

City of Port Moody - Land Use Contract

2223-2227 St. Johns Street

Zoning: RM3 / C3

0m 40 80

 **SUBJECT PROPERTIES**

CITY OF PORT MOODY

BYLAW No. 2497

A Bylaw to Amend a Land Use Contract

WHEREAS Section 930 of the Local Government Act empowers the amendment of a land use contract by bylaw, with the agreement of the owner of the affected parcel;

AND WHEREAS Council and the owner of the parcel described in this Bylaw have agreed that the land use contract referred to herein should be amended;

NOW THEREFORE, the 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 Land Use Contract No. 1, 1978, Authorization Bylaw No. 1386, Amendment Bylaw No. 2, 2001, No. 2497.

2. Amendments

Land Use Contract Authorization Bylaw No. 1386, registered in the New Westminster Land Title Office under No. P90092 on September 15, 1978 (the "Land Use Contract") is amended in respect of the following parcel:

Strata Plan NW 2740,
Block 2, District Lot 202,
Group One, New Westminster District
Plan 75614

by:

- (a) Repealing "City of Port Moody Land Use Contract No. 1, 1978 Authorization Bylaw No. 1386, Amendment Bylaw No. 1, 1989, No. 1966."
- (b) Addition of the following provision of the Land Use Contract at the end of Section 6(a):

"Notwithstanding any other provision of this Land Use Contract, the only permitted uses of the land, building and structures referenced in Section 6(a) shall be professional and business offices, with accessory parking as normally permitted in the Community Commercial Zone (C3) of the City of Port Moody."

Applies only to 2227 St Johns Street

Bylaw No. 2497

City of Port Moody Land Use Contract No. 1, 1978, Authorization Bylaw No. 1386,
Amendment Bylaw No. 2, 2001

3. Schedules

Schedules "1" to "5" which are attached hereto as part of this Bylaw shall be added to and form part of the Land Use Contract and the subject land, building and structures shall only be used in accordance with these schedules.

4. Registration

The Mayor and Clerk are authorized to execute all documents and do all things necessary for registration in the Land Title Office of the amendment to the Land Use Contract provided for by this Bylaw.

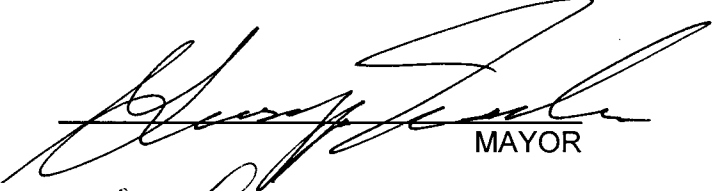
READ A FIRST TIME THE 11TH DAY OF SEPTEMBER, 2001.

READ A SECOND TIME THE 11TH DAY OF SEPTEMBER, 2001.

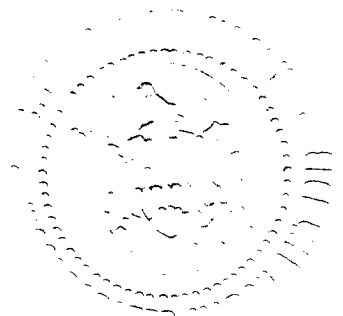
PUBLIC HEARING HELD THE 24TH DAY OF SEPTEMBER, 2001.

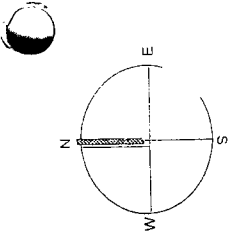
READ A THIRD TIME THE 24TH DAY OF SEPTEMBER, 2001.

RECONSIDERED AND FINALLY ADOPTED THE 23RD DAY OF OCTOBER, 2001.


