

## City of Port Moody - Land Use Contract

**463-531, 533, 535, 537, 539 & 541 San Remo Drive**

Underlying Zone: RS1

Proposed New Zone: CD

0m 50 100

**SUBJECT PROPERTIES**

**CITY OF PORT MOODY  
BYLAW NO. 2708**

**A Bylaw to Amend Land Use Contract No. 2, Authorization Bylaw 1976, No. 1300 and Land Use Contract No. 2, Amendment Bylaw No. 1, 1989, No. 1984**

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 as Schedule "A" to "City of Port Moody Land Use Contract No. 2, Authorization Bylaw No. 1976, No. 1300" (the "Land Use Contract") should be amended;

AND WHEREAS Council and the owners of the parcels described in this bylaw have agreed that the land use contract forming Schedule "2" to "City of Port Moody Land Use Contract No. 2, Amendment No. 1, 1989, No. 1984" (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, Authorization Bylaw No. 1300, Amendment Bylaw No. 3, 2006, No. 2708."

2. Amendment

The Land Use Contract amendments provided for in Schedule "A" attached to and forming part of the Bylaw are applicable to all those parcels described as land 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 amendment to the Land Use Contract and for registration of the amendments to the Land Use Contract in the New Westminster Land Title Office.

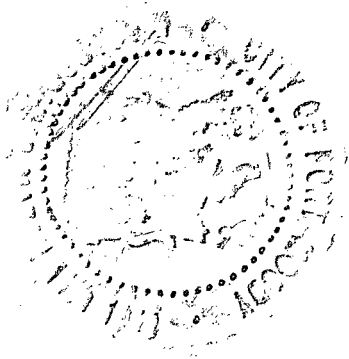
READ A FIRST TIME THE 13<sup>th</sup> DAY OF JUNE, 2006.

READ A SECOND TIME THE 13<sup>th</sup> DAY OF JUNE, 2006.

PUBLIC HEARING HELD THE 28<sup>th</sup> DAY OF NOVEMBER, 2006.

READ A THIRD TIME THE 28<sup>th</sup> DAY OF NOVEMBER, 2006

RECONSIDERED AND FINALLY ADOPTED THIS 28<sup>th</sup> DAY OF NOVEMBER, 2006



Giuseppe Lunardi  
MAYOR

Kelly Kenney  
CITY CLERK

## **SCHEDULE A**

This agreement made the 28<sup>th</sup> day of November, 2006.

**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:

PID 005-011-841 LOT 199, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-833 LOT 203, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-809 LOT 204, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-787 LOT 205, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-779 LOT 206, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-752 LOT 207, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-868 LOT 209, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-892 LOT 210, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-011-922 LOT 212, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 001-612-026 LOT 213, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-008-964 LOT 214, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 002-275-091 LOT 216, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-049 LOT 218, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 003-220-478 LOT 219, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-081 LOT 221, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-090 LOT 222, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-111 LOT 225, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 000-811-246 LOT 226, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 003-513-840 LOT 229, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-120 LOT 231, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-138 LOT 232, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 003-156-087 LOT 233, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-171 LOT 234, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-197 LOT 235, GROUP 1, DISTRICT LOT 349, NEW WEST DISTRICT, PLAN 51996

PID 005-009-219 LOT 236, GROUP 1, DISTRICT LOT 349, NEW WEST  
DISTRICT, PLAN 51996

approved September 20, 1976 attached to and forming part of the City of Port Moody Land Use Contract No. 2 Authorization Bylaw, No. 1976, No. 1300, and amendment approved November 14, 1989 forming part of City of Port Moody Land Use Contract No. 2, Amendment Bylaw No. 1, 1989, No. 1984.

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 and amendments are amended as follows:

Delete Schedule "A" Sections 1 through 9 inclusive, of City of Port Moody Land Use Contract No. 2 Authorization Bylaw 1976, No. 1300

and

Delete Schedule 2 Sections 1 through 20 inclusive of City of Port Moody, Land Use Contract No. 2, Amendment Bylaw No. 1, 1989, No. 1984

and

Replace with Schedule "A" attached to and forming part of this Bylaw and is 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.

