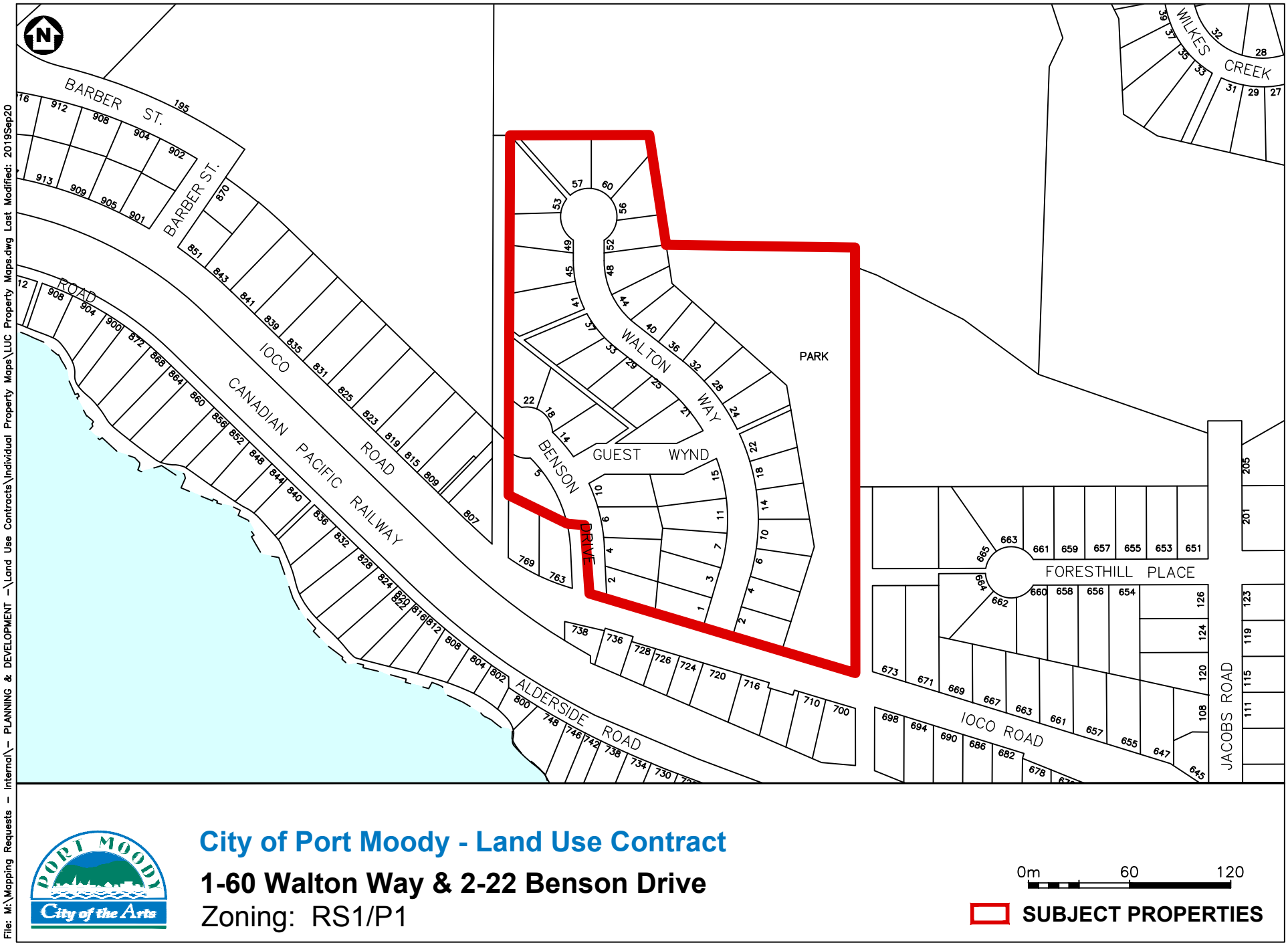

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City of Port Moody - Land Use Contract

1-60 Walton Way & 2-22 Benson Drive

Zoning: RS1/P1

0m 60 120

SUBJECT PROPERTIES

CITY OF PORT MOODY

BY-LAW NO. 1187

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

WHEREAS by By-law No. 1156 of the City of Port Moody, dated the 15th day of October 1973, the area of lands described as:

> Blocks 3, 4, and 5, District Lot 227, Group 1 as shown on registered Plan 174 and the most southerly 400 feet of Lot "C", District Lot 227 as shown on registered Plan 23645, as further shown on map attached to By-law 1156

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. 1156 of the City of Port Moody, dated the 15th day of October 1973, the City was authorized to enter into a Land Use Contract with the developer 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. 3, 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

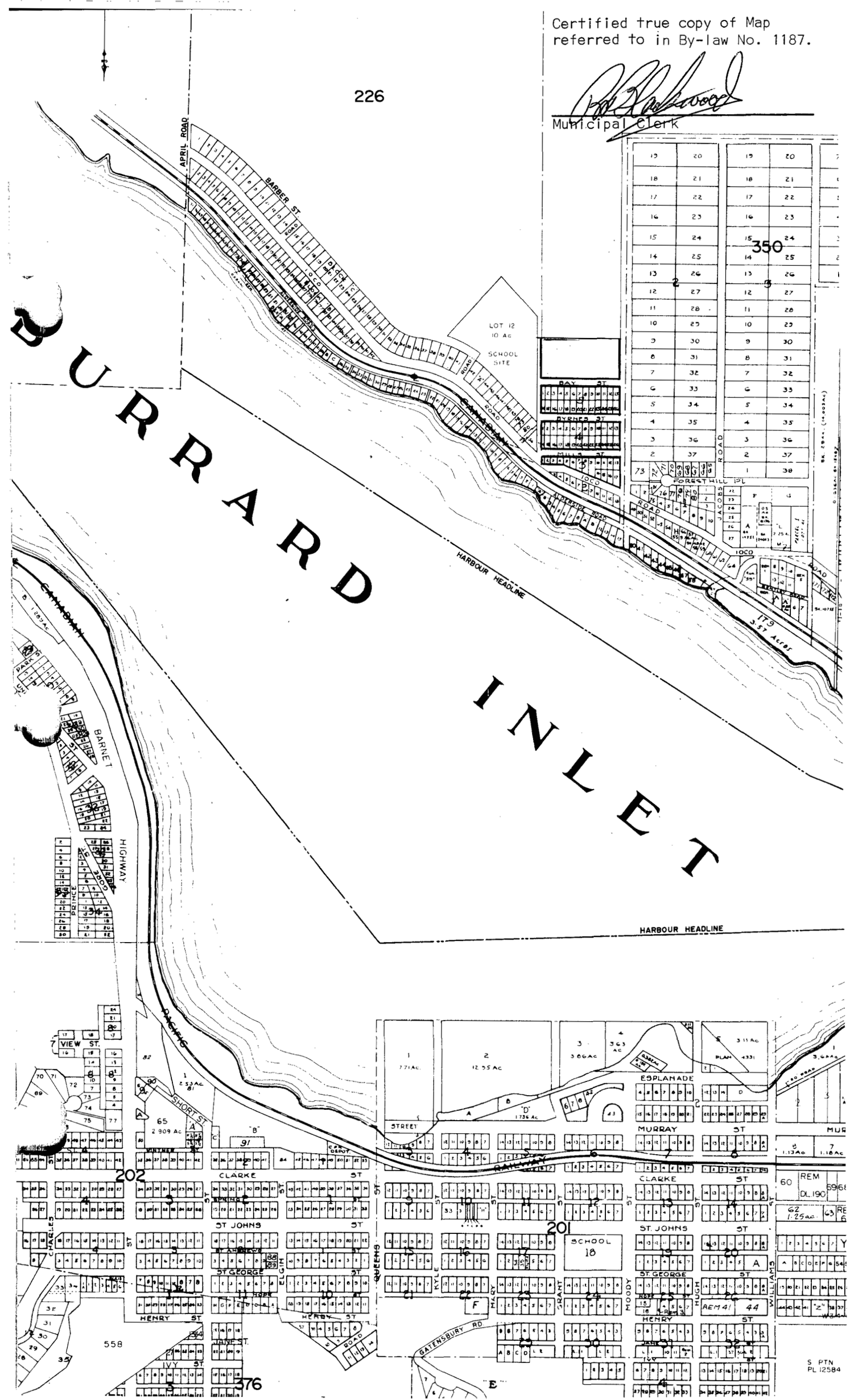
I HEREBY CERTIFY that the above is a true copy of By-law No. 1187 of the City of Port Moody.

Municipal Clerk

AMENDED BY BY-LAW NO 1267

Certified true copy of Map
referred to in By-law No. 1187.

