

City of Port Moody - Land Use Contract

205-261 Angela Drive

Zoning: RS1

0m 45 90

 **SUBJECT PROPERTIES**

CITY OF PORT MOODY

BY-LAW NO. 1353

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

WHEREAS by By-law No. 1277 of the City of Port Moody, dated the 7th day of June, 1976 the area of lands described as:

Lots 713, 714, 715, 716, 717, 718, 719, 720, 721, 722 and 723,
District Lot 377, Group One, Plan 46144, New Westminster District

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

AND WHEREAS by By-law No. 1277 of the City of Port Moody, dated the 7th day of June, 1976, the City was authorized to enter into a Land Use Contract with the Owner for the use and development of the said Development Area, pursuant to the provisions of the "Municipal Act";

AND WHEREAS notice of the Public Hearing to be held by the Council of the City of Port Moody, in the Social Recreation Centre, 300 Ioco Road, Port Moody, B.C. on the 9th day of August, 1977 at the hour of 7:30 p.m., was published in the issues of the "Columbian" Newspaper, dated, Wednesday, August 3rd, 1977 and Thursday, August 4th, 1977;

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

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

1. TITLE

This By-law may be cited for all purposes as "City of Port Moody Land Use Contract No. 6, Authorization By-law, 1977, No. 1353."

2. APPROVAL OF CONTRACT

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

READ A FIRST TIME this 22nd day of AUGUST, 1977.

READ A SECOND TIME this 22nd day of AUGUST, 1977.

READ A THIRD TIME this 22nd day of AUGUST, 1977.

RECONSIDERED AND FINALLY ADOPTED this 12th day of September 1977


Mayor


Municipal Clerk.

I HEREBY CERTIFY that the above is a true copy of By-law No. 1353 of the City of Port Moody.

Municipal Clerk.

LAND USE CONTRACT NO. 6. 5TH day of DECEMBER, 1977.

BETWEEN:

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

(hereinafter called the "City")

INITIALS

OF THE FIRST PART

LTD.

AND

BLOCK BROS. CONTRACTORS, a corporate
body carrying on business at 5th Floor 1030
West Georgia Street, in the City of Vancouver,
in the Province of British Columbia

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS upon the application of an owner of land within a development area, the Council of a Municipality, pursuant to Section 702A of the Municipal Act, may be by by-law notwithstanding any by-law of the Municipality, or Sections 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Sections 702 (2) and 702 (1) in arriving at the terms, conditions and considerations contained in a land use contract;

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality or Sections 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions, and for the consideration hereinafter set forth;

AND WHEREAS by By-law No. 1277 of the said City, dated the 7th day of June 1976, the area of lands described as:

Lots 713, 714, 715, 716, 717, 718, 719, 720,
721, 722, and 723, District Lot 377, Group
One, Plan 46144, N.W.D.

was designated as a Development Area, within the meaning of Sections 702 and 702 A of the Municipal Act, and pursuant to the provisions of the said Act.

AND WHEREAS by the aforesaid By-law No. 1277 of the said City dated the 7th day of June, 1976, the City was authorized to enter into this Land Use Contract with the Owner for the use and development of the said Development Area, in accordance with the terms and conditions hereinafter contained, and pursuant to the provisions of the Municipal Act;

AND WHEREAS notice of a Public Hearing, to be held by the Council of the City of Port Moody in the Display Room of the Social Recreation Centre, 300 Ioco Road, Port Moody, B.C. on Tuesday, August 9th, 1977 at the hour of 7:30 p.m., was published in the Issues of the "Columbian" Newspaper, dated Wednesday, August 3rd, 1977 and Thursday, August 4th, 1977;

AND WHEREAS the said Public Hearing was duly held at the time and place above-mentioned;

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

1. The Owner is the registered owner of an estate in fee simple of all and singular those certain parcels of land and premise situate, lying and being in the City of Port Moody in the Province of British Columbia, more particularly known and described as:

Lots 768,769,770,771,772,773,774,775,776,777,778,779,780,781,782.
District Lot 377 as shown on Subdivision Plan No. 54017
prepared by Helge J. Jacobsen, B.C.L.S., dated
SEPTEMBER 23, 1977,
marked Plan No. SB - 01 attached hereto, as
Schedule "1".

