

K 21157

DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

THIS AGREEMENT made the 20th day of February
A.D. 1974

BETWEEN: DISTRICT OF COQUITLAM
(Hereinafter called the "Municipality")

OF THE FIRST PART

AND: NORTH ROAD HOUSING CO. LTD.
(Hereinafter called the "Developer")

MEMORANDUM OF REGISTRATION

OF THE SECOND PART

Registered the 27 day of Feb., 19 74
on application received at the time written
or stamped on the application.

WHEREAS the Municipality, pursuant to Section 702A of the "Municipal Act" may, notwithstanding any By-law of the Municipality or Sections 712 or 713 of the "Municipal Act", upon the application of an owner of land within a Development Area designated as such by By-law of the Municipality, enter into a Land Use Contract containing such terms and provisions for the use and development of the land as may be mutually agreed upon, and thereafter the use and development of that land shall be in accordance with such Land Use Contract;

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 702A(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 has presented to the Municipality a scheme of use and development of the described lands and premises and has made application to the Municipality to enter into this Land Use Contract under the terms, conditions, and for the considerations hereinafter set forth;

AND WHEREAS the Council of the Municipality, having given due regard to the considerations set forth in Section 702(2) and Section 702A(1) of the "Municipal Act", has agreed to the terms, conditions and considerations herein contained;

AND WHEREAS a Land Use Contract is deemed to be a Zoning By-law for the purposes of the "Controlled Access Highways Act", and the land is so situated as to be subject to such "Act", the approval of the Minister of Highways to the use set forth in this Agreement must first be obtained before the Municipality can enter into same;

AND WHEREAS a Land Use Contract may not deal with any portion of the land designated "Floodplain" on the Official Regional Plan until the said contract is approved by the Minister of Municipal Affairs.

AND WHEREAS the Developer acknowledges that he is fully aware of the provisions and limitations of Section 702A of the "Municipal Act", and the Municipality and the Developer mutually acknowledge and agree that the Municipality cannot enter into this Agreement until the Council has held a public hearing thereon, in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such hearing, and unless two-thirds of all the members of the Council vote in favour of the Municipality entering into this contract;

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AND WHEREAS this Agreement constitutes Schedule "A" to District of Coquitlam By-law No. 303;

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

1. In this Agreement, unless the context otherwise requires:

"Chief Building Inspector" shall be construed to mean and include the Chief Building Inspector for the Municipality, appointed from time to time by the Council of the Municipality, and his duly authorized assistants.

"Design Committee" shall be construed to mean and include Group B of the Advisory Planning Commission of the Municipality, appointed from time to time by the Council of the Municipality, pursuant to By-law No. 50, 1972.

"Engineering Director" shall be construed to mean and include the Engineering Director for the Municipality, appointed from time to time by the Council of the Municipality, and his duly authorized assistants, or such Consulting or other Professional Engineers as may be appointed to act for the Municipality.

"Parks and Recreation Director" shall be construed to mean and include the Parks and Recreation Director for the Municipality, appointed from time to time by the Council of the Municipality, and his duly authorized assistants.

"Planning Director" shall be construed to mean and include the Planning Director for the Municipality, appointed from time to time by the Council of the Municipality, and his duly authorized assistants or such Consultants as may be appointed to act for the Municipality.

2. The Developer is the registered owner of an estate in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of Coquitlam in the Province of British Columbia, and being more particularly known and described as:
 Lots A and B of Blocks 2 and 8 of Lot 378, Group 1, Plan 4403, H.W.D.; and Lots 76 and 77 of D.L. 378, Group 1, Plan 31775, H.W.D.
 (hereinafter called "the land").

3. The Developer has obtained the consent of all persons holding any registered interest in the land as set out in the Consents to the use and development set forth herein, which Consents are attached hereto.
4. The land, including the surface of water and any and all buildings, structures and improvements erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for no other purpose.
5. The land shall not be subdivided except in compliance with and according to the plan and particulars set out in Schedule "B" hereto, provided that minor amendments to the plan may be permitted and approved by the Engineering Director; any subdivision shall dedicate highways, walkways and parks as specified in Schedule "B".


Land Use Control

*K21157 25/2/74 The corporation of the
14:33 District of Coquitlam*

*Municipal Act
702A*

pat B

6. No building, structure or improvement shall be sited upon the land except in compliance with the site plans and particulars set out in Schedule "C" hereto, provided that minor amendments to the plans may be permitted and approved by the Planning Director, who may seek the advice of the Design Committee thereon.
7. Development shall proceed in the order of stages specified in Schedule "H" hereto.
8. All buildings and structures shall be constructed strictly in compliance with and according to the specifications, floor plans, elevation drawings and colour scheme set out in Schedule "D" hereto, provided, however, that minor amendments to the plans may be permitted and approved by the Chief Building Inspector, who may seek the advice of the Design Committee thereon.
9. All of the land, except for those portions of the land to be dedicated as park, walkways or highways as set out in Schedule "B" hereto, shall be provided by the Developer with landscaping and fences constructed, located and maintained in compliance with and according to the plans and specifications set out in Schedule "C", Schedule "D" and Schedule "E" hereto provided, however, that minor alterations to the plans may be permitted by the Planning Director, who may seek the advice of the Design Committee thereon.
10. All park and walkway areas to be dedicated pursuant to Section 5 shall be landscaped, developed and serviced with walkways, lighting and drainage in compliance with and according to the plans and specifications set out in Schedule "E", Schedule "F" and Schedule "G" hereto, provided that minor alterations to the plans may be approved by the Parks and Recreation Director.
11. The Developer covenants and agrees to pay for the entire cost of the completion of works set out in Section 10 hereto, and to complete the construction of all of the said works to the satisfaction of the Parks and Recreation Director by the 30th day of June, 1975. If, in the opinion of the Parks and Recreation Director, the work is not being carried out with due diligence, the Parks and Recreation Director may, in writing, order the Developer to employ, at the Developer's cost, additional workmen, machinery, tools, plant, equipment, materials, articles and things deemed necessary by the Parks and Recreation Director for the diligent advancement of the work, and the workmen so provided shall be subject to discharge by the Developer only with the consent of the Parks and Recreation Director.
12. All services, including electricity, gas, ornamental street lighting, water, sanitary sewers, storm drains, culverts, pavements, curbs, gutters, sidewalks other than those to be provided pursuant to Section 10 hereto, boulevards and street signs shall be provided, located, placed and constructed in compliance with and according to the plans and specifications set out in Schedule "G" hereto, provided, however, that minor alterations to the plans may be permitted and approved by the Engineering Director.

13. The Developer covenants and agrees to pay for the entire cost of the completion of the works set out in Section 12 hereto, and to complete the construction of all of the said works, to the satisfaction of the Engineering Director, by the 30th day of June, 1975. If, in the opinion of the Engineering Director, the work is not being carried out with due diligence, the Engineering Director may, in writing, order the Developer to employ, at the Developer's cost, additional workmen, machinery, tools, plant, equipment, materials, articles and things deemed necessary by the Engineering Director for the diligent advancement of the work, and the workmen so provided shall be subject to discharge by the Developer only with the consent of the Engineering Director.
14. As security to guarantee the due and proper performance by him of the works required to be done pursuant to Section 9, Section 10 and Section 12 hereto, the Developer shall and hereby undertakes and agrees to deposit with the Municipality sums of money by way of Letters of Credit, in the amounts, at the times, and upon the terms and conditions set out in Schedule "H" hereto. The Developer agrees that if the works required pursuant to Section 9, Section 10 and Section 12 are not completed and maintained in good order by the 30th day of June, 1975, 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. 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 work either by itself or by contractors employed by the Municipality. If the Developer completes the works as set out in this Agreement, then the Municipality shall return the deposit to the Developer subject to Section 19 hereto, and subject to the conditions specified in Schedule "H".
15. Forthwith upon the execution of this Agreement, but prior to registration of the Agreement pursuant to Section 702A(3) of the "Municipal Act", the Developer shall and hereby agrees and undertakes to deposit with the Municipality by certified cheque the sum of Nineteen Thousand Eight Hundred Dollars (\$19,800.00), in respect to inspection fees for the works required to be constructed pursuant to Section 10 and Section 12 hereto, and covering inspections for a period of one year from the date of registration of this Agreement. The Developer further agrees and undertakes that if construction of the works continues beyond this one year period, he shall pay additional inspection fees by certified cheque at the rate of One Thousand Four Hundred Dollars (\$1,400.00) per month in extensions of not less than three months each, for which the Municipality will make no rebate. After completion of the initial one year construction period, the Municipality may make a rebate to the Developer in respect to months where no construction occurred and no inspections were required, provided that:
- a) The Developer shall give the Municipality two weeks written notice of a temporary cessation of construction, and two weeks written notice of any re-commencement of construction.
 - b) The Developer shall give the Municipality two weeks notice of the final completion of construction.
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16. The Developer shall submit to the Municipality final reproducible as-built drawings of all services as constructed and as approved by the Engineering Director and the Parks and Recreation Director.
17. The Municipality covenants and agrees that upon satisfactory completion by the Developer of the works to be provided pursuant to Section 10 to the satisfaction of the Parks and Recreation Director, and of the works to be provided pursuant to Section 12 to the satisfaction of the Engineering Director, to provide the Developer with written acceptance of the said works, signed by the Parks and Recreation Director in respect to works pursuant to Section 10, and signed by the Engineering Director in respect to works pursuant to Section 12.
18. All works and services (save and except electrical distribution, gas and telephone), buildings, structures, pipes, fixtures, equipment, plants and things, and development constructed, placed or carried out upon property that is vested in the Municipality or located upon highways presently dedicated or upon park, walkways or highways required by this Agreement to be dedicated shall, upon acceptance thereof by the Municipality in writing, become the property of the Municipality, free and clear of any and all claims by the Developer and any person claiming through the Developer, and the Developer shall and hereby agrees to save harmless the Municipality from any and all such claims.
19. The Developer covenants and agrees to:
 - a) Maintain all of the works to be built pursuant to Section 10 hereto in complete repair for a period of one (1) year from written acceptance of the said works by the Parks and Recreation Director.
 - b) Maintain all of the works to be built pursuant to Section 12 hereto in complete repair for a period of one (1) year from written acceptance of the said works by the Engineering Director.
 - c) Remedy any defects appearing within a period of one (1) year from the date of acceptance by the Municipality of the works to be built pursuant to Section 10 and Section 12 hereto and to pay for any damage to other work or property resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents, or acts of God.
 - d) As security to guarantee the due performance by him of the covenants and agreements set out in subsections a), b) and c) to this Section, the Developer shall and hereby undertakes and agrees to deposit with the Municipality sums of money by way of Letters of Credit, in the amounts and upon the terms and conditions set out in Schedule "H" to this Agreement; the said monies shall be deposited with the Municipality upon acceptance by the Municipality of the works required to be built pursuant to Section 10 and Section 12, and shall be deposited prior to the release by the Municipality of the deposits made by the Developer pursuant to Section 14 in respect of the said works. The Developer agrees that if the said works are not maintained by him in complete repair for a period of one (1) year from the acceptance thereof by the Municipality, the Municipality may repair or replace the works at the cost of the Developer, and deduct from the deposit held by the Municipality the cost of such repair or replacement. If there is insufficient money on deposit with the Municipality, then the Developer will pay such deficiency to the

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Municipality immediately upon receipt of the Municipality's bill for repair or replacement. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality. Upon the expiry of one (1) year from the acceptance of the works by the Municipality, the Municipality shall return to the Developer any unused portion of the deposit.

