

ADDRESSES:

1002-1015 Alpine Place
1102-1119 Barberry Place
3-17 Campion Court
1302-1323 Campion Lane
1202-1224 Cypress Place
1402-1414 Dogwood Place
1502-1509 Fernwood Place
1702-1712 Heather Place
1602-1622 Hemlock Place
1903-1922 Ironwood Court
1802-1809 Juniper Place
999-1209 Noons Creek Drive
1301-1315 Noons Creek Drive



City of Port Moody - Land Use Contract

Zoning: RS1

0m 60 120

 SUBJECT PROPERTIES

(5) P 89971 "C" *Paul H. Lord*
 SUBSTITUTE FOR FORM
 Date *Sept 12 1978* Name of Interest *EXTENSION OF L.U.C. No. N114971*
 Declared Value _____
 Pledge Marge _____
 Tax Cert. _____
 Telephone No. 697-5744
 703 West Georgia St.
 Vancouver, B.C. V7B 1A8

THIS AGREEMENT dated the 24th day of August, 1978.

BETWEEN:

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

(hereinafter called "Port Moody")

OF THE FIRST PART

AND:

COMMUNITY BUILDERS LTD., a body corporate
 duly incorporated under the laws of the
 Province of British Columbia and having
 an office at Sperling Plaza 1, 200 - 6400
 Roberts Street, in the Municipality of
 Burnaby in the Province of British Columbia,

(hereinafter called "Community")

OF THE SECOND PART

WHEREAS:

A. Community is the registered owner of those lands and
 premises in the City of Port Moody, Province of British Columbia
 more particularly known and described as:

Parcel "E" (Explanatory Plan 6455) of
 District Lot 470
 Group 1, Except Part subdivided by Plan 54551,
 New Westminster District

(hereinafter called the "Original Lands")

B. There is registered against the Original Lands a Land
 Use Contract in favour of Port Moody, which Land Use Contract was
 registered in the New Westminster Land Registry Office on November
 3, 1977 under No. N114971 (hereinafter called the "L.U.C.").

C. As contemplated by the L.U.C., Community is subdividing
 the Original Lands together with additional lands and will receive

MEMORANDUM OF REGISTRATION
 Registered the 25 day of Oct, 1978
 on application received at the time written
 or stamped on the application.

89971

Deed of Land for those additional lands, being more particularly known and described as:

As set out in Schedule "A" attached hereto.

(hereinafter called the "Additional Lands")

D. In order to permit the transfer of the Additional Lands to Community and the subdivision of the Original Lands and the Additional Lands it is necessary to extend the L.U.C. over the Released Lands, all as contemplated in the L.U.C.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the execution of these presents by the parties and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration (the receipt whereof is hereby by Community acknowledged) the parties hereto do hereby on behalf of themselves and their heirs, successors and assigns agree as follows:

1. Community and Port Moody hereby forever agree that the L.U.C. shall be extended over and shall charge all and singular from the Additional Lands to some extent as if the Additional Lands had been included in the L.U.C. as originally executed.

2. The parties covenant and agree that the L.U.C. is therefore extended insofar as the same relates to the Additional Lands but reserving to Port Moody and Community all other rights thereunder and without prejudice to all rights of Port Moody and Community under the L.U.C.. The Original Lands, and the Additional Lands are hereby declared to be and stand charged with the L.U.C.

PROVIDED ALWAYS AND IT IS HEREBY AGREED:

That this Indenture shall not prejudice any rights which Port Moody and Community may have under the L.U.C. nor as against


89971


the Original Lands, all of which rights are hereby reserved.