1. The following plans and elevations prepared by R.E. Hubert an included as Schedule "B" are attached to and form part of this Bylaw:

(a) Drawing No. Description

P-1	Site Plan
D-1	Lower and Main Floor Plan — Unit "A"
D-2	Upper Floor Plan — Unit "A"
D-3	Section Plans — Unit "A"
D-4	Elevations — Unit "A" (Front and Side)
D-5	Elevations — Unit "A" (Rear and Side)
D-6	Lower, Main and Upper Floor Plans — Unit "B"
D-7	Lower, Main and Upper Floor Plans — Unit "C"
D-8	Section Plans — Unit "B"
D-9	Elevations, Unit "B" (Front and Side)
D-10	Elevations — Unit "B" (Rear and Side)
L-1	Landscape Plan

L-2	Landscape Plan
L-3	Landscape Plan
L-4	Landscape Plan

2. The following terms and conditions shall apply:

(a) PERMITTED USES OF LAND BUILDINGS AND STRUCTURES

The following uses and no others shall be permitted:  
Forty principal buildings as shown on Drawing Number P-1 for single family residential use with accessory off-street parking use.

(b) SIZE, SHAPE AND SITING OF BUILDINGS AND STRUCTURES

All buildings and structures on the said lands shall be constructed in accordance with respect to the size, shape and siting of buildings and structures unless otherwise permitted by this bylaw.

(c) AMENDMENTS

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

(d) OFF-STREET PARKING

Off -street parking shall be in conformity with Schedule "B" with

40 Covered Parking Spaces  
40 Uncovered Parking Spaces

and shall be constructed in accordance with the provisions of the City of Port Moody Zoning Bylaw, 1988, No. 1890, with respect to their size, shape and finish.

3. INTERPRETATION:

- (a) Terms stated in this Bylaw shall be interpreted as defined in the City of Port Moody Zoning Bylaw 1890, Bylaw No. 1988.
- (b) "Visible from San Remo Drive" means visible from any height between one metre and two metres from any point along the boundary between the San Remo Drive right-of-way and any parcel which is subject to this Land Use Contract.

4. PRINCIPAL BUILDING SEPARATION

No principal building shall be joined to any other principal building by any building, structure or other connection.

5. BUILDING ADDITIONS

- (a) No building additions are permitted in the required Front Yard of a parcel. Additions into a required side yard of a parcel may be permitted under the following criteria:
  - i. the proposed addition does not exceed one storey in height;
  - ii. the required side yard setbacks are maintained;
  - iii. windows facing the required side yard are not permitted;
  - iv. the proposed addition does not protrude beyond the outermost wall of any portion of the building facing the sideyard.
- (c) Additions, including sunrooms and solariums, may be permitted within a required rear yard of a parcel under the following criteria:
  - i. the addition shall not be visible from San Remo Drive
  - ii. the addition shall not exceed two storeys in height
  - iii. additions must conform to the existing principal building for materials, roof pitches, and roof materials
  - iv. sunrooms and solariums must be attached to the principal building.

#### 6. INFILL WITHIN EXISTING FOOTPRINT

Minor enclosures facing San Remo Drive are permitted, provided that the enclosures are contained within the existing footprint of the building.

#### 7. WINDOWS

Additional windows may be installed on the first storey of a principal building, in conformity with building code and fire safety regulations.

#### 8. BALCONIES

- (a) Balcony doors may be altered.
- (b) Balcony overhangs may be increased in dimension for additional weather protection but must follow the slope of the existing roof. Glass may be installed under overhangs for weather protection.
- (c) Balcony railings and enclosures may be changed from the original wood lattice design to include designs constructed with glass panels or metal railings.

#### 9. GARAGES

- (a) An existing garage may be enclosed to create indoor living space, provided that two on-site parking spaces are maintained on the parcel, existing driveway dimensions are maintained, and no additional hard surfaces are installed to provide required parking.
- (b) Garage doors may be altered.

