

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**SANITARY DEVELOPMENT WORKS AGREEMENT**

**(SOUTH BROOKSWOOD INFRASTRUCTURE INC.)**

**BYLAW 2019 NO. 5472**

**EXPLANATORY NOTE**

Bylaw 2019 No. 5472 authorizes the execution of a Development Works Agreement between the Township of Langley and South Brookswood Infrastructure Inc. for the provision of sanitary works in the northwest quadrant of the Booth area of the Brookswood Fernridge Community Plan of the Township of Langley and the imposition of a charge on the owners of parcels of land within the specified area benefiting from the said works.

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**SANITARY DEVELOPMENT WORKS AGREEMENT**

**(SOUTH BROOKSWOOD INFRASTRUCTURE INC.)**

**BYLAW 2019 NO. 5472**

A Bylaw to Enter into a Development Works Agreement

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Sanitary Development Works Agreement (South Brookswood Infrastructure Inc.) Bylaw 2019 No. 5472”.
2. In this Bylaw:
  - (a) **“Actual Capital Cost of the Works”** means the lesser of the actual capital cost of constructing the Works as determined by the Township’s General Manager of Engineering or \$3,723,816.04;
  - (b) **“Benefiting Area”** means the area containing all the Benefiting Parcels;
  - (c) **“Benefiting Parcel”** means the parcels of land described in Schedule “A” of the Development Works Agreements and any subdivided portion thereof;
  - (d) **“Developer”** means South Brookswood Infrastructure Inc.;
  - (e) **“Estimated Capital Cost of the Works”** means \$3,385,287.31;
  - (f) **“Net Developable Hectare”** means the net developable area in hectares of a Benefiting Parcel set out in Schedule “A” of the Development Works Agreement;
  - (g) **“Specified Charge”** means \$46,990.22 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 6;
  - (h) **“Township”** means the Corporation of the Township of Langley;
  - (i) **“Works”** means the sanitary works and ancillary appurtenances described in Schedule “C” of the Development Works Agreement;
3. Upon development of a Benefiting Parcel the owner of the Benefiting Parcel will pay to the Township a Specified Charge based on the Net Developable Area.

For the purposes of this Section 3, the development of a Benefiting Parcel does not include the repair or renovation of an existing building or structure.

In the event that the Actual Capital Cost of the Works has not been determined at the time a Specified Charge for a Benefiting Parcel is payable then the Specified Charge will be based on the Estimated Capital Cost of the Works plus 10% contingency ("Initial Specified Charge"). If, upon the determination of the Actual Capital Cost of the Works, the Specified Charge based on the Actual Capital Cost of the Works is less than the Initial Specified Charge paid by the owner of the Benefiting Parcel then the Township will remit the difference to the owner.

4. Specified Charges plus interest calculated in accordance with Section 6 will be payable not later than:
  - (a) Subdivision, for residential development of a Benefiting Parcel, other than multi-family residential development; and
  - (b) Rezone for all other development of a Benefiting Parcel.
5. Prior to a Specified Charge being paid in respect of a Benefiting Parcel the Council, approving officer, building inspector or other municipal authority of the Township may, but is not obliged to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of the Benefiting Parcel or do any other thing necessary for the development of the Benefiting Parcel.
6. Interest will be calculated from the later of the date the construction of the Works is completed and one year after the adoption of this bylaw to the date the Specified Charge is paid at a rate of 5.45% per annum calculated annually in advance.
7. The Township is hereby authorized to enter into a development works agreement with the Developer constructing the Works in respect of the Benefiting Parcels.
8. This Bylaw is repealed 15 years after the date of its adoption.

