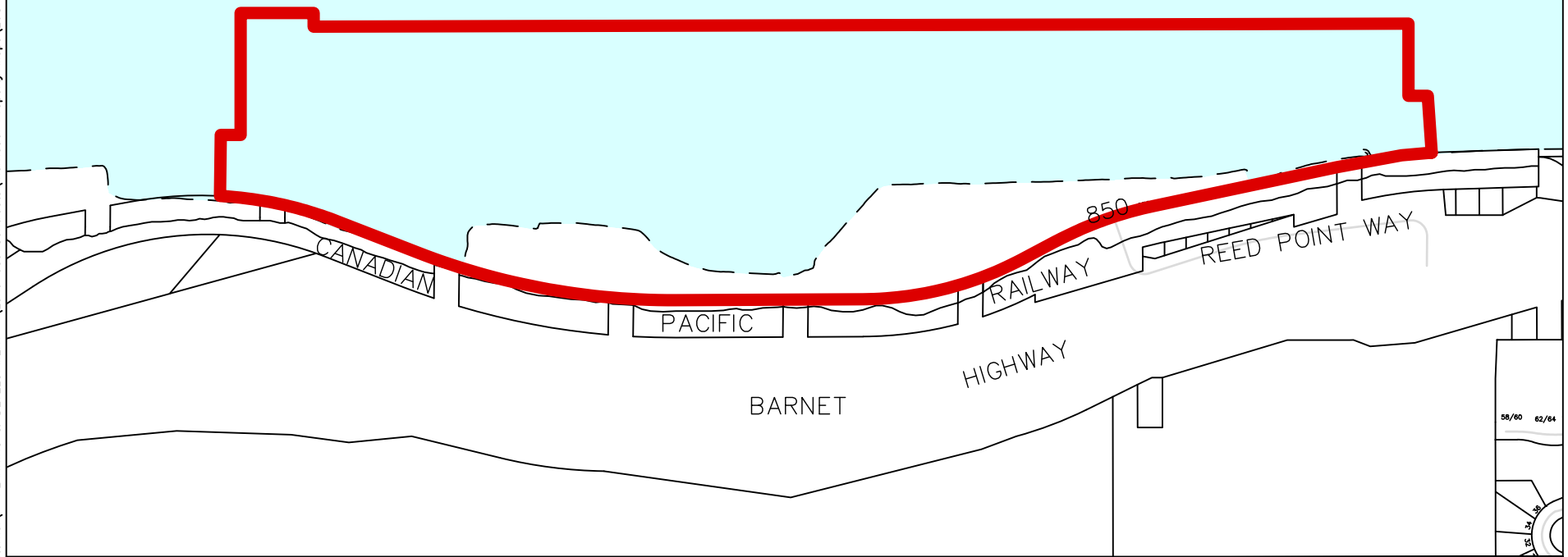




# BURRARD INLET



## City of Port Moody - Land Use Contract

Reed Point Marina - 850 Barnet Hwy

Zoning: C7

0m 100 200

 **SUBJECT PROPERTIES**

CITY OF PORT MOODY

BYLAW NO. 1991

A BYLAW TO AMEND A LAND USE CONTRACT

WHEREAS Section 982 of the Municipal Act empowers the amendment of a land use contract by bylaw, with the agreement of the owner of the affected parcel;

AND WHEREAS Council and the owner of the parcel described in this Bylaw have agreed that the land use contract referred to herein should be amended;

AND WHEREAS Notice of a Public Hearing to be held in the Council Chamber of Kyle Centre on Monday, July 10, 1989 at 7:00 P.M. was published in issues of the "NEWS" Newspaper on Wednesday, June 28, 1989 and Wednesday, July 5, 1989.

AND WHEREAS the said Public Hearing was held at the time and place aforementioned;

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 Bylaw No. 2, 1975, No. 1252, Amendment Bylaw, 1989", No. 1991.

2. AMENDMENT

Land Use Contract dated September 14, 1976 and amendment dated March 22, 1977 between the Corporation of the City of Port Moody and Reed Point Marina Ltd. is amended in respect of the following parcel:

Waterlot (1,361,770 sq.ft.) in Burrard Inlet  
fronting on District Lots 26 and 268, Port Moody  
New Westminster District, as more particularly  
set out in National Harbours Board Lease  
No. V-1662(7);

as detailed in Schedule I attached to and forming part of this Bylaw.

3. EXECUTION

The Mayor and City Clerk are authorized to execute all documents pertaining to the amendment to the Land Use Contract provided for in this Bylaw.

- 2 -

READ A FIRST TIME THE 29th DAY OF MAY, 1989.

READ A SECOND TIME THE 19TH DAY OF JUNE, 1989. (AS AMENDED)

PUBLIC HEARING HELD THE 10TH DAY OF JULY, 1989.

READ A THIRD TIME THE 31ST DAY OF JULY, 1989.

RECONSIDERED AND FINALLY ADOPTED THE 31ST DAY OF JULY, 1989.

  
MAYOR

  
CITY CLERK

I HEREBY CERTIFY THAT the above is a true copy of Bylaw No. 1991 of the City of Port Moody.

\_\_\_\_\_  
CITY CLERK

- 3 -

SCHEDULE I

LAND USE CONTRACT AMENDMENT dated the 1<sup>ST</sup> day of AUGUST, 1989.

BETWEEN:

CITY OF PORT MOODY,

having its 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:

REED POINT MARINA LTD.

A Body Corporate, duly incorporated under  
the laws of the Province of British Columbia,  
having its registered office situated at  
850 Barnet Highway in the City of Port Moody,  
in the Province of British Columbia.

(hereinafter called "the Owner")

OF THE SECOND PART

Whereas by Bylaw No. 1165 of the City, dated the 19th day of November, 1973, the City was authorized to enter into this Land Use Contract dated 14th of September, 1976, amendment thereto dated 22nd day of March, 1977, with the Owner for the use and development of the development area situated at:

Waterlot (1,361,770 sq. ft.) in Burrard Inlet  
fronting on District Lots 26 and 268, Port Moody,  
New Westminster District, as more particularly  
set out in National Harbours Board Lease No.  
V-1662(7);

And Whereas Section 982(2) of the Municipal Act provides for amendments to a registered Land Use Contract, the Owner has requested that Land Use Contract No. L50-75 be amended as follows:

1. The Owner is the Lessee under lease with the National Harbours Board, being Lease No. V-1662(7) expiring August 31, 2010 and covering that water lot situate, lying and being in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

Waterlot (1,361,770 sq. ft.) in Burrard Inlet  
fronting on District Lots 26 and 268, Port Moody,  
New Westminster District, as more particularly  
set out in National Harbours Board Lease  
No. V-1662(7);

(hereinafter called "the land")

## SCHEDULE I

2. Notwithstanding the details of any and all plans forming part of this Amending Land Use Contract, the Development shall conform to all Bylaws and regulations of the City, covering construction and development.
3. The following plans and Letters of Approval, marked as Schedule "A", are attached to and form part of this Amending Land Use Contract:

<u>PLAN NUMBER</u>	<u>DESCRIPTION</u>
A) McElhanney Engineering Services Ltd. - No. 00279-A	Existing Utilities Reed Point Marina
B) McElhanney Engineering Services Ltd. - No. 402-00279, Drawing B	Conceptual Future Marina Extension.
C) Letters of Approval	
i) CP Rail Letter dated December 6, 1988.	