#### 10. BUILDING AND ROOF ELEMENTS

- (a) Minor changes to building and roof elements along San Remo Drive are permitted, provided the changes are consistent with the basic form and massing of the existing building.



- (b) Roof tops may be used for greenhouses, decks, and patios or similar uses.
- (c) New sloped roofs are permitted on buildings provided that
  - i. the roofs do not result in additional indoor living space on a parcel
  - ii. the peak of the roof does not extend above the roof parapet wall as shown on Schedule "B".

11. AWNINGS AND CANOPIES

Awnings or canopies are permitted over doorways.

12. EXTERIOR BUILDING MATERIALS

Stucco shall remain the preferred material for exterior cladding on buildings, but alternate exterior cladding materials may be used.

13. RAISED SUNDECKS IN REAR YARDS

Raised sundecks may be installed in rear yards at or above grade adjacent to the ground floor level of the principal building.

14. FENCING

- (a) No fencing shall be constructed in the front yard or forward of the front face of a building on a parcel.
- (b) Fencing adjoining Ioco Road shall not exceed 6 feet in height.

15. LANDSCAPING

- (a) Vegetation shall continue to be the major component of the landscaping.
- (b) No additional hard surfacing shall be installed in yards which are visible from San Remo Drive.

16. SWIMMING POOLS AND HOT TUBS

One swimming pool and one hot tub may be constructed or placed on a parcel, within the required side or rear yards only. All pools and hot tubs shall not affect the stability of any land.


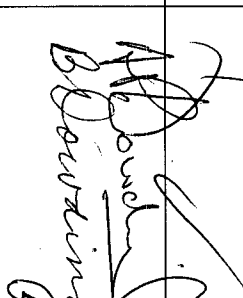
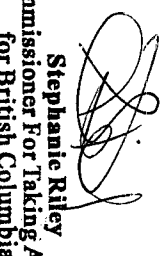
17. ACCESSORY BUILDINGS

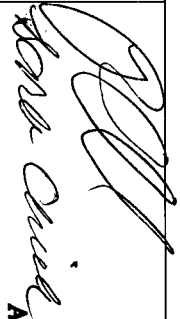



One accessory structure is permitted on a property provided that:

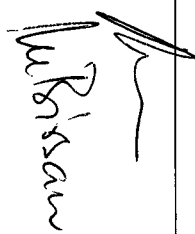
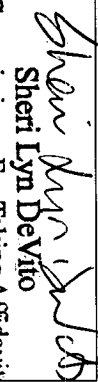

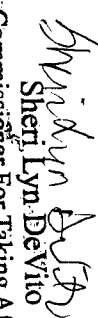




- (a) the accessory building shall be located within the rear yard of the property
- (b) the building shall not exceed a maximum floor area of 6.0 m<sup>2</sup> (64 ft<sup>2</sup>)
- (c) the height of an accessory building shall not exceed 2.7 metres (9 ft.)
- (d) the accessory building shall not be located within 2 feet of a side property line.


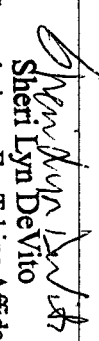



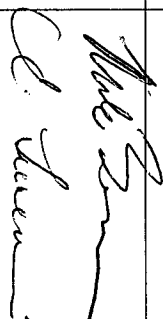
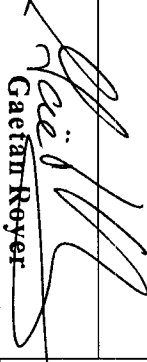
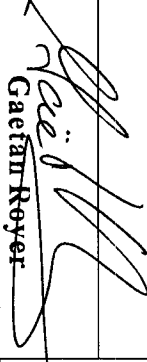
# SCHEDULE I