READ A FIRST TIME the	15	day of	April	, 2019
READ A SECOND TIME the	15	day of	April	, 2019
READ A THIRD TIME the	15	day of	April	, 2019
RECONSIDERED AND ADOPTED the		day of		, 2019

\_\_\_\_\_ Mayor \_\_\_\_\_ Township Clerk

**DEVELOPMENT WORKS AGREEMENT  
FOR SANITARY SEWER WORKS**

**ATTACHMENT A**

**Project # 07-27-0082 (Bylaw 2019 No. 5472)**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, a  
municipal corporation under the Municipal Act of the Province of  
British Columbia and having its offices at 20338 – 65 Avenue,  
Langley, BC V2Y 3J1

(the "Township")

OF THE FIRST PART

AND:

SOUTH BROOKSWOOD INFRASTRUCTURE INC., a body corporate, duly  
incorporated under the laws of the Province of British Columbia, having its place  
of business at 770 W Georgia Street, 25<sup>th</sup> Floor, Vancouver BC V7Y 1K8

(the "Developer")

OF THE SECOND PART

- A. WHEREAS real property within a sanitary catchment area of the Brookwood-Fernridge is identified in Schedules "A" and "B" attached hereto.
- B. AND WHEREAS a sanitary lift station, sewer forcemain and related appurtenances as described in Schedule "C" attached hereto is required to be constructed for the development of lands owned by the Developer within the Benefiting Area.
- C. AND WHEREAS the Works are not currently scheduled for construction by the Township.
- D. AND WHEREAS certain portions of the Works are included within the Township's Development Cost Charge program.
- E. AND WHEREAS the Developer has agreed to construct the Works.
- F. AND WHEREAS the Works may benefit the development of other lands within the Benefiting Area.

G. AND WHEREAS Section 570 of the Act authorizes the Township to enter into an agreement with the Developer for the provision of the Works and the allocation of all or part of the cost to construct the Works amongst lands within the Benefiting Area.

H. AND WHEREAS Section 565 of the Act states:

*"(3) "Despite a development cost charge bylaw, if a work required to be provided under a development works agreement under section 570 (2) [municipal agreements with private developers] is included in the calculations used to determine the amount of a development cost charge, the applicable amount calculated under subsection (4) or (5) is to be deducted from the development cost charge that would otherwise be payable for that class of work."*

*(4) For a development cost charge payable by a developer for a work provided by the developer under the agreement, the amount deducted under subsection (3) is to be calculated as*

*(a) the cost of the work*

*less*

*(b) the amount to be paid by the municipality to the developer under section 570 (3) (b), other than an amount that is an interest portion under section 570 (6) (c).*

*(5) For a development cost charge payable by a person other than the developer referred to in subsection (4), the amount deducted under subsection (3) is to be calculated as*

*(a) the amount charged under section 570 (2) (b) to the owner of the property*

*less*

*(b) any interest portion of that charge under section 570 (6) (c)."*

I. AND WHEREAS the Township and the Developer have entered into this Agreement to provide for the construction of the Works, the allocation of the costs thereof throughout the Benefiting Area and the collection and remittance of the Specified Charges imposed pursuant to the Development Works Agreement Bylaw.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE \$1.00 DOLLAR of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## 1. DEFINITIONS

In this Agreement and in the recital above:

"Act" means the Local Government Act, RSBC 2015, Chapter 1, as revised, re-enacted or consolidated from time to time and any successor statute;

**"Actual Capital Cost of the Works"** means the actual Capital Cost of the Works as described in Section 4(d);

**"Agreement"** means this agreement and all Schedules attached hereto, which form part of the agreement;

**"Benefiting Area"** means the real property described in Schedule "A" attached hereto;

**"Benefiting Parcel"** means the parcels of land situated in the Benefiting Area as of the date of this Agreement and described in Schedule "A" and any subdivided portion thereof;

**"Capital Cost"** means the cost to design, engineer and construct the Works excluding Goods and Services Tax;

**"Council"** means the elected council of the Township;

**"DCC Sanitary"** means that portion of the Works which is included in the Township's DCC program;

**"Developer"** means South Brookwood Infrastructure Inc.;

**"Development Cost Charge"** and **"DCC"** means a charge imposed pursuant to the Township's Development Cost Charge Bylaw;

