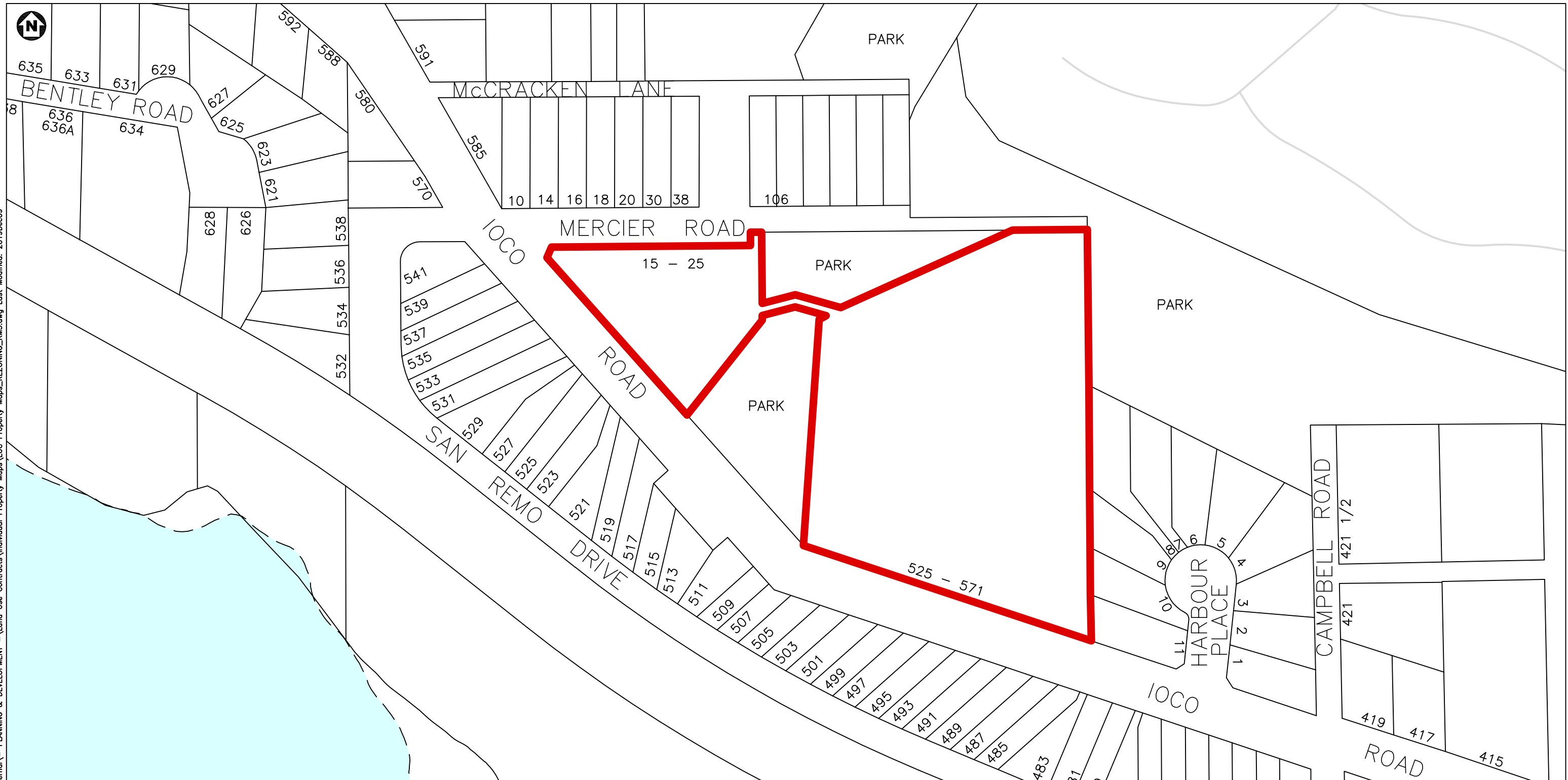


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City of Port Moody - Land Use Contract

