



City of Port Moody

Report/Recommendation to Council

Date: April 27, 2022
Submitted by: Community Development Department – Policy Planning Division
Subject: Termination of Land Use Contract at Appleyard Court and Rezoning to RS3 and P1.

Purpose

To present Bylaw No. 3352 and Bylaw No. 3356 for consideration of first and second readings to repeal the Land Use Contract (LUC) at Appleyard Court and to rezone this LUC area to RS3 and P1.

Recommended Resolutions

THAT City of Port Moody Land Use Contract Termination Bylaw, 2022, No. 3352 (Appleyard Court) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 70, 2022, No. 3356 (Appleyard Court) (RS3 and P1) be read a first and second time as recommended in the report dated April 27, 2022 from the Community Development Department – Policy Planning Division regarding Termination of Land Use Contract at Appleyard Court and Rezoning to RS3 and P1;

AND THAT Bylaw No. 3352 and Bylaw No. 3356 be referred to a Public Hearing;

AND THAT the requirement to notify tenants and property owners within 140m of the perimeter boundary of the LUC area per Development Approval Procedures Bylaw, No. 2918 be waived.

Background

A land use contract (LUC) is a legislative tool that was used in the 1970s that encompasses a wide range of land uses and development components, until it was repealed in 1978. LUCs are site-specific contracts between the City and the property owner that are registered on title and operate as the governing land use tool for affected properties.

In May 2014, the *Local Government Act* was amended by Bill 17 to:

- automatically terminate all Land Use Contracts (LUCs) in BC on June 30, 2024;
- require municipalities to zone all lands subject to an LUC by June 30, 2022; and
- outline a process for local governments to undertake early termination of LUCs to ensure appropriate zoning is in place.

The new provincial legislation provides a process for the City to undertake early termination of LUCs to ensure that appropriate zoning is in place before the provincially-mandated deadline.

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On March 12, 2019, Council endorsed an approach for the termination of land use contracts to minimize anticipated costs through a hybrid approach. This approach involves the following:

1. LUCs for properties with suitable underlying zoning being left to expire; and
2. other properties being rezoned (beginning 2020).

At the October 13, 2020 Special Council meeting, the following resolution was passed:

RC20/363

THAT staff be directed to reorder the Land Use Contract Terminations process to prioritize single-family lots, and areas of town that have experienced zoning issues (large homes, view corridors, etc.) in the recent past;

AND THAT this reordering be referred to the House Size and Siting Task Force for comment prior to returning to Council.

At the January 20, 2022, House Size and Siting Task Force meeting, staff recommended a proposed approach and schedule to address five remaining single-family LUC areas.

At the February 15, 2022, Special Council meeting, the following resolution was passed:

CW22/012

THAT staff be directed to proceed with the termination of the Land Use Contracts and rezoning of the properties at Walton Way/Benson Drive, Angela Drive and Appleyard Court as outlined in the report dated January 17, 2022, from the Community Development Department – Policy Planning Division regarding Single-Family Land Use Contracts.

Discussion

The existing use and siting permitted by the land use contract governing the properties at Appleyard Court do not match the current underlying zoning of RS1. The LUC provisions are most closely aligned with lot sizes, setbacks, height, and density provisions in the RS3 North Shore Single Detached Residential zone. As such, it is recommended to rezone the properties to RS3. In addition, there is one City-owned park parcel directly west of 766 Appleyard Court which is most appropriately rezoned to P1 Civic Institutional in keeping with its existing land use as park, including a playground.

Notification letters were mailed to Appleyard Court properties on February 18, 2022 notifying all property owners and tenants of the land use contract on the property, of the proposed rezoning to the RS3 zone, and an information meeting scheduled on March 9, 2022. Two participants attended the information meeting. Notification signs were posted on the property prior to the information meeting inviting public comments and providing an email contact for inquiries. The presentation was also posted on the City's LUC website.

A summary of the land use contract and affected properties is outlined in *Table 1*. The location map and Land Use Contract for Appleyard Court is included as **Attachment 1**. **Attachment 2** compares the provisions of the land use contract to proposed RS3 and P1 zoning.

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Table 1: Summary of Appleyard Court LUC

Name:	Appleyard Court
Number of Properties:	51
Addresses:	701-784 Appleyard Court
Current Use:	Residential Dwelling Units
OCP Designation	Single Family Low Density and Park
Underlying Zoning	RS1
Proposed New Zoning	RS3 and P1
LUC Intent:	<p>LUC Bylaw No. 1347 (1977) allows 12 units per acre for a total of 40 units.</p> <p>LUC Bylaw No. 1390 (1978) includes subdivision plan and permits 51 lots for SF and area for public park.</p> <p>LUC Bylaw No. 2491 (2001) amends BL 1390 to include updated setbacks, lot coverage, building height.</p>

LUC Termination Bylaw and Rezoning Bylaw

To facilitate early termination of the LUC for Appleyard Court and to rezone the properties to RS3 and P1, City of Port Moody Land Use Contract Termination Bylaw, 2022, No. 3352 (Appleyard Court) is included as **Attachment 3** and draft City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 70, 2022, No. 3356 (Appleyard Court) (RS3 and P1) is included as **Attachment 4**.

Process to Address a Hardship Concern

If a property owner believes that the timing of the early LUC termination would cause hardship, an application can be made to the Board of Variance for consideration of an exemption under Section 533 of the *Local Government Act*. The Board of Variance may allow provisions of the LUC to continue to apply (no later than June 30, 2024). Application for exemption must be received within six months after the adoption of the LUC Termination Bylaw. Existing buildings and structures which were lawfully built will have legal non-conforming protection under Division 14 of the *Local Government Act*.

Should an LUC Termination Bylaw proceed, a letter is sent to each affected property owner advising them of this provision and the associated timelines.

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Timeline and Next Steps

To rezone the properties at Appleyard Court to RS3 and P1, the City will follow its established rezoning process as well as provincial LUC termination requirements, which include:

- notification letter to property owners (February 18, 2022);
- information meeting (March 9, 2022);
- Council to consider first and second readings of LUC Termination Bylaw and the related Zoning Bylaw amendment to rezone the properties to RS3 and P1 (May 10, 2022);
- Public Hearing (date TBD);
- Council to consider third reading and adoption of the Zoning Amendment and LUC Termination Bylaws (date TBD), but will need to occur prior to June 30, 2022;
- notification of outcome to property owners (date TBD);
- one-year waiting period (LUC continues to be in effect during this waiting period);
- LUC Termination Bylaw and new zoning comes into effect after the one-year waiting period; and
- LUC notation is removed from property owner's Certificate of Title.

Notification Recommendation

Section 11 of the City's Development Approval Procedures Bylaw No. 2918 requires notification of a proposed rezoning to all owners and tenants in occupation of each parcel of land which is the subject of the proposed Bylaw and to all registered owners of property and tenants in occupation of property within 140m of the perimeter boundary of the parcel. Given that the rezoning of the LUC affected properties does not involve any new development on the site, staff propose that the notification requirement for properties within a 140m radius of the rezoning site be waived. Notification to the owners and tenants of the LUC properties would continue.

