

8/17/77 12:12

N69222

Application for form "C"

MODIFICATION OF LAND USE CONTRACT N723

Date: 1977 *11/17* of Interest: *with priority over* Land Use Contract: *M121704*

Declared Value: *N/A* Disposition of C/T: *ISO*

Please See: *N/A* Agent: *ANTHONY McEWEN*

at: *Barriester & Solicitor*

Address: *204-20559 Fraser Highway*

Langley, B.C. V3A 4G3

CONTRACT N723

M121704

N 69222

Passed by Deputy 15/77

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
 LAND USE CONTRACT NUMBER 36A

THIS AGREEMENT made the 5th day of June A.D. 1977;

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
 (hereinafter called "the Municipality")

OF THE FIRST PART

AND:

** N724E to N749E*

N723 with part of N5565C, Indicia

SPRINGFIELD DEVELOPMENT CORP., a body corporate duly incorporated under the laws of the Province of British Columbia and having its registered office at #702, 1055 West Georgia Street, in the City of Vancouver, Province of British Columbia
 (hereinafter called "the Developer")

HH

OF THE SECOND PART

WHEREAS the Parties entered into a Land Use Contract dated the 5th day of January, 1977, which was duly registered in the Land Registry Office in the City of New Westminster, in the Province of British Columbia on the 6th day of January, 1977 under Number N 723 hereinafter called Land Use Contract No. 36 which said contract permitted the Developer to create a residential development on the lands described as Lots 69 to 198 of the NW $\frac{1}{4}$ Section 20 Township 13 Plan 51677 NWD.

AND WHEREAS the Developer and the Municipality have mutually agreed to amend the said Contract as described hereinafter;

AND WHEREAS the "Municipal Act" requires that the Municipal Council, in exercising the powers given by Section 702A, shall have due regard to the considerations set out in Section 702(2) and Section 702(1) in arriving at the use and development permitted by any land development contract and the terms, conditions and considerations thereof;

AND WHEREAS the Developer acknowledges that he is fully aware of the provisions and limitations of Section 702A of the "Municipal Act" and of the "Land Use Contract" Procedure By-Law, No. 1409 and amendments thereto and the Municipality and the Developer mutually acknowledge and agree that the Council of the Municipality cannot enter into this Contract until the Council has held a public hearing.

105.00 Jan 2

14 JUL 77

NEW WESTMINSTER

11700 - 1

MEMORANDUM OF REGISTRATION
 Registered 18th day of July 1977
 on application received at the time when the same was entered on the application.

(Amount Paid \$)

- 8 JUL 77

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thereon, in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such hearing, and unless at least two-thirds (2/3rds) of all of the members of the Council vote in favour of the Municipality entering into this Contract.

NOW THEREFORE this Contract witnesseth that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree that Land Use Contract No.36 shall be amended as follows:

A.

Uses:

- (i) Paragraph no. 4(b) is amended by deleting the words "Plans #1,5,6,7,8 and 9 annexed hereto" and substituting therefor the words "Plans #3A - 19A inclusive".

Subdivision:

- (ii) Paragraph no. 5(a) is amended by deleting the period at the end of the sentence and adding the following words: "PROVIDED THAT lots 70, 71, 72, 99, 145, 146, 162, 163, 164, 165, 166, 167, 194, 195, 196 and 197 of the land shall be subdivided in the manner shown and delineated on Plan #2A and lots 182 and 183 of the land shall be subdivided in the manner shown and delineated on Plan #1A.
- (iii) Paragraph no. 5(b) is amended by deleting the words appearing at the end of the sentence "those lots delineated and shown as strata lots on Plan #1, annexed hereto" and by substituting therefor the words "lots 87, 98, 160, 168 and 247."

Parking:

- (iv) Paragraph no. 6 of the Contract is amended by deleting the words "Plan #1, annexed hereto" and by substituting therefor the words "Plans #9A, 11A, 13A, 15A, 17A and 19A".

Construction:

- (v) Paragraph no. 7(a) is amended by deleting the words "Plans 5, 6, 7, 8 and 9, annexed hereto" and substituting therefor the words "Plans # 3A - 19A inclusive and 25A and 26A,".
- (vi) Paragraph no. 7(b) is amended by deleting the words "Plan #1, annexed hereto" and by substituting therefor the words "Plan #9A".
- (vii) Paragraph no. 7 is further amended by deleting subsection (c) thereof entirely.

