

City of Port Moody - Land Use Contract

701-784 Appleyard Court

Zoning: RS1

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SUBJECT PROPERTIES

CITY OF PORT MOODY

BYLAW NO. 2491

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

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

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

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

1. Title

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

2. Amendment

Bylaw No. 1390 is hereby amended as follows:

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

3. Authorization and Registration

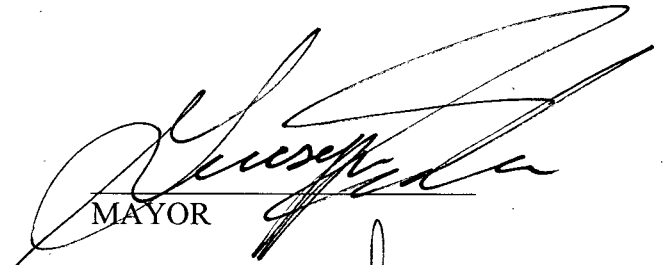
The Mayor and Clerk are authorized to execute all documents and do all things necessary for completion of the foregoing amendments to the Land Use Contract and for registration of the amendments to the Land Use Contract in the Lower Mainland Land Title Office.

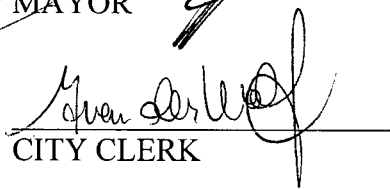
READ A FIRST TIME the 12th day of June, 2001.

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

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

ADOPTED this 18th day of December, 2001.


MAYOR


CITY CLERK

SCHEDULE "A"

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

BETWEEN:

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

(the "City")

AND:

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

(the "Owners")

WHEREAS those areas of land now defined as:

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

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

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

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

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

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

a) Front yard setback

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

b) Side Yard setbacks

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

c) Rear yard setbacks

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

d) Exterior side yard setback

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

e) Lot coverage

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

f) Building height

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

g) Accessory buildings

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

ii. Setbacks

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

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

Rear yard 1.5 m

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

Exterior Side yard – 3 m

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

CITY OF PORT MOODY

BY-LAW NO. 1390

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

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

Those two areas of land lying East of Maude Road and situated within District Lot 470, New Westminster District with gross areas of 3.3 acres more or less and 6.6 acres more or less as shown on plan accompanying "City of Port Moody Referendum By-law No. 1976" No. 1319 now more particularly known and described as Lot 109, D.L. 470, Group 1 Plan 53412, New Westminster District was designated as a Development Area within the meaning of Section 702 and 702A of the "Municipal Act" and pursuant to the provisions of the said Act;

AND WHEREAS by By-law No. 1325 of the City of Port Moody, dated the 24th day of January, 1977, the City was authorized to enter into a Land Use Contract with the Owner for the use and development of the said Development Area, pursuant to the provisions of the "Municipal Act".

AND WHEREAS notice of the Public Hearing to be held by the Council of the City of Port Moody, in the Council Chamber of the Public Safety Building, 2718 St. John's Street, Port Moody, B.C., on the 19th day of April, 1978, at the hour of 7:30 P.M., was published in the issues of the "Columbian" Newspaper, dated Wednesday, April 12, 1978 and Thursday, April 13, 1978.

AND WHEREAS the said Public Hearings were held at the time and place above mentioned;

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

1. TITLE

This By-law may be cited for all purposes as "City of Port Moody Land Use Contract No. 3, 1978, Authorization By-law, 1978, No. 1390.

2. APPROVAL OF CONTRACT

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

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

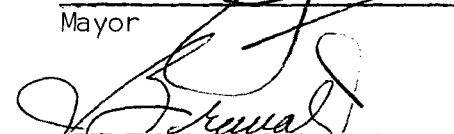
READ A SECOND TIME this 1st day of MAY, 1978.

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

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



Mayor



Municipal Clerk

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

Municipal Clerk

LAND USE CONTRACT NO. 3 1978

This Agreement made the 8 day of

MAY, 1978.