20. Subject to Section 19 hereto, on the expiration of one (1) year from the date of acceptance, the Municipality shall become solely responsible for the operation, upkeep and maintenance of any works and services, buildings, structures, pipes, fixtures, equipment, plants and things accepted by it pursuant to Section 17.
21. It is understood and agreed that the intent of this Land Use Contract is that the Developer shall construct the works required pursuant to Section 12 hereto in fully completed form, according to the plans and specifications set out in Schedule "G" hereto, except that the Engineering Director may direct, prior to the acceptance of the said works, that the said works be varied, if, in the opinion of the Engineering Director, it is necessary to move or alter the said works to protect other works or utilities, or to ensure that the works required pursuant to this Agreement operate and function in a manner satisfactory to the Engineering Director; it is further agreed and understood that should the Engineering Director require the works to be so varied, the Developer shall, at his own expense, modify and reconstruct the works to the satisfaction of the Engineering Director.
22. The Developer covenants to save harmless and effectually indemnify the Municipality against:
 - a) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of any works pursuant to this Agreement.
 - b) 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 or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workmen's compensation assessments, unemployment insurance, Federal or Provincial Tax check-off and for encroachments owing to mistakes in survey.
23. The development of all buildings and structures shall be subject to the District of Coquitlam Building By-law, except that the Chief Building Inspector may issue building permits prior to the registration of the subdivision of the lots upon which the buildings are to be erected, and the Developer hereby agrees to apply for building permits as required by the Chief Building Inspector.
24. Except as provided in this Agreement, the within works and the development therein shall comply with all by-laws of the District of Coquitlam.

25. In addition to the security deposits referred to in Section 14 and Section 19 hereto, and inspection fees referred to in Section 15 hereto, the Developer further agrees and undertakes to pay:
- a) Permit fees for building permits required pursuant to Section 23; such fees to be paid by the Developer prior to issuance of said permits;
 - b) Legal costs to the Municipality of registering this Agreement in the Land Registry Office pursuant to the requirements of Section 702A(3) of the "Municipal Act"; such costs to be paid by the Developer immediately upon receipt of the Municipality's bill therefor;
 - c) The cost to the Municipality of inspecting water, storm sewer and sanitary sewer connections to each dwelling unit, at a total cost of Thirty Dollars (\$30.00) per dwelling unit, said costs to be paid in respect to each dwelling unit prior to the issuance of the building permit for that dwelling unit;
 - d) The costs to the Municipality of providing water connections from the existing water-main on Greene Street, at a rate of One Hundred and Thirty Dollars (\$130.00) per dwelling unit to be provided with such connection; said costs shall be paid prior to the issuance of the building permits for said dwelling units.
 - e) All arrears of taxes outstanding against the property herein described, and all current taxes levied or to be levied on the said lands on the basis and in accordance with the assessment and collector's roll entries; such taxes to be paid by the Developer forthwith upon demand by the Municipality.
26. The Municipality hereby covenants and agrees with the Developer to permit the Developer to perform all the said work upon the terms and conditions herein contained.
27. Notwithstanding any provisions of this contract hereinbefore contained, and notwithstanding the provisions of the District of Coquitlam Building By-law and of Section 714(k) of the "Municipal Act", the Developer covenants and agrees that no building or part thereof constructed on the said lands shall be occupied until such time as the Developer has received an occupancy permit in respect to that building from the Chief Building Inspector, and it is further agreed that the Building Inspector shall require a letter from a registered architect certifying that the building has been completed in compliance with and according to Schedule "p" hereto, and shall require the approval of the Engineering Director as to the satisfactory completion and maintenance of any works and services required to be provided pursuant to this Agreement, and pertaining to said building, prior to issuing such occupancy permit. The Developer agrees that he shall not sell, lease, transfer or convey any building upon terms allowing the occupation of said building prior to the issuing of an occupancy permit in respect to said building.
28. The Developer covenants and agrees with the Municipality that, except as provided in Section 5 and Section 18 hereto, he will not sell, assign, transfer, dedicate, lease, convey or otherwise dispose of all or any part of his interest in and to all or any part of the land and all or any part of the buildings, structures, improvements or things erected thereon, except in compliance with and according to Schedule "1" hereto or as otherwise agreed to by the Municipality, by Resolution of the Council of the Municipality.
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29. The said Schedules "A" to "I" hereinbefore referred to are hereby incorporated into and made part of this Agreement.
30. The Developer covenants and agrees that in the event that the development and works required to be provided pursuant to this Agreement have not been substantially completed in their entirety by the 30th day of June, 1975, the Planning Director may make application to the Council of the Municipality to rezone the land, or the Council may receive applications for a Land Use Contract pertaining to the land; the Council of the Municipality may thereupon call a Public Hearing subject to the requirements of Sections 703 and 704 of the "Municipal Act, and subsequent to such Public Hearing, Council may declare this Agreement to be null and void and enter into a Land Use Contract pertaining to the land or impose upon the land, by amendment of the "District of Coquitlam Zoning By-law" such regulations pursuant to Section 702(1) of the "Municipal Act" as the Council may deem appropriate, having due regard to the considerations set out in Section 702(2) of the "Municipal Act". The Developer undertakes and agrees that if the Council declares this Agreement null and void pursuant to this Section, that he shall consent to the discharge of that restrictive covenant pertaining to the land by virtue of the registration of this Agreement pursuant to Section 702A(4) of the "Municipal Act".
31. The Developer covenants and agrees that in the event that the development, works, obligations and undertakings required pursuant to this Agreement have been completed in their entirety, that the Planning Director may make application to the Council of the Municipality to rezone the land, and the Council may thereupon call a Public Hearing subject to the requirements of Sections 703 and 704 of the "Municipal Act", and subsequent to such Public Hearing, Council may declare this Agreement to be discharged, and impose upon the land, by amendment of the "District of Coquitlam Zoning By-law", such regulations pursuant to Section 702(1) of the "Municipal Act" as Council may deem appropriate, having due regard to the considerations set out in Section 702(2) of the "Municipal Act", and in particular the character of the buildings already erected, the peculiar suitability of the land for particular uses, and the conservation of property values. The Developer agrees and undertakes that if the Council declares this Agreement to be discharged pursuant to this Section, that he shall consent to the discharge of that restrictive covenant pertaining to the land by virtue of the registration of this Agreement pursuant to Section 702A(4) of the "Municipal Act".
32. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
33. 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 Agreement of the parties so requires.
34. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this Agreement.

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IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of
THE DISTRICT OF COQUITLAM
was hereunto affixed in
the presence of:

MAYOR

CLERK

The Corporate Seal of NORTH ROAD HOUSING CO. LTD.

was hereunto affixed in the
presence of:

Signature of Officer

Title

Signature of Officer

Title

Substitute for form <u>C</u>	
<u>The District of Coquitlam</u>	
Date <u>February 25</u> 1974	Nature of Interest <u>Restrictive Covenant - Land Use Contract</u>
Declared value \$ <u>Nominal</u>	Disposition of C/T
Please merge	Applicant <u>Paul S. Sim</u>
Telephone No. <u>526-3611</u>	as Solicitor/Agent
	DAVID C. E. SIMM, Barrister & Solicitor

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ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 20 day of February, 1974, at The District of Coquitlam in the Province of British Columbia, Cornelius Abram DeFeur, personally known to me, appeared before me and acknowledged to me that he is the President of NORTH ROAD HOUSING CO. LTD., and that he is the person who subscribed his name to the annexed instrument as President of the said North Road Housing Co. Ltd. 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 at The District of Coquitlam in the Province of British Columbia, this 20 day of February, 1974.

Daniel C. S.
A COMMISSIONER FOR TAKING AFFIDAVITS
WITHIN BRITISH COLUMBIA.

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 20 day of February, 1974, at The District of Coquitlam in the Province of British Columbia, EDWARD DONALD UNGER, personally known to me, appeared before me and acknowledged to me that he is the Secretary of NORTH ROAD HOUSING CO. LTD. and that he is the person who subscribed his name to the annexed instrument as Secretary of the said North Road Housing Co. Ltd. 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 at The District of Coquitlam in the Province of British Columbia, this 20 day of February, 1974.

Daniel C. S.
A COMMISSIONER FOR TAKING AFFIDAVITS
WITHIN BRITISH COLUMBIA.

copied

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ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 20 day of February, 1974, at the Municipality of Coquitlam, in the Province of British Columbia, FRANCIS LELAND POBST, personally known to me, appeared before me and acknowledged to me that he is the Clerk of the District of Coquitlam, and that he is the person who subscribed his name to the annexed instrument as Clerk of the said Corporation and affixed the seal of the said Corporation to the said instrument, that he 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 at the Municipality of Coquitlam, in the Province of British Columbia, this 20 day of February, 1974.