**"Development Cost Charge Bylaw"** means the Township's Development Cost Charge Bylaw 2012, No. 4963, enacted by the Township under the Act as revised, re-enacted or consolidated from time to time and any successor bylaws;

**"Development Works Agreement Bylaw"** means Drainage Development Works Agreement Bylaw 2019 No. 5472 enacted by the Township under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

**"Estimated Capital Cost of the Works"** means \$3,385,287.31;

**"General Manager of Engineering"** means the General Manager of Engineering for the Township or his designate;

**"Owner"** and **"Owners"** means each of the registered owners from time to time of a Benefiting Parcel;

**"Servicing Agreement"** means a servicing agreement in form and substance acceptable to the General Manager of Engineering executed by the Developer with respect to the construction and provision of the Works;

**"Specified Charge"** means the charge imposed upon the Owner of a Benefiting Parcel pursuant to the Development Works Agreement Bylaw;

**"Term"** means the period of time that this Agreement is in effect as specified in Section 5;

**"Works"** means the Sanitary Works described in Schedule "C".

## 2. AREA SUBJECT OF AGREEMENT

The Benefiting Area is the subject of this Agreement

### 3. CONSTRUCTION OF SANITARY

The Developer shall, at its sole cost and expense, construct and provide the Works in accordance with the Servicing Agreement.

### 4. SANITARY COSTS

- (a) Upon development of a Benefiting Parcel during the Term the Owner of that Benefiting Parcel shall pay to the Township the Specified Charge payable with respect to that development;
- (b) The Specified Charge shall be payable to Township in accordance with the terms of the Development Works Agreement Bylaw;
- (c) If a Specified Charge is payable, Council, an Approving Officer, a building inspector or other municipal authority may, but is not obligated to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of a Benefiting Parcel, or do any other thing necessary for the development of a Benefiting Parcel until the Specified Charge has been paid;
- (d) After completion of the construction of the Works and in accordance with the Servicing Agreement and to the satisfaction of the General Manager of Engineering, the Developer's engineer or an engineer appointed by the Township shall calculate and submit to the General Manager of Engineering for approval, the Actual Capital Cost of the Works.
- (e) The Township is not responsible for financing any part of the design or construction of the Works;
- (f) In consideration of the satisfactory completion of the construction of the Works by the Developer, to the acceptance of the General Manager of Engineering without incurring any cost to the Township, the Township agrees to collect from each Owner of a Benefiting Parcel the Specified Charges levied in accordance with the terms of the Development Works Agreement Bylaw;
- (g) Subsequent to the completion of the construction of the Works in accordance with the Servicing Agreement to the acceptance of the General Manager of Engineering and the approval of the Actual Capital Cost of the Works, the Township shall pay to the Developer, at the beginning of the next calendar year and each calendar year thereafter, the Specified Charges collected from the previous year in respect of the development of Benefiting Parcels. The Township, at its sole discretion, may make partial payments at any time during a calendar year. The Township shall have no further obligation to the Developer to make any other payment pursuant to this Agreement. The Developer agrees that any interest earned by the Township on Specified Charges from the date of their collection to the date of their payment to the Developer shall be retained by the Township in consideration of the Township costs of administering this Agreement. If the said payments are returned to the Township unclaimed by the Developer and if the Township is unable to locate the Developer after all reasonable efforts, then the Township shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the Township; and

- (h) In the event of the assignment or transfer of the rights of the Developer under Section 4(g), the Township shall pay any benefits accruing thereunder, after notice, to such successor of the Developer as the Township, in its judgment, deems entitled to such benefits; and in the event of conflicting demands being made upon the Township for benefits accruing under this Agreement, then the Township may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the Township believes to be necessary or proper, and the Township shall be discharged from further liability upon payment to the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the Township shall be entitled to recover its legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

## **5. TERM**

- (a) The term of this Agreement shall commence upon the adoption of the Development Works Agreement Bylaw and shall expire on the earlier of:
- i) fifteen (15) years from the date of the adoption of the Development Works Agreement Bylaw; and
  - ii) upon the Developer receiving the maximum Specified Charges imposed upon the Benefiting Area pursuant to the Development Works Agreement Bylaw;
- (b) The Developer covenants and agrees that no Specified Charges shall be due and payable to the Developer subsequent to the expiration of the Term.

