

City of Port Moody - Land Use Contract

2916 Murray Street
Zoning: M1

0m 50 100

 **SUBJECT PROPERTIES**

CITY OF PORT MOODY

BY-LAW NO. 1231

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

WHEREAS by By-law No. 1225 of the City of Port Moody dated the 7th day of April 1975, the area of lands described as:

Lot 27, Block 2, District Lot 201, Group 1, Plan 72,
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. 1225 of the City of Port Moody dated the 7th day of April 1975, 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 Board Room of the City Library on Monday, April 28, 1975, at the hour of 7:30 P.M. was published in the issues of the Columbian Newspaper dated Monday, April 21, 1975 and Tuesday, April 22, 1975;

AND WHEREAS the said Public Hearing was duly held at the time and place 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. 1, 1975".

2. APPROVAL OF CONTRACT

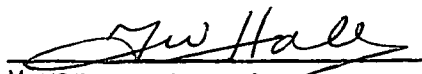
The Land Use Contract attached hereto and marked Schedule "A" is hereby adopted by the Council of the City of Port Moody.

READ A FIRST time this 5th day of May, 1975.

READ A SECOND time this 5th day of May, 1975.

READ A THIRD time this 5th day of May, 1975.

RECONSIDERED AND FINALLY ADOPTED this 26th day of May, 1975.


Mayor


Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1231 of the City of Port Moody.

Municipal Clerk

L.R.O. FILINGS: L-41973 - LAND USE CONTRACT.
L-41605E - DEED OF LAND.

LAND USE CONTRACT 1st day of May, 1975.

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: FOX LEASING CORPORATION, a Corporate Body
carrying on business at 7072 Rumble Street in
the Municipality of Burnaby in the Province
of British Columbia

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS by By-law No. 1225 of the said City, dated the 7th day of
April, 1975, the area of land described as:

Lot 27, Block 2, District Lot 201, Group 1,
Plan 72, 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. 1225 of the said City dated the 7th day of
April, 1975, the City was authorized to enter into this Land Use Contract
with the Owner for the use and development of the said Development Area, in
accordance with the terms and conditions hereinafter contained and pursuant
to the Provisions of the "Municipal Act".

AND WHEREAS notice of a Public Hearing to be held by the Council of the
City of Port Moody in the Board Room of the City Public Library, Port Moody,
B. C., on Monday, April 28, 1975, at the hour of 7:30 p.m., was published in
the issues of the "Columbian" Newspaper dated Tuesday, April 22, 1975, and
Wednesday, April 23, 1975.

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

NOW THEREFORE THIS LAND USE CONTRACT WITNESSETH:

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

Lot 27, Block 2, District Lot 201, Group 1,
Plan 72, New Westminster District.

2. This Land Use Contract shall have the effect of waiving or varying the
following provisions, requirements, terms and conditions of the City
of Port Moody Zoning By-law 1968, No. 968 - as amended - to the extent
necessary to give effect to the terms and conditions set forth herein.

Section 803 (1) (b) (ii) - Siting.

Notwithstanding the details of any and all plans forming part of this Land Use 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 and plans, marked as Schedule "A" are attached to form part of this Land Use Contract:

Drawing No. 1 - North Elevation
East Elevation
South Elevation
West Elevation
Plot and Floor Plan
Planting Schedule
Culvert Section

Drawing No. 2 - Foundation Plan
Construction Details.

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:

One principal building as shown on Drawing No. 1 for Industrial use, with accessory off-street parking use as normally permitted in the Service Industrial zone (M-1) of the City of Port Moody.

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

All buildings and structures to be constructed on the said land shall conform to Drawing No. 1 with respect to the size, shape and siting of buildings and structures.

(c) Municipal Services, Works and Utilities

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

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

(d) Amendments

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

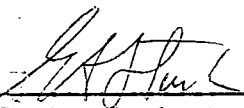
5. Covenants of the Owner and Security for Due Performance


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

5. (b) The Owner further covenants and agrees that he shall not remove or deliberately injure any trees without prior written consent of the City, other than trees required for removal for construction purposes.
- (c) AND the Owner further covenants and agrees with the City that it will reimburse the City for all legal fees and costs incurred by the City in drawing up and executing this Contract.
- (d) This Contract shall inure to the benefits of and be binding upon the Owner, his successors and assignees, and upon the City, its successors and assignees. This Contract shall not be assigned to any third party, prior to its completion, without prior written consent of the City.
- (e) The Developer covenants to save harmless and effectually indemnify the Municipality against:
- (i) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - (iii) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.
- (f) This Contract shall have the force and effect of a restrictive Covenant running with the land and shall be registered in the Land Registry Office by the City of Port Moody.
6. Covenants of the City
- The Municipality hereby covenants and agrees with the Owner to permit the Owner to perform all the said work upon the terms and conditions herein contained.
7. 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.
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, Fox Leasing Corporation, the Owner of the lands described above, do hereby agree and consent to all of the terms and conditions herein expressed and set forth.

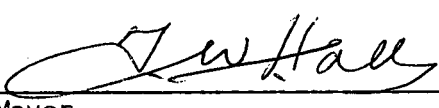
IN WITNESS HEREOF this Land Use Contract has been executed under signature of Thomas W. Hall, Mayor, and John I. Brovold, Municipal Clerk, and under seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 27th day of May, 1975.

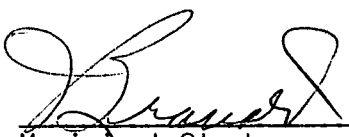
The Corporate Seal of the Corporation
of Fox Leasing Corporation, was hereunto
affixed in the presence of:-


Title E. A. Stark, President


Title M. Stark, Secretary

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


Mayor

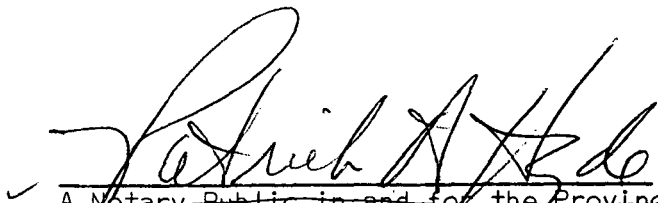

Municipal Clerk

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the **28th** day of **May**, 1975,
at **Port Moody**, in the Province of British
Columbia, **John Ingolf Brovold of 8449 - 14th Avenue, Burnaby, B.C.**

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 **City of Port Moody**
and affixed the seal of the said **City of Port Moody**
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
City of Port Moody in the
Province of British Columbia, this
28th day of May, 1975.


A Notary Public in and for the Province
of British Columbia. *PAH*

A Commissioner for taking Affidavits in
and for the Province of British Columbia.