\*\*\* Wherever the existing marina facilities as shown on the above Plan Number 00279-A are at variance with 'Criteria for Development of Marina Facilities' annexed hereto and marked Schedule "B", the Plan shall prevail.

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

a) Permitted Uses of Land, Buildings and Structures

The following uses and no others shall be permitted:  
Operation of a marina, together with usual ancillary uses, Administration Office, including sales and service building, chandlery, clubhouse, restaurant, fuel dock, floats and boat shelters.

b) Size, Shape and Siting of Buildings and Structures

All existing buildings and structures are located as shown on McElhanney Engineering Services Ltd. drawing No. 00279-A. Future structures shall be sited to the requirements of Section 1006 (5) Buildings and Structures on Land, Schedule "B" to Zoning Bylaw 1890, and all subsequent amendments thereto, and all to the approval of the City's Director of Permits & Licences.

c) Parking

Adequate on-site parking shall be provided for the total operation of the Marina facilities, including moorage and land-based operations. Section 1006 (7) Off-Street Parking of Schedule "B", as attached, does not apply to this Amending Land Use Contract.

SCHEDULE I

d) Development and Landscaping of Site

Additional landscaping shall be completed at time of future expansion. Detailed landscaping drawings shall be submitted for review and approval by the City's Director of Parks and Recreation, prior to construction. All landscaping shall be carried out and completed in accordance with the standard and requirements of the Approved Drawing and maintained in perpetuity in a manner satisfactory to the City's Director of Parks and Recreation.

Should the Owner fail to keep and maintain the said landscaping to the satisfaction of the City's Director of Parks and Recreation, 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;

e) Inspections

The City's Director of Engineering Services, or other appointed Officers of the City, are hereby authorized to enter the lands and premises for the purposes of the administration and enforcement of this Contract.

f) Maintenance of Buildings and Structures

General maintenance of all buildings and structures shall be carried out under a regular programme to assure a continuing, pleasing, aesthetic appearance, and to provide for the safety of users in a manner satisfactory to the City's Director of Permits & Licences.

Should the owner fail to maintain the said buildings and structures to the satisfaction of the City's Director of Permits & Licences, 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 and premises or real property taxes, as taxes in arrears;

g) Municipal Services, Works and Utilities

All existing utilities, including water, sanitary sewer and storm sewer, shall be maintained in a satisfactory manner to ensure efficient operation except in the situation where interrupted service is allowed for normal maintenance or emergencies.

Future on-site works and services shall be designed and constructed in accordance with the City of Port Moody's Works and Services Bylaw No. 1789, 1986, as amended by Bylaw No. 1885, 1987, and all subsequent amendments thereto.

SCHEDULE I

h) Signs

Signs shall only be permitted in accordance with "City of Port Moody Sign Bylaw, 1988, No. 1946, and all subsequent amendments thereto.

- i) All future float development, associated marine work, and works and services, shall be constructed within the boundaries of the land.
- j) All requirements outlined in "Criteria for Development of Marina Facilities" annexed hereto, and marked Schedule "B", shall be observed except as otherwise provided in this Amending Land Use Contract Amendment;

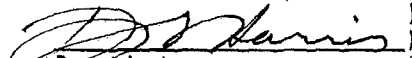
5. Covenants of the Owner

- a) The Owner 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 Amending Land Use Contract;
  - b) This Amending Land Use Contract shall enure to the benefit of and be binding upon the Owner, his successors and assignees, and upon the City, its successors and assignees. This Amending Land Use Contract shall not be assigned to any third party, without prior written consent of the City;
  - c) 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 construction of this marina facility.
    - ii) All expenses and costs which may be incurred by reason of the execution of this Amending Land Use Contract, resulting in damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
    - (iii) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments.
6. The City hereby covenants and agrees with the Owner to permit the Owner to construct and maintain all the said works and services upon the terms and conditions herein contained;
7. In the interpretation of this Contract, all definitions of words and phrases contained in the City of Port Moody Zoning Bylaw 1988, No. 1890, as amended, shall apply to this Amending Land Use Contract and to the attachments hereto;
8. It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner, other than those in this Amending Land Use Contract.

SCHEDULE I

IN WITNESS WHEREOF this amendment to the Land Use Contract has been executed under signature of the Mayor and the City Clerk, and under seal of the City of Port Moody, British Columbia, the 1<sup>st</sup> day of AUGUST, 1989.

The Corporate Seal of  
REED POINT MARINA LTD  
was hereunto affixed in  
the presence of:

  
President

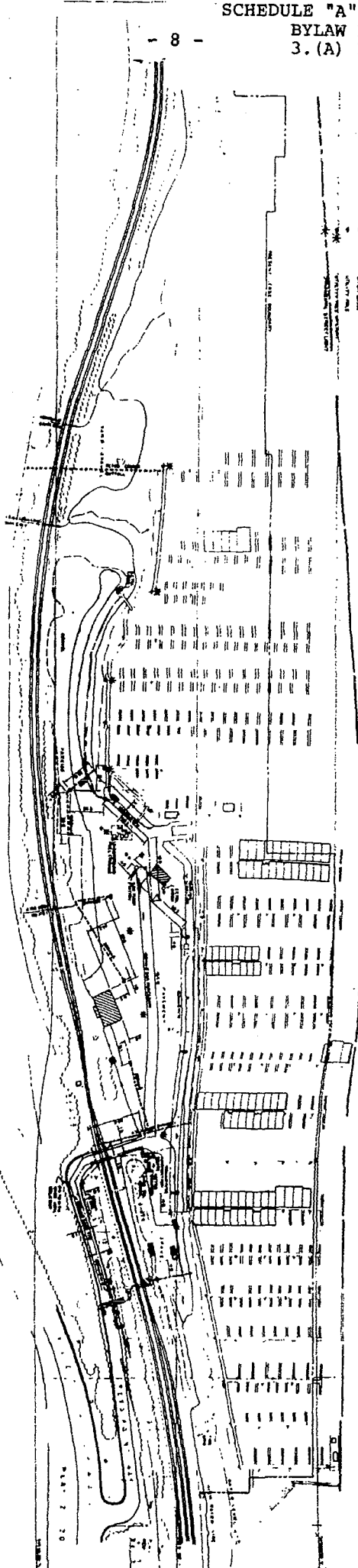
Secretary

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

  
Mayor

  
City Clerk





U R U O B R A D A

[illegible]

