

City of Port Moody - Land Use Contract

364 Ioco Road

Zoning: RS1

0m 30 60

 **SUBJECT PROPERTIES**

CITY OF PORT MOODY

BY-LAW NO. 1186

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

WHEREAS by By-law No. 1166 of the City of Port Moody dated the 3rd day of December 1973, the area of lands described as:

Lots 1, 2, 3 and 4, Block 51, District Lot 347,
Group 1, Plan 2720, 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 1166 of the City of Port Moody dated the 3rd day of December 1973, 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 a Public Hearing to be held by the Council of the City of Port Moody in the Council Chamber of the Public Safety Building on Tuesday, March 5, 1974, at the hour of 7:30 P.M. was published in the issues of the Columbian Newspaper dated Monday, February 25, 1974 and Tuesday, February 26, 1974;

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

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

1. TITLE

This By-law may be cited for all purposes as "City of Port Moody Land Use Contract By-law No. 2, 1974".

2. APPROVAL OF CONTRACT

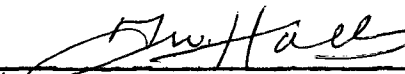
The Land Use Contract attached hereto and marked Schedule "A" is hereby adopted by the Council of the City of Port Moody.

READ A FIRST time this 18th day of March, 1974.

READ A SECOND time this 18th day of March, 1974.

READ A THIRD time this 18th day of March, 1974.

RECONSIDERED AND FINALLY ADOPTED THIS 1st day of April, 1974.



Mayor



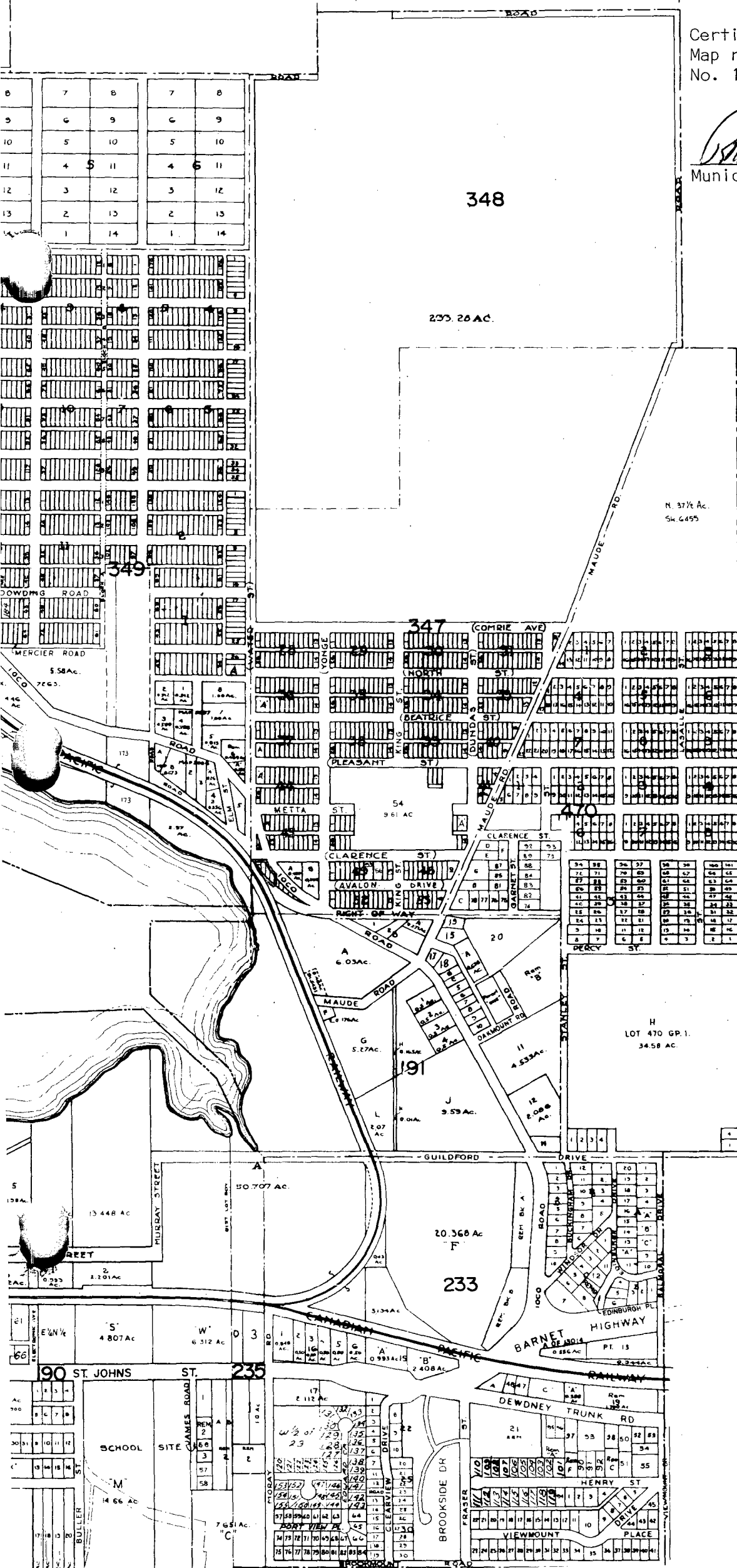
Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1186 of the City of Port Moody.