The benefits and obligations of this Agreement shall come into force upon the adoption of the Development Works Agreement Bylaw.

## **6. LATECOMER CHARGES**

- (a) The Developer covenants and agrees that it will not apply for nor enter into any latecomer agreements with the Township with respect to the Works and the Developer hereby releases and discharges the Township, its officers, employees, servants and agents and covenants and agrees to indemnify and save harmless the Township, its officers, employees, servants and agents from and against all damages, losses, costs, actions, causes of action, claims, demands and expenses (including legal fees and litigation) which may arise or accrue to any person, firm or corporation against the Township, its officers, employees, servants and agents for which the Township, its officers, employees, servants and agents may pay, incur, sustain or be put to by reason of the application of Section 507 of the Local Government Act as amended from time to time to the Works.

## **7. INDEMNITY**

The Developer covenants and agrees to indemnify and save harmless the Township against:

- (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works; and
- (b) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works.



## 8. MUNICIPAL COSTS

The Developer shall pay to the Township, by cash or bank draft, prior to the Township executing this Agreement, a fee of \$15,000 for the preparation, registration and administration of this Agreement.

## 9. NOTICES

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer at the following address:

South Brookwood Infrastructure Inc.,  
770 W Georgia Street, 25<sup>th</sup> Floor  
Vancouver BC V7Y 1K8

and to the Township as follows:

Township of Langley  
20338 – 65 Avenue  
Langley, BC V2Y 3J1  
Attention: Manager of Development Engineering

Or such change of address as the Township has, by written notification, forwarded to the other parties.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- i) if delivered, on the date of delivery; or
  - ii) if mailed, then on the fifth (5<sup>th</sup>) day after the mailing thereof.

## 10. BINDING ON SUCCESSORS

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
- (b) The Developer shall not assign or transfer their interest in this Agreement without the prior written consent of the Township which consent may be arbitrarily withheld.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

## 12. LAWS OF BRITISH COLUMBIA

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

**13. SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" – List of Benefiting Parcels;
- (b) Schedule "B" – Map of Benefiting Area;
- (c) Schedule "C" – Description of the Works;

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first above written.

**FOR CORPORATE  
BODY**

SIGNED BY: )  
)  
\_\_\_\_\_)  
)  
In the presence of: )  
(witness): )  
**Signature** \_\_\_\_\_ )  
**Name** \_\_\_\_\_ )  
**Address** \_\_\_\_\_ )  
**Occupation** \_\_\_\_\_ )

**FOR THE  
CORPORATION OF  
THE TOWNSHIP OF  
LANGLEY**

SIGNED BY GENERAL MANAGER, )  
ENGINEERING & COMMUNITY )  
DEVELOPMENT )  
For and on behalf of )  
THE CORPORATION OF THE )  
TOWNSHIP OF LANGLEY )  
)  
\_\_\_\_\_)  
**GENERAL MANAGER, ENGINEERING )  
& COMMUNITY DEVELOPMENT** )

)  
SIGNED BY TOWNSHIP )  
CLERK )  
For and on behalf of )  
THE CORPORATION OF THE )  
TOWNSHIP OF LANGLEY )  
)  
\_\_\_\_\_)  
**TOWNSHIP CLERK** )

)  
In the presence of: )  
(as to both Township signatures) )  
)  
\_\_\_\_\_)  
Name: )  
Address: )  
Occupation: )