	LEGAL	PID	CIVIC	OWNERS	SIGNATURE(S)	WITNESS
1)	LOT 197, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996 <i>78</i>	PID 005-011-728	541 SAN REMO DR	NATHANSON, TASHA		
2)	LOT 198, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996 <i>78</i>	PID 005-011-744	539 SAN REMO DR	HOYEM, MABLE R		
3)	LOT 199, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-841	537 SAN REMO DR	FAHRNKOPF, ROBERT FAHRNKOPF, RITA	<i>Robert Fahrnkopf</i> <i>Rita Fahrnkopf</i>	<i>Stephanie Riley</i> A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
4)	LOT 200, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996 <i>78</i>	PID 005-011-817	535 SAN REMO DR	BERTAMINI, DONALD F BERTAMINI, DAWN F		

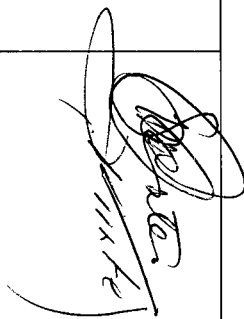
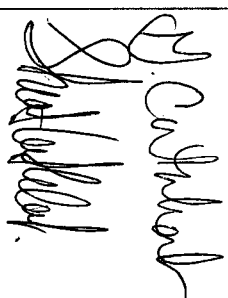


5)	LOT 201, DISTRICT LOT 349, GROUP 1 <del>NEW WEST</del> <del>DISTRICT, PLAN</del> 51996	PID 004 378 814	533 SAN REMO DR	NIELSEN, FLEMING, F <del>NIELSEN, BIRGIT</del>		
6)	<del>LOT 202, DISTRICT</del> <del>LOT 349, GROUP 1</del> <del>NEW WEST</del> <del>DISTRICT, PLAN</del> <del>51996</del>	PID 000 967 998	531 SAN REMO DR	NORRIS, JENNY M <del>NORRIS, MARK W</del>		
7)	LOT 203, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-833	529 SAN REMO DR	BROWNE, VELDA E		 Sheri Lyn DeVito Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
8)	LOT 204, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-809	527 SAN REMO DR	DOWDING, ALAN P DOWDING, BARBARA A	 Alan P Dowding Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1	 Stephanie Riley Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1

9)	LOT 205, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-787	525 SAN REMO DR	CHICK, BARBARA J CHICK, RICHARD M	 Stephanie Riley Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
10)	LOT 206, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-779	523 SAN REMO DR	MCLEOD, JEAN	 Sheri Lyn DeVito Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
11)	LOT 207, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-752	521 SAN REMO DR	SMALL, JAMES SMALL, ROSEMARY A	 Sheri Lyn DeVito Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
12)	LOT 208, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-931	519 SAN REMO DR	HANSEN, ARNETE ARMSTRONG, JAROSLAWA H	

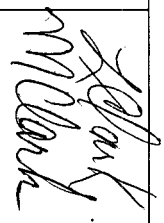
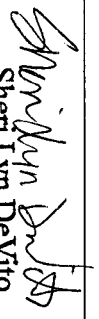
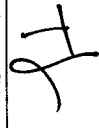



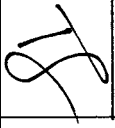
13)	LOT 209, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-868	517 SAN REMO DR	BIRSAN, ADRIAN T BIRSAN, MONICA		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
14)	LOT 210, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-892	515 SAN REMO DR	UNGLESS, DAVID L UNGLESS, GILLIAN C		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
15)	LOT 211, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-906	513 SAN REMO DR	WHITHAM, ANTHONY W		 Stephanie Riley A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
16)	LOT 212, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-011-922	511 SAN REMO DR	MANG, ANDY L MANG, LINDA Y		 Stephanie Riley A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1

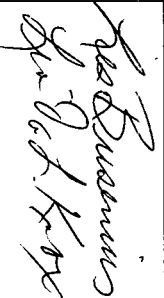

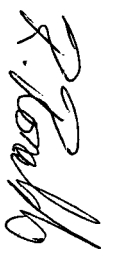
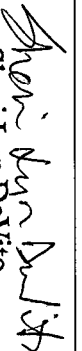
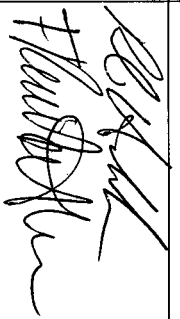