MAYOR


ACTING CITY CLERK





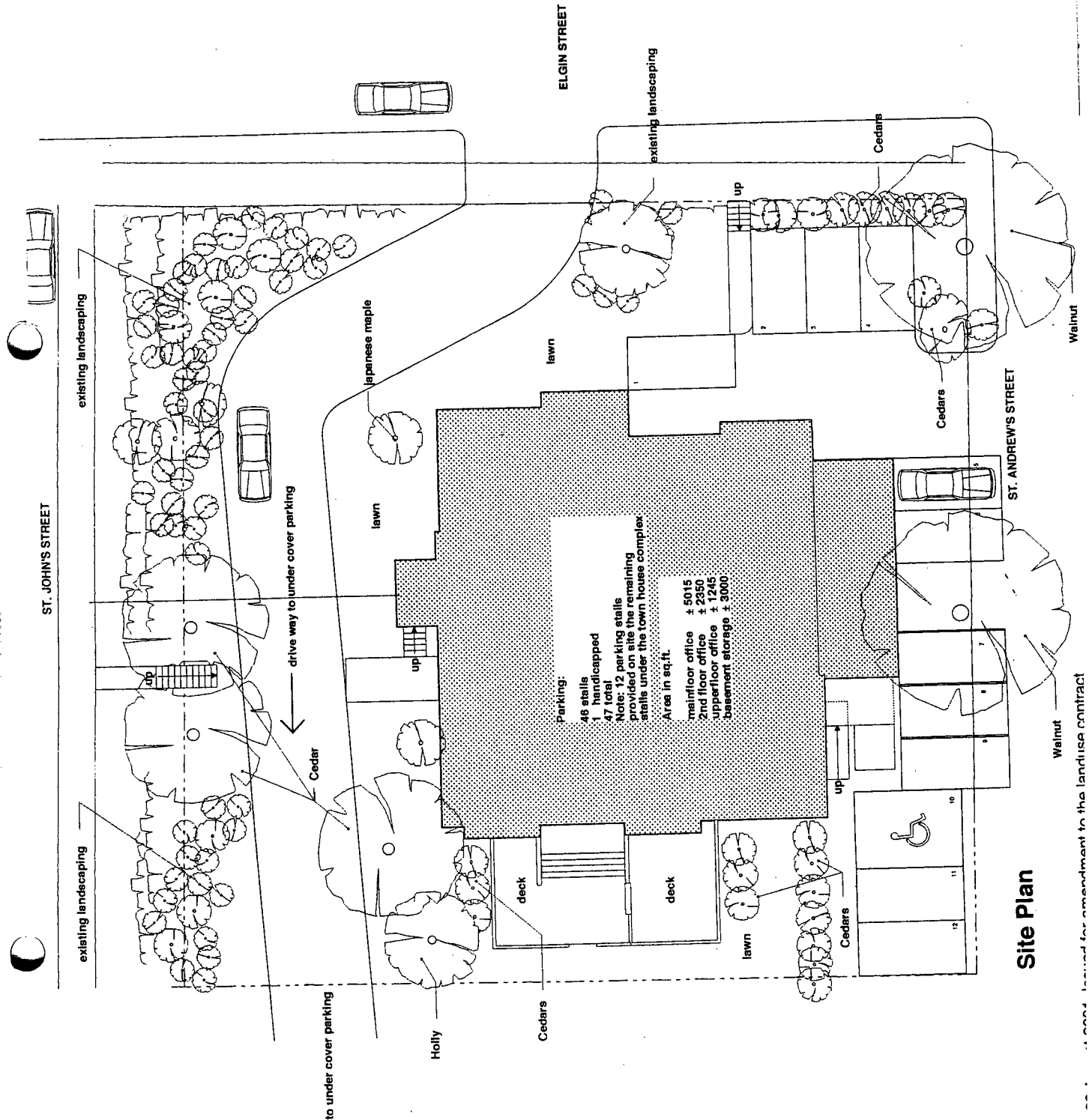
GENERAL NOTES:

1. Contractor shall verify all dimensions and conditions of site prior to construction. Consultant shall be informed of any variations from the conditions shown on the drawing.
2. All work shall be to the satisfaction of the City Engineer and the City Engineer shall have the right to require any necessary revisions.

REFERENCE NOTES:

REVISIONS

1. 28 August 2001: positive cover



Site Plan

... and issued for amendment to the land use contract

Applies only to 2227 St Johns Street



new screen around
 roof top mech.
 siding to match existing

North Elevation

GENERAL NOTES:

1. Contractor shall verify all dimensions and conditions on site prior to commencement of work. Consultant shall be informed of any variations from the dimensions and conditions as shown on this drawing.
2. All new work shall be in conformance with the B.C.B.C. 1998 edition and latest revisions.

REFERENCE NOTES

revisions

28 August 2001, Issued for amendment to the landuse contract

Copyright Reserved. This drawing and design are and shall at all times remain the exclusive property of the Town of Kwantlen Architects Inc. and cannot be used or reproduced without written consent. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and shall be responsible for all dimensions and conditions on the job and the Architect shall be informed of any variations from the dimensions and conditions as shown on this drawing.

Drawing Title:
 North Elevation

Project Title:
 Row Residence (perry bld)

Client:
 J Fitzpatrick

Consultants:

Project Number: Scale: 1/8" = 1'-0"