Municipal Clerk

John A. Howard

MUNICIPALITY OF COQUITLAM



LAND USE CONTRACT 18th day of July, 1974.

K 86907

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:

WILLIAM DONALD THOMPSON, presently residing
at 342 East 18th Street, North Vancouver,
in the Province of British Columbia, and
LINDA ELAINE THOMPSON, his wife
(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS by By-law No. 1166 of the said City, dated the 3rd day of December, 1973, the area of lands described as:

Lots 1, 2, 3 & 4, Block 51, D.L. 347, Group 1, Plan 2720,
New Westminster District

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

AND WHEREAS by By-law No. 1166 of the said City dated the 3rd day of December, 1973, 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 Tuesday, March 5, 1974, at the hour of 7:30 p.m., was published in the issues of the "Columbian" newspaper dated Monday, February 25, 1974, and Tuesday, February 26, 1974.

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 58, District Lot 347, as shown on a Subdivision Plan prepared by Walter E. Frith, B.C.L.S., dated January 22, 1974, marked Plan No. S-01 attached hereto, as part of Schedule "A".

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

2. (a)	<u>Plan No.</u>	<u>Description</u>
	S - 01	Proposed Subdivision Plan
	C - 01	Siting Plan
	C - 02	Main Floor Plan
		Sectional Elevation Plan
		Street (Front) Elevation
		Right Side Elevation
		Basement & Plan
		View (Rear) Elevation
		Left Side Elevation.

(b) Schedule

A - 1	Canadian Code for Residential Construction (Revised Standards) 1970.
-------	---

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 1, 2, 3 and 4, Block 51, District Lot 347, Group 1, Plan 2720, New Westminster District, creating Lots 58 and 59, District Lot 347.

(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 residential use, with accessory off-street parking use as normally permitted in the One-Family Residential Zone (RS-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 No. 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 - 02 and

(e) Inspections

The City Engineer, 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.

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.

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.

(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 within a period of eighteen months from commencement of construction.
- (b) The Owner further covenants and agrees that he shall not remove or deliberately injure any trees without prior written consent of the City.
- (c) 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.
- (d) 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.
- (e) 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, Workmen's Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.

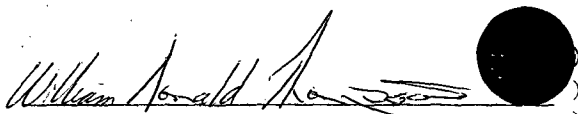
4. (f) This Contract shall have the force and effect of a restrictive Covenant running with the land and shall be registered in the Land Registry Office by The City of Port Moody.

5. Covenants of the City

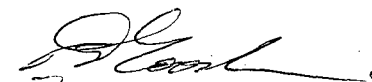
The Municipality hereby covenants and agrees with the Owner to permit the Owner to perform all the said work upon the terms and conditions herein contained.