This Agreement shall enure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

The Corporate Seal of THE
CITY OF PORT MOODY was hereunto
affixed in the presence of:

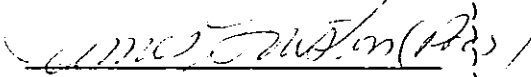


MAYOR


CLERK

C/S

The Corporate Seal of COMMUNITY
BUILDERS LTD. was hereunto
affixed in the presence of:



C/S

SCHEDULE "A"

89971

1. Those portions containing 0.46 acres, 0.80 acres, and 0.17 acres, of Block "C" of District Lots 347 and 348, Group 1, Plan 12592 New Westminster District shown within the green outline on By-Law Plan To Accompany The City of Port Moody Road Exchange By-Law Number 1398 filed as By-Law Plan 55130. ✓

P89967E

2. Those portions of Block "C", District Lots 347 and 348, Group 1, Plan 12592, New Westminster District contained within the boundaries of new Lots 157, 158, 159, 160, 178 and 179 of District Lots 347 and 470, Group 1, New Westminster District and shown outlined in red on the Plan of Subdivision prepared by Gordon Herold Murray B.C.L.S. and sworn to the 29th day of March, 1978 a print of which is attached hereto.

P89970E

1/4 1/5 1/1

89971

Form No. Z1-107 Rev. 4/73

Wilson business services ltd.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that, on the 25th day of August, 1978, at the City of Port Moody, British Columbia, (State Full Name, Address and Occupation) John Ingolf BROVOLD, Municipal Clerk, 8449 - 14th Avenue, Burnaby, B. C. appeared before me and acknowledged to me that he is the THE CITY OF PORT MOODY who subscribed his name to the annexed instrument as THE CITY OF PORT MOODY THE CITY OF PORT MOODY that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

August 19 78, at in the Province of British Columbia, (whose identity has been proved by the evidence on who is) personally known to me, Municipal Clerk of and that he is the person of the said and affixed the seal of the to the said Instrument.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at Port Moody in the Province of British Columbia, this 25th day of August, 1978

A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits for British Columbia

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

Form No. Z1-107 Rev. 4/73

Wilson business services ltd.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that, on the 18th day of August, 1978, at the City of Vancouver, British Columbia, (State Full Name, Address and Occupation) JAMES RALPH HOUSTON, President, appeared before me and acknowledged to me that he is the COMMUNITY BUILDERS LTD. who subscribed his name to the annexed instrument as COMMUNITY BUILDERS LTD. COMMUNITY BUILDERS LTD. that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

August 19 78, at in the Province of British Columbia, (whose identity has been proved by the evidence on who is) personally known to me, and that he is the person of the said and affixed the seal of the to the said Instrument.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at Vancouver in the Province of British Columbia, this 18th day of August, 1978

A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits for British Columbia

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

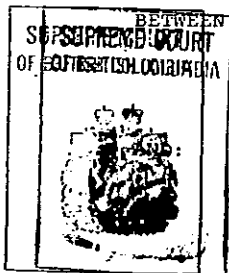
No. A800008
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: CITY OF PORT MOODY LAND USE CONTRACT NO. 7

S 3282

JAN 15 13 29 '80



LAND REGISTRY OFFICE
NEW WESTMINSTER, B.C.
CARMA DEVELOPERS LTD.

PETITIONER

CITY OF PORT MOODY

RESPONDENT

O R D E R

BEFORE THE HONOURABLE) THURSDAY, THE 10TH DAY
THE CHIEF JUSTICE) OF JANUARY, 1980

The Petition of the Petitioner, Carma Developers Ltd., coming on for hearing on this date and on hearing Jack Webster, counsel for the Petitioner and upon reading the Petition and the Affidavit of Robert Blasby sworn the 3rd day of January, 1980 and the Affidavit of John I. Brovold sworn the 3rd day of January, 1980 and upon no one appearing on behalf of the Respondent:

THIS COURT ORDERS pursuant to Section 31 of

the Conveyancing and Law of Property Act, S.B.C. 1978, Chapter 16 that the registered charge or interest comprised in the Land Use Contract #7 between the Respondent and Community Builders Ltd. dated October 1977 and registered under number N114971 at the New Westminster Land Registry office and the Land Use Contract