15-25 Mercier Road

525-571 Ioco Road

Underlying Zone: RS1

Proposed New Zone: RM3



0m 30 60
 **SUBJECT PROPERTIES**

LAND USE CONTRACT 4th day of June, 1974.
JUL 10 1974

K 82856

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:

DAON DEVELOPMENT CORPORATION

DAON DEVELOPMENTS LTD., a corporate body
carrying on business at 1050 West Pender
Street in the City of Vancouver, in the
Province of British Columbia

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS by By-law No. 1153 of the said City, dated the 1st day of October,
1973, the area of lands described as:

Parcel One (1) (Explanatory Plan 41074) of Parcel "E" of District
Lot 349, Group 1, New Westminster District (5.58 acres).

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. 1153 of the said City dated the 1st day of October,
1973, the City was authorized to enter into this Land Use Contract with the
Owner for the use and development of the said Development Area, in accordance
with the terms and conditions hereinafter contained and pursuant to the
provisions of the Municipal Act.

AND WHEREAS notice of a Public Hearing to be held by the Council of the
City of Port Moody in the Council Chamber of the Public Safety Building,
Port Moody, B. C., on Tuesday, December 4, 1973, at the hour of 7:30 p.m.,
was published in the issues of the "Columbian" newspaper dated Monday,
November 26, 1973, and Tuesday, November 27, 1973.

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

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

Parcel One (1) (Explanatory Plan 41074) of Parcel "E" of District
Lot 349, Group 1, New Westminster District (5.58 acres).

2. The following maps, plans and schedules, marked as Schedule "A", 0005.00, 1
attached to form part of this Contract:

MEMORANDUM OF REGISTRATION
Registered the 16 day of 7, 1974
on application received at the time written
or stamped on the application.

New Westminster
L.R.O. (B.C.G.)
Amount Paid (\$)

.....2/

10 JUL 74

K82856

Land Use Contract

Page 2 ...

2. (a)	<u>Plan No.</u>	<u>Description</u>
	73036-1	Site Location Plan
	73036-2	Key Plan (Engineering Services)
	73036-3	Road Works - Mercier Road
	73036-4	On Site Services - Roadworks
	73036-5	On Site Services - Sanitary and Storm Sewers
	73036-6	On Site Services - Sanitary and Storm Sewer Profiles
	73036-7	On Site Services - Water Works
	G - 1	Site Plan
	A - 1	Floor Plans - Unit "A"
	A - 2	Floor Plans - Unit "B"
	A - 3	Floor Plans - Unit "C"
	A - 4	Elevations - Units "A" and "C"
	A - 5	Elevations - Unit "B"
	A - 6	Sectional Elevation - Units "A" and "B"
	A - 7	Sectional Elevation - Unit "C"
	A - 8	Elevations - Block 1
	A - 9	Elevations - Block 2
	A - 10	Elevations - Block 3
	L - 1	Landscape Plan - Tree Planting
	L - 2	Landscape Plan - Shrub Planting
	R - 1	Playground - Site Plan and N. E. Elevation
	R - 2	Alterations to Existing Water Tank for Play Area

(b) Schedule

A - 1 Exterior Finishes

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

(a) Registration of Title

All buildings, structures 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 Land, Buildings and Structures

The following uses and no others shall be permitted:

Six principal buildings, as shown on Drawing No. G - 1, for residential use, with accessory off-street parking use as normally permitted in the low density apartment residential zone (RM-1) of the City of Port Moody.

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

All buildings and structures to be constructed on the said land shall conform to:

Drawing No. G-1, A-1, A-2, A-3, A-4, A-5, A-6,
A-7, A-8, A-9, A-10, R-1, R-2,

with respect to the size, shape and siting of buildings and structures.

.....3/

82856

Land Use Contract

Page 3 ...

3. (d) Off-Street Parking

Shall be located in conformity with site plans, Drawing No. G-1.

30 uncovered parking spaces
30 covered parking spaces

and shall be constructed in accordance with the provisions of the City of Port Moody Zoning By-law, 1968, No. 968, with respect to their size, shape and finish.

