



LAND TITLE SEARCH RESULT

REAL ESTATE BOARD OF GREATER VANCOUVER

FROM: Real Estate Board of Greater Vancouver
2433 Spruce St.
Vancouver, British Columbia
V3T 4W4

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Requested by: MLS Department

Page Count: 10 (including this page)

Date: Thursday, March 17, 2016

Transaction: 42736-0007

Your Reference: Don Butt

MLS: R2046915

RE/MAX Sabre Realty Group

(O): 604-942-0606, (F): 604-942-9533

Route:

Listing Address: 205 300 KLAHANIE DRIVE , CITY OF PORT MOODY
(as entered by REBGV)

For Your Information:

The Registered Owner address shown on the title may not reflect the legal address of the property. It is the mailing address of the owner for tax billing purposes.

NEW WESTMINSTER LAND TITLE OFFICE

TITLE NO: BB881553

FROM TITLE NO: CA349838

APPLICATION FOR REGISTRATION RECEIVED ON: 17 JULY, 2008

ENTERED: 31 JULY, 2008

REGISTERED OWNER IN FEE SIMPLE:

MELINA DEE ROUSSELLE, ACCOUNTANT
205 - 300 KLAHANIE DRIVE
PORT MOODY, BC
V3H 5L1

TAXATION AUTHORITY:

CITY OF PORT MOODY

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 026-764-687
STRATA LOT 128 DISTRICT LOTS 190, 233 AND 235 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN BCS1961
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT BW478118 OVER LOT 6 PLAN BCP13958
MODIFIED BY BX102633

HERETO IS ANNEXED EASEMENT BW569458 OVER PORTIONS OF LOT 1
PLAN BCP8948 SHOWN ON PLAN BCP8949

HERETO IS ANNEXED EASEMENT BW569462 OVER PORTIONS OF LOT 4
PLAN BCP13958 SHOWN ON PLAN BCP8949 AND CROSS HATCHED ON PLAN BCP15053

HERETO IS ANNEXED EASEMENT BX102636 OVER LOT 1 PLAN BCP8948 AND
LOT 6 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102639 OVER LOT 4 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102642 OVER LOT 4 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102645 OVER LOT 4 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102646 OVER LOT 6 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102650 OVER LOT 1 PLAN BCP8948

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

STATUTORY RIGHT OF WAY

BV537392 2003-12-24 09:27

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BV537392

REMARKS: INTER ALIA

COVENANT

BV537396 2003-12-24 09:28

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

THE CROWN IN RIGHT OF BRITISH COLUMBIA

BV537396

REMARKS: INTER ALIA

EASEMENT

BX102634 2005-01-13 13:55

REMARKS: INTER ALIA

APPURTENANT TO LOT 5 PLAN BCP13958

EASEMENT

BX102635 2005-01-13 13:55

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102638 2005-01-13 13:56

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102641 2005-01-13 13:56

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102644 2005-01-13 13:57

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102647 2005-01-13 13:58

REMARKS: INTER ALIA

APPURTENANT TO LOT 6 PLAN BCP13958

EASEMENT

BX102651 2005-01-13 13:59

REMARKS: INTER ALIA

APPURTENANT TO LOT 1 PLAN BCP8948

COVENANT

BX425810 2005-03-30 13:54

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BX425810

REMARKS: INTER ALIA

COVENANT

BX425813 2005-03-30 13:54

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BX425813

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX353045 2005-07-19 11:02

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

BX353045

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX353046 2005-07-19 11:02

REGISTERED OWNER OF CHARGE:

TELUS COMMUNICATIONS INC.

INCORPORATION NO. A55547

BX353046

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX594915 2005-12-15 10:00

REGISTERED OWNER OF CHARGE:

SHAW CABLESYSTEMS LIMITED

INCORPORATION NO. A60221

BX594915

REMARKS: INTER ALIA

MORTGAGE

BB881554 2008-07-17 14:25
REGISTERED OWNER OF CHARGE:
THE TORONTO-DOMINION BANK
BB881554

'CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A.'

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

NEW WESTMINSTER LAND TITLE OFFICE
COMMON PROPERTY STRATA PLAN: BCS1961

TRANSFERS: NONE

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT BW478118 OVER LOT 6 PLAN BCP13958
MODIFIED BY BX102633

HERETO IS ANNEXED EASEMENT BW569458 OVER PORTIONS OF LOT 1
PLAN BCP8948 SHOWN ON PLAN BCP8949

HERETO IS ANNEXED EASEMENT BW569462 OVER PORTIONS OF LOT 4
PLAN BCP13958 SHOWN ON PLAN BCP8949 AND CROSS HATCHED ON PLAN BCP15053

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HERETO IS ANNEXED EASEMENT BX102645 OVER LOT 4 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102646 OVER LOT 6 PLAN BCP13958

HERETO IS ANNEXED EASEMENT BX102650 OVER LOT 1 PLAN BCP8948

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

COVENANT

BT304477 2002-08-22 09:03

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BT304477

REMARKS: INTER ALIA

EXTENDED BY BV537381

MODIFIED BY BV537386

MODIFIED BY BX425800

MODIFIED BY BA286760

MODIFIED BY BB79393

COVENANT

BV537386 2003-12-24 09:25

REMARKS: INTER ALIA

MODIFICATION OF BT304477

STATUTORY RIGHT OF WAY

BV537390 2003-12-24 09:26

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BV537390

REMARKS: INTER ALIA

PARTS (0.145 HECTARES AND 169 SQUARE METRES)

SHOWN ON PLAN BCP8949

MODIFIED BY BX200760

STATUTORY RIGHT OF WAY

BV537392 2003-12-24 09:27

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BV537392

REMARKS: INTER ALIA

EQUITABLE CHARGE

BV537393 2003-12-24 09:27

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BV537393

REMARKS: INTER ALIA

COVENANT

BV537396 2003-12-24 09:28

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

THE CROWN IN RIGHT OF BRITISH COLUMBIA

BV537396

REMARKS: INTER ALIA

EASEMENT

BW569460 2004-12-16 14:55

REMARKS: PORTIONS SHOWN ON PLAN BCP8949 AND HATCHED ON

PLAN BCP15053, APPURTENANT TO LOT 1 PLAN BCP8948

EASEMENT

BW569461 2004-12-16 14:55

REMARKS: PORTIONS SHOWN ON PLAN BCP8949 AND HATCHED ON

PLAN BCP15053, APPURTENANT TO LOT 4 PLAN BCP13958

MODIFICATION

BX200760 2005-01-05 15:03

REMARKS: INTER ALIA

MODIFICATION OF BV537390

EASEMENT

BX102634 2005-01-13 13:55

REMARKS: INTER ALIA

APPURTENANT TO LOT 5 PLAN BCP13958

EASEMENT

BX102635 2005-01-13 13:55

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102638 2005-01-13 13:56

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102641 2005-01-13 13:56

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102644 2005-01-13 13:57

REMARKS: INTER ALIA

APPURTENANT TO LOT 4 PLAN BCP13958

EASEMENT

BX102647 2005-01-13 13:58

REMARKS: INTER ALIA

APPURTENANT TO LOT 6 PLAN BCP13958

EASEMENT

BX102651 2005-01-13 13:59

REMARKS: INTER ALIA

APPURTENANT TO LOT 1 PLAN BCP8948

MODIFICATION

BX425800 2005-03-30 13:52

REMARKS: INTER ALIA

MODIFICATION OF BT304477

COVENANT

BX425810 2005-03-30 13:54

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BX425810

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX425812 2005-03-30 13:54

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BX425812

REMARKS: PLAN BCP16638

COVENANT

BX425813 2005-03-30 13:54

REGISTERED OWNER OF CHARGE:

CITY OF PORT MOODY

BX425813

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX353045 2005-07-19 11:02

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

BX353045

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX353046 2005-07-19 11:02

REGISTERED OWNER OF CHARGE:

TELUS COMMUNICATIONS INC.

INCORPORATION NO. A55547

BX353046

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BX184931 2005-08-30 10:25

REGISTERED OWNER OF CHARGE:

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT

BX184931

REMARKS: PLAN BCP19479

STATUTORY RIGHT OF WAY

BX594915 2005-12-15 10:00

REGISTERED OWNER OF CHARGE:

SHAW CABLESYSTEMS LIMITED

INCORPORATION NO. A60221

BX594915

REMARKS: INTER ALIA

MODIFICATION

BA286760 2006-05-09 14:59

REMARKS: INTER ALIA

MODIFICATION OF BT304477

LEASE

BA194287 2006-07-21 10:23

REGISTERED OWNER OF CHARGE:

POLYGON PARKING LIMITED

INCORPORATION NO. 457826

BA194287

REMARKS: PORTIONS SHOWN ON PLAN BCP24982

CONTAINING .800 HECTARES, 125 SQUARE METERS,

170 SQUARE METERS AND 111 SQUARE METERS

'CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A.'

CORRECTIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

PARCEL IDENTIFIER (PID): 026-764-687

SHORT LEGAL DESCRIPTION:S/BCS1961/////128

MARG:

TAXATION AUTHORITY:

1 CITY OF PORT MOODY

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 128 DISTRICT LOTS 190, 233 AND 235 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN BCS1961

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN BCP13958

SUBDIVISION PLAN BCP8948

STRATA PLAN BCS1961

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1



Spagnuolo & Company Real Estate Lawyers



Explanation of Lease Registration Number BA194287

This Charge BA194287 is a Lease. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge provides notice of a lease over portions of the lands, shown on the explanatory plan attached to the charge, for parking stall and residential storage lockers. The lease is made in anticipation of the lands being subdivided by way of Strata Plan and is the mechanism for the assignment of individual stalls and lockers to owners of Strata Lots. The Strata Corporation will be responsible for maintenance of the leased areas. Only owners of strata lots (or the Strata Corporation) may receive assignments, and assignments may be exchanged between owners provided that each Strata Lot has at least one associated parking stall (but not a storage locker). Storage lockers shall not be used for storage of hazardous materials or any purpose other than storage of household items.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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LAND TITLE ACT
FORM C

21 JUL 2006 10 23

BA194287 ✓

[Section 233]
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

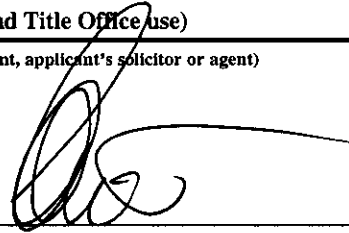
(This area for Land Title Office use)

PAGE 1 OF 15 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

FRASER MILNER CASGRAIN LLP
Barristers & Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460


signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)
026-244-608 LOT 7 DISTRICT LOTS 190, 233 AND 235 GROUP 1 NWD PLAN BCP 16637 ✓

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST	
Lease over a portion of Lot 7, Plan BCP16637, in Explanatory Plan BCP <u>24982</u> containing .800 ha, 125 m ² , 170 m ² and 111 m ²	Entire Instrument	Transfer free CHARGE 06/07/21 10:21:51 02 LM	720547 \$65.20 10

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

- (a) Filed Standard Charge Terms _____ D.F. No.
- (b) Express Charge Terms X 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 the 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):*

 POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. No. 636904)

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON PARKING LIMITED, (Inc. No. 457826), of Suite 900, 1333 West Broadway, Vancouver, British Columbia V6H 4C2

7. ADDITIONAL OR MODIFIED TERMS: *


N/A

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

Parking / Storage Locker Lease
507985-000100-813492v1

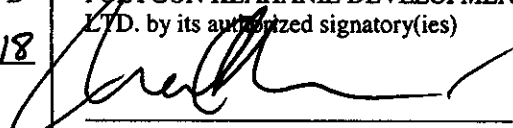
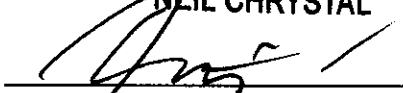
8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge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

Officer Signature(s)

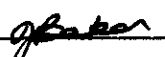

Print Name
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Execution Date		
Y	M	D
06	07	18

Transferor(s) Signature(s)
POLYGON KLAHANIE DEVELOPMENT
LTD. by its authorized signatory(ies)

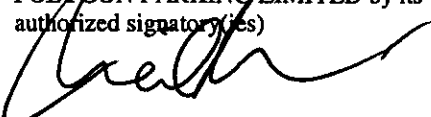


Print Name **NEIL CHRYSAL**

Print Name **RALF SCHMIDTKE**

Officer Signature(s)


Print Name
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Execution Date		
Y	M	D
06	07	18

Transferor(s) Signature(s)
POLYGON PARKING LIMITED by its
authorized signatory(ies)


Print Name **NEIL CHRYSAL**

Print Name **RALF SCHMIDTKE**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

GENERAL INSTRUMENT – PART 2
PARKING STALL AND STORAGE LOCKER LEASE
THE TIDES PROJECT

THIS AGREEMENT made as of the 18th day of July, 2006.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD., a British Columbia company with an office at Suite 900 – 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(the “Owner”)

AND:

POLYGON PARKING LIMITED., a British Columbia company with an office at Suite 900 – 1333 West Broadway Vancouver, British Columbia, V6H 4C2

(the “Tenant”)

WHEREAS:

A. The Owner is the registered owner of certain lands and premises located in Port Moody, British Columbia, and legally described as:

PID: 026-244-608

Lot 7, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP16637;

B. The Owner has agreed to lease to the Tenant all of the resident and visitor parking stalls (the “Stalls”, the “Visitor Stalls” and collectively, the “Stalls”) containing 0.800 hectares and all of the storage lockers (the “Storage Lockers”) containing 406 square metres (125 square metres, 170 square metres and 111 square metres) in the underground parking facility located on the Lands and shown outlined in heavy black line on the parking/locker plan (the Parking Stall and Storage Locker Plan”), a reduced copy of which is attached hereto as Schedule “A” which was prepared by R.J. Esson, B.C.L.S. and certified correct the 4th day of May, 2006, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease to particular Stalls and Storage Lockers and to grant a partial assignment of this

Lease pertaining to the Visitor Parking Stalls to the Strata Corporation (hereinafter defined), with the particular Stalls, Visitor Stalls and Storage Lockers identified on the drawing attached hereto as Schedules "C", "C-1" and "C-2" (the "Parking Stall and Storage Locker Location Plan");

C. After entering into this Lease, the Owner proposes to subdivide the Property by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "Strata Development");

D. The Strata Plan will designate the Visitor Stalls and the Stalls and the Storage Lockers as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

E. Each of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease and, if applicable, a document securing or evidencing this Sublease.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

1.0 GRANT AND TERM

1.1 Grant

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and the Storage Lockers as shown outlined on the Parking Stall and Storage Locker Location Plan.

1.2 Term

The term (the "Term") of this Lease will commence on the 19th day of July, 2006 and terminate on the earlier of:

- (a) the date the Strata Corporation be dissolved; and
- (b) The date the registrar of titles under the *Land Title Act* orders the Strata Corporation be dissolved;

1.3 Rent

The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant, any assignee of a partial assignment under this Lease or any user of a particular Visitor Stall on an hourly basis for the use and enjoyment of a Stall and/or Storage Locker.

2.0 SUBDIVISION BY STRATA PLAN

2.1 Strata Plan

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and upon the subdivision of the Lands by means of the Strata Plan such covenants and obligations will:

- (a) continue to run with and bind each subdivided parcel which contains a Stall and/or Storage Locker; and
- (b) with respect to the Stalls and the Storage Lockers, be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development.

2.2 Common Property

This Lease is intended to apply only to a portion of the common property, which will be created upon the deposit for registration of the Strata Plan, and not at any time to burden the title to any individual strata lot.

3.0 MAINTENANCE AND ENCUMBRANCES

3.1 Maintenance

The Owner confirms that until the deposit for registration of the Strata Plan, the Owner will be solely responsible for the control, management and administration of the Stalls and the Storage Lockers but thereafter, pursuant to Section 2.0 the Strata Corporation will assume full responsibility for the control, management and administration of the Stalls and the Storage Lockers as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Stalls and the Storage Lockers as long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease.

3.2 Alterations

The Tenant, its successors and permitted assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Stalls or the Storage Lockers. Any such alterations or repairs are the sole responsibility of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation.

3.3 Storage in Storage Lockers

The Tenant shall not store any combustible, hazardous or dangerous materials or items in the Storage Lockers nor use the Storage Lockers for any purpose other than the storage of personal or household items.

3.4 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

4.0 ASSIGNMENT

4.1 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stalls and/or Storage Lockers to purchasers of strata lots within the Strata Development or to the Strata Corporation and with respect to the Visitor Stalls to the Strata Corporation only. Any such assignment except the assignment of the Visitor Stalls which shall be for the consideration of the premises and the sum of \$10.00, will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Storage Locker:

- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Storage Stall Locker so assigned for the balance of the Term;
- (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;
- (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation; and

- (d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

4.2 Automatic Assignment

If a holder of an interest in a Stall and/or Storage Locker sells all of his or her interest in a strata lot within the Strata Development to which such Stall and/or Storage Locker is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Stall and/or Storage Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Stall and/or Storage Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Storage Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers

- (a) A holder of an interest (the "First Owner") in a Stall and/or Storage Locker (the "First Stall/Storage Locker") may exchange his or her interest in the First Stall/Storage Locker with the holder of an interest (the "Second Owner") in a different Stall and/or Storage Locker (the "Second Stall/Storage Locker") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Storage Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Storage Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule "B". The exchange will be on the terms set out in Sections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).
- (b) A holder of an interest (the "First Owner") in a Stall and/or Storage Locker may transfer his or her interest in such Stall and/or Storage Locker to an owner of a strata lot within the Strata Development or the Strata Corporation (the "Second Owner") for such consideration as the First Owner may in his or her discretion determine provided that following the transfer, the First Owner is left with an interest in at least one Stall. A First Owner is not required to be left with an interest in a Storage Locker. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as

Schedule "B". The transfer will be on the terms set out in Sections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(b).

4.4 Consents

The consent of the Strata Corporation will not be required for any partial assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.5 Form of Partial Assignments

Subject to Section 4.2, all partial assignments of this Lease will be substantially in the form attached hereto as Schedule "B". No such partial assignment will be registrable by an assignee in any Land Title Office.

4.6 Release of Assignors

Upon the partial assignment (including an automatic assignment pursuant to Section 4.2) of this Lease pertaining to a particular Stall and/or Storage Locker, the Tenant and any subsequent assignor of an interest in such Stall and/or Storage Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Storage Locker.

4.7 Register of Partial Assignments

The Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all Stalls and Storage Lockers and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Stall and/or Storage Locker assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the strata lot within the Strata Development owned by the assignee to which such Stall and/or Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Stall and/or Storage Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Storage Locker is assigned and the number of the strata lot within the Strata Development to which such Stall and/or Storage Locker is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall and/or Storage Locker under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

5.0 MISCELLANEOUS

5.1 Form of Agreement

Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.

5.2 Definitions

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease.

5.3 Enurement

This Lease will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written on the Land Title Act Form C – Part I to which it is attached.

SCHEDULE "A"

EXPLANATORY PLAN TO ACCOMPANY A LEASE OF A PORTION OF THE PARKING FLOOR OF A BUILDING SITUATED ON LOT 7, DISTRICT LOTS 190, 233 AND 235, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN BCP16637 PURSUANT TO SEC. 99 (1) (a) L.T.A.

PLAN BCP 24982

SCALE - 1:300
0 5 10 20
METERS



UNDESIGNED SURVEY AREA
No. 20 (COPY BY PLAN OFFICE) (MAY 2007)
B.C.L.A. 100-638

MURRAY STREET

PARK

SIZE OF RESOURCE	
HAIR ACCESSORIES	200sqm
PAVING	600sqm
STORAGE VEHICLES	1200sqm
STORAGE CARS	1100sqm
STORAGE BIKES	1100sqm

D.L. 190
Gp. 1

BCS1114

D.L. 233
Gp. 1

D.L. 235
Gp. 1

BCS1671

KLAHANIE DRIVE

TABLE OF SCALE, PLAN, AND
- SCALE 1:300 (AS SHOWN ON PREVIOUS SHEET)
- SCALE 1:300 (AS SHOWN ON THIS SHEET)
- SCALE 1:300 (AS SHOWN ON THIS SHEET)

LEGEND

--- : UNDESIGNED SURVEY AREA

--- : ALL LEASE HOLDING AREAS

--- : UNDESIGNED SURVEY AREA

--- : UNDESIGNED SURVEY AREA

--- : UNDESIGNED SURVEY AREA

--- : UNDESIGNED SURVEY AREA

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--- : UNDESIGNED SURVEY AREA

DESIGNED COURTYARD ACCORDING TO THE PLAN
BY: OFFICE OF THE CITY ENGINEER
DATE: 10/10/07
BY: [Signature]
10/10/07

SCHEDULE "B"
THE TIDES PROJECT

PARKING STALL/STORAGE LOCKER ASSIGNMENT

BETWEEN:

POLYGON PARKING LIMITED, Incorporation No., 457826
Suite 900, 1333 West Broadway
Vancouver, British Columbia V6H 4C2

(the "Assignor")

AND:

(the "Assignee")

RE: Parking Stall No. _____ (the "Stall") and/or Storage Locker No. _____ (the "Storage Locker") shown on the Parking Stall and Storage Locker Plan (as defined in the Lease) for The Tides.

WHEREAS the Assignor is the lessee of the Stall and Storage Locker and the Assignee is the registered owner or purchaser of strata lot _____ (the "Strata Lot") (Suite No. _____) in The Tides.

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment

The Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated made between Polygon Klahanie Development Ltd., as Owner, and Polygon Parking Limited, as tenant registered in the Land Title Office under No. BA _____; pertaining to the exclusive right to the

Lease the Stall and/or Storage Locker for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan No. BCS_____ (the "Strata Corporation") with a copy to Polygon Parking Limited.

2. Assignment Contingent Upon Strata Lot Ownership

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall for as long as the Assignee owns the Strata Lot.

3. Compliance

The Assignee agrees to use the Stall and/or Storage Locker in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.

4. Sale or Disposition

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. Acknowledgment

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. Enurement

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

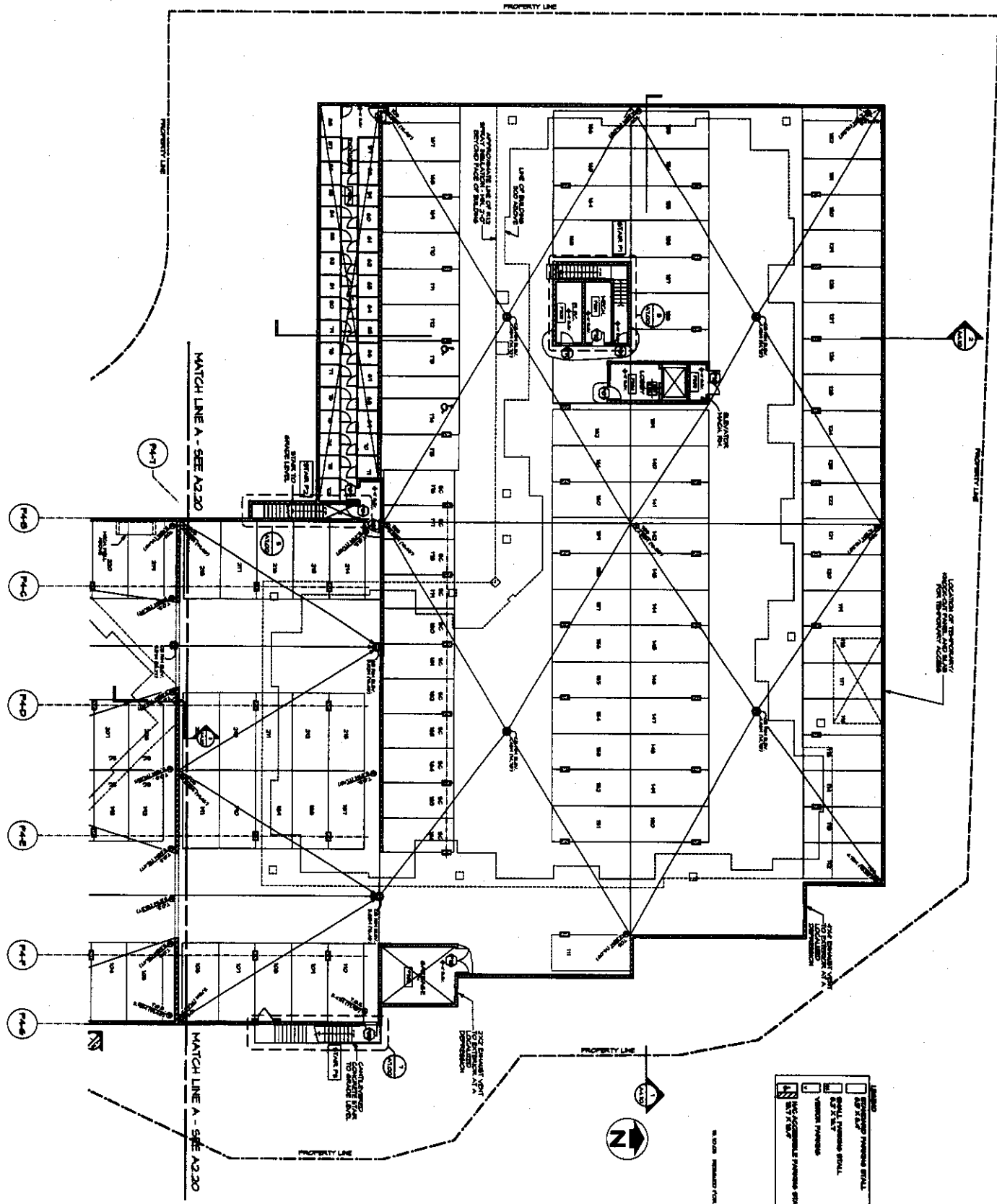
The parties have executed this Assignment effective as of the ___ day of _____, 20__.

POLYGON PARKING LIMITED

Assignor

Assignee

SCHEDULE "C"



PROJECT NO.	DATE	SCALE
A2.10		

PARKADE BUILDING 300

TIDES
AT KILHAMITE
ARCHITECTS & PLANNERS
FARMINGTON, CT

POLYGON
RBA
ARCHITECTURAL ARCHITECTURE INC.

1000 Pine Street
Vero Beach, FL 32980
Tel: (888) 997-4911
Fax: (888) 997-4911
E-mail: info@polygonrba.com

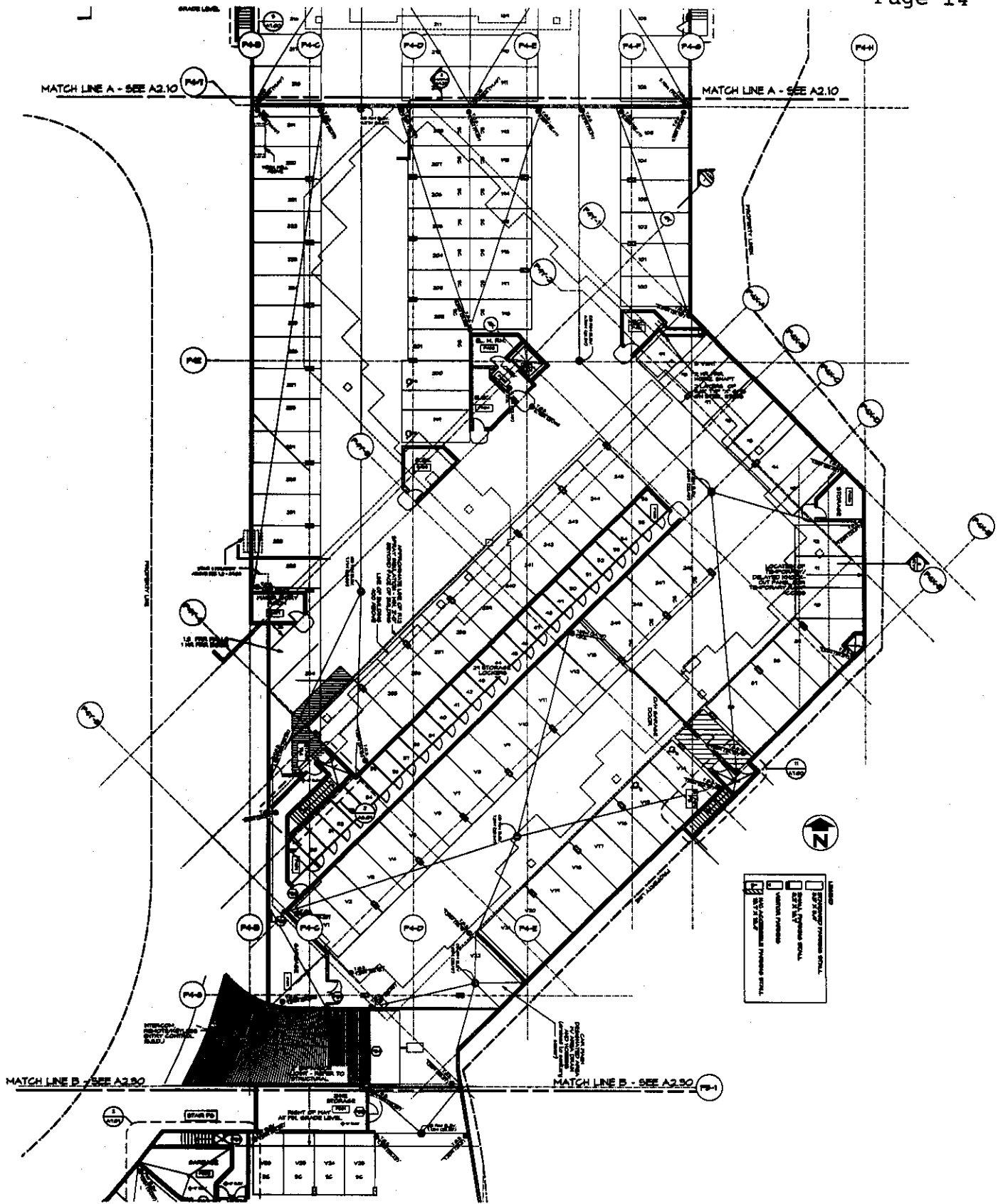
LEGEND

- REVISIONS
- PROPOSED
- EXISTING

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. REFER TO SCHEDULE "A" FOR FINISHES AND MATERIALS.
3. REFER TO SCHEDULE "B" FOR MECHANICAL, ELECTRICAL, AND PLUMBING.
4. REFER TO SCHEDULE "D" FOR STRUCTURAL DETAILS.
5. REFER TO SCHEDULE "E" FOR ELEVATIONS.
6. REFER TO SCHEDULE "F" FOR SECTION CUTS.
7. REFER TO SCHEDULE "G" FOR DETAILS.
8. REFER TO SCHEDULE "H" FOR DETAILS.
9. REFER TO SCHEDULE "I" FOR DETAILS.
10. REFER TO SCHEDULE "J" FOR DETAILS.

SCHEDULE "C-1"



1	EXISTING
2	NEW
3	REMOVE
4	AS SHOWN

A220

**PACKAGE PLAN
PLAN - BLDG 400**

**TIDES
AT KILBANE**

**POLYGON
RBA**

**POLYGON
RBA**

**POLYGON
RBA**

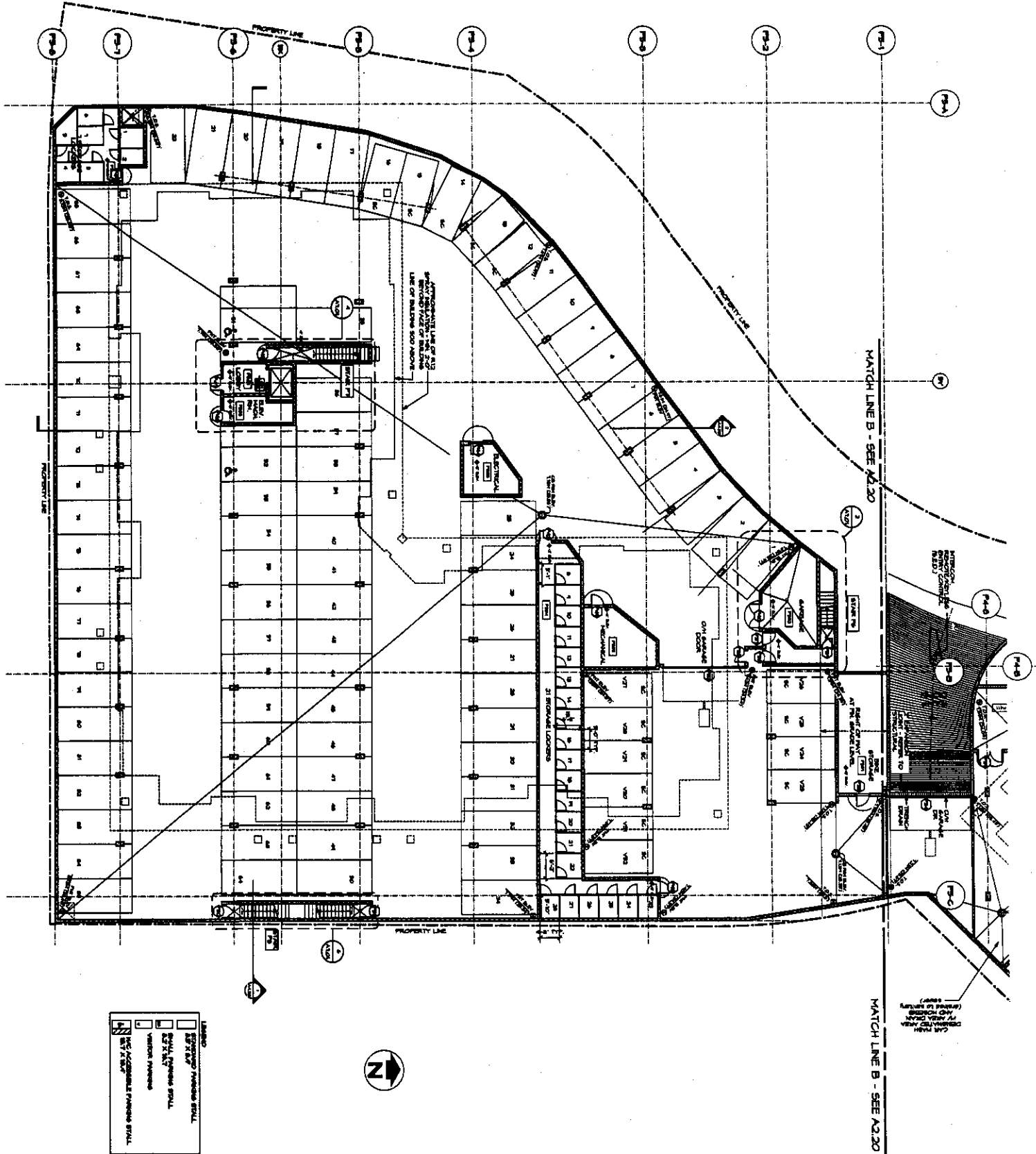
**POLYGON
RBA**

**POLYGON
RBA**

**POLYGON
RBA**

**POLYGON
RBA**

SCHEDULE "C-2"



LEGEND

	STRUCTURAL FRAME STALL
	STALL FRAME STALL
	VENDOR FRAME STALL
	STRUCTURAL FRAME STALL

NO.	DATE	DESCRIPTION
1	1-10-07	ISSUED FOR PERMITS
2	1-10-07	ISSUED FOR PERMITS
3	1-10-07	ISSUED FOR PERMITS
4	1-10-07	ISSUED FOR PERMITS
5	1-10-07	ISSUED FOR PERMITS
6	1-10-07	ISSUED FOR PERMITS
7	1-10-07	ISSUED FOR PERMITS
8	1-10-07	ISSUED FOR PERMITS
9	1-10-07	ISSUED FOR PERMITS
10	1-10-07	ISSUED FOR PERMITS
11	1-10-07	ISSUED FOR PERMITS
12	1-10-07	ISSUED FOR PERMITS
13	1-10-07	ISSUED FOR PERMITS
14	1-10-07	ISSUED FOR PERMITS
15	1-10-07	ISSUED FOR PERMITS
16	1-10-07	ISSUED FOR PERMITS
17	1-10-07	ISSUED FOR PERMITS
18	1-10-07	ISSUED FOR PERMITS
19	1-10-07	ISSUED FOR PERMITS
20	1-10-07	ISSUED FOR PERMITS
21	1-10-07	ISSUED FOR PERMITS
22	1-10-07	ISSUED FOR PERMITS
23	1-10-07	ISSUED FOR PERMITS
24	1-10-07	ISSUED FOR PERMITS
25	1-10-07	ISSUED FOR PERMITS
26	1-10-07	ISSUED FOR PERMITS
27	1-10-07	ISSUED FOR PERMITS
28	1-10-07	ISSUED FOR PERMITS
29	1-10-07	ISSUED FOR PERMITS
30	1-10-07	ISSUED FOR PERMITS
31	1-10-07	ISSUED FOR PERMITS

TIDES
AT KILHAMIE
 200 W. 10th Street
 PORTLAND, OR 97204
 TEL: (503) 464-4441
 FAX: (503) 464-4441
 www.tides.com

POLYGON
REGA
 1808 Pine Street
 Vancouver, B.C.
 V6L 5C9
 Tel: (604) 687-4741
 Fax: (604) 687-4441
 admin@hobocorndesigns.com

END OF DOCUMENT

NOT TO SCALE FOR CONSTRUCTION

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	STRUCTURAL FRAME STALL
	STALL FRAME STALL
	VENDOR FRAME STALL

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Spagnuolo & Company Real Estate Lawyers



Explanation of Modification Registration Number BA286760 modification of BT304477

Charge BA286760 is a modification of Covenant BT304477. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge modifies covenant BT304477 that had previously been extended by BV537381, and modified by BV537386 & BX425800. The covenant is modified to reflect an updated Concept Plan, attached to the charge. The Concept Plan is referenced in a substituted section 4(c). Schedule A to this modification replaces the page of schedule A of the development agreement.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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-9 MAY 2006 14 59

BA286760

LAND TITLE ACT
FORM C

(Section 233)
Province of British Columbia

1#

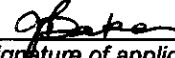
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 6 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
c/o Joscelyn Baker
Suite 900 - 1333 West Broadway
Vancouver, British Columbia V6H 4C2
Telephone: 604-871-4244

West Coast
Agent # 10350


signature of applicant, applicant's solicitor or agent
Joscelyn Baker

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE

183.

NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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

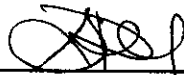
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):
See Schedule
14 06/05/09 14:57:19 03 LM 704147
6. TRANSFEREE(S): (including postal address(es) and postal code(s))
See Schedule CHARGE \$65.20

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 Transferor(s) 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)

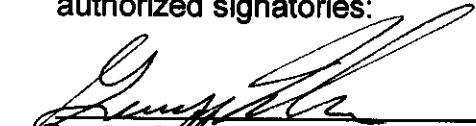


Stephanie Riley
A Commissioner For Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 3E1

Execution Date

Y	M	D
06	04	25
06	04	25

Party(ies) Signature(s)

CITY OF PORT MOODY by its
authorized signatories:


GIUSEPPE TRASOLINI, MAYOR




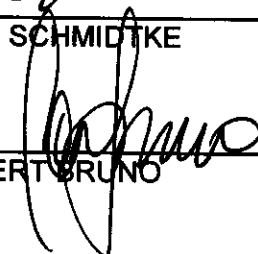
KELLY KENNEY, CITY CLERK

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 6 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 _____ Joscelyn Baker Barrister & Solicitor 900 – 1333 West Broadway Vancouver, BC V6H 4C2 604-871-4244	06	03	09	POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatories:  _____ RALF SCHMIDTKE
(as to both signatures)	06	03	10	 _____ ROBERT BRUNO

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

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

025-836-293

Lot 3 Except, Firstly: Part on Plan BCP13958, Secondly; Part on Plan BCP16637, Thirdly, Part on Plan BCP21667, District Lots 190, 233 & 235 Gp 1 NWD Plan BCP8948

026-080-346

Lot 5, District Lots 190 and 235 Gp 1 NWD Plan BCP13958

026-244-608

Lot 7, District Lots 190, 233 and 235, Gp 1, NWD Plan BCP16637

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Modification of Section 219 Covenant BT304477 as extended by BV537381 and modified by BX425800 and modified by BV537386

Page 5 Paragraph 1

Transferee, City of Port Moody

5. TRANSFEROR(S):

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation No. 636904)

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

CITY OF PORT MOODY City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

TERMS OF INSTRUMENT - PART 2

THIS Modification dated for reference October 12, 2005.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C.
V6M 4C2

(the "Developer")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

WHEREAS:

- A. The Developer is the registered owner of the lands described in Item 2 of the Form C General Instrument Part 1 to which these Terms of Instrument Part 2 are attached (the "Lands");
- B. There is a Section 219 Covenant registered against title to the Lands in favour of the City under No. BT304477, as extended by BV537381 and modified by BV537386 and BX425800 (the "Covenant");
- C. The City requires that the Covenant be modified to reflect an updated Concept Plan referenced in the Covenant;

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the terms of this Covenant and the sum of \$1.00 now paid by the City to the Developer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby covenants and agrees as follows:

1. The Developer and the City each acknowledge and agree that the Covenant is modified as follows:

- (a) by deleting the existing Section 4 (c) and replacing it with Section 4 (c) as follows:

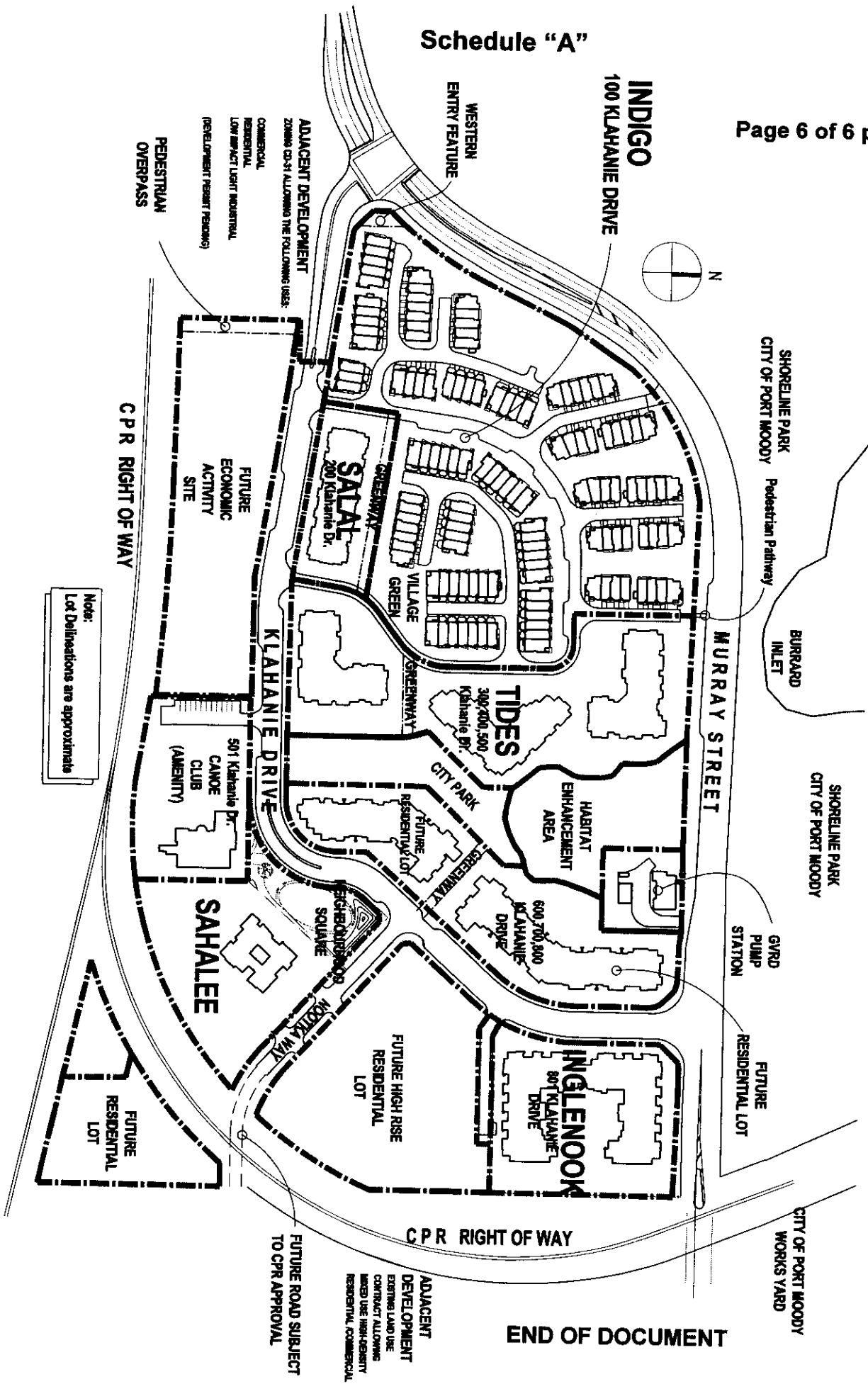
"The Developer covenants and agrees that a part of Schedule "A" shall be the Concept Plan, which shall form part of Schedule "A" to this Agreement, provided that in the event of any inconsistency between the said Concept Plan and the remainder of Schedule "A", the Concept Plan shall govern, provided that such Concept Plan may be revised pursuant to development authorizations and development variance permits, as necessary, approved by the City.", and

- (b) by deleting the document attached as the last page of Schedule "A" to the Covenant and replacing it with the document that is attached to this Modification as Schedule "A".

2. The Developer and the City each acknowledge and agree that, except as modified in this Modification, the Covenant, Development Agreement and Schedule "A" remain in full force and effect and the Covenant will not be further modified or amended except in strict conformance with the terms and requirements thereof.

IN WITNESS WHEREOF the parties hereby acknowledge that this Modification has been duly executed and delivered by executing the Forms C and D attached to these Terms of Instrument Part 2.

Schedule "A"



Note:
Lot Delineations are approximate



Spagnuolo & Company Real Estate Lawyers



Explanation of Modification Registration Number BB79393 modification of BT304477

Charge BB79393 is a modification of Covenant BT304477. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge modifies covenant BT304477 that had previously been extended by BV537381, and modified by BV537386, BX425800 & BA286760. A development agreement (the “Agreement”) is attached to the covenant as Schedule 1, and a concept plan and text of Zone CD-28 and Zone CD-29 are attached as Schedules A & B to the Agreement. This modification replaces Schedules A & B of the Agreement with Schedules A & B of this modification, attached to the charge.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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realestate@spagslaw.ca

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LAND TITLE ACT
FORM C

12 APR 2007 10 28

BB079393

(Section 233)
Province of British Columbia

GENERAL INSTRUMENT – PART 1

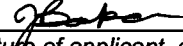
(This area for Land Title Office Use)

Page 1 of 16 pages

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

c/o Joscelyn Baker, Barrister & Solicitor
Suite 900 – 1333 West Broadway
Vancouver, British Columbia V6H 4C2
Telephone: 604-871-4244

**West Coast
Client # 10350**


signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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

(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):

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation No. 636904)

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

CITY OF PORT MOODY City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

7. ADDITIONAL OR MODIFIED TERMS: N/A

24 07/04/12 10:29:55 05 LM 769039
CHARGE 665.65

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) 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.

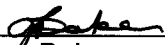
Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Y	M	D
07	02	28
07	03	01

POLYGON KLAHANIE
DEVELOPMENT LTD. by its
authorized signatories:


Joscelyn Baker
Barrister & Solicitor
900 – 1333 West Broadway
Vancouver, BC V6H 4C2
604-871-4244


RALF SCHMIDTKE


ROBERT BRUNO

(as to Ralf Schmidtke)

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 16 pages

Officer Signature(s)



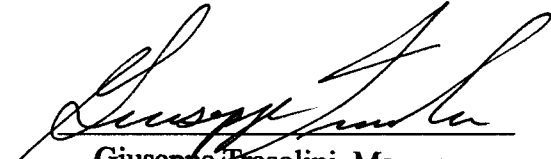
**Stephanie Riley
A Commissioner For Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 3E1**

Execution Date

Y	M	D
07	03	13
07	03	13

Party(ies) Signature(s)

CITY OF PORT MOODY by its
authorized signatories:


Giuseppe Trasolini, Mayor
KELLY KENNEY, 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

LAND TITLE ACT
FORM E

SCHEDULE

Page 3 of 16 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

025-836-293

Lot 3 Except, Firstly: Part on Plan BCP13958, Secondly; Part on Plan BCP16637, Thirdly: Part on Plan BCP21667, Fourthly: Part Subdivided by Plan BCP23712; Fifthly: Part on Plan BCP 29421
District Lots 190, 233 & 235
Gp 1 NWD Plan BCP8948

026-080-346

Lot 5, District Lots 190 and 235 Gp 1 NWD Plan BCP13958

No PID available

Lot 9, DL 233, Gp 1 NWD Plan BCP 29421

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Modification of Section 219
Covenant BT304477
as extended by BV537381
and
modified by BV537386
modified by BX425800
modified by BA286760

Page 5
Paragraph 1

Transferee

TERMS OF INSTRUMENT - PART 2

THIS Modification dated for reference February 5, 2007.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C.
V6M 4C2

(the "Developer")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

WHEREAS:

- A. The Developer is the registered owner of the lands described in Item 2 of the Form C General Instrument Part 1 to which these Terms of Instrument Part 2 are attached (the "Lands");
- B. There is a Section 219 Covenant registered against title to the Lands in favour of the City under No. BT304477, as extended by BV537381 and modified by BV537386, BX425800 and BA286760 (the "Covenant");
- C. A Development Agreement is attached to the Covenant as Schedule "1". A Concept Plan and a copy of the text of Zone CD-28 and Zone CD-29 are attached as Schedules "A" and "B" respectively to the Development Agreement;
- D. Schedule "1" to the Covenant, being the Development Agreement, should be updated by attaching revised Schedules "A" and "B" to the Development Agreement;

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the terms of this Covenant and the sum of \$1.00 now paid by the City to the Developer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby covenants and agrees as follows:

1. The Developer and the City each acknowledge and agree that the Covenant is modified as follows:

1.1 by deleting the existing Section 4 of the Development Agreement in Schedule 1 and replacing it with Section 4 amended and restated as follows:

4.

(a) *The Developer covenants and agrees with the City to not use, develop, build on or subdivide the Lands other than in accordance with:*

- 1) *The IPSCO Lands Rezoning Application Package, a photo reduced copy of which is attached to this Agreement as Schedule "A" and forms part of this Agreement;*
- 2) *the provisions in the CD-28 Zone, a copy of the text portion of which is attached to this Agreement as Schedule "B" and forms part of this Agreement; and*
- 3) *any development authorization approved by the City.*

(b) *The Developer covenants and agrees that a part of Schedule "A" shall be the Concept Plan dated for reference February 1, 2007 prepared by Ramsay Worden, Architects, provided that in the event of any inconsistency between the said Concept Plan and the remainder of Schedule "A", the Concept Plan shall govern, provided that such Concept Plan may be revised pursuant to development authorizations and development variance permits approved by the City.";*

1.2 by deleting the Concept Plan attached as the last page of Schedule "A" to the Development Agreement and replacing it with the Concept Plan that is attached to this Modification as Schedule "A"; and

1.3 Schedule "B" to the Development Agreement is deleted and replaced with the document attached as Schedule "B" to this Modification, which consists of the CD28 Zone as established by Bylaw No. 2503 and modified by Bylaw No. 2556, Bylaw No. 2627, Bylaw No. 2598, and Bylaw 2716.

2. The Developer and the City each acknowledge and agree that, except as modified in this Modification, the Covenant and the Development Agreement remain in full force and effect and the Covenant will not be further modified or amended except in strict conformance with the terms and requirements thereof.

IN WITNESS WHEREOF the parties hereby acknowledge that this Modification has been duly executed and delivered by executing the Forms C and D attached to these Terms of Instrument Part 2.

SCHEDULE "A"

Copyright reserved. These drawings and the design are the property of the architect. No copies or reproductions are permitted without the written consent of the architect. These drawings are not valid for construction unless stamped by the architect.

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SCALE: _____

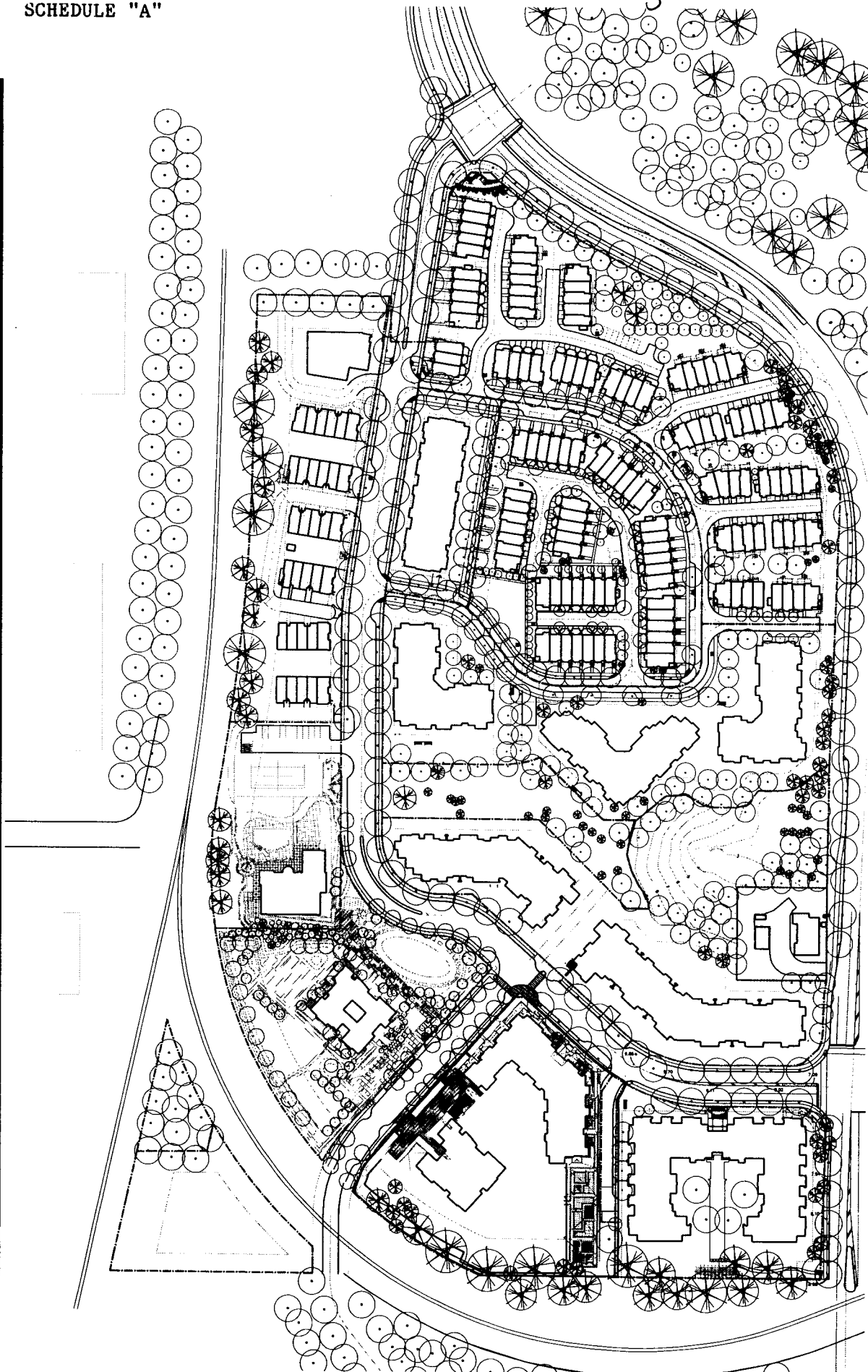
Polygon Klahania Development Ltd. Klahania
 Suite 300-133 West Broadway
 Vancouver, B.C. Port Moody, B.C.

OVERALL SITE

Consult with the Developer or
 The City of Port Moody to obtain current
 information regarding
 the development.



NO.	DATE	DESCRIPTION



February 1, 2007 Concept Plan

CD-28 ZONE ADDED BY BYLAW NO. 2503*98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28)****98.1 Intent**

The intent of this zone is to facilitate development accommodating not more than 1,100 dwelling units, with additional "Congregate Care Uses", civic uses, "Health Care Uses", assembly uses, hotels, entertainment uses, public open space and certain commercial and "Low Impact Light Industrial" uses intended to generate economic activity, all in accordance with a comprehensive plan.

98.2 Definitions

Where there is any conflict between the defined words and phrases in this section, and the definitions in Section 3 of this bylaw, the definitions within Section 98 shall prevail for the Comprehensive Development Zone 28 (CD 28) zone.

Within the CD 28 zone, the following definitions apply:

"Area" means a portion of the lands shown and identified by numbers 1 to 6 within diamond-shaped labels on "Schedule CD 28" which include "Parcels," and that may be further subdivided into lots as defined under Section 3 of this bylaw.

"Base Density" means the highest "Density" permitted for an "Area" of land before any additional dwelling units are permitted through a "Density Bonus" as provided within the CD 28 zone.

"Density" means the number of residential units permitted for an "Area" of land expressed in dwelling units per hectare or dwelling units per acre.

"Density Bonus" means the additional "Density" and consequent additional number of dwelling units which are permitted on a lot in exchange for the provision of an amenity in the form of useable open space secured for public use and access.

"Health Care Use" means medical offices and drug dispensing use as defined in Section 3 of this bylaw, medical laboratory or hospital.

"Low Impact Light Industrial Use" means the manufacturing (including "Table-Top Manufacturing"), fabricating, assembly, storage, wholesaling and distribution of goods, film and television production, information technology services, and excludes vehicle and heavy equipment servicing, the wrecking or salvaging of materials or things, metal fabricating and bulk materials processing.

"Maximum Density" means the highest "Density" permitted for an "Area" of land as set out in Table 1 of Section 98.6 (1) based on the "Base Density" plus any additional dwelling units permitted through a "Density Bonus" as provided within the CD 28 zone.

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (CONTINUED)

"Parcel" means a portion of the lands shown and identified by numbers 1 to 13 within circle-shaped labels on "Schedule CD 28" which may be subdivided into lots as defined under Section 3 of this bylaw.

"Table-Top Manufacturing" means the research and development and manufacturing associated with electronic and consumer products which may be located in a building containing residential uses subject to the provisions of the B.C. Building Code.

98.3 Permitted Uses

The following uses are permitted within the "Areas" and "Parcels" shown and identified on "Schedule CD 28" which is attached to and forms part of this bylaw:

- | | | |
|---------------|----------------|--|
| 98.3.1 | Area 1: | Medium/High Density Multi-Family/Commercial: Low Rise |
| | | <ul style="list-style-type: none"> (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments (2) Retail Service (Group A) at ground level |
| 98.3.2 | Area 2: | High Density Multi-Family: Low/Mid Rise |
| | | <ul style="list-style-type: none"> (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments |
| 98.3.3 | Area 3: | High Density Multi-Family: High Rise |
| | | <ul style="list-style-type: none"> (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments |
| 98.3.4 | Area 4: | Medium/High Density Multi-Family/Low Rise: |
| | | <ul style="list-style-type: none"> 1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments |
| 98.3.5 | Area 5: | High Density Multi-Family/Commercial: Mid Rise |
| | | <ul style="list-style-type: none"> (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments (2) Retail Service (Group A) at ground and second levels |

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**SECTION 98.3.6 AMENDED BY BYLAW NO. 2598****98.3.6 Area 6: Congregate Care/Mixed Use/Economic Activity**

- (1) Retail Service Use (Group A)
- (2) Civic Use
- (3) Assembly Use
- (4) Hotel Use
- (5) One liquor-primary establishment shall be a permitted use on the following property in this zone:

Part of Lot 3, BCP 8948, DLs 190, 233 and 235, Group 1, NWD within Area 6 (Economic Activity Area) shown on Schedule A and hereto attached to this bylaw.

- (6) Health Care Use
- (7) "Congregate Care Use" within Parcels 8 and 13 where the minimum lot size exceeds 0.65 ha.

***Section 98.3.6 (8) amended by Bylaw No. 2556**

- (8) Multiple-Family Residential Use in Townhouses (side by side or stacked) and Apartments is permitted on:

up to 100% of the gross floor area of all building on each lot subdivided within Parcel 13; and

not exceeding 80% of the total net floor area of all buildings on each lot subdivided within Parcels 6, 7 or 8.

- (9) "Low Impact Light Industrial Use" on Parcels 6, 7 and 8 provided that:

(a) All uses and accessory uses thereto shall be carried on wholly within a completely enclosed building except for parking and loading facilities which may only be located within or to the rear of a building;

(b) There is no bulk storage or processing of lime, fertilizer, toxic or corrosive chemicals and acids, flammable liquids or solids, explosives, compressed gas, scrap materials, junk, wood, metal or other waste, fungicides, herbicides, pesticides, paint, varnish, oil, shellac, turpentine, fish, fish oil or meal, animal oil or fat, vegetable oil, or petroleum, bitumen or tar products or their derivatives;

BYLAW No. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

(c) There is no bulk materials handling, wrecking or salvaging of goods and materials, processing of raw animal products nor the production, refining, processing or storage of dangerous goods as regulated and defined under any Provincial or Federal Act;

(d) Nothing shall be done which is or shall become an annoyance or nuisance to the surrounding areas by reason of unsightliness nor by the emission of odours, liquid effluents, dust, fumes, smoke, vibrations, noise, or glare; nor shall anything be done which creates or causes a health, fire, or explosion hazard, electrical interference or undue traffic congestion;

(e) A "Low Impact Light Industrial Use", except for information technology services and "Table-Top Manufacturing", is not permitted on a lot on which a residential use or "Congregate Care Use" is located; and

(f) Where an interior or rear lot line of a lot containing a "Low Impact Light Industrial Use" abuts a residential use, "Congregate Care Use" or land on which an institutional building is located, a 2.5 metre (8.2 ft.) high landscape screen or solid fencing is required.

98.3.7 Area 7: Public Open Space

- (1) Parks, habitat enhancement areas, public courtyards and greenways.

98.4 Lot Coverage

The maximum permitted lot coverage is 0.60 except for Parcels 6 and 7 as shown on "Schedule CD 28" where the maximum permitted lot coverage is 0.75.

***Section 98.5 amended by Bylaw No. 2716**

98.5 Floor Area Ratios

The maximum floor area ratios (FAR) for the "Areas" as shown on "Schedule CD 28" are as follows:

		<u>Maximum FAR</u>
Area 1:	Medium/High Density Multi-Family/ Commercial: Low Rise	1.8
Area 2:	High Density Multi-Family: Low/Mid Rise	2.2
Area 3:	High Density Multi-Family: High Rise	2.5

AMENDMENTS INSERTED TO NOVEMBER 28, 2006 COUNCIL MEETING

BYLAW No. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

Area 4:	Medium/High Density Multi-Family: Low Rise	1.8
Area 5:	High Density Multi-Family/Commercial: Mid Rise	2.2
Area 6:	Congregate Care/ Mixed Use/Economic Activity	2.5
Area 7:	Open Space	0.1

***Section 98.6 amended by Bylaw No. 2716**

98.6 Residential Density

- (1) Within this section, Table 1 sets out "Base Densities" which represent the highest "Density" for each lot within each "Area" shown on "Schedule CD 28" which may be increased to not more than the "Maximum Density" also set out in Table 1 provided that:
 - (a) The lot receiving the "Density Bonus" will not have a "Density" which exceeds the "Maximum Density" for the "Area" in which the lot receiving the "Density Bonus" is located; and
 - (b) The "Density Bonus" will not allow more than 1,100 dwelling units to be constructed within the CD 28 zone.

Table 1

"Area" shown on "Schedule CD 28"	"Base Density" (units/net acre)	"Maximum Density" (units/net acre)
Area 1: Medium/High Density Multi-Family/ Commercial:Low Rise	32.91	70
Area 2: High Density Multi-Family: Low/Mid Rise	54.30	80
Area 3: High Density Multi-Family: High Rise	53.92	97.1
Area 4: Medium/High Density Multi-Family: Low Rise	34.72	70
Area 5: High Density Multi-Family/Commercial: Mid Rise	50.00	80
Area 6: Congregate Care/ Mixed Use/Economic Activity	36.75	100
Area 7: Open Space	0.0	0.0

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

- (2) The "Density Bonus" provided under subsection (1) is subject to the following:
 - a) The "Density Bonus" provided to the lot would not result in more than a total of 220 additional dwelling units being permitted within the CD 28 zone as the result of all "Density Bonuses."
 - b) The lot which receives the "Density Bonus" shall be required to provide an additional 2.5 square metres (26.9 sq. ft.) of public useable open space to that required by Section 98.11 for every additional dwelling unit permitted by the "Density Bonus"; and
 - c) A "Density Bonus" shall be administered by the City under covenants under Section 219 of the Land Title Act which are registered on the land upon adoption of this bylaw and on each lot subsequently subdivided within the CD 28 zone to ensure that any "Density Bonus" is in accordance with the provisions of the CD 28 zone.
- (3) As an exception to sub-section (2)(a) which limits the total of all "Density Bonuses" to 220 dwelling units, lots subdivided within Area 6 may have their "Base Density" reduced to as low as zero provided that a "Density Bonus" yielding up to an equivalent number of dwelling units may be provided to a lot elsewhere within the CD 28 zone.
- (4) No "Density Bonus" under sub-sections (1), (2) or (3) is permitted on a lot after a development permit or development authorization for that lot has been issued.
- (5) No more than 1,100 dwelling units shall be permitted within the CD 28 zone, and, within the provisions of the CD 28 zone, no development permit or authorization shall be approved that would result in less than 880 dwelling units being constructed within the CD 28 zone.

***Section 98.7 amended by Bylaw No. 2627**

98.7 Height of Buildings

The height of buildings and structures within the CD 28 zone shall be as follows:

- 98.7.1 Area 1: Medium/High Density Multi-Family/
Commercial: Low Rise**
 - (1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.2 Area 2: High Density Multi-Family: Low/Mid Rise**
 - (1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.).

BYLAW NO. 1890**PAGE 133****98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**

- 98.7.3 Area 3: High Density Multi-Family: High Rise**
- (1) Maximum height of 22 stories or 70 metres (230 ft.)
 - (2) Minimum height of 6 stories or 20 metres (66 ft.) on Parcel 5 for high-rise buildings and a minimum height of 2 stories or 6.7 metres (22 ft.) for townhouses if they are located on the same lot as a high-rise building with a height over 6 stories or 20 metres (66 ft.).
- 98.7.4 Area 4: Medium/High Density Multi-Family: Low Rise**
- (1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**
- (1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.)
- 98.7.6 Area 6: Congregate Care/ Mixed Use/Economic Activity**
- (1) Maximum height of 22 storeys or 70 metres (230 ft.) on Parcels 6 and 7
 - (2) Maximum height of 8 storeys or 27.0 metres (88.6 ft) on Parcel 8
 - (3) Maximum height of 5 storeys or 17 metres (56 ft.) on Parcel 13
 - (4) Minimum height of 5 storeys or 17 metres (56 ft.) on Parcels 6 and 7
- 98.7.7 Area 7: Open Space**
- (1) Maximum height of 1 storey or 3.8 metres (12.5 ft.)
- 98.8 Setbacks**
- (1) The minimum building setback from a road, other than Murray Street, shall be 5.0 metres (16.4 ft).
 - (2) The minimum building setback from Murray Street shall be 7.6 metres (25 feet).
 - (3) The minimum building setback from a greenway or a railway pedestrian overpass shall be 7.6 metres (25 feet), but may be reduced to a setback of 5.0 metres (16.4 ft.) for up to 20% of the length of the building façade facing a greenway.

BYLAW No. 1890**PAGE 134****98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**

- (4) The minimum building setback from a railway right-of-way shall be 10.0 metres (33 feet) except for buildings containing residential or congregate care uses which shall have a minimum setback of 16.0 metres (52.5 ft.).
- (5) Notwithstanding sub-sections (1) and (2), the maximum setback from a road for a Retail Service (Group A) use shall be 5.0 metres (16.4 ft.).
- (6) As an exception to sub-section (5), a Retail Service (Group A) use may be located on Parcel 1 provided that it has a setback of no more than 30 metres (100 ft.) from Murray Street and that a landscaped buffer with a width of not less than 10 metres (33 ft.) is established between Murray Street and any parking lot.
- (7) Other than provided above, there shall be minimum side yard and rear yard setbacks of 5.0 metres (16.4 ft.).
- (8) As an exception to the watercourse setback provision contained within Section 5.2 of this bylaw, the setback from the natural boundary of the day-lighted water feature located within Parcel 9 shown on "Schedule CD 28" shall be 7.5 metres (24.6 ft.).

98.9 Parking and Loading

- (1) Off street parking and loading shall be provided in accordance with Sections 6 and 7 of this bylaw, with all parking being located underground except that:
 - a) Unenclosed parking may be permitted on Parcel 1 as provided in Section 98.8(6);
 - b) Enclosed, at-grade parking may be located within structures in Area 4; and
 - c) Enclosed, at-grade parking may be located within structures or unenclosed parking may be located to the rear of buildings in Area 6.

98.10 Accessory Buildings

Accessory buildings customarily associated with the principle use of a lot shall be permitted provided that their total lot coverage does not exceed 5%.

98.11 Useable Open Space

- (1) On each lot on which a building is sited, useable open space shall:
 - a) be provided on-site for all buildings of 10 or more dwelling units;
 - b) be not less than 5.0 square metres (54 sq. ft.) per dwelling unit plus any additional useable open space required under Section 98.6(2);
 - c) be developed for use by residents; and
 - d) be continuously maintained by the owners of the building.

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

- (2) Any additional useable open space required under Section 98.6(2) is to be secured for public use and access on the lot on which the building is located or, as an exception to sub-section (1) above, may be located elsewhere within the CD 28 zone.

98.12 Common Indoor Recreation Space

Common indoor recreation space shall be provided on the basis of a minimum floor area of 2.4 square metres (25 sq. ft.) per dwelling unit in or adjacent to each residential building on the lot on which the residential building is sited, or elsewhere within the CD 28 zone, for the use of the residents of the development within the CD 28 zone.

98.13 Subdivision, Development Standards, Density and Uses

- (1) The subdivision, development standards, "Density" and uses of land shall be in conformance with the provisions of the CD 28 zone and the plan attached as "Schedule CD 28" which is attached to and forms part of this bylaw.
- (2) Lots may only be subdivided within Areas 1 to 6 or within a "Parcel" and not straddle the boundary separating two or more "Parcels" or "Areas" shown on "Schedule CD 28" except for Areas 4 and 6 in which a lot may straddle a boundary between "Parcels" in the respective Areas to allow for the averaging of density within the lot subject to the provisions of the CD 28 zone.
- (3) A lot may not be created with a lot area of less than 3,500 square metres (37,674.9 sq. ft.) and with a *lot* width of less than 40 metres (131.2 ft.).
- (4) The planned public road rights of way identified on "Schedule CD 28" shall be dedicated as shown on "Schedule CD 28" and may be shifted in either direction by not more than half of the width of the road rights of way shown on "Schedule CD 28".

END OF DOCUMENT

AMENDMENTS INSERTED TO NOVEMBER 28, 2006 COUNCIL MEETING



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BT304477

Charge BT304477 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge, in favour of the City of Port Moody, is made in anticipation of development of the lands. The developer shall not use, build on, or subdivide the lands except in accordance with the terms of the Development Agreement attached as schedule 1 to the charge. This 172 page agreement governs land use; density and density bonuses; storm water management; traffic signalization; land dedication with a park and open space; road dedication and construction; public art; a pedestrian overpass; the block subdivision process; development adjacent to rail lines; subdivision and linkage with other lands; payments, security and maintenance; future contributions to open space and habitat enhancement; indemnities and insurance; rights of entry; and alterations to city property and public works. Schedule A is a Land Rezoning application, Schedule B is CD-28 Zone bylaws, Schedule C is a storm-water management concept plan, and Schedule D is CPR (railway) Guidelines.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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BT304477

22 AUG 2007 09 03

LAND TITLE ACT
FORM C

(Section 219.81)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 17 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
R.S. Jindy Bhalla c/o Campney & Murphy, 2100-1111 West Georgia Street, Vancouver, B.C.,
V6E 4M3, Phone: 604-688-8022, Applicant's Solicitor (010395)
DYE & DURHAM CLIENT No. 11061
[Signature]
signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION) **II 02/08/22 09:03:49 01 LN 394632**
SEE SCHEDULE **CHARGE \$55.00**

3. NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE (page and paragraph) Entire Document	PERSON ENTITLED TO INTEREST Transferee
Section 219 Covenant		

4. TERMS: Part 2 of this instrument consists of (select only one)
(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):
IPSCO INC., (Inc. No. 64993A)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF PORT MOODY, City Hall, 100 Newport Drive, P. O. Box 36, Port Moody, B.C. V3H 3E1

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 Transferor(s) 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.

<p>Officer Signature(s)</p> <p><i>[Signature]</i></p> <p>SOLICITOR/NOTARY PUBLIC/COMMISSIONER (as to both signatures) Print Name and Address: 650 Waverlyville Rd. Suite 500 Lisle, IL. 60582</p>	<p>Execution Date</p> <table border="1"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td>2002</td> <td>07</td> <td>22</td> </tr> </table>	Y	M	D	2002	07	22	<p>Party(ies) Signature(s)</p> <p>IPSCO INC. by its authorized signatories:</p> <p><i>[Signature]</i> Print Name: George Valentine</p> <p><i>[Signature]</i> Print Name: Robert Hatliff</p>
Y	M	D						
2002	07	22						



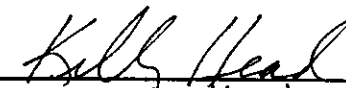


OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies that the matters set out in Part 5 of the Land Title Act as they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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2 of 172 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 SOLICITOR/NOTARY PUBLIC/COMMISSIONER Print Name and Address: COLLEEN G. ROHDE COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 240 LOGO ROAD 100 Newport Drive FORT MOODY, B.C. V3H 3J3 <i>AS TO BOTH SIGNATURES</i>	02	08	14	CITY OF PORT MOODY by its authorized signatories:  _____ /MAYOR Andrew Bent  _____ /CITY CLERK Kelly Head

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.

**LAND TITLE ACT
FORM E****SCHEDULE**Page 3 of 172 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*(PID)**(LEGAL DESCRIPTION)*

000-450-383

Block "A" Except Firstly: Parcel 2 (Reference Plan 43001) Secondly: Parcel 3 (J19663E) and Thirdly: Parcel "B" (Bylaw Plan LMP4591) Fourthly: Part In Plan LMP18031 District Lot 190, 191, 233 and 235 Group 1 New Westminster District Plan 16018

025-045-687

Parcel C (Bylaw Plan LMP4591) District Lot 190 Group 1 New Westminster District Dedicated Road By Reference Plan 13938

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

THIS COVENANT dated the 17th day of August, 2002.

BETWEEN:

IPSCO INC. (Inc. No. 64993A)
#1830 – 505 Burrard Street
Vancouver, B.C.
V6J 3H1

(the "Covenantor")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

RECITALS

- A. The Covenantor is the registered Owner of the Lands herein defined.
- B. Section 219 of the Land Title Act R.S.B.C. 1996, c. 250 permits the registration of a covenant of a positive or negative nature in favour of the City in respect of the use of land or the use of a building on or to be erected on the land.
- C. The Covenantor desires to grant this Covenant and the City is agreeable to accepting the Covenant on the terms and conditions contained herein.

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the terms of this Covenant and the sum of \$1.00 now paid by the City to the Covenantor and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Covenantor hereby covenants and agrees as follows:

1. The Covenantor, being the registered Owner of that certain parcel of land situated in the City of Port Moody, Province of British Columbia which is more particularly described as all and singular:

Parcel Identifier: 000-450-383

Block "A" Except Firstly: Parcel 2 (Reference Plan 43001) Secondly: Parcel 3 (J19663E) and Thirdly: Parcel "B" (Bylaw Plan LMP4591) Fourthly: Part In Plan LMP18031 District Lot 190, 191, 233 and 235 Group 1 New Westminster District Plan 16018

Parcel Identifier: 025-045-687

Parcel C (Bylaw Plan LMP4591) District Lot 190 Group 1 New Westminster District Dedicated Road By Reference Plan 13938

(the "Lands")

hereby grants a covenant to the City that:

- (a) the Lands shall be used only in conformity with this Covenant;
- (b) the Lands shall be developed, subdivided and used in accordance with the terms and conditions of Schedule "1" hereto;
- (c) the Lands shall only be used and developed in accordance with the bylaws of the City of Port Moody as they may be amended from time to time.

A subsequent reference in this Covenant to a term defined in Schedule "1" includes a reference to the definition of that term in Schedule "1".

2. The restrictions and covenants in this Covenant are covenants running with the Lands.

3. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.

4. (1) The Covenantor indemnifies and saves harmless the City from all loss, damage, costs, suits and actions and claims of any kind, however caused, whether known or unknown, arising out of or in any way connected with the grant of this Covenant.

(2) The indemnity in Subsection (1) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the City's bylaws, the laws of the Crown Provincial or Federal or any one of them or with any provision of this Covenant.

5. No finding of negligence, whether joint or several, as against the City in favour of any third party in an action to which the Covenantor was not a party, shall operate to relieve or shall be deemed to relieve the Covenantor in any manner from any liability to the City, whether such liability arises under this Covenant, under the provisions of the Local Government Act as amended from time to time or otherwise.

6. All amounts owed to the City under this Covenant that are not paid by the end of any calendar year, whether by default or otherwise, shall be deemed to be a charge or lien on the Lands with priority over any claim, lien, privilege or encumbrance of any person except the Crown. The registration of any document is not required to preserve this charge. It is in addition to all other remedies the City has for the collection of the amount owed. The amount of the charge may be collected by the City in the same manner and with the like remedies as ordinary taxes on land and improvements under the Local Government Act as amended from time to time.

7. The Covenantor agrees that:

- (a) the covenants, promises and agreements herein contained have been made as contractual obligations as well as being made pursuant to Section 219 of the Land Title Act and as such shall be binding on the Covenantor and its successors and assigns; and

- (b) nothing herein shall be deemed to constitute a waiver of any lawful requirement with which the Covenantor would otherwise have to comply.

8. The Covenantor shall at its own expense do or cause to be done all acts within its power reasonably necessary to grant priority to this Covenant over all financial charges and encumbrances which may have been registered against the title to the Lands, except those approved in writing by the City.

9. Every reference to the parties is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, elected officials and invitees of the parties; this Covenant shall enure to the benefit of and be binding on the Covenantor notwithstanding any rule of law or equity to the contrary; wherever the singular or masculine is used in this Covenant the same shall be construed as meaning the plural, feminine or body corporate or politic where the context so requires; the parties hereto shall do all things and execute all documents which may be necessary to give proper effect to the intention of this Covenant; and this Covenant shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

SCHEDULE "1"

THIS DEVELOPMENT AGREEMENT dated the 9th day of August, 2002.

BETWEEN:

IPSCO INC. (Inc. No. 64993A)
#1830 – 505 Burrard Street
Vancouver, B.C.
V6J 3H1

(the "Developer")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive
P.O. Box 36
Port Moody, BC
V3H 3E1

(the "City")

RECITALS

- A. The Developer is the registered owner of the Lands defined in this Agreement.
- B. The Developer has agreed as part of its applications pursuant to the provisions of the City's bylaws to enter an agreement dealing with the use and development of the Lands and to implement the assurances, representations and promises the Developer made to the City during the development approval process on the terms and conditions of this Agreement;

THIS AGREEMENT WITNESSES THAT in consideration of the promises contained in this Agreement, \$10 now paid by the City to the Developer and other good and valuable consideration THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS

1. In this Agreement, the following terms shall have the meanings set out below:
 - (a) **"Area"** means a portion of the Lands shown and identified by numbers 1 to 6 within diamonds on Schedules "A" and "B" which includes "Parcels" and may be further subdivided into lots with separate legal titles;
 - (b) **"Greenway"** means either of the two pathways identified in Schedules "A" and "B" which are to be constructed by the Developer and which are covered by statutory rights of way under this Agreement;
 - (c) **"Habitat Enhancement Area"** means the area of land as shown on Schedules "A" and "B" that is to be transferred to the City under the terms of this Agreement;
 - (d) **"Parcel"** means an area of land shown by numbers 1 to 14 shown within circles and identified in Schedules "A" and "B" which may be subdivided into lots with separate legal titles;
 - (e) **"Open Space"** means those areas of land identified as open space within Parcels 6 and 9 as described within Schedule "A" and Schedule "B" that are to be transferred to the City under the terms of this Agreement;
 - (f) **"Secure", "Secured" or "Security"** means cash deposit submitted to the City on which no interest is payable or by an automatically renewing letter of credit in the name of the City to ensure certain works are undertaken by the Developer;
 - (g) **"Useable Open Space"** means a compact, level, unobstructed area or areas available to use by all of a building's occupants, having no dimension less than 6 metres (20 ft) and no slope greater than 10 percent, providing for greenery, recreational space and other leisure activities normally carried on outdoors and which excludes areas used for off-street parking, off-street loading, service driveways and required front yards, and roof areas;
 - (h) **"West Entry Feature"** means the entry plaza and landscaping to be constructed by the Developer on Lot 1, District Lot 190, Group 1, New Westminster District, Plan LMP 5613 and part of Murray Street as identified on Schedule "A" under the terms of this Agreement.

LANDS

2. The Developer is the registered owner of those certain lands situated in the City of Port Moody, British Columbia which are more particularly described as:

Parcel Identifier Number: 000-450-383

Block "A" Except Firstly: Parcel 2 (Reference Plan 43001) Secondly: Parcel 3 (J19663E) and Thirdly: Parcel "B" (Bylaw Plan LMP4591) Fourthly: Part In Plan LMP18031 District Lot 190, 191, 233 and 235 Group 1 New Westminster District Plan 16018

and

Parcel Identifier Number: 025-045-687

Parcel C (Bylaw Plan LMP4591) District Lot 190 Group 1 New Westminster District Dedicated Road By Reference Plan 13938

(the "Lands").

3. (a) If the Developer acquires all or any portion of lands legally known and described as Lot 1, District Lot 190, Group 1, New Westminster District, Plan LMP 5613 and the area of road allowance as shown on the map which is marked on page 8 of Schedule "A" (together, the "City Lands") it shall agree to extend this agreement over the said City Lands to allow for an integrated development. Also, in such event, the Developer shall also be responsible at its cost, for relocating water and storm and sanitary sewer services which are presently on the above-mentioned property between the Lands and the City Lands if that is necessary in order to incorporate the City Lands into an integrated development. If the Developer does not acquire the City Lands, the City may, without in any way fettering or limiting its

discretion, consider for its approval proposals for construction of the West Entry Feature by the Developer as described in Schedule "A" on the City Lands.

- (b) The City may also, with the approval of City Council, without in any way limiting or fettering Council's discretion, close that portion of road allowance identified on the map on page 8 of Schedule "A" to be consolidated with the City Lands for potential acquisition by the Developer. If the Developer acquires the City Lands, the Developer shall set aside an area for the construction of the west entry feature as described in this Agreement and identified within Schedule "A" to allow for public access by a statutory right of way in favour of the City and to the City's reasonable satisfaction.

LAND USE

4. The Developer covenants and agrees with the City to not use, develop or build on or subdivide the Lands other than in accordance with:
- 1) the IPSCO Lands Rezoning Application Package, a photo reduced copy of which is attached hereto and marked as Schedule "A" and forms part of this Agreement; and
 - 2) the provisions in the CD-28 Zone, a copy of which is attached hereto and marked as Schedule "B" and forms part of this Agreement.
5. The Developer covenants and agrees that if any portion of the Lands is to be used for an industrial use, that it shall only use, or permit the use of the Lands so that any light industrial use, except for information technology services and tabletop manufacturing as set out in Schedule "B", are located on lots on which there are no residential or congregate care use and that the light industrial use is established in compliance with the B.C. Building Code and any other applicable enactment of general application.
6. If there is a conflict between Schedules "A" and "B" then Schedule "B" shall prevail.
7. The Developer also acknowledges and agrees that it must prepare and develop to the City's satisfaction design guidelines to be incorporated into a development permit area under

the City's Official Community Plan (O.C.P) prior to approval of the first subdivision of the Lands to regulate the development of each phase of development of the Lands.

DENSITY BONUS

8. In strict accordance with Schedule "A" and Schedule "B", there may be a density bonus, in which additional density may be added to the base density assigned to the Area within which a lot is subdivided from the Lands up to the maximum density assigned to the Area within which the lot is subdivided. The Developer covenants and agrees that such a density bonus shall be administered by granting to the City a covenant under section 219 of the Land Title Act, on the lot receiving the density bonus which states the new permitted maximum density for the lot which must be consistent with the provisions contained within Schedule "B". As a requirement of obtaining a density bonus, the Developer agrees that it shall:

- (a) agree to restrictions on the use of useable open space areas securing same for public use where additional useable open space is required in relation to a density bonus permitted under this Agreement and Schedule "B"; and
- (b) pay an administrative fee to the City for the administration of the density bonus system in the amount of \$500, plus \$50 per unit allotted through a density bonus.

9. If the Developer is permitted to locate the publicly-accessible useable open space required to allow a density bonus provided under Schedule "B" on another lot other than the one on which the development is located, such may be done with the City's consent through development authorization provided that:

- (a) land sufficient to accommodate all of the publicly-accessible useable open space is to be covered by a statutory right-of-way or rights-of-way subject to all other provisions of Schedule "B";
- (b) as a condition of issuance of the development authorization for a building for which the publicly-accessible useable open space is required, a plan shall be prepared for the landscaping and other works which shall be secured in an amount equal to the value of the landscaping and other

works as determined by a registered landscape architect. The value of the works is to include an additional 15 percent for inflation;

- (c) after issuance of a development authorization for a building containing the 440th dwelling unit, the Developer shall complete any publicly-accessible useable open spaces provided under this section up until that point in time;
- (d) after issuance of a development authorization for a building containing the 440th unit and prior to issuance of a development authorization for a building containing the 880th dwelling unit, the Developer shall complete the publicly-accessible useable open spaces provided under this section up until that point in time; and
- (e) after issuance of a development authorization for a building containing the 880th unit and prior to issuance of a development authorization for a building containing the 1100th dwelling unit, the Developer shall complete the publicly-accessible useable open spaces provided under this section up until that point in time.

10. Without in any way limiting Section 8, the Developer acknowledges and agrees that the phase or area specific Section 219 Covenant to be granted subsequent to this and in connection with a development authorization permit may also contain requirements with respect to:

- (a) architectural plans, including site plans, floor plans and exterior elevations;
- (b) landscaping plans (including responsibility for offsite and onsite works);
- (c) servicing plans and servicing agreement (including responsibility for offsite and onsite works); and
- (d) such other requirements as may be imposed under Bylaw No. 2020 by the City and which are consistent with Schedules "A" and "B".

STORM WATER MANAGEMENT

11. (a) The Developer covenants and agrees to use the Lands strictly in accordance with the completed Storm Water Management Concept Plan (the "SWMCP"), a photo reduced copy of which is attached hereto as a Schedule "C" and forms part of this Agreement and design standards within

Subdivision Servicing Bylaw No. 1804, which is subject to further analysis and verification in the detailed storm water management plan described in Section 11(b) herein. The Developer shall be responsible for obtaining all necessary approvals from the Vancouver Port Authority and any and all other applicable senior government agencies with respect to outfalls into Pigeon Cove and Burrard Inlet and shall also be responsible for constructing at its sole cost any engineering works for such outfalls to the satisfaction of those agencies and the City and also for obtaining the necessary statutory rights of way, easements or providing land to the City, as the case may be, for these outfalls.

- (b) The Developer shall prepare two detailed stormwater management plans, each for approximately one-half of the site. The first detailed stormwater management plan will include that portion of the Lands in which the subdivision is located under the first subdivision application and for approximately one half of the Lands to provide for a unified stormwater management system in accordance with Schedule "C" to the satisfaction of the City Engineer. The second detailed stormwater management plan will be required when the first subdivision application is submitted for the remaining Lands not included in the first detailed stormwater management plan. A detailed in-stream landscape plan and plant list will be required to be prepared by the Developer for approval by the City for the daylighted water feature included in Parcel 9 to ensure that the in-stream landscaping will achieve the desired environmental objectives outlined in Schedule "C".

TRAFFIC SIGNALIZATION

12. In accordance with Schedule "A", the Developer covenants and agrees to construct at its sole cost, the two signalized intersections and the necessary road works at the eastern and western entrances to the Lands in accordance with Schedule "G". The Developer also covenants and agrees to construct the other required Murray Street improvements in three segments identified as areas 6, 7 and 8 in Figure 1 of Schedule "G" as a requirement of the first Development Authorization for a portion of the Lands immediately adjacent to each of these segments to the

satisfaction of the City, acting reasonably. The design and construction of the two signalized intersections shall include both traffic and pedestrian signalization, crosswalks, pavement markings, signage, street lighting, left turn bays and road widening as shown in Schedule "G" subject to refinement to accommodate traffic signalization devices. The Developer shall be responsible for the cost of constructing the road and signalization works included in Sections 12-14 and 18 under this Agreement and provided by Schedule "G" except for Area 1 identified in Schedule "G". The Developer may be entitled to reimbursement for its construction of works identified in Schedule "G" for which other parties are responsible.

13. The East signalized intersection shall be designed in accordance with Schedule "G" and secured to the satisfaction of the City by the Developer concurrent with or as a condition of the first application to subdivide a portion of the Lands to the east of the open space on Parcel 9, as shown in Schedule "A". The signalization works shall be constructed and installed by the Developer as a condition of the occupancy permit for the 235th dwelling unit or any buildings with a non-residential use generating, in the City's reasonable opinion, equivalent automobile traffic, whichever first occurs east of Parcel 9 or when a need for signalization is determined to be necessary, whichever is the earlier. If the parties can not agree on the need for such works then the matter shall be referred to an independent qualified traffic engineer to be selected by the City acting reasonably and in consultation with the Developer, acting reasonably, for a determination of need, to be based on the findings of a traffic signal warrant study. The Developer shall secure C.P.R. and all other senior government approvals as may be necessary in connection with same. If Main Avenue as, shown on Schedule "A", is constructed to the boundary between parcels 3 and 5 from the west intersection under Section 14 and extended to the east intersection under Section 18, there will be a requirement to construct the eastern signalized intersection under this section with all other provisions of this section remaining applicable.

14. The West signalized intersection shall be designed in accordance with Schedule "G" and secured to the satisfaction of the City by the Developer as a condition of the first subdivision application of the Lands to the west of Parcel 9 as shown in Schedule "A". The signalization works shall be constructed and installed by the Developer as a condition of the occupancy permit for the 235th dwelling unit or any buildings with a non-residential use generating, in the City's reasonable opinion, equivalent automobile traffic, whichever first occurs west of Parcel 9 or when the need for such signalization is determined to be necessary, whichever is earlier. If

the parties can not agree on the need for such works, the matter shall be referred to an independent qualified traffic engineer to be selected by the City, acting reasonably and in consultation with the Developer, acting reasonably, for a determination of need, to be based on a traffic signal warrant study. If Main Avenue, as shown on Schedule "A", is constructed to the mid-point of parcel 10 from the east intersection under Section 13 and extended to the west intersection under Section 18, there will be a requirement to construct the western signalized intersection under this section, with all other provisions of the section remaining applicable.

LAND DEDICATION – PARK AND OPEN SPACE

15. Concurrent with any subdivision or issuance of a development authorization in respect to any portion of the Lands adjacent to the habitat enhancement area and open spaces on parcels 6 and 9 as shown on Schedule "A" and as described herein, the Developer shall dedicate the land and construct at its cost with the required security, the landscaping and improvements for the adjacent portions of the open spaces or the habitat enhancement area to their full width, as applicable. If no subdivision approval is granted or development authorization is issued for any portion of the Lands adjacent to the open space areas or the habitat enhancement area, such areas shall be dedicated and constructed in any event upon issuance of a development authorization for a building containing the 600th dwelling unit on the Lands. These areas are to be dedicated to the City to satisfy the park dedication requirements under Section 941 of the Local Government Act. Any further works, plantings or remediation which is required as a result of damage caused by the development of any adjacent portion of the Lands within the habitat enhancement area shall be undertaken forthwith by the Developer at its cost after it has obtained any necessary senior government environmental approvals. The open space areas, greenways, western entry feature, landscaping associated with the public works and other landscape elements shall be constructed, as a condition of subdivision or development authorization as set out under this Agreement, in accordance with the DMG and PGL plans attached as Schedule "F", forming part of this Agreement. Any downstream works necessary for construction of the water feature in Parcel 9 shall be completed by the Developer and secured as required. After the maintenance period of two years has elapsed and the City has accepted the maintenance of the open spaces and habitat enhancement area, the City shall assume responsibility for the maintenance of same.

16. Each greenway as shown and described in Schedule "A" shall be constructed to allow public access as part of the development authorization for any development, secured and

covered by a Statutory Right of Way adjacent to such greenway. The full pathway width and that part of the landscaping within the greenway adjacent to the development shall be constructed under the authorization for that development. Any publicly accessible useable open spaces within the development lots required under Schedule "B" shall be secured by Statutory Rights of Way to permit public access and developed as provided under the development authorization issued by the City for that lot. The western entry feature as shown and described in Schedules "A" and "F" shall be constructed by the Developer to the satisfaction of the City, acting reasonably, secured and covered by a Statutory Right of Way as a condition of the first subdivision with road access from the west intersection of Main Avenue and Murray Street. It is understood and agreed that the works described in this section shall be located on private property within statutory rights of way. The maintenance obligations (except for the pathway surfaces within the greenways which shall be maintained by the City) with respect to the greenways shall run with the portion of the Lands and remain the responsibility of the owners of such portions of the Lands from time to time all as specified and set out in the terms and conditions of the said Statutory Rights of Way. It is further understood and agreed, that all references to a Statutory Right of Way herein shall mean a right of way in favour of and to the satisfaction of the City as it may at any time require pursuant to this Agreement or a development authorization. After the maintenance period of two years has elapsed and the City has accepted the maintenance of the west entry feature, the City shall assume responsibility for the maintenance of same.

17. The amount of useable open space required under each development authorization shall be located on the lot for which the development authorization is granted as required under Schedule "B" and will include pathways linking the building to the greenways and will include areas shown as courtyard gardens as depicted on the map in Section 6.1 of Schedule "A" and elsewhere on the lot to address the requirements under Schedule "B" to the satisfaction of the City, acting reasonably. On site linkage pathways connecting the buildings to the adjacent public greenways and open space areas will be established by the Developer to the approval of the City. In addition, the City may require that easements be granted where there is to be any rights of owners of any lot or parcel to use outdoor recreational facilities, pathways or useable open space on another lot or parcel within the Lands.

ROAD DEDICATION AND CONSTRUCTION

18. The roads identified in Schedules "A" and "B" within each phase of those portions of the Lands under a subdivision application shall be dedicated, secured and constructed to their full width to the standards within Subdivision Servicing Bylaw No. 1804, the specifications in Schedule "A" and Inlet Centre streetscape standards attached hereto as Schedule "E" and as described in Schedule "G", forming part of this Agreement, on a phase by phase basis at the cost of the Developer as a condition of subdivision approval. Subject to meeting other requirements within this Agreement, the roads may be shifted to the extent that the edge of the actual road right-of-way to be dedicated is located at the centre line identified for the given road in Schedules "A" and "B", provided that the road geometrics meet design standards to the satisfaction of the City Engineer, acting reasonably. Without in any way incurring any obligation, liability or making any commitment, the City agrees that it may also modify the road standards in this Agreement and as required by Bylaw No. 1804 as permitted by City of Port Moody Bylaw No. 2020, provided road standards meet sound engineering design as determined by the City Engineer, acting reasonably. In recognition of the need for consistent servicing standards and services for Murray Street to be installed, the Developer acknowledges and agrees that it shall if required by the City in connection with a subdivision application, dedicate, secure and construct at its sole cost the Murray Street frontage works as shown in Schedule "G". These frontage works shall be constructed by the Developer in no more than three complete sections, identified as areas 6, 7 and 8 in Schedule "G" with each section being constructed whenever a portion of the Lands that are the subject of a subdivision application are adjacent to one of the three sections of frontage. If Main Avenue as shown on Schedule "A" is constructed to the mid-point of parcel 10 from the east intersection under Section 13, there will be a requirement to construct the remainder of Main Avenue to the west intersection at an interim 8.5 metre wide pavement width standard with no curbs or gutters to the satisfaction of the City, acting reasonably. If Main Avenue as shown on Schedule "A" is constructed to the boundary of parcels 3 and 5 from the west intersection under Section 14, there will be a requirement to construct the remainder of Main Avenue to the east intersection at an interim 8.5 metre wide pavement width standard with no curbs or gutters to the satisfaction of the City, acting reasonably. After construction of more than 90 metres (300 ft.) of Main Avenue and prior to the construction of the interim extension of Main Avenue as required above, a temporary fire access lane shall also be required to be constructed from Main Avenue to Murray Street.

PUBLIC ART

19. The Developer agrees that it shall provide three distinct pieces of public art, separate and in addition to the landscape and engineering works required under this Agreement and which complement the plans in Schedule "A" to the reasonable satisfaction of the City with a minimum appraised or accepted value of \$45,000 (2002 dollars) to be secured as a condition of approval of the first subdivision of the Lands. The public art works are to be located within the westerly entry feature, open space on Parcel 9 and in the vicinity of the east intersection or as otherwise agreed by the parties. The public art works are to be designed, constructed and secured as a condition of subdivision approval respectively for the first subdivision with road access from the west intersection, the first subdivision with road access from the east intersection and the subdivision or development authorization, as the case may be, that triggers the dedication and development of the Parcel 9 open space. Each of the public art works described above shall be constructed as part of a development authorization for the portion of the Lands adjacent to or including the identified location for such public art work. In the event of any disagreement on the appraised value of the public art, the matter shall be determined by an appraisal to be completed by an independent, qualified appraiser to be selected by the City, acting reasonably in consultation with the Developer. In addition to the three distinct pieces of art described above, the Developer will integrate artistic features, where possible, such as tree gates, walkways, way finders, signage and if retaining walls are necessary, on the walls, none of which artistic features are to be included within the art budget.

PEDESTRIAN OVERPASS

20. The Developer shall provide as an amenity contribution a letter of credit in the amount of \$390,000.00 for the CPR pedestrian overpass at the time of the first subdivision of the Lands.

21. The Developer acknowledges and agrees that the time for construction and the specific location for the overpass shall be in the City's sole discretion, provided that it shall -be located generally at either of the locations shown in Schedule "A", being at either the eastern end or the western end of Parcel 8. The eastern location shall be secured by a 10.0 metre wide Statutory Right of Way and the western location shall be secured by a 7.0 metre Statutory Right of Way, to the City's satisfaction at the time of issuance of the first development authorization for

Parcel 8. The Developer, acting reasonably, shall grant a Statutory Right of Way before issuance of a development authorization for Parcel 8 if the City wishes to construct the overpass at that time. Without binding or fettering City of Port Moody Council, or the City incurring any liability, the City will use all reasonable efforts to have a second pedestrian overpass constructed by the agency responsible for the rapid transit line at the eastern end of Parcel 8 or another location agreed upon by the City and Developer in the event that the pedestrian overpass is constructed at the western end of Parcel 8 and a rapid transit system is approved for construction along or near the CPR rail line corridor. If the pedestrian overpass is constructed at the western end of Parcel 8 or the Developer is issued a development authorization for the development of the eastern end of Parcel 8, the City shall, at the request of the Developer agree to remove the requirement that a Statutory Right of Way be registered at the eastern end of Parcel 8. In that event, the City shall be relieved of the requirement to secure a second pedestrian overpass to access a rapid transit system. If the City has not commenced the construction of the overpass by the end of five years after the completion of the development of all of the Lands, the Statutory Right of Way shall be discharged and the security for the overpass returned to the Developer.

BLOCK SUBDIVISION PROCESS

22. As a condition of subdivision applications, the Developer must provide at its cost for the City's approval and to the City's satisfaction, acting reasonably, offsite servicing plans in accordance with the City's requirements, a detailed Storm Water Management Plan consistent with Schedule "C", detailed landscape plans for the proposed roadways and other areas specified in this Agreement where applicable to a subdivision and other documents, reports or plans that the City requires to confirm or assure compliance with this Agreement and any other lawful requirements for the subdivision phase under application. The Developer shall have a period of up to two years to complete all works required hereunder after registration of the subdivision plan before the City may draw upon security for the subdivision to complete the works.

23. The parties acknowledge and agree that while there is not as at the time of execution of this Agreement a specific phasing plan of the overall development of the Lands, the Lands are intended to be subdivided in accordance with Schedule "B" and as provided by this Agreement. Accordingly, the parties acknowledge and agree that they shall each act reasonably in considering amendments to this agreement or alternatively, discharge and replacement for portions or phases of a development of the Lands if such portion or phase is to be developed

independently. In that case, the City, acting reasonably, may request that any or all of the obligations hereunder applicable to or connected with that portion of the phase to be developed shall be performed or alternative security be provided.

24. Despite the preceding section, the City, acting reasonably, may refuse to agree to modifications or amendments to the extent necessary to maintain an integrated and consistent overall development plan for the Lands and, in particular, for services and amenities for the Lands.

25. The Developer acknowledges and agrees that the Lands shall only be developed in a manner as generally set out in the report prepared by J. O'Brian, P.Eng. of MacLeod Geotechnical dated April 11, 1996 entitled "Preliminary Geotechnical Report for the IPSCO Site, Murray Street, Port Moody, B.C.", and in the letter prepared by J. O'Brian, P.Eng. of Trow Consulting Engineers dated June 12, 2002 entitled "IPSCO Lands, Port Moody, B.C." subject to the Developer's acknowledgement and agreement that nothing herein in any way fetters, restricts or limits the jurisdiction of the City or its Approving Officer to require more detailed geotechnical reports being undertaken at the subdivision and/or building permit stages as may be permitted under the Local Government Act and the Land Title Act. The Developer also acknowledges and agrees that under Section 82 of the Land Title Act that any proposed lot or remainder under subdivision application plan with a natural ground elevation of less than the Flood Construction Level (FCL) of 3.5 meters Geodetic Survey of Canada datum shall have a flood proofing covenant registered against title to the lot or remainder, as applicable. The covenant will require that the underside of the floor system or top of concrete or asphalt slab be no lower than the FCL for any area used for habitation.

DEVELOPMENT ADJACENT TO RAIL LINES

26. The Developer acknowledges and agrees that a portion of the Lands is adjacent to Rail Lines and a potential public transit line and acknowledges and agrees that it will take into consideration guidelines prepared by the Canadian Pacific Railway (CPR) attached as Schedule "D" and forming part of the Agreement for construction and development adjacent to rail lines and any applicable federal regulations. If the Developer is not able to reasonably include the above-noted CPR guidelines in the project design, the Developer will engage a specialist in the field of rail safety, sound and vibration mitigation to prepare alternate criteria to be incorporated into a

development authorization for any portion of the Lands adjacent to the rail lines, if the Developer chooses to construct any building to the minimum setback under Section 98.8(4) of the CD28 Zone which is attached as Schedule "B".

SUBDIVISION AND LINKAGE WITH OTHER LANDS

27. The Developer acknowledges and agrees that as part of the subdivision process or development authorization applications for the Lands within Parcels 3, 5 or 6 as shown in Schedule "A", it shall obtain any and all authorizations or permits as may be required over the western loco spurline in order to provide a linkage with the development known as the Suter Brook Development, including obtaining a crossing agreement from the Canadian Pacific Railway and approval from any applicable authority of the federal government, at such time any subdivision application or development authorization application is submitted to develop any portion of the Lands within Parcels 3, 5 or 6 as identified on Schedule "A". The Developer shall use all reasonable efforts to obtain such approvals over the eastern loco spurline and CP Rail lands to the east of the Lands. However, such authorizations to extend the road beyond Parcel 6 shall not include a requirement to purchase rights of way over lands or portions of lands owned by other parties.

28. Using their reasonable efforts, the Developer and the City will work cooperatively to ensure that the building modifications and landscaping improvements described in Schedule "H" for the Greater Vancouver Sewage and Drainage District pumphouse property adjacent to Parcel 2 and landscape improvements adjacent to Murray Street as shown in Schedule "A" are undertaken within 18 months of issuance of first development authorization for the Lands.

NO LIMIT ON CITY OR APPROVING OFFICER'S DISCRETION

29. Nothing in this Agreement in any way restricts or limits the City's rights or the Developer's obligations to comply with all City bylaws in respect of subdivision, issuance of a development permit as required under the City's Official Community Plan and other development authorizations required.

PAYMENTS

30. Subject always to the Developer's acknowledgement and agreement that the discretion of the City to charge and/or collect, as the case may be, any fees or charges of general application can not be and is not in any way fettered, limited or restricted, the parties agree that concurrent with issuance of a building permit or approval of a subdivision, the Developer shall pay all amounts required by the City in respect of the portion of the Lands to be subdivided or built upon, including, but not limited to:

1. Section 215(A) levies payable at the time of issuance of building permits and fees under the City of Port Moody Bylaw No. 2020; and
2. GVS and DD Development Cost Charges.

SECURITY REPLACEMENT

31. The City acknowledges and agrees that certain elements of the Developer's obligation pursuant to this Agreement will be secured by letter of credit, prior to the approval of the first subdivision application on the Lands for the pedestrian overpass, and at the time of the applications to develop the Lands under the terms of approval for subdivisions, development authorizations or building permits as provided under this Agreement, City of Port Moody Bylaw No. 2020 and Subdivision Servicing Bylaw No. 1804.

32. The City acknowledges and agrees that it will release portions of the security in stages so long as it receives replacement security for the balances applicable under this agreement to its reasonable satisfaction as the Lands are subdivided and phases of the project are developed.

MAINTENANCE

33. The Developer shall at all times and at its own expense keep and maintain the engineering and servicing works for a period of one year after certification of substantial completion by the City under the terms of the City's Subdivision Servicing Bylaw No. 1804 and at its expense keep and maintain the landscape works for a period of two years after certification of substantial completion by the City under a development authorization in good and sufficient repair and condition to the satisfaction of the City.

34. The Developer shall not alter, expand or make any structural alterations to the Works other than normal maintenance and repair without the prior written consent of the City.

35. If the Developer fails to keep the Works in good repair to the satisfaction of the City, the City may, acting reasonably, for the periods of time referred to in Section 33 above, cause such repairs to be made, including structural changes, as it deems necessary at the Developer's expense. The Developer shall pay the costs of the repairs to the City forthwith on demand.

FUTURE FINANCIAL CONTRIBUTION TO MAINTENANCE OF OPEN SPACE AND HABITAT ENHANCEMENT AREA

36. The Developer acknowledges and agrees that prior to the issuance of a development authorization for any portion of the Lands, it shall enter into an arrangement with the City in form and substance satisfactory to the City obliging the Developer and its successors in title to contribute to the City or its designate \$24 per dwelling unit per annum for each dwelling unit constructed or to be constructed on that portion of the Lands which such contribution to continue until a fund equal to \$260,000 has been established after payment of any or all expenses paid to that point in time and to be used by the City for the maintenance, repair and monitoring of improvements in the habitat enhancement area and for the maintenance of the open spaces, the west entry feature, habitat enhancement area, public art and the walkway surfaces within the greenways shown and described within Schedule "A" after the Developer's maintenance period under this Agreement. It is understood that the City shall be responsible for collection of the contributions provided under an agreement established under this section.

INDEMNITY AND INSURANCE

37. The Developer indemnifies and holds harmless the City from all claims of any kind, however caused, whether known or unknown, arising out of or in any way connected with the Agreement, other than the negligence of the City.

38. The indemnity in Section 37 includes, without limitation, a claim for loss or injury to persons or to property due to the Developer's negligence or to the Developer's failure to comply

with the City's bylaws or any one of them or with any provision of this Agreement but such indemnification shall not extend to negligence by the City.

39. The Developer shall take out and maintain, with such companies and on such terms as are acceptable to the City, at the Developer's expense, at all times while this Agreement is in force, comprehensive general liability insurance covering without limitation premises and operations liability, and contractual liability with respect to design, construction or maintenance of any works, services or amenities that will become dedicated to public use or transferred to the City (the "Works"). The limits of liability for personal injury, property damage and contractual liability combined shall be for not less than \$5,000,000 for each occurrence or such other reasonable amount as may be determined by the City from time to time for each occurrence. The City shall be added as an additional named insured under the policies of comprehensive general liability insurance. A cross liability clause shall be made part of the policies of comprehensive general liability insurance. All policies shall provide that they shall not expire, be cancelled or be materially changed without at least thirty (30) days prior written notice to the City by registered mail. Prior to the commencement of any work hereunder, and otherwise as the City may request, the Developer shall file with the City certified copies of each insurance policy required hereunder, or such other proof satisfactory to the City that all such policies are in force as may be applicable. Should the Developer neglect to obtain or maintain insurance as aforesaid or to deliver the policy or policies thereof to the City, the City shall have the right to, but shall not be obligated to, obtain or maintain such insurance, and the Developer hereby appoints the City its true and lawful attorney to do all things necessary for this purpose. All monies expended by the City for insurance premiums under the provisions of this Section shall be charged to the Developer and payable by the Developer to the City forthwith on demand.

40. No finding of negligence, whether joint or several, as against the City in favour of any third party in an action to which the Developer was not a party, shall operate to relieve or shall be deemed to relieve the Developer in any manner from any liability to the City, whether such liability arises under this Agreement, under the provisions of the Local Government Act as amended from time to time or otherwise.

RELEASE

41. The Developer releases the City from all claims of any kind, whether known or unknown, which the Developer now has or at any future time may have, however caused, arising out of or in any way connected with this Agreement, the construction, maintenance, existence, use or removal of the Works, or the exercise by the City of any of its rights in this Agreement, other than due to the negligence of the City.

42. Without in any way limiting the preceding section, subject, however, to the balance of this section, the Developer acknowledges and agrees that it shall have no claim for entitlement to reimbursement or return of any amounts to be paid pursuant to this Agreement or secured for payment by way of this Agreement or any works, services or amenities referred to herein that it has agreed to provide. The Developer covenants and agrees to not claim or commence or continue an action in any Court or other forum seeking recovery, return or compensation in respect of any of its obligations hereunder except for the release of securities after the completion of the works and the maintenance period for these works for which the Developer is responsible for constructing under this Agreement.

CHARGE ON LAND

43. All amounts owed by the Developer to the City under this Agreement that are not paid by the end of any calendar year, whether by default or otherwise, shall be deemed to be a charge or lien on the Lands with priority over any claim, lien, privilege or encumbrance of any person except the Crown. The registration of any document is not required to preserve this charge. It is in addition to all other remedies the City has for the collection of the amount owed. The amount of the charge may be collected by the City in the same manner and with the like remedies as ordinary taxes on land and improvements under the Local Government Act as amended from time to time.

RIGHT OF ENTRY

44. The City's servants or agents shall have the right at any and all times to enter into and upon the Lands for the purpose of constructing, maintaining, inspecting or removing any public

works or utility in the vicinity or for the purpose of maintaining or repairing the Works under this Agreement.

ALTERATIONS TO CITY PROPERTY AND PUBLIC WORKS

45. In the event of any alteration or change made necessary to any meter, water service, sewer or other public works or utility in the vicinity of the Lands by the construction, maintenance, use or removal of the Works, or the development of the Lands, the Developer shall reimburse the City for whatever expenses it may incur in making the alterations or changes that are deemed necessary by the City, acting reasonably.

CITY'S RIGHTS RESERVED

46. This Agreement does not in any way restrict the right of the City at any time to widen, raise or lower the highway or boulevard abutting or adjoining the Lands.

INTERPRETATION

47. The waiver of default by either party shall not be deemed to be a waiver of any subsequent default by that party.

48. Whenever it is required or desired that either party deliver or serve a notice on the other, the delivery or service shall be deemed to be satisfactory if and deemed to have occurred when the notice has been:

- (a) served personally, on the date of service; or
- (b) mailed by pre-paid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address on the first page of this Agreement for that party or to whatever address to which the parties from time to time may in writing agree, except that in the event of a strike or

disruption in postal service, the notice shall not be deemed to be received until actually received.

49. Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

50. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, elected officials and invitees of such party whenever the context so requires or allows.

51. Section headings are included for convenience only. They do not form a part of this Agreement and shall not be used in its interpretation.

52. Any opinion which the City is entitled to form in this Agreement may be formed on behalf of the City by the Director of Planning & Development Services, in which event the opinion of the Director of Planning & Development Services shall be deemed to be the opinion of the City for the purposes of this Agreement.

53. If any part of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

54. This Agreement shall enure to the benefit of and be binding on the parties hereto NOTWITHSTANDING any rule of law or equity to the contrary.

55. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

56. Nothing in this Agreement obligates the City to enforce any provision herein or impose any requirement with respect to any of the provisions in this Agreement.

57. Where any term including, but not limited to, parcel, lot or area is used in this Agreement, such shall be interpreted in a manner consistent with the use of those terms in Schedule "B" hereto.

58. The provisions of this Agreement may be amended, altered or varied by mutual Agreement of the Developer and City in writing and without limiting same, the provisions of this Agreement relating to road standards, landscaping and greenways may be varied by development authorization as permitted by City of Port Moody Bylaw No. 2020, provided that any such variance does not conflict with Schedule "B" to this Agreement and further provided that the Developer and the City may agree to a mechanism for deferring by reserving land and securing the construction of common indoor recreation space to be located elsewhere in the CD28 Zone as provided in Schedule "B".

59. This Agreement shall (except for any indemnities of the Developer which shall survive termination) terminate and any applicable covenants that are not intended to have ongoing effect after completion of development be discharged from title at such time that the Lands are completely developed under the terms of Schedules "A" and "B" of this Agreement.

60. Commencing on January 1, 2003, all dollar value amounts identified within this Agreement shall be increased annually on January 1st of each year thereafter by the annual Vancouver CPI for the proceeding year.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and the year first above written.

IN WITNESS WHEREOF the Corporate Seal of the Developer was hereunto affixed in the presence of:

Robert Ratiff
Print Name: Robert Ratiff

George Valentine
Print Name: George Valentine

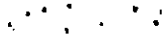
C/S

The Corporate Seal of the City of Port Moody, was hereunto affixed in the presence of:

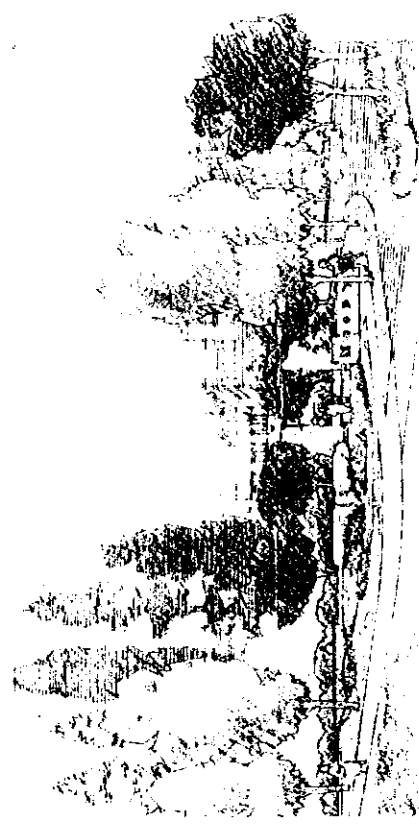
A. HUBERT
A / Mayor A. HUBERT

Kelly Head
A / City Clerk Kelly Head

C/S



SCHEDULE "A"
IPSCO Lands Rezoning Application



July, 2002

IPSCO LANDS REZONING APPLICATION

IPSCO LANDS • PORT MOODY

REZONING APPLICATION – July 2002

PROJECT TEAM

CLIENT IPSCO Inc.

PLANNING AND URBAN DESIGN CONSULTANTS

Downs/Archambault & Partners,
Davidson Yuen Simpson
Architects and Planners

LANDSCAPE ARCHITECTS

DIMG Landscape Architects

ENVIRONMENTAL CONSULTANTS

Pottinger Gaherty
Environmental Consultants

TRANSPORTATION CONSULTANT

Ward Consulting Group

GEOTECHNICAL

Macleod Geotechnical Ltd.

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IPSCO LANDS • PORT MOODY

REZONING APPLICATION

1.0 OVERVIEW

1.1 EXECUTIVE SUMMARY

The City of Port Moody and the owners of the IPSCO Lands site share a common vision for the 11.11 Hectare (27.5 acre) property - to create an environment of mixed land uses of high-quality design, which will contribute to the creation of a cohesive, identifiable part of the Inlet Centre with a strong pedestrian orientation.

The IPSCO site was part of a much larger industrial holding purchased by IPSCO in 1951. Parts of the original land holdings were donated to the Municipality and the residual industrial site (between Murray Street and the railway) functioned as a pipe plant until the plant was decommissioned in 1989.

IPSCO engaged Mr. Jack Nelson to represent their interest in the site and to rezone it to a predominantly residential mixed use project in 1995 and the present planning team has been working on the project for some time. The thrust of the planning work has consistently been to synchronize with the OCP.

IPSCO has worked closely with the City in resolving issues associated with the Habitat Enhancement Area in the center of the north side of the site, which have been incorporated into the overall planning for the land. A substantial portion of the existing storm water culvert which carries municipal storm water across the site will be daylighted, and a controlled amount of storm water will be diverted into a new water feature which will find its way across the site and tie into the now established Habitat Enhancement Area.

The proposed concept has been presented to the citizens of Port Moody through an open house and several workshops that have been held with senior staff to identify issues and to maximize the fit of the proposed rezoning with City objectives.

The broad concept for the site includes 7 areas of development (5 residential, 1 economic activity/mixed-use area) and an area of connected open spaces which incorporates proposed ponds and pedestrian trails. An internal road network provides access to the 14 development parcels proposed, the open space and Murray Street.

Pedestrian pathways connect each of the development areas to the community open space in the center of the site.

A landscape concept which maximizes the use of native and low maintenance planting has been developed for the IPSCO Lands and is clearly illustrated in this submission. Pedestrian friendly greenways, the Habitat Enhancement Area and planting for the daylighted portion of culvert, walkways, etc. have been illustrated and included with a specific plant list for the project.

Illustrative examples of low, mid and high rise building forms have been included and although not specific designs for the development sites, they have been chosen to convey the scale and character of the built-form intended for the site.

A summary of information that will be required for a by-law for the IPSCO Lands has been included in this application including proposed land uses, heights, densities, setbacks and a maximum number of units per each of the six development areas and individual parcels.

The anticipated approval process for the IPSCO Lands is included in the document, including the need for Development and Building Permits for each development parcel providing the City with the ability to confirm that objectives and guidelines established in the rezoning are incorporated in future permit applications.

1.2 INTRODUCTION / OVERVIEW

This document is submitted as supporting material to be read in conjunction with the December 27th 2000 application for rezoning of the IPSCO Site. The application has been made to rezone the IPSCO property (bounded by Murray Street to the west and north and the CP Rail line to the south and east) to CD-28. The site is zoned industrial and was most recently occupied by SAR Transit's precast plant. The City will also be pursuing a rezoning application for its triangular shaped parcel to the west of the site to permit construction of congregate care uses.

The proposed development will be an attractive residential/ mixed use project which will contribute tremendously to the revitalization of the Inlet Centre area of the City. This will establish a new community along the shore of Burrard Inlet adjacent to the existing waterfront park system on the former IPSCO pipe mill site. The development will provide spectacular views of Burrard Inlet and the north shore mountains, and job opportunities for those that want to work in this beautiful environment. The development will be consistent with the intent and Policies identified for the Inlet Centre in the Official Community Plan, and will be sensitive to the environment surrounding the site.