0010002

NEW WESTMINSTER
L.R.O. (B.C.C.)
FEE PAID

80

3282

- 2 -

dated August 24, 1978 between the Respondent and the said Community Builders Ltd. and registered under number P89971 at the New Westminster Land Registry office relating to those certain lands and premises situate, lying and being in the City of Port Moody, in the Province of British Columbia and legally described as:

R1304582 ✓
 959E ✓
 468E ✓
 461E ✓
 463E ✓
 463E ✓
 464E ✓
 465E ✓
 467E ✓
 355E ✓
 356E ✓
 357E ✓
 358E ✓
 359E ✓
 360E ✓
 361E ✓
 362E ✓
 363E ✓
 364E ✓
 365E ✓
 366E ✓
 367E ✓
 368E ✓
 369E ✓
 370E ✓
 371E ✓
 372E ✓
 373E ✓
 374E ✓
 375E ✓
 376E ✓
 377E ✓
 378E ✓
 379E ✓
 380E ✓
 381E ✓
 382E ✓
 383E ✓
 384E ✓
 385E ✓
 386E ✓
 387E ✓
 388E ✓
 389E ✓
 390E ✓
 391E ✓
 392E ✓
 393E ✓
 394E ✓
 395E ✓
 396E ✓
 397E ✓
 398E ✓
 399E ✓
 400E ✓
 401E ✓
 402E ✓
 403E ✓
 404E ✓
 405E ✓
 406E ✓
 407E ✓
 408E ✓
 409E ✓
 410E ✓
 411E ✓
 412E ✓
 413E ✓
 414E ✓
 415E ✓
 416E ✓
 417E ✓
 418E ✓
 419E ✓
 420E ✓
 421E ✓
 422E ✓
 423E ✓
 424E ✓
 425E ✓
 426E ✓
 427E ✓
 428E ✓
 429E ✓
 430E ✓
 431E ✓
 432E ✓
 433E ✓
 434E ✓
 435E ✓
 436E ✓
 437E ✓
 438E ✓
 439E ✓
 440E ✓
 441E ✓
 442E ✓
 443E ✓
 444E ✓
 445E ✓
 446E ✓
 447E ✓
 448E ✓
 449E ✓
 450E ✓
 451E ✓
 452E ✓
 453E ✓
 454E ✓
 455E ✓
 456E ✓
 457E ✓
 458E ✓
 459E ✓
 460E ✓
 461E ✓
 462E ✓
 463E ✓
 464E ✓
 465E ✓
 466E ✓
 467E ✓
 468E ✓
 469E ✓
 470E ✓
 471E ✓
 472E ✓
 473E ✓
 474E ✓
 475E ✓
 476E ✓
 477E ✓
 478E ✓
 479E ✓
 480E ✓
 481E ✓
 482E ✓
 483E ✓
 484E ✓
 485E ✓
 486E ✓
 487E ✓
 488E ✓
 489E ✓
 490E ✓
 491E ✓
 492E ✓
 493E ✓
 494E ✓
 495E ✓
 496E ✓
 497E ✓
 498E ✓
 499E ✓
 500E ✓
 501E ✓
 502E ✓
 503E ✓
 504E ✓
 505E ✓
 506E ✓
 507E ✓
 508E ✓
 509E ✓
 510E ✓
 511E ✓
 512E ✓
 513E ✓
 514E ✓
 515E ✓
 516E ✓
 517E ✓
 518E ✓
 519E ✓
 520E ✓
 521E ✓
 522E ✓
 523E ✓
 524E ✓
 525E ✓
 526E ✓
 527E ✓
 528E ✓
 529E ✓
 530E ✓
 531E ✓