**EXISTING UTILITIES  
NEED POINT MARINA**

**SCHEDULE 'A'**  
**ATTACHMENT TO LAND**  
**USE CONTRACT**

**RECEIVED**  
JUN 15 1966  
BIOLOGICAL SERVICE

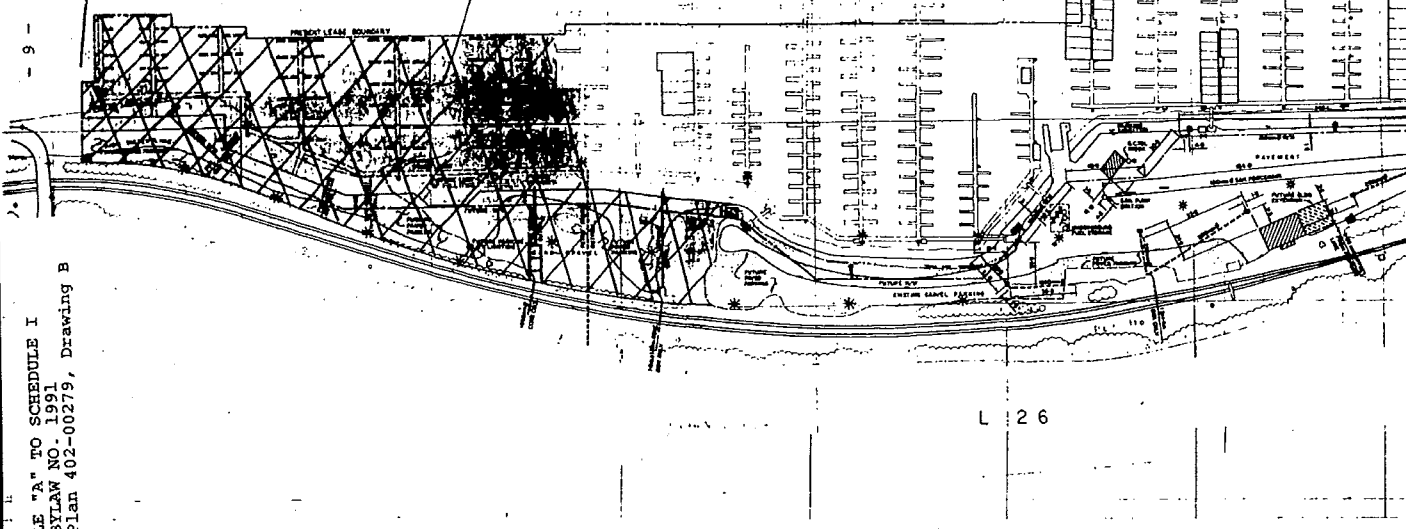
ED  
G.

# VANCOUVER HARBOUR

- SEWER
- SEWER MAIN
- SEWER BRANCH
- WATER MAIN
- WATER BRANCH
- VALVE
- CAVEAT
- WATER
- CATCH BASIN
- UTILITY POLE
- UTILITY POLE W/ LIGHT
- TRANSFORMER STREET LIGHT

SCALE OF 1" = 100' BY SURVEY  
 SHOWN AS BEING THE HARBOR LEASE  
 AND HARBOR MAP SCALE FROM A  
 1" = 100' PORT OF VANCOUVER MAP SHEET 147/18

*Handwritten initials/signature*



L 26

SCHEDULE "A" TO SCHEDULE I  
 BYLAW NO. 1991  
 3. (B) Plan 402-00279, Drawing B

SCHEDULE "A"  
 AMENDMENT TO LAND  
 USE CONTRACT

McElhannay Engineering Services Ltd.

REED POINT MARINA  
 230 BARNETT STREET, PORT MOORE, B.C. V1A 1A7

Drawing No. 402-00279  
 SHEET 1 OF 1

SCHEDULE "A" TO SCHEDULE I  
BYLAW NO. 1991  
3. (C) (i)

200 Granville Street  
Vancouver, British Columbia V6C 2R3

**CP Rail**



Completion  
of Division  
McFarlane  
Subdivision  
of Division

December 6, 1988

File: CA.114.OP

McElhanney,  
13160 - 88th Ave.,  
Surrey, B.C.  
V3W 3K3

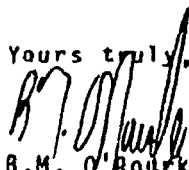
Dear Sir:

RE: Reed Point Marina Outfall Design near Mile 114,  
Cascade Subdivision

-----  
This is your approval to carry out minor regrading on our right-of-way at the outlet of our culverts at Mile 114.0 Cascade Subdivision as outlined in your letter of 28 November, 1988; your file 402-00279. We request that appropriate rip-rap protection be placed where you regrade to ensure that there is no undermining or loss of support at the culvert outlets.


Seventy-two hours before our right-of-way is entered to do this work, you must contact our Roadmaster Ralph Visocchi at 643-3768 (Coquitlam) in order that he may inspect the work and decide if a railway flagman is necessary.

Yours truly,

  
B.M. O'Rourke,  
Division Engineer

cc: R. Visocchi - Coquitlam

Attached is one copy of plan showing proposed work.



SCHEDULE "B" TO SCHEDULE I

BYLAW NO. 1991

SCHEDULE "B" TO BYLAW NO. 1890

CRITERIA FOR DEVELOPMENT OF MARINA FACILITIES

1001 - PURPOSE

The purpose of this zone is to create a district for those waterfront uses of a Commercial-Recreation nature which, when given suitable standards, do not have a performance which is basically incompatible with adjacent residential or recreation uses. The provisions of this section shall be interpreted in accordance with this intent.

1002 - DEFINITIONS

1. Comprehensive Marina Development

Means the development on one site of a privately or publicly owned recreational boating facility, primarily for the public moorage of small craft, regardless of whether or not a moorage fee is charged but which also contains one or more associated ancillary uses which complement the marine recreational nature of the facility, as specified in this criteria.

2. Includes or Including

Means includes or including amongst other things.

3. Land to Water Ratio


Means the ratio obtained when the total land (upland or fill) portion of the development is divided by the area of the water base granted by the National Harbours Board, less the area of entrance channels to the boundary of the mooring basin proper, and less that area which cannot be practically employed currently or in the future, for access channels, fairways, slips, berths or wharf areas.

4. Site

Means one or more contiguous lots or parcels of land or water, all of which are developed under one ownership or tenancy, for use or uses permitted by this criteria.

5. Upland

Means that area of land which lies above the mean high water mark. This definition may include fill areas where the M.H.W. mark has been altered and subsequently recorded by the Land Registry Office.



1003 - PERMITTED USES

1. Small craft launching ramps and mooring facilities.
2. Comprehensive Marina Developments, which shall include mooring facilities and may include launching ramps. Associates uses may include:
  - (a) Restaurant and/or Coffee Shop
  - (b) Bait, Tackle, Food and Chandlery Store
  - (c) Smallcraft Boat and Engine Sales and Repair, including Marine Railway
  - (d) Marine Fuelling Station
  - (e) Smallcraft Dry Storage Yards
  - (f) Launching Ramp, Elevator, Derrick or other launching apparatus
  - (g) Administration Facilities, including Living Quarters for Manager or Watchman
  - (h) Boat Rentals and Passenger Charter Operations
  - (i) Park, Picnic Grounds and Passive Recreation areas.

1004 - PROHIBITED USES

1. Boat or ship building, other than for facilities necessary for Section 1003 (2) (c)
2. Above-ground petroleum, oils or liquid storage
3. Freight charter operations
4. Fish docks
5. Industrial operations including offices, moorage, or storage of any kind
6. Commercial accommodation, retail or service facilities other than as enumerated in Section 1003 (2).

1005 - MINIMUM LAND TO WATER RATIO

The Minimum land to water ratio shall be 1:1.

1006 - REGULATIONS IN ADDITION TO THOSE IN SECTION 1003 FOR PERMITTED  
USES OF WATER, LAND, BUILDINGS & STRUCTURES ON THE MARINA ZONE1. Location and Access

- (a) A Marina Site shall be located in close proximity to the "Main Use Area" (area in vicinity of Rocky Point Park excluded).
- (b) Vehicular access shall flow directly from a designated collector road at a point close to an arterial intersection. The access shall have a roadway, width, grade and alignment capable of accommodating a concentration of traffic, meeting City of Port Moody Engineering Standards, and provide for the safe manoeuvrability of boat trailer units where applicable.
- (c) Marine traffic shall not be drawn through a residential neighbourhood.