THIS SUBMISSION:

- contains an analysis of both the physical and planning context within which the proposal has been developed.
- identifies a number of relevant issues and discusses how these are to be addressed.
- proposes a development concept which best responds to the issues, constraints and opportunities for the site.
- includes illustrations of various aspects of the development which are intended to provide a notion of what the actual built form might look like.

IPSCO LANDS • REZONING APPLICATION

2.0 REZONING CONTEXT

2.1 LOCATION

The IPSCO Site is located in Port Moody's newly emerging Inlet Centre, between the Town Centre to the west and 'Newport Village' to the east; the City Hall / Library Complex and the recreation complex to the northeast and Inlet Park to the north. This project will provide a vibrant residential waterfront community in the heart of Port Moody.

2.2 SITE

The site is approximately 27.5 acres (11.11 hectares) in size, approximately 25% larger than the Concert/Inlet property immediately to the east. The site, no longer utilized by IPSCO for their pipe making operations has been remediated to Residential Standards. SAR Transit used the site for the prefabrication of concrete guideways being erected for the latest Skytrain extension, but has just completed the removal of its building, decommissioning the site.

The IPSCO site has a unique location and context. To the north lies the Inlet and Shoreline Park (the result of a 53-acre gift by IPSCO, to the City in the mid 1970's). To the east lies the 22-acre Concert Properties site known as Suter Brook, with the potential for 950 residential units. To the south lies the CPR railway line and the existing St. Johns Street commercial (and emerging residential-commercial) area. To the west is light industrial property which is also slated for redevelopment.

2.3 TOPOGRAPHY

The IPSCO property is on a gradually sloping site that drops approximately 8 meters in elevation from the south property line to the north where it borders Murray Street. A tidal inlet is located near the north property line. Habitat enhancement work has already been undertaken by IPSCO, with further work intended to expand this feature into a larger habitat and open space amenity for the community. The existing native shrubs and trees will be enhanced through the strategic planting of underrepresented native shrubs and trees. This landscape /open space concept is illustrated in the Landscape drawings and vignette sketches and is further explained in Section 6.3.

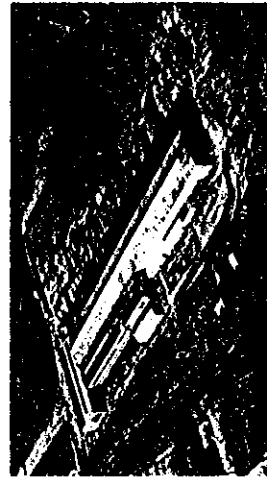
2.4 SITE HISTORY

IPSCO purchased approximately 100 acres at the head of the inlet in Port Moody, through its subsidiary Canadian Phoenix Corporation, almost fifty years ago. They built a pipe mill on the southern portion of the site, to prepare pipe for industrial applications and the drilling industry in Western Canada.

The plant was closed in 1989 after almost forty years in operation. IPSCO and the City of Port Moody enjoyed a close relationship during that time, and over the years, IPSCO gave the City many parcels of land. These included all of the right of way for Guildford Road, now Murray Street, from Murray Street to loco Road; all of the land at the head of the inlet for Inlet Park, from Murray Street to Campbell Road; and all the land that the present City Hall, works yard, and recreation center now occupy. IPSCO also understands how important the environment is to Port Moody and has provided the lands that the Noons Creek Hatchery sits on, and lands to the east of loco surrounding Noons Creek.

IPSCO's holdings in Port Moody have been reduced to the 11.11 hectares (27.5 acres) that are the subject to this application. The lands are currently vacant after a long term lease to SAR Transit. IPSCO has remediated the land, cleaning it to residential standard, following the requirements of the 'Contaminated Sites Regulation.'

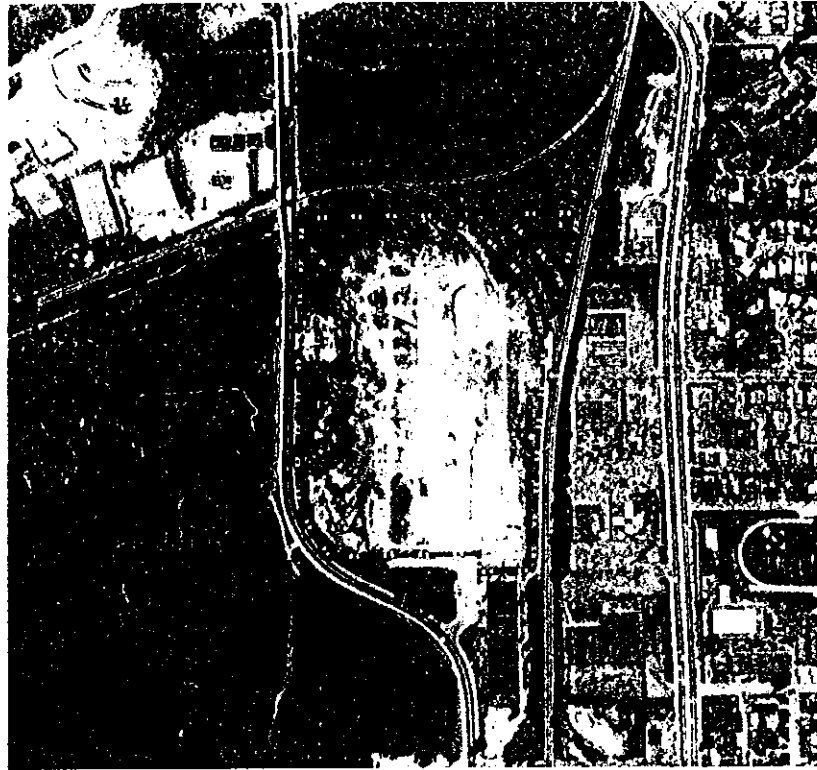
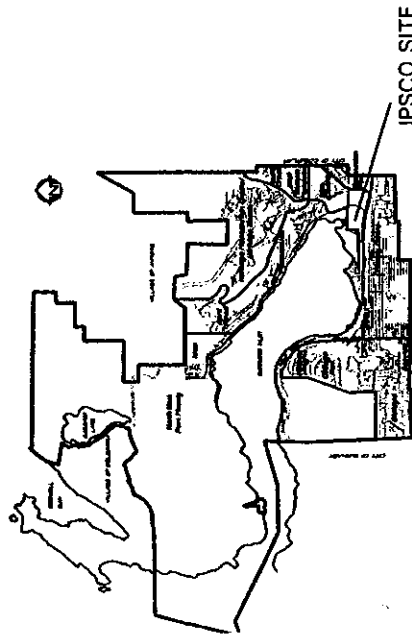
IPSCO is pleased that the City, the Department of Fisheries and Oceans and BC Environment have agreed to a strategy to "daylight" a substantial portion of the culvert that runs through this parcel. Turning portions of this storm drain into an amenity will be a wonderful benefit for this project, and the community at large. This will be a focal point for the project, while at the same time being a part of the greenway/pathway system proposed through the City, and part of the works needed to clean the storm water that will continue to be the source of water to this feature.



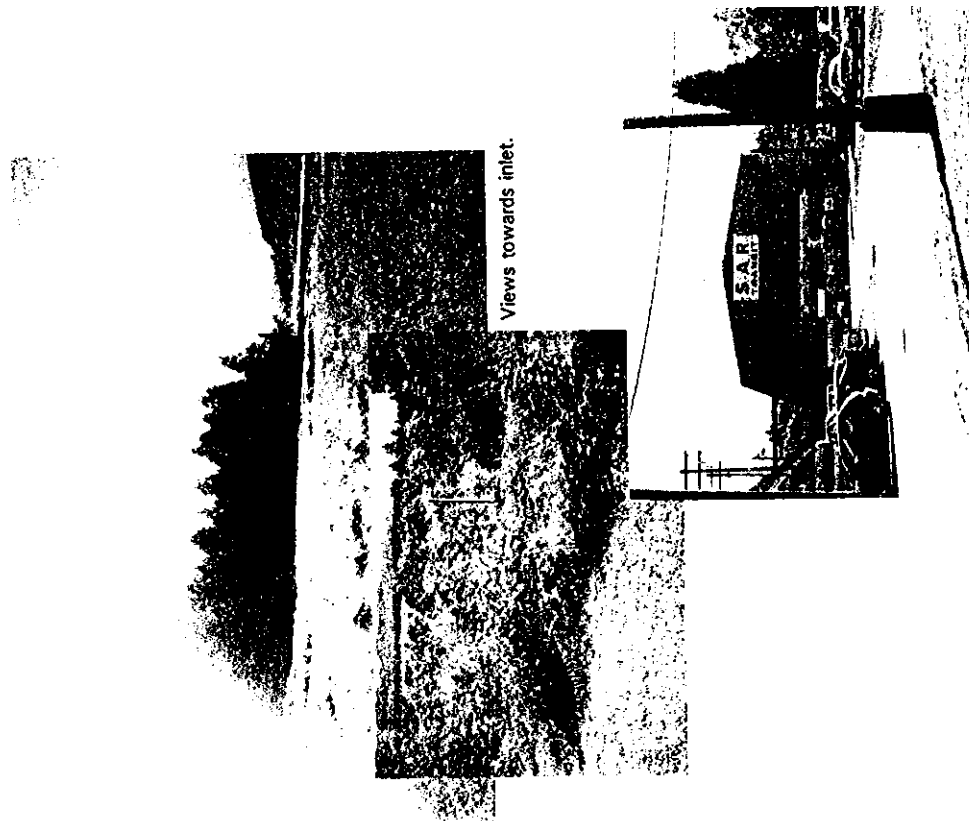
2.5 CONTEXT

The site currently is somewhat isolated from the remainder of the community by the rail line to the south and the embankment that separates the rail line from St. Johns Street. The area immediately south of the rail line is presently a mix of small-scale office and commercial development. Mixed use with higher density development is being contemplated along this major transportation corridor, as has happened to the west over the past few years. The east end of this area has been proposed for a future skytrain station location at Moray Street with a proposed pedestrian connection to the IPSCO site. The planning work for the IPSCO site has carefully provided for this eventuality.

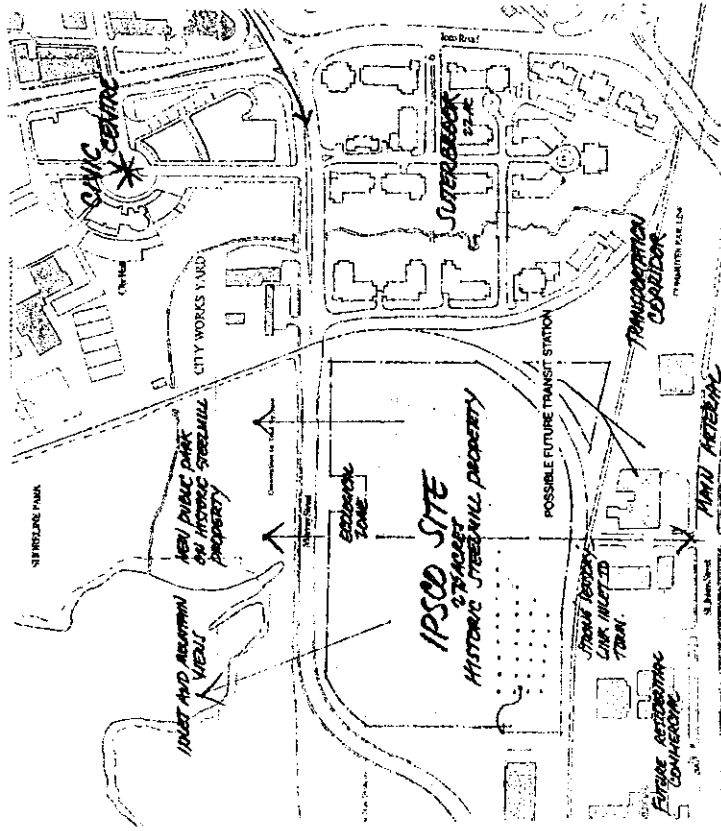
Immediately to the east is the IOCO rail spur line and the undeveloped Concert/Inuit site of some 22 acres (8.9 ha). Suter Brook will see both commercial and residential development to a maximum development potential of 950 units. This development together with the IPSCO property, will provide the opportunity of residing and working in close proximity to the Port Moody waterfront and the proposed rapid transit line.



2.6 SITE PHOTOGRAPHS AND VIEW POTENTIAL



The S.A.R. Transit buildings when they occupied the site.



3.0 PROPOSED LAND USE DENSITY

3.1 DRAFT ZONING BYLAW

INTENT

The intent of this Comprehensive Development (CD 28) zone is to facilitate development of: the 11.11 hectare property into a variety of parcels that will accommodate up to 1100 multiple family residential units, non-residential and mixed-use development intended to generate economic activity, and open space uses all in accordance with a comprehensive plan.

- This does not include the City-owned land (parcel #14).
- The City parcel #14 will be rezoned to permit economic activity and/or 48 dwelling units low-rise residential development under the separate CD-29 zone.

3.2 PERMITTED USES

The following uses are permitted within the Areas and Parcels shown and identified on the "Conceptual Land Use Plan":

Area 1: Medium/High Density Multi-Family/Commercial: Low rise (up to 4-storeys)

- Multiple Family Residential use in: Townhouses (side by side or stacked); and Apartments.
- Opportunity for Retail service use (Group 'A') at ground level.

Area 2: High Density Multi-Family: Low/mid rise (up to 8-storeys)

- Multiple Family Residential Use in: Townhouses (side by side or stacked); and Apartments.

Area 3: High Density Multi-Family: High rise (up to 22-storeys)

- Multiple Family Residential Use in: Townhouses (side by side or stacked when in conjunction with a tower); and Apartments

Area 4: Medium/High Density Multi-Family Low-rise (up to 4-storeys)

- Multiple Family Residential Use in: Townhouses (side by side or stacked); and Apartments

Area 5: High Density Multi-Family Residential/Commercial: Mid-Rise (up to 8-storeys)

- Multiple Family Residential Use in: Townhouses (side by side or stacked); and Apartments. Opportunity for Retail Service use (Group A) at ground and second level.

Area 6: Congregate Care/ Mixed Use / Economic Activity

- Parcels 13 and 14 (maximum- 5 storey)
- Parcel 8 (maximum 8-storey)
- Parcels 6,7 (maximum 22-storey)
- Congregate Care
- Multiple Family Residential Use
- max. 80% of total gross floor area in parcel 6 & 7
- max. 80% of total gross floor area in parcel 8
- Retail Service Use (Group A)
- Civic Use
- Assembly Use
- Hotel Use
- Entertainment Use
- Health Care Use
- Low Impact Light Industrial Use on parcels 6,7 and 8 provided that:

- (a) All uses and accessory uses thereto shall be carried on wholly within a completely enclosed building except for parking and loading facilities which shall be located within or to the rear of a building;
- (b) There is no bulk storage or processing of: lime; fertilizer; toxic or corrosive chemicals or acids; flammable liquids or solids; fertilizer, explosives, compressed gas; scrap or junk; wood, metal or other waste; fungicides, herbicides or pesticides; paint, varnish, oil shellac or turpentine; fish, fish oil or meal, animal oil or fat or vegetable oil or petroleum, bitumen or tar products or their derivatives;
- (c) There is no bulk materials handling, wrecking or salvaging of goods and materials; processing of raw animal products or the production, refining, processing or storage of dangerous goods as regulated and defined under any provincial or federal Act;
- (d) Nothing shall be done which is or shall become an annoyance or nuisance to the surrounding areas by reason of unsightliness, the emission of odours, liquid effluents, dust, fumes, smoke, vibrations, noise or glare; nor shall anything be done which creates or causes a health, fire or explosion hazard, electrical interference or undue traffic congestion; and
- (e) A "Low Impact Light Industrial Use", except for information technology services and "Table-Top Manufacturing", is not permitted on a lot on which residential or "Congregate Care Uses" are located; and
- (f) Where an interior or rear lot line of a lot containing a "Low Impact Light Industrial Use" abuts a residential, "Congregate Care Use" or land on which an institutional building is located, a 2.5 metre (8.2 ft.) high landscape screen or solid fencing is required.

Area 7: Open Space - no built form permitted

3.3 DENSITY

Within the CD-28 zone, Table 1 sets out "Base Densities" which represent the highest "Density" for each lot within each "Area" shown on "Schedule CD-28" which may be increased to not more than the "Maximum Density" also set out in Table 1 provided that:

- a) The lot receiving the "Density Bonus" does not have a "Density" which exceeds the "Maximum Density" for the "Area" in which the lot receiving the "Density Bonus" is located; and
- b) The "Density Bonus" will not allow more than 1100 dwelling units to be constructed within the CD-28 zone.

"Area" shown on "Schedule CD-28"	Base Density (units per net acre)	Maximum Density (units per net acre)
----------------------------------	---	--

Area 1:Medium/High Density Multi-Family/ Commercial: Low Rise	32.91	70
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Area 2:High Density Multi-Family: Low/ Mid Rise	54.30	80
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Area 3:Medium/High Density Multi-Family: High Rise and Low Rise Townhouses when in conjunction with a Tower	56.76	100
---	-------	-----

Area 4:Medium/High Density Multi-Family Low Rise	34.72	70
---	-------	----

Area 5:High Density Multi-Family/Commercial Mid Rise	50.00	80
---	-------	----

Area 6:Congregate Care/ Mixed Use/Economic Activity	36.75	100
--	-------	-----

Area 7:Open Space	0.0	0.0
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Overall Site Density (on gross site area) 1100 units / 27.47 Acres = 40.0 units/acre
 Overall Site Density (on net site area) 1100 units / 21.13 Acres = 52.1 units/acre

- The CD-28 zone under City of Port Moody Zoning Bylaw No.28 includes further information on regulations regarding density for the development.
- For further zoning information regarding the open space and setback provisions refer to Section 7.0 'Development Guidelines', Section 7.1 'Building Siting and Orientation', and Section 7.2 'Setbacks', of this document.

• Definitions: as per Section 3 of the current City of Port Moody City Bylaw. Zoning within the CD-28 zone, the following definitions apply:

"Area" means a portion of the lands shown and identified on "Schedule CD-28" by numbers in the diamond which includes "Parcels" that may be further subdivided into lots as defined under City of Port Moody Zoning Bylaw No.1890.

"Base Density" means the highest "Density" permitted for an "Area" of land before any additional dwelling units are permitted through a "Density Bonus" as provided within the CD-28 zone.

"Congregate Care Use" means a private hospital, retirement home, or group home or other facilities licensed under the Community Care Facilities Act where on-site staff provide care to residents.

"Density" means the number of residential units permitted for an "Area" of land expressed in dwelling units per hectare or dwelling units per acre.

"Density Bonus" means the additional "Density" and consequent additional number of dwelling units which are permitted on a lot in exchange for the provision of an amenity in the form of "useable open space" secured for public use and access.

"Health Care Use" means medical offices and drug dispensing use, medical laboratory or hospital.

"Low Impact Light Industrial Use" means the manufacturing (including "Table-Top Manufacturing"), fabricating, assembly, storage, wholesaling and distribution of goods; film and television production, information technology services, and excludes vehicle and heavy equipment servicing, the wrecking or salvaging of materials or things, metal fabricating and bulk material processing.

"Maximum Density" means the highest "Density" permitted for an "Area" of land as set out in Table 1 of Section 98.6 (1) based on the "Base Density" plus any additional dwelling units permitted through a "Density Bonus" as provided within the CD-28 zone.

"Parcel" means a portion of the lands shown and identified on "Schedule CD-28" by a number within a circle, which may be subdivided into "Lots" as defined under Section 3 of City of Port Moody Zoning Bylaw No.1890.

"Table-Top Manufacturing" means the research and development and manufacturing associated with electronic and consumer products which may be located in a building containing residential uses only as permitted by, and subject to the, provisions of the B.C. Building Code.

3.4 HEIGHT

The intent for the development is to allow for a variety of building heights in this community, generally increasing to the south. This creates interest and diversity at the street level together with encouraging an array of housing options from 2-4 storey buildings, through 4-8 storeys with the flexibility of 22 storey towers. This variety of building height, while providing some design flexibility for the individual development parcels, would have to meet the overall development setbacks and lot coverage. This is so that a level of consistency in the public realm, which is so important to the overall concept, is maintained. Whether a particular parcel is developed as low-rise, mid-rise or high-rise buildings, the overall urban design objectives of the streetscape must be respected and enhanced in the final building designs.

Area 1: Medium/High Density Multi-Family/Commercial
Opportunity at Grade: Low Rise (max. 4-storey) 13.5m (44.3ft)

Area 2: High Density Multi-Family: Low/ Mid Rise (max. 8-storey) 27.0m (88.6ft)

Area 3: High Density Multi-Family: High Rise (max. 22-storey) 70m (230ft)
Parcel 5 (min. 6 storey) except for townhouses 20m (66ft)
which may be 2 storeys

Area 4: Medium/High Density Multi-Family: Low Rise (max. 4 storey) 13.5m (44.3ft)

Area 5: High Density Multi-Family/Mixed Use/Commercial 27.0m (88.6ft)
Mid Rise: (max. 8-storey)
Opportunity for Retail Service use (Group A) at ground and second level.

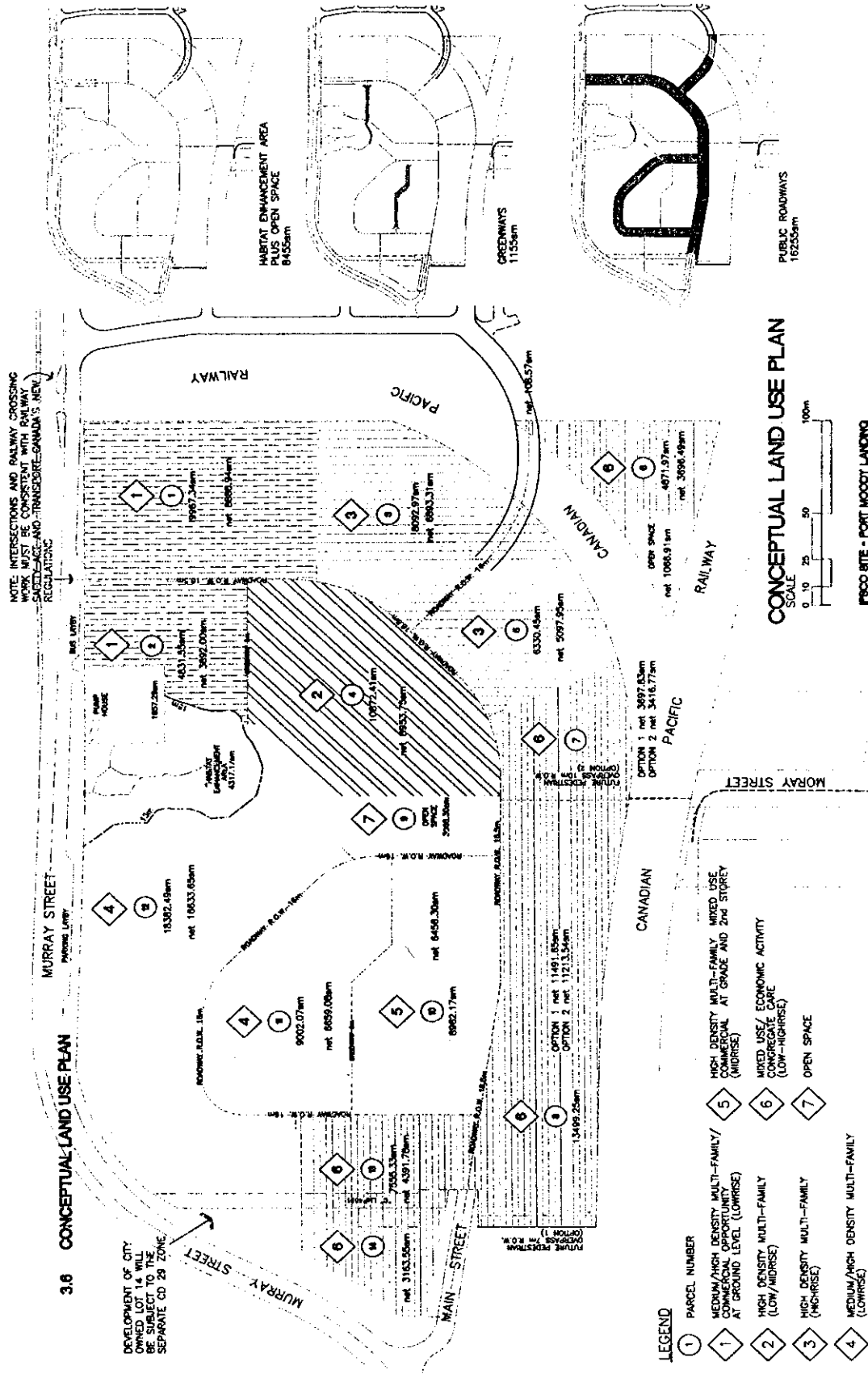
Area 6: Congregate Care/Mixed Use/Economic Activity Zone

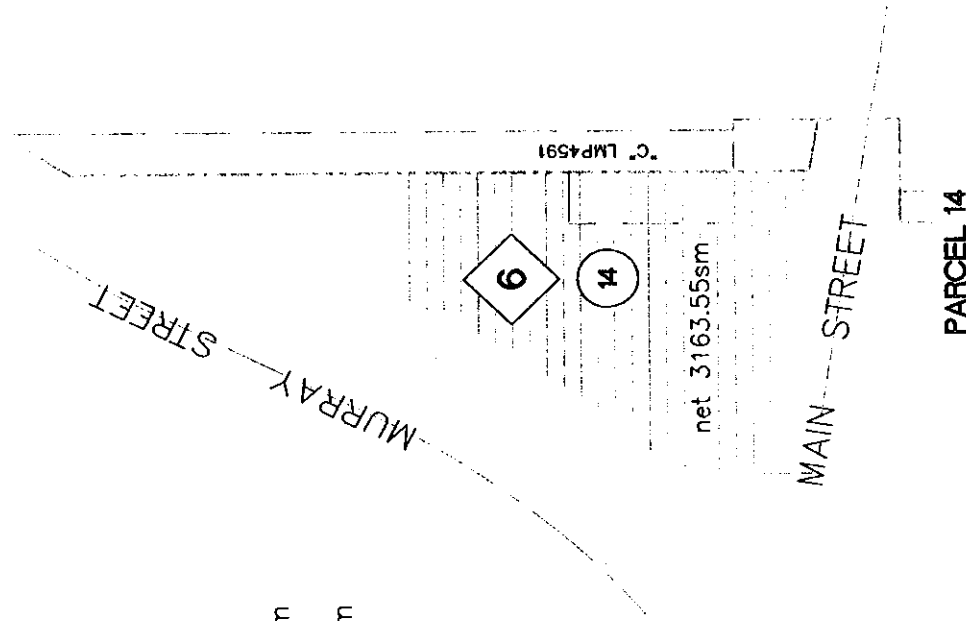
- Parcel 6, 7 min. 5 storeys - 17m (56ft)
max. 22 storeys - 70m (230ft)
- Parcel 8 max. 8 storeys - 27.0m (88.6ft)
- Parcel 13 and 14 max. 5 storeys - 17m (56ft)

Note: "height" is intended to include a provision for the addition of peaked roof forms where needed.

3.5 STATISTICS

- a) Gross Site Area: 27.47 acres 111,171 SM
- b) Habitat Enhancement Area & Open Space 2.09 acres 8,455 SM
- c) Greenways 0.29 acres 1,155 SM
- d) Public Roadways 4.02 acres 16,255 SM
- e) Net site area (excludes b, c & d) 21.07 acres 85,306 SM
- f) Number of Residential Units 1,100 units maximum
 - Area 1 130 Units
 - Area 2 150 Units
 - Area 3 210 Units
 - Area 4 250 Units
 - Area 5 100 Units
 - Area 6 260 Units
 - Area 7 Open Space
- g) Main Street R.O.W. 18.5 M wide
- h) Secondary Road R.O.W. 16.0 M wide





CITY OWNED LANDS

DEVELOPABLE AREA	3163.55	sm
OPEN SPACE AREA	1555.65	sm

4.0 DEVELOPMENT OBJECTIVES

4.1 CITY OBJECTIVES

The City of Port Moody, through its support with other lower mainland municipalities, of the Livable Region Strategic Plan, has clearly indicated its desire to achieve a livable and balanced community. The four fundamental strategies of the Livable Region Strategic Plan are to:

- Protect the Green Zone
- Build Complete Communities
- Achieve a Compact Metropolitan Region
- Increase Transportation Choice

The City goals are clearly articulated in the Port Moody Official Community Plan and particularly in the Neighbourhood Plan Areas for Inlet Centre. The Neighbourhood Plan for IPSCO Lands has contemplated the OCP's concepts embodied in this rezoning application as follows:

- Higher density forms of housing with approximately 1000 units on the IPSCO site
- A range of housing choices
- An intense mix of land use, reducing the automobile usage and creating a pedestrian oriented environment
- Creating additional local economic activity opportunities on the southern part of the Ipsco site

The OCP, by designating areas of Port Moody where Development Permits are required has established additional guidelines and policies to allow rezoning applicants to better understand the City of Port Moody objectives.

- Protection of the natural environment
- Protection of development from hazardous conditions
- Revitalization of commercial districts
- Guidelines to address the form and character of commercial, industrial, and multi-family housing developments.

4.2 OWNER OBJECTIVES

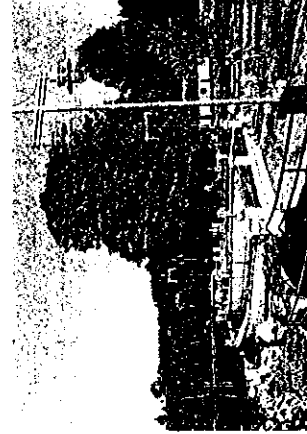
The IPSCO Lands are intended to offer a variety of housing types in a predominantly residential community. The inclusion of an economic activity / mixed-use zone along the south side of the site will allow for commercial, congregate care and other special needs residential, office and light industrial development to supplement the residential component, and provide for jobs close to home.

The project will be an attractive, high quality, residential /commercial development with a variety of housing types and building concepts. The proposed stepping of the buildings down towards the water together with the sloping topography will provide for views to the waterfront and north shore mountains beyond, particularly from the high-rise buildings.

A distinctive urban design network of tree-lined boulevards and a pedestrian greenway (linear parkway) leading to a Habitat Enhancement Area as its primary focus, will create a pedestrian-friendly walking environment with connections to the waterfront system of parks.

Underground parking for all developments in the property with some 'at grade' parking for the retail opportunity areas, promise to provide a green pedestrian and bicycle friendly living and working environment which is not automobile dominated.

The private and semi-private green space network within the IPSCO Lands will be connected with the adjacent parks and trails to form a linkage between human development and nature space.



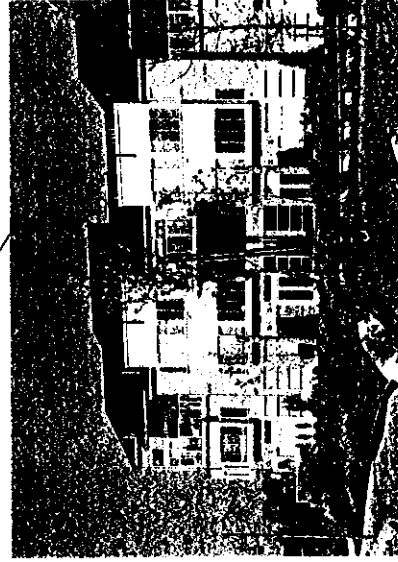
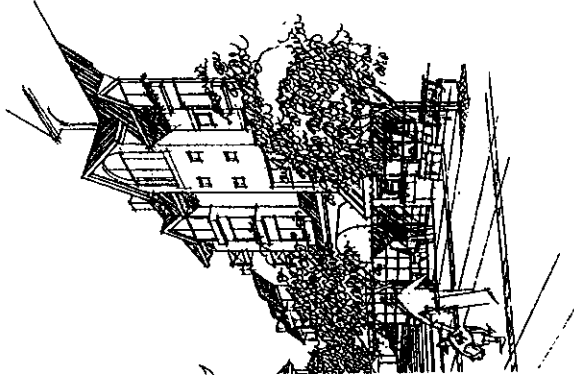
5.0. DEVELOPMENT CONCEPT

5.1 DESIGN AND PLANNING PRINCIPLES

Five major design and planning principles were adopted during the evolution of the project and utilized to provide a unique neighbourhood structure for the IPSCO Lands. They are:

- A clear definition of vehicular traffic roadways should be incorporated: a "Main Avenue" linking to the Murray Street collector road and the "Local Street" feeder roads which are more pedestrian oriented. All roads will include diminished right-of-way, visitor street parking and narrowing of the street at intersections to tame the automobile and focus on a street friendly environment.
- A small-block residential layout should dictate the fine grain layout of sub-neighbourhood parcels. These increments will ensure neighbouring and a scale of development compatible with traditional standards of livability.
- A pedestrian path system of "friendly" tree-lined sidewalks and dedicated "Greenways" should offer a variety of routes to housing, and open spaces, and will incorporate the "wellness walk" principle and connect with the surrounding places (next door neighbours, the existing township, Shoreline Park, the Civic Centre). Overview from homes, surveillance and security, are essential to the use and comfort of these pathways.
- Public Useable Open Spaces and semi-private Useable Open Spaces within the development parcels should enrich life in residential enclaves and enhance the spatial and environmental experience of the entire site for both residents and community. The 'Habitat Enhancement' Area and open space on Parcel 9 should be the neighbourhood focus with supplementary inner courtyards and linear greenways.
- The IPSCO Lands will provide for pedestrian links from St. Johns Street via a pedestrian overpass in Parcel 8 to Waterfront Park and a railway crossing to Suterbrook in order to tie this project to the amenities each of these areas will offer. As well this project must tie in with the existing and future transit system in order to link it to the rest of the lower mainland without severely burdening the road system.

The above principles will be incorporated into the Design Guidelines which will continue to influence the development of the IPSCO Lands during their build out.



5.2 HOUSING TYPES ILLUSTRATIVE EXAMPLES

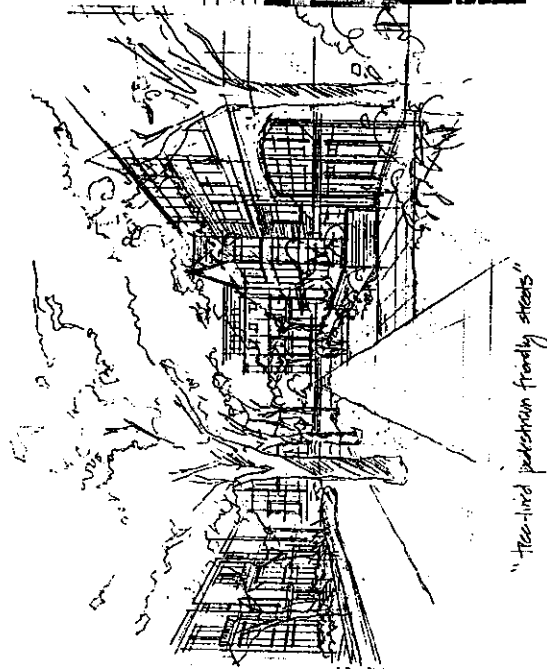
Four housing types have been illustrated below. These drawings and photos are intended to illustrate the architectural character of the varied building types and heights found throughout the neighbourhood. Use, density and building heights in individual areas to be consistent with Section 3.

Housing Type 1: Medium/High Density Multi-Family: Low rise (up to 4 storeys)

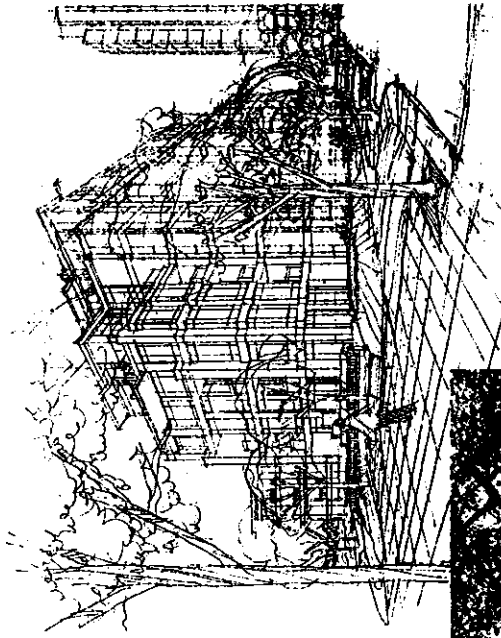
Housing Type 2: High Density Multi-Family: Low/mid rise (up to 8 storeys)

Housing Type 3: High Density Multi-Family: High rise (up to 22 storeys)

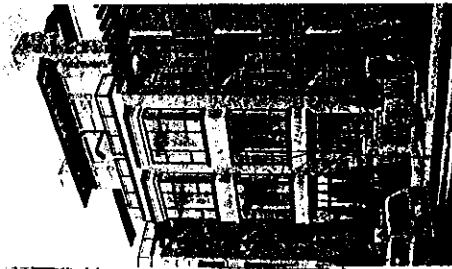
Housing Type 4: Congregate Care / Mixed Use / Economic Activity (a mix of building heights)

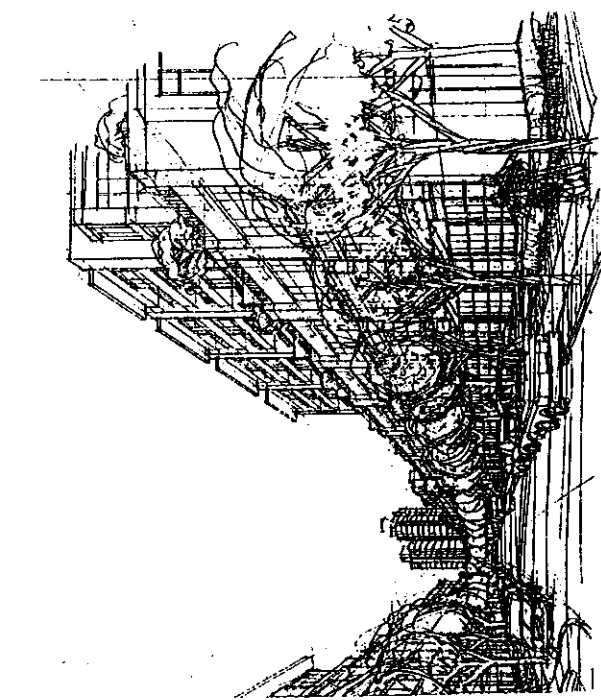


TYPE 1: LOW-RISE RESIDENTIAL

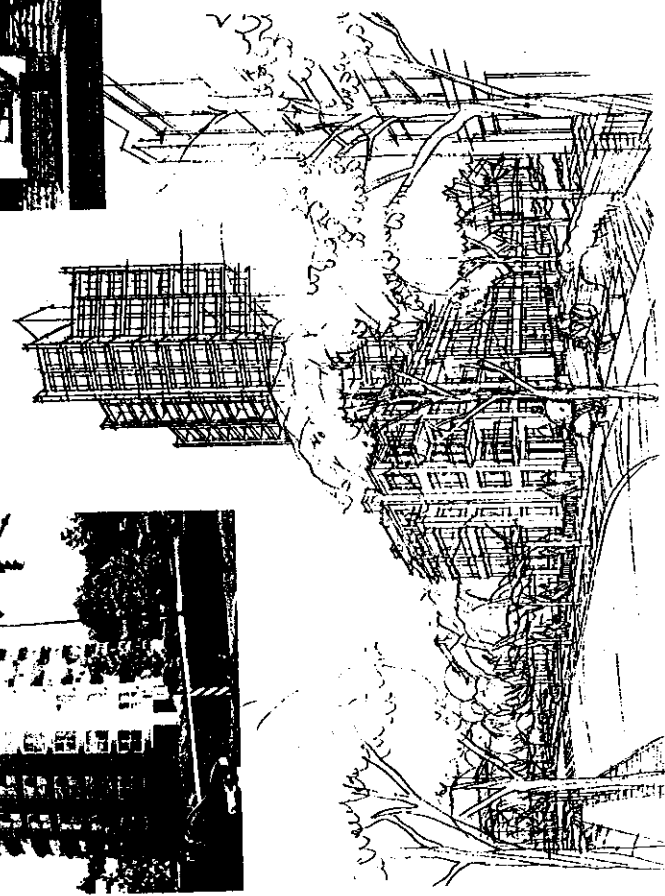
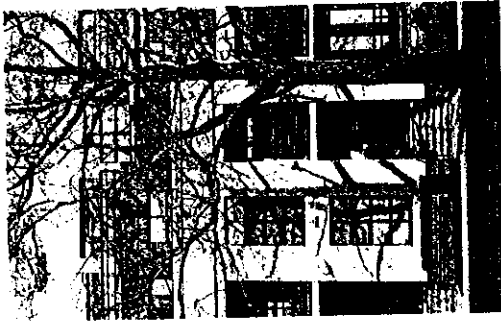
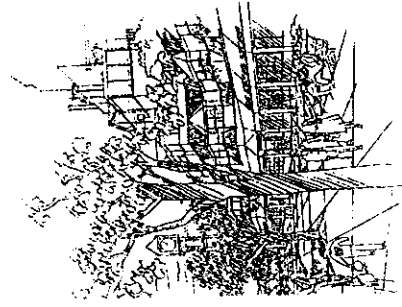


TYPE 2 : LOW/MID-RISE RESIDENTIAL

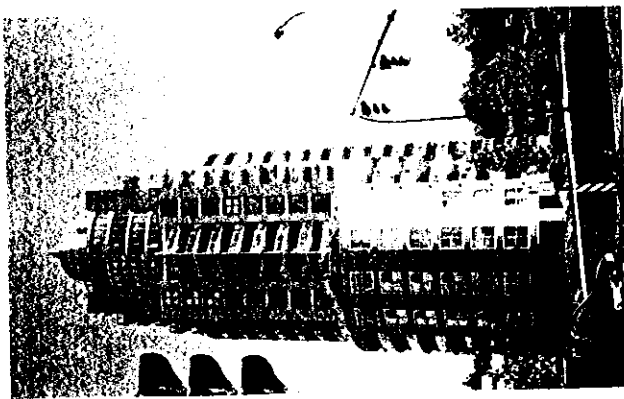


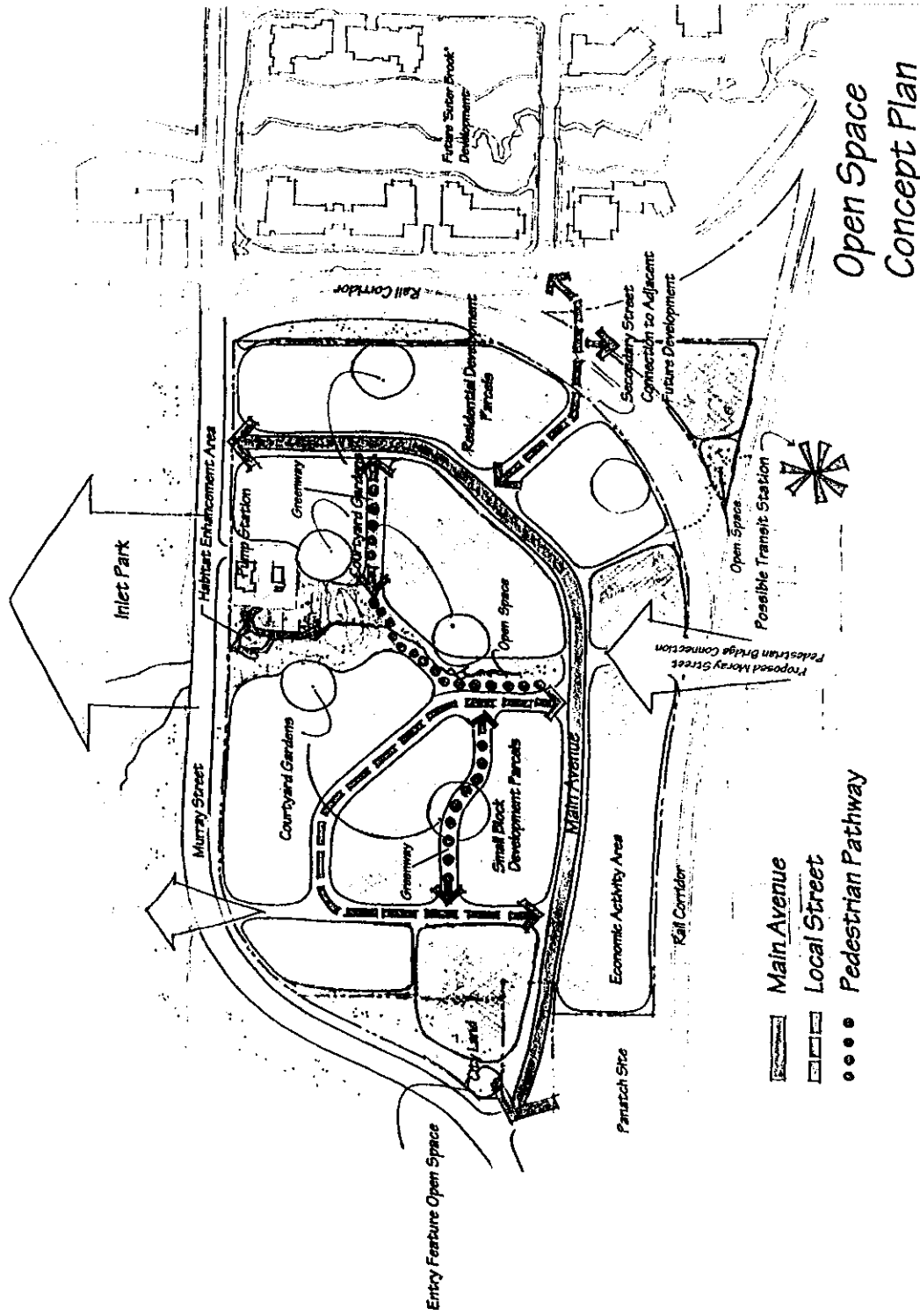


TYPE 4: MIXED USE/ECONOMIC ACTIVITY



TYPE 3: HIGH-RISE RESIDENTIAL





6.2 LANDSCAPE CONCEPT

LANDSCAPE

We believe the Landscape Concept for the IPSCO Lands meets the City objectives for development and will be achieved at the subdivision and development permit stages.

GREEN ZONE PROTECTION:

The existing Habitat Enhancement Area will be augmented with additional planting, within the setback contemplated, along its edges, and by the development of park lands with a water feature utilizing storm water runoff following a conceptual storm water management plan. Greenways / wellness walkways will link the development parcels with the internal Open Space and Inlet Park on the waterfront. The existing vegetation along south and east edges together with the park and HEA will provide a significant amount of greenspace. Linkages will be provided to allow future residential parcels to connect to the greenways.

PUBLIC REALM LANDSCAPE DEVELOPMENT:

Streetscape development includes feature paving at the site entry, principal intersections, and pedestrian crossings. Narrowed road widths will promote traffic calming and allow pedestrian priority at intersections. Street furnishings, benches, bike racks, street lighting, and bollards contribute to the liveability of the community, but also establish identity.

PEDESTRIAN ROUTES on the streets and within the Greenways have frequent rest stops, with seating, to allow walkers to pause while circulating through the site. Destinations within the site are provided at the central urban plaza, as well as at view point locations and the west gate entry feature.

THE CENTRAL PLAZA provides pedestrian entry into the major open space. The path system begins under thematic arches, which reference the recent historical use of the site. Concrete columns with steel overhead provide gates into the natural park system. The water feature uses an abundance of native trees, shrubs and aquatic plants which increase habitat and provide polishing of the storm water, improving the water quality. The pathways lead to a view point at the edge of the Habitat Enhancement Area. Modifications to the GYRD pumpstation and additional landscaping of their property will add habitat and reduce the visual impact of the existing blockhouse structures.

WEST ENTRY FEATURE:

The western entry to the site from Murray Street has an entry feature parkette incorporating an art structure and water feature. The design elements are similar in character to those used at the Central Plaza in the Open Space in Parcel 9.

The southern and eastern boundaries are not formally part of the public realm. They are rear lot lines, but the interface with the rail right-of-ways makes a response sensible. The landscape plan proposes a continuous 8' tall acoustic barrier fence along the south rail frontage. A grouping of native Cedars and other deciduous trees, and grading which reflects the CPR's decision criteria, will augment the fence and existing natural screening of the rail lines.

The greenway linking the HEA with the main avenue provides a more urban pedestrian route, with a water feature at the entry. This pedestrian system will provide unique central mews for the benefit of adjacent residential development that will eventually connect to the pathway system proposed through the Concert site.

The east-west Murray Street frontage will be redeveloped with sidewalk, grass boulevard, street trees and enhancement of native planting at the edge of the site.

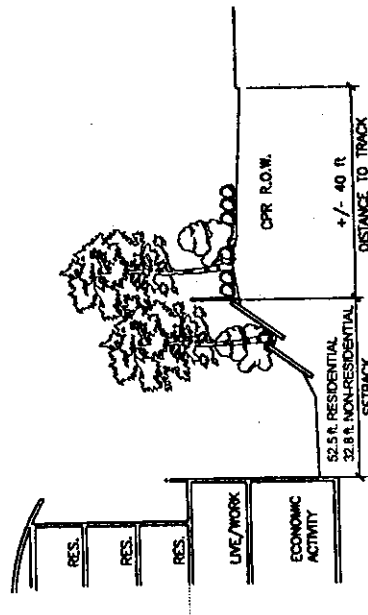
Plant selection throughout the site follows Naturescape principles, of native plants and those that provide seeds, berries and nectar. The vegetation will provide food and shelter for wildlife.

A portion of the triangular-shaped area at the south-eastern corner of the site, located between the tracks, will be developed as Open Space, complete with water feature. This area will be augmented with planting to provide for polishing of municipal storm water that will continue to be the source for this feature.

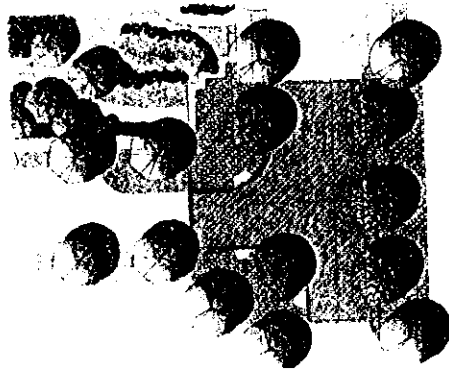
The pedestrian spaces similarly are designed as comfortable, secure spaces for the residents. "Wellness walkway" guidelines have been used as direction for the pedestrian system. In addition, all enclaves adjacent to the pedestrian walkway system will require access to the pedestrian network.

Landscape guidelines for the building enclaves will be created at the development permit and subdivision stages. This will provide direction that requires private space development to enhance the public greenway, and follows a similar direction, that has pedestrian friendly and environmentally sensitive living areas.

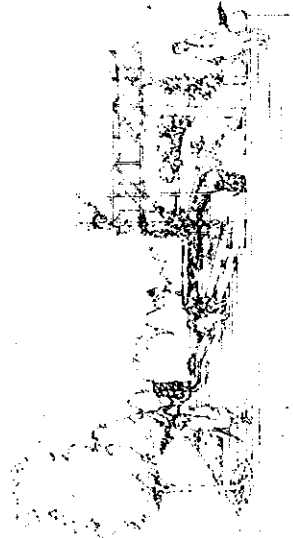
6.3 TYPICAL SECTION



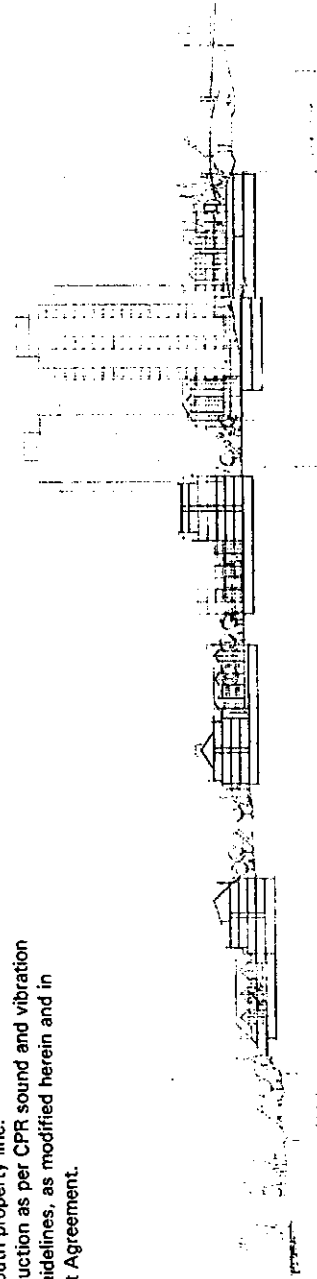
Section at South property line.
 Note: Construction as per CPR sound and vibration mitigation guidelines, as modified herein and in Development Agreement.



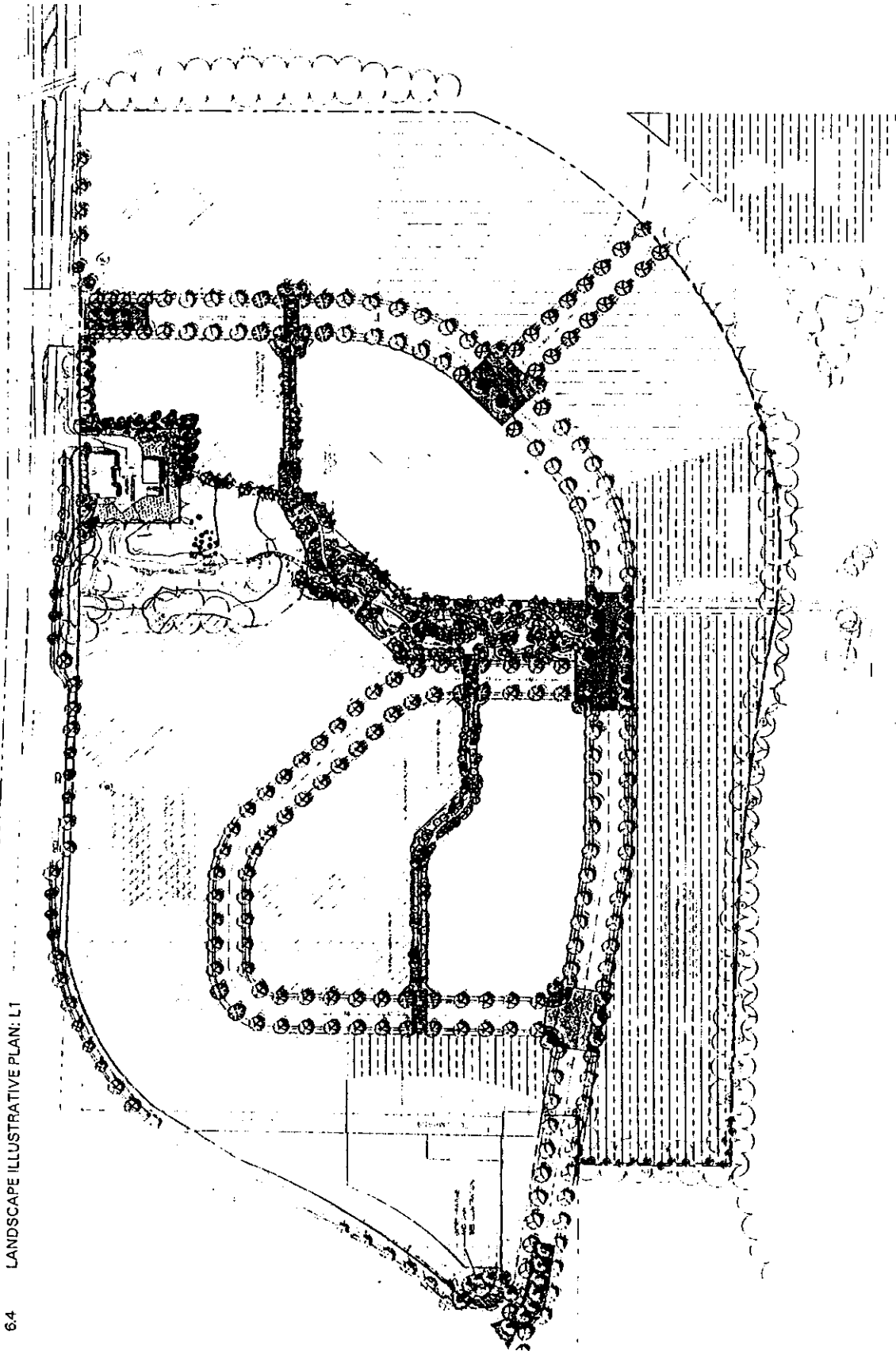
Paving pattern at Entry to greenway path system.



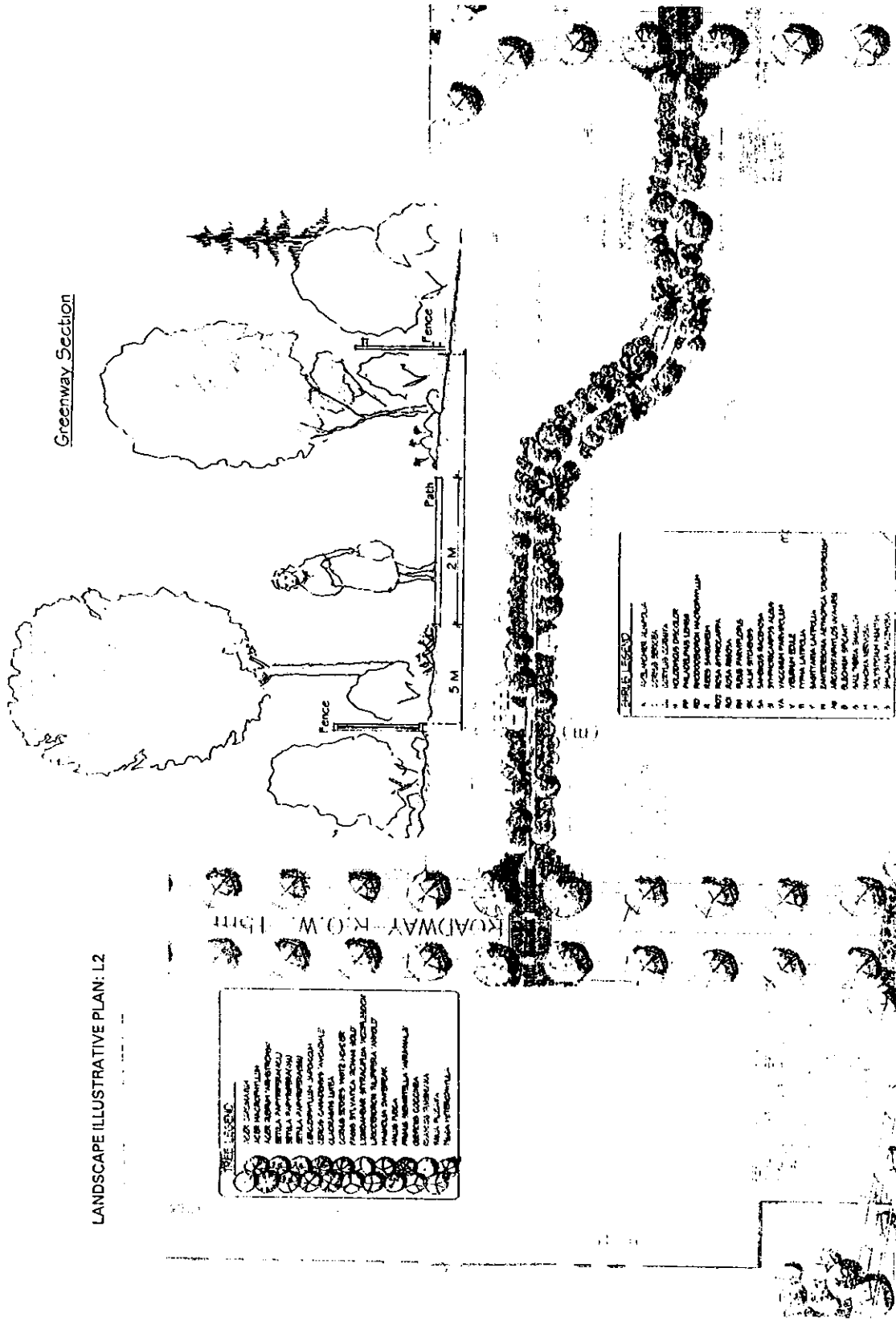
"Main" Street Entry to greenway path system in Parcel 9.

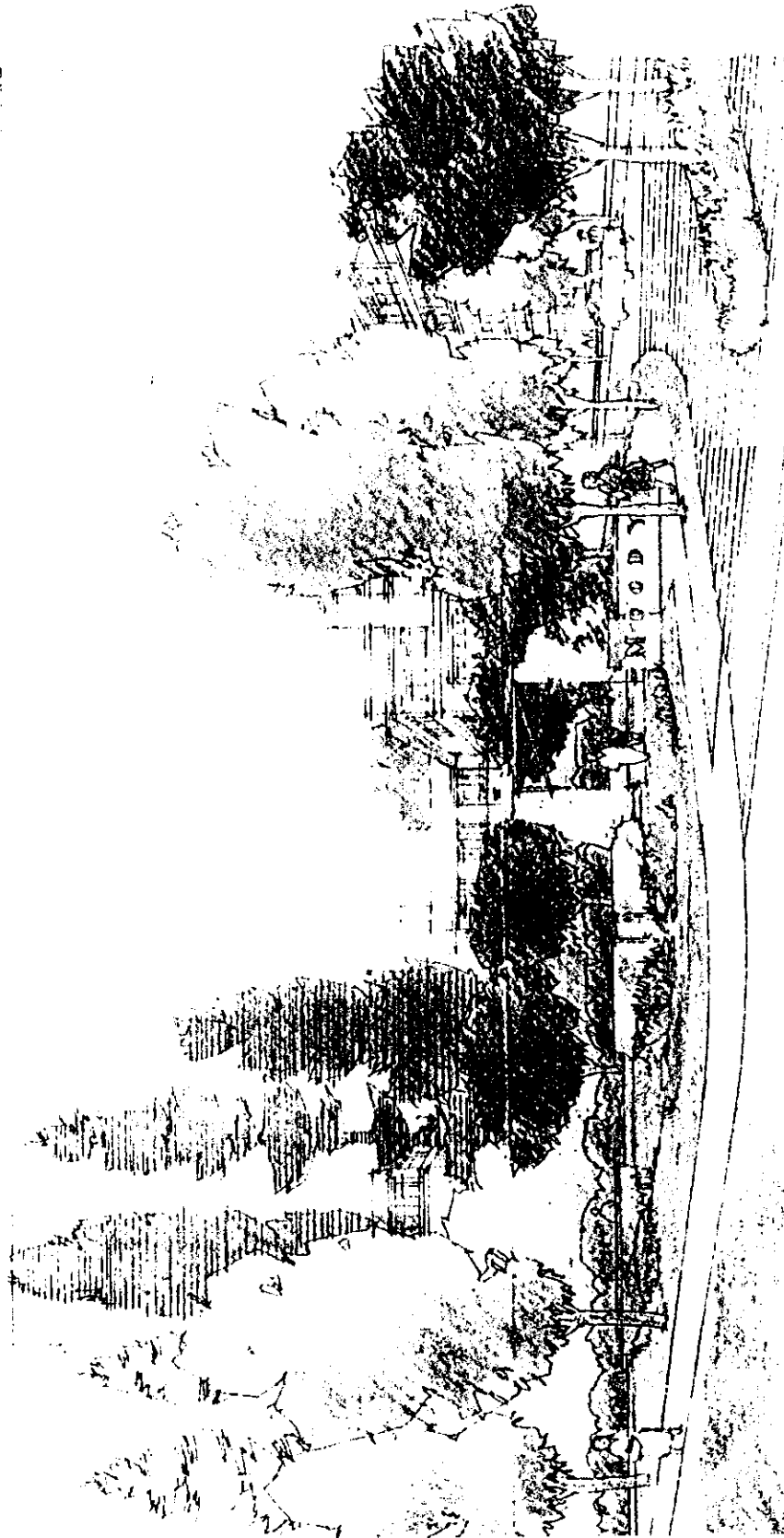


Section through site looking East



6.4 LANDSCAPE ILLUSTRATIVE PLAN: L1



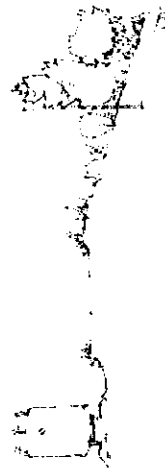


West Entry

Page 17.1

IPSCO LANDS • REZONING APPLICATION

6.5 LANDSCAPE ILLUSTRATIVE IMAGES



South Side of Site: Railway/Acoustic Fence/Ledge



South Side of Site: Railway/Acoustic Fence/Native Vegetation



East Side of Site: Railway/Native Vegetation/Acoustic Fence

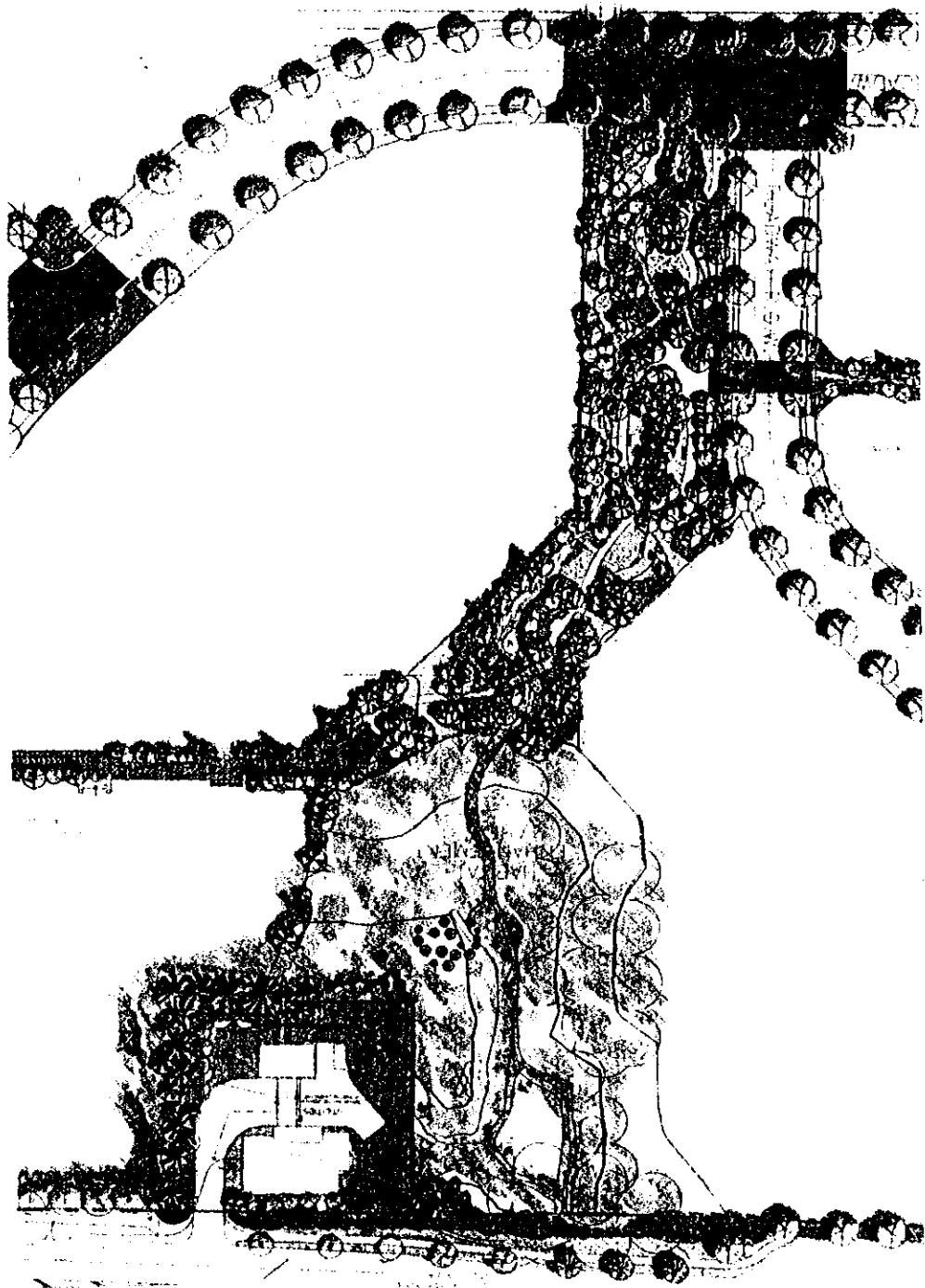
Note:
 The railway buffers will follow
 the CPR's vibration and sound
 mitigation guidelines.

Plan: West Entry

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IPSCO LANDS • REZONING APPLICATION

6.5 LANDSCAPE ILLUSTRATIVE IMAGES



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IPSCO LANDS • REZONING APPLICATION

6.6 ENVIRONMENT

HABITAT ENHANCEMENT

The Habitat Enhancement Area (HEA), a 1.06 acre parcel of land (2.09 acres including Open Space connected to it) west of the GVRD pump station, has been set aside to protect fish habitat within the stormwater channel in the south portion of the property. Enhancement work, including construction of in-stream fish habitat features, wildlife habitat and riparian plantings, were undertaken in the summer of 1995 and spring of 1996.

The proposed landscape plan shows additional planting within the HEA by the addition of larger native trees; the selection to be similar to that originally planted. Access to the HEA will be restricted by the provision of a split rail fence combined with the vegetative barrier planting.

We propose the existing landscape treatment at the pump station be enhanced by adding further native trees and shrubs in consultation with the GVRD. This will extend the existing habitat beyond the HEA. Planting along the south and east boundaries of this site will provide screening and further enhance the view.

South of the HEA, a stream-like water feature is proposed within the open space. The water feature will originate at the urban plaza at the south entry to the open space, wind its way through shallow marsh areas, and open ponds, and finally, cascade down into the HEA. This water feature is not intended to act as a fish bearing watercourse.

The open space will be landscaped with native shrubs, ground cover and aquatic plants at the water's edge in an effort to extend the character of Shoreline Park within the neighbourhood. Pedestrian opportunities will be provided within the open space while interpretive signage will describe the linkages between human activities within the watershed and the aquatic environment.

The development guidelines which will be established at the subdivision and development permit stages will direct the character of the built landscape, using Naturescape principals, to promote wildlife habitat.

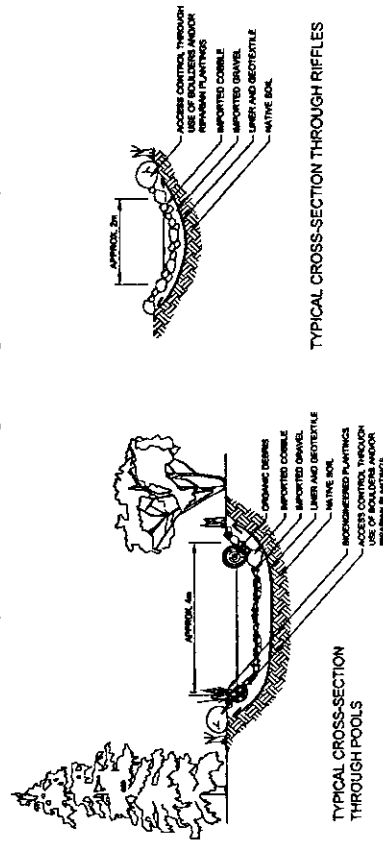
STORMWATER

The current rezoning application proposes the creation of a water feature that will extend southward of the habitat enhancement area under a Stormwater Management Concept Plan prepared by Pottinger Gahery Ltd. dated June, 2002. A portion of the stormwater currently being piped across the site to the habitat enhancement area will be intercepted and used as the main supply for the water feature. A storm sewer will be maintained across the site to convey the excess stormwater from upstream sources to the Habitat Enhancement Area.

The proposed water feature is intended to imitate a small riffle-pool stream. Its edges will be planted with native aquatic vegetation, which will provide water quality enhancement. The project will improve the quality of the City of Port Moody stormwater that issues from the upstream watershed.

At the time of subdivision, a detailed Comprehensive Stormwater Management Plan will need to be prepared to design the storm water system.

Clean runoff sources originating from the site will be directed, grades permitting, to the new water feature within the open space. These sources would include rooftop runoff, landscaped areas, pedestrian surfaces, foundation drains, French drains and lawn basins. Development of individual building sites may contribute to temporary water storage and release into the water feature. Roadway and parking lot runoff will be directed through oil and sediment interceptor units before being discharged to the municipal stormwater



7.0 DEVELOPMENT GUIDELINES

7.1 BUILDING SITING AND ORIENTATION

7.1.0 Lot Coverage

The maximum permitted lot coverage is 0.60 except for Parcels 6 and 7 where the maximum permitted lot coverage is 0.75.

7.1.1 Siting Exceptions

Refer to general provisions of the City's Zoning Bylaw.

7.1.2 Useable Open Space Provision

On each lot on which a development is sited, "useable open space" shall:

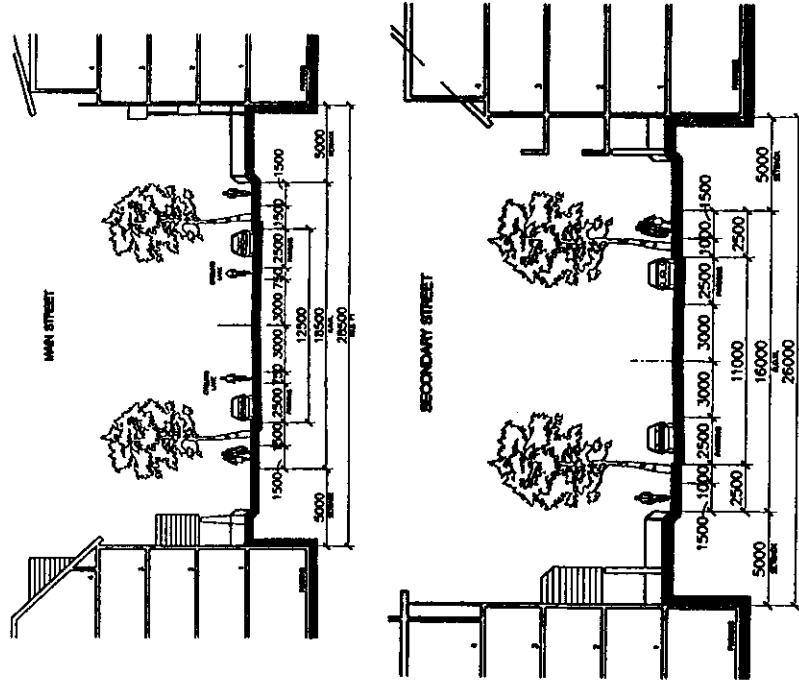
- (1) be provided on-site for all developments of 10 or more dwelling units;
- (2) be not less than five 5.0 square metres (54 sq.ft.) per dwelling unit plus any additional useable open space required under (3);
- (3) a lot which receives additional residential density shall be required to provide an additional 2.5 square metres (26.9 sq.ft.) of public useable open space for every additional dwelling unit permitted by a density bonus under the CD-28 zone;
- (4) be developed for use by residents with any additional public useable space required under (3) being secured for public use and access; and
- (5) be continuously maintained by the owners of the development.

*Note: The CD-28 zone under City of Port Moody Zoning Bylaw No. 1890 includes all provisions relating to density bonuses.

7.2 SETBACKS

- (1) The minimum building setback from a road, other than Murray Street, shall be 5.0 metres (16.4 ft).
- (2) The minimum building setback from Murray Street shall be 7.6 metres (25 ft.).
- (3) The minimum building setback from greenways and railway pedestrian over pass shall be 7.6 metres (25 ft.), but may be reduced to a setback of 5.0 metres (16.4 ft.) for up to 20% of the length of the building facade facing a greenway.
- (4) The minimum building setback from a railway right-of-way shall be 10.0 metres (33 ft.) except for the portion of buildings containing residential or congregative care uses which shall have a minimum setback of 16.0 metres (52.5 ft.).

- (5) The maximum setback from the road for Retail Services (Group A) shall be 5.0 metres.
 - (6) Other than provided above, there shall be minimum side yard and rear yard setbacks of 5 metres (16.4 ft.).
- *Note: Other setbacks exceptions are provided in th CD-28 zone.



Note: Boulevard and sidewalk widths may be adjusted within the R.O.W. provided.

7.3 LANDSCAPE

Note: The detailed development permit area design guidelines and servicing standards to be prepared at the time of subdivision along with the subsequent development permits will reflect the following in Section 7.3.

GENERAL PRINCIPLES:

ENVIRONMENTAL RESPONSIBILITY:

The landscape development will follow the "Naturescape" Principals that are endorsed by the City of Port Moody.

Landscapes are to be biologically diverse and will enhance the habitat created in the public realm.

Stormwater management will separate clean flows from vehicular surface drainage. Catchment from roof drainage and groundwater will be utilized and be directed wherever possible into water features as provided by the detailed Storm Water Management Plan to be prepared at the time of subdivision.

Permeable surfaces are to be used where possible to reintroduce surface waters into the natural subsurface drainage.

SOCIAL RESPONSIBILITY:

Site development should establish a pedestrian priority within the building enclaves. Walk-ways linking with the public realm greenways are necessary. Frequent access point along the path systems should follow the standards established by the public realm.

The principals of CPTED *Crime Prevention through Environmental Design* should be employed to design features that discourage crime while encouraging legitimate use of the landscape including territoriality, opportunities for natural surveillance, activity support, landscaping, good lighting, & security.

SPATIAL DEFINITION:

Transition between public realm and private spaces should be made by a combination of grade changes, planting separations, and constructed screening.

Continuous fencing separating the building enclave from the greenway / open space areas is to be discouraged.

Further separation of individual private residential spaces from the semi-private areas should follow similar practices.

AESTHETIC CONSIDERATIONS:

Design solutions found through combining ecologically sustainable landscapes with socially responsible public and private space organization are required.

SITE SPECIFICS:

Landscape development on parcels adjacent to the northeast entry from Murray Street must contribute to the entry presence by the character of the landscaping. The landscape treatment along Murray Street is required to compliment that provided on the boulevard.

Development in areas adjacent corner plazas and greenway entry points must similarly contribute to the public realm development by the character of the landscape treatment.

Development of parcels adjacent to the main CP rail lines on the south side of the site are to have a 10m setback for non-residential uses and 16m setback for residential and congregate care uses, together with an 8ft. high concrete fence for noise attenuation.

Development of parcels adjacent the central open space and HEA should include a landscape treatment that enhances the public realm landscape treatment.

Development adjacent greenways must establish pedestrian connections to the greenway; similarly development adjacent Murray Street should offer pedestrian access to the street.

DESIGN AND MATERIALS PRINCIPALS

SITE DEVELOPMENT AND PLANTING

Variation in grading through the use of mounding and contouring to emphasize grade changes is encouraged.

Planting design is required to respond to the grading differences. An abundance of diverse planting following *Naturescape* Principles is to be provided.

Planting of street trees within the property line at similar spacing to the public realm street trees for portions of the street frontages is encouraged.

WATER FEATURES

Water features within the parcel landscape areas are encouraged.

PEDESTRIAN PAVEMENTS / SURFACES

Special sidewalk treatments are encouraged at intersections; where provided they should use similar materials to the public realm. Permeable materials are encouraged where possible.

STREET FURNISHINGS

Street furnishings at building entries and on path systems should be provided. Where used, they should use the public realm models. See *Appendix - Section 10*

- le: Planters*
- Benches*
- Litter Receptacles*
- Bike Racks*
- Tables*
- Drinking Fountains*
- Lighting & Banner Poles.*

FENCING & SCREENING

Solid fencing, where used, should be screened with vegetation.

Separation of public / private spaces should be with a combination of grading, fencing and planting.

Continuous visible fence lines are to be discouraged.

Fences or walls in excess of 1.2 meters are not permitted within the front yards of buildings.

7.4 PEDESTRIAN MOVEMENT

Pedestrian travel within and through the IPSCO Lands will be facilitated and encouraged by the use of sidewalks along all streets and Greenways connecting various components of the project. Landscape planting and the generous use of street trees along the streets and Greenways will enhance the pedestrian experience. A particular effort has been made to encourage pedestrian movement and exploration of the open space and Habitat Enhancement Area on the north edge of the site. Pathways, benches, observation points, interpretive signage make the walking more enjoyable and pathway lighting will extend the time available to the pedestrian. On grade links to the north, to the east, to the west and a proposed pedestrian bridge to the south, over the tracks, will extend the pedestrian realm of the site for those who wish to walk through the site or from the site to the proposed neighbouring developments, parks and commercial area.

The pedestrian systems follow the principles established in the City of Vancouver "Wellness Walkway" Design Study Report.

The systems provide circuits of varying lengths and varying character to provide interest for the residents. Different experiences are available from urban mews to streamside path. All paths and sidewalks are designed to encourage mobility. The routes are barrier free; are 2M min. width. They will have construction detailing that minimizes unevenness for ease of wheelchair traffic.

Pedestrian crossings at streets and intersections have bulges to create a narrow roadway. The pedestrian crossings are furnished and treated with different associated features to provide identity and assist in finding your way about the community.

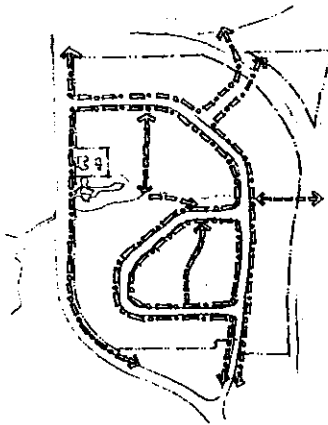
The greenway path system has frequent rest stops, seating areas that allow a pedestrian to rest or to enjoy the landscapes open space. Other feature areas have seating to allow wildlife viewing or to watch the children at play.

RETAINING WALLS

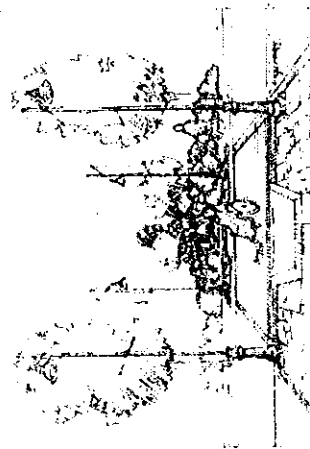
Where retaining is required, terraced walls using small concrete segmental retaining walls such as Pisa or Allen Block or similar materials are encouraged. Large size lock block or cast-in-place concrete without architectural finishes are not permitted.

LANDSCAPE CONSTRUCTION STANDARDS

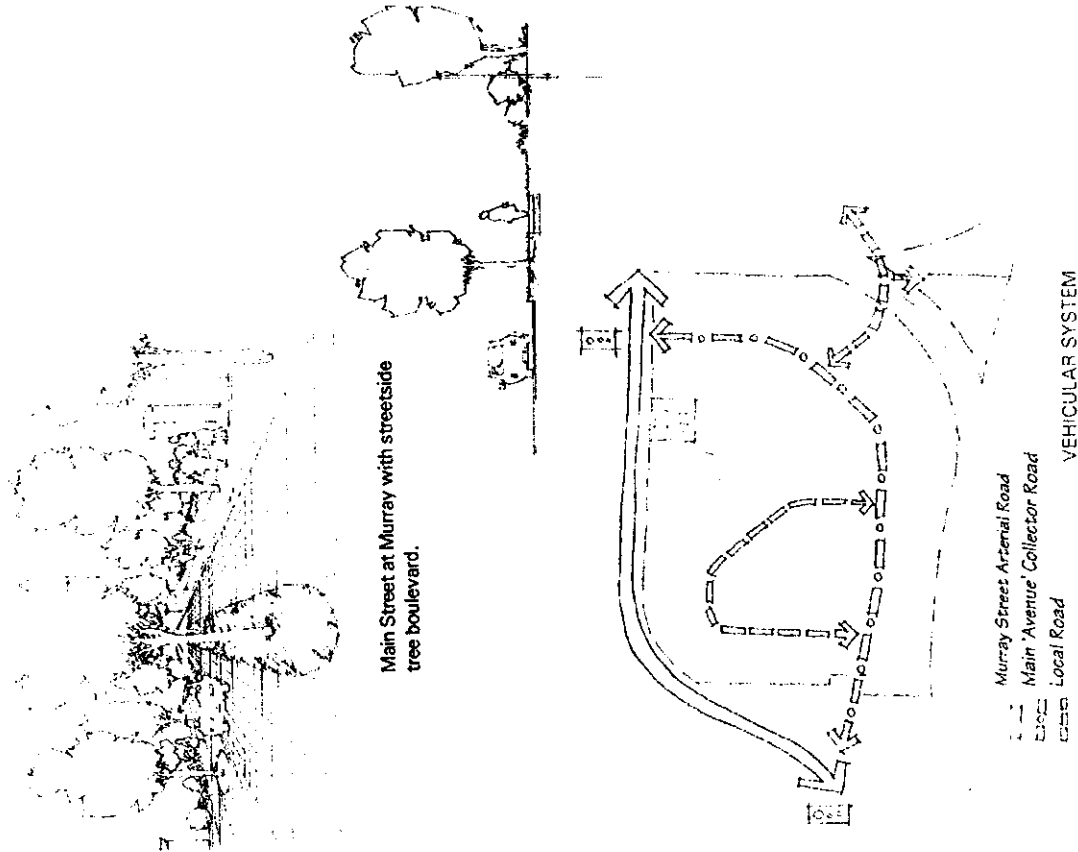
All landscape development is to conform to the B.C. LANDSCAPE STANDARD jointly published by the B.C. Society of Landscape Architects and the B.C. Landscape and Nursery Association; 6th Edition.



Legend:
Primary Path Loop
Secondary Path Loop
Tertiary Path Loop
Pedestrian Path System



Greenway crossing.



7.5 AUTO ACCESS AND CIRCULATION

The IPSCO Lands are very well located to enable automobile access from the adjacent Arterial-Murray Street and simply laid out to facilitate the internal circulation of automobiles and service vehicles. Each development parcel will have direct access to the required underground parking from the public street system. The recommended street widths are as follows: Main Street, 18.5m right-of-way with 12.5m of blacktop comprised of 2 driving lanes and 2 parking lanes. Local Streets comprised of a 16.0m right-of-way with 11m of blacktop comprised of 2 driving lanes and 2 parking lanes. (Refer to Sections page 21)

The street layout will accommodate access to the future development to the east, as indicated schematically.

The traffic impact of the proposed development on the IPSCO Lands has been assessed by Ward Consulting Group Inc., in their February 2, 2001 report. As part of the re-zoning process, the developer has committed to construct traffic signals at the eastern entrances to the development. The developer shall also construct the necessary intersection upgrades for the eastern access and contribute to that required at the western entrance at the time of subdivision.

7.6 PARKING AND LOADING

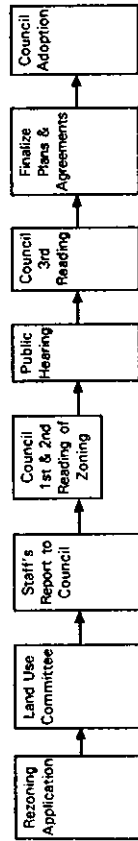
Off street parking and loading shall be provided in accordance with the CD-28 zone and general Port Moody Zoning Bylaw requirements and the recommendations contained therein.

On street visitor parking will be accommodated in the street layout, which have been designed to provide parking on both sides of all roadways.

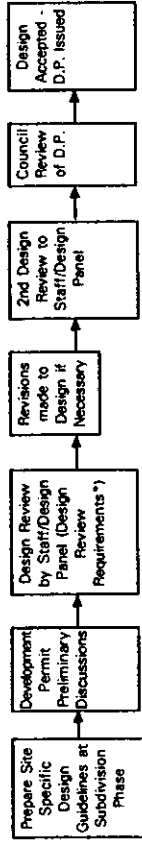
Each development parcel will be required to provide loading bays in accordance with Port Moody bylaws for the intended use.

8.0 APPROVAL PROCESS

REZONING PROCESS



DEVELOPMENT PERMIT PROCESS



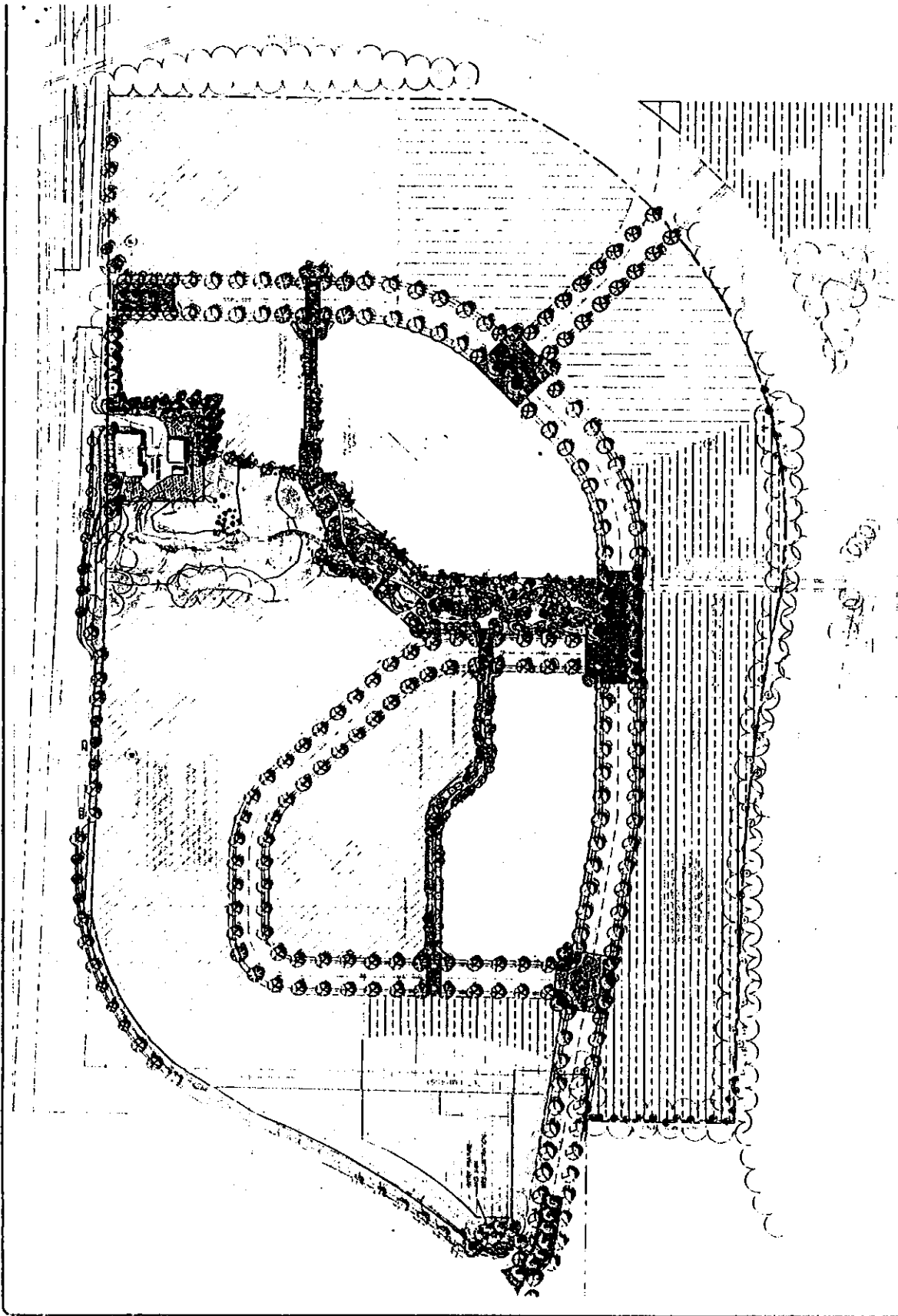
9.0 DEVELOPMENT PERMIT REQUIREMENTS

It is proposed that the form and character of individual building sites within the project will be governed by the Development Permit process of the City of Port Moody and Development Guidelines to be prepared by the Developer following formal zoning approval and prior to subdivision approval.

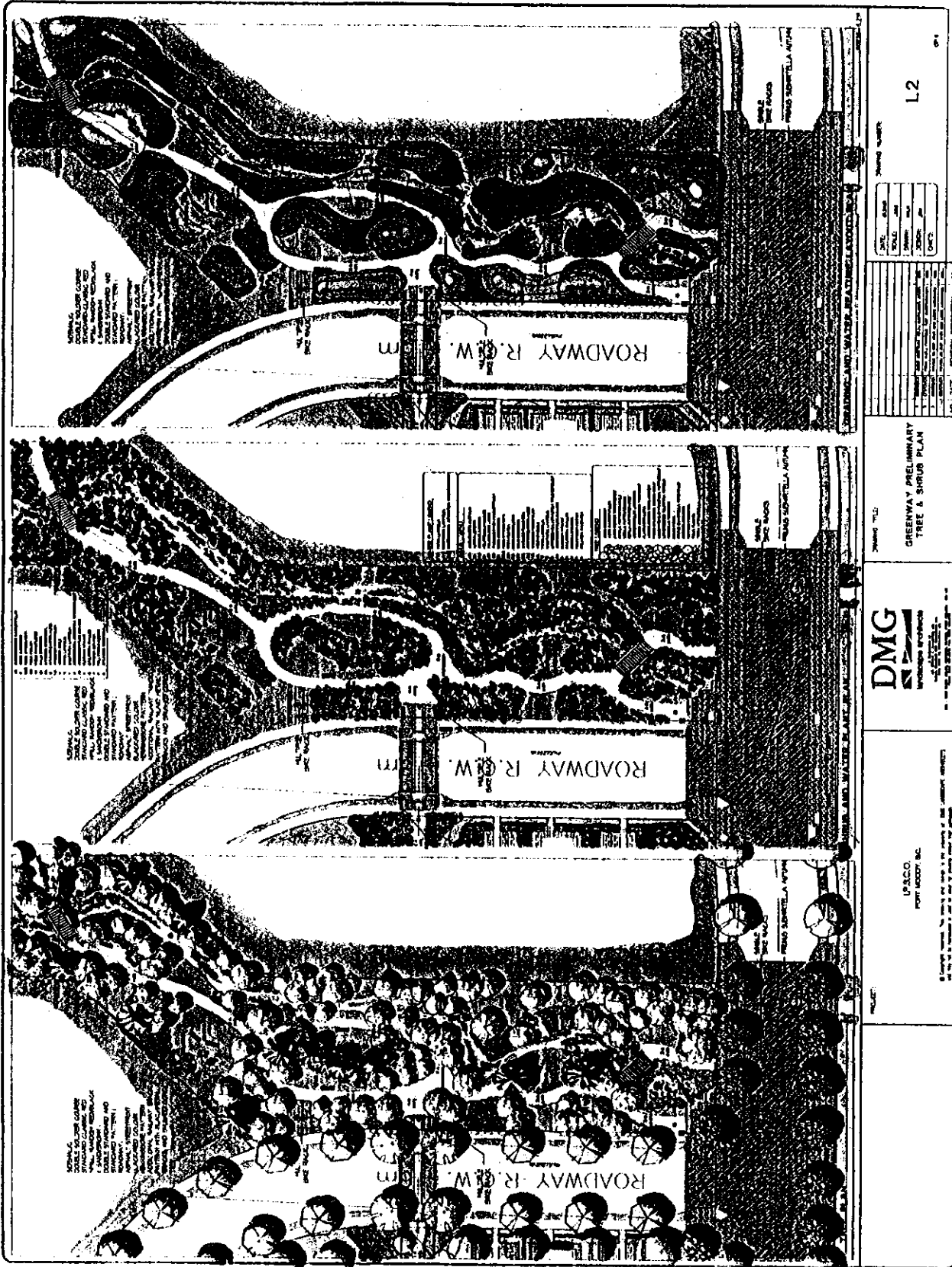
The development guidelines are intended to inform and enable the design process for individual building projects, allowing enough flexibility to encourage creativity while at the same time providing the necessary guidance to designers to ensure a neighbourhood of superior quality will ultimately result.

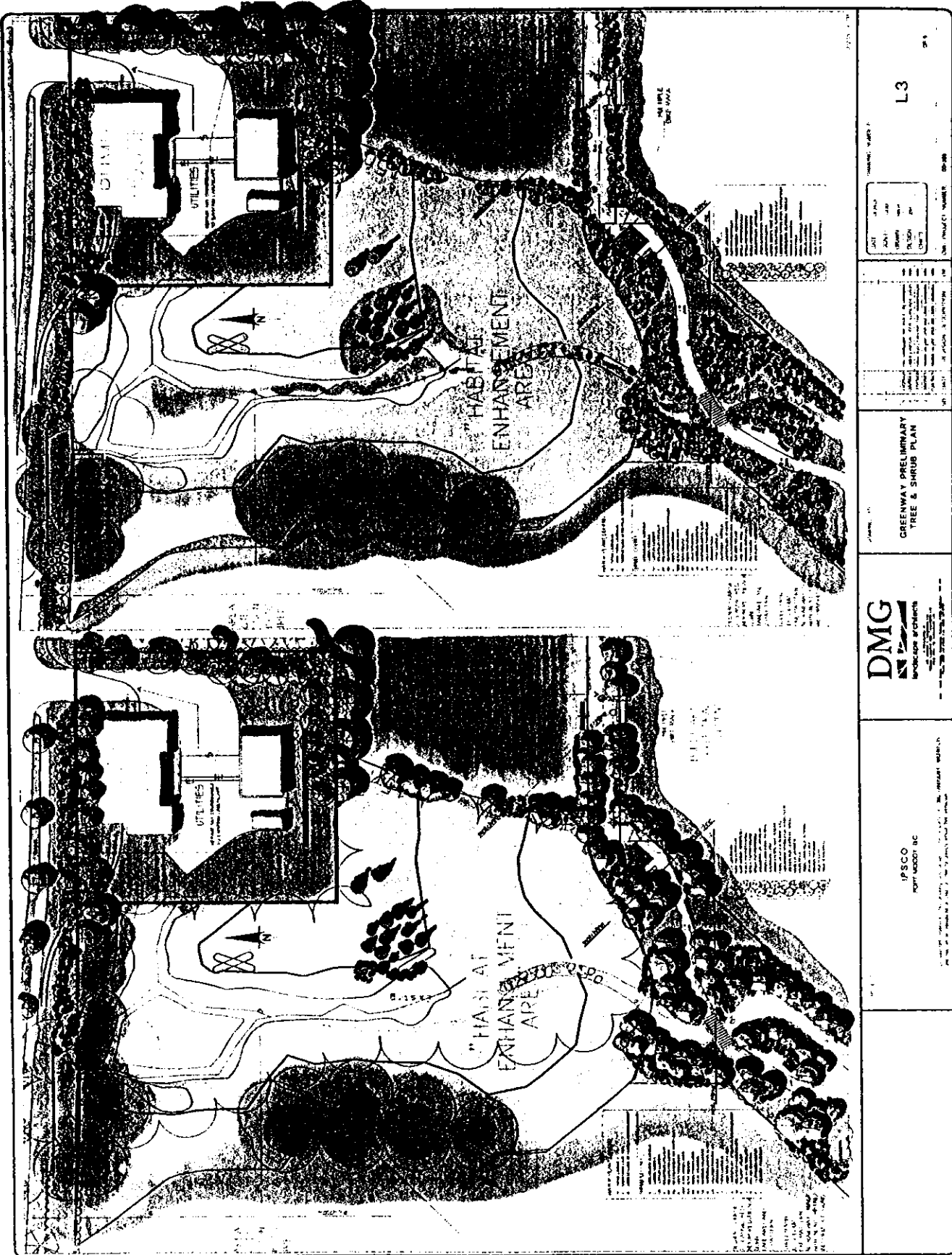
Guidelines may deal with, and give guidance to, the following elements of individual development proposals:

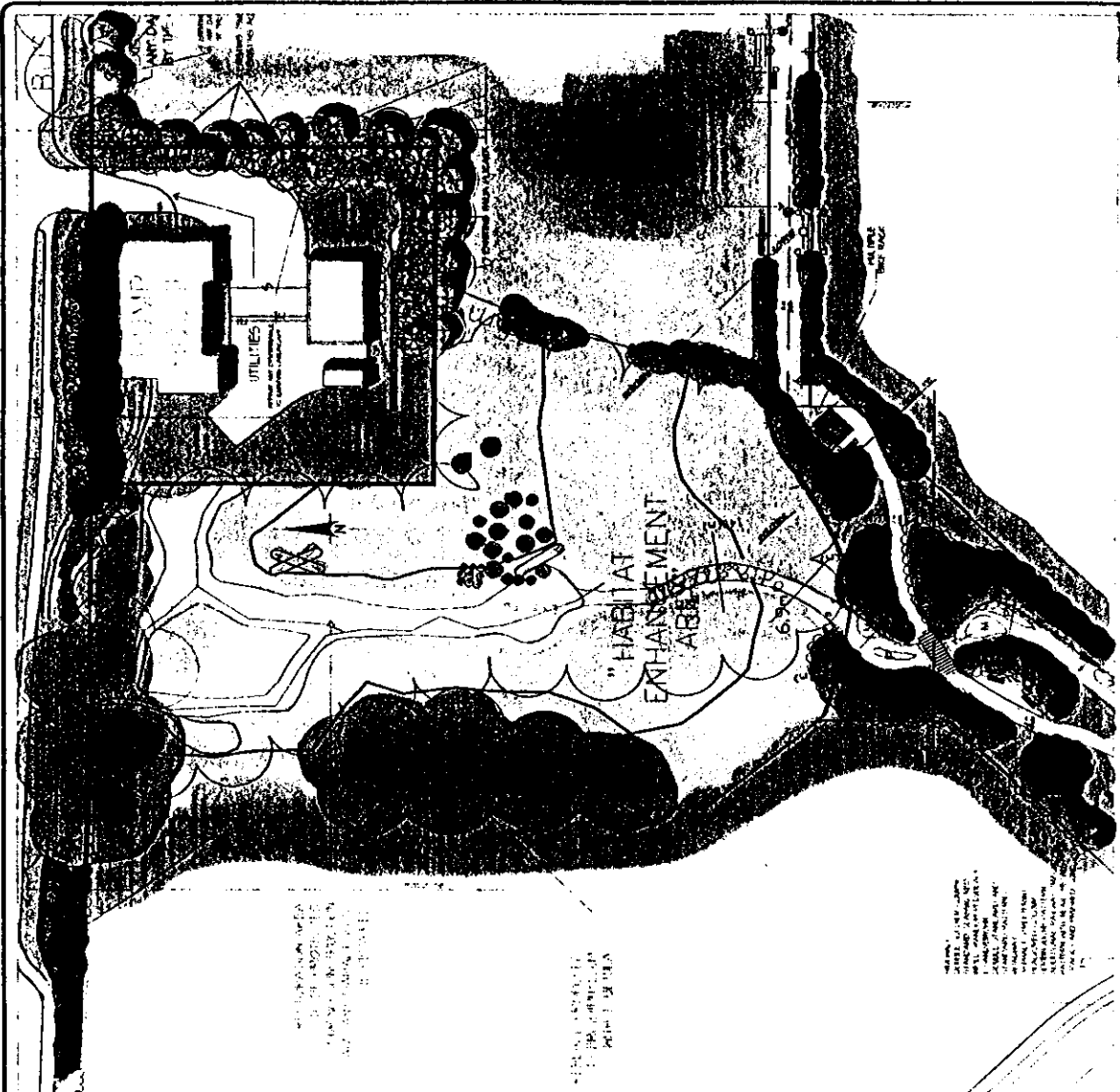
- Image and character, scale and massing
- Siting of buildings and their relationship to one another and to surrounding yard space
- Major entrance treatments
- Views into, out of and through the site
- Parking and parking entry treatment
- Roof forms and materials including parapets and other details
- Building wall treatments, colours and materials
- Conceptual landscaping treatments
- Pedestrian circulation
- Lighting
- Signage
- Crime prevention through environmental design



L1						
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PLANT	SCHEDULE	QUANTITY	LOCATION	NOTES
...

PLANT SCHEDULE

GENERAL NOTES:

1. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE PLANT SCHEDULE.
2. PLANTINGS SHALL BE INSTALLED AND MAINTAINED TO REMAIN HEALTHY AND VIGOROUS.
3. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANT SCHEDULE AND THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE PLANTING GUIDE.
4. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANT SCHEDULE AND THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE PLANTING GUIDE.

PROJECT NUMBER: L4

DATE	ISSUED FOR
...	...

PROJECT NAME: GREENWAY PRELIMINARY GRADING & STREAM PLAN

PROJECT LOCATION: ...

DMG

INDUSTRIAL ARCHITECTURE

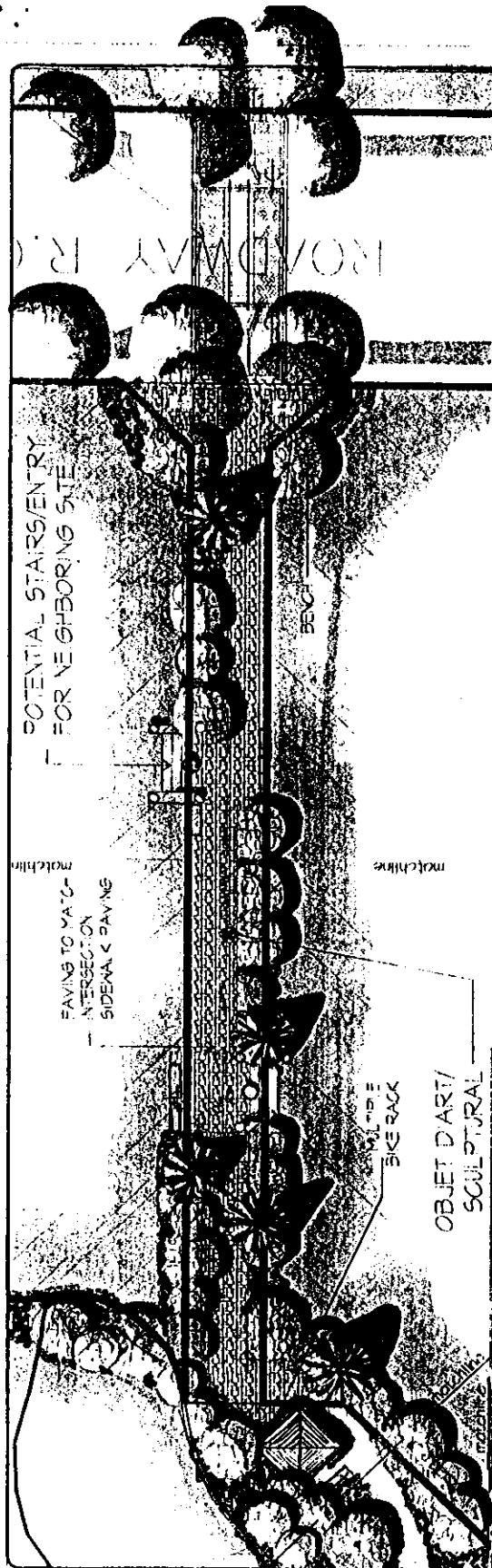
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PROJECT

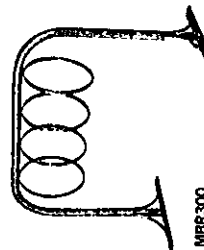
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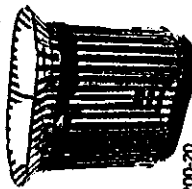
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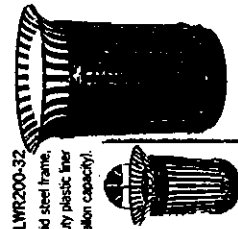
MBR200
Cast aluminum ring fixed to steel tube post, holds two bicycles. Custom raised lettering is available for ring.
Weight: 29 lbs. (11 kg.)



MBR300
Steel tube construction, holds four bicycles (length may be increased to accommodate more bicycles).
Weight: 55 lbs. (25 kg.)

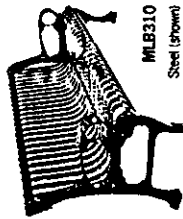


MRC200-20
Solid steel flange outer frame, heavy-duty 20 gallon plastic liners with funnel lid secured to the frame.



MLWR200-32
Solid steel frame, heavy-duty plastic liner (32 gallon capacity).

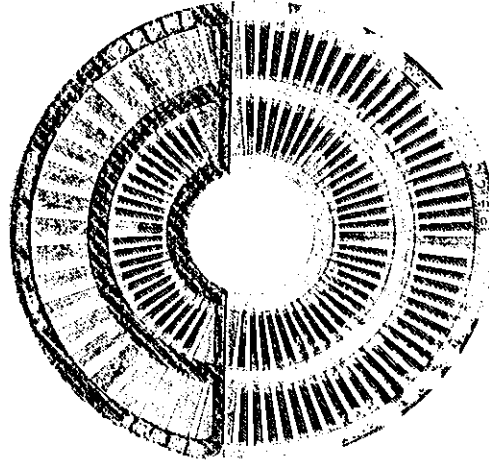
Metal dome (insert), spun metal or plastic funnel lid (shown) available for this model.
Weight: 210 lbs. (95 kg.)



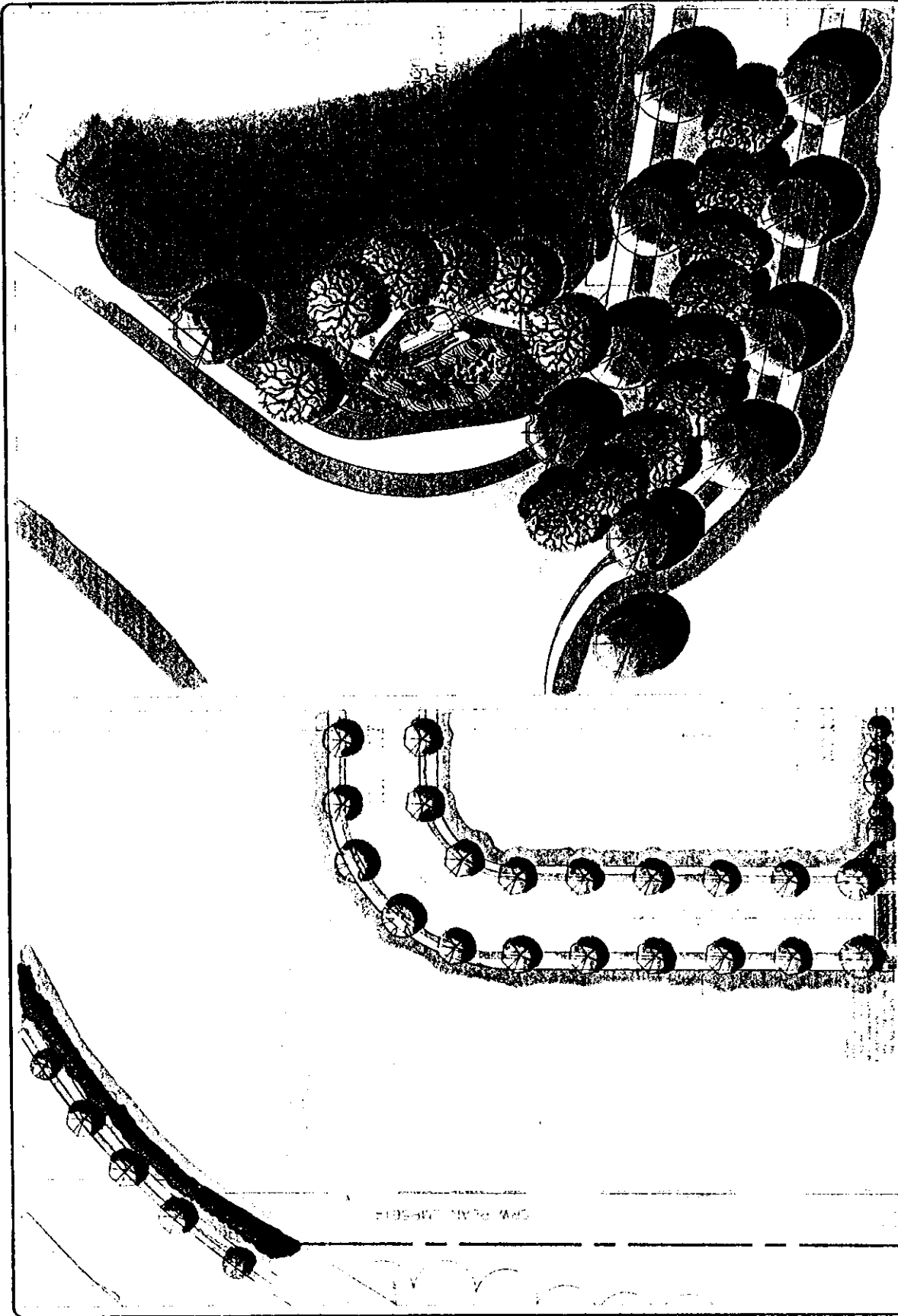
MLB310
Steel (shown) or wood slat seat, cast aluminum ends.
Weight: 100 lbs. (45 kg.)



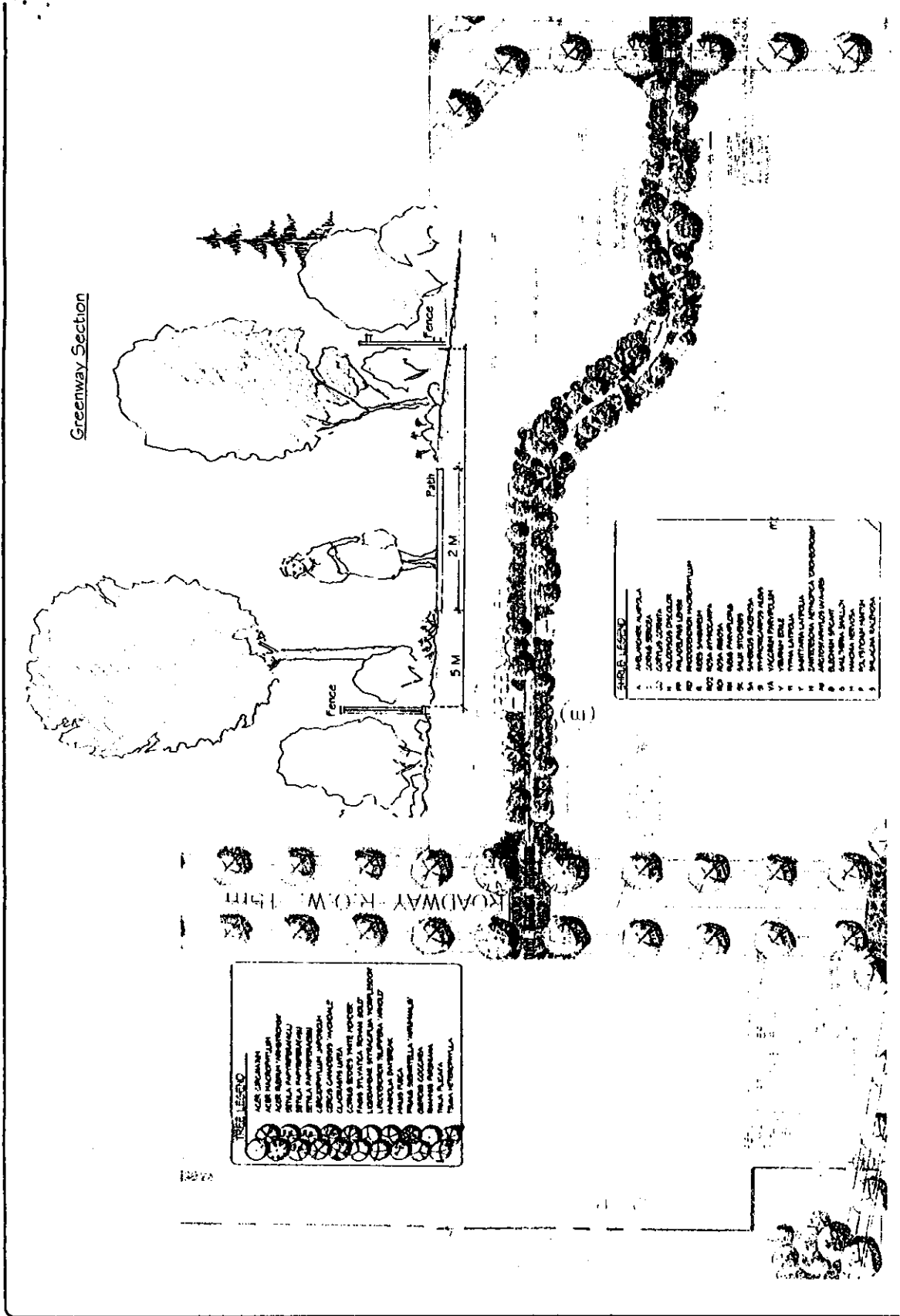
MTB100
Distinctive aluminum top and bottom castings joined by steel tubing.
Weight: 65 lbs. (30 kg.)
Diameter: 8'



<p>GREENWAY CONCEPT PLAN</p>	<p>DMG</p>	<p>P.I.C.O. PART NUMBER 82</p>
<p>SEE GATE</p>	<p>GREENWAY CONCEPT PLAN</p>	<p>GREENWAY CONCEPT PLAN</p>



<p>DATE: 10/15/15 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: 1" = 40'</p>	<p>L6</p>
<p>GREENWAY CONCEPT PLAN</p>	<p>DMG DESIGN MANAGEMENT GROUP, INC.</p>
<p>IFSCO 10/15/15</p>	<p>10/15/15</p>



DMG

IPSCO

PORT MOODY, BC

PROPOSED PLANTING:

- 5' JACOBIANUS DOGWOOD
- 5' GINKGO BILoba
- 5' ALBICAULIS BASS
- 5' CORYMPHUS
- 5' NIVEA

ROADWAY R.O.W.