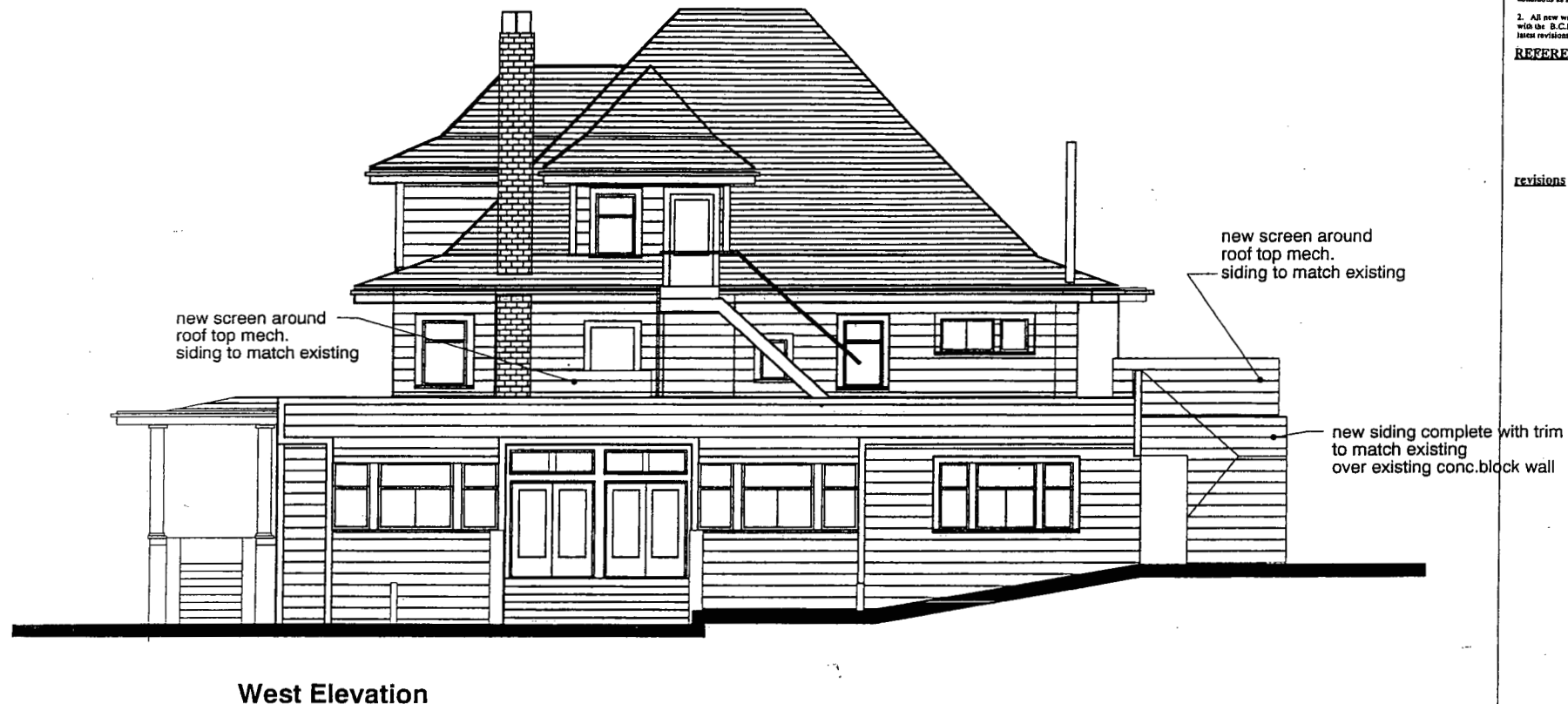
Date: 28 august 2001

Drawing No:

A-8

Applies only to 2227 St Johns Street

Schedule 3



GENERAL NOTES:

1. Contractor shall verify all dimensions and conditions on site prior to commencement of work. Contractor shall be informed of any variations from the dimensions and conditions as shown on this drawing.

2. All new work shall be in conformity with the B.C.B.C. 1998 edition and latest revisions.

REFERENCE NOTES

revisions

28 August 2001, Issued for amendment to the landuse contract

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Drawing Title:

West Elevation

Project Title:

Row Residence (perry bld)

Client:

J Fitzpatrick

Consultant:

Project Number:

Scale: 1/8" = 1'-0"

Date:

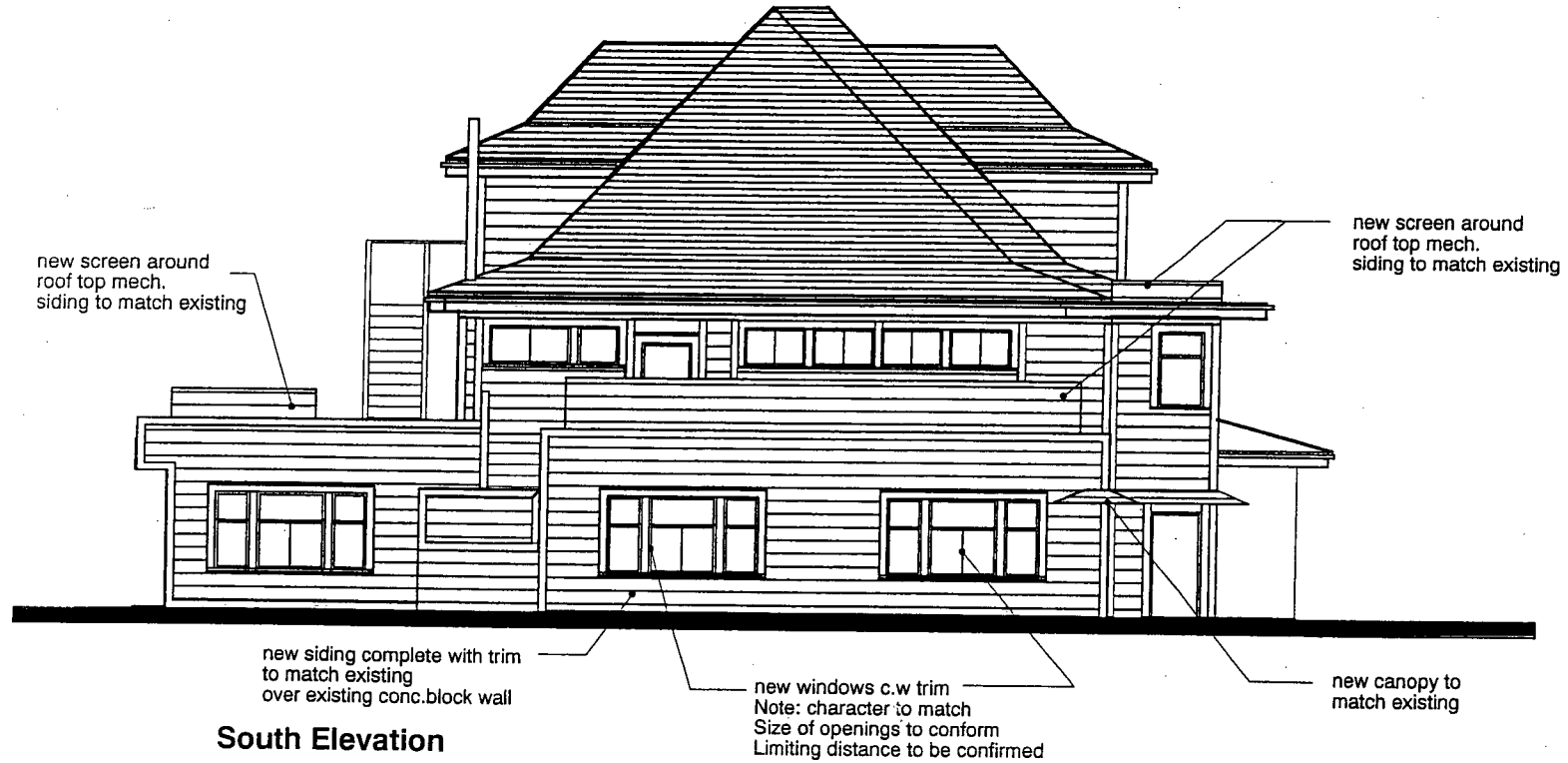
28 August 2001

Drawing No:

A-9

Applies only to 2227 St Johns Street

Schedule 4



South Elevation

GENERAL NOTES:

1. Contractor shall verify all dimensions and conditions on site prior to commencement of work. Consultant shall be informed of any variations from the dimensions and conditions as shown on this drawing.
2. All new work shall be in conformance with the B.C.B.C. 1998 edition as latest revisions.

REFERENCE NOTE

revisions

28 August 2001, Issued for amendment to the landuse contract

Copyright Reserved. This drawing and design are and shall at all times remain the exclusive property of the Hewitt & Kwanich Architecture Inc. and cannot be used or reproduced without written consent. Written dimensions shall have precedence over verbal dimensions. Contractors shall verify and shall be responsible for all dimensions and conditions on the job and the Architect shall be informed of any variations from the dimensions and conditions as shown on this drawing.

Drawing Title:
 South Elevation

Project Title:
 Row Residence (perry bld)

Client:
 J Fitzpatrick

Consultants:

Project Number: Scale: 1/8" = 1'-0"

Date: 28 august 2001

Drawing No:

A-10

Applies only to 2227 St Johns Street

Schedule 5



East Elevation

GENERAL NOTES:

1. Contractor shall verify all dimensions and conditions on site prior to commencement of work. Consultant shall be informed of any variations from the dimensions and conditions as shown on this drawing.
2. All new work shall be in conformance with the B.C.B.C. 1998 edition and latest revisions.

REFERENCE NOTES:

revisions

28 August 2001, Issued for amendment to the landuse contract

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This drawing and design are and shall at all times remain the exclusive property of the Hewitt + Kwanitsky Architects Inc. and cannot be used or reproduced without written consent. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and shall be responsible for all dimensions and conditions on the job and the Architect shall be informed of any variations from the dimensions and conditions as shown on this drawing.

Drawing Title:

East Elevation

Project Title:

Row Residence (perry bld)

Client:

J Fitzpatrick

Consultant:

Project Number:

Scale: 1/8" = 1'-0"

Date:

28 August 2001

Drawing No:

A-11

CITY OF PORT MOODY

BYLAW NO. 1966

A BYLAW TO AMEND A LAND USE CONTRACT

WHEREAS Section 982 of the Municipal Act empowers the amendment of a land use contract by bylaw, with the agreement of the owner of the affected parcel;

AND WHEREAS Council and the owner of the parcel described in this Bylaw have agreed that the land use contract referred to herein should be amended;

AND WHEREAS Notice of a Public Hearing to be held in the Council Chamber of Kyle Centre on MONDAY, MARCH 20, 1989 at 7:00 P.M. was published in issues of the "NEWS" Newspaper on Wednesday, March 8, 1989 and Wednesday, March 15, 1989;

AND WHEREAS the said Public Hearing was held at the time and place aforementioned;

NOW THEREFORE, the 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 Land Use Contract No. 1, 1978, Authorization Bylaw No. 1386, Amendment Bylaw No. 1, 1989", No. 1966.

2. AMENDMENT

Land Use Contract Authorization Bylaw No. 1386, registered in the New Westminster Land Title Office under No. P90092 on September 15, 1976 (the "Land Use Contract") is amended in respect of the following parcel:

Strata Plan NW2740,
Block 2, District Lot 202,
Group One, New Westminster District
Plan 75614

by addition of the following provision as Section (F) of the Land Use Contract:

"Notwithstanding any other provision of this Land Use Contract, the additions specified in Schedule "A" to "Land Use Contract No. 1, 1978 Authorization Bylaw No. 1386", may be constructed to the building located on:

Strata Plan NW2740,
Block 2, District Lot 202,
Group One, New Westminster District
Plan 75614

on the date of adoption of that Bylaw."

3. SCHEDULES

Schedules "A-1" to A-5" shall be added to and form part of the Land Use Contract.