One covered parking space shall be assigned in the Strata Title registration to each of the Strata Lots created.

(e) Aesthetic Quality of Buildings and Structures

Exterior finishes shall be as shown and described on Drawing Nos. A-4, A-5 and R-2, and as detailed in Schedule A-1.

(f) Development and Landscaping of Site

Landscaping and grading details shall be constructed in conformity with Drawing Nos. L-1 and L-2, and shall be carried out and completed in accordance with the standard and requirements of the City Engineer and maintained in perpetuity in a manner satisfactory to the City Engineer.

Should the owner fail to keep and maintain the said landscaping to the satisfaction of the City Engineer, 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.

(g) Development and Landscaping of Playground Area

Construction of Recreation Complex shall be constructed in conformity with Drawing Nos. R-1 and R-2.

(h) Inspections

The City Engineer, or his authorized agent, are hereby authorized to enter the lands and premises for the purposes of the administration and enforcement of this Land Use Contract.

(i) 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 residents in a manner satisfactory to the City Engineer.

Should the owner fail to maintain the said buildings and structures to the satisfaction of the City Engineer, 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.

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Land Use Contract

Page 4 ...

3. (j) Municipal Services, Works and Utilities

All utilities, including Water, Sanitary Sewer, Storm Sewer, and Domestic Gas, shall be placed underground and provided in accordance, at locations shown on Drawing Nos. 73036-3, 73036-4, 73036-5, 73036-6 and 73036-7, constructed in accordance with the requirements contained in By-laws provided for such installation.

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.

(k) 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.

(l) Dedication of Park

The Owner shall convey a land area equal to 20% of the total land area, as shown on Drawing No. G-1, to the City for use as Public Park Land. At the expense of the Owner, a plan identifying the boundaries of this Public Park, shall be prepared by a B. C. Land Surveyor and shall be registered in the name of the City at the New Westminster Land Registry Office, prior to execution of this Contract.

(m) Amendments

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

4. Covenants of the Owner and Security for Due Performance

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

.....5/

82856

Land Use Contract

Page 5 ...

4. Covenants of the Owner and Security for Due Performance (Cont'd.)

- (d) The Owner further covenants and agrees that he shall not, during construction nor after completion, remove or deliberately injure any trees that are shown as existing or placed on Drawing No. L-2, nor shall be altered any finished gradients, as shown on Drawing No. G-1, without prior written consent of the City.
- (e) 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.
- (f) This Contract shall inure to the benefit of and be binding upon the Owner, his successors and assignees, including the Owners, their successors and assignees of the Strata Corporation, upon its formation, and their 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.
- (g) The Developer covenants to save harmless and effectually indemnify the Municipality against:
 - (i) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - (iii) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workmen's Compensation assessments, Unemployment Insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.
- (h) 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.

.....6/

82856

Land Use Contract

Page 6 ...

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.

W
Daon Development Corporation

- W*
8. WE, ~~Daon Development 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. *X*

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 4th day of June, 1974.

W
(The Corporate Seal of Corporation of ~~Daon Development Corporation~~, was hereunto affixed in the presence of: *X*

(The signatures of _____

were hereunto affixed:

W
W
Florence A. Robertson
ASSISTANT SECRETARY

W
N. E. CRESSEY
VICE-PRESIDENT

Owner

Owner

W
M. H. LEVINE
President Finance & Secretary

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

W
Mayor

W
Municipal Clerk

82856

SUBSTITUTE FOR FORM "C"
City of Port Moody - Land Use Contract
Date 28 June 1974 Nature of Interest Municipal Act Sec. 702-A
Declared Value \$ 50.00 Disposition of C.T. N/A
Purchaser N/A Agent McElhannay Associates
Telephone No. 526-0301 (Address) 7832 120th Street
Surrey, B.C. File 002225