2. The Developer has obtained the consent of all persons having a registered interest in the lands to the use and development set forth herein.
3. The following maps, plans and schedules, marked as Schedule "A", are attached to form part of this Contract:

(a)	<u>Drawing No.</u>	<u>Description</u>
	SB - 01	Subdivision Plan

4. The following terms and conditions shall apply to the said Development Area:

(a) Permitted Uses of Land, Building and Structures

The following uses and no others shall be permitted:

Fifteen principal buildings for single family residential use along with such auxiliary buildings and off street parking as permitted under the regulations of Zoning By-law No. 1204, and such buildings shall be sited in accordance with the aforesaid Zoning By-law with no "Zero" lot line construction being permitted.

- (b) All buildings and structures on the lands shall conform to the provisions of the National Building Code and to all pertinent Fire Prevention Laws and Regulations, the Port Moody Building and Plumbing By-law No. 1271 and reasonable access for fire fighting purposes shall be provided to all buildings.

- (c) Shall be constructed in accordance with the provisions of the City of Port Moody Zoning By-law, 1974, No. 1204, with respect to their size, shape and finish.

4. (d) Inspections

The City may at all reasonable times enter upon the lands and carry out all necessary inspections to ensure that the land is used and developed in accordance with the terms and provisions of this agreement.

(e) Municipal Services, Works and Utilities

All Utilities, including Water, Sanitary Sewer, Storm Sewer and Domestic Gas, shall be placed underground and shall be provided in accordance with, at locations shown on Drawings submitted to and approved by the City Engineer prior to construction, and constructed in accordance with the requirements contained in By-laws provided for such installations.

Telephone and Electrical services shall be provided in such a manner as to connect to existing services, as provided by B.C. Hydro and B.C. Telephone, and constructed in accordance with the regulations provided for such installations.

(f) Warranty Programme

The Owner further covenants and agrees with the City that all buildings and structures to be constructed upon the said lands shall be registered under the "New Home Warranty Programme of British Columbia" prior to commencement of construction.

(g) Signs

Signs shall only be permitted in accordance with Section 402(2)(d) of the City of Port Moody Zoning By-law, 1974, No. 1204.

(h) Amendments

This Land Use Contract may be amended for minor alterations to plans and specifications by written agreement of the City Building Inspector.

5. Covenants of Owner for Security for Due Performance

(a) The Owner covenants and agrees that he will commence construction of services in conformity with the terms and conditions of this Land Use Contract within the period of three months from the date of its execution, and shall complete all such works undertaken within a period of twenty - four months from commencement of construction.

(b) As security for the due and proper performance of this Contract, and the covenants and agreements herein contained, the Owner has deposited with the City, prior to the execution of this document, a cash deposit or irrevocable letter of credit drawn by a Canadian Chartered Bank, or such other financial security, that is mutually acceptable to the City and the Owner, in the total amount of ten percentum of all servicing costs.

(c) The period of deposit or expiry date of letters of credit or other financial security shall be for a minimum period of 30 months from the execution date of this document or upon receipt of Completion Certificate.

(d) The Owner further covenants and agrees that ~~except with the prior approval of the City, no trees whose height is in excess of ten feet shall be cut in the back (south) twenty feet of each lot contained in this Land Use Contract.~~ ~~except with the prior approval of the City, no trees whose height is in excess of ten feet shall be cut in the back (south) twenty feet of each lot contained in this Land Use Contract.~~

INITIALS



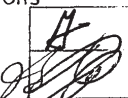
5. Covenants of Owner for Security for Due Performance (Continued)

- (e) The Owner further covenants and agrees with the City that it will reimburse the City for all legal fees and costs incurred by the City in drawing up and executing this Contract.
- (f) This Contract shall inure to the benefit of and be binding upon the Owner, his successors and assignees, and upon the City, its successors and assignees. This Contract shall not be assigned to any third party, prior to its completion, without prior written consent of the City. Such approval shall not unreasonably be withheld.
- (g) The Developer covenants to save harmless and effectually indemnify the City against:
 - (i) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said works, resulting in damage to any property owned in whole or in part by the City, by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - (iii) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.