LEGEND:

- 5' JACOBIANUS DOGWOOD
- 5' GINKGO BILoba
- 5' ALBICAULIS BASS
- 5' CORYMPHUS
- 5' NIVEA

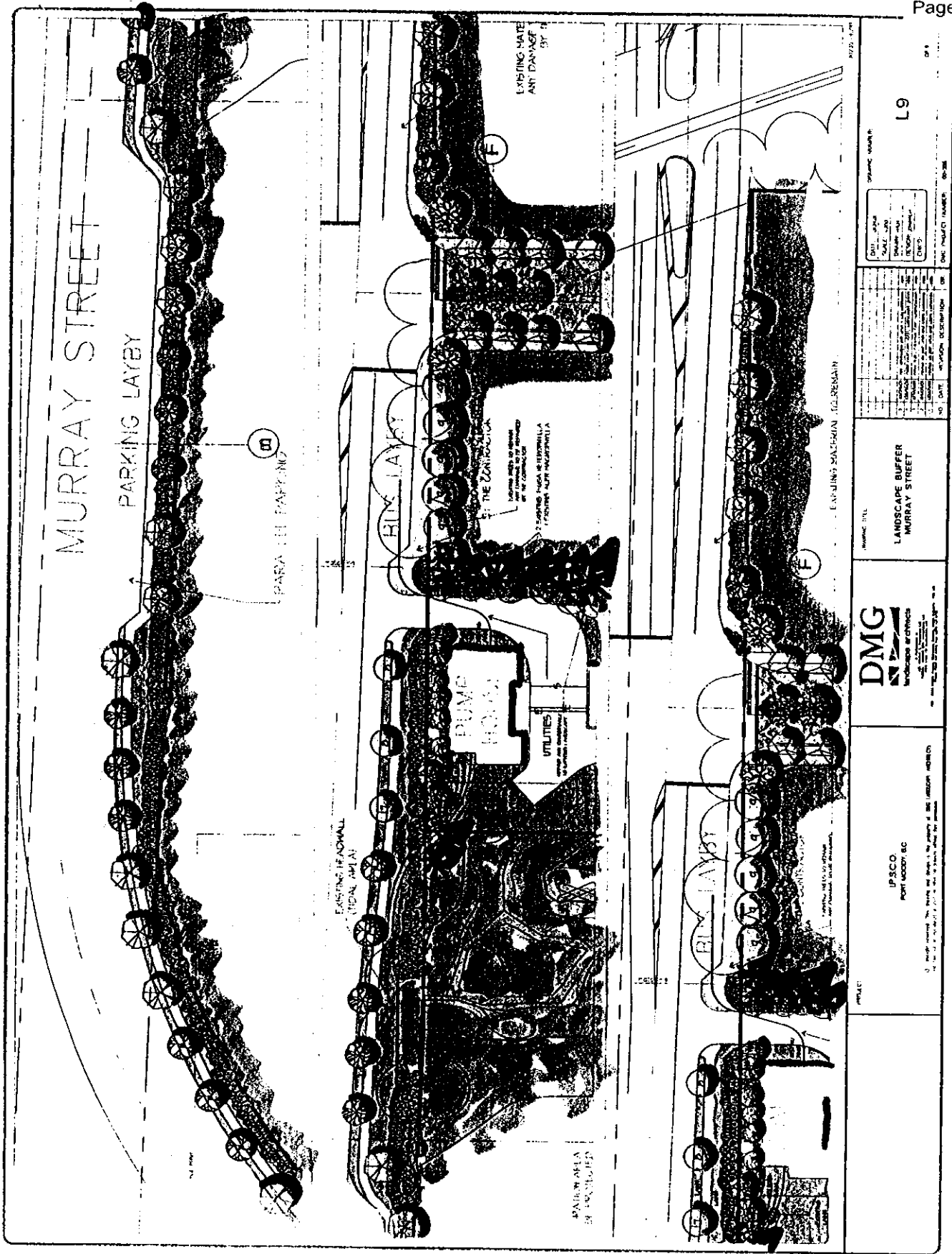
DATE	NO.	DESCRIPTION	BY

DMG ENGINEERS, INC.
PLANNING & ARCHITECTURE

IPRICO PROJECT GROUP, INC.

TRAVING CONCEPT PLAN

L8



<p>DATE: 08/20/15 SCALE: 1/8" = 1'-0" DRAWN BY: [Name] CHECKED BY: [Name] CADD: [Name]</p>	<p>NO. DATE REVISION DESCRIPTION BY</p>	<p>PROJECT TITLE LANDSCAPE BUFFER MURRAY STREET</p>	<p>DMG LANDSCAPE ARCHITECTURE</p>	<p>PROJECT NO. 15-000</p>	<p>DATE: 08/20/15 SCALE: 1/8" = 1'-0" DRAWN BY: [Name] CHECKED BY: [Name] CADD: [Name]</p>
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Page 71 of 172 pages

SCHEDULE "B"
CD-28 Zone

CITY OF PORT MOODY

BYLAW NO. 2503

A BYLAW TO AMEND BYLAW NO. 1890 "CITY OF PORT MOODY ZONING BYLAW, 1988, NO. 1890"

The City Council of the City of Port Moody, in open meeting assembled, enacts as follows:

1. **TITLE**

This bylaw may be cited for all purposes as "City of Port Moody Zoning Bylaw 1988, No. 1890, Amendment Bylaw No. 130, 2001, No. 2503."

2. **AMENDMENT**

The City of Port Moody Zoning Bylaw, 1988, No. 1890 is hereby amended as follows:

The following lands be rezoned from General Industrial (M3) to Comprehensive Development Zone 28 (CD 28):

Block A, Except Firstly: Parcel 2 (Reference Plan 43001) Secondly: Parcel 3 (J19663E) and Thirdly: Parcel "B" (Bylaw Plan LMP4591) Fourthly: Part in Plan LMP 18031, District Lot 190, 191, 233 and 235, Group 1, New Westminster District, Plan 16018 (PID 000-450-383); and

Parcel C (Bylaw Plan LMP 4591), District Lot 190, Group 1, New Westminster District Dedicated Road by Reference Plan 13938 (PID 025-045-687).

AND THAT the City of Port Moody Zoning Bylaw, No. 1988, No. 1890 be amended as follows:

By adding Section 98 below:

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD28)

98.1 Intent

The intent of this zone is to facilitate development accommodating not more than 1,100 dwelling units, with additional "Congregate Care Uses", civic uses, "Health Care Uses", assembly uses, hotels, entertainment uses, public open space and certain commercial and "Low Impact Light Industrial" uses intended to generate economic activity, all in accordance with a comprehensive plan.

98.2 Definitions

Where there is any conflict between the defined words and phrases in this section, and the definitions in Section 3 of this bylaw, the definitions within Section 98 shall prevail for the Comprehensive Development Zone 28 (CD 28) zone.

Within the CD 28 zone, the following definitions apply:

"Area" means a portion of the lands shown and identified by numbers 1 to 6 within diamond-shaped labels on "Schedule CD 28" which include "Parcels," and that may be further subdivided into lots as defined under Section 3 of this bylaw.

"Base Density" means the highest "Density" permitted for an "Area" of land before any additional dwelling units are permitted through a "Density Bonus" as provided within the CD 28 zone.

"Congregate Care Use" means a private hospital as defined in Section 3 of this bylaw, or group home, or facilities licensed under the Community Care Facilities Act where on-site staff provide care to residents.

"Density" means the number of residential units permitted for an "Area" of land expressed in dwelling units per hectare or dwelling units per acre.

"Density Bonus" means the additional "Density" and consequent additional number of dwelling units which are permitted on a lot in exchange for the provision of an amenity in the form of useable open space secured for public use and access.

"Health Care Use" means medical offices and drug dispensing use as defined in Section 3 of this bylaw, medical laboratory or hospital.

"Low Impact Light Industrial Use" means the manufacturing (including "Table-Top Manufacturing"), fabricating, assembly, storage, wholesaling and distribution of goods, film and television production, information technology services, and

Bylaw No. 2503

excludes vehicle and heavy equipment servicing, the wrecking or salvaging of materials or things, metal fabricating and bulk materials processing.

“Maximum Density” means the highest “Density” permitted for an “Area” of land as set out in Table 1 of Section 98.6 (1) based on the “Base Density” plus any additional dwelling units permitted through a “Density Bonus” as provided within the CD 28 zone.

“Parcel” means a portion of the lands shown and identified by numbers 1 to 13 within circle-shaped labels on “Schedule CD 28” which may be subdivided into lots as defined under Section 3 of this bylaw.

“Table-Top Manufacturing” means the research and development and manufacturing associated with electronic and consumer products which may be located in a building containing residential uses subject to the provisions of the B.C. Building Code.

98.3 Permitted Uses

The following uses are permitted within the “Areas” and “Parcels” shown and identified on “Schedule CD 28” which is attached to and forms part of this bylaw:

**98.3.1 Area 1: Medium/High Density Multi-Family/Commercial:
Low Rise**

- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
- (2) Retail Service (Group A) at ground level

98.3.2 Area 2: High Density Multi-Family: Low/Mid Rise

- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments

98.3.3 Area 3: High Density Multi-Family: High Rise

- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments

Bylaw No. 2503

- 98.3.4 Area 4: Medium/High Density Multi-Family: Low Rise**
- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
- 98.3.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**
- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
(2) Retail Service (Group A) at ground and second levels
- 98.3.6 Area 6: Congregate Care/Mixed Use/Economic Activity**
- (1) Retail Service Use (Group A)
(2) Civic Use
(3) Assembly Use
(4) Hotel Use
(5) Entertainment Use
(6) Health Care Use
- (7) "Congregate Care Use" within Parcels 8 and 13 where the minimum lot size exceeds 0.65 ha.
- (8) Multiple-Family Residential Use not exceeding 80% of the total net floor area of all buildings on each lot subdivided within Parcels 6, 7 or 8.
- (9) "Low Impact Light Industrial Use" on Parcels 6, 7 and 8 provided that:
- (a) All uses and accessory uses thereto shall be carried on wholly within a completely enclosed building except for parking and loading facilities which may only be located within or to the rear of a building;
- (b) There is no bulk storage or processing of lime, fertilizer, toxic or corrosive chemicals and acids, flammable liquids or solids, explosives, compressed gas, scrap materials, junk, wood, metal or other waste, fungicides, herbicides, pesticides, paint, varnish, oil, shellac, turpentine, fish, fish oil or meal, animal oil or fat, vegetable oil, or petroleum, bitumen or tar products or their derivatives;

Bylaw No. 2503

(c) There is no bulk materials handling, wrecking or salvaging of goods and materials, processing of raw animal products nor the production, refining, processing or storage of dangerous goods as regulated and defined under any Provincial or Federal Act;

(d) Nothing shall be done which is or shall become an annoyance or nuisance to the surrounding areas by reason of unsightliness nor by the emission of odours, liquid effluents, dust, fumes, smoke, vibrations, noise, or glare; nor shall anything be done which creates or causes a health, fire, or explosion hazard, electrical interference or undue traffic congestion;

(e) A "Low Impact Light Industrial Use", except for information technology services and "Table-Top Manufacturing", is not permitted on a lot on which a residential use or "Congregate Care Use" is located; and

(f) Where an interior or rear lot line of a lot containing a "Low Impact Light Industrial Use" abuts a residential use, "Congregate Care Use" or land on which an institutional building is located, a 2.5 metre (8.2 ft.) high landscape screen or solid fencing is required.

98.3.7 Area 7: Public Open Space

(1) Parks, habitat enhancement areas, public courtyards and greenways.

98.4 Lot Coverage

The maximum permitted lot coverage is 0.60 except for Parcels 6 and 7 as shown on "Schedule CD 28" where the maximum permitted lot coverage is 0.75.

98.5 Floor Area Ratios

The maximum floor area ratios (FAR) for the "Areas" as shown on "Schedule CD 28" are as follows:

		<u>Maximum FAR</u>
Area 1:	Medium/High Density Multi-Family/ Commercial: Low Rise	1.8
Area 2:	High Density Multi-Family: Low/Mid Rise	2.2

Bylaw No. 2503

Area 3:	Medium/High Density Multi-Family: High Rise	2.5
Area 4:	Medium/High Density Multi-Family: Low Rise	1.8
Area 5:	High Density Multi-Family/Commercial: Mid Rise	2.2
Area 6:	Congregate Care/ Mixed Use/Economic Activity	2.5
Area 7:	Open Space	0.1

98.6 Residential Density

(1) Within this section, Table 1 sets out "Base Densities" which represent the highest "Density" for each lot within each "Area" shown on "Schedule CD 28" which may be increased to not more than the "Maximum Density" also set out in Table 1 provided that:

- (a) The lot receiving the "Density Bonus" will not have a "Density" which exceeds the "Maximum Density" for the "Area" in which the lot receiving the "Density Bonus" is located; and
- (b) The "Density Bonus" will not allow more than 1,100 dwelling units to be constructed within the CD 28 zone.

Table 1

"Area" shown on "Schedule CD 28"	"Base Density" (units/net acre)	"Maximum Density" (units/net acre)
Area 1: Medium/High Density Multi-Family/ Commercial:Low Rise	32.91	70
Area 2: High Density Multi-Family: Low/Mid Rise	54.30	80
Area 3: Medium/High Density Multi-Family: High Rise	56.76	100
Area 4: Medium/High Density Multi-Family: Low Rise	34.72	70
Area 5: High Density Multi-Family/Commercial: Mid Rise	50.00	80
Area 6: Congregate Care/ Mixed Use/Economic Activity	36.75	100
Area 7: Open Space	0.0	0.0

Bylaw No. 2503

- (2) The "Density Bonus" provided under subsection (1) is subject to the following:
- (a) The "Density Bonus" provided to the lot would not result in more than a total of 220 additional dwelling units being permitted within the CD 28 zone as the result of all "Density Bonuses."
 - (b) The lot which receives the "Density Bonus" shall be required to provide an additional 2.5 square metres (26.9 sq. ft.) of public useable open space to that required by Section 98.11 for every additional dwelling unit permitted by the "Density Bonus"; and
 - (c) A "Density Bonus" shall be administered by the City under covenants under Section 219 of the Land Title Act which are registered on the land upon adoption of this bylaw and on each lot subsequently subdivided within the CD 28 zone to ensure that any "Density Bonus" is in accordance with the provisions of the CD 28 zone.
- (3) As an exception to sub-section (2)(a) which limits the total of all "Density Bonuses" to 220 dwelling units, lots subdivided within Area 6 may have their "Base Density" reduced to as low as zero provided that a "Density Bonus" yielding up to an equivalent number of dwelling units may be provided to a lot elsewhere within the CD 28 zone.
- (4) No "Density Bonus" under sub-sections (1), (2) or (3) is permitted on a lot after a development permit or development authorization for that lot has been issued.
- (5) No more than 1,100 dwelling units shall be permitted within the CD 28 zone, and, within the provisions of the CD 28 zone, no development permit or authorization shall be approved that would result in less than 880 dwelling units being constructed within the CD 28 zone.

98.7 Height of Buildings

The height of buildings and structures within the CD 28 zone shall be as follows:

**98.7.1 Area 1: Medium/High Density Multi-Family/
Commercial: Low Rise**

- (1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)

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- 98.7.2 Area 2: High Density Multi-Family: Low/Mid Rise**
(1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.).
- 98.7.3 Area 3: Medium/High Density Multi-Family: High Rise**
(1) Maximum height of 22 stories or 70 metres (230 ft.)
(2) Minimum height of 6 stories or 20 metres (66 ft.) on Parcel 5 for high-rise buildings and a minimum height of 2 stories or 6.7 metres (22 ft.) for townhouses if they are located on the same lot as a high-rise building with a height over 6 stories or 20 metres (66 ft.).
- 98.7.4 Area 4: Medium/High Density Multi-Family: Low Rise**
(1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**
(1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.)
- 98.7.6 Area 6: Congregate Care/ Mixed Use/Economic Activity**
(1) Maximum height of 22 storeys or 70 metres (230 ft.) on Parcels 6 and 7
(2) Maximum height of 8 storeys or 27.0 metres (88.6 ft) on Parcel 8
(3) Maximum height of 5 storeys or 17 metres (56 ft.) on Parcel 13
(4) Minimum height of 5 storeys or 17 metres (56 ft.) on Parcels 6 and 7
- 98.7.7 Area 7: Open Space**
(1) Maximum height of 1 storey or 3.8 metres (12.5 ft.)
- 98.8 Setbacks**
(1) The minimum building setback from a road, other than Murray Street, shall be 5.0 metres (16.4 ft).

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- (2) The minimum building setback from Murray Street shall be 7.6 metres (25 feet).
- (3) The minimum building setback from a greenway or a railway pedestrian overpass shall be 7.6 metres (25 feet), but may be reduced to a setback of 5.0 metres (16.4 ft.) for up to 20% of the length of the building façade facing a greenway.
- (4) The minimum building setback from a railway right-of-way shall be 10.0 metres (33 feet) except for buildings containing residential or congregational care uses which shall have a minimum setback of 16.0 metres (52.5 ft.).
- (5) Notwithstanding sub-sections (1) and (2), the maximum setback from a road for a Retail Service (Group A) use shall be 5.0 metres (16.4 ft.).
- (6) As an exception to sub-section (5), a Retail Service (Group A) use may be located on Parcel 1 provided that it has a setback of no more than 30 metres (100 ft.) from Murray Street and that a landscaped buffer with a width of not less than 10 metres (33 ft.) is established between Murray Street and any parking lot.
- (7) Other than provided above, there shall be minimum side yard and rear yard setbacks of 5.0 metres (16.4 ft.).
- (8) As an exception to the watercourse setback provision contained within Section 5.2 of this bylaw, the setback from the natural boundary of the day-lighted water feature located within Parcel 9 shown on "Schedule CD 28" shall be 7.5 metres (24.6 ft.).

98.9 Parking and Loading

- (1) Off street parking and loading shall be provided in accordance with Sections 6 and 7 of this bylaw, with all parking being located underground except that:
 - a) Unenclosed parking may be permitted on Parcel 1 as provided in Section 98.8(6);
 - b) Enclosed, at-grade parking may be located within structures in Area 4; and
 - c) Enclosed, at-grade parking may be located within structures or unenclosed parking may be located to the rear of buildings in Area 6.

98.10 Accessory Buildings

Accessory buildings customarily associated with the principle use of a lot shall be permitted provided that their total lot coverage does not exceed 5%.

98.11 Useable Open Space

- (1) On each lot on which a building is sited, useable open space shall:
 - a) be provided on-site for all buildings of 10 or more dwelling units;
 - b) be not less than 5.0 square metres (54 sq. ft.) per dwelling unit plus any additional useable open space required under Section 98.6(2);
 - c) be developed for use by residents; and
 - d) be continuously maintained by the owners of the building.
- (2) Any additional useable open space required under Section 98.6(2) is to be secured for public use and access on the lot on which the building is located or, as an exception to sub-section (1) above, may be located elsewhere within the CD 28 zone.

98.12 Common Indoor Recreation Space

Common indoor recreation space shall be provided on the basis of a minimum floor area of 2.4 square metres (25 sq. ft.) per dwelling unit in or adjacent to each residential building on the lot on which the residential building is sited, or elsewhere within the CD 28 zone, for the use of the residents of the development within the CD 28 zone.

98.13 Subdivision, Development Standards, Density and Uses

- (1) The subdivision, development standards, "Density" and uses of land shall be in conformance with the provisions of the CD 28 zone and the plan attached as "Schedule CD 28" which is attached to and forms part of this bylaw.
- (2) Lots may only be subdivided within Areas 1 to 6 or within a "Parcel" and not straddle the boundary separating two or more "Parcels" or "Areas" shown on "Schedule CD 28" except for Areas 4 and 6 in which a lot may straddle a boundary between "Parcels" in the respective Areas to allow for the averaging of density within the lot subject to the provisions of the CD 28 zone.
- (3) A lot may not be created with a lot area of less than 3,500 square metres (37,674.9 sq. ft.) and with a *lot* width of less than 40 metres (131.2 ft.).

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(4) The planned public road rights of way identified on "Schedule CD 28" shall be dedicated as shown on "Schedule CD 28" and may be shifted in either direction by not more than half of the width of the road rights of way shown on "Schedule CD 28".

(I) **By rezoning the property described in Section 2 above and shown on the attached map marked "Certified True Copy of Map of the Property referred to in Section 2 (ii) of Bylaw No. 2503" from M3 (General Industrial) to Comprehensive Development Zone 28 (CD 28).**

(II) **By including within the City of Port Moody Zoning Bylaw No. 1890, 1988 Table of Contents the following zone:**

98	COMPREHENSIVE DEVELOPMENT ZONE 28	
	(BL 2503)	(CD-28)

(IV) **By amending Section "4.3 Districts" to include:**

CD 28 Comprehensive Development Zone 28

(V) **By Amending Section "8.1 Parcel "Area", Width and Dimension" to include:**

CD 28	3,500 square metres	40 metres
-------	---------------------	-----------

Bylaw No. 2503

READ A FIRST TIME THE 27th DAY OF November, 2001.

READ A SECOND TIME THE 27th DAY OF November, 2001.

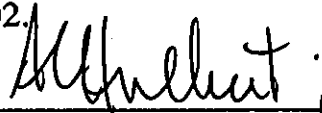
PUBLIC HEARING HELD THE 11th DAY OF December, 2001.

READ A THIRD TIME THE 11th DAY OF December, 2001.

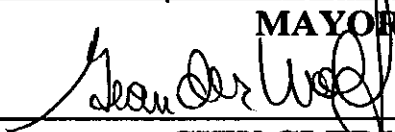
THIRD READING RESCINDED THE 23rd DAY OF JULY, 2002

READ A THIRD TIME AS AMENDED THE 23RD DAY OF JULY, 2002.

ADOPTED THE 23RD DAY OF JULY, 2002.



MAYOR



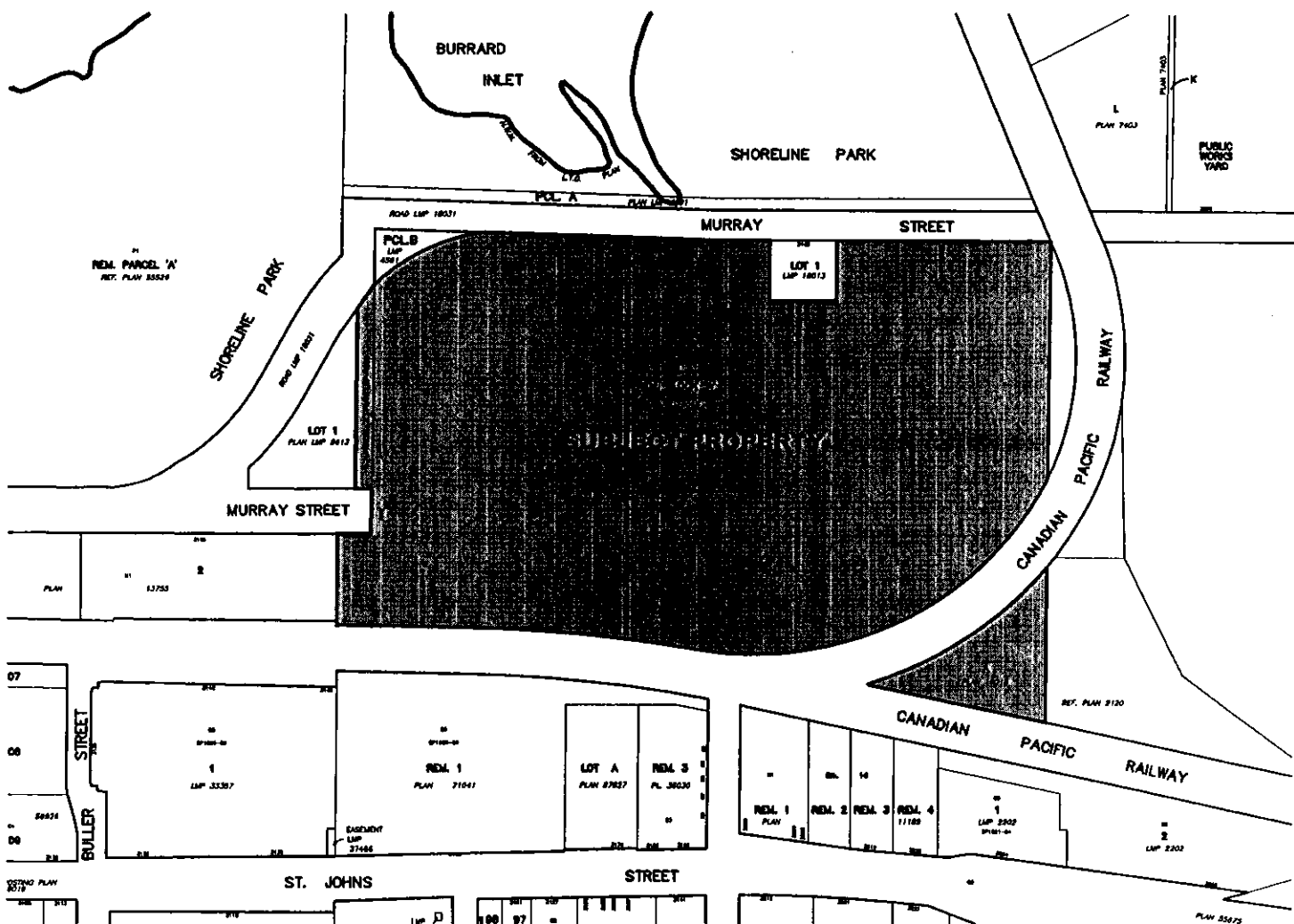
CITY CLERK

Bylaw No. 2503

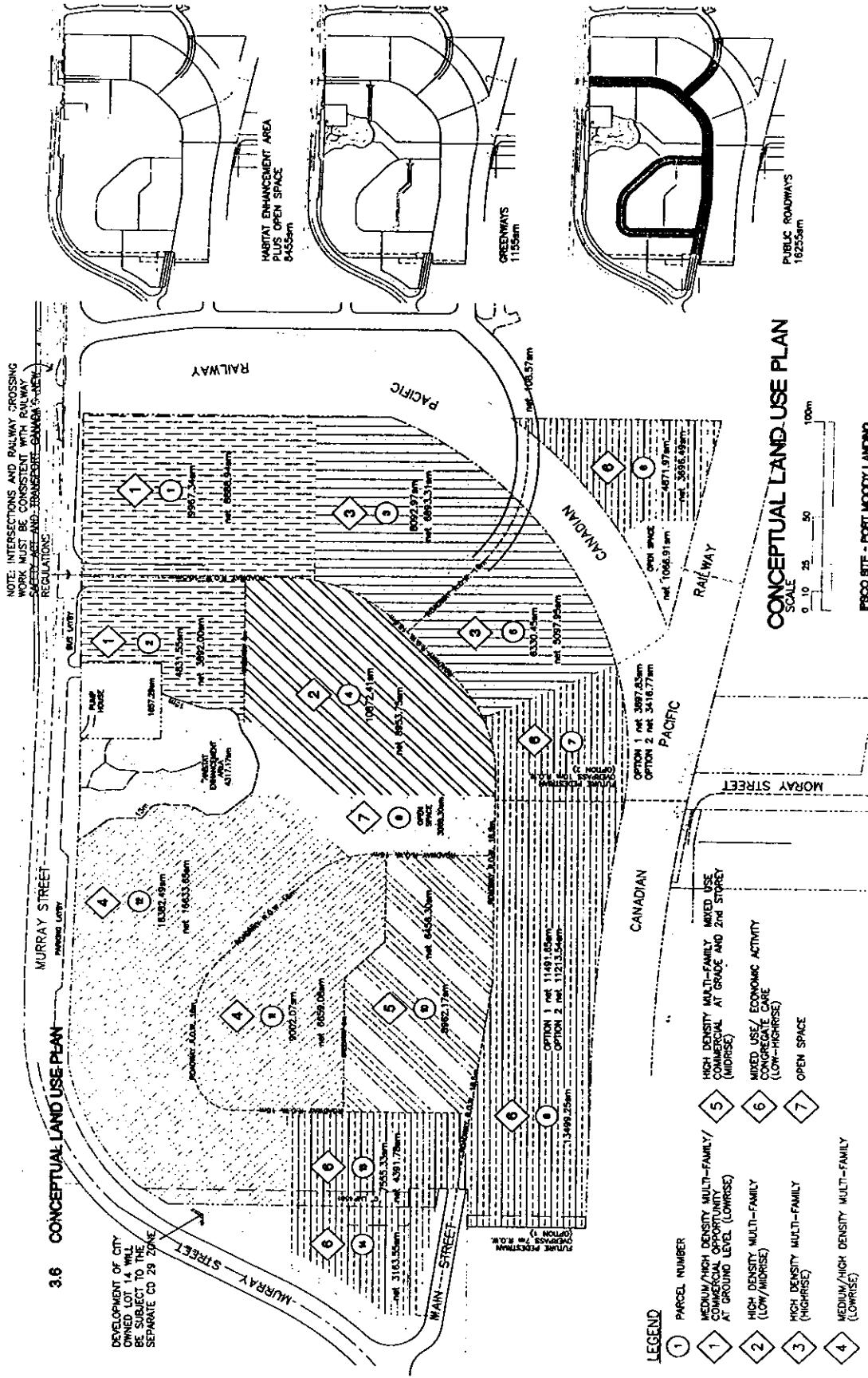
CERTIFIED TRUE COPY OF MAP
REFERRED TO IN SECTION 2 OF BYLAW
No. 2503

CITY CLERK

LOCATION MAP



SCHEDULE CD-28



SCHEDULE "C"
Stormwater Management Concept Plan

**Stormwater Management Concept Plan,
IPSCO Lands**

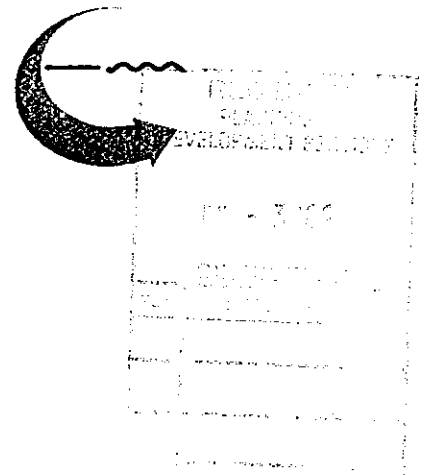
**3190 Murray Street
Port Moody, BC**

**Prepared for:
IPSCO Inc.
c/o J.D. Nelson and Associates
2300 - 1066 West Hastings Street
Vancouver, BC
V6E 3X2**

**Prepared by:
Pottinger Gaherty Environmental Consultants Ltd.
#1200 - 1185 West Georgia Street
Vancouver, BC
V6E 4E6**

PGL File: 024-05.07

June 2002



Executive Summary

The objective of the Stormwater Management Concept Plan (SWMCP) is to provide a strategy for handling post-development stormwater runoff from the IPSCO property in a manner that will minimize the impacts on the municipal system and the environment. The SWMCP proposes to use the latest methods and technologies, known as Best Management Practices (BMPs), to manage and treat stormwater. The proposed development required review by environmental agencies. Their guidelines for stormwater management, requiring the control of the volume and quality of water leaving the site, have been incorporated into this Plan.

The existing catchment and site runoff characteristics are:

- the IPSCO property has an 11ha surface area with the majority of its runoff currently draining north to Burrard Inlet via a permitted private storm sewer;
- the balance of this development site drains to a Habitat Enhancement Area (HEA). This area represents 11% of the catchment area draining via the culvert crossing under Murray Street. The rest comes from a 23ha residential/commercial area south of the IPSCO property; and
- the municipal stormwater system (primarily piped, with limited open reaches) south of the site, discharges untreated and undetained stormwater across the property through a 225m-long culvert (750mm-diameter) to the HEA.

Given these existing watershed characteristics, the proposed SWMCP for the site has been prepared, based on the principle of minimizing impacts to the receiving environment. This has been accomplished with the following:

- daylighting a section of the storm sewer conveying runoff across the property into a stream-like water feature that extends south from the habitat enhancement area;
- separating clean and dirty stormwater. Approximately 70% of impervious areas will contribute to the clean water system;
- increasing the clean water runoff contribution from the property to the habitat enhancement area;
- detaining, infiltrating and biofiltering clean stormwater to reduce runoff volumes and recharge the ground water, using onsite infiltration systems and perforated pipe conveyance systems;



- about half of the excess clean water (overflow from the infiltration systems during heavy rainfall) will be discharged to the water feature and habitat enhancement area, whereas the remainder will join the drainage system upstream of the culvert crossing under Murray Street;
- dirty stormwater (first-flush flows from roads and parking lots) originating from approximately 28% of the property will be collected in a conventional storm sewer system and will be treated using underground oil/sediment interceptor systems;
- discharging stormwater through outfalls to Burrard Inlet, after treatment (several alternatives available);
- a public education program on stormwater issues will be initiated.

The proposed post-development characteristics will include:

- maximum estimated increases in peak flow (from estimated historical values) of 17% and 20% respectively at the HEA and at the culvert crossing under Murray Street;
- runoff contributions from the site to the habitat enhancement area will be restricted to clean water sources and treated runoff (roof tops and pervious areas);
- an increase in flow contributions from the site to the HEA;
- contributions to the ground water recharge system will decrease peak flows and increase base flows during low flow periods; and
- first-flush flows from the property will be treated before being discharged to the drainage system.

Build out of the IPSCO lands is proposed to be completed in five to ten years, with most of the common stormwater infrastructure to be built in the early phases of the development. The ground water recharge systems for clean stormwater will be built as each parcel is developed.

The size of the IPSCO site and its position at the downstream end of the catchment area limits the potential for impact. The SWMCP will outline how to separate and manage clean and dirty stormwater that will result in a net improvement in the water quality downstream of the site. Increases in peak flows and baseflows partially restores natural hydrologic conditions altered by prior development within the watershed.

The logistics of achieving these concepts will be the subject of the detailed stormwater management plans and system design at the subdivision stage for this development.

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- Appendix A Preliminary Flow Computations - Stormwater Management Concept Plan (4 pp)
- Appendix B Water Flow Rate and Quality Data (2 pp)
- Appendix C Box Culvert Capacity Computations (2 pp)



1.0 Introduction

This report presents the Stormwater Management Concept Plan (SWMCP) for the IPSCO Inc. (IPSCO) lands in Port Moody, BC. IPSCO is proposing a multi-family residential and mixed-use development on an 11ha parcel of land adjacent to Murray Street (Figure 1). The SWMCP has been prepared to accompany the rezoning submission to the City of Port Moody.

The objective of this SWMCP is to design a program utilizing the best available methods to discharge the post-development stormwater runoff from the IPSCO lands, so as to minimize the impact on the receiving waters and their environment. This will include the management of water quantity and water quality discharged from the development site. In addition, the opportunity to improve existing storm drainage across the site by daylighting a section of storm sewer is presented.

This SWMCP will provide the background to this project, existing conditions and stormwater management, and the proposed development and stormwater management concept measures.

2.0 Background

The following provides some background information relevant to the development of the SWMCP.

2.1 Site Description

The subject site is a vacant lot of approximately 11ha in size and located at 3190 Murray Street, west of the intersection with Ioco Road (Figure 1). The site is bounded by Murray Street to the north, industrial buildings to the west, and the Canadian Pacific Railway (CPR) right-of-way to the south and east. The CPR line to the east is referred to as the Ioco Spur line, and is located between the site and the neighbouring property to the east. Historically the site was utilized as a milling/fabricating plant and was recently a precasting facility for the new Skytrain line.

Due to the recent dismantling of the precasting facility, the surface of the site is primarily bare granular fill. Vegetation is limited to grasses, shrubs and some trees around the periphery. The property is flanked by steep topography to the south, and the estuarine flats of Burrard Inlet to the north. Ground elevations vary between approximately 13m geodetic

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along the south margin of the site to a low of 2m geodetic along the north margin of the property. Previous land disturbance has altered the local topography of the site. Fill, ranging in thickness from 1m to 2m, occurs throughout the site.

In the north-centre of the property, west of the Greater Vancouver Regional District (GVRD) pump station, a small watercourse and associated riparian vegetation is referred to as the Habitat Enhancement Area (HEA). The majority of the water supply to the HEA is from stormwater sources upstream of the property (see Section 3.1 for more details).

Habitat features built in 1995 in the HEA included: a rip-rap apron at the storm sewer outfall, three small pools, a riffle and some gravel placement within the main stem of the storm drain outfall. A large tree stump and some logs create overhanging banks. Surface runoff from the GVRD property to the east is directed into the HEA via a small pool/backwater channel. From the IPSCO property boundary, the watercourse flows west along the Murray Street right-of-way for a short distance before crossing under Murray Street and discharging into an intertidal channel in Pigeon Cove of Shoreline Park. At high tide, backwater conditions have been observed to influence the lowest reach of the HEA. Due to the nature of the source of these flows, this channel can best be described as a short open stormwater channel leading directly to an intertidal channel.

Fish can readily travel from Burrard Inlet, through the box culvert crossing underneath Murray Street and into the estuarine portion of the HEA at high tide. Fish migration beyond the HEA is blocked by a steep 220m culvert across the site, with an outlet drop of approximately 2-3m.

2.2 Geology/Ground Water

The surficial stratigraphy of the property consists of inter-bedded layers of poorly sorted fill material ranging from silty sands to stones, overlying a glacial marine layer, over more sands and gravels, to a glacial till to sandstone at depth. The geology can be described as two unconnected sand/gravel layers divided by impervious clay, on top of sedimentary bedrock.

Previous investigations indicated that a local perched water table is present approximately 2m below ground surface. A series of seeps have been observed flowing from the base of the fill slope and low lying areas in the north-centre of the property south of Murray Street discharging into the HEA or ditch along Murray Street. This seepage discharge will be specifically managed by the BMP design for Parcel 12, to preclude its overland flow onto the Murray Street road right-of-way. Ground water flow is from south to north with a slight westward trend. It appears that ground water is conveyed at the interface between native soil and fill. It is assumed that some of this shallow ground water will be intercepted by the proposed development clean water BMPs, and routed to the receiving environments directly.



Pottinger Gaherty Group

2.3 Regional Climatic Regime

Port Moody has a mean annual precipitation of over 2,000mm, which is almost double the amount recorded at Vancouver International Airport. This can be attributed to the proximity to the Coast Mountains. The coastal temperate climate zone is characterized by peak rainfall in late fall and winter, with low intensity, long duration events. November and December are the wettest months, while July and August are the driest.

Peak runoff flows typically occur during the wet period between November and February when the ground is saturated from previous rainfall and a long duration of heavy rainfall occurs. As much of the upper catchment area above the IPSCO site is impervious, short duration storms will produce higher peak flows than would occur naturally for the same size watershed.

2.4 Regulatory Guidelines

The objective of the regulatory requirements for stormwater management is to reduce the impacts of urbanization through:

- **Volume Control:** minimizing impervious cover and infiltrating the more frequent runoff events;
- **Water Quality:** providing water quality treatment of first-flush flows from impervious areas, i.e. roadways and parking areas; and
- **Rate Control:** controlling post-development runoff rates flowing into watercourses to avoid alterations to erosion processes and sediment transport/deposition regime.

Specific requirements for protection of aquatic habitat through stormwater management are outlined in "Urban Stormwater Guidelines and Best Management Practices for the Protection of Fish and Fish Habitat" - Draft (Chilibeck and Sterling, March 2001). These draft guidelines have been incorporated as part of the harmonized Ministry of Water, Land and Air Protection (MWLAP)/DFO environmental review process and are intended to complement the "Land Development Guidelines for the Protection of Aquatic Habitat" (Chilibeck, *et al.*, 1992). We have incorporated design elements into the SWMCP to address these three objectives.

Pre and post-development peak flows were computed as described in the City of Port Moody Subdivision Servicing Bylaw No. 1804.

3.0 Existing Conditions

The IPSCO property is located downstream of an urban watershed, providing important context to the SWMCP proposed for the site. As described below, the IPSCO property currently contributes 2.75ha of drainage area or 11% (2.75ha/25.7ha) of the runoff to the culvert crossing under Murray Street (north centre of the property). The hydrology of the property can best be described under two headings: upstream sources and site drainage.

3.1 Upstream Drainage

Stormwater originating from a 23ha subdivision south of the IPSCO property is culverted across the site. All this runoff is captured in conventional storm sewers via street catchbasins and feeds into the Port Moody storm sewer system. Typically, in Port Moody, roof drainage is directed to the storm sewer system. The upstream catchment is bounded by the CPR mainline to the north, Brookmount Avenue to the south, James Road to the west and in the vicinity of Clearview Drive to the east (Figure 2). A small section of residential neighbourhood in Coquitlam to the south of Brookmount Avenue drains to Pigeon Cove, and is included in the area calculations. The upstream area includes a residential neighbourhood south of St. John's Street, a section of St. John's Street and its associated commercial activities, and a segment of the CPR mainline. There are no open channel segments or natural vegetated areas in the catchment area south of St. John's Street, and two short open channel segments adjacent to the CPR mainline.

A 225m-long storm sewer pipe (750mm-diameter) conveys stormwater from upstream sources across the IPSCO site and discharges to the HEA. An open channel in the HEA flows northward for a length of 49m to the property line and across Murray Street to Burrard Inlet via a culvert crossing in the north centre of the property.

3.2 Site Drainage

Drainage from the majority of the IPSCO site (72%) is presently collected via perforated pipes and drains westerly to a private 450mm-diameter storm sewer (Figure 3, Table 3-1). This storm sewer originates on the IPSCO property and drains north to Burrard Inlet with no interconnection to the municipal storm sewer system. An in-line sediment trap is present on this sewer and is located on the north side of Murray Street. The storm sewer outfall to Burrard Inlet is under an easement agreement between the Vancouver Port Corporation and the landowner.

Table 3-1: Summary of Drainage Areas (hectares)

Drainage Area Description	Historic ¹	Vacant (May 1999)	Current (post-SAR Transit)
Total Upstream Drainage (Section 3.1)	23.0	23.0	23.0
Site Drainage			
West to IPSCO 450mm storm sewer	N/A (0%)	4.52 (41%)	7.96 (72%)
North to Murray Street south ditches	4.4 (40%)	3.87 (35%)	1.42 (13%)
North to Habitat Enhancement Area	5.5 (50%)	1.74 (16%)	1.33 (12%)
West/East to City storm sewer	1.1 (10%)	0.92 (8%)	0.34 (3%)
Total Site Drainage (Section 3.2)	11.0 (100%)	11.05 (100%)	11.05 (100%)
Total Drainage to Murray Street Crossing	32.9	28.6	25.7

¹ Estimates based on postulated historic topography

Low-lying areas along the north edge of the property (13% of site) drain northward to roadside ditches on the south side of Murray Street and subsequently along the road right-of-way toward the centre of the property. Runoff is then routed under Murray Street to Burrard Inlet via the culvert crossing in the north centre of the property. Approximately 12% of the property currently drains to the HEA. This percentage includes the proposed Parcel 7 in the southeast corner of the property along with areas adjacent to and including the HEA itself.

Small portions (3%) of the property along the western and eastern boundaries drain northward to municipal storm sewers under Murray Street. These sewers drain toward the box culvert crossing under Murray Street and discharge in a small cove immediately north of Murray Street.

Before the recent use of the site by SAR Transit, approximately 16% of the property drained to the HEA and over 50% of the site was tributary to the culvert crossing under Murray Street. Historically, without any site drainage works, these numbers would have been in the order of 50% and 90% respectively.

3.3 Existing Flows

Existing runoff flows from upstream sources and from the IPSCO property were computed for the 6mo, 2, 5, 10 and 100-year return periods (Appendix A). The results are provided in

Table 3-2. These flows were estimated using the rational method, using the City's intensity duration frequency (IDF) rainfall data and Subdivision Servicing By-law No. 1804 for design parameters. At detailed design, refinement of the hydrologic/hydraulic analysis will be conducted.

Some spot discharge measurements have been made above and below the site in the storm drainage open channel, as part of a water quality-monitoring program. The minimum flows were recorded in late summer, probably representing ground water discharge only (Appendix B).

Table 3-2: Summary of Pre-Development Peak Flows

Drainage Area Description	Area (ha)	Flows ¹ (m ³ /sec)				
		6-mo	2-yr	5-yr	10-yr	100-yr
IPSCO site contribution to HEA	5.50 ²	0.10	0.16	0.17	0.19	0.30
To IPSCO 450mm storm sewer	7.96	0.15	0.23	0.24	0.28	0.43
Upstream Drainage	23	0.52	0.81	0.92	1.04	1.61
At Murray St. culvert crossing	33 ³	0.67	1.04	1.19	1.33	2.07

¹ These estimates do not take into account any potential in-line or on-site storage.
² Pre-development flows assuming that 50% of property historically drained to HEA.
³ Assuming entire property, less east and site margins, historically drained to crossing.

3.4 Water Quality

PGL has been conducting water quality sampling at three locations along the storm sewer drainage ditch as it runs from St. John's Street north to Burrard Inlet. The first location (St. John's St. 1) is the culvert outlet on the north side of St. John's Street. The other two locations (Ipsco 1 and Ipsco 2) are shown on Figure 3. Baseline concentrations of metals, nutrients, major ions, hydrocarbons, total suspended solids, and total dissolved solids in the storm sewer drainage have been documented under various flow conditions since 1998 (Appendix B).

Results to date are typical of those found in urban runoff. Water quality is usually poorest during "first-flush" flows, which transport the majority of deleterious substances through the storm system to the HEA and Burrard Inlet. Hydrocarbons were frequently detected in the stormwater originating upstream of the site. Nutrients and fecal coliforms were also detected in a few instances. However, pollutant concentrations still meet the aquatic life standards of the Approved Water Quality Guidelines (BCE, 1998).

4.0 Proposed Development

The proposed development is presented in the IPSCO Lands Rezoning Application dated November 2001. The conceptual land use plan was utilized as the basis for the development of this SWMCP.

According to the conceptual land use plan, the IPSCO property would be composed of 14 parcels representing six different land uses (Figure 4). Parcel 9, at the centre of the property, would be a dedicated open green space providing a link with the HEA, which will be protected as is. A stream-like water feature utilizing upstream stormwater as a source is proposed within this open space. The water feature will originate at the urban plaza at the south entry to the open space, wind its way through shallow marsh areas, open ponds, and finally, cascade down into the HEA. This water feature will be a site amenity and will provide some stormwater conveyance from the property. More details on the proposed water feature are provided in Section 5.1.

The proposed development guidelines state that the maximum lot coverage from buildings shall be 60% of the gross parcel areas. It was assumed that a further 10% of the gross parcel area would be privately owned impervious surfaces directly connected to the storm sewer system (public roadways are not included as part of this 10%). This is a realistic assumption given that underground parking will be provided for all developments.

Under ultimate development, approximately 20% of the site would remain pervious, resulting in an impervious fraction of 80% for the property. Seventy percent of these impervious surfaces will be rooftops generating clean runoff, which will be kept separate from road runoff. A summary of parcel areas is presented in Table 4-1.



Table 4-1: Summary of Parcel Areas (m²)

Parcel No.	Gross Area ¹	Impervious Areas		Pervious Area
		Rooftops ²	DCIA ³	
1	9,967	5,980	1,469	1,469
2	4,832	2,899	712	712
3	8,093	4,856	1,193	1,193
4	10,872	6,523	1,602	1,602
5	6,331	3,798	933	933
6	3,804	2,282	561	561
6b	1,067		1,067	
7	4,144	2,486	611	611
8	13,499	4,050	995	1,990
9	3,068		3,068	3,068
10	8,962	2,689	660	1,321
11	9,002	2,701	663	1,327
12	18,382	3,676	903	2,709
13 & 14	7,555			1,113
HEA	4,317		4,317	4,317
Sub-total			10,544	
Roadways			16,255	
Total ⁴	113,894	63,265	26,799	22,925
Percent	100%	56%	24%	20%

¹ Source: Conceptual Land Use Plan - IPSCO Lands Rezoning Application November 2001. Includes roadways/greenways since parcel boundaries are to centerline of roadways/greenways.

² 60% of gross parcel area is covered by buildings.

³ DCIA - Directly connected impervious area. Assumes that 10% of gross parcel area is directly connected to storm sewer system.

⁴ Total includes parcel 14, currently owned by the city.

5.0 Stormwater Management Measures

The stormwater best management practices selected for the IPSCO property rely primarily on the separation of clean and dirty stormwater, the treatment of the dirty "first-flush runoff", detention/infiltration of clean stormwater and release to the water feature and HEA, some biofiltration and public education. These were selected for their applicability to the specific characteristics of the site.

The proposed SWMCP for the property has considered three alternatives as illustrated in Figures 5A, 5B and 5C and as described in Section 5.4. A key aspect of this concept plan is to maintain several key infrastructure choices including: the HEA and channel, the

"fish-friendly" culvert under Murray Street, and possibly the private western outfall, subject to satisfactory inspection of the existing system, while eliminating the large existing culvert which crosses the site. The primary motivation for these elements, following consultation with the City, agencies and local environmental interest groups, was to maintain the hydrologic regime presently conveyed to the fish habitat in the HEA and intertidal areas immediately downstream. It also provided the developer with alternative ways to manage the stormwater that could have positive impacts on the HEA. Water quality in the HEA will be improved by directing clean water from the roof tops and pervious areas of the IPSCO site to the HEA. Maintaining the private outfall allows for flexibility in the catchment area design and stormwater discharge to Burrard Inlet. This could have a positive impact on Pigeon Cove through a reduction of the peak flow rates to that area. On the other hand, consolidating most of the runoff from the western portion of the site to the Murray Street culvert crossing, downstream of the HEA, might be a valid hypothesis to eliminate multiple outfalls.

It is the City's preference that the existing westerly private storm sewer outfall be abandoned, with an ultimate stormwater management plan consolidating all drainage flows to the Murray Street crossing and subsequently to Pigeon Cove. The City's acceptance of any scheme involving use of the westerly outfall shall be subject to the City's satisfaction with the outfall, as to its condition, standard, capacity, etc., acting reasonably. The statutory right-of-way and senior environmental agency approvals will need to be secured by the developer for the continued use of the outfall. Maintaining the private westerly outfall would allow for flexibility in the catchment area design.

5.1 Water Feature

A stream-like water feature is proposed across the centre of the site as part of the open space concept. Its main source of water will be from upstream stormwater sources currently being piped under the site. A bypass structure will be installed to direct all flows up to 575L/sec to the water feature. This represents approximately 66% of the 2-yr return period flow from the upstream drainage area. Flows in excess of the bypass capacity and up to the 10-yr return period will continue to be piped to the HEA (Figure 6). The balance of the water in the channel will come from the separated clean water flows from nearby parcels (see Section 5.2).

The water feature will be subject to late summer low flows; however, there would be no need to augment water supply from potable water sources. The pool and riffle design is intended to preclude exfiltration to ground while maximizing visual water presence.

The water feature is designed to incorporate wetland plants in marsh areas along its length to provide some biofiltration (Figure 7). A more detailed planting list will be provided with the landscaping plans during the detailed design stage. Interpretive signage will be established in

the open space area (Parcel 9) along the water feature to describe the linkages between human activity within the watershed and the natural environment.

The water feature is not intended to provide any *in situ* fish habitat, due primarily to poor water quality and highly variable flows. Its primary environmental value is to provide some improvement to water quality and increased shade and nutrients from leaf litter to downstream habitat in the HEA and Burrard Inlet. The naturally extremely low late summer flows are insufficient to extend fish accessible habitat any further south onto the site. The cascade between the HEA and the water feature is both a design element to accommodate a significant grade change, and will provide a barrier to prevent fish from entering unsustainable habitat.

5.2 Volume Control Measures

When roads and buildings are constructed, ground surfaces are hardened, increasing the amount of impervious area. This will affect the natural process of infiltration and stream recharge, accelerate surface runoff, and can increase peak flows in receiving watercourses. To minimize alteration to the hydrological regime and watercourses, efforts must be made to direct clean stormwater from impervious areas onto pervious areas for infiltration to ground.

The ground water table in this area is typically 1.5m below ground in summer months, and at or near the ground surface in winter, depending on antecedent weather conditions. In summer months, ground recharge is considered feasible. Geotechnical data and percolation testing will be used to confirm ground water recharge capability at the detailed design stage.

Rooftop runoff from each parcel will be directed to on-site detention/infiltration systems. Some typical systems used for this purpose include biofiltration swales or infiltration galleries using High Capacity Infiltrator Chambers®. The design of these systems will be incorporated in the development permit application for each parcel.

Excess clean runoff, beyond the detention/infiltration capacity of the onsite systems, will be conveyed from the parcel specific volume-control measures via a segregated clean water pipe system (see Section 5.3.1). This system will be built of perforated piping within a gravel trench to promote infiltration to ground. It will be located, to the extent possible, within the greenways and open spaces and will be outside of roadway and statutory right-of-ways. Maintenance of this system will be the shared responsibility of the City and parcel owners (for the portion on private land).

The shallow ground water discharges along the north edge of Parcel 12, will be collected by lot-level BMPs and will be directed at the drainage system upstream of the culvert crossing

under Murray Street. The collection system will be designed to preclude any overland flow into the Murray Street right-of-way.

5.3 Water Quality Control Measures

One of the fundamental principles of environmentally responsible stormwater management is to separate clean and dirty stormwater as much as possible. This reduces the volume of runoff necessitating treatment while maximizing the amount of clean water available to recharge the ground and watercourses.

5.3.1 Separation of Clean and Dirty Stormwater

A conventional stormwater network will service public roadways and adjacent impervious areas directly connected to or graded towards the roadways. First-flush runoff collected from these areas will be treated before being released to the drainage system(s) (see Sections 5.3.2 and 5.4).

Efforts will be made on each parcel to detain and infiltrate clean runoff originating from rooftops, foundation drains and pervious areas (see Section 5.2). Excess clean runoff that cannot be infiltrated will be collected, for the most part, in a segregated clean water system. The excess clean runoff from 6 parcels, and portions of 6 of the 14 parcels (3, 4, 5, 6, 7, 9 and part of 1, 2, 8, 10, 11 & 12, respectively) can be drained to the water feature and/or HEA (see Figures 5A, 5B and 5C and Table 5-1) without deep sewers or regrading of the site. This represents 53% of the total property coverage. The selection of which parcel would direct its clean water to the HEA was based on the ability to pipe the water via gravity. Excess clean runoff from six of the remaining parcels (13, 14, and part of 8, 10, 11, & 12) would be directed to the drainage system upstream of the culvert crossing under Murray Street.

This preliminary routing of clean stormwater is subject to refinements at the detailed design stage and approval of the City, acting reasonably. The percent contribution to the proposed clean and dirty stormwater systems is estimated to be 76% and 24% of the property area, respectively (Table 4-1). The clean water component is made up of 56% rooftops and 20% pervious areas, whereas the dirty water component is 9% directly connected impervious areas and approximately 15% roadways.



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Table 5-1: Post-Development Drainage Areas (m²)

Parcel No.	Gross Area	East ¹ Road/ DCIA ⁴	Central ² Roof/ Pervious	West	
				Roof/ Pervious ³	Road/ DCIA ⁵
1	9,967	6,242	3,725		
2	4,832	3,026	1,806		
3	8,093	2,044	6,049		
4	10,872	2,746	8,126		
5	6,331	1,599	4,731		
6	3,804	961	2,843		
6b	1,067		1,067		
7	4,144		3,097		1,047
8	13,499		5,044	5,044	3,410
9	3,068		3,068		
10	8,962		3,349	3,349	2,264
11	9,002		3,364	3,364	2,274
12	18,382		4,579	9,159	4,644
13&14	7,555			5,646	1,909
HEA	4,317		4,317		
Total	113,895	16,620	55,164	26,563	15,547
Percent	100%	14.6%	48.4%	23.3%	13.7%

¹ East area drainage to first flush treatment and subsequently to HEA or Murray Street storm sewer. Note that approximately half of Parcels 1 & 2 must drain to Murray Street sewer due to grade constraints.

² Centre drainage to water feature and/or HEA

³ West area drainage to Murray St. crossing.

⁴ Directly connected impervious areas to first flush treatment along with roadway runoff.

⁵ West area drainage to first flush treatment and subsequently to Murray St. crossing or private storm outfall.

5.3.2 Treatment of First-Flush Runoff

The treatment of first-flush flows is one of the primary objectives of an environmentally friendly stormwater system. Oil, gasoline, sediment, and other contaminants concentrate on the roadway between rainstorms, making the initial runoff or "first-flush runoff" from impervious surfaces the most contaminated. The quality of runoff during low-flow periods and from short duration storms is of greatest concern. During long duration winter storms, dilution takes place and roads have already been flushed by previous rainfall.

First-flush runoff from roads and parking areas will not be discharged directly to the HEA or existing storm sewer systems, since they ultimately discharge to Burrard Inlet. First-flush

runoff from roadways and parking areas within the proposed development will be directed to underground treatment systems (i.e. Stormceptor®) before discharging to drainage system(s) (see Section 5.4). These systems are designed to settle non-colloidal suspended solids, and trap oil and grease. They are passive systems that contain no moving parts and simply require regular inspection and maintenance. The treatment systems will be designed to intercept 90% of the annual runoff volume from roadways and parking areas.

It is anticipated that two stormwater treatment units will be adequate to service all of the first-flush runoff from the site (Figures 5A, 5B, 5C and 5D). One would be installed to the east of the site, adjacent to Parcel 3 and the other would be installed within the west portion of the site. The exact location of the treatment units and final sewer alignments will be established at the detailed design stage. Note that any interconnections between the "dirty" and "clean" water systems would be located downstream of the water quality treatment infrastructure (Figures 5A, 5B, 5C and 5D). This will serve to further dilute the treated "dirty" stormwater with clean water.

A few alternatives are available for the discharge of the treated stormwater from roadways and impervious areas, as presented in Section 5.4.

5.4 Rate Control Measures

Conventional land development approaches tend to have significant effects on the flow regime of receiving watercourses. Increased site imperviousness and highly effective drainage and conveyance systems can lead to larger, more frequent, flooding events that result in alterations to the stream channel and fish habitat. The aim of rate control measures is to design the stormwater management system so that the post-development flows to the receiving watercourse correspond closely to undeveloped or pre-development conditions.

For the purposes of this stormwater management plan, only one watercourse, the HEA and receiving channel, is potentially susceptible to flow regime alterations. The runoff directed to the private pipe discharges directly to Burrard Inlet, below the low water line and currently does not require any rate control measures. This discharge is permitted under an ongoing agreement between the Vancouver Port Authority and IPSCO. This westerly sewer and outfall system will be turned over to the City. It will continue to be the responsibility of the owner until it is incorporated into the development plan. If it is not incorporated into the stormwater management plan, it will be decommissioned and removed by the owner under the terms of its easement agreement with VPA and the agreement with VPA will be terminated.

The ability to implement effective rate control measures on flow to the HEA is limited by the fact that the IPSCO property accounts for less than 20% of its tributary area. The

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drainage area upstream of the IPSCO property is fully developed and major changes to runoff rates are beyond IPSCO's control.

A few alternatives were explored for the discharge of the stormwater from the property. They are:

Alternative 1: Consolidate all runoff from site (except that from portions of Parcels 1 and 2) to the culvert crossing under Murray Street (Section 5.4.1 and Figure 5A).

Alternative 2: Direct the treated runoff from the western portion of the property to the private storm sewer pipe (Section 5.4.2 and Figure 5B).

Alternative 3: Direct the runoff from the eastern portion of the property to the Murray Street storm sewer system (Section 5.4.3 and Figure 5C).

5.4.1 Consolidation to Murray Street Crossing

The City has expressed a preference to have all stormwater discharges from the property consolidated into the channel leaving the property via the culvert under Murray Street. The feasibility of this alternative relies on the ability to drain all of the site runoff to the upstream side of the Murray Street crossing and the ability of the crossing to pass the design runoff flow without flooding Murray Street.

The grade difference between parts of Parcel 1 and 2 and the western portion of the property and the water feature or upper HEA does not allow for gravity drainage to that area. In order to drain all runoff to the Murray Street crossing, the treated and excess clean water originating from the western portion of the property would have to be directed downstream of the HEA via a gravity sewer across Parcel 12. The treatment infrastructure would be located within the loop road right-of-way at the upstream end of the sewer pipe that crosses Parcel 12 (Figure 5A). Excess clean water could be combined with the treated water downstream of the treatment infrastructure. This alternative would abandon the existing private sewer to the west of the site.

For the eastern portion of the property, the majority of the roadway runoff and excess clean water could be drained via gravity to the HEA. Due to grade constraints, approximately half of Parcels 1 and 2 will have to drain to the Murray Street storm sewer. This sewer was designed to accommodate some runoff from outside the roadway (presence of ditch inlet within easement) but no information was available with respect to the anticipated drainage area. The treated roadway runoff and excess clean water to the south of Parcels 1 and 2 would be drained to the HEA. The roadway runoff treatment infrastructure would be located near the east end of the greenway.

A review of the culvert capacity under Murray Street indicates that it could accommodate peak runoff flows (treated and clean) from the entire site and upper watershed ($Q_{100}=2.51\text{m}^3/\text{s}$). Capacity computations assuming that a higher high water large tide prevails during the peak 1:100 year runoff event indicates that the culvert can pass about $3.35\text{ m}^3/\text{s}$ (see Appendix C for detailed computations).

5.4.2 Some Routing to Western Private Sewer

An alternative that should not be ruled out in this planning phase of the project, is to direct the treated roadway and directly connected impervious runoff to the existing 310m long private storm sewer draining north along the western edge of the property. A review of the as-built drawings indicates that the 450mm-diameter sewer has a capacity of approximately 285L/sec and has an in-line sediment trap (located to the north of Murray Street) with a runoff storage capacity of 60m^3 . Hence, this sewer can accommodate the 1:100-yr peak flow of 157L/sec from the roadways and directly connected impervious areas in the western portion of the site (Table 5-2). The existing sediment trap will provide additional in-line treatment beyond that provided by the proposed treatment infrastructure (see Section 5.3.2).

Excess clean water runoff from the western portion of the site (see Section 5.3.1) would be routed downstream of the HEA as described in Section 5.4.1. The majority of the runoff from the eastern portion of the site would be directed to the HEA as described in Section 5.4.1. Implementation of this alternative would reduce by half the increase in post-development flows at the Murray Street crossing compared to the consolidation alternative (see Tables 3-2 and 5-2).

The discharge from the private sewer is permitted under an ongoing agreement between the Vancouver Port Authority and IPSCO. If the aforementioned alternative is selected, this sewer system would be turned over to the City upon completion of the first phase of development.

5.4.3 Some Routing to Murray Street Sewer

In a similar approach to that presented in Section 5.4.2, this alternative drains the treated roadway and directly connected impervious runoff from the eastern portion of the site to the existing storm sewer under Murray Street. Due to grade constraints, the excess clean water runoff from the southern half of Parcels 1 and 2 will also drain to the Murray Street sewer (see Section 5.4.1).

Peak flow computations for this alternative assumed that runoff from the western portion of the site is directed to the HEA and Murray Street crossing as described in Section 5.4.1.

A review of the as-built peak flows, head losses and drawings for the storm sewer under Murray Street indicates that the system could handle the treated 1:100-year peak flows from



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the site without surcharging onto Murray Street. The 1:100-year peak flows must be confined to the pipe systems on Murray Street. We have assumed that a higher high water large tide prevails during the peak 1:100-year runoff event.

5.4.4 Post-Development Flows

Flows for the 6mo, 2, 5, 10 and 100-year return periods were computed and are provided in Table 5-2 and Appendix A. This summary incorporates the results for the three alternatives presented in Sections 5.4.1 to 5.4.3 and the combination of Alternatives 2 and 3 (Sections 5.4.2 and 5.4.3).

The consolidation of drainage release points in Alternative 1 (Section 5.4.1) results in increases in peak flows (from historic levels) of 17% and 20% respectively at the HEA and at the Murray Street crossing. Alternative 2 (Section 5.4.2) results in peak flow increases of 17% and 14% respectively at the HEA and at the Murray Street crossing.

The difference in peak flows between Alternatives 1 and 2 is 5-8%, which is within the margin of error of the method used to derive peak flow estimates.

All of the alternatives presented result in peak flow increases (from historical) at the head of the HEA and at the Murray Street crossing (Table 5-3). These increases may be within an acceptable range given that the majority of flows are from clean water sources. Implementing both Alternatives 2 and 3 results in the least increase in peak flows at the Murray St. crossing of 10% over historical conditions (Figure 5D). Note that further refinement of the hydrology will be necessary when more detail is available on the individual development plans for each parcel.



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Table 5-2: Summary of Post-Development Peak Flows

Drainage Area Description	Area ¹ (ha)	Flows ² (m ³ /sec)				
		6-mo	2-yr	5-yr	10-yr	100-yr
Upstream Drainage	23.00	0.52	0.81	0.92	1.04	1.61
Eastern area roadways & DCIA ³	0.92	0.03	0.05	0.05	0.06	0.09
Eastern area to Murray St. sewer ⁴	0.74	0.03	0.04	0.04	0.05	0.08
Central area to HEA	5.52	0.14	0.22	0.25	0.29	0.45
Western area clean water	2.66	0.09	0.14	0.15	0.17	0.27
Western area roadways & DCIA ³	1.55	0.05	0.08	0.09	0.10	0.16
Murray Crossing Alt. 1 (5.4.1)	33.65	0.80	1.25	1.43	1.60	2.51
Murray Crossing Alt. 2 (5.4.1)	32.10	0.76	1.18	1.35	1.52	2.37
Murray Crossing Alt. 3 (5.4.1)	32.73	0.78	1.21	1.38	1.55	2.43
Murray Crossing Alt. 2 + 3	31.18	0.73	1.14	1.31	1.47	2.29

¹ Based on contributing areas as described in Section and Table 5-1.

² Does not take into account any in-line or on-site storage (e.g. within BMPs)

³ Directly connected impervious areas

⁴ Approximately half of Parcels 1 & 2 must drain to Murray Street sewer due to grade constraints.

Table 5-3: Average Peak Flow Increases Beyond Historic Levels

	at HEA	at Murray St. Crossing
Alternative 1 (Figure 5A)	17%	20%
Alternative 2 (Figure 5B)	17%	14%
Alternative 3 (Figure 5C)	12%	17%
Alternative 2 & 3 (Figure 5D)	12%	10%

5.5 Public Education

Other stormwater mitigation measures that will be adopted include the permanent marking of catchbasin grates with fish symbols. Interpretive signage will be established along the water feature to describe the linkages between human activity within the watershed and the natural environment. The public will be informed that storm drains discharge to watercourses and may impact the receiving environment. The public will be discouraged from disposing of any surplus liquids onto roadways or into associated storm sewer infrastructure.

The public will be encouraged to wash cars at locations where soapy water is either recycled or discharged to the sanitary sewer. This type of car wash facility will be provided in an underground-parking garage. A minimum of one car wash stall per parcel will be provided.

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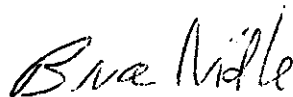
6.0 Conclusion

This report presents a stormwater management concept plan, for the proposed development of the IPSCO lands that offers several alternatives for handling the discharge of stormwater from this site. The concept plan has added various Best Management Practice stormwater measures to the existing site infrastructure, to prepare a cost effective plan which minimizes environmental impacts. The recommendations meet agency guidelines for stormwater management, and have found a practical solution for "daylighting" a substantial portion of an existing culvert. The concepts outlined will require refinement at the detailed design stage, which will accompany subdivision approvals.

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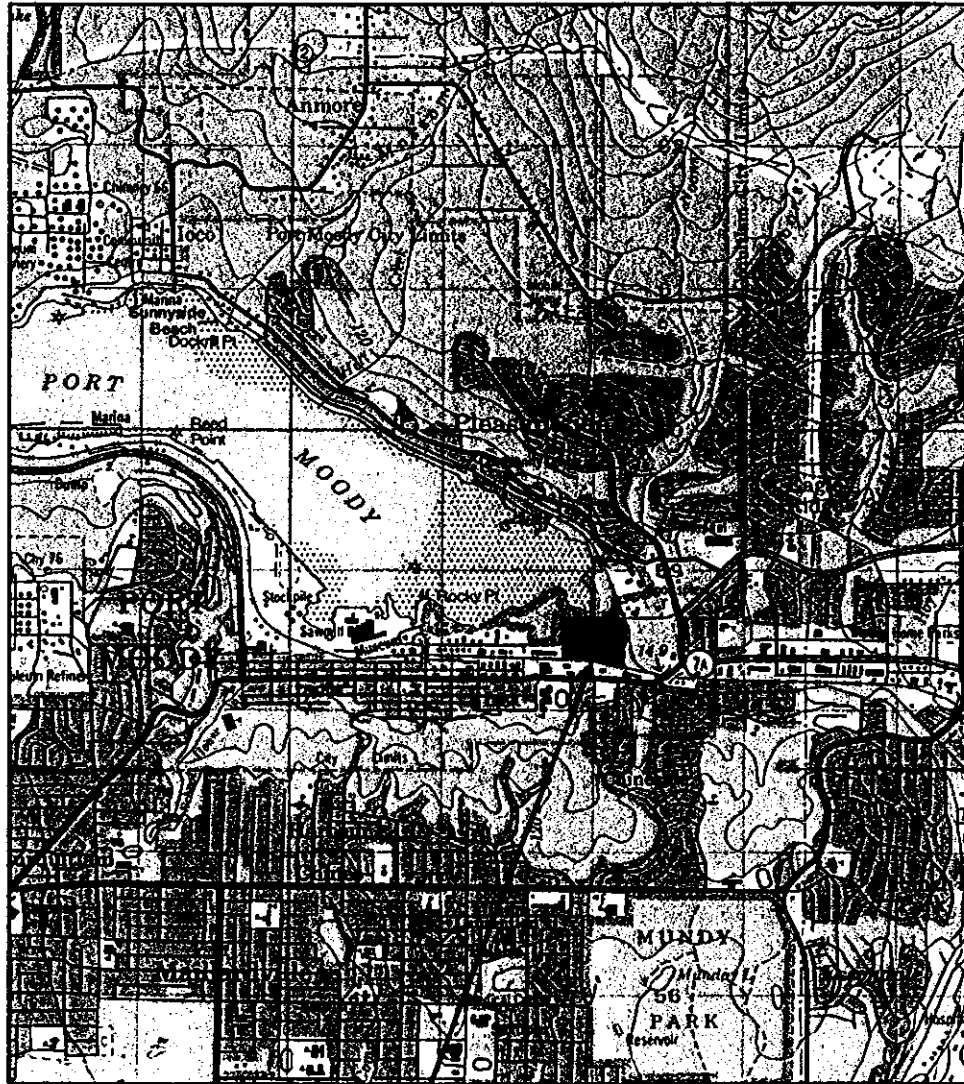


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Figures

- Figure 1 - Site Location**
- Figure 2 - Upstream Drainage**
- Figure 3 - Existing Site Conditions**
- Figure 4 - IPSCO Lands Rezoning Land use Plan Conceptual**
- Figure 5A - IPSCO Stormwater Management Plan Conceptual
Alternative 1**
- Figure 5B - IPSCO Stormwater Management Plan Conceptual
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Alternative 3**
- Figure 5D - IPSCO Stormwater Management Plan Conceptual
Alternatives 2 & 3**
- Figure 6 - Water Feature Bypass**
- Figure 7 - Water Feature Plan and Profile**




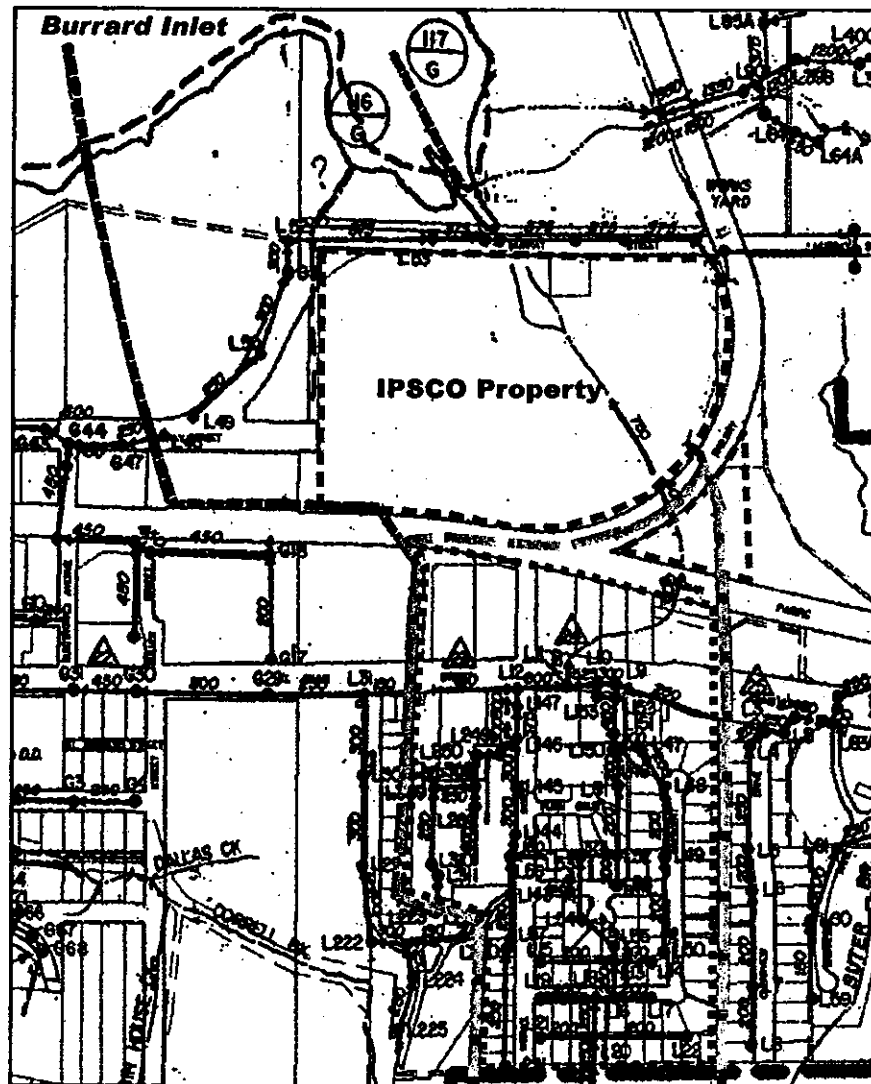


Site Location

Scale 1: 50 000

Surveys and Mapping Branch, Department of Energy, Mines and Resources
Topographic Map of Port Coquitlam 92G/7 (1999).


Figure 1		 Pottinger Gaherty
Site Location Map		
Port Moody, BC		
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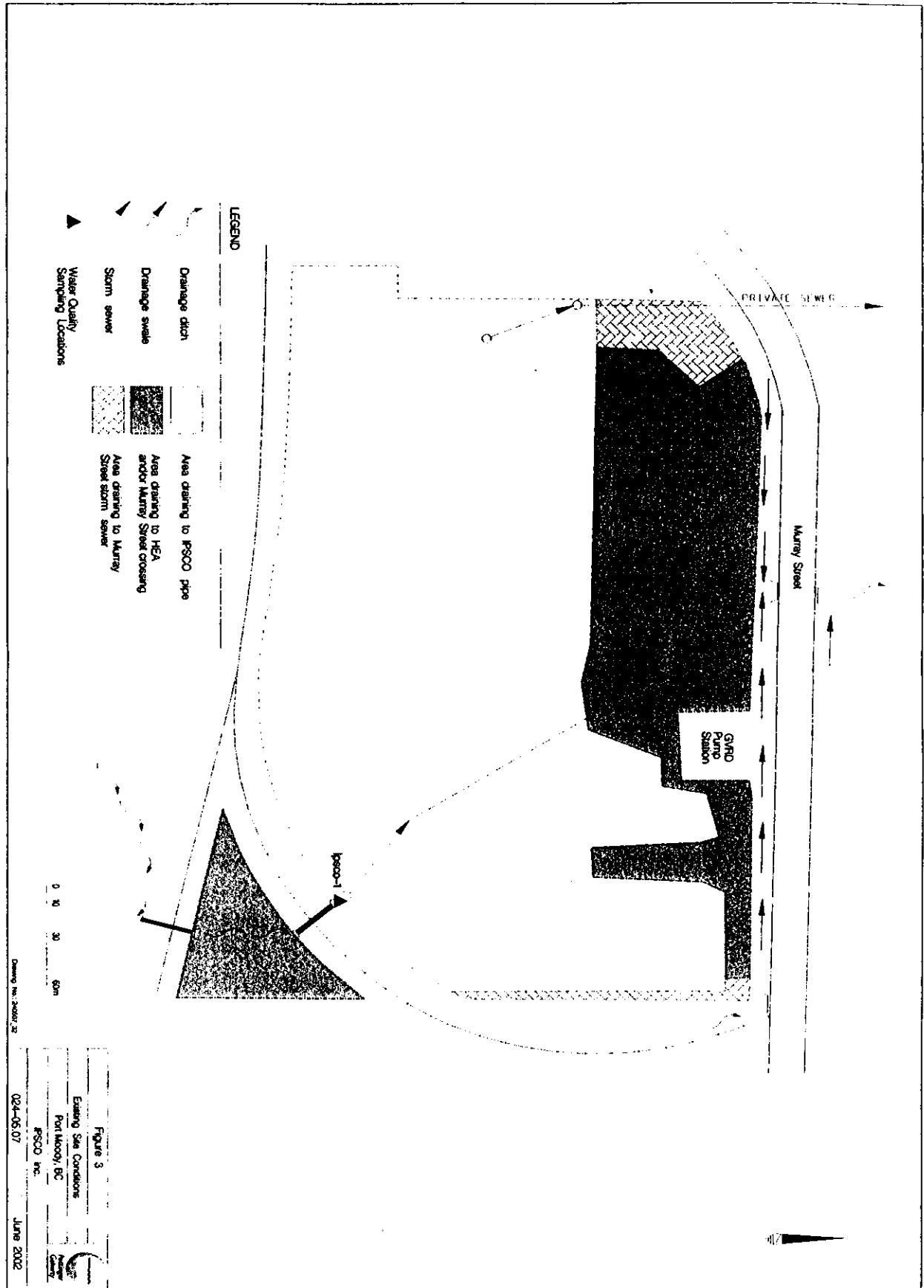


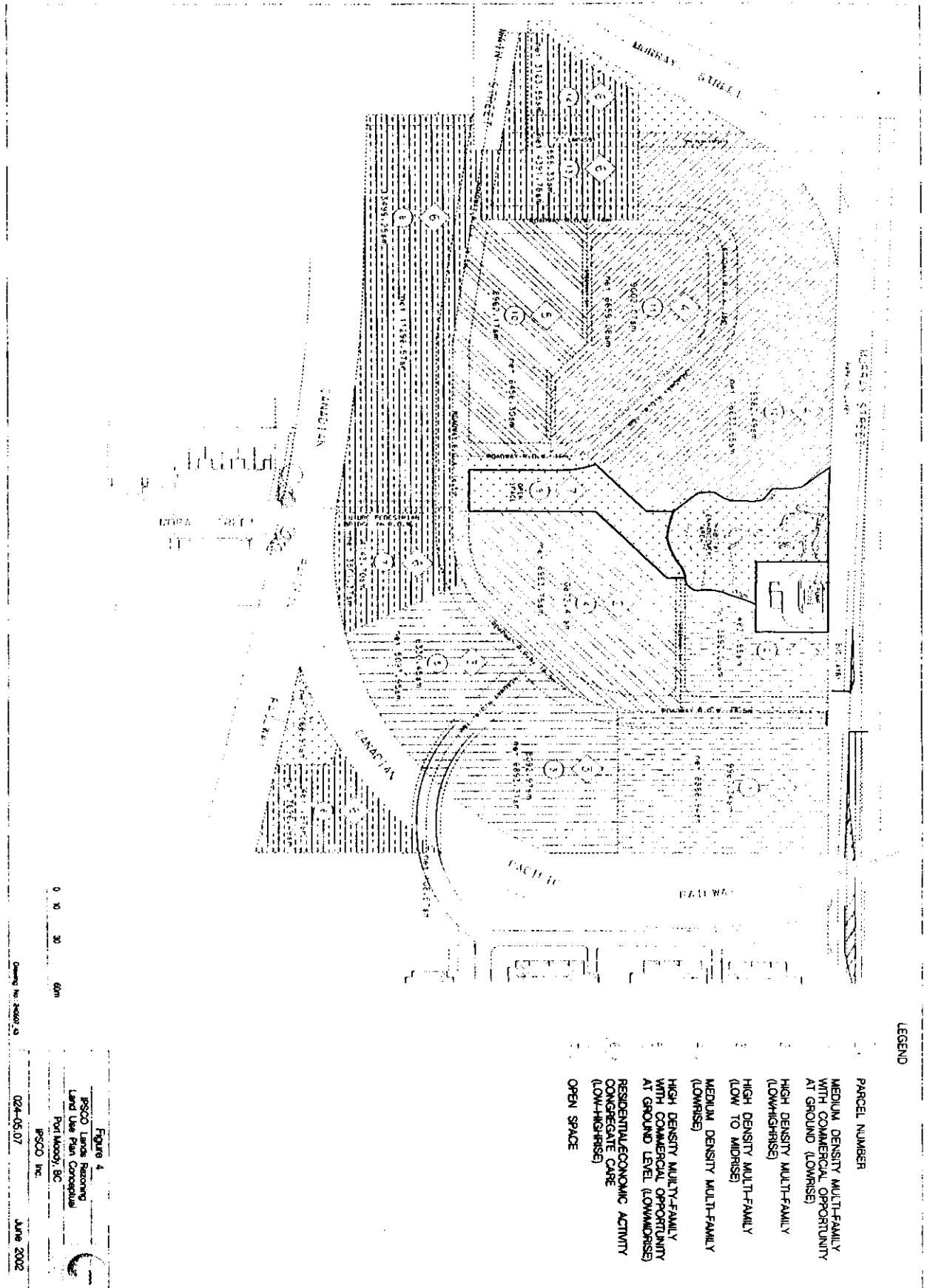
Legend

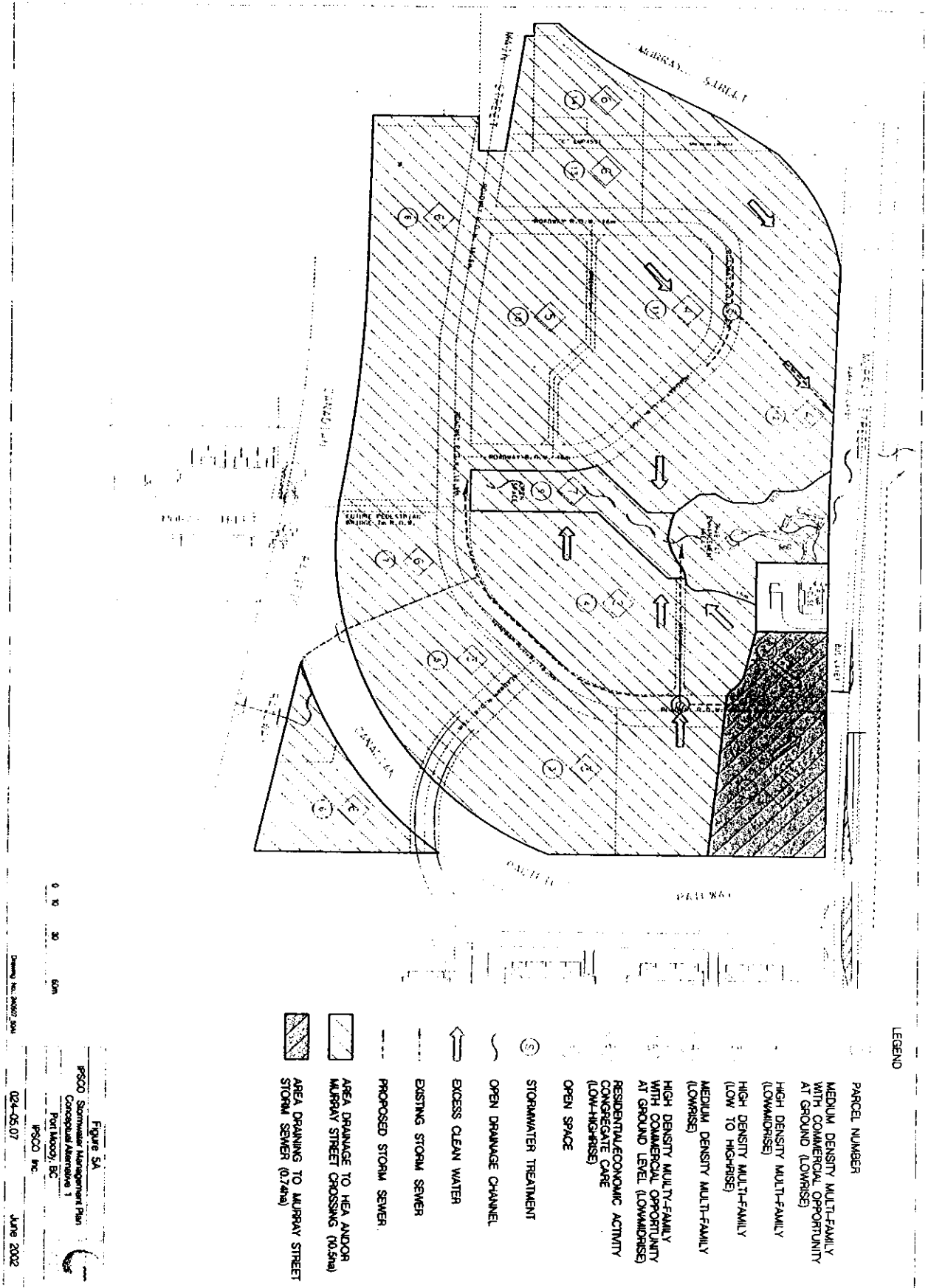
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- Storm Drainage Catchment Boundary
- Commercial/Residential (mixed impervious/pervious areas)
- ←● City of Port Moody Storm Sewers

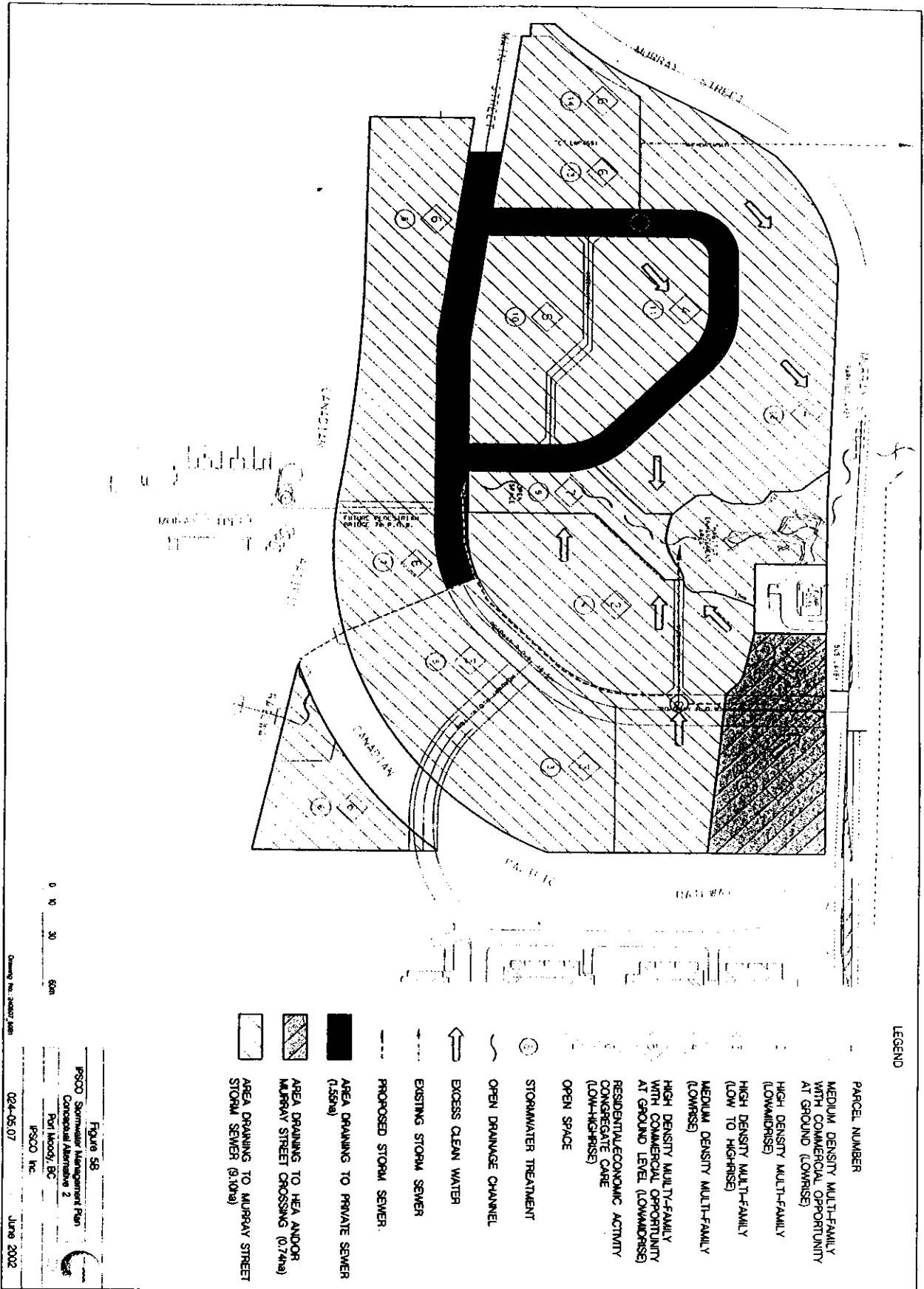
Source: City of Port Moody
Part of Key Plan Storm Sewers

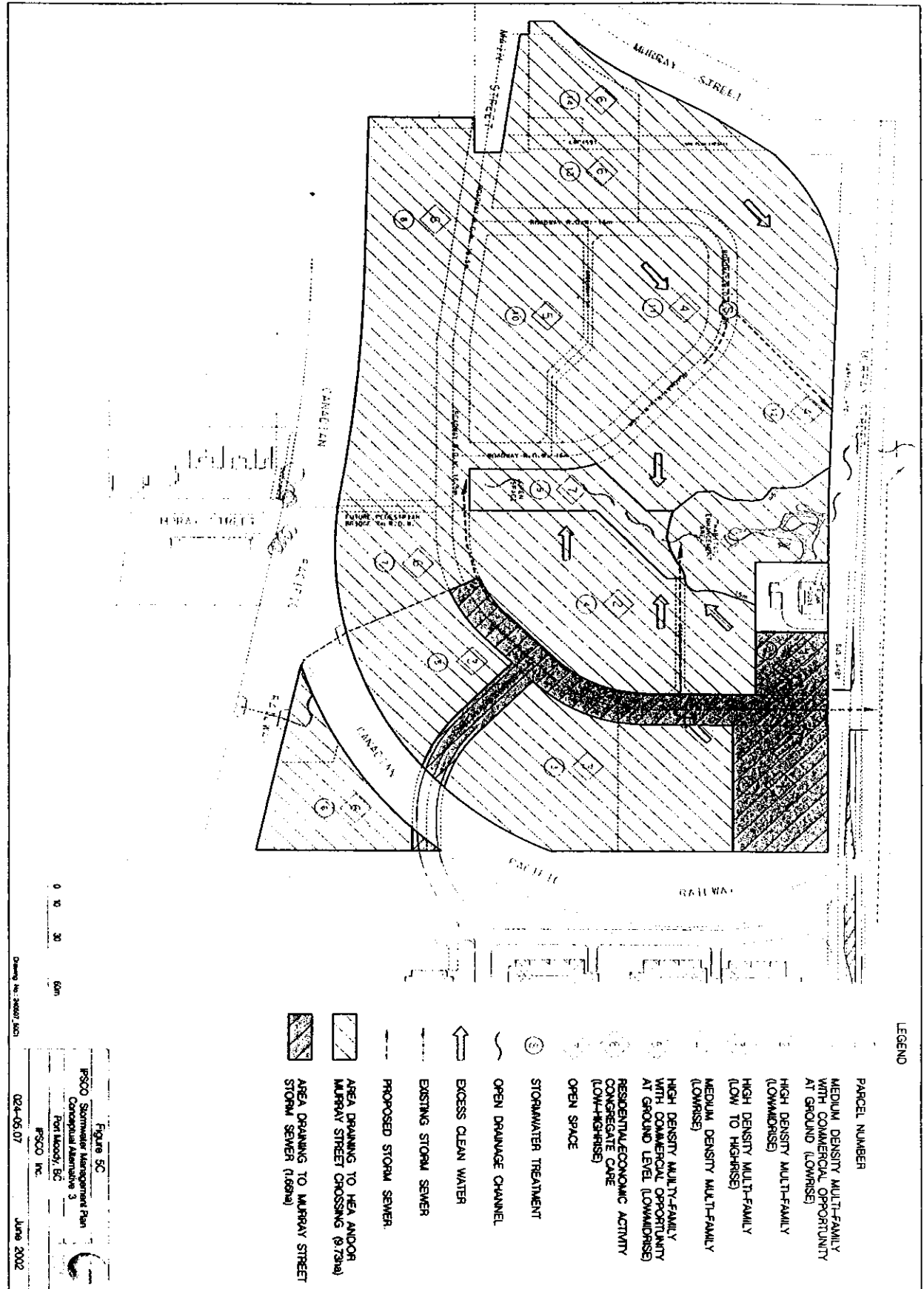
Figure 2		
Upstream Drainage		
Port Moody, BC		
IPSCO Inc.		
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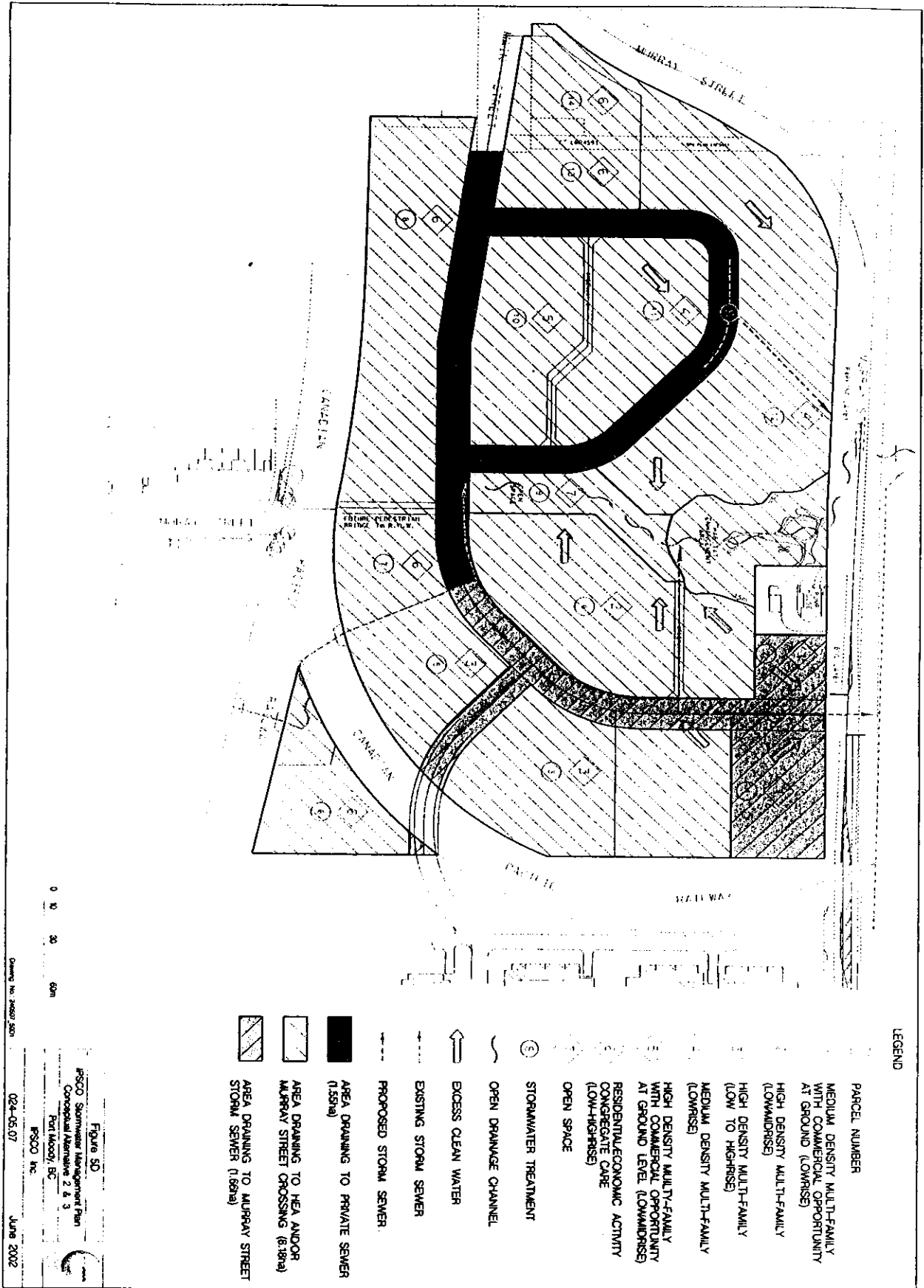












LEGEND

- PARCEL NUMBER
- MEDIUM DENSITY MULTI-FAMILY WITH COMMERCIAL OPPORTUNITY AT GROUND (LOWRISE)
- HIGH DENSITY MULTI-FAMILY (LOWRISE)
- HIGH DENSITY MULTI-FAMILY (LOW TO HIGHRISE)
- MEDIUM DENSITY MULTI-FAMILY (LOWRISE)
- HIGH DENSITY MULTI-FAMILY WITH COMMERCIAL OPPORTUNITY AT GROUND LEVEL (LOWRISE)
- RESIDENTIAL/ECONOMIC ACTIVITY CONGREGATE CARE (LOW-HIGHRISE)
- OPEN SPACE
- STORMWATER TREATMENT
- OPEN DRAINAGE CHANNEL
- EXCESS CLEAN WATER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- AREA DRAINING TO PRIVATE SEWER (1.55ha)
- AREA DRAINING TO HEA AND/OR MURRAY STREET CROSSING (8.87ha)
- AREA DRAINING TO MURRAY STREET STORM SEWER (1.85ha)

0 10 20 60m

Figure 5D
 PFCO Stormwater Management Plan
 Conceptual Alternative 2 & 3
 Port Moody, BC
 PFCO Inc.
 June 2002

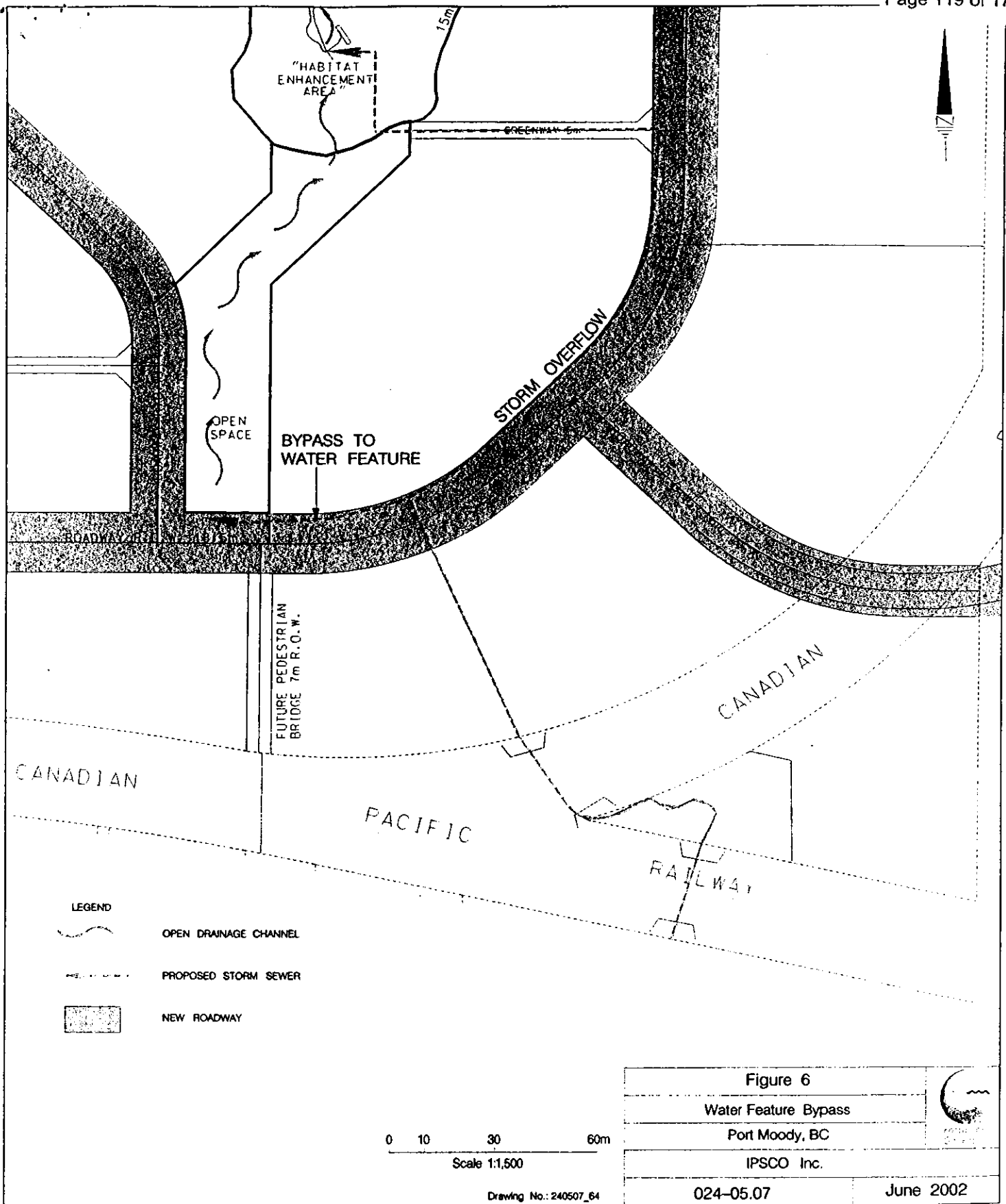


Figure 6

Water Feature Bypass

Port Moody, BC

IPSCO Inc.

024-05.07

June 2002

0 10 30 60m
Scale 1:1,500

Drawing No.: 240507_64

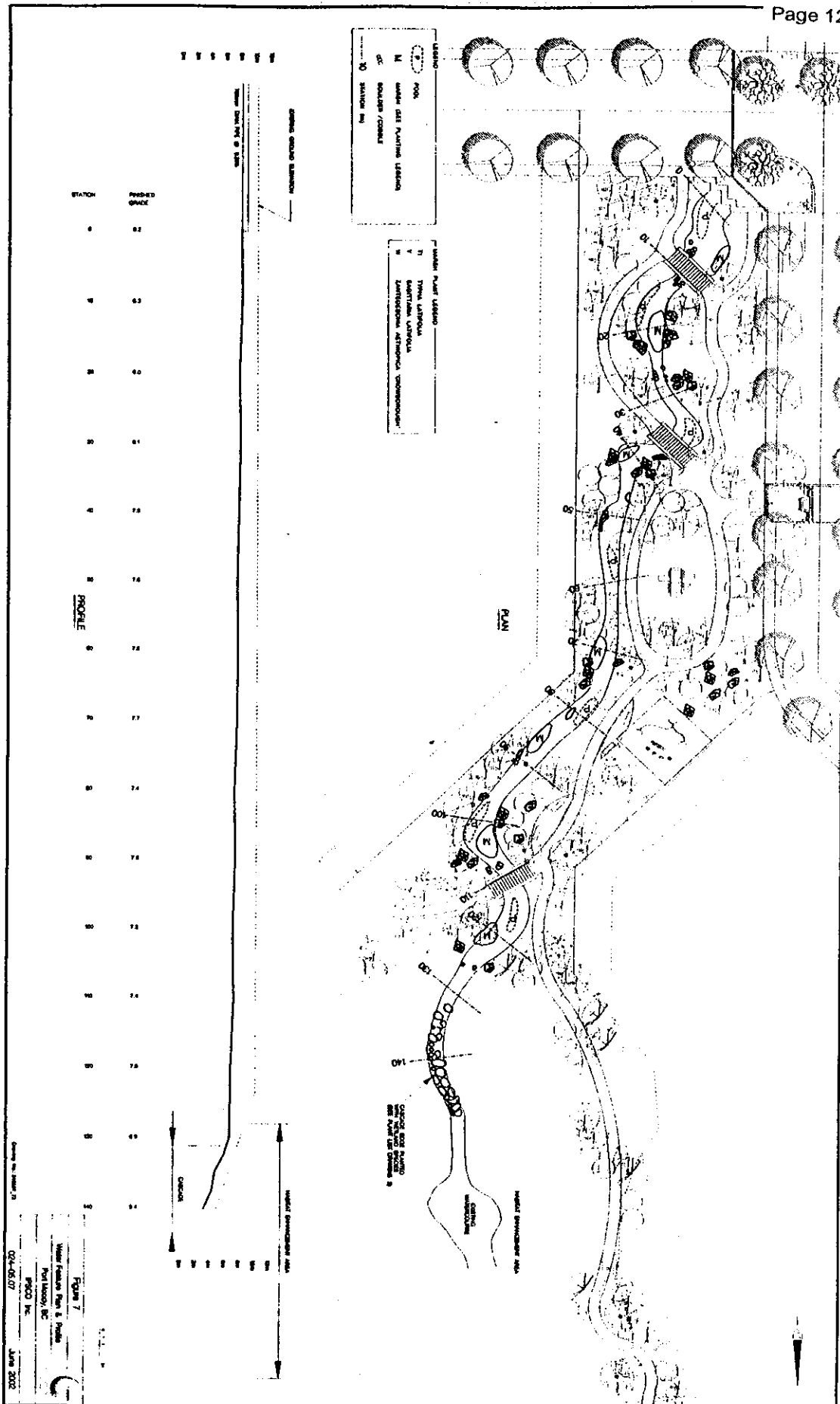


Figure 7
 Water Features Plan & Profile
 Port Mason, NC
 PECO, Inc.
 09-06-07
 June 2012

Appendix A

Preliminary Flow Computations - Stormwater Management Concept Plan



Pottinger Gaherty Group

Pottinger Gaherty Environmental Consultants Ltd.
Stormwater Runoff Computations (Rational Method)

Pre-Development

Q = 2.78 AIR
 A = Area
 I = Intensity
 R = Runoff Coefficient

Location	Return	Area (ha)			Indiv.	Accum.	Time of Conc. (min)	Rain Inten.	Peak Flow Q(L/s)
		0.6	0.7	0.9					
U/S Catchment	6 mo		23	1.05	57.55	57.55	30	9	518
	2 yr		23		57.55	57.55	30	14	806
	5 yr		23		57.55	57.55	30	16	921
	10 yr		23		57.55	57.55	30	18	1036
	100 yr			23	67.14	67.14	30	24	1611
to HEA	6 mo	5.5			9.17	9.17	20	11	101
	2 yr	5.5			9.17	9.17	20	17	156
	5 yr	5.5			9.17	9.17	20	18	165
	10 yr	5.5			9.17	9.17	20	21	193
	100 yr		5.5		10.70	10.70	20	28	300
to Murray St. Crossing	6 mo	9.9	23		74.06	74.06	30	9	667
	2 yr	9.9	23		74.06	74.06	30	14	1037
	5 yr	9.9	23		74.06	74.06	30	16	1185
	10 yr	9.9	23		74.06	74.06	30	18	1333
	100 yr		9.9	23	86.40	86.40	30	24	2074
Private Sewer (450mm)	6 mo	7.96			13.28	13.28	20	11	146
	2 yr	7.96			13.28	13.28	20	17	226
	5 yr	7.96			13.28	13.28	20	18	239
	10 yr	7.96			13.28	13.28	20	21	279
	100 yr		7.96		15.49	15.49	20	28	434

City of Port Moody IDF Info (Winter Storms)

05/06/2002

Pottinger Gaherty Environmental Consultants Ltd.
Stormwater Runoff Computations (Rational Method)

Post-Development

Location	Return	Area (ha)				Indiv.	Accum.	Time of Conc. (min)	Rain Inten.	Peak Flow
		Runoff Coefficients								
		0.6	0.7	0.9	1.05					
U/S Catchment	6 mo			23		57.55	57.55	30	9	518
	2 yr			23		57.55	57.55	30	14	806
	5 yr			23		57.55	57.55	30	16	921
	10 yr			23		57.55	57.55	30	18	1036
	100 yr			23		67.14	67.14	30	24	1611
1/2 of P1 & 2 to Murray	6 mo				0.74	2.26	2.26	20	11	25
	2 yr				0.74	2.26	2.26	20	17	38
	5 yr				0.74	2.26	2.26	20	18	41
	10 yr				0.74	2.26	2.26	20	21	48
	100 yr				0.74	2.67	2.67	20	28	75
East Area Dirty	6 mo				0.92	2.81	2.81	20	11	31
	2 yr				0.92	2.81	2.81	20	17	48
	5 yr				0.92	2.81	2.81	20	18	51
	10 yr				0.92	2.81	2.81	20	21	59
	100 yr				0.92	3.32	3.32	20	28	93

Q = 2.78 AIR
 A = Area
 I = Intensity
 R = Runoff Coefficient

City of Port Moody IDF Info (Winter Storms)

05/06/2002

Pottinger Gaherty Environmental Consultants Ltd.

Stormwater Runoff Computations (Rational Method)

Post-Development

Q = 2.78 AIR
 A = Area
 I = Intensity
 R = Runoff Coefficient

Location	Return	Area (ha)				Indiv. 2.78AR	Accum. 2.78AR	Time of Conc. (min)	Rain Inten. I	Peak Flow Q(L/s)
		0.6	0.7	0.9	1.05					
				1.1	1.3					
West Area Clean	6 mo			2.66		8.13	8.13	20	11	89
	2 yr			2.66		8.13	8.13	20	17	138
	5 yr			2.66		8.13	8.13	20	18	146
	10 yr			2.66		8.13	8.13	20	21	171
	100 yr				2.66	9.61	9.61	20	28	269
West Area Dirty	6 mo			1.55		4.74	4.74	20	11	52
	2 yr			1.55		4.74	4.74	20	17	81
	5 yr			1.55		4.74	4.74	20	18	85
	10 yr			1.55		4.74	4.74	20	21	100
	100 yr				1.55	5.60	5.60	20	28	157
Central to HEA	6 mo	0.74		4.78		15.85	15.85	20	11	174
	2 yr	0.74		4.78		15.85	15.85	20	17	269
	5 yr	0.74		4.78		15.85	15.85	20	18	285
	10 yr	0.74		4.78		15.85	15.85	20	21	333
	100 yr	0.74	0.74	4.78	4.78	18.71	18.71	20	28	524

City of Port Moody IDF Info (Winter Storms)

05/06/2002

Pottinger Gaherty Environmental Consultants Ltd.

Stormwater Runoff Computations (Rational Method)

Post-Development

Q = 2.78 AIR
 A = Area
 I = Intensity
 R = Runoff Coefficient

Location	Return	Area (ha)				Indiv.	Accum.	Time of Conc. (min)	Rain Inten.	Peak Flow
		Runoff Coefficients								
Alternative 1 (Section 5.4.1)										
33.65 ha										
to Murray St Crossing	6 mo	0.74				89.09	89.09	30	9	802
	2 yr	0.74				89.09	89.09	30	14	1247
	5 yr	0.74				89.09	89.09	30	16	1425
	10 yr	0.74				89.09	89.09	30	18	1604
	100 yr		0.74			104.39	104.39	30	24	2505
Alternative 2 (Section 5.4.2)										
32.1 ha										
to Murray St Crossing	6 mo	0.74				84.35	84.35	30	9	759
	2 yr	0.74				84.35	84.35	30	14	1181
	5 yr	0.74				84.35	84.35	30	16	1350
	10 yr	0.74				84.35	84.35	30	18	1518
	100 yr		0.74			98.79	98.79	30	24	2371
Alternative 3 (Section 5.4.3)										
32.73 ha										
to Murray St Crossing	6 mo	0.74				86.27	86.27	30	9	776
	2 yr	0.74				86.27	86.27	30	14	1208
	5 yr	0.74				86.27	86.27	30	16	1380
	10 yr	0.74				86.27	86.27	30	18	1553
	100 yr		0.74			101.07	101.07	30	24	2426
Alternative 2+3 (Section 5.4.2 & 5.4.3)										
31.18 ha										
to Murray St Crossing	6 mo	0.74				81.53	81.53	30	9	734
	2 yr	0.74				81.53	81.53	30	14	1141
	5 yr	0.74				81.53	81.53	30	16	1305
	10 yr	0.74				81.53	81.53	30	18	1468
	100 yr		0.74			95.47	95.47	30	24	2291

City of Port Moody IDF Info (Winter Storms)

05/06/2002

Appendix B
Water Flow Rate and Quality Data

Water Flow Rate and Quality Data
 Stormwater Management Concept Plan, IPSCO Lands, Port Moody, BC
 PGL File: 024-05-07

STATION	PARAMETER	1998												1999					2000			2001	
		30-Jan	13-Feb	02-Mar	18-Mar	25-Aug	31-Aug	08-Sep	15-Sep	05-Oct	14-Oct	24-Nov	16-Apr	24-Aug	26-Oct	08-Dec	01-Feb	09-Mar	25-May	01-Mar			
St. John's St. 1	Surface Temp. (°C)	n/a	n/a	n/a	n/a	19.0	21.0	19.5	19.0	15.0	14.5	11.5	11.0	17.0	13.0	7.5	7.5	9.0	13.0	6.5			
	Surface Temp. (°C)	8.5	9.0	9.0	8.0	n/a	n/a	n/a	13.5	13.0	10.0	9.0	16.0	9.0	8.5	6.5	8.0	10.5	6.0	6.0			
Ipsco 2	Surface Temp. (°C)	9.0	10.0	9.0	8.0	16.5	19.0	16.5	14.0	13.5	13.0	10.0	8.5	16.5	10.0	8.5	6.0	7.5	11.0	6.5			
	Conductivity (µmhos/cm)	n/a	n/a	n/a	n/a	28	185	289	306	138	203	162	244	272	232	77	183	200	140	1355			
Ipsco 2	Conductivity (µmhos/cm)	109	142	171	202	212	248	304	n/a	176	134	117	228	273	186	211	108	404	148	244			
	Conductivity (µmhos/cm)	112	113	154	212	34	248	310	310	195	146	141	225	289	200	180	125	560	158	236			
St. John's St. 1	pH	n/a	n/a	n/a	n/a	5.5	7.0	7.9	7.1	7.1	7.4	6.8	7.3	7.6	6.7	7.3	7.0	7.0	7.1	7.4			
	pH	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	6.9	6.8	6.4	7.4	7.1	6.8	7.4	8.0	6.8	7.2	7.1			
Ipsco 1	Flow (litres/sec)	n/a	n/a	n/a	n/a	1.21	0.5	1.06	0.7	2.75	6	11	1.7	1.07	1.08	8	3.3	4.5	1.1	n/a			
	Flow (litres/sec)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2	5.3	n/a	0.7	0.8	1.4	6	2.7	2.7	1	n/a			
Ipsco 2	Flow (litres/sec)	n/a	n/a	n/a	n/a	0.225	0.6	0.26	0.6	1.1	5	5.2	1.6	0.8	1	3.75	4.8	8.5	1.3	n/a			
	Flow (litres/sec)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a			
St. John's St. 1	LEPH (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a			
	LEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
Ipsco 1	LEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
	LEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
St. John's St. 1	HEPH (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	<0.5	<0.5	0.51	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
	HEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
Ipsco 1	HEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
	HEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
Ipsco 2	HEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
	HEPH (mg/L)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
St. John's St. 1	Cadmium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	<0.0002	0.0003	0.0002	n/a	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002			
	Cadmium (mg/L)	<0.0002	<0.0002	<0.0002	<0.0002	n/a	n/a	<0.0002	n/a	n/a	<0.0002	n/a	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002			
Ipsco 1	Cadmium (mg/L)	<0.0002	<0.0002	<0.0002	<0.0002	n/a	n/a	<0.0002	n/a	n/a	<0.0002	n/a	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002			
	Cadmium (mg/L)	<0.0002	<0.0002	<0.0002	<0.0002	n/a	n/a	<0.0002	n/a	n/a	<0.0002	n/a	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002	<0.0002			
St. John's St. 1	Chromium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a			
	Chromium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	<0.001	<0.001	<0.001	<0.001	<0.001	0.002	0.001	0.003	<0.001	0.006			
Ipsco 1	Chromium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	<0.001	<0.001	<0.001	<0.001	<0.001	0.002	0.001	0.002	<0.001	0.006			
	Chromium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	<0.001	<0.001	<0.001	<0.001	<0.001	0.002	0.001	0.002	<0.001	0.006			
Ipsco 2	Chromium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	<0.001	<0.001	<0.001	<0.001	<0.001	0.002	0.001	0.002	<0.001	0.006			
	Chromium (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	<0.001	<0.001	<0.001	<0.001	<0.001	0.002	0.001	0.002	<0.001	0.006			
St. John's St. 1	Copper (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.044	0.026	0.007	0.004	0.014	<0.02	0.015	0.012	0.008	0.019	0.018	0.026			
	Copper (mg/L)	0.004	0.004	0.002	0.003	n/a	n/a	n/a	n/a	0.008	0.007	0.005	0.005	<0.02	0.004	0.006	0.005	0.012	0.003	0.006			
Ipsco 1	Copper (mg/L)	0.004	0.007	0.008	0.003	n/a	n/a	0.003	0.003	0.008	0.011	0.004	0.003	<0.02	0.004	0.003	0.005	0.009	0.003	0.004			
	Copper (mg/L)	0.004	0.007	0.008	0.003	n/a	n/a	0.003	0.003	0.008	0.011	0.004	0.003	<0.02	0.004	0.003	0.005	0.009	0.003	0.004			
Ipsco 2	Copper (mg/L)	0.004	0.007	0.008	0.003	n/a	n/a	0.003	0.003	0.008	0.011	0.004	0.003	<0.02	0.004	0.003	0.005	0.009	0.003	0.004			
	Copper (mg/L)	0.004	0.007	0.008	0.003	n/a	n/a	0.003	0.003	0.008	0.011	0.004	0.003	<0.02	0.004	0.003	0.005	0.009	0.003	0.004			
St. John's St. 1	Zinc (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.064	0.035	0.021	0.030	0.018	<0.02	0.022	0.035	0.026	0.044	0.029	0.15			
	Zinc (mg/L)	0.007	0.041	0.034	0.023	n/a	n/a	n/a	n/a	0.025	0.081	0.081	0.024	<0.02	0.026	0.03	0.026	0.05	0.019	0.033			
Ipsco 1	Zinc (mg/L)	0.007	0.041	0.034	0.023	n/a	n/a	n/a	n/a	0.025	0.081	0.081	0.024	<0.02	0.026	0.03	0.026	0.05	0.019	0.033			
	Zinc (mg/L)	0.007	0.041	0.034	0.023	n/a	n/a	n/a	n/a	0.025	0.081	0.081	0.024	<0.02	0.026	0.03	0.026	0.05	0.019	0.033			
Ipsco 2	Zinc (mg/L)	0.016	0.066	0.039	0.031	n/a	n/a	0.015	0.012	0.074	0.15	0.190	0.022	<0.02	0.037	0.039	0.056	0.041	0.019	0.025			
	Zinc (mg/L)	0.016	0.066	0.039	0.031	n/a	n/a	0.015	0.012	0.074	0.15	0.190	0.022	<0.02	0.037	0.039	0.056	0.041	0.019	0.025			

December 2001

Strmdala

Page 1 of 2

Water Flow Rate and Quality Data
 Stormwater Management Concept Plan, IPSCO Lands, Port Moody, BC
 PCL File: 024-05-07

STATION	PARAMETER	30-Jan	13-Feb	02-Mar	18-Mar	25-Aug	31-Aug	08-Sep	15-Sep	09-Oct	14-Oct	24-Nov	16-Apr	24-Aug	26-Oct	08-Dec	01-Feb	09-Mar	25-May	01-Mar
St. John's St. 1	TSS (mg/L)	<1	1	<1	<1	n/a	n/a	<1	7	<1	2	<1	<1	<1	5	<1	1	11	12	<1
Ipsco 1	TSS (mg/L)	<1	<1	<1	<1	n/a	n/a	n/a	n/a	<1	2	<1	<1	<1	7	<1	3	5	12	<1
Ipsco 2	TSS (mg/L)	2	<1	1	<1	n/a	n/a	<1	1	<1	4	1	<1	2	1	<1	1	3	13	<1
St. John's St. 1	Nitrate (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	1.1	1	0.86	3.2	2.5	1.10	1.2	1.1	0.78	1.2	0.77	1.1	0.71*
Ipsco 1	Nitrate (mg/L)	0.7	0.85	0.98	0.97	n/a	n/a	n/a	n/a	0.72	1.8	1.3	0.87	0.61	0.32	1.3	0.46	0.68	0.85	0.87*
Ipsco 2	Nitrate (mg/L)	0.59	0.69	1	0.88	n/a	n/a	0.52	0.47	0.67	1.5	1.3	0.80	0.54	0.3	1.4	0.46	0.97	0.81	0.82*
St. John's St. 1	Nitrite (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	0.006	0.022	0.039	0.002	0.002	0.003	0.006	0.002	0.013	0.005	0.039	0.3	see above
Ipsco 1	Nitrite (mg/L)	0.005	0.003	0.005	0.004	n/a	n/a	n/a	n/a	0.017	0.004	0.005	0.006	0.007	0.002	0.002	0.008	0.049	0.03	see above
Ipsco 2	Nitrite (mg/L)	0.005	0.005	0.005	0.005	n/a	n/a	0.004	0.006	0.011	0.006	0.004	0.007	0.007	0.002	0.005	0.008	0.039	0.05	see above
St. John's St. 1	NH4-N (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	0.17	0.28	0.57	0.03	0.06	0.09	0.09	0.07	0.18	0.06	0.34	0.06	1.7
Ipsco 1	NH4-N (mg/L)	0.14	0.1	0.24	0.1	n/a	n/a	n/a	0.23	0.23	0.05	0.06	0.11	0.08	0.06	0.34	0.1	0.54	0.09	0.11
Ipsco 2	NH4-N (mg/L)	0.08	0.18	0.1	0.24	n/a	n/a	0.28	0.35	0.15	0.1	0.14	0.32	0.34	0.27	0.17	0.14	0.51	0.22	0.32
St. John's St. 1	TKN (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	<0.5	0.65	1.20	0.5	<0.5	0.54	<0.5	<0.5	<0.5	<0.5	0.56	<0.5	2.5
Ipsco 1	TKN (mg/L)	<0.5	<0.5	<0.5	<0.5	n/a	n/a	<0.5	0.66	0.60	0.59	<0.5	0.78	<0.5	<0.5	<0.5	<0.5	0.87	<0.5	<0.5
Ipsco 2	TKN (mg/L)	<0.5	<0.5	<0.5	<0.5	n/a	n/a	<0.5	0.66	0.60	0.59	<0.5	0.78	<0.5	<0.5	<0.5	<0.5	0.79	<0.5	0.5
St. John's St. 1	TP (mg/L)	n/a	n/a	n/a	n/a	n/a	n/a	<0.02	0.27	0.09	<0.02	<0.02	<0.02	<0.02	0.03	<0.02	<0.02	0.08	0.05	0.29
Ipsco 1	TP (mg/L)	<0.02	<0.02	<0.02	<0.02	n/a	n/a	n/a	n/a	<0.02	<0.02	<0.02	0.16	<0.02	<0.02	0.03	<0.02	0.07	<0.02	0.02
Ipsco 2	TP (mg/L)	<0.02	<0.02	<0.02	<0.02	n/a	n/a	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	0.06	<0.02	<0.02
St. John's St. 1	Fec. Col. (MPN/100ml)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	9	820	3500	330	9	260*
Ipsco 1	Fec. Col. (MPN/100ml)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	33	31	350	1600	330	18	3*
Ipsco 2	Fec. Col. (MPN/100ml)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	33	17	<2	1700	110	5	5*

December 2001

Strundata

Appendix C
Box Culvert Capacity Computations



The following provide the capacity computations for the box culvert under Murray Street located north of the property and west of the GVRD pump station).