4. REGISTRATION

The Mayor and Clerk are authorized to execute all documents and do all things necessary for registration in the Land Title Office of the amendment to the Land Use Contract provided for in this Bylaw.

READ A FIRST TIME THE 27TH DAY OF FEBRUARY, 1989.

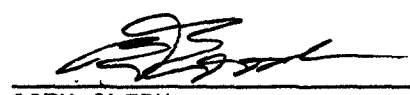
READ A SECOND TIME THE 27TH DAY OF FEBRUARY, 1989.

APPROVED BY THE MINISTRY OF TRANSPORTATION & HIGHWAYS THE 18TH DAY OF APRIL, 1989.

READ A THIRD TIME THE 8TH DAY OF MAY, 1989.

RECONSIDERED AND FINALLY ADOPTED THE 14TH DAY OF JUNE, 1989.


MAYOR


CITY CLERK

I HEREBY CERTIFY THAT the above is a true copy of Bylaw No. 1966 of the City of Port Moody.

CITY CLERK

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

WHEREAS by By-law No. 1380 of the City of Port Moody, dated the 20th day of March, 1978, the area of lands described as:

Lots 11, 12, E $\frac{1}{2}$ - 13, W $\frac{1}{2}$ - 13 and 14, Block 2 District Lot 202 Group One Plan 55, New Westminster District.

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

AND WHEREAS by By-law No. 1380 of the City of Port Moody, dated the 20th day of March, 1978, the City was authorized to enter into a Land Use Contract with the Owner for the use and development of the said Development Area, pursuant to the provisions of the "Municipal Act";

AND WHEREAS notice of the Public Hearing to be held by the Council of The City of Port Moody, in the Council Chamber of the Public Safety Building, 2718 St. John's Street, Port Moody, B.C., on the 19th day of April, 1978, at the hour of 7:30 P.M., was published in the issues of the "Columbian" Newspaper, dated Wednesday, April 12, 1978 and Thursday, April 13, 1978.

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

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

1. TITLE

This By-law may be cited for all purposes as "City of Port Moody Land Use Contract No. 1, 1978 Authorization By-law, 1978, No. 1386.

2. APPROVAL OF CONTRACT

The Land Use Contract attached hereto and marked Schedule "A" is hereby adopted by the Council of the City of Port Moody.

READ A FIRST TIME this 1st day of MAY, 1978.


READ A SECOND TIME this 1st day of MAY, 1978.

READ A THIRD TIME this 1st day of MAY, 1978.

RECONSIDERED AND FINALLY ADOPTED this 19th day of JUNE, 1978



Mayor



Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1386 of the City of Port Moody.

Municipal Clerk

LAND USE CONTRACT NO. 1, 1978 This Agreement made the 31st day of

August, 1978.

BETWEEN:

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

(Hereinafter called the "City")

OF THE FIRST PART

AND:

Primill Enterprises Ltd., a corporate body,
carrying on business at 180 Esplanade West,
in the City of North Vancouver, in the
Province of British Columbia

(Hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS

- (a) Upon the application of an owner of land within a development area the City pursuant to Section 702A of the Municipal Act, R.S.B.C., 1960, Chapter 255 and amendments thereto (hereinafter called the Act) may by By-law, notwithstanding any By-law of the City or 712 or 713 of the Act enter into a Land Use Contract, containing such terms and conditions for the use and development of the land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the Land Use Contract.
- (b) The Act requires that the City Council consider the criteria set out in Sections 702⁽²⁾ and 702A(1) in arriving at the terms conditions and considerations contained in a Land Use Contract;
- (c) The Owner has presented to the City its scheme of use and development of the lands described herein, that would be in contravention of the By-laws of the City or Section 712 or 713 of the Act or both, and has requested that Council enter into this Land Use Contract (hereinafter called this Contract) under the terms, conditions and for the consideration hereinafter set forth.
- (d) The Council, after having given due regard to the considerations set forth in Section 702 and 702A (1) of the Act, has agreed to the terms and conditions and considerations herein contained.
- (e) The Owner acknowledges that it is fully aware of the provisions and limitations of Section 702A of the Act and the City and the Owner mutually acknowledge and agree that the City cannot enter into this contract until the Council has held a Public Hearing thereon, in the manner prescribed by law as duly considered and representations made and the opinions expressed at such a Hearing and unless two thirds of all members of Council present vote in favour of the City entering into this contract.

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

.... /2

The block contains several handwritten signatures. On the left, there is a large, stylized signature that appears to be 'JY'. To its right, there is a circular signature. Further right, there is a signature that looks like 'JH'. Below the 'JY' signature, there is another signature that is partially obscured and looks like 'JH'.

1. Definitions

- (a) The definitions of words and phrases contained in the City's Zoning By-law, 1974 No. 1204 shall apply to words and phrases used herein.
- (b) "Works" shall be construed as meaning all improvements to be constructed on the lands under the terms of this Contract, including all roads, walkways, utilities and services and all external and internal improvements to the building situate on the land.

2. Ownership and consent

The Owner is the registered owner of the following parcels of land in the City of Port Moody in the Province of British Columbia:

Lots 11, 12, E½ 13, Block 2, District Lot 202, Group 1, Plan 55, New Westminster District, (Hereinafter called "The Lands").