2. Site - Water

- (a) Shall be located so as not to conflict with the operation of small marine craft, log boom storage or ship cargo operations.
- (b) Shall not include areas of ecological significance and value and a professional Environmental Study may be required from the Developer and the person or firm appointed to perform such study, must be appointed by the City Council.
- (c) Harbour areas shall be sheltered from wind and wave action from all quarters and shall have such a depth as to accommodate the classes of watercraft designated to certain areas.
- (d) The access channel shall be of minimum length and free of sharp bends.
- (e) Shall not restrict natural tidal currents and thereby hinder the natural flushing action. Where such a flow is not naturally available, it must be created.
- (f) Adjacent water space shall be sufficient for maximum boating movement.

3. Site - Land

- (a) Shall be relatively flat and have sufficient size to accommodate required parking, service areas, and other permitted uses.
- (b) Shall not be located adjacent to a residential area.

1006 - REGULATIONS IN ADDITION TO THOSE IN SECTION 1003 FOR PERMITTED USES  
OF WATER, LAND, BUILDINGS & STRUCTURES ON THE MARINA ZONE  
(CONTINUED)

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4. Utilities and Services

- (a) Potable water system must be connected to the City's system and must have sufficient fire flow.
- (b) Public telephone and hydro must be available with underground wiring on the land area of the development.
- (c) Sewer facilities must ensure that no pollutants are discharged into the water basin.
- (d) Street and parking lot lighting must be underground and ornamental and meet City of Port Moody Standards.
- (e) All other services not mentioned above shall meet the approval of the City Council.

5. Buildings and Structures - On Land

- (a) Shall not exceed a height of 25 feet.
- (b) Shall not be sited:
  - (i) Less than 25 feet from the front property line.
  - (ii) Less than 10 feet from side lot lines.
  - (iii) Less than 30 feet from rear lot line, notwithstanding the foregoing, when the rear lot line adjoins or abuts the high water mark, no rear yard shall be required except where a sewage disposal system or public utility service is located in the rear yard, adjoining or abutting the high water mark, a rear yard of not less than 20 feet shall be provided.
- (c) Shall be constructed in accordance with the National Building Code 1970.

6. Buildings and Structures - Over Water

- (a) Overhead electrical wiring shall not be permitted.
- (b) Boat Houses or Shelters:
  - (i) Shall not be erected more than 50% of the maximum permitted distance of structures or buildings from the mean high water mark within the water lot lease.
- (c) Shall be constructed in accordance with the City's Building and Plumbing Bylaws and shall be all of a common module design within any one waterlot lease area, and shall be planned, erected and constructed in groups of not less than three, or more than eight together. The component units of such grouping shall be of a uniform colour, length and height. A space of not less than three floating boat shelters shall be maintained between the sides of boat shelter groupings, provided, however, that in the case of a grouping not exceeding three floating boat shelters the adjoining space need not be greater than the width of two floating boat shelters, whether such grouping is adjacent to a grouping of five floating boat shelters or not.

1006 - REGULATIONS IN ADDITION TO THOSE IN SECTION 1003 FOR PERMITTED USES  
OF WATER, LAND, BUILDINGS & STRUCTURES ON THE MARINA ZONE  
(CONTINUED)

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6. Buildings and Structures - Over Water (Continued)

- (d) Shall not exceed a height of 16 feet above the water surface nor exceed a length of 45 feet.
- (e) Shall not exceed in total area, including supporting and access floats, more than 10% of the total area of the waterlot lease.
- (f) Shall be constructed on non-combustible, non-reflective sheeting which shall cover all roof bracing from external view.

7. Off-Street Parking

- (a) Every car parking space shall have a minimum area of 200 square feet, and every car/boat-trailer parking space shall have a minimum area of 400 square feet. Space for access roads, parking aisles, landscaping and curbs, shall be in addition to the aforementioned amounts. All parking spaces shall be so shaped and sited as to have convenient access to the premises and to a public highway. All parking areas shall be paved.
- (b) All required parking areas shall be located on the site of the permitted use, and shall be kept clear and unobstructed when not occupied by vehicles.
- (c) Off-street parking shall be provided according to the following:
  - (i) One space for every two slips or berths to be used for permanent storage, plus;
  - (ii) One space for every two boats for hire, plus one space for every four seats in boats for passenger charter, plus;
  - (iii) One space for every 400 square feet of floor area used for the sale of boats, engines, bait, tackle, food and chandlery, plus;
  - (iv) One space for every four seats in a restaurant, excluding a coffee shop, primarily for boat owners, plus;
  - (v) One space per permanent employee, plus;
  - (vi) Thirty car/boat-trailer parking spaces for every lane of launching ramp open to the general public, whether or not a fee is charged, plus;
  - (vii) Ten car/boat-trailer parking spaces for every marine elevator, crane or derrick launching apparatus open to the general public, whether or not a fee is charged.



1006 - REGULATIONS IN ADDITION TO THOSE IN SECTION 1003 FOR PERMITTED USES  
OF WATER, LAND, BUILDINGS & STRUCTURES ON THE MARINA ZONE  
(CONTINUED)

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8. Sanitary and Waste Disposal

- (a) No head shall be flushed in any vessel moored within the water lease area. Enforcement of this regulation shall be the responsibility of the Marina Operator.
- (b) Separate, or share, lavatories for men and women shall be provided.
- (c) Garbage receptacles shall be provided in locations convenient for patrons and visitors. Provisions shall be made with the City Engineer for the installation and maintenance of these facilities.
- (d) Where sanitary sewer is available the marina facility shall be connected forthwith, however, where sanitary sewer is not available, the only acceptable method of disposal shall be a watertight holding tank of a size approved by the City Council which will require pumping from time to time. No septic tanks or similar disposal shall be allowed.

9. Landscaping

- (a) All upland which is not employed for structural sites, parking or storage, and has a soil cover, shall be planted in lawn and shrubs or retained in natural cover. Required yard space shall not be used for parking or storage and shall comply with this clause.
- (b) All plantings shall be maintained in perpetuity to the satisfaction of the City Engineer.

10. Launching Ramps

Boat launching ramps shall be constructed in accordance with recognized engineering standards and shall be designed by a qualified professional engineer and shall have a flat approach area which extends at least 50 feet inland from the top of the ramp.

11. Fire Protection and Safety

- (a) The requirements of the National Fire Code of Canada shall apply.
- (b) A conspicuously located fire extinguisher, capable of combating petroleum and electrical fires, plus a life ring shall be placed every 150 feet of float or pier.

12. Signs

No signs or advertising displays shall be permitted, other than in accordance with the City of Port Moody Sign Bylaw.

13. Site Coverage

Buildings and structures shall not cover more than 35% of the total upland portion of the site.

1006 - REGULATIONS IN ADDITION TO THOSE IN SECTION 1003 FOR PERMITTED USES  
OF WATER, LAND, BUILDINGS & STRUCTURES ON THE MARINA ZONE  
(CONTINUED)

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14. Maintenance and Supervision

- (a) All premises and facilities are to be maintained in good repair and in a clean and tidy condition in keeping with good practice.
- (b) There shall be attendants on the premises, or on call, at all times. Where the latter is the case, the address and/or telephone number of the attendant shall be displayed in a permanent place accessible to the public.

15. Sundry Regulations

- (a) Boats and boat cradles may be stored in parking areas during the months of October through to March.
- (b) No person shall reside on boats or vessels except for temporary holiday and recreational purposes.
- (c) Provisions for on-site sewage disposal from craft is required.
- (d) Provisions must be provided for public access to view water activities.

