwise servicing the Works, upon the Lands.

3. The Grantor hereby covenants and agrees with the Grantee that the Grantor will not erect, place or maintain any building or structure on any portion of the Statutory Right-of-Way Area. The Grantor hereby covenants and agrees with the Grantee that the Grantee will allow an existing greenhouse building which encroaches onto the Statutory Right-of-Way Area, to remain until August 31, 2000. The Grantor further agrees with the Grantee, that the Grantor will remove the portion of the greenhouse building encroaching into the Statutory Right-of-Way Area on or before August 31, 2000. Should the Grantor fail to carry out these works, the City or its agents have the irrevocable right to enter onto the property and complete the required works.

4. The Grantor covenants and agrees that it will not do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular will not carry out blasting on or adjacent to the Statutory Right-of-Way Area, without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld.

The Grantor shall be entitled, but not obliged, to maintain the landscaping and the private access road in the Statutory Right-of-Way Area for so long as the house at 8060 - 146<sup>th</sup> Street remains on the Lands, and to use the existing private road through the Statutory Right-of-Way Area for so long as either the house remains on the Lands or the Grantor continues to use the Greenhouses on the Lands for agricultural purposes. The City reserves the right to disrupt this access for a temporary time period to carry out maintenance and/or repair of the City's infrastructure. After the maintenance work, the City will restore the access to its original condition.

5. The Grantor covenants and agrees with the Grantee that it will not diminish the soil cover in the Statutory Right-of-Way Area without the consent in writing of the Grantee, provided that such consent may not be unreasonably withheld.

6. The Grantor covenants and agrees with the Grantee that any and all chattels and fixtures installed by the Grantee on the Statutory Right-of-Way Area shall be and shall remain chattels and shall belong solely and exclusively to the Grantee.

7. The Grantee hereby covenants and agrees with the Grantor that the Grantee:

- (a) will not bury debris or rubbish of any kind in excavations or backfill and will remove shoring and like temporary structures as backfilling proceeds;
- (b) will thoroughly clean the Statutory Right-of-Way Area, raking up all rubbish and construction debris and leave the Statutory Right-of-Way Area in a neat and clean condition;

- (c) will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the Works in a proper and workmanlike manner;
- (d) will repair any damage to the Statutory Right-of-Way Area and Lands occasioned by its use of the Statutory Right-of-Way Area.

8. It is mutually understood, agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Statutory Right-of-Way Area and with respect only to that portion of the Statutory Right-of-Way Area of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall nevertheless be and remain at all times charged therewith.

9. The Grantor will dedicate and transfer the Statutory Right-of-Way Area to the City on or before November 30, 2000. Once the plan subdividing the Statutory Right-of-Way Area from the lands is accepted for registration in the New Westminster Land Titles Office and an indefeasible title in fee simple has been created and a Form A - Freehold Transfer transferring the Statutory Right-of-Way Area from the Grantor to the Grantee, then the Grantee will execute a discharge of this Statutory Right-of-Way Agreement. Notwithstanding the transfer of the Statutory Right-of-Way Area to the City, the Grantor's rights under paragraphs 3 and 4 shall continue in effect as provided in these paragraphs.



10. And that, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right-of-Way Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the said Works.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

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MEMORANDUM AS TO INTEREST

Mortgage BJ311410 registered at the Lands at the New Westminster Land Title Office is herein called the "Interest".

CONSENT TO PRIORITY

In consideration of \$1.00 paid by the Grantee to THE BANK OF NOVA SCOTIA (the "Mortgagee") the receipt of which is hereby acknowledged by the Mortgagee, being the holder of the Interest referred to in the memorandum above written, hereby joins in and consent to the granting of this Statutory Right-of-Way and hereby covenants that this Statutory Right-of-Way shall bind the interest in the Lands and shall rank in priority on the Lands over the Interest as if the Statutory Right-of-Way had been registered prior to the Interest.

OFFICER SIGNATURE(S)

EXECUTION DATE

TRANSFEROR/BORROWER/  
PARTY SIGNATURE(S)



**ADRIAN G. DIRASSAR**  
Barrister & Solicitor  
2100 - 1075 West Georgia Street  
Vancouver, B.C. V6E 3G2  
Ph (604) 631-3160

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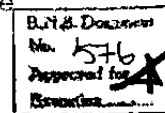
THE BANK OF NOVA SCOTIA

by its ~~authorized signatory~~ *most* duly appointed  
*Attorney*



**COLIN DAVID LAIGHT**  
Vice-President, Credit  
of the British Columbia and Yukon  
Territory Regional Office

AC066194 C/I R.125352



OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

MEMORANDUM AS TO INTEREST

Option to Purchase BM122034 registered at the Lands at the New Westminster Land Title Office is herein called the "Interest".