Municipal Clerk



LAND USE CONTRACT 3 day of April, 1974.

SCHEDULE "A"

L.R.O. FILING
K-87165
19/7/74.

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: ARGON DEVELOPMENTS LTD, a Company duly incorporated under the laws of British Columbia, having its place of business at 125 West 2nd Street in the Municipality of North Vancouver in the Province of British Columbia

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS by By-law No. 1156 of the said City, dated the 15th day of October, 1973, the area of lands described as:

Blocks 3, 4 and 5, District Lot 227, Group 1, as shown on Registered Plan 174 and the most southerly 400 feet of Lot "C", District Lot 227, as shown on Registered Plan 23645, as further shown on the map attached to By-law No. 1156

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. 1156 of the said City dated the 15th day of October, 1973, the City was authorized to enter into a Land Use Contract with the Developer 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 Developer and the City are owners of an estate in fee simple of all and singular that certain parcel of land and premise situate, lying and being in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

   That subdivided portion of District Lot 227, including Lots 228 to 269 inclusive, the area designated Park consisting of 3.084 acres and all designated road allowances as shown outlined in red on a subdivision plan prepared by Hunter, Crockford, Scobie & Associates, Surveyors, and Engineers, dated February 4, 1974, attached hereto and marked Plan No. L - 02.

.....2/

SAVE AND EXCEPT those certain parcels of land lying and being in the City of Port Moody included in the afore-mentioned Subdivision that are in the joint ownership of William Farley and Sandra Farley of 745 loco Road of the City of Port Moody in the Province of British Columbia, more particularly described as follows:

Lots 1 & 2, Block 3, District Lot 227, Group 1, Plan 174, N.W.D.
Lots 1 & 2, Block 4, District Lot 227, Group 1, Plan 174, N.W.D.
Lots 14 & 15, Block 4, District Lot 227, Group 1, Plan 174, N.W.D.

which have been designated to be included in the Development Area, in accordance with an Agreement dated February 18, 1974, attached as a Schedule hereto and marked Schedule No. M - 1.

The following Maps, Plans and Schedules, marked as Schedule "A", are attached to form part of this Contract.

2. (a)

Plan No.	Description
L - 01	Plan designating Road Closures
L - 02	Lot Subdivision Plan
S - 001	Overall Plan - Road and Sanitary Services
S - 01	Plan and Profile - Road No. 1
S - 02	Additional Plan and Profile Road No. 1
S - 03	Profile - loco Road
S - 04	Proposed Road - No. 2
S - 05	Profile Along C/L Of Road No. 3
S - 06	Plan and Profile - West Road
S - 07	Plan and Profile - Walkways 3 and 4
S - 08	Plan and Profile -"West Easement"
S - 09	Sections - Road No. 1
S - 010	Sections - Road No. 3
S - 011	Proposed Gravel Service Road
S - 012	Plan and Profile - Lower "Middle Route"
S - 013	Plan and Profile - Lower Gravel Road
S - 014	Plan Showing Down Stream Drainage
S - 015	Site Drainage Plan

(b) Schedule No.

M - 1	Land Development Agreement between William and Sandra Farley, and A. Percy.
M - 2	Letter of Commitment re Downstream Drainage addressed to Ian E. Young by Argon Developments Ltd., endorsed by Ian Young.

3. The following Terms and Conditions shall apply to the said Development.

(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 Blocks 3, 4 and 5, District Lot 227, Group 1, as shown on Registered Plan 174 and the most Southerly 400 feet of Lot "C", District Lot 227, as shown on Registered Plan 23645, creating a Residential Subdivision and Parkland, as shown on Plan L - 02 of Schedule "A".

.....3/

3. (b) Permitted Use of Land

The following use, and no others, shall be permitted:

One principle building for Residential use on each subdivided lot, with assessory off-street parking use, as normally permitted in the One-Family Residential Zone (RS-1) of the City of Port Moody.

Development on the 3.084 acre area designated for Park purposes shall be at the discretion of the City.

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

All buildings and structures to be constructed on the said land shall be in conformance with the requirements of the City of Port Moody Zoning By-law and the City of Port Moody Building By-law, with respect to size, shape and siting of buildings and structures.

(d) 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.

(e) Municipal Services

(i) All utilities, including Water, Sanitary Sewer, Storm Sewer, shall be installed underground.

