

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DRAINAGE DEVELOPMENT WORKS AGREEMENT

(1081760 BC LTD.) BYLAW 2021 NO. 5697

EXPLANATORY NOTE

Bylaw 2021 No. 5697 authorizes the execution of a Development Works Agreement between the Township of Langley and 1081760 BC Ltd., for the provision of Drainage Works in the Fernridge Neighbourhood Plan area 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

DRAINAGE DEVELOPMENT WORKS AGREEMENT

(1081760 BC LTD.) BYLAW 2021 NO. 5697

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 "Drainage Development Works Agreement (1081760 BC Ltd.) Bylaw 2021 No. 5697".
2. Appendix "A" is a copy of the Development Works Agreement.
3. If any section, subsection, sentence, clause or phrase of the Bylaw is for any reason held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the holding invalidity shall not affect the validity of the remainder of the Bylaw.
4. The Township enters into, and Mayor and Corporate Officer are authorized to, execute that certain form of development works agreement attached to and forming part of this bylaw as Appendix "A".

This Bylaw is repealed 15 years after the date of its adoption. apply.

READ A FIRST TIME the	14	day of	June	, 2021
READ A SECOND TIME the	14	day of	June	, 2021
READ A THIRD TIME the	14	day of	June	, 2021
ADOPTED the		day of		, 2021

_____ Mayor _____ Township Clerk

**APPENDIX "A" TO
BYLAW 2021 NO. 5697**

**DEVELOPMENT WORKS AGREEMENT
FOR DRAINAGE WORKS**

Project # 07-23-0070

THIS AGREEMENT dated for reference the _____ day of _____, 2021

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:

1081760 BC LTD., a body corporate, duly incorporated under the laws of the
Province of British Columbia, having its place of business at 201 – 12837 76
Avenue, Surrey, BC V3W 2V3

(the "Developer")

OF THE SECOND PART

- A. WHEREAS real property within a drainage catchment area of the Brookwood-Fernridge Community Plan is identified in Schedules "A" and "B" attached hereto.
- B. AND WHEREAS a storm water detention facility 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, R.S.B.C. 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 Drainage" means that portion of the Works which is included in the Township's DCC program; \$2,557,161.53

"Developer" means 1081760 BC Ltd;

"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 Bylaw 2021 No. 5697 enacted by the Township under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

"Estimated Cost of the Works" means the estimated Capital Cost of the entire Works, including the DCC Drainage portion. The Estimated Cost of the Works for Bylaw 2021 No. 5697 is \$4,774,804.39;

"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 \$67,554.89 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 5;

"Term" means the period of time that this Agreement is in effect as specified in Section 6;

"**Works**" means the Drainage Works including the DCC Drainage and related appurtenances described in Schedule "C".

2. AREA SUBJECT OF AGREEMENT

The Benefiting Area is the subject of this Agreement

3. CONSTRUCTION OF DRAINAGE

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

4. DRAINAGE 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. INTEREST

- (a) 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 3.95% per annum calculated annually in advance.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

1081760 BC Ltd.
201 – 12837 76 Avenue
Surrey, BC. V3W 2V3

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 (5th) day after the mailing thereof.

11. 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.

12. 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.

13. 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.

14. 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

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
1	031-353-622	TBD	LT 1, SEC 23, TWP 7 NWD, PL EPP108289	0.07
2	031-353-631	TBD	LT 2, SEC 23, TWP 7 NWD, PL EPP108289	0.07
3	031-353-649	TBD	LT 3, SEC 23, TWP 7 NWD, PL EPP108289	0.07
4	031-353-657	TBD	LT 4, SEC 23, TWP 7 NWD, PL EPP108289	0.07
5	031-353-681	TBD	LT 5, SEC 23, TWP 7 NWD, PL EPP108289	0.07
6	031-353-690	TBD	LT 6, SEC 23, TWP 7 NWD, PL EPP108289	0.07
7	031-353-703	TBD	LT 7, SEC 23, TWP 7 NWD, PL EPP108289	0.07
8	031-353-711	TBD	LT 8, SEC 23, TWP 7 NWD, PL EPP108289	0.07
9	031-353-720	TBD	LT 9, SEC 23, TWP 7 NWD, PL EPP108289	0.07
10	031-353-738	TBD	LT 10, SEC 23, TWP 7 NWD, PL EPP108289	0.07
11	031-353-746	TBD	LT 11, SEC 23, TWP 7 NWD, PL EPP108289	0.07
12	031-353-771	TBD	LT 12, SEC 23, TWP 7 NWD, PL EPP108289	0.07
13	031-353-789	TBD	LT 13, SEC 23, TWP 7 NWD, PL EPP108289	0.07
14	031-353-797	TBD	LT 14, SEC 23, TWP 7 NWD, PL EPP108289	0.07
15	031-353-801	TBD	LT 15, SEC 23, TWP 7 NWD, PL EPP108289	0.07