These computations are intended to determine the capacity of the culvert and ensure that peak flow increases to the culvert can be accommodated.

Peak flow computations were undertaken for both large and mean tide scenarios.

Box Culvert Capacity Computations
(pipe flowing full w/ entrance, exit and friction losses)

012-1858
April 8, 2002

Box culvert dimensions 1800w x 900h with 300mm gravel in bottom

$W_b := 1.8\text{-m}$ $H_b := 0.6\text{-m}$ box culvert effective dimensions

$A_b := W_b \cdot H_b$ $A_b = 1.08\text{-m}^2$ box culvert effective area

$L := 22.5\text{-m}$ culvert length

$R_b := \frac{A_b}{2 \cdot (W_b + H_b)}$ $R_b = 0.225\text{-m}$ culvert hydraulic radius

$n := 0.013\text{-m}^{\frac{1}{3}} \cdot \text{sec}$ culvert roughness

$K := 1.5$ entrance and exit loss coefficient

$K_f(R_b) := \frac{2 \cdot g \cdot n^2 \cdot L}{(R_b)^{\frac{4}{3}}}$ $K_f(R_b) = 0.545$ computed friction loss coefficient

$Q(H, A_b, R_b) := A_b \cdot \sqrt{\frac{2 \cdot g \cdot H}{(K + K_f(R_b))}}$ computed discharge given total head losses

Discharge at Higher High Water Large Tide (HHWLT) level of 2.0m geodetic

$H := 3.0\text{-m} - 2.0\text{-m}$

low point on roadway embankments is at 3.0m geodetic therefore allowable head difference through crossing is the embankment elevation less the tide level.

$Q(H, A_b, R_b) = 3.345\text{-m}^3 \cdot \text{sec}^{-1}$

Discharge at Higher High Water Mean Tide (HHWMT) level of 1.4m geodetic

$H := 3.0\text{-m} - 1.4\text{-m}$

$Q(H, A_b, R_b) = 4.231\text{-m}^3 \cdot \text{sec}^{-1}$

SCHEDULE "D"

CPR Guidelines

SCHEDULE "D"
CPR GUIDELINES FOR ADJACENT DEVELOPMENT

Development of the lands adjacent to the CPR rail lines require that the following be undertaken by the Developer.

1. Berm, or combination berm and noise attenuation fence, having extensions or returns at the ends, to be erected on adjoining property, parallel to the railway right-of-way with construction according to the following specifications:
 - Minimum total height of 5.5 metres above top-of-rail;
 - Berm minimum height to be 2.5 metres and side slopes not steeper than 2.5 to 1.
 - Fence, or walls, to be constructed without openings and of a durable material weighing not less than 20 kg per square metre (4 lb./sq. ft) of surface area.

No part of berm/noise barrier is to be constructed on railway property.

A clause should be inserted in all offers of sale and purchase or lease, and a covenant placed that will run with the land, for each dwelling affected by any noise and vibration attenuation measures, advising that any berm, fencing, or vibration isolation features implemented are not to be tampered with or altered, and further that the owner shall have the sole responsibility for and shall maintain these features.

Dwellings must be constructed such that the interior noise levels meet the criteria of the appropriate ministry. A noise study should be carried out by a professional noise consultant to determine what impact, if any, railway noise would have on residents of proposed subdivisions and to recommend mitigation measures if required. The recommendations of the study are to be implemented.

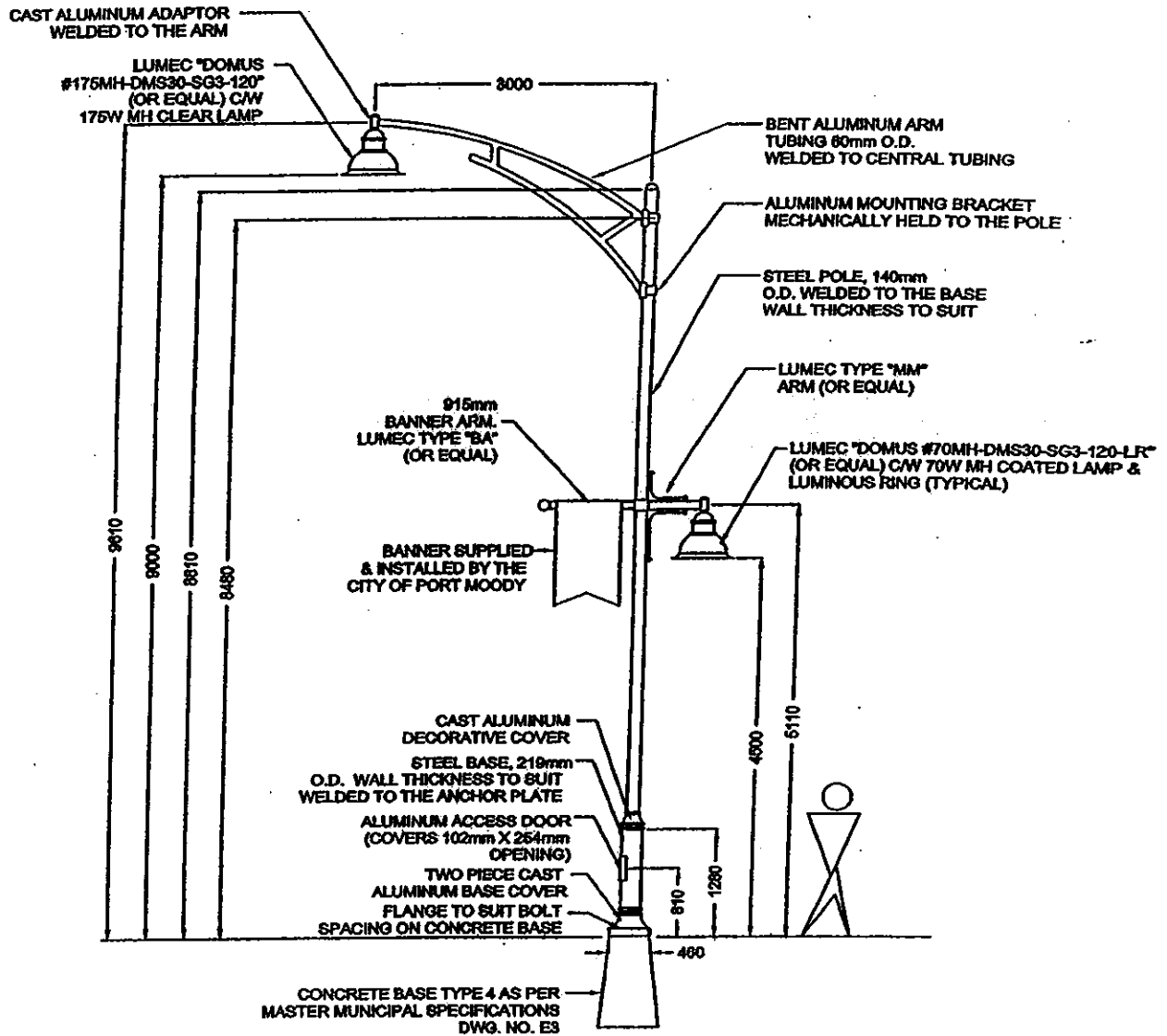
2. Setback of dwellings from the railway right-of-way to be a minimum of 30 metres. While no dwelling should be closer, an unoccupied building, such as a garage, may be built closer. The 2.5 metre high earth berm adjacent to the right-of-way must be provided in all instances.
3. Ground vibration transmission to be estimated through site tests. If in excess of the acceptable levels, all dwellings within 75 metres of the nearest track should be protected. The measures employed may be:

- a) Support the building on rubber pads between the foundation and the occupied structure so that the maximum vertical natural frequency of the structure on the pads is 12 Hz;
 - b) Insulate the building from the vibration originating at the railway tracks by an intervening discontinuity or by installing adequate insulation outside the building, protected from compaction that would reduce its effectiveness so that vibration in the building became unacceptable; or
 - c) Other adequate measures that will retain their effectiveness over time.
4. A clause should be inserted in all offers to purchase, Agreements of sale and purchase or lease and efforts should be made to place notice on title to run with the land, warning prospective purchasers or tenants of the existence of the Railway's operating right-of-way; the possibility of alterations, including the possibility that the Railway may expand its operations, which expansion may affect the living environment of the residents notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints or claims arising from use of its facilities and/or operations.
 5. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway, and be substantiated by a drainage report.
 6. Any proposed utilities under or over railway property to serve the development must be approved prior to their installation and be covered by the Railway's standard Agreement.
 7. A 1.83 metre high chain link fence be constructed and maintained along the common property line of the Railway and the development by the developer at his expense. The developer is made aware of the necessity of including a covenant running with the lands, in all deeds, obliging the purchasers of the land to maintain the fence in a satisfactory condition at their expense.

SCHEDULE "E"
INLET CENTRE TYPICAL STREETSCAPE STANDARDS

Schedule "E"**INLET CENTRE TYPICAL STREETScape STANDARDS**

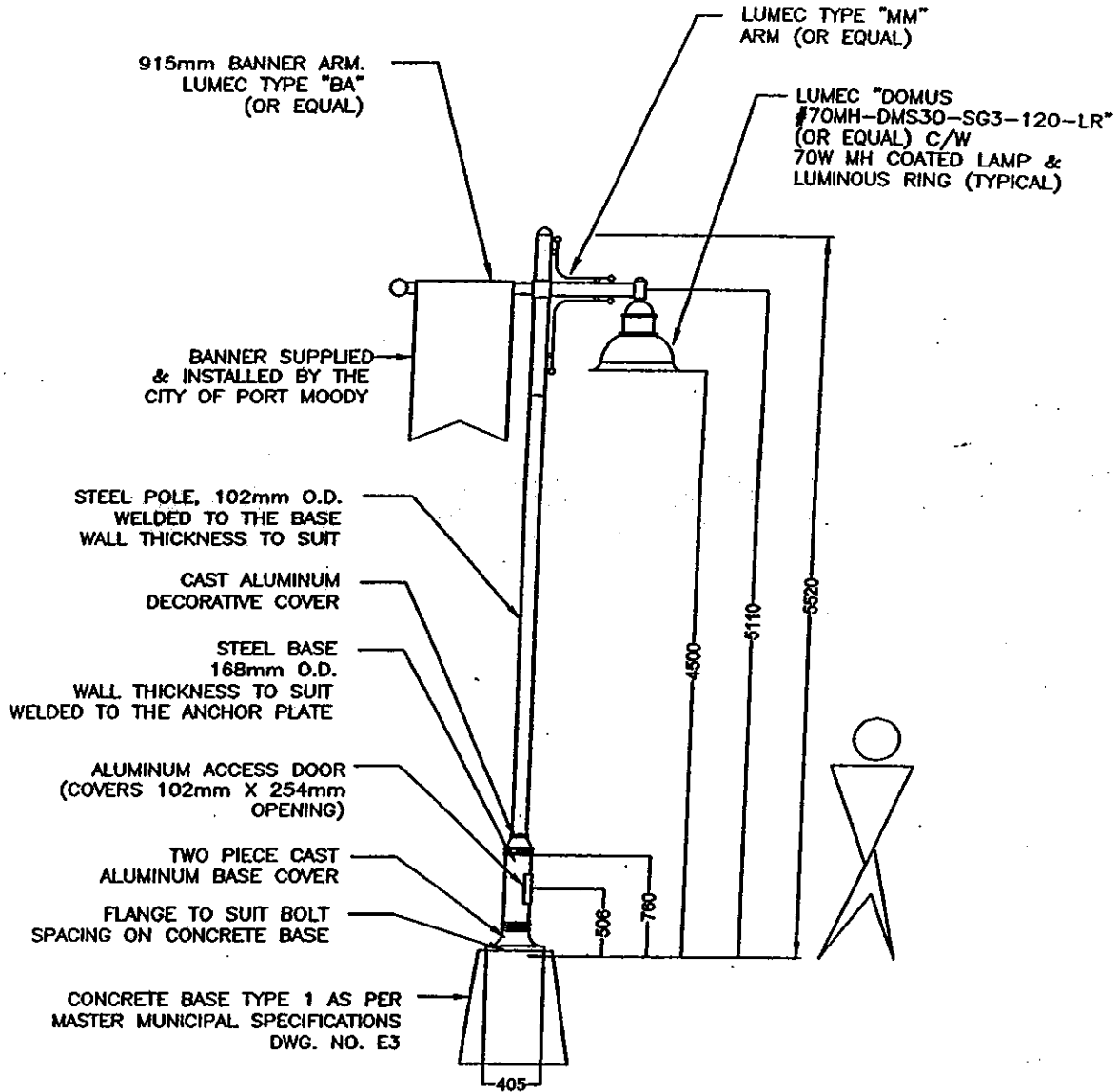
<i>Dwg No.</i>	<i>Description</i>
1	Pedestrian Pole (with street lamp)
2	Streetlight with Pedestrian Pole
3	Tree Placement Detail
4	Roofdeck Tree Anchoring Detail
5	Street Tree Planting Detail
6	Tree Grate Detail
7	Bench Anchoring Detail
8	Removable Bollard Detail
9	Bike Rack Anchoring Detail
10	Trash (Bin) Detail
11	Brick Faced Concrete Planter Wall
12	Planter Drainage Detail
13	Stair Detail
14	Gravel Strip with Timber Edger
15	Planting Soil on Roof Deck



THE CITY OF PORT MOODY

**TOWN CENTRE STANDARD DRAWINGS
STREETLIGHT / PEDESTRIAN POLE**

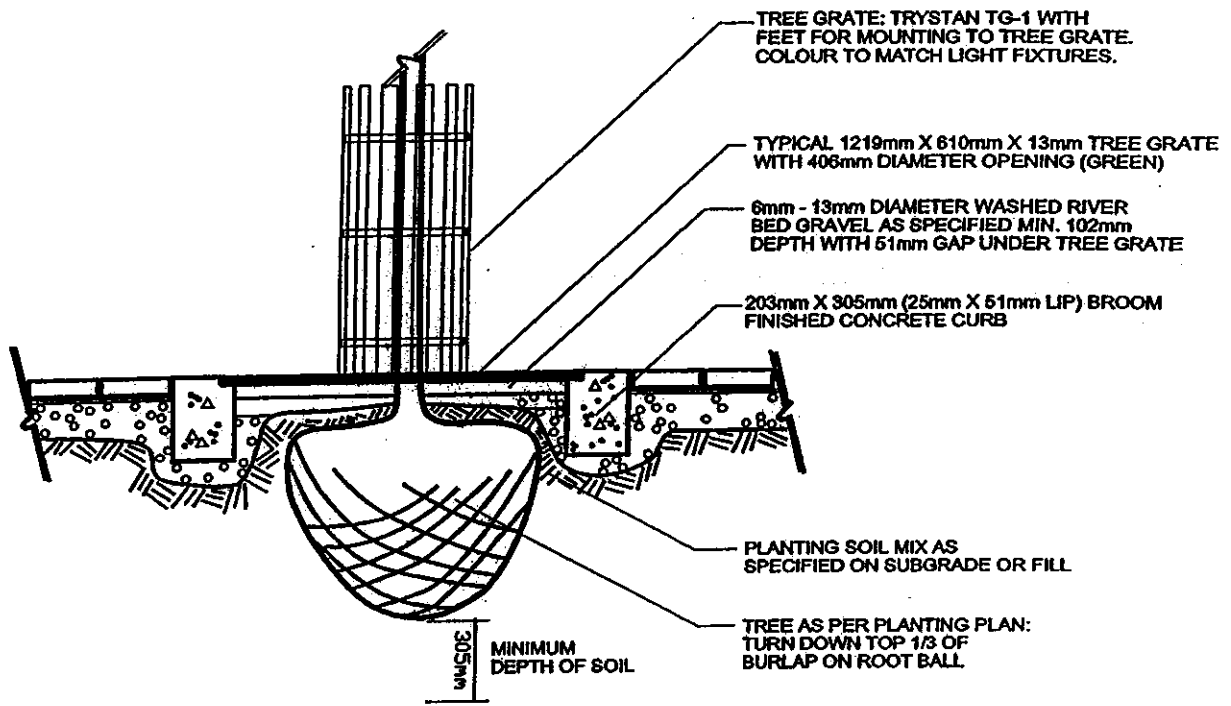
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REV.	DATE:	APPRVD.



THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS PEDESTRIAN POLE

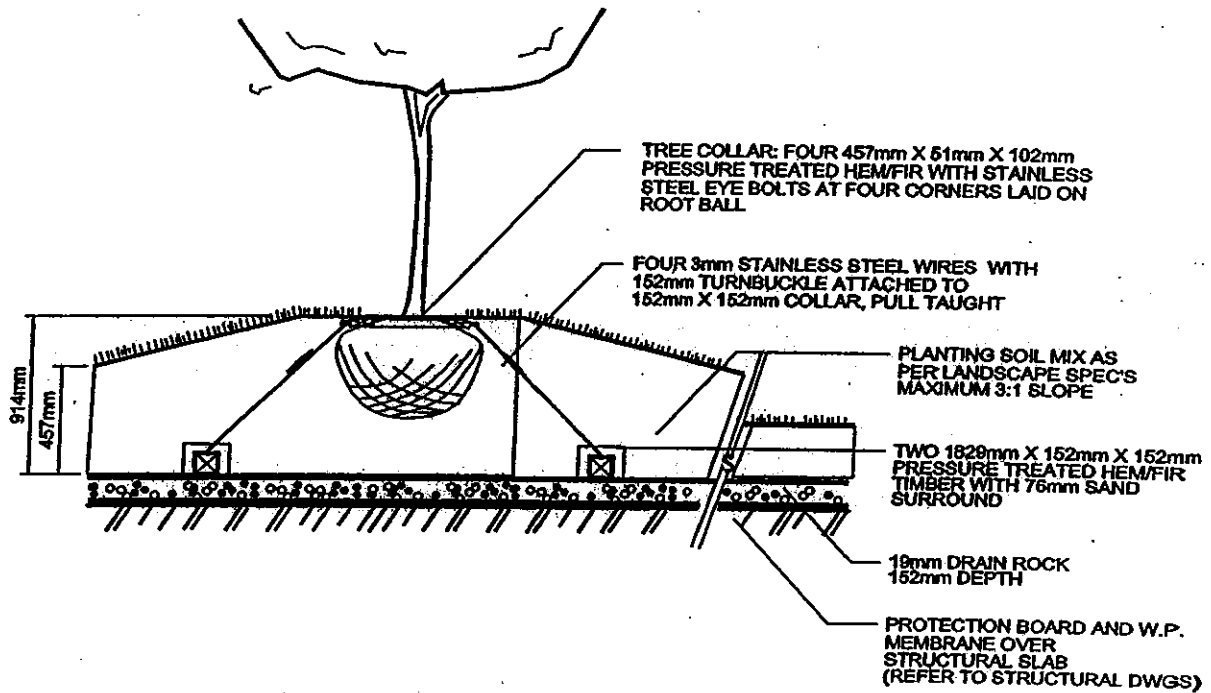
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REV.	DATE:	APPRVD.



THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS TREE PLACEMENT DETAIL

DRAWN:	CHECKED:	DRAWING NO. 3
DATE:		
APPRVD.	DATE:	
REV.	DATE:	APPRVD.



NOTE: -ENSURE ALL PROTECTION BOARD IS IN PLACE BEFORE PROCEEDING.

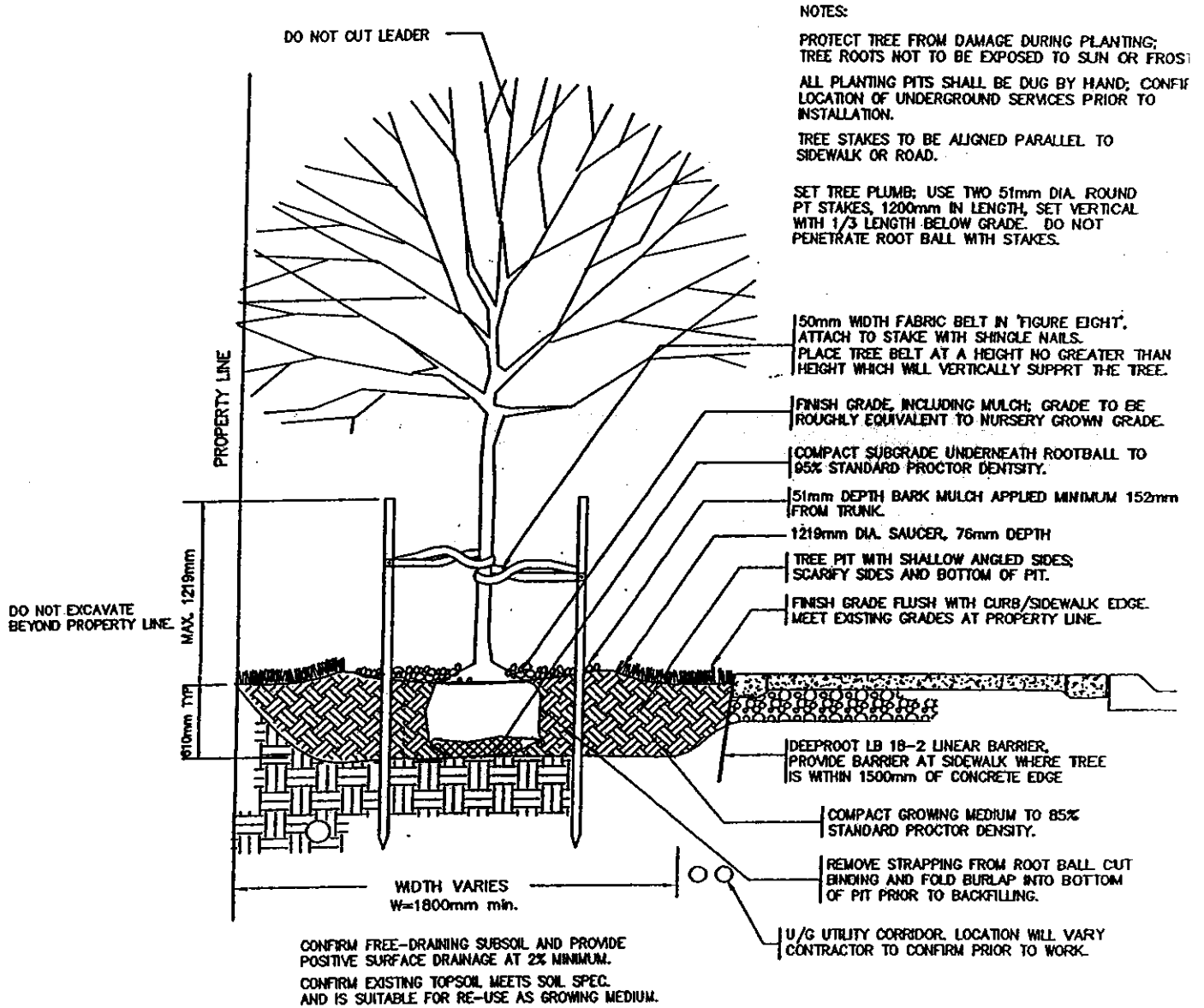
-WARP SOIL/LAWN AREAS TO ENSURE BOTH DRAINAGE TO LAWN BASINS AND AESTHETIC APPEARANCE

-ON GRADE TREES 2" CALIPER AND LARGER, 3" ROUND X 8' FIR STAKES REQUIRED. PLIABLE 1/8" WIRE WITH NEW TWO PLY 1/2" HOSE WHERE WIRE CONTACTS THE TREE.

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**TOWN CENTRE STANDARD DRAWINGS
ROOFDECK TREE ANCHORING DETAIL**

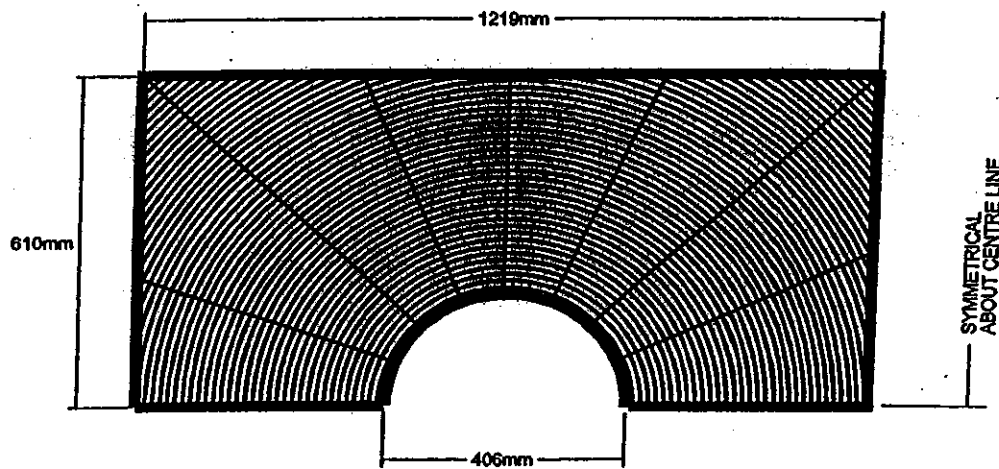
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THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS STREET TREE PLANTING DETAIL

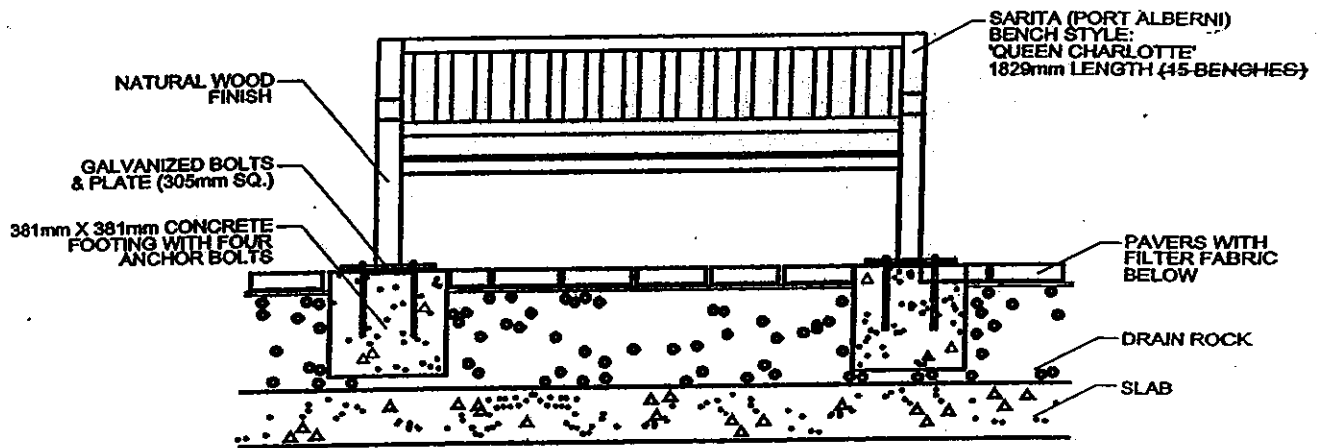
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THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS TREE GRATE DETAIL

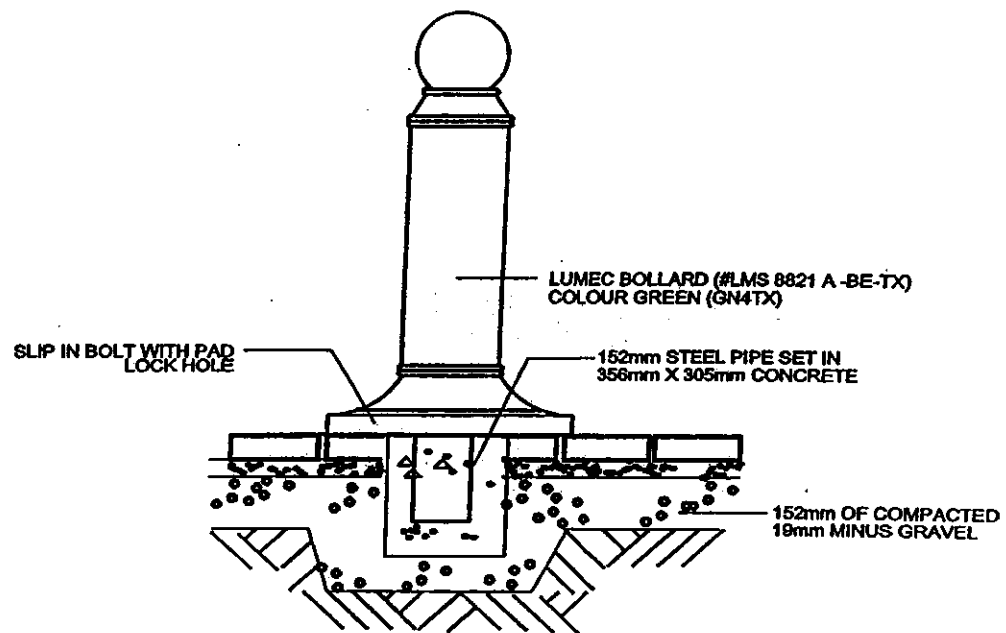
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REV.	DATE:	APPRVD.



THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS BENCH ANCHORING DETAIL

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APPRVD.	DATE:	
REV.	DATE:	APPRVD.

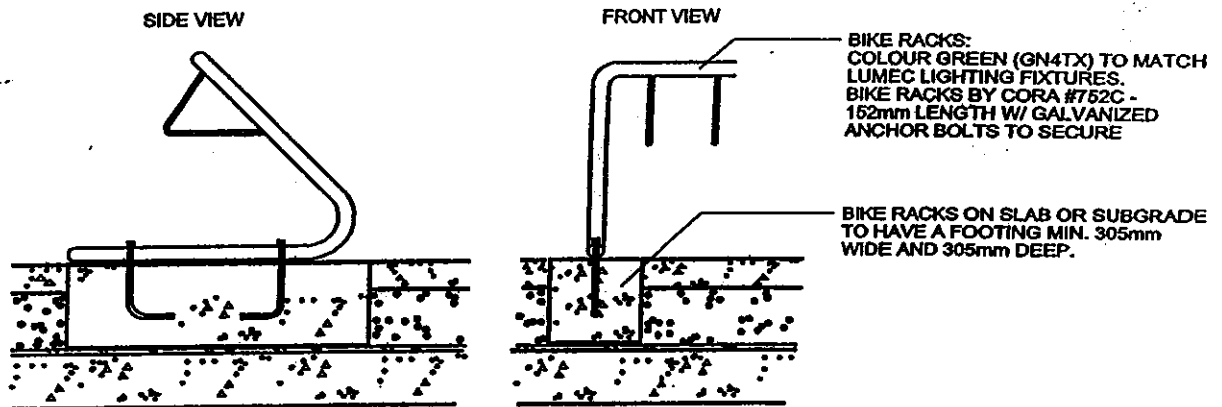


NOTE: BOLLARDS TO BE LOCATED AT
TURNAROUND AT 1524mm ON CENTRE

THE CITY OF PORT MOODY

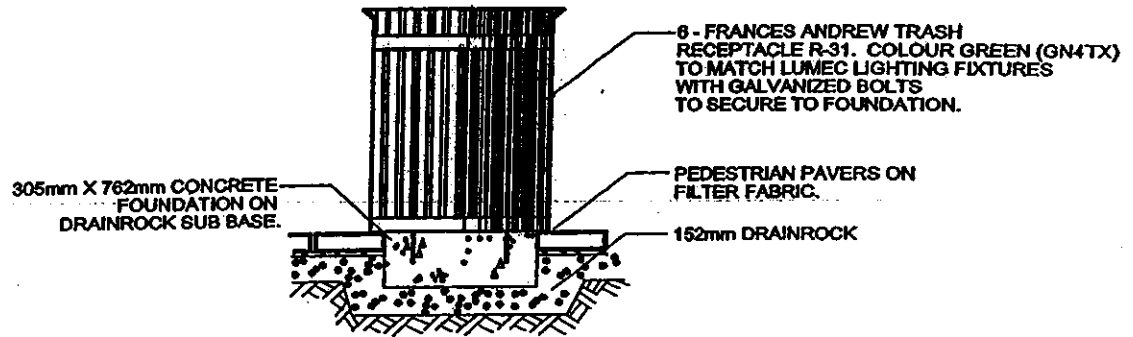
TOWN CENTRE STANDARD DRAWINGS REMOVEABLE BOLLARD DETAIL

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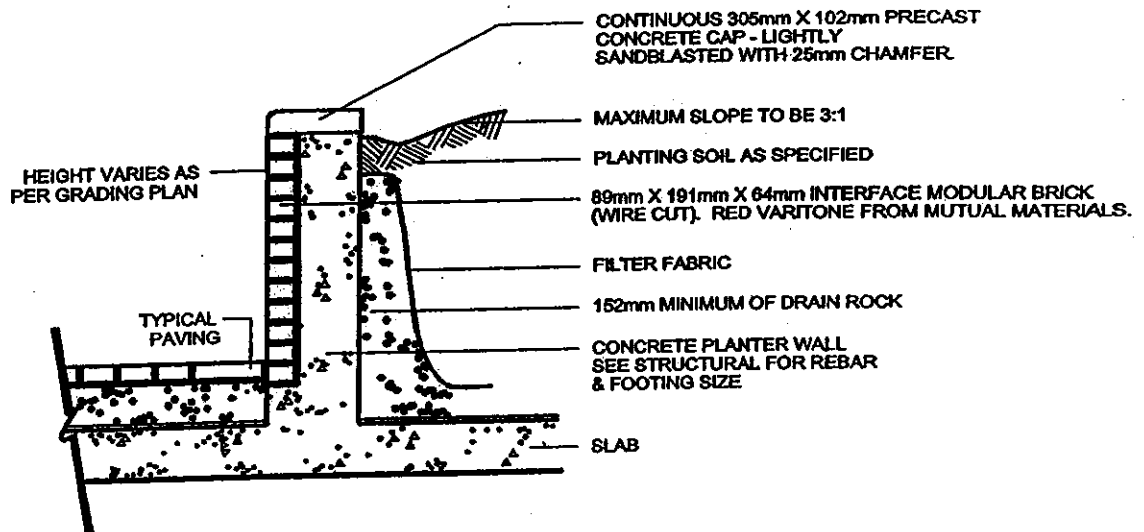


NOTE: -ALL PLANT MATERIAL TO BE FIRST CLASS REPRESENTATIVES OF THESE SPECIES OR VARIETY.
 -COMPOSITION OF SOD TO MEET LANDSCAPE ARCHITECT'S APPROVAL.
 -ALL PLANT MATERIAL TO BE FULLY MAINTAINED UNTIL FINAL ACCEPTANCE TO MEET LANDSCAPE ARCHITECT'S APPROVAL.

THE CITY OF PORT MOODY		DRAWN:	CHECKED:	DRAWING NO. 9
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		REV.	DATE:	APPRVD.



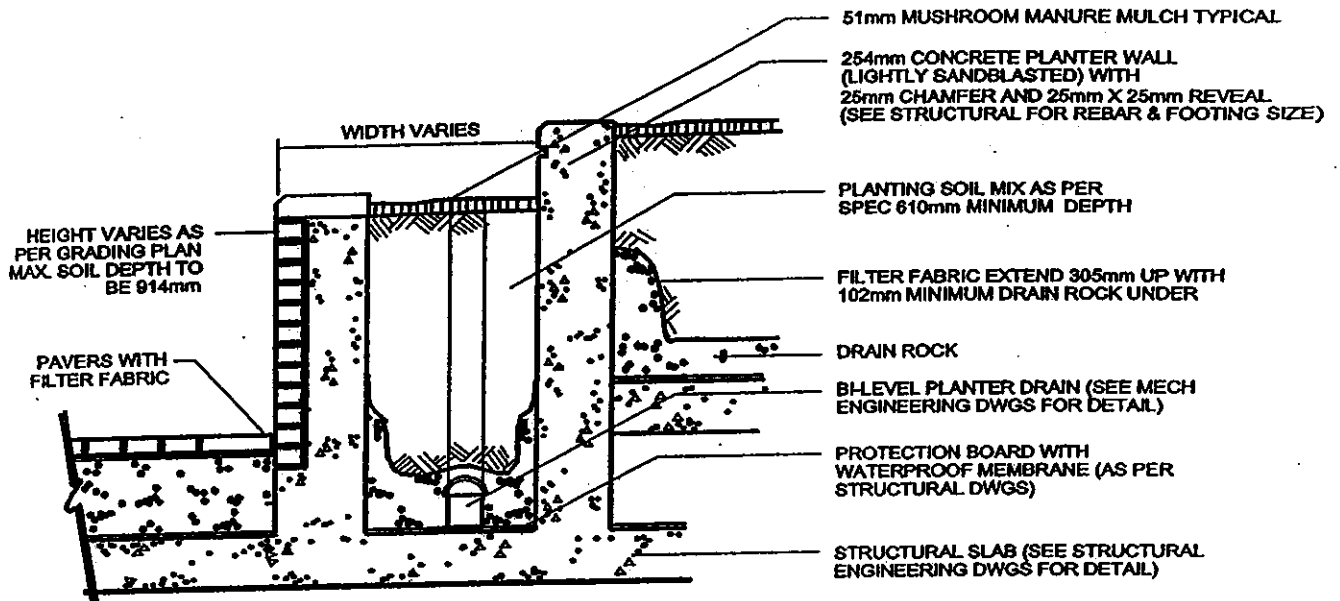
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	REV.	DATE:	APPRVD.



THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS BRICK FACED CONCRETE PLANTER WALL

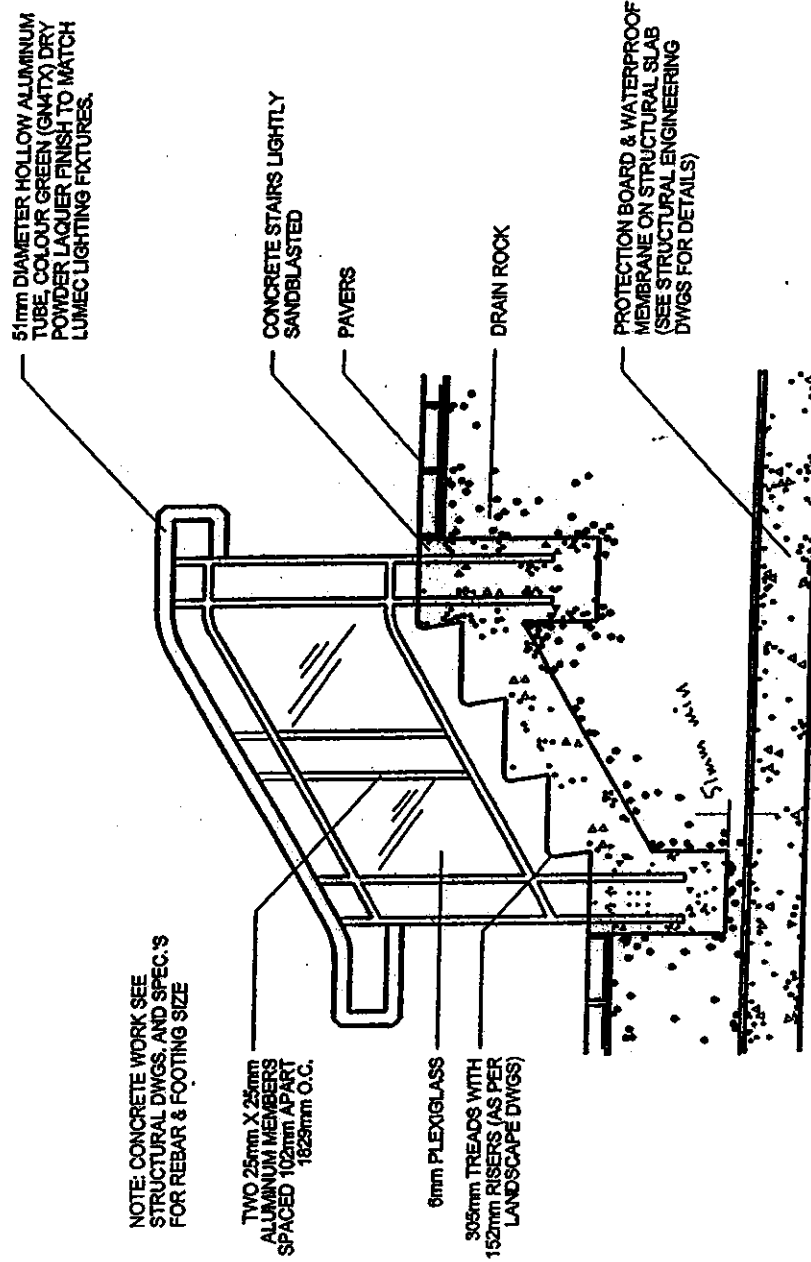
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THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS PLANTER / DRAIN DETAIL

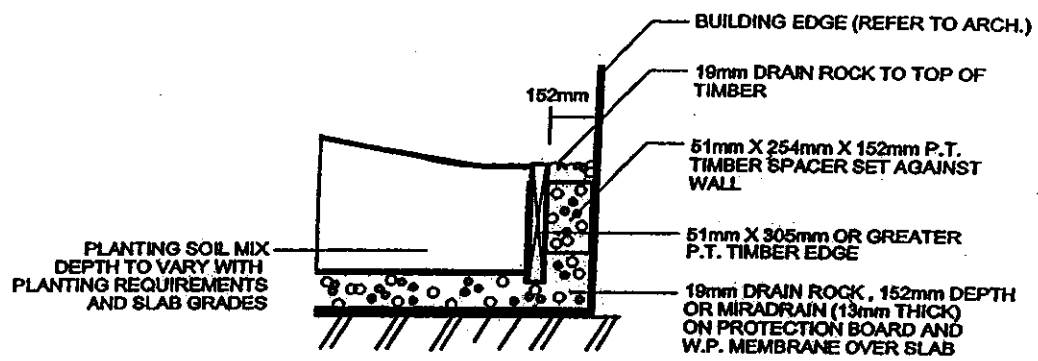
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REV.	DATE:	APPRVD.



THE CITY OF PORT MOODY

TOWN CENTRE STANDARD DRAWINGS STAIR DETAIL

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REV.	DATE:	APPRVD.

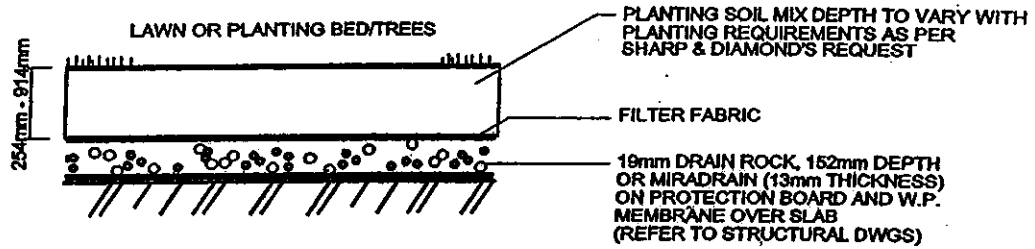


- NOTE:
- CARRY FILTER FABRIC UP 1/2 OF TIMBER EDGER, STAPLE IN PLACE
 - CARRY WATER PROOF MEMBRANE UP WALL TO HEIGHT OF TIMBER EDGER
 - MINIMUM 152mm DEPTH DRAIN ROCK SHALL BE 19mm DIAMETER WASHED AND FREE OF CONTAMINANTS.
 - FILTER FABRIC SHALL BE MIRAFI P50 OR PRE-APPROVED EQUIVALENT

THE CITY OF PORT MOODY

**TOWN CENTRE STANDARD DRAWINGS
GRAVEL STRIP WITH TIMBER EDGER**

DRAWN:	CHECKED:	DRAWING NO. 14
DATE:		
APPRVD.	DATE:	
REV.	DATE:	APPRVD.



NOTE:

- ENSURE ALL PROTECTION BOARD IS IN PLACE BEFORE PROCEEDING (SEE ARCHITECTURAL DWGS)
- WARP SOIL/LAWN AREAS TO ENSURE BOTH DRAINAGE TO LAWN BASINS AND AESTHETIC APPEARANCE, MIN 2%
- SOIL TO MEET THE SHARP & DIAMOND'S RECOMMENDED SOIL COMPOSITION WITH 2" WELL-ROTTED MUSHROOM MANURE MULCH FREE OF WEEDS
- SOIL DEPTHS AS FOLLOWS:
 - 36" FOR TREES
 - 18" FOR SHRUBS AND GROUND COVERS
 - 10" FOR LAWN AREAS ON SLAB
 - 6" FOR LAWN AREAS ON GRADE
- FERTILIZER TO BE APPLIED AS PER SOIL SAMPLE RECOMMENDATIONS (PACIFIC SOIL ANALYSIS)

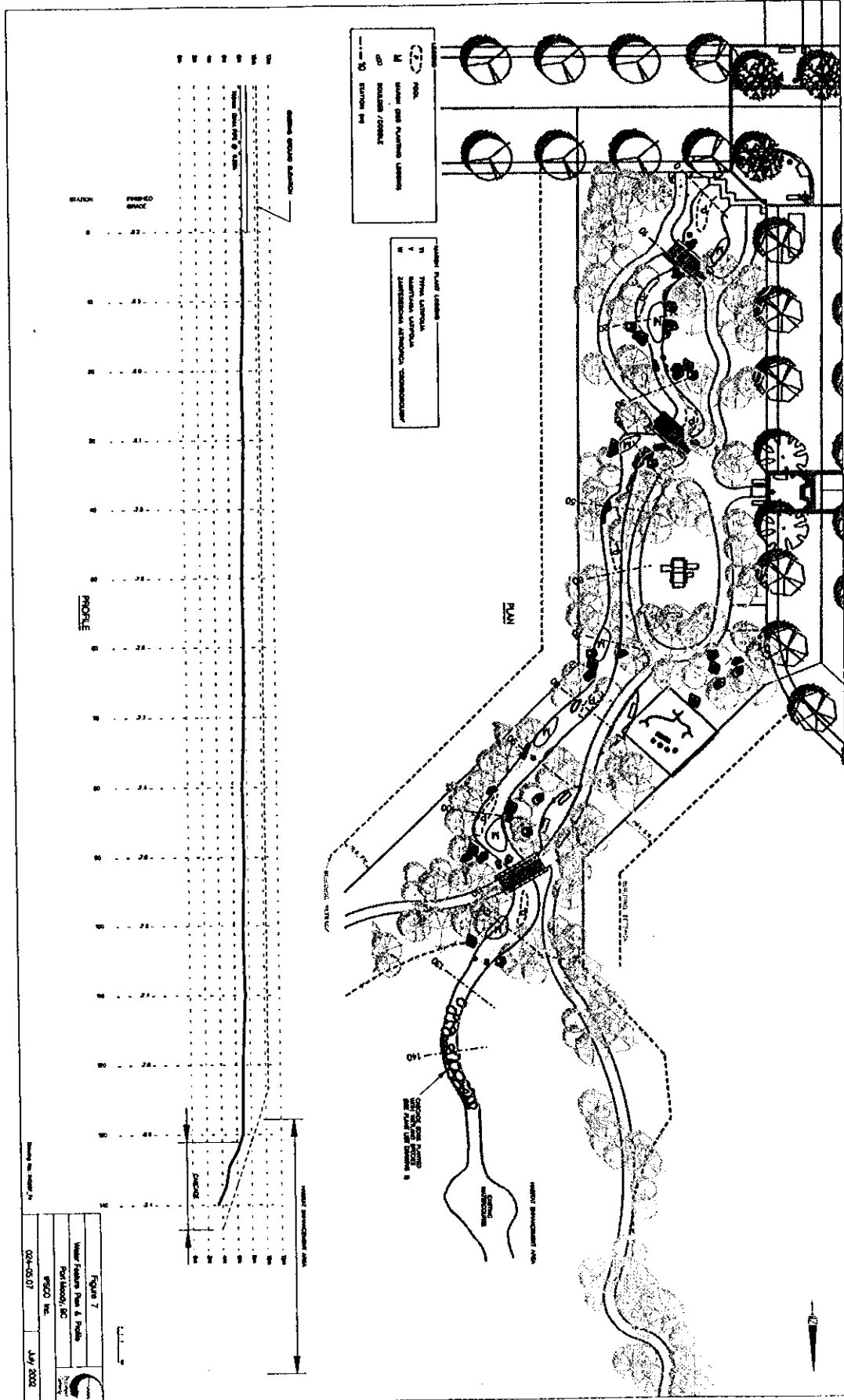
THE CITY OF PORT MOODY

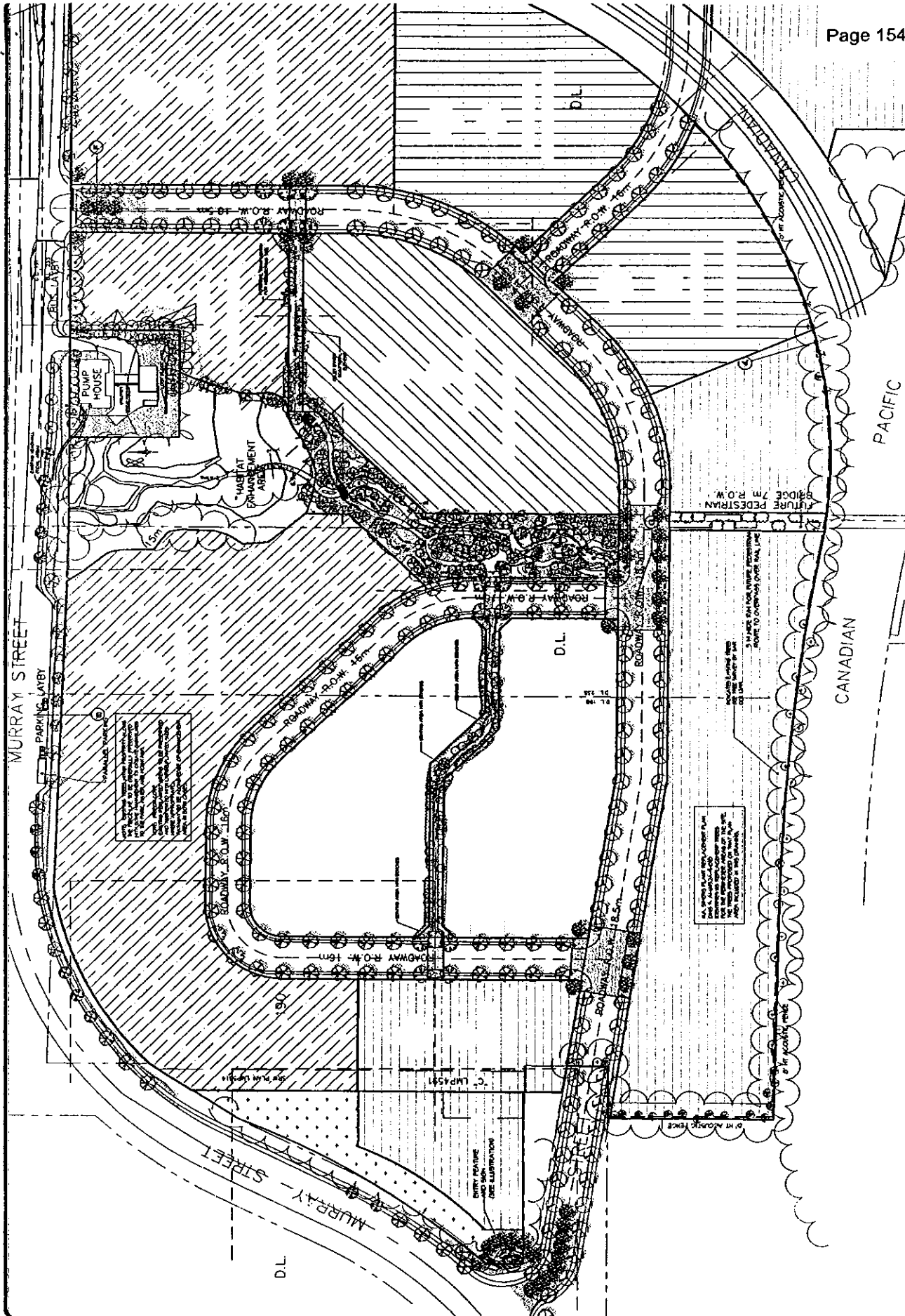
**TOWN CENTRE STANDARD DRAWINGS
PLANTING SOIL ON ROOF DECK**

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REV.	DATE:	APPRVD.

Page 152 of 172 pages

SCHEDULE "F"
DMG AND PGL LANDSCAPE PLANS





DMG
 Landscape Architects
 1100 WEST STREET SUITE 200
 VANCOUVER, BC V6E 2E6
 TEL: 604-278-8888

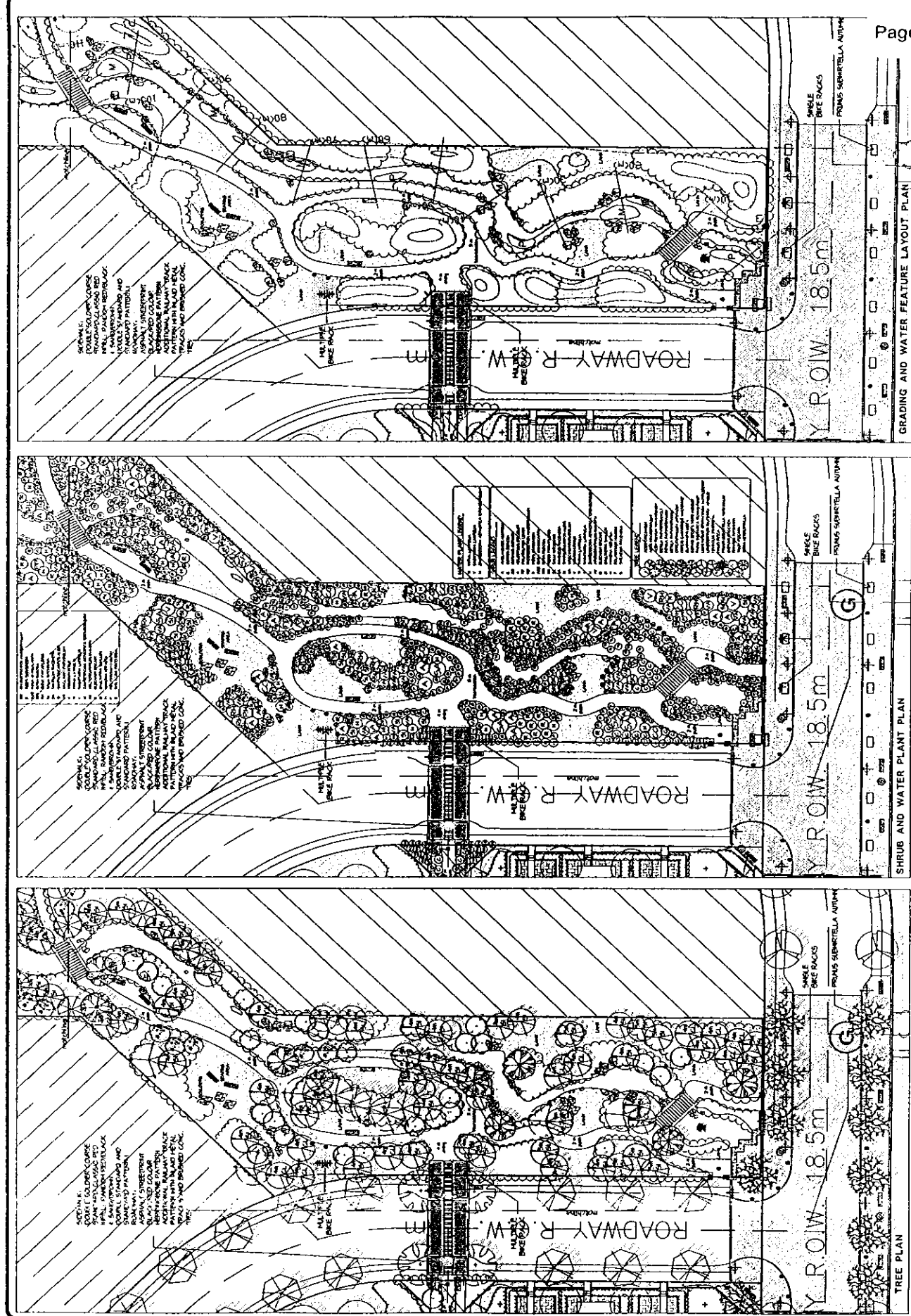
PROJECT: IFSICO, PORT MOODY, B.C.
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Drawings Title: LANDSCAPE CONCEPT PLAN

NO.	DATE	REVISION DESCRIPTION	BY
1		ISSUED FOR PERMITTING	
2		REVISED PER PERMITTING COMMENTS	
3		REVISED PER PERMITTING COMMENTS	
4		REVISED PER PERMITTING COMMENTS	
5		REVISED PER PERMITTING COMMENTS	

DATE: 2002
SCALE: 1:500
DRAWN BY: [Name]
DESIGN BY: [Name]
CHECKED BY: [Name]

DWG. PROJECT NUMBER: 00-008
DRAWING NUMBER: L1



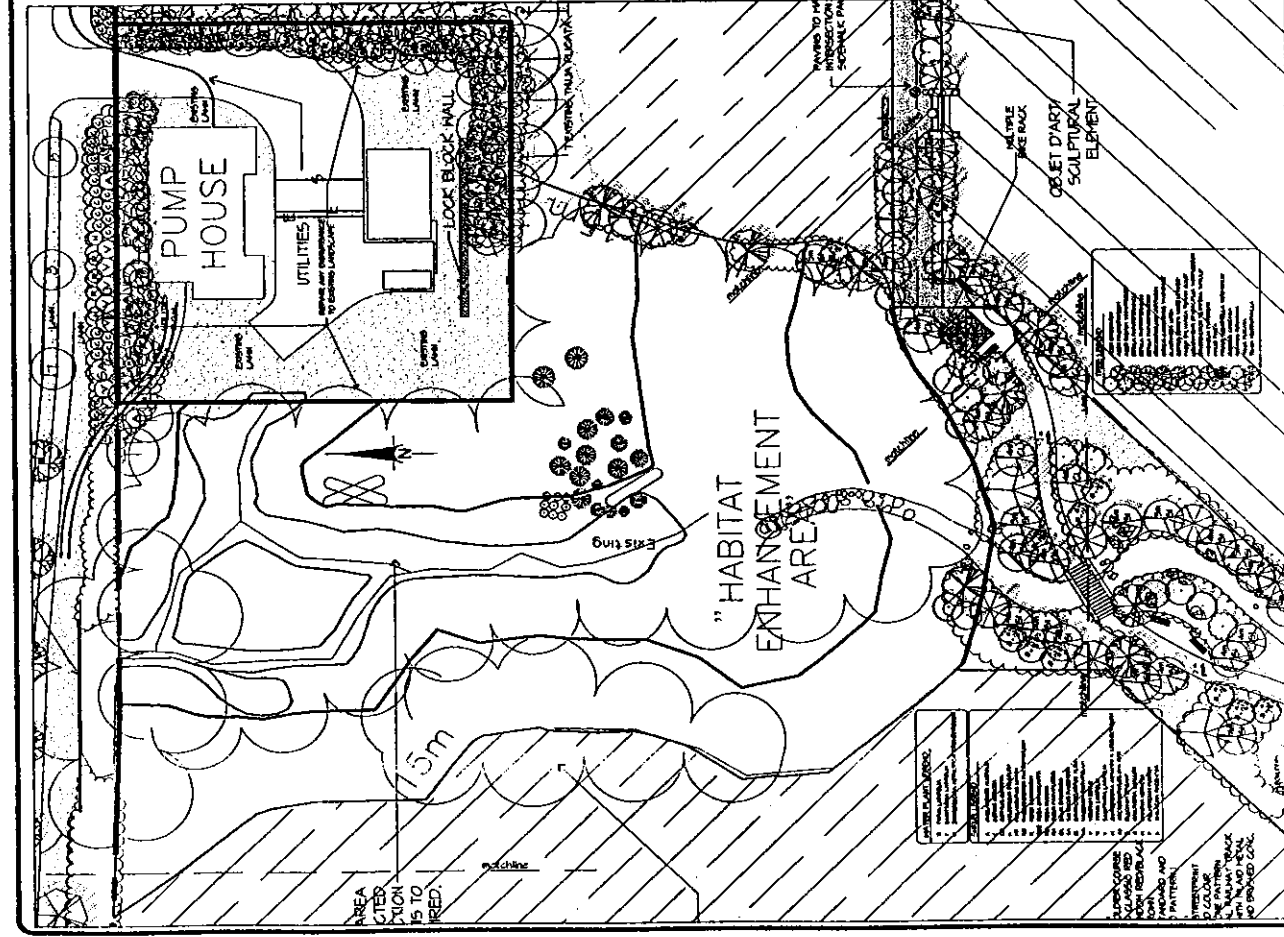
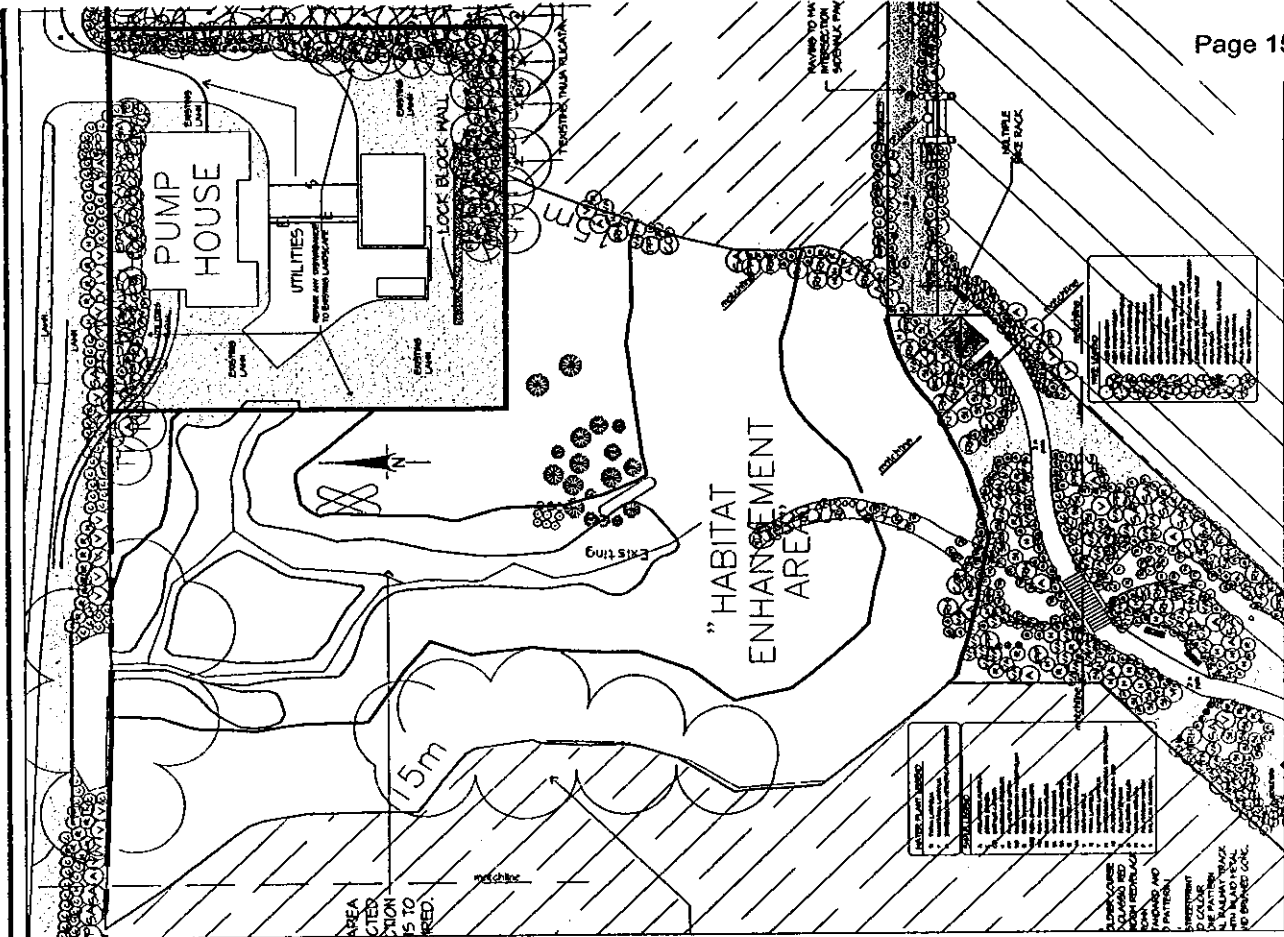
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CHECKED: JMT	DATE: 02/23
NO. DATE REVISION DESCRIPTION DRG PROJECT NUMBER DR-258	

DRAWING TITLE
GREENWAY PRELIMINARY TREE & SHRUB PLAN



PROJECT
**IPSCO
PORT MOODY, BC**

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Drawing Number: **L3**

DATE	SCALE	DESIGNER	DATE

NO.	DATE	REVISION DESCRIPTION	BY

DMG PROJECT NUMBER: 00-008

DMG
landscape architects

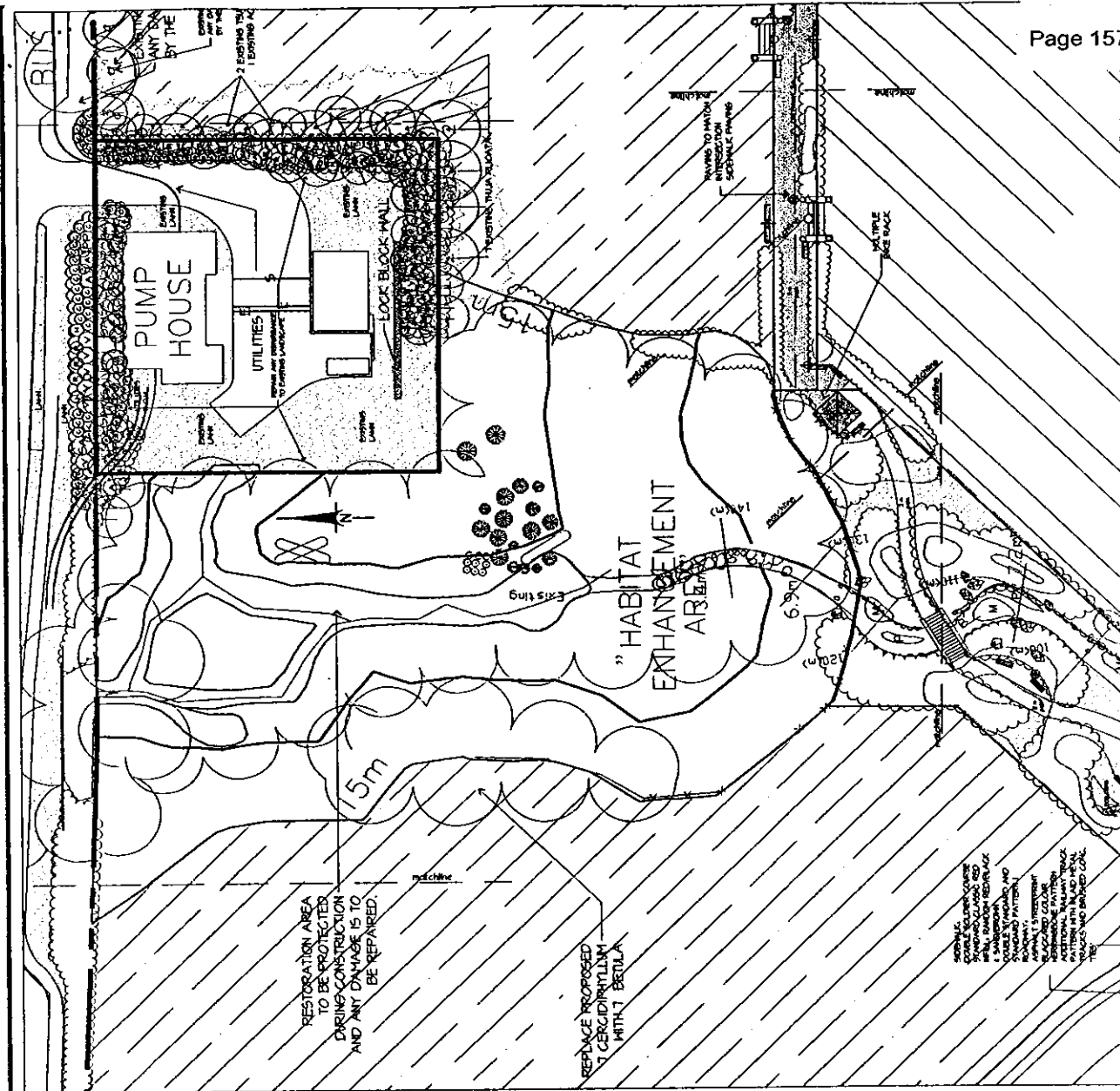
IF.S.CO.
PORT MOODY, B.C.

PROJECT

GREENWAY PRELIMINARY TREE & SHRUB PLAN

DRAWING TITLE

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NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S LAND USE ORDINANCES. 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S ZONING ORDINANCES. 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S SUBDIVISION ORDINANCES. 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S PLANNING AND ZONING CODE. 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S COMMUNITY DEVELOPMENT CODE. 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S ENVIRONMENTAL CODE. 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S PUBLIC WORKS CODE. 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S UTILITIES CODE. 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S FIRE CODE. 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S HEALTH AND SAFETY CODE. 11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S LABOR CODE. 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S FINANCIAL CODE. 13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT WASHINGTON'S CODE OF ORDINANCES.

PLANT SCHEDULE

SYMBOL	PLANT NAME	QUANTITY	NOTES
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DATE: 08/20/15
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 DRAWN: JMS
 DESIGN: JMS
 CHECKED: JMS

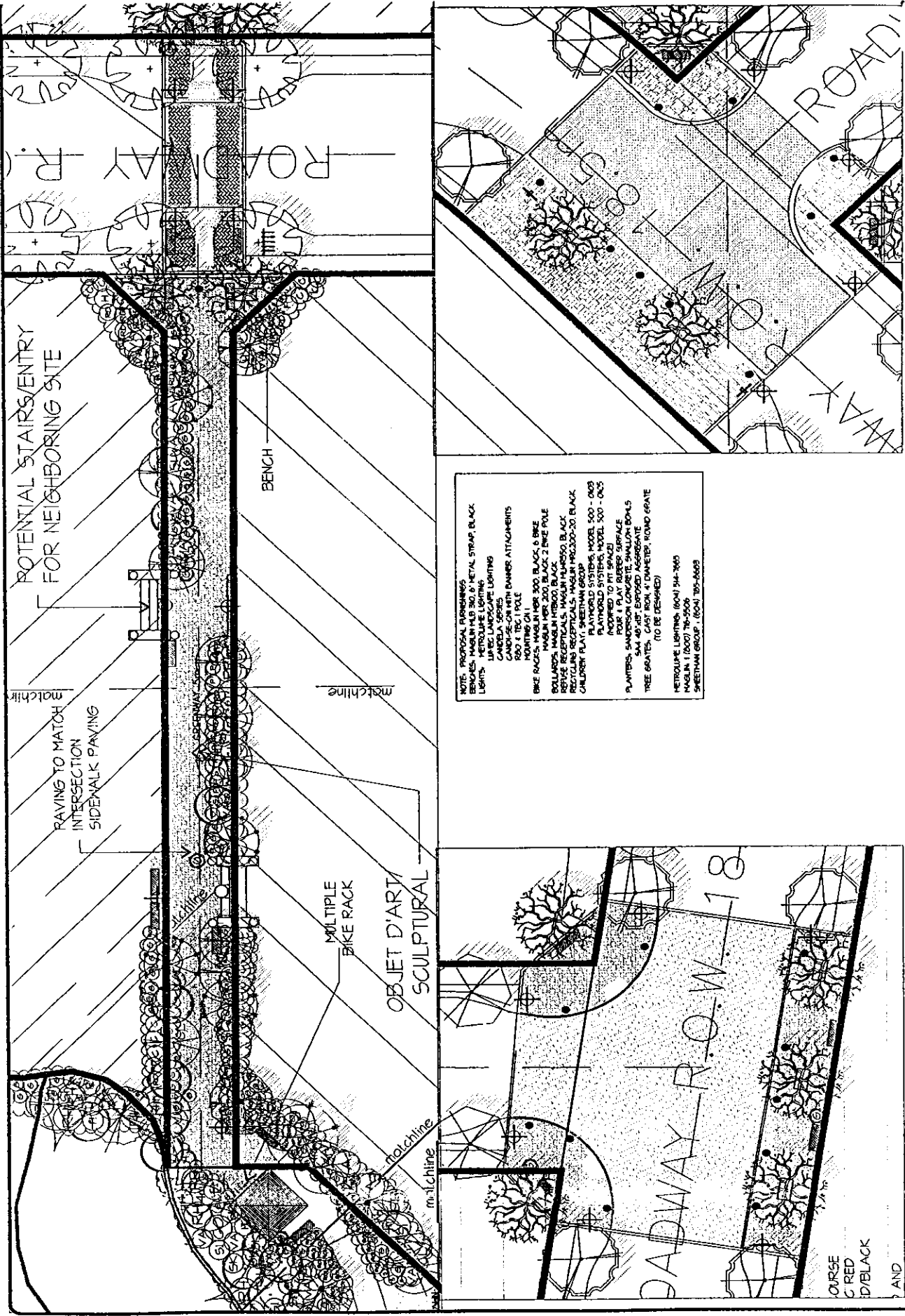
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6	08/20/15	...	JMS
7	08/20/15	...	JMS
8	08/20/15	...	JMS
9	08/20/15	...	JMS
10	08/20/15	...	JMS

DRAWING TITLE
 GREENWAY PRELIMINARY
 GRADING & STREAM PLAN

DMG
 landscape architects

PROJECT
 IPSCO
 PORT WASHINGTON, NC

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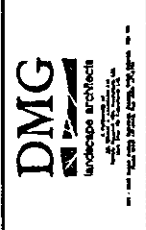


NOTE: PROPOSAL FINISHINGS
 BENCHES: MAGLIN #48 300, 6" METAL STRAP, BLACK
 LIGHTS: PETROLUXE LIGHTING
 LUMEN LUMINAIRE LIGHTING
 CANTILEVER WITH BANNER ATTACHMENTS
 8000 1 TIG 1 POLE
 MOUNTING CH 1
 BIKE RACKS: MAGLIN #88 300, BLACK, 6 BIKE
 BOLLARDS: MAGLIN #88 200, BLACK, 2 BIKE POLE
 RECYCLING RECEPTACLES: MAGLIN #48, 300, BLACK
 CHILDREN PLAY: SHEETMAN GROUP
 PLAYHOLD SYSTEMS: MODEL 500 - 009
 PLAYHOLD SYSTEMS: MODEL 500 - 003
 FOUR 1 PLAY RUBBER SURFACE
 PLANTERS: SANDERSON CONCRETE, SHALLOW BOWLS
 3/4" 40" HBT, EXPOSED AGGREGATE
 TREE GRATES: CAST IRON, 4' DIAMETER, ROUND GRATE
 (TO BE DESIGNED)
 PETROLUXE LIGHTING: (604) 744-7465
 MAGLIN: (703) 740-5006
 SHEETMAN GROUP: (604) 785-6663

DATE: 02-24-15
 SCALE: 1/8"=1'-0"
 DRAWN: JMS
 CHECKED: JMS
 DESIGNED: JMS
 DATE: 02-24-15

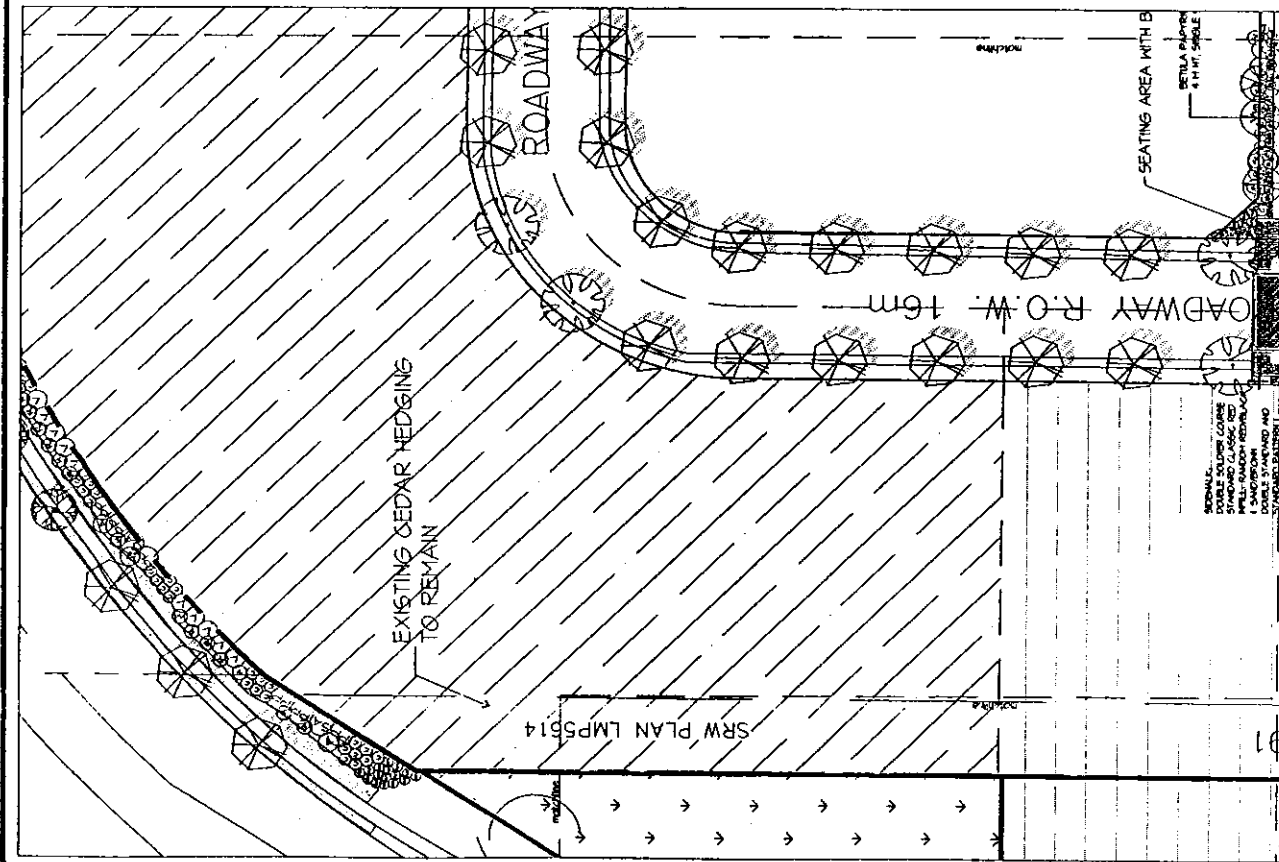
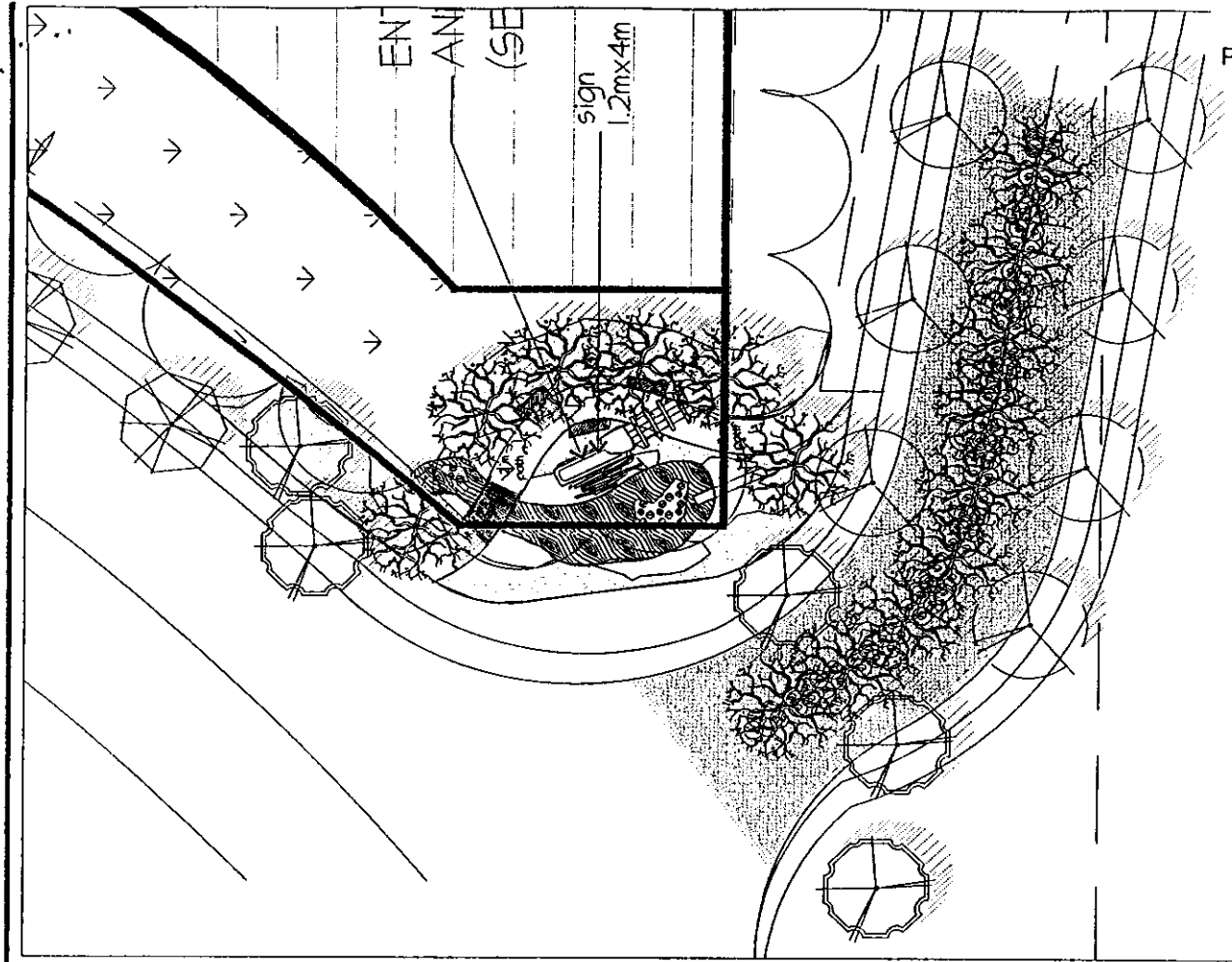
NO.	DATE	REVISION DESCRIPTION	BY
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2		REVISED FOR PERMIT	JMS
3		REVISED FOR PERMIT	JMS
4		REVISED FOR PERMIT	JMS
5		REVISED FOR PERMIT	JMS

DRIVING TITLE
GREENWAY CONCEPT PLAN



PROJECT:
 I.P.S.C.C.
 PORT MOODY, B.C.

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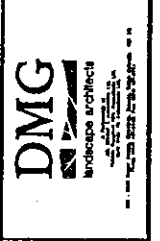


DATE: 02/03	DRAWING NUMBER: L6
SCALE: 1:500	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
DATE: 02/03	DMG PROJECT NUMBER: 00-258

NO.	REVISION DESCRIPTION	DR.	DATE
1	ISSUED FOR PERMITTING	[Name]	02/03
2	ISSUED FOR PERMITTING	[Name]	02/03
3	ISSUED FOR PERMITTING	[Name]	02/03
4	ISSUED FOR PERMITTING	[Name]	02/03
5	ISSUED FOR PERMITTING	[Name]	02/03
6	ISSUED FOR PERMITTING	[Name]	02/03
7	ISSUED FOR PERMITTING	[Name]	02/03
8	ISSUED FOR PERMITTING	[Name]	02/03
9	ISSUED FOR PERMITTING	[Name]	02/03
10	ISSUED FOR PERMITTING	[Name]	02/03

DRAWING TITLE

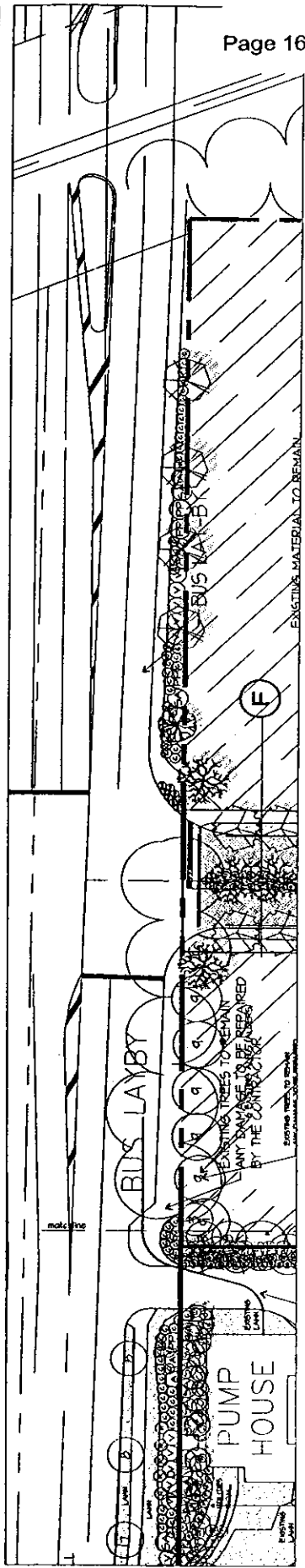
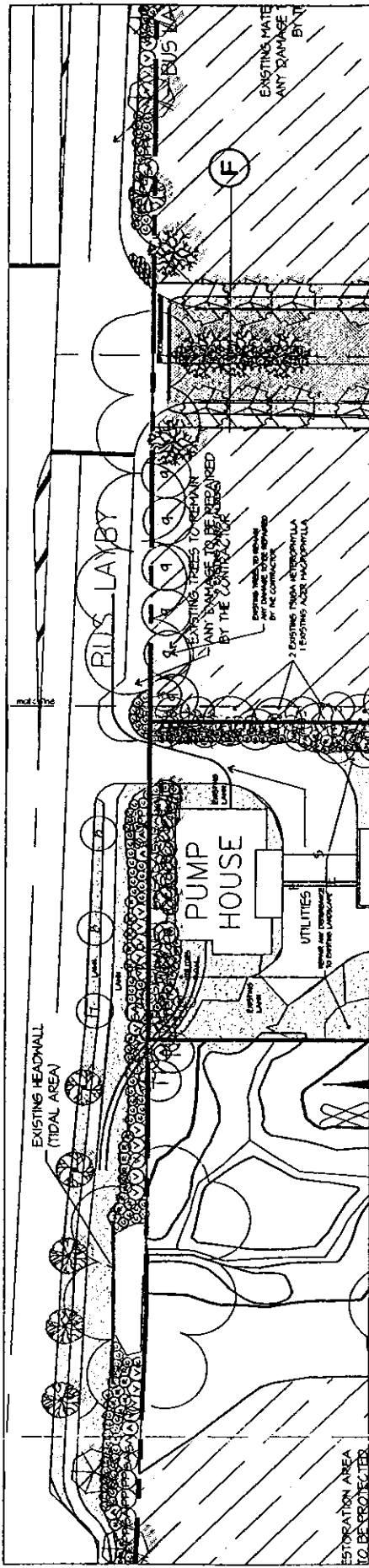
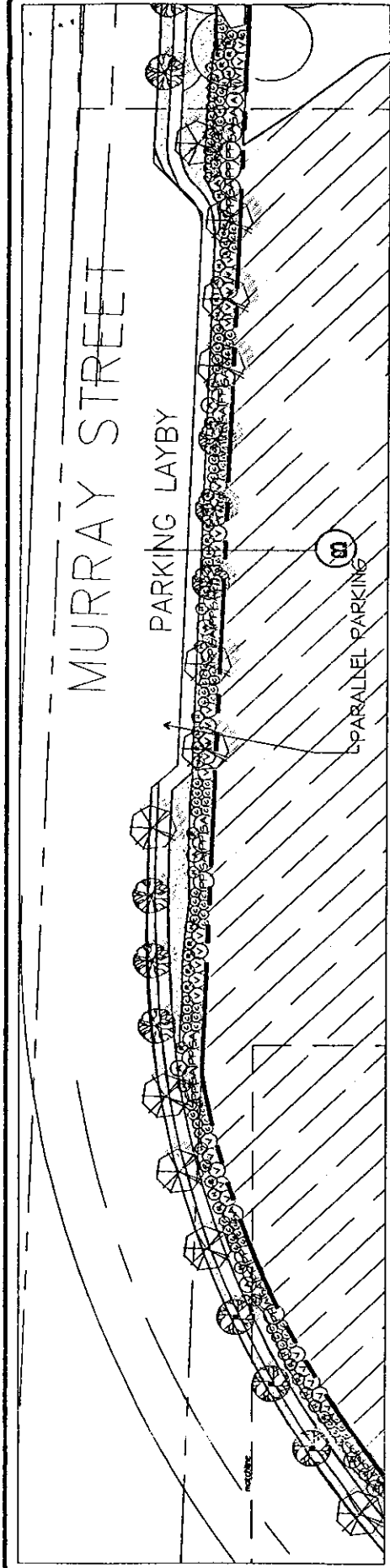
GREENWAY CONCEPT PLAN



PROJECT

IP.S.C.O. PORT MOODY, B.C.

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DATE	02/20/15
SCALE	AS SHOWN
DRAWN BY	DMG
CHECKED BY	DMG
DATE	02/20/15

NO.	DATE	REVISION / DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DRAWING TITLE
LANDSCAPE BUFFER
 MURRAY STREET



PROJECT
 LP S.C.O.
 PORT MOODY, BC

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DRAWING NUMBER: **L9**
 DATE PROJECT NUMBER: 00-258

SCHEDULE "G"

**Description and Responsibilities for
Intersection and Murray Street Works**

SCHEDULE "G"

DESCRIPTION AND RESPONSIBILITIES FOR INTERSECTION AND MURRAY STREET WORKS

Cost Sharing Formula:

1. The Developer shall be responsible for designing, securing and constructing all of the Murray Street frontages and east and west signalized intersections as described within Figure 1 of this Schedule except for those described for Area 1. The Developer is not responsible for construction of the works described in Area 1. However, the City or the Developer may choose to construct the works in Area 1 in advance of their possible construction by the owner of the Centro Property.
2. The Developer shall be responsible for its share of the costs as identified under IPSCO Property within Table 1 and as set out in "Schedule G."
3. If the Developer wishes or is required under this Agreement to complete works which are the responsibility of the owners of the two properties identified in Table 1 as the City Property and Centro Property, the Developer will be entitled to receive a credit in an amount equal to the value of the works which the Developer is undertaking for which the owners of the City Property or Centro Property would be responsible at the time of issuance of a development authorization for these properties. The credit will be based on the actual construction price of the works and be reasonably consistent with the cost estimates provided in Table 1 plus inflation as set out in Section 60 of this Agreement. The costs for the works will be determined by an open competitive bid process.
4. The owners of the City Property or Centro Property will contribute to their share of the costs allocated to these properties under Table 1 and as set out under separate Agreements for these properties. If these owners should wish or are required under these Agreements to complete any works which are the responsibility of the Developer, the owners of the City Property or the Centro Property will be entitled to receive a credit in an amount equal to the value of the works which these property owners are undertaking for which the Developer is responsible for the IPSCO Property. The Developer shall be responsible for payment of the credit at the time of the issuance of the first development authorization for the IPSCO Property. The credit will be based on the actual construction price of the works and be reasonably consistent with on the cost estimates provided in Table 1

plus inflation as set out in Section 60 of this Agreement. The costs for the works will be determined by an open competitive bid process.

5. The City shall use reasonable efforts to require a contribution as part of the development approval of the City Property and the Centro Property for credit and remitting to the Developer as set out in this Schedule "G" provided that the Developer acknowledges and agrees that it shall have no claim against the City in the event of an inability, for whatsoever reason, including any challenge to the legality of the process, if for whatever reason, the City is not able to secure and remit to the Developer a contribution from either the City Property or the Centro Property as shown in this Schedule "G".

Table 1 Cost Sharing Summary

Area (Refer to Figure 1)	Preliminary		Ipsco Property		Centro Property		City Property	
	Cost Est.* (\$)	% Share	Cost (\$)	% Share	Cost (\$)	% Share	Cost (\$)	% Share
1	115,000	0	0	100	115,000	0	0	0
2	46,800	0	0	0	0	100	46,800	100
3	28,200	76	21,400	0	0	24	6,800	24
4	78,700	0	0	0	0	100	78,700	100
5	69,600	76	52,900	0	0	24	16,700	24
6	73,800	100	73,800	0	0	0	0	0
7	91,800	100	91,800	0	0	0	0	0
8	55,800	100	55,800	0	0	0	0	0
9	48,600	100	48,600	0	0	0	0	0
Sub Total	608,300		344,300		115,000		149,000	
West Signal	95,000	76	72,200	18	17,100	6	5,700	6
East Signal	95,000	100	95,000	0	0	0	0	0
Grand Total	798,300		511,500		132,100		154,700	

* All Preliminary Cost Estimates were prepared by Beesley Engineering Ltd. and referenced to tables (sheets 1 and 2) faxed to the City dated July 03, 2002.

Ipsco Development - July 16, 2002

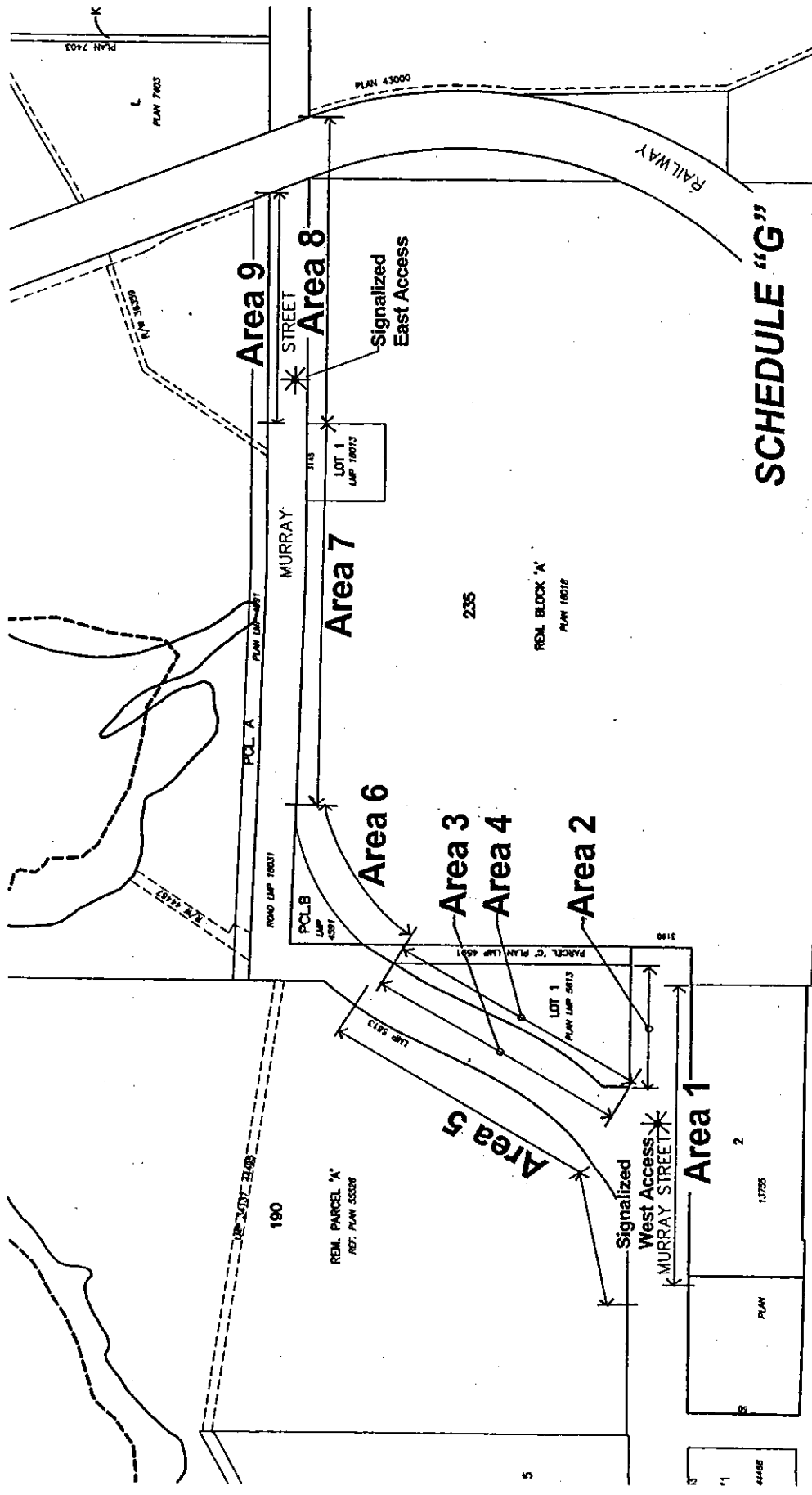


Figure 1 Road Frontage Areas Designated for Cost Sharing

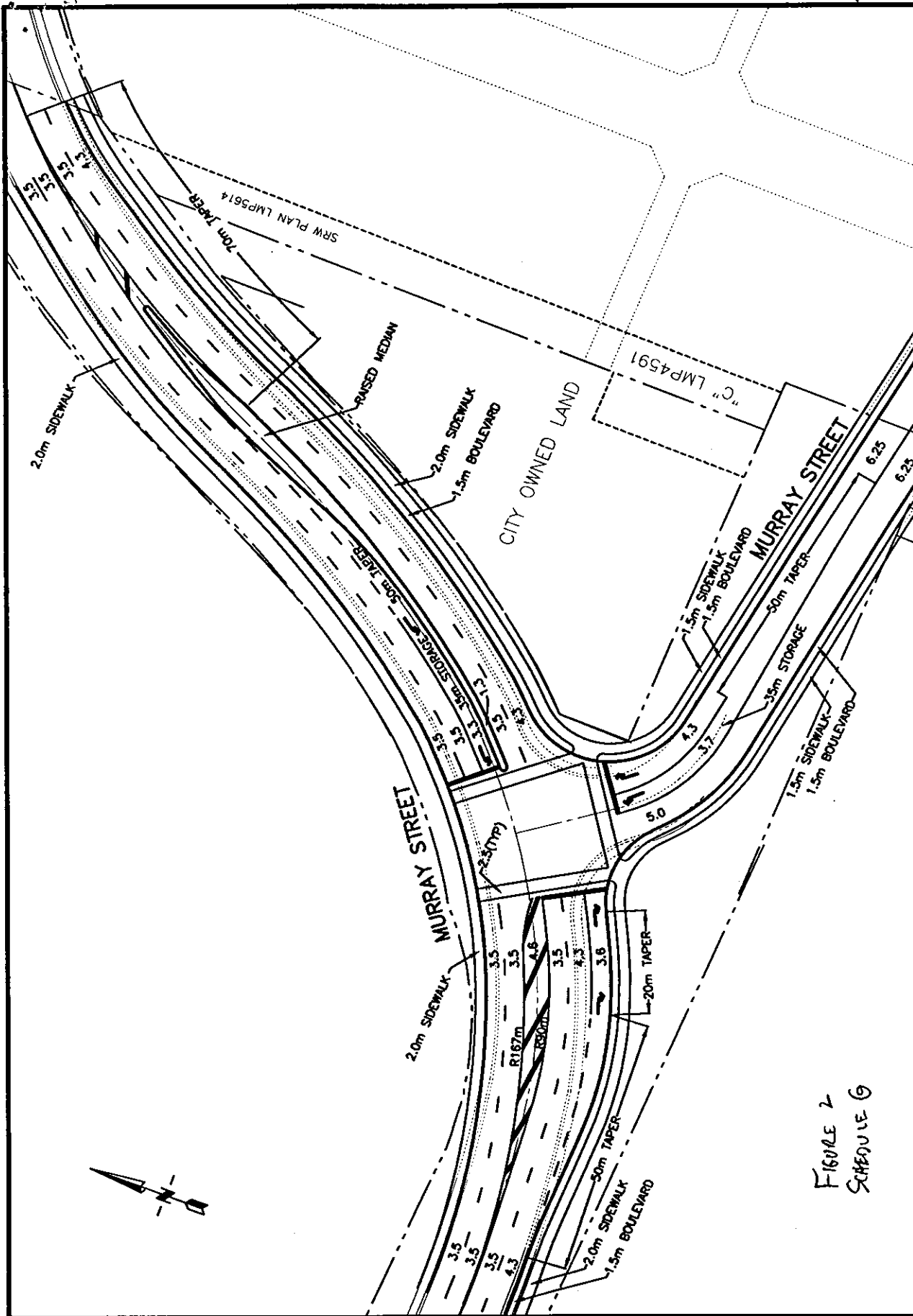


FIGURE 2
SCHEDULE G

PROJECT TITLE: IPSCO, PORT MOODY DRAWING TITLE: PROPOSED CONCEPTUAL INTERSECTION LAYOUT FOR IPSCO WEST MURRAY STREET ACCESS	SCALE: 1:1000	DATE: MAY 31, 2002
	DESIGNED BY: R.S.	PROJECT NO.: 00-1023
	DRAWN BY: R.S.	DRAWING NO.: 1023SA-2
FILE: 1023SA-2.DWG		



PAGE 169 of 172

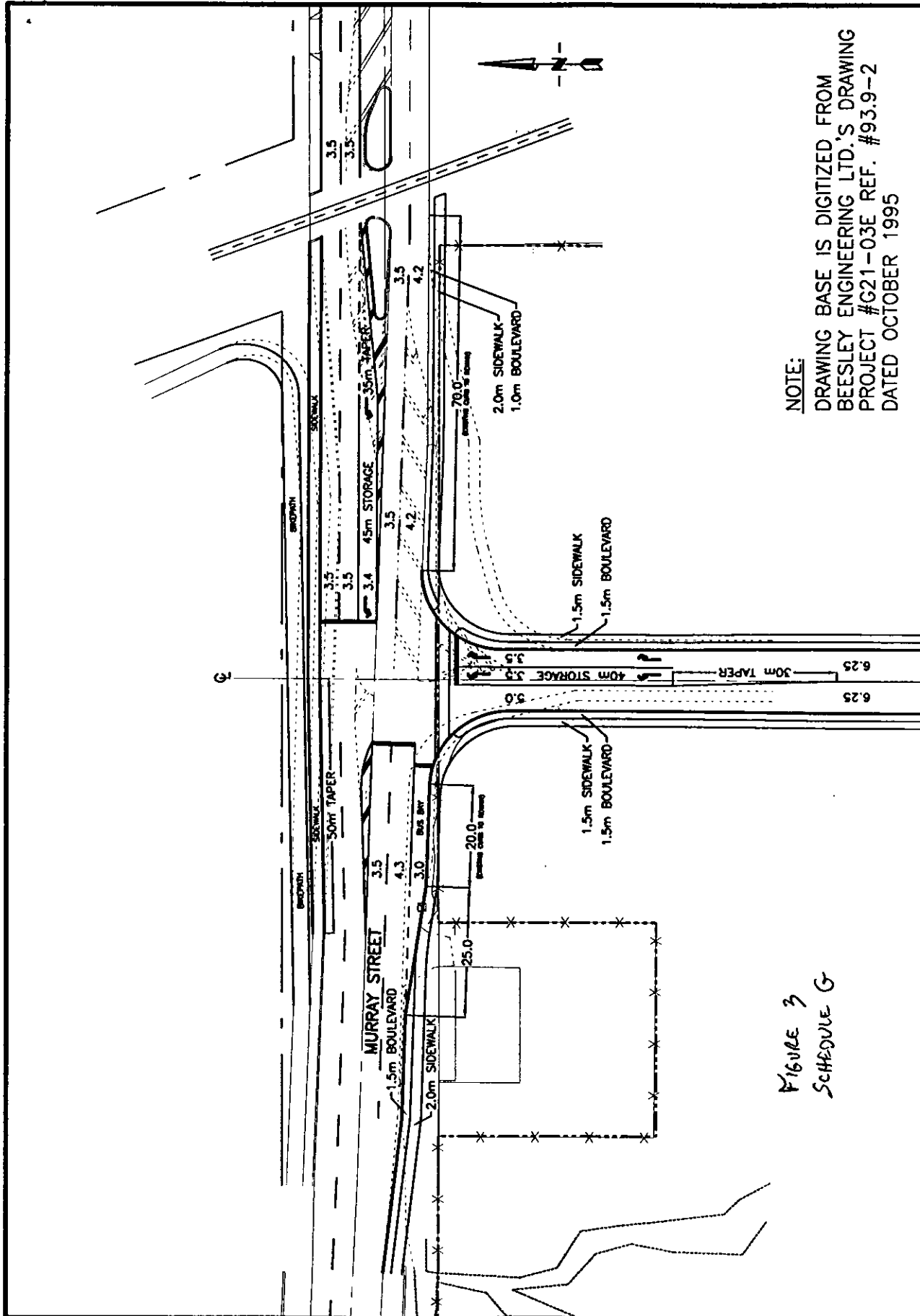



FIGURE 3
SCHEDULE G

NOTE:
 DRAWING BASE IS DIGITIZED FROM
 BEESLEY ENGINEERING LTD.'S DRAWING
 PROJECT #G21-03E REF. #93.9-2
 DATED OCTOBER 1995

 ward consulting group	PROJECT TITLE: IPSCO, PORT MOODY	SCALE: 1:1000	DATE: MAY 31, 2002
	DRAWING TITLE: PROPOSED CONCEPTUAL INTERSECTION LAYOUT FOR IPSCO EAST MURRAY STREET ACCESS	DESIGNED BY: R.S.	PROJECT NO.: 00-1023
		DRAWN BY: R.S.	FILE: 1023JUS-OPADWG

Page 170 of 172 pages

SCHEDULE "H"

**Letter Dated March 9, 1994 from GVRD Regarding
Port Moody Sewage Pumping Station**



Greater Vancouver Regional District
4330 Kingsway, Burnaby, British Columbia, Canada V5H 4G8

General
Telephone (604) 432-6200
Fax (604) 432-6251

Sewerage and Drainage Department - Telephone (604) 432-6450 - Fax (604) 436-6714

→ TH Page 171 of 172

March 9, 1994

File : SD 92.12081

City of Port Moody
2425 St. Johns Street
Port Moody, B.C., V3H 2B2

Attention: Eric Vance
Director of Planning

Dear Sir:

RE: **EMERGENCY POWER GENERATOR FACILITY FOR
PORT MOODY SEWAGE PUMPING STATION**

The GVS&DD owns and operates a sewage pumping station that is located within the new Town Centre of Port Moody and commonly known as the Port Moody Pumping Station. The facility consists of a flat-roofed building housing the pumping station and wet well, and a similar smaller building housing the standby power facility for the station proposed for construction in 1994.

The City has in place design standards which apply to sites developed within the Port Moody Town Centre or Development Permit Area One. In 1994, the GVS&DD is increasing the size of the Port Moody Pumping Station property for the construction of a standby power facility. At the request of the GVS&DD, the City of Port Moody agreed to set aside the need for a formal Development Permit for the site at this time. In its place GVS&DD will undertake as described below reasonable improvements, the purpose of which is to match as closely as possible the aesthetics of future adjacent buildings and blend with new landscaping. A security fence is not envisioned at this time around the property.

The GVS&DD agrees to complete the following improvements to the Port Moody Pumping Station and site within eighteen (18) months of receiving notice that Development Permit approval has been granted by the City of Port Moody for the directly adjacent property:

1. GVS&DD will complete site development and landscaping designed to blend with that approved by the City of Port Moody for the directly adjacent site.
2. GVS&DD will complete the installation of a roof facade, on each of the existing buildings, which will match in line and colour as closely as possible the roof line approved by the City of Port Moody for the directly adjacent development.

3. GVS&DD will repaint the exterior walls of the existing buildings to match as closely as possible the colour scheme approved by the City of Port Moody for the directly adjacent property.

In Addition the GVS&DD will review the need to install an odour control facility for the Port Moody Pumping Station. If needed, the odour control facility will also be designed and constructed to match the development on the directly adjacent site as indicated above for the existing buildings.

Yours truly:



Keith Taylor, P. Eng.
Administrator, Sewers & Drainage

MJL/mjl

c.c. Jim Riches, GVRD Property Dept.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Extension Registration Number BV537381

Charge BV537381 is an extension of covenant BW478118. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge modifies a developer’s covenant, BW478118, extending its effect over additional adjacent lands, described as Lot 1 and Parcel B. More fulsome legal descriptions of the affected lands are in the charge.

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realestate@spagslaw.ca

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FORM C

24 DEC 2003 09 24

BV537381

(Section 219.81)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

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

c/o Christopher S. Murdy, Esq., Murdy & McAllister,
1155 - 555 Burrard Street, P.O. Box 49059
Vancouver, British Columbia, V7X 1C4
Telephone: 689-5263

**West Coast
Client # 10350**

Pam Henken

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)
SEE SCHEDULE

(LEGAL DESCRIPTION)

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

4

Extension of Section 219
Covenant No. BT304477

Entire Instrument

Transferee

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

- (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):

POLYGON KLAHANIE DEVELOPMENT LTD., (Inc. No. 636904)

CHARGE

03/12/24 09:25:26 03 LM 509861 \$55.00

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

CITY OF PORT MOODY, City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

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 Transferor(s) 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

Party(ies) Signature(s)

Joscelyn Baker

Joscelyn Baker
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, BC
V6H 4C2
604-871-4244
(as to Robert Bruno)

Y	M	D
03	12	17
03	12	17

**POLYGON KLAHANIE
DEVELOPMENT LTD.**
by its authorized signatories:

Ralf Schmidtke

Ralf Schmidtke
Robert Bruno

Robert Bruno


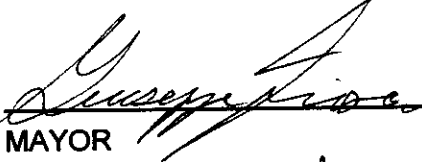
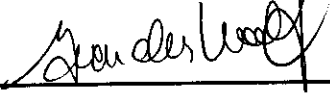
OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Law Society Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies that the matters set out in Part 5 of the *Land Title Act*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

SURVEY DEPT.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 5 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 SOLICITOR/NOTARY PUBLIC/COMMISSIONER (as to both signatures) Print Name and Address: Kelly Head A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 5C3	03	12	18	CITY OF PORT MOODY by its authorized signatories:  MAYOR Giuseppe Trasolini  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

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL DOCUMENT FORM.

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:**

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
025-753-941	Lot 1, District Lot 190, Group 1, NWD, Plan BCP7647; and Parcel B, Bylaw Plan BCP <u>8947</u> dedicated road on plan LMP13938, District Lots 190, 191, 233 and 235, Group 1, NWD

TERMS OF INSTRUMENT - PART 2

EXTENSION
OF SECTION 219 COVENANT
NO. BT304477

THIS Extension of Covenant dated the 18 day of December, 2003.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C.
V6M 4C2

(the "Developer")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

WHEREAS:

- A. A Section 219 Covenant was granted to the City and registered against title to lands adjacent to the lands referred to in the Form B herein (the "Lands") in the Lower Mainland Land Title Office on August 22, 2002 under no. BT304477 (the "Covenant");
- B. The Developer has acquired title to the adjacent lands and the Lands;

C. The Developer has agreed to extend the Covenant over the Lands;

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the terms of this Covenant and the sum of \$1.00 now paid by the City to the Developer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby covenants and agrees as follows:

1. The Developer and the City each acknowledge and agree that Section 219 Covenant BT304477 shall be extended over title to the Lands and henceforth shall restrict the use and development of the Lands.

2. The Developer and the City each acknowledge and agree that, the Covenant shall apply as a Section 219 Covenant in favour of the City to restrict the use of the Lands as if the Covenant had been registered against title to the Lands.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BV537386 modification of BT304477

Charge BV537386 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge is a modification of a Development Agreement registered under covenant BT304477. The modification is made necessary as a result of subsequent bylaw amendments and preparation of a Concept Plan and includes (a) the Concept plan (2003) will form part of Schedule A to the Agreement; (b) the addition of s.61 which provides that the City shall execute a discharge upon issuance of occupancy permits., (c) Schedule A-1 of the modification is added as the last page of Schedule A of the Agreement, and (d) current bylaws are substituted for repealed bylaws as Schedule B.

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FORM C

(Section 219.81)

Province of British Columbia

24 DEC 2003 09 25

BV537386

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 10 pages

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

c/o Christopher S. Murdy, Esq., Murdy & McAllister,
1155 - 555 Burrard Street, P.O. Box 49059
Vancouver, British Columbia, V7X 1C4
Telephone: 689-5263

**West Coast
Client # 10350**

Pamela Henken

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)
SEE SCHEDULE

(LEGAL DESCRIPTION)

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

7

Modification of Section 219
Covenant No. BT304477

Entire Instrument

Transferee

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

(a) Filed Standard Charge Terms

D.F. No.

RR 03/12/24 09:26:27 03 LM 509861
CHARGE \$55.00

(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):

POLYGON KLAHANIE DEVELOPMENT LTD., (Inc. No. 636904)

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

CITY OF PORT MOODY, City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

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 Transferor(s) 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

Party(ies) Signature(s)

J. Baker
SOLICITOR/NOTARY
PUBLIC/COMMISSIONER
(as to both signatures) Robert Bruno
Print Name and Address:
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Y	M	D
03	12	17
03	12	17

**POLYGON KLAHANIE
DEVELOPMENT LTD.**
by its authorized signatories:

Ralf Schmidtke
Ralf Schmidtke
Robert Bruno
Robert Bruno



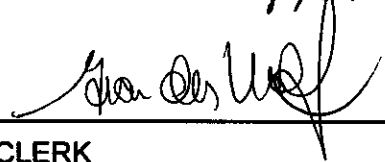
OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies that the matters set out in Part 5 of the Land Title Act apply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

SURVEY DEPT.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 20 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 SOLICITOR/NOTARY PUBLIC/COMMISSIONER (as to both signatures) Print Name and Address: Kelly Head A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 5C3	03	12	18	CITY OF PORT MOODY by its authorized signatories:  MAYOR <i>Giuseppe Trasolini</i>  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

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

Lot 1 District Lots 190 and 235
Group 1 NWD Plan BCP 8948

Lot 2 District Lot 233 Group 1
NWD Plan BCP 8948

Lot 3 District Lots 190, 233 and 235
Group 1 NWD Plan BCP 8948

TERMS OF INSTRUMENT - PART 2

**MODIFICATION
OF SECTION 219 COVENANT
NO. BT304477**

THIS Modification of Covenant dated the 18 day of December, 2003.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C.
V6M 4C2

(the "Developer")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

WHEREAS:

A. The predecessor in ownership of a portion of the Lands, as defined in the Form C, granted a Section 219 Covenant to the City which was registered against title to a portion of the Lands in the Lower Mainland Land Title Office on August 22, 2002 under No. BT304477 (the "Covenant");

B. The Developer has acquired title to the Lands from the previous owner;

- C. Attached to the Covenant as Schedule "1" thereto was an agreement between the then owner and the City identified as Schedule "1" (the "Development Agreement");
- D. Attached as Schedule "A" to the Development Agreement was the previous owner's re-zoning application ("Schedule "A");
- E. Attached as Schedule "B" to the Development Agreement was the CD28 Zone, being a copy of City of Port Moody Zoning Bylaw 1988, No. 1890, Amendment Bylaw No. 130, 2001, No. 2503 ("Schedule "B");
- F. The Developer has now, as required in the Development Agreement, prepared design guidelines which have been adopted by the City pursuant to City of Port Moody Official Community Plan 2000, Bylaw No. 2465, Amendment Bylaw No. 7, 2003, No. 2554;
- G. Pursuant to City of Port Moody Zoning Bylaw 1988, No. 1890, Amendment Bylaw No. 139, 2003, No. 2556, the CD28 Zone, which was the subject of Bylaw No. 2503, (being Schedule "B") has been amended;
- H. The Developer has now also produced a Concept Plan dated September 18, 2003 prepared by Ramsay Worden, Architects to guide development of the Lands; and
- I. The parties have agreed to extend the Covenant pursuant to an extension agreement so that it covers all of the Lands;

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the terms of this Covenant and the sum of \$1.00 now paid by the City to the Developer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby covenants and agrees as follows:

1. The Developer and the City each acknowledge and agree that the Covenant shall be modified as follows:

- (a) Section 4 of the Development Agreement shall be amended by re-numbering the existing section as Section 4(a) and the following shall be added as Section 4(b):

"The Developer covenants and agrees that a part of Schedule "A" shall be the Concept Plan dated for reference September 18, 2003, prepared by Ramsay Worden, Architects, which shall form part of Schedule "A" to this Agreement, provided that in the event of any inconsistency between the said Concept Plan and the remainder of Schedule "A", the Concept Plan shall govern, provided that such Concept Plan may be revised pursuant to development authorizations and development variance permits, as necessary, approved by the City."