(ii) B. C. Hydro and B. C. Telephone cables shall be installed underground.

(iii) All services detailed in Section 3 (e) (i) and (ii) above, and all other utilities, including Road Curbs, Street Lighting, Pathways, Service Roads and Surface Drainage, shall be constructed in conformance with Plan Nos. S - 01, S - 02, S - 03, S - 04, S - 05, S - 06, S - 07, S - 08, S - 09, S - 010, S - 011, S - 012 and S - 013, and shall further conform to City Specifications for such services.

Installation of Sidewalks are not included in this Land Use Contract.

(f) Downstream Drainage Improvements

Downstream drainage improvements to the Subdivision shall be constructed in conformance with Plan No. S - 014 and Schedule No. M - 2, and shall further conform to City Specifications for such services.

(g) Amendments

This Land Use Contract may be amended for minor alterations to Plans and Specifications by mutual written agreement.

.....4/

4. Covenants of the Developer and Security for Due Performance

(a) The Developer covenants and agrees that he will commence construction in conformity with the terms and conditions of this Land Use Contract within a period of three months from the date of its execution, and shall complete all such works undertaken within a period of twelve (12) months from commencement of construction.

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

(c) As a Security for due and proper maintenance of all services detailed in Part 3(e) of this Contract, for a period of 12 months following completion, the Developer has deposited with the City a Cash Deposit or Performance Bond for an amount equal to 15% of all service costs.

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

(e) The Developer further covenants and agrees that he shall not, during construction and installation of services, remove or deliberately injure any tree that is presently existing, without prior written consent of the City.

(f) And the Developer further agrees with the City that he will reimburse the City for all legal fees and costs incurred by the City in drawing up and executing this Contract.

(g) This Contract shall inure to the benefit of and be binding upon the Developer, his successors and assignees. This Contract shall not be assigned to any Third Party, prior to its completion, without written consent of the City.

(h) The Developer covenants to save harmless and effectively 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.

.....5/

4. (i) The City of Port Moody owns 45,818 square feet of land, which is to be contained in the aforementioned plan of Subdivision, for which the Developer will pay to the City the sum of $ 56,000.00 . The payment of this sum will vest the title of this additional land to the Developer. Such sum of money shall be paid to the City at the time of execution of this Contract.

(j) 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 Developer to permit the Developer 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. WE, ARGON DEVELOPMENTS LTD., the Developer 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 3 day of April, 1974.

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

Mayor

Municipal ~~Clerk~~

(The Corporate Seal of the Corporation of Argon Developments Ltd., was hereunto affixed in the presence of:

(The signatures of _____ were hereunto affixed:

Owner

_____
Owner

L.R.O. FILING:
M-9685 - Feb. 9/76.

CITY OF PORT MOODY

BY-LAW NO. 1267

A BY-LAW OF THE CITY OF PORT MOODY TO AMEND BY-LAW NO. 1187 WHICH IS CITED AS "CITY OF PORT MOODY LAND USE CONTRACT BY-LAW NO. 3, 1974".

WHEREAS by By-law No. 1187 of the City of Port Moody, authority was granted for the City to enter into a Land Use Contract with Argon Developments Ltd.:

AND WHEREAS for legal reasons the equity of Argon Developments Ltd. in the subdivision development has been transfered to Stanal Developments Ltd.

AND WHEREAS under the provisions of Section 4 (g) of Schedule "A" attached to and forming part of By-law No. 1187, the Land Use Contract cannot be assigned to a third party without the consent of the City.

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 the "City of Port Moody Land Use Contract By-law No. 1187, Amendment By-law, 1976"

2. AMENDMENT

Amends Land Use Contract. Schedule "A" attached to By-law No. 1187 is amended by deleting the name "Argon Developments Ltd." wherever it appears and substituting the name "Stanal Developments Ltd.".

All other terms and conditions of the Land Use Contract shall remain the same in accordance with the first sentence of Section 4(g) of Schedule "A" attached to By-law No. 1187.

READ A FIRST time this 19th day of JANUARY, 1976.

READ A SECOND time this 19th day of JANUARY, 1976.

READ A THIRD time this 19th day of JANUARY, 1976.

RECONSIDERED AND FINALLY ADOPTED this 2nd day of FEBRUARY, 1976.

Mayor

Municipal Clerk

I hereby certify that the above is a true copy of By-law No. 1267 of the City of Port Moody.

Municipal Clerk