6. Covenants of the City

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

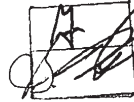
- 7. In the Interpretation of this Land Use Contract, all definitions of words and phrases contained in the City of Port Moody Zoning By-law, 1974, No. 1204, shall apply to this contract and to the attachments hereto.
- 8. It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise), with the Owner other than those in this Contract.
- 9. WE, Block Bros. Contractors, Ltd., the Owner of the lands described above, do hereby agree and consent to all of the terms and conditions herein expressed and set forth.

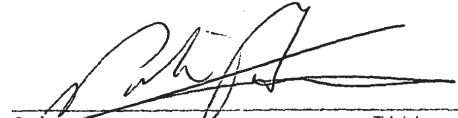
INITIALS


IN WITNESS HEREOF this Land Use Contract has been executed under signature of Norman Albert Patterson the Mayor, John Ingolf Brovold the Municipal Clerk, and under seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 5TH day of DECEMBER 1977.

The Corporate Seal of the Corporation)
of Block Bros. Contractors ~~xxx~~ Ltd. was)
hereunto affixed in the presence of:)

INITIALS

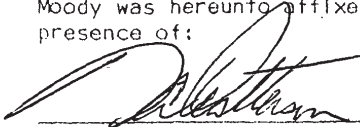





Owner Title)
Peter Funk, Assistant Secretary)

Owner Title)

The Corporate Seal of the City of Port)
Moody was hereunto affixed in the)
presence of:)



Mayor)



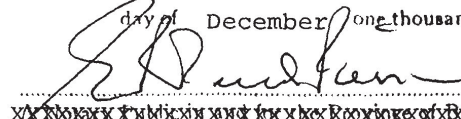
Municipal Clerk)

BRITISH COLUMBIA
Form 143 - ~~MA~~
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 2nd day of December, 1977,
at Vancouver in the Province of British Columbia,
Peter Funk ~~whose identity has been proved by the~~
~~notary public~~, who is) personally known
to me, appeared before me and acknowledged to me that he is the Assistant Secretary
of Block Bos. Contractors Ltd., and that he is
the person who subscribed his name to the annexed instrument as Assistant Secretary
of the said Company and affixed the
seal of the said Company to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver
in the Province of British Columbia, this 2nd day of December one thousand nine hundred
and seventy-seven.

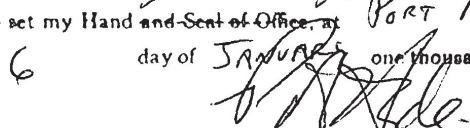

~~Notary Public in and for the Province of British Columbia~~
A Commissioner for taking affidavits for British Columbia
E. ROLAND PIERROT

BRITISH COLUMBIA
Form 143 - ~~MA~~
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 6 day of JANUARY, 1978, ~~MA~~
at the City of Port Moody in the Province of British Columbia,
~~(whose identity has been proved by the~~ ~~notary~~
evidence on oath of John Ingolf BROVOLD, who is) personally known
to me, appeared before me and acknowledged to me that he is the Municipal Clerk
of the City of Port Moody, and that he is
the person who subscribed his name to the annexed instrument as Municipal Clerk
of the said City and affixed the
seal of the said City to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Port Moody
in the Province of British Columbia, this 6 day of JANUARY one thousand nine hundred
and ~~seventy-seven~~ ^{eight} - ~~PAH~~


~~A Notary Public in and for the Province of British Columbia~~ ~~PAH~~
A Commissioner for taking affidavits for British Columbia

PLAN NO. 54017

SUBDIVISION PLAN OF LOTS 713 to 723 inclusive
all of District Lot 377, Group 1, Plan 46144,
New Westminster District.

Schedule "1" of By-law No. 1353