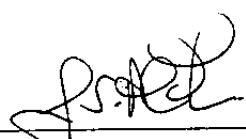
CONSENT TO PRIORITY

In consideration of \$1.00 paid by the Grantee to ENVER CREEK HOMES LTD. (the "Chargeholder") the receipt of which is hereby acknowledged by the Chargeholdere, being the holder of the Interest referred to in the memorandum above written, hereby ~~joins in and~~ consent to the granting of this Statutory Right-of-Way and hereby covenants that this Statutory Right-of-Way shall bind the interest in the Lands and shall rank in priority on the Lands over the Interest as if the Statutory Right-of-Way had been registered prior to the Interest.

OFFICER SIGNATURE(S)

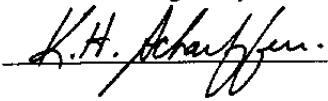
EXECUTION DATE

TRANSFEROR/BORROWER/  
PARTY SIGNATURE(S)

  
\_\_\_\_\_  
J.S. Allen Olson.  
Barrister & Solicitor  
4038 - 2008 Street  
Langley, B.C.  
V3A 1N9

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ENVER CREEK HOMES LTD. by  
its authorized signatory(ies)

  
\_\_\_\_\_  
K.H. SCHMEPPERS

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

MEMORANDUM AS TO INTEREST

Mortgage BN10371 and Assignment of Rents BN10372 registered at the Lands at the New Westminster Land Title Office is herein called the "Interest".

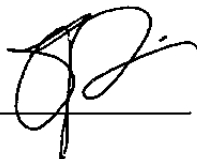
CONSENT TO PRIORITY

In consideration of \$1.00 paid by the Grantee to THE TORONTO-DOMINION BANK (the "Mortgagee") the receipt of which is hereby acknowledged by the Mortgagee, being the holder of the Interest referred to in the memorandum above written, hereby joins in and consent to the granting of this Statutory Right-of-Way and hereby covenants that this Statutory Right-of-Way shall bind the interest in the Lands and shall rank in priority on the Lands over the Interest as if the Statutory Right-of-Way had been registered prior to the Interest.

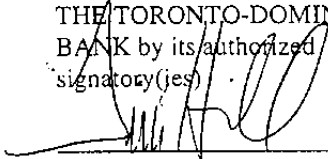
OFFICER SIGNATURE(S)

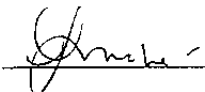
EXECUTION DATE

TRANSFEROR/BORROWER/  
PARTY SIGNATURE(S)

  
 \_\_\_\_\_  
**SCOTT L. PERRIN**  
 Barrister & Solicitor  
 2100 - 1075 West Georgia Street  
 Vancouver, B.C. V6E 3G2  
 Ph (604) 631-4841

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THE TORONTO-DOMINION  
 BANK by its authorized  
 signatory(ies)  
  