1007 - DEVELOPMENT OF MARINA ZONES

All applications for a marina facility shall be dealt with under a Development Area Bylaw and a Land Use Contract and the criteria detailed in this report shall be used as the basis of such Land Use Contract. Approvals of all other authorities, as required, must form part of the Land Use Contract. Applications for this use shall be made in the same manner as prescribed for rezoning applications.

Adopted by resolution, as Council Policy on the 10th day of December, 1973.

  
CITY CLERK

CITY OF PORT MOODY

BY-LAW NO. 1252

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

WHEREAS by By-law No. 1165 of the City of Port Moody, dated the 19th day of November, 1973, the area described as:

Waterlot (912,700 sq.ft.) in Burrard Inlet fronting on District Lot 26, Port Moody, New Westminster District, as more particularly set out in National Harbours Board Lease No. V-1662(1),

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. 1165 of the City of Port Moody dated the 19th day of November, 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, Port Moody, B. C., on Monday, July 14th, 1975, at the hour of 7:30 p.m., was published in the issues of the "Columbian" newspaper dated Wednesday, July 9th, 1975, and Thursday, July 10th, 1975;

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 assembled 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, 1975".

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.

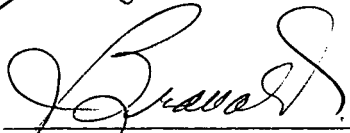
READ A FIRST TIME this 21st day of July, 1975.

READ A SECOND TIME this 21st day of July, 1975.

READ A THIRD TIME this 22nd day of October, 1975.

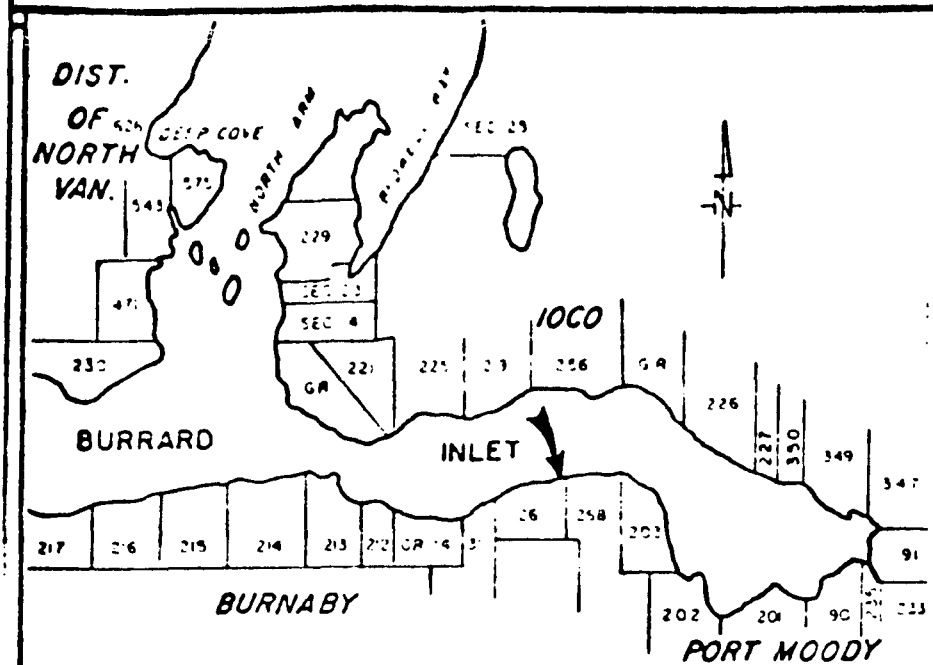
RECONSIDERED AND FINALLY ADOPTED this 3rd day of November, 1975.

  
\_\_\_\_\_  
Acting Mayor

  
\_\_\_\_\_  
Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1252 of the City of Port Moody.

\_\_\_\_\_  
Municipal Clerk



# KEY MAP

NATIONAL HARBOURS BOARD

PORT OF



VANCOUVER

REED POINT MARINA LTD.  
FRONTING D.L. 26  
PORT MOODY

SCALE: 1" = 200'

DRAWN BY RTS

DATE NOV. 15 1973

PLAN NO.

73 - 131

N.H.B. LEASE

#V-1662(1).

SCHEDULE "A"

21

HARBOUR HEADLINE

N 85° 26' 34" E

2759.91'

B U R R A R D

I N L E T

N 89° 23' 30" E

1734'±

E. BOY OIL LEASE

250'

N 00° 36' 30" E  
350'

AREA - 912,700 SQ. FT. ±

N 00° 36' 30" E  
530'

1072.41'

N 00° 36' 30" E

B.C. TELEPHONE CO. SUBMARINE CABLE

PROPOSED FILL AREA

C.P.R.

R/W

KATHLEEN ST

BARNET

HIGHWAY

E. BOY D.L. 26  
W. BOY D.L. 268  
55 M

D. L. 26

D. L. 268

LAND USE CONTRACT dated the 14th day of SEPTEMBER <sup>1976</sup>~~1975~~.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT MOODY,  
having its 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:

REED POINT MARINA LTD.  
a Body Corporate, duly incorporated under  
the laws of the Province of British Columbia,  
having its registered office situate at 317 -  
713 Columbia Street, in the City of New  
Westminster, in the Province of British  
Columbia,

(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS by By-law No. 1165 of the said City, dated  
the 19th day of November, 1973, the area of lands described as:

Waterlot (912,700 sq. ft.) in Burrard Inlet  
fronting on District Lot 26, Port Moody,  
New Westminster District, as more particularly  
set out in National Harbours Board Lease No.  
V-1662(1);

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. 1165 of the said City dated  
the 19th day of November, 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 Monday, the 14th day

of July, A.D. 1975, at the hour of 7:30 p.m., was published in the issues of the "Columbian" newspaper dated WEDNESDAY, the 9th day of JULY A.D. 1975, and THURSDAY, the 10th day of JULY A.D. 1975.

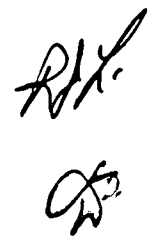
AND WHEREAS the said Public Hearing was duly held at the time and place above-mentioned;

1. The Owner is the Lessee under a TWENTY-ONE (21) year lease with the National Harbours Board, being Lease No. V-1662(1) covering that water lot situate, lying and being in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

Waterlot (912,700 sq. ft.) in Burrard Inlet fronting on District Lot 26, Port Moody, New Westminster District, as more particularly set out in National Harbours Board Lease No. V-1662(1);

2. Notwithstanding the details of any and all plans forming part of this Contract, the Development shall conform to all By-laws and regulations of the City, covering construction and development, including the provisions of the City of Port Moody Building By-law 1973, No. 1157.
3. The following maps, plans and schedules, marked as Schedule "A", are attached to and form part of this Contract:

	<u>PLAN NUMBER</u>	<u>DESCRIPTION</u>
(a)	4355-988-G-101	Mooring and Parking Layouts
(b)	4355-988-G-102	Upland Drainage & Site Services
(c)	4355-988-R-101	Access Road Plan and Profile
(d)	4355-988-F-301	Main & Finger Float Plans & Details
(e)	4355-988-F-302	Ramp Float Plans & Details
(f)	4355-988-E-501	Electrical Distribution & Lighting to Service Centre and Parking
(g)	4355-988-E-502	Electrical Distribution & Lighting to Floats
(h)	Criteria for Development of Marina Facilities	
(i)	Letters of Approval -	
	(i)	National Harbours Board
	(ii)	Department of Highways
	(iii)	Canadian Pacific Railway



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

(a) Permitted Uses of Land, Buildings and Structures

The following uses and no others shall be permitted:

Operation of a marina, together with usual ancillary uses, including sales and service building, chandlery, clubhouse, restaurant, fuel dock, floats and boat shelters, but not to include a Boat Launching Ramp;

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

All buildings and structures to be located as shown on drawing number 4355-988-G-101, initially to be comprised of temporary modular units to be replaced by such buildings and structures as may be approved by the City Building Inspector;

(c) Parking

Parking areas shall be located in general conformity with drawing number 4355-988-G-101.