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
16	031-353-819	TBD	LT 16, SEC 23, TWP 7 NWD, PL EPP108289	0.07
17	031-353-827	TBD	LT 17, SEC 23, TWP 7 NWD, PL EPP108289	0.07
18	031-353-835	TBD	LT 18, SEC 23, TWP 7 NWD, PL EPP108289	0.07
19	031-353-843	TBD	LT 19, SEC 23, TWP 7 NWD, PL EPP108289	0.07
20	031-353-851	TBD	LT 20, SEC 23, TWP 7 NWD, PL EPP108289	0.07
21	031-353-860	TBD	LT 21, SEC 23, TWP 7 NWD, PL EPP108289	0.07
22	031-353-878	TBD	LT 22, SEC 23, TWP 7 NWD, PL EPP108289	0.07
23	031-353-886	TBD	LT 23, SEC 23, TWP 7 NWD, PL EPP108289	0.07
24	031-353-894	TBD	LT 24, SEC 23, TWP 7 NWD, PL EPP108289	0.07
25	031-353-908	TBD	LT 25, SEC 23, TWP 7 NWD, PL EPP108289	0.07
26	031-353-916	TBD	LT 26, SEC 23, TWP 7 NWD, PL EPP108289	0.07
27	031-353-924	TBD	LT 27, SEC 23, TWP 7 NWD, PL EPP108289	0.07
28	031-353-932	TBD	LT 28, SEC 23, TWP 7 NWD, PL EPP108289	0.07
29	031-353-941	TBD	LT 29, SEC 23, TWP 7 NWD, PL EPP108289	0.07
30	031-353-959	TBD	LT 30, SEC 23, TWP 7 NWD, PL EPP108289	0.07
31	031-353-967	TBD	LT 31, SEC 23, TWP 7 NWD, PL EPP108289	0.07

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
32	031-353-975	TBD	LT 32, SEC 23, TWP 7 NWD, PL EPP108289	0.07
33	031-353-983	TBD	LT 33, SEC 23, TWP 7 NWD, PL EPP108289	0.07
34	031-353-991	TBD	LT 34, SEC 23, TWP 7 NWD, PL EPP108289	0.08
35	031-354-009	TBD	LT 35, SEC 23, TWP 7 NWD, PL EPP108289	0.07
36	031-354-017	TBD	LT 36, SEC 23, TWP 7 NWD, PL EPP108289	0.07
37	031-354-025	TBD	LT 37, SEC 23, TWP 7 NWD, PL EPP108289	0.07
38	031-354-033	TBD	LT 38, SEC 23, TWP 7 NWD, PL EPP108289	0.07
39	031-354-041	TBD	LT 39, SEC 23, TWP 7 NWD, PL EPP108289	0.07
40	031-354-050	TBD	LT 40, SEC 23, TWP 7 NWD, PL EPP108289	0.07
41	031-354-068	TBD	LT 41, SEC 23, TWP 7 NWD, PL EPP108289	0.07
42	031-354-076	TBD	LT 42, SEC 23, TWP 7 NWD, PL EPP108289	0.07
43	031-354-084	TBD	LT 43, SEC 23, TWP 7 NWD, PL EPP108289	0.07
44	031-354-092	TBD	LT 44, SEC 23, TWP 7 NWD, PL EPP108289	0.07
45	031-354-106	TBD	LT 45, SEC 23, TWP 7 NWD, PL EPP108289	0.07
46	031-354-114	TBD	LT 46, SEC 23, TWP 7 NWD, PL EPP108289	0.07
47	031-354-122	TBD	LT 47, SEC 23, TWP 7 NWD, PL EPP108289	0.07