This approach is consistent with the notification process associated with the June 9, 2020 Public Hearing for the LUC termination and rezoning of Sentinel Hills, Inlet View, Eagle Point, Easthill, and Highland Park, as well as for a similar Public Hearing on October 12, 2020 for Balmoral Place.

Other Options

THAT the Land Use Contract associated with the properties at Appleyard Court be left to expire leaving the existing underlying zoning of RS1 in place until the provincial deadline of June 30, 2024.

Financial Implications

The costs associated with the Public Hearing notifications and the discharge of the Land Use Contract at the Land Title and Survey Authority will be covered by the land use contract termination operating budget, which is funded from the Council Strategic Priorities Reserve.

Communications and Civic Engagement Initiatives

If Bylaw No. 3352 and Bylaw No. 3356 proceed to a Public Hearing, notification will occur in accordance with the requirements set out in the City's Development Approval Procedures Bylaw, No. 2918 and the *Local Government Act*, with the exception of the notice to surrounding

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areas within 140m of the perimeter boundary of the rezoning site, should this requirement be waived.

Council Strategic Plan Objectives

The information and recommendations contained in this report align with the Council 2019-2022 Strategic Plan Objectives of Exceptional Service and Community Evolution.

Attachments

1. Map of Appleyard Court and Land Use Contract.
2. Comparison of the Appleyard Court LUC and RS3 Zone.
3. Draft City of Port Moody Land Use Contract Termination Bylaw, 2022, No. 3352 (Appleyard Court)
4. Draft City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 70, 2022, No. 3356 (Appleyard Court) (RS3 and P1).

Report Author

Jess Daniels
Policy Planner

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Report Approval Details

Document Title:	Termination of Land Use Contract at Appleyard Court and Rezoning to RS3 and P1.docx
Attachments:	<ul style="list-style-type: none">- Attachment 1 - Map of Appleyard Court and Land Use Contract.pdf- Attachment 2 - Comparison of Appleyard Court LUC and RS3 Zone.pdf- Attachment 3 - Land Use Contract Termination Bylaw, 2022, No. 3352 (Appleyard Court).pdf- Attachment 4 - Zoning Amendment Bylaw, 2022, No. 3356 (Appleyard Court) (RS3 and P1).pdf
Final Approval Date:	May 2, 2022

This report and all of its attachments were approved and signed as outlined below:

Mary De Paoli, Manager of Policy Planning - Apr 27, 2022 - 6:54 AM

Mary De Paoli for Kate Zanon, General Manager of Community Development - Apr 27, 2022 - 5:19 PM

Rosemary Lodge, Manager of Communications and Engagement - Apr 28, 2022 - 10:34 AM

Paul Rockwood, General Manager of Finance and Technology - Apr 28, 2022 - 3:54 PM

Tim Savoie, City Manager - May 2, 2022 - 12:42 PM

CITY OF PORT MOODY

BYLAW NO. 2491

A Bylaw to Amend Land Use Contract No. 3, 1978, Authorization Bylaw 1978, No. 1390

WHEREAS Section 930 of the Local Government Act permits the amendment of a land use contract by bylaw, with the agreement of the local government and the owner of any parcel that is covered by the amendment;

AND WHEREAS Council and the owners of the parcels described in this bylaw have agreed that the Land Use Contract forming Schedule "A" to "City of Port Moody Land Use Contract No. 3, 1978, Authorization Bylaw No. 1390, 1978" and registered in the Lower Mainland Land Title Office under P46163 on May 17, 1978 (the "Land Use Contract") should be amended;

NOW THEREFORE the Council of the City of Port Moody in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited for all purposes as "City of Port Moody Land Use Contract No. 3, 1978, Authorization Bylaw No. 1390, Amendment Bylaw No. 1, 2001, No. 2491."

2. Amendment

Bylaw No. 1390 is hereby amended as follows:

The Land Use Contract amendments provided for in Schedule "A" attached to and forming part of this Bylaw are applicable to all those parcels described as the lands in Schedule 1 to the said amendments, also attached hereto and forming part of this Bylaw.

3. Authorization and Registration

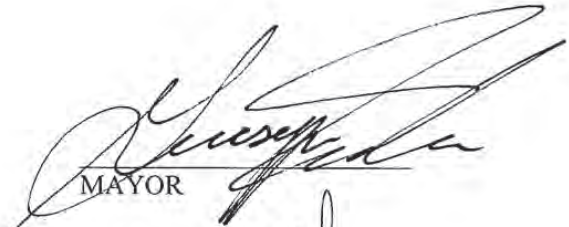
The Mayor and Clerk are authorized to execute all documents and do all things necessary for completion of the foregoing amendments to the Land Use Contract and for registration of the amendments to the Land Use Contract in the Lower Mainland Land Title Office.

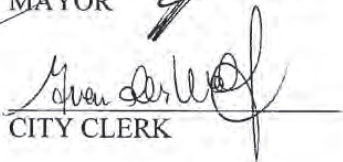
READ A FIRST TIME the 12th day of June, 2001.

READ A SECOND TIME the 12th day of June, 2001.

READ A THIRD TIME the 11TH day of December, 2001.

ADOPTED this 18th day of December, 2001.


MAYOR


CITY CLERK

SCHEDULE "A"

This agreement made the 21st day of DECEMBER, 2001.

BETWEEN:

The City of Port Moody
City Hall
100 Newport Drive
Port Moody, BC
V3H 3E1

(the "City")

AND:

The owners of those parcels listed on Schedule 1 which is attached hereto and forms part of this agreement

(the "Owners")

WHEREAS those areas of land now defined as:

Lot 303 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 304 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 305 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 306 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 307 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 308 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 309 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 310 District Lot 470 Group 1 New Westminster District Plan 54963
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Lot 351 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 352 District Lot 470 Group 1 New Westminster District Plan 54963
Lot 353 District Lot 470 Group 1 New Westminster District Plan 54963

approved May 8, 1978 attached to and forming part of the City of Port Moody Land Use Contract No. 3, 1978, Authorization Bylaw, 1978, No. 1390;

AND WHEREAS pursuant to Section 930 of the Local Government Act, the City and the owners of the parcels referred to in Schedule 1 hereto have agreed to an amendment of the said Land Use Contract;

NOW THEREFORE the parties hereto agree that the Land Use Contract is amended as follows:

With respect to the Lands which are the subject of this Agreement, Section 6(a) (ii) to (iv) inclusive is deleted and replaced with the following:

(ii) All buildings and structures shall comply with the following provisions:

a) Front yard setback

The front yard setback shall be the lesser of 6 meters or the setback of the original principal dwelling constructed under a valid building permit.

b) Side Yard setbacks

The minimum side yard setback shall be the lesser of 10% of the average width of the lot, 1.5 meters, or the setback of the original principal dwelling constructed under a valid building permit.

c) Rear yard setbacks

The rear yard setback shall be the lesser of 7 meters or the setback of the original principal dwelling constructed under a valid building permit.

d) Exterior side yard setback

The exterior side yard setback shall be the lesser of 3 meters or the setback of the original principal dwelling constructed under a valid building permit.

e) Lot coverage

The maximum lot coverage of all buildings and structures shall be 45%.

f) Building height

The maximum building height shall be 9 meters measured from the average existing grade at the building to the highest point of the roof.

g) Accessory buildings

i. No more than 2 accessory buildings, including garages and carports are permitted.

ii. Setbacks

Front yard – 4.5 m from the back of curb or sidewalk, provided that for the purposes of this provision the front yard shall be deemed to be the frontage with the existing driveway access except for lot numbers 313, 314, 315, 316, 317, 318, 319, 320, 321, 323, 324, 325, 344, 345, 346, 347, 348, 349, 350, 351,

352, and 353. For these lots, the existing driveway access shall be deemed to be the rear yard.