The Owner is also the lessee under a registered lease Agreement for a term of ten years, commencing on 9th day of June, 1978, covering the adjacent lands, situated in the City of Port Moody, which form part of the Development area:

West half of Lot 13 and Lot 14, Block 1, District Lot 202, Group 1, Plan 55, New Westminster District, (Hereinafter called the "Leased Lands")

The Owner has obtained the consent of all persons having a registered interest in the land and the leased lands to the use and development set forth herein.

3. Proposed Consolidation

The lands shall be consolidated into a single parcel at the expense of the owner.

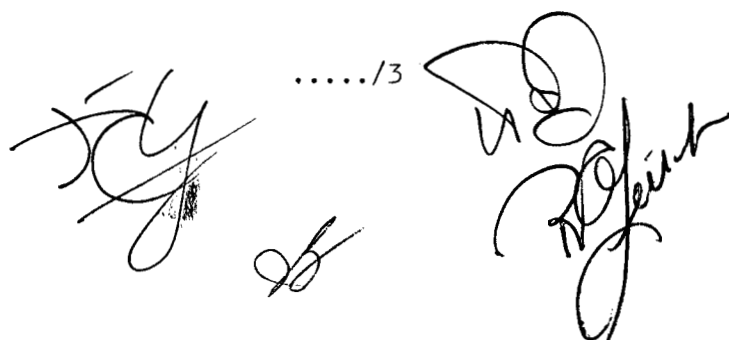
4. The following Maps, Plans and Schedules marked at Schedule "A" are attached to form part of this contract.

<u>Plan No.</u>	<u>Description</u>
S - 01	Site Parking and landscaping plan
B - 01	Basement Floor Plan
B - 02	Main Floor Plan
B - 03	Mid Floor Plan
B - 04	Top Floor Plan
E - 01	Schedule of Exterior Finishes

5. Owner's Covenant

In consideration of the premises and of the City entering into this Contract with the Owner, the Owner covenants and agrees with the City to develop the proposed works in accordance with the terms and conditions contained in this Contract and to be bound by, comply with and to fully perform each

...../3



5. Owner's Covenant (Continued)

and every term, condition, provision, stipulation and covenant on its part to be performed in this Contract.

6. Development of Lands

(a) Permitted Uses of Land, Building and Structures

The following uses and no others shall be permitted:

The existing building on the lands consisting of three stories, plus a basement area with a ceiling height of eight feet 0 inches, with additions as shown on Drawing Numbers B-01, B-02, B-03 and B-04 for purposes of a restaurant and administrative offices, with accessory parking as normally permitted in the Service Commercial Zone (CS-1) of the City of Port Moody.

The office space provided shall be for corporate purposes only and shall not be provided as rental accommodation for other parties.

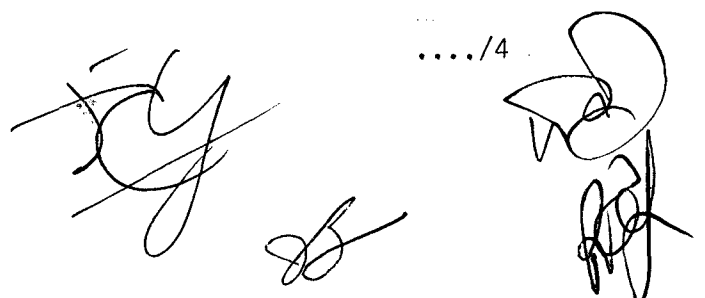
(b) Size, Shape, Siting of Buildings and Structures

All buildings and structures on the said lands shall maintain the existing siting except where alterations are proposed as shown on plans B-01, B-02, B-03 and B-04.

(c) Alterations and Improvements

The immediate structural improvements and maintenance shall be carried out in respect to the building on the lands.

- i) replacement of decayed support members of exterior porches with a new and adequate foundation to be installed where required.
- ii) All exterior stairs and balustrades shall be replaced in total.
- iii) The exterior wooden fire escape at the south corner, which leads from the second floor shall be replaced.
- iv) Replacement of all deteriorated wooden members that adjoin masonry or brickwork.
- v) Replacement of decayed beams and columns in the basement area.
- vi) Repair or replacement of both westerly and easterly fireplace chimneys.
- vii) Removal of all decayed roof shingles prior to the installation of a new shake roof.
- viii) Replacement of plumbing in areas where deterioration has become evident.



6. Development of Lands (Continued)

- ix) All alterations and improvements shall be carried out under the direction of the City Building Inspector and shall comply with the requirements of By-laws in force.

Where detailed structural drawings are required by the Building Inspector, these drawings shall be submitted for approval prior to any construction. Due consideration shall be given at all times for the preservation of the historical significance of the main structure.

7. Staff Parking

The Owner shall provide to the City prior to occupancy a copy of a lease agreement providing for staff parking on private land, providing a minimum of ten spaces for a term of not less than ten (10) years.

8. Aesthetic Quality of Buildings and Structures

Exterior finishes shall be as existing and refinished by painting or other means as described in attached Schedule A.

9. Development and Landscaping of the Lands

Landscaping and grading details shall be constructed and approved in conformity with Plan S - 01. All existing landscaping shall be trimmed and upgraded to a condition satisfactory to the City Parks and Recreation Director.

Additional planting shall be improved by and installed to the satisfaction of the City Parks and Recreation Director and located in conformity with Plan S - 01.