SCHEDULE A-1

K 82856

SENTINEL HILL

OUTLINE OF EXTERIOR FINISHES
TO 30 TOWNHOUSE UNITS

- WALLS - Combination of California stucco and
 pebble-stucco
 COLOUR - White
- WOOD TRIM - Stained cedar
 Balconies - stained cedar
- ROOFING - Asphalt shingles
 Combination of two colours -
 Dark Brown/Black

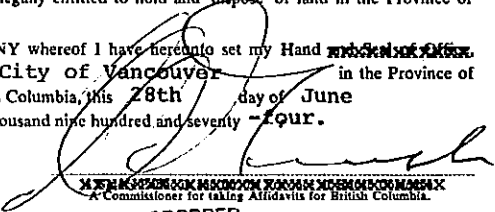
82856

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 28th day of June, 19 74,
 at City of Vancouver, in the Province of British Columbia,
 Florence A. Robertson, ~~XXXXXX~~
~~XXXXXX~~, who is personally known to me,
 appeared before me and acknowledged to me that he is the Assistant Secretary of
 Daon Development Corporation, and that he is the person
 who subscribed his name to the annexed instrument as Assistant Secretary of the said
 Daon Development Corporation and affixed the seal of the
 said Daon Development Corporation

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 Vancouver, in the Province of
 British Columbia, this 28th day of June
 one thousand nine hundred and seventy-four.


 A Commissioner for taking Affidavits for British Columbia.
 MITCHELL H. GROPPER

82856

CITY OF PORT MOODYBY-LAW NO. 1153

A BY-LAW TO AMEND THE CITY OF PORT MOODY ZONING BY-LAW 1968, NO. 968
BY THE DESIGNATION OF A DEVELOPMENT AREA.

WHEREAS it is desirable and expedient to amend By-law No. 968, cited
as the "Zoning By-law, 1968", of the City of Port Moody in the manner
and form hereinafter expressed,

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

1. TITLE

This By-law may be cited and known for all purposes as "Development
Area By-law No. 5, 1973".

2. AMENDMENT

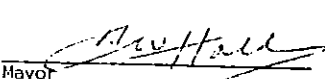
The area of land situated in the City of Port Moody, being more
particularly described as Parcel 1 (Explanatory Plan 41074) of
Parcel "E" of District Lot 349, Group 1, New Westminster District,
containing 5.58 acres, as shown on the map attached to this By-law,
is hereby designated as a Development Area, pursuant to Sections
702 and 702A of the "Municipal Act".

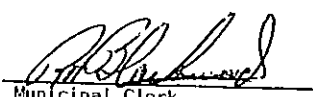
READ A FIRST time this 17th day of September, 1973.

READ A SECOND time this 17th day of September, 1973.

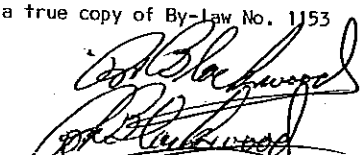
READ A THIRD time this 17th day of September, 1973.

RECONSIDERED AND ADOPTED this 1st day of October, 1973.


Mayor


Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-Law No. 1153
of the City of Port Moody.


Municipal Clerk

82856

CITY OF PORT MOODY

BY-LAW NO. 1174

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

WHEREAS by By-law No. 1153 of the City of Port Moody, dated the 1st day of October, 1973, the area of lands described as:

Parcel One(1) (Explanatory Plan 41074) of Parcel "E"
of District Lot 349, Group 1, New Westminster District
(5.58 Acres)

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. 1153 of the City of Port Moody dated the 1st day of October, 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 Tuesday, December 4th, 1973, at the hour of 7:30 P.M., was published in the issues of the Columbian Newspaper dated Monday, November 26, 1973, and Tues., November 27, 1973;

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. 1, 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 28th day of January, 1974.

READ A SECOND time this 28th day of January, 1974.

READ A THIRD time this 28th day of January, 1974.

RECONSIDERED AND FINALLY ADOPTED this 4th day of February, 1974.

W. Hall
Mayor

G. P. Richards
Municipal Clerk

I HEREBY CERTIFY that the above is a true copy of By-law No. 1174 of the City of Port Moody.

G. P. Richards
Municipal Clerk