A COMMISSIONER FOR TAKING
AFFIDAVITS WITHIN BRITISH COLUMBIA

APPROVAL OF MINISTER OF HIGHWAYS AND MINISTER OF MUNICIPAL AFFAIRS

APPROVED BY THE MINISTER OF HIGHWAYS
this 13 day of February, A.D. 1974.

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS
this 14 day of February, A.D. 1974.



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DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

CONSENT

KNOW ALL MEN BY THESE PRESENT THAT:-

of:

being the holder of a charge by way of registered in the Land Registry Office at the City of New Westminster, British Columbia, under Number against ALL AND SINGULAR that certain parcel or tract of land and premises being in the Municipality of in the Province of British Columbia, known and described as:

In consideration of the sum of One Dollar (\$1.00) hereby agrees and consents to the registration of the Land Use Contract made between the registered owner of the said lands and the District of Coquitlam, dated the day of _____, 1974, 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.


SIGNED, SEALED AND DELIVERED)
at)
this day of)
1974.)

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SCHEDULE "A" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

USE OF LAND

1. In this Schedule, unless the context otherwise requires:
 - "Accessory Home Occupation Use" shall mean a use accessory to a one-family residential use where the householder carries on an occupation or practises a profession.
 - "Accessory Off-Street Parking Use" shall mean a use providing for the temporary parking needs generated by a use on the same lot.
 - "Accessory Residential Use" shall mean a use ancillary to a one-family residential use providing for activities customarily incidental to the accommodation and home life of a person or persons; includes incidental horticulture, recreation, storage, and the keeping of animals as household pets, when such animals are normally kept within a dwelling unit, when such animals are not kept for financial gain or favour, and when such animals do not exceed three in number.
 - "Boarding Use" shall mean a residential use where the building on a lot is used for sleeping rooms attached to or part of a dwelling unit, with common cooking facilities, or where regular meals are provided.
 - "Dwelling Unit" shall mean one or more rooms which are a self-contained unit with a separate entrance and used for the residential accommodation of persons, when such room or rooms contain or provide for the installation of only one set of cooking facilities.
 - "One-Family Residential Use" shall mean a use providing for the accommodation and home life of a person or persons in one dwelling unit on a lot, but shall not include tourist accommodation uses, private hospital uses or assembly uses.
 2. The land, including the surface of water and any and all buildings, structures and improvements erected thereon, thereover or therein, except for those portions of the land which are to be dedicated as highways, walkways or park, as set out in this Agreement, and more particularly in Schedule B thereto, shall be used for the following purposes and for no other purpose:
 - (a) One-Family Residential Use
 - (b) Accessory Residential Use
 - (c) Accessory Off-Street Parking Use
 - (d) Accessory Home Occupation Use
 - (e) Boarding Use.
 3. An Accessory Off-Street Parking Use shall not be used for the parking or storing of:
 - (a) commercial vehicles exceeding 6,000 pounds gross vehicle weight rating.
 - (b) contractor's equipment.
 - (c) house trailers, boat trailers or boats which exceed 25 feet in length.
 - (d) mobile homes.
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4. An Accessory Home Occupation Use:

- (a) except where it involves horticulture, shall be completely enclosed within a building for one-family residential use or accessory residential use.
- (b) shall not involve the sale of a commodity on the premises.
- (c) shall occupy less than 20 per cent of the floor area on the site, not to exceed 500 square feet.
- (d) except for one unilluminated name-plate of less than two square feet in area, shall in no way indicate from the exterior that the premises are being so used.
- (e) shall not discharge or emit:
 - (i) odorous, toxic or noxious matter.
 - (ii) heat, glare, radiation or noise.
- (f) shall be conducted by a resident of the one-family residential use to which it is accessory; a total of not more than two persons shall be engaged in the occupation on the premises.
- (g) shall only be permitted where the residential character of buildings is maintained.
- (h) shall not include associated equipment and vehicles stored outside buildings.
- (i) shall not include any of the following:
 - (i) beauty parlour or barber shop.
 - (ii) dance school.
 - (iii) orchestra and band training.
 - (iv) restaurant.
 - (v) stable or kennels for the boarding and breeding of animals.
 - (vi) real estate office, insurance office, accounting office.
 - (vii) the sole or principal office of an architect, lawyer, doctor, dentist, optometrist, chiropractor, dental mechanic or other similar professional person.
 - (viii) gospel meeting hall and similar public assembly places.
 - (ix) taxi or driving school office.
 - (x) propagation of plants, shrubs, fruits and vegetables for sale.
 - (xi) keeping of animals and sale of such animals and their by-products.

5. A Boarding Use shall accommodate not more than two boarders.

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6. Notwithstanding the provisions contained in this Schedule, the Planning Director may approve the temporary use of buildings and the erection of temporary signs on the land by the Developer for the purpose of conducting the sale of properties comprising a part of the land, pursuant to Section 28 and Schedule "I" of this Agreement, for such temporary period of time as the Planning Director may specify. The Developer agrees to use only such buildings, and to erect only such signs for said purposes, as the Planning Director may specify, and the Planning Director may seek the advice of the Design Committee as to the size, number, location and design of said signs. The Developer hereby undertakes to cease said temporary use of buildings, and to remove from the land said signs, upon the expiry of the period of time specified by the Planning Director.

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SCHEDULE "B" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

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PLAN OF SUBDIVISION

1. The land shall not be subdivided except in compliance with and according to the plans and particulars listed below which form a part of this Schedule, provided that minor amendments to the plans may be permitted and approved by the Engineering Director.
2. The plans and particulars attached to and forming part of this Schedule are:
 - a) Plan entitled "Subdivision Plan of Lots A and B of Blocks 2 and 8, Plan 4403 and Lots 76 and 77, Plan 31775, all of District Lot 378, Group 1, N.W.D.",
 - b) Plan entitled "Plan Showing Location of Easements Between Adjacent Lots to Accommodate Encroachment of Eaves, Footings, Drainage Works, and to Provide Reasonable Access for the Maintenance of Such Works Pertaining to the Adjacent Lot",all of which are prepared by Baxter and Rannala, Surveyors and Engineers, and are marked "Received, District of Coquitlam Planning Department, February 5, 1974"

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SCHEDULE "C" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

SITE PLANS 1

1. No building, structure or improvement shall be sited upon the land except in compliance with the site plans and particulars set out below, which plans and particulars are attached to and form part of this Schedule, provided that minor amendments to the plans may be permitted and approved by the Planning Director, who may seek the advice of the Design Committee thereon.
2. The plans and particulars which are attached to and form part of this Schedule are:
 - a) Plan entitled "Overall Site Plan - Sheet No. A-1",
 - b) Plan entitled "Site Plan of Cluster 1 and 2 - Sheet No. A-2",
 - c) Plan entitled "Foundation and Plot Plan of Cluster 1 and 2 - Sheet No. A-3",
 - d) Plan entitled "Site Plan of Cluster 3 - Sheet No. A-4",
 - e) Plan entitled "Foundation and Plot Plan of Cluster 3 - Sheet No. A-5",
 - f) Plan entitled "Site Plan of Cluster 4 - Sheet No. A-6",
 - g) Plan entitled "Foundation and Plot Plan of Cluster 4 - Sheet No. A-7",
 - h) Plan entitled "Site Plan of Cluster 5 - Sheet No. A-8",
 - i) Plan entitled "Foundation and Plot Plan of Cluster 5 - Sheet No. A-9",
 - j) Plan entitled "Site Plan of Cluster 6 - Sheet No. A-10",
 - k) Plan entitled "Foundation and Plot Plan of Cluster 6 - Sheet No. A-11",
 - l) Plan entitled "Site Plan of Cluster 7 - Sheet No. A-12",
 - m) Plan entitled "Foundation and Plot Plan of Cluster 7 - Sheet No. A-13",
 - n) Plan entitled "Site Plan of Greene Road Units - Sheet No. A-14",
 - o) Plan entitled "Foundation and Plot Plan of Greene Road Units - Sheet No. A-15",

all of which are prepared by Michael Katz, Architect, dated November 13, 1973, and marked "Received, District of Coquitlam Planning Department, November 30, 1973".

D-1

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SCHEDULE "D" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

BUILDING PLANS

1. All buildings and structures shall be constructed strictly in compliance with and according to the specifications, floor plans, elevation drawings and colour scheme set out below, which plans, drawings, specifications and colour scheme are attached to and form part of this Schedule, provided that minor amendments may be permitted and approved by the Chief Building Inspector, who may seek the advice of the Design Committee thereon.
2. The plans, drawings, specifications and colour scheme which are attached to and form part of this Schedule are:
 - a)
 - i) Plan entitled "Unit Type A - Foundation Plan, Schedules - Sheet No. A-16",
 - ii) Plan entitled "Unit Type A - Foundation Plan, Schedules - Sheet No. A-16S",
 - iii) Plan entitled "Unit Type A - Floor Plans, Sheet No. A-17",
 - iv) Plan entitled "Unit Type A - Floor Plans, Sheet No. A-17S",
 - v) Drawing entitled "Unit Type A - Section and Elevations - Sheet No. A-18",
 - vi) Drawing entitled "Unit Type A - Section and Elevations - Sheet No. A-18S",
 - vii) Drawing entitled "Unit Type A - Elevations - Sheet No. A-19",
 - viii) Drawing entitled "Unit Type A - Elevations - Sheet No. A-19S",
 - b)
 - i) Plan entitled "Unit Type B - Foundation Plan, Schedules - Sheet No. A-20",
 - ii) Plan entitled "Unit Type B - Foundation Plan, Schedules - Sheet No. A-20S",
 - iii) Plan entitled "Unit Type B - Floor Plans - Sheet No. A-21",
 - iv) Plan entitled "Unit Type B - Floor Plans - Sheet No. A-21S",
 - v) Drawing entitled "Unit Type B - Section and Elevations - Sheet No. A-22",
 - vi) Drawing entitled "Unit Type B - Section and Elevations - Sheet No. A-22S",
 - vii) Drawing entitled "Unit Type B - Elevations - Sheet No. A-23",
 - viii) Drawing entitled "Unit Type B - Elevations - Sheet No. A-23S",
 - c)
 - i) Plan entitled "Unit Type C - Foundation Plan, Schedules - Sheet No. A-24",
 - ii) Plan entitled "Unit Type C - Foundation Plan, Schedules - Sheet No. A-24S",
 - iii) Plan entitled "Unit Type C - Floor Plans - Sheet No. A-25",
 - iv) Plan entitled "Unit Type C - Floor Plans - Sheet No. A-25S",
 - v) Drawing entitled "Unit Type C - Section and Elevations - Sheet No. A-26",
 - vi) Drawing entitled "Unit Type C - Section and Elevations - Sheet No. A-26S",
 - vii) Drawing entitled "Unit Type C - Elevations - Sheet No. A-27",
 - viii) Drawing entitled "Unit Type C - Elevations - Sheet No. A-27S",