10. Inspections

The City Engineer, Building Inspector or their authorized agents are hereby authorized to enter the lands and premises for the purpose of the administration and enforcement of this Land Use Contract.

11. Health Regulations

At all times during alterations and construction and prior to final approval, all matters related to health shall be approved by and constructed in conformance with the requirements of the local Health Authorities.

12. Maintenance of Buildings and Structures

General maintenance of all buildings and structures shall be carried out to insure a continuing pleasing aesthetic appearance and to provide for the safety of the occupants in a manner satisfactory to the Building Inspector.

.... /5

Handwritten signatures and initials at the bottom of the page. On the left, a signature that appears to be 'JY' with a large flourish. In the center, the initials 'JB'. On the right, a large, stylized signature that looks like 'WAB' or 'WAB' with a flourish, and below it, another signature that looks like 'JF'.

13. Municipal Services, Works and Utilities

All utilities, including water, sanitary sewer, storm sewer and domestic gas shall be placed underground and provided in accordance at locations shown on Drawings submitted to and approved by the City Engineer prior to construction and constructed in accordance with the requirements contained in By-laws provided for such installations.

14. Department of Highways Approval

The Owner shall make application and receive approval from the Department of Highways for all areas of access related to the said property and such approval be granted prior to the issuance of an occupancy permit.

15. Signs

Signs shall be permitted in accordance with Section 402 of the City of Port Moody's Zoning By-law, 1974, No. 1204, with the proviso that all signs be reflective of the tone of the building and complimentary to its historical heritage.

All proposed sign designs shall be submitted to the City Design Panel for examination.

16. Heritage Designation

The building on the lands may be selected by the City to be considered for designation as a Heritage Building.

The Owner covenants and agrees that he is aware of the City's intention to make such application and concurs with this application. In the event that the building is designated a Heritage Building, the owner covenants and agrees that he will not seek compensation from the City for any loss or damage arising from such designation.

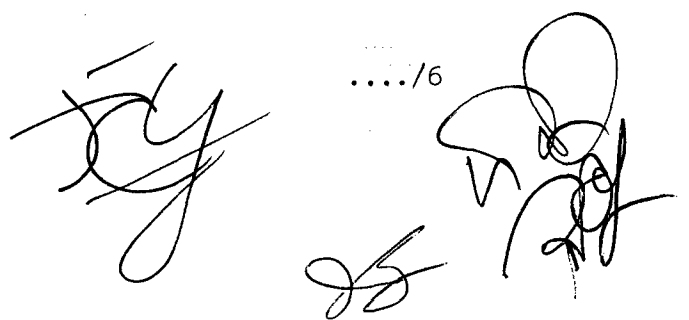
17. Amendments

This Land Use Contract may be amended for minor alterations to plans and specifications by mutual written consent of both parties.

18. Additional Owners Covenants

- (a) The Owner covenants and agrees that he will commence construction in conformity with the terms and conditions of this Land Use Contract within the period of three months from the date of its execution and shall complete all such works undertaken within a period of eighteen months from commencement of construction.
- (b) The Owner further covenants and agrees that he shall not during construction nor after completion, remove or deliberately injure any trees that are shown existing or placed on Drawing No. - 01, nor shall alter any finished gradients as shown on Drawing No. S - 01 without prior written consent of the City.
- (c) The Owner further covenants and agrees with the City that it will reimburse the City for all legal fees and costs incurred by the City in drawing up and executing this document.

...../6




18. Additional Owners Covenants (Continued)

- (d) The Developer covenants to save harmless and effectually indemnify the Municipality against:
- (i) All actions and proceedings, costs, damages claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - (iii) All expenses and costs which may be incurred by reasons of liens for non-payment of labour or materials, Worker's Compensation Assessments, Unemployment Insurance, Federal or Provincial Tax, check off and encroachment owing to mistakes in survey.

19. Security for Completion of Works and Security for Due Performance

- (a) As security for due and proper performance of this contract and the covenants and agreements herein contained, the Owner has deposited with the City, prior to the execution of this document, a Cash Deposit or Irrevocable Letter of Credit drawn by a Canadian Chartered Bank or other such financial security that is mutually acceptable to the City and the owner in the total amount of 100% of estimated construction costs. The amount of posted security shall be reduced on a regular basis as the said works have been completed to the satisfaction of the City.
- (b) The period of deposit or expiry date of Letters of Credit or other financial security, shall be a minimum period of nineteen months from the execution date of this document, or upon receipt of a completion certificate.
- (c) The Owner agrees that if the works are not completed pursuant to the provisions of this Contract and within the time set out aforesaid, the City may complete the works at the cost of the Owner and deduct from the deposit held by the City the costs of such completion, and the balance of the deposit shall be returned to the Owner, less any administration fees required. If there is insufficient money on deposit with the City, then the Owner shall pay such deficiency to the City immediately upon receipt of the City's bill for completion. It is understood that the City may do such work either by itself or by contractors employed by the City. If the works are completed as herein provided and the completion of such works is verified by a letter from the City Engineer to the City certifying completion pursuant to this Contract and further verified by site inspection, then the deposit shall be returned to the Owner.

..../7

The bottom of the page features several handwritten signatures and initials. On the left, there is a large, stylized signature that appears to be 'JCY'. To its right, there are several smaller, more complex signatures and initials, including one that looks like 'W' and another that is a cursive 'J' or 'L'. The handwriting is in black ink on a white background.