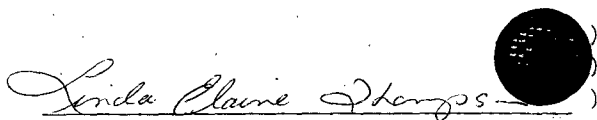
6. In the interpretation of this Land Use Contract, all definitions of words and phrases contained in the City of Port Moody Zoning By-law 1968, No. 968, as amended, shall apply to this Land Use Contract and to the attachments hereto.
7. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer, other than those in this Contract.
8. I, WILLIAM DONALD THOMPSON, 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 HEREOF this Land Use Contract has been executed under signature of Thomas W. Hall, Mayor, and Roy H. Blackwood, Municipal Clerk, and under seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 18th day of July, 1974.



William Donald Thompson

Signed, Sealed and Delivered by
William Donald Thompson in the
presence of:-


Witness


Linda Elaine Thompson

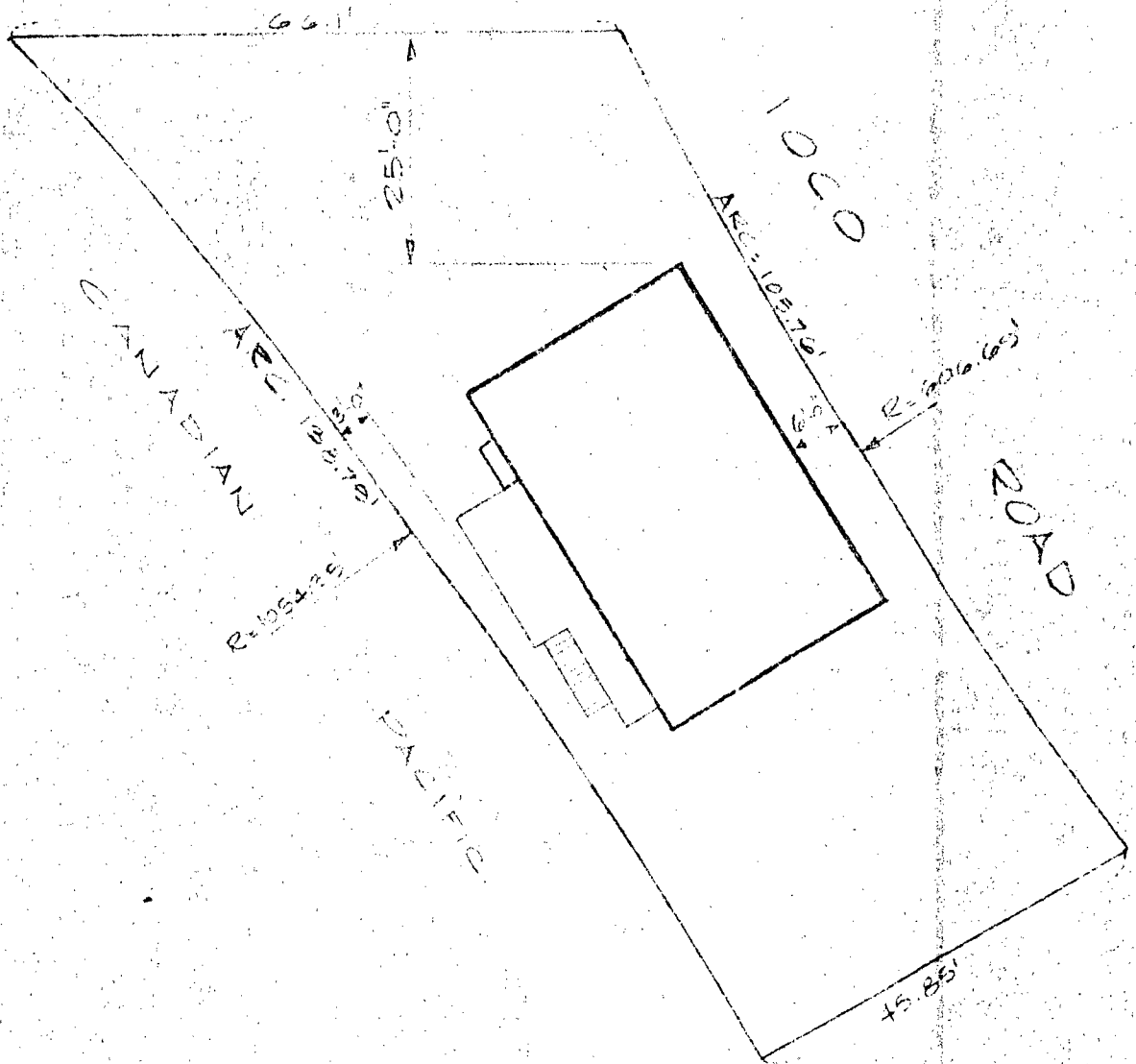
The Corporate Seal of the Corporation
of the City of Port Moody was hereunto
affixed in the presence of:


Mayor


Municipal Clerk

Smith
Old

CLARENCE STREET

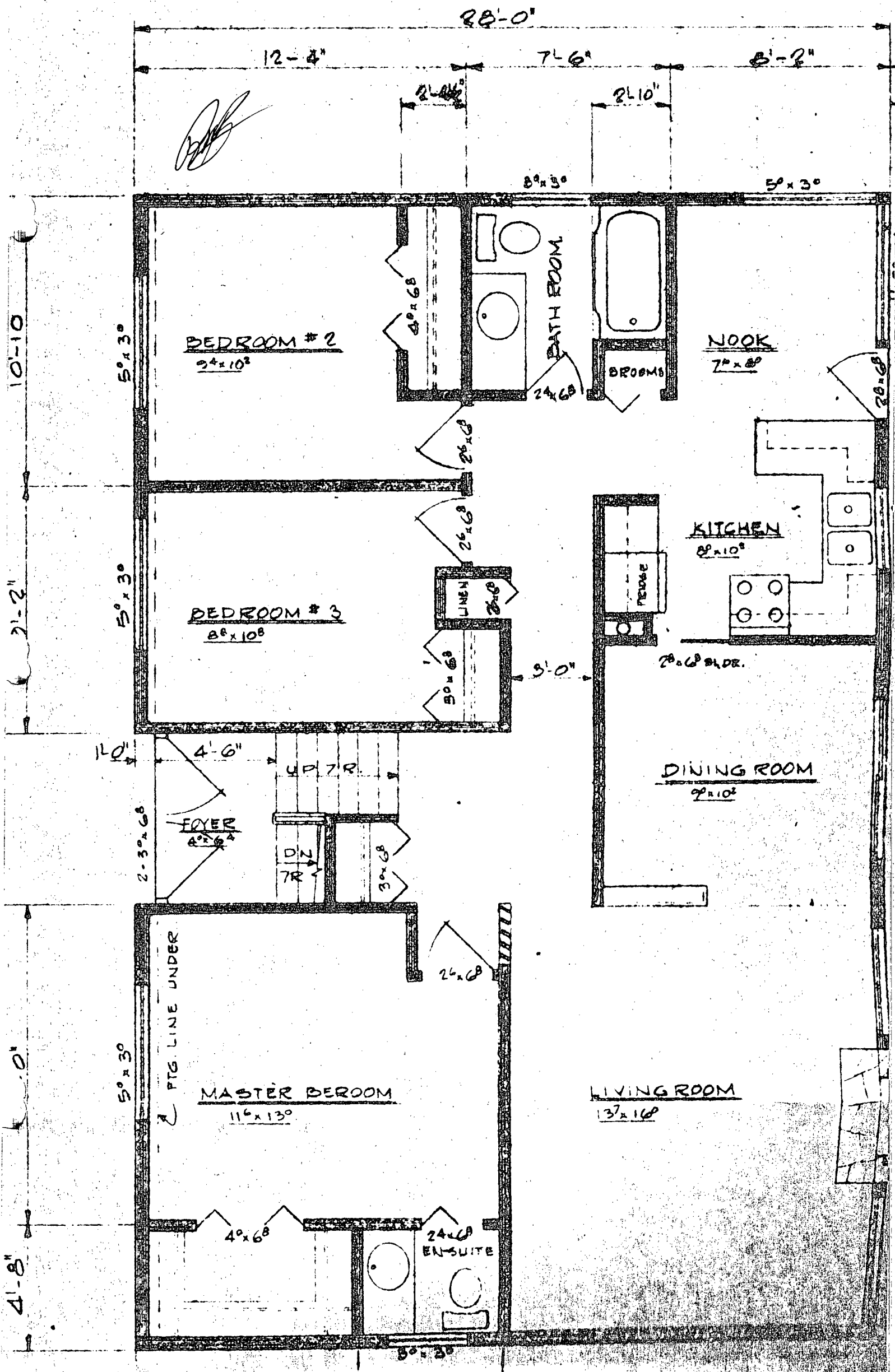


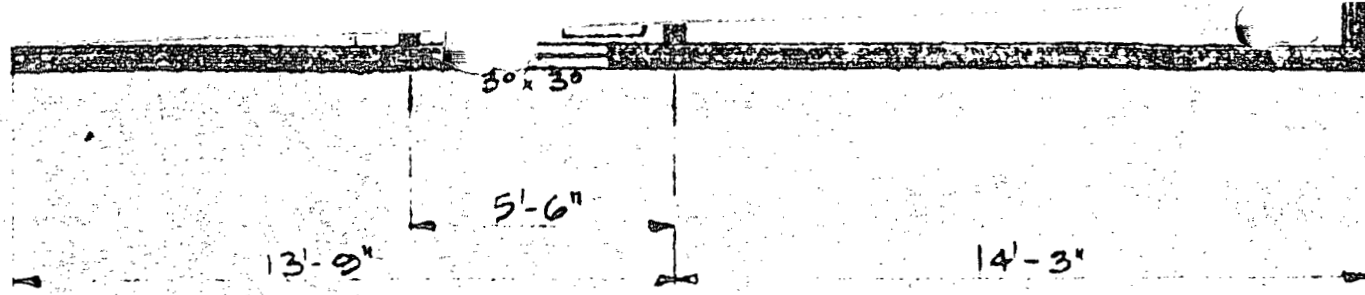
PLOT PLAN