BETWEEN: THE CITY OF PORT MOODY, a Municipal Corporation
under the "Municipal Act" having its Municipal
offices at 2425 St. John's Street, in the City
of Port Moody, in the Province of British Columbia

(hereinafter called the "City")

OF THE FIRST PART

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

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

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

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

1. DEFINITIONS

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

2. OWNERSHIP AND CONSENT

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

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

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

The Owner has obtained the consent of all persons having a registered interest in the lands to the use and development set forth herein.

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

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

4. PROPOSED SUBDIVISION

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

5. OWNERS COVENANTS

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

6. DEVELOPMENT OF LANDS

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

The lands shall be developed and used only as follows:

- i) 51 lots for single family residential use with such ancillary buildings and off-street parking as permitted under the provisions of City Zoning By-law 1974, No. 1204 and an area of public park identified as Lot No. 354 on Plan No. S01 attached hereto. The 51 Lots shall be substantially in dimension and area as shown on Plan 501.

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

7. INSPECTIONS

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

8. SECURITY FOR DUE PERFORMANCE

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

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

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

II. INDEMNITY

The Owner shall save harmless and effectively indemnify the City against:

- i) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
- ii) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the City, by duty or custom, is obliged, directly or indirectly in any way or to any degree to construct, repair or maintain.
- iii) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation Assessment, Unemployment Insurance, Federal or Provincial tax, check off and for encroachments owing to mistakes in survey.

12. ADDITIONAL FEES

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

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

13. CONTRACT TO RUN WITH THE LAND

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

14. ASSIGNMENT OF CONTRACT

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

15. COVENANTS OF THE CITY

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

16. NEW HOUSE WARRANTY

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

17. AMENDMENTS

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

18. TRANSMISSION

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

19. WARRANTIES

It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner other than those contained in this Contract.

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

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

Mayor

Municipal Clerk

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

[Handwritten signature]

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 8 day of MAY, 19 78,
at VANCOUVER in the Province of British Columbia,
NORMAN E. CRESSY (whose identity has been proved by the
evidence on oath of CRESSY DEV CORP, who is) personally known
to me, appeared before me and acknowledged to me that he is the PRESIDENT
of CRESSY DEV CORP, and that he is
the person who subscribed his name to the annexed instrument as PRESIDENT
of the said CRESSY DEV CORP and affixed the
seal of the CRESSY DEV CORP to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at VANCOUVER,
in the Province of British Columbia, this 8 day of MAY one thousand nine hundred
and SEVENTY-EIGHT

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

(in his 1241224 seal)
QUON H. YONG

Notary Public in and for the
Province of British Columbia

130 E. PENDER ST., VAN. 4, B. C. CANADA BRITISH COLUMBIA
Form 143 - 1968
(Rev. 7-68)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19 78,
at _____ the City of Port Moody in the Province of British Columbia,
(whose identity has been proved by the
evidence on oath of John Ingolf BROVOLD, who is) personally known
to me, appeared before me and acknowledged to me that he is the Municipal Clerk
of the City of Port Moody, and that he is
the person who subscribed his name to the annexed instrument as Municipal Clerk
of the said City and affixed the
seal of the said City to the said
Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Port Moody,
in the Province of British Columbia, this 16 day of May one thousand nine hundred
and Seventy-eight.

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

CITY OF PORT MOODY

BY-LAW NO. 1347

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

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

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

was designated as a Development Area within the meaning of Section 702 and 702A of the "Municipal Act" and pursuant to the provisions of the said Act;

AND WHEREAS by By-law No. 1325 of the City of Port Moody, dated the 24th day of January, 1977, the City was authorized to enter into a Land Use Contract with the Owner for the use and development of the said Development Area, pursuant to the provisions of the "Municipal Act";

AND WHEREAS notice of the Public Hearing to be held by the Council of the City of Port Moody, in the Town Centre Cultural Centre, 300 loco Road, Port Moody, B.C., on the 25th day of May, 1977, at the hour of 7:30 P.M., was published in the issues of the "Columbian" Newspaper, dated Tuesday, May 17, 1977 and Wednesday, May 18, 1977.