**SCHEDULE "A"**  
**LIST OF BENEFITING PARCELS**

<b>Map ID</b>	<b>Parcel Identifier</b>	<b>Civic Address</b>	<b>Legal Description</b>	<b>Net Developable Area (ha) (Used for petition area)</b>
1	001-311-298	19807 28 AVE	LT 41 SEC 22 TWP 7 NWD PL 48053	0.96
2	007-094-043	19839 28 AVE	LT 33 SEC 22 TWP 7 NWD PL 34684	0.96
3	006-756-506	19869 28 AVE	LT 31 SEC 22 TWP 7 NWD PL 33064	0.93
4	008-389-144	19891 28 AVE	LT 35 SEC 22 TWP 7 NWD PL 36969	0.96
5	002-235-218	19846 28 AVE	N 1/2 LT 28 SEC 22 TWP 7 NWD PL 1148	1.13
6	001-551-744	19816 30 AVE	LT 40 SEC 22 TWP 7 NWD PL 48053	0.91
7	004-017-030	19840 30 AVE	LT 32 SEC 22 TWP 7 NWD PL 34684	0.91
8	006-756-476	19860 30 AVE	LT 30 SEC 22 TWP 7 NWD PL 33064	0.93
9	004-254-490	19886 30 AVE	LT 34 SEC 22 TWP 7 NWD PL 36969	0.91
10	004-246-985	19820 28 AVE	E 1/2 LT 27 SEC 22 TWP 7 PL 1148	1.11
11	012-012-386	19782 28 AVE	W 1/2 LT 27 SEC 22 TWP 7 NWD PL 1148	1.11
12	001-772-881	19764 28 AVE	LT 34 SEC 22 TWP 7 NWD PL 66248	1.10
13	003-749-649	19738 28 AVE	LT 33 SEC 22 TWP 7 NWD PL 66248	1.10
14	016-012-933	3031 200 ST	PCL A SEC 22 TWP 7 NWD PL 85336	4.28
15	012-021-237	3083 200 ST	N 1/2 LT 10 SEC 22 TWP 7 NWD PL 1168	1.44
16	001-504-479	19882 32 AVE	E 1/2 LT 6 SEC 22 TWP 7 NWD PL 1168	0.97
17	012-021-172	19858 32 AVE	W 1/2 LT 6 SEC 22 TWP 7 NWD PL 1168	0.97
18	012-021-164	19832 32 AVE	E 1/2 LT 5 SEC 22 TWP 7 NWD PL 1168	0.97
19	012-021-156	19810 32 AVE	W 1/2 LT 5 SEC 22 TWP 7 NWD PL 1168	0.97
20	004-296-346	19790 32 AVE	E 1/2 LT 4 SEC 22 TWP 7 NWD PL 1168	0.96
21	006-488-251	19740 32 AVE	LT 26 SEC 22 TWP 7 NWD PL 30064	1.77