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- d)
 - i) Plan entitled "Unit Type D - Foundation Plan, Schedules - Sheet No. A-28",
 - ii) Plan entitled "Unit Type D - Foundation Plan, Schedules - Sheet No. A-28S",
 - iii) Plan entitled "Unit Type D - Floor Plans - Sheet No. A-29",
 - iv) Plan entitled "Unit Type D - Floor Plans - Sheet No. A-29S",
 - v) Drawing entitled "Unit Type D - Section and Elevations - Sheet No. A-30",
 - vi) Drawing entitled "Unit Type D - Section and Elevations - Sheet No. A-30S",
 - vii) Drawing entitled "Unit Type D - Elevations - Sheet No. A-31",
 - viii) Drawing entitled "Unit Type D - Elevations - Sheet No. A-31S",
- e)
 - i) Plan entitled "Unit Type E - Foundation Plan, Schedules - Sheet No. A-32",
 - ii) Plan entitled "Unit Type E - Foundation Plan, Schedules - Sheet No. A-32S",
 - iii) Plan entitled "Unit Type E - Floor Plans - Sheet No. A-33",
 - iv) Plan entitled "Unit Type E - Floor Plans - Sheet No. A-33S",
 - v) Drawing entitled "Unit Type E - Section and Elevations - Sheet No. A-34",
 - vi) Drawing entitled "Unit Type E - Section and Elevations - Sheet No. A-34S",
 - vii) Drawing entitled "Unit Type E - Elevations - Sheet No. A-35",
 - viii) Drawing entitled "Unit Type E - Elevations - Sheet No. A-35S",
- f)
 - i) Plan entitled "Unit Type F - Foundation Plan, Schedules - Sheet No. A-36",
 - ii) Plan entitled "Unit Type F - Foundation Plan, Schedules - Sheet No. A-36S",
 - iii) Plan entitled "Unit Type F - Floor Plans - Sheet No. A-37",
 - iv) Plan entitled "Unit Type F - Floor Plans - Sheet No. A-37A",
 - v) Drawing entitled "Unit Type F - Section and Elevations - Sheet No. A-38",
 - vi) Drawing entitled "Unit Type F - Section and Elevations - Sheet No. A-38S",
 - vii) Drawing entitled "Unit Type F - Elevations - Sheet No. A-39",
 - viii) Drawing entitled "Unit Type F - Elevations - Sheet No. A-39S",
- g)
 - i) Drawing entitled "Typical Details - Sheet No. A-40",
 - ii) Drawing entitled "Typical Details - Sheet No. A-40S",
- h) Drawing entitled "Typical Details - Sheet No. A-41",
- i) Schedule entitled "Exterior Colour Schedule - Sheet No. A-42",

all of which are prepared by Michael Katz, Architect, dated November 13, 1973, and marked "Received, District of Coquitlam Planning Department, November 30, 1973".

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E-1

SCHEDULE "E" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

LOT LANDSCAPING

1. All of the land, except for those portions of the land to be dedicated as park, walkways or highways, as set out in Schedule "B" to this Agreement, shall be provided with fences constructed and located in accordance with Schedule "C" and Schedule "D" to this Agreement, and shall be provided with landscaping in accordance with the plans set out below, which plans are attached to and form part of this Schedule, provided, however, that minor alterations to the plans may be permitted and approved by the Planning Director, who may seek the advice of the Design Committee thereon.
2. The plans which are attached to and form part of this Schedule are:
 - a) Plan entitled "Tree Planting Plan and Concrete Walkway - Sheet L-1",
 - b) Plan entitled "Existing Vegetation to be Saved - Sheet L-2",
 - c) Plan entitled "Unit Type A - Typical Landscape of Frontyard - Sheet L-3",
 - d) Plan entitled "Unit Type B - Typical Landscape of Frontyard - Sheet L-4",
 - e) Plan entitled "Unit Type C - Typical Landscape of Frontyard - Sheet L-5",
 - f) Plan entitled "Unit Type D - Typical Landscape of Frontyard - Sheet L-6",
 - g) Plan entitled "Unit Type E - Typical Landscape of Frontyard - Sheet L-7",
 - h) Plan entitled "Unit Type F - Typical Landscape of Frontyard - Sheet L-8",

all of which bear the legend "Michael Katz, Architects", are dated November 13, 1973, and are marked "Received District of Coquitlam Planning Department, November 30, 1973";

- i) List of specifications entitled "Plant List" and marked "Received, District of Coquitlam Planning Department, November 30, 1973".

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SCHEDULE "F" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

DEVELOPMENT OF PARKS AND WALKWAYS

1. All park and walkways to be dedicated pursuant to Section 5 to this Agreement shall be developed and serviced with walkways, lighting and drainage, constructed and located in compliance with Schedule "G" to this Agreement, and shall be landscaped in accordance with Schedule "E" to this Agreement, and in accordance with the plans set out below, which plans are attached to and form part of this Schedule, provided, however, that minor alterations may be permitted and approved by the Parks and Recreation Director.
2. The plans which are attached to and form part of this Schedule are:
 - a) Plan entitled "Park Area Landscaping - Sheet L-9",
 - b) Plan entitled "Landscape Details - Typical Planting Details in Public Pathways - Sheet L-10",both of which bear the legend "Michael Katz, Architects", are dated November 13, 1973, and are marked "Received by the District of Coquitlam Planning Department November 30, 1973".



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G-1

SCHEDULE "G" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

PROVISION OF SERVICES

1. All services including electrical, phone and gas distribution, ornamental street lighting, water sanitary sewers, storm drains, pavements, curbs and gutters, sidewalks other than those to be provided pursuant to Section 10 hereto, parking areas, boulevards and street signs shall be provided, located and constructed in compliance with the plans and specifications set out below, which plans and specifications are attached to and form part of this Schedule, provided that minor alterations to the plans may be permitted and approved by the Engineering Director.
2. The plans which are attached to and form part of this Schedule are:
 - a) Plan entitled "Site Plan, Drawing No. 72-E-1923, Sheet 1 of 36", dated September 12, 1973,
 - b) Drawing entitled "Key Plan - Drawing No. 72-E-1923, Sheet 2 of 36", dated October 31, 1973,
 - c) Plans entitled "Waterworks, Drawing No. 72-E-1923", and including:
 - i) Sheet 3 of 36, dated September 10, 1973,
 - ii) Sheet 4 of 36, dated October 28, 1973,
 - iii) Sheet 5 of 36, dated October 29, 1973,
 - d) Plans entitled "Roads, Drawing No. 72-E-1923", and including:
 - i) Sheet 6 of 36, subtitled "Irvine Street", dated September 24, 1973,
 - ii) Sheet 7 of 36, subtitled "Irvine St.-Storm MH Details", dated October 24, 1973,
 - iii) Sheet 8 of 36, subtitled "Greene Rd.", dated October 27, 1973,
 - iv) Sheet 9 of 36, subtitled "Dewdney Trunk Rd.", dated October 24, 1973,
 - v) Sheet 10 of 36, subtitled "Lane", dated October 27, 1973,
 - vi) Sheet 11 of 36, subtitled "Road A and Road B", dated September 7, 1973,
 - vii) Sheet 12 of 36, subtitled "Road C and Road D", dated October 27, 1973,
 - viii) Sheet 13 of 36, subtitled "Road E and Road F", dated October 28, 1973,
 - ix) Sheet 14 of 36, subtitled "Road G and Road H", dated October 23, 1973,
 - x) Sheet 15 of 36, subtitled "Road K and Road L", dated October 24, 1973,
 - xi) Sheet 16 of 36, subtitled "Road N, Road M and Road J", dated October 29, 1973,
 - xii) Sheet 17 of 36, subtitled "Road R, Road S and Road V", dated October 28, 1973,
 - xiii) Sheet 18 of 36, subtitled "Road T, Typical Road Cross-Sections", dated October 28, 1973.
 - e) Plans entitled "Sanitary Sewer, Drawing No. 72-E-1923", and including:
 - i) Sheet 19 of 36, subtitled "Greene Rd." and dated October 25, 1973,
 - ii) Sheet 20 of 36, subtitled "Road R, Road S and Road V", dated October 25, 1973,

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- iii) Sheet 21 of 36, subtitled "Road T, Road E and Road F", dated October 26, 1973,
 - iv) Sheet 22 of 36, subtitled "Road C and Road D", dated October 26, 1973,
 - v) Sheet 23 of 36, subtitled "Road N and Road J", dated October 26, 1973,
 - vi) Sheet 24 of 36, subtitled "Road G and Road H", dated October 26, 1973,
 - vii) Sheet 25 of 36, subtitled "Road A and Road B", dated September 9, 1973,
- f) Plans entitled "Storm Sewers, Drawing No. 72-E-1923", and including:
- i) Sheet 26 of 36, subtitled "Road A, Road B and Irvine St.", dated September 12, 1973,
 - ii) Sheet 27 of 36, subtitled "Road C and Road D", dated October 21, 1973,
 - iii) Sheet 28 of 36, subtitled "Road G and Road H", dated October 24, 1973,
 - iv) Sheet 29 of 36, subtitled "Road N and Road J", dated October 24, 1973,
 - v) Sheet 30 of 36, subtitled "Irvine St.", and dated October 16, 1973,
 - vi) Sheet 31 of 36, subtitled "Road T, Road E and Road F", dated October 18, 1973,
 - vii) Sheet 32 of 36, subtitled "Road R, Road S and Road V", dated October 19, 1973,
 - viii) Sheet 33 of 36, subtitled "Greene Road", dated October 24, 1973,
 - ix) Sheet 34 of 36, subtitled "Como Lake Ave. and Greene Rd.", dated October 15, 1973,
- g) Plans entitled "Walkway, Drawing No. 72-E-1923", and including:
- i) Sheet 35 of 36, dated October 31, 1973,
 - ii) Sheet 36 of 36, dated October 31, 1973,
- all of which are prepared by Baxter and Rannala, Surveyors and Engineers, and marked "Received, District of Coquitlam Planning Department, February 5, 1974";
- h) Plan and specifications entitled "Street Lighting and Pathway Lighting, Meadowbrook Subdivision, E-791-E-1, Revised C", prepared by R.P. Shaflik Engineering Ltd., and marked "Received, District of Coquitlam Planning Department, January 15, 1974".