Landscaping:

- (viii) Paragraph no. 9 is amended by deleting the words "Plan #4 annexed hereto" and by substituting therefor "Plans # 20A - 24A inclusive and 27A - 31A inclusive and 32A and 33A hereto."
- (ix) Paragraph no. 10 is amended by deleting the words "Plan #4" and substituting therefor the words "Plans # 20A - 24A inclusive and 27A - 31A inclusive and 32A and 33A."

Parks:

- (x) Paragraph no. 12 is amended by deleting the words at the end of the sentence "Plan #4" and by substituting therefor the words "Plans # 20A - 24A inclusive and 27A - 31A inclusive and 32A and 33A."

Off-Site Works and Utilities:

- (xi) Paragraph no. 13 is amended by adding the following subparagraphs at the end thereof:

"The Developer shall dedicate as road that portion of the land more particularly described in Road Exchange By-Law No. 1626 of 1977 of the Municipality."

"The Developer agrees that if the works are not completed and maintained pursuant to the terms of this Contract, then the Municipality may complete the works at the cost of the Developer and deduct from the deposit held by the Municipality the cost of such completion and the balance of the deposit shall be returned to the Developer, less any administration fees required. If there is insufficient money on deposit with the Municipality, then, the Developer will pay such deficiency to the Municipality, immediately upon receipt of the Municipality's bill for completion. It is understood that the Municipality may do such works either by itself or by Contractors employed by the Municipality."

- (xii) Paragraph no. 15 is amended by inserting after the words "Schedules "A" to "B" hereinbefore referred to" the words "and Plans #1A - 33A inclusive which are more particularly described in the Schedule of Plans attached hereto."

B. The list comprising three pages attached hereto under the designation "Schedule of Plans" is hereby incorporated into and made part of this Contract.

C. This Contract amends and supplements the said Land Use Contract 36 and is to form part of and have the same effect as though incorporated therein. The said Land Use Contract 36 is part of this amending Contract and is by this reference included herein except where inconsistent herewith as if all the provisions of the said Land Use Contract and this Contract were contained in one instrument and, unless otherwise herein expressly provided, or unless there is something in the subject matter or context hereof inconsistent herewith, the expressions use in this amending Contract shall have the same meaning as is subscribed to the corresponding expressions in the said Land Use Contract No. 36.

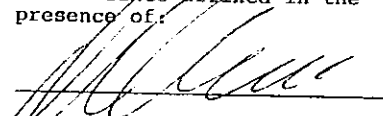
IN WITNESS WHEREOF the parties hereto have caused their Corporate Seals to be affixed hereto the date and year first above written.

THE CORPORATE SEAL of The)
 Corporation of the Township)
 of Langley was hereunto af-)
 fixed in the presence of:)

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THE CORPORATE SEAL of)
SPRINGFIELD DEVELOPMENT CORP.)
was hereunto affixed in the)
presence of:)



(Pres)

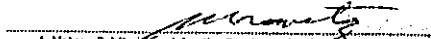
PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.

FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 8th day of June, 1977,
at Langley, in the Province of British Columbia,
~~NICHOLAS HOOLSEMA~~ Nicholas Hoolsema, ~~who is personally known to me,~~
appeared before me and acknowledged to me that he is the President of
SPRINGFIELD DEVELOPMENT CORP., and that he is the person
who subscribed his name to the annexed instrument as President of the said
SPRINGFIELD DEVELOPMENT CORP. and affixed the seal of the
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 Langley in the Province of
British Columbia, this 8th day of June
one thousand nine hundred and seventy-seven.



A Notary Public in and for the Province of British Columbia

NOTE - WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

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LAND USE CONTRACT NO. 36A

SCHEDULE OF PLANS

Plan No.

- 1A Titled Subdivision Plan of Lots 182 and 183
Dated April 1st, 1977.
By R.P. Justice & Associates
- 2A Titled Subdivision Plan of Lots 70, 71, 72, 99, 145,
146, 162, 163, 164, 165, 166, 167, 194, 195, 196 and
197
Dated March 14th, 1977
By R.P. Justice & Associates
- 3A Titled Colour Schemes for 139 Houses at Spring Village,
Aldergrove, B.C.
Not-dated
By Pacific Design Service
- 4A Perspective View - Type "A"
Not-dated
By
- 5A Perspective View - Type "B"
Not-dated
By
- 6A Perspective View - Type "C"
Not-dated
By
- 7A Perspective View - Type "D"
Not-dated
By
- 8A Perspective View - Type "E"
Not-dated
By
- 9A Titled Site Plan Locating 139 Houses Sheet 1 of 6
Dated March '77
By Pacific Design Service
- 10A Titled Alternate Exterior Elevations - Type "A"
Dated March '77
By
- 11A Titled Floor Plan Type "A" Sheet 2 of 6
Dated March '77
By Pacific Design Service