17)	LOT 213, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 001-612-026	509 SAN REMO DR	PRINGLE, SILVANA		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
18)	LOT 214, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-008-964	507 SAN REMO DR	GIESBRECHT, ABRAM DYCK, LORETTA G	 	 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
19)	<del>LOT 215, DISTRICT</del> <del>LOT 349, GROUP 1</del> <del>NEW WEST</del> <del>DISTRICT, PLAN</del> <del>51996</del>	<del>PID 005-009-022</del>	<del>505 SAN REMO</del> DR	<del>BARKER, EDWARD V</del> <del>BARKER, EVELYN</del>		
20)	LOT 216, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 002-275-091	503 SAN REMO DR	TURNER, EMILIA M TURNER, MICHAEL S	 	 Gaetan Royer A Commissioner for Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1

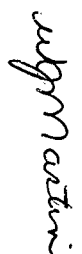
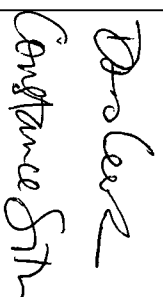

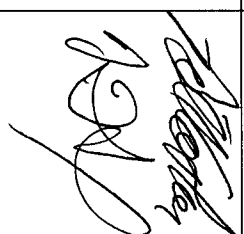

21)	LOT 217, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-685	501 SAN REMO DR	ACHESON, RAYMOND L. ACHESON, GWENDOLINE		
22)	LOT 218, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-049	499 SAN REMO DR	SMITH, MICHAEL D		<i>Shirley De Vito</i> A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
23)	LOT 219, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 003-220-478	497 SAN REMO DR	YOUNG, CAROL J	<i>Carol Young</i>	<i>Shirley De Vito</i> A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
24)	LOT 220, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-065	495 SAN REMO DR	BEDARD, EUNICE		

25)	LOT 221, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-081	493 SAN REMO DR	HUNTER, DENNIS H HUNTER, SUSAN J		<i>Sheri Lyn DeVito</i> Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
26)	LOT 222, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-090	491 SAN REMO DR	CUTHBERT, GINA S CUTHBERT, STUART A		<i>Gina S. Cuthbert</i> Gina S. Cuthbert A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
27)	LOT 223, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 004-087-062	489 SAN REMO DR	WHYTE, MARGARET T		
28)	LOT 224, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 002-262-321	487 SAN REMO DR	SIMPSON, RONALD T SIMPSON, JOAN		



29)	LOT 225, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-111	485 SAN REMO DR	CLARK, LIANA R CLARK, MARCUS E		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
30)	<del>LOT 226, DISTRICT</del> <del>LOT 349, GROUP 1</del> <del>NEW WEST</del> <del>DISTRICT, PLAN</del> <del>51996</del> 	<del>PID 001-436-708</del>	<del>483 SAN REMO</del> <del>DR</del>	<del>MERRETT, JOSEPH J</del> <del>MERRETT, EILEEN P</del>		
31)	LOT 227, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 000-811-246	481 SAN REMO DR	RUEL, LEONARD LAVERY, CATHY 		 Stephanie Riley A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
32)	<del>LOT 228, DISTRICT</del> <del>LOT 349, GROUP 1</del> <del>NEW WEST</del> <del>DISTRICT, PLAN</del> <del>51996</del> 	<del>PID 003-706-214</del>	<del>479 SAN REMO</del> <del>DR</del>	<del>NORRIS, DONALD W</del> <del>NORRIS, PHYLLIS</del>		