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
48	031-354-131	TBD	LT 48, SEC 23, TWP 7 NWD, PL EPP108289	0.07
49	031-354-149	TBD	LT 49, SEC 23, TWP 7 NWD, PL EPP108289	0.07
50	031-354-157	TBD	LT 50, SEC 23, TWP 7 NWD, PL EPP108289	0.07
51	031-354-165	TBD	LT 51, SEC 23, TWP 7 NWD, PL EPP108289	0.07
52	031-354-173	TBD	LT 52, SEC 23, TWP 7 NWD, PL EPP108289	0.07
53	031-354-181	TBD	LT 53, SEC 23, TWP 7 NWD, PL EPP108289	0.07
54	031-354-190	TBD	LT 54, SEC 23, TWP 7 NWD, PL EPP108289	0.07
55	031-354-203	TBD	LT 55, SEC 23, TWP 7 NWD, PL EPP108289	0.07
56	031-354-211	TBD	LT 56, SEC 23, TWP 7 NWD, PL EPP108289	0.07
57	031-354-220	TBD	LT 57, SEC 23, TWP 7 NWD, PL EPP108289	0.07
58	031-354-238	TBD	LT 58, SEC 23, TWP 7 NWD, PL EPP108289	0.07
59	031-354-246	TBD	LT 59, SEC 23, TWP 7 NWD, PL EPP108289	0.07
60	031-354-254	TBD	LT 60, SEC 23, TWP 7 NWD, PL EPP108289	0.07
61	031-354-254	TBD	LT 61, SEC 23, TWP 7 NWD, PL EPP108289	0.07
63	002-462-940	2450 204 ST	LT 42, SEC 23, TWP 7, NWD, PL NWP60211	0.83
64	002-462-958	20447 24 AVE	LT 43, SEC 23, TWP 7, NWD, PL NWP60211	0.83

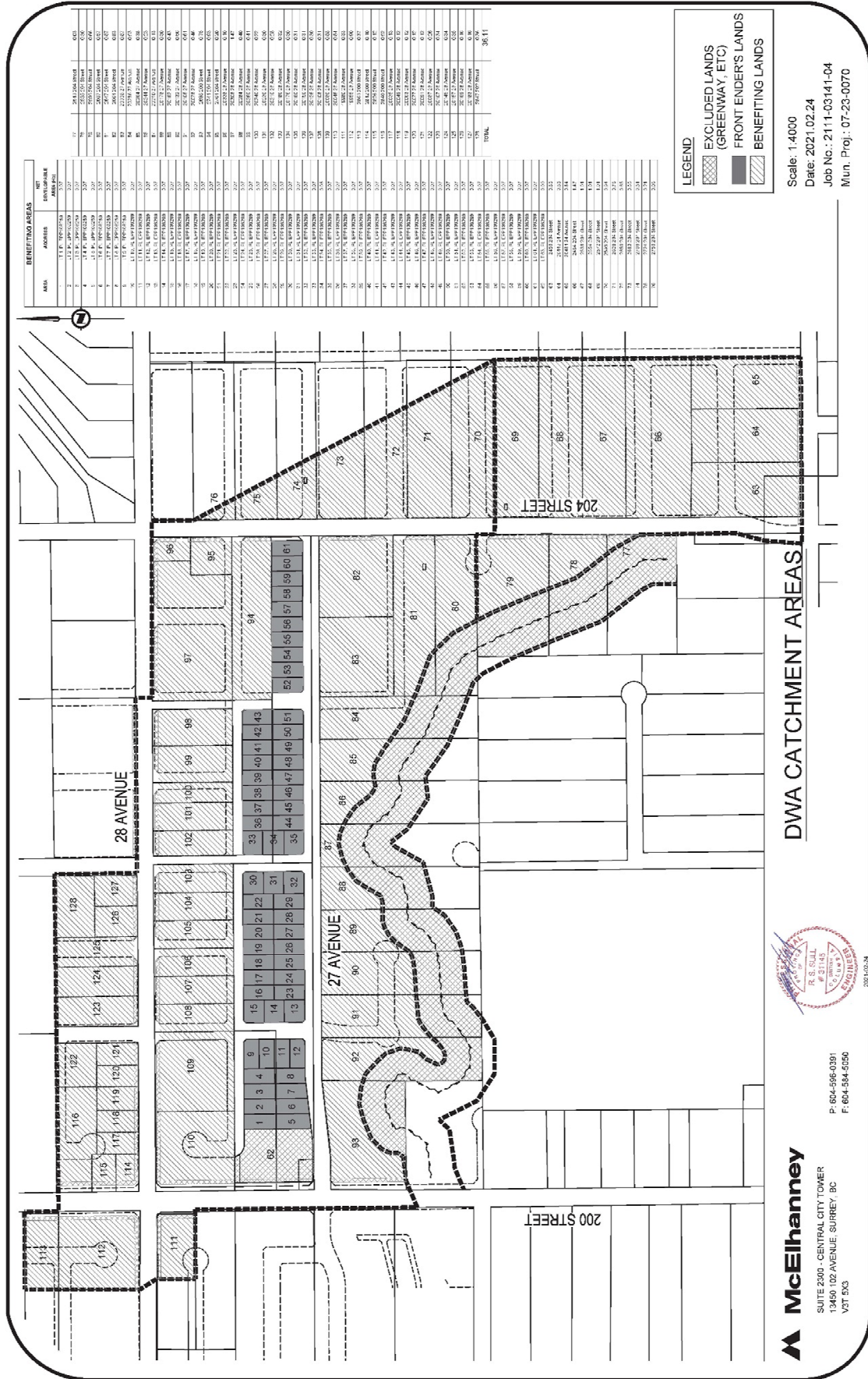
Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
65	002-091-071	20481 24 AVE	LT 44, SEC 23, TWP 7, NWD, PL NWP60211	0.84
66	002-462-923	2484 204 ST	LT 41, SEC 23, TWP 7, NWD, PL NWP60211	1.47
67	005-602-424	2538 204 ST	LT 25, SEC 23, TWP 7, NWD, PL NWP38846	1.01
68	008-554-765	2554 204 ST	LT 24, SEC 23, TWP 7, NWD, PL NWP38846	1.01
69	011-038-039	2572 204 ST	SEC 23, TWP 7, NWD, PL NWPNWP3119	1.01
70	011-038-047	2596 204 ST	SEC 23, TWP 7, NWD, PL NWPNWP3119	0.94
71	011-038-080	2628 204 ST	SEC 23, TWP 7, NWD, PL NWPNWP3119	0.78
72	011-038-110	2650 204 ST	SEC 23, TWP 7, NWD, PL NWPNWP3119	0.65
73	011-038-152	2682 204 ST	LT 11, SEC 23, TWP 7, NWD, PL NWP3119	0.55
74	003-380-335	2708 204 ST	SEC 23, TWP 7, NWD, PL NWP3119	0.31
75	003-527-450	2724 204 ST	LT 48, SEC 23, TWP 7, NWD, PL NWP65081	0.21
76	003-527-468	2750 204 ST	LT 49, SEC 23, TWP 7, NWD, PL NWP65081	0.08
77	007-170-009	2513 204 ST	LT 13, SEC 23, TWP 7, NWD, PL NWP35140	0.03
78	001-070-118	2535 204 ST	LT 12, SEC 23, TWP 7, NWD, PL NWP35140	0.30
79	000-822-752	2595 204 ST	LT 11, SEC 23, TWP 7, NWD, PL NWP35140	0.66
80	008-459-541	2607 204 ST	LT 27, SEC 23, TWP 7, NWD, PL NWP37689	0.57