 532E ✓
 533E ✓
 534E ✓
 535E ✓
 536E ✓
 537E ✓
 538E ✓
 539E ✓
 540E ✓
 541E ✓
 542E ✓
 543E ✓
 544E ✓
 545E ✓
 546E ✓
 547E ✓
 548E ✓
 549E ✓
 550E ✓
 551E ✓
 552E ✓
 553E ✓
 554E ✓
 555E ✓
 556E ✓
 557E ✓
 558E ✓
 559E ✓
 560E ✓
 561E ✓
 562E ✓
 563E ✓
 564E ✓
 565E ✓
 566E ✓
 567E ✓
 568E ✓
 569E ✓
 570E ✓
 571E ✓
 572E ✓
 573E ✓
 574E ✓
 575E ✓
 576E ✓
 577E ✓
 578E ✓
 579E ✓
 580E ✓
 581E ✓
 582E ✓
 583E ✓
 584E ✓
 585E ✓
 586E ✓
 587E ✓
 588E ✓
 589E ✓
 590E ✓
 591E ✓
 592E ✓
 593E ✓
 594E ✓
 595E ✓
 596E ✓
 597E ✓
 598E ✓
 599E ✓
 600E ✓
 601E ✓
 602E ✓
 603E ✓
 604E ✓
 605E ✓
 606E ✓
 607E ✓
 608E ✓
 609E ✓
 610E ✓
 611E ✓
 612E ✓
 613E ✓
 614E ✓
 615E ✓
 616E ✓
 617E ✓
 618E ✓
 619E ✓
 620E ✓
 621E ✓
 622E ✓
 623E ✓
 624E ✓
 625E ✓
 626E ✓
 627E ✓
 628E ✓
 629E ✓
 630E ✓
 631E ✓
 632E ✓
 633E ✓
 634E ✓
 635E ✓
 636E ✓
 637E ✓
 638E ✓
 639E ✓
 640E ✓
 641E ✓
 642E ✓
 643E ✓
 644E ✓
 645E ✓
 646E ✓
 647E ✓
 648E ✓
 649E ✓
 650E ✓
 651E ✓
 652E ✓
 653E ✓
 654E ✓
 655E ✓
 656E ✓
 657E ✓
 658E ✓
 659E ✓
 660E ✓
 661E ✓
 662E ✓
 663E ✓
 664E ✓
 665E ✓
 666E ✓
 667E ✓
 668E ✓
 669E ✓
 670E ✓
 671E ✓
 672E ✓
 673E ✓
 674E ✓
 675E ✓
 676E ✓
 677E ✓
 678E ✓
 679E ✓
 680E ✓
 681E ✓
 682E ✓
 683E ✓
 684E ✓
 685E ✓
 686E ✓
 687E ✓
 688E ✓
 689E ✓
 690E ✓
 691E ✓
 692E ✓
 693E ✓
 694E ✓
 695E ✓
 696E ✓
 697E ✓
 698E ✓
 699E ✓
 700E ✓
 701E ✓
 702E ✓
 703E ✓
 704E ✓
 705E ✓
 706E ✓
 707E ✓
 708E ✓
 709E ✓
 710E ✓
 711E ✓
 712E ✓
 713E ✓
 714E ✓
 715E ✓
 716E ✓
 717E ✓
 718E ✓
 719E ✓
 720E ✓
 721E ✓
 722E ✓
 723E ✓
 724E ✓
 725E ✓
 726E ✓
 727E ✓
 728E ✓
 729E ✓
 730E ✓
 731E ✓
 732E ✓
 733E ✓
 734E ✓
 735E ✓
 736E ✓
 737E ✓
 738E ✓
 739E ✓
 740E ✓
 741E ✓
 742E ✓
 743E ✓
 744E ✓
 745E ✓
 746E ✓
 747E ✓
 748E ✓
 749E ✓
 750E ✓
 751E ✓
 752E ✓
 753E ✓
 754E ✓
 755E ✓
 756E ✓
 757E ✓
 758E ✓
 759E ✓
 760E ✓
 761E ✓
 762E ✓
 763E ✓
 764E ✓
 765E ✓