SCALE: 1"=201.0"

LEGAL DISCRPTION:

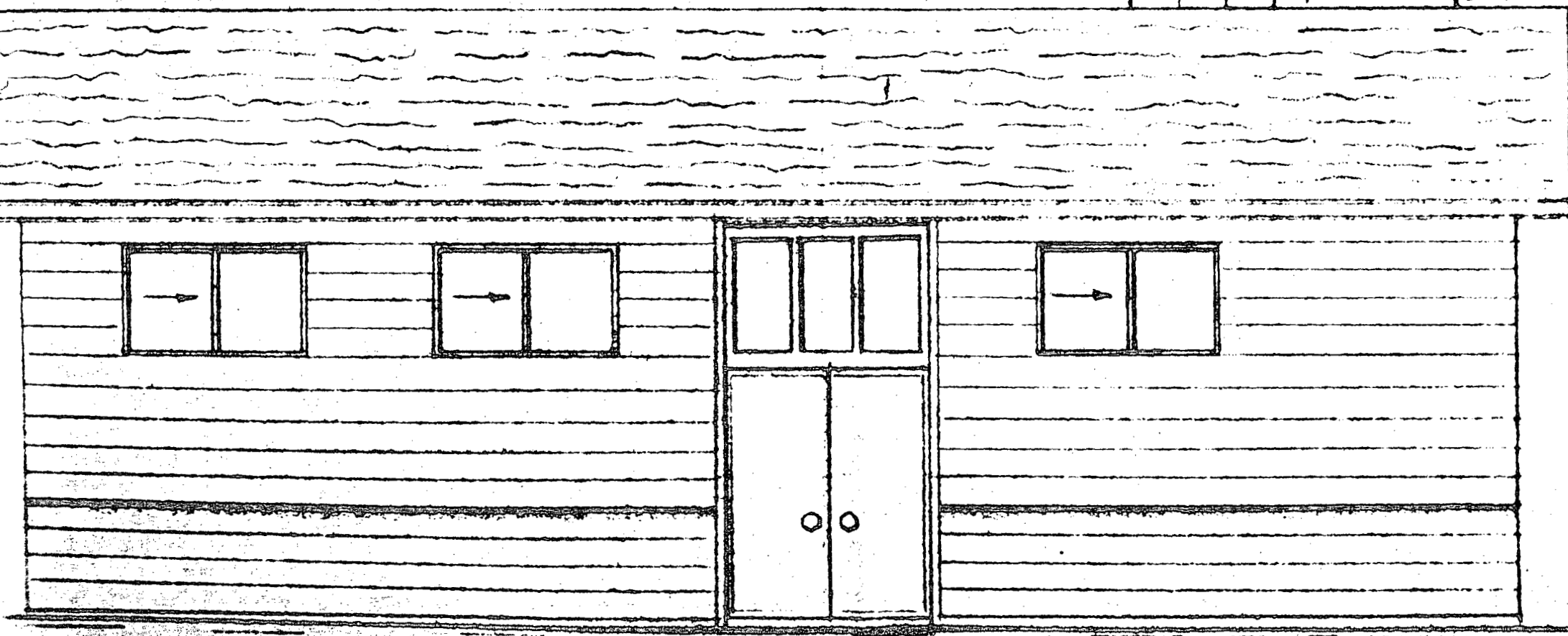
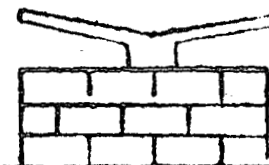
LOT 58 OF
BLOCK 51
DL 347
PLAN 2780