Rear yard 1.5 m

Side yard – the lesser of 10% of the width of the lot or 1.5m

Exterior Side yard – 3 m

- iii Minimum 1 meter separation from all projections between the original principal dwelling and any accessory building.
- iv The maximum accessory building height is 5 m measured from the average existing grade at the building to the highest point on the roof.
- v Accessory structures such as carports and garages shall be consistent with the form and character of the existing principal dwelling with respect to the architectural design and roof pitch.
- vi A maximum of one carport or garage shall be permitted per lot.

Considered at the Regular Council Meeting of May 10, 2022

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CITY OF PORT MOODY

BY-LAW NO. 1390

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

WHEREAS by By-law No. 1325 of the City of Port Moody, dated the 24th day of January, 1977, the area of lands described as:

Those two areas of land lying East of Maude Road and situated within District Lot 470, New Westminster District with gross areas of 3.3 acres more or less and 6.6 acres more or less as shown on plan accompanying "City of Port Moody Referendum By-law No. 1976" No. 1319 now more particularly known and described as Lot 109, D.L. 470, Group 1 Plan 53412, 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. 1325 of the City of Port Moody, dated the 24th day of January, 1977, 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 Council Chamber of the Public Safety Building, 2718 St. John's Street, Port Moody, B.C., on the 19th day of April, 1978, at the hour of 7:30 P.M., was published in the issues of the "Columbian" Newspaper, dated Wednesday, April 12, 1978 and Thursday, April 13, 1978.

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. 3, 1978, Authorization By-law, 1978, No. 1390.

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 1st day of MAY, 1978.

READ A SECOND TIME this 1st day of MAY, 1978.

READ A THIRD TIME this 1st day of MAY, 1978.

RECONSIDERED AND FINALLY ADOPTED this 8th day of MAY, 1978.


Mayor


Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1390 of the City of Port Moody.

Municipal Clerk

Considered at the Regular Council Meeting of May 10, 2022

L.R.O. Filing No; P-46163
Date: May 17, 1978

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LAND USE CONTRACT NO. 3 1978

This Agreement made the 8 day of

MAY, 1978.

BETWEEN: THE CITY OF PORT MOODY, a Municipal Corporation
under the "Municipal Act" 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")

OF THE FIRST PART

AND: CRESSEY DEVELOPMENT CORPORATION, a body corporate,
carrying on business at 127 East Pender Street in
the City of Vancouver, in the Province of British
Columbia
(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

- a) Upon the application of an owner of land within a development area, the City, pursuant to Section 702A of the "Municipal Act", R.S.B.C. 1960, Chapter 255 and amendments thereto (hereinafter called the "Act") may by By-law notwithstanding any by-law of the City or Sections 712 or 713 of the Act, enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the Land Use Contract;
- b) The Act requires that the City Council consider the criteria set out in Sections 702 (2) and 702A (1) in arriving at the terms, conditions and considerations contained in a Land Use Contract;
- c) The owner has presented to the City a scheme of use and development of the lands described herein that would be in contravention of the by-laws of the City or Section 712 or 713 of the Act or both, and has requested that Council enter into this Land Use Contract (hereinafter called "this Contract") under the terms, conditions and for the consideration hereinafter set forth.
- d) The Council, after having given due regard to the consideration set forth in Section 702 (2) and 702A (1) of the Act, has agreed to the terms, conditions and consideration herein contained.
- e) The Owner acknowledges that it is fully aware of the provisions and limitations of Section 702A of the Act and the City and the Owner mutually acknowledge and agree that the City cannot enter into this Contract 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 members of Council present vote in favour of the City entering into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the City and the Owner covenant and agree as follows:

1. DEFINITIONS

- (a) The definitions of words and phrases contained in the City Zoning By-law 1974, No. 1204, shall apply to words and phrases used herein.
- (b) "Works" shall be construed as meaning all improvements to be constructed on the lands under the terms of this Contract including all roads, walkways, utilities and services.

2. OWNERSHIP AND CONSENT

The Owner is the registered owner of the following parcel of land in the City of Port Moody, in the Province of British Columbia:

Lot One Hundred and Nine (109) of District Lot Four Hundred and Seventy (470), Group One (1), Plan 53412, New Westminster District

(hereinafter called the "Land" or "Lands")

The Owner 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:

Drawing No. S01 Subdivision Plan
Drawing No. P01 Plot Plan
Drawing No. AP2 House Type A
Drawing No. AP3 House Type B
Drawing No. AP4 House Type C
Drawing No. AP5 House Type D
Drawing No. AP6 House Type E

4. PROPOSED SUBDIVISION

The area proposed for subdivision is shown on a plan prepared by Ronald G. Scobbie, B.C.L.S., a copy of which is attached hereto, Plan No. S01.

5. OWNERS COVENANTS

In consideration of the premises and of the City entering into this Contract with the Owner, the Owner covenants and agrees with the City to develop the proposed subdivision in accordance with the terms and conditions contained in this Contract and to be bound by, comply with and to fully perform each and every term, condition, provision, stipulation and covenant on its part to be performed in this Contract.

6. DEVELOPMENT OF LANDS

- (a) Permitted Uses of Land, Buildings and Structures

The lands shall be developed and used only as follows:

- i) 51 lots for single family residential use with such ancillary buildings and off-street parking as permitted under the provisions of City Zoning By-law 1974, No. 1204 and an area of public park identified as Lot No. 354 on Plan No. S01 attached hereto. The 51 Lots shall be substantially in dimension and area as shown on Plan S01.

- ii) Residential buildings shall be sited in accordance with the provisions of this Contract and as shown on Plan S01 attached hereto, provided that the matters not contained in this Contract shall be governed by the provisions of the R-1 Single Family Residential Zone contained in City Zoning By-law 1974, 1204.
 - iii) All buildings and structures on the land shall conform to the provisions of the National Building Code and to all pertinent fire prevention laws and regulations, and the City Building and Plumbing By-law No. 1271.
 - iv) All buildings and structures to be constructed on the said land shall conform to either Drawings Nos. AP2 to AP6 inclusive with respect to size, shape and general design.
- (b) Dedication of Parkland
- The owner shall dedicate by deposit of subdivision plan as parkland an area of land shown as Lot 354 on Plan S01 for use as Public Park.
- (c) Municipal Services and Utilities
- i) All utilities, including water, sanitary sewer, storm sewer, domestic gas, electrical and telephone shall be placed underground and shall be provided in accordance with and 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 City By-laws provided for such installations.
 - ii) Telephone and electrical services shall be provided in such a manner as to connect to existing services as provided by B.C. Hydro and Power Authority and B.C. Telephone Company and constructed in accordance with the regulations provided for such installations.
 - iii) All roads and walkways shall be provided in accordance with and at locations shown on drawings and specifications to City standards to be submitted to and approved by the City Engineer prior to construction and to be constructed in accordance with the requirements contained in City By-laws.
- (d) Clearing
- i) As many trees as practicable shall be retained in the development during the installation of services utilities and roads.