33)	LOT 229, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 003-513-840	477 SAN REMO DR	BUSENIUS, LESLIE A KNOX, LINDA L		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
34)	<del>LOT 230, DISTRICT</del> <del>LOT 349, GROUP 1</del> <del>NEW WEST</del> <del>DISTRICT, PLAN</del> <del>51996</del>	<del>PID 000 545 163</del>	<del>475 SAN REMO</del> <del>DR</del>	<del>SCHUSTER, TIMOTHY A.</del>		
35)	LOT 231, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-120	473 SAN REMO DR	RONALDS, RUSSELL F		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
36)	LOT 232, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-138	471 SAN REMO DR	REAMSBOTTOM, FELICIA M HADDEN, ROBERT V		 Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1

37)	LOT 233, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 003-156-087	469 SAN REMO DR	MARTIN, WILHELMINA J		<i>Sheri Lyn DeVito</i> Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
38)	LOT 234, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-171	467 SAN REMO DR	LANK, DAVID B SMITH, CONSTANCE M	 <i>Constance M. Smith</i>	<i>Sheri Lyn DeVito</i> Sheri Lyn DeVito A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
39)	LOT 235, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-197	465 SAN REMO DR	DAWSON, HEATHER L		<i>Kelly Kenney</i> Kelly Kenney A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1
40)	LOT 236, DISTRICT LOT 349, GROUP 1 NEW WEST DISTRICT, PLAN 51996	PID 005-009-219	463 SAN REMO DR	CASHER, WILLIAM J WEST, FIONA K	 	<i>Kelly Kenney</i> Kelly Kenney A Commissioner For Taking Affidavits for British Columbia 100 Newport Drive Port Moody, B.C. V3H 3E1

LAND USE CONTRACT NO. 2

N-18981

day of NOVEMBER, 1976BETWEEN:

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

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 by by-law notwithstanding any by-law of the Municipality, or  
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 the 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 Developer has presented to the Municipality a scheme of  
use and development 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. 1256 of the said City, dated the 3rd day of May  
1976, the area of lands described as:

Lot 173, District Lot 349, Group One, Reference Plan 28918  
Now Westminster District - Located between Ioco Road and C.P.R.  
Right-of-Way only

AND

Parcel "E", District Lot 349, Group One, Reference Plan 28918  
Now Westminster District - Located between Ioco Road and C.P.R.  
Right-of-Way only

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. 1256 of the said City dated the 3rd day of May  
1976, 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;

SUBSTITUTE FOR FORM

Land Use Contract

Date Feb. 2, 1977 Nature of Interest

Declared Value \$ Disposition of C.T.

Please Merge as Solicitor/Agent

Telephone No. 524-1717 (Address) New Westminster B.C.

MEMORANDUM OF REGISTRATION

Registered the 18<sup>th</sup> day of Nov. 1977  
on application received at the time written  
or stamped on the application.

MAR 1 1 34 '77

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Land Use Contract No. 2  
(H.A. Roberts Group Ltd.)

Page 2

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 Tuesday, September 7th, 1976, at the hour of 7:30 P.M., was published in the Issues of the "Columbian" newspaper dated Wednesday, September 1st, 1976, and Thursday, September 2nd, 1976;

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

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 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:

*Lots 197 to 236 inclusive of D.L.  
349 Group 1 Plan 51996 N.W.D. ✓*

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 maps, plans and schedules, marked as Schedule "A" are attached to form part of this Contract:

(a) Drawing No. Description

P-1	Site Plan
D-1	Lower and Main Floor Plan - Unit "A"
D-2	Upper Floor Plan - Unit "A"
D-3	Section Plans - Unit "A"
D-4	Elevations - Unit "A" (Front and Side)
D-5	Elevations - Unit "A" (Rear and Side)
D-6	Lower, Main and Upper Floor Plans - Unit "B"
D-7	Lower, Main and Upper Floor Plans - Unit "C"
D-8	Section Plans - Unit "B"
D-9	Elevations - Unit "B" (Front and Side)
D-10	Elevations - Unit "B" (Rear and Side)
L-1	Landscape Plan
L-2	Landscape Plan
L-3	Landscape Plan
L-4	Landscape Plan
S-1	Subdivision Plan

(b) Schedule Description

A-1	Exterior Finishes
-----	-------------------

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

(a) Registration of Title

The Owner has deposited at the Land Registry Office, New Westminster District, the following subdivision plan referred to in Section 1 which consolidates the northerly portions of Lot 173, District Lot 349, Group One, Reference Plan 28918, New Westminster District

AND

Parcel "E", District Lot 349, Group One, Reference Plan 28918, New Westminster District, creating Lots

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Land Use Contract No. 2  
(H.A. Roberts Group Ltd.)