 766E ✓
 767E ✓
 768E ✓
 769E ✓
 770E ✓
 771E ✓
 772E ✓
 773E ✓
 774E ✓
 775E ✓
 776E ✓
 777E ✓
 778E ✓
 779E ✓
 780E ✓
 781E ✓
 782E ✓
 783E ✓
 784E ✓
 785E ✓
 786E ✓
 787E ✓
 788E ✓
 789E ✓
 790E ✓
 791E ✓
 792E ✓
 793E ✓
 794E ✓
 795E ✓
 796E ✓
 797E ✓
 798E ✓
 799E ✓
 800E ✓
 801E ✓
 802E ✓
 803E ✓
 804E ✓
 805E ✓
 806E ✓
 807E ✓
 808E ✓
 809E ✓
 810E ✓
 811E ✓
 812E ✓
 813E ✓
 814E ✓
 815E ✓
 816E ✓
 817E ✓
 818E ✓
 819E ✓
 820E ✓
 821E ✓
 822E ✓
 823E ✓
 824E ✓
 825E ✓
 826E ✓
 827E ✓
 828E ✓
 829E ✓
 830E ✓
 831E ✓
 832E ✓
 833E ✓
 834E ✓
 835E ✓
 836E ✓
 837E ✓
 838E ✓
 839E ✓
 840E ✓
 841E ✓
 842E ✓
 843E ✓
 844E ✓
 845E ✓
 846E ✓
 847E ✓
 848E ✓
 849E ✓
 850E ✓
 851E ✓
 852E ✓
 853E ✓
 854E ✓
 855E ✓
 856E ✓
 857E ✓
 858E ✓
 859E ✓
 860E ✓
 861E ✓
 862E ✓
 863E ✓
 864E ✓
 865E ✓
 866E ✓
 867E ✓
 868E ✓
 869E ✓
 870E ✓
 871E ✓
 872E ✓
 873E ✓
 874E ✓
 875E ✓
 876E ✓
 877E ✓
 878E ✓
 879E ✓
 880E ✓
 881E ✓
 882E ✓
 883E ✓
 884E ✓
 885E ✓
 886E ✓
 887E ✓
 888E ✓
 889E ✓
 890E ✓
 891E ✓
 892E ✓
 893E ✓
 894E ✓
 895E ✓
 896E ✓
 897E ✓
 898E ✓
 899E ✓
 900E ✓
 901E ✓
 902E ✓
 903E ✓
 904E ✓
 905E ✓
 906E ✓
 907E ✓
 908E ✓
 909E ✓
 910E ✓
 911E ✓
 912E ✓
 913E ✓
 914E ✓
 915E ✓
 916E ✓
 917E ✓
 918E ✓
 919E ✓
 920E ✓
 921E ✓
 922E ✓
 923E ✓
 924E ✓
 925E ✓
 926E ✓
 927E ✓
 928E ✓
 929E ✓
 930E ✓
 931E ✓
 932E ✓
 933E ✓
 934E ✓
 935E ✓
 936E ✓
 937E ✓
 938E ✓
 939E ✓
 940E ✓
 941E ✓
 942E ✓
 943E ✓
 944E ✓
 945E ✓
 946E ✓
 947E ✓
 948E ✓
 949E ✓
 950E ✓
 951E ✓
 952E ✓
 953E ✓
 954E ✓
 955E ✓
 956E ✓
 957E ✓
 958E ✓
 959E ✓
 960E ✓
 961E ✓
 962E ✓
 963E ✓
 964E ✓
 965E ✓
 966E ✓
 967E ✓
 968E ✓
 969E ✓
 970E ✓
 971E ✓
 972E ✓
 973E ✓
 974E ✓
 975E ✓
 976E ✓
 977E ✓
 978E ✓
 979E ✓
 980E ✓
 981E ✓
 982E ✓
 983E ✓
 984E ✓
 985E ✓
 986E ✓
 987E ✓
 988E ✓
 989E ✓
 990E ✓
 991E ✓
 992E ✓
 993E ✓
 994E ✓
 995E ✓
 996E ✓
 997E ✓
 998E ✓
 999E ✓
 1000E ✓