- (b) Section 4(a) shall be further amended to add at the end:

"(2) ...; and

(3) any development authorization approved by the City.";

- (c) Section 60 shall be amended by changing "proceeding" to "preceding";

- (d) A new Section 61 shall be added as follows:

Page 7 of 20 Pages

“61. The City will execute a registrable discharge of this Covenant upon issuance of occupancy permits for all buildings approved under development authorization for each subdivided parcel.”

- (e) The document attached hereto as Schedule “A-1” shall be added as the last page of Schedule “A” to the Development Agreement;
- (f) Schedule “B” to the Development Agreement, being the CD28 Zone, shall be deleted and replaced with Schedule “B” attached hereto, which consists of firstly, the CD28 Zone as established by Bylaw No. 2503 and modified by Bylaw No. 2556 and secondly, the CD29 Zone, as established by Bylaw No. 2505 and modified by Bylaw No. 2557.

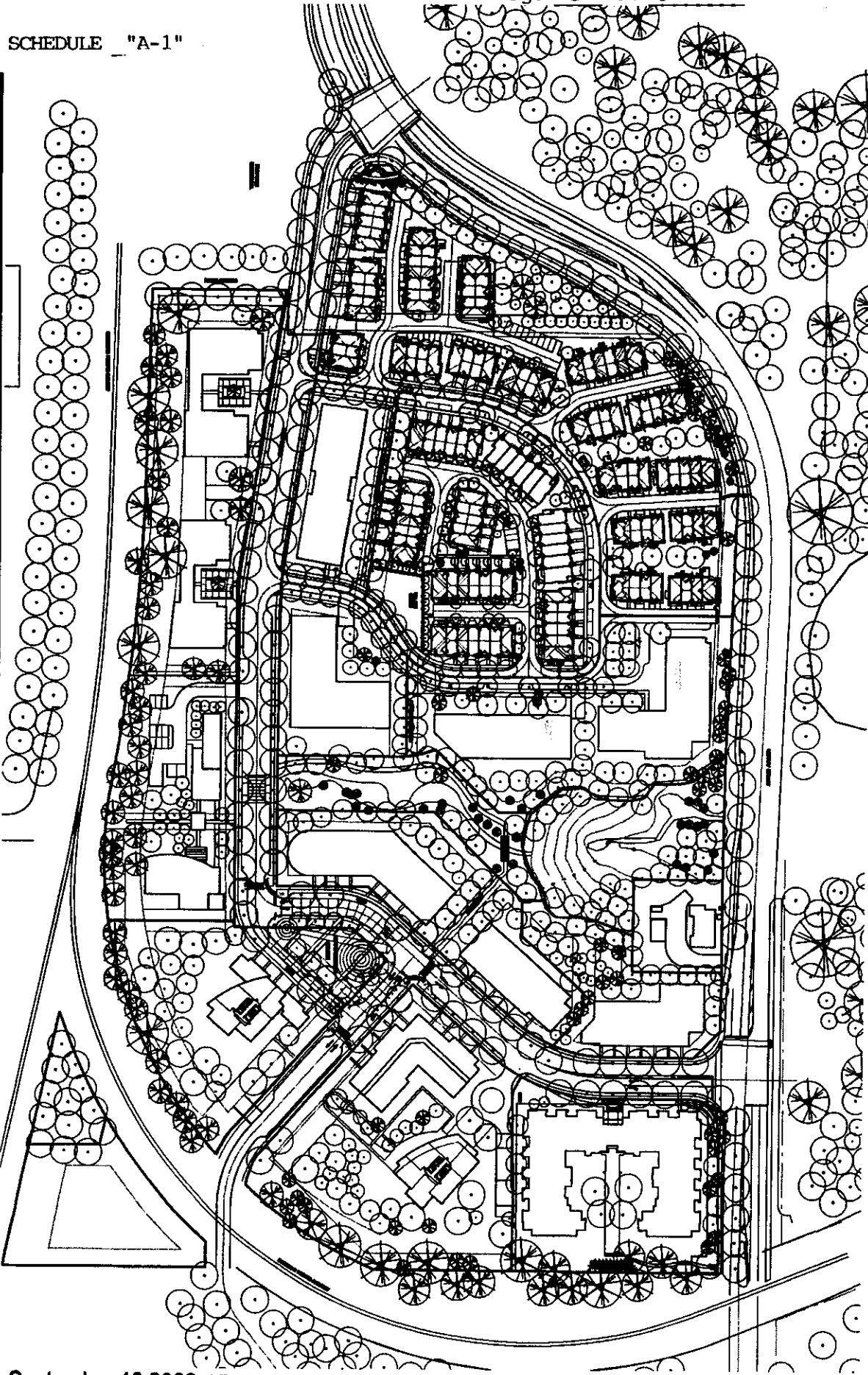
2. The Developer and the City each acknowledge and agree that, except as modified hereunder, the Covenant, Development Agreement and Schedules “A” and “B” remain in full force and effect and the Covenant shall not be further modified or amended except in strict conformance with the terms and requirements thereof.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

SCHEDULE "A-1"

Polygon Klahanie Development Ltd. Klahanie
 Site 625-133 Part Boundary Part 1 and 2, B.C.
 Vancouver, B.C. Part 1 and 2, B.C.

Design: Part
 (Subject to Change)
 Based on the Boundary as
 shown on the Site Plan
 as approved.



September 18, 2003 Klahanie

Schedule "B"

page 7 of 20

CD-28 ZONE ADDED BY BYLAW NO. 2503

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28)

98.1 Intent

The intent of this zone is to facilitate development accommodating not more than 1,100 dwelling units, with additional "Congregate Care Uses", civic uses, "Health Care Uses", assembly uses, hotels, entertainment uses, public open space and certain commercial and "Low Impact Light Industrial" uses intended to generate economic activity, all in accordance with a comprehensive plan.

98.2 Definitions

Where there is any conflict between the defined words and phrases in this section, and the definitions in Section 3 of this bylaw, the definitions within Section 98 shall prevail for the Comprehensive Development Zone 28 (CD 28) zone.

Within the CD 28 zone, the following definitions apply:

"Area" means a portion of the lands shown and identified by numbers 1 to 6 within diamond-shaped labels on "Schedule CD 28" which include "Parcels," and that may be further subdivided into lots as defined under Section 3 of this bylaw.

"Base Density" means the highest "Density" permitted for an "Area" of land before any additional dwelling units are permitted through a "Density Bonus" as provided within the CD 28 zone.

"Density" means the number of residential units permitted for an "Area" of land expressed in dwelling units per hectare or dwelling units per acre.

"Density Bonus" means the additional "Density" and consequent additional number of dwelling units which are permitted on a lot in exchange for the provision of an amenity in the form of useable open space secured for public use and access.

"Health Care Use" means medical offices and drug dispensing use as defined in Section 3 of this bylaw, medical laboratory or hospital.

"Low Impact Light Industrial Use" means the manufacturing (including "Table-Top Manufacturing"), fabricating, assembly, storage, wholesaling and distribution of goods, film and television production, information technology services, and excludes vehicle and heavy equipment servicing, the wrecking or salvaging of materials or things, metal fabricating and bulk materials processing.

"Maximum Density" means the highest "Density" permitted for an "Area" of land as set out in Table 1 of Section 98.6 (1) based on the "Base Density" plus any additional dwelling units permitted through a "Density Bonus" as provided within the CD 28 zone.

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (CONTINUED)

BYLAW NO. 1890

“Parcel” means a portion of the lands shown and identified by numbers 1 to 13 within circle-shaped labels on “Schedule CD 28” which may be subdivided into lots as defined under Section 3 of this bylaw.

“Table-Top Manufacturing” means the research and development and manufacturing associated with electronic and consumer products which may be located in a building containing residential uses subject to the provisions of the B.C. Building Code.

98.3 Permitted Uses

The following uses are permitted within the “Areas” and “Parcels” shown and identified on “Schedule CD 28” which is attached to and forms part of this bylaw:

- 98.3.1 Area 1: Medium/High Density Multi-Family/Commercial: Low Rise**

 - (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
 - (2) Retail Service (Group A) at ground level

- 98.3.2 Area 2: High Density Multi-Family: Low/Mid Rise**

 - (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments

- 98.3.3 Area 3: High Density Multi-Family: High Rise**

 - (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments

- 98.3.4 Area 4: Medium/High Density Multi-Family/Low Rise:**

 - 1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments

- 98.3.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**

 - (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
 - (2) Retail Service (Group A) at ground and second levels

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

98.3.6 Area 6: Congregate Care/Mixed Use/Economic Activity

- (1) Retail Service Use (Group A)
- (2) Civic Use
- (3) Assembly Use
- (4) Hotel Use
- (5) Entertainment Use
- (6) Health Care Use
- (7) "Congregate Care Use" within Parcels 8 and 13 where the minimum lot size exceeds 0.65 ha.

***Section 98.3.6 (8) amended by Bylaw No. 2556**

- (8) Multiple-Family Residential Use in Townhouses (side by side or stacked) and Apartments is permitted on:

up to 100% of the gross floor area of all building on each lot subdivided within Parcel 13; and

not exceeding 80% of the total net floor area of all buildings on each lot subdivided within Parcels 6, 7 or 8.

- (9) "Low Impact Light Industrial Use" on Parcels 6, 7 and 8 provided that:

(a) All uses and accessory uses thereto shall be carried on wholly within a completely enclosed building except for parking and loading facilities which may only be located within or to the rear of a building;

(b) There is no bulk storage or processing of lime, fertilizer, toxic or corrosive chemicals and acids, flammable liquids or solids, explosives, compressed gas, scrap materials, junk, wood, metal or other waste, fungicides, herbicides, pesticides, paint, varnish, oil, shellac, turpentine, fish, fish oil or meal, animal oil or fat, vegetable oil, or petroleum, bitumen or tar products or their derivatives;

(c) There is no bulk materials handling, wrecking or salvaging of goods and materials, processing of raw animal products nor the production, refining, processing or storage of dangerous goods as regulated and defined under any Provincial or Federal Act;

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

(d) Nothing shall be done which is or shall become an annoyance or nuisance to the surrounding areas by reason of unsightliness nor by the emission of odours, liquid effluents, dust, fumes, smoke, vibrations, noise, or glare; nor shall anything be done which creates or causes a health, fire, or explosion hazard, electrical interference or undue traffic congestion;

(e) A "Low Impact Light Industrial Use", except for information technology services and "Table-Top Manufacturing", is not permitted on a lot on which a residential use or "Congregate Care Use" is located; and

(f) Where an interior or rear lot line of a lot containing a "Low Impact Light Industrial Use" abuts a residential use, "Congregate Care Use" or land on which an institutional building is located, a 2.5 metre (8.2 ft.) high landscape screen or solid fencing is required.

98.3.7 Area 7: Public Open Space

- (1) Parks, habitat enhancement areas, public courtyards and greenways.

98.4 Lot Coverage

The maximum permitted lot coverage is 0.60 except for Parcels 6 and 7 as shown on "Schedule CD 28" where the maximum permitted lot coverage is 0.75.

98.5 Floor Area Ratios

The maximum floor area ratios (FAR) for the "Areas" as shown on "Schedule CD 28" are as follows:

		<u>Maximum FAR</u>
Area 1:	Medium/High Density Multi-Family/ Commercial: Low Rise	1.8
Area 2:	High Density Multi-Family: Low/Mid Rise	2.2
Area 3:	Medium/High Density Multi-Family: High Rise	2.5
Area 4:	Medium/High Density Multi-Family: Low Rise	1.8

BYLAW NO. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

Area 5:	High Density Multi-Family/Commercial: Mid Rise	2.2
Area 6:	Congregate Care/ Mixed Use/Economic Activity	2.5
Area 7:	Open Space	0.1

98.6 Residential Density

- (1) Within this section, Table 1 sets out "Base Densities" which represent the highest "Density" for each lot within each "Area" shown on "Schedule CD 28" which may be increased to not more than the "Maximum Density" also set out in Table 1 provided that:
- (a) The lot receiving the "Density Bonus" will not have a "Density" which exceeds the "Maximum Density" for the "Area" in which the lot receiving the "Density Bonus" is located; and
 - (b) The "Density Bonus" will not allow more than 1,100 dwelling units to be constructed within the CD 28 zone.

Table 1

"Area" shown on "Schedule CD 28"	"Base Density" <small>(units/net acre)</small>	"Maximum Density" <small>(units/net acre)</small>
Area 1: Medium/High Density Multi-Family/ Commercial:Low Rise	32.91	70
Area 2: High Density Multi-Family: Low/Mid Rise	54.30	80
Area 3: Medium/High Density Multi-Family: High Rise	56.76	100
Area 4: Medium/High Density Multi-Family: Low Rise	34.72	70
Area 5: High Density Multi-Family/Commercial: Mid Rise	50.00	80
Area 6: Congregate Care/ Mixed Use/Economic Activity	36.75	100
Area 7: Open Space	0.0	0.0

- (2) The "Density Bonus" provided under subsection (1) is subject to the following:
- a) The "Density Bonus" provided to the lot would not result in more than a total of 220 additional dwelling units being permitted within the CD 28 zone as the result of all "Density Bonuses."
 - b) The lot which receives the "Density Bonus" shall be required to provide an additional 2.5 square metres (26.9 sq. ft.) of public useable open space to that required by Section 98.11 for every additional dwelling unit permitted by the "Density Bonus"; and

BYLAW No. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

- c) A "Density Bonus" shall be administered by the City under covenants under Section 219 of the Land Title Act which are registered on the land upon adoption of this bylaw and on each lot subsequently subdivided within the CD 28 zone to ensure that any "Density Bonus" is in accordance with the provisions of the CD 28 zone.
- (3) As an exception to sub-section (2)(a) which limits the total of all "Density Bonuses" to 220 dwelling units, lots subdivided within Area 6 may have their "Base Density" reduced to as low as zero provided that a "Density Bonus" yielding up to an equivalent number of dwelling units may be provided to a lot elsewhere within the CD 28 zone.
- (4) No "Density Bonus" under sub-sections (1), (2) or (3) is permitted on a lot after a development permit or development authorization for that lot has been issued.
- (5) No more than 1,100 dwelling units shall be permitted within the CD 28 zone, and, within the provisions of the CD 28 zone, no development permit or authorization shall be approved that would result in less than 880 dwelling units being constructed within the CD 28 zone.

98.7 Height of Buildings

The height of buildings and structures within the CD 28 zone shall be as follows:

- 98.7.1 Area 1: Medium/High Density Multi-Family/
Commercial: Low Rise**
(1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.2 Area 2: High Density Multi-Family: Low/Mid Rise**
(1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.).
- 98.7.3 Area 3: Medium/High Density Multi-Family: High Rise**
(1) Maximum height of 22 stories or 70 metres (230 ft.)
(2) Minimum height of 6 stories or 20 metres (66 ft.) on Parcel 5 for high-rise buildings and a minimum height of 2 stories or 6.7 metres (22 ft.) for townhouses if they are located on the same lot as a high-rise building with a height over 6 stories or 20 metres (66 ft.).
- 98.7.4 Area 4: Medium/High Density Multi-Family: Low Rise**
(1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**
(1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.)

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

- 98.7.6 Area 6: Congregate Care/ Mixed Use/Economic Activity**
- (1) Maximum height of 22 storeys or 70 metres (230 ft.) on Parcels 6 and 7
 - (2) Maximum height of 8 storeys or 27.0 metres (88.6 ft) on Parcel 8
 - (3) Maximum height of 5 storeys or 17 metres (56 ft.) on Parcel 13
 - (4) Minimum height of 5 storeys or 17 metres (56 ft.) on Parcels 6 and 7
- 98.7.7 Area 7: Open Space**
- (1) Maximum height of 1 storey or 3.8 metres (12.5 ft.)
- 98.8 Setbacks**
- (1) The minimum building setback from a road, other than Murray Street, shall be 5.0 metres (16.4 ft).
 - (2) The minimum building setback from Murray Street shall be 7.6 metres (25 feet).
 - (3) The minimum building setback from a greenway or a railway pedestrian overpass shall be 7.6 metres (25 feet), but may be reduced to a setback of 5.0 metres (16.4 ft.) for up to 20% of the length of the building façade facing a greenway.
 - (4) The minimum building setback from a railway right-of-way shall be 10.0 metres (33 feet) except for buildings containing residential or congregate care uses which shall have a minimum setback of 16.0 metres (52.5 ft.).
 - (5) Notwithstanding sub-sections (1) and (2), the maximum setback from a road for a Retail Service (Group A) use shall be 5.0 metres (16.4 ft.).
 - (6) As an exception to sub-section (5), a Retail Service (Group A) use may be located on Parcel 1 provided that it has a setback of no more than 30 metres (100 ft.) from Murray Street and that a landscaped buffer with a width of not less than 10 metres (33 ft.) is established between Murray Street and any parking lot.
 - (7) Other than provided above, there shall be minimum side yard and rear yard setbacks of 5.0 metres (16.4 ft.).
 - (8) As an exception to the watercourse setback provision contained within Section 5.2 of this bylaw, the setback from the natural boundary of the day-lighted water feature located within Parcel 9 shown on "Schedule CD 28" shall be 7.5 metres (24.6 ft.).

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**98.9 Parking and Loading**

- (1) Off street parking and loading shall be provided in accordance with Sections 6 and 7 of this bylaw, with all parking being located underground except that:
 - a) Unenclosed parking may be permitted on Parcel 1 as provided in Section 98.8(6);
 - b) Enclosed, at-grade parking may be located within structures in Area 4; and
 - c) Enclosed, at-grade parking may be located within structures or unenclosed parking may be located to the rear of buildings in Area 6.

98.10 Accessory Buildings

Accessory buildings customarily associated with the principle use of a lot shall be permitted provided that their total lot coverage does not exceed 5%.

98.11 Useable Open Space

- (1) On each lot on which a building is sited, useable open space shall:
 - a) be provided on-site for all buildings of 10 or more dwelling units;
 - b) be not less than 5.0 square metres (54 sq. ft.) per dwelling unit plus any additional useable open space required under Section 98.6(2);
 - c) be developed for use by residents; and
 - d) be continuously maintained by the owners of the building.
- (2) Any additional useable open space required under Section 98.6(2) is to be secured for public use and access on the lot on which the building is located or, as an exception to sub-section (1) above, may be located elsewhere within the CD 28 zone.

98.12 Common Indoor Recreation Space

Common indoor recreation space shall be provided on the basis of a minimum floor area of 2.4 square metres (25 sq. ft.) per dwelling unit in or adjacent to each residential building on the lot on which the residential building is sited, or elsewhere within the CD 28 zone, for the use of the residents of the development within the CD 28 zone.

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**98.13 Subdivision, Development Standards, Density and Uses**

- (1) The subdivision, development standards, "Density" and uses of land shall be in conformance with the provisions of the CD 28 zone and the plan attached as "Schedule CD 28" which is attached to and forms part of this bylaw.
- (2) Lots may only be subdivided within Areas 1 to 6 or within a "Parcel" and not straddle the boundary separating two or more "Parcels" or "Areas" shown on "Schedule CD 28" except for Areas 4 and 6 in which a lot may straddle a boundary between "Parcels" in the respective Areas to allow for the averaging of density within the lot subject to the provisions of the CD 28 zone.
- (3) A lot may not be created with a lot area of less than 3,500 square metres (37,674.9 sq. ft.) and with a *lot* width of less than 40 metres (131.2 ft.).
- (4) The planned public road rights of way identified on "Schedule CD 28" shall be dedicated as shown on "Schedule CD 28" and may be shifted in either direction by not more than half of the width of the road rights of way shown on "Schedule CD 28".

***CD-29 ZONE ADDED BY BYLAW NO. 2505**

99. COMPREHENSIVE DEVELOPMENT ZONE 29 (CD 29)

99.1 Intent

The intent of this zone is to facilitate development accommodating not more than 48 residential units, congregate care uses, health care uses, assembly uses, hotels, entertainment uses, public open space and certain commercial uses intended to generate economic activity, all in accordance with a comprehensive plan.

99.2 Definitions

Where there is any conflict between the definitions in this section and the definitions in Section 3 of this bylaw, the definitions within Section 99 shall prevail for the Comprehensive Development Zone 29 (CD 29) zone.

Within the CD 29 zone, the following definitions apply:

“Health Care Use” means a medical office and drug dispensing use, medical laboratory or hospital.

99.3 Permitted Uses

The following uses are permitted as shown and identified on “Schedule CD 29” which is attached to and forms part of this bylaw:

- (1) Retail Service Use (Group A)
- (2) Civic Use
- (3) Assembly Use
- (4) Hotel Use
- (5) Entertainment Use
- (6) Health Care Use
- (7) Congregate Care Use
- (8) Open Space
- (9) Multiple Family Residential Use in Townhouses (side by side or stacked) and Apartments



99.4 Lot Coverage

The maximum permitted lot coverage is 0.60.

99.5 Floor Area Ratios

The maximum floor area ratios (FAR) is 2.5.

99.6 Residential Density

No more than 48 dwelling units shall be permitted within the CD 29 zone.

99. COMPREHENSIVE DEVELOPMENT ZONE 29 (CD 29) (Continued)**99.7 Height of Buildings**

The heights of buildings and structures within the CD 29 zone shall not exceed a maximum height of 5 storeys or 17 metres (56 ft.)

99.8 Setbacks

- (1) The minimum building setback from a road, other than Murray Street, shall be 5.0 metres (16.4 ft).
- (2) The minimum building setback from Murray Street shall be 7.6 metres (25 feet).
- (3) Notwithstanding sub-sections (1) and (2), the maximum setback from a road for a Retail Service (Group A) use shall be 5.0 metres (16.4 ft.).

99.9 Parking and Loading

Off street parking and loading shall be provided in accordance with Sections 6 and 7 of this bylaw.

99.10 Accessory Buildings

Accessory buildings customarily associated with the principle use of a lot shall be permitted provided that their total lot coverage does not exceed 5%.

99.11 Useable Open Space

On each lot on which a development is sited, "useable open space" shall:

- (1) be provided on-site for all developments of 10 or more dwelling units;
- (2) be not less than five 5.0 square metres (54 sq. ft.) per dwelling unit; and
- (3) be continuously maintained by the owners of the development.

99.12 Common Indoor Recreation Space

On each lot on which development is sited, common indoor recreation spaced shall be provided on the basis of a minimum floor area of 2.4

square metres (25 sq. ft.) per dwelling unit in or adjacent to each residential building for the use of residents of the development.

99.13 Subdivision, Development Standards, Density and Uses

- (1) The subdivision, development standards, density and uses of land shall be in conformance with the provisions of the CD 29 zone and the plan attached as "Schedule CD 29" which is attached to and forms part of this bylaw.

99. COMPREHENSIVE DEVELOPMENT ZONE 29 (CD 29) (Continued)

- (2) A lot may not be created with a lot area of less than 3,000 square metres (32,292.8 sq. ft.) and with a width of less than 40 metres (131.2 ft.).

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BV537390

Charge BV537390 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge grants the City of Port Moody a right of access and use over several portions of Lots 1 & 3, shown on plan BCP8949. The right-of-way permits (a) the City to install and maintain works in connection with conveying, metering or disposing of water, gas, sewage, liquid waste, electrical energy, communication services or any other utility purposes; and (b) the City including members of the public to pass over the right of way, with or without vehicles, as if it were a public highway. The City may clear the right-of-way of any obstruction to the works and may cross over the lands to gain access to the statutory right of way area. The owner shall not build, grow or place anything on the right of way that may interfere with the works and shall trim or cut down any tree or other growth that may pose a danger or obstruction.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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LAND TITLE ACT
FORM C

24 DEC 2003 09 26

BV537390

(Section 219.81)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 8 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Christopher S. Murdy, Esq., Murdy & McAllister,
1155 - 555 Burrard Street, P.O. Box 49059
Vancouver, British Columbia, V7X 1C4
Telephone: 689-5263

**West Coast
Client # 10350**

Pamela Henken

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID)

(LEGAL DESCRIPTION)

Lot 1 District Lots 190 and 235 Group 1 NWD Plan
BCP 8948

Lot 3 District Lots 190, 233 and 235 Group 1 NWD Plan
BCP 8948

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

~~Statutory Right of Way over
Part in Plan BCP 8944~~

SEE SCHEDULE

Entire Instrument

Transferee

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

-
-
-

D.F. No. CHARGE
Annexed as Part 2
There is no Part 2 of this instrument

88 03/12/24 09:27:26 03 LM 509861
\$55.00

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):
POLYGON KLAHANIE DEVELOPMENT LTD., (Incorporation No. 636904)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF PORT MOODY, City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

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 Transferor(s) 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)

J. Baker

Joscelyn Baker
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, BC
V6H 4C2
604-871-4244

(as to Robert Bruno)

Execution Date

Y	M	D
03	12	17
03	12	17

Party(ies) Signature(s)

POLYGON KLAHANIE
DEVELOPMENT LTD.
by its authorized signatories:

Ralf Schmidtke
Ralf Schmidtke

Robert Bruno
Robert Bruno

LAND TITLE
DEPT.


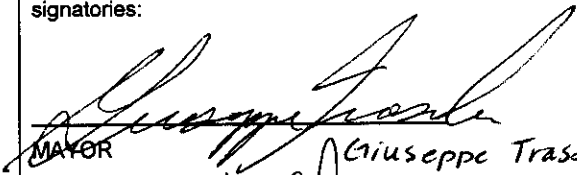
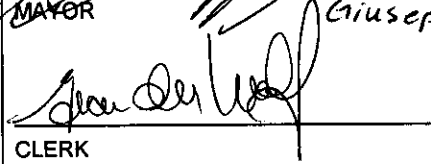
OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the
Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies that the matters set out in Part 5 of the Land Title
as they pertain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

LAND TITLE ACT
FORM D

8

EXECUTIONS CONTINUED

Page 2 of 7 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 SOLICITOR/NOTARY PUBLIC/COMMISSIONER (as to both signatures) Print Name and Address: Kelly Head A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 5C3	03	12	18	CITY OF PORT MOODY by its authorized signatories:  MAYOR Giuseppe Trasolini  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

LAND TITLE ACT
FORM E

SCHEDULE

Page 3 of 8 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

3. NATURE OF INTEREST

DESCRIPTION	DOCUMENT REFERENCE <i>(page and paragraph)</i>	PERSON ENTITLED TO INTEREST
Statutory Right of Way over part being 0.145 hectares on Lot 3 shown on Plan BCP 8949	Entire Document	Transferee
Statutory Right of Way over part being 0.254 hectares on Lot 1 shown on Plan BCP 8949	Entire Document	Transferee
Statutory Right of Way over part being 170 square metres on Lot 1 shown on Plan BCP 8949	Entire Document	Transferee
Statutory Right of Way over part being 169 square metres on Lot 3 shown on Plan BCP 8949	Entire Document	Transferee
Statutory Right of Way over part being 269 square metres on Lot 3 shown on Plan BCP 8949	Entire Document	Transferee

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT dated the day of , 2003.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C.
V6M 4C2

(the "Grantor")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

WHEREAS the Grantor is the registered owner of the Lands herein;

AND WHEREAS the City requires and the Grantor has agreed to grant to the City the Statutory Right of Way defined herein;

AND WHEREAS this Statutory Right of Way is necessary for the operation and maintenance of the City's undertaking;

NOW THEREFORE in consideration of the premises, of the sum of ONE DOLLAR (\$1.00) receipt of which from the City is hereby acknowledged by the Grantor and other good and valuable consideration THE PARTIES AGREE AS FOLLOWS:

1. The Grantor grants in perpetuity to the City the right at all times to:
 - (a) enter over, on, in and under that portion of ALL AND SINGULAR that certain parcel of land situate in Port Moody, British Columbia which is more particularly known as:

Lot 1 District Lot 190 and 235 Group 1 NWD Plan BCP8948

Lot 3 District Lots 190, 233 and 235 Group 1 NWD Plan BCP8948
(the "Lands")

which is 0.145 ha., 0.254 ha., 170 m², 169 m² and 269 m² and shown outlined on the Plan of "Statutory Right of Way" BCP8949 filed concurrently herewith, and

- (i) conduct surveys and examinations;
- (ii) dig up, remove and replace soil; and
- (iii) construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the "Works");

for the purpose of conveying, draining, containing, protecting, metering or disposing of water, sanitary sewage, storm drainage, or any of them;

- (b) bring on to the Statutory Right of Way all materials and equipment it requires or desires for any of the foregoing purposes;
- (c) clear the Statutory Right of Way and keep it clear of anything which in the opinion of the City constitutes or may constitute an obstruction to the use of the Statutory Right of Way or to the Works;
- (d) cross over the Lands for reasonable access to the Statutory Right of Way and make reasonable ancillary use of the Lands in respect of the Works; and
- (e) do all acts which in the opinion of the City are incidental to the foregoing.

2. The Grantor grants in perpetuity to the City, and to every member of the public for the period during which the City accepts this grant but not beyond the day if ever on which the City releases this grant, a universal right:

- (a) of passage, with or without vehicles, at all times to enter over, on and in the Statutory Right of Way to the same extent as if the Statutory Right of Way was a public highway or other way open to public use; and

Page 6 of 8 pages

- (b) to do all acts which are in the opinion of the City incidental to the foregoing.

3. The Grantor shall:

- (a) not do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the Statutory Right of Way or to the Works;
- (b) trim or, if necessary, cut down any tree or other growth on the Lands which in the opinion of the City constitutes or may constitute a danger or obstruction to those using the Statutory Right of Way or to the Works;
- (c) execute all further documents and things whatsoever for the better assuring unto the City of the Statutory Right of Way hereby granted;
- (d) permit the City, and the general public for that period in which the City accepts the grant contained in the Section 2 hereof but not beyond the day if ever on which the City releases the grant contained in Section 2 hereof, to peaceably hold and enjoy the rights hereby granted; and
- (e) maintain, repair, care for and clean the surface of the Statutory Right of Way including the street lights, roads, sidewalks, pathways, surface parking areas, drainage catch basins and other drainage works associated with the above, excluding City owned sub-surface drainage works, and remove grass and other growth from the surface of the Statutory Right of Way as required by the City and do all other things deemed by the City to be reasonably necessary for the safe use and preservation of the Statutory Right of Way.

4. The City shall:

- (a) use the Statutory Right of Way and carry out the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor, the Lands or any improvement on the Lands;
- (b) not bury, without the prior written consent of the Grantor, debris or rubbish in excavations or backfill;

Page 7 of 8 pages

- (c) remove shoring and like temporary structures as back-filling proceeds;
- (d) rake up all rubbish and construction debris it creates in order to leave the Statutory Right of Way in a reasonably neat and clean condition;
- (e) exercise the utmost care not to damage the Lands or any improvement on the Lands AND IF the City should cause any such damage RESTORE such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch OR WHERE the City deems restoration to be impractical REIMBURSE the Grantor for all damage the City has caused but not restored;
- (f) accept sole responsibility for carrying out the Works; and
- (g) not be unreasonable in its opinions herein.

5. All chattels and fixtures installed by the City over, on, in or under the Statutory Right of Way are and shall remain owned by the City, any rule of law or equity to the contrary notwithstanding.

6. THE GRANTOR INDEMNIFIES, SAVES HARMLESS, RELEASES and FOREVER DISCHARGES the City from and against all manner of actions, causes of action, claims, debts, suits, demands and promises whatsoever at law or at equity, whether known or unknown, which the Grantor now has or may at any time have by reason of the granting, existence or use of the Statutory Right of Way or of the Works or of the carrying out or failing to carry out of any of the Works or of the flooding of the Lands or any improvement thereon SAVE AND EXCEPT FOR NEGLIGENCE by the City.

7. NOTWITHSTANDING ANYTHING HEREIN CONTAINED the City reserves all rights and powers of expropriation otherwise enjoyed by the City.

8. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party; this Agreement runs with the Lands, whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

- (a) that party has been served personally, on the date of service; or
- (b) mailed by pre-paid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the most recent address shown on title to the Lands in the records of

Page 8 of 8 pages

the Lower Mainland Land Title Office for that party or to whatever address the parties from time to time may in writing agree to;

whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires, every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows; any opinion which the City is entitled by virtue of this Agreement to form may be formed on behalf of the City by the City Engineer in which event the opinion of the City Engineer shall be deemed to be the opinion of the City for the purposes of this Agreement; nothing herein grants to the City any interest in the riparian or littoral rights of the Grantor to any lands which may accrete to the Lands; if any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement; this Agreement shall enure to the benefit of and be binding on the parties hereto NOTWITHSTANDING any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Equitable Charge Registration Number BV537392 to BV537393

Charge BV537392 to BV537393 is an Equitable Charge. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This Equitable Charge is contained in Statutory Right of Way BV537392 to BV537392, and grants to the City of Port Moody an equitable charge over the Land for the full payment to the City of the Maintenance Charge set out in the Statutory Right of Way, which is only binding upon the common property of a strata corporation, not the strata units.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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310-HOME (4663)

realestate@spagslaw.ca

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Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BV537392 to BV537393

Charge BV537392 to BV537393 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge grants to the City of Port Moody the right to enter over, on, in and under the Land for the purposes of maintaining, repairing, and monitoring the open spaces, west entry feature, habitat enhancement area, public art and walkway surfaces within the development, and to do all acts which in the opinion of the City are incidental to the foregoing.

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24 DEC 2003 09 27

BV537393

19 26

BV537392
LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 10 pages

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

2#

Joscelyn Baker, Corporate Counsel
Polygon Klahanie Development Ltd.
Suite 900 – 1333 West Broadway
Vancouver, British Columbia, V6H 4C2
604-877-1131

Pamela Hunken
Signature of Agent
**West Coast
Client # 10350**

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*(PID) (Legal Description)

13

Lot 1, District Lots 190 and 235, Gp 1, NWD,

Plan BCP 8948

LOT 3, District Lots 190, 233 and 235, Gp 1,
NWD,

Plan BCP 8948

3. NATURE OF INTEREST:*(DESCRIPTION)

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

88 03/12/24 09:28:00 03 LM
CHARGE

509861
\$110.00

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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation Number 636904)

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

CITY OF PORT MOODY, a Municipal Corporation having its offices at 100 Newport Drive, Port Moody, British Columbia, V3H 3E1

SURVEY DEPT.

General Instrument - Part 1


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 Transferor(s) 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


Party(ies) Signature(s)

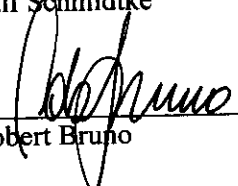


Joscelyn Baker
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, BC
V6H 4C2
604-871-4244
(as to Robert Bruno)

Execution Date		
Y	M	D
03	12	17
03	12	17
03	12	18
03	12	18

Polygon Klahanie Development Ltd. by its authorized signatories



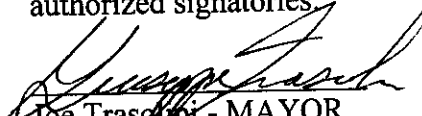
Ralf Schmidtke


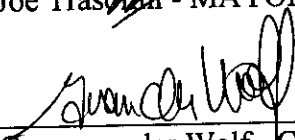
Robert Bruno



Kelly Head
A Commissioner for Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 5C3

City of Port Moody by its authorized signatories:



Joe Trasolini - MAYOR


Gerry van der Wolf- 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.

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

LAND TITLE ACT
FORM E

SCHEDULE Page 3 of 10 pages
ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON
THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

3. NATURE OF INTEREST:*
DESCRIPTION

DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)

Statutory Right of Way for
Maintenance and Repair

Page 5, Section 1

Transferee, City of Port
Moody

Equitable Charge

Pages 7 and 8,
Section 6

Transferee, City of Port
Moody

Terms of Instrument—Part 2**STATUTORY RIGHT OF WAY AND EQUITABLE CHARGE
OPEN SPACE, HABITAT ENHANCEMENT AND OTHER AREAS**

THIS AGREEMENT dated for reference December 16, 2003 is

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. No. 636904)
900 – 1333 West Broadway
Vancouver, BC, V6H 4C2

(the "Owner")

AND:

CITY OF PORT MOODY
City Hall, 100 Newport Drive,
P.O. Box 36
Port Moody, B.C., V3H 3E1

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the lands in Port Moody, British Columbia, referenced in Item 2 of the General Instrument, Part 1 to which these Terms of Instrument Part 2 are attached, which are individually and collectively referred to as the "Land".
- B. It is proposed that the Land be developed into a master planned community consisting of not more than 1,148 residential units in Comprehensive Development Zones 28 and 29. The Land will be subdivided into approximately 11 lots of which approximately 10 will be developed as strata subdivisions.
- C. The City and the Owner have entered into an agreement registered as Covenant BT30447 (the "Development Covenant") against title to the Land, which requires in part that the Owner construct open spaces, a west entry feature, a habitat enhancement area, public art, and walkway surfaces within greenways (the "Open Space, HEA and Other Areas"). That Covenant specifies that the Open Space, HEA and Other Areas will be maintained by the City upon expiry of the Owner's maintenance period in that agreement, and that the Owner, including all of the Owner's successors in title, will contribute funds to the City to be used by the City

for the maintenance, repair and monitoring of the Open Space, HEA and Other Areas.

- D. This Statutory Right of Way is necessary for the operation and maintenance of the City's undertaking.

NOW THEREFORE in consideration of the premises, of the sum of ONE DOLLAR (\$1.00) receipt of which from the City is hereby acknowledged by the Owner and other good and valuable consideration THE PARTIES AGREE AS FOLLOWS:

1. Grant of Statutory Right of Way to City for Maintenance and Repair

1. The Owner grants in perpetuity to the City the right at all times to:
 - 1.1. enter over, on, in and under the Land for the purposes of maintaining, repairing, and monitoring the Open Space, HEA and Other Areas and doing all other things deemed by the City to be reasonably necessary for the safe use and preservation of the Statutory Right of Way;
 - 1.2. bring on to the Statutory Right of Way all materials and equipment it requires or desires for any of the foregoing purposes;
 - 1.3. clear the Statutory Right of Way and keep it clear of anything which in the opinion of the City constitutes or may constitute an obstruction to the use of the Statutory Right of Way or to the Open Space, HEA and Other Areas;
 - 1.4. cross over the Land for reasonable access to the Statutory Right of Way and make reasonable ancillary use of the Land in respect of the purposes set out in subsection 1 (a); and
 - 1.5. do all acts which in the opinion of the City are incidental to the foregoing.

2. City's Covenant to Limit Use of Statutory Right of Way to Certain Areas

2. Notwithstanding section 1 of this Agreement, the City covenants with the Owner that the City will not exercise its rights in connection with this Agreement other than within those portions of the Land described as follows:
 - 2.1. the area shown in Plan BCP 7648, being the West Entry Feature area;
 - 2.2. the areas defined as Open Space and Habitat Enhancement Area, pathway surfaces in the Greenways as described in Section 42 and Schedule A of the Development Covenant and any amendments thereto, and as varied through development authorizations and development variance permits issued by the City; and

- 2.3. that 413 metres square area shown outlined in heavy black on a plan dated Nov. 14, 2003, a reduced copy of which is attached as Schedule "A".
3. Upon receipt of a reference or explanatory plan suitable for registration at the Land Title Office depicting the areas referenced in section 2.2 of this Agreement, the parties agree to modify this Agreement such that it is released except with respect to those areas listed in section 2. The Owner will pay the costs of preparation and registration of the release.

4. Owner's Agreements

4. The Owner will:

- 4.1. not do or permit to be done any act or thing which in the opinion of the City might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the Statutory Right of Way or to the Open Space, HEA and Other Areas;
- 4.2. trim or, if necessary, cut down any tree or other growth on the Lands which in the opinion of the City constitutes or may constitute a danger or obstruction to those using the Statutory Right of Way or to the Open Space, HEA and Other Areas;
- 4.3. execute all further documents and things whatsoever for the better assuring unto the City of the Statutory Right of Way hereby granted;
- 4.4. pay to the City on an annual basis the sum which is equal to \$24 per dwelling unit located on the Land, or such other amount as the parties may agree upon in writing from time to time (the "Maintenance Charge") for the City to use in accordance with section 5 of this Agreement, provided that the Owner will no longer be required to pay the Maintenance Charge upon the City having accumulated a total of \$260,000 plus the Annual Vancouver Consumer Price Index for inflation commencing January 1, 2003, or such other amount as the parties may agree upon in writing from time to time, after payment of any or all expenses paid to that point in time and used by the City for the maintenance, repair and monitoring of the Open Space, HEA and Other Areas.

5. City's Agreements

5. The City will:

- 5.1. maintain and repair the Open Space, HEA and Other Areas and do all other things deemed by the City to be reasonably necessary for the safe use and preservation of the Open Space, HEA and Other Areas;

- 5.2. rake up all rubbish and debris it creates in order to leave the Statutory Right of Way in a reasonably neat and clean condition;
- 5.3. exercise the utmost care not to damage the Land or any improvement on the Land and if the City should cause any such damage restore such damaged Land or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or where the City deems restoration to be impractical reimburse the Owner for all damage the City has caused but not restored;
- 5.4. not be unreasonable in its opinions herein;
- 5.5. use the Maintenance Charge to carry out the maintenance, repair and monitoring of the Open Space, HEA and Other Areas pursuant to this Agreement;
- 5.6. set aside such amount of the Maintenance Charge collected as may be in excess of the City's costs of carrying out such maintenance, repair and monitoring, plus interest earned thereon, until such time as a total of \$260,000 plus the Annual Vancouver Consumer Price Index for inflation commencing January 1, 2003 has been accumulated, or such other amount as the parties may agree upon in writing from time to time (the "Self-Sustaining Maintenance Fund"), whereupon the City will notify the Owner that the Maintenance Charge payments are no longer required;
- 5.7. use the Self-Sustaining Maintenance Fund for the purposes of maintaining, repairing and monitoring the Open Space, HEA and Other Areas; and
- 5.8. upon request, provide a statement of amounts collected and spent with respect to the Maintenance Charge and the Self-Sustaining Maintenance Fund.

6. Equitable Charge

6. The Owner hereby grants to the City an equitable charge over the Land for the full payment to the City of the Maintenance Charge required to be paid by the Owner to the City hereunder and the Owner and the City agree that:

- 6.1. the equitable charge will be enforceable by a court appointed receiver for the Land, and such receiver will have authority to pay the City the sums hereby secured from the funds of the strata corporation from time to time and also will have authority to make and enforce payment of special assessments against all strata lot owners to settle the City's claims; and

6.2. upon subdivision of the Land by deposit of a strata plan in accordance with the *Strata Property Act*, this equitable charge will attach to and charge the common property of the strata corporation, and this Agreement will not run with the strata lots created by the deposit of the strata plan and will be discharged from title to such strata lots and the City hereby acknowledges and consents to such release. In furtherance of and to evidence such release, the City agrees to execute and deliver to the strata corporation a partial discharge of this Agreement from title to the strata lots in registrable form provided that such discharge is prepared and registered at the strata corporation's expense. Upon such discharge, this equitable charge will run with the common property and be binding upon the strata corporation.

7. Indemnity of City by Owner

7. The Owner indemnifies, saves harmless, releases and forever discharges the City from and against all manner of actions, causes of action, claims, debts, suits, demands and promises whatsoever at law or at equity, whether known or unknown, which the Owner now has or may at any time have by reason of the granting, existence or use of the Statutory Right of Way or of the Open Space, HEA and Other Areas save and except for negligence by the City.

Miscellaneous

8. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the City Director of Planning and Development Services or his or her delegate authorized as such in writing.

9. The Owner hereby releases, indemnifies and saves the City and its officers, employees, agents and elected officials harmless from and against any matter or claim, whether known or unknown, which has arisen or may arise as a result, directly or indirectly, of the granting, registration, existence, requirements or issuance of this Agreement.

10. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

11. Except as set out in section 5.2 of this Agreement, every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land, and this

Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

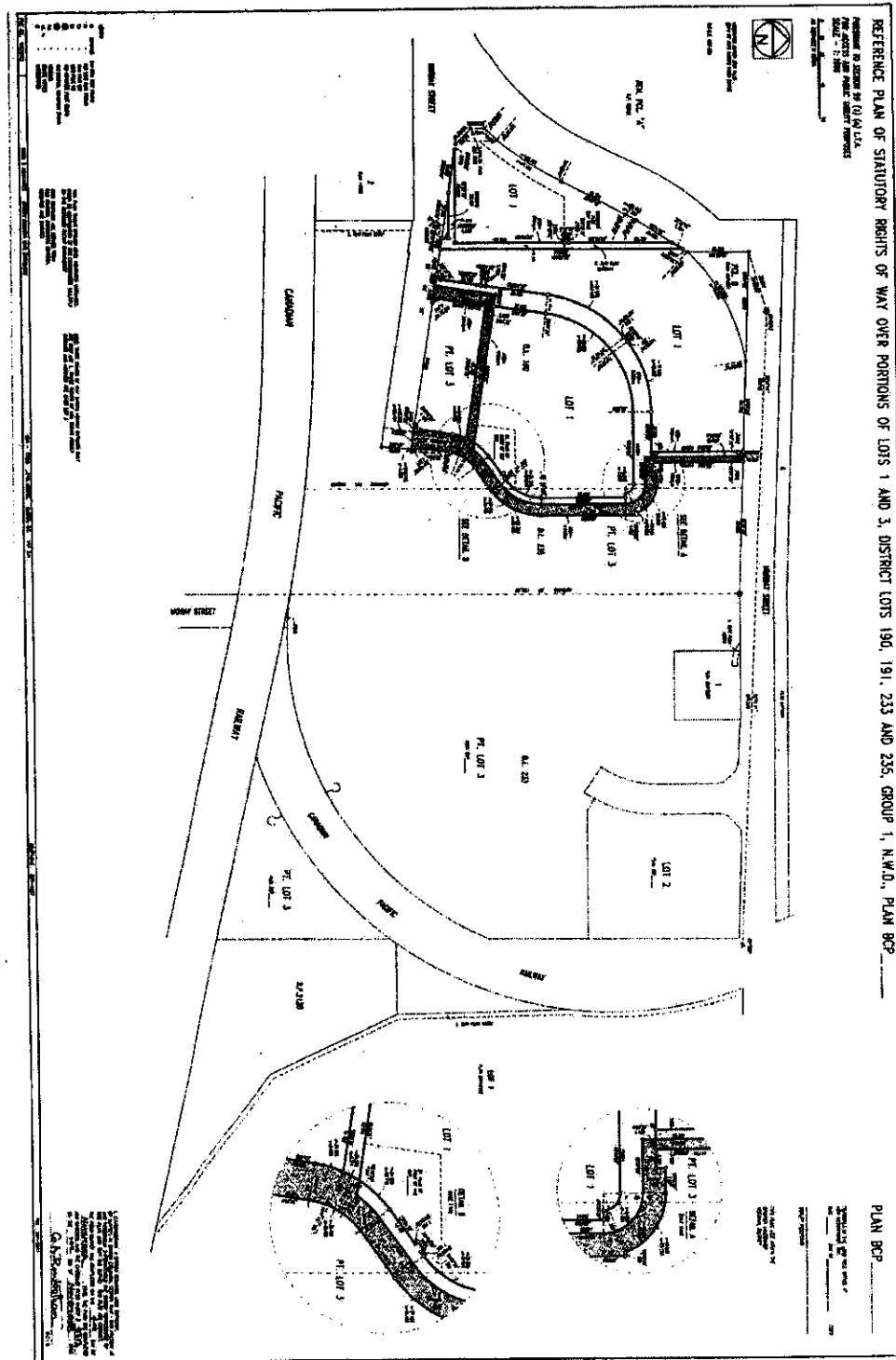
12. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators, but the parties agree that the Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

13. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

14. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"



END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BV537396 to BV537397

Charge BV537396 to BV537397 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge is in favour of the Province of B.C. and the City of Port Moody, and is commonly referred to as a flood plain covenant. All structures must be built above a certain level, and any further subdivision of the Lands may not occur without permission of the Province of B.C. and the City of Port Moody.

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09 27

BV537396

24 DEC 2003 09 28

BV537397

LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 10 pages

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

Joscelyn Baker, Corporate Counsel
Polygon Klahanie Development Ltd.
Suite 900 - 1333 West Broadway
Vancouver, British Columbia, V6H 4C2
604-877-1131

Pam Henken
Signature of Agent

**West Coast
Client # 10350**

2 #

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (Legal Description)

SEE SCHEDULE

3. NATURE OF INTEREST: *

DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)

SEE SCHEDULE

88 03/12/24 09:28:57 03 LM 509861
CHARGE \$110.00

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): *

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation Number 636904) (as to the Section 219 Covenant)

IPSCO ONTARIO INC. (Incorporation Number 338907-3) (as to the Priority Agreement)

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

CITY OF PORT MOODY, a Municipal Corporation having its offices at 100 Newport Drive, Port Moody, British Columbia, V3H 3E1 (as to the Section 219 Covenant and Priority Agreement) and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Water, Land and Air Protection, Parliament Buildings, Victoria, British Columbia, V8V 1X5 (as to the Section 219 Covenant and Priority Agreement)

SURVEY DEPT.

2 #

General Instrument - Part 1

7. ADDITIONAL OR MODIFIED TERMS:*

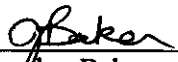
N/A

8. EXECUTION(S): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) 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)

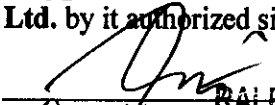
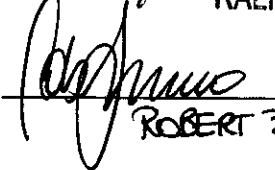
Execution Date

Party(ies) Signature(s)

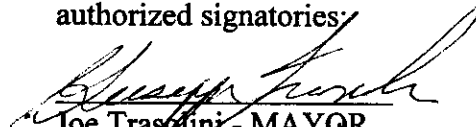
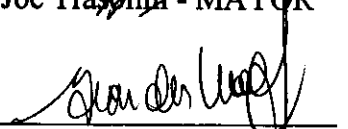

 Jocelyn Baker
 Barrister & Solicitor
 900 - 1333 West Broadway
 Vancouver, BC
 V6H 4C2
 604-871-4244


Y	M	D
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03	12	10
03	12	18
03	12	18
03	12	11
03	12	11

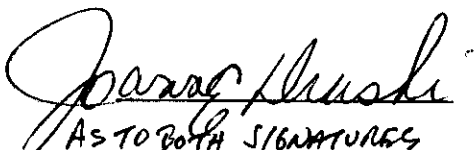
Polygon Klahanie Development Ltd. by it authorized signatories


 RALF SCHMIDTKE

 ROBERT BRUNO

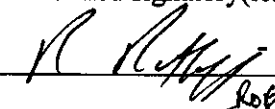

City of Port Moody by its authorized signatories:


 Joe Trascini - MAYOR

 Gerry van der Wolf - CITY CLERK


 Kelly Head
 A Commissioner for Taking Affidavits
 for British Columbia
 100 Newport Drive
 Port Moody, B.C. V3H 5C3


 AS TO BOTH SIGNATURES
 OFFICIAL SEAL
 JOANNE C. DRASKI
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 10-23-2005
 650 WARRAVILLE ROAD
 SUITE 500
 Lisle, Illinois 60532
 (630) 810-4800

IPSCO ONTARIO INC. by its authorized signatory(ies):


 ROBERT CATLIFF

 GEORGE VALENTINE

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.

LAND TITLE ACT
FORM E

SCHEDULE

Page 3 of 10 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)	(LEGAL DESCRIPTION)
no PID available	LOT 3, District Lots 190, 233 and 235, Gp 1, NWD, Plan BCP <u>8948</u>

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Land Title Act Covenant	Entire Instrument	City of Port Moody and Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Water, Land and Air Protection
Priority Agreement granting Section 219 Covenant <u>BV537396</u> priority over Mortgage BT393243 extended by BV537379 and Assignment of Rents BT393244 extended by <u>BV537380</u>	Page 9	City of Port Moody and Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Water, Land and Air Protection

**TERMS OF INSTRUMENT – PART II
SECTION 219 LAND TITLE ACT**

WATER MANAGEMENT COVENANT

THIS AGREEMENT dated as of the 18 day of December, 2003.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation Number 636904), a company incorporated under the laws of the Province of British Columbia, having an office at 900 – 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(the “Grantor”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF THE BRITISH COLUMBIA, represented by the Minister of Water, Land and Air Protection, Parliament Buildings, Victoria, British Columbia, V8V 1X5

(the “ Province”)

AND:

CITY OF PORT MOODY, a Municipal Corporation under the *Local Government Act* of the Province of British Columbia, and having its Municipal Offices at 100 Newport Drive, Port Moody, British Columbia, V3H 3E1

(the “City”)

AND:

IPSCO ONTARIO INC., a company incorporated under the laws of Canada, having a mailing address of 650 Warrenville Rd., Suite 500, Lisle, Illinois, USA, 60532

WHEREAS:

A. The Grantor is the registered owner in fee simple of the certain parcel of land situated in the City of Port Moody, British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (“Lot 3”), which Lot 3 is shown on a plan

of subdivision completed and certified correct on the 6th day of November, 2003, by G.A. Rowbotham, a British Columbia Land Surveyor, a reduced copy of which is attached hereto as Schedule "A";

B. Section 82 of the *Land Title Act* provides that where the lands in question are or would likely be subject to flooding, the consent of the Minister of Water, Land and Air Protection is required before an approving officer may approve such a subdivision;

C. Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant in favour of the Province and a municipality that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that on consideration of the sum of \$1.00 of lawful money of Canada and other good and valuable consideration paid by the Province and the City to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Province and the City under Section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. The Grantor is aware of and, on behalf of itself and its successors and assigns, hereby acknowledges that a portion of Lot 3 is on the fringe of the sea's floodplain, and that with respect to that portion, there is a potential for flood danger.
2. The Grantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with each of the Province and the City, as a covenant in favour of each of the Province and the City pursuant to Section 219 of the *Land Title Act*, it being the intention of the Grantor that the provisions hereof be annexed to and run with and be a charge upon Lot 3, that:
 - 2.1 Hereafter, no area used for habitation shall be located within any building, mobile home or unit, or modular home or structure at an elevation such that the underside of the wooden floor system or top of concrete slab is less than three point five (3.5) metres Geodetic Survey of Canada datum.

In this agreement "area used for habitation" means any room or space within a building or structure which may be used for human occupancy, commercial sales, business or storage of goods.

In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation.

2.2 The required elevation shall be achieved as follows:

- a) if the ground level is not lower than one point five (1.5) metres below the Flood Construction Level ("FCL") either by placing adequately compacted landfill or by structural means or by a combination of both;
- b) if the ground level is lower than one point five (1.5) metres below the Flood Construction Level ("FCL"), by placing adequately compacted fill up to one point five (1.5) metres below the Flood Construction Level ("FCL"), and then raising by one of the methods described in a) above.

No area below the required elevations shall be used for the installation of furnaces or other fixed equipment damageable by floodwater. Where landfill is used to raise the natural ground elevation, the face of the landfill slope shall be adequately protected against erosion from flood flows and wave action.

3. Under no circumstances shall any enclosed area (with the exception of parking garages and entrance foyers [including stairs] not exceeding eleven (11) square metres per dwelling unit) be wholly or partly built below the FCL with an internal height (measured to the underside of the structural floor or roof) of more than one point five (1.5) metres.
4. The Grantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that the Province and the City do not represent to the Grantor, nor to any other person that any building, modular home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on Lot 3 will not be damaged by flooding or erosion and the Grantor on behalf of itself and its heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the Province:
 - 4.1 agrees to indemnify and to save harmless the Province and the City and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Province and the City or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenants or agreement on the part of the Grantor or its heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to Lot 3, or to any building, modular home or unit, improvement,

chattel or other structure, including the contents of any of them, built, constructed or placed on Lot 3 caused by the flooding, erosion or some such similar cause; and

- 4.2 does remise, release and forever discharge the Province and the City and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of its heirs, executors, administrators, successors and assigns may have against the Province and the City and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to Lot 3, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on Lot 3, caused by flooding, erosion or some such similar cause.
5. Subject to the provisions of Section 219 of the *Land Title Act*, the Grantor's covenants contained in this Agreement shall burden and run with Lot 3 and shall enure to the benefit of and be binding upon the Grantor, its heirs, executors, administrators, successors and assigns and the province and the City and their assigns.
6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Province and the City in relation to the Grantor, including its heirs, executors, administrators, successors and assigns, or Lot 3 under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Province and the City as if this Agreement had not been made by the parties.
7. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the Province and the City to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against Lot 3 save and except those in favour of the Province and the City and those specifically approved in writing by the Province and the City.
8. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.
9. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
10. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

11. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
12. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
13. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
14. Every reference to the Minister of Water, Land and Air Protection in this Agreement shall include the Minister of Water, Land and Air Protection, the Deputy Minister of Water, Land and Air Protection and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.
15. Notwithstanding anything contained herein, neither the Grantor nor any future owner of Lot 3 or any portion thereof shall be liable under any of the covenants and agreements contained herein to the extent such liability arises by reason of an act or omission occurring after the Grantor or any such future owner ceases to have any further interest in Lot 3.
16. Every reference to a party to this Agreement is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows.
17. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.

18. IPSCO ONTARIO INC., in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with Lot 3 and against the Lot 3 in priority to Mortgage No. BT393243 ^{and extended by BV537379} and Assignment of Rents No. BT393244 ^{and extended by BV537380} registered in the Vancouver/New Westminster Land Title Office in favour of IPSCO ONTARIO INC. in the same manner and to the same effect as if this Agreement and the Covenant herein granted had been dated, granted and registered prior to the Mortgage and Assignment of Rents.

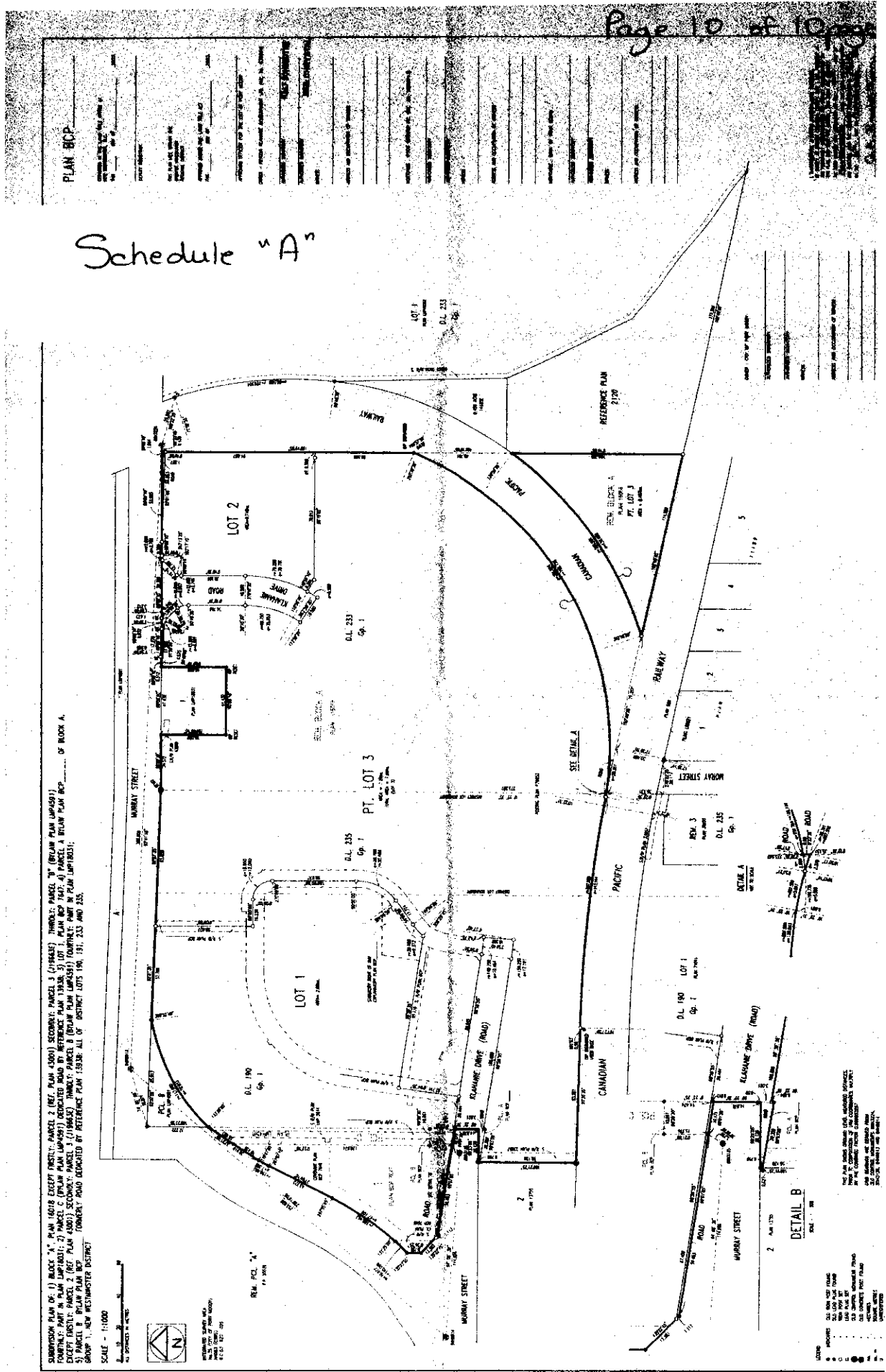
IN WITNESS WHEREOF the parties have executed this Agreement on the forms constituting the General Instrument Part 1, which are a part hereof, as of the date first above written.

THIS IS THE INSTRUMENT CREATING THE CONDITION OR COVENANT ENTERED INTO UNDER SECTION 219 OF THE *LAND TITLE ACT* BY THE REGISTERED OWNER(S) REFERRED TO HEREIN AND SHOWN ON THE PRINT OF THE PLAN ANNEXED HERETO AND INITIALED BY ME.



APPROVING OFFICER

Page 10 of 10



COMPREHENSIVE PLAN NO. 1, BLOCK "A", PLAN 45018 EXCEPT PORTION PARCELS 2, 3 (REF. PLAN 43003) EXCEPT PARCELS 1, 2 (REF. PLAN 43003) PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BW478118 to BW478121

Charge BW478118 to BW478121 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge is an easement in favour of owners of Lot 4, Lot 1, Lot 2 and Lot 3 Remainder (the "Grantees" as owners of the "Dominant Tenement"). The Lot 6 Owner and the Grantees plan to develop Lot 6 and the Dominant Tenement (collectively, the "Lands") into a series of residential or mixed use buildings to be located on the Lands. Each of Lot 1, Lot 2 and Lot 4 shall be subdivided into strata lots and Lot 3 Remainder into multiple legal parcels and further into strata lots. Lot 6 Owner and the Grantees agree to allow the owners of the strata lots and other units to use the amenity facilities to be known as the "Canoe Club" including, clubhouse, concierge, suite, outdoor pool, washrooms, patio (the "Amenity Facilities") to be constructed by Lot 6 Owner on Lot 6 for the use and benefit of all the owners. Lot 6 Owner grants access to Lot 6 to use, maintain, operate, relocate, renew, repair, replace the Amenity Facilities and to develop, install, and maintain electrical, water, sewer and natural gas ("Utility Services"). Lot 6 Owner and the Grantees shall maintain the Amenity Facilities and take out liability insurance in the amount not less than \$5,000,000. Lot 6 Owner may temporarily restrict the use of Lot 6 by any of the Grantees in specified circumstances.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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19 OCT 2004 10 36

BW478121

BW478118

LAND TITLE ACT

FORM C

[Section 233]
Province of
British Columbia

4#15

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 30 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

West Coast
Client # 10350

FRASER MILNER CASGRAIN LLP
Barristers & Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460

signature of applicant, applicant's solicitor or agent

Peg Forrester

(a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

NPA

LOT 6 DISTRICT LOTS 233 and 235 GROUP 1 NWD PLAN 13958

NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

14 04/10/19 10:36:11 05 LM 575829
CHARGE \$259.00

SURVEY DEPT.

S. 219
PR. AG. X2

8/

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.

XX

Annexed as Part 2

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 the 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):*

SEE SCHEDULE

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

SEE SCHEDULE

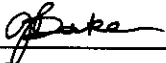
7. ADDITIONAL OR MODIFIED TERMS: *

N/A

GENERAL INSTRUMENT - PART 1

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) 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)



Print Name
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

(as to both signatures)

Execution Date

Y	M	D
04		
	10	13
04	10	13

Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. as registered owner of Lot 6 Plan BCP 13958 by its authorized signatory(ies):

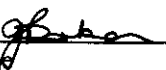


Print Name **RALF SCHMIDTKE**



Print Name **ROBERT BRUNO**

Officer Signature(s)



Print Name
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

(as to both signatures)

Execution Date

Y	M	D
04		
	10	13
04	10	13

Transferee(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. as registered owner of Lots 1 and 2, both of Plan BCP8948 by its authorized signatory(ies):

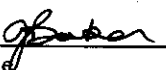


Print Name **RALF SCHMIDTKE**



Print Name **ROBERT BRUNO**

Officer Signature(s)



Print Name
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

(as to both signatures)

Execution Date

Y	M	D
04		
	10	13
04	10	13

Transferee(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. as registered owner of Lot 3 Except Part in Plan BCP 13958, Plan BCP8948 and Lot 4 Plan BCP 13958 by its authorized signatory(ies):



Print Name **RALF SCHMIDTKE**



Print Name **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

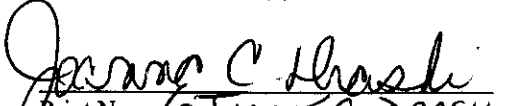
* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)


Print Name JOANNE C. DRASKI

IPSCO INC.
650 WARRENVILLE ROAD
SUITE 500
LISLE, IL 60532

(as to both signatures)

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-23-2005

OFFICER CERTIFICATION: 630-810-4749

Your signature constitutes a representation that you are 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


Execution Date

Y	M	D
04	10	06

Transferor(s) Signature(s)

IPSCO SASKATCHEWAN INC. by
its authorized signatory(ies):


Print Name GREG MAINDONALD


Print Name DAVE S. SUTHERLAND

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Print Name

Y	M	D
04		

THE BANK OF NOVA SCOTIA by
its authorized signatory(ies):

Print Name

Print Name

(as to both signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Print Name

Y	M	D
04		

**CANADIAN IMPERIAL BANK OF
COMMERCE** by its authorized
signatory(ies)

Print Name

Print Name

(as to all signatures)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)


Print Name

Kelly Kenney
A Commissioner for Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 3E1

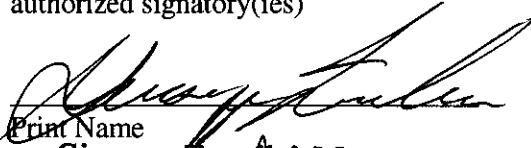
(as to the both signatures)

Execution Date

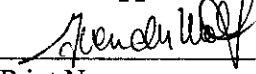
Y	M	D
04	10	14

Transferor(s) Signature(s)

CITY OF PORT MOODY by its
authorized signatory(ies)


Print Name

Giuseppe Trasolini, Mayor


Print Name

GERRY van der WOLF, CITY CLERK

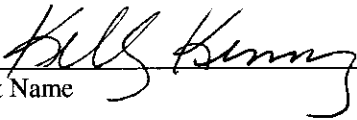
OFFICER CERTIFICATION:

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)



Print Name

Kelly Kenney
A Commissioner for Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 3E1

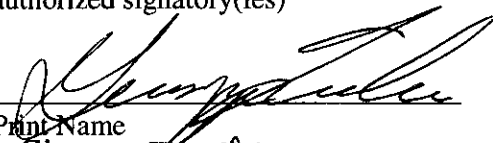
(as to the both signatures)

Execution Date

Y	M	D
04	10	14

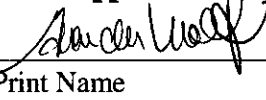
Transferee(s) Signature(s)

CITY OF PORT MOODY by its
authorized signatory(ies)



Print Name

Giuseppe Trasolini, Mayor



Print Name

GERRY van der WOLF, 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.

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

BW478118

Easement over Lot 6 District Lot 190 Group 1, NWD, Plan BCP 13958

Pages 13 - 15 , Para. 1.0

Transferee as registered owner of:
PID 025-836-277 Lot 1,
PID 025-836-285: Lot 2
PID 025-836-293 Lot 3, Except Part In
Plan BCP 13958 , all of DL 190, 233,
and 235, Gp 1, NWD, Plan BCP8948
PID: NPA
Lot 4, DL 190, Group 1, Gp 1, NWD, Plan
BCP 13958

BW478119

Covenant (Section 219 LTA) Page 25, Para. 10.2

Transferee

BW478120

PRIORITY AGREEMENT
granting Easement BW478118
and Covenant BW478119
priority over Mortgage BT393243 as
extended by BV537379 and
Assignment of Rents BT393244 as
extended by BV593380

Page 27

Transferee

BW478121

~~**PRIORITY AGREEMENT**
granting Easement _____ and
Covenant _____ priority over
Mortgage BW139544 and
Assignment of Rents BW139545~~

~~Page 28~~

~~Transferee~~

~~**PRIORITY AGREEMENT**
granting Easement _____ and
Covenant _____ priority over
Mortgage BW137890 and
Assignment of Rents BW137891~~

~~Page 29~~

~~Transferee~~

PRIORITY AGREEMENT
granting Easement BW478118 and
Covenant BW478119 priority over
Equitable Charge BV537393

Page 30

Transferee

5. TRANSFEROR(S):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904) of Suite 900, 1333 West Broadway,
Vancouver, British Columbia V6H 4C2

IPSCO SASKATCHEWAN INC. , THE BANK OF NOVA SCOTIA,

~~**CANADIAN IMPERIAL BANK OF COMMERCE**~~ and **THE CITY OF PORT MOODY**

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 9

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

6. **TRANSFeree(S):** [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904) of Suite 900, 1333 West Broadway,
Vancouver, British Columbia V6H 4C2

CITY OF PORT MOODY, a municipal corporation under the Local Government Act of the Province of
British Columbia and having an address at 100 Newport Drive, Box 36, Port Moody, British Columbia, V3H 3E1

**PART TWO - TERMS OF INSTRUMENT
EASEMENT AGREEMENT
AMENITY FACILITIES (CANOE CLUB)**

THIS INDENTURE dated for reference this 15 day of October, 2004

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904), a company incorporated under the laws of British Columbia, having an office at Suite 900, 1333 West Broadway, Vancouver, British Columbia V6C 4C2

("Lot 6 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904), a company incorporated under the laws of British Columbia, having an office at Suite 900, 1333 West Broadway, Vancouver, British Columbia V6C 4C2

("Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904), a company incorporated under the laws of British Columbia, having an office at Suite 900, 1333 West Broadway, Vancouver, British Columbia V6C 4C2

("Lot 2 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904), a company incorporated under the laws of British Columbia, having an office at Suite 900, 1333 West Broadway, Vancouver, British Columbia V6C 4C2

("Lot 3 Remainder Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD. (Reg. No. 636904), a company incorporated under the laws of British Columbia, having an office at Suite 900, 1333 West Broadway, Vancouver, British Columbia V6C 4C2

("Lot 4 Owner" and together with Lot 1 Owner, Lot 2 Owner and Lot 3 Remainder Owner, the "Beneficiaries")

WHEREAS:

A. Lot 6 Owner is the owner in fee simple of all and singular those lands and premises situated in the City of Port Moody, in the Province of British Columbia (the "City") and more particularly known and described as:

PID: NPA

Lot 6 District Lots 233 and 235 Group 1 NWD Plan BCP 13958

("Lot 6").

B. Lot 1 Owner is the owner in fee simple of all and singular those lands and premises situated in the City and more particularly known and described as:

PID: 025-836-277

Lot 1 District Lots 190 and 235 Group 1 NWD Plan BCP8948

("Lot 1").

C. Lot 2 Owner is the owner in fee simple of all and singular those lands and premises situated in the City and more particularly known and described as:

PID: 025-836-285

Lot 2 District Lot 233 Group 1 NWD Plan BCP8948

("Lot 2").

Amenity Facilities

505569-000100-575813v3

D. Lot 3 Remainder Owner is the owner in fee simple of all and singular those lands and premises situated in the City and more particularly known and described as:

PID: 025-836-293
Lot 3, Except Part In Plan BCP 13958,
District Lots 190, 233 and 235 Group 1 NWD Plan BCP8948

("Lot 3 Remainder").

E. Lot 4 Owner is the owner in fee simple of all and singular those lands and premises situated in the City and more particularly known and described as:

PID: NPA
Lot 4 District Lot 190 Group 1 NWD Plan BCP 13958

("Lot 4" and together with Lot 1, Lot 2 and Lot 3 Remainder, the "Dominant Tenement").

F. Although no formal commitments have been made or timetable developed Lot 6 Owner, as owner of Lot 6, and the Beneficiaries, each as owner of part of the Dominant Tenement, plan to develop Lot 6 and the Dominant Tenement (together the "Lands") into a series of residential or mixed use buildings to be located on the Lands.

G. Each of Lot 1, Lot 2 and Lot 4 will be further subdivided pursuant to the provisions of the *Strata Property Act* into strata lots.

H. Lot 3 Remainder will be further subdivided into multiple legal parcels, each of which will be subdivided again pursuant to the provisions of the *Strata Property Act* into strata lots.

I. Lot 6 Owner, as owner of the Lot 6, and the Beneficiaries, each as owner of part of the Dominant Tenement have agreed that, as part of any development of the Lands, it is desirable to allow all owners from time to time of any strata lots or other units located on the Lands from time to time to use the amenity facilities to be known as the "Canoe Club" including, clubhouse, concierge suite, lounge, great room, kitchen, exercise room, changing rooms, multipurpose room(s), minigym, "theatre" room, outdoor pool, outdoor hot tub, washrooms, patio, storage areas, and garden area including both hard and soft landscape features together with the related facilities, improvements, and services (the "Amenity Facilities") to be

Amenity Facilities

505569-000100-575813v3

constructed by Lot 6 Owner on Lot 6 for the use and benefit of the all owners from time to time of any of the strata lots or other units located on all the Lands from time to time.

J. Lot 6 Owner plans to transfer partial interest in Lot 6 to each of the Beneficiaries, then each of the Beneficiaries intend to enter into a Shared Ownership Agreement regarding the shared ownership of Lot 6.

K. Lot 6 Owner, as owner of Lot 6 has agreed to grant to each of the Beneficiaries, each as owner of part of the Dominant Tenement, easements on the terms and conditions herein contained over Lot 6 for the use and enjoyment of the Amenity Facilities.

L. Lot 6 Owner and each of the Beneficiaries acknowledge that as part of the development approvals obtained from the City for the development of the Lands, the Amenity Facilities are required to be constructed for the benefit of each of the Beneficiaries.

M. The City wishes to ensure that the easements contained herein are not amended or discharged without its consent in writing and that Lot 6 is not used for purposes which would detract from the Amenity Facilities and it is only joined in this Agreement for these purposes.

L. By the provision of Section 219 of the *Land Title Act* R.S.B.C. 1996, Chapter 250, as amended (the "Land Title Act"), there may be registered as annexed to any land, conditions or covenants in favour of the City that the land, or any specified portion thereof, is not to be built upon or is not to be used in a particular manner.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10 and other good and valuable consideration, now paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged) and of the covenants herein contained, the parties agree as follows:

1.0 EASEMENT OVER LOT 6

1.1 General Easement for Amenity Facilities

Lot 6 Owner, as owner of Lot 6, hereby grants, transfers and conveys unto each of the Beneficiaries, each as owner of part of the Dominant Tenement, in perpetuity for the benefit of and to be appurtenant to each parcel forming the Dominant Tenement the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 6 Owner as owner of Lot 6 but subject always to the terms hereof for their successors and assigns

Amenity Facilities

505569-000100-575813v3

and their contractors, licensees, permittees, invitees, agents, servants and workmen:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon Lot 6 without vehicles or equipment other than on designated vehicular roadways or designated visitors parking stall and except for the purposes specified in Section 1.1(b);
- (b) in accordance with Section 4.0 to use, maintain, operate, relocate, renew, repair, replace the Amenity Facilities over, under and upon Lot 6; and
- (c) to do all acts which, in the reasonable opinion of any of the Beneficiaries, each as owners of part of the Dominant Tenement, are necessary and incidental to the use of Lot 6 in the manner set out above.

1.2 Maintenance Easement over Lot 6

Lot 6 Owner, as owner of Lot 6, hereby grants, transfers and conveys unto each of the Beneficiaries, each as owners of part of the Dominant Tenement, in perpetuity for the benefit of and to be appurtenant to each parcel forming the Dominant Tenement, the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 6 Owner, as owner of the Lot 6 but subject always to the terms hereof for their successors and assigns and their contractors, licensees, permittees, invitees, agents, servants and workmen:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon Lot 6 and to use same for the following purposes:
 - (i) to maintain, operate, renew, repair or replace the Amenity Facilities on Lot 6; and
 - (ii) to develop, install, lay down, construct, locate, alter, maintain, operate, relocate, renew, repair and replace on any portion of Lot 6 all services and other utilities including, without limitation, electrical, water, sewer and natural gas (collectively the "Utility Services") required for the Amenity Facilities and to permit the Utility Services to be connected with, join and form part of any similar services provided by governmental authorities or utility companies to any development located on Lot 6;
- (b) to pass and repass as is reasonably required, with or without materials, machinery, supplies, vehicles including trucks or equipment, along, over and upon Lot 6 for the purposes set out in Section 1.2(a); and

Amenity Facilities

505569-000100-575813v3

- (c) to do all acts which in the reasonable opinion of any of the Beneficiaries, each as owners of part of the Dominant Tenement, are necessary and incidental to the use of Lot 6 in the manner set out above.

2.0 **ENJOYMENT OF EASEMENT OVER LOT 6**

2.1 Lot 6 Owner, as owner of Lot 6 covenants and agrees with each of the Beneficiaries, each as owner of part of the Dominant Tenement:

- (a) that each of the Beneficiaries, each as owner of part of the Dominant Tenement performing and observing the terms, covenants and conditions on their part to be performed and observed, shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption on the part of Lot 6 Owner, as owner of Lot 6 or of any person, firm or corporation claiming by, through, under or in trust for Lot 6 Owner, as owner of Lot 6;
- (b) Lot 6 Owner, as owner of Lot 6 will not, except in the case of emergency or temporarily and only in accordance with Section 7.0 to construct, maintain, repair, replace or alter any residential or other buildings or other improvements constructed on Lot 6, interfere with the use of Lot 6 as herein contemplated and the rights herein granted; and
- (c) Lot 6 Owner, as owner of Lot 6 will not materially alter any portion of the Amenity Facilities except in accordance with Section 4.0 without the prior written consent of each of the Beneficiaries, each as owner of part of the Dominant Tenement and which consent may be unreasonably withheld.

3.0

INDEMNITIES

3.1

The parties covenant and agree as follows:

- (a) that Lot 6 Owner as owner of Lot 6, shall indemnify and save Lot 1 Owner, as owner of Lot 1, Lot 2 Owner, as owner of Lot 2, Lot 3 Remainder Owner, as owner of Lot 3 Remainder, and Lot 4 Owner as owner of Lot 4 (referred to hereinafter in this Section 3.1(a) individually as an "Indemnified Party" and collectively as the "Indemnified Parties"), harmless against all loss, damage, costs and liabilities suffered by any of the Beneficiaries, each as owner of part of the Dominant Tenement, including fees of solicitors and other professional advisors arising out of:
- (i) any breach, violation or non-performance by Lot 6 Owner, as owner of Lot 6 of any covenant, term or condition contained in this Agreement; and
 - (ii) any personal injury, death or property damage occurring on Lot 6 caused by Lot 6 Owner in carrying out or failing to carry out the activities or obligations of Lot 6 Owner on Lot 6 by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 6 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by Lot 6 Owner to Lot 1 Owner, Lot 2 Owner, Lot 3 Remainder Owner or Lot 4 Owner at the time the particular Indemnified Party is legally obligated to pay monies to a person suffering losses contemplated by this Section 3.1(a) or upon any one of the Indemnified Parties providing proof of loss suffered by it, as the case may be;
- (b) that Lot 1 Owner, as owner of Lot 1 shall indemnify and save Lot 6 Owner, as owner of Lot 6, Lot 2 Owner, as owner of Lot 2, Lot 3 Remainder Owner, as owner of Lot 3 Remainder, and Lot 4 Owner as owner of Lot 4 (referred to hereinafter in this Section 3.1(b) individually as an "Indemnified Party" and collectively as the "Indemnified Parties"), harmless against all loss, damage, costs and liabilities suffered by any one of the Indemnified Parties, including fees of solicitors and other professional advisors arising out of:
- (i) any breach, violation or non-performance of Lot 1 Owner, as owner of Lot 1, of any covenant, term or condition contained in this Agreement; and

- (ii) any personal injury, death or property damage occurring on Lot 6 caused by Lot 1 Owner in carrying out or failing to carry out the activities or obligations of Lot 1 Owner on Lot 6 by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 1 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by Lot 1 Owner to Lot 6 Owner, Lot 2 Owner, Lot 3 Remainder Owner or Lot 4 Owner at the time the particular Indemnified Party is legally obligated to pay monies to a person suffering losses contemplated by this Section 3.1(b) or upon any one of the Indemnified Parties providing proof of loss suffered by it, as the case may be;

- (c) that Lot 2 Owner, as owner of Lot 2 shall indemnify and save Lot 6 Owner, as owner of Lot 6, Lot 1 Owner, as owner of Lot 1, Lot 3 Remainder Owner, as owner of Lot 3 Remainder, and Lot 4 Owner as owner of Lot 4 (referred to hereinafter in this Section 3.1(c) individually as an "Indemnified Party" and collectively as the "Indemnified Parties"), harmless against all loss, damage, costs and liabilities suffered by any one of the Indemnified Parties, including fees of solicitors and other professional advisors arising out of:
 - (i) any breach, violation or non-performance of Lot 2 Owner, as owner of Lot 2, of any covenant, term or condition contained in this Agreement; and
 - (ii) any personal injury, death or property damage occurring on Lot 6 caused by Lot 2 Owner in carrying out or failing to carry out the activities or obligations of Lot 2 Owner on Lot 6 by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 2 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by Lot 2 Owner to Lot 6 Owner, Lot 1 Owner, Lot 3 Remainder Owner or Lot 4 Owner at the time the particular Indemnified Party is legally obligated to pay monies to a person suffering losses contemplated by this Section 3.1(c) or upon any one of the Indemnified Parties providing proof of loss suffered by it, as the case may be;

- (d) that Lot 3 Remainder Owner, as owner of Lot 3 Remainder shall indemnify and save Lot 6 Owner, as owner of Lot 6, Lot 1 Owner, as owner of Lot 1, Lot 2 Owner, as owner of Lot 2, and Lot 4 Owner as owner of Lot 4 (referred to hereinafter in this Section 3.1(d) individually as an "Indemnified Party" and collectively as the "Indemnified Parties"), harmless against all loss, damage, costs

and liabilities suffered by any one of the Indemnified Parties, including fees of solicitors and other professional advisors arising out of:

- (i) any breach, violation or non-performance of Lot 3 Remainder Owner, as owner of Lot 3 Remainder, of any covenant, term or condition contained in this Agreement; and
 - (ii) any personal injury, death or property damage occurring on Lot 6 caused by Lot 3 Remainder Owner in carrying out or failing to carry out the activities or obligations of Lot 3 Remainder Owner on Lot 6 by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 3 Remainder Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by Lot 3 Remainder Owner to Lot 6 Owner, Lot 1 Owner, Lot 2 Owner or Lot 4 Owner at the time the particular Indemnified Party is legally obligated to pay monies to a person suffering losses contemplated by this Section 3.1(d) or upon any one of the Indemnified Parties providing proof of loss suffered by it, as the case may be;
- (e) that Lot 4 Owner, as owner of Lot 4 shall indemnify and save Lot 6 Owner, as owner of Lot 6, Lot 1 Owner, as owner of Lot 1, Lot 2 Owner as owner of Lot 2 and Lot 3 Remainder Owner, as owner of Lot 3 Remainder (referred to hereinafter in this Subsection 3.1(e) individually as an "Indemnified Party" and collectively as the "Indemnified Parties"), harmless against all loss, damage, costs and liabilities suffered by any one of the Indemnified Parties, including fees of solicitors and other professional advisors arising out of:
- (i) any breach, violation or non-performance of Lot 4 Owner, as owner of Lot 4, of any covenant, term or condition contained in this Agreement; and
 - (ii) any personal injury, death or property damage occurring on Lot 6 caused by Lot 4 Owner in carrying out or failing to carry out the activities or obligations of Lot 4 Owner on Lot 6 by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 4 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by Lot 4 Owner to Lot 6 Owner, Lot 1 Owner, Lot 2 Owner or Lot 3 Remainder Owner at the time the particular Indemnified Party is legally obligated to pay monies to a person suffering losses contemplated

by this Section 3.1(e) or upon any one of the Indemnified Parties providing proof of loss suffered by it, as the case may be;

- (f) that each of the Indemnified Parties will repair all damage to Lot 6 caused by any work done by them, their agents or subcontractors immediately at the conclusion of the work.

4.0 **MAINTENANCE AND OPERATION OF AMENITY FACILITIES**

4.1 The parties covenant and agree:

- (a) that Lot 6 Owner, as owner of Lot 6, and each of the Beneficiaries, each as owner of part of the Dominant Tenement, shall collectively maintain, operate and repair the Amenity Facilities located on Lot 6 to a first class standard in keeping with similar facilities used in conjunction with similar developments in the Greater Vancouver region;
- (b) that any works authorized to be done in respect of all maintenance, relocation, renewal, replacement and repairing of the Amenity Facilities and Lot 6 shall be done in a good and workmanlike manner so as to cause no damage or unnecessary disturbance to Lot 6 and any damage that is caused by any work shall be repaired immediately at the conclusion of the work;
- (c) that they shall clear and remove snow and ice from the driveway and walkway component of the Amenity Facilities;
- (d) that they shall take out or cause to be taken out and keep or cause to be kept in force at all times comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence on Lot 6 to an amount not less than \$5,000,000 and which policy must:
- (i) name Lot 6 Owner as owner of Lot 6, and each of the Beneficiaries, each as owner of part of the Dominant Tenement, as a named insured under the policy;
 - (ii) prohibit the insurer from exercising any rights of subrogation against any named insured; and
 - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions

changed or deleted unless 30-day prior written notice is given to each named insured by the insurer;

- (e) to deliver to each named insured a copy of the insurance policy required pursuant to Section 4.1(d) and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms set out in Section 4.1(d);
- (f) that all costs associated with the maintenance, operation, relocation, renewal, replacement or repair whether direct or indirect of the Amenity Facilities including without limiting the generality of the foregoing all property taxes to the extent any property taxes can be separately determined as being applicable to the Amenity Facilities on Lot 6, levies or special assessments, insurance, management fees, or other salaries payable, maintenance fees, electrical / utility systems, watering and lighting shall be the responsibility of each of the strata corporations existing from time to time on the Dominant Tenement as subdivided pursuant to the *Strata Property Act* or otherwise, and if any of Lot 1, Lot 2, Lot 3 Remainder or Lot 4 is not subdivided pursuant to the *Strata Property Act* or otherwise, the owner or owners, as the case may be, of Lot 1, Lot 2, Lot 3 Remainder or Lot 4 in the following proportions:
 - (i) Lot 1 – 20 (%) percent;
 - (ii) Lot 2 – 12 (%) percent; and
 - (iii) Lot 3 Remainder – 62 (%) percent; and
 - (iv) Lot 4 – 6%,

and which portion shall be paid by each strata corporation in monthly installments on the last day of each and every month;

- (g) that in the event one or more strata corporations created on the subdivision of Lot 1, Lot 2, Lot 3 Remainder or Lot 4 shall amalgamate the proportionate share of the amalgamated strata corporation shall be deemed to be equal to the sum of the proportionate shares which would have been attributed to each and every strata corporation constituting such amalgamation;
- (h) that in the event that following any subdivision of Lot 1, Lot 2, Lot 3 Remainder or Lot 4 or any parcel thereof pursuant to the *Strata Property Act* or otherwise, the developer or owner of all the strata lots thereby created, elects to rent or lease the individual strata lots rather than sell the strata lots to third parties then the proportionate share of the Strata Corporation and the obligations of the Strata

Corporation hereunder shall also be the responsibility of the strata lots comprising the Strata Corporation;

- (i) that management of the Amenity Facilities on Lot 6 including the provision of all accounting and administrative functions shall be the responsibility of a representative committee comprising two representatives appointed by each of the strata corporations created on subdivision of Lot 1, Lot 2, Lot 3 Remainder and Lot 4 pursuant to the *Strata Property Act* or otherwise and failing appointment the representative shall be the chairman and vice chairman of the respective strata councils and if any of Lot 1, Lot 2, Lot 3 Remainder or Lot 4 is not subdivided pursuant to the *Strata Property Act* or otherwise, then the registered owner of Lot 1, Lot 2, Lot 3 Remainder or Lot 4, as the case may be, shall appoint the representatives (the "Management Committee");
- (j) that the Management Committee shall elect a chairman from among its representatives;
- (k) that all decisions of the Management Committee shall be made on the basis of a simple majority vote;
- (l) that each representative on the Management Committee shall have one vote and in the event of a tie the chairman of the Management Committee shall be given an additional vote;
- (m) that the Management Committee shall establish its own rules and procedures governing its conduct but it shall not have the ability to alter:
 - (i) the appointment of representatives;
 - (ii) the voting procedure of the Management Committee;
 - (iii) the apportionment of the costs of maintenance, operation, relocation, renewal or replacement of the Amenity Facilities; or
 - (iv) its duties and obligations set out in this Agreement;
- (n) that without limiting the generality of any of the foregoing the Management Committee is empowered to enter into such agreements and make such rules and regulations as it deems necessary or expedient for the maintenance, operation, relocation, renewal or replacement of the Amenity Facilities and which

agreements, rules and regulations are binding on the strata corporations existing from time to time in respect of the subdivision of Lot 1, Lot 2, Lot 3 Remainder or Lot 4;

- (o) that no strata corporation shall have any by-law or enact any rules or regulations in respect of the Amenity Facilities or Lot 6 which is inconsistent with this Agreement and the rights, licenses, liberties, privileges, easements and rights-of-way herein granted and for greater certainty any by-law, rule or regulation which purports to impose greater or more stringent regulations or rules in respect of Lot 6 or the Amenity Facilities than those established by the Management Committee pursuant to Section 4.1(m) are deemed to be inconsistent for the purposes of this section; and
- (p) that if any of Lot 6 Owner, as owner of Lot 6, or any of the Beneficiaries, each as owner of part of the Dominant Tenement, fails to maintain the Amenity Facilities to a first class standard as required by Section 4.1(a) and Lot 6 Owner, as owner of Lot 6, or one of the Beneficiaries, as owner of part of the Dominant Tenement, exercises, although they are under no obligation to do so, their rights, licenses, liberties, rights of way, privileges and easements granted pursuant to Section 1.2(a)(i) or at law and carries out any maintenance, repair, construction, alteration, renewal or replacement of the Amenity Facilities to ensure the Amenity Facilities are maintained to a first class standard to pay, reimburse and indemnify Lot 6 Owner or the Beneficiary, as the case may be, for all costs and expenses incurred.

4.2 It is acknowledged by Lot 6 Owner, as owner of Lot 6 that nothing contained in Section 4.1 shall obligate any of the Beneficiaries, each as owner of part of the Dominant Tenement, to contribute in any way to the initial construction and installation of the Amenity Facilities all of which is to be undertaken at the sole cost and expense of Lot 6 Owner, as owner of Lot 6.

5.0 **NO OBLIGATION TO CONSTRUCT AMENITY FACILITIES**

5.1 Nothing in this Agreement shall obligate or require Lot 6 Owner, as owner of Lot 6 to develop, install, construct, alter, maintain, operate, relocate, renew, repair and replace the Amenity Facilities at any time except as required pursuant to Section 4.0.

6.0 **UNFETTERED RIGHT TO AMENITY FACILITIES**

6.1 Nothing in this Agreement shall restrict or otherwise impair in any way the ability of Lot 6 Owner, as owner of Lot 6 to develop the Amenity Facilities on Lot 6 in any manner which in its sole unfettered discretion it may determine or deem appropriate. For greater certainty and without restricting the generality of the foregoing, Lot 6 Owner, as owner of Lot 6 may develop and construct the Amenity Facilities and related improvements at such locations, in such manner and at such times on Lot 6, as Lot 6 Owner, as owner of Lot 6 shall see fit without regard to rights, licenses, liberties, privileges, easements and rights-of-way contained in Section 1.0.

7.0 **TEMPORARY RESTRICTION OF RIGHTS LOT 6 EASEMENT AREA**

7.1 Lot 6 Owner, as owner of Lot 6, hereby reserves the right at all times hereafter and from time to time to reasonably and temporarily restrict the use and enjoyment of Lot 6 by any of the Beneficiaries, each as owner of part of the Dominant Tenement, for the purposes of Lot 6 Owner, as owner of Lot 6 or others with its permission for:

- (a) constructing and maintaining water mains, sewers, drains, conduits, lines, ducts, poles, guys, wires, cable and pipes of every kind together with all ancillary appliances and fittings for the purpose of conveying, draining and protecting gas, water, sanitary sewer, storm sewage, liquid waste, electric energy, communication services, gas or any other service or thing that may be so transmitted in any of them in, under, upon or through Lot 6 as Lot 6 Owner, as owner of Lot 6 may require or may deem expedient and altering, extending, removing, repairing, inspecting or replacing the same as Lot 6 Owner, as owner of Lot 6 deems necessary or expedient; and
- (b) constructing, maintaining, repairing or renewing buildings, improvements, above or below grade parking facilities, roadways, driveways and similar developments or ways on Lot 6, provided that Lot 6 Owner, as owner of Lot 6 shall at its cost expeditiously and without interruption repair and replace the Amenity Facilities to the same state and condition as it existed prior to Lot 6 Owner, as owner of Lot 6, carrying out any of the foregoing.

7.2 Any work authorized pursuant to Section 7.1 shall be prosecuted and completed diligently and continuously to minimize any restriction of the use and enjoyment of any part of Lot 6 by any of the Beneficiaries, each as owner of part of the Dominant Tenement.

8.0 DISPUTE RESOLUTION

8.1 If a dispute between the parties is not resolved by negotiation within 10 days of notice of dispute by one party to the others, the parties will submit the dispute within 10 days of the failure of negotiation to a mediator whose expenses will be shared equally by the parties. The mediator will be acceptable to both parties or, if they cannot agree, a mediator will be appointed by the British Columbia International Arbitration Centre.

8.2 If mediation pursuant to Section 8.1 does not result in a resolution of the dispute within 10 days of the commencement of mediation, the parties will submit the dispute within 10 days of the failure of the mediation to arbitration by a single arbitrator whose expenses will be shared equally by the parties. The arbitrator will be acceptable to both parties or, if they cannot agree an arbitrator will be appointed by the British Columbia International Arbitration Centre. The determination of the arbitrator will be conclusive and binding on the parties. The Commercial Arbitration Act of British Columbia or successor legislation will apply to the arbitration.

9.0 MISCELLANEOUS

9.1 It is mutually understood, agreed and declared by and between the parties hereto:

- (a) that this Indenture and the right hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with Lot 6 and that no part of the fee of the soil thereof shall pass to or be vested in any of the Beneficiaries, each as owner of part of the Dominant Tenement, by these presents;
- (b) this Agreement, including all the covenants and conditions herein contained including any obligations or requirements for the payment of monies, shall extend to and be binding upon and enure to the benefit of the successors and assigns of the parties hereto respectively;
- (c) that the expressions Lot 6 Owner and each of the Beneficiaries herein contained shall be deemed to include the executors, administrators, successors, assigns, employees, servants, agents and officers of such parties wherever the context so admits;
- (d) that wherever the singular or masculine is used in this Indenture it shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties so require;

- (e) this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia; and
- (f) should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Indenture and its remaining provisions shall remain in force and be binding on the parties hereto as though the said provision or provisions had never been included.

10.0 SECTION 219 COVENANT

10.1 The parties agree that this Agreement may only be modified or discharged with the consent of the City pursuant to the provisions of Section 219(9) of the Land Title Act.

10.2 By the provisions of Section 219 of the *Land Title Act*, there may be registered as annexed to any land, conditions or covenants in favour of the City that the land, or any specified portion thereof, is to be built upon or not to be built upon or is to be used or not to be used in a particular manner.

10.3 NOW THEREFORE the Grantor and Grantee for themselves, their successors and assigns hereby covenant, promise and agree, pursuant to Section 219 of the *Land Title Act* (it being the intention of the parties hereto that the covenant herein contained shall be annexed to Lot 6) that none of the Lot 6 Owner or any of the Beneficiaries will use any portion of Lot 6 to be used for any purpose which would detract from or interfere with the function of the hereinbefore described Amenities Facilities.

10.4 The Lot 6 Owner and each of the Beneficiaries hereby release, indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising from the granting or existence of this Agreement, from the performance by any of the Lot 6 Owner and the Beneficiaries of this Agreement, or any default of the Lot 6 Owner or any of the Beneficiaries under or in respect of this Agreement.

10.5 The Lot 6 Owner hereby covenants and agrees with the City that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

Amenity Facilities

505569-000100-575813v3

IN WITNESS WHEREOF the parties have executed this Indenture as of the day and year first above written on the *Land Title Act* Form C to which it is attached.

Amenity Facilities

505569-000100-575813v3

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS
IPSCO SASKATCHEWAN INC.**

Mortgage registered under No. BT393243
as extended by BV537379

and

Assignment of Rents registered under No. BT393244
as extended by BV537379

CONSENT

IPSCO Saskatchewan Inc., being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of \$1.00 and other good and valuable consideration (the receipt of which is hereby acknowledged), hereby joins in and consents to the granting of the within Easement and Covenant and doth covenant and agree that the same shall be binding upon its interest in, or charge upon, the said lands and shall be an encumbrance upon the said lands prior to the above-noted Mortgage and Assignment of Rents in the same manner and to the same effect as if it had been, dated and registered prior to the said Mortgage and Assignment of Rents.

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS
THE BANK OF NOVA SCOTIA**

Mortgage registered under No. BW139544
and
Assignment of Rents registered under No. BW139545

CONSENT

The Bank of Nova Scotia, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of \$1.00 and other good and valuable consideration (the receipt of which is hereby acknowledged), hereby joins in and consents to the granting of the within Easement and Covenant and doth covenant and agree that the same shall be binding upon its interest in, or charge upon, the said lands and shall be an encumbrance upon the said lands prior to the above-noted Mortgage and Assignment of Rents in the same manner and to the same effect as if it had been, dated and registered prior to the said Mortgage and Assignment of Rents.

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS
CANADIAN IMPERIAL BANK OF COMMERCE**

Mortgage registered under No. BW137890
and
Assignment of Rents registered under No. BW137891

CONSENT

Canadian Imperial Bank of Commerce, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of \$1.00 and other good and valuable consideration (the receipt of which is hereby acknowledged), hereby joins in and consents to the granting of the within Easement and Covenant and doth covenant and agree that the same shall be binding upon its interest in, or charge upon, the said lands and shall be an encumbrance upon the said lands prior to the above-noted Mortgage and Assignment of Rents in the same manner and to the same effect as if it had been, dated and registered prior to the said Mortgage and Assignment of Rents.

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS
CITY OF PORT MOODY**

Equitable Charge registered under No. BV537393

CONSENT

The City of Port Moody, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of \$1.00 and other good and valuable consideration (the receipt of which is hereby acknowledged), hereby joins in and consents to the granting of the within Easement and Covenant and doth covenant and agree that the same shall be binding upon its interest in, or charge upon, the said lands and shall be an encumbrance upon the said lands prior to the above-noted Equitable Charge in the same manner and to the same effect as if it had been, dated and registered prior to the said Equitable Charge.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BW569458 to BW569463

Charge BW569458 to BW569463 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

The owners (the "Owners") of Lot 1, Lot 3 and Lot 4 (the "Lands") plan to develop the Lands by constructing multi-family developments and subdividing them into strata lots. The Owners agree that it is desirable to create a road (the "Road") to facilitate traffic flow and to ensure access and egress from the public roads. The Road will be located, in part, on all the Lots and each of the Owners have agreed to grant to each of the others an easement with respect to the construction, use, maintenance and repair of the Road. The Owners shall also take out public liability insurance on the easement areas in the amount not less than \$5,000,000. The Owners may temporarily restrict the use and enjoyment of the easement areas by any of the other Owners in specified circumstances.

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2004 14 54

BW569458

16 DEC 2004 14 55

BW569463

LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 28 pages

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

Joscelyn Baker, Corporate Counsel
Polygon Klahanie Development Ltd.
Suite 900 - 1333 West Broadway
Vancouver, BC, V6H 4C2
604-877-1131

J. Baker
Signature of Agent

West Coast
Client # 10250

6 4 15

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (Legal Description)
025-836-277 Lot 1, District Lots 190 and 235, Gp 1, NWD Plan BCP8948

025-836-293 Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Gp 1, NWD Plan BCP8948

14 04/12/16 14:54:50 05 LM 588164
CHARGE \$388.50

026-080-338 Lot 4, DL 190, Gp 1, NWD, Plan BCP13958

3. NATURE OF INTEREST:*

DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)
SEE SCHEDULE

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):*

SEE SCHEDULE

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

POLYGON KLAHANIE DEVELOPMENT LTD., (Incorporation Number 636904), 900 - 1333 West Broadway, Vancouver, BC, V6H 4C2 (as to all interests)

2/2

2

General Instrument - Part 1

7. ADDITIONAL OR MODIFIED TERMS:*
N/A

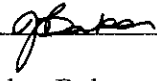
8. EXECUTION(S): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge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

Officer Signature(s)

Execution Date

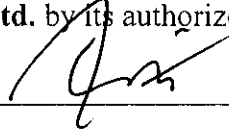
Party(ies) Signature(s)

Y	M	D
04	12	15

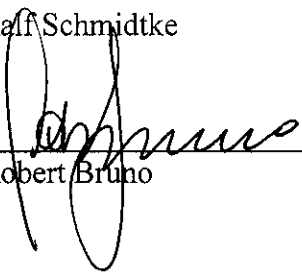


Joscelyn Baker
Barrister & Solicitor
900 – 1333 West
Broadway
Vancouver, BC
V6H 4C2
604-871-4244

Polygon Klahanie Development Ltd. by its authorized signatories



Ralf Schmidtke



Robert Bruno

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.

LAND TITLE ACT
FORM E

SCHEDULE

Page 3 of 28 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

3. NATURE OF INTEREST:*

<i>DESCRIPTION</i>	<i>DOCUMENT REFERENCE (page and paragraph)</i>	<i>PERSON ENTITLED TO INTEREST</i>
Easement over that .254 ha. Part of Lot 1 and that 170 sq.m. Part of Lot 1 shown on Plan BCP8949	p. 7 and p. 8	Dominant Tenement, Registered Owner of PID: 025-836-293 Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Gp 1, NWD Plan BCP8948
Easement over that .254 ha. Part of Lot 1 and that 170 sq.m. Part of Lot 1 shown on Plan BCP8949	p. 7 and p. 8	Dominant Tenement, Registered Owner of PID: 026-080-338 Lot 4, DL 190, Gp 1, NWD, Plan BCP13958
Easement over that .125 ha. Part of Lot 3 shown hatched on Explanatory Plan <u>BCP15053</u> and that 169 sq.m. Part of Lot 3 shown on Plan BCP8949	p. 8 p. 9 and p. 10	Dominant Tenement, Registered Owner of PID: 025-836-277 Lot 1, District Lots 190 and 235, Gp 1, NWD Plan BCP8948
Easement over that .125 ha. Part of Lot 3 shown hatched on Explanatory Plan <u>BCP15053</u> and that 169 sq.m. Part of Lot 3 shown on Plan BCP8949	p. 8 p. 9 and p. 10	Dominant Tenement, Registered Owner of PID: 026-080-338 Lot 4, DL 190, Gp 1, NWD, Plan BCP13958

LAND TITLE ACT
FORM E

SCHEDULE

Page 4 of 28 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

3. NATURE OF INTEREST:*

<i>DESCRIPTION</i>	<i>DOCUMENT REFERENCE</i> <i>(page and paragraph)</i>	<i>PERSON ENTITLED TO INTEREST</i>
Easement over that 199 sq.m. Part of Lot 4 shown cross hatched on Explanatory Plan <u>BCP15053</u> and that 269 sq.m. Part of Lot 4 shown on Plan BCP8949	p. 10 and p. 11	Dominant Tenement, Registered Owner of PID: 025-836-293 Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Gp 1, NWD Plan BCP8948
Easement over that 199 sq. m. Part of Lot 4 shown cross hatched on Explanatory Plan <u>BCP15053</u> and that 269 sq.m. Part of Lot 4 shown on Plan BCP8949	p. 10 and p. 11	Dominant Tenement, Registered Owner of PID: 025-836-277 Lot 1, District Lots 190 and 235, Gp 1, NWD Plan BCP8948

5. TRANSFEROR(S):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation Number 636904) (as registered owner of Lot 1)

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation Number 636904) (as registered owner of Lot 3)

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation Number 636904) (as registered owner of Lot 4)

TERMS OF INSTRUMENT – PART 2

EASEMENT FOR PRIVATE ROAD

THIS AGREEMENT dated for reference the 30th day of November, 2004.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. No. 636904)
900 – 1333 West Broadway
Vancouver, BC, V6H 4C2
(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. No. 636904)
900 – 1333 West Broadway
Vancouver, BC, V6H 4C2
(the "Lot 3 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. No. 636904)
900 – 1333 West Broadway
Vancouver, BC, V6H 4C2
(the "Lot 4 Owner")

WHEREAS:

A. Lot 1 Owner is the owner in fee simple of lands and premises in the City of Port Moody, British Columbia legally described as:

Lot 1, District Lots 190 and 235, Gp 1, NWD, Plan BCP8948
("Lot 1");

B. Lot 3 Owner is the owner in fee simple of lands and premises in the City of Port Moody, British Columbia legally described as:

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Gp 1, NWD, Plan BCP8948
("Lot 3");

C. Lot 4 Owner is the owner in fee simple of lands and premises in the City of Port Moody, British Columbia legally described as:

Lot 4, DL 190, Gp 1, NWD, Plan BCP13958

("Lot 4");

D. Lot 1 Owner, Lot 3 Owner and Lot 4 Owner, (collectively, the "Owners") plan to develop Lot 1, Lot 3 and Lot 4 (collectively, the "Lands") by constructing multi family developments on them, and to subdivide the Lands into strata lot developments pursuant to the provisions of the *Strata Property Act*.

E. The Owners have agreed that, as part of any development of the Lands, it is desirable to create a road (the "Road") consisting of road bed, curbs, a grassed area between the curb and sidewalk, any required retaining walls, landscaping, street lighting and drains for the use and benefit of the owners from time to time of any of the strata lots or other units located on the Lands from time to time to facilitate traffic flow within the development of the Lands and to ensure access to and egress from the public roads known as Klahanie Drive and Murray Street.

F. The Road will be located in part on Lot 1, in part on Lot 3 and in part on Lot 4. Each of the Owners have agreed to grant to each of the others an easement on the terms and conditions set out in this Agreement respecting the construction, use, maintenance and repair of the Road.

G. There is a Statutory Right of Way over the Road in favour of the City of Port Moody. The plan showing the area of the Statutory Right of Way was filed in the Land Title Office under number BCP8949. Part of the land shown in the Statutory Right of Way plan BCP8949 was subdivided. As a result of that subdivision, the Land Title Office requires an explanatory plan showing the parts of the Road located on the land that was subdivided to be filed concurrently with this Agreement. For that reason, this Agreement refers to those two plans.

THIS AGREEMENT WITNESSES that in consideration of the sum of \$10 and other good and valuable consideration, now paid by each party to the other (the receipt and sufficiency of which are acknowledged) and of the covenants contained in this Agreement, the parties agree:

1. EASEMENT OVER LOT 1

1.1 Easement for Road over Lot 1 Easement Area in Favour of Lot 3 and Lot 4

Lot 1 Owner grants, transfers and conveys unto Lot 3 Owner and Lot 4 Owner in perpetuity for the benefit of and to Lot 3 and Lot 4 the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 1 Owner but subject always to the terms of this Agreement for Lot 3 Owner and the Lot 4 Owner:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon with vehicles and equipment, motorized or otherwise, at all times of the day and night, over that .254 hectares area of Lot 1 and that 170 square metres area of Lot 1 shown on plan BCP8949 (the "Lot 1 Easement Area") and to use same as a Road;
- (b) in accordance with Section 1.2 to maintain, operate, relocate, renew, repair and replace the Road over, under and upon the Lot 1 Easement Area; and
- (c) to do all acts which, in the reasonable opinion of Lot 3 Owner and Lot 4 Owner, are necessary and incidental to the use of the Lot 1 Easement Area in the manner set out above.

1.2 Maintenance Easement Over Lot 1 Easement Area in Favour of Lot 3 and Lot 4

Lot 1 Owner grants, transfers and conveys unto Lot 3 Owner and Lot 4 Owner in perpetuity for the benefit of and to be appurtenant to Lot 3 and Lot 4, the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 1 Owner, but subject always to the terms of this Agreement:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon the Lot 1 Easement Area and to use same for the following purposes:

- (i) to develop, install, construct, alter, inspect, maintain, operate, relocate, renew, repair and replace on the Lot 1 Easement Area, all the improvements and facilities necessary or otherwise required for that portion of the Road located on the Easement Area, together with any signage located on the Lot 1 Easement Area; and
- (ii) to develop, install, lay down, construct, locate, alter, maintain, operate, relocate, renew, repair and replace on any portion of the Lot 1 Easement Area any services and other utilities including, without limitation, electrical, water, sewer and natural gas that may be required to be installed on or under any portion of the Lot 1 Easement Area (collectively the "Utility Services") and to permit the Utility Services to be connected with, join and form part of any similar services provided by governmental authorities or utility companies; and
- (b) to pass and repass as is reasonably required, with or without materials, machinery, supplies, vehicles including trucks or equipment, along, over and upon the Lot 1 Easement Area for the purposes set out in Section 1.2 (a) ; and
- (c) to do all acts which in the reasonable opinion of Lot 3 Owner or the Lot 4 Owner, are necessary and incidental to the use of the Lot 1 Easement Area in the manner set out above.

2. EASEMENT OVER LOT 3

2.1 Easement for Road over Lot 3 Easement Area in Favour of Lot 1 and Lot 4

Lot 3 Owner grants, transfers and conveys unto Lot 1 Owner and Lot 4 Owner in perpetuity for the benefit of and to Lot 1 and Lot 4 the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 3 Owner but subject always to the terms of this Agreement:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon with vehicles and equipment, motorized or otherwise, at all times of the day and night, over that .125 hectares area of Lot 3 shown hatched on

Explanatory Plan BCP15053 and that 169 square metres area of Lot 3 shown on Reference Plan BCP8949 (the "Lot 3 Easement Area") and to use same as a Road;

- (b) in accordance with Section 2.2 to maintain, operate, relocate, renew, repair and replace the Road over, under and upon the Lot 3 Easement Area; and
- (c) to do all acts which, in the reasonable opinion of Lot 1 Owner and Lot 4 Owner, are necessary and incidental to the use of the Lot 3 Easement Area in the manner set out above.

2.2 Maintenance Easement Over Lot 3 Easement Area in Favour of Lot 1 and Lot 4

Lot 3 Owner grants, transfers and conveys unto Lot 1 Owner and Lot 4 Owner in perpetuity for the benefit of and to be appurtenant to Lot 1 and Lot 4, the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 3 Owner, but subject always to the terms of this Agreement:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon the Lot 3 Easement Area and to use same for the following purposes:
 - (i) to develop, install, construct, alter, inspect, maintain, operate, relocate, renew, repair and replace on the Lot 3 Easement Area, all the improvements and facilities necessary or otherwise required for that portion of the Road located on the Easement Area, together with any signage located on the Lot 3 Easement Area; and
 - (ii) to develop, install, lay down, construct, locate, alter, maintain, operate, relocate, renew, repair and replace on any portion of the Lot 3 Easement Area any services and other utilities including, without limitation, electrical, water, sewer and natural gas that may be required to be installed on or under any portion of the Lot 3 Easement Area (collectively the "Utility Services") and to permit the Utility Services to be connected with, join and form part of any similar services provided by governmental authorities or utility companies; and

- (b) to pass and repass as is reasonably required, with or without materials, machinery, supplies, vehicles including trucks or equipment, along, over and upon the Lot 3 Easement Area for the purposes set out in Section 2.2 (a) ; and
- (c) to do all acts which in the reasonable opinion of Lot 1 Owner or the Lot 4 Owner, are necessary and incidental to the use of the Lot 3 Easement Area in the manner set out above.

3. EASEMENT OVER LOT 4

3.1 Easement for Road over Lot 4 Easement Area in Favour of Lot 1 and Lot 3

Lot 4 Owner grants, transfers and conveys unto Lot 1 Owner and Lot 3 Owner in perpetuity for the benefit of and to Lot 1 and Lot 3 the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 4 Owner but subject always to the terms of this Agreement:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon with vehicles and equipment, motorized or otherwise, at all times of the day and night, over that 199 square metres area of Lot 4 shown cross-hatched on Explanatory Plan BCP 15053 and that 269 square metres area shown on Reference Plan BCP8949 (the "Lot 4 Easement Area") and to use same as a Road;
- (b) in accordance with Section 3.2 to maintain, operate, relocate, renew, repair and replace the Road over, under and upon the Lot 4 Easement Area; and
- (c) to do all acts which, in the reasonable opinion of Lot 1 Owner and Lot 3 Owner, are necessary and incidental to the use of Lot 4 Easement Area in the manner set out above.

3.2 Maintenance Easement Over Lot 4 Easement Area in Favour of Lot 1 and Lot 3

Lot 4 Owner grants, transfers and conveys unto Lot 1 Owner and Lot 3 Owner in perpetuity for the benefit of and to be appurtenant to Lot 1 and Lot 3, the full, free and

uninterrupted right, license, liberty, privilege, easement and right-of-way in common with Lot 4 Owner, but subject always to the terms of this Agreement:

- (a) to enter, use, labour, go, return, pass and repass along, over, under and upon the Lot 4 Easement Area and to use same for the following purposes:
 - (i) to develop, install, construct, alter, inspect, maintain, operate, relocate, renew, repair and replace on the Lot 4 Easement Area, all the improvements and facilities necessary or otherwise required for that portion of the Road located on the Lot 4 Easement Area, together with any signage located on the Lot 4 Easement Area; and
 - (ii) to develop, install, lay down, construct, locate, alter, maintain, operate, relocate, renew, repair and replace on any portion of the Lot 4 Easement Area any services and other utilities including, without limitation, electrical, water, sewer and natural gas that may be required to be installed on or under any portion of the Lot 4 Easement Area (collectively the "Utility Services") and to permit the Utility Services to be connected with, join and form part of any similar services provided by governmental authorities or utility companies; and
- (b) to pass and repass as is reasonably required, with or without materials, machinery, supplies, vehicles including trucks or equipment, along, over and upon the Lot 4 Easement Area for the purposes set out in Section 3.2 (a) ; and
- (c) to do all acts which in the reasonable opinion of Lot 1 Owner or the Lot 3 Owner, are necessary and incidental to the use of the Lot 4 Easement Area in the manner set out above.

4. ENJOYMENT OF EASEMENT OVER LOT 1

- 4.1 Lot 1 Owner covenants and agrees with Lot 3 Owner and the Lot 4 Owner:
- (a) that while they are in compliance with this Agreement, Lot 3 Owner and Lot 4 Owner may peaceably enjoy the rights and easements granted in this Agreement without hindrance on the part of Lot 1 Owner;
 - (b) that Lot 1 Owner will not, except in the case of emergency or temporarily and only in accordance with Section 11 to construct, maintain, repair, replace or alter any residential or other buildings or other improvements constructed on Lot 1, interfere with the use of the Lot 1 Easement Area as contemplated in this Agreement and the rights granted in this Agreement; and
 - (c) that Lot 1 Owner will not materially alter any portion of the Road located on the Lot 1 Easement Area without the prior written consent of Lot 3 Owner and the Lot 4 Owner, which consent may be reasonably withheld.

5. ENJOYMENT OF EASEMENT OVER LOT 3

- 5.1 Lot 3 Owner covenants and agrees with Lot 1 Owner and the Lot 4 Owner:
- (a) that while they are in compliance with this Agreement, Lot 1 Owner and Lot 4 Owner may peaceably enjoy the rights and easements granted in this Agreement without hindrance on the part of Lot 3 Owner;
 - (b) that Lot 3 Owner will not, except in the case of emergency or temporarily and only in accordance with Section 11 to construct, maintain, repair, replace or alter any residential or other buildings or other improvements constructed on Lot 3, interfere with the use of the Lot 3 Easement Area as contemplated in this Agreement and the rights granted in this Agreement; and
 - (c) that Lot 3 Owner will not materially alter any portion of the Road located on the Lot 3 Easement Area without the prior written consent of Lot 1 Owner and the Lot 4 Owner, which consent may be reasonably withheld.

6. ENJOYMENT OF EASEMENT OVER LOT 4

- 6.1 Lot 4 Owner covenants and agrees with Lot 1 Owner and the Lot 3 Owner:
- (a) that while they are in compliance with this Agreement, Lot 1 Owner and Lot 3 Owner may peaceably enjoy the rights and easements granted in this Agreement without hindrance on the part of Lot 4 Owner;
 - (b) that Lot 4 Owner will not, except in the case of emergency or temporarily and only in accordance with Section 11 to construct, maintain, repair, replace or alter any residential or other buildings or other improvements constructed on Lot 4, interfere with the use of the Lot 4 Easement Area as contemplated in this Agreement and the rights granted in this Agreement; and
 - (c) that Lot 4 Owner will not materially alter any portion of the Road located on the Lot 4 Easement Area without the prior written consent of Lot 1 Owner and the Lot 3 Owner, which consent may be reasonably withheld.

7. INDEMNITIES**7.1 Indemnities from Lot 1 Owner in Favour of Lot 3 Owner and Lot 4 Owner**

- (a) Lot 1 Owner will indemnify and save Lot 3 Owner harmless against all loss, damage, costs and liabilities suffered by Lot 3 Owner, including fees of solicitors and other professional advisors arising out of:
 - (i) a breach of this Agreement by Lot 1 Owner; and
 - (ii) any personal injury, death or property damage occurring in the Lot 1 Easement Area, the Lot 3 Easement Area, or the Lot 4 Easement Area caused by Lot 1 Owner in carrying out or failing to carry out its activities or obligations by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 1 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities will be paid by Lot 1 Owner to Lot 3 Owner at the time Lot 3 Owner is legally obligated to pay monies

to a person suffering losses contemplated by this Section or upon Lot 3 Owner providing proof of loss suffered by it.