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
81	002-170-116	2647 204 ST	LT 26, SEC 23, TWP 7, NWD, PL NWP37689	0.87
82	008-499-489	2661 204 ST	LT 29, SEC 23, TWP 7, NWD, PL NWP37953	0.83
83	008-499-471	20308 27 AVE	LT 28, SEC 23, TWP 7, NWD, PL NWP37953	0.87
84	005-682-614	20286 27 AVE	LT 25, SEC 23, TWP 7, NWD, PL NWP35623	0.53
85	007-186-991	20264 27 AVE	LT 24, SEC 23, TWP 7, NWD, PL NWP35623	0.38
86	007-186-975	20244 27 AVE	LT 23, SEC 23, TWP 7, NWD, PL NWP35623	0.23
87	007-186-959	20210 27 AVE	LT 22, SEC 23, TWP 7, NWD, PL NWP35623	0.13
88	004-111-397	20178 27 AVE	LT 21, SEC 23, TWP 7, NWD, PL NWP35623	0.30
89	007-186-924	20162 27 AVE	LT 20, SEC 23, TWP 7, NWD, PL NWP35623	0.43
90	001-490-800	20132 27 AVE	LT 19, SEC 23, TWP 7, NWD, PL NWP35623	0.56
91	007-186-916	20106 27 AVE	LT 18, SEC 23, TWP 7, NWD, PL NWP35623	0.61
92	007-186-878	20078 27 AVE	LT 17, SEC 23, TWP 7, NWD, PL NWP35623	0.46
93	007-186-835	2698 200 ST	LT 15, SEC 23, TWP 7, NWD, PL NWP35623	0.75
94	002-360-659	2741 204 ST	LT 31, SEC 23, TWP 7, NWD, PL NWP60118	0.93
95	009-293-809	2761 204 ST	LT F, SEC 23, TWP 7, NWD, PL NWP22901	0.20
96	009-293-779	20388 28 AVE	LT E, SEC 23, TWP 7, NWD, PL NWP22901	0.10