7. INSPECTIONS

The City, through its agents or servants, may at all reasonable times, enter upon the lands and carry out all necessary inspections, to ensure that the lands are used and developed in accordance with the terms and provisions of this Contract.

8. SECURITY FOR DUE PERFORMANCE

Prior to the execution of this Contract, the Owner shall deposit with the City a cash deposit or irrevocable letter of credit drawn on a Canadian Chartered Bank or such other

financial security that is acceptable to the City (herein called the "deposit") in the amount equivalent to 100% of the construction cost of the works and development of the park described. The amount shall be estimated by the Owner and approved by the City Engineer.

9. The period of deposit or expiry date of Letters of Credit or other financial security shall be for a minimum period of thirty months from the approval of the subdivision plans.

10. Further covenants by the Owner:

- i) In consideration of the premises and of the City entering into this Land Use Contract with the Owner. The Owner covenants and agrees with the City to develop the proposed subdivision in accordance with terms and conditions contained in this Contract and to be bound by, comply with, and to fully perform each and every term, condition, provision, stipulation and covenant on its part to be performed in this Contract.
- ii) 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.
- iii) The Owner further covenants and agrees that he will commence construction in conformity with the terms and conditions of this Land Use Contract within the period of six months from the date of its execution and shall complete all such works undertaken within a period of 30 months from commencement of construction.
- iv) The Owner further covenants and agrees to develop the park referred to herein to meet City neighbourhood park standards not later than the completion of construction of the 25th dwelling unit upon the lands. The following fixtures shall be installed in the said park at the expense of the owner:-
 - (a) One only Model ID or Model IF "Big Toys" predesigned play structures.
 - (b) A 4'-0" (1.2192 m.) fence of a design to be approved by the City Parks and Recreation Director.

11. INDEMNITY

The Owner shall save harmless and effectively 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 Assessment, Unemployment Insurance, Federal or Provincial tax, check off and for encroachments owing to mistakes in survey.

12. ADDITIONAL FEES

In addition to the security deposits referred to in Section 8 the Owner further agrees and undertakes to pay:

- a) All applicable permit fees,
- b) All administration fees and legal fees in respect to the negotiation, preparation and registration of this Contract..
- c) The costs of connecting all utilities to service the subdivision.
- d) All arrears of taxes outstanding against the lands and all current taxes levied, or to be levied, on the lands on the basis and in accordance with the Assessment and Collector's Roll Entry.
- e) All Engineering Inspection fees related to the construction of roads, utilities, and other municipal services required for the subdivision. The fee is to be four per centum (4%) of total cost of such construction as estimated by the Owner and approved by the City Engineer. Such fees to be paid upon the approval of the subdivision plan.

13. CONTRACT TO RUN WITH THE LAND

This Contract shall be considered as running with the land and shall be registered in the Land Registry Office, City of New Westminster, by the City pursuant to the provisions of Section 702 A (4) of the Act.

14. ASSIGNMENT OF CONTRACT

This Contract shall not be assigned to any third party prior to its completion without prior written consent of the City.

15. COVENANTS OF THE CITY

- (a) The City agrees with the Owner to permit the Owner to perform all the work herein upon the terms and conditions herein contained.

16. NEW HOUSE WARRANTY

Except in the case of a purchaser building a house for his own occupation, housing contractors or sub-contractors constructing buildings on the lands shall provide a British Columbia new home warranty for each building constructed. The Owner shall include the foregoing clause in the Prospectuses covering the subdivided lands.

17. AMENDMENTS

It is agreed that this Contract may be amended for minor alterations to plans and specifications by mutual written agreement of the Parties.

18. TRANSMISSION

This Contract shall inure to the benefit of and be binding upon the parties thereto their successors and assigns.

Considered at the Regular Council Meeting of May 10, 2022

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LAND USE CONTRACT NO. 3
CRESSEY DEVELOPMENT CORPORATION


Page ...6


19. WARRANTIES

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 contained in this Contract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.


The Corporate Seal of
CITY OF PORT MOODY was hereunto
affixed in the presence of:



Mayor


Municipal Clerk

The Corporate Seal of
Cressey Development Corporation Ltd. was
hereunto affixed in the presence of :



Considered at the Regular Council Meeting of May 10, 2022

Land Use Contract No. 3
Cressey Development Corp.

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Page 7 ...

BRITISH COLUMBIA
Form 143 - 1/82
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 8 day of MAY, 19 78,
at VANCOUVER in the Province of British Columbia,
NORMAN E. CRESSEY (whose identity has been proved by the
evidence on oath of CRESSEY DEV CORP, who is) personally known
to me, appeared before me and acknowledged to me that he is the PRESIDENT
of CRESSEY DEV CORP, and that he is
the person who subscribed his name to the annexed instrument as PRESIDENT
of the said CRESSEY DEV CORP and affixed the
seal of the CRESSEY DEV CORP 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 8 day of MAY one thousand nine hundred
and SEVENTY-EIGHT

Quon H. Long
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits for British Columbia

(dr h) QUON H. LONG
Notary Public in and for the
Province of British Columbia

130 E. PENDER ST., VAN. 4, B. C. CANADA
BRITISH COLUMBIA
Form 143 - 1/82
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 15 day of May, 19 78,
at the City of Port Moody in the Province of British Columbia,
John Ingolf BROVOLD (whose identity has been proved by the
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 the City of Port Moody,
in the Province of British Columbia, this 15 day of May one thousand nine hundred
and Seventy-eight.

Quon H. Long
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits for British Columbia

Considered at the Regular Council Meeting of May 10, 2022

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CITY OF PORT MOODY

BY-LAW NO. 1347

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

WHEREAS by By-law No. 1325 of the City of Port Moody, dated the 24th day of January, 1977, the area of lands described as:

Those two areas of land lying East of Maude Road and situated within District Lot 470, New Westminster District with gross areas of 3.3 acres more or less and 6.6 acres more or less as shown on plan accompanying "City of Port Moody Referendum By-law 1976" No. 1319

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. 1325 of the City of Port Moody, dated the 24th day of January, 1977, 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 Town Centre Cultural Centre, 300 loco Road, Port Moody, B.C., on the 25th day of May, 1977, at the hour of 7:30 P.M., was published in the issues of the "Columbian" Newspaper, dated Tuesday, May 17, 1977 and Wednesday, May 18, 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. 5, Authorization By-law, 1977, No. 1347".

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 30th day of MAY, 1977

READ A SECOND TIME this 30th day of MAY, 1977

READ A THIRD TIME this 30th day of MAY, 1977

RECONSIDERED AND FINALLY ADOPTED this 6th day of JUNE, 1977


Mayor


Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1347 of the City of Port Moody.

