

City of Port Moody - Land Use Contract

14 Dowding Road

Zoning: A1 / RS1

0m 30 60

 **SUBJECT PROPERTIES**

M102350

LAND USE CONTRACT NO. 2 25th day of June 1976.

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")

OF THE FIRST PART

AND: LEIF BJERGLUND JENSEN, presently residing
at 14 Dowding Road, Port Moody, in the
Province of British Columbia, and LOUISE
MARYLIN JENSEN, his wife (hereinafter
called the "Owner")

OF THE SECOND PART

WHEREAS by By-law No. 1221 of the said City, dated the 3rd day of March,
1975, the area of lands described as:

Lots 27, 28, 29, 30 and 49, Block 12, District Lot 349,
Group One, Plan 2483, 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. 1221 of the said City dated the 3rd day of March
1975, 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 Council Chamber of the Public Safety Building,
Port Moody, B.C., on Monday, June 7th, 1976, at the hour of 7:00 p.m., was
published in the issues of the "Columbian" newspaper dated Wednesday,
June 2, 1976 and Thursday, June 3, 1976.

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

1. The Owner is the registered owner of an estate in fee simple of all,
and singular that certain parcel 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 193, Block 12, District 349, as shown on a Subdivision Plan prepared
by Walter E. Frith, B.C.L.S., dated April 22, 1976 marked Plan No. 5-01
attached hereto, as part of Schedule "A". 51183

2. The following maps, plans and schedules, marked as Schedule "A", are
attached to form part of this Contract:

MEMORANDUM OF REGISTRATION

Registered the 17 day of 11, 1976
on application received at the time written
or stamped on the application.

SUBSTITUTE FOR FORM "C"

CITY OF PORT MOODY

Date Dec. 23 1976 Nature of Interest LAND USE CONTRACT

Declared Value \$..... Disposition of C.T.

Please Merge..... Applicant.....
as Solicitor/Agent CITY OF PORT MOODYTelephone No. 936-7211 (Address) Box 26
PORT MOODY, B.C.

065-7...0005.00

NEW WESTMINSTER DISTRICT
LOT 193
DISTRICT LOT 349
GROUP 1
PLAN 51183
N.W.D.

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2. Plan No. Description

S - 01 Proposed Subdivision Plan
C - 01 Plot Plan
Main Floor Plan - Stages One & Two.
C - 02 Basement Floor Plan
C - 03 West & South Elevation Plans
C - 04 East & North Elevation Plans
Sectional Elevation Plan
Specifications
(i) Roof
(ii) Ceiling
(iii) Outside Walls
(iv) Interior Walls
(v) Floors
Stair Section

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

(a) Registration of Title

The Owner has deposited at the Land Registry Office, New Westminster District, the required Subdivision Plan referred to in Section 1, which consolidates Lots 27, 28, 29, 30 & 49, Block 12, District Lot 349, Group 1, Plan 2483, New Westminster District, creating Lot 193, Block 12, District Lot 349. Plan 51183

(b) Permitted Uses of Land, Buildings and Structures

The following uses and no others shall be permitted:

One principal building, as shown on Drawing No. C - 01, for Two Family Residential use, with accessory off-street parking use as normally permitted in the Two-Family Residential Zone (R-1) of the City of Port Moody.

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

All buildings and structures to be constructed on the said land shall conform to:

Drawing Nos. C - 01, C. - 02,

with respect to the size, shape and siting of buildings and structures.

(d) Aesthetic Quality of Buildings and Structures

Exterior finishes shall be as shown and described on Drawing Nos. C - 03 and C - 04.

(e) Inspections

The City Building Inspector, or his authorized agent, are hereby authorized to enter the lands and premises for the purpose of the administration and enforcement of this Land Use Contract.

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3. (f) Municipal Services, Works and Utilities

All utilities, including Water, Sanitary Sewer, Storm Sewer, and Domestic Gas, shall be placed underground and constructed in accordance with the requirements contained in By-laws provided for such installations.

(g) 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 that he will commence construction 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 and described on Drawing No. C - 01 as follows:
 - (i) Stage I - Within 24 months of commencement of construction.
 - (ii) Stage II - May commence following completion of Stage I, provided, however, that Stage II shall not be constructed if not commenced within 6 months of completion of Stage I.
- (b) The Owner further covenants and agrees that he shall remove the One Family Residential Structure from the property within 60 days after having received from the City a "Certificate of Occupancy" for Stage I of construction as described in Drawing No. C - 01.
- (c) The Owner further covenants and agrees that he shall not remove or deliberately injure any trees without prior written consent of the City.
- (d) AND 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.
- (e) 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.
- (f) The Developer covenants to save harmless and effectually indemnify the Municipality 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 Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - (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.

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4. (g) This Contract shall have the force and effect of a Restrictive Covenant running with the land and shall be registered in the Land Registry Office, New Westminster, B.C. by the City of Port Moody.

5. Covenants of the City

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

6. 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, as amended, shall apply to this Land Use Contract and to the attachments hereto.
7. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises of agreements (verbal or otherwise) with the Developer, other than those in this Contract.
8. WE, LEIF BJERGLUND JENSEN and LOUISE MARYLIN JENSEN, 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 A. PATTERSON, Mayor, and JOHN I. BROVOLD, Municipal Clerk, and under Seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 25th day of JULY, 1976.

SIGNED, SEALED AND DELIVERED BY)
LEIF BJERGLUND JENSEN and LOUISE)
MARYLIN JENSEN in the presence of:)

[Signature])
Witness's Name)
13 MERIKK ROAD)
Address)
PORT MOODY, B.C.)
DEPUTY MUNICIPAL CLERK)
Occupation)
(As to both signatures))

[Signature])
Leif Bjerglund JENSEN)

[Signature])
Louise Marylin JENSEN)

THE CORPORATE SEAL OF THE CITY OF)
PORT MOODY was hereunto affixed)
In the presence of:)

[Signature])
Mayor)
[Signature])
Municipal Clerk)

FOR WITNESS

Province of British Columbia


102350

TO WIT:

I, PAJELA DOROTHY GOODWIN of the City of Port Moody, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by Lelf Bjerglund Jensen and Louise Marilyn Jensen, the parties thereto, for the purposes named therein.
2. The said instrument was executed at Port Moody, B.C.
3. I know the said parties, and that they are of the full age of nineteen years.
4. I am subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Port Moody)
in the Province of British)
Columbia this 27 day of)
AUGUST, 1976.)


A Commissioner for Affidavits)
in and for the Province of)
British Columbia)