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SCHEDULE "H" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

STAGING OF DEVELOPMENT,
PERFORMANCE AND MAINTENANCE BONDS

1. The development of the land shall proceed according to the sequence of stages outlined in red on a plan entitled "Overall Site Plan - Sheet H-1", which was prepared by Michael Katz, Architects, dated November 13, 1973 and marked "Received by the District of Coquitlam Planning Department, January 15, 1974". The said plan is attached to and forms part of this Schedule.
2. For purposes of determining bonding requirements, each stage shall be construed to include all of the works required to be constructed pursuant to this Agreement which fall within the bounds of that stage, except as otherwise provided by the following list of specifications:

STAGE NO. 1

Site Grading:	Nil
Waterworks:	Proposed water-main on Roads A and B, plus Irving Street as fronting this cluster. Also tie-in to existing line on Dewdney Trunk Road.
Sanitary Sewers:	Proposed sewers on Roads A and B tied into existing sewer on Irvine Street.
Storm Sewers:	<p>The proposed storm sewers to be constructed as part of the required works for Cluster No. 1 include the 12" diameter storm sewer on Dewdney Trunk Road, the 15" diameter, 21" diameter, 24" diameter and 27" diameter on Irvine Street, the pipe-arch from the Irvine Street/Greene Road intersection to the outlet at Scott Creek, and the storm sewers along Roads A and B.</p> <p>The required storm sewer construction includes all catch basins, including the catch basins in the walkways, as well as their leads.</p>
Roadwork:	The roadwork applicable to this Cluster includes pavement, gravelling, curbs and sidewalks as required on Roads A and B, parkade, cul-de-sac, as well as Irvine Street and Dewdney Trunk Road as they front on the subject cluster of lots.
Ornamental Street Lighting:	Davit lights - 2 Post top lights - 3

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Telephone & Hydro: The construction of underground telephone and electrical wiring is to be as per designs submitted by B.C. Hydro and B.C. Telephone, and approved by the District of Coquitlam. The bond values are based on estimated footage. For Cluster No. 1 the footage is estimated to be 680 feet.

Walkway Construction: The full width of the east-west walkway to the south of this cluster, as per Shaflik Engineering Drawing E-791-E-1.

Walkway Lighting: The lights and conduit for the above said required walkway.

STAGE NO. 2

Site Grading: Nil

Waterworks: Proposed water-mains on Roads C and D tied into existing line on Dewdney Trunk Road.

Sanitary Sewers: Proposed sewer along Roads C and D through easement over Lots 28, 39 and 40, plus down Roads T and V to existing sewer in lane.

Storm Sewers: Proposed sewer on Roads C, D and G, and the connecting sewer east of Lots 27 and 82.

Roadwork: Roads C, D, parkade and cul-de-sac, as well as the applicable widening, curbing and sidewalk on Dewdney Trunk Road.

Ornamental Street Lighting: Davit lights - 1
Post top lights - 3

Telephone & Hydro: Estimated 600 feet.

Walkway Construction: The full construction of the three walkways bounding this cluster.

Walkway Lighting: The lights and conduit for the above said walkways.


STAGE NO. 3

Site Grading: All site grading to be provided on the land.

Waterworks: Proposed water-main on Roads E and F, as well as half of Road T, plus tie-in to existing line on Dewdney Trunk Road.

Sanitary Sewers: Proposed sewer along Roads E and F tied in to existing sewer in lane.

Storm Sewers: Proposed sewers on Roads, E, F, T, R, half of S and the 27" diameter storm sewer on Greene Road to the Irvine Street/Greene Road intersection.



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Roadwork: Roads E, F, parkade and cul-de-sacs, the remaining roadwork on Dewdney Trunk Road, and the construction of the lane as it fronts the subject cluster of lots.

Ornamental Street Lighting: Davit lights - 1
Post top lights - 4

Telephone & Hydro: Estimated 840 feet.

Walkway Construction: The full construction of the east-west walkway to the south of this cluster.

Walkway Lighting: The lights and conduits for the above mentioned walkway.

STAGE NO. 4

Site Grading: nil

Waterworks: Proposed water-main on Roads G and H, plus applicable water-main on Irvine Street.

Sanitary Sewers: Proposed sewer along Roads G and H tied into existing sewer on Irvine Street.

Storm Sewers: The proposed storm sewer on Road H tied into the storm sewer as constructed as part of Cluster No. 2.

Roadwork: Roads G, H, parkade and cul-de-sac, as well as the construction of Irvine Street as it fronts this cluster.

Ornamental Street Lighting: Davit lights - 1
Post top lights - 4

Telephone & Hydro: Estimated 720 feet.

Walkway Construction: The full construction of the walkways to the east and south of this cluster.

Walkway Lighting: The lights and conduits for the above mentioned walkways.

STAGE NO. 5


Site Grading: nil

Waterworks: Proposed water-main on Roads J and L plus applicable water-main on Irvine Street.

Sanitary Sewers: Proposed sewers on Roads J and L, tied into existing sewer on Irvine Street.

Storm Sewers: The proposed storm sewer on Road J.

Roadwork: Roads J, K, L, parkade and cul-de-sac, as well as the construction of Irvine Street as it fronts this cluster of lots.



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Ornamental Street Lighting: Davit lights - 1
Post top lights - 4

Telephone & Hydro: Estimated 860 feet.

Walkway Construction: The full construction of the walkways to the east, and to the south of this cluster.

Walkway Lighting: The lights and conduits for the above mentioned walkways.

STAGE NO. 6

Site Grading: Nil

Waterworks: All remaining proposed water-mains (Roads H, M, R, S, V, remainder of T and remainder of Irvine Street); plus remaining tie-ins and fire hydrant on Greene Road.

Sanitary Sewers: All remaining proposed sanitary sewers, including those along Roads H, M, R and S.

Storm Sewers: Proposed storm sewer on Roads M, H and V, the remaining half of the Road S sewer line, as well as the remainder of the Greene Road sewer east of Road R and the approximately 90 feet in the lane.

Roadwork: Roads M, H, R, S, T, V, parkades and cul-de-sacs, the remaining construction of the lane and of Irvine Street, and the widening, curbing and sidewalk on Greene Road from the east side of the lane to the west side of the Irvine Street/Greene Road intersection.

Ornamental Street Lighting: Davit lights - 6
Post top lights - 12

Telephone & Hydro: Estimated 2,440 feet.

Walkway Construction: The full construction of park walkways and all remaining walkways.

Walkway Lighting: All remaining lights and conduits.

- | Pursuant to: | Works | Stage 1 | Stage 2 | Stage 3 | Stage 4 | Stage 5 | Stage 6 | Total |
|--------------|------------------------------|-------------|-------------|----------------------------------|-------------|-------------|-------------|--------------|
| Section 9 | (Landscaping | \$ 3,180.00 | \$ 3,180.00 | \$ 4,575.00 | \$ 5,370.00 | \$ 4,575.00 | \$14,120.00 | \$ 35,000.00 |
| | (Fences | 4,090.00 | 4,090.00 | 5,880.00 | 6,900.00 | 5,880.00 | 18,160.00 | \$ 45,000.00 |
| Section 10 | (Landscaping | | | \$15,000.00 Total for all stages | | | | \$ 15,000.00 |
| | (Walkway | 2,480.00 | 7,017.00 | 2,790.00 | 5,220.00 | 3,885.00 | 4,308.00 | \$ 25,700.00 |
| | Construction | | | | | | | |
| | (Walkway lighting | 1,750.00 | 4,740.00 | 1,850.00 | 3,790.00 | 3,400.00 | 970.00 | \$ 16,500.00 |
| | (Playground Equipment | - | - | - | - | - | 3,000.00 | \$ 3,000.00 |
| Section 12 | (Site Grading | - | - | - | 50,000.00 | - | - | \$ 50,000.00 |
| | (Water Works | 7,370.00 | 3,225.00 | 5,325.00 | 8,500.00 | 7,380.00 | 19,800.00 | \$ 51,600.00 |
| | (Sanitary Sewers | 10,200.00 | 22,770.00 | 9,710.00 | 18,120.00 | 11,785.00 | 42,815.00 | \$115,400.00 |
| | (Storm Sewers - | | | | | | | |
| | (-Interior Roads | 14,750.00 | 31,700.00 | 36,400.00 | 3,900.00 | 13,125.00 | 20,300.00 | \$245,000.00 |
| | (-Irvine Street | 38,800.00 | - | - | - | - | - | |
| | (-Dewdney Trunk Rd. | 7,975.00 | - | - | - | - | - | |
| | (-Scott Creek Connection | 35,835.00 | - | - | - | - | - | |
| | (-Greene Road | - | - | 36,750.00 | - | - | 5,465.00 | \$285,000.00 |
| | (Roadwork | | | | | | | |
| | (-Interior Road Construction | 17,885.00 | 16,060.00 | 25,185.00 | 25,915.00 | 29,748.00 | 63,707.00 | |
| | (-Parkades | 1,400.00 | 1,200.00 | 1,400.00 | 2,000.00 | 2,000.00 | 3,000.00 | |
| | (-Dewdney Trunk Rd. | 4,215.00 | 2,900.00 | 3,085.00 | - | - | - | \$285,000.00 |
| | (-Lane | - | - | 6,050.00 | - | - | 8,250.00 | |
| | (-Greene Road | - | - | - | - | - | 12,900.00 | |
| | (-Irvine Street | 15,200.00 | - | - | 9,500.00 | 12,540.00 | 21,260.00 | |
| | (Ornamental Street Lighting | 5,436.00 | 4,203.00 | 5,193.00 | 5,193.00 | 5,193.00 | 19,282.00 | \$ 44,500.00 |
| | (Telephone & Hydro | 5,610.00 | 4,950.00 | 6,930.00 | 5,940.00 | 7,095.00 | 20,175.00 | \$ 50,700.00 |

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4. As security to guarantee the due and proper performance by him of the works required to be done pursuant to Section 9, Section 10 and Section 12 to this Agreement, the Developer shall deposit with the Municipality sums of money in the amounts, at the times, and upon the terms and conditions set out below. The said deposits shall be by way of irrevocable clean Letters of Credit valid until the 31st day of July, 1975, or one full year from the date of deposit, whichever is the later.