Page 3

4. (b) Permitted Uses of Land, Buildings and Structures

The following uses and no others shall be permitted:

Forty principal buildings as shown on Drawing Number P-1 for residential use with accessory off-street parking use.

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

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

Drawings Nos. P-1 and D-1 to D-10 inclusive.

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

(d) All construction plans, including plot plans, floor plans, elevation plans and detailed section plans shall be submitted to and approved by the City Building Inspector prior to the issuance of required building permits.

(e) Notwithstanding the plans attached hereto, and construction plans referred to in Section 4 (d) above, 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 firefighting purposes shall be provided to all buildings.

(f) Off-Street Parking

Shall be located in conformity with site plan, Drawing No. P-1 providing:

40 Covered Parking Spaces  
40 Uncovered Parking Spaces

and shall be constructed in accordance with the provisions of the City of Port Moody Zoning By-law, 1974, No. 1204, with respect to their size, shape and finish.

(g) Aesthetic Quality of Buildings and Structures

Exterior finishes shall be as shown and described on Drawing Nos. D-4, D-5, D-9, D-10, and as detailed in Schedule A-1.

(h) Development and Landscaping of Site

(i) Landscaping and grading details shall be constructed in conformity with Drawing Nos. L-1, L-2, L-3, and L-4, and shall be carried out and completed in accordance with the standard and requirements of the Parks and Recreation Director.

(ii) The installation of ten foot fenced walkway between properties in a location to the discretion of the City Engineer.

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Land Use Contract No.  
(H.A. Roberts Group Ltd.)

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(h) Development and Landscaping of Site (Continued)

- (iii) The Developer will be required, upon sale of lots adjacent to the walkway, to place a caveat on the title that perpetual maintenance of the fencing be the responsibility of the purchasers.
- (iv) That the front of the new lots to be created are to be landscaped to the satisfaction of the Parks and Recreation Director prior to occupancy.

(i) Inspections

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

(j) 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 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.

(k) 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, 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 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.

(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.

(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 to provide for the safety of pedestrians or others.

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Land Use Contract No. 2  
(H.A. Roberts Group Ltd.)

Page 5

(n) 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.
- (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.
- (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. H-10 nor shall be altered any finished gradients, as shown on Drawing No. H-2 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, 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 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 cost 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.

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Land Use Contract No. 2  
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5. Covenants of the Owner and Security for Due Performance

- (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.

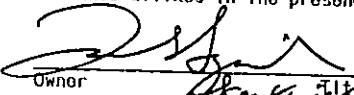
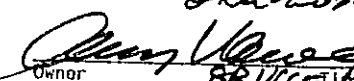
6. Covenants of the City

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.

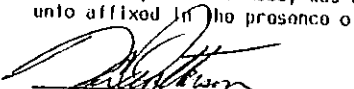
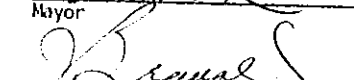
7. In the interpretation of this Land Use Contract, all definitions of words and phrases contained in the City of Port Moody Zoning By-law 1974, No. 1204, shall apply to this Land Use Contract and to the attachments hereto.
8. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this Contract.
9. WE, 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 N.A. PATTERSON, Mayor, J. I. BROVOLD, Municipal Clerk, and under seal of the Corporation of the City of Port Moody, at Port Moody, British Columbia, the 12th day of November 1976.