AND WHEREAS the said Public Hearings were held at the time and place above mentioned;

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

1. TITLE

This By-law may be cited for all purposes as "City of Port Moody Land Use Contract No. 5, Authorization By-law, 1977, No. 1347".

2. APPROVAL OF CONTRACT

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

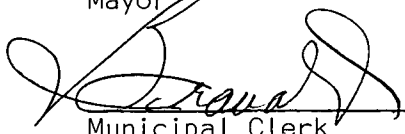
READ A FIRST TIME this 30th day of MAY, 1977

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

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

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


Mayor


Municipal Clerk

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

Municipal Clerk

LAND USE CONTRACT NO. 5, 1977 20th day of SEPTEMBER, 1977

BETWEEN: THE CORPORATION OF THE CITY OF PORT MOODY, a Municipal Corporation having its, Municipal Offices at 2425 St. John Street in the City of Port Moody, in the Province of British Columbia.

SEP 29 15 30 '77
BY CLERK
1101905

(hereinafter called the "City")

OF THE FIRST PART

AND THE H.A. ROBERTS GROUP LTD., a corporate body carrying on business at 1198 West Pender Street in the City of Vancouver, in the Province of British Columbia.

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS upon the application of an owner of land within a development area, the Council of a Municipality, pursuant to Section 702A of the Municipal Act, may be by by-law notwithstanding any by-law of the Municipality, Sections 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of land shall be in accordance with the Land Use Contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Sections 702 (2) and 702 (1) in arriving at the terms, conditions and considerations contained in a Land Use Contract;

AND WHEREAS the Owner has presented to the Municipality a proposal of use of the within described lands and premises that would be in contravention of a by-law of the Municipality or Sections 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions, and for the consideration hereinafter set forth;

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

Lot One Hundred & Nine (109) of District Lot
Four Hundred & Seventy (470), Group One (1)
Plan 53412 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. 1325 of the said City dated the 24th day of January, 1977 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 herein-after contained and pursuant to the provisions of the Municipal Act;

SUBSTITUTE FOR FORM C

...../2

Witness My Hand and Seal this _____ day of _____ 1977

Witness My Hand and Seal this _____ day of _____ at C.T.

By _____ Applicant
as Solicitor/Agent

Telephone No. _____ (Address) _____

AND WHEREAS notice of a Public Hearing to be held by the Council of the City of Port Moody in the Display Room of the Town Centre Cultural Building, 300 Ioco Road, Port Moody, B.C. on Wednesday, May 25th, 1977 at the hour of 7:30 P.M. was published in the issues of the Columbian Newspaper, dated Tuesday, May 17, 1977 and Wednesday 18, 1977.

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

NOW THEREFORE, this Agreement witnesseth that in consideration of the premises and conditions on covenants hereinafter set forth, the City and the Owner covenants and agree as follows:

- 1 The Owner is the registered owner of an estate in fee simple of all, and singular those certain parcels of land and premises situate, lying and being in the City of Port Moody, in the Province of British Columbia, more particularly known and described as:

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

- 2 The Developer has obtained the consent of all persons having a registered interest in the lands to the use and development set forth herein.

3. The following terms and conditions shall apply to the lands.

(a) Registration of Title

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

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

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

All buildings and structures on the lands shall conform to the provisions of the National Building Code and to all pertinent Fire Prevention Laws and Regulations, and reasonable access for fire fighting purposes shall be provided to all buildings.

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

(d) Off Street Parking

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

(e) Aesthetic Quality of Building and Structures

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

(f) Development and Landscaping of Site

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

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

(g) Maintenance of Buildings & Structures

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

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

(h) Inspections

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

(i) Municipal Services, Works and Utilities

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

(j) Development of Recreation Facilities and Playground Areas

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

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

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

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

(l) Signs

Signs shall only be permitted in accordance with Section 402 (2) (d) of the City of Port Moody Zoning By-law, 1974, No. 1204 or any generally applicable By-law in substitution therefore.