20. Destruction by Fire

In the event of a fire causing demolition of the building to the extent of 70% of its value above the foundation, the Owner shall have the opportunity of rebuilding the building in accordance with this Land Use Contract. Such works shall be commenced within three months and completed within eighteen months.

21. Additional Fees

In addition to the security deposit referred to in Section 19 the Owner further agrees and undertakes to pay:

- a) All applicable permit fees
- b) All Administration fees and legal fees in respect to the negotiation, preparation and registration of this Contract
- c) The cost of connecting all utilities and services
- d) All arrears of taxes outstanding against the lands and all current taxes levied or to be levied on the lands on the basis and in accordance with the Assessment and Collector's Roll Entry.
- e) All engineering inspection fees related to the construction of services.

22. Attachment to Title

This Contract shall have the force and effect of a restrictive covenant running with the land and shall be registered in the Land Registry Office, New Westminster, British Columbia, by the City of Port Moody.

23. Covenants of the City

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

24. Warranties

It is understood and agreed that the City and the Owner, each to the other, have made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner, other than those contained in this Contract.


25. This Contract shall inure to the benefit of and be binding upon the Owner, his successors and assignees, and upon the City, its successors and assignees. This Contract shall not be assigned to any third party without prior written consent of the City.

.... /8

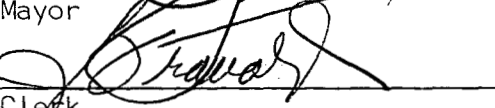
Handwritten signatures and initials in black ink, including a large signature on the left and several initials on the right.

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

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

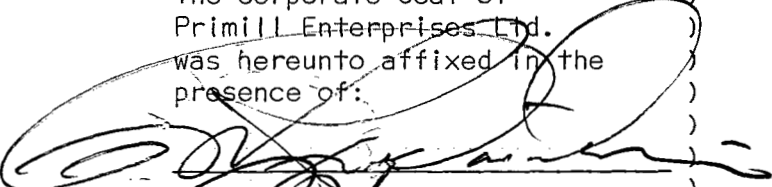


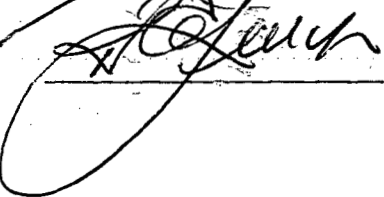
Mayor)



Clerk)

The Corporate Seal of)
Primill Enterprises Ltd.)
was hereunto affixed in the)
presence of:)




_____)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 31 day of August, 19 78,
at North Vancouver in the Province of British Columbia,
W. Rex Davidson ~~(whose identity has been proved by the~~
~~evidence on oath of~~ me ~~who is)~~ personally known
to me, appeared before me and acknowledged to me that he is the President
of PRIMILL ENTERPRISES LIMITED, and that he is
the person who subscribed his name to the annexed instrument as President
of the said Company and affixed the
seal of the said Company to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at North Vancouver
in the Province of British Columbia, this 31 day of August one thousand nine hundred
and Seventy-eight

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

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

on I HEREBY CERTIFY that, on the 14th day of September, 19 78,
at Port Moody in the Province of British Columbia,
John Broholm ~~(whose identity has been proved by the~~
~~evidence on oath of~~ me ~~who is)~~ personally known
to me, appeared before me and acknowledged to me that he is the City Clerk
of City of Port Moody, and that he is
the person who subscribed his name to the annexed instrument as City Clerk
of the said City and affixed the
seal of the City to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Port Moody
in the Province of British Columbia, this 14th day of September one thousand nine hundred
and 78

[Signature]
~~A Notary Public in and for the Province of British Columbia~~
A Commissioner for taking affidavits for British Columbia

SCHEDULE A
EXTERIOR FINISHES

Roof:	asphalt shingles
Chimneys:	as existing, red brick
North Elevation:	Exposed Foundation: new split-face concrete block (natural) on concrete foundation
	Siding: as existing and new as existing, painted beige
	Windows/Doors: as existing and new as existing, frames and mullions painted white
	Trim: as existing and new as existing, painted white
	Columns: as existing, painted white
	Lattice: painted white
West Elevation:	Exposed Foundation: new split-face concrete block (natural) on concrete foundation
	Siding: as existing and new as existing, painted beige
	Windows/Doors: as existing and new as existing, frames and mullions painted white
	Trim: as existing and new as existing, painted white
	Lattice: painted white
	Kitchen Addition: new split-face concrete block (natural) on concrete foundation
South Elevation:	Exposed Foundation: new split-face concrete block (natural) on concrete foundation
	Siding: as existing and new as existing, painted beige
	Windows/Doors: as existing and new as existing, frames and mullions painted white
	Trim: as existing and new as existing, painted white
	Lattice: painted white
	Kitchen Addition: new split-face concrete block (natural) on concrete foundation
East Elevation:	Exposed Foundation: new split-face concrete block (natural) on concrete foundation and existing cinder-block
	Siding: as existing and new as existing, painted beige
	Windows/Doors: as existing and new as existing, frames and mullions painted white
	Trim: as existing and new as existing, painted white
	Columns: as existing, painted white
	Kitchen Addition: new split-face concrete block (natural) on concrete foundation