be modified to correspond with the modifications as set forth in an agreement made between the Petitioner, Carma Developers Ltd. and the Respondent, City of Port Moody dated November 20, 1979, a true copy of which agreement is annexed as Schedule 1 to this Order.

RECORDED
C.P.

THIS COURT FURTHER ORDERS that there be no Order

as to costs.

Verified a true copy according to the records of the District Court at Vancouver.

This 15th day of January 1980

Deputy District Registrar

DEPUTY DISTRICT REGISTRAR

TO FORM:

SOLICITOR FOR THE PETITIONER

ENTERED

JAN 11 1980

CLERK OF COURT
REGISTRY

3282

CITY OF PORT MOODY
Modification of a Land Use Contract
No. 7, Authorization By-Law, 1977, No. 1357

SCHEDULE "1" to the
Order of the Honour-
able The Chief Justice
pronounced Thursday
January 10, 1980.

THIS AGREEMENT MADE the 20th day of November, 1979.

BETWEEN:

CITY OF PORT MOODY, a municipal corporation
under the "Municipal Act", having its municip-
al offices at 2425 St. Johns Street, in the
City of Port Moody, in the Province of British
Columbia

(hereinafter called the "City")

OF THE FIRST PART

AND:

CARMA DEVELOPERS LTD., a body corporate,
incorporated under the laws of the Province
of Alberta, extra-provincially registered
in British Columbia on August 10th, 1972,
Certificate No. 10368A, of 10453 - 137th
Street, Surrey, British Columbia

(hereinafter called the "Owner")

OF THE SECOND PART

W H E R E A S:

A. The City concluded a land use contract with Community
Builders Ltd. dated October 31st, 1977 and registered under
No. N114971 at the New Westminster Land Registry Office, and
extended the same by a Land Use Contract registered under #P89971
relative to those lands and premises situate, lying and being in
the City of Port Moody, in the Province of British Columbia,
legally described as:

Parcel "E"
Explanatory Plan 6455
District Lot 470
Group 1
New Westminster District

3282

2

B. The lands referred to in recital "A" hereof have been subdivided, and are now legally described as:

Lots 122 to 151, 162 to 171 of District
Lot 470, Group 1, Plan 55541, New Westminster
District and Lots 152 to 161, 172, 173 and 176
of District Lots 347 and 470, Group 1, Plan 55541,
New Westminster District
(Phase I)

Firstly: Lots 180 to 211, 218 to 220, and 227 to 230,
District Lot 470

Secondly: Lots 212, 213, 216, 217, 221 and 226,
District Lots 347 and 470

Thirdly: Lots 214, 215, 222 to 225, District Lot 347
all of Group 1, Plan 57891, New Westminster District
(Phase II).

Firstly: Lots 231 and 232 of District Lot 470;

Secondly: Lots 233 to 237 inclusive of District
Lots 347 and 470;

Thirdly: Lots 238 to 262 inclusive of District
Lot 470;

All of Group 1, Plan 57996, New Westminster District
(Phase IIa)

Part of Lots 177 and 178 and Lot 179, all of
District Lots 347 and 470, Plan 55541
(Phase III)

(All of which properties are commonly known as "Village of
Mountain Meadows" and all of which said properties are
hereinafter referred to as the "Lands")

3282

3

C. The Owner is the registered owner of those portions of the Lands designated above as Phase II, Phase IIa and Phase III.

D. The City has the power to amend the said Land Use Contract, as extended, by virtue of paragraph 17 thereof;

E. The City and the Owner have agreed to amend the Land Use Contract to remove a provision therein for the installation of certain paved utility walkways, all as more particularly hereinafter appear.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the City and the Owner covenant and agree that the Land Use Contract shall be amended and modified as follows:

1. Paragraph 7(f)(v) shall be deleted and be replaced by a paragraph to be numbered 7(f)(v) as follows:

"the Owner shall construct and pave:

(a) the walkways forming part of Phase I; and

(b) the walkways running in a north-south direction on Schedule I."

all the above to be constructed to the standards of the Barber Street Sub-division, Port Moody, B.C.