Five parking spaces shall be required for every TEN (10) mooring spaces;

(d) Development and Landscaping of Site

Landscaping shall be carried out in those designated areas, as shown on drawing number 4355-988-G-101.

Detailed landscaping drawings shall be submitted for approval of the City Parks and Recreational Director at the time of construction, and such landscaping shall be carried out and completed in accordance with the standard and requirements of the City Parks and Recreational Director and maintained in perpetuity in a manner satisfactory to the City Parks and Recreational Director.

*[Handwritten signature]*  
*[Handwritten initials]*



Should the owner fail to keep and maintain the said landscaping to the satisfaction of the City Parks and Recreational 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 of these lands or real property taxes as taxes in arrears;

(e) Inspections

The City Engineer, or other authorized officers of the City, are hereby authorized to enter the lands and premises for the purposes of the administration and enforcement of this Contract;

(f) Maintenance of Buildings and Structures

General maintenance of all buildings and structures shall be carried out under a regular programme to assure a continuing pleasing aesthetic appearance, and to provide for the safety of users 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

*RAX*  
*GR*

taxes payable in respect of these lands and premises or real property taxes, as taxes in arrears;

(g) Municipal Services, Works and Utilities

All utilities, including Water, Sanitary Sewer, Storm Sewer and Natural Gas, shall be placed underground and provided in accordance, at locations shown on Drawing No. 4355-988-G-102, constructed in accordance with the requirements contained in By-laws provided for such installation;

(h) Signs

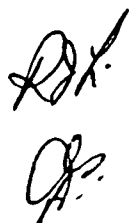
Signs shall only be permitted in accordance with Section 602(5)(a) of the City of Port Moody Zoning By-law, 1968, No. 968;

(i) Amendments

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

(j) Each construction contract issued under this Land Use Contract shall be subject to prior approval by the appropriate City Officer before any such Contract shall be awarded;

(k) Save and Except for Phase II floats, associated marine work, fill and rock work, the development of Phase II, as outlined on Plan No. 4355-988-G-101, or any subsequent phases, shall require further review and approval by City Council.

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

- (1) All requirements outlined in "Criteria for Development of Marina Facilities" annexed hereto, and marked Schedule "A", shall be observed except where specifically altered by this Land Use Contract;

5. Covenants of the Owner and Security for Due Performance:

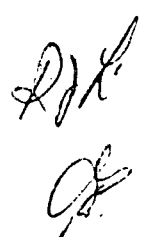
- (a) The Owner covenants and agrees that he will commence construction in conformity with the terms and conditions of this Contract within the period of SIX (6) months from the date of its execution, and shall complete all such works undertaken within a period of THREE (3) years from commencement of construction, with the first phase to be completed within TWO (2) years 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 has deposited with the City, prior to the execution of this document, an irrevocable letter of credit drawn by a Canadian Chartered Bank or such other financial security, that is mutually acceptable to the City Treasurer and the Owner, in the total amount of the estimated total construction costs, including the railroad crossing and of the access road (Water Street), as shown on Drawing No. 4355-988-R-101;
- (c) The period of deposit or expiry date of Letters of Credit, or other financial security shall be upon receipt of Completion Certificate of this Project.
- (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;

R/K.  
GP

- (e) This Contract shall enure 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 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 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, or which 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, Workmen's Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey;

6. Covenants of the City

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

Two handwritten signatures are present in the bottom right corner of the page. The top signature is written in dark ink and appears to be 'D.H.'. The bottom signature is also in dark ink and appears to be 'G.E.'.

7. In the interpretation of this 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 Contract and to the attachments hereto;
8. It is understood and agreed that the City will take over the responsibility for maintenance of the road and underground services in the area which is, or which will be dedicated as public road after the Owner has constructed such road and services, provided however, that the City reserves the right to maintain such road in a similar manner and within the same policies as the City maintains other public roads, including the right of closure in emergencies, without legal responsibility for such closure and/or maintenance to the Owner, his heirs or successors;
9. It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner, other than those in this Contract;
10. We, Reed Point Marina Ltd., the Owner of the water lot 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 the Mayor and the Municipal Clerk, and under seal of the Corporation of the City of Port Moody, British Columbia, the 14th day of September 1975.

1976

The Corporate Seal of  
REED POINT MARINA LTD.  
was hereunto affixed  
in the presence of:

Robert James Rargle  
President

[Signature]  
Secretary

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

[Signature]  
Mayor

BETWEEN:

THE CORPORATION OF THE CITY OF  
PORT MOODY

OF THE FIRST PART

AND:

REED POINT MARINA LTD.

OF THE SECOND PART

---

LAND USE CONTRACT

---

SELKIRK & HARRIS  
Barristers and Solicitors  
P.O. Box 200  
317 - 713 Columbia Street  
New Westminster, B.C.

DGH/cmm

ADDENDUM TO LAND USE CONTRACT dated the 14th day of  
September, 1976.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT MOODY

AND:

REED POINT MARINA LTD.


11. That the Owner be permitted to construct the Marina in Stages;

- (a) That the Owner decide the size of each Stage;
- (b) That the First Stage include all the services to the Marina and the access road constructed and installed according to the plan already approved by the City Engineer;
- (c) That the amount of parking in the First Stage, and each subsequent Stage, be in proper ratio to the corresponding number of berths, and that the parking lot be constructed to the standards already approved by the City Engineer.


IN WITNESS WHEREOF this Addendum to Land Use Contract has been executed under signature of the Mayor and the Deputy Municipal Clerk and under seal of the Corporation of the City of Port Moody, British Columbia, this 22ND day of September, 1976.

The Corporate Seal of REED POINT MARINA LTD.)  
was hereunto affixed in the presence of: )

  
\_\_\_\_\_  
President )

  
\_\_\_\_\_  
Secretary )

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

  
\_\_\_\_\_  
Mayor )

  
\_\_\_\_\_  
Deputy Municipal Clerk )

"H"

CRITERIA FOR DEVELOPMENT OF MARINA FACILITIES

1001 - Purpose

The purpose of this zone is to create a district for those waterfront uses of a Commercial-Recreational nature which, when given suitable standards, do not have a performance which is basically incompatible with adjacent residential or recreation uses. The provisions of this section shall be interpreted in accordance with this intent.

1002 - Definitions

1. Comprehensive Marina Development

Means the development on one site of a privately or publicly owned recreational boating facility, primarily for the public moorage of small craft, regardless of whether or not a moorage fee is charged but which also contains one or more associated ancillary uses which complement the marine recreational nature of the facility, as specified in this criteria.

2. Includes or Including

Means includes or including amongst other things.