- (b) Lot 1 Owner will repair all damage to Lot 3 caused by any work done by it, its agents or subcontractors immediately at the conclusion of the work.
- (c) Lot 1 Owner will indemnify and save Lot 4 Owner harmless against all loss, damage, costs and liabilities suffered by Lot 4 Owner, including fees of solicitors and other professional advisors arising out of:
 - (i) a breach of this Agreement by Lot 1 Owner; and
 - (ii) any personal injury, death or property damage occurring in the Lot 1 Easement Area, the Lot 3 Easement Area, or the Lot 4 Easement Area caused by Lot 1 Owner in carrying out or failing to carry out its activities or obligations by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 1 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities will be paid by Lot 1 Owner to Lot 4 Owner at the time Lot 4 Owner is legally obligated to pay monies to a person suffering losses contemplated by this Section or upon Lot 4 Owner providing proof of loss suffered by it.
- (d) Lot 1 Owner will repair all damage to Lot 4 caused by any work done by it, its agents or subcontractors immediately at the conclusion of the work.

7.2 Indemnities from Lot 3 Owner in Favour of Lot 1 Owner and Lot 4 Owner

- (a) Lot 3 Owner will indemnify and save Lot 1 Owner harmless against all loss, damage, costs and liabilities suffered by Lot 1 Owner, including fees of solicitors and other professional advisors arising out of:
 - (i) a breach of this Agreement by Lot 3 Owner; and
 - (ii) any personal injury, death or property damage occurring in the Lot 1 Easement Area, the Lot 3 Easement Area, or the Lot 4 Easement Area caused by Lot 3 Owner in carrying out or failing to carry out its activities or obligations by virtue of this Agreement or

otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 3 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities will be paid by Lot 3 Owner to Lot 1 Owner at the time Lot 1 Owner is legally obligated to pay monies to a person suffering losses contemplated by this Section or upon Lot 1 Owner providing proof of loss suffered by it.

- (b) Lot 3 Owner will repair all damage to Lot 1 caused by any work done by it, its agents or subcontractors immediately at the conclusion of the work.
- (c) Lot 3 Owner will indemnify and save Lot 4 Owner harmless against all loss, damage, costs and liabilities suffered by Lot 4 Owner, including fees of solicitors and other professional advisors arising out of:
 - (i) a breach of this Agreement by Lot 3 Owner; and
 - (ii) any personal injury, death or property damage occurring in the Lot 1 Easement Area, the Lot 3 Easement Area, or the Lot 4 Easement Area caused by Lot 3 Owner in carrying out or failing to carry out its activities or obligations by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 3 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities will be paid by Lot 3 Owner to Lot 4 Owner at the time Lot 4 Owner is legally obligated to pay monies to a person suffering losses contemplated by this Section or upon Lot 4 Owner providing proof of loss suffered by it.
- (d) Lot 3 Owner will repair all damage to Lot 4 caused by any work done by it, its agents or subcontractors immediately at the conclusion of the work.

7.3 Indemnities from Lot 4 Owner in Favour of Lot 1 Owner and Lot 3 Owner

- (a) Lot 4 Owner will indemnify and save Lot 1 Owner harmless against all loss, damage, costs and liabilities suffered by Lot 1 Owner, including fees of solicitors and other professional advisors arising out of:

- (i) a breach of this Agreement by Lot 4 Owner; and
 - (ii) any personal injury, death or property damage occurring in the Lot 1 Easement Area, the Lot 3 Easement Area, or the Lot 4 Easement Area caused by Lot 4 Owner in carrying out or failing to carry out its activities or obligations by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 4 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities will be paid by Lot 4 Owner to Lot 1 Owner at the time Lot 1 Owner is legally obligated to pay monies to a person suffering losses contemplated by this Section or upon Lot 1 Owner providing proof of loss suffered by it.
- (b) Lot 4 Owner will repair all damage to Lot 1 caused by any work done by it, its agents or subcontractors immediately at the conclusion of the work.
- (c) Lot 4 Owner will indemnify and save Lot 3 Owner harmless against all loss, damage, costs and liabilities suffered by Lot 3 Owner, including fees of solicitors and other professional advisors arising out of:
- (i) a breach of this Agreement by Lot 4 Owner; and
 - (ii) any personal injury, death or property damage occurring in the Lot 1 Easement Area, the Lot 3 Easement Area, or the Lot 4 Easement Area caused by Lot 4 Owner in carrying out or failing to carry out its activities or obligations by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by Lot 4 Owner, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities will be paid by Lot 4 Owner to Lot 3 Owner at the time Lot 3 Owner is legally obligated to pay monies to a person suffering losses contemplated by this Section or upon Lot 3 Owner providing proof of loss suffered by it.
- (d) Lot 4 Owner will repair all damage to Lot 3 caused by any work done by it, its agents or subcontractors immediately at the conclusion of the work.

8. MANAGEMENT OF ROAD

8.1 Operation, Maintenance and Repair of Road and Cost Sharing

The parties covenant and agree:

- (a) that they will, in accordance with the terms of this Agreement, maintain, operate, relocate, renew, replace and repair the Road to a first class standard in keeping with similar private roads in the Greater Vancouver region;
- (b) that any works done in respect of all maintenance, relocation, renewal, replacement and repairing of the Road will be done in a good and workmanlike manner so as to cause no damage or unnecessary disturbance to the Lands and any damage that is caused by any work will be repaired immediately at the conclusion of the work;
- (c) that they will clear and remove snow and ice from the Road;
- (d) that all costs associated with the maintenance, operation, relocation, renewal, replacement or repair of the Road, whether direct or indirect, will be the responsibility of each of the strata corporations existing from time to time on Lot 1, Lot 3 and Lot 4 as subdivided pursuant to the *Strata Property Act* in the following proportions:
 - (i) Lot 1 58 (%) percent
 - (ii) Lot 3 32 (%) percent
 - (iii) Lot 4 10 (%) percent

and which proportion will be paid by each strata corporation in monthly installments on the last day of each month or on such dates as may be determined by the Management Committee;

- (e) that if any of Lot 1, Lot 3 or Lot 4 is not subdivided pursuant to the *Strata Property Act*, all costs associated with the maintenance, operation, relocation, renewal, replacement or repair of the Road, whether direct or indirect, will be the responsibility of the owner or the owners, as the case may be, of Lot 1, Lot 3 or Lot 4 in the following proportions:
 - (i) Lot 1 58 (%) percent

(ii) Lot 3 32 (%) percent

(iii) Lot 4 10 (%) percent

and which proportion will be paid by each of the owner (or owners, as the case may be) in monthly installments on the last day of each month or on such dates as may be determined by the Management Committee;

(f) that until:

(i) any of Lot 1, Lot 3 and Lot 4 have been subdivided pursuant to the provisions of the *Strata Property Act* into strata lots or pursuant to the provisions of the *Land Title Act* into three or more lots, and

(ii) at least one of the strata lots or other lots, as the case may be, comprising such subdivision are owned by a person other than Polygon Klahanie Development Ltd. or the developer of the strata lots or other lots, as they may be

no monies are payable by Lot 1 Owner, Lot 3 Owner or Lot 4 Owner, as the case may be, pursuant to section 8.1 (d) or section 8.1 (e);

(g) that in the event one or more strata corporations created on the subdivision of Lot 1, Lot 3 or Lot 4 amalgamates, the proportionate share of the amalgamated strata corporation will be deemed to be equal to the sum of the proportionate shares which would have been attributed to each and every strata corporation constituting such amalgamations.

8.2 Management Committee for the Road

The parties covenant and agree:

(a) that management of the Road including the provision of accounting and administrative functions will be the responsibility of a representative committee (the "Management Committee");

(b) the Management Committee will be comprised of one representative appointed by each of the strata corporations created on subdivision of Lot 1, Lot 3, and Lot 4 pursuant to the *Strata Property Act*;

- (c) failing appointment of a representative by a strata corporation the representative will be the chairman and vice chairman of the respective strata councils;
- (d) if any of Lot 1, Lot 3 or Lot 4 is not subdivided pursuant to the *Strata Property Act*, the registered owner of Lot 1, Lot 3 or Lot 4, as the case may be, will appoint the representative;
- (e) all decisions of the Management Committee will be made on the basis of a simple majority vote;
- (f) each representative will have one vote;
- (g) the Management Committee will establish its own rules and procedures governing its conduct but it will not have the ability to alter:
 - (i) the appointment of representatives;
 - (ii) the voting procedure of the Management Committee;
 - (iii) the apportionment of the costs of the Road as set out herein; or
 - (iv) its duties and obligations as set out in this Agreement;
- (h) that without limiting the generality of the foregoing the Management Committee is empowered to enter into such agreements and make such rules and regulations as it deems necessary or expedient for the maintenance, operation, relocation, renewal, repair or replacement of the Road and which agreements, rules and regulations are binding on the strata corporations existing from time to time in respect of the subdivision of Lot 1, Lot 3 and Lot 4.

8.3 Strata Corporations to Comply with Management Committee

The parties covenant and agree:

- (a) that the strata corporations existing from time to time in respect of the subdivision of Lot 1, Lot 3 and Lot 4 will not have any bylaw or enact any rules or regulations in respect of the Road which is inconsistent with this Agreement; and
- (b) that any bylaw, rule or regulation of any of the strata corporations existing from time to time in respect of the subdivision of Lot 1, Lot 3 and Lot 4 which purports to impose greater or more stringent regulations or rules in

respect of the Road than those established by the Management Committee are deemed to be inconsistent for the purpose of this section.

8.4 No Work on Road Without Management Committee's Approval

8.4.1 The Lot 1 Owner covenants and agrees:

- (a) that it will not exercise the rights granted in section 2.2 "Maintenance Easement Over Lot 3 Easement Area in Favour of Lot 1 and Lot 4" and section 3.2 "Maintenance Easement Over Lot 4 Easement Area in Favour of Lot 1 and Lot 3" of this Agreement without the prior authorization of the Management Committee pursuant to this Agreement and then, only in accordance with such authorization;
- (b) that section 8.4.1 (a) above will not apply with respect to the initial development and construction of the Road as approved by the City of Port Moody, which does not require authorization by the Management Committee.

8.4.2 The Lot 3 Owner covenants and agrees:

- (a) that it will not exercise the rights granted in section 1.2 "Maintenance Easement Over Lot 1 Easement Area in Favour of Lot 3 and Lot 4" and section 3.2 "Maintenance Easement Over Lot 4 Easement Area in Favour of Lot 1 and Lot 3" of this Agreement without the prior authorization of the Management Committee pursuant to this Agreement and then, only in accordance with such authorization;
- (b) that section 8.4.2 (a) above will not apply with respect to the initial development and construction of the Road as approved by the City of Port Moody, which does not require authorization by the Management Committee.

8.4.3 The Lot 4 Owner covenants and agrees:

- (a) that it will not exercise the rights granted in section 1.2 "Maintenance Easement Over Lot 1 Easement Area in Favour of Lot 3 and Lot 4" and section 2.2 "Maintenance Easement Over Lot 3 Easement Area in Favour of Lot 1 and Lot 4" of this Agreement without the prior authorization of

the Management Committee pursuant to this Agreement and then, only in accordance with such authorization;

- (b) that section 8.4.3 (a) above will not apply with respect to the initial development and construction of the Road as approved by the City of Port Moody, which does not require authorization by the Management Committee.

8.4 Insurance Regarding the Road

8.4.1 The Lot 1 Owner covenants and agrees:

- (a) that it will each take out or cause to be taken out and keep or cause to be kept in force at all times comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Lot 1 Easement Area to an amount not less than \$5,000,000 and which policy must:
 - (i) name both Lot 3 Owner and Lot 4 Owner as a named insured under the policy;
 - (ii) prohibit the insurer from exercising any rights of subrogation against any named insured; and
 - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy will not be cancelled or any provisions changed or deleted unless 30-day prior written notice is given to each named insured by the insurer; and
- (b) to deliver to each named insured a copy of the insurance policy and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms set out above.

8.4.2 The Lot 3 Owner covenants and agrees:

- (a) that it will each take out or cause to be taken out and keep or cause to be kept in force at all times comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out

of any one occurrence in the Lot 3 Easement Area to an amount not less than \$5,000,000 and which policy must:

- (i) name both Lot 1 Owner and Lot 4 Owner as a named insured under the policy;
 - (ii) prohibit the insurer from exercising any rights of subrogation against any named insured; and
 - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy will not be cancelled or any provisions changed or deleted unless 30-day prior written notice is given to each named insured by the insurer; and
- (b) to deliver to each named insured a copy of the insurance policy and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms set out above.

8.4.3 The Lot 4 Owner covenants and agrees:

- (a) that it will each take out or cause to be taken out and keep or cause to be kept in force at all times comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Lot 4 Easement Area to an amount not less than \$5,000,000 and which policy must:
 - (i) name both Lot 1 Owner and Lot 3 Owner as a named insured under the policy;
 - (ii) prohibit the insurer from exercising any rights of subrogation against any named insured; and
 - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy will not be cancelled or any provisions changed or deleted unless 30-day prior written notice is given to each named insured by the insurer; and
- (b) to deliver to each named insured a copy of the insurance policy and provide from time to time, upon request, proof that all premiums under the

policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms set out above.

9. NO OBLIGATION TO CONSTRUCT OR CARRY OUT MAINTENANCE

9.1 Nothing in this Agreement will obligate or require any of the parties to develop, install, construct, alter, maintain, operate, relocate, renew, repair and replace any portion of the Road at any time except as required pursuant to Section 8.1.

10. UNFETTERED RIGHT TO DEVELOP

10.1 Nothing in this Agreement will restrict or otherwise impair in any way the ability of each of the parties to subdivide and develop their respective lots in any manner which in its sole unfettered discretion it may determine or deem appropriate, subject to the rights granted in this Agreement.

11. TEMPORARY RESTRICTION OF RIGHTS

11.1 Lot 1 Owner reserves the right at all times to reasonably and temporarily restrict the use and enjoyment of the Lot 1 Easement Area by Lot 3 Owner and Lot 4 Owner for the purposes of Lot 1 Owner:

- (a) constructing and maintaining water mains, sewers, drains, conduits, lines, ducts, poles, guys, wires, cable and pipes of every kind together with all ancillary appliances and fittings for the purpose of conveying, draining and protecting gas, water, sanitary sewer, storm sewer, liquid waste, electric energy, communication services, gas or any other service or thing that may be so transmitted in any of them in, under, upon or through the Lot 1 Easement Area as Lot 1 Owner may require or may deem expedient and altering, extending, removing, repairing, inspecting or replacing the same as Lot 1 Owner deems necessary or expedient; and
- (b) constructing, maintaining, repairing or renewing buildings, improvements, above or below grade parking facilities, and similar developments or ways on Lot 1, provided that Lot 1 Owner will at its cost expeditiously and without interruption repair and replace that portion of the Road located on

the Lot 1 Easement Area to the same state and condition as it existed prior to the Lot 1 Owner carrying out any of the foregoing.

11.2 Any work authorized pursuant to this Section will be completed diligently and continuously to minimize any restriction of the use and enjoyment of any part of the Lot 1 Easement Area by Lot 3 Owner and Lot 4 Owner.

11.3 Lot 3 Owner reserves the right at all times to reasonably and temporarily restrict the use and enjoyment of the Lot 3 Easement Area by Lot 1 Owner and Lot 4 Owner for the purposes of Lot 3 Owner:

- (a) constructing and maintaining water mains, sewers, drains, conduits, lines, ducts, poles, guys, wires, cable and pipes of every kind together with all ancillary appliances and fittings for the purpose of conveying, draining and protecting gas, water, sanitary sewer, storm sewer, liquid waste, electric energy, communication services, gas or any other service or thing that may be so transmitted in any of them in, under, upon or through the Lot 3 Easement Area as Lot 3 Owner may require or may deem expedient and altering, extending, removing, repairing, inspecting or replacing the same as Lot 3 Owner deems necessary or expedient; and
- (b) constructing, maintaining, repairing or renewing buildings, improvements, above or below grade parking facilities, and similar developments or ways on Lot 3, provided that Lot 3 Owner will at its cost expeditiously and without interruption repair and replace that portion of the Road located on the Lot 3 Easement Area to the same state and condition as it existed prior to the Lot 3 Owner carrying out any of the foregoing.

11.4 Any work authorized pursuant to this Section will be completed diligently and continuously to minimize any restriction of the use and enjoyment of any part of the Lot 3 Easement Area by Lot 1 Owner and Lot 4 Owner.

11.5 Lot 4 Owner reserves the right at all times to reasonably and temporarily restrict the use and enjoyment of the Lot 4 Easement Area by Lot 1 Owner and Lot 3 Owner for the purposes of Lot 4 Owner:

- (a) constructing and maintaining water mains, sewers, drains, conduits, lines, ducts, poles, guys, wires, cable and pipes of every kind together with all ancillary appliances and fittings for the purpose of conveying, draining and protecting gas, water, sanitary sewer, storm sewer, liquid waste, electric energy, communication services, gas or any other service or thing that may be so transmitted in any of them in, under, upon or through the Lot 4 Easement Area as Lot 4 Owner may require or may deem expedient and altering, extending, removing, repairing, inspecting or replacing the same as Lot 4 Owner deems necessary or expedient; and
- (b) constructing, maintaining, repairing or renewing buildings, improvements, above or below grade parking facilities, and similar developments or ways on Lot 4, provided that Lot 4 Owner will at its cost expeditiously and without interruption repair and replace that portion of the Road located on the Lot 4 Easement Area to the same state and condition as it existed prior to the Lot 4 Owner carrying out any of the foregoing.

11.6 Any work authorized pursuant to this Section will be completed diligently and continuously to minimize any restriction of the use and enjoyment of any part of the Lot 4 Easement Area by Lot 1 Owner and Lot 3 Owner.

12. DISPUTE RESOLUTION

12.1 If a dispute between the parties is not resolved by negotiation within 10 days of notice of dispute by one party to the others, the parties will submit the dispute within 10 days of the failure of negotiation to a mediator whose expenses will be shared equally by the parties. The mediator will be acceptable to both parties or, if they cannot agree, a mediator will be appointed by the British Columbia International Arbitration Centre.

12.2 If mediation does not result in a resolution of the dispute within 10 days of the commencement of mediation, the parties will submit the dispute within 10 days of the failure of the mediation to arbitration by a single arbitrator whose expenses will be shared equally by the parties. The arbitrator will be acceptable to both parties or, if they cannot agree, an arbitrator will be appointed by the British Columbia International Arbitration Centre. The determination of the arbitrator will be conclusive and binding on the parties. The *Commercial Arbitration Act* of British Columbia or successor legislation will apply to the arbitration.

13. NO DISCHARGE WITHOUT CONSENT OF ALL PARTIES

13.1 This Agreement may not be amended, modified or discharged except in writing signed by all parties.

14. BUILDERS LIEN AND OTHER LEGISLATION

14.1 The Owners agree with each other:

- (a) that in this section:
 - (i) “Contracting Owner” means any of the Lot 1 Owner, Lot 3 Owner and Lot 4 Owner that contracts with another person or entity with respect to work or materials regarding the Road;
 - (ii) “Lien” means a lien claimed with respect to any of the Lands arising from work or materials regarding the Road, arising directly or indirectly from a Contracting Owner’s contract; and
 - (iii) “*Builders Lien Act*” means the *Builders Lien Act*, S.B.C. 1997, c. 45 and any successor legislation;
- (b) that a Contracting Owner will take commercially reasonable steps to ensure that no Lien is claimed;
- (c) that if a Lien is claimed the Contracting Party will take such actions pursuant to the *Builders Lien Act*, S.B.C. 1997 necessary to remove the lien from title within 30 days after the claim of lien is brought to its attention and will indemnify the other Owners from any costs associated with the Lien;

- (d) that if a Lien is not removed from title within 30 days of the Contracting Owner becoming aware of it, the owner of the land against which the Lien is claimed may, but will not be obligated to, take such steps as may be necessary to have the Lien removed from title, in which case the Contracting Owner will indemnify that owner for all costs associated with doing so, including without limitation solicitor client legal fees, plus interest on those costs at the prime rate of the Royal Bank of Canada in Vancouver charged to its most credit-worthy customers, and will pay those costs and interest forthwith upon receipt of written particulars;
- (e) that a Contracting Owner will file a Notice of Interest pursuant to the *Builders Lien Act* for those Lands not owned by the Contracting Owner with respect to which work will be done or materials will be supplied prior to commencement of any work or supply of materials that could give rise to a Lien.

14.2 The Owners agree with each other that in exercising their rights and fulfilling their obligations under this Agreement, they will comply with; all laws, whether legislated or established by common law; requirements of all governmental authorities which are authorized by law; and prior ranking charges registered against title to the Lands.

15. MISCELLANEOUS

15.1 The parties agree:

- (a) that this Agreement and the rights granted in it are and will be of the same force and effect to all intents and purposes as a covenant running with the Lands and that no part of the fee of the soil thereof will pass to or be vested in the Owners by operation of this Agreement;
- (b) that this Agreement is made subject to existing charges registered against title to the Lands, including a Statutory Right of Way over the area of the Road in favour of the City of Port Moody registered under number BV537390, and any modifications of that Statutory Right of Way, and that the grant of easement contained in this Agreement is subject to any right

- of the City ranking in priority to this Agreement as a result of that Statutory Right of Way;
- (c) this Agreement extends to binds the parties and their respective successors, heirs, executors, administrators and assigns;
 - (d) that the references to Lot 1 Owner, Lot 3 Owner and Lot 4 Owner will be deemed to include their executors, administrators, heirs, successors, assigns, officers, employees, agents, representatives, licensees, permittees, invitees, contractors and workmen;
 - (e) that an owner is only liable under this Agreement where such liability arises while the owner has an interest in land charged by this Agreement or receiving the benefit of this Agreement;
 - (f) that wherever the singular or masculine is used in this Agreement it will be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties so require;
 - (g) this Agreement will be governed and construed in accordance with the laws of the Province of British Columbia; and
 - (h) should any provision or provisions of this Agreement be illegal or not enforceable, it or they will be considered separate and severable from this Agreement and its remaining provisions will remain in force and be binding on the parties as though the said provision or provisions had never been included.

IN WITNESS WHEREOF the parties have executed this Agreement on the Form C to which this Agreement is attached and which forms part of this Agreement, effective as of the date first above written.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102634

Charge BX102634 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to the Developer the right to swing the boom of a construction crane over the Lands as part of its development of adjacent Lands.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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BX102634

13 JAN 2005 13 55

LAND TITLE ACT
FORM C
[Section 233]
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 14 Pages

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

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers & Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT)

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

EASEMENT over Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948, Lot 3, Exc. Pt Subdivided by Plan BCP13958, DL 190, 233 & 235, Gp 1, NWD, Plan BCP8948, Lot 4, DL 190, Gp 1, NWD, Plan BCP13958 and Lot 6, DL 233 & 235, Gp 1, NWD, Plan BCP13958

Page 8, Paragraph 2.0

TRANSFeree (Owner of Lot 5, DL 190 & 235, Gp, 1, NWD, Plan BCP13958

026-080-346

11 05/01/13 13:53:54 06 LM 593132
CHARGE \$64.75

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.

XX Annexed as Part 2

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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
(as Owner of Lot 1, Plan BCP8948, as Owner of Lot 3, Plan BCP8948, as Owner of Lot 4, Plan BCP13958, and as Owner of Lot 6, Plan BCP13958)

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 5, Plan BCP13958)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

(Easement - Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607824v1

2/

GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)



 Print Name
JOSCELYN BAKER
 Barrister & Solicitor
 900 - 1333 West Broadway
 Vancouver, B.C. V6H 4C2
 Tel. 604-871-4244

Execution Date

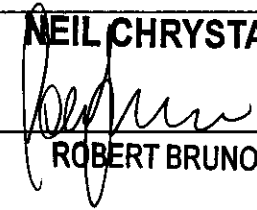
Y	M	D
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Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatories:



 Print Name **NEIL CHRYSAL**



 Print Name **ROBERT BRUNO**

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607824v1

**LAND TITLE ACT
FORM E****SCHEDULE****PAGE 3**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. (a)	PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID)	(LEGAL DESCRIPTION)
025-836-277	LOT 1, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP8948
025-836-293	LOT 3, EXCEPT PART SUBDIVIDED BY PLAN BCP13958, DISTRICT LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948
026-080-338	LOT 4, DISTRICT LOT 190, GROUP 1, NWD, PLAN BCP13958
026-080-354	LOT 6, DISTRICT LOTS 233 AND 235, GROUP 1, NWD, PLAN BCP13958

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607824v1

**TERMS OF INSTRUMENT
PART 2
(Crane Overswing Easement Agreement)**

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 4 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 6 Owner" and together with the Lot 1 Owner, the Lot 3 Owner and the Lot 4 Owner are herein collectively referred to as the "Grantors")

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607635v1

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Lot 1 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 025-836-277
Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1");

B. The Lot 3 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 025-836-293
Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3");

C. The Lot 4 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 026-080-338
Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958

("Lot 4");

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

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D. The Lot 6 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 026-080-354
Lot 6, District Lots 233 and 235, Group 1, NWD, Plan BCP13958

("Lot 6" and together with Lot 1, Lot 3, Lot 4 are herein collectively referred to as the "Grantors' Lands");

E. The Developer is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 026-080-346
Lot 5, District Lots 190 and 235, Group 1, NWD, Plan BCP13958

("Lot 5");

F. The Developer, or its successors in title, wishes to develop Lot 5, construct, or cause to be constructed, the Lot 5 Project and in connection with the development of the Lot 5 it may be necessary for the Developer to swing the boom of a construction crane over the Grantors' Lands; and

G. The parties have agreed to enter into this Crane Overswing Easement Agreement on the terms and conditions set forth below.

NOW THEREFORE in consideration of the promises, the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged and agreed to by the parties), the parties covenant and agree:

1.0 **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

For the purposes of this Agreement, the following words or phrases will have the following meanings:

"Business Day" means any day other than Saturday, Sunday and any other day which is a legal holiday in British Columbia.

"City" means the City of Port Moody, British Columbia.

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

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“Crane” means any and all construction cranes which the Developer erect and use upon their respective properties for the purposes of assisting in the construction of the Lot 5 Project.

“Improvements” means the buildings and all other improvements located on either Lot 5 or the Grantors’ Lands, as the case may be, from time to time.

“Lot 5 Project” means the development which the Developer or its successors in title may cause to be constructed sometime in the future on Lot 5 and the replacement thereof from time to time.

1.2 Severability of Provisions

If any provision or provisions herein contained will be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

1.3 Amendments, etc.

No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

1.4 Headings

The headings of the Sections herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Section thereof and have been inserted for convenience of reference only.

1.5 Interpretation

Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties so require.

1.6 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, trustees, successors and assigns and these easements shall be appurtenant to Grantors’ Lands and every part into which they may be subdivided, from time to time, and shall charge and run with the Grantors’ Lands and shall enure

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607635v1

to the benefit and be binding upon the owners, from time to time, and their respective heirs, executors, administrators, trustees, successors and assigns and all parties claiming through them.

2.0 **EASEMENT OVER LOT 1, LOT 3, LOT 4 AND LOT 6**

2.1 **Grant of Easement**

The Grantors do hereby grant, convey and confirm unto the Developer, its servants, agents, licensees, contractors and subcontractors, an easement until the applicable termination date and the full, free and uninterrupted right, licence, liberty, privilege and permission to enter the Grantors' Lands for the following purposes:

- (a) to use that part of the Grantors' Lands which is above the highest elevation of any permanent structure, including any antennae or other normal attachments and appurtenances thereto, located thereon for the purpose of the movement through such part of the Grantors' Lands of the swinging boom of the Crane.

To have and to hold such easements as easements appurtenant to the owner of Lot 5 subject only to the provisos, terms and conditions herein contained.

2.2 **Term of Easements**

The easements granted in Section 2.1 and all other rights, liberties, licences, privileges and permissions granted by and obligations binding the parties in this Agreement shall be effective from the date of this Agreement and shall expire when the Developer completes construction of improvements over Lot 5 and receives a final occupancy permit from the City for the Lot 5 Project (the "Expiry Date").

3.0 **COVENANT OF THE PARTIES**

3.1 **General Covenants**

Each of the parties covenants and agrees with the other:

3.1.1 Not to do or permit to be done any act or thing within its control which will unreasonably interfere with the exercise by the Developer of the rights hereunder or damage or interfere with any part of the Lot 5 Project or any hoarding erected by the Developer pursuant to this Agreement.

3.1.2 That the Developer and its servants, agents and licensees will not, without the prior written consent of the Grantors, do anything which might damage, disturb, prejudice or

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

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adversely affect any part of the Improvements on the Grantors' Lands or which will interfere with or interrupt any utilities or similar services supplied to the Grantors' Lands.

3.1.3 The Developer will at all times act reasonably and with due consideration for the interest of the Grantors and its tenants and will cause as little disturbance to the Grantors and its tenants as is reasonably possible.

3.2 Covenant Regarding Crane

The parties covenant and agree that:

3.2.1 The right of the Developer to use the airspace of the Grantors is subject to the right of the Grantors to use such airspace for any lawful purpose and the right of the Developer to use such airspace is limited to the extent that the Developer is using such airspace for a lawful purpose.

3.2.2 The Developer will:

- (a) comply in the operation of the Crane with all permits issued by the City and any and all bylaws of the City relating to the operation of the Crane and any and all applicable building codes;
- (b) ensure that the Crane is kept at all times in good and workmanlike repair in accordance with all laws, directions, rules and regulations of every governmental authority having jurisdiction and is at all times operated in compliance with all applicable safety standards, including any applicable regulations issued by the Workers' Compensation Board; and
- (c) ensure that at the end of each work day, the boom of the Crane is not left in the airspace above the Grantor's Lands, it being acknowledged that the boom of the Crane will be left unsecured and may, due to high winds, weather vane into the airspace of the Grantors for as long as is necessary, provided that the Crane is carrying no load and provided that on the next work day and if safe to do so, the Developer shall cause the boom of the Crane to be moved from the airspace of the Grantors.

3.2.3 The Developer's project engineer shall be responsible for the design of the use of the Crane and for the performance of the installation of the Crane and shall provide periodic field

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

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reviews, as necessary, to confirm that the use of the Crane has not damaged the Grantors' Lands or the Improvements thereon.

3.2.4 The Developer shall be responsible for all fees, permits and construction expenses of any kind whatsoever with the Lot 5 Project.

3.2.5 Upon the Grantors delivering to the Developer any invoices evidencing any reasonable and proper costs and expenses incurred by the Grantors in connection with the following:

- (a) any review and approval by the Grantors or its agents of any plans and specifications delivered to it in connection with the construction of the Lot 5 Project; and
- (b) the rectification of any damage to the Grantors' Lands and Improvements (including any movement of, damage to and weakening of the Improvements),

the Developer shall no later than 30 days after receipt of each such invoice, reimburse the Grantors for such costs as are evidenced by each such invoice.

3.2.6 The Developer shall promptly make good any damage which it may cause to the Grantors' Lands or the Improvements by restoring such property or the Improvements to a condition at least as good as it or they were in prior to such damage and if the Developer does not make good such damage, the Grantors shall have the right to restore the property or improvements at the expense of the Developer.

3.3 Insurance

The Developer covenants and agrees that:

- (a) it will arrange at its sole expense to maintain through a reputable insurance broker such policy or policies of insurance as would a prudent owner of lands similarly situated to the lands of the Developer under which insurance policy or policies both the Developer and the Grantors will be named insureds;
- (b) at all times during the erection and use of the Crane, the Developer will, at its sole expense, maintain such insurance;

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

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- (c) the insurance policy or policies will contain cross liability and severability of interest provisions; and
- (d) the parties agree that after five years from the date of this Agreement and from time to time thereafter that the parties shall, upon 30 days' written notice by either party, adjust all monetary amounts for insurance in this Agreement to reflect the amounts for insurance and deductible then currently used in the construction industry and to the extent the parties cannot agree on such new minimum amounts by one month prior to the Developer commencing erection of the Crane on Lot 5 then such amounts shall be finally determined by arbitration as provided in this Agreement.

3.4 Indemnity

The Developer covenants and agrees to indemnify and save harmless the Grantors and its officers, directors, employees, licensees and agents from and against any and all costs, expenses, liabilities and damages, including death, suffered or incurred by the Grantors or its officers, directors, employees, licensees or agents as a result of the use of the Grantors' Lands by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising the rights of the Developer hereunder, which shall include, though not be limited to, any soil contamination or environmental damage of any form which the Grantors suffer from the use of the Crane, in, on, above or under the Grantors' Lands.

3.5 No Transfer

Each of the parties covenants and agrees that they will not convey, transfer or otherwise dispose of their property or any part or interest therein prior to the Expiry Date unless the grantee, transferee, lessee or other acquiring party executes an agreement to observe and perform the obligations of the party disposing of its interest in its property under this Agreement.

3.6 Condition Precedent for Successors

Despite any other provision of this Agreement, successors in title may not exercise the easement rights provided herein unless they, as grantee, transferee, lessee or other acquiring party, execute an agreement to observe and perform the obligations of the party disposing of its interest in its property under this Agreement and until such agreement is so executed and delivered, and despite a predecessor in title enjoying such easement, any attempt to exercise such rights by the successors in title shall constitute a trespass which may be restrained. If Lot 5 is subdivided by strata plan, none of the owners of the resulting strata lots may exercise

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607635v1

the easement rights provided herein until the strata corporation agrees in writing to be bound by and perform the terms of this Agreement.

4.0 **MISCELLANEOUS**

4.1 **Run with the Land**

The parties agree that the respective easements granted in Section 2.1 to the benefiting party by this Agreement will bind and run with the respective servient land and will be appurtenant to the dominant lands, but no part of the fee of the servient land will pass to or be vested in the benefiting party under or by virtue of this Agreement.

4.2 **Right to Use**

Nothing herein will prevent either the Developer or the Grantors from using their respective property in a manner which does not unreasonably interfere with the exercise by the other party of its rights hereunder.

4.3 **Time of Essence**

Time is of the essence in the performance of each obligation under this Agreement.

4.4 **Further Assurances**

Each party will, at the expense of the party requesting such further agreement or other document, execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

4.5 **Discharge of Easement**

At any time after the applicable Expiry Date as set out in Section 2.2 of the easement granted in Section 2.1, upon receiving a written request from the Grantors that the Developer execute and deliver in registrable form to the Grantors a discharge of the easement granted in Section 2.1, the Developer will execute and deliver such a discharge to the Grantors as soon as is reasonably possible.

4.6 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or

understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

4.7 No Limitation

Notwithstanding this Agreement or any provisions herein contained, it is expressly understood and agreed that nothing herein contained will release or limit the rights or remedies of either party at law or in equity or otherwise against the other in respect of any matter arising from the construction of any building, improvements or works on Lot 5 and the Grantors' Lands, as the case may be.

4.8 Arbitration

Subject to any other provision to the contrary in this Agreement, the parties agree that any dispute arising under this Agreement shall be determined by arbitration governed by the *Commercial Arbitration Act* (British Columbia), as amended or replaced, and if any dispute is not resolved between the parties within 30 days of a notice of the dispute, either party may refer the dispute for final arbitration by one arbitrator to be agreed upon between the parties or failing such agreement, within 15 days of the referral to arbitration, by three arbitrators, one of whom will be selected by each of the Developer and the Grantors and the third will then be selected by the two previously selected arbitrators. Subject to the ruling in any arbitration proceedings, the costs of such arbitration shall be borne equally by the parties.

5.0 NOTICES

5.1 Method and Address

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given:

- (a) if intended for the Developer, if delivered to Developer, or mailed in by prepaid registered post addressed to the Developer as follows:

Polygon Klahanie Development Ltd.
Suite 900 — 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

Attention: President

- (b) if intended for the Grantors, if delivered to Grantors, or mailed in by prepaid registered post addressed to the Grantors as follows:

Polygon Klahanie Development Ltd.
Suite 900 — 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

Attention: President

or to such address in Vancouver, British Columbia as any party may specify in writing by notice given in accordance herewith from time to time, and will be deemed to have been received, if delivered on the date of delivery, and if mailed as aforesaid then on the fifth day following its mailing provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect deliver, of such notice, then such notice will only be effective if actually delivered.

5.2 Reference to Agreement

Any notice given pursuant hereto will make specific reference to this Agreement.

5.3 Change of Address

The parties may change the address to which or the person to whose attention notice should be delivered from time to time by notice given in accordance herewith.

IN WITNESS WHEREOF the parties have executed this Agreement on the forms constituting the General Instrument Part 1, which are a part hereof, as of the date first above written.

END OF DOCUMENT ✓

(Easement – Crane over Lot 1, Lot 3, Lot 4 and Lot 6 in favour of Lot 5)

304260-004900-607635v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102635

Charge BX102635 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to the Developer the right to swing the boom of a construction crane over the Lands as part of its development of adjacent Lands.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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**LAND TITLE ACT
FORM C**

[Section 233]
Province of
British Columbia

13 JAN 2005 13 55

BX102635

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 14 Pages

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

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers & Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT)

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

11 05/01/13 13:54:41 06 LM 593132
CHARGE \$64.75

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948, Lot 3, Exc. Pt Subdivided by Plan BCP13958, DL 190, 233 & 235, Gp 1, NWD, Plan BCP8948 and Lot 5, DL 190 & 235, Gp, 1, NWD, Plan BCP13958	Page 8, Paragraph 2.0	TRANSFeree (Owner of Lot 4, DL 190, Gp 1, NWD, Plan BCP13958) <i>026-080-338</i> <i>6w9-211</i>

DYE & DURHAM CLIENT No. 11061 SURVEY DEPT.

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

- (a) Filed Standard Charge Terms _____ D.F. No.
- (b) Express Charge Terms XX 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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
(as Owner of Lot 1, Plan BCP8948, as Owner of Lot 3, Plan BCP8948 and as Owner of Lot 5, Plan BCP13958)

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 4, Plan BCP13958)

3/

(Easement - Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608060v1

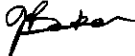
GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)



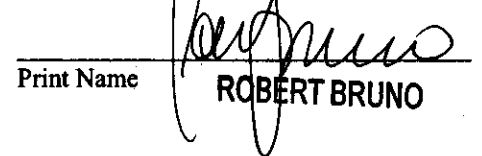
Print Name **SCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Execution Date

Y	M	D
05	01	05

Transferor(s) Signature(s)

**POLYGON KLAHANIE
DEVELOPMENT LTD.** by its authorized signatories:


Print Name **NEIL CHRYSTAL**
Print Name **ROBERT BRUNO**

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608060v1

**LAND TITLE ACT
FORM E**

SCHEDULE

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. (a)	PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*
<small>(PID)</small>	<small>(LEGAL DESCRIPTION)</small>
025-836-277	LOT 1, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP8948
025-836-293	LOT 3, EXCEPT PART SUBDIVIDED BY PLAN BCP13958, DISTRICT LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948
026-080-346	LOT 5, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP13958

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608060v1

**TERMS OF INSTRUMENT
PART 2
(Crane Overswing Easement Agreement)**

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 5 Owner" and together with the Lot 1 Owner and the Lot 3 Owner are herein collectively referred to as the "Grantors")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

A. The Lot 1 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1");

B. The Lot 3 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3");

C. The Lot 5 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 026-080-346

Lot 5, District Lots 190 and 235, Group 1, NWD, Plan BCP13958

("Lot 5" and together with Lot 1 and Lot 3 are herein collectively referred to as the "Grantors' Lands");

D. The Developer is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 026-080-338

Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958

("Lot 4");

E. The Developer, or its successors in title, wishes to develop Lot 4, construct, or cause to be constructed, the Lot 4 Project and in connection with the development of the Lot 4 it may be necessary for the Developer to swing the boom of a construction crane over the Grantors' Lands; and

F. The parties have agreed to enter into this Crane Overswing Easement Agreement on the terms and conditions set forth below.

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

NOW THEREFORE in consideration of the promises, the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged and agreed to by the parties), the parties covenant and agree:

1.0 **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

For the purposes of this Agreement, the following words or phrases will have the following meanings:

“Business Day” means any day other than Saturday, Sunday and any other day which is a legal holiday in British Columbia.

“City” means the City of Port Moody, British Columbia.

“Crane” means any and all construction cranes which the Developer erect and use upon their respective properties for the purposes of assisting in the construction of the Lot 4 Project.

“Improvements” means the buildings and all other improvements located on either Lot 4 or the Grantors’ Lands, as the case may be, from time to time.

“Lot 4 Project” means the development which the Developer or its successors in title may cause to be constructed sometime in the future on Lot 4 and the replacement thereof from time to time.

1.2 **Severability of Provisions**

If any provision or provisions herein contained will be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

1.3 **Amendments, etc.**

No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

1.4 Headings

The headings of the Sections herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Section thereof and have been inserted for convenience of reference only.

1.5 Interpretation

Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties so require.

1.6 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, trustees, successors and assigns and these easements shall be appurtenant to Grantors' Lands and every part into which they may be subdivided, from time to time, and shall charge and run with the Grantors' Lands and shall enure to the benefit and be binding upon the owners, from time to time, and their respective heirs, executors, administrators, trustees, successors and assigns and all parties claiming through them.

2.0 EASEMENT OVER LOT 1, LOT 3 AND LOT 5

2.1 Grant of Easement

The Grantors do hereby grant, convey and confirm unto the Developer, its servants, agents, licensees, contractors and subcontractors, an easement until the applicable termination date and the full, free and uninterrupted right, licence, liberty, privilege and permission to enter the Grantors' Lands for the following purposes:

- (a) to use that part of the Grantors' Lands which is above the highest elevation of any permanent structure, including any antennae or other normal attachments and appurtenances thereto, located thereon for the purpose of the movement through such part of the Grantors' Lands of the swinging boom of the Crane.

To have and to hold such easements as easements appurtenant to the owner of Lot 4 subject only to the provisos, terms and conditions herein contained.

2.2 Term of Easements

The easements granted in Section 2.1 and all other rights, liberties, licences, privileges and permissions granted by and obligations binding the parties in this Agreement shall

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

be effective from the date of this Agreement and shall expire when the Developer completes construction of improvements over Lot 4 and receives a final occupancy permit from the City for the Lot 4 Project (the "Expiry Date").

3.0 **COVENANT OF THE PARTIES**

3.1 **General Covenants**

Each of the parties covenants and agrees with the other:

3.1.1 Not to do or permit to be done any act or thing within its control which will unreasonably interfere with the exercise by the Developer of the rights hereunder or damage or interfere with any part of the Lot 4 Project or any hoarding erected by the Developer pursuant to this Agreement.

3.1.2 That the Developer and its servants, agents and licensees will not, without the prior written consent of the Grantors, do anything which might damage, disturb, prejudice or adversely affect any part of the Improvements on the Grantors' Lands or which will interfere with or interrupt any utilities or similar services supplied to the Grantors' Lands.

3.1.3 The Developer will at all times act reasonably and with due consideration for the interest of the Grantors and its tenants and will cause as little disturbance to the Grantors and its tenants as is reasonably possible.

3.2 **Covenant Regarding Crane**

The parties covenant and agree that:

3.2.1 The right of the Developer to use the airspace of the Grantors is subject to the right of the Grantors to use such airspace for any lawful purpose and the right of the Developer to use such airspace is limited to the extent that the Developer is using such airspace for a lawful purpose.

3.2.2 The Developer will:

- (a) comply in the operation of the Crane with all permits issued by the City and any and all bylaws of the City relating to the operation of the Crane and any and all applicable building codes;

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

- (b) ensure that the Crane is kept at all times in good and workmanlike repair in accordance with all laws, directions, rules and regulations of every governmental authority having jurisdiction and is at all times operated in compliance with all applicable safety standards, including any applicable regulations issued by the Workers' Compensation Board; and
- (c) ensure that at the end of each work day, the boom of the Crane is not left in the airspace above the Grantor's Lands, it being acknowledged that the boom of the Crane will be left unsecured and may, due to high winds, weather vane into the airspace of the Grantors for as long as is necessary, provided that the Crane is carrying no load and provided that on the next work day and if safe to do so, the Developer shall cause the boom of the Crane to be moved from the airspace of the Grantors.

3.2.3 The Developer's project engineer shall be responsible for the design of the use of the Crane and for the performance of the installation of the Crane and shall provide periodic field reviews, as necessary, to confirm that the use of the Crane has not damaged the Grantors' Lands or the Improvements thereon.

3.2.4 The Developer shall be responsible for all fees, permits and construction expenses of any kind whatsoever with the Lot 4 Project.

3.2.5 Upon the Grantors delivering to the Developer any invoices evidencing any reasonable and proper costs and expenses incurred by the Grantors in connection with the following:

- (a) any review and approval by the Grantors or its agents of any plans and specifications delivered to it in connection with the construction of the Lot 4 Project; and
- (b) the rectification of any damage to the Grantors' Lands and Improvements (including any movement of, damage to and weakening of the Improvements),

the Developer shall no later than 30 days after receipt of each such invoice, reimburse the Grantors for such costs as are evidenced by each such invoice.

3.2.6 The Developer shall promptly make good any damage which it may cause to the Grantors' Lands or the Improvements by restoring such property or the Improvements to a

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

condition at least as good as it or they were in prior to such damage and if the Developer does not make good such damage, the Grantors shall have the right to restore the property or improvements at the expense of the Developer.

3.3 Insurance

The Developer covenants and agrees that:

- (a) it will arrange at its sole expense to maintain through a reputable insurance broker such policy or policies of insurance as would a prudent owner of lands similarly situated to the lands of the Developer under which insurance policy or policies both the Developer and the Grantors will be named insureds;
- (b) at all times during the erection and use of the Crane, the Developer will, at its sole expense, maintain such insurance;
- (c) the insurance policy or policies will contain cross liability and severability of interest provisions; and
- (d) the parties agree that after five years from the date of this Agreement and from time to time thereafter that the parties shall, upon 30 days' written notice by either party, adjust all monetary amounts for insurance in this Agreement to reflect the amounts for insurance and deductible then currently used in the construction industry and to the extent the parties cannot agree on such new minimum amounts by one month prior to the Developer commencing erection of the Crane on Lot 4 then such amounts shall be finally determined by arbitration as provided in this Agreement.

3.4 Indemnity

The Developer covenants and agrees to indemnify and save harmless the Grantors and its officers, directors, employees, licensees and agents from and against any and all costs, expenses, liabilities and damages, including death, suffered or incurred by the Grantors or its officers, directors, employees, licensees or agents as a result of the use of the Grantors' Lands by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising the rights of the Developer hereunder, which shall include, though not be limited to, any soil contamination or environmental damage of any form which the Grantors suffer from the use of the Crane, in, on, above or under the Grantors' Lands.

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

3.5 No Transfer

Each of the parties covenants and agrees that they will not convey, transfer or otherwise dispose of their property or any part or interest therein prior to the Expiry Date unless the grantee, transferee, lessee or other acquiring party executes an agreement to observe and perform the obligations of the party disposing of its interest in its property under this Agreement.

3.6 Condition Precedent for Successors

Despite any other provision of this Agreement, successors in title may not exercise the easement rights provided herein unless they, as grantee, transferee, lessee or other acquiring party, execute an agreement to observe and perform the obligations of the party disposing of its interest in its property under this Agreement and until such agreement is so executed and delivered, and despite a predecessor in title enjoying such easement, any attempt to exercise such rights by the successors in title shall constitute a trespass which may be restrained. If Lot 4 is subdivided by strata plan, none of the owners of the resulting strata lots may exercise the easement rights provided herein until the strata corporation agrees in writing to be bound by and perform the terms of this Agreement.

4.0 MISCELLANEOUS

4.1 Run with the Land

The parties agree that the respective easements granted in Section 2.1 to the benefiting party by this Agreement will bind and run with the respective servient land and will be appurtenant to the dominant lands, but no part of the fee of the servient land will pass to or be vested in the benefiting party under or by virtue of this Agreement.

4.2 Right to Use

Nothing herein will prevent either the Developer or the Grantors from using their respective property in a manner which does not unreasonably interfere with the exercise by the other party of its rights hereunder.

4.3 Time of Essence

Time is of the essence in the performance of each obligation under this Agreement.

4.4 Further Assurances

Each party will, at the expense of the party requesting such further agreement or other document, execute and deliver such further agreements and other documents and do such

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

4.5 Discharge of Easement

At any time after the applicable Expiry Date as set out in Section 2.2 of the easement granted in Section 2.1, upon receiving a written request from the Grantors that the Developer execute and deliver in registrable form to the Grantors a discharge of the easement granted in Section 2.1, the Developer will execute and deliver such a discharge to the Grantors as soon as is reasonably possible.

4.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

4.7 No Limitation

Notwithstanding this Agreement or any provisions herein contained, it is expressly understood and agreed that nothing herein contained will release or limit the rights or remedies of either party at law or in equity or otherwise against the other in respect of any matter arising from the construction of any building, improvements or works on Lot 4 and the Grantors' Lands, as the case may be.

4.8 Arbitration

Subject to any other provision to the contrary in this Agreement, the parties agree that any dispute arising under this Agreement shall be determined by arbitration governed by the *Commercial Arbitration Act* (British Columbia), as amended or replaced, and if any dispute is not resolved between the parties within 30 days of a notice of the dispute, either party may refer the dispute for final arbitration by one arbitrator to be agreed upon between the parties or failing such agreement, within 15 days of the referral to arbitration, by three arbitrators, one of whom will be selected by each of the Developer and the Grantors and the third will then be selected by the two previously selected arbitrators. Subject to the ruling in any arbitration proceedings, the costs of such arbitration shall be borne equally by the parties.

(Easement – Crane over Lot 1, Lot 3 and Lot 5 in favour of Lot 4)

304260-004900-608055v1

5.0 **NOTICES****5.1** **Method and Address**

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given:

- (a) if intended for the Developer, if delivered to Developer, or mailed in by prepaid registered post addressed to the Developer as follows:

Polygon Klahanie Development Ltd.
Suite 900 — 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

Attention: President

- (b) if intended for the Grantors, if delivered to Grantors, or mailed in by prepaid registered post addressed to the Grantors as follows:

Polygon Klahanie Development Ltd.
Suite 900 — 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

Attention: President

or to such address in Vancouver, British Columbia as any party may specify in writing by notice given in accordance herewith from time to time, and will be deemed to have been received, if delivered on the date of delivery, and if mailed as aforesaid then on the fifth day following its mailing provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect deliver, of such notice, then such notice will only be effective if actually delivered.

5.2 **Reference to Agreement**

Any notice given pursuant hereto will make specific reference to this Agreement.

5.3 Change of Address

The parties may change the address to which or the person to whose attention notice should be delivered from time to time by notice given in accordance herewith.

IN WITNESS WHEREOF the parties have executed this Agreement on the forms constituting the General Instrument Part 1, which are a part hereof, as of the date first above written.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102636

Charge BX102636 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to the Developer (as owner of Lot 3) the right to swing the boom of a construction crane over the Lands (Lots 1 & 6) as part of its development of adjacent Lands.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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BX102636

13 JAN 2005 13 56

LAND TITLE ACT

FORM C

[Section 233]

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(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)

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers & Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT)

11 05/01/13 13:54:54 06 LM
CHARGE

593132
\$64.75

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948 and Lot 6, DL 233 & 235, Gp 1, NWD, Plan BCP13958	Page 7, Paragraph 2.0	025-836-293 B20092751 TRANSFEREE (Owner of Lot 3, Exc. Pt Subdivided by Plan BCP13958, DL 190, 233 & 235, Gp 1, NWD, Plan BCP8948

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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
(as Owner of Lot 1, Plan BCP8948 and as Owner of Lot 6, Plan BCP13958)

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 3, Plan BCP8948)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

4/

(Easement - Crane over Lot 1 and Lot 6 in favour of Lot 3)

304260-004900-608946v1


GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)




 Print Name
JOSCELYN BAKER
 Barrister & Solicitor
 900 - 1333 West Broadway
 Vancouver, B.C. V6H 4C2
 Tel. 604-871-4244

Execution Date

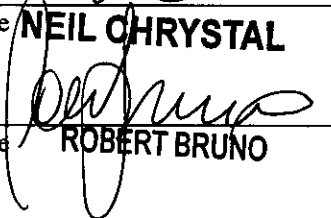
Y	M	D
05	01	05

Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatories:



 Print Name **NEIL CHRYSAL**



 Print Name **ROBERT BRUNO**

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

304260-004900-608946v1

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

- | | |
|---------------|---|
| 2. (a) | PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:* |
| | <small>(PID) (LEGAL DESCRIPTION)</small> |
| 025-836-277 | LOT 1, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP8948 |
| 026-080-354 | LOT 6, DISTRICT LOTS 233 AND 235, GROUP 1, NWD, PLAN BCP13958 |

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

304260-004900-608946v1

**TERMS OF INSTRUMENT
PART 2
(Crane Overswing Easement Agreement)**

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 6 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner" and together with the Lot 6 Owner are herein collectively referred to as the "Grantors")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Lot 6 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 026-080-354
Lot 6, District Lots 233 and 235, Group 1, NWD, Plan BCP13958

("Lot 6");

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

B. The Lot 1 Owner is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1" and together with Lot 6 are herein collectively referred to as the "Grantors' Lands");

C. The Developer is the registered owner in fee simple of the lands situated in City of Port Moody, British Columbia and legally described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233, and 235, Group 1, NWD, Plan BCP8948

("Lot 3");

D. The Developer, or its successors in title, wishes to develop Lot 3, construct, or cause to be constructed, the Lot 3 Project and in connection with the development of the Lot 3 it may be necessary for the Developer to swing the boom of a construction crane over the Grantors' Lands; and

E. The parties have agreed to enter into this Crane Overswing Easement Agreement on the terms and conditions set forth below.

NOW THEREFORE in consideration of the promises, the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged and agreed to by the parties), the parties covenant and agree:

1.0 **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

For the purposes of this Agreement, the following words or phrases will have the following meanings:

"Business Day" means any day other than Saturday, Sunday and any other day which is a legal holiday in British Columbia.

"City" means the City of Port Moody, British Columbia.

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

“**Crane**” means any and all construction cranes which the Developer erect and use upon their respective properties for the purposes of assisting in the construction of the Lot 3 Project.

“**Improvements**” means the buildings and all other improvements located on either Lot 3 or the Grantors’ Lands, as the case may be, from time to time.

“**Lot 3 Project**” means the development which the Developer or its successors in title may cause to be constructed sometime in the future on Lot 3 and the replacement thereof from time to time.

1.2 Severability of Provisions

If any provision or provisions herein contained will be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

1.3 Amendments, etc.

No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

1.4 Headings

The headings of the Sections herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Section thereof and have been inserted for convenience of reference only.

1.5 Interpretation

Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties so require.

1.6 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, trustees, successors and assigns and these easements shall be appurtenant to Grantors’ Lands and every part into which they may be

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

subdivided, from time to time, and shall charge and run with the Grantors' Lands and shall enure to the benefit and be binding upon the owners, from time to time, and their respective heirs, executors, administrators, trustees, successors and assigns and all parties claiming through them.

2.0 **EASEMENT OVER LOT 1 AND LOT 6**

2.1 **Grant of Easement**

The Grantors do hereby grant, convey and confirm unto the Developer, its servants, agents, licensees, contractors and subcontractors, an easement until the applicable termination date and the full, free and uninterrupted right, licence, liberty, privilege and permission to enter the Grantors' Lands for the following purposes:

- (a) to use that part of the Grantors' Lands which is above the highest elevation of any permanent structure, including any antennae or other normal attachments and appurtenances thereto, located thereon for the purpose of the movement through such part of the Grantors' Lands of the swinging boom of the Crane.

To have and to hold such easements as easements appurtenant to the owner of Lot 3 subject only to the provisos, terms and conditions herein contained.

2.2 **Term of Easements**

The easements granted in Section 2.1 and all other rights, liberties, licences, privileges and permissions granted by and obligations binding the parties in this Agreement shall be effective from the date of this Agreement and shall expire when the Developer completes construction of improvements over Lot 3 and receives a final occupancy permit from the City for the Lot 3 Project (the "Expiry Date").

3.0 **COVENANT OF THE PARTIES**

3.1 **General Covenants**

Each of the parties covenants and agrees with the other:

3.1.1 Not to do or permit to be done any act or thing within its control which will unreasonably interfere with the exercise by the Developer of the rights hereunder or damage or interfere with any part of the Lot 3 Project or any hoarding erected by the Developer pursuant to this Agreement.

3.1.2 That the Developer and its servants, agents and licensees will not, without the prior written consent of the Grantors, do anything which might damage, disturb, prejudice or

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

adversely affect any part of the Improvements on the Grantors' Lands or which will interfere with or interrupt any utilities or similar services supplied to the Grantors' Lands.

3.1.3 The Developer will at all times act reasonably and with due consideration for the interest of the Grantors and its tenants and will cause as little disturbance to the Grantors and its tenants as is reasonably possible.

3.2 Covenant Regarding Crane

The parties covenant and agree that:

3.2.1 The right of the Developer to use the airspace of the Grantors is subject to the right of the Grantors to use such airspace for any lawful purpose and the right of the Developer to use such airspace is limited to the extent that the Developer is using such airspace for a lawful purpose.

3.2.2 The Developer will:

- (a) comply in the operation of the Crane with all permits issued by the City and any and all bylaws of the City relating to the operation of the Crane and any and all applicable building codes;
- (b) ensure that the Crane is kept at all times in good and workmanlike repair in accordance with all laws, directions, rules and regulations of every governmental authority having jurisdiction and is at all times operated in compliance with all applicable safety standards, including any applicable regulations issued by the Workers' Compensation Board; and
- (c) ensure that at the end of each work day, the boom of the Crane is not left in the airspace above the Grantor's Lands, it being acknowledged that the boom of the Crane will be left unsecured and may, due to high winds, weather vane into the airspace of the Grantors for as long as is necessary, provided that the Crane is carrying no load and provided that on the next work day and if safe to do so, the Developer shall cause the boom of the Crane to be moved from the airspace of the Grantors.

3.2.3 The Developer's project engineer shall be responsible for the design of the use of the Crane and for the performance of the installation of the Crane and shall provide periodic field

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

reviews, as necessary, to confirm that the use of the Crane has not damaged the Grantors' Lands or the Improvements thereon.

3.2.4 The Developer shall be responsible for all fees, permits and construction expenses of any kind whatsoever with the Lot 3 Project.

3.2.5 Upon the Grantors delivering to the Developer any invoices evidencing any reasonable and proper costs and expenses incurred by the Grantors in connection with the following:

- (a) any review and approval by the Grantors or its agents of any plans and specifications delivered to it in connection with the construction of the Lot 3 Project; and
- (b) the rectification of any damage to the Grantors' Lands and Improvements (including any movement of, damage to and weakening of the Improvements),

the Developer shall no later than 30 days after receipt of each such invoice, reimburse the Grantors for such costs as are evidenced by each such invoice.

3.2.6 The Developer shall promptly make good any damage which it may cause to the Grantors' Lands or the Improvements by restoring such property or the Improvements to a condition at least as good as it or they were in prior to such damage and if the Developer does not make good such damage, the Grantors shall have the right to restore the property or improvements at the expense of the Developer.

3.3 Insurance

The Developer covenants and agrees that:

- (a) it will arrange at its sole expense to maintain through a reputable insurance broker such policy or policies of insurance as would a prudent owner of lands similarly situated to the lands of the Developer under which insurance policy or policies both the Developer and the Grantors will be named insureds;
- (b) at all times during the erection and use of the Crane, the Developer will, at its sole expense, maintain such insurance;

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

- (c) the insurance policy or policies will contain cross liability and severability of interest provisions; and
- (d) the parties agree that after five years from the date of this Agreement and from time to time thereafter that the parties shall, upon 30 days' written notice by either party, adjust all monetary amounts for insurance in this Agreement to reflect the amounts for insurance and deductible then currently used in the construction industry and to the extent the parties cannot agree on such new minimum amounts by one month prior to the Developer commencing erection of the Crane on Lot 3 then such amounts shall be finally determined by arbitration as provided in this Agreement.

3.4 Indemnity

The Developer covenants and agrees to indemnify and save harmless the Grantors and its officers, directors, employees, licensees and agents from and against any and all costs, expenses, liabilities and damages, including death, suffered or incurred by the Grantors or its officers, directors, employees, licensees or agents as a result of the use of the Grantors' Lands by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising the rights of the Developer hereunder, which shall include, though not be limited to, any soil contamination or environmental damage of any form which the Grantors suffer from the use of the Crane, in, on, above or under the Grantors' Lands.

3.5 No Transfer

Each of the parties covenants and agrees that they will not convey, transfer or otherwise dispose of their property or any part or interest therein prior to the Expiry Date unless the grantee, transferee, lessee or other acquiring party executes an agreement to observe and perform the obligations of the party disposing of its interest in its property under this Agreement.

3.6 Condition Precedent for Successors

Despite any other provision of this Agreement, successors in title may not exercise the easement rights provided herein unless they, as grantee, transferee, lessee or other acquiring party, execute an agreement to observe and perform the obligations of the party disposing of its interest in its property under this Agreement and until such agreement is so executed and delivered, and despite a predecessor in title enjoying such easement, any attempt to exercise such rights by the successors in title shall constitute a trespass which may be restrained. If Lot 3 is subdivided by strata plan, none of the owners of the resulting strata lots may exercise

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

the easement rights provided herein until the strata corporation agrees in writing to be bound by and perform the terms of this Agreement.

4.0 **MISCELLANEOUS**

4.1 **Run with the Land**

The parties agree that the respective easements granted in Section 2.1 to the benefiting party by this Agreement will bind and run with the respective servient land and will be appurtenant to the dominant lands, but no part of the fee of the servient land will pass to or be vested in the benefiting party under or by virtue of this Agreement.

4.2 **Right to Use**

Nothing herein will prevent either the Developer or the Grantors from using their respective property in a manner which does not unreasonably interfere with the exercise by the other party of its rights hereunder.

4.3 **Time of Essence**

Time is of the essence in the performance of each obligation under this Agreement.

4.4 **Further Assurances**

Each party will, at the expense of the party requesting such further agreement or other document, execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

4.5 **Discharge of Easement**

At any time after the applicable Expiry Date as set out in Section 2.2 of the easement granted in Section 2.1, upon receiving a written request from the Grantors that the Developer execute and deliver in registrable form to the Grantors a discharge of the easement granted in Section 2.1, the Developer will execute and deliver such a discharge to the Grantors as soon as is reasonably possible.

4.6 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

4.7 No Limitation

Notwithstanding this Agreement or any provisions herein contained, it is expressly understood and agreed that nothing herein contained will release or limit the rights or remedies of either party at law or in equity or otherwise against the other in respect of any matter arising from the construction of any building, improvements or works on Lot 3 and the Grantors' Lands, as the case may be.

4.8 Arbitration

Subject to any other provision to the contrary in this Agreement, the parties agree that any dispute arising under this Agreement shall be determined by arbitration governed by the *Commercial Arbitration Act* (British Columbia), as amended or replaced, and if any dispute is not resolved between the parties within 30 days of a notice of the dispute, either party may refer the dispute for final arbitration by one arbitrator to be agreed upon between the parties or failing such agreement, within 15 days of the referral to arbitration, by three arbitrators, one of whom will be selected by each of the Developer and the Grantors and the third will then be selected by the two previously selected arbitrators. Subject to the ruling in any arbitration proceedings, the costs of such arbitration shall be borne equally by the parties.

5.0 NOTICES

5.1 Method and Address

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given:

- (a) if intended for the Developer, if delivered to Developer, or mailed in by prepaid registered post addressed to the Developer as follows:

Polygon Klahanie Development Ltd.
Suite 900 — 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

Attention: President

(Easement – Crane over Lot 1 and Lot 6 in favour of Lot 3)

507984-000100-608941v1

- (b) if intended for the Grantors, if delivered to Grantors, or mailed in by prepaid registered post addressed to the Grantors as follows:

Polygon Klahanie Development Ltd.
Suite 900 — 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

Attention: President

or to such address in Vancouver, British Columbia as any party may specify in writing by notice given in accordance herewith from time to time, and will be deemed to have been received, if delivered on the date of delivery, and if mailed as aforesaid then on the fifth day following its mailing provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect deliver, of such notice, then such notice will only be effective if actually delivered.

5.2 Reference to Agreement

Any notice given pursuant hereto will make specific reference to this Agreement.

5.3 Change of Address

The parties may change the address to which or the person to whose attention notice should be delivered from time to time by notice given in accordance herewith.

IN WITNESS WHEREOF the parties have executed this Agreement on the forms constituting the General Instrument Part 1, which are a part hereof, as of the date first above written.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102637 to BX102638

Charge BX102637 to BX102638 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to Telus, B.C. Hydro, Terasen Gas, Rogers Cable TV or Shaw Cable Systems B.C. Ltd. the right to pass and repass through the Lands with or without vehicles, for the purpose of installing, constructing, maintaining, repairing, replacing, renewing or connecting to any and all utilities services, and generally do all acts necessary for these purposes.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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005-13
LAND TITLE ACT BX102637
FORM C
[Section 233]
Province of
British Columbia

13 JAN 2005 13 56

BX102638

GENERAL INSTRUMENT - PART 1

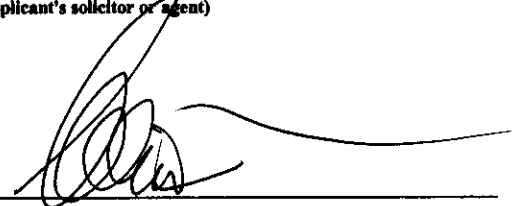
(This area for Land Title Office use)

PAGE 1 OF 7 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)


signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
025-836-277	LOT 1, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP8948
025-836-293	LOT 3, EXCEPT PART SUBDIVIDED BY PLAN BCP13958, DISTRICT LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948	Pages 4 to 5, Paragraph 1.0	026-080-338 BW 4-3111 TRANSFeree as Owner of Lot 4, District Lot 190, Gp 1, NWD, Plan BCP13958
EASEMENT over Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948	Page 5, Paragraph 2.0	026-080-338 BW 4-3111 TRANSFeree as Owner of Lot 4, District Lot 190, Gp 1, NWD, Plan BCP13958

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 the 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.

11 05/01/13 13:33:12 06 LN 593132
CHARGE \$129.50

TRANSFEROR(S):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 1, Plan BCP8948
POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 3, Plan BCP8948

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 4, Plan BCP13958)

DYE & DURHAM CLIENT NO. 11061
SURVEY DEPT.

(Easement - Utilities over Lot 1 and Lot 3 in favour of Lot 4)

5/

GENERAL INSTRUMENT - PART 1

7. ADDITIONAL OR MODIFIED TERMS: *

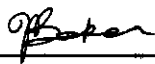
N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) 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.**

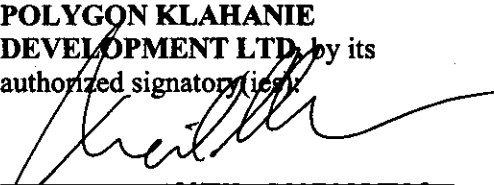
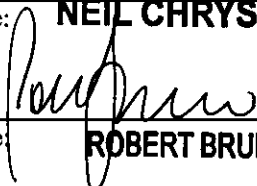
Officer Signature(s)

Execution Date

Transferor(s) Signature(s)


Print Name: **JOSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Y	M	D
05	01	05

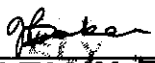
POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies)

Print Name: **NEIL CHRYSTAL**

Print Name: **ROBERT BRUNO**

(as to all signatures)

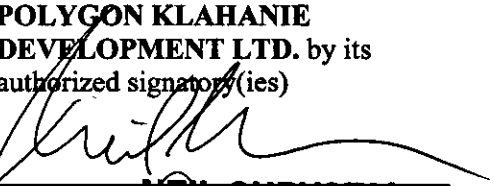
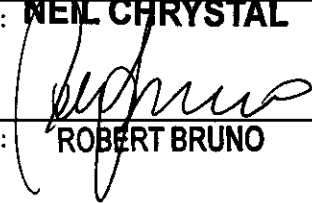
Officer Signature(s)

Execution Date

Transferee(s) Signature(s)


Print Name: **JOSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Y	M	D
05	01	05

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies)

Print Name: **NEIL CHRYSTAL**

Print Name: **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Utilities over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607607v1

**TERMS OF INSTRUMENT
PART 2**

(Access re: Utilities)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner" and the Lot 1 Owner and the Lot 3 Owner are
herein collectively referred to as the "Grantors")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Lot 1 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1")

(Easement – Utilities over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607605v1

B. The Lot 3 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3" and together with Lot 1 are herein collectively referred to as the "Lands")

C. The Developer is the registered owner of those lands and premises in the City of Port Moody in the Province of British Columbia more particular known and described as:

PID: 026-080-338

Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958

("Lot 4")

and is constructing a development on Lot 4 which forms part of the Klahanie community (the "Development").

D. In order to complete the Development, the Developer must have access to the Lands to install and connect certain utilities works to existing utilities on the Lands; and

E. The Grantors have agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantors (the receipt of which is hereby acknowledged by the Grantors) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 1

THE LOT 1 OWNER DOES HEREBY GRANT TO THE DEVELOPER for the benefit of the Lot 4, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 4 the non-exclusive use in common with the Lot 1 Owner and its servants, agents, tenants, invitees and licensees, any other persons to whom the Lot 1 Owner has granted rights to

(Easement – Utilities over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607605v1

use Lot 1 and the owner or owners for the time being of all or any part of Lot 1 the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along and upon Lot 1 with or without vehicles for the purpose of installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any or all utilities services (the "Works") on Lot 1 including, but not limited to:
 - (i) all telecommunications services, including those provided by Telus;
 - (ii) all electrical distribution services, including those provided by British Columbia Hydro and Power Authority;
 - (iii) all natural gas services, including those provided by Terasen Gas; and
 - (iv) all cable services, including those provided by Rogers Cable TV or Shaw Cable Systems B.C. Ltd.; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 EASEMENT OVER LOT 3

THE LOT 3 OWNER DOES HEREBY GRANT TO THE DEVELOPER for the benefit of the Lot 4, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 4 the non-exclusive use in common with the Lot 3 Owner and its servants, agents, tenants, invitees and licensees, any other persons to whom the Lot 3 Owner has granted rights to use Lot 3 and the owner or owners for the time being of all or any part of Lot 3 the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along and upon Lot 3 with or without vehicles for the purpose of installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any or all utilities services (the "Works") on Lot 3 including, but not limited to:
 - (i) all telecommunications services, including those provided by Telus;
 - (ii) all electrical distribution services, including those provided by British Columbia Hydro and Power Authority;

(Easement – Utilities over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607605v1

- (iii) all natural gas services, including those provided by Terasen Gas; and
 - (iv) all cable services, including those provided by Rogers Cable TV or Shaw Cable Systems B.C. Ltd.; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 2.0.

3.0 The Developer covenants with the Grantors that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete the Works.

4.0 The Grantors covenant that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantors or of any person, firm or corporation claiming by, through, under or in trust for the Grantors.

5.0 The Developer covenants and agrees to indemnify and save harmless the Grantors and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantors, its successors and assigns as a result of the use of the Development by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

6.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

7.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 4 herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 4 herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 4 to which the Developer no longer has an interest.

(Easement – Utilities over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607605v1

8.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

9.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT

(Easement – Utilities over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607605v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102639

Charge BX102639 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge is an easement in favour of the owners (the "Developer") of Lot 3 and Lot 1 (the "Development Lands") over the lands of the owner of Lot 4 (the "Grantor). The Developer is constructing developments on Lot 3 and Lot 1 (the "Developments") and in order to complete the Developments, the Developer must have access to Lot 4 to install and connect certain utilities works to existing utilities on Lot 4. The Developer is granted the right and easement to pass and repass through Lot 4 for installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any utilities services (the "Works") on Lot 4 including, but not limited to, all telecommunication, electrical distribution, natural gas and cable services. The Developer shall obtain all approvals from governmental authorities in order to complete the Works.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

310-HOME (4663)

realestate@spagslaw.ca

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LAND TITLE ACT
FORM C
[Section 233]
Province of
British Columbia

13 JAN 2005 13 56

BX102639

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
026-080-338	LOT 4, DISTRICT LOT 190, GROUP 1, NWD, PLAN BCP13958

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 4, DL 190, Gp 1, NWD, Plan BCP13958	Pages 4 to 5, Paragraph 1.0	025-836-277 025-836-293 TRANSFeree as Owner of Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948 and as Owner of Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

11	05/01/13 13:55:23 06 LM	593132
D.F. No.	CHARGE	\$64.75
<input checked="" type="checkbox"/>	Annexed as Part 2	
<input type="checkbox"/>	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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 4, Plan BCP13958

TRANSFEEE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 1, Plan BCP8948)

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 3, Plan BCP8948)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

6/

(Easement - Utilities over Lot 4 in favour of Lot 1 and Lot 3)

GENERAL INSTRUMENT - PART 1

7. ADDITIONAL OR MODIFIED TERMS: *

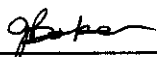
N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) 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.


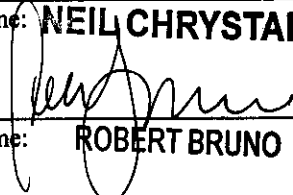
Officer Signature(s)

Execution Date

Transferor(s) Signature(s)


 Print Name: **ROSCELYN BAKER**
 Barrister & Solicitor
 800 - 1333 West Broadway
 Vancouver, B.C. V6H 4C2
 Tel. 604-871-4244

Y	M	D
05	01	05

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):

 Print Name: **NEIL CHRYSTAL**

 Print Name: **ROBERT BRUNO**

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Utilities over Lot 4 in favour of Lot 1 and Lot 3)

**TERMS OF INSTRUMENT
PART 2**

(Access re: Utilities)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Grantor")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner" and together with the Lot 1 Owner are herein collectively referred to as the Developer")

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 026-080-338

Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958

("Lot 4")

(Easement – Utilities over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607611v1

B. The Lot 1 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948
("Lot 1")

and is constructing a development on Lot 1 which forms part of the Klahanie community (the "Lot 1 Development").

C. The Lot 3 Owner is the registered owner of those lands and premises in the City of Port Moody in the Province of British Columbia more particular known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3" and together with Lot 1 are herein collectively referred to as the "Development Lands")

and is constructing a development on Lot 3 which forms part of the Klahanie community (the "Lot 3 Development" and together with the Lot 1 Development are herein collectively referred to as the "Developments").

D. In order to complete the Developments, the Developer must have access to Lot 4 to install and connect certain utilities works to existing utilities on Lot 4; and

E. The Grantor has agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 4

THE GRANTOR DOES HEREBY GRANT TO THE DEVELOPER for the benefit of the Development Lands, for the use and enjoyment of the Developer and its servants,

(Easement – Utilities over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607611v1

agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Development Lands the non-exclusive use in common with the Grantor and its servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use Lot 4 and the owner or owners for the time being of all or any part of Lot 4 the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along and upon Lot 4 with or without vehicles for the purpose of installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any or all utilities services (the "Works") on Lot 4 including, but not limited to:
 - (i) all telecommunications services, including those provided by Telus;
 - (ii) all electrical distribution services, including those provided by British Columbia Hydro and Power Authority;
 - (iii) all natural gas services, including those provided by Terasen Gas; and
 - (iv) all cable services, including those provided by Rogers Cable TV or Shaw Cable Systems B.C. Ltd.; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 The Developer covenants with the Grantor that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete the Works.

3.0 The Grantor covenants that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

4.0 The Developer covenants and agrees to indemnify and save harmless the Grantor and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantor, its successors and assigns as a result of the use of the Development Lands by the Developer, its servants, agents, contractors, subcontractors,

(Easement – Utilities over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607611v1

employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

5.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

6.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 1 or Lot 3, respectively herein described, to the intent that, upon the Developer no longer having an interest in any portion of Lot 1 or Lot 3, respectively herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 1 or Lot 3 to which the Developer no longer has an interest.

7.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

8.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT

(Easement – Utilities over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607611v1

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13 JAN 2005 13 56

BX102641

**LAND TITLE ACT
FORM C**

[Section 233]
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
025-836-277	LOT 1, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP8948
025-836-293	LOT 3, EXCEPT PART SUBDIVIDED BY PLAN BCP13958, DISTRICT LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948	Pages 4 to 5, Paragraph 1.0	026-080-338 TRANSFEEE as Owner of Lot 4, District Lot 190, Gp 1, NWD, Plan BCP13958
EASEMENT over Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948	Page 5, Paragraph 2.0	026-080-338 TRANSFEEE as Owner of Lot 4, District Lot 190, Gp 1, NWD, Plan BCP13958

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

- | | D.F. No. |
|---------------------------------|---|
| (a) Filed Standard Charge Terms | |
| (b) Express Charge Terms | <u>X</u> Annexed as Part 2 |
| (c) Release | <u> </u> 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 the 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.

11 05/01/13 13:55:37 06 LM 593132
CHARGE \$129.50

5. TRANSFEROR(S):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 1, Plan BCP8948
POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 3, Plan BCP8948

6. TRANSFEREE(S):

[Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 4, Plan BCP13958)

DYE & DURHAM CLIENT No. 11061 SURVEY DEP.

(Easement - Sewage/Drainage over Lot 1 and Lot 3 in favour of Lot 4)

7/

GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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.

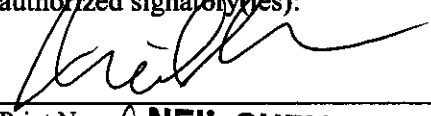
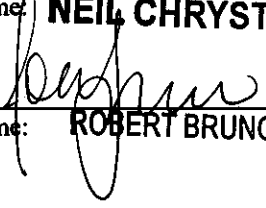
Officer Signature(s)

Execution Date

Transferor(s) Signature(s)


Print Name: **JOSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

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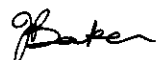
POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):

Print Name: **NEIL CHRYSTAL**

Print Name: **ROBERT BRUNO**

(as to all signatures)


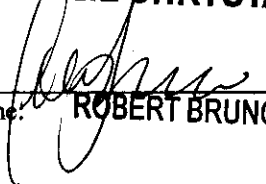
Officer Signature(s)

Execution Date

Transferee(s) Signature(s)


Print Name: **JOSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Y	M	D
05	01	05

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):

Print Name: **NEIL CHRYSTAL**

Print Name: **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Sewage/Drainage over Lot 1 and Lot 3 in favour of Lot 4)

**TERMS OF INSTRUMENT
PART 2**

(Access re: Sewage & Drainage Works)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.
Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner" and the Lot 1 Owner and the Lot 3 Owner are herein collectively referred to as the "Grantors")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.
Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Lot 1 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-277
Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948
("Lot 1")

B. The Lot 3 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

(Easement – Sewage/Drainage over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607575v1

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948
("Lot 3" and together with Lot 1 are herein collectively referred to as the "Lands")

C. The Developer is the registered owner of those lands and premises in the City of Port Moody in the Province of British Columbia more particular known and described as:

PID: 026-080-338

Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958
("Lot 4")

and is constructing a development on Lot 4 which forms part of the Klahanie community (the "Development").

D. In order to complete the Development, the Developer must have access to the Lands to install and connect certain mechanical works to existing mechanical works on Lot 4; and

E. The Grantors have agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantors (the receipt of which is hereby acknowledged by the Grantors) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 1

THE LOT 1 OWNER DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 4, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 4 the non-exclusive use in common with the Lot 1 Owner and servants, agents, tenants, invitees and licensees, any other persons to whom the Lot 1 Owner has granted rights to use Lot 1 and the owner or owners for the time being of all or any part of the Lot 1 the full, free and uninterrupted right, licence, liberty and easement:

(Easement – Sewage/Drainage over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607575v1

- (a) to pass and repass through, along and upon Lot 1 with or without vehicles for the purpose of installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any or all mechanical works (the "Works") on Lot 1 including, but not limited to:
 - (i) all storm and sanitary sewer works;
 - (ii) all surface and subsurface drainage works;
 - (iii) all water works; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 EASEMENT OVER LOT 3

THE LOT 3 OWNER DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 4, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 4 the non-exclusive use in common with the Lot 3 Owner and servants, agents, tenants, invitees and licensees, any other persons to whom the Lot 3 Owner has granted rights to use Lot 3 and the owner or owners for the time being of all or any part of the Lot 3 the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along and upon Lot 3 with or without vehicles for the purpose of installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any or all mechanical works (the "Works") on Lot 3 including, but not limited to:
 - (i) all storm and sanitary sewer works;
 - (ii) all surface and subsurface drainage works;
 - (iii) all water works; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 2.0.

(Easement – Sewage/Drainage over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607575v1

3.0 The Developer covenants with the Grantors that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete the Works.

4.0 The Grantors covenant that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of the Grantors or of any person, firm or corporation claiming by, through, under or in trust for the Grantors.

5.0 The Developer covenants and agrees to indemnify and save harmless the Grantors and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantors, its successors and assigns as a result of the use of the Development by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

6.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

7.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 4 herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 4 herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 4 to which the Developer no longer has an interest.

8.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

9.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT

(Easement – Sewage/Drainage over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607575v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102640 to BX102641

Charge BX102640 to BX102641 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to the Developer the right to pass and repass through the Lands with or without vehicles, for the purpose of installing, constructing, maintaining, repairing, replacing, renewing or connecting to any and all mechanical works, including all storm and sanitary sewer works, all surface and subsurface drainage works and all water works, and generally do all acts necessary for these purposes.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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realestate@spagslaw.ca

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Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102642

Charge BX102642 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge is an easement in favour of the owners (the "Developer") of Lot 3 and Lot 1 (the "Development Lands") over the lands of the owner of Lot 4 (the "Grantor"). The Developer is constructing developments on Lot 3 and Lot 1 (the "Developments") and in order to complete the Developments, the Developer must have access to Lot 4 to install and connect certain mechanical works to existing mechanical works on the Development Lands. The Developer is granted the right and easement to pass and repass through Lot 4 for installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any mechanical works (the "Works") on Lot 4 including, but not limited to, all storm and sanitary sewer works, all surface and subsurface drainage works and all water works. The Developer shall obtain all approvals from governmental authorities in order to complete the Works.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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LAND TITLE ACT
FORM C
[Section 233]
Province of
British Columbia

13 JAN 2005 13 57

8X102642

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)

signature of applicant, applicant's solicitor or agent

11 05/01/13 13:55:47 06 LM
CHARGE

593132
\$64.75

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
026-080-338

(LEGAL DESCRIPTION)
LOT 4, DISTRICT LOT 190, GROUP 1, NWD, PLAN BCP13958

3. NATURE OF INTEREST:*

DESCRIPTION
EASEMENT over Lot 4, DL 190, Gp 1, NWD, Plan BCP13958

DOCUMENT REFERENCE
(page and paragraph)
Pages 4 to 5, Paragraph 1.0

PERSON ENTITLED TO INTEREST
025-836-277 025-836-293
TRANSFeree as Owner of Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948 and as Owner of Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948
BV537382 BW498751

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- Annexed as Part 2
- 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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 4, Plan BCP13958

TRANSFeree(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 1, Plan BCP8948)

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 3, Plan BCP8948)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

(Easement - Sewage/Drainage over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607601v1

8/

GENERAL INSTRUMENT - PART 1

7. ADDITIONAL OR MODIFIED TERMS: *

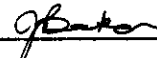
N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) 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)

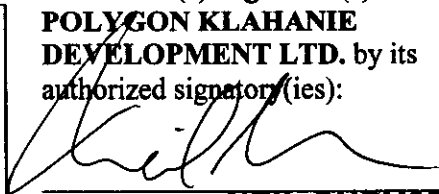
Execution Date

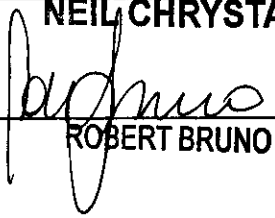
Transferor(s) Signature(s)



Print Name
JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Y	M	D
05	01	05

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):


Print Name: **NEIL CHRYSAL**


Print Name: **ROBERT BRUNO**

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement – Sewage/Drainage over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607601v1

**TERMS OF INSTRUMENT
PART 2**

(Access re: Sewage & Drainage Works)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Grantor")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner" and together with the Lot 1 Owner are herein collectively referred to as the Developer")

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 026-080-338
Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958
("Lot 4")

B. The Lot 1 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

(Easement – Sewage/Drainage over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607595v1

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948
("Lot 1")

and is constructing a development on Lot 1 which forms part of the Klahanie community (the "Lot 1 Development").

C. The Lot 3 Owner is the registered owner of those lands and premises in the City of Port Moody in the Province of British Columbia more particular known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948
("Lot 3" and together with Lot 1 are herein collectively referred to as the "Development Lands")

and is constructing a development on Lot 3 which forms part of the Klahanie community (the "Lot 3 Development" and together with the Lot 1 Development are herein collectively referred to as the "Developments").

D. In order to complete the Developments, the Developer must have access to Lot 4 to install and connect certain mechanical works to existing mechanical works on the Development Lands; and

E. The Grantor has agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 4

THE GRANTOR DOES HEREBY GRANT TO THE DEVELOPER for the benefit of the Development Lands, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of

(Easement – Sewage/Drainage over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607595v1

all or any part of the Development Lands the non-exclusive use in common with the Grantor and servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use Lot 4 and the owner or owners for the time being of all or any part of the Lot 4 the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along and upon Lot 4 with or without vehicles for the purpose of installing, constructing, maintaining, repairing, replacing, renewing, connecting to and leaving any or all mechanical works (the "Works") on Lot 4 including, but not limited to:
 - (i) all storm and sanitary sewer works;
 - (ii) all surface and subsurface drainage works;
 - (iii) all water works; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 The Developer covenants with the Grantor that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete the Works.

3.0 The Grantor covenants that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

4.0 The Developer covenants and agrees to indemnify and save harmless the Grantor and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantor, its successors and assigns as a result of the use of the Developments by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

5.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

(Easement – Sewage/Drainage over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607595v1

6.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 1 and Lot 3, respectively herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 1 or Lot 3 respectively herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 1 or Lot 3 to which the Developer no longer has an interest.

7.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

8.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT ✓



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102643 to BX102644

Charge BX102643 to BX102644 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to the Developer the right to pass and repass through the Lands with or without vehicles, for the purpose of carrying out certain underpinning and shoring work under and within the Lands, including works related to storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services, and generally do all acts necessary for these purposes.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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LAND TITLE ACT
FORM C

BX102643

13 JAN 2005 13 57

BX102644

[Section 233]
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use) 57

PAGE 1 OF 2 PAGES

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

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
025-836-277	LOT 1, DISTRICT LOTS 190 AND 235, GROUP 1, NWD, PLAN BCP8948
025-836-293	LOT 3, EXCEPT PART SUBDIVIDED BY PLAN BCP13958, DISTRICT LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 1, DL 190 & 235, Gp 1, NWD, Plan BCP8948	Pages 4 to 5, Paragraph 1.0	026-080-293 TRANSFEEE as Owner of Lot 4, District Lot 190, Gp 1, NWD, Plan BCP13958 BW478111
EASEMENT over Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948	Page 5, Paragraph 2.0	026-080-293 TRANSFEEE as Owner of Lot 4, District Lot 190, Gp 1, NWD, Plan BCP13958 BW478111

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

11 05/01/13 13:56:02 06 LM 593132
CHARGE \$129.50

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to the 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.

TRANSFEROR(S):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 1, Plan BCP8948
POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 3, Plan BCP8948

TRANSFEEE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 4, Plan BCP13958)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

9


GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)


Print Name: **ROSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

(as to all signatures)

Execution Date

Y	M	D
05	01	05

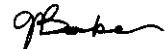
Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):


Print Name: **NEIL CHRYSTAL**


Print Name: **ROBERT BRUNO**

Officer Signature(s)


Print Name: **ROSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

Execution Date

Y	M	D
05	01	05

Transferee(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies)


Print Name: **NEIL CHRYSTAL**


Print Name: **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

**TERMS OF INSTRUMENT
PART 2**

(Construction Access / Shoring Agreement)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner" and the Lot 1 Owner and the Lot 3 Owner are
herein collectively referred to as the "Grantors")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Lot 1 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1")

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607520v1

B. The Lot 3 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3" and together with Lot 1 are herein collectively referred to as the "Lands")

C. The Developer is the registered owner of those lands and premises in the City of Port Moody in the Province of British Columbia more particular know and described as:

PID: 026-080-338

Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958

("Lot 4")

and is constructing a development on Lot 4 which forms part of the Klahanie community (the "Development").

D. In order to complete the Development, it is necessary for the Developer to have access across the Lands and to carry out certain underpinning and shoring work under and within the Lands; and

E. The Grantors have agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantors (the receipt of which is hereby acknowledged by the Grantors) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 1

THE LOT 1 OWNER DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 4, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 4 the non-exclusive use in common with the Lot 1 Owner and its servants, agents,

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607520v1

tenants, invitees and licensees, any other persons to whom the Lot 1 Owner has granted rights to use Lot 1 and the owner or owners for the time being of all or any part of the Lot 1, the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along, upon and under (including excavation) Lot 1 with or without men, equipment, chattels, vehicles and construction vehicles and equipment for the purposes of:
 - (i) constructing, installing, excavating, maintaining, repairing, replacing, and renewing, the Development;
 - (ii) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and
 - (iii) installing and leaving tie-back rods, anchors, underpinning and any supports part of ancillary structural supports for shoring up the excavation necessary for the Development; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 EASEMENT OVER LOT 3

THE LOT 3 OWNER DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 4, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lands the non-exclusive use in common with the Lot 3 Owner and its servants, agents, tenants, invitees and licensees, any other persons to whom the Lot 3 Owner has granted rights to use Lot 3 and the owner or owners for the time being of all or any part of the Lot 3, the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along, upon and under (including excavation) Lot 3 with or without men, equipment, chattels, vehicles and construction vehicles and equipment for the purposes of:
 - (i) constructing, installing, excavating, maintaining, repairing, replacing, and renewing, the Development;

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607520v1

- (ii) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and
 - (iii) installing and leaving tie-back rods, anchors, underpinning and any supports part of ancillary structural supports for shoring up the excavation necessary for the Development; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 2.0.

3.0 The Developer covenants with the Grantors that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete any of the works.

4.0 The Grantors covenant that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantors or of any person, firm or corporation claiming by, through, under or in trust for the Grantors.

5.0 The Developer covenants and agrees to indemnify and save harmless the Grantors and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantors, its successors and assigns as a result of the use of the Development by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

6.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

7.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 4 herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 4 herein referred to, the Developer shall be freed and discharged from the observance and performance

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607520v1

thereafter of the covenants of the Developer in respect of Lot 4 to which the Developer no longer has an interest.

8.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

9.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT

(Easement - Construction/Shoring over Lot 1 and Lot 3 in favour of Lot 4)

304260-004900-607520v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102645

Charge BX102645 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge is an easement in favour of the owners (the "Developer") of Lot 3 and Lot 1 (the "Development Lands") over the lands of the owner of Lot 4 (the "Grantor"). The Developer is constructing developments on Lot 3 and Lot 1 (the "Developments") and in order to complete the Developments, the Developer must have access across Lot 4 and to carry out certain underpinning and shoring work under and within the Development Lands. The Developer is granted the right and easement to pass and repass through Lot 4 for (1) constructing, installing, excavating, maintaining, repairing, replacing and renewing the Developments; (2) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and (3) installing and leaving tie back rods, anchors, underpinning and any supports part for shoring up the excavation. The Developer shall obtain all approvals from governmental authorities in order to complete the works.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

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LAND TITLE ACT
FORM C
[Section 233]
Province of
British Columbia

13 JAN 2005 13 57

BX102645

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

1. APPLICATION:

(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)


signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
026-080-338

(LEGAL DESCRIPTION)
LOT 4, DISTRICT LOT 190, GROUP 1, NWD, PLAN BCP13958

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

EASEMENT over Lot 4, DL 190, Gp 1, NWD, Plan BCP13958
Page 5, Paragraph 1.0

025-836-277 025-836-293
TRANSFEEE as Owner of Lot 1,
DL 190 & 235, Gp 1, NWD, Plan
BCP8948 and as Owner of Lot 3, Exc
Pt Subdivided by Plan BCP13958,
DL 190, 233, & 235, Gp 1, NWD, Plan
BCP8948

B0537383 B04498751

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.
 X Annexed as Part 2
 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 the 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.

11 05/01/13 13:56:12 06 LM 593132
CHARGE \$64.75

5. TRANSFEROR(S):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 4, Plan BCP13958

TRANSFEEE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 1, Plan BCP8948)

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 3, Plan BCP8948)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

10/

(Easement - Construction/Shoring over Lot 4 in favour of Lot 1 and Lot 3)

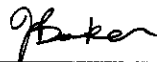
GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)



Print Name: **CECELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

(as to all signatures)

Execution Date

Y	M	D
05	01	05

Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):



Print Name: **NEIL CRYSTAL**



Print Name: **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement - Construction/Shoring over Lot 4 in favour of Lot 1 and Lot 3)

**TERMS OF INSTRUMENT
PART 2**

(Construction Access / Shoring Agreement)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Grantor")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 1 Owner")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Lot 3 Owner" and together with the Lot 1 Owner are herein collectively referred to as the Developer")

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 026-080-338
Lot 4, District Lot 190, Group 1, NWD, Plan BCP13958
("Lot 4")

(Easement - Construction/Shoring over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607557v1

B. The Lot 1 Owner is the registered owner of those lands and premises in the City of Port Moody in the Province of British Columbia more particular known and described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1")

and is constructing a development on Lot 1 which forms part of the Klahanie community (the "Lot 1 Development").

C. The Lot 3 Owner is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3" and together with Lot 1 are herein collectively referred to as the "Development Lands")

and is constructing a development on Lot 3 which forms part of the Klahanie community (the "Lot 3 Development" and together with the Lot 1 Development are herein collectively referred to as the "Developments").

D. In order to complete the Developments, it is necessary for the Developer to have access across Lot 4 and to carry out certain underpinning and shoring work under and within the Development Lands; and

E. The Grantor has agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the parties hereto agree as follows:

(Easement - Construction/Shoring over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607557v1

1.0 EASEMENT OVER LOT 4

THE GRANTOR DOES HEREBY GRANT TO THE DEVELOPER for the benefit of the Development Lands, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Development Lands the non-exclusive use in common with the Grantor and its servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use Lot 4 and the owner or owners for the time being of all or any part of the Lot 4, the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along, upon and under (including excavation) Lot 4 with or without men, equipment, chattels, vehicles and construction vehicles and equipment for the purposes of:
 - (i) constructing, installing, excavating, maintaining, repairing, replacing, and renewing, the Developments;
 - (ii) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and
 - (iii) installing and leaving tie-back rods, anchors, underpinning and any supports part of ancillary structural supports for shoring up the excavation necessary for the Developments; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 The Developer covenants with the Grantor that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete any of the works.

3.0 The Grantor covenants that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

(Easement - Construction/Shoring over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607557v1

4.0 The Developer covenants and agrees to indemnify and save harmless the Grantor and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantor, its successors and assigns as a result of the use of the Developments by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

5.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

6.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 1 and Lot 3, respectively, herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 1 or Lot 3, respectively herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 1 or Lot 3 to which the Developer no longer has an interest.

7.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

8.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT

(Easement - Construction/Shoring over Lot 4 in favour of Lot 1 and Lot 3)

304260-004900-607557v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102646

Charge BX102646 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge is an easement in favour of the owner of Lot 3 (the "Developer") over the lands of the owner of Lot 6 (the "Grantor). The Developer is constructing a development on Lot 3 (the "Development") and in order to complete the Development, the Developer must have access across Lot 6 and carry out certain underpinning and shoring work under and within Lot 6. The Developer is granted the right and easement to pass and repass through Lot 6 for (1) constructing, installing, excavating, maintaining, repairing, replacing and renewing the Development; (2) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and (3) installing and leaving tie back rods, anchors, underpinning and any supports part for shoring up the excavation. The Developer shall obtain all approvals from governmental authorities in order to complete the works.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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"we deliver peace of mind"

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realestate@spagslaw.ca

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LAND TITLE ACT

FORM C

[Section 233]

Province of
British Columbia

13 JAN 2005 13 57

BX102646


GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

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

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)


11 05/01/13 13:56:25 06 LM 593132
CHARGE \$64.75
signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)
026-080-354 LOT 6, DISTRICT LOTS 233 AND 235, GROUP 1, NWD, PLAN BCP13958

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 6,, DL 233 & 235, Gp 1, NWD, Plan BCP13958	Pages 4 to 5, Paragraph 1.0	026-836-293 TRANSFEEE as Owner of Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948 026498751

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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 6, Plan BCP13958

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 3, Plan BCP8948)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

14

(Easement - Construction/Shoring over Lot 6 in favour of Lot 3)

GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)


Print Name: **JOSCELYN BAKER**
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244

(as to all signatures)

Execution Date

Y	M	D
05	01	05

Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):


Print Name: **NEIL CHRYSAL**


Print Name: **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement - Construction/Shoring over Lot 6 in favour of Lot 3)

505569-000100-607950v1

**TERMS OF INSTRUMENT
PART 2**

(Construction Access / Shoring Agreement)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Grantor")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 026-080-354

Lot 6, District Lots 233 and 235, Group 1, NWD, Plan BCP13958

("Lot 6")

B. The Developer is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3")

(Easement - Construction/Shoring over Lot 6 in favour of Lot 3)

505569-000100-607947v1

and is constructing a development on Lot 3 which forms part of the Klahanie community (the "Development").

C. In order to complete the Development, it is necessary for the Developer to have access across Lot 6 and to carry out certain underpinning and shoring work under and within Lot 6; and

D. The Grantor has agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 6

THE GRANTOR DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 3, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 3 the non-exclusive use in common with the Grantor and its servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use Lot 6 and the owner or owners for the time being of all or any part of the Lot 6, the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along, upon and under (including excavation) Lot 6 with or without men, equipment, chattels, vehicles and construction vehicles and equipment for the purposes of:
 - (i) constructing, installing, excavating, maintaining, repairing, replacing, and renewing, the Development;
 - (ii) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and

(Easement - Construction/Shoring over Lot 6 in favour of Lot 3)

505569-000100-607947v1

- (iii) installing and leaving tie-back rods, anchors, underpinning and any supports part of ancillary structural supports for shoring up the excavation necessary for the Development; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 The Developer covenants with the Grantor that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete any of the works.

3.0 The Grantor covenants that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

4.0 The Developer covenants and agrees to indemnify and save harmless the Grantor and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantor, its successors and assigns as a result of the use of the Development by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

5.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

6.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 3 herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 3 herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 3 to which the Developer no longer has an interest.

(Easement - Construction/Shoring over Lot 6 in favour of Lot 3)

505569-000100-607947v1

7.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

8.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT ✓

(Easement - Construction/Shoring over Lot 6 in favour of Lot 3)

505569-000100-607947v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102647

Charge BX102647 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge grants to the Developer the right to pass and repass through the Lands with or without vehicles, for the purpose of carrying out certain underpinning and shoring work under and within the Lands, including works related to storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services, and generally do all acts necessary for these purposes.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
"we deliver peace of mind"

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realestate@spagslaw.ca

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**LAND TITLE ACT
FORM C**

[Section 233]
Province of
British Columbia

13 JAN 2005 13 58

BX102647

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

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

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
025-836-293

(LEGAL DESCRIPTION)
LOT 3, EXCEPT: PART SUBDIVIDED BY PLAN BCP13958, DISTRICT
LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
EASEMENT over Lot 3, Exc Pt Subdivided by Plan BCP13958, DL 190, 233, & 235, Gp 1, NWD, Plan BCP8948	Pages 4 to 5, Paragraph 1.0	026-080-354 TRANSFEEE as Owner of Lot 6,, DL 233 & 235, Gp 1, NWD, Plan BCP13958 06973113

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

11 05/01/13 13:57:00 06 LM 593132
CHARGE \$64.75

- (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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 3, Plan BCP8948

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 6, Plan BCP13958)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

12/

(Easement - Construction/Shoring over Lot 3 in favour of Lot 6)

505569-000100-607943v1

GENERAL INSTRUMENT - PART 1

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

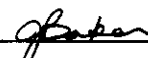
8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge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

Officer Signature(s)

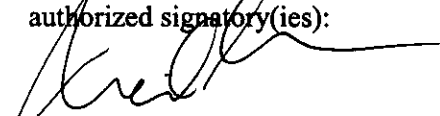
Execution Date		
Y	M	D
05	01	05

Transferor(s) Signature(s)

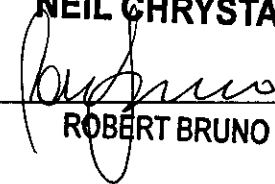
POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):



 Print Name
JOSCELYN BAKER
 Barrister & Solicitor
 900 - 1333 West Broadway
 Vancouver, B.C. V6H 4C2
 Tel. 604-871-4244



 Print Name: **NEIL CHRYSTAL**



 Print Name: **ROBERT BRUNO**

(as to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement - Construction/Shoring over Lot 3 in favour of Lot 6)

**TERMS OF INSTRUMENT
PART 2**

(Construction Access / Shoring Agreement)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Grantor")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235,
Group 1, NWD, Plan BCP8948

("Lot 3")

B. The Developer is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 026-080-354

Lot 6, District Lots 233 and 235, Group 1, NWD, Plan BCP13958

("Lot 6")

(Easement - Construction/Shoring over Lot 3 in favour of Lot 6)

505569-000100-607940v1

and is constructing a development on Lot 6 which forms part of the Klahanie community (the "Development").

C. In order to complete the Development, it is necessary for the Developer to have access across Lot 3 and to carry out certain underpinning and shoring work under and within Lot 3; and

D. The Grantor has agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 3

THE GRANTOR DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 6, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 6 the non-exclusive use in common with the Grantor and its servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use Lot 3 and the owner or owners for the time being of all or any part of the Lot 3, the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along, upon and under (including excavation) Lot 3 with or without men, equipment, chattels, vehicles and construction vehicles and equipment for the purposes of:
 - (i) constructing, installing, excavating, maintaining, repairing, replacing, and renewing, the Development;
 - (ii) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and

(Easement - Construction/Shoring over Lot 3 in favour of Lot 6)

505569-000100-607940v1

- (iii) installing and leaving tie-back rods, anchors, underpinning and any supports part of ancillary structural supports for shoring up the excavation necessary for the Development; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 The Developer covenants with the Grantor that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete any of the works.

3.0 The Grantor covenants that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

4.0 The Developer covenants and agrees to indemnify and save harmless the Grantor and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantor, its successors and assigns as a result of the use of the Development by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

5.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

6.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 6 herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 6 herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 6 to which the Developer no longer has an interest.

(Easement - Construction/Shoring over Lot 3 in favour of Lot 6)

505569-000100-607940v1

7.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

8.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT /

(Easement - Construction/Shoring over Lot 3 in favour of Lot 6)

505569-000100-607940v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Easement Registration Number BX102651

Charge BX102651 is an easement. An easement generally gives one land owner the right to use a neighbour's property for the purposes defined in the easement. Easements may also be used to provide municipalities access to run underground sewers, cable lines or other such items.

This easement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", which means the charge will remain on title following registration of any transfer.

This charge is an easement in favour of the owner of Lot 1 (the "Developer") over the lands of the owner of Lot 3 (the "Grantor). The Developer is constructing a development on Lot 1 (the "Development") and in order to complete the Development, the Developer must have access across Lot 3 and carry out certain underpinning and shoring work under and within Lot 3. The Developer is granted the right and easement to pass and repass through Lot 3 for (1) constructing, installing, excavating, maintaining, repairing, replacing and renewing the Development; (2) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and (3) installing and leaving tie back rods, anchors, underpinning and any supports part for shoring up the excavation. The Developer shall obtain all approvals from governmental authorities in order to complete the works.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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**LAND TITLE ACT
FORM C**

[Section 233]
Province of
British Columbia

13 JAN 2005 13 59

BX102651

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 6 Pages

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

Colin J. McIver
FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460 (LTO CLIENT #11709)

11 05/01/13 13:57:50 06 LM 593132
CHARGE \$64.75

signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (LEGAL DESCRIPTION)

025-836-293

LOT 3, EXCEPT: PART SUBDIVIDED BY PLAN BCP13958, DISTRICT
LOTS 190, 233 AND 235, GROUP 1, NWD, PLAN BCP8948

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

EASEMENT over Lot 3, Exc Pt
Subdivided by Plan BCP13958,
DL 190, 233, & 235, Gp 1, NWD,
Plan BCP8948

Pages 4 to 5, Paragraph 1.0

025-836-293
TRANSFEEE as Owner of Lot 1,
DL 190 & 235, Gp 1, NWD, Plan
BCP8948

BV 537383

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- Annexed as Part 2
- 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 the 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):*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904) as Owner of Lot 3, Plan BCP8948

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

POLYGON KLAHANIE DEVELOPMENT LTD. (Inc. #636904)
900 - 1333 West Broadway, Vancouver, British Columbia V6H 4C2
(as Owner of Lot 1, Plan BCP8948)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

16/

(Easement - Construction/Shoring over Lot 3 in favour of Lot 1)

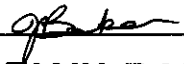
GENERAL INSTRUMENT - PART 1

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 Transferor(s) 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)



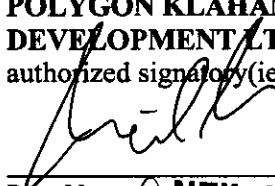
 Print Name
JOSCELYN BAKER
 Barrister & Solicitor
 900 - 1333 West Broadway
 Vancouver, B.C. V6H 4C2
 Tel. 604-871-4244

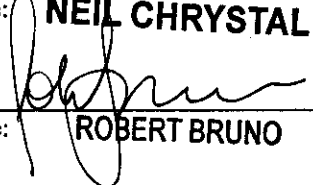
(as to all signatures)

Execution Date

Y	M	D
05	01	05

Transferor(s) Signature(s)

POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatory(ies):


 Print Name: **NEIL CHRYSTAL**


 Print Name: **ROBERT BRUNO**

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are 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.

(Easement - Construction/Shoring over Lot 3 in favour of Lot 1)

507984-000100-607625v1

**TERMS OF INSTRUMENT
PART 2**

(Construction Access / Shoring Agreement)

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Grantor")

AND:

POLYGON KLAHANIE DEVELOPMENT LTD.

Suite 900, 1333 West Broadway
Vancouver, British Columbia
V6H 4C2

(the "Developer")

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-293

Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Group 1, NWD, Plan BCP8948

("Lot 3")

B. The Developer is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

PID: 025-836-277

Lot 1, District Lots 190 and 235, Group 1, NWD, Plan BCP8948

("Lot 1")

(Easement - Construction/Shoring over Lot 3 in favour of Lot 1)

507984-000100-607624v1

and is constructing a development on Lot 1 which forms part of the Klahanie community (the "Development").

C. In order to complete the Development, it is necessary for the Developer to have access across Lot 3 and to carry out certain underpinning and shoring work under and within Lot 3; and

D. The Grantor has agreed to grant an access easement in favour of the Developer on the terms outlined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Developer to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the parties hereto agree as follows:

1.0 EASEMENT OVER LOT 3

THE GRANTOR DOES HEREBY GRANT TO THE DEVELOPER for the benefit of Lot 1, for the use and enjoyment of the Developer and its servants, agents, tenants, invitees, contractors, sub-contractors and licensees and the owner or owners of all or any part of the Lot 1 the non-exclusive use in common with the Grantor and its servants, agents, tenants, invitees and licensees, any other persons to whom the Grantor has granted rights to use Lot 3 and the owner or owners for the time being of all or any part of the Lot 3, the full, free and uninterrupted right, licence, liberty and easement:

- (a) to pass and repass through, along, upon and under (including excavation) Lot 3 with or without men, equipment, chattels, vehicles and construction vehicles and equipment for the purposes of:
 - (i) constructing, installing, excavating, maintaining, repairing, replacing, and renewing, the Development;
 - (ii) installing all pipes, conduits, lines and other works necessary to connect to any service works including storm and sanitary sewer, surface and subsurface drainage, water works and electrical, gas, utility and telecommunication services; and

(Easement - Construction/Shoring over Lot 3 in favour of Lot 1)

507984-000100-607624v1

- (iii) installing and leaving tie-back rods, anchors, underpinning and any supports part of ancillary structural supports for shoring up the excavation necessary for the Development; and
- (b) generally to do all acts reasonably necessary for the purposes set out in this Section 1.0.

2.0 The Developer covenants with the Grantor that the Developer shall obtain all necessary permits and approvals from the City of Port Moody and any other applicable government authority in order to complete any of the works.

3.0 The Grantor covenants that the Developer shall and may peaceably hold and enjoy the rights, licences, liberties, rights-of-way, privileges and easements hereby granted without hindrance, molestation or interruption, on the part of Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

4.0 The Developer covenants and agrees to indemnify and save harmless the Grantor and its successors and assigns from and against any and all costs, expenses, liabilities and damages suffered or incurred by the Grantor, its successors and assigns as a result of the use of the Development by the Developer, its servants, agents, contractors, subcontractors, employees, invitees, licensees and any other persons permitted by the Developer, while exercising its rights hereunder.

5.0 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

6.0 The covenants of the Developer contained herein shall be personal and be binding upon the Developer only during its ownership of any interest in Lot 1 herein described to the intent that, upon the Developer no longer having an interest in any portion of Lot 1 herein referred to, the Developer shall be freed and discharged from the observance and performance thereafter of the covenants of the Developer in respect of Lot 1 to which the Developer no longer has an interest.

7.0 The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.

8.0 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

END OF DOCUMENT ✓

(Easement - Construction/Shoring over Lot 3 in favour of Lot 1)

507984-000100-607624v1



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BX184931

Charge BX184931 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge grants Greater Vancouver Sewerage and Drainage District (“GVSD”) with a right of access and use over a 182m² portion of the lands, shown on right-of-way plan 19479. The charge permits the installation and maintenance of sewerage and drainage works. The owner of the lands shall not excavate or build upon, or place or remove soil on the right of way area. The charge grants a specific exception that the owner may complete proposed improvements upon the right of way, to include a road with curbs, sidewalks, street lighting and landscaped boulevard. The GVSD is permitted to clear the right of way of obstructions, at the owner’s expense, in the event that the owner fails to abide by such restrictions.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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Land Title Act
FORM C 30 AUG 2005 i0 25
(Section 233)

BX184931

PAGE 1 OF 5

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

1. APPLICATION: (Name, Address, Phone Number and Signature of Applicant, Applicant's Solicitor or Agent)
GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT Attention: Renato Jadrijevic
 4330 Kingsway,
 Burnaby, B.C. V5H 4G8
 Telephone: 432-6480
 (signature) *Renato Jadrijevic* PACIFIC COAST TOTAL SOLUTIONS
 CLIENT NO. 011615

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*(
 (PID) (LEGAL DESCRIPTION)
 026-244-608 Lot 7, District Lot 190, 233, and 235, Group 1, NWD, Plan BCP16637

3. NATURE OF INTEREST:*(
 DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
 Statutory R/W (Page and Paragraph) Transferee
 Over Part shown on
 Plan BCP# 19479

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):* **POLYGON KLAHANIE DEVELOPMENT LTD., INC. NO. 636904**

6. TRANSFEREE(S):* (Including Postal Address(es) and Postal Code(s))*
GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT, a corporation
 created by an Act of the Legislature of the Province of British Columbia, 4330 Kingsway,
 Burnaby, B.C. V5H 4G8

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 Transferor(s) 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

Transferee(s) Signature(s)

Barbara Linda Davison
 Commissioner for taking Affidavits
 for British Columbia to August 31, 2005

Barbara Linda Davison
 GVRD, 4330 Kingsway, Burnaby BC V5H 4G8

Y	M	D
05	08	12

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT by its authorized signatories

Delia Laglaron
 DELIA LAGLAGARON

96 05/08/30 10:25:41 06 LM 646893
 CHARGE \$64.75

SIGN IN BLACK INK ONLY

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. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matter 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 Land Title Act

SURVEY DEPT. 3/13

Land Title Act

**FORM D
EXECUTIONS CONTINUED**

Officer Signature(s)

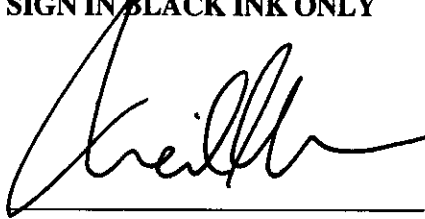
Execution Date

**Transferor(s) Signature(s)
POLYGON KLAHANIE
DEVELOPMENT LTD., INC.
NO. 636904 by its authorized
signatory(ies)**

SIGN IN BLACK INK ONLY


JOSCELYN BAKER
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4244
(as to Ralf Schmidtke)

Y	M	D
05	07	08



NEIL CRYSTAL



RALF SCHMIDTKE

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. 1979, c. 116, 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.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner of the lands more particularly described in Form E (page 4) hereto (the "Lands");
- B. The Transferor has agreed to grant to the Transferee a statutory right-of-way through, under and across that portion of the Lands shown outlined on the right-of-way plan deposited in the Land Title Office under number BCP 19479 and containing 182 m² more or less (the "Right-of-Way Area");
- C. It is necessary for the operation and maintenance of the Transferee's undertaking to obtain a statutory right-of-way.

NOW THEREFORE THIS INSTRUMENT WITNESSES:

1. That in consideration of the premises and the covenants, promises and agreements set out below and other good and valuable consideration, the Transferor hereby grants and conveys to the Transferee, its successors and assigns in perpetuity the full, free and uninterrupted easement and right-of-way (the "Right-of-Way") for the Transferee, its servants, employees, agents and licensees at all times:
- (a) to enter and work upon, use, and to pass and repass (with or without equipment) over the Right-of-Way Area;
 - (b) to dig and remove and to cover up the soil of the Right-of-Way Area and to lay down, construct and install sewerage and drainage works, including without limiting the generality of the foregoing, to lay down, construct and install within the Right-of-Way Area, additional sewer and drainage works adjacent to such works which may have already been installed, and such appurtenances, connections and ancillary works (the "Works") as may be necessary for the Works and to operate, maintain, alter, enlarge, repair, extend, renew, remove, inspect, clean and replace the Works and for such purpose to make such excavations and do such work and construction as may be necessary;
 - (c) to do all things necessary or incidental to the business and undertaking of the Transferee in connection with the foregoing.

2. The Transferee shall do the work that it is entitled to do under this instrument in a workmanlike manner so as to do as little injury as practicable to the surface of the Lands, the Right-of-Way Area and any improvements and upon completion of any work that it is entitled to do under this instrument shall restore the surface of the Lands, the Right-of-Way Area and any improvements as nearly as possible to the condition they were in prior to the commencement of such work.

3. The Transferor shall not:

- (a) excavate or dig any well, hole, trench, ditch or excavation of any kind or nature;
- (b) erect, build, construct or place any building, structure, erection, pipe, pole, tower, road, concrete, pavement, foundation, improvement or thing of any kind or nature;
- (c) place or remove any soil or other material of any kind or nature;

on, in, under, through or over the Right-of-Way Area without the prior written consent of the Transferee, which consent shall be at the sole discretion of the Commissioner of the Transferee or any other person designated by the Commissioner (the Commissioner or any such designee are referred to herein as the "Commissioner").

4. The Transferee acknowledges that the Transferor intends to construct and operate a road, including curbs, sidewalks, street lighting and a landscaped boulevard ('proposed improvements') on the surface of the Right-of-Way Area. The Transferee consents to these proposed improvements on the Right-of-Way Area. Section 7 shall apply to this Section. The Transferor must obtain the consent of the Transferee, not to be unreasonably withheld, if the Transferor adds to or replaces the proposed improvements.

5. If the Transferor does any of the acts referred to in breach of Section 3 or Section 4, in addition to any other right or remedy it has the Transferee may (i) if the Transferor fails to remedy the breach within 30 days after written notice thereof to the Transferor to remedy or (ii) immediately, in the event of an emergency (as determined in the sole discretion of the Commissioner), do all things necessary to remedy the breach without any liability for damages and for such purpose may enter with men and equipment upon the Lands and the Right-of-Way Area. If the Transferee requests, the Transferor shall forthwith pay to the Transferee all reasonable costs, charges and expenses to which the Transferee may be put by reason of a breach of Section 3 or Section 4.

6. Except as provided in this instrument nothing shall be interpreted so as to restrict or prevent the Transferor from using the Right-of-Way Area in a manner which does not interfere with the security or efficient functioning of or unobstructed access to the Works and the Right-of-Way Area.

06/95

7. The Transferor shall not do or permit to be done anything which will interfere with or impair the operating efficiency of the Works or obstruct access to and on the Right-of-Way Area by the Transferee and all persons entitled under this instrument to have access on, in, under, through or over the Right-of-Way Area.

8. Without limiting the generality of Section 3, the Transferor shall not grant to any person, firm or corporation

- (a) an easement or statutory right-of-way over the Right-of-Way Area, or;
- (b) any other interest in land over the Right-of-Way Area which would in the opinion of the Transferee, reasonably exercised, adversely affect the Right-of-Way or the Transferee's rights under this instrument;

without first obtaining the express written consent of the Transferee.

9. This Agreement is subject to all Statutory Rights-of-Way and Easements registered prior to this Agreement against the title to the Lands.

10. The Transferee may peaceably enjoy the Right-of-Way granted by this instrument without hindrance or interruption by the Transferor or any person, firm or corporation claiming by, through, under or in trust for the Transferor.

11. All chattels and fixtures installed by the Transferee on, in, under or through the Right-of-Way Area shall be and remain chattels notwithstanding any rule of law to the contrary and shall belong solely to the Transferee.

12. The covenants in this instrument shall be covenants running with the Lands and shall not be personal or binding on the parties hereto except during such time as the parties hereto shall have any interest in the Lands or the Right-of-Way Area and only in respect of such portion of the Lands or the Right-of-Way Area in which the parties have an interest but the Lands shall nevertheless be and remain at all times charged therewith.

13. This instrument shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of the parties wherever the context so admits.

14. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Modification (of SRW BV537390) Registration Number BX200760

Charge BX200760 is a modification of a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge modifies BV537390, a right of way in favour of the City of Port Moody. The modification permits the owner of the lands to use portions of the road over which the right of way is located for visitors’ parking spaces. Such spaces are required by the City in connection with the development of the land and may be reserved for use of visitors only, to the exclusion of the general public.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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-5 JAN 2005 15 03 BX200760

LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

55 05/01/28 13:00:49 02 LM 596581
DEFECT / WITHDR \$30.00

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 3 pages

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

Joscelyn Baker, Corporate Counsel
Polygon Klahanie Development Ltd.
Suite 900 - 1333 West Broadway
Vancouver, British Columbia, V6H 4C2
604-877-1131

J. Baker
Signature of Agent

West Coast
Client # 10350

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

- | | |
|-------------|--|
| (PID) | (Legal Description) |
| 025-836-277 | Lot 1, District Lots 190 and 235, Gp 1, NWD Plan BCP8948 |
| 025-836-293 | Lot 3, Except Part Subdivided by Plan BCP13958, District Lots 190, 233 and 235, Gp 1, NWD Plan BCP8948 |
| 026-080-338 | Lot 4, DL 190, Gp 1, NWD, Plan BCP13958 |

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST	
Modification of Statutory Right of Way BV537390	Entire document	Transferee	14 05/01/05 15:03:23 05 LM 591291 CHARGE \$64.75

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):*

~~CITY OF PORT MOODY~~ POLYGON KLAHANIE DEVELOPMENT LTD. (Inc.No.636904)

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

CITY OF PORT MOODY, City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, B.C.
~~POLYGON KLAHANIE DEVELOPMENT LTD.~~ (Incorporation Number 636904), 900-1333 West Broadway, Vancouver, BC, V6H 4C2 (as to all interests) V3H 3E1

General Instrument - Part 1

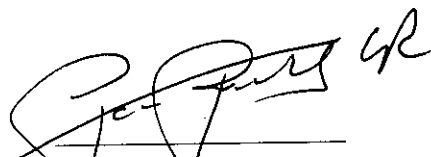
7. ADDITIONAL OR MODIFIED TERMS:*
N/A


8. EXECUTION(S): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) 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)

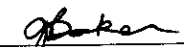
Execution Date

Party(ies) Signature(s)


DIRECTOR, FINANCE & IT.