2. A further paragraph numbered paragraph 7(f)(vi) shall be added on page 8 immediately following paragraph 7(f)(v) as follows:

3282

4

"The Owner shall grant rights of way to accommodate the location of sanitary sewers and storm sewers to replace the walkways shown on Schedule I that are not to be constructed and paved under paragraph 7(f)(v) above, such rights of way, including the location of manholes, to be constructed and graded as determined by the City Engineer of Port Moody. The Owner also agrees to execute a Right of Way document in standard form, including the prohibition against the planting of large shrubs and trees in said Right of Way. The Owner further covenants and agrees to protect such rights of way from damage during construction of the subdivision and during construction of the houses on the lots created by the subdivision (including, but not limited to, the altering, cutting or filling in the Rights of Way after final grading) and to repair any right of way so damaged."

3. The Owner agrees to save, hold, harmless and indemnify the City from any and all claims, actions, demands, suits of whatsoever kind or nature arising from this Modification of Land Use Contract.

4. Save as hereby amended, the Land Use Contract, as amended referred to in Recital "A" hereof shall continue in full force and effect and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set

THE CORPORATE SEAL OF
the CITY OF PORT MOODY
was hereunto affixed
in the presence of:

Mayor

Clerk

c/s

3282

THE CORPORATE SEAL of
CARMA DEVELOPERS LTD. was
hereunto affixed in the
presence of:

A handwritten signature in dark ink, appearing to be "S. S. S.", written over a horizontal line.

5

c/s


3282

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I HEREBY CERTIFY that on the 13 day of November, 1979 at the Municipality of Surrey, in British Columbia, ERNIE W.T. HNATIUK, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of Carma Developers Ltd. and that he is the person who subscribed his name and affixed the seal of the Corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it.

IN TESTIMONY of which I have set my hand and ~~seal of office~~ at Surrey, in the Province of British Columbia, this 13 day of November, 1979


A Commissioner for taking
Affidavits for British Columbia

DONALD N. MACKINNON

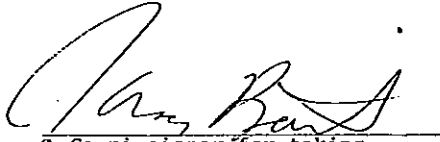
3282

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I HEREBY CERTIFY that on the *21st* day of November, 1979 at the City of Port Moody in British Columbia, JOHN INGOLF BROVOLD, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of The City of Port Moody and that he is the person who subscribed his name and affixed the seal of the Corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it.

IN TESTIMONY of which I have set my hand and ~~seal of office~~ at Port Moody, in the Province of British Columbia, this *21st* day of November, 1979



A Commissioner for taking
Affidavits for British Columbia

3282

LAND TITLE ACT

Form 17
(Sections 151, 152 (1), 220)

APPLICATION

NOTE: Before submitting this application for interests under (1) and (2), applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality and Improvement, Water and Irrigation Districts.

NATURE OF INTEREST:	
(1) FEE SIMPLE <input type="checkbox"/>	MARKET VALUE: _____
(2) CHARGE <input checked="" type="checkbox"/>	TRUE VALUE: <u>NOMINAL</u>
MODIFICATION OF CHARGE NATURE OF CHARGE <u>S31: Conveyancing & Law of Property Act.</u>	
(3) CANCELLATION OF CHARGE <input type="checkbox"/>	NATURE AND NUMBER OF CHARGE CANCELLED

HEREWITH FEES OF: \$ 10.00

As to (1) and (2) ADDRESS of person entitled to be registered as owner, if different than shown in instrument: _____

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made: _____

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application: _____

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application: _____

JACK WEBSTER
BARRISTER & SOLICITOR
1570 - 777 HODGKIN ST.
VANCOUVER, B.C. V3Z 1T3
687-3218

[Signature]
SIGNATURE OF APPLICANT OR
SOLICITOR OR AUTHORIZED AGENT