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha) (Used for petition area)
22	006-488-269	19724 32 AVE	LT 27 SEC 22 TWP 7 PL 30064	1.12
23	012-021-130	19684 32 AVE	LT 2 SEC 22 TWP 7 NWD PL 1168	1.93
24	002-009-170	3134 196 ST	S 1/2 LT 1 SEC 22 TWP 7 NWD PL 1168	0.97
25	000-638-650	19642 32 AVE	E 1/2 N 1/2 LT 1 SEC 22 TWP 7 NWD PL 1168	0.49
26	012-021-121	3170 196 ST	W 1/2 N 1/2 LT 1 SEC 22 TWP 7 NWD PL 1168	0.48
27	007-910-274	19889 32 AVE	E 1/2 LT 8 SEC 27 TWP 7 NWD PL 7916	0.94
28	011-273-615	19865 32 AVE	S 1/2 W 1/2 LT 8 SEC 27 TWP 7 NWD PL 7916	0.47
29	004-537-513	19866 33A AVE	N 1/2 W 1/2 LOT 8 SEC 27 TWP 7 NWD PL 7916	0.47
30	011-273-593	19853 32 AVE	E 1/2 LT 7 SEC 27 TWP 7 NWD PL 7916	0.95
31	011-273-607	19831 32 AVE	W 1/2 LT 7 SEC 27 TWP 7 NWD PL 7916	0.95
32	011-273-585	19811 32 AVE	LT 6 SEC 27 TWP 7 PL 7916	0.95
33	011-273-551	19803 32 AVE	W 1/2 LT 6 SEC 27 TWP 7 NWD PL 7916	0.95
34	011-273-542	19779 32 AVE	E 1/2 LT 5 SEC 27 TWP 7 NWD PL 7916	0.95
35	011-273-577	19769 32 AVE	W 1/2 LT 5 SEC 27 TWP 7 NWD PL 7916	0.95
36	011-273-534	19721 32 AVE	LT 4 SEC 27 TWP 7 NWD PL 7916	1.89
37	002-605-511	19685 32 AVE	LT 3 SEC 27 TWP 7 NWD PL 7916	1.89
38	009-698-833	19671 32 AVE	LT 2 SEC 27 TWP 7 NWD PL 76817	0.94
39	009-698-825	19644 33A AVE	LT 1 SEC 27 TWP 7 NWD PL 76817	0.94
40	011-273-518	19629 32 AVE	LT 1 SEC 27 TWP 7 NWD PL 7916	0.39
41	003-647-404	19616 33A AVE	LT 1 SEC 27 TWP 7 NWD PL 7916	0.84
42	006-560-130	19801 28 AVE	LT 3 SEC 22 TWP 7 NWD PL 73850	0.84
43	006-560-105	19787 28 AVE	LT 2 SEC 22 TWP 7 NWD PL 73850	0.85

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha) (Used for petition area)
44	006-560-075	19792 30 AVE	LT 1 SEC 22 TWP 7 NWD PL 73850	0.81
45	000-510-025	2920 197A ST	LT 51 SEC 22 TWP 7 NWD PL 67645	0.81
46	000-510-033	2956 197A ST	LT 52 SEC 22 TWP 7 NWD PL 67645	0.81
47	000-509-388	2935 197A ST	LT 55 SEC 22 TWP 7 NWD PL 67644	1.14
48	000-509-361	2955 197A ST	LT 54 SEC 22 TWP 7 NWD PL 67644	1.13
49	010-399-691	2936 196 ST	N1/2 OF W 324' BLK A SEC 22 TWP 7 NWD PL 8030	1.94
50	012-012-378	19694 28 AVE	LT 25 SEC 22 TWP 7 NWD PL 1148	2.23
51	002-399-539	19640 28 AVE	E 1/2 LT 24 SEC 22 TWP 7 NWD PL 1148	1.11
52	012-021-300	2863 200 ST	LT 23 SEC 22 TWP 7 NWD PL 1168	0.39
53	011-273-631	19905 32 AVE	W 1.757 CHAINS LT 9 SEC 27 TWP 7 NWD PL 7916	0.61
54	010-264-477	19937 32 AVE	LT A SEC 27 TWP 7 NWD PL 17351	1.30
55	002-240-025	19932 32 AVE	LT 7 SEC 22 TWP 7 NWD PL 1168	0.97
56	012-021-334	19943 28 AVE	W 1/2 LT 24 SEC 22 TWP 7 NWD PL 1168	0.97
57	008-540-683	3135 200 ST	LT 36 SEC 22 TWP 7 NWD PL 38813	0.47
58	008-540-713	3103 200 ST	LT 37 SEC 22 TWP 7 NWD PL 38813	0.47
59	002-209-438	2868 196 ST	LT 43 SEC 22 TWP 7 NWD PL 59892	0.97
60	000-510-114	2887 197A ST	LT 46 SEC 22 TWP 7 NWD PL 67646	0.81
61	000-510-017	2862 197A ST	LT 50 SEC 22 TWP 7 NWD PL 67645	0.84
62	000-510-122	2859 197A ST	LT 47 SEC 22 TWP 7 NWD PL 67646	0.81
63	005-828-384	19613 28 AVE	LT 42 SEC 22 TWP 7 NWD PL 59892	0.97
64	000-510-131	19655 28 AVE	LT 48 SEC 22 TWP 7 NWD PL 67646	0.81
65	000-510-009	19759 28 AVE	LT 49 SEC 22 TWP 7 NWD PL 67645	0.84