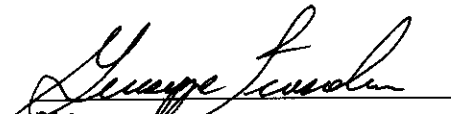


604-464-4486
Colleen Rohde 4505
A Commissioner For Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 3E1

As to the signature
of Giuseppe Trasolini

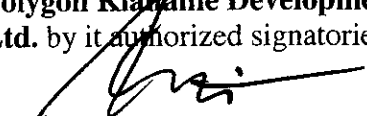
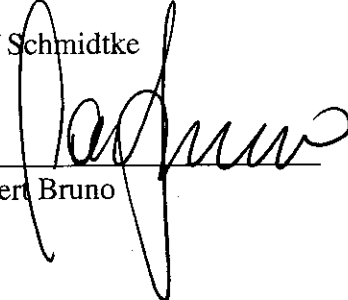

Joscelyn Baker
Barrister & Solicitor
900 - 1333 West
Broadway
Vancouver, BC
V6H 4C2
604-871-4244

Y	M	D
04	12	21
04	12	22

CITY OF PORT MOODY by its
authorized signatories:


MAYOR
GIUSEPPE TRASOLINI

CITY CLERK

**Polygon Klakanie Development
Ltd.** by its authorized signatories


Ralf Schmidtke

Robert Bruno

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.

TERMS OF INSTRUMENT – PART 2**WHEREAS:**

- A. The City of Port Moody (the “City”) is the registered owner of Statutory Right of Way BV537390 (the “Statutory Right of Way”) registered against title to the lands described in Item 2 of the Form C General Instrument Part 1 (the “Lands”) in the Land Title Office.
- B. The City agrees to modify the Statutory Right of Way to permit the owners of the lands from time to time to use portions of the road over which the Statutory Right of Way is located to be used for visitor parking spaces required by the City in connection with the Lands to the exclusion of the general public with respect to those visitor parking spaces.

THIS AGREEMENT WITNESSES that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Transferee to the City (the receipt and sufficiency of which are acknowledged by the City), the parties agree:

1. Modification

1.1 The parties agree that the Statutory Right of Way is modified by adding a new Section 2.1 immediately following Section 2 as follows:

2.1 Notwithstanding the grant of Statutory Right of Way contained in this Agreement, the City and the Grantor agree that the Statutory Right of Way areas may be used by the Grantor for the purpose of providing visitor parking spaces required by the City to be provided in connection with the development of the Lands, such visitor parking spaces to be reserved for the use of the Grantor’s visitors to the exclusion of the general public.

1.2 The parties agree that the Statutory Right of Way and this Modification will be construed as one document, and that all other terms of the Statutory Right of Way remain unchanged.

As evidence of their agreement to be bound by the above terms, the parties have executed the Form C General Instrument Part 1 to which these Terms of Instrument Part 2 are attached and which forms part of this Agreement.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BX353045 to BX353046

Charge BX353045 to BX353046 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge grants both BC Hydro and Telus with rights of way. BC Hydro may enter and use the lands for the purpose of excavating for, installing and maintaining works in connection with transmitting and distributing electricity and telecommunications. Telus may enter and use the lands for the purpose of telecommunications, data transmission and related works. Both utilities may clear the area within 2m of the works of trees, growth, buildings, structures and obstacles. The charge incorporates standard terms in respect of such utility rights of way except with the modification that the owner shall own and be responsible for maintaining all underground works, but both BC Hydro and Telus maintain rights of use.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

Spagnuolo & Company
“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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**Land Title Act
FORM E**

Page 2

SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form or General Document form

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

026-080-338	Lot 4, District Lot 190, Gp 1, New Westminster District, Plan BCP13958;
	and
026-244-608	Lot 7, District Lots 190, 233 and 235, Gp 1, New Westminster District, Plan BCP16637

**Land Title Act
FORM E****SCHEDULE**

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form or General Document form

3. NATURE OF INTEREST:

Description	Document Reference	Person Entitled to Interest
A Statutory Right of Way for B.C. Hydro	Entire Instrument	Transferee (B.C. Hydro)
A Statutory Right of Way for TELUS	Entire Instrument	Transferee (TELUS)

**Land Title Act
FORM E**

SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form or General Document form

5. TRANSFEROR(S):

POLYGON KLAHANIE DEVELOPMENT LTD., (Inc. No. 636904)

**Land Title Act
FORM E****SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

7. ADDITIONAL OR MODIFIED TERMS

1. The Standard Charge Terms (DF number ST020098) provide in section 1.1 that the following terms are as defined in the General Instrument Part 1:
 - (a) **The Area of the Works.** The "Area of the Works" means that portion of the Land located within 2 metres of either side of the centre of the alignment of the Works.
 - (b) **The Works.** The "Works" means:
 - (i) as it relates to the rights and responsibilities of B.C. Hydro means, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including underground lines, cables, conduits and pipes of every kind, together with access nodes, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works; and
 - (ii) as it relates to the rights and responsibilities of TELUS means, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works.
2. The Standard Charge Terms (DF number ST020098) are amended by the addition of the following section(s):
 - 5.2 Notwithstanding subsection 5.1(h), the Owner shall own and be responsible for maintaining all Underground Civil Works. This section 5.2 will not abrogate from or affect the rights of B.C. Hydro or TELUS to use the Underground Civil Works pursuant to section 2.1(h) of this Agreement.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Modification Registration Number BX425800 modification of BT304477

Charge BX425800 is a modification of Covenant BT304477. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge modifies covenant BT304477 that had previously been extended by BV537381 and modified by BV537386. The covenant is modified to reflect an updated Concept Plan, attached to the charge, and an amendment to the zoning bylaw. The Concept Plan is added as part of a new section 4(c). Schedule A-2 to the modification is added to the last page of schedule A of the development agreement in BT304477. Schedule B, being the CD28 Zone, is deleted and replaced with Schedule B of the modification.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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310-HOME (4663)

realestate@spagslaw.ca

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30 MAR 2005 13 52

BX425800

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 18 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
c/o Joscelyn Baker
Suite 900 - 1333 West Broadway
Vancouver, British Columbia V6H 4C2
Telephone: 604-871-4244

West Coast
Client # 10350

Joselyn Baker
signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE

3. NATURE OF INTEREST:
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select only one)
(a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release
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):
See Schedule

05/03/30 13:53:53 03 LH 609885
CHARGE \$64.75

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

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 Transferor(s) 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)
Giuseppe Trasolini
Gaetan Royer
A Commissioner for Taking Affidavits
for British Columbia
100 Newport Drive
Port Moody, B.C. V3H 3E1

Execution Date table with columns Y, M, D and values 05, 03, 24.

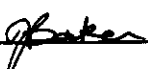
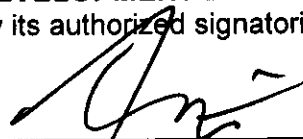
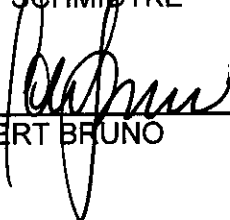
Party(ies) Signature(s)
CITY OF PORT MOODY by its
authorized signatories:
Mayor Giuseppe Trasolini
Colleen Rohde, City Clerk

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 18 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 <hr/> Joscelyn Baker Barrister & Solicitor 900 – 1333 West Broadway Vancouver, BC V6H 4C2 604-871-4244	05	03	07	POLYGON KLAHANIE DEVELOPMENT LTD. by its authorized signatories:  <hr/> RALF SCHMIDTKE  <hr/> ROBERT BRUNO

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

**LAND TITLE ACT
FORM E**

SCHEDULE

Page 3 of 18 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
025-836-277	Lot 1 Except: Phase One Strata Plan BCS1114, District Lots 190 and 235 Gp 1 NWD Plan BCP8948
025-836-293	Lot 3 Except Part Subdivided by Plan BCP 13958 District Lots 190, 233 & 235 Gp 1 NWD Plan BCP8948
026-080-338	Lot 4 DL 190 Gp 1 NWD Plan BCP13958
026-080-346	Lot 5, District Lots 190 and 235 Gp 1 NWD Plan BCP13958

3. NATURE OF INTEREST:*

DESCRIPTION INTEREST	DOCUMENT REFERENCE <i>(page and paragraph)</i>	PERSON ENTITLED TO
Modification of Section 219 Covenant BT304477 as extended by BV537381 and modified by BV537386	Page 5 Paragraph 1	Transferee, City of Port Moody

5. TRANSFEROR(S):

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation No. 636904)

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

CITY OF PORT MOODY City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

TERMS OF INSTRUMENT - PART 2

THIS Modification dated for reference February 28, 2005.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C.
V6M 4C2

(the "Developer")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C.
V3H 3E1

(the "City")

WHEREAS:

A. The Developer is the registered owner of the lands described in Item 2 of the Form C General Instrument Part 1 to which these Terms of Instrument Part 2 are attached (the "Lands");

B. There is a Section 219 Covenant registered against title to the Lands in favour of the City under No. BT304477, as extended by BV537381 and modified by BV537386 (the "Covenant");

C. The City requires that the Covenant be modified to reflect an updated Concept Plan and an amendment to the zoning bylaw referenced in the Covenant;

NOW THEREFORE THIS COVENANT WITNESSES that in consideration of the terms of this Covenant and the sum of \$1.00 now paid by the City to the Developer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby covenants and agrees as follows:

1. The Developer and the City each acknowledge and agree that the Covenant is modified as follows:

(a) Add a Section 4 (c) as follows:

"The Developer covenants and agrees that a part of Schedule "A" shall be the Concept Plan dated for reference December 14, 2004, prepared by Ramsay Worden, Architects, which shall form part of Schedule "A" to this Agreement, provided that in the event of any inconsistency between the said Concept Plan and the remainder of Schedule "A", the Concept Plan shall govern, provided that such Concept Plan may be revised pursuant to development authorizations and development variance permits, as necessary, approved by the City."

(b) The document attached as Schedule "A-2" to this Modification is added as the last page of Schedule "A" to the Development Agreement;

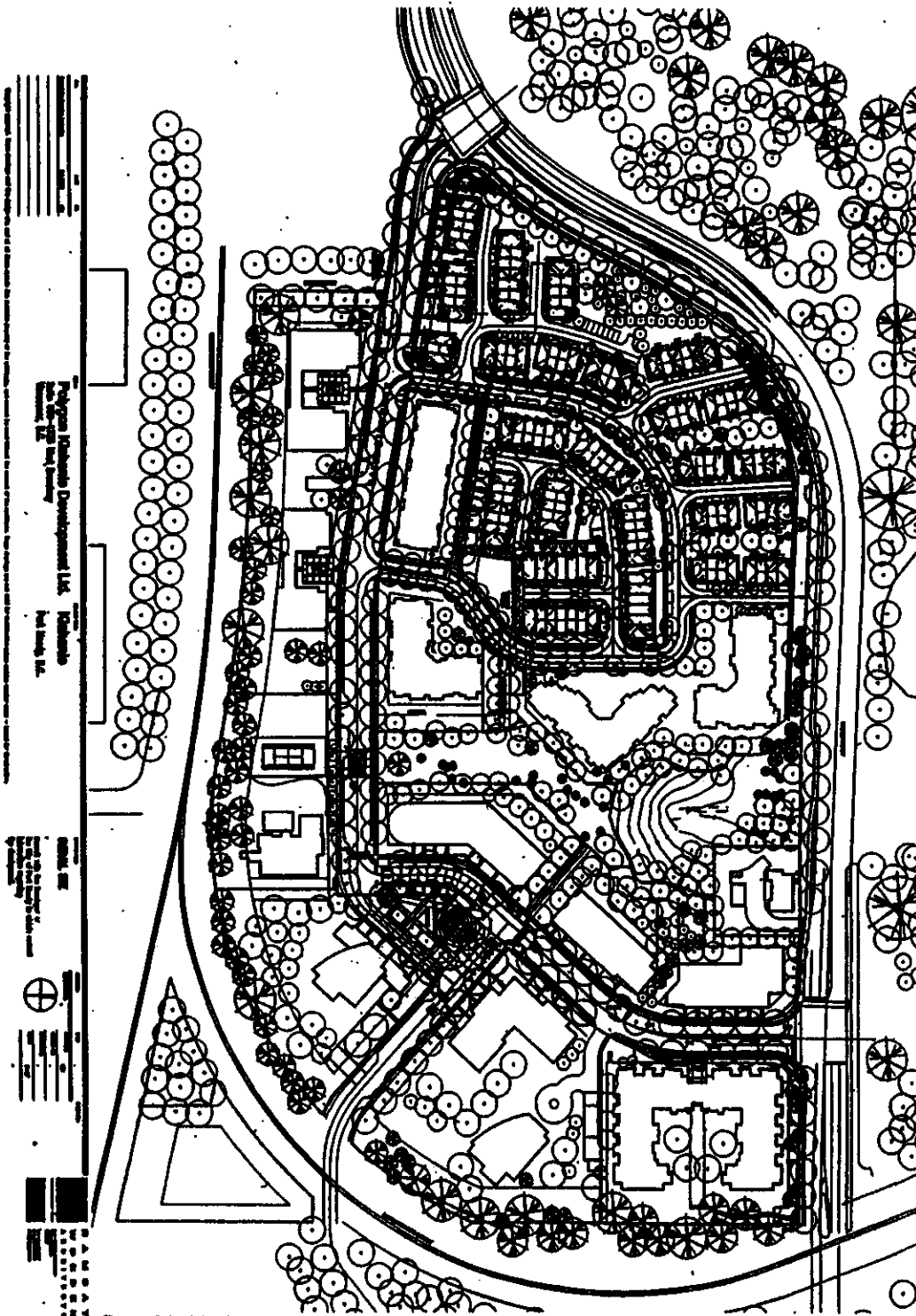
(c) Schedule "B" to the Development Agreement, being the CD28 Zone, is deleted and replaced with the document attached as Schedule "B" to this Modification, which consists of firstly, the CD28 Zone as established by Bylaw No. 2503 and modified by Bylaw No. 2556 and Bylaw No. 2627 and secondly, the CD29 Zone, as established by Bylaw No. 2505 and modified by Bylaw No. 2557.

2. The Developer and the City each acknowledge and agree that, except as modified in this Modification, the Covenant, Development Agreement and Schedules "A" and "B" remain in full force and effect and the Covenant will not be further modified or amended except in strict conformance with the terms and requirements thereof.

IN WITNESS WHEREOF the parties hereby acknowledge that this Modification has been duly executed and delivered by executing the Forms C and D attached to these Terms of Instrument Part 2.

Page 6 of 18 pages

Schedule "A-2"



Project: Kahanle Development Ltd. Kahanle
Site: Kahanle Development Ltd. Kahanle
Scale: 1/4" = 1'-0"

DATE: 12/14/04
BY: Kahanle
CHECKED: Kahanle
APPROVED: Kahanle

North Arrow

Dec 14, 2004 Kahanle

Page 7 of 18 pages

Schedule "B"

CITY OF PORT MOODY

BYLAW NO. 2627

A Bylaw to Amend Bylaw No. 1890 "City of Port Moody Zoning Bylaw, 1988, No. 1890"

The City Council of the City of Port Moody, in open meeting assembled, enacts as follows:

1. TITLE

This bylaw may be cited for all purposes as "City of Port Moody Zoning Bylaw 1988, No. 1890, Amendment Bylaw No. 156, 2004, No. 2627."

2. AMENDMENT

The City of Port Moody Zoning Bylaw, 1988, No. 1890 is hereby amended:

2.1 by deleting and replacing "Schedule CD 28" which is referenced in Section 98.3 with new "Schedule CD 28" which is attached to and forms part of this bylaw.

2.2 by deleting the following text from Section 98.5 which reads as follows:

Area 3: Medium/High Density Multi-Family: High Rise 2.5

and replacing this text with the following:

Area 3: High Density Multi-Family: High Rise 2.2

2.3 by deleting the following text from Table 1 in Section 98.6 which reads as follows:

Area 3: Medium/High Density Multi-Family: High Rise	56.76	100
--	-------	-----

and replacing this text with the following:

Area 3: High Density Multi-Family: High Rise	53.92	95
---	-------	----

Page 8 of 18 pages
Bylaw No. 2627

- 2 -

2.4 by deleting the following text from Section 98.7.3 which reads as follows:

Area 3: Medium/High Density Multi-Family: High Rise

and replacing this text with the following:

Area 3: High Density Multi-Family: High Rise


READ A FIRST TIME THE 23rd of November, 2004.

READ A SECOND TIME THE 23rd of November, 2004.

PUBLIC HEARING HELD THE 14th of December, 2004.

READ A THIRD TIME THE 14th of December, 2004.

ADOPTED THE 14th of December, 2004.


MAYOR


CITY CLERK



CD-28 ZONE ADDED BY BYLAW NO. 2503*98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28)****98.1 Intent**

The intent of this zone is to facilitate development accommodating not more than 1,100 dwelling units, with additional "Congregate Care Uses", civic uses, "Health Care Uses", assembly uses, hotels, entertainment uses, public open space and certain commercial and "Low Impact Light Industrial" uses intended to generate economic activity, all in accordance with a comprehensive plan.

98.2 Definitions

Where there is any conflict between the defined words and phrases in this section, and the definitions in Section 3 of this bylaw, the definitions within Section 98 shall prevail for the Comprehensive Development Zone 28 (CD 28) zone.

Within the CD 28 zone, the following definitions apply:

"Area" means a portion of the lands shown and identified by numbers 1 to 6 within diamond-shaped labels on "Schedule CD 28" which include "Parcels," and that may be further subdivided into lots as defined under Section 3 of this bylaw.

"Base Density" means the highest "Density" permitted for an "Area" of land before any additional dwelling units are permitted through a "Density Bonus" as provided within the CD 28 zone.

"Density" means the number of residential units permitted for an "Area" of land expressed in dwelling units per hectare or dwelling units per acre.

"Density Bonus" means the additional "Density" and consequent additional number of dwelling units which are permitted on a lot in exchange for the provision of an amenity in the form of useable open space secured for public use and access.

"Health Care Use" means medical offices and drug dispensing use as defined in Section 3 of this bylaw, medical laboratory or hospital.

"Low Impact Light Industrial Use" means the manufacturing (including "Table-Top Manufacturing"), fabricating, assembly, storage, wholesaling and distribution of goods, film and television production, information technology services, and excludes vehicle and heavy equipment servicing, the wrecking or salvaging of materials or things, metal fabricating and bulk materials processing.

"Maximum Density" means the highest "Density" permitted for an "Area" of land as set out in Table 1 of Section 98.6 (1) based on the "Base Density" plus any additional dwelling units permitted through a "Density Bonus" as provided within the CD 28 zone.

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (CONTINUED)

"Parcel" means a portion of the lands shown and identified by numbers 1 to 13 within circle-shaped labels on "Schedule CD 28" which may be subdivided into lots as defined under Section 3 of this bylaw.

"Table-Top Manufacturing" means the research and development and manufacturing associated with electronic and consumer products which may be located in a building containing residential uses subject to the provisions of the B.C. Building Code.

98.3 Permitted Uses

The following uses are permitted within the "Areas" and "Parcels" shown and identified on "Schedule CD 28" which is attached to and forms part of this bylaw:

- 98.3.1 Area 1: Medium/High Density Multi-Family/Commercial: Low Rise**
- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
 - (2) Retail Service (Group A) at ground level
- 98.3.2 Area 2: High Density Multi-Family: Low/Mid Rise**
- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
- 98.3.3 Area 3: High Density Multi-Family: High Rise**
- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
- 98.3.4 Area 4: Medium/High Density Multi-Family/Low Rise:**
- 1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
- 98.3.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**
- (1) Multiple-Family Residential Use in:
Townhouses (side by side or stacked);
Apartments
 - (2) Retail Service (Group A) at ground and second levels

AMENDMENTS INSERTED TO OCTOBER 26, 2004 COUNCIL MEETING

BYLAW No. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

SECTION 98.3.6 AMENDED BY BYLAW NO. 2598

98.3.6 Area 6: Congregate Care/Mixed Use/Economic Activity

- (1) Retail Service Use (Group A)
- (2) Civic Use
- (3) Assembly Use
- (4) Hotel Use
- (5) One liquor-primary establishment shall be a permitted use on the following property in this zone:

Part of Lot 3, BCP 8948, DLs 190, 233 and 235, Group 1, NWD within Area 6 (Economic Activity Area) shown on Schedule A and hereto attached to this bylaw.

- (6) Health Care Use
- (7) "Congregate Care Use" within Parcels 8 and 13 where the minimum lot size exceeds 0.65 ha.

***Section 98.3.6 (8) amended by Bylaw No. 2556**

- (8) Multiple-Family Residential Use in Townhouses (side by side or stacked) and Apartments is permitted on:

up to 100% of the gross floor area of all building on each lot subdivided within Parcel 13; and

not exceeding 80% of the total net floor area of all buildings on each lot subdivided within Parcels 6, 7 or 8.

- (9) "Low Impact Light Industrial Use" on Parcels 6, 7 and 8 provided that:

(a) All uses and accessory uses thereto shall be carried on wholly within a completely enclosed building except for parking and loading facilities which may only be located within or to the rear of a building;

(b) There is no bulk storage or processing of lime, fertilizer, toxic or corrosive chemicals and acids, flammable liquids or solids, explosives, compressed gas, scrap materials, junk, wood, metal or other waste, fungicides, herbicides, pesticides, paint, varnish, oil, shellac, turpentine, fish, fish oil or meal, animal oil or fat, vegetable oil, or petroleum, bitumen or tar products or their derivatives;

AMENDMENTS INSERTED TO OCTOBER 26, 2004 COUNCIL MEETING

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

(c) There is no bulk materials handling, wrecking or salvaging of goods and materials, processing of raw animal products nor the production, refining, processing or storage of dangerous goods as regulated and defined under any Provincial or Federal Act;

(d) Nothing shall be done which is or shall become an annoyance or nuisance to the surrounding areas by reason of unsightliness nor by the emission of odours, liquid effluents, dust, fumes, smoke, vibrations, noise, or glare; nor shall anything be done which creates or causes a health, fire, or explosion hazard, electrical interference or undue traffic congestion;

(e) A "Low Impact Light Industrial Use", except for information technology services and "Table-Top Manufacturing", is not permitted on a lot on which a residential use or "Congregate Care Use" is located; and

(f) Where an interior or rear lot line of a lot containing a "Low Impact Light Industrial Use" abuts a residential use, "Congregate Care Use" or land on which an institutional building is located, a 2.5 metre (8.2 ft.) high landscape screen or solid fencing is required.

98.3.7 Area 7: Public Open Space

- (1) Parks, habitat enhancement areas, public courtyards and greenways.

98.4 Lot Coverage

The maximum permitted lot coverage is 0.60 except for Parcels 6 and 7 as shown on "Schedule CD 28" where the maximum permitted lot coverage is 0.75.

98.5 Floor Area Ratios

The maximum floor area ratios (FAR) for the "Areas" as shown on "Schedule CD 28" are as follows:

	<u>Maximum FAR</u>
Area 1: Medium/High Density Multi-Family/ Commercial: Low Rise	1.8
Area 2: High Density Multi-Family: Low/Mid Rise	2.2
Area 3: Medium/High Density Multi-Family: High Rise	2.5
Area 4: Medium/High Density Multi-Family: Low Rise	1.8

AMENDMENTS INSERTED TO OCTOBER 26, 2004 COUNCIL MEETING

Page 13 of 18 pages

BYLAW NO. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

Area 4:	Medium/High Density Multi-Family: Low Rise	1.8
Area 5:	High Density Multi-Family/Commercial: Mid Rise	2.2
Area 6:	Congregate Care/ Mixed Use/Economic Activity	2.5
Area 7:	Open Space	0.1

Section 98.6 amended by Bylaw No. 2627

98.6 Residential Density

- (1) Within this section, Table 1 sets out "Base Densities" which represent the highest "Density" for each lot within each "Area" shown on "Schedule CD 28" which may be increased to not more than the "Maximum Density" also set out in Table 1 provided that:
- (a) The lot receiving the "Density Bonus" will not have a "Density" which exceeds the "Maximum Density" for the "Area" in which the lot receiving the "Density Bonus" is located; and
 - (b) The "Density Bonus" will not allow more than 1,100 dwelling units to be constructed within the CD 28 zone.

Table 1

"Area" shown on "Schedule CD 28"	"Base Density" (units/net acre)	"Maximum Density" (units/net acre)
Area 1: Medium/High Density Multi-Family/ Commercial:Low Rise	32.91	70
Area 2: High Density Multi-Family: Low/Mid Rise	54.30	80
Area 3: High Density Multi-Family: High Rise	53.92	95
Area 4: Medium/High Density Multi-Family: Low Rise	34.72	70
Area 5: High Density Multi-Family/Commercial: Mid Rise	50.00	80
Area 6: Congregate Care/ Mixed Use/Economic Activity	36.75	100
Area 7: Open Space	0.0	0.0

Page 14 of 18 pages

BYLAW No. 1890

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

- (2) The "Density Bonus" provided under subsection (1) is subject to the following:
 - a) The "Density Bonus" provided to the lot would not result in more than a total of 220 additional dwelling units being permitted within the CD 28 zone as the result of all "Density Bonuses."
 - b) The lot which receives the "Density Bonus" shall be required to provide an additional 2.5 square metres (26.9 sq. ft.) of public useable open space to that required by Section 98.11 for every additional dwelling unit permitted by the "Density Bonus"; and
 - c) A "Density Bonus" shall be administered by the City under covenants under Section 219 of the Land Title Act which are registered on the land upon adoption of this bylaw and on each lot subsequently subdivided within the CD 28 zone to ensure that any "Density Bonus" is in accordance with the provisions of the CD 28 zone.
- (3) As an exception to sub-section (2)(a) which limits the total of all "Density Bonuses" to 220 dwelling units, lots subdivided within Area 6 may have their "Base Density" reduced to as low as zero provided that a "Density Bonus" yielding up to an equivalent number of dwelling units may be provided to a lot elsewhere within the CD 28 zone.
- (4) No "Density Bonus" under sub-sections (1), (2) or (3) is permitted on a lot after a development permit or development authorization for that lot has been issued.
- (5) No more than 1,100 dwelling units shall be permitted within the CD 28 zone, and, within the provisions of the CD 28 zone, no development permit or authorization shall be approved that would result in less than 880 dwelling units being constructed within the CD 28 zone.



98.7 Height of Buildings

The height of buildings and structures within the CD 28 zone shall be as follows:

- 98.7.1 **Area 1: Medium/High Density Multi-Family/
Commercial: Low Rise**
 - (1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.2 **Area 2: High Density Multi-Family: Low/Mid Rise**
 - (1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.).

BYLAW No. 1890**PAGE 128****98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**

- 98.7.3 Area 3: High Density Multi-Family: High Rise**
- (1) Maximum height of 22 stories or 70 metres (230 ft.)
 - (2) Minimum height of 6 stories or 20 metres (66 ft.) on Parcel 5 for high-rise buildings and a minimum height of 2 stories or 6.7 metres (22 ft.) for townhouses if they are located on the same lot as a high-rise building with a height over 6 stories or 20 metres (66 ft.).
- 98.7.4 Area 4: Medium/High Density Multi-Family: Low Rise**
- (1) Maximum height of 4 storeys or 13.5 metres (44.3 ft.)
- 98.7.5 Area 5: High Density Multi-Family/Commercial: Mid Rise**
- (1) Maximum height of 8 storeys or 27.0 metres (88.6 ft.)
- 98.7.6 Area 6: Congregate Care/ Mixed Use/Economic Activity**
- (1) Maximum height of 22 storeys or 70 metres (230 ft.) on Parcels 6 and 7
 - (2) Maximum height of 8 storeys or 27.0 metres (88.6 ft) on Parcel 8
 - (3) Maximum height of 5 storeys or 17 metres (56 ft.) on Parcel 13
 - (4) Minimum height of 5 storeys or 17 metres (56 ft.) on Parcels 6 and 7
- 98.7.7 Area 7: Open Space**
- (1) Maximum height of 1 storey or 3.8 metres (12.5 ft.)
- 98.8 Setbacks**
- (1) The minimum building setback from a road, other than Murray Street, shall be 5.0 metres (16.4 ft).
 - (2) The minimum building setback from Murray Street shall be 7.6 metres (25 feet).
 - (3) The minimum building setback from a greenway or a railway pedestrian overpass shall be 7.6 metres (25 feet), but may be reduced to a setback of 5.0 metres (16.4 ft.) for up to 20% of the length of the building façade facing a greenway.

98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)

- (4) The minimum building setback from a railway right-of-way shall be 10.0 metres (33 feet) except for buildings containing residential or congregate care uses which shall have a minimum setback of 16.0 metres (52.5 ft.).
- (5) Notwithstanding sub-sections (1) and (2), the maximum setback from a road for a Retail Service (Group A) use shall be 5.0 metres (16.4 ft.).
- (6) As an exception to sub-section (5), a Retail Service (Group A) use may be located on Parcel 1 provided that it has a setback of no more than 30 metres (100 ft.) from Murray Street and that a landscaped buffer with a width of not less than 10 metres (33 ft.) is established between Murray Street and any parking lot.
- (7) Other than provided above, there shall be minimum side yard and rear yard setbacks of 5.0 metres (16.4 ft.).
- (8) As an exception to the watercourse setback provision contained within Section 5.2 of this bylaw, the setback from the natural boundary of the day-lighted water feature located within Parcel 9 shown on "Schedule CD 28" shall be 7.5 metres (24.6 ft.).

98.9 Parking and Loading

- (1) Off street parking and loading shall be provided in accordance with Sections 6 and 7 of this bylaw, with all parking being located underground except that:
 - a) Unenclosed parking may be permitted on Parcel 1 as provided in Section 98.8(6);
 - b) Enclosed, at-grade parking may be located within structures in Area 4; and
 - c) Enclosed, at-grade parking may be located within structures or unenclosed parking may be located to the rear of buildings in Area 6.

98.10 Accessory Buildings

Accessory buildings customarily associated with the principle use of a lot shall be permitted provided that their total lot coverage does not exceed 5%.

98.11 Useable Open Space

- (1) On each lot on which a building is sited, useable open space shall:
 - a) be provided on-site for all buildings of 10 or more dwelling units;
 - b) be not less than 5.0 square metres (54 sq. ft.) per dwelling unit plus any additional useable open space required under Section 98.6(2);
 - c) be developed for use by residents; and
 - d) be continuously maintained by the owners of the building.

BYLAW No. 1890**PAGE 130****98. COMPREHENSIVE DEVELOPMENT ZONE 28 (CD 28) (Continued)**

- (2) Any additional useable open space required under Section 98.6(2) is to be secured for public use and access on the lot on which the building is located or, as an exception to sub-section (1) above, may be located elsewhere within the CD 28 zone.

98.12 Common Indoor Recreation Space

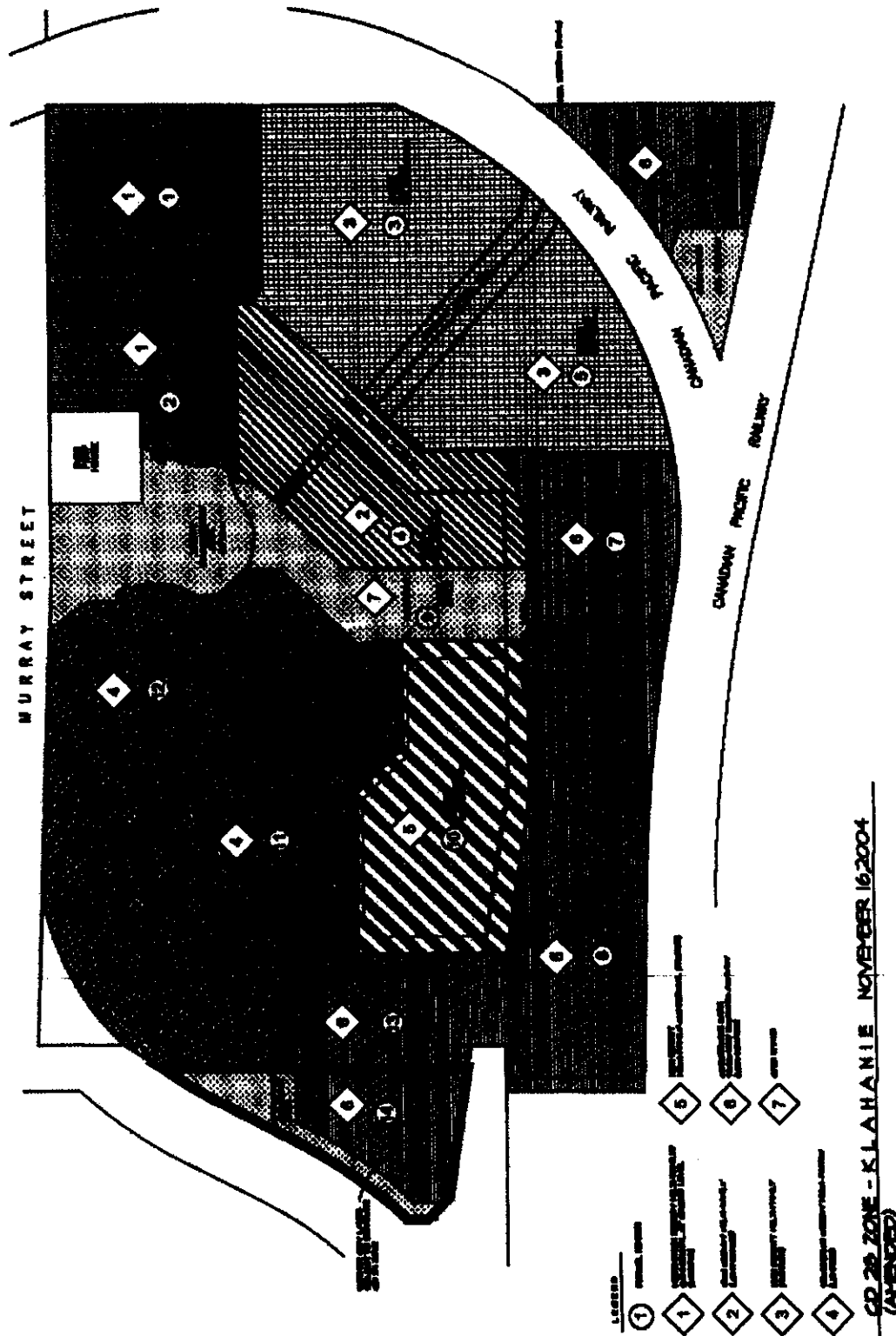
Common indoor recreation space shall be provided on the basis of a minimum floor area of 2.4 square metres (25 sq. ft.) per dwelling unit in or adjacent to each residential building on the lot on which the residential building is sited, or elsewhere within the CD 28 zone, for the use of the residents of the development within the CD 28 zone.

98.13 Subdivision, Development Standards, Density and Uses

- (1) The subdivision, development standards, "Density" and uses of land shall be in conformance with the provisions of the CD 28 zone and the plan attached as "Schedule CD 28" which is attached to and forms part of this bylaw.
- (2) Lots may only be subdivided within Areas 1 to 6 or within a "Parcel" and not straddle the boundary separating two or more "Parcels" or "Areas" shown on "Schedule CD 28" except for Areas 4 and 6 in which a lot may straddle a boundary between "Parcels" in the respective Areas to allow for the averaging of density within the lot subject to the provisions of the CD 28 zone.
- (3) A lot may not be created with a lot area of less than 3,500 square metres (37,674.9 sq. ft.) and with a lot width of less than 40 metres (131.2 ft.).
- (4) The planned public road rights of way identified on "Schedule CD 28" shall be dedicated as shown on "Schedule CD 28" and may be shifted in either direction by not more than half of the width of the road rights of way shown on "Schedule CD 28".

Page 18 of 18 pages

"Schedule CD28"



END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BX425810

Charge BX425810 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge, in favour of the City of Port Moody, is a development authorization covenant which provides that the owner shall not use the lands or buildings, build upon or subdivide the lands except in accordance with the Development Authorization (“DA”) attached to the charge as Schedule A and the Development Variance Permit (“DVP”) attached as Schedule B. The charge is dischargeable upon issuance of an occupancy permit. The DA provides that construction shall be in accordance with referenced architectural & landscape drawings and requires payment of fees and security. The DVP varies City bylaws with respect to certain setbacks, siting, maximum height and proposed park.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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LAND TITLE ACT
FORM C

30 MAR 2005 13 54

BX425810

(Section 233)

Province of British Columbia

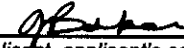
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 49 pages

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

c/o Joscelyn Baker
Suite 900 - 1333 West Broadway
Vancouver, British Columbia V6H 4C2
Telephone: 604-871-4244


signature of applicant, applicant's solicitor or agent
Joscelyn Baker

West Coast
Client # 10350

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

1/ No PID available

Lot 7, DL 190, 233 and 235, Gp 1, NWD Plan BCP 16637

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Document

City of Port Moody

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

(a) Filed Standard Charge Terms

D.F. No.

88 05/03/30 13:55:05 03 LH

609885

(b) Express Charge Terms

Annexed as Part 2

CHARGE

\$64.75

(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):

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation No. 636904)

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

CITY OF PORT MOODY, City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

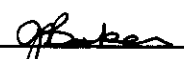
7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) 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


Party(ies) Signature(s)


Joscelyn Baker
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, BC V6H 4C2
604-871-4244

Y	M	D
05	03	07
05	03	07

POLYGON KLAHANIE
DEVELOPMENT LTD.

by its authorized signatories:


RALF SCHMIDTKE

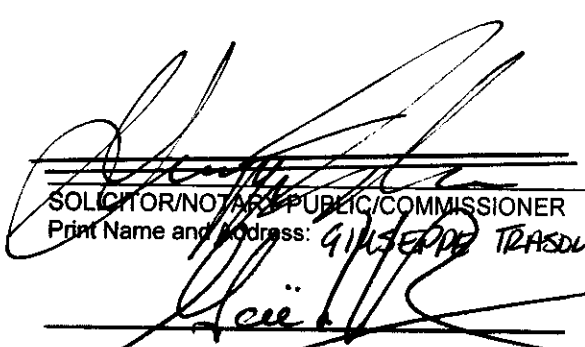

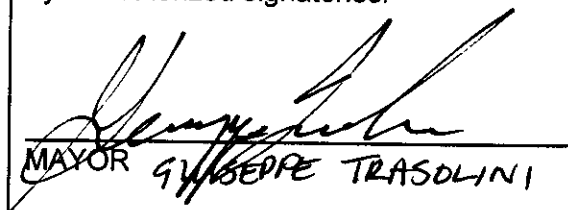


ROBERT BRUNO

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 49 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 SOLICITOR/NOTARY PUBLIC/COMMISSIONER Print Name and Address: GIUSEPPE TRASOLINI  Gaetan Royer A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1 (as to both signatures)	05	03	24	CITY OF PORT MOODY by its authorized signatories:  MAYOR GIUSEPPE TRASOLINI  CITY CLERK COLLEEN ROHDE, 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.

**PART 2 - TERMS OF INSTRUMENT
SECTION 219 COVENANT AGREEMENT (Development Authorization No. 2005-42)**

THIS AGREEMENT dated for reference February 28, 2005.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
Incorporation No. 636904
900 – 1333 West Broadway
Vancouver, BC V6H 4C2

(the "Grantor")

AND:

CITY OF PORT MOODY
a municipality under the *Local Government Act*
City Hall
100 Newport Drive
P.O. Box 36
Port Moody, BC V3H 3E1

(the "City")

WHEREAS:

A. The Grantor is the registered owner in fee simple of the Lands as hereinafter defined:

Lot 7, District Lots 190, 233 and 235, Gp 1, NWD Plan BCP 16437

(the "Lands").

B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250 permits the registration of a covenant, whether of a negative or positive nature, in favour of the City, as a charge against the title to the Lands which is enforceable against the Grantor and its successors in the title even if the covenant is not annexed to land owned by the City;

C. The Grantor desires to develop the lands and has made an application to the City for a Development Authorization and the City has issued a Development Authorization pursuant to the "City of Port Moody, Section 215A Agreement Bylaw 1990, No. 2020";

D. The Grantor desires to grant this Covenant and the City is agreeable to accepting it on the terms and conditions herein contained;

NOW THEREFORE in consideration of the premises, the sum of One Dollar (\$1.00), receipt of which from the City is acknowledged by the Grantor and other good and valuable consideration THE PARTIES AGREE AS FOLLOWS:

1. The Grantor, being the registered owner of the Lands, hereby covenants and agrees:
 - (a) to use the Lands;
 - (b) to use the buildings on or to be erected on the Lands;
 - (c) to build, or not to build on the Lands; and
 - (d) not to subdivide, or to subdivide the Lands;

in accordance with the terms and conditions set out in the Development Authorization, which is attached hereto as Schedule "A", and one Development Variance Permit attached hereto as Schedule "B".

2. The City agrees that upon completion of development to the point of issuance of an Occupancy Permit, it shall, at the request of the Grantor, provide to it, at the expense of the Grantor, a registrable discharge of this instrument as against the portion of the Lands which are the subject of the said Occupancy Permit.

3. The Grantor hereby releases, indemnifies and saves the City and its officers, employees, agents and elected officials harmless from and against any matter or claim, whether known or unknown, which has arisen or may arise as a result, directly or indirectly, of the granting, registration, existence, requirements or issuance of this Covenant or the authorization of construction, actual construction or existence or maintenance of any works authorized or required by the Development Authorization, which is attached hereto as Schedule "A", and one Development Variance Permit attached hereto as Schedule "B".

4. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party; this Covenant runs with the Lands; whenever the singular or masculine is used in this Covenant, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires; every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows; if any section, subsection, sentence, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalidity shall not affect the validity of the remainder of this Covenant; this Covenant shall enure to the benefit of and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary; and this Covenant shall be governed and construed in accordance with the laws of the Province of British Columbia.

5. The City shall be under no obligation to enforce any of the provisions of this Covenant.

6. No amendment and waiving of any portion of this Covenant shall be valid unless it is made in writing and executed on behalf of the Grantor and the City.

Page 5 of 49 Pages

7. Neither the Grantor named in this Agreement nor any future owner of the Lands is liable for a breach of this Agreement after the Grantor named herein or any future owner of the Lands ceases to have any interest in the Land.

IN WITNESS WHEREOF the parties have caused these presents to be executed as of the day and year first above written.

SCHEDULE "A"**NO. 2005-42****CITY OF PORT MOODY
DEVELOPMENT AUTHORIZATION - No. 2005-42**

TO: Polygon Klahanie Development Ltd.
900-1333 West Broadway
Vancouver, BC V6H 4C2

(the "Developer")

1. This Development Authorization is issued subject to compliance with all applicable City Bylaws, except as specifically varied or supplemented by this Authorization.
2. This Authorization applies to those lands in Port Moody, British Columbia more particularly described below and including all buildings, structures and other development thereon:

Lot 7, District Lots 190, 233 and 235, Group 1, New Westminster District,
Plan BCP_____.


(the "Lands")

3. The following plans and documents are made part of this Authorization and, notwithstanding any other provision, no works shall be performed upon the lands covered by this Authorization, nor shall any building or structure be erected, constructed, repaired, renovated or sited, that is not in substantial accordance with the following plans and strictly in accordance with all terms and conditions of this Authorization:
 - (a) Architectural Drawings numbered A-0 to A-27 (28 sheets) and Pier and Gateway Elevation Drawings lettered A and B (2 sheets) attached to this authorization and on file with the City of Port Moody, prepared by Robert Ciccozzi Architecture Ltd. 1890 Pine Street, Vancouver, B.C. V6J 3C9, marked "Accepted for Development Authorization #2005-42 by City Planner, March 10, 2005," and any amendments thereto subsequently approved by the City; and
 - (b) Landscape Drawings numbered L-1 to L-7, (7 sheets) and Klahanie Bridge Drawing S-1 (1 sheet), attached to this authorization and on file with the City of Port Moody, prepared by Durante Kreuk Ltd., 100 - 1152 Mainland Street, Vancouver, B.C., V6B 4X2, marked "Accepted for Development Authorization #2005-42 by City Planner, March 22, 2005" and any amendments thereto subsequently approved by the City; and

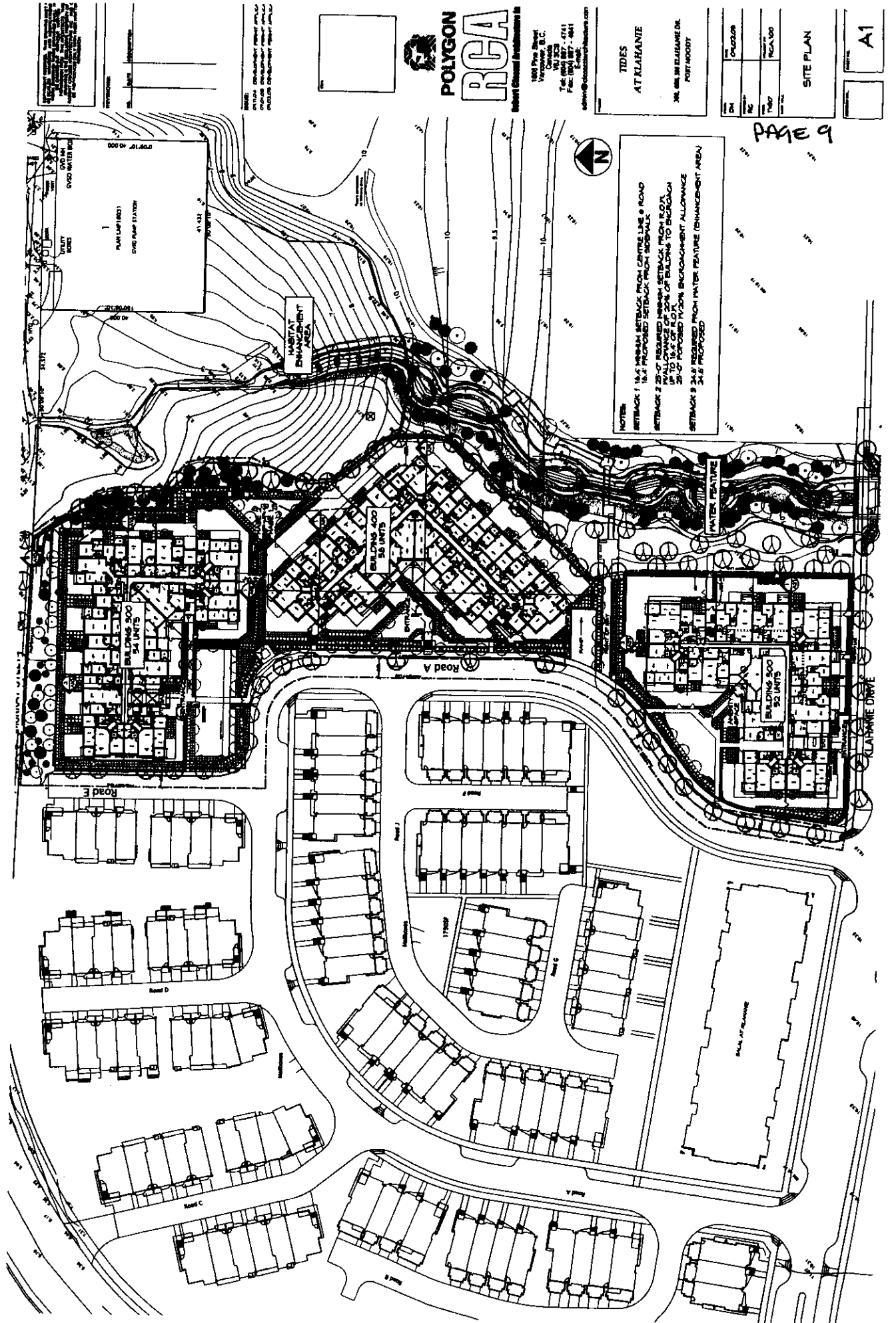
4. (a) As a condition of issuance of this Authorization, the Developer has provided to the City, securities (the "Security") in the sum of \$546,594.40, \$252,343.30 and \$34,380.12 respectively for on-site landscape works, water feature park landscaping, and the other off-site landscape works described in Section 3(b) only. The Security is in the form of an Irrevocable Letter of Credit worded to the satisfaction of the City to ensure that the development is carried out in accordance with the terms and conditions set out herein and if for any reason the Authorization holder neglects or otherwise fails to complete the works, being all the works required by this Development Authorization to be done, within two (2) years of the date of issuance of this Development Authorization, the City may, in its sole discretion, provided it has given the Developer seven (7) days written notice, complete the works or any portion thereof and all costs incurred in so doing shall be deducted by the City from the amount of the Security and, on final completion to the satisfaction of the City as evidenced by the issuance of a Certificate of Completion, the City shall thereafter refund the remainder of monies, except for ten (10) percent of the monies which will be released after the maintenance period lasting two (2) years from the date of completion for the landscaping.
- (b) Portions of the Security may be returned to the Developer, or reduced, as stages of the works are completed, to the satisfaction of, and at the sole discretion of the City's Director of Planning and Development Services. Ten (10) percent of the security will be held as a maintenance holdback for two (2) years after the Certificate of Completion for the landscaping is issued and will be released upon an inspection by the City confirming that the landscaping is in satisfactory condition at that time.
5. The Developer shall pay an Administration Review Fee equal to 2.0% of the Security for on-site landscape works (\$10,931.89), and 4% Administration Review Fee for the water feature park landscaping (\$10,093.73), and 4% Administration Review Fee for the other off-site landscape works (\$1,375.20) , all by cash or certified cheque.

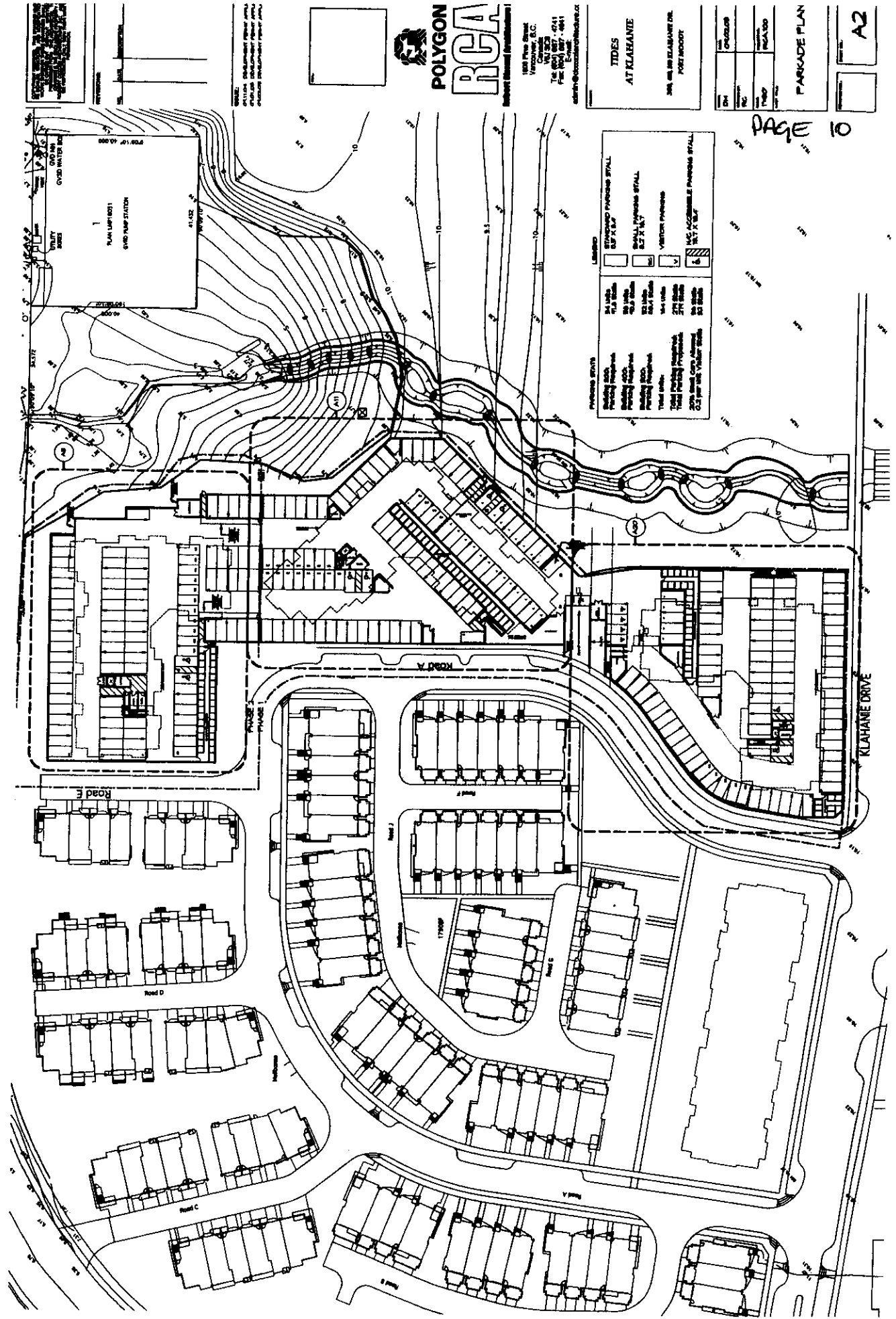
AUTHORIZING RESOLUTION PASSED BY COUNCIL the 22nd day of February, 2005.

ISSUED THIS 22nd day of March, 2005.



City Clerk COLLEEN TRONDE





POLYGON
PCA

1880 Pine Street
Vancouver, B.C.
V6J 3K3
Tel: (604) 687-4241
Fax: (604) 687-4641
Email: admin@polygonpcare.com

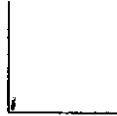
TIDES
AT KLARANTE

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1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

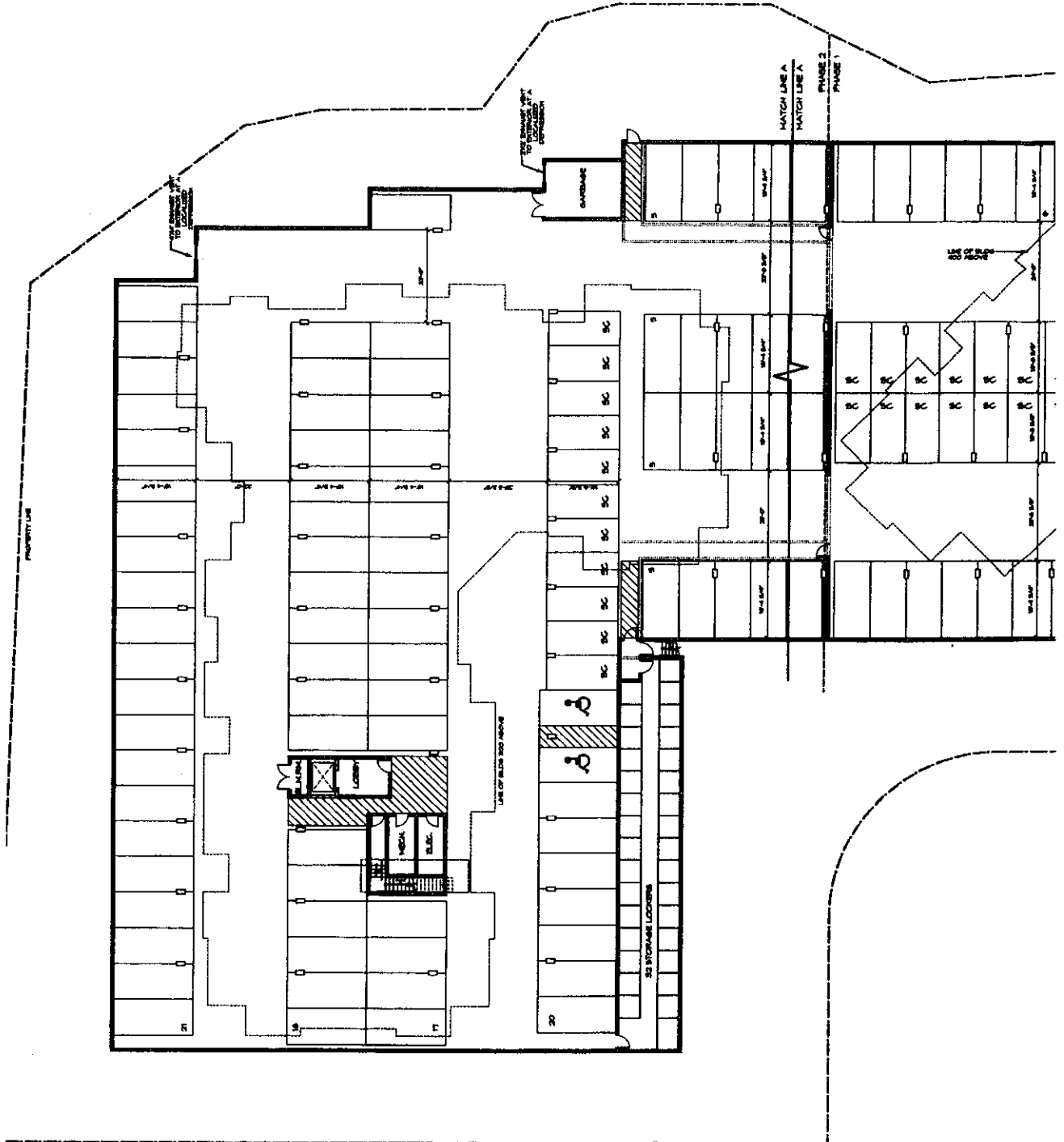


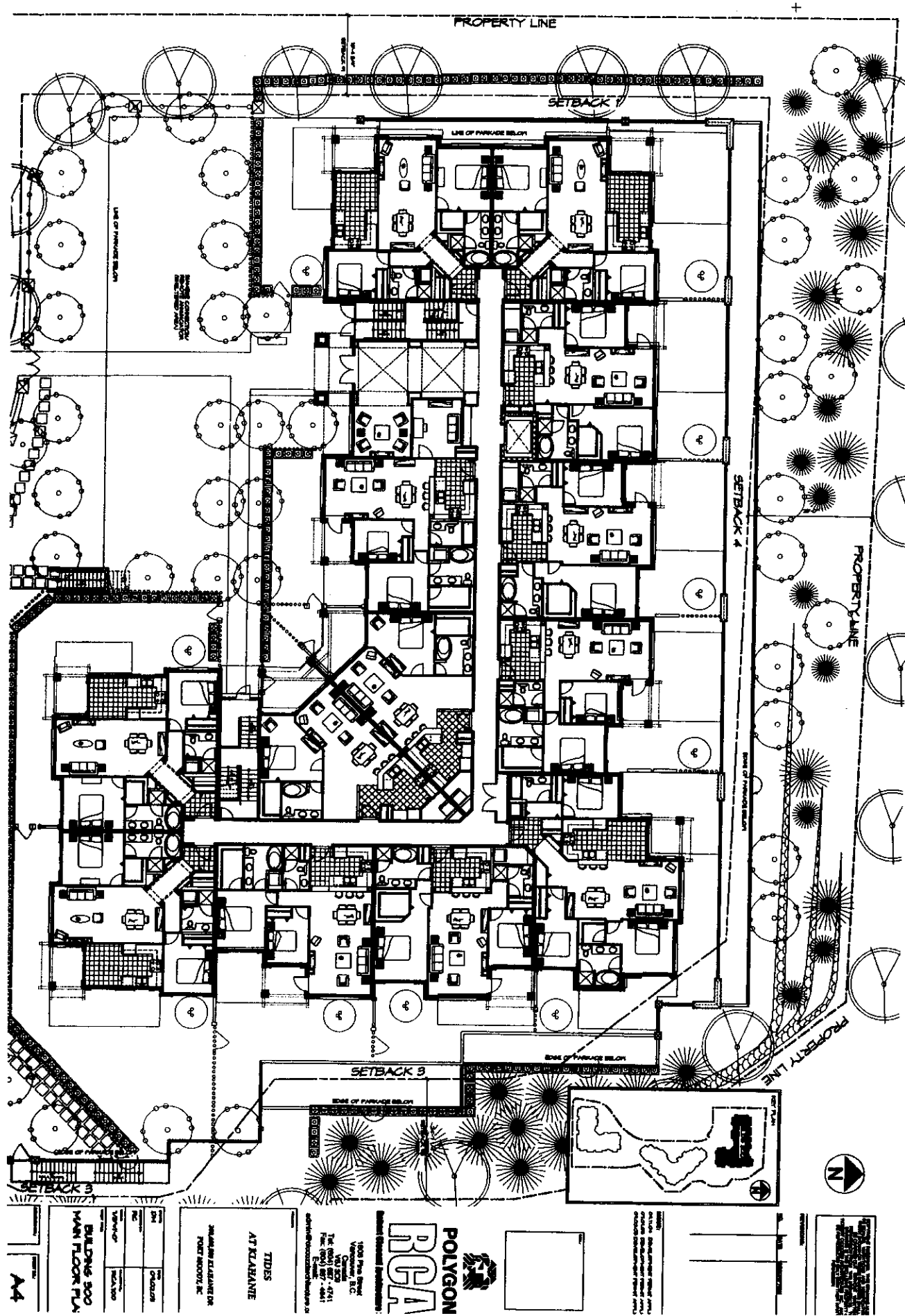
1800 Pine Street
Vancouver, B.C.
V6J 3Z9
Tel: (604) 677-7711
Fax: (604) 677-4611
www.polygonrga.com

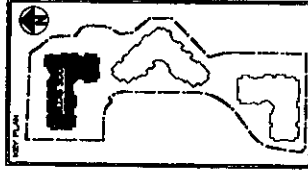
TIDES
AT KILBANE
RESURFACING KILBANE ON
PORT HADSPER, B.C.

DATE	2016/03/17
BY	CHLOE
PROJECT	PARKADE BLDG 500
SCALE	1:100
NO.	A3

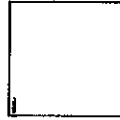
PAGE 11







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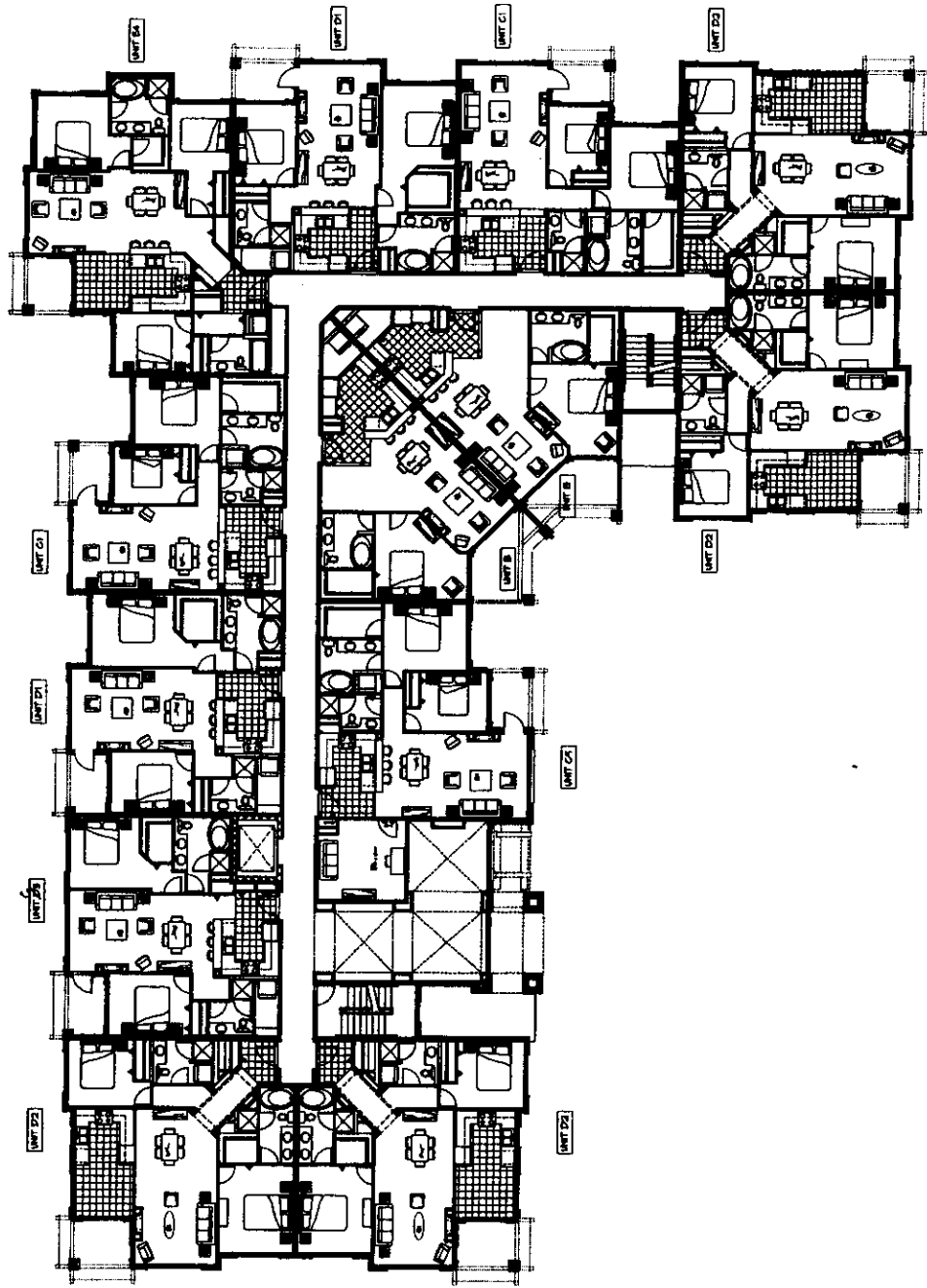
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BCA
1000 First Street
Virginia, B.C.
VA 22030
Tel: (800) 887-4741
Fax: (703) 577-4601
E-Mail: info@polygonbc.com

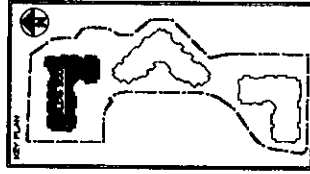
TIDES
AT KLAIRAMIE
3000 KLAIRAMIE DR
PORT HURON, MI

DATE	03/13/08
BY	BCA
NO.	100000
PROJECT	BCA-300
BUILDING 300 SECOND FLOOR PLAN	

A5

PAGE 13





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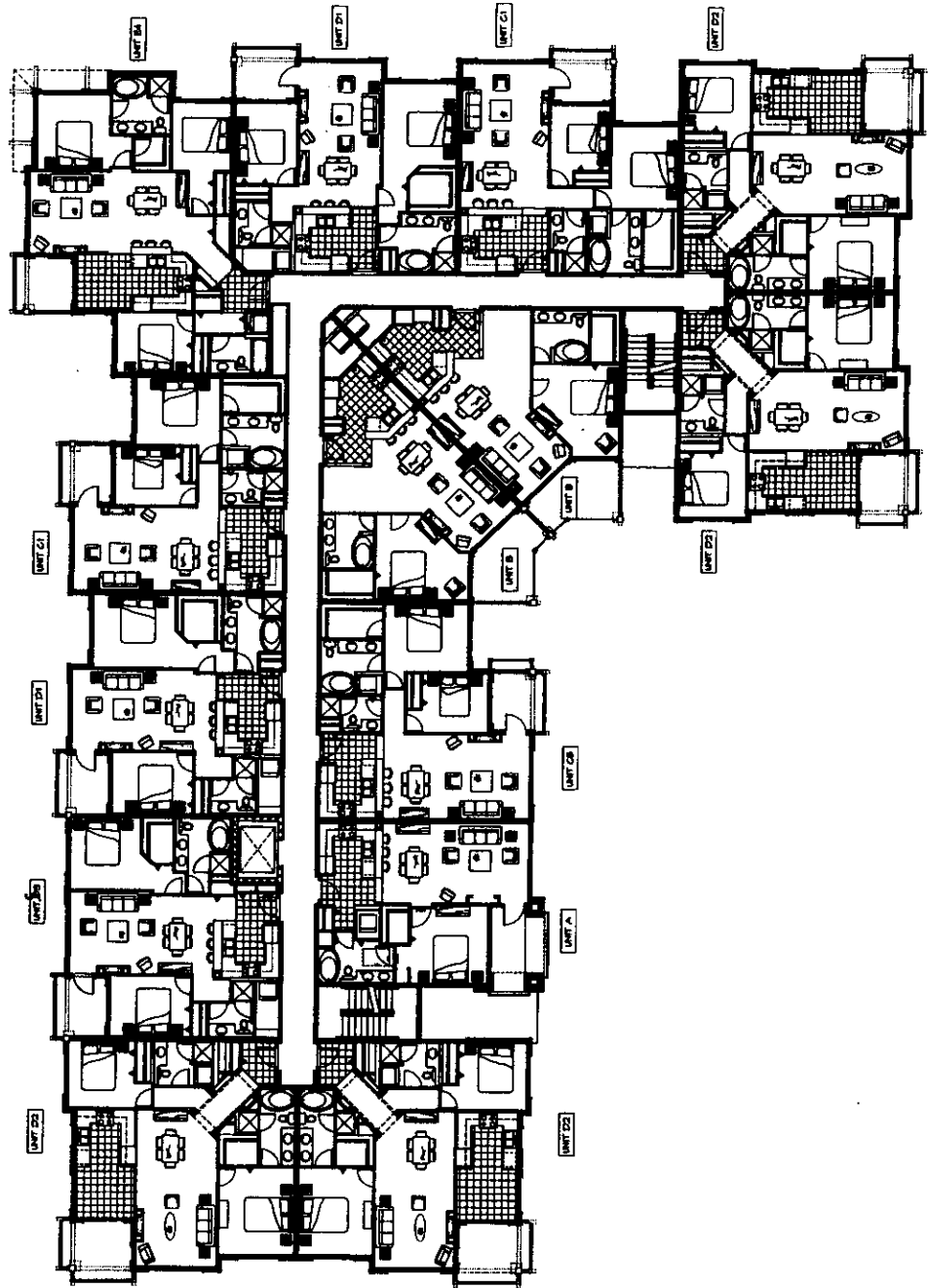
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AT KLAIRANIE**
MARLBOROUGH BLVD
PORT HURST, BC


DATE	05/05/16
BY	CH/CLB
NO.	1000
PROJECT	BCA 100
SCALE	

**BUILDING 300
THIRD FLOOR
PLAN**

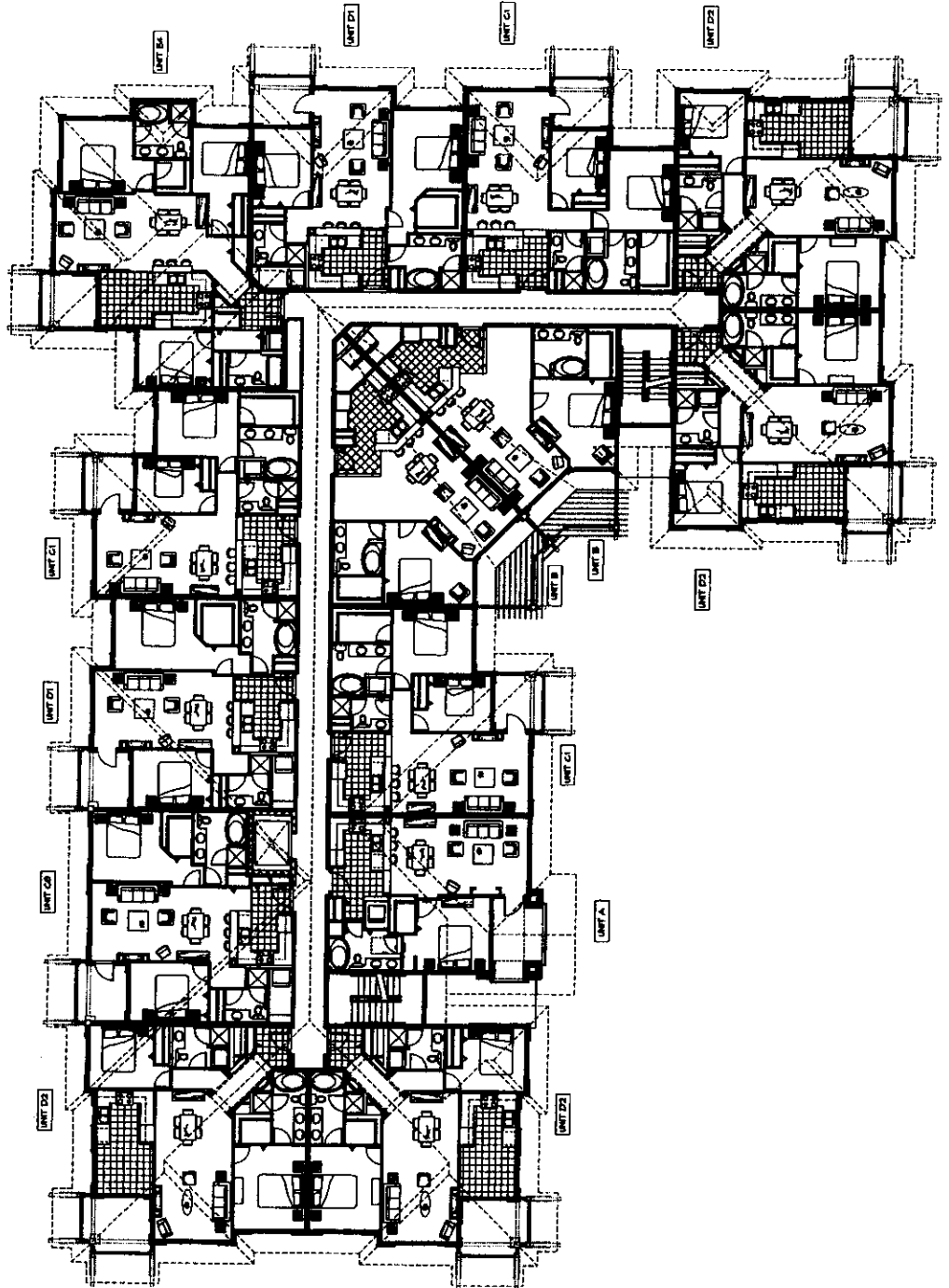
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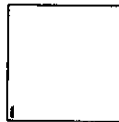


	
	
<p>1000 Pine Street Virginia B.C. Canada Tel: (804) 697-7441 Fax: (804) 697-7441 www.polygonrca.com</p>	
POLYGON RCA	
TIDES AT KLANANTE	
MARINE KLANANTE DR PORT ROYALE, NC	
NO. 100	NO. 100
NO. 100	NO. 100
NO. 100	NO. 100
BUILDING 300 FOURTH FLOOR PLAN	
AT	

PAGE 15



ALL WORK SHALL BE IN ACCORDANCE WITH THE BRITISH COLUMBIA BUILDING ACT AND THE BRITISH COLUMBIA BUILDING REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



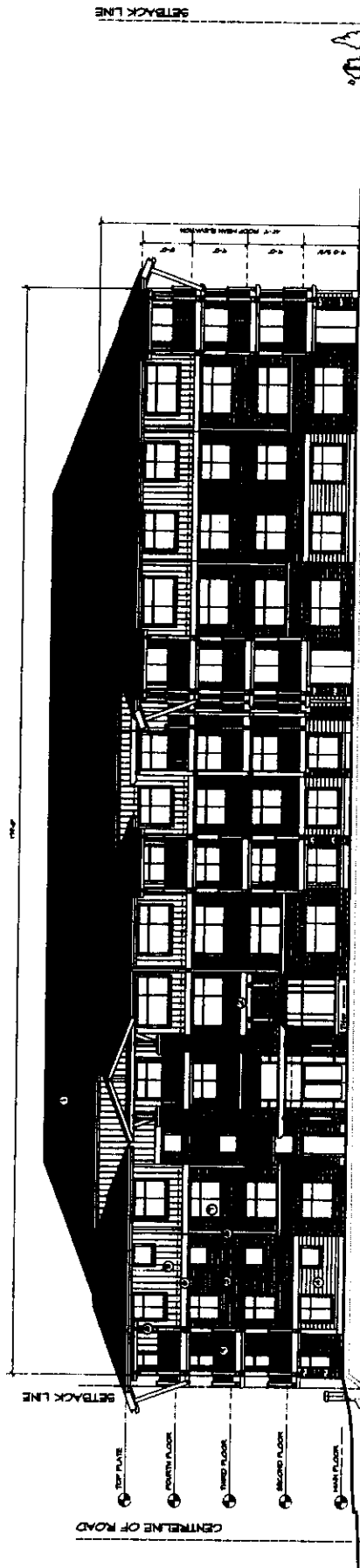
1808 Pine Street
 Vancouver, B.C.
 Canada
 Tel: (604) 677-4741
 Fax: (604) 677-4861
 info@polygonbc.com

TIDES
AT KLARANTE
 300 ELIZABETH DR.
 PORT MOODY, BC

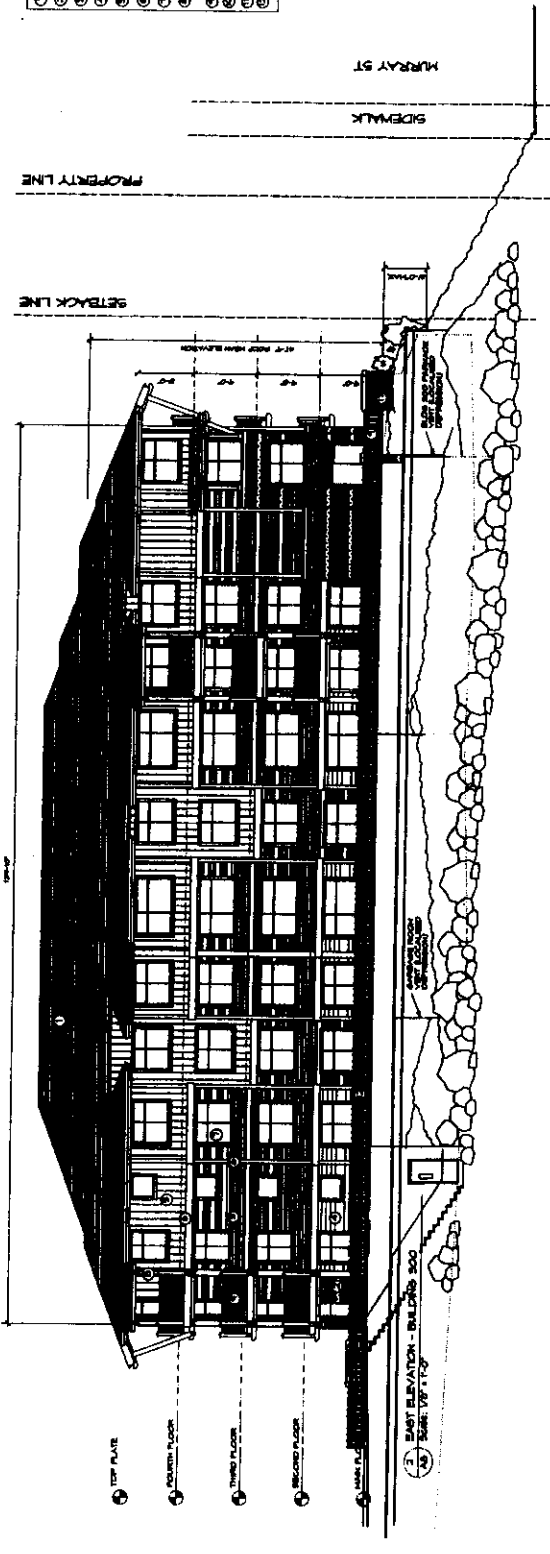
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16/03/16	ISSUED FOR PERMIT
16/03/16	ISSUED FOR PERMIT
16/03/16	ISSUED FOR PERMIT

SHEET NO. **AB**
 OF **10**

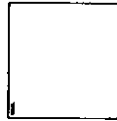
PAGE 16



- 1. ASPHALT SHINGLE ROOF
- 2. BRICK
- 3. 4\"/>



DATE: 03/17/16
 DRAWN: J. HARRIS
 CHECKED: J. HARRIS
 PROJECT: TIDES AT KILBANE
 SHEET: A9



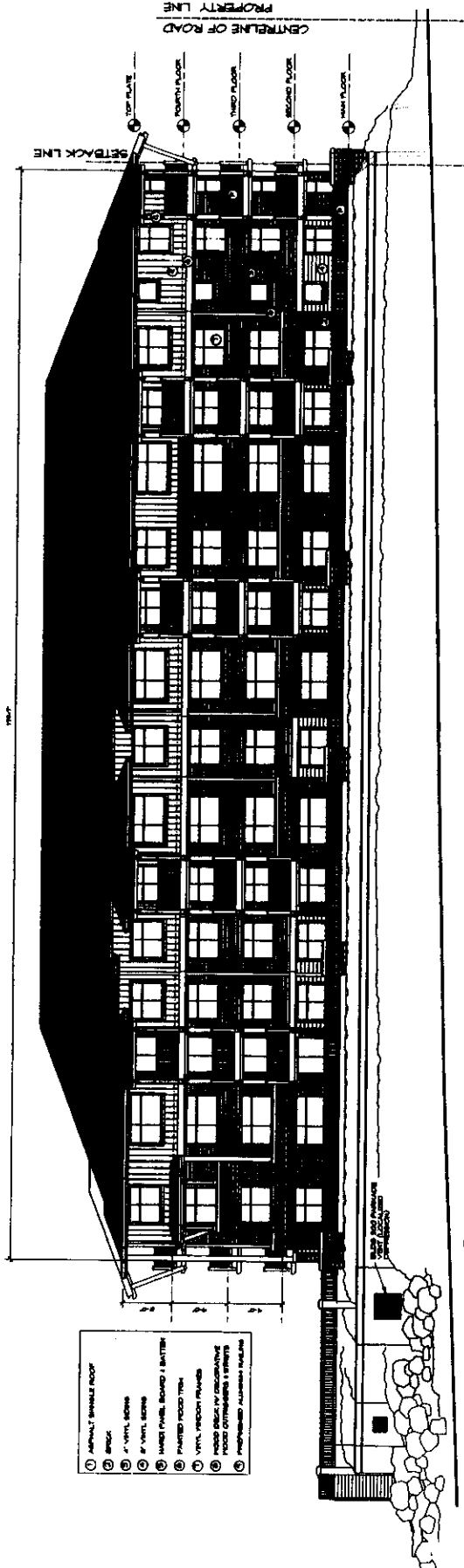
POLYGON
RCA
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 Portsmouth, N.H. 03801
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 www.polygonrca.com

TIDES
 AT KILBANE
 300 W. WILKINSON BLVD.
 PORTSMOUTH, NH

DATE	03/17/16
BY	J. HARRIS
CHECKED BY	J. HARRIS
PROJECT	TIDES AT KILBANE
SHEET NO.	A9

ELEVATIONS
 BUILDING 300

PAGE 17



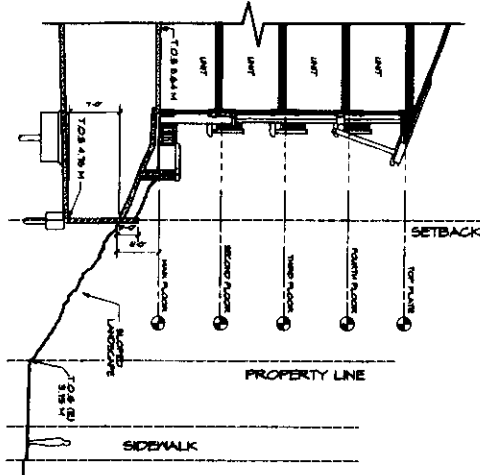
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- 2. BRICK
- 3. 2\"/>



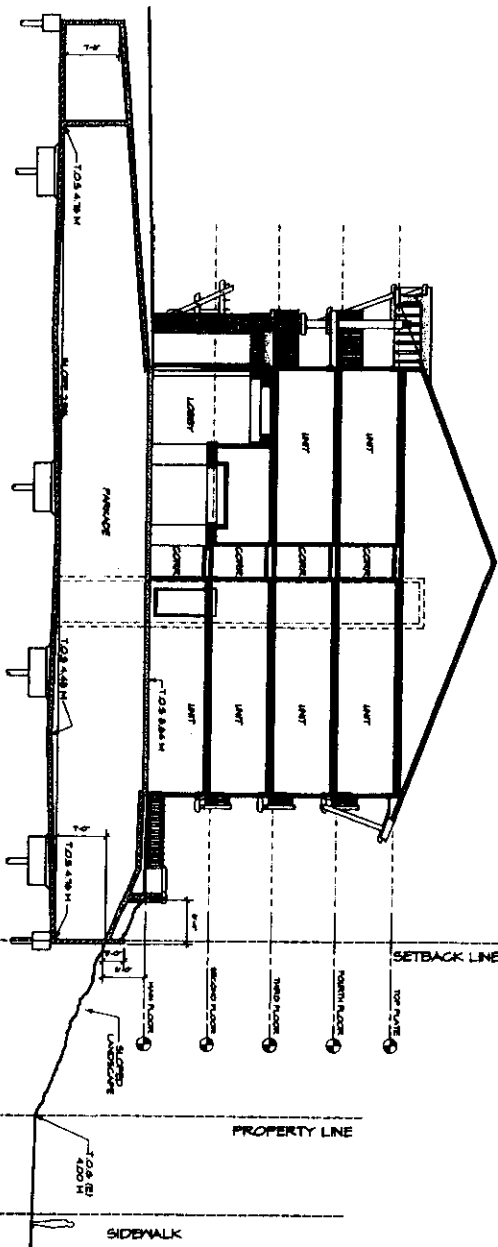
WEST ELEVATION - BUILDING 300
 Scale: 1/8\"/>

PAGE 18

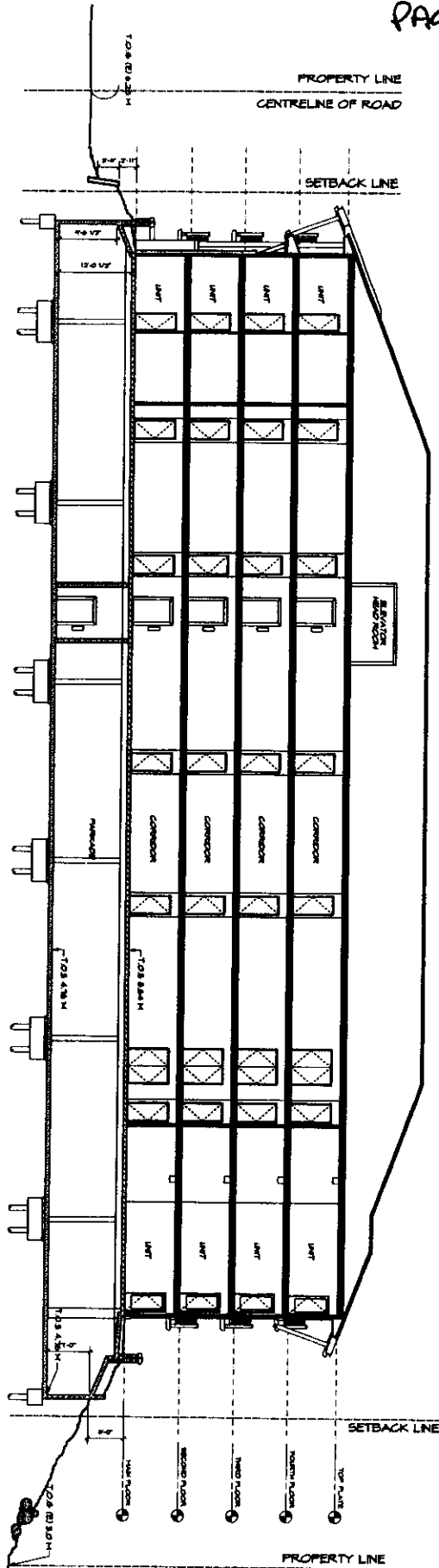
2 CROSS SECTION - BUILDING 300



3 CROSS SECTION - BUILDING 300



1 LONGITUDINAL SECTION - BUILDING 300



<p>SECTION BUILDING 300</p> <p>ATIO</p>		<p>POLYGON</p> <p>RGA</p> <p>1800 Pine Street Vancouver, B.C. V6J 2S9 Tel: (604) 827-4241 Fax: (604) 827-4241 www.polygon.com</p>		<p>TIDES</p> <p>AT KALAHNIE</p> <p>200 400 KALAHNIE DR PORT MOODY, BC</p>		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION			
NO.	DATE	DESCRIPTION											

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.



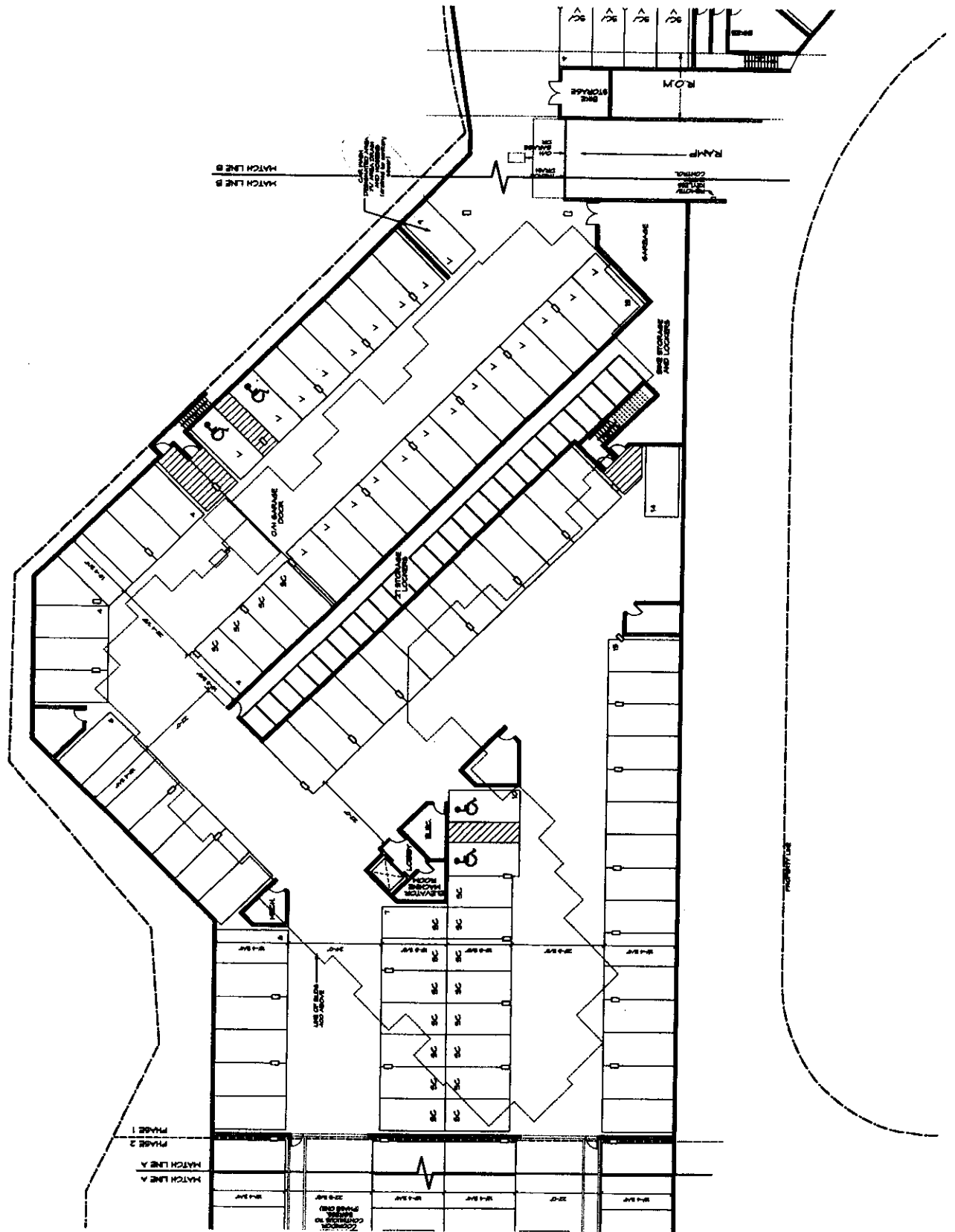
POLYGON
RCA
 Mechanical Contractors
 1001 Pine Street
 Virginia Beach, VA 23462
 Tel: (757) 487-2211
 Fax: (757) 487-2441
 www.polygonrca.com

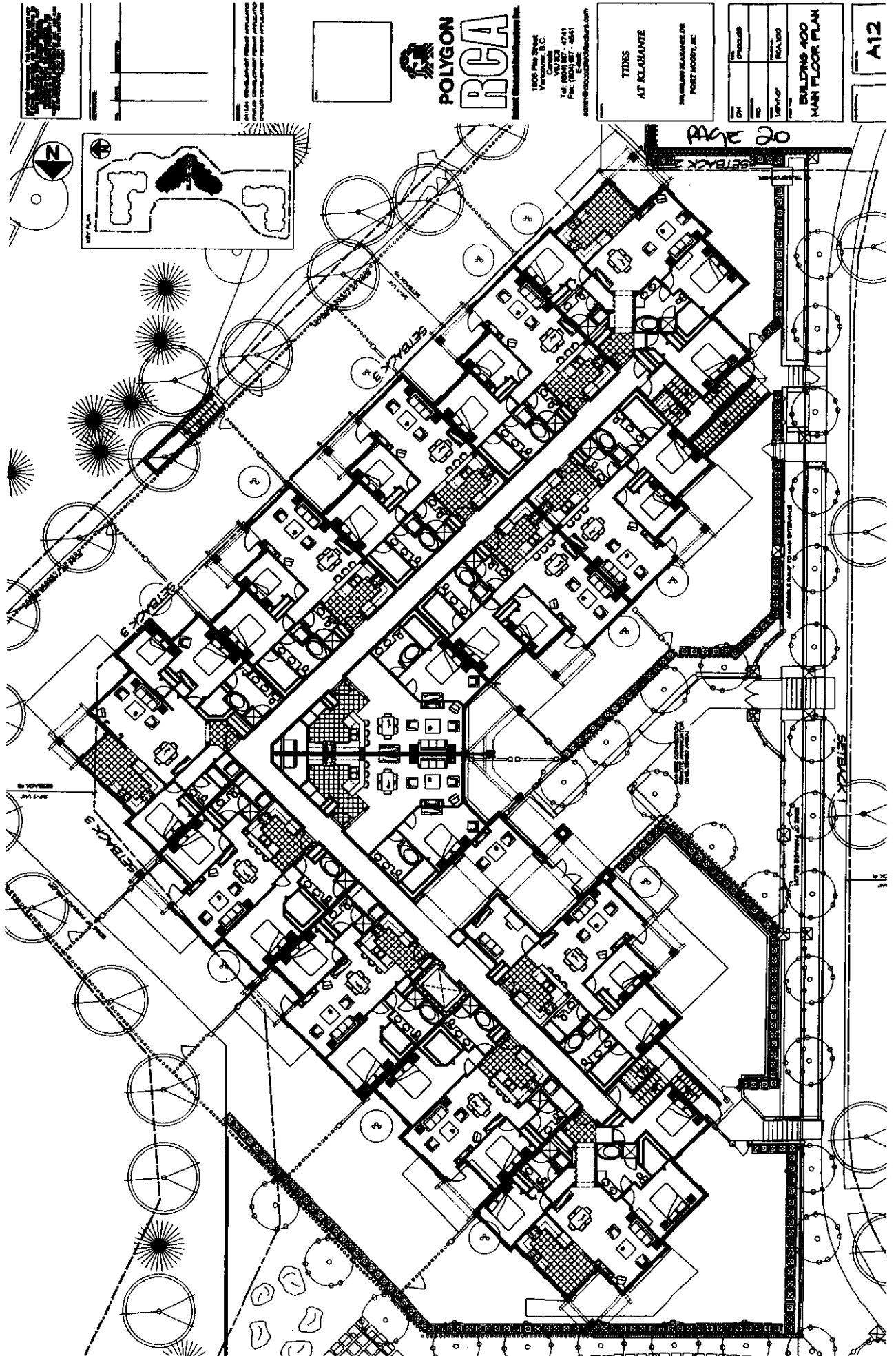
TIDES
 AT KILGALINE
 PORT MOODY

NO.	DESCRIPTION
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4	CONTRACT
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50	CONTRACT

A11

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Virginia, VA 23061
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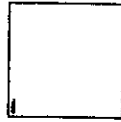
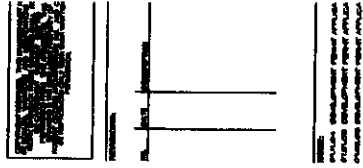
TIDES
AT KILBANKITE
MEMBER RELIANCE OR
PORT NODDY, INC.

NO.	DESCRIPTION	DATE

BUILDING 400
MAIN FLOOR PLAN

A12

Page 20

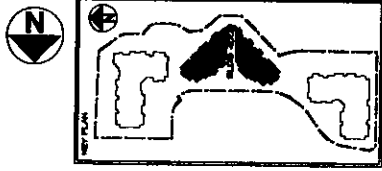


1000 Peach Street
 Atlanta, Georgia
 Tel: (404) 527-4241
 Fax: (404) 527-4041
 www.tidesatlanta.com

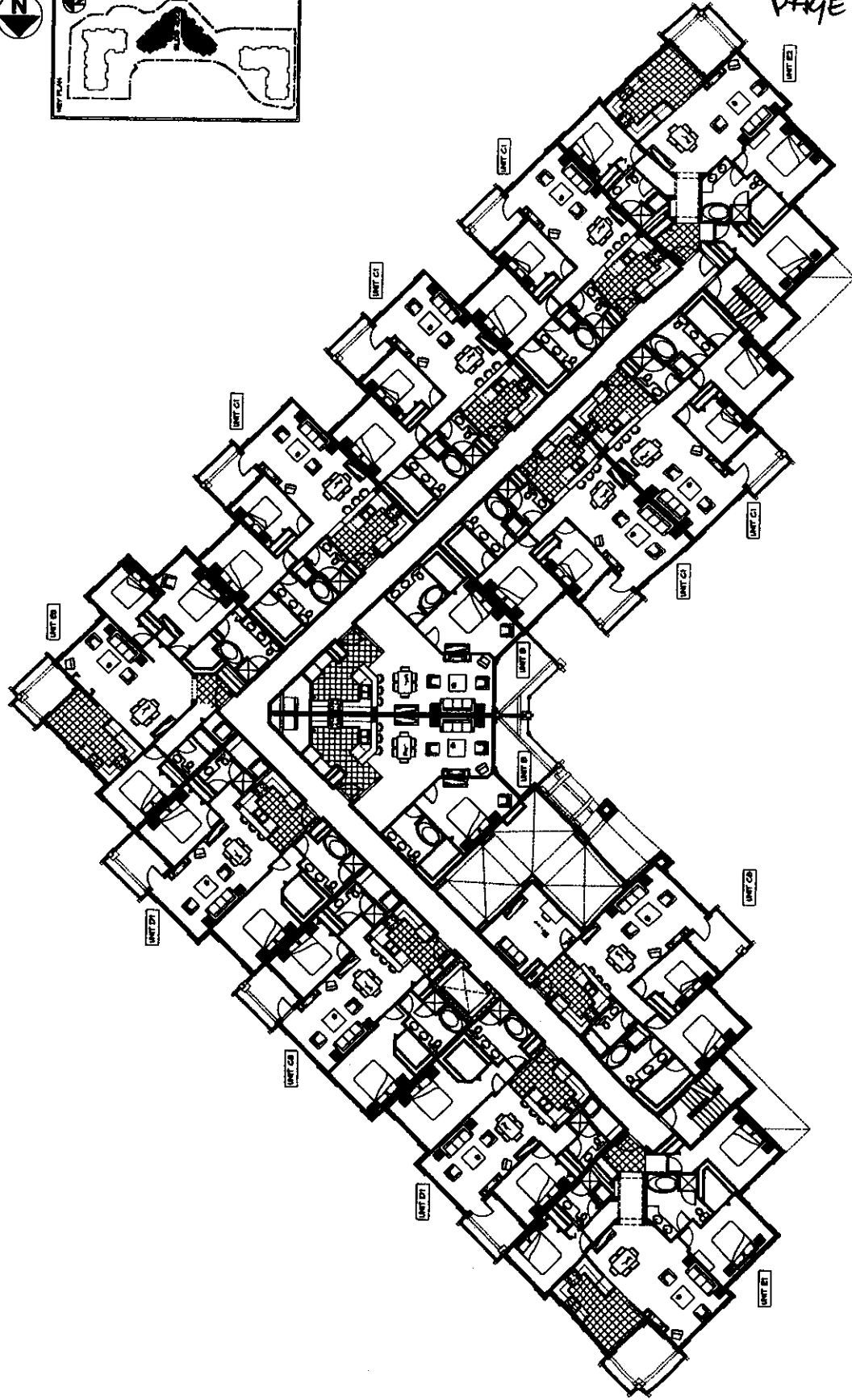
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 AT ATLANTA
 BUILDING EXHIBITS FOR
 POINT MOUNTAIN, NC

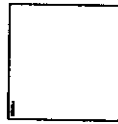
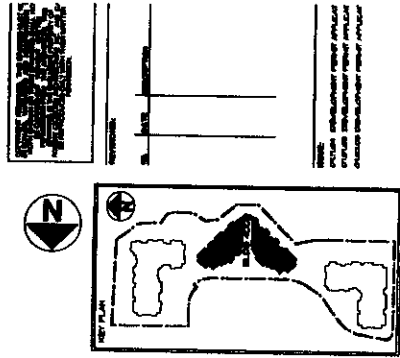
DATE	DESCRIPTION

BUILDING 400
 SECOND FLOOR
 PLAN



PAGE 21





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RCA**

1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Tel: (404) 525-2211
Fax: (404) 525-2611
www.polygonrca.com

**TIDES
AT KILBANE**

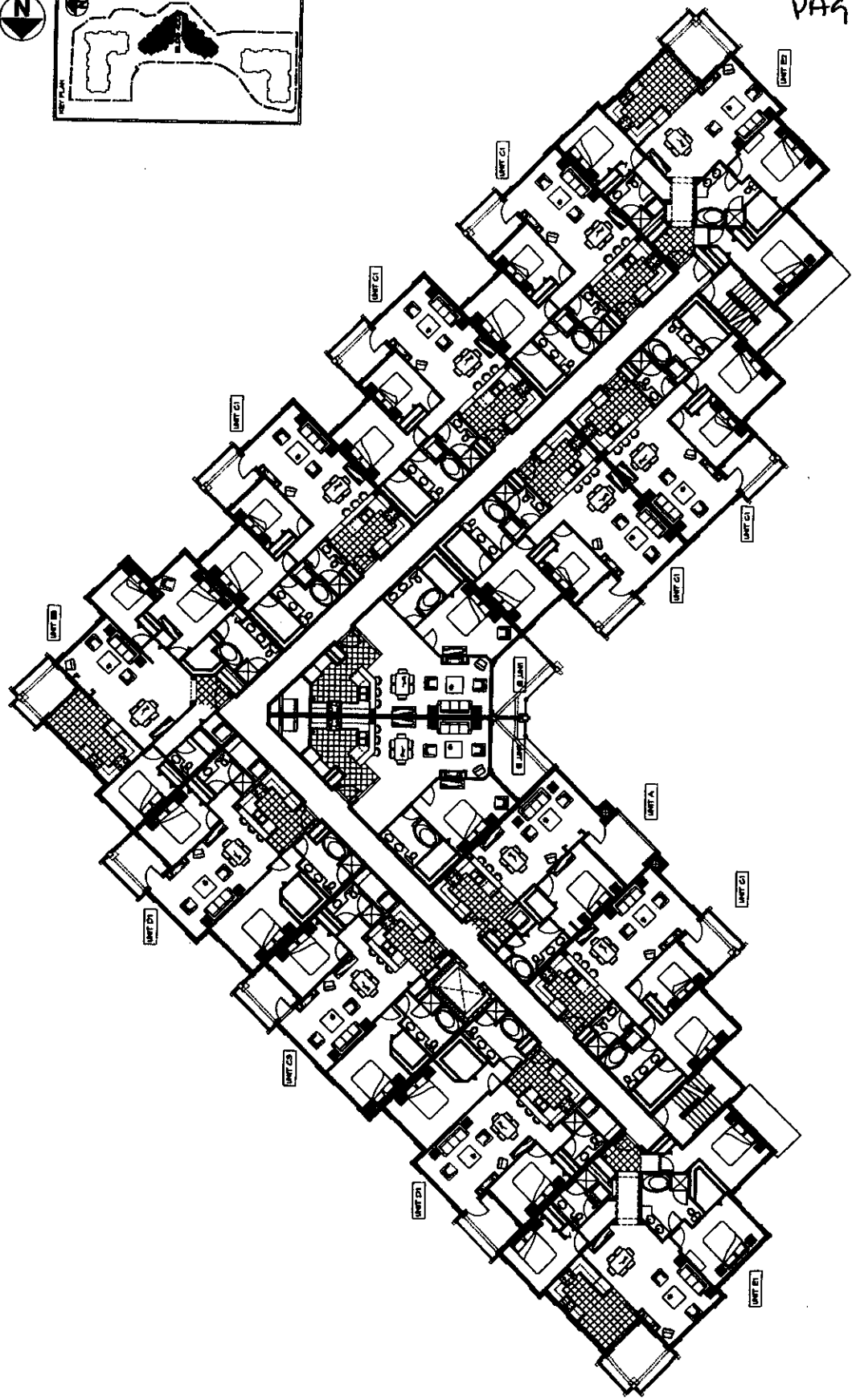
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Tel: (404) 525-2211
Fax: (404) 525-2611
www.polygonrca.com

INTEGRATED PLANNING, INC.
PO BOX 10000
ATLANTA, GA 30388

DR	PROJECT
NO	
DATE	
BY	
SCALE	
DATE	

A14

PAGE 22



1000 PINE STREET
VIRGINIA BEACH, VA 23462
TEL: (757) 487-4741
FAX: (757) 487-4841

POLYGON
BCA

1000 PINE STREET
VIRGINIA BEACH, VA 23462
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FAX: (757) 487-4841

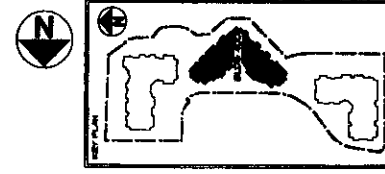


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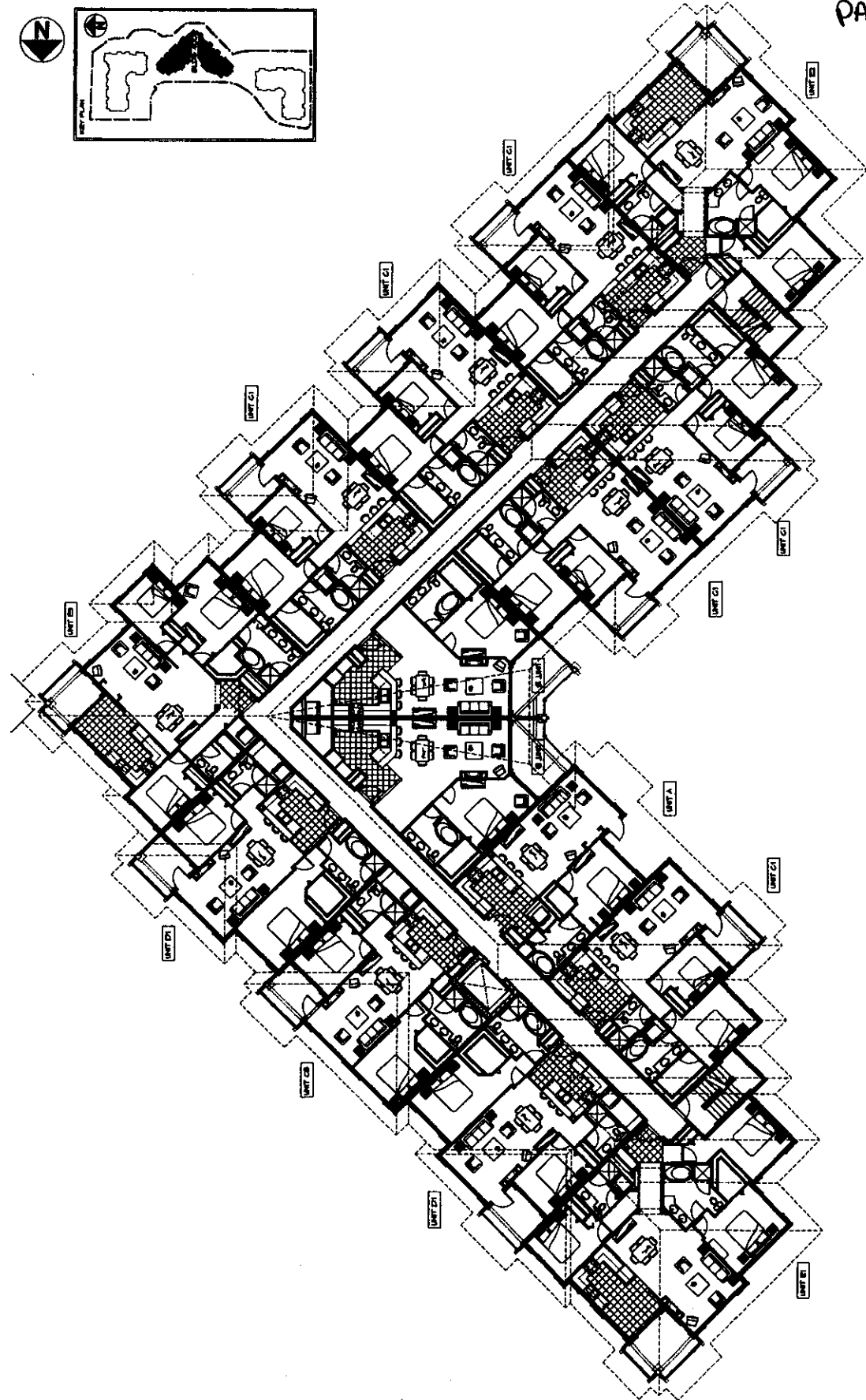
MANAGING PLANNERS INC.
PORT HURON, MI

DATE	03/30/05
BY	...
REVISION	...
DESCRIPTION	...