Municipal Clerk

Considered at the Regular Council Meeting of May 10, 2022

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By-law No. 1347

Land Use Contract No. 5, 1977
(H.A. Robert Group Ltd.)

Page 2.

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 Town Centre Cultural Building, 300 Ioco Road, Port Moody, B.C. on Wednesday, May 25th, 1977 at the hour of 7:30 P.M. was published in the issues of the Columbian Newspaper, dated Tuesday, May 17, 1977 and Wednesday 18, 1977.

AND WHEREAS the said Public Hearing was duly held at the time and place abovementioned:

NOW THEREFORE, this Agreement witnesseth that in consideration of the premises and conditions on covenants hereinafter set forth, the City and the Owner covenants 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 premises situate, lying and being in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

Lot One Hundred & Nine(109) of District Lot Four Hundred & Seventy (470), Group One (1) Plan 53412 New Westminster District.

- 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 terms and conditions shall apply to the lands.

(a) Registration of Title

The buildings and lands shall be registered under a Strata Plan in conformance with the "Strata Titles Act", being chapter 14 of the revised Statutes of British Columbia.

- (b) Permitted Uses of Lands, Building, Structures, & Density The lands shall be used for multiple density residential development, constructed in such a way that they do not exceed an average density of twelve units per acre, being an overall total of 40 units on the lands.

(c) Size, Shape and Siting of Buildings and Structures

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, and reasonable access for fire fighting purposes shall be provided to all buildings.

All construction plans, including plot plans, floor plans, elevations plans and detailed section plans shall be submitted to the City Land Development Committee, City Design Panel and Parks and Recreation Commission for their recommendations and to the City Building Inspector for approval prior to the issuance of required building permits. An amendment to the Land Use Contract shall be required as related to the approval of construction design and plans and shall be negotiated and executed prior to commencement of construction.

(d) Off Street Parking

One covered and one uncovered parking space shall be provided for each dwelling unit and shall be constructed in accordance with the provisions of the City of Port Moody's Zoning Bylaw, 1974, 1204 with respect to size, shape and finish.

Considered at the Regular Council Meeting of May 10, 2022

By-law No. 1347
Land Use Contract No. 5, 1977
(H.A. Roberts Group Ltd.)

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Page 3 ...

(e) Aesthetic Quality of Building and Structures

Exterior finishes shall be shown on elevation drawings which shall be submitted to the Advisory Design Panel for their consideration and recommendations.

(f) Development and Landscaping of Site

Landscaping and grading details shall be prepared by a registered landscape architect and such landscaping and grading shall be constructed and completed in accordance with the generally applicable standards and requirements of the Parks and Recreation Commission and maintained in perpetuity in a manner satisfactory to the Parks and Recreation Director.

Should the owner fail to keep and maintain the said landscaping to the satisfaction of the Parks and Recreation Director, the City may at its discretion order its workmen and/or others to enter and effect such maintenance at the expense of the persons so defaulting, and may further order that the charges for so doing, if unpaid by December 31st of the year of default, shall be added to, and form part of the taxes payable in respect to these lands as taxes in arrears.

(g) Maintenance of Buildings & Structures

General maintenance of all proposed buildings to be constructed on the said lands shall be carried out under a regular programme to assure a continuing and pleasing aesthetic appearance, and to provide for the safety of residents in a manner satisfactory to the City Building Inspector.

Should the owner fail to maintain the said buildings and structures to the satisfaction of the City Building Inspector, the City may at its discretion, order its workmen and/or others to enter and effect such maintenance at the expense of the persons so defaulting and may further order that the charges for so doing if unpaid by December 31st of the year of default shall be added to and form part of the taxes payable in respect of these lands or real property taxes, as taxes in arrears.

(h) Inspections

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

(i) Municipal Services, Works and Utilities

All utilities, including Water, Roads, Sanitary Sewer, storm Sewer, and Domestic Gas, shall be placed underground and provided in accordance, and constructed in accordance with the requirements contained in By-laws provided for such Installation. All drawings related to Municipal Services, Works and Utilities shall be submitted to and approved by the City Engineer prior to commencement of construction of the said works.

(j) Development of Recreation Facilities and Playground Areas

Plans and specifications for proposed recreation facilities and playground areas and equipment shall be submitted to the City for consideration, recommendation and approval, prior to their finalization.

An amendment to this Land Use Contract shall be required as related to the development of recreation facilities and playground areas, which shall be negotiated and executed, prior to the commencement of construction.

(k) (Continued) Municipal Services, Works and Utilities

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

(l) 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 or any generally applicable By-law in substitution therefore.

(m) Construction Vehicles Traffic Control

The owner shall provide adequate supervision over all commercial vehicles and construction equipment entering upon or leaving the construction site during construction to provide for the safety of pedestrians or others.

(n) Amendments

This Land Use Contract may be amended for minor alterations to plans and specifications by mutual written agreement of both parties.

4. Covenants of the Owner and Security for Due Performance

- (a) The Owner covenants and agrees with the City, that construction of buildings or structures on the said lands shall be in conformity with the terms and conditions of this Land Use Contract and that construction shall commence within the period of one year from the date of its execution, and shall complete all such works undertaken within a period of 24 months from commencement of construction.
- (b) And as security for the due and proper performance of this Contract, and the covenants and agreements herein contained, the owner shall, prior to any construction of buildings or structures, deposit with the City 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 building 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 issuance of a building permit or upon receipt of a completion certificate.
- (d) The Owner further covenants and agrees that he shall not during any construction on the said lands, nor after completion remove any existing trees other than which removal is necessary for the satisfactory siting of buildings or other works.
- (e) This contract shall inure to the benefit of, and be binding upon the owner, his successors or assignees, and upon the City, its successors or 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.
- (f) The Owner further covenants and agrees with the City that all buildings to be constructed on the said lands shall be registered under the "New Home Warranty Programme of British Columbia" prior to commencement of construction.
- (g) The Owner further covenants and agrees with the City that it will reimburse the City for all fees and costs incurred by the City in drawing up and executing this contract.

Considered at the Regular Council Meeting of May 10, 2022

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By-law No. 1347
Land Use Contract No. 5, 1977
(H.A. Roberts Group Ltd.)

Page 5

4. (h) The Owner 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 any construction of said works.
 - (ii) All expenses and cost 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 in any 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, Worker's Compensation Assessments, Unemployment Insurance, Federal or Provincial Tax, check off and for encroachments owing to mistakes in survey.
5. This Contract shall have the force and effect of a restrictive covenant running with the land and shall be registered in the New Westminster District Land Registry office by the City.
6. Covenants of the City
 - (a) The City hereby covenants and agrees with the owner to permit the owner to perform any said works pursuant to the terms and conditions herein contained.
 - (b) The City, upon the request of the owner, shall confirm in writing to the owner or to any intended mortgage of the interests of the owner in the lands, whether or not the owner is, to the City's knowledge, in default of the provisions hereto, and if in default details of such default.
7. In the interpretation of this Land Use Contract, all definitions or words and phrases contained in the "City of Port Moody Zoning By-law, 1974, No. 1204 shall apply to this Land Use Contract.
8. 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 Contract.
9. WE, the H.A. Roberts Group 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.