PURPOSE	AMOUNT OF DEPOSIT	TIME OF DEPOSIT	CONDITIONS FOR RELEASE
As security for performance by the Developer of the works required pursuant to Section 9.	Stage No. 1 - \$ 7,270.00	For each stage, the deposit shall be made prior to the issuance of any building permits for the erection of buildings within that stage.	For each stage, any portion of the deposit not used pursuant to Section 14 to this Agreement shall be returned to the Developer upon the completion of the works required by Section 9 to be done within that stage, provided that such completion is verified by a) a signed and sealed statement by a registered architect, and b) the Planning Director.
	Stage No. 2 - \$ 7,270.00		
	Stage No. 3 - \$10,455.00		
	Stage No. 4 - \$12,270.00		
	Stage No. 5 - \$10,455.00		
	Stage No. 6 - \$32,280.00		
As security for performance by the Developer of all landscaping required pursuant to Section 10.	\$16,500.00	The deposit shall be made prior to the registration of any subdivision of the land into lots.	Any portion of the deposit not used pursuant to Section 14 shall be returned to the Developer upon the completion of all landscaping required pursuant to Section 10, to the satisfaction of the Parks and Recreation Director.

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PURPOSE	AMOUNT OF DEPOSIT	TIME OF DEPOSIT	CONDITIONS FOR RELEASE
As security for provision and installation by the Developer of playground equipment ("Big Toy" or equivalent), to the value of \$3,000.00 within the park area of the development.	\$3,300.00	The deposit shall be made prior to the registration of any subdivision of the land within Stage VI into lots.	Any portion of the deposit not used pursuant to Section 14 shall be returned to the Developer upon the completed provision and installation to the satisfaction of the Parks and Recreation Director of "Big Toy" or equivalent playground equipment to the value of \$3,000.00 within the park area.
As security for performance the Developer of all works required pursuant to Section 10, other than landscaping and provision of playground equipment.	Stage No. 1 - \$ 4,653.00 Stage No. 2 - \$ 12,932.70 Stage No. 3 - \$ 5,104.00 Stage No. 4 - \$ 9,911.00 Stage No. 5 - \$ 8,013.50 Stage No. 6 - \$ 5,805.80	For each stage, the deposit shall be made prior to the registration of any subdivision of the land within that stage into lots.	For each stage, any portion of the deposit not used pursuant to Section 14 shall be returned to the Developer upon the completion, to the satisfaction of the Parks and Recreation Director, of the said works pertaining to that stage, and subject to the Developer first providing the applicable maintenance bonds required pursuant to Section 19.

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PURPOSE	AMOUNT OF DEPOSIT	TIME OF DEPOSIT	CONDITIONS FOR RELEASE
As security for performance by the Developer of all works required pursuant to Section 12.	Stage No. 1 - \$181,143.60 Stage No. 2 - \$ 95,708.80 Stage No. 3 - \$149,630.80 Stage No. 4 - \$141,974.80 Stage No. 5 - \$ 97,752.60 Stage No. 6 - \$260,649.40	For each stage, the deposit shall be made prior to the registration of any subdivision of the land within that stage into lots.	For each stage, any portion of the deposit not used pursuant to Section 14 shall be returned to the Developer upon the completion, to the satisfaction of the Engineering Director, of all of the said works pertaining to that stage, and subject to the Developer first providing the applicable maintenance bonds required pursuant to Section 19. For each stage, partial release of the deposit for that stage may be allowed in respect to completed segments of the required works, at the sole discretion of the Engineering Director, and provided that in no case shall such partial release reduce the deposit held by the Municipality to less than 50% of the cost, as estimated by the Engineering Director, of the works pertaining to that stage.
	The amount to be deposited for any stage may be reduced, at the discretion of the Engineering Director, where the Developer has already completed works pertaining to that section, provided that the Developer shall first deposit a maintenance bond in respect to said completed works, as required pursuant to Section 19.		

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H-9

cont'd

5. As security to guarantee the due performance by him of the covenants and agreements set out in Subsections a), b) and c) to Section 19 to this Agreement, the Developer shall deposit with the Municipality sums of money in the amounts, at the times, and upon the terms and conditions set out below; the said deposits shall be by way of irrevocable clean Letters of Credit valid for one full year from the date of deposit.

PURPOSE	AMOUNT OF DEPOSIT	TIME OF DEPOSIT	CONDITIONS FOR RELEASE
As security for maintenance by the Developer of the works required pursuant to Section 10, other than landscaping and playground equipment.	Stage No. 1 - \$2,115.00 Stage No. 2 - \$5,878.00 Stage No. 3 - \$2,320.00 Stage No. 4 - \$4,505.00 Stage No. 5 - \$3,642.50 Stage No. 6 - \$2,639.00	For each stage, the deposit shall be made upon the completion of the said works pertaining to that stage, to the satisfaction of the Parks and Recreation Director, and prior to the release of the deposits made by the Developer pursuant to Section 14 in respect of the said works.	For each stage, any portion of the deposit not used pursuant to Section 19(d) to this Agreement shall be returned to the Developer one full year from the date of deposit.
As security for the maintenance by the Developer of all of the works required pursuant to Section 12.	Stage No. 1 - \$ 82,338.00 Stage No. 2 - \$ 43,504.00 Stage No. 3 - \$ 68,014.00 Stage No. 4 - \$ 64,534.00 Stage No. 5 - \$ 44,433.00 Stage No. 6 - \$118,477.00	For each stage, the deposit shall be made upon the completion of the said works pertaining to that stage, to the satisfaction of the Engineering Director, and prior to the release of the deposits made by the Developer pursuant to Section 14 in respect of the said works.	For each stage, any portion of the deposit not used pursuant to Section 19(d) to this Agreement shall be returned to the Developer one full year from the date of deposit.

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I-1

SCHEDULE "I" TO
DISTRICT OF COQUITLAM
LAND USE CONTRACT Z-2-74

CONDITIONS OF SALE

1. The Developer covenants and agrees with the Municipality that pursuant to Section 28 to this Agreement, and except as provided in Section 5 and Section 16 to this Agreement, he will not sell, assign, transfer, dedicate, lease, convey or otherwise dispose of all or any part of the land and all or any part of the buildings, structures, improvements or things erected thereon, except in compliance with and according to this Schedule, or as otherwise may be agreed to by the Municipality, by Resolution of the Council of the Municipality.
2. The dwelling units, constructed in accordance with Schedule D and landscaped in accordance with Schedule E to this Agreement, and located on lots as shown in Schedule C to this Agreement, shall be sold, together with the lots on which the respective dwelling units are located, at prices not exceeding those set out in the following table:

UNIT TYPE	LOT SIZE	NUMBER OF UNITS	MAXIMUM SELLING PRICE PER UNIT, WITH LOT
F	25	7	\$ 25,900.00
F	30	11	26,850.00
C	25	2	29,100.00
C	30	43	30,050.00
C	35	2	30,850.00
E	25	3	30,900.00
E	30	24	31,850.00
E	35	2	32,650.00
B	30	13	33,350.00
B	35	2	34,150.00
B	40	5	35,000.00
B	60	2	36,100.00
A	30	35	34,600.00
A	35	4	35,400.00
A	40	7	36,250.00
D	30	1	36,300.00
D	40	12	37,950.00
D	60	1	38,950.00
Total of all Units		176	\$5,697,150.00

provided that:

- a) The above prices shall include all sales commissions;
- b) One unit only shall be sold to each individual purchaser unless otherwise agreed to by the Municipality;
- c) Units shall be sold only to purchasers who, to the best of the Developer's knowledge, intend to occupy the premises; no unit shall be sold to any purchaser who, to the Developer's knowledge, intends commercial resale of said unit;
- d) No lot shall be sold unless all easements required upon said lot pursuant to Section 5 and Schedule "B" to this Agreement have first been registered, prior to conveyance of title to said lot.

21157

I-2

3. It is understood and agreed that the table of maximum sales prices under Section 2 of this Schedule may be adjusted from time to time to reflect changes in:
- the costs of labour,
 - the costs of materials,
 - interim financing charges,
- occurring after August 1st of 1973, upon application by either part to this Agreement, and upon the mutual agreement of the Planning Director and the Developer; such application shall be documented by reference to manufacturer's quoted material prices, and/or prevailing labour rates and/or prevailing financing charges, using as a base reference the respective prices and rates in existence as of August 1, 1973; in the event that such application is made and the Planning Director and the Developer do not agree, the dispute shall be arbitrated by the Council of the Municipality, and the decision of the Council shall be binding upon said application. Without limiting the generality of the foregoing, it is further agreed and understood that should the cost of imported fill required by the Engineering Director pursuant to Section 12 of this Agreement, to be placed upon the land to ensure adequate protection against flooding, exceed the sum of Sixteen Thousand Dollars (\$16,000.00), the Developer may make application to have the table of maximum sales prices under Section 2 of this Schedule adjusted to reflect such excess cost; it is further agreed that the Developer may make application to have the said table adjusted upon the basis of varying specific unit prices in such a manner as to not alter the "TOTAL OF ALL UNITS" as set out in said table.
4. It is agreed and understood that this Schedule shall apply only to the initial sale by the Developer of lots created pursuant to Section 5 of this Agreement, and buildings and improvements erected on said lots, and that this Schedule shall not govern subsequent resale of the said lots, buildings and improvements.
5. The Developer hereby agrees and undertakes that he shall give to each purchaser who purchases from the Developer buildings and improvements erected and constructed on lots created pursuant to Section 5 of this Agreement, a guarantee, valid for a period of one year from the time of purchase, against structural defects in said buildings and improvements.