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha) (Used for petition area)
66	012-012-360	2780 196 ST	W 1/2 LT 24 SEC 22 TWP 7 NWD PL 1148	1.10

## SCHEDULE "B" MAP OF BENEFITING AREA

THIS DRAWING AND DESIGN IS THE PROPERTY OF M&J-HARVEY CONSULTING ENGINEERS LTD. (M&J-HARVEY) AND SHALL NOT BE LOANED, REPRODUCED OR REPRODUCED WITHOUT THE CONSENT OF M&J-HARVEY. M&J-HARVEY WILL NOT BE RESPONSIBLE FOR THE IMPROPER OR UNAUTHORIZED USE OF THIS DRAWING AND DESIGN. THIS DRAWING IS FOR THE USE OF THE CLIENT ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DESIGN AND DRAWING SHOWN ON THE DRAWING ARE SUBJECT TO THE DETAILED SURVEY AND CALCULATION AND MAY VARY. THE INFORMATION CONTAINED HEREIN IS PROVIDED FOR THE CLIENT'S USE ONLY TO MEET THE REQUIREMENTS AND REQUIREMENTS OF THE APPLICABLE PUBLIC ACTS AND THE TOWN OF FERNRIDGE. M&J-HARVEY, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY LOSS OR OTHER CONSEQUENCES RESULTING FROM THE USE OR RELIANCE UPON OR ANY CHANGES MADE TO THIS DRAWING BY ANY THIRD PARTY. PROCEEDING CONTRACTUAL, NEGLIGENCE, CONTRACTIVE AND IF APPLICABLE, ON THE PART OF M&J-HARVEY, WITHOUT M&J-HARVEY'S PRIOR WRITTEN CONSENT. INFORMATION ON CERTAIN LANDS AND FACILITIES MAY NOT BE COMPLETE OR ACCURATE. M&J-HARVEY, ITS EMPLOYEES AND DIRECTORS ARE NOT RESPONSIBLE FOR THE LOCATION OF ANY AND DISSEMINATED COASTAL FISHING, CATCHES OR OTHER FACILITIES IN OTHER DRAWING OR ANY TO WHICH THIS PLAN, PRIOR TO COMMENCING CONSTRUCTION SHALL BE THE LOCATION OF ALL CATCHES OR OTHER FACILITIES OF ANY KIND AND AGENTS OF M&J-HARVEY.

### LEGEND

- FRONT ENDER'S LANDS
- BENEFITING LANDS
- EXCLUDED LANDS  
GREENWAYS, ROAD, ETC.
- CATCHMENT BOUNDARY



#### Notes:

1. Densities determined Brookwood-Fernridge Community Plan, 2017
2. Areas determined from the Township of Langley Geosources.

### DWA SANITARY CATCHMENT

Brookwood  
32 Ave & 198 St  
Township of Langley, BC

DATE: March 26, 2019  
PREPARED FOR: South Brookwood Infrastructure  
SCALE: 1:7500 @ 11" X 17"  
MCSL PROJECT: 2111-03422-07  
MUN. PROJECT: 07-27-0062

**McElhenny**  
McElhenny Consulting Services Ltd.  
Suite 2300 13450 - 102 Avenue Surrey BC Canada V3T 5X3  
Tel 604 596 0361 - Fax 604 594 5200



**SCHEDULE "C"**  
**DESCRIPTION OF THE WORKS**

- A sanitary lift station located at the southeast corner of 33A Avenue and 196 Street to service approximately 69 ha of the northwest quadrant of the Booth area in the Brookwood-Fernridge Community;
- Approximately 565 linear metres of 250 mm diameter sanitary forcemain and related appurtenances.
- Approximately 225 linear metres of 375 mm diameter gravity sanitary sewer trunk main and related appurtenances.