IN WITNESS WHEREOF this Land Use Contract has been executed under signature of Norman Albert PATTERSON Mayor John Ingolf BROVOLD Municipal Clerk, and under the seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 22nd day of September 1977.

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Considered at the Regular Council Meeting of May 10, 2022

By-law No. 1347
Land Use Contract No. 5, 1977
(H.A. Roberts Group Ltd.)

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Page 6.

The Corporate Seal of the Corporation
of the H.A. Roberts Group Ltd. was
hereto affixed in the presence of:

W. J. Beaton President
Owner Title

[Signature]
Owner Title

The Corporate Seal of the Corporation
of the City of Port Moody was here-
unto affixed in the presence of:

[Signature]
Mayor

[Signature]
Municipal Clerk

Considered at the Regular Council Meeting of May 10, 2022

By-law No. 1347

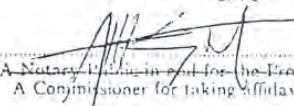
244

Page 7.
BRITISH COLUMBIA
Form 143
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 21st day of SEPTEMBER, 19 77,
at The City of Vancouver in the Province of British Columbia,
Frank Sienkoff (whose identity has been proved by the Affi-
davit on oath of _____, who is) personally known
to me, appeared before me and acknowledged to me that he is the Executive Vice-President
of H. A. Roberts Group Ltd. and that he is
the person who subscribed his name to the annexed instrument as Executive Vice-President
of the said Company and affixed the
seal of the said Company to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver
in the Province of British Columbia, this 21st day of SEPTEMBER one thousand nine hundred
and Seventy-seven.

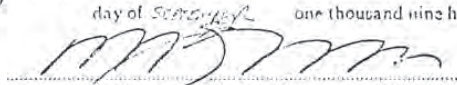

A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits for British Columbia

BRITISH COLUMBIA
Form 143
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 22nd day of SEPTEMBER, 19 77,
at the City of Port Moody in the Province of British Columbia,
John Ingolf BROVOLD (whose identity has been proved by the
Affidavit on oath of _____, 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 of Port Moody 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 22nd day of SEPTEMBER one thousand nine hundred
and Seventy-seven.


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

Considered at the Regular Council Meeting of May 10, 2022

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Attachment 1: Comparison of LUC and Port Moody North Shore Single Detached Residential (RS3) Zoning

Provision	Land Use Contract	RS3 Zoning (Bylaw No. 2937, 2018)	Comments
Intent	<ul style="list-style-type: none"> • BL 1347 (1977) allows 12 units per acre for a total of 40 units. • BL 1390 (1978) includes subdivision plan and permits 51 lots for SF and area for public park. • BL 2491 (2001) amends BL 1390 to include updated setbacks, lot coverage, building height. 	To accommodate single detached dwellings on compact urban lots on the North Shore.	
Min. Lot Size	6,000 square feet or more	Lot Area - 375.0m ² Lot Width - 15.0m	Adds clarification.
Permitted Uses	<p>51 lots for single family residential use with ancillary buildings and off street parking.</p> <p>No more than 2 accessory buildings, including garages and carports are permitted.</p>	<p>Principal Uses:</p> <ul style="list-style-type: none"> - Single Detached Residential <p>Secondary Uses:</p> <ul style="list-style-type: none"> - One of the following: <ul style="list-style-type: none"> • Bed and Breakfast • Boarding • Child Care • Community Care • Home Occupation – Type B ii. Detached Accessory Dwelling Unit (see section 5.5) iii. Home Occupation – Type A iv. Supportive Recovery v. Secondary Suite 	Main use remains, further principal and secondary uses added/clarified.
Max. Lot Coverage	All Buildings and Structures – 45% total	<ul style="list-style-type: none"> i. All Buildings and Structures – 40% total ii. Accessory Building or Structure (including Detached Dwelling Units) – 65m² 	Reduces total required lot coverage by 5%.
Max. Floor Area	Not less than 800 square feet within each dwelling unit	Floor Area Ratio – 0.6	Clarifies FAR.
Max. Building Height	<p>9 metres measured from the average existing grade at the building to the highest point of the roof.</p> <p>Accessory Building – 5.0 m</p>	<ul style="list-style-type: none"> i. Principal Building – the lesser of 8.0m or 3 Storeys ii. Accessory Building or Structure – 4.0m iii. Detached Accessory Dwelling Unit (see Section 5.5) 	Adds clarification.

Considered at the Regular Council Meeting of May 10, 2022

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Re: Land use contract for Appleyard Court
February 18, 2022

Min. Front yard setback	<p>The lesser of 6 metres or the setback of the original principal dwelling constructed under a valid building permit (exempting some lot numbers)</p> <p>Accessory Building - 4.5 m from the back of curb or sidewalk, provided that for the purposes of this provision the front yard shall be deemed to be the frontage with the existing driveway access except for lot numbers 313, 314, 315, 316, 317, 318, 319, 320, 321, 323, 324, 325, 344, 345, 346, 347, 348, 349, 350, 351, 352, and 353. For these lots, the existing driveway access shall be deemed to be the rear yard.</p>	<p>i. Principal Building – 6.0m ii. Accessory Building or Structure – rear of the principal Building</p>	Remains the same for the Principal Building and adds clarification for secondary uses.
Min. Rear yard setback	<p>The lesser of 7 metres or the setback of the original principal dwelling constructed under a valid building permit. Accessory Building – 1.5m</p>	<p>i. Principal Building – 7.5m ii. Accessory Building or Structure – 1.5m iii. Detached Accessory Dwelling Unit – 1.5m</p>	Increases minimum required setback by 0.5 meters and adds clarification for other uses.
Min. Side yard setback	<p>Principal Building and Accessory Building - The lesser of 10% of the average width of the lot, 1.5 metres, or the setback of the original principal dwelling constructed under a valid building permit.</p> <p>Exterior side yard setback - the lesser of 3 metres or the setback of the original principal dwelling constructed under a valid building permit.</p>	<p>i. All Buildings or Structures (interior) – 1.2m ii. All Buildings or Structures (exterior) – 2.5m</p>	No changes.
Min. Setback between Buildings	Principal Building and Accessory Building - 1.0 metres	n/a (separation of buildings is addressed through the minimum RS3 Zone references building setbacks from the sideyard setback line)	
Parking	Accessory off-street parking as normally permitted in the RS-1 Zone of City of Port	2 spaces per principal Dwelling Unit.	Clarifies parking requirements.

Considered at the Regular Council Meeting of May 10, 2022

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Re: Land use contract for Appleyard Court
February 18, 2022

	<p>Moody (<i>Bylaw at the time</i>).</p> <p>Accessory structures such as carports and garages shall be consistent with the form and character of the existing principal dwelling with respect to the architectural design and roof pitch.</p> <p>A maximum of one carport or garage shall be permitted per lot.</p>	<p>1 space for the exclusive use of the secondary suite.</p>	
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City of Port Moody

Bylaw No. 3352

A Bylaw to terminate the Land Use Contract for Appleyard Court.