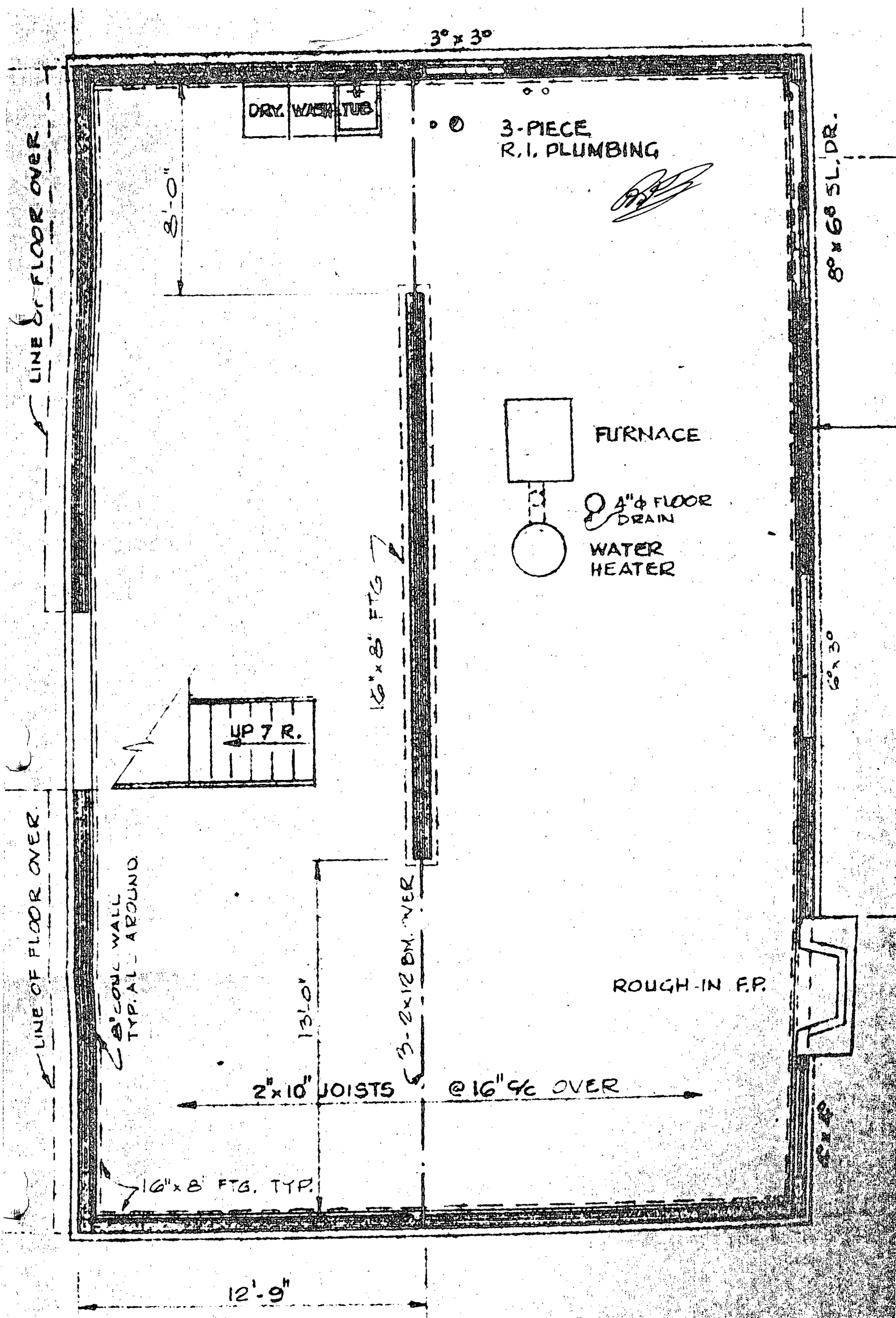
MAIN FLOOR PLAN

1198 SQ. FT.



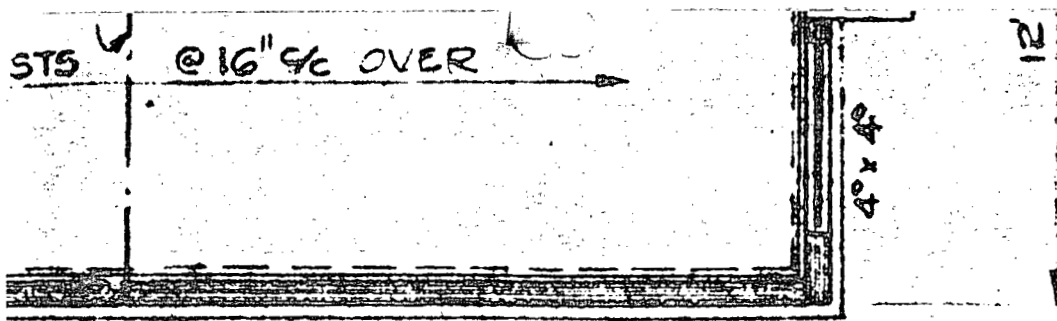
FRONT ELEVATION

R14

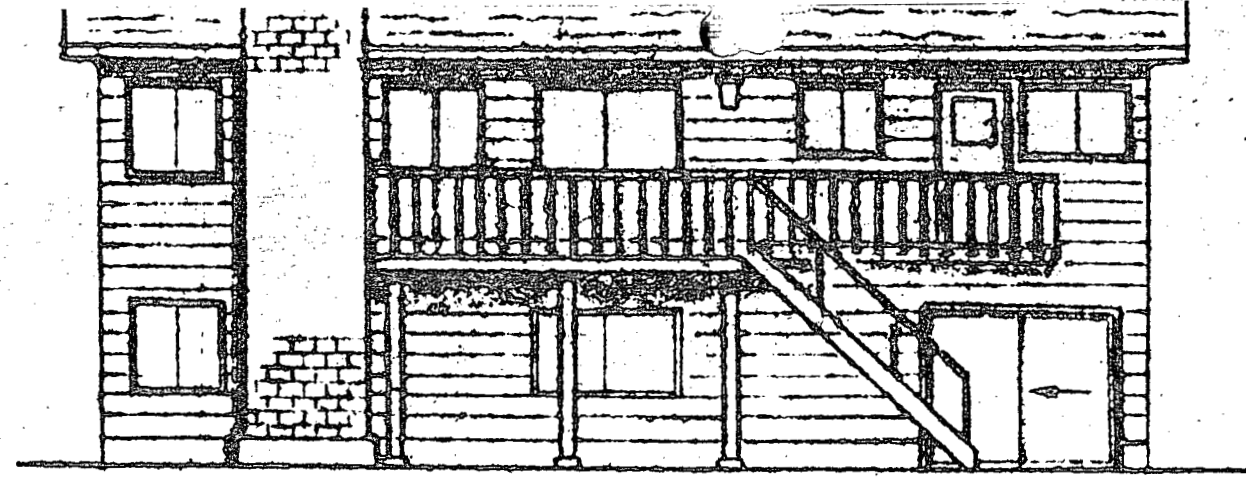