 \_\_\_\_\_  
**TIM A. HILL**  
 ACCOUNT MANAGER

  
 \_\_\_\_\_  
**JENINE MAHÉ**  
 CREDIT OFFICER  
 B.C. REAL ESTATE GROUP

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

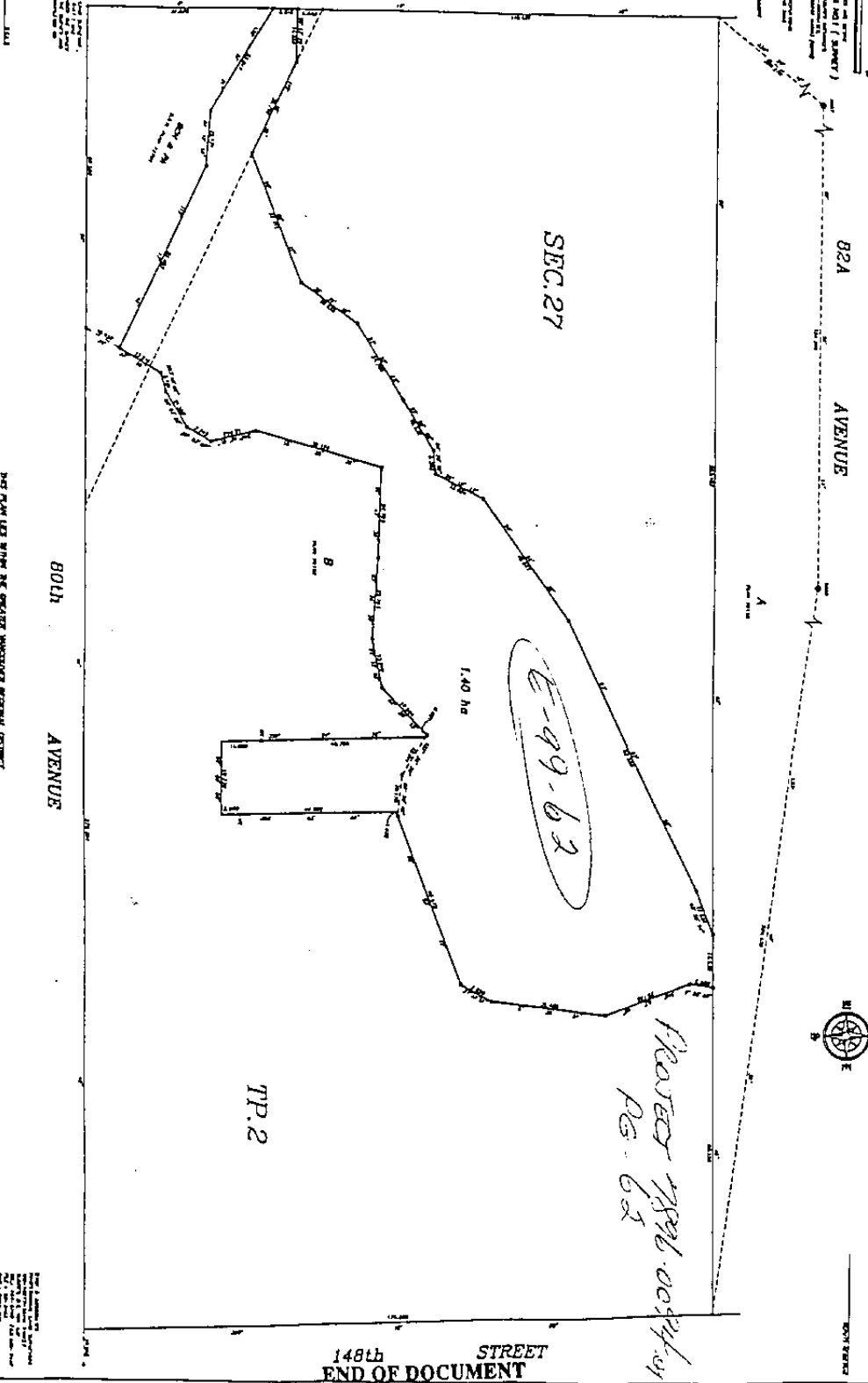
SCHEDULE A

Page 13  
13 pages

REFERENCE PLAN OF STATUTORY RIGHT OF WAY OF PART OF LOT B  
SECTION 27 TOWNSHIP 2 NEW WESTMINSTER DISTRICT PLAN 7015B  
RECT. SURVEY

SCALE 1:1000  
PROPOSED SURVEY AND NOT (L. SURVEY)  
THIS PLAN IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE  
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS  
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS  
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS

RRD



PLAN LMP 40716

Proctor 7596.00/27.01  
PG. 62

148th STREET  
END OF DOCUMENT

THIS PLAN USES THE NEW WESTMINSTER DISTRICT PLAN 7015B  
RECT. SURVEY

SCHEDULE "E"

**ENVER CREEK COMMUNITY DETENTION POND  
& TRUNK STORM SEWER**

**DEVELOPMENT WORKS AGREEMENT**

*SPECIFIED UNIT CHARGE & ANNUAL ADJUSTMENT TABULATION:*

Year	Annual Adjustment	Unit Charge
2000	--	\$ 1,214.34
2001	5%	1,275.06
2002	5%	1,338.81
2003	5%	1,405.75
2004	5%	1,476.04
2005	5%	1,549.84
2006	5%	1,627.33
2007	5%	1,708.70
2008	5%	1,794.13
2009	5%	1,883.84
2010	5%	1,978.03