WHEREAS section 547 of the *Local Government Act* terminates all Land Use Contracts on June 30, 2024 and requires the adoption of a zoning bylaw that will apply to the land by June 30, 2022;

AND WHEREAS Council of the City of Port Moody deems it expedient to undertake the process for early termination of Land Use Contracts under section 548 of the *Local Government Act*;

NOW THEREFORE the Council of the City of Port Moody enacts as follows:

1. Citation

- 1.1 This Bylaw may be cited as "City of Port Moody Land Use Contract Termination Bylaw, 2022, No. 3352 (Appleyard Court)".

2. Land Use Contract Termination

- 2.1 The Land Use Contract between the Corporation of the City of Port Moody and the Cressey Development Corporation, dated May 8, 1978, for the properties outlined and legally described in Schedule A, registered in the New Westminster Land Title Office under Filing Number P46163, is hereby discharged.
- 2.2 The Land Use Contract between the Corporation of the City of Port Moody and the owners of those parcels listed on Schedule B, dated December 21, 2001, for the properties outlined and legally described in Schedule B, registered in the New Westminster Land Title Office under Filing Number BT6819, is hereby discharged.

3. Repeal

- 3.1 City of Port Moody Land Use Contract No. 3, 1978, Authorization By-law, 1978, No. 1390 and all amendments thereto are hereby repealed.
- 3.2 City of Port Moody Land Use Contract No. 3, 1978, Authorization Bylaw No. 1390, Amendment Bylaw No. 1, 2001, No. 2491 and all amendments thereto are hereby repealed.
- 3.3 City of Port Moody Land Use Contract No. 5, Authorization By-law, 1977, No. 1347 and all amendments thereto are hereby repealed.

Considered at the Regular Council Meeting of May 10, 2022

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4. Attachments and Schedules

4.1 The following schedule is attached to and forms part of this Bylaw:

- Schedule A – List of Properties affected by charge number P46163 filed at the New Westminster Land Title Office
- Schedule B – List of Properties affected by charge number BT6819 filed at the New Westminster Land Title Office

5. Severability

5.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

6. Effective Date

6.1 This Bylaw shall come into effect one year after the date of adoption.

Read a first time this ___ day of _____, 2022.

Read a second time this ___ day of _____, 2022.

Public Hearing held this ___ day of _____, 2022.

Read a third time this ___ day of _____, 2022.

Adopted this ___ day of _____, 2022.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3352 of the City of Port Moody.

D. Shermer
Corporate Officer

Considered at the Regular Council Meeting of May 10, 2022

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Schedule A

Schedule A

List of Properties affected by charge number P46163 filed at the New Westminster Land Title Office

Address	P.I.D.	Legal Description
701 Appleyard Court	005-295-181	LOT 303 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
703 Appleyard Court	005-295-220	LOT 304 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
705 Appleyard Court	001-739-883	LOT 305 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
707 Appleyard Court	002-044-871	LOT 306 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
709 Appleyard Court	005-295-262	LOT 307 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
711 Appleyard Court	005-295-335	LOT 308 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
713 Appleyard Court	005-295-360	LOT 309 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
715 Appleyard Court	005-295-386	LOT 310 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
717 Appleyard Court	005-295-424	LOT 311 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
719 Appleyard Court	001-499-408	LOT 312 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
721 Appleyard Court	001-478-273	LOT 313 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
723 Appleyard Court	005-294-631	LOT 314 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
725 Appleyard Court	005-295-467	LOT 315 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
727 Appleyard Court	005-295-491	LOT 316 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
729 Appleyard Court	005-295-513	LOT 317 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
731 Appleyard Court	005-295-556	LOT 318 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
733 Appleyard Court	005-295-581	LOT 319 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
735 Appleyard Court	005-295-611	LOT 320 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
737 Appleyard Court	005-295-629	LOT 321 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
739 Appleyard Court	005-295-645	LOT 322 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
741 Appleyard Court	005-295-670	LOT 323 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
743 Appleyard Court	005-295-700	LOT 324 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963

Considered at the Regular Council Meeting of May 10, 2022

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Schedule A

Address	P.I.D.	Legal Description
745 Appleyard Court	003-053-229	LOT 325 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
747 Appleyard Court	000-599-573	LOT 326 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
749 Appleyard Court	004-623-321	LOT 327 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
751 Appleyard Court	005-295-726	LOT 328 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
753 Appleyard Court	001-303-716	LOT 329 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
755 Appleyard Court	005-295-742	LOT 330 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
757 Appleyard Court	005-295-751	LOT 331 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
759 Appleyard Court	002-785-153	LOT 332 OF DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
761 Appleyard Court	000-466-859	LOT 333 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
763 Appleyard Court	005-295-785	LOT 334 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
765 Appleyard Court	005-295-793	LOT 335 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
766 Appleyard Court	005-289-424	LOT 353 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
767 Appleyard Court	000-501-182	LOT 336 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
768 Appleyard Court	005-289-394	LOT 352 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
769 Appleyard Court	005-288-967	LOT 337 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
770 Appleyard Court	005-289-360	LOT 351 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
771 Appleyard Court	005-289-068	LOT 338 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
772 Appleyard Court	004-839-901	LOT 350 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
773 Appleyard Court	005-289-106	LOT 339 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
774 Appleyard Court	005-289-327	LOT 349 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
775 Appleyard Court	005-289-131	LOT 340 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
776 Appleyard Court	002-168-570	LOT 348 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
777 Appleyard Court	005-289-165	LOT 341 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963

Considered at the Regular Council Meeting of May 10, 2022

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Schedule A

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779 Appleyard Court	005-289-181	LOT 342 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
780 Appleyard Court	005-289-297	LOT 346 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
781 Appleyard Court	005-289-190	LOT 343 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
782 Appleyard Court	005-289-238	LOT 345 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
784 Appleyard Court	004-856-872	LOT 344 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963

Considered at the Regular Council Meeting of May 10, 2022

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Schedule B

Schedule B

List of Properties affected by charge number BT6819 filed at the New Westminster Land Title Office

Address	P.I.D.	Legal Description
701 Appleyard Court	005-295-181	LOT 303 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
703 Appleyard Court	005-295-220	LOT 304 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
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707 Appleyard Court	002-044-871	LOT 306 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
709 Appleyard Court	005-295-262	LOT 307 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
711 Appleyard Court	005-295-335	LOT 308 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
713 Appleyard Court	005-295-360	LOT 309 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
715 Appleyard Court	005-295-386	LOT 310 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
717 Appleyard Court	005-295-424	LOT 311 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
719 Appleyard Court	001-499-408	LOT 312 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
721 Appleyard Court	001-478-273	LOT 313 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
723 Appleyard Court	005-294-631	LOT 314 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
725 Appleyard Court	005-295-467	LOT 315 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
727 Appleyard Court	005-295-491	LOT 316 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
729 Appleyard Court	005-295-513	LOT 317 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
731 Appleyard Court	005-295-556	LOT 318 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
733 Appleyard Court	005-295-581	LOT 319 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
735 Appleyard Court	005-295-611	LOT 320 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
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739 Appleyard Court	005-295-645	LOT 322 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
741 Appleyard Court	005-295-670	LOT 323 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
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Considered at the Regular Council Meeting of May 10, 2022