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SCHEDULE OF PLANS CONTINUED

- 12A Titled - Alternate Exterior Elevations - Type "B" units
Dated March '77
By
- 13A Titled - Floor Plan Type "B" Sheet 3 of 6
Dated March '77
By Pacific Design Service
- 14A Titled - Alternate Exterior Elevations - Type "C" Units
Dated March '77
By
- 15A Titled - Floor Plan Type "C" Sheet 4 of 6
Dated March '77
By Pacific Design Service
- 16A Titled - Alternate Exterior Elevations - Type "D" Units
Dated March '77
By
- 17A Titled - Floor Plan Type "D" Sheet 5 of 6
Dated March '77
By Pacific Design Service
- 18A Titled - Alternate Exterior Elevations - Type "E" Units
Dated March '77
By
- 19A Titled - Floor Plan Type "E" Sheet 6 of 6
Dated March '77
By Pacific Design Service
- 20A Titled - Planting Plan Drawing 1 of 3
Dated April 1977
By Hunter, Laird Engineering Ltd.
- 21A Titled - Planting Plan Drawing 2 of 3
Dated April 1977
By Hunter, Laird Engineering Ltd.
- 22A Titled - Planting Plan Drawing 3 of 3
Dated April 1977
By Hunter, Laird Engineering Ltd.
- 23A Titled - Foundation Planting Plan Number 1 of 2
Dated May 1977
By
- 24A Titled - Foundation Planting Plan Number 2 of 2
Dated May 1977
By

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SCHEDULE OF PLANS CONTINUED

- 25A Titled - Colour Schemes (Samples on Card Board)
Not-dated
By
- 26A Titled - Colour Schemes (Samples on Card Board)
Not-dated
By
- 27A Peter Pole Playground Equipment No. 26
Not-dated
By Permanent Pole Ltd.
- 28A Not-titled
Not-dated
By Permanent Pole Ltd.
- 29A Titled - Peter Pole Playgound Equipment No. 39
Dated RECEIVED May 4 1977
By Permanent Pole Ltd.
- 30A Titled - Fence Detail #2
Dated RECEIVED May 4, 1977
By
- 31A Titled - Fence Detail #1
Dated RECEIVED May 4, 1977
By
- 32 Type written sheet Titled Shrubs and Gound Covers
Not-dated
By
- 33 Type written sheet Titled Trees
Not-dated
By

The above mentioned Plans shall be deposited with the Municipality and remain on file at the Municipal Hall after having been initialled by the parties hereto.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
LAND USE CONTRACT NUMBER 36A

C O N S E N T

KNOW ALL MEN BY THESE PRESENTS THAT:

HELLER-NATOFIN (WESTERN) LTD., a body corporate duly registered pursuant to the Companies Act as an extra-provincial company, of Suite 1280, 777 Hornby Street, Vancouver, British Columbia, being the holder of a charge by way of Mortgage, registered at the Land Registry Office in the City of New Westminster, under number M121704 against ALL AND SINGULAR that certain parcel or tract of land and premises being in the Municipality of Langley, in the Province of British Columbia, known and described as:

Lots 69 to 198 of the North West Quarter Section 20
Township 13 Plan 51677 New Westminster District

In consideration of the sum of One (\$1.00) Dollar hereby agree and consent to the registration of the Land Use Contract amending Land Use Contract Number 36, made between the registered owner of the said lands and The Corporation of the Township of Langley, which shall have the force and effect of a Restrictive Covenant running with the land and against the aforementioned land in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

DATED this 7th day of June, 1977.

THE COMMON SEAL OF)
HELLER-NATOFIN (WESTERN))
LTD. was hereunto af-)
fixed in the presence)
of:)

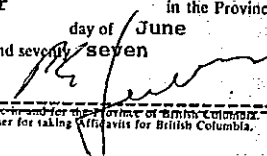

Vice President

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Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 20 day of June, 19 77
 at Vancouver, in the Province of British Columbia,
 ROBERT J. EVERETT, (whose identity has been proved by the evidence on
~~oath~~, who is personally known to me,
 appeared before me and acknowledged to me that he is the Assistant Vice-President of
 HELLER-NATOPIN (WESTERN) Ltd., and that he is the person
 who subscribed his name to the annexed instrument as Assistant Vice-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 Vancouver in the Province of
 British Columbia, this 20 day of June
 one thousand nine hundred and seventy seven


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