3. Land to Water Ratio

Means the ratio obtained when the total land (upland or fill) portion of the development is divided by the area of the water base granted by the National Harbours Board, less the area of entrance channels to the boundary of the mooring basin proper, and less that area which cannot be practically employed currently or in the future, for access channels, fairways, slips, berths or wharf areas.

\* 4. Site

Means one or more contiguous lots or parcels of land or water, all of which are developed under one ownership or tenancy, for use or uses permitted by this criteria.

5. Upland

Means that area of land which lies above the mean high water mark. This definition may include fill areas where the M.H.W. mark has been altered and subsequently recorded by the Land Registry Office.

1003 - Permitted Uses

1. Small craft launching ramps and mooring facilities.

2. Comprehensive Marina Developments, which shall include mooring facilities and may include launching ramps. Associated uses may include:

- (a) Restaurant and/or Coffee Shop
- (b) Bait, Tackle, Food and Chandlery Store
- (c) Smallcraft Boat and Engine Sales and Repair, including Marine Railway
- (d) Marine Fuelling Station
- (e) Smallcraft Dry Storage Yards



1003 - Permitted Uses (Continued)

- (f) Launching Ramp, Elevator, Derrick or other launching apparatus.
- (g) Administration Facilities, including Living Quarters for Manager or Watchman
- (h) Boat Rentals and Passenger Charter Operations
- (i) Park, Picnic Grounds and Passive Recreation areas.

1004 - Prohibited Uses

1. Boat or ship building, other than for facilities necessary for Section 1003 2 (c).
2. Above-ground petroleum, oils or liquids storage.
3. Freight charter operations.
4. Fish docks.
5. Industrial operations including offices, moorage, or storage of any kind.
6. Commercial accommodation, retail or service facilities other than as enumerated in Section 1003.2.

1005 - Minimum Land to Water Ratio

The Minimum land to water ratio shall be 1:1.

1006 - Regulations in Addition to those in Section 1003 for Permitted  
Uses of Water, Land, Buildings and Structures on the Marina Zone

1. Location and Access

- (a) A Marina Site shall be located in close proximity to the "Main Use Area" (area in vicinity of Rocky Point Park excluded).
- (b) Vehicular access shall flow directly from a designated collector road at a point close to an arterial intersection. The access shall have a roadway, width, grade and alignment capable of accommodating a concentration of traffic, meeting City of Port Moody Engineering Standards, and provide for the safe manoeuvrability of boat trailer units where applicable.
- (c) Marine traffic shall not be drawn through a residential neighbourhood.

2. Site - Water

- (a) Shall be located so as not to conflict with the operation of small marine craft, log boom storage or ship cargo operations.
- (b) Shall not include areas of ecological significance and value and a professional Environmental Study may be required from the Developer and the person or firm appointed to perform such study must be appointed by the City Council.
- (c) Harbour areas shall be sheltered from wind and wave action from all quarters and shall have such a depth as to accommodate the classes of watercraft designated to certain areas.

2. Site - Water (Continued)

- (d) The access channel shall be of minimum length and free of sharp bends.
- (e) Shall not restrict natural tidal currents and thereby hinder the natural flushing action. Where such a flow is not naturally available, it must be created.
- (f) Adjacent water space shall be sufficient for maximum boating movement.

3. Site - Land

- (a) Shall be relatively flat and have sufficient size to accommodate required parking, service areas, and other permitted uses.
- (b) Shall not be located adjacent to a residential area.

4. Utilities and Services

- (a) Potable water system must be connected to the City's system and must have sufficient fire flow.
- (b) Public telephone and hydro must be available with underground wiring on the land area of the development.
- (c) Sewer facilities must ensure that no pollutants are discharged into the water basin.
- (d) Street and parking lot lighting must be underground and ornamental and meet City of Port Moody Standards.
- (e) All other services not mentioned above shall meet the approval of the City Council.

5. Buildings and Structures - On Land

- (a) Shall not exceed a height of 25 feet.
- (b) Shall not be sited:
  - (i) Less than 25 feet from the front property line
  - (ii) Less than 10 feet from side lot lines
  - (iii) Less than 30 feet from rear lot line, notwithstanding the foregoing, when the rear lot line adjoins or abuts the high water mark, no rear yard shall be required except where a sewage disposal system or public utility service is located in the rear yard, adjoining or abutting the high water mark, a rear yard of not less than 20 feet shall be provided.
- (c) Shall be constructed in accordance with the National Building Code 1970.

6. Buildings and Structures - Over Water

- (a) Overhead electrical wiring shall not be permitted.
- (b) Boat Houses or Shelters
  - (i) Shall not be erected more than 50% of the maximum permitted distance of structures or buildings from the mean high water mark within the water lot lease.

6. Buildings and Structures - Over Water (Continued)

- (c) Shall be constructed in accordance with the City's Building and Plumbing By-laws and shall be all of a common module design within any one waterlot lease area, and shall be planned, erected and constructed in groups of not less than three, or more than eight together. The component units of such groupings shall be of a uniform colour, length and height. A space of not less than three floating boat shelters shall be maintained between the sides of boat shelter groupings, provided, however, that in the case of a grouping not exceeding three floating boat shelters, the adjoining space need not be greater than the width of two floating boat shelters, whether such grouping is adjacent to a grouping of five floating boat shelters or not.
- (d) Shall not exceed a height of 16 feet above the water surface nor exceed a length of 45 feet.
- (e) Shall not exceed in total area, including supporting and access floats, more than 10% of the total area of the waterlot lease.
- (f) Shall be constructed on non-combustible, non-reflective sheeting which shall cover all roof bracing from external view.

7. Off Street Parking

- (a) Every car parking space shall have a minimum area of 200 square feet, and every car/boat-trailer parking space shall have a minimum area of 400 square feet. Space for access roads, parking aisles, landscaping and curbs, shall be in addition to the aforementioned amounts. All parking spaces shall be so shaped and sited as to have convenient access to the premises and to a public highway. All parking areas shall be paved.
- (b) All required parking areas shall be located on the site of the permitted use, and shall be kept clear and unobstructed when not occupied by vehicles.
- (c) Off-street parking shall be provided according to the following:
  - (i) One space for every two slips or berths to be used for permanent storage, plus;
  - (ii) One space for every two boats for hire, plus one space for every four seats in boats for passenger charter, plus;
  - (iii) One space for every 400 square feet of floor area used for the sale of boats, engines, bait, tackle, food and chandlery, plus;
  - (iv) One space for every four seats in a restaurant, excluding a coffee shop, primarily for boat owners, plus;
  - (v) One space per permanent employee, plus;
  - (vi) Thirty car/boat-trailer parking spaces for every lane of launching ramp open to the general public, whether or not a fee is charged, plus;
  - (vii) Ten car/boat-trailer parking spaces for every marine elevator, crane or derrick launching apparatus open to the general public, whether or not a fee is charged.

8. Sanitary and Waste Disposal

- (a) No head shall be flushed in any vessel moored within the water lease area. Enforcement of this regulation shall be the responsibility of the Marina Operator.
- (b) Separate, or share, lavatories for men and women shall be provided.
- (c) Garbage receptacles shall be provided in locations convenient for patrons and visitors. Provisions shall be made with the City Engineer for the installation and maintenance of these facilities.
- (d) Where sanitary sewer is available the marina facility shall be connected forthwith, however, where sanitary sewer is not available, the only acceptable method of disposal shall be a watertight holding tank of a size approved by the City Council which will require pumping from time to time. No septic tanks or similar disposal shall be allowed.