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
97	006-176-445	20308 28 AVE	LT E, SEC 23, TWP 7, NWD, PL NWP22901	1.47
98	010-249-320	20284 28 AVE	LT D, SEC 23, TWP 7, NWD, PL NWP17204	0.40
99	003-283-607	20260 28 AVE	LT C, BLK 4, SEC 23, TWP 7, NWD, PL NWP17204	0.41
100	001-795-031	20240 28 AVE	SEC 23, TWP 7, NWD, PL NWP12764	0.22
101	000-506-796	20230 28 AVE	LT B, SEC 23, TWP 7, NWD, PL NWP12764	0.30
102	009-741-046	20210 28 AVE	LT A, SEC 23, TWP 7, NWD, PL NWP12764	0.28
103	009-436-871	20186 28 AVE	LT 6, SEC 23, TWP 7, NWD, PL NWP10919	0.32
104	004-709-551	20176 28 AVE	LT 5, SEC 23, TWP 7, NWD, PL NWP10919	0.30
105	002-329-620	20160 28 AVE	LT 4, SEC 23, TWP 7, NWD, PL NWP10919	0.31
106	007-789-882	20156 28 AVE	LT 3, SEC 23, TWP 7, NWD, PL NWP10919	0.31
107	009-436-855	20126 28 AVE	LT 2, SEC 23, TWP 7, NWD, PL NWP10919	0.30
108	009-436-847	20108 28 AVE	LT 1, SEC 23, TWP 7, NWD, PL NWP10919	0.31
109	001-772-571	20080 28 AVE	SEC 23, TWP 7, NWD, PL NWP7891	0.88
110	011-271-736	20046 28 AVE	SEC 23, TWP 7, NWD, PL NWP7891	0.84
111	010-981-781	19980 28 AVE	LT A, SEC 22, TWP 7, NWD, PL NWP77730	0.33
112	012-021-351	19955 28 AVE	SEC 22, TWP 7, NWD, PL NWP1168	0.90

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Hectares
113	012-021-300	2863 200 ST	LT 23, SEC 22, TWP 7, NWD, PL NWP1168	0.37
114	010-299-769	2812 200 ST	LT 1, SEC 23, TWP 7, NWD, PL NWP17636	0.10
115	001-673-807	2826 200 ST	LT 2, SEC 23, TWP 7, NWD, PL NWP17636	0.12
116	010-299-777	2840 200 ST	LT 3, SEC 23, TWP 7, NWD, PL NWP17636	0.52
117	002-422-751	20035 28 AVE	LT 4, SEC 23, TWP 7, NWD, PL NWP17636	0.13
118	010-299-785	20049 28 AVE	LT 5, SEC 23, TWP 7, NWD, PL NWP17636	0.12
119	003-112-250	20063 28 AVE	LT 6, BLK 8, SEC 23, TWP 7, NWD, PL NWP17636	0.12
120	008-532-869	20077 28 AVE	LT 8, SEC 23, TWP 7, NWD, PL NWP20038	0.12
121	008-532-885	20091 28 AVE	LT 9, SEC 23, TWP 7, NWD, PL NWP20038	0.12
122	002-406-012	20087 28 AVE	LT 10, SEC 23, TWP 7, NWD, PL NWP20038	0.26
123	009-768-572	20107 28 AVE	LT 1, SEC 23, TWP 7, NWD, PL NWP13145	0.34
124	009-768-599	20145 28 AVE	LT 2, SEC 23, TWP 7, NWD, PL NWP13145	0.34
125	009-768-611	20157 28 AVE	LT 3, SEC 23, TWP 7, NWD, PL NWP13145	0.35
126	009-768-661	20169 28 AVE	LT 4, SEC 23, TWP 7, NWD, PL NWP13145	0.16
127	009-768-726	20183 28 AVE	LT 4, SEC 23, TWP 7, NWD, PL NWP13145	0.16
128	004-399-510	2847 202 ST	LT 5, SEC 23, TWP 7, NWD, PL NWP13145	0.36

SCHEDULE "B"
MAP OF BENEFITING AREA



SCHEDULE "C"
DESCRIPTION OF THE WORKS

Drainage works consisting of a detention pond of approximately 5,632 m² in area complete with approximately 206 linear metres of 525 mm diameter storm sewer, 30 linear metres of 675 mm diameter storm sewer, 20 linear metres of 750 mm diameter storm sewer, 6 manholes, flow control chamber, headwalls, erosion protection, landscaping and fencing, having an Estimated Capital Cost of the Works of \$4,774,804.39 all in accordance with the 1081760 BC Ltd. Bylaw 2021 No. 5697, as per design drawings numbered and named as follows:

- 2111-03141-04 Sheets 1 to 50 inclusive
Prepared by McElhanney Ltd.
- 19-044 Sheets L4 and L5
Prepared by PMG Landscape Architect