BASEMENT PLAN

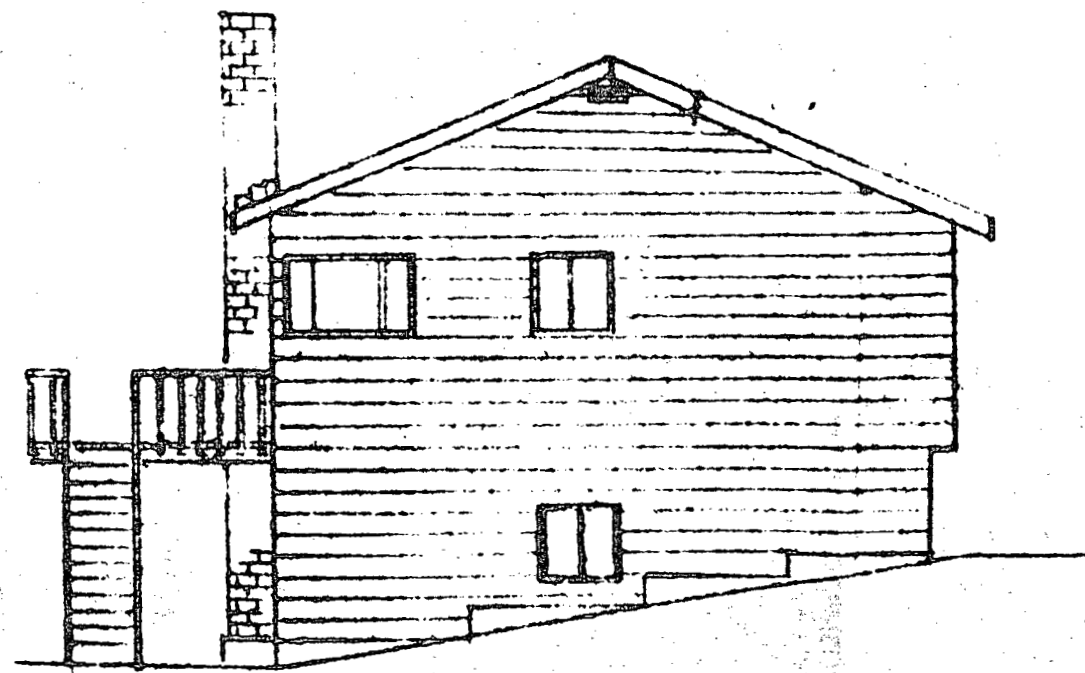
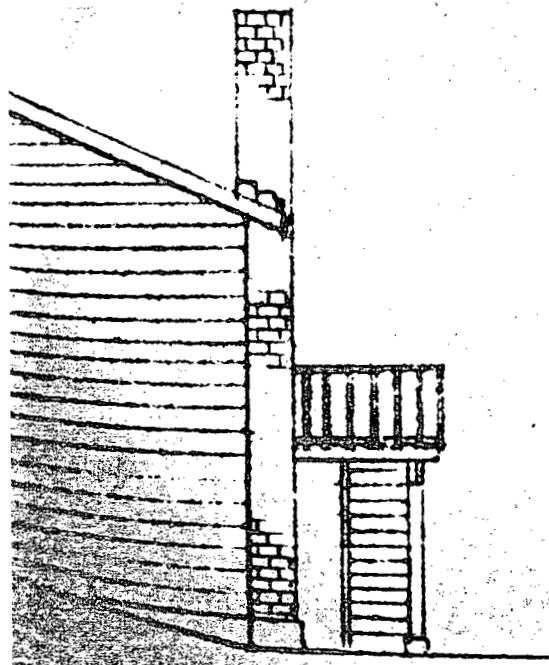
1161 SQ. FT.




FOUNDATION PLAN 1161 SQ. FT.



BACK ELEVATION



DATE	REVISION
THIS DRAWING IS THE PROPERTY OF JANAX DESIGN AND CANNOT BE USED OR COPIED WITHOUT OUR PERMISSION.	
 JANAX DESIGN AND DRAFTING 10808 - 1850 STREET, BURRILL	