9. Landscaping

- (a) All upland which is not employed for structural sites, parking or storage, and has a soil cover, shall be planted in lawn and shrubs or retained in natural cover. Required yard space shall not be used for parking or storage and shall comply with this clause.
- (b) All plantings shall be maintained in perpetuity to the satisfaction of the City Engineer.

10. Launching Ramps

Boat launching ramps shall be constructed in accordance with recognized engineering standards and shall be designed by a qualified professional engineer and shall have a flat approach area which extends at least 50 feet inland from the top of the ramp.

11. Fire Protection and Safety

- (a) The requirements of the National Fire Code of Canada shall apply.
- (b) A conspicuously located fire extinguisher, capable of combating petroleum and electrical fires, plus a life ring shall be placed every 150 feet of float or pier.

12. Signs

No signs or advertising displays shall be permitted, other than in accordance with the City of Port Moody Sign By-law.

13. Site Coverage

Buildings and structures shall not cover more than 35% of the total upland portion of the site.

14. Maintenance and Supervision

- (a) All premises and facilities are to be maintained in good repair and in a clean and tidy condition in keeping with good practice.
  - (b) There shall be attendants on the premises, or on call, at all times. Where the latter is the case, the address and/or telephone number of the attendant shall be displayed in a permanent place accessible to the public.
- ... 50.1 b

15. Sundry Regulations

- (a) Boats and boat cradles may be stored in parking areas during the months of October through to March.
- (b) No person shall reside on boats or vessels except for temporary holiday and recreational purposes.
- (c) Provisions for on-site sewage disposal from craft is required.
- (d) Provisions must be provided for public access to view water activities.

1007 - Development of Marina Zones

All applications for a marina facility shall be dealt with under a Development Area By-law and a Land Use Contract and the criteria detailed in this report shall be used as the basis of such Land Use Contract. Approvals of all other authorities, as required, must form part of the Land Use Contract. Applications for this use shall be made in the same manner as prescribed for rezoning applications.

Adopted by resolution as Council Policy on this 10th day of December 1973.

---

Municipal Clerk

A. J. J.

PORT OF VANCOUVER

PORT DE VANCOUVER

National Harbours Board  
520 Granville Square  
200 Granville Street  
Vancouver, B.C. V6C 2P9

Tel. (604) 687-0474

Conseil des Ports Nationaux  
520 Granville Square  
200, rue Granville  
Vancouver, B.C. V6C 2P9

Telex 04-53310

November 7, 1975

NOV 24 1975

Reed Point Marina Ltd.,  
4351 North Road,  
Cariboo Shopping Centre,  
Coquitlam, B. C.

Attention: Mr. Rod Large, President

Dear Sirs:

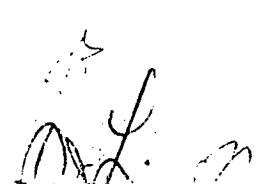
Re: Reed Point Marina

Attached hereto is Reclamation Permit No. 130 covering the proposed filling for the marina on Board property fronting D.L.'s 26 and 263, Burrard Inlet, Port Moody, Vancouver Harbour.

Yours very truly,

  
P. Eng.  
Port Engineer

LC/rm  
attach.



NATIONAL HARBOURS BOARD

PORT OF



VANCOUVER

No 130

RECLAMATION PERMIT

REED POINT MARINA LTD. 4351 NORTH RD., CARIBOO SHOPPING CENTRE, COQUITLAM, B.C. Nov. 7/75  
NAME ADDRESS DATE OF ISSUE

DREDGE SPOIL FROM BURRARD INLET - PORT MOODY AREA GRAVEL & RIPRAP  
SOURCE OF MATERIAL TYPE OF MATERIAL

WATERLOT LEASE AREA FRONTING DL 268 & 26, CITY OF PORT MOODY - VICINITY REED POINT  
APPROVED RECLAMATION SITE

JUNE 30, 1976  
EXPIRY DATE

SPECIAL REQUIREMENTS

FILL CONFIGURATION TO CONFORM TO A.E.S.L. DRWG. NO. 4355-A-101 WHICH  
ACCOMPANIED APPLICATION UNDER N.W.P.A.

  
SIGNATURE OF APPROVAL

CB  
DL 3



DEPARTMENT OF HIGHWAYS

TO ENSURE IMMEDIATE ATTENTION  
PLEASE QUOTE FILE NO. 14-21-60

"1" (ii)

309 - 6th Street,  
New Westminster, B.C.,  
V3L 3A7,  
September 30, 1975.

R15-01

City of Port Moody,  
2425 St. Johns Street,  
Port Moody, B.C.,  
V3H 3E1.

Attention: Mr. Young H. L. Tong, P. Eng.

Dear Sirs:

Re: Water Street Grade Crossing -  
Port Moody, Mile 117.66  
Cascade Subdivision C.P.R.

Attached is copy of Board Order No. R-21166 dated  
August 20, 1975, authorizing the construction of a level crossing  
at the above location that will include the installation of  
automatic protection.

Yours truly,

A. WALLISSER, P. Eng.,  
District Highways Manager

LB:dw  
Att.





"i" (iii)

## RAILWAY TRANSPORT COMMITTEE

## COMITE DES TRANSPORTS PAR CHEMIN DE FER

ORDER NO. R-21166

ORDONNANCE NO R-21166

August 20, 1975

le 20 août 1975

Ottawa

Ottawa

IN THE MATTER OF the application of the City of Port Moody, hereinafter called the "Applicant", for authority to construct Water Street at grade across the right of way and track of Canadian Pacific Limited, in the City of Port Moody, in the Province of British Columbia, at mileage 117.66 Cascade Subdivision, as shown on Drawing No. 4355-988-C-101, Revision 1, dated April 22, 1975, on file with the Commission under File No. 27073.620; and

RELATIVE à la requête présentée par la ville de Port Moody, ci-après désignée "la requérante", en vue d'obtenir l'autorisation de construire un passage à niveau au croisement de la rue Water et de l'emprise et de la voie ferrée de Canadien Pacifique Limitée, dans la ville de Port Moody, dans la province de la Colombie-Britannique, au point milliaire 117.66 de la subdivision Cascade, comme indiqué sur le dessin n° 4355-988-C-101, révision n° 1, daté du 22 avril 1975, versé au dossier n° 27073.620 de la Commission; et

IN THE MATTER OF the installation of automatic protection at the said crossing.

RELATIVE à l'installation d'un système de protection automatique audit passage.

File No. 27073.620

Dossier n° 27073.620

UPON reading the submissions filed -

APRES lecture des pièces déposées -

IT IS ORDERED THAT:

IL EST ORDONNE CE QUI SUIT:

1. The Applicant is authorized to construct and maintain, at its own expense, Water Street at grade across the right of way and track of Canadian Pacific Limited, in the City of Port Moody, in the Province of British Columbia, at mileage 117.66 Cascade Subdivision, as shown on said Drawing.

1. La requérante est autorisée à construire et à entretenir, à ses frais, un passage à niveau au croisement de la rue Water et de l'emprise et de la voie ferrée de Canadien Pacifique Limitée, dans la ville de Port Moody, dans la province de la Colombie-Britannique, au point milliaire 117.66 de la subdivision Cascade, comme indiqué sur ledit dessin.

2. The said crossing shall be constructed in compliance with the requirements of the Committee respecting highway crossings.

2. Ledit passage devra être construit conformément aux prescriptions du Comité relatives aux croisements de voies publiques.

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