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755 Appleyard Court	005-295-742	LOT 330 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
757 Appleyard Court	005-295-751	LOT 331 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
759 Appleyard Court	002-785-153	LOT 332 OF DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
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763 Appleyard Court	005-295-785	LOT 334 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
765 Appleyard Court	005-295-793	LOT 335 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
766 Appleyard Court	005-289-424	LOT 353 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
767 Appleyard Court	000-501-182	LOT 336 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
768 Appleyard Court	005-289-394	LOT 352 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
769 Appleyard Court	005-288-967	LOT 337 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
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774 Appleyard Court	005-289-327	LOT 349 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
775 Appleyard Court	005-289-131	LOT 340 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
776 Appleyard Court	002-168-570	LOT 348 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
777 Appleyard Court	005-289-165	LOT 341 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963

Considered at the Regular Council Meeting of May 10, 2022

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Schedule B

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778 Appleyard Court	002-248-247	LOT 347 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
779 Appleyard Court	005-289-181	LOT 342 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
780 Appleyard Court	005-289-297	LOT 346 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
781 Appleyard Court	005-289-190	LOT 343 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
782 Appleyard Court	005-289-238	LOT 345 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
784 Appleyard Court	004-856-872	LOT 344 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963



City of Port Moody

Bylaw No. 3356

A Bylaw to apply North Shore Single Detached Residential (RS3) Zoning to the properties previously subject to a Land Use Contract for Appleyard Court.

The Council of the City of Port Moody enacts as follows:

1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 70, 2022, No. 3356 (Appleyard Court) (RS3 and P1)”.

2. Amendments

- 2.1 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the lands outlined in the following schedule to North Shore Single Detached Residential (RS3):

- Schedule A – Appleyard Court Map and List of Properties.

- 2.2 City of Port Moody Zoning Bylaw, 2018, No. 2937 is further amended by rezoning the following lands to Civic Service (P1):

LOT 354, DISTRICT LOT 470, GROUP 1, NEW WEST DISTRICT PLAN
54963 (PID: 005-289-441)

as shown on the map in Schedule A of this Bylaw.

3. Attachments and Schedules

- 3.1 The following schedule is attached to and forms part of this Bylaw:

- Schedule A – Appleyard Court Map and List of Properties.

4. Severability

- 4.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

5. Effective Date

- 5.1 This Bylaw shall come into effect one year after the date of adoption.

Considered at the Regular Council Meeting of May 10, 2022

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Read a first time this ____ day of _____, 2022.

Read a second time this ____ day of _____, 2022.

Public Hearing held this ____ day of _____, 2022.

Read a third time this ____ day of _____, 2022.

Adopted this ____ day of _____, 2022.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3356 of the City of Port Moody.

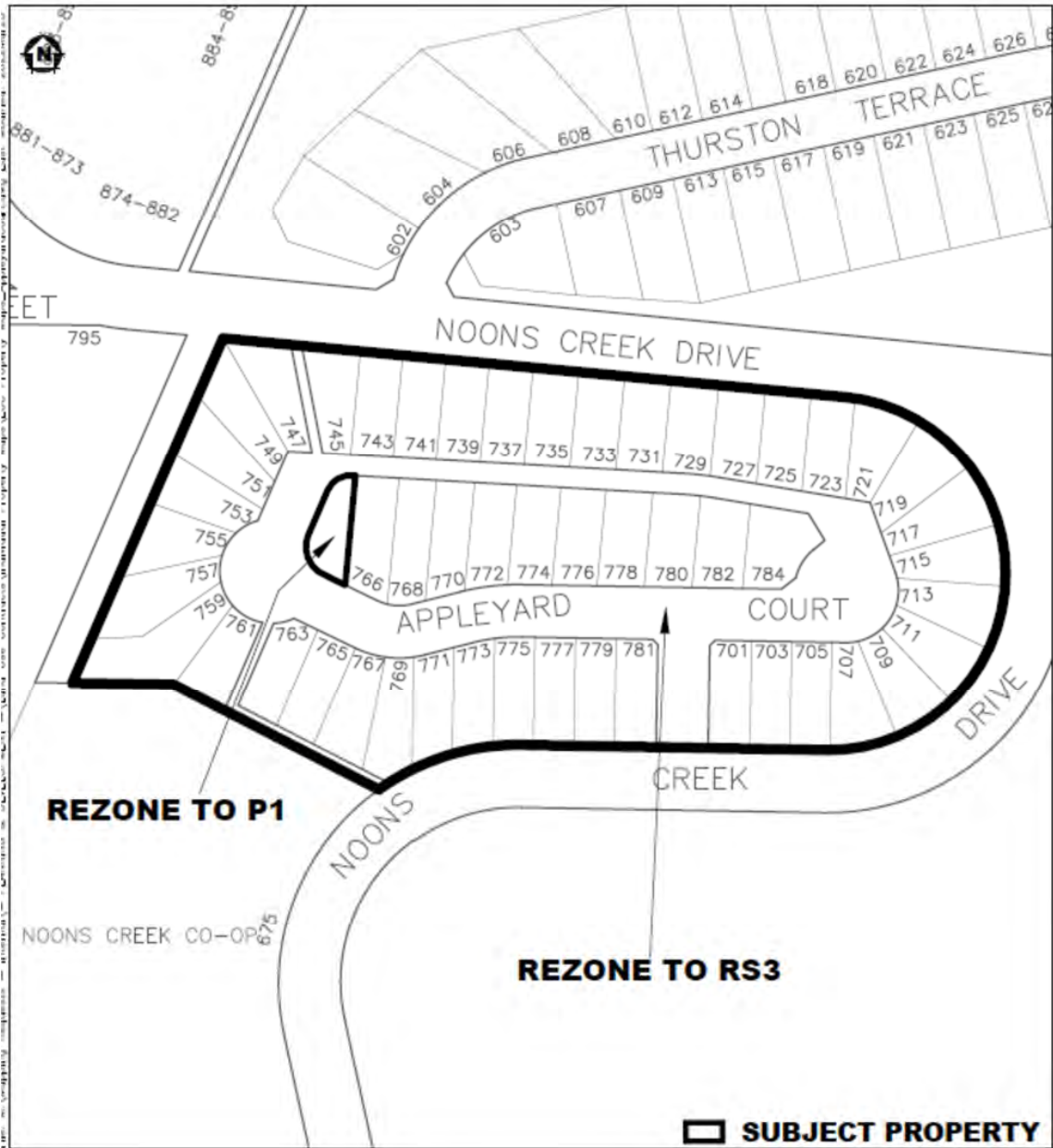
D. Shermer
Corporate Officer

Considered at the Regular Council Meeting of May 10, 2022

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Schedule A

Schedule A – Appleyard Court Map and List of Properties



Considered at the Regular Council Meeting of May 10, 2022

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Schedule A

List of Properties

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701 Appleyard Court	005-295-181	LOT 303 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
703 Appleyard Court	005-295-220	LOT 304 DISTRICT LOT 470 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54963
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