I hereby certify the foregoing By-Law
to be True and Correct copy of the
By-Law No. 503 adopted by the Council of the District
of Coquitlam in accordance with the
provisions of the Municipal Act on the
day of October 1974.
Date of Certification
Municipal Clerk
District of Coquitlam

DISTRICT OF COQUITLAM

BY-LAW NO. 303

A By-law to amend the "District of Coquitlam Zoning By-law No. 1928, 1971" and amending by-laws.

WHEREAS certain changes are necessary for the clarification and effective and efficient operation of By-law No. 1928, and amending by-laws, in accord with the "Municipal Act", Statutes of British Columbia, 1960, Chapter 255, as amended;

AND WHEREAS Council has, by By-law No. 178, declared certain lands within a zone to be a development area in accordance with Section 702A(2) of the "Municipal Act", said lands being:

Lots A and B of Blocks 2 and 8 of Lot 378, Group 1, Plan 4403, N.W.D; and
Lots 76 and 77 of District Lot 378, Group 1, Plan 31775, N.W.D.;

AND WHEREAS Council has received an application from the owner of the said lands to enter into a Land Use Contract containing terms and conditions, for the use and development of the said lands, which Council and the owner have agreed upon;

AND WHEREAS the owner has set his hand and seal to the said contract;

AND WHEREAS it is deemed expedient and desirable to enter into said land use contract after the proper Hearing, in accord with the "Municipal Act";

NOW THEREFORE, the Municipal Council of the District of Coquitlam, in open meeting assembled, ENACTS AS FOLLOWS:

Clause 1 - The District of Coquitlam hereby enters into the said Land Use Contract, which is set out in Schedule "A" to this by-law, and which is hereby annexed to and forms a part of this by-law.

Clause 2 - The use and the development of the said lands shall be in accordance with the terms and conditions set out in Schedule "A" to this by-law.

Clause 3 - Schedule "A" to this by-law may be cited as the "District of Coquitlam Land Use Contract Z 2-74".

Clause 4 - "District of Coquitlam Zoning Amendment By-law No. 231, 1973" is hereby repealed.

Clause 5 - This By-law may be cited as the "District of Coquitlam Zoning Amendment By-law No. 303, 1974".

I hereby certify the foregoing By-Law to be a True and Correct copy of the By-Law No. 303 adopted by the Council of the District of Coquitlam in accordance with the provisions of the Municipal Act on the 19th day of February 1974.
Date of Certification
Municipal Council
District of Coquitlam

- 2 -

21157

By-law No. 303, cont'd.

READ a first time by an affirmative vote of two-thirds majority of all
Members of Council this 11th day of February, 1974.

READ a second time by an affirmative vote of two-thirds majority of all
Members of Council this 11th day of February, 1974.

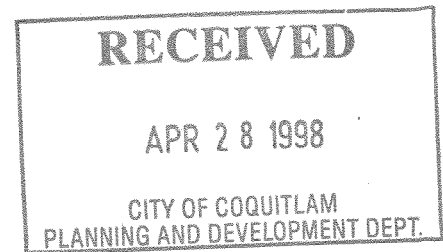
READ a third time by an affirmative vote of two-thirds majority of all
Members of Council this 11th day of February, 1974.

RECONSIDERED, FINALLY PASSED and ADOPTED and the Seal of the
Corporation affixed by an affirmative vote of two-thirds majority of all
Members of Council this 18th day of February, 1974.

J. L. Tenn MAYOR

[Signature] CLERK

CITY OF COQUITLAM
BYLAW NO. 3145, 1998



A Bylaw to authorize the Municipal Council under the provision of
Section 930(2) of the Municipal Act, to amend a Land Use Contract

WHEREAS a Land Use Contract was entered into in 1974 by the then District of Coquitlam and filed in the Land Title Office, New Westminster, British Columbia, under No. K21157;

AND WHEREAS the owners of the lands which are described on Schedule A, hereto which are subject to the said Land Use Contract have requested that the said Land Use Contract be amended to, among other things, permit new construction, and buildings and structures not originally intended on those lands;

NOW THEREFORE, the Council of the City of Coquitlam in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited for all purposes as "Coquitlam (Meadowbrook) Land Use Contract Amendment Bylaw No. 3145, 1998."
2. The Land Use Contract Z-2-74 between the City of Coquitlam and North Road Housing Co. Ltd., and registered in the Land Title Office, in the City of New Westminster, Province of British Columbia, under No. K21157, is hereby amended as follows:
 - 2.1 By adding after paragraph numbered 8 on page 3, the following paragraph 8A:

"8A. For the purposes of constructing a building or structure in compliance with the site plans set out in Schedule C; or the specifications, floor plans and elevation drawings set out in Schedule "D", the Manager of Development Services may, without any advice of the Design Committee, determine that a minor amendment includes the following:

- (a) the enclosing of an existing carport for occupancy associated with the uses of land described in Sections 2(a-d), inclusive of Schedule "A"; provided that any accessory off-street parking use displaced by the enclosing of the carport must be located elsewhere on the lot in a location acceptable to the Manager of Development Services;

City of Coquitlam
Bylaw No. 3145, 1998

- (b) not less than two accessory off-street parking spaces shall be provided for each unit; and
- (c) allow the construction of a building or structure or addition thereto on any lot shown on Schedules C or D provided that the following conditions are met:
 - i) Buildings and structures for one-family residential use must not exceed a height of:
 - (a) 7.3 metres, or
 - (b) 9.0 metres for buildings and structures having a roof slope with a pitch of 3 in 12 or greater for an area of at least 80 percent of all roof surfaces.

"Height" shall be as defined in the "City of Coquitlam Zoning Bylaw No. 3000, 1996" as amended from time to time.

- ii) All buildings and structures on a lot must not exceed a lot coverage of 40 percent of the lot area except that where an existing carport has been enclosed as of the date of Council approval of this amendment and the buildings and structures exceed 40 percent lot coverage, any carport enclosure may be approved provided it meets all other provisions of this Land Use Contract and the applicable Building Codes on construction/building bylaws;
- iii) Accessory residential buildings may be permitted provided that together with all other buildings and structures on the site they do not exceed a lot coverage of 40 percent except as provided under Clause ii) above.

3. The provisions of this Bylaw shall apply only to the properties listed under Schedule A hereto.
4. The Mayor and Clerk of the City of Coquitlam are hereby authorized to execute such documents on behalf of the City of Coquitlam as may be necessary for the purpose aforesaid and to affix the Corporate Seal of the City of Coquitlam thereto.

City of Coquitlam
Bylaw No. 3145, 1998

READ A FIRST TIME this 2 nd day of February , 1998.

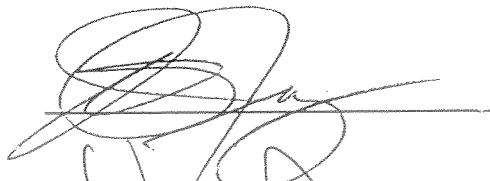
READ A SECOND TIME this 2 nd day of March , 1998.

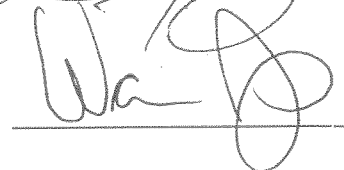
READ A THIRD TIME this 20th day of April , 1998.

CONSIDERED AT A PUBLIC HEARING this 19th day of February , 1998.

RECONSIDERED, FINALLY PASSED AND ADOPTED and the Seal of the Corporation

affixed this 20th day of April , 1998.


MAYOR - ACTING


CLERK

Coquitlam (Meadowbrook) Land Use Contract
Amendment 3145 98... as
adopted by the City of
Coquitlam in accordance with the pro-
visions of the Municipal Act on the
...20... day of ...April... 1998.
Date of Certification
28/1/98
City Clerk
City of Coquitlam

AMENDED SCHEDULE "A" TO BYLAW NO. 3145, 1998

STREET ADDRESS		LEGAL DESCRIPTION			
		LOT	DL	PLAN	PID#
3001 Alderbrook	Place	80	378	46140	001-190-997
3003 Alderbrook	Place	81	378	46140	002-077-418
3005 Alderbrook	Place	82	378	46140	006-044-000
3006 Alderbrook	Place	86	378	46140	006-044-085
3007 Alderbrook	Place	87	378	46140	006-044-107
3009 Alderbrook	Place	88	378	46140	005-600-189
3015 Alderbrook	Place	91	378	46140	001-918-559
3017 Alderbrook	Place	92	378	46140	002-257-050
3019 Alderbrook	Place	93	378	46140	001-873-903
3021 Alderbrook	Place	94	378	46140	006-044-191
3023 Alderbrook	Place	95	378	46140	005-244-587
3004 Ashbrook	Place	251	378	47941	006-242-677
3006 Ashbrook	Place	250	378	47941	000-513-539
3008 Ashbrook	Place	249	378	47941	002-189-780
3009 Ashbrook	Place	253	378	47941	000-467-308
3010 Ashbrook	Place	248	378	47941	002-250-217
3012 Ashbrook	Place	247	378	47941	002-395-860
3013 Ashbrook	Place	255	378	47941	002-774-127
3014 Ashbrook	Place	246	378	47941	006-242-669
3015 Ashbrook	Place	256	378	47941	000-632-376
3016 Ashbrook	Place	245	378	47941	006-242-642
3020 Ashbrook	Place	243	378	47941	002-392-020
3021 Ashbrook	Place	235	378	47941	006-242-588
3023 Ashbrook	Place	236	378	47941	006-242-600
3025 Ashbrook	Place	237	378	47941	006-242-618
3027 Ashbrook	Place	238	378	47941	005-312-523
3029 Ashbrook	Place	239	378	47941	005-295-301
3031 Ashbrook	Place	240	378	47941	003-143-970
3035 Ashbrook	Place	242	378	47941	006-242-634
950 Birchbrook	Place	96	378	46960	006-136-940
954 Birchbrook	Place	98	378	46960	006-136-982
956 Birchbrook	Place	99	378	46960	000-478-873
958 Birchbrook	Place	100	378	46960	004-716-973
960 Birchbrook	Place	101	378	46960	006-137-008
964 Birchbrook	Place	103	378	46960	006-137-016