(m) Construction Vehicles Traffic Control

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

(n) Amendments

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


4. Covenants of the Owner and Security for Due Performance

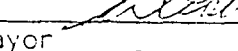
- (a) The Owner covenants and agrees with the City, that construction of buildings or structures on the said lands shall be in conformity with the terms and conditions of this Land Use Contract and that construction shall commence within the period of one year from the date of its execution, and shall complete all such works undertaken within a period of 24 months from commencement of construction.
- (b) And as security for the due and proper performance of this Contract, and the covenants and agreements herein contained, the owner shall, prior to any construction of buildings or structures, deposit with the City a cash deposit or irrevocable letter of credit drawn by a Canadian Chartered Bank or such other financial security that is mutually acceptable to the City and the Owner in the total amount of ten per centum of all building costs.
- (c) The period of deposit or expiry date of Letters of Credit or other financial security shall be for a minimum period of 30 months from the issuance of a building permit or upon receipt of a completion certificate.
- (d) The Owner further covenants and agrees that he shall not during any construction on the said lands, nor after completion remove any existing trees other than which removal is necessary for the satisfactory siting of buildings or other works.
- (e) This contract shall inure to the benefit of, and be binding upon the owner, his successors or assignees, and upon the City, its successors or assignees. This contract shall not be assigned to any third party, prior to its completion, without prior written consent of the City. Such approval shall not unreasonably be withheld.
- (f) The Owner further covenants and agrees with the City that all buildings to be constructed on the said lands shall be registered under the "New Home Warranty Programme of British Columbia" prior to commencement of construction.
- (g) The Owner further covenants and agrees with the City that it will reimburse the City for all fees and costs incurred by the City in drawing up and executing this contract.

4. (h) The Owner covenants to save harmless and effectually indemnify the City against:
- (I) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of any construction of said works.
 - (II) All expenses and cost which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the City by duty or custom is obliged, directly in any or to any degree, to construct, repair or maintain.
 - (III) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Worker's Compensation Assessments, Unemployment Insurance, Federal or Provincial Tax, check off and for encroachments owing to mistakes in survey.
5. This Contract shall have the force and effect of a restrictive covenant running with the land and shall be registered in the New Westminster District Land Registry office by the City.
6. Covenants of the City
- (a) The City hereby covenants and agrees with the owner to permit the owner to perform any said works pursuant to the terms and conditions herein contained.
 - (b) The City, upon the request of the owner, shall confirm in writing to the owner or to any intended mortgage of the interests of the owner in the lands, whether or not the owner is, to the City's knowledge, in default of the provisions hereto, and if in default details of such default.
7. In the interpretation of this Land Use Contract, all definitions or words and phrases contained in the "City of Port Moody Zoning By-law, 1974, No. 1204 shall apply to this Land Use Contract.
8. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this Contract.
9. WE, the H.A. Roberts Group Ltd., the Owner of the lands described above, do hereby agree and consent to all of the terms and conditions herein expressed and set forth.

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

W. J. Beaton President
Owner Title)
J. G. Smith
Owner Title)


 Mayor


 Municipal Clerk

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

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

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

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

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

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 22nd day of SEPTEMBER, 19 77,
 at the City of Port Moody in the Province of British Columbia,
John Ingolf BROVOLD (~~whose identity has been proved by the Affiant~~)
 evidence on oath of John Ingolf BROVOLD, who is) personally known
 to me, appeared before me and acknowledged to me that he is the Municipal Clerk
 of the City of Port Moody, and that he is
 the person who subscribed his name to the annexed instrument as Municipal Clerk
 of the said City of Port Moody and affixed the
 seal of the said City to the said
 Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
 Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British
 Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Port Moody
 in the Province of British Columbia, this 22nd day of SEPTEMBER one thousand nine hundred
 and Seventy-seven.

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