PROJECT	BUILDING 400 FOURTH FLOOR PLAN
SHEET NO.	A15



PAGE 23



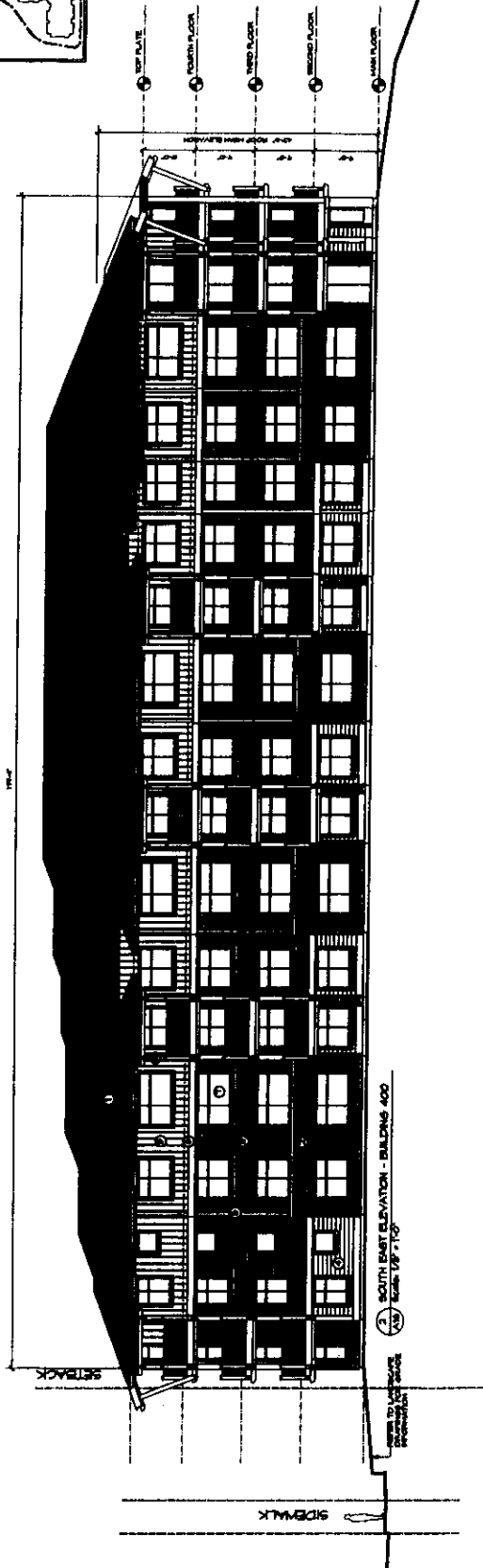
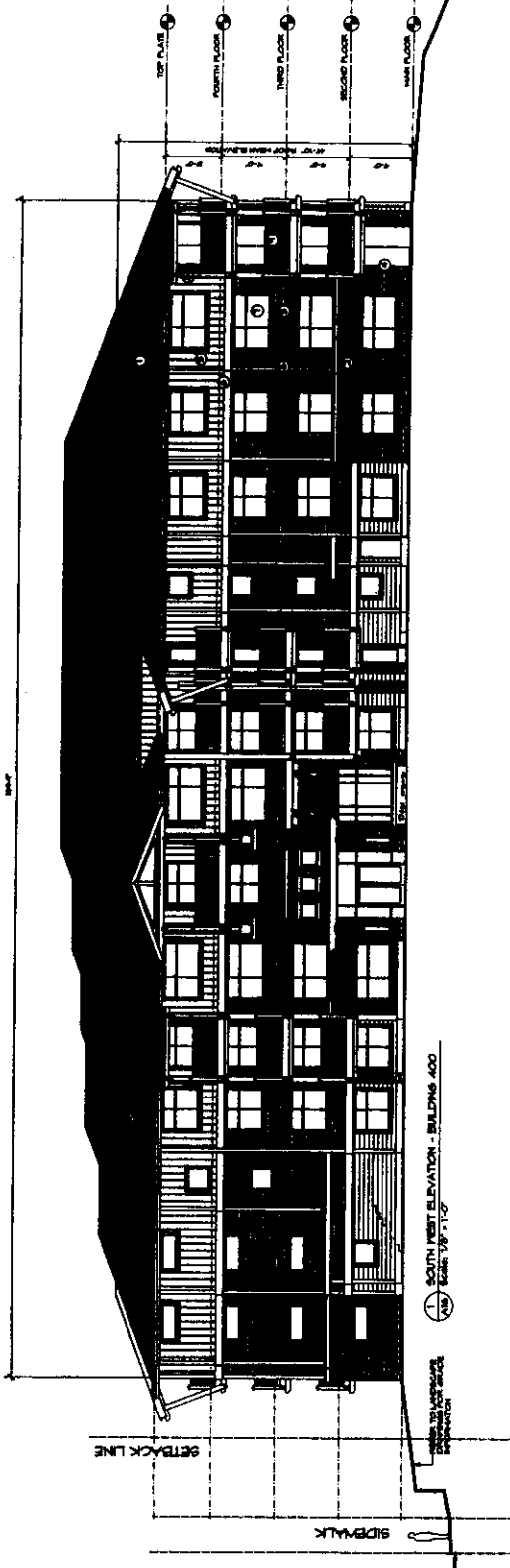
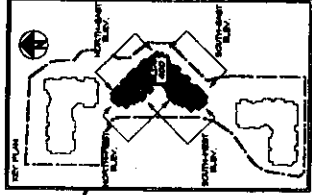
1000 Pine Street
 Vancouver, B.C.
 V6B 1A3
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 Fax: (604) 681-4811
 Email: info@polygonpca.com
 www.polygonpca.com

**POLYGON
 PCA**
 PROJECT ARCHITECTS INC.

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 V6B 1A3
 Tel: (604) 681-4741
 Fax: (604) 681-4811
 Email: info@polygonpca.com
 www.polygonpca.com

**TIDES
 AT KLARANJE**
 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000

- 1 ASPHALT SHINGLE ROOF
- 2 BRICK
- 3 4" VINYL SIDING
- 4 8" VINYL SIDING
- 5 HANG PANEL SIDING / BUTYLS
- 6 FINISHED FLOOR FIN.
- 7 VINYL FLOOR FINISH
- 8 FLOOR FINISH BY DISCREETIVE
- 9 FLOOR FINISH BY DISCREETIVE
- 10 FINISHED ALUMINUM BALCONY



PAGE 24

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 23060
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 Fax: (804) 687-4811
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POLYGON
RCA
 Robert C. Rouse III

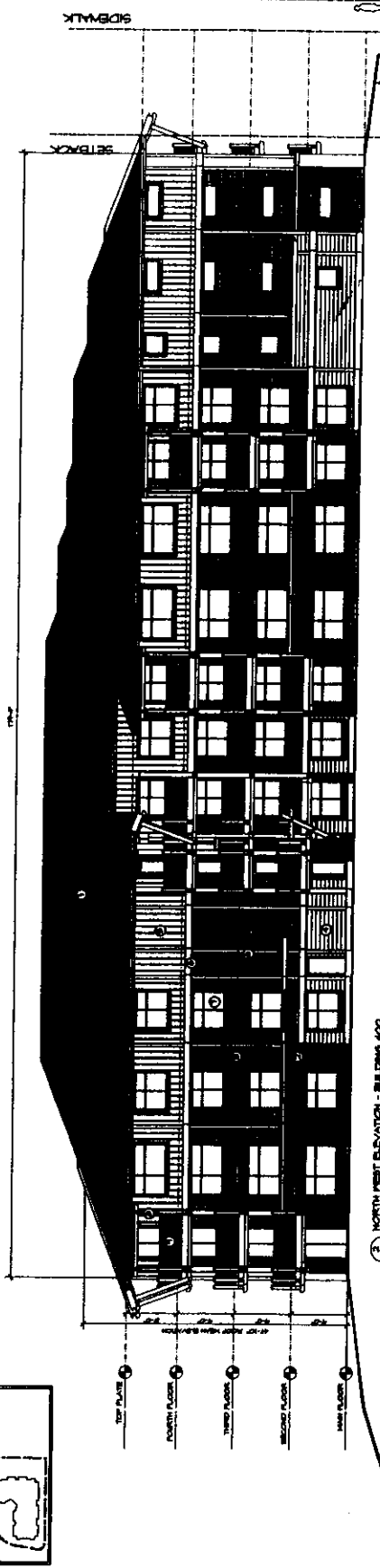
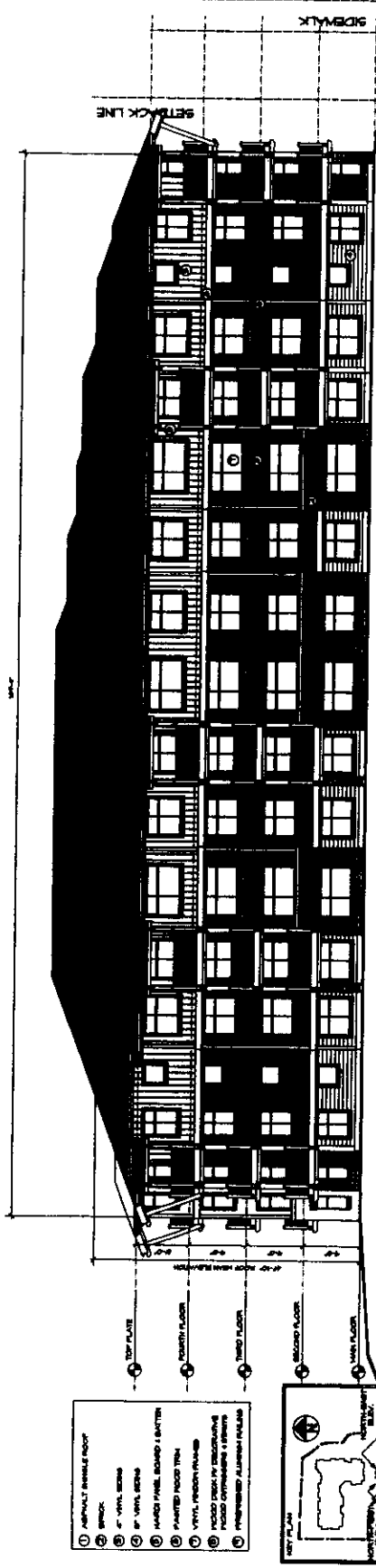
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 AT KILAHANE
 MR. AND MRS. KILAHANE DEL
 FORT MONROE, VA

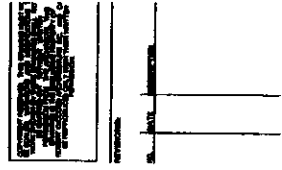
CHAIRMAN
 POLYGON
 POLYGON
 POLYGON

ELEVATIONS
 BUILDING 400

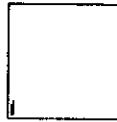
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PAGE 25





DATE: 05/11/16
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT: [illegible]



POLYGON
BCA
 ARCHITECTURAL ARCHITECTURE INC.
 1528 Pine Street
 Norfolk, VA 23510
 TEL: (804) 887-4743
 FAX: (804) 887-4841
 www.polygonarchitect.com

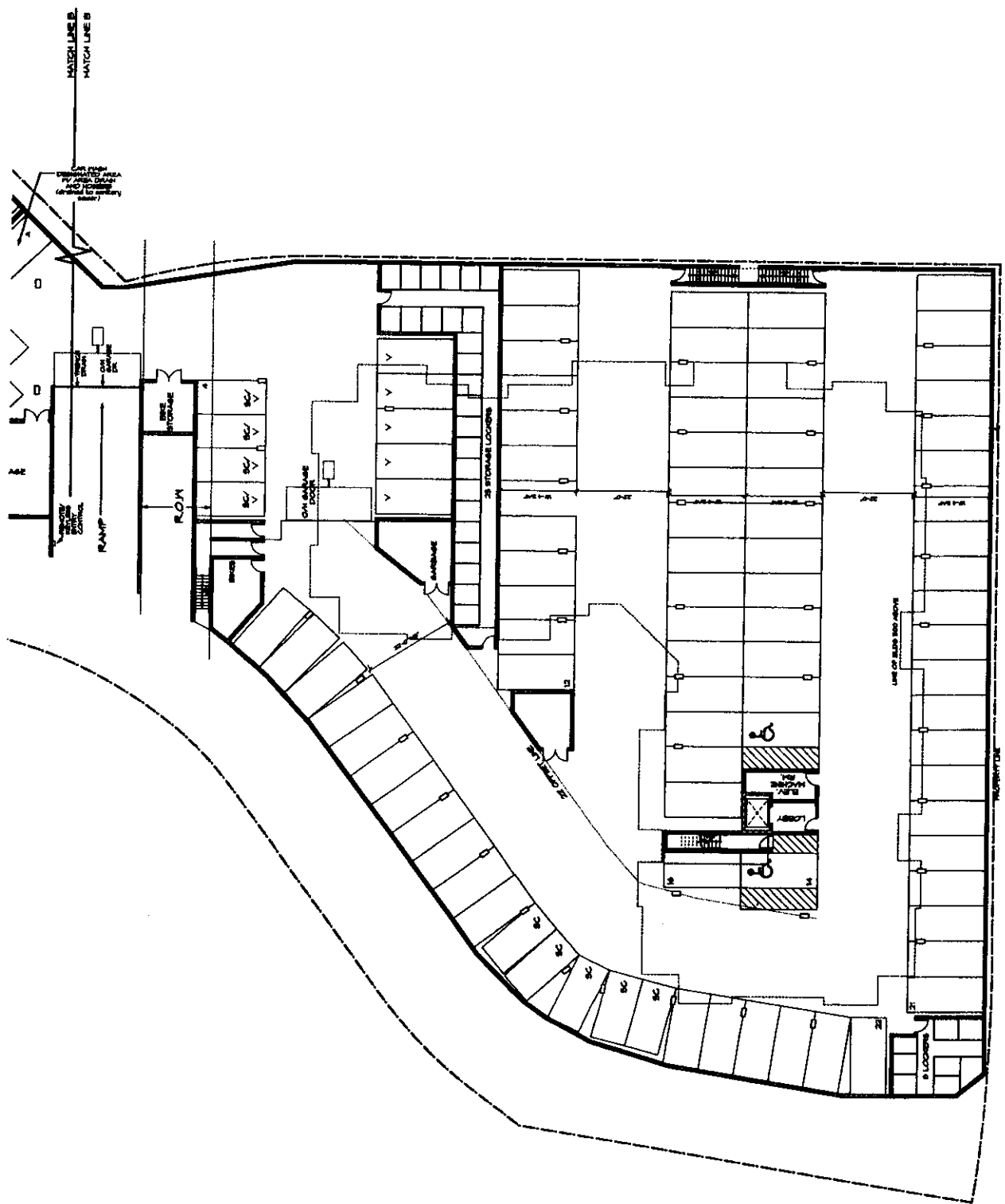
TIDES
AT KLABANTE
 SEASIDE KLABANTE DR
 PORT WOODST, VA

DATE	05/11/16
BY	[illegible]
CHKD BY	[illegible]
PROJECT	BLDG 900 PARADE

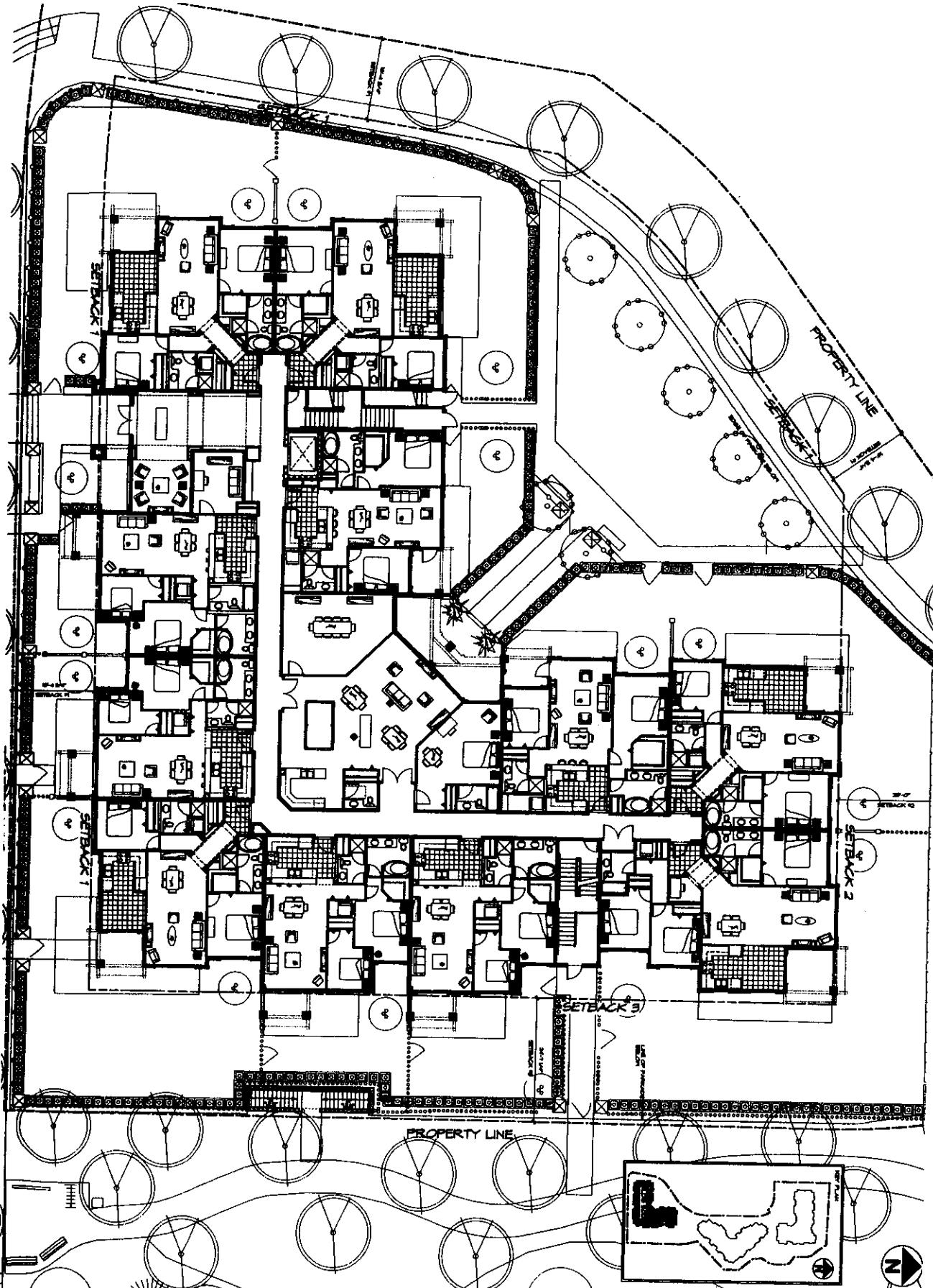
NO.	1
DATE	05/11/16
BY	[illegible]
CHKD BY	[illegible]
PROJECT	BLDG 900 PARADE

A20

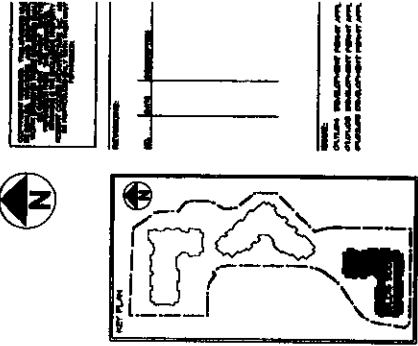
PAGE 28



PAGE 29



A21	BUILDING 500 MAIN FLOOR PLAN	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE</td><td>01/22/08</td></tr> <tr><td>DESIGNED BY</td><td>WALSH</td></tr> <tr><td>CHECKED BY</td><td>WALSH</td></tr> </table>	DATE	01/22/08	DESIGNED BY	WALSH	CHECKED BY	WALSH	<p style="text-align: center;">TIDES AT KILMARNOCK</p> <p style="text-align: center;">KILMARNOCK PLAZA ONE FIRST FLOOR, N.C.</p>	<p style="text-align: center;">POLYGON</p> <p style="text-align: center;">ROGA</p> <p style="text-align: center;">1000 Pine Street Raleigh, N.C. Tel: (919) 877-4741 Fax: (919) 877-4841</p>	<p style="text-align: center;">100' 0"</p> <p style="text-align: center;">200' 0"</p>
DATE	01/22/08										
DESIGNED BY	WALSH										
CHECKED BY	WALSH										



POLYGON
RCA

1001 Pine Street
Virginia, B.C.
V8V 2K9
Tel: (250) 497-4741
Fax: (250) 497-4641
E-mail: info@polygonrca.com

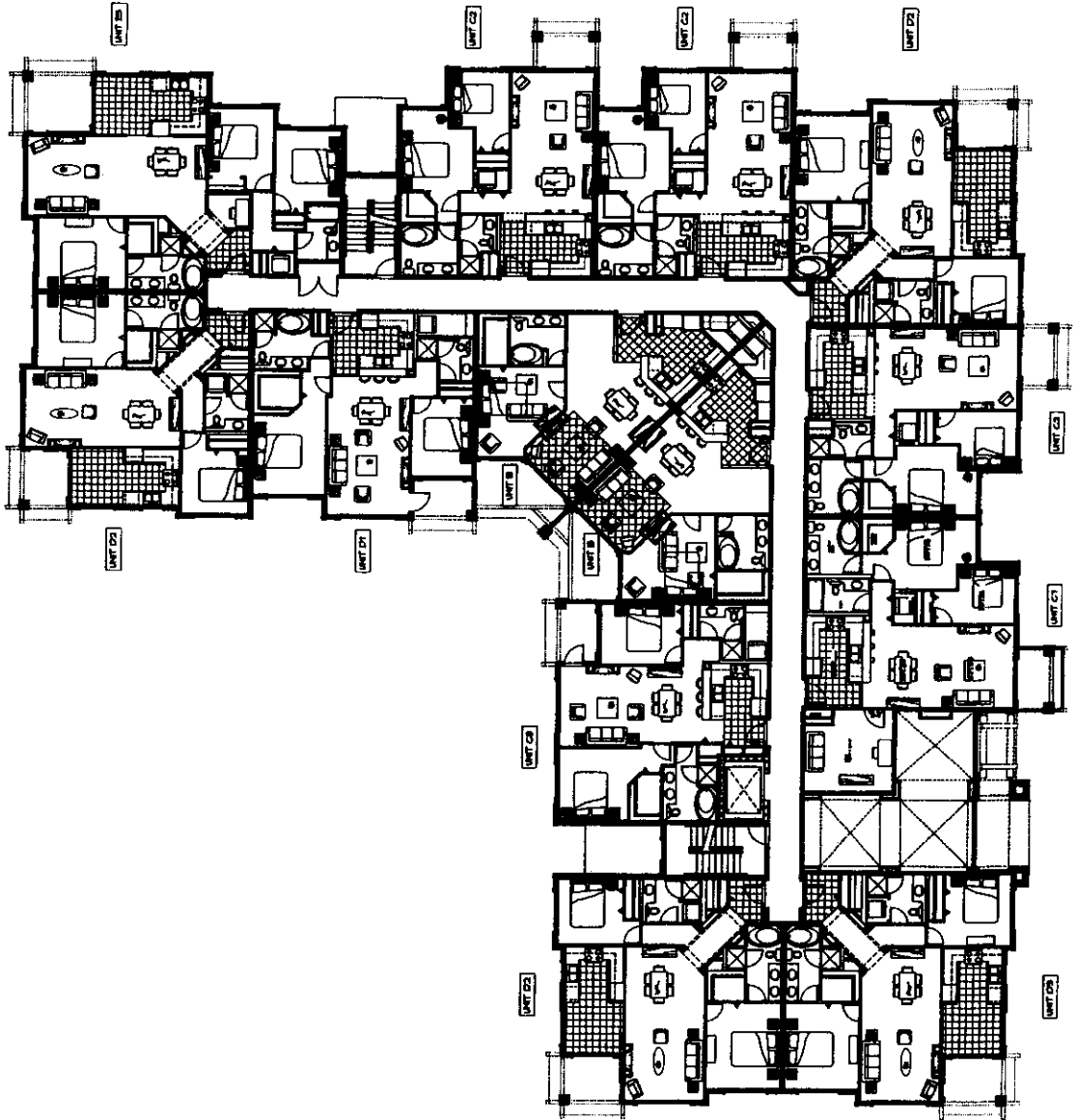
TIDES
AT KILARANTIE

DATE	BY	REVISION

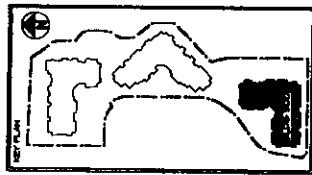
BUILDING 500
SECOND FLOOR
PLAN

A22

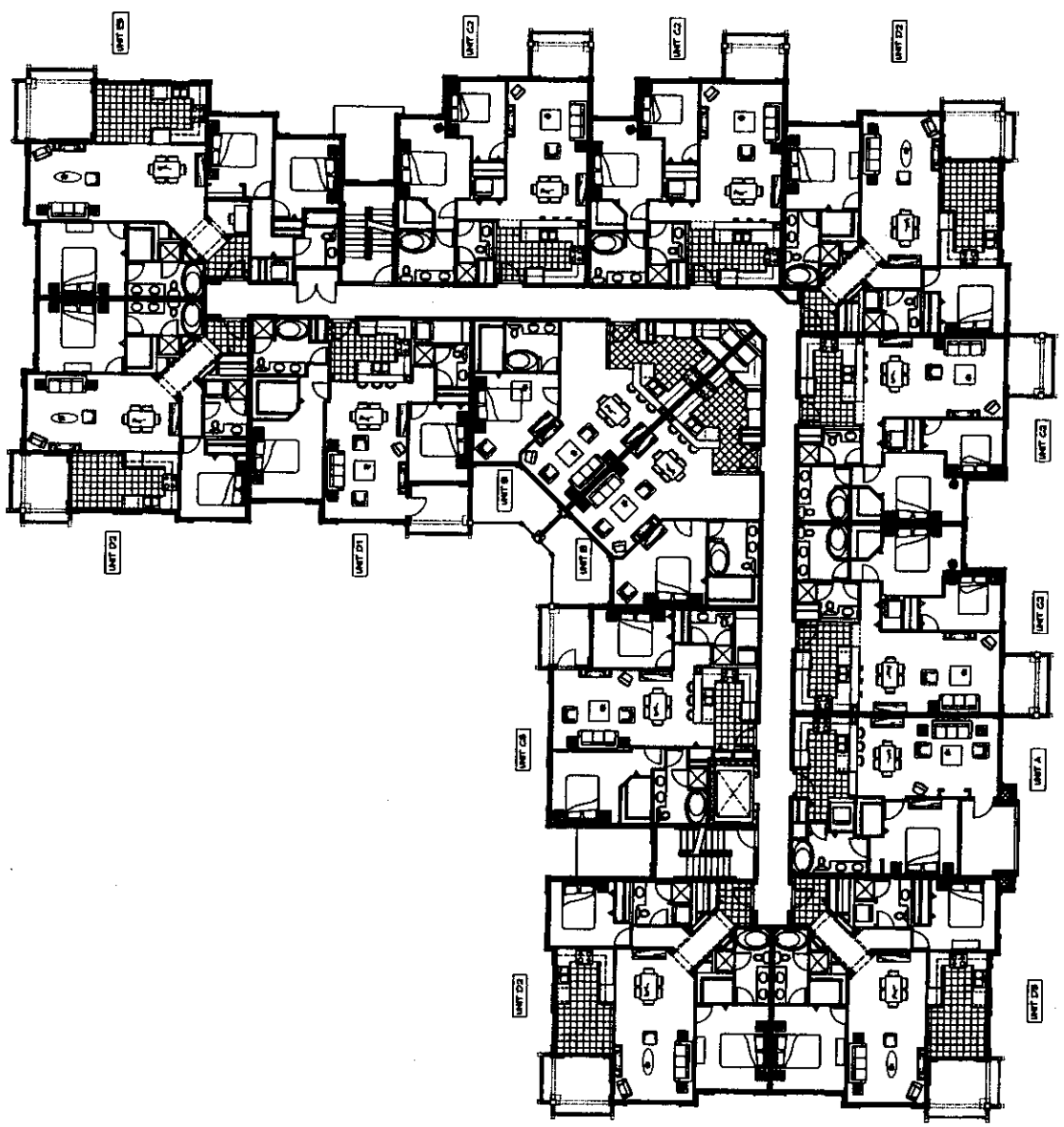
Page 30

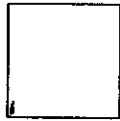
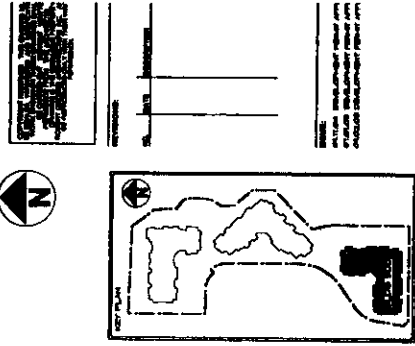


	POLYGON PCA POLYMER CONCRETE ASSOCIATION	1000 Peach Street Virginia, B.C. 30309 Tel: (404) 887-4941 Fax: (404) 887-4941 E-mail: admin@polyconcrete.com	TIDES ATLANTA	DESIGNED BY ARCHITECT	DATE REVISION	BUILDING 500 THIRD FLOOR PLAN	A2E
--	--	--	-------------------------	--------------------------	------------------	--	------------



PAGE 31





POLYGON
BCA
Architectural Firm

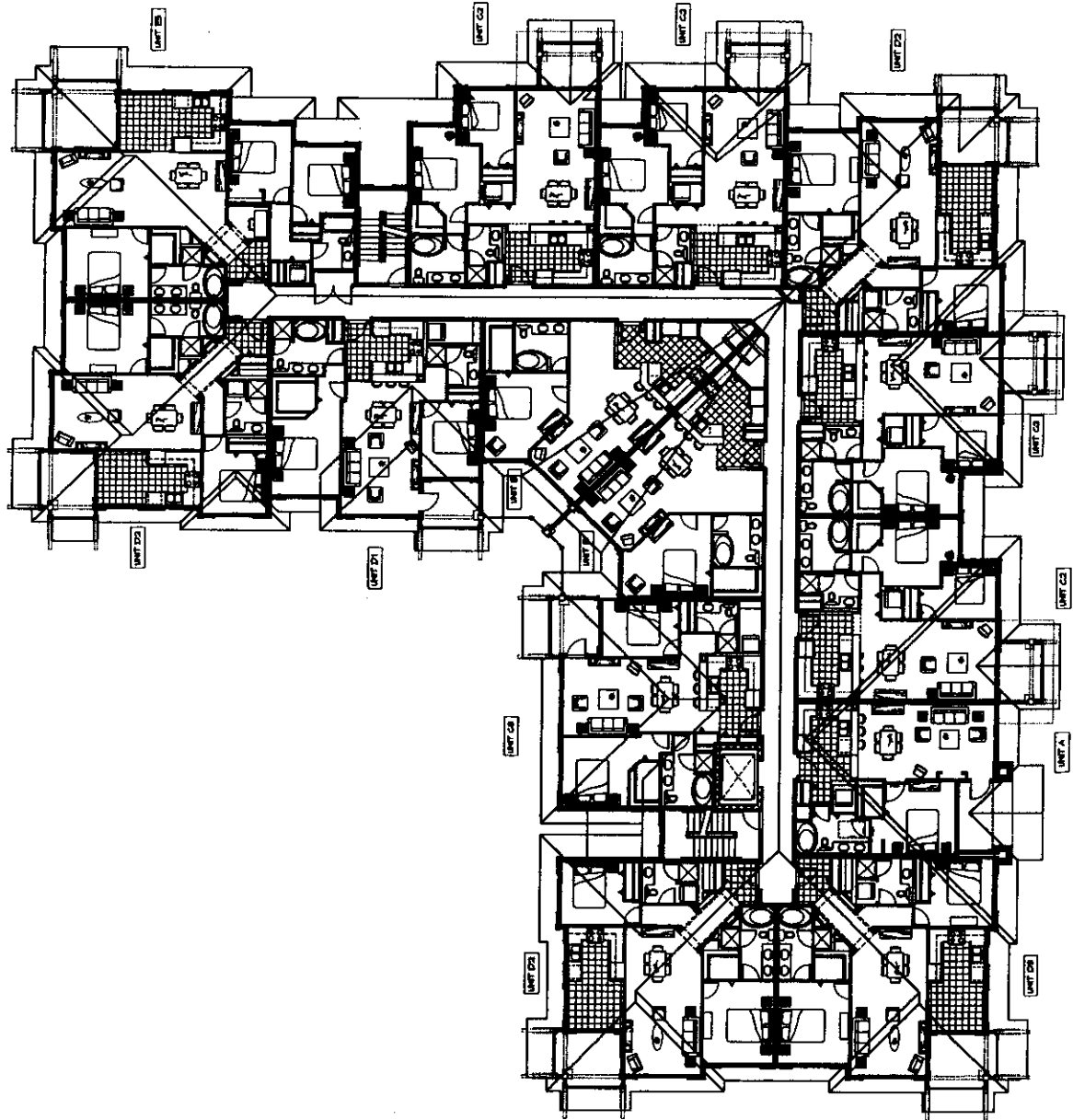
1000 Pine Street
Virginia, B.C.
Canada
Tel: (800) 887-4741
Fax: (800) 887-4841
www.polygonbc.com

TIDES
AT KILARANTIE

DATE	09/02/08
BY	REDA/CO
DESCRIPTION	

BUILDING 500
FOURTH FLOOR
PLAN

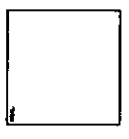
PAGE 32





DATE	
PROJECT	
CLIENT	
ADDRESS	
CITY	
STATE	
ZIP	
PHONE	
FAX	
EMAIL	
WEBSITE	

THE ARCHITECT ASSURES THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF HIS DESIGN AND THAT HE IS NOT PROVIDING ANY OTHER INFORMATION TO ANY OTHER PARTY.



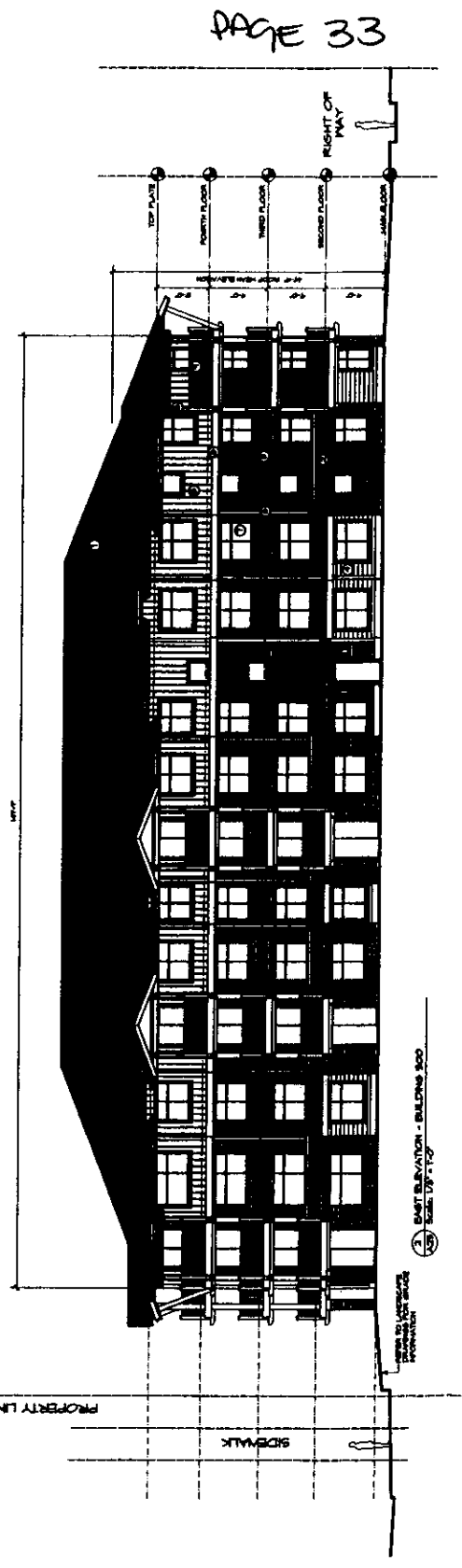
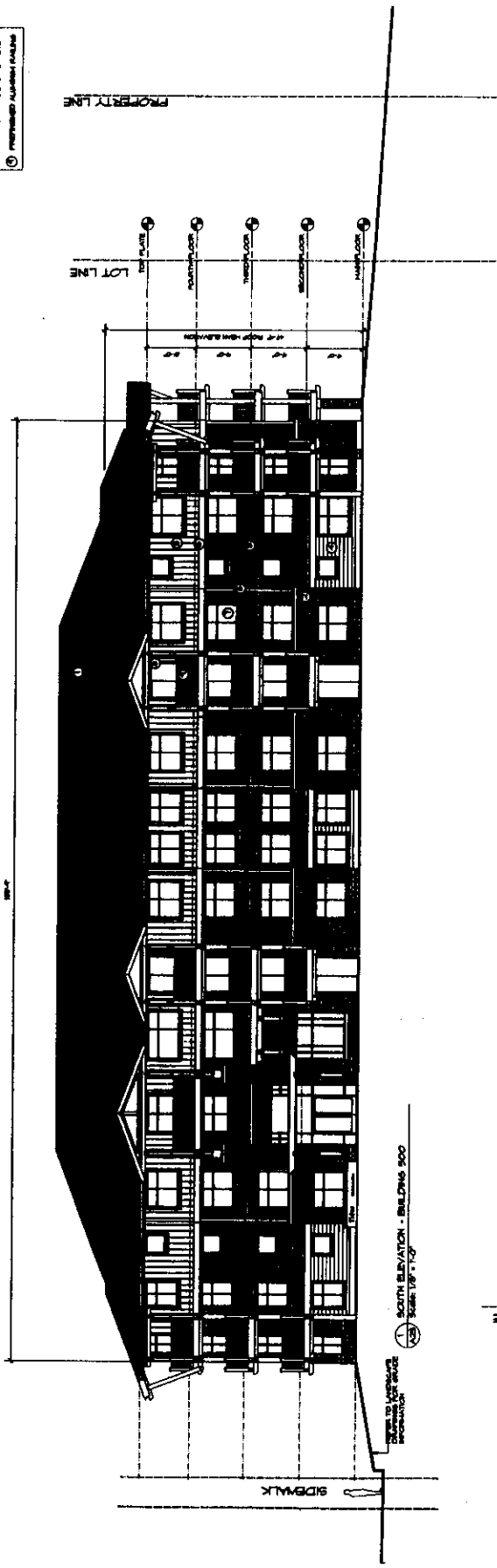
1800 Pine Street
 Vancouver, BC
 Canada
 TEL: 604.271.4211
 FAX: 604.271.4211
 E-MAIL: info@polygon.ca
 www.polygon.ca

TIDES
 AT KILBANE
 100 W. 101 KILBANE DR.
 PORT HURON, MI

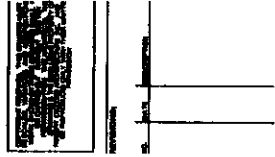
NO.	001
DATE	08/11/10
BY	RC/100
CHECKED	RC/100
SCALE	AS SHOWN

ELEVATIONS
 BUILDING 500

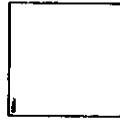
- 1 ASPHALT SHINGLE ROOF
- 2 BRICK
- 3 4" VINYL SIDING
- 4 6" VINYL SIDING
- 5 HARD PANEL SIDING & BUTTER
- 6 PAINTED WOOD TRIM
- 7 VINYL WINDOW FRAMES
- 8 FLOOR COVERING (RESILIENT)
- 9 FLOOR COVERING (SPRINK)
- 10 PREFINISHED ALUMINUM RAILING



PAGE 33



100% DEVELOPMENT OF THE LOT
 100% DEVELOPMENT OF THE LOT
 100% DEVELOPMENT OF THE LOT



1800 Pine Bluff
 Vancouver, BC
 Canada
 Tel: (604) 277-4241
 Fax: (604) 277-4841
 Email: info@polygonrca.com
 www.polygonrca.com

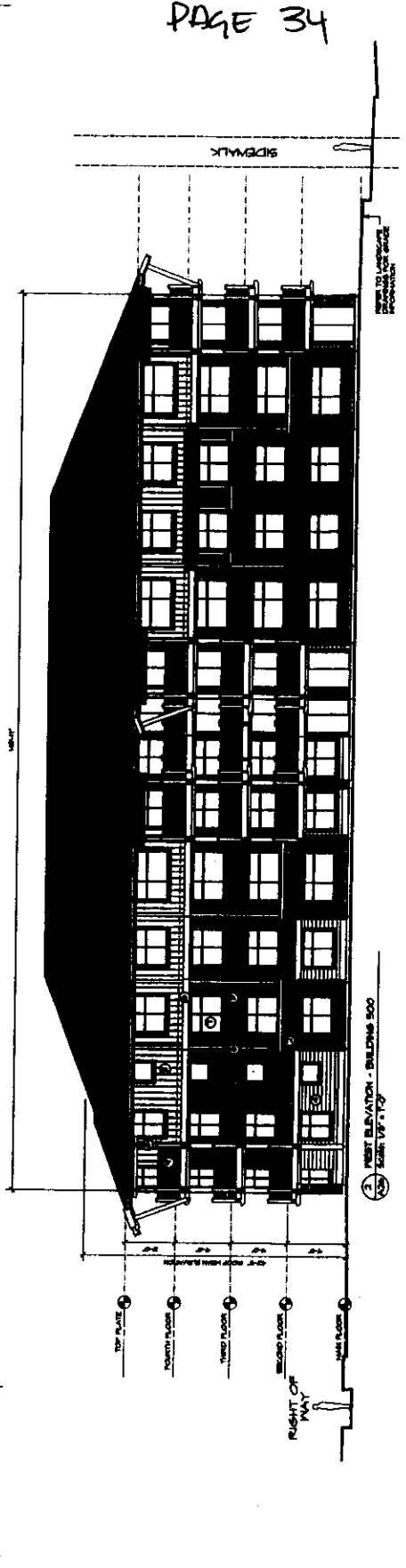
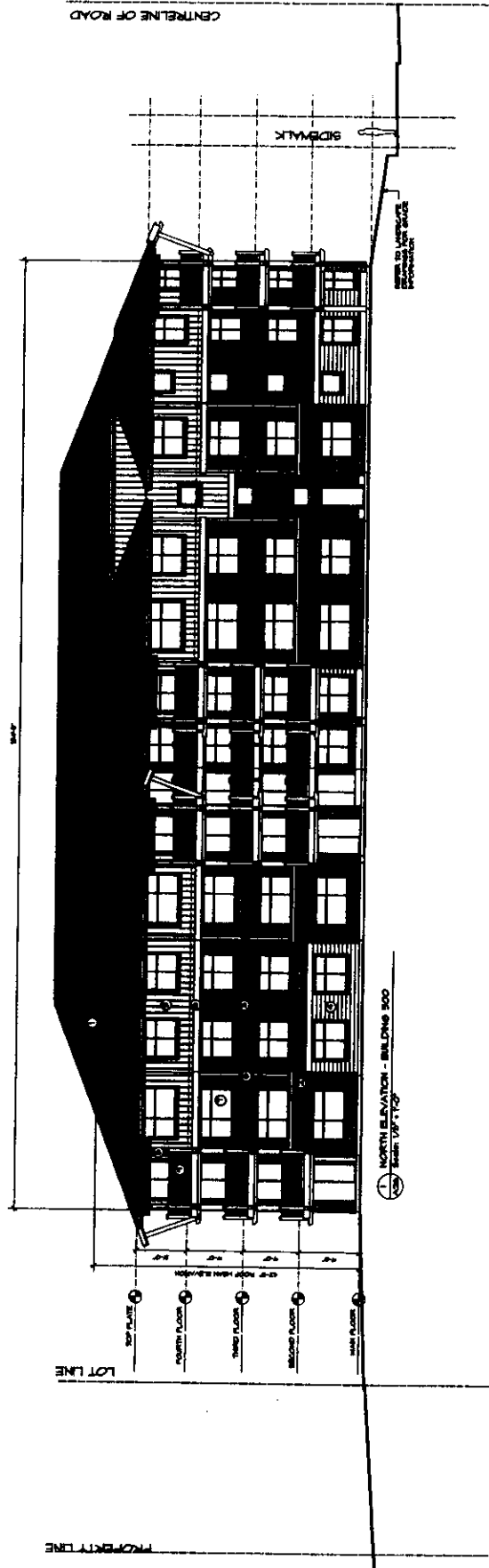
TIDES
 AT KILBANE
 400, 402, 404, 406, 408, 410
 PORT MOODY, BC

DATE	DESCRIPTION
01/11/16	ISSUED FOR PERMIT
02/11/16	ISSUED FOR PERMIT
03/11/16	ISSUED FOR PERMIT
04/11/16	ISSUED FOR PERMIT
05/11/16	ISSUED FOR PERMIT
06/11/16	ISSUED FOR PERMIT
07/11/16	ISSUED FOR PERMIT
08/11/16	ISSUED FOR PERMIT
09/11/16	ISSUED FOR PERMIT
10/11/16	ISSUED FOR PERMIT
11/11/16	ISSUED FOR PERMIT
12/11/16	ISSUED FOR PERMIT

PROJECT	TIDES AT KILBANE
CLIENT	400, 402, 404, 406, 408, 410 PORT MOODY, BC
DATE	01/11/16
SCALE	1/8" = 1'-0"
DESIGNER	POLYGON RCA
CHECKED	
DATE	

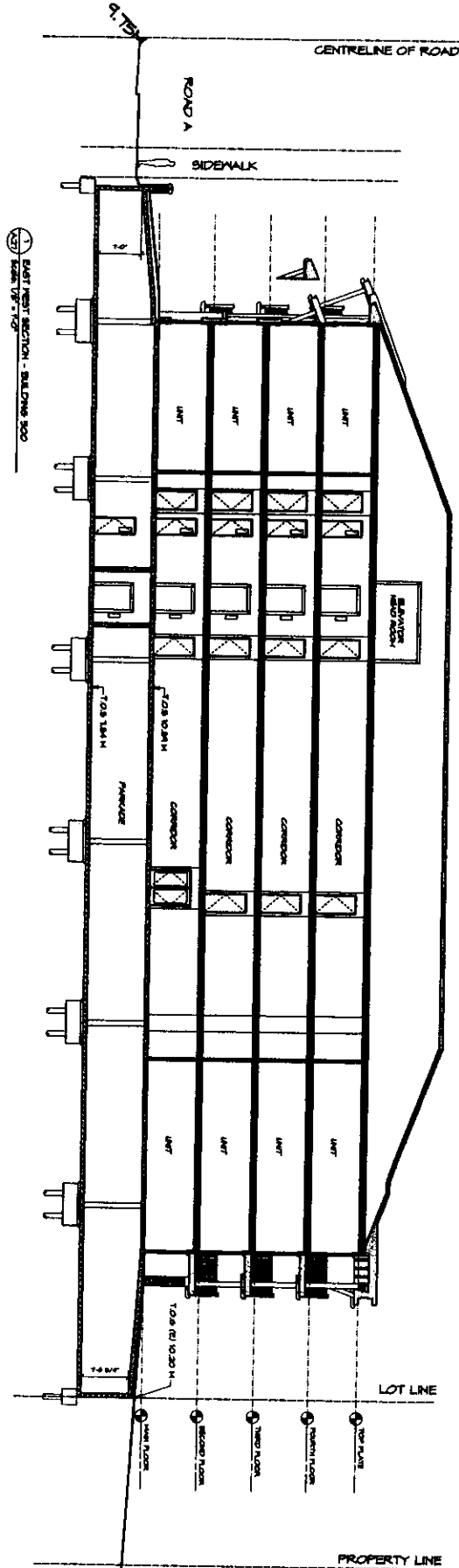
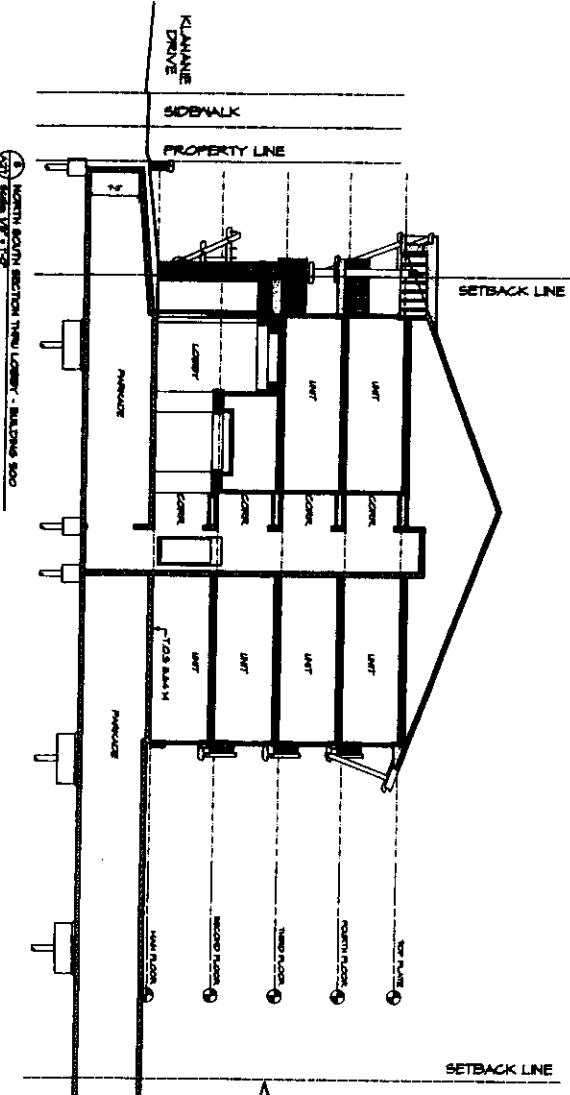
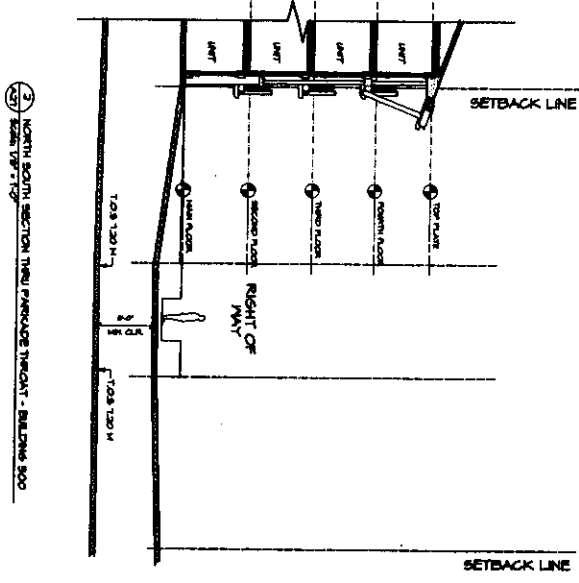
A26

- 1. APPLY TO SHINGLE ROOF
- 2. BRICK
- 3. 4" W/FL, 60MM
- 4. 2" W/FL, 30MM
- 5. HATCH PANEL, INCLUDE J BATTERY
- 6. PAINTED FLOOR TRIM
- 7. W/FL, TRIDENT FINISH
- 8. WOOD DECK, IV, DISCREETIVE
WOOD CONTRASTING + STRIPS
- 9. FERRISSIP ALUMINUM FINISH



PAGE 34

PAGE 35



A27

SECTIONS BUILDING 500

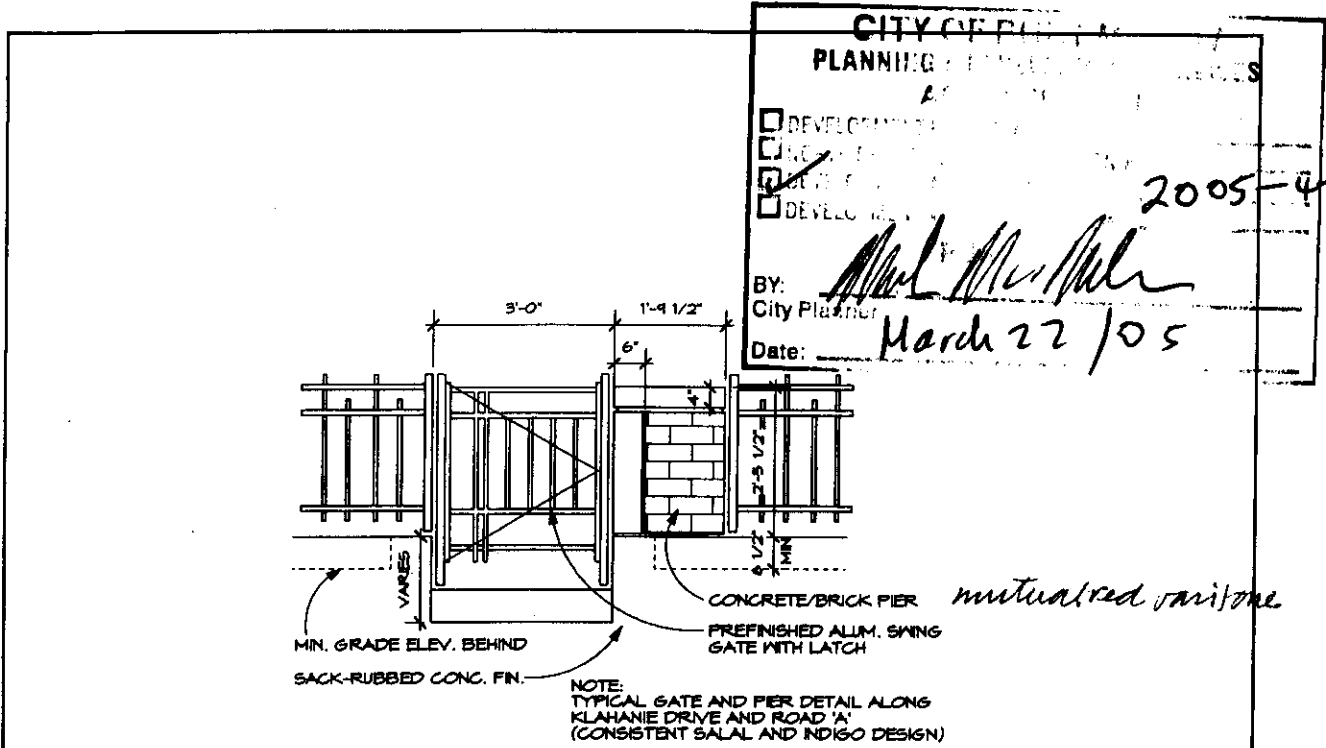
TIDES
AT KILBAINIE
300, 302, 304 KILBAINIE DR
FOSTER HARBOR, VIC

POLYGON
RBA

1000 The Street
Foster Harbor, VIC
Tel: (08) 9237 4241
Fax: (08) 9237 4841
www.polygon.com.au

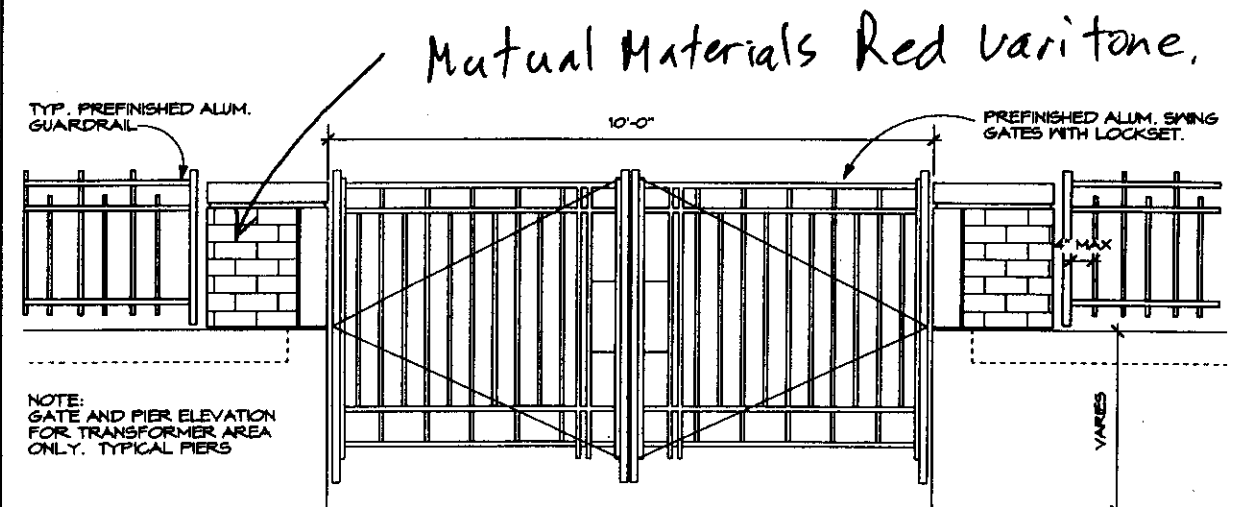
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1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

PAGE 36



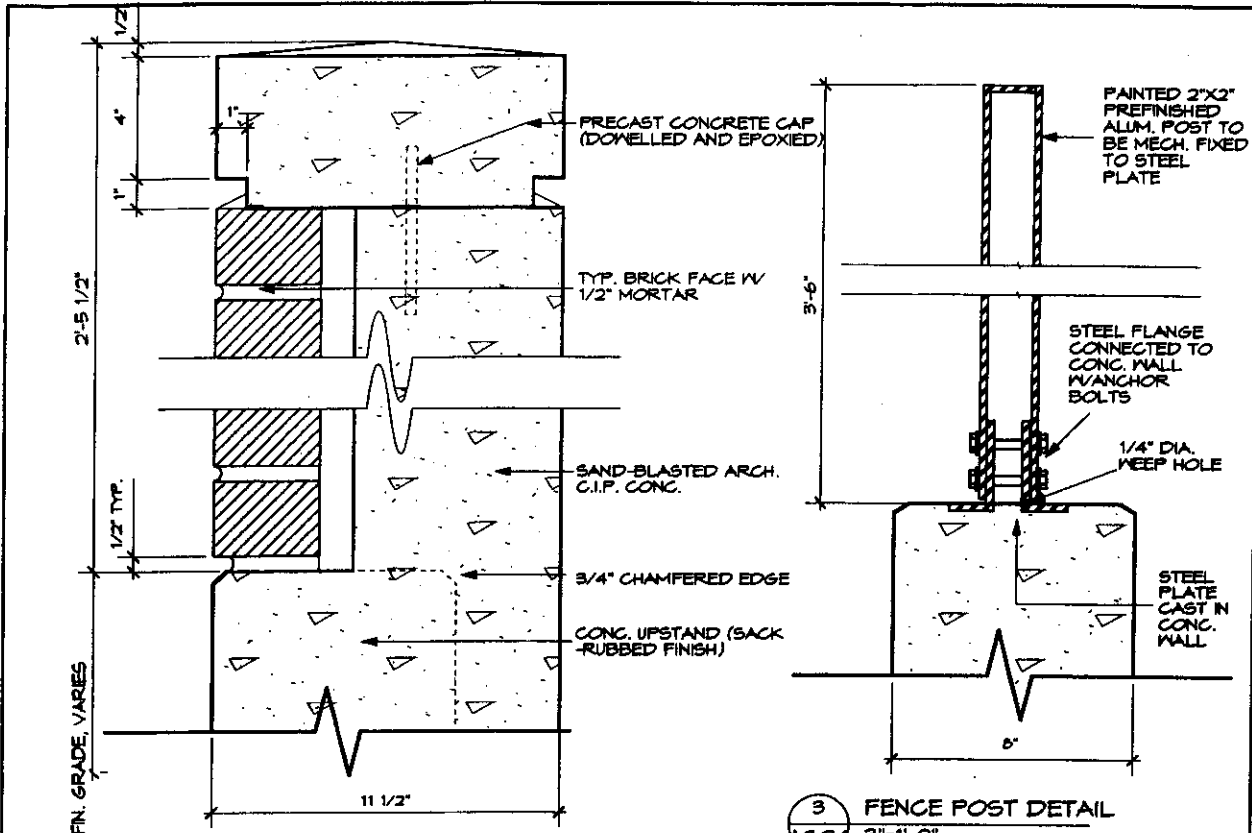
CITY OF VANCOUVER
 PLANNING DEPARTMENT
 DEVELOPMENT PERMIT
 REVIEW
 DEVELOPMENT PERMIT
 DEVELOPMENT PERMIT
 2005-42
 BY: *Mark McPherson*
 City Planner
 Date: *March 22 / 05*

14 TYP. GATE AND PIER DETAIL
A9.09 Scale: 1/2" = 1'-0"



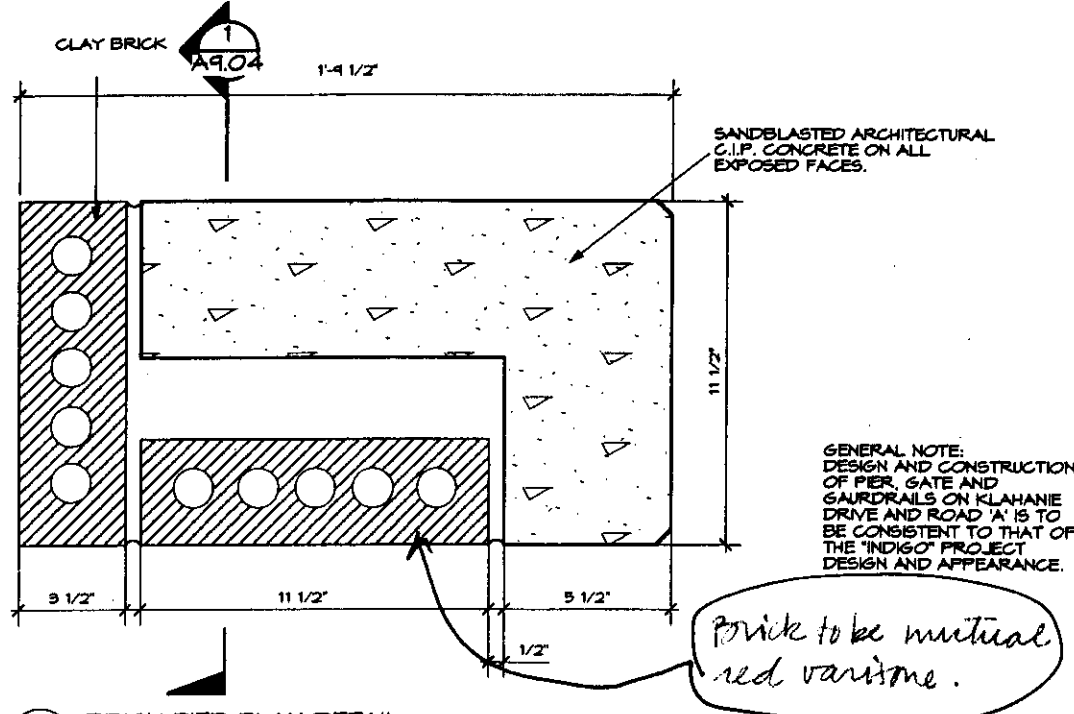
13 TRANSFORMER GATE AND PIER ELEVATION DETAIL
A9.09 Scale: 1/2" = 1'-0"

<p>RCA Robert Church Architects Inc. 1808 Pine Street Vancouver, B.C. Canada V6J 3C9 Tel: (604) 687-4741 Fax: (604) 687-4841 admin@robertchurch.com</p>	PROJECT: TIDES AT KLAHANIE (DEVELOPMENT PERMIT 4)	JOB #: RCA.100
	DRAWING TITLE: PIER AND GATE ELEVATIONS	DRWG. #: B
	SCALE: 1/2"=1'-0"	ISSUE DATE: MARCH TTH, 2005



1 BRICK PIER SECTION DETAIL
A9.04 3"=1'-0"

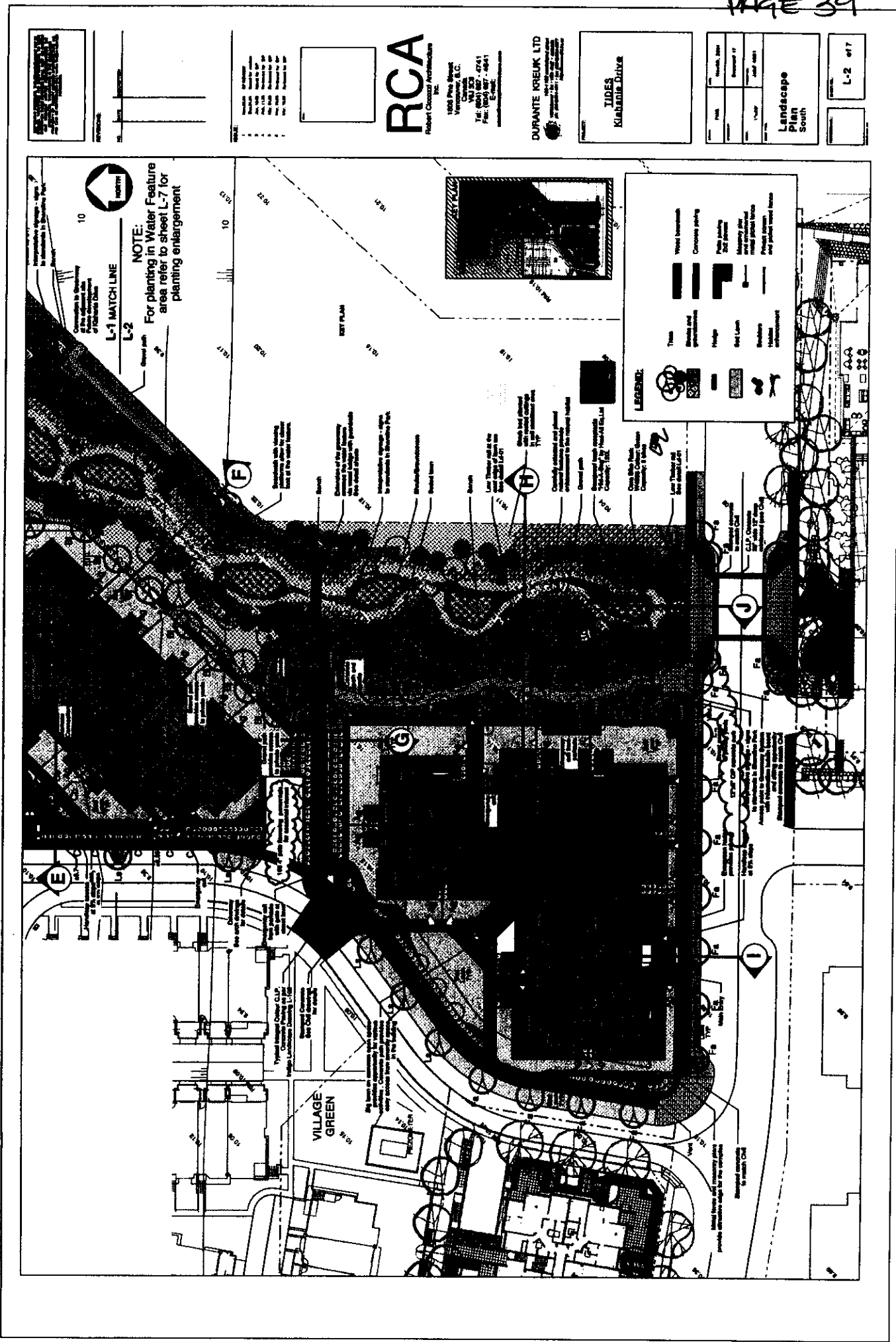
3 FENCE POST DETAIL
A9.04 3"=1'-0"



2 BRICK PIER PLAN DETAIL
A9.04 3"=1'-0"

 1608 Pine Street Vancouver, B.C. Canada V6J 2G9 Tel: (604) 687-4741 Fax: (604) 687-4841 admin@roccollister2theure.com	PROJECT: TIDES AT KLAHANIE (DEVELOPMENT PERMIT 4)		JOB #: RCA.100	
	DRAWING TITLE: PIER AND GATE ELEVATIONS			DRWG. # A
	SCALE: 3"=1'-0"	ISSUE DATE: MARCH 7TH, 2005		REV. #

PAGE 39



DATE	DESCRIPTION

PROJECT	TIDES KINABUKU DRIVE
CLIENT	DURANTE KRELUK LTD
LOCATION	1000 Pine Street, Victoria, B.C.
SCALE	1:100
DATE	

RCA
Robert Chazotte Architecture Inc.

1000 Pine Street
Victoria, B.C. V8W 2G1
Tel: (250) 387-7241
Fax: (250) 387-4841
www.rca-arch.com

DURANTE KRELUK LTD
1000 Pine Street
Victoria, B.C. V8W 2G1
Tel: (250) 387-7241
Fax: (250) 387-4841
www.durantekreduk.com

TIDES KINABUKU DRIVE

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

LEGEND

Tree	Wood Screening
Shrub	Concrete paving
Grass	Path paving
Plant	Asphalt
Water	Water
Light	Light
Structure	Structure
Other	Other

NOTE:
For planting in Water Feature area refer to sheet L-7 for planting enlargement



L-1 MATCH LINE
L-2

39

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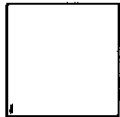
39

PAGE 40

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NO. 1
DATE:
SCALE:

CLIENT:
NO. 1
DATE:
SCALE:

DESIGNER:
NO. 1
DATE:
SCALE:



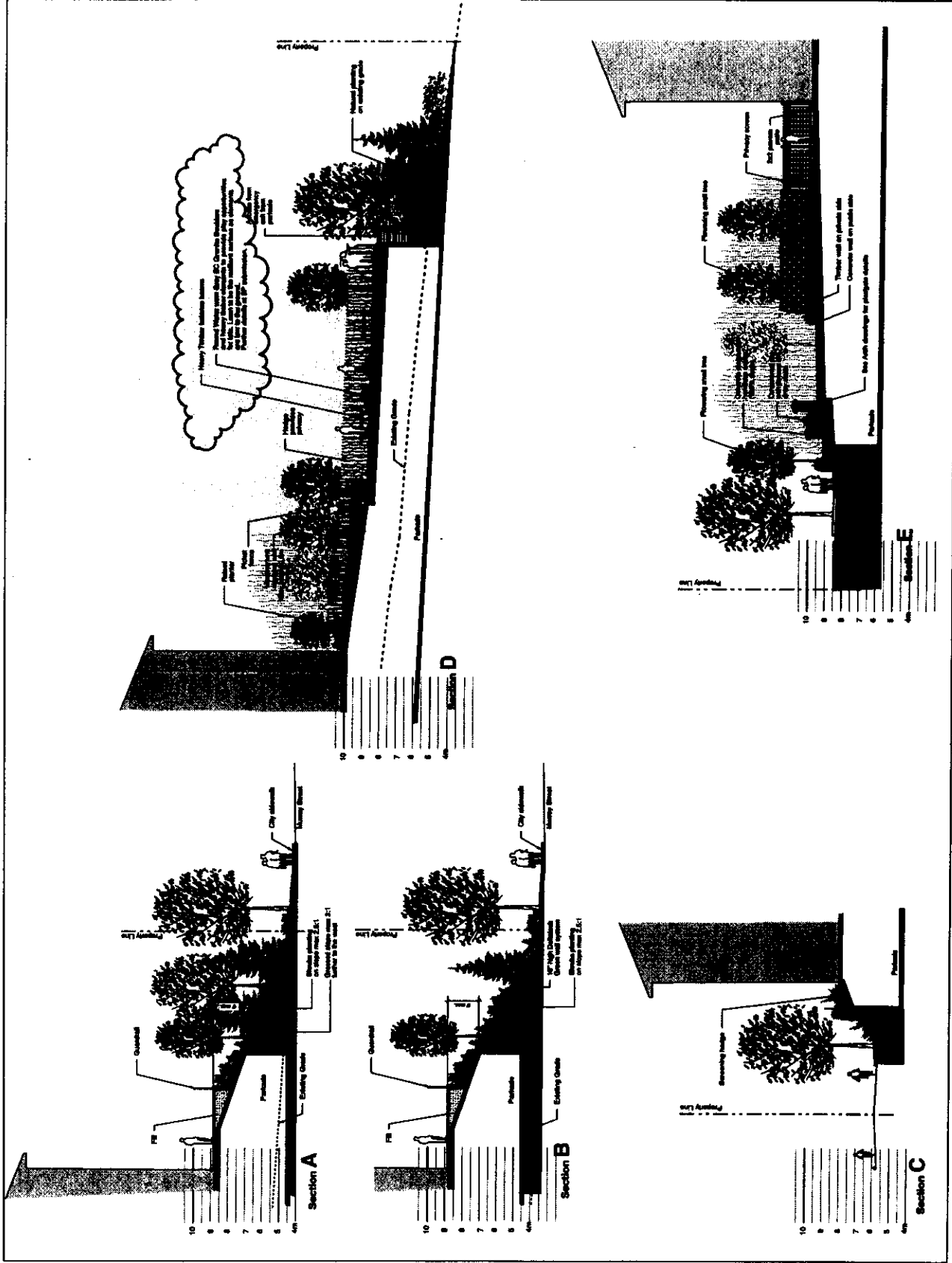
RCA
 Robert C. Anderson
 Landscape Architect
 1000 Pine Bluff Rd.
 Cary, NC 27513
 Tel: (919) 477-4241
 Fax: (919) 477-4441
 Email: rca@rca-nc.com

DURANTE KRELUK LTD
 1000 Pine Bluff Rd.
 Cary, NC 27513
 Tel: (919) 477-4241
 Fax: (919) 477-4441
 Email: dk@durantekreduk.com

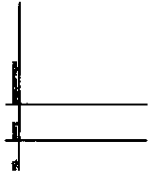
TIDES
 KIMBERLY DIXON

NO.	DATE
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2	10/1/11
3	10/1/11
4	10/1/11
5	10/1/11
6	10/1/11
7	10/1/11
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9	10/1/11
10	10/1/11

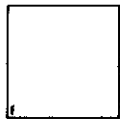
LANDSCAPE SECTIONS
L-3
 418



DATE	10/11/11
PROJECT	RESIDENTIAL
CLIENT	RESIDENTIAL
LOCATION	RESIDENTIAL
SCALE	AS SHOWN
DRAWN BY	RESIDENTIAL
CHECKED BY	RESIDENTIAL
APPROVED BY	RESIDENTIAL



NO.	DATE	DESCRIPTION
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11		
12		



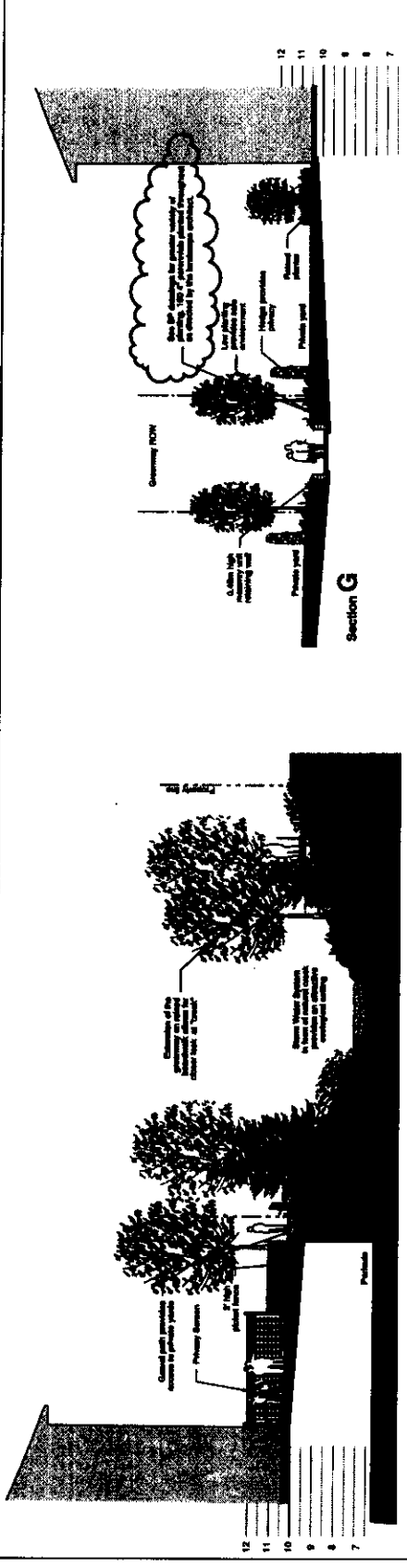
RCA
Robert Chappell Architecture, Inc.
1880 Pine Street
Virginia, B.C.
M1 2S9
Tel: (800) 887-4741
Fax: (708) 487-4641
E-mail: info@rca.com

DURANTE KRELUK LTD
1880 Pine Street
Virginia, B.C.
M1 2S9
Tel: (800) 887-4741
Fax: (708) 487-4641
E-mail: info@durantekrejuk.com

TIDES
Klabanda Drive

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

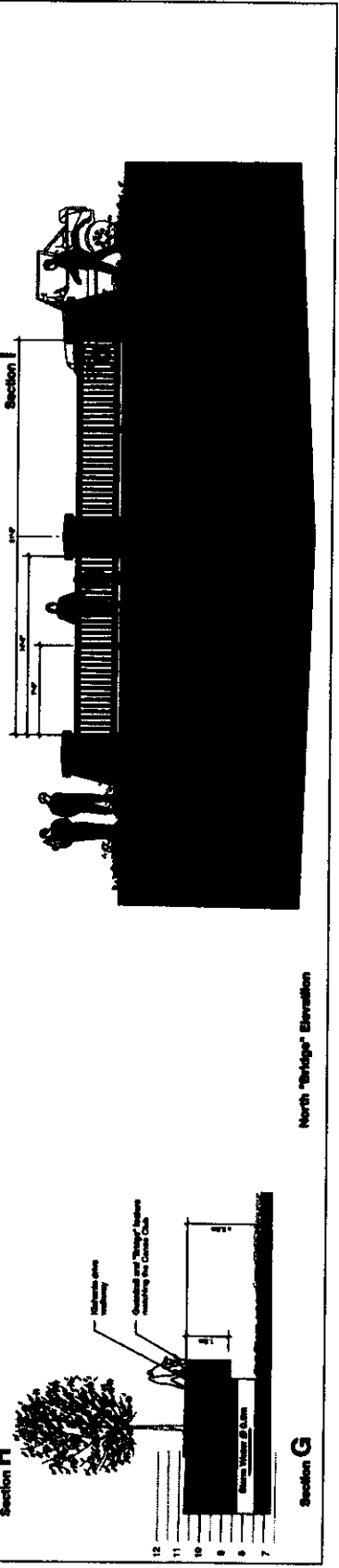
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12		



Section F



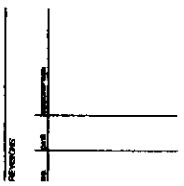
Section H



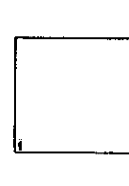
North "Bridge" Elevation

Section G

PAGE 42



- 1. 1/2" x 1/2" x 1/2" concrete
- 2. 1/2" x 1/2" x 1/2" concrete
- 3. 1/2" x 1/2" x 1/2" concrete
- 4. 1/2" x 1/2" x 1/2" concrete
- 5. 1/2" x 1/2" x 1/2" concrete
- 6. 1/2" x 1/2" x 1/2" concrete
- 7. 1/2" x 1/2" x 1/2" concrete
- 8. 1/2" x 1/2" x 1/2" concrete
- 9. 1/2" x 1/2" x 1/2" concrete
- 10. 1/2" x 1/2" x 1/2" concrete



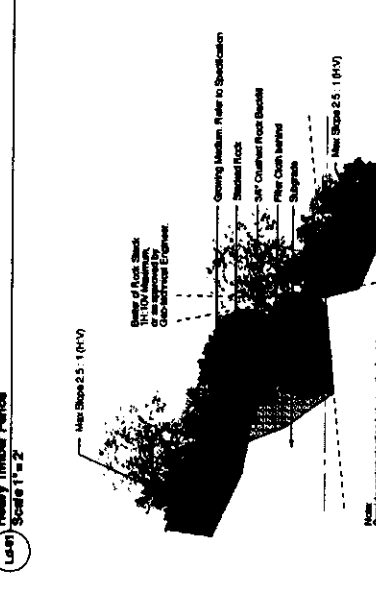
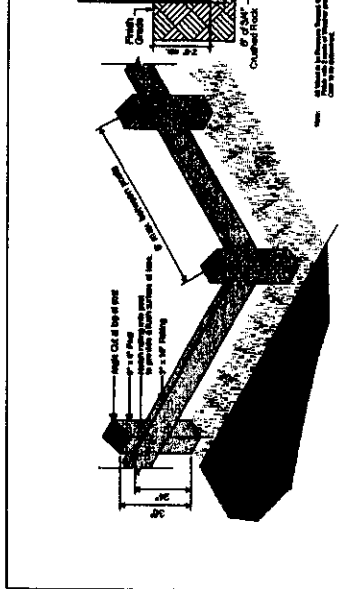
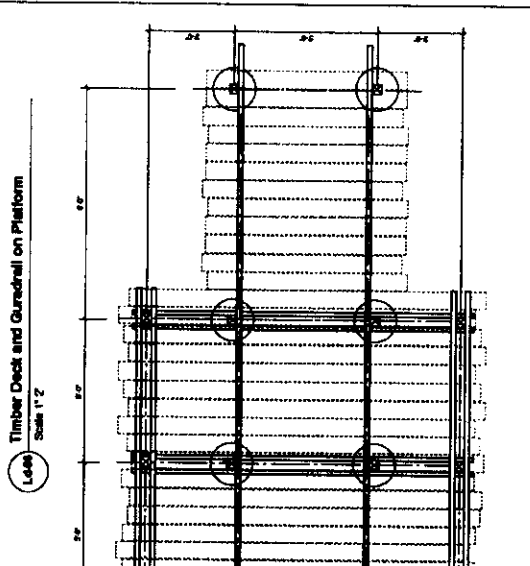
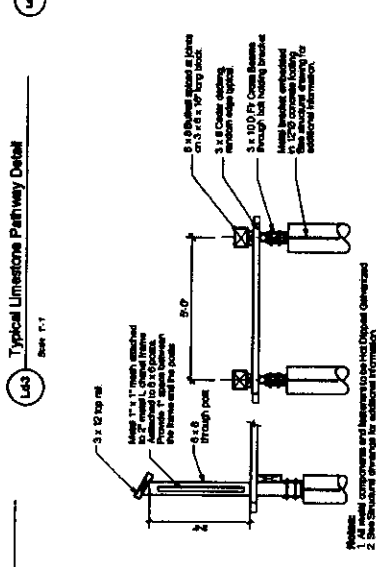
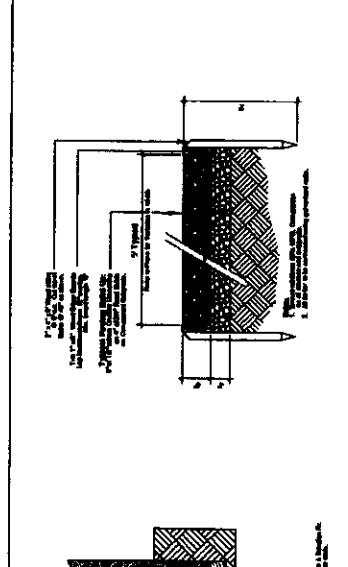
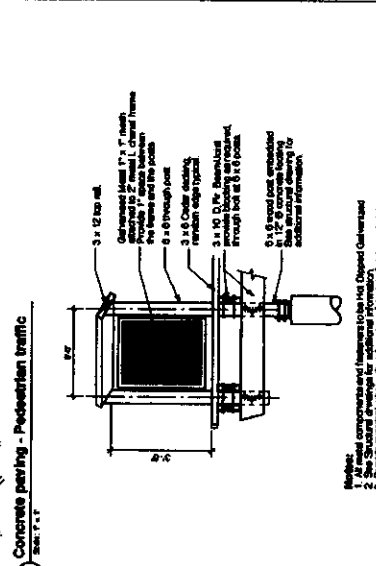
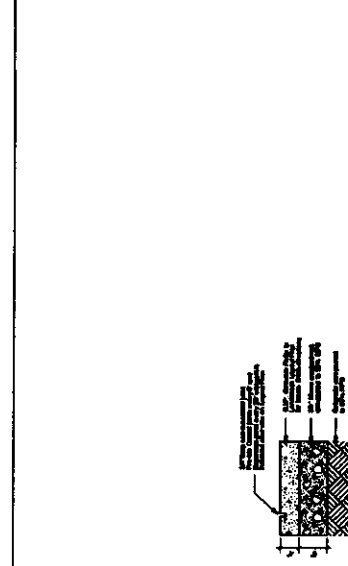
RCA
Robert Chicago Architecture
INC.
1001 Pine Street
Wilmington, N.C.
28403
Tel: (910) 887-4811
Fax: (910) 887-4811
E-Mail: info@rchicago.com

DURANTE KRELIK LTD
Landscape Architects
1001 Pine Street
Wilmington, N.C.
28403
Tel: (910) 887-4811
Fax: (910) 887-4811
E-Mail: info@durantekrelik.com

TIDES
Klabania Drive

Project	1001 Pine Street
Date	December 17
Sheet	42 of 48
Landscape Details	

Sheet No. **L-8** of 17

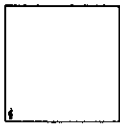


PAGE 43



Table with 2 columns: Description, Quantity. Includes items like 'Landscape Details' and 'Site Plan'.

Table with 2 columns: Description, Quantity. Includes items like 'Site Plan' and 'Landscape Details'.



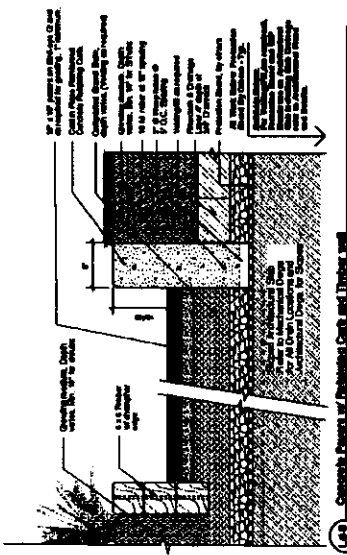
RCA
Robert Chazotte Architecture
Inc.
1800 Pine Street
Victoria, B.C.
V8L 1S5
Tel: (250) 387-1781
Fax: (250) 387-1861
www.rca-architects.com

DURANTE KRELUK LTD
Landscape Architect
1800 Pine Street
Victoria, B.C.
V8L 1S5
Tel: (250) 387-1781
Fax: (250) 387-1861
www.durantekreduk.com

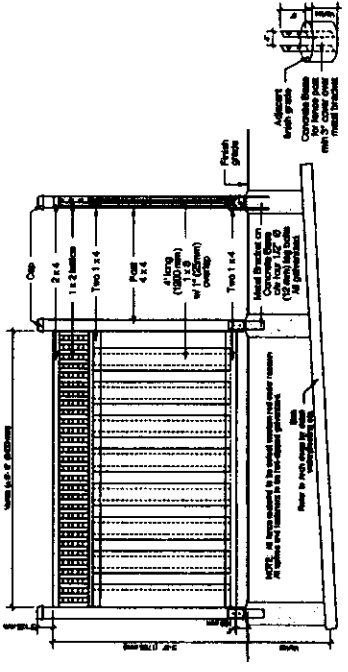
TIDES
KIMBERLY DRIVE

Table with 2 columns: Description, Quantity. Includes items like 'Landscape Details' and 'Site Plan'.

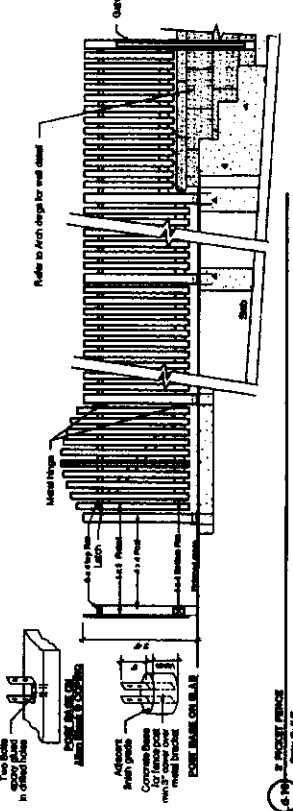
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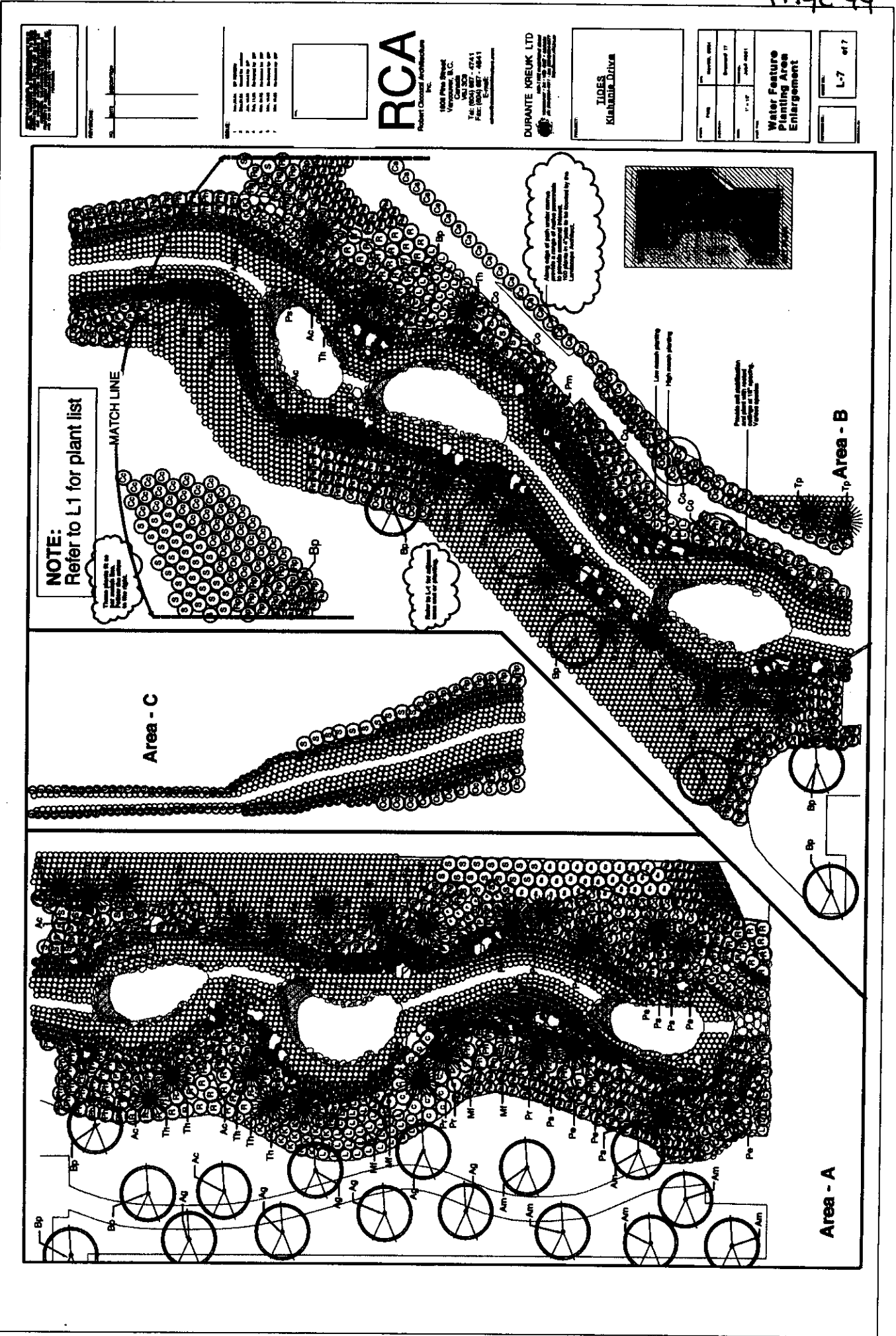
4-10 Cross-section of Retaining Wall and Footing
Scale: 1/4" = 1'-0"



4-11 TYPICAL WOOD FENCE / PRIVACY SCREEN
Scale: 1/4" = 1'-0"



4-12 TYPICAL PICKET FENCE
Scale: 1/4" = 1'-0"



Project Name	
Client	
Address	
City	
State	
Zip	
Phone	
Fax	
Email	

Scale	1" = 10'
North Arrow	
Legend	

Plant List		
Symbol	Code	Name

RCA
Robert C. Anderson
1000 Pine Ridge Rd.
Cincinnati, OH 45245
Tel: (513) 885-4241
Fax: (513) 885-4841
E-mail: rca@rca.com

DURANTE KREIMK LTD
1000 Pine Ridge Rd.
Cincinnati, OH 45245
Tel: (513) 885-4241
Fax: (513) 885-4841
E-mail: dk@durante.com

TIDES
Kishwaukee Drive

Project Name	
Client	
Address	
City	
State	
Zip	
Phone	
Fax	
Email	

Water Feature
Planting Area
Enlargement

L-7 of 7

PAGE 46

**SCHEDULE "B"
CITY OF PORT MOODY**

DEVELOPMENT VARIANCE PERMIT 2005-48

ISSUED BY: CITY OF PORT MOODY
A Corporation under the "Local Government Act," with offices at 100
Newport Drive, Port Moody, B.C.
(the "City")

TO: Polygon Klahanie Development Ltd.
900-1333 West Broadway
Vancouver, BC V6H 4C2
(the "Developer")

WHEREAS:

A. The Developer wishes to construct a 164-unit, four storey apartment complex on the lands as shown on "Attachment 1" and "Attachment 2" described as:

Lot 7, District Lots 190, 233 and 235, Group 1, New Westminster District, Plan BCP_____.

(the "Lands")

B. The Developer has made application for a Development Variance Permit in order to vary certain provisions of the City's bylaws, as permitted by the Local Government Act, in regard to the proposed development:

NOW THEREFORE, the Council for the City hereby issues a Development Variance Permit in respect of the lands, as follows:

1. This Development Variance Permit is issued subject to all requirements contained in the City's Bylaws, except where specifically varied or supplemented by this Development Variance Permit.
2. The Developer shall comply with all Permits applicable to the lands, and with all applicable building regulations, and shall not commence work on the lands until he has received a building permit in respect of such work from the City.
3. Whenever the singular or masculine is used in this Permit, the same shall be deemed to include the plural, or the feminine, or the body politic or corporate as the context so requires, and every reference to each party shall be deemed to include the heirs, executors, administrators, successors and assigns of such party whenever the context or the parties so require.

PAGE 47

4. "City of Port Moody, Zoning Bylaw No. 1988, No. 1890" is hereby varied, to facilitate development upon the lands in accordance with Development Authorization No. 2005-42 and this Development Variance Permit No. 2005-48 as follows:
1. To reduce the greenway setback under Section 98.8(3) from 7.6 m (24.9 ft.) to 7.0m. (23.0 ft.) for a portion of Building No. 500.
 2. To reduce the water feature setback under Section 98.8(8) from 7.5 m (24.6 ft.) to 6.28m. (20.6 ft.) for a portion of Building No. 400 for two unit types.
 3. To increase the siting exception under Section 5.4.3 (b) from 1.82 m (6.0 ft) to 2.85 m (9.33 ft) to allow for the balconies of one unit type to extend further into the east building setback of Building No. 400.
 4. To relax the siting exception under Section 5.4.3 (c) to permit portions of the underground parking garage for Building No. 300 to protrude partially above the finished grade in some locations within the minimum building setbacks required under the CD 28 zone.
 5. To relax Section 98.9(1) that requires that all parking be located underground to permit the parking garage for Building No. 300 to protrude partially above the finished grade in some locations.
 6. To increase the maximum height permitted under Section 98.7.4 (1) from 13.5 m (44.3 ft) to 14.63 m (48.0 ft) for Building No. 300.
 7. To relax the requirement under Section 98.13(2) to permit the proposed park to straddle the boundary between Area 4 (High Density Multi-Family: Low Rise) and Area 5 (High Density Multi-Family/Commercial: Mid-Rise) and Area 7 (Open Space) under Schedule CD 28 zone.

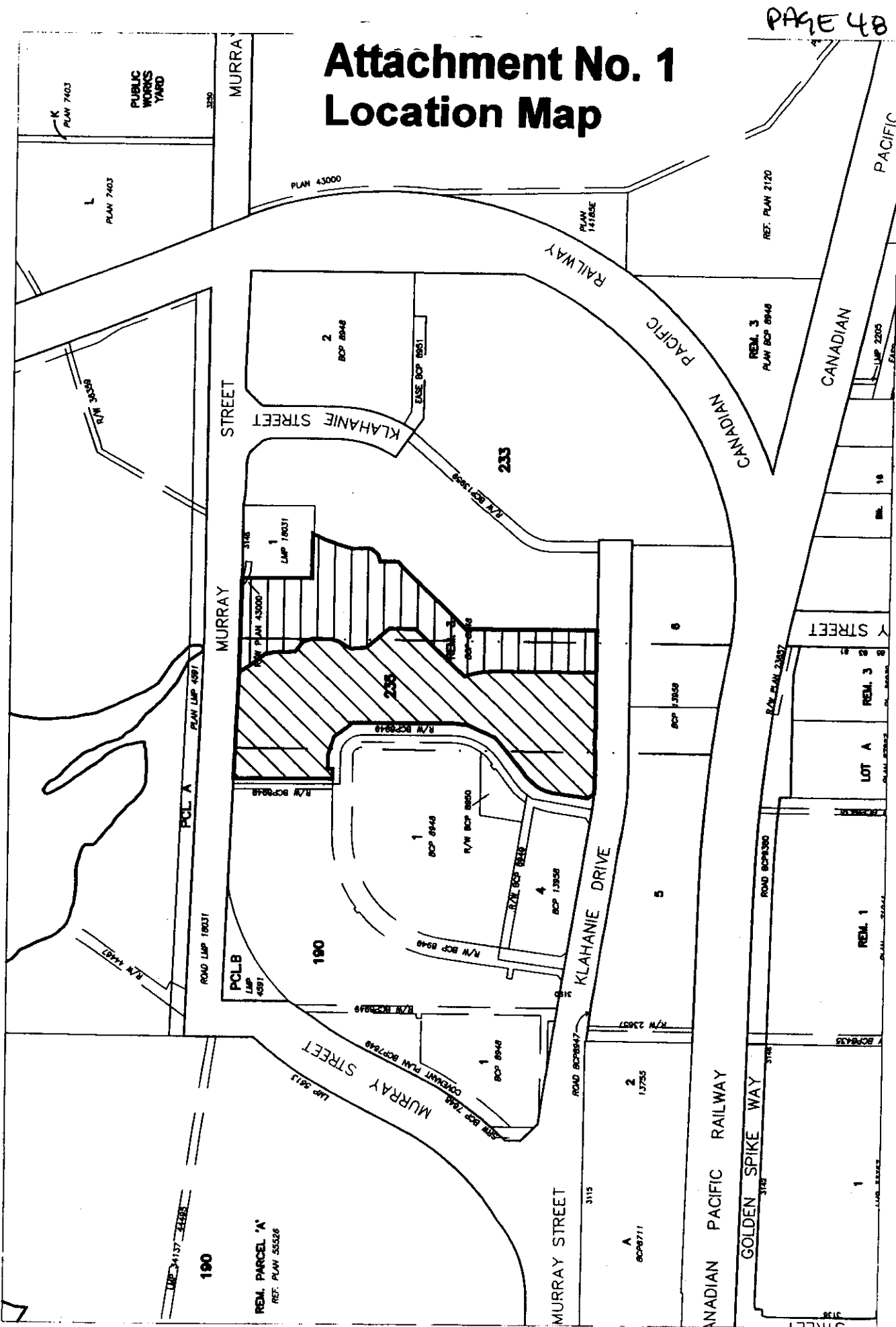
AUTHORIZED BY COUNCIL RESOLUTION, passed on the 22nd day of February, 2005.

CITY OF PORT MOODY, by its authorized signatories:


Giuseppe Trasolini, Mayor


Colleen Rhode, City Clerk

LOCATION MAP - POLYGON/KLAHANIE - PROPOSED TIDES APARTMENT COMPLEX



PAGE 48

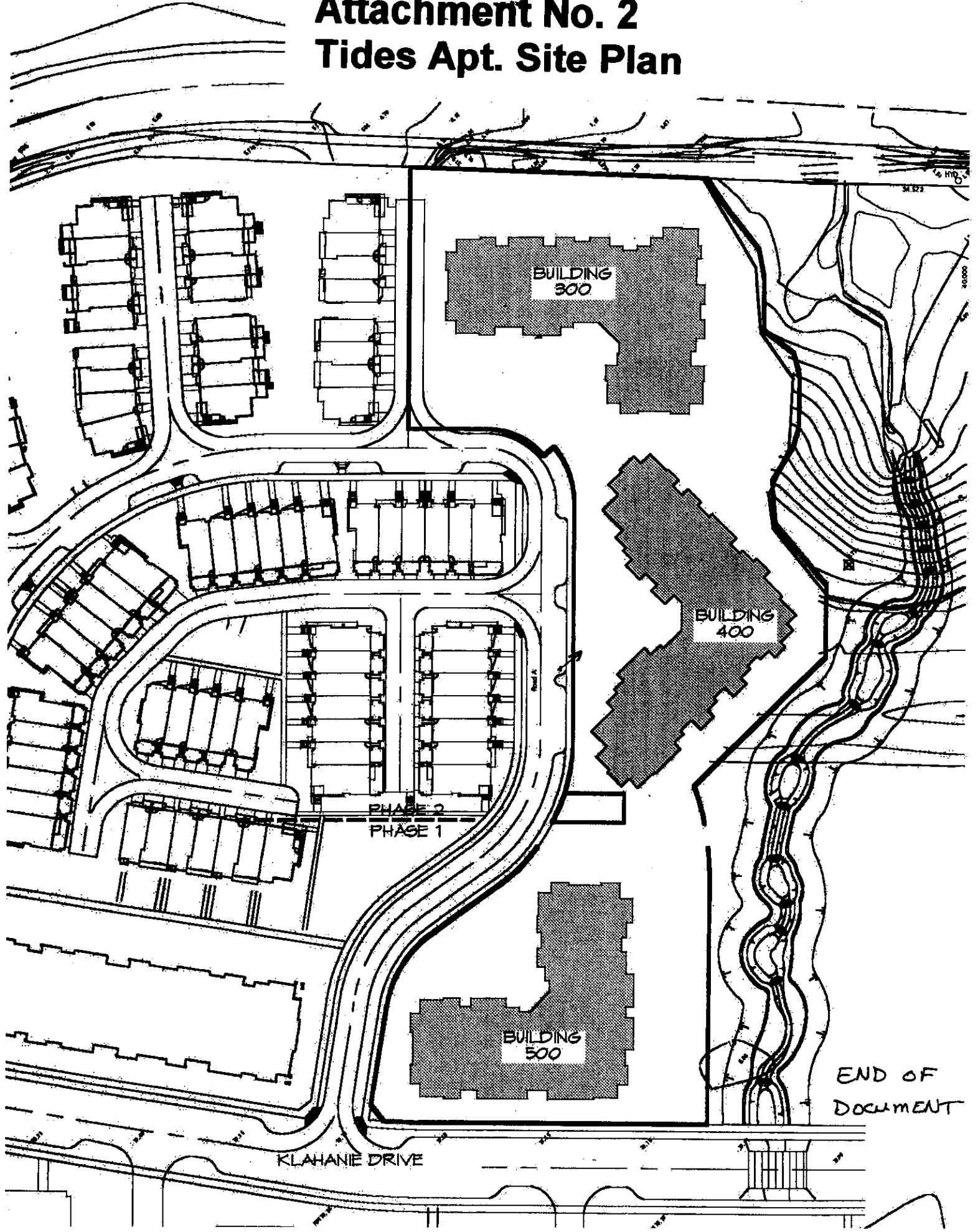
Attachment No. 1 Location Map

 PROPOSED LOT 7 - TIDES APARTMENT COMPLEX

 PROPOSED PARK

PAGE 49

Attachment No. 2 Tides Apt. Site Plan





Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BX425812

Charge BX425812 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge is a “pedestrian greenway” agreement with the City of Port Moody. The City is granted a right of access and use over a 169m² portion of lands, shown on right of way plan BCP16638, for use as a pathway and green space area to gain access to adjacent lands. The owner shall (a) not obstruct the access to or use of the rights of way; (b) trim or cut down dangerous or interfering trees or growth; (c) maintain and clean the right of way surface; and (d) not excavate, or build or place any structure upon the right of way. The City is also granted standard indemnities.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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“we deliver peace of mind”

310-HOME (4663)

realestate@spagslaw.ca

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LAND TITLE ACT
FORM C

30 MAR 2005 13 54

BX425812

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 9 pages

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

c/o Joscelyn Baker
900 - 1333 West Broadway
Vancouver, British Columbia, V6H 4C2
Telephone: 604 871 4244

West Coast
Client # 10350


signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

No PID available

Lot 7, District Lots 190, 233 and 235, Gp 1, NWD
Plan BCP 16637

9

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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

(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):

00 05/03/30 13455127 03 LH 609885
CHARGE \$64.75

SEE SCHEDULE

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

SEE SCHEDULE

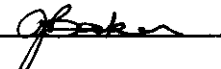
7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) 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


Party(ies) Signature(s)


Joscelyn Baker
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, BC
V6H 4C2
604-871-4244

Y	M	D
05	03	07

POLYGON KLAHANIE
DEVELOPMENT LTD.

by its authorized signatories:


RALF SCHMIDTKE

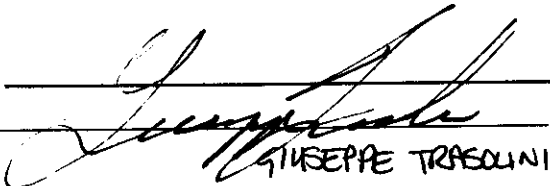


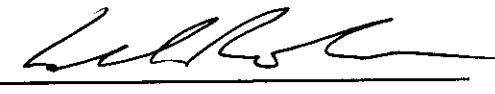

ROBERT BRUNO

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2 of 9 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 GIUSEPPE TRASOLINI	05	03	24	CITY OF PORT MOODY by its authorized signatories:  MAYOR GIUSEPPE TRASOLINI
 Gaetan Royer A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1				 CLERK COLLEEN ROHDE, 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.

LAND TITLE ACT
FORM E

SCHEDULE

Page 3 of 9 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON
THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

3. NATURE OF INTEREST:*

<i>DESCRIPTION</i>	<i>DOCUMENT REFERENCE (page and paragraph)</i>	<i>PERSON ENTITLED TO INTEREST</i>
Statutory Right of Way as to part shown outlined on Explanatory Plan BCP16638	Page 5 Paragraph 1	Transferee, City of Port Moody

5. TRANSFEROR(S):

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation No. 636904)

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

CITY OF PORT MOODY City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1

TERMS OF INSTRUMENT - PART 2

**STATUTORY RIGHT OF WAY AGREEMENT
(Greenway)**

This Agreement dated for reference February 28, 2005 is

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
Inc. No. 636904
900 – 1333 West Broadway
Vancouver, BC V6H 4C2

(the "Grantor")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive
P.O. Box 36
Port Moody, BC V3H 3E1

(the "Grantee")

WHEREAS:

- A. WHEREAS the Grantor is the owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Port Moody, Province of British Columbia, and described in Item 2 of the Form C General Instrument Part 1 to which these Terms of Instrument Part 2 are attached (the "Lands");
- B. The Grantor has agreed to grant to the Grantee a statutory right of way to permit public access to and egress from the Right of Way Area (as defined below) and to facilitate the passage of the public and use of the Right of Way Area (as defined below) as a greenway;
- C. This Statutory Right of Way is necessary for the operation and maintenance of the Grantee's undertaking.

THIS AGREEMENT WITNESSES that pursuant to S. 218 of the *Land Title Act*, R.S.B.C. 1996, c.250, and in consideration of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor,

and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges) the Grantor grants to and covenants with the Grantee as follows:

1. Grants - Pedestrian Right of Way

The Grantor for the purposes recited, hereby grants, conveys and confirms to the Grantee in common with the Grantor, and all other persons with the express or implied consent of the Grantor in perpetuity the non-exclusive full, free and uninterrupted right, liberty, easement and statutory right of way for the Grantee, its officers, employees, contractors, licensees, agents, invitees and others of the Grantee and every member of the public at all times hereafter from time to time at their will and pleasure, subject to the restriction contained in paragraph 5, to enter, go, be on, pass and repass, upon, over, and across that 169 square metres surface portion area outlined in heavy black on the Statutory Right of Way Plan deposited in the New Westminster Land Title Office under number BCP16638 (the "Right of Way Area") for the purpose of using the surface of the Right of Way Area as a pathway and green space area (the "Greenery") to gain access to adjacent lands.

2. Grantor's Obligations

2.1. The Grantor must:

- 2.1.1. not do or permit to be done any act or thing which in the opinion of the Grantee may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area;
- 2.1.2. trim or, if the Grantee requires, cut down any tree or other growth on the Lands which in the opinion of the Grantee constitutes or may constitute a danger, impairment or obstruction to those using the Right of Way Area;
- 2.1.3. permit the Grantee to peaceably hold and enjoy the rights hereby granted;
- 2.1.4. maintain, care for and clean the surface of the Right of Way Area and remove grass and other growth from the surface of the Right of Way Area as required by the Grantee including maintaining landscaping on either side of the pathway surface and to do all other things in the opinion of the Grantee to be reasonably necessary for the safe use and preservation of the Right of Way Area, provided that the Grantee will maintain the surface area of the walkway only; and
- 2.1.5. maintain and care for the Right of Way Area and keep it clean from garbage and noxious debris;
- 2.1.6. not place, erect or construct any building, structure or other improvement on the Right of Way Area except as may be approved by the Grantee in writing;
- 2.1.7. not carry on blasting on or adjacent to the Right of Way Area without the Grantee's approval;

- 2.1.8. at its own expense, do or cause to be done all acts necessary to grant priority to this Agreement over all charges and encumbrances which are registered, or pending registration, against title to the Lands in the Land Title Office, save and except those as have been approved by the Grantee or have been granted in favour of the Grantee;
- 2.1.9. pay to the Grantee on demand all costs and expenses incurred by the Grantee in rectifying any default, non-observance or non-performance of the Grantor as provided herein; and
- 2.1.10. upon every reasonable request and at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for better assuring to the Grantee the rights, liberties and statutory right of way hereby granted.

3. Indemnity

- 3.1. The Grantor covenants to and does hereby indemnify and save harmless the Grantee, its officers, elected officials, employees, agents and servants, at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomever brought, made or suffered for which the Grantee shall or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from a breach or non-performance by the Grantor of its covenants or obligations in this Statutory Right of Way Agreement, or from any wrongful act, omission or negligence of the Grantor in, on around and about the Lands or the Right of Way Area.

4. Grantee's Rights

- 4.1. The Grantee shall and may peaceably hold and enjoy the rights, liberties and right of way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.
- 4.2. The Grantee may remove anything placed on the Right of Way Area by the Grantor but, shall promptly restore the Right of Way Area to substantially its original condition, so far as is reasonably practicable.
- 4.3. On default of the Grantor of any of its obligations herein, the Grantee may, but is not obliged to, rectify the default at the expense of the Grantor provided that except in the case of an emergency, the Grantee shall first give twenty (20) days prior notice to the Grantor specifying the default and requiring it to be remedied.
- 4.4. The Grantee may enter upon the Right of Way Area to maintain and repair the pathway thereon.

5. Reservations

5.1. Notwithstanding the grant of Statutory Right-of-Way in paragraph 1.1 above, there is hereby reserved to the Grantor, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

5.1.1. to temporarily interrupt the use and enjoyment of the Right-of-Way Area, so long as such temporary interruption does not materially or unreasonably interfere with, endanger, impede, disturb, injure or impair the use of the Right-of-Way Area as contemplated hereunder, save and except where the Grantee has granted its prior written consent as hereinafter provided, for the purpose of:

5.1.1.1. with the prior written consent of the Grantee, constructing, laying down, installing, enlarging, extending, removing, repairing, altering, inspecting, maintaining and renewing utility and communications systems of every kind and description, together with all ancillary appliances and equipment in, upon, over, under or through the Right-of-Way Area as may be deemed necessary or expedient for the Grantor's reasonable use of the Lands; and

5.1.1.2. maintaining and repairing or, with the prior written consent of the Grantee, constructing, renewing or enlarging such landscaped areas and facilities (in this Agreement referred to as the "Landscaped Area") in, upon, over or through the Right-of-Way Area as may be deemed necessary or expedient; and

5.1.2. to maintain and repair or, with the prior written consent of the Grantee, to construct, renew or enlarge the Landscaped Area, in, upon, over or through the Right-of-Way Area as may be deemed necessary or expedient.

6. Miscellaneous

6.1. **No Waiver.** No waiver of default by either party shall be effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other shall be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.

6.2. **Discretion.** Wherever in this Agreement the approval of the Grantee is required, or some act or thing is to be done to the Grantee's satisfaction, or the Grantee is entitled to form an opinion:

6.2.1. such provisions shall not be deemed to have been fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the Grantee's Director of Planning and Development Services (the "Director"); and

6.2.2. such approval, opinion or satisfaction shall be at the discretion of the Director acting reasonably in accordance with sound municipal engineering practice.

6.3. No Derogation. This Agreement does not:

- 6.3.1. affect or limit the discretion, rights, duties or powers of the Grantee under any statute, bylaw, or other enactment;
 - 6.3.2. affect or limit any statute, bylaw or other enactment applying to the Lands; or
 - 6.3.3. relieve the Grantor from complying with any statute, bylaw or other enactment.
- 6.4. **Notice.** Any notice to be given pursuant to this Agreement shall be in writing, and may be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice shall be the addresses hereinbefore set out. If notice is delivered personally it may be left at the addresses in the same manner as ordinary mail is left by Canada Post and shall be deemed received when delivered. If notice is mailed it shall be deemed received five (5) days after mailing. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified shall be deemed to be the address of such party for the giving of notice.
- 6.5. **Severance.** If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 6.6. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the matters contained herein, and neither the Grantee nor the Grantor has made representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement, and no amendment of this Agreement is valid or binding unless in writing and executed by the parties.
- 6.7. **Headings.** The headings in this Agreement are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.
- 6.8. **Interpretation.** Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 6.9. **Parties.** Subject to paragraph 6.12, every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
- 6.10. **Interest in Land.** This Agreement runs with the Lands and each and every part into which the Lands may be divided or subdivided which contains all or a portion of the Right of Way Area, but no part of the fee of the soil thereof passes to or is vested in the Grantee under or by this Agreement, and the Grantor may fully use the Right-of-Way Area subject only to the rights and restrictions herein set forth.

- 6.11. **Enurement.** Subject to paragraph 6.12, this Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
- 6.12. **Grantor Ceasing to be Owner.** The Grantor shall not be liable for any injury, death, costs, actions, suits, loss or damage, or for any breach of any covenant, promise or agreement herein with respect to any portion of the Lands sold, assigned, conveyed or otherwise disposed of, occurring after the Grantor has ceased to be the owner thereof.
- 6.13. **Execution.** As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BX425813

Charge BX425813 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge, in favour of the City of Port Moody, provides that all buildings, structures and improvements shall be constructed (a) with due regard to the potential of flooding and the land to slip, slough or subside as a result of settlement or erosion; and (b) in accordance with a geotechnical investigation report kept on file with the City. Further geotechnical field assessments will be required after excavation which will entail providing further reports by the owner to ensure that the land may be used safely for the intended residential use.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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LAND TITLE ACT
FORM C

30 MAR 2005 13 54

BX425813

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT – PART 1


(This area for Land Title Office Use)

Page 1 of 5 pages

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

c/o Joscelyn Baker
Suite 900 – 1333 West Broadway
Vancouver, British Columbia V6H 4C2
Telephone: 604-871-4244

**West Coast
Client # 10350**


signature of applicant, applicant's solicitor or agent
Joscelyn Baker

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

No PID available

Lot 7, District Lots 190, 233 and 235, Gp 1, NWD Plan
BCP 1637

10

10

10. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Pages 1 - 5

Transferee

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

(a) Filed Standard Charge Terms

D.F. No.

BB 05/03/30 13:55:35 03 LH

609885

(b) Express Charge Terms

CHARGE

\$54.75

(c) Release

Annexed as Part 2

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):

POLYGON KLAHANIE DEVELOPMENT LTD. (Incorporation No. 636904)

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

CITY OF PORT MOODY, City Hall, 100 Newport Drive, P.O. Box 36, Port Moody, BC V3H 3E1


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 Transferor(s) 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

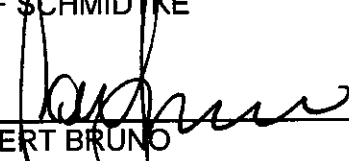
Party(ies) Signature(s)


Joscelyn Baker
Barrister & Solicitor
900 – 1333 West Broadway
Vancouver, BC V6H 4C2
604-871-4244

Y	M	D
05	03	07
05	03	07

**POLYGON KLAHANIE
DEVELOPMENT LTD.**
by its authorized signatories:


RALF SCHMIDTKE

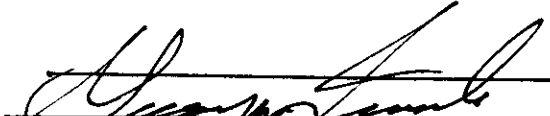


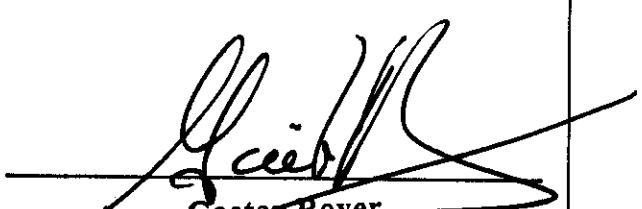

ROBERT BRUNO

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2 of 5 pages

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 SOLICITOR/NOTARY PUBLIC/COMMISSIONER (as to both signatures) GIUSEPPE TRASOLINI Print Name and Address:	05	03	24	CITY OF PORT MOODY by its authorized signatories:  MAYOR GIUSEPPE TRASOLINI  CITY CLERK COLLEEN ROHDE, CITY CLERK
 Gaetan Royer A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1				

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

TERMS OF INSTRUMENT - PART 2

This Covenant dated for reference February 28, 2005.

BETWEEN:

POLYGON KLAHANIE DEVELOPMENT LTD.
900 – 1333 West Broadway
Vancouver, B.C. V6H 4C2

(the "Covenantor")

AND:

CITY OF PORT MOODY
City Hall
100 Newport Drive,
P.O. Box 36
Port Moody, B.C. V3H 3E1

(the "City")

WHEREAS the Covenantor is the owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Port Moody, Province of British Columbia, and described in Item 2 of the Form C General Instrument Part 1 to which these Terms of Instrument Part 2 are attached (the "Lands");

AND WHEREAS Section 219 of the Land Title Act R.S.B.C. 1996, c. 250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;

AND WHEREAS the Covenantor desires to grant this Covenant to restrict the use of the Lands;

NOW THEREFORE in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged, the Covenantor covenants and agrees as follows:

1. The Covenantor covenants and agrees with the City that the Lands shall be used in accordance with the terms and conditions set out in this covenant; and any and all buildings, structures or improvements to be placed, built or erected on the Lands shall be constructed with due regard to the potential for flooding, the land to slip, slough or subside as a result of settlement or erosion and in overall conformance with the Report on Geotechnical Investigation Klahanie Development Phase IV – The Tides, Port Moody, BC prepared by Golder Associates Ltd. dated January 10, 2005 and the letter entitled “Review of Revised Civil Design Drawings, Water Feature Channel, Klahanie Development, Port Moody, BC” dated February 11, 2005, all kept on file with the City and the Covenantor. On the basis of the above-noted geotechnical report and letters, the City will be requiring additional geotechnical field assessments after excavation which will entail providing further geotechnical reports by the Covenantor to the City to ensure that the land may be used safely for the intended residential use.

2. This covenant is granted voluntarily by the Covenantor to the City pursuant to Section 219 of the Land Title Act of the Province of British Columbia and shall run with the Lands.

3. (a) The Covenantor hereby releases, indemnifies and saves the City, its elected officials, officers, employees and agents harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence or enforcement of this Covenant.

(b) Without in any way limiting section 3(a), the Covenantor covenants and agrees:

- (a) to release and forever discharge the City and its officers, employees, agents and elected officials from and against any and all manner of actions, causes of action, debts, demands, suits, claims for compensation and costs (“Claims”) which the Covenantor now or any time thereafter may have; and
- (b) to indemnify and save the City and its officers, employees, agents and elected officials harmless from and against any and all Claims;

Page 5 of 5 Pages

by reason of, or in any way connected to or caused, directly or indirectly, by flooding, slipping, sloughing, sliding or subsidence of land due to settlement of buildings or improvements or loss of land by erosion or other means on the Lands caused by, or in any way connected with the development or construction of any building, structure or other thing on, over, under or upon the Lands.

4. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.

5. The Covenantor shall, forthwith after execution hereof by it, do or cause to be done all acts or things reasonably necessary to give proper effect to the intentions of this Covenant and to ensure that this may be registered against the title to the Lands in the Land Title Office.

6. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require; this Covenant runs with the Lands; every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors and assigns of that party; this covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, NOTWITHSTANDING any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

END OF DOCUMENT



Spagnuolo & Company Real Estate Lawyers



Explanation of Statutory Right of Way Registration Number BX594915

Charge BX594915 is a Statutory Right of Way. A Statutory Right of Way usually gives the charge holder the right to cross over the property in accordance with the charge, and is typically in favour of the Crown, a city or municipality or a utility.

This Statutory Right of Way is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge grants Shaw Cablesystems a non-exclusive right of access and use of the property to (a) provide communications services to occupants and (b) install and maintain its network, including conduits, cables, wires and associated equipment. Shaw’s access is limited to reasonable business hours except in cases of emergency. While the owners may grant access to other communication service providers, the owners shall not permit such providers from interfering with or using Shaw’s network.

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15 DEC 2005 10 00

BX594915

LAND TITLE ACT
FORM C
(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

Page 1 of 4 pages

1. APPLICATION: Re: 300, 400, 500 Klahanie Drive, Port Moody

~~Shaw Cablesystems Limited~~
Suite 900, 630 - 3rd Avenue SW
Calgary, Alberta, T2P 4L4
(403)750-4500
Attention: Manager, Legal Services (Operations)
File # 16440-0158

DYE & DURHAM CLIENT No. 11061
NP NS
**OWEN BIRD
LAW CORPORATION**
P.O. Box 49130
2900-595 BURRARD ST.
VANCOUVER, B.C. V7X 1J5
Tel 604 681-1558

Sandy Crema
SANDY CREMA,
Applicant's Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)

026-244-608

LOT 7 DISTRICT LOTS 190, 233 AND 235 GROUP 1
NEW WESTMINSTER DISTRICT PLAN BCP16637

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
Statutory Right of Way	Entire Document	Transferee

15 05/12/15 09:58:31 02 LM 672461
CHARGE \$64.75

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):*

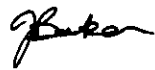
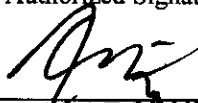

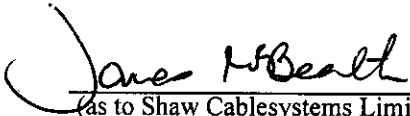
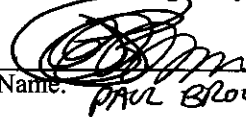
POLYGON KLAHANIE DEVELOPMENT LTD., INC. NO. 636904, Suite 900-1333 West Broadway
Vancouver, BC V6H 4C2

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

SHAW CABLESYSTEMS LIMITED (Incorp. No. A-60221) Suite 900, 630 - 3rd Avenue S.W., Calgary,
Alberta T2P 4L4

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 Transferor(s) 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			PARTY(IES) SIGNATURE(S) TRANSFEROR(S) POLYGON KLAHANIE DEVELOPMENT LTD. by its Authorized Signatory(ies):
	Y	M	D	
 JOSCELYN BAKER Barrister & Solicitor 900 - 1333 West Broadway Vancouver, B.C. V6H 4C2 Tel. 604-871-4244	05	12	13	 Name: RALF SCHMIDTKE  Name: ROBERT BRUNO
 (as to Shaw Cablesystems Limited) JAMES H. McBEATH Barrister & Solicitor 2900-595 BARRARD ST. VANCOUVER, B.C. V7X 1J5 (604) 691-7507	05	12	14	TRANSFEREE SHAW CABLESYSTEMS LIMITED. by its authorized signatory(ies):  Name: PAUL BROWN Name:

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, enter "SEE SCHEDULE" and attach schedule in Form D.

TERMS OF INSTRUMENT - PART 2

In these Terms of Instrument – Part 2, the Transferor(s) is known as the “Owner” and the lands and premises described in item 2 of General Instrument – Part 1 is known as the “Premises”.

This will confirm that the Owner of the Premises, has agreed, in consideration of the mutual covenants set out below, to give Shaw non-exclusive access to the Premises to provide communication services (the “Services”) to the occupants of the Premises, and the statutory right of way herein is necessary for the operation and maintenance of Shaw’s undertaking, on the following terms:

1. The Owner, by way of this Agreement, grants to Shaw the non-exclusive right to enter on or gain access over or under the Premises for the purposes of: (a) providing the Services to the occupants of the Premises; (b) carrying, laying, constructing, maintaining, operating, repairing or using Shaw’s Network (that is, its conduits, cables, wires, communication facilities and equipment on the Premises, the “Network”); and (c) making use of the Premises for all purposes necessary or incidental to the exercise of the rights granted in this Agreement.
2. Shaw shall have access to the Premises during all reasonable business hours except that in situations of emergency, Shaw will have access at any and all times it requires.
3. The Owner may grant access to the Premises to other providers of communication services but the Owner shall ensure that such other service providers do not use, interfere with, attach any equipment or facilities to or have access to the Network without the prior written consent of Shaw.
4. Shaw will; (a) comply with all applicable orders, decisions, laws and regulations of any public authority having jurisdiction, relating to the Network located on the Premises, including without limitation, those orders and decisions established by the Canadian Radio-television and Telecommunications Commission; and (b) carry out all work authorized under this Agreement in a good and workman like manner.
5. Shaw is the owner of the Network, whether the Network is installed by Shaw or by a predecessor and the Network shall not be considered a fixture to the Premises despite any principle of law to the contrary. The Owner acknowledges that it does not have authority to use or permit anyone else other than Shaw to use, interfere with or have access to the Network or to create any lien or charge on any part of the Network.
6. Shaw will be responsible for all losses sustained by the Owner caused by any act or omission of Shaw under this Agreement. The Owner shall not interfere with the Network and will be responsible for all losses sustained by Shaw caused by any act or omission of the Owner, its agents, employees or licensees. Neither party to this Agreement shall be responsible for any economic loss or loss of profit suffered by the other as a result of this paragraph.
7. This Agreement and the rights granted to Shaw in this Agreement shall be an interest in and run with the Premises. This Agreement shall not be construed as or constitute a lien or financial charge in the Premises.
8. This Agreement shall be binding on and benefit the successors and assigns of Shaw and the Owner. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. This Agreement is the entire agreement between the parties regarding the subject matter described in this Agreement and supersedes all prior negotiations and agreements and may only be modified in writing signed by all the parties to

this Agreement. This Agreement shall be subject to the laws of the Province in which the Property is located.

9. Any notice required to be delivered under this Agreement will be in writing and sent by registered mail, facsimile or delivered personally to the Owner and to Shaw at the addresses given above.

10. The term "Shaw" as used in this Agreement includes Shaw Cablesystems Limited, its affiliates and any partnership in which Shaw Cablesystems Limited is a partner, and their respective agents and employees.

11. Shaw may without consent, assign or sublicense this Agreement to a purchaser of substantially all of its Network in the licensed area under this Agreement.

END OF DOCUMENT