AMENDED SCHEDULE "A" TO BYLAW NO. 3145, 1998

STREET ADDRESS		LEGAL DESCRIPTION			
		LOT	DL	PLAN	PID#
966 Birchbrook	Place	104	378	46960	002-283-832
972 Birchbrook	Place	107	378	46960	006-137-083
974 Birchbrook	Place	108	378	46960	006-137-091
976 Birchbrook	Place	109	378	46960	006-137-105
954 Cherrybrook	Place	112	378	47317	006-124-119
956 Cherrybrook	Place	113	378	47317	002-119-323
958 Cherrybrook	Place	114	378	47317	000-633-623
960 Cherrybrook	Place	115	378	47317	002-394-782
962 Cherrybrook	Place	116	378	47317	005-696-500
964 Cherrybrook	Place	117	378	47317	002-386-925
966 Cherrybrook	Place	118	378	47317	004-596-196
968 Cherrybrook	Place	119	378	47317	001-349-708
970 Cherrybrook	Place	120	378	47317	006-180-311
972 Cherrybrook	Place	121	378	47317	006-180-337
974 Cherrybrook	Place	122	378	47317	003-845-711
976 Cherrybrook	Place	130	378	47317	006-180-396
978 Cherrybrook	Place	131	378	47317	006-180-426
980 Cherrybrook	Place	132	378	47317	002-213-338
982 Cherrybrook	Place	133	378	47317	006-180-442
984 Cherrybrook	Place	134	378	47317	004-476-352
989 Cherrybrook	Place	128	378	47317	005-245-010
991 Cherrybrook	Place	127	378	47317	006-180-353
993 Cherrybrook	Place	126	378	47317	006-180-345
995 Cherrybrook	Place	125	378	47317	002-209-284
997 Cherrybrook	Place	124	378	47317	001-581-716
999 Cherrybrook	Place	123	378	47317	001-444-981
3001 Firbrook	Place	182	378	47827	006-244-769
3002 Firbrook	Place	208	378	47827	002-192-322
3003 Firbrook	Place	183	378	47827	001-622-692
3004 Firbrook	Place	207	378	47827	006-244-831
3005 Firbrook	Place	184	378	47827	006-231-802
3007 Firbrook	Place	185	378	47827	002-478-960
3009 Firbrook	Place	186	378	47827	004-167-562
3010 Firbrook	Place	204	378	47827	006-244-807
3011 Firbrook	Place	187	378	47827	006-244-734

AMENDED SCHEDULE "A" TO BYLAW NO. 3145, 1998

STREET ADDRESS		LEGAL DESCRIPTION			
		LOT	DL	PLAN	PID#
3013 Firbrook	Place	188	378	47827	003-937-224
3014 Firbrook	Place	202	378	47827	006-244-823
3015 Firbrook	Place	189	378	47827	004-112-873
3016 Firbrook	Place	201	378	47827	001-497-707
3018 Firbrook	Place	200	378	47827	006-244-700
3021 Firbrook	Place	192	378	47827	006-244-793
3022 Firbrook	Place	198	378	47827	001 928 732
3024 Firbrook	Place	197	378	47827	004-606-701
3025 Firbrook	Place	194	378	47827	006-231-811
3026 Firbrook	Place	196	378	47827	002-327-601
840 Greene	Street	168	378	47625	001-384-953
844 Greene	Street	166	378	47625	006-238-173
852 Greene	Street	162	378	47625	006-238-092
854 Greene	Street	161	378	47625	006-238-076
856 Greene	Street	160	378	47625	006-238-050
3000 Maplebrook	Place	222	378	47939	006-187-111
3001 Maplebrook	Place	213	378	47939	006-186-963
3002 Maplebrook	Place	232	378	47939	006-242-537
3003 Maplebrook	Place	212	378	47939	006-186-921
3004 Maplebrook	Place	231	378	47939	006-187-285
3007 Maplebrook	Place	210	378	47939	002-368-978
3008 Maplebrook	Place	229	378	47939	006-187-234
3009 Maplebrook	Place	209	378	47939	006-186-874
3010 Maplebrook	Place	228	378	47939	003-721-426
3011 Maplebrook	Place	214	378	47939	006-187-005
3012 Maplebrook	Place	227	378	47939	006-187-196
3013 Maplebrook	Place	215	378	47939	002-947-331
3014 Maplebrook	Place	226	378	47939	001-747-428
3015 Maplebrook	Place	216	378	47939	001-519-247
3016 Maplebrook	Place	225	378	47939	003-219-704
3017 Maplebrook	Place	217	378	47939	002-352-541
3018 Maplebrook	Place	224	378	47939	006-187-153
3022 Maplebrook	Place	221	378	47939	006-187-072
3024 Maplebrook	Place	220	378	47939	001-464-167
3026 Maplebrook	Place	219	378	47939	002-169-428

AMENDED SCHEDULE "A" TO BYLAW NO. 3145, 1998

STREET ADDRESS		LEGAL DESCRIPTION			
		LOT	DL	PLAN	PID#
3028 Maplebrook	Place	218	378	47939	006-187-030
862 Pinebrook	Place	159	378	47625	006-238-033
864 Pinebrook	Place	158	378	47625	004-888-197
865 Pinebrook	Place	171	378	47625	006-238-238
866 Pinebrook	Place	157	378	47625	003-077-462
869 Pinebrook	Place	173	378	47625	005-134-412
870 Pinebrook	Place	155	378	47625	006-238-017
871 Pinebrook	Place	174	378	47625	003-255-123
872 Pinebrook	Place	154	378	47625	006-238-009
873 Pinebrook	Place	175	378	47625	001-319-434
874 Pinebrook	Place	153	378	47625	006-237-975
876 Pinebrook	Place	152	378	47625	006-237-959
877 Pinebrook	Place	177	378	47625	000-620-483
878 Pinebrook	Place	151	378	47625	006-237-924
879 Pinebrook	Place	181	378	47625	006-238-351
880 Pinebrook	Place	150	378	47625	004-573-404
881 Pinebrook	Place	180	378	47625	004-683-048
882 Pinebrook	Place	149	378	47625	005-600-162
884 Pinebrook	Place	148	378	47625	006-237-908
885 Pinebrook	Place	178	378	47625	006-238-319
886 Pinebrook	Place	147	378	47625	006-237-894
888 Pinebrook	Place	146	378	47625	001-203-924
889 Pinebrook	Place	136	378	47625	006-238-912
890 Pinebrook	Place	145	378	47625	004-796-551
892 Pinebrook	Place	144	378	47625	006-237-860
893 Pinebrook	Place	138	378	47625	006-238-921
895 Pinebrook	Place	139	378	47625	006-238-947
897 Pinebrook	Place	140	378	47625	006-238-963
898 Pinebrook	Place	141	378	47625	006-238-971

BYLAW NO. 3688, 2005

A Bylaw to amend the "Coquitlam (Meadowbrook)
Land Use Contract Amendment Bylaw No. 3145, 1998"

WHEREAS:

- A. A Land Use Contract was entered into in 1974 by the then District of Coquitlam and filed in the Land Title Office, New Westminster, British Columbia, under No. K21157;
- B. Bylaw to amend the "Coquitlam (Meadowbrook) Land Use Contract Amendment Bylaw No. 3148, 1988" was adopted to permit construction on certain lands within the No. K21157 Land Use Contract Area as described in Schedule "A" to Bylaw No. 3145, 1998;
- C. The owner of "3002 Ashbrook Place, Lot 252, District Lot 378, Plan 47941, PID No. 006-242-685" wishes to be included in those certain lands in Schedule "A" to Bylaw No. 3145, 1998.

NOW THEREFORE, the Municipal Council of the City of Coquitlam in open meeting assembled,
ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "First Amending Bylaw No. 3688, 2005 to the 'Coquitlam (Meadowbrook) Land Use Contract Amendment Bylaw No. 3145, 1998'", a Bylaw to authorize the Municipal Council under the provision of Section 930(2) of the Municipal Act, to amend a Land Use Contract.
2. Schedule A to the Coquitlam (Meadowbrook) Land Use Contract Amendment Bylaw No. 3145, 1998 hereto is amended as follows:

Insert the line "3002 Ashbrook Place, Lot 252, District Lot 378, Plan 47941, PID No. 006-242-685" after the line "3023 Alderbrook Place, Lot 95, District Lot 378, Plan 46140, PID No. 005-244-587".

3. The Mayor and Clerk of the City of Coquitlam are hereby authorized to execute such documents on behalf of the City of Coquitlam as may be necessary for the purposes aforesaid and to affix the Corporate Seal of the City of Coquitlam thereto.

READ A FIRST TIME this 7th day of March, 2005.

READ A SECOND TIME this 4th day of April, 2005.

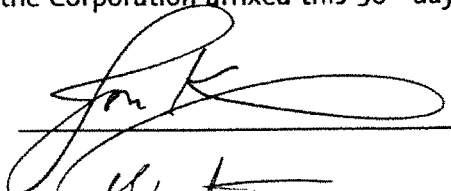
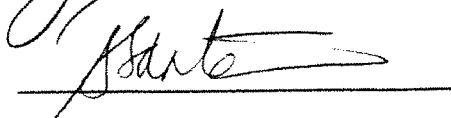
READ A THIRD TIME this 4th day of April, 2005.

CONSIDERED AT A PUBLIC HEARING this 29th day of March, 2005.

GIVEN FOURTH AND FINAL READING and the Seal of the Corporation affixed this 30th day of May, 2005 to be a True and Correct copy of the

First Amending
By-Law No. 3688, 2005 as
adopted by the Council of the City of
Coquitlam in accordance with the
provisions of the Municipal Act on the
30th day of May, 2005.
Date of Certification
06/08/05

City Clerk
City of Coquitlam


MAYOR

CLERK