The Corporate Seal of the Corporation)  
of the H.A. Roberts Group Ltd. was )  
herewith affixed in the presence of: )

  
Owner )  
  
Owner )  
BRVOLD PRES )

The Corporate Seal of the Corporation)  
of the City of Port Moody was here- )  
unto affixed in the presence of: )

  
Mayor )  
  
Municipal Clerk )

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Land Use Contract No. 2  
(H. A. Roberts Group Ltd.)

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ACKNOWLEDGMENTS OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 15<sup>TH</sup> day of NOVEMBER, 1976 at the City of Port Moody, in the Province of British Columbia, oath of FRANK SOJANSKY, whose identity has been proved by the evidence on OATH appeared before me and acknowledged to me that he is the SENIOR VICE PRESIDENT of H. A. Roberts Group Ltd., and that he is the person who subscribed his name to the annexed instrument as 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 at the City of Port Moody, in the Province of British Columbia, this 15<sup>TH</sup> day of NOVEMBER, 1976.

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

I HEREBY CERTIFY that, on the 15<sup>TH</sup> day of NOVEMBER 1976 at the City of Port Moody, in the Province of British Columbia, oath of John Ingolf BROVOLD, Municipal Clerk, 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 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 at the City of Port Moody, in the Province of British Columbia, this 15<sup>TH</sup> day of NOVEMBER, 1976.

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

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NOV 19 1976

RE: SAN REMO PROJECT  
For The H. A. Roberts Group Ltd.

COLOR SCHEDULE

SLOPED ROOFS                      Natural Finish Cedar Shakes

STUCCO


1. Off white	* (Bapco 128 A-4)
2. Beige	* (Bapco 137 A-4)
3. Tan	* (Bapco 161 N-4)

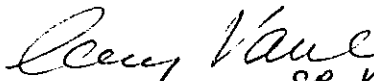
\* Stucco to be colored with Integral Colorants  
The resulting tone to approximate the Bapco paint colors  
Indicated.

FASCIA BOARDS                      Trim Boards and Trellis Members  
Olympic Stain #913

INFILL GRILLS @ BALCONY RAILINGS

1. Olympic #708
2. Olympic #716
3. Olympic #724


  
EXC VICE PRES

  
SR VICE PRES

**architect**  
**r.e. hulbert**

265 26th Street, Suite 303  
West Vancouver, British Columbia  
V7V 4T9 604-926-7808

MAYOR



SCHEDULE A-1

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## CITY OF PORT MOODY

BY-LAW NO. 1300A BY-LAW OF THE CITY OF PORT MOODY TO APPROVE A LAND USE CONTRACT

WHEREAS by By-law No. 1256 of the City of Port Moody, dated the 28th day of June, 1976, the area of lands described as:

Lot 173, District Lot 349, Group One, Reference Plan 28918,  
New Westminster District - Located between Ioco Road and  
C.P.R. Right-of-way only

AND

Parcel "E", District Lot 349, Group One, Reference Plan  
28918, New Westminster District - Located between Ioco Road  
and C.P.R. Right-of-way only

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. 1256 of the City of Port Moody, dated the 3rd  
day of May, 1976, the City was authorized to enter into a Land Use  
Contract with the Owner for the use and development of the said Develop-  
ment 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 Ioco  
Road, Port Moody, B.C., on the 6th day of July, 1976, at the hour of  
7:30 p.m., was published in the issues of the "Columbian" newspaper  
dated Tuesday, June 29, 1976 and Wednesday, June 30, 1976; and notice  
of the Public Hearing to be held by the Council of the City of Port  
Moody, in the Town Centre Cultural Centre, 300 Ioco Road, Port Moody,  
B.C., on the 7th day of September, 1976 at the hour of 7:30 p.m. was  
published in the issues of the "Columbian" newspaper dated Wednesday,  
September 1, 1976 and Thursday, September 2, 1976;

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. 2 Authorization By-law, 1976, No. 1300".

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.

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By-law No. 1300

Page ...2

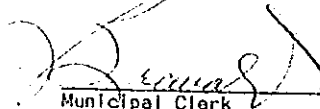
READ A FIRST TIME this 13th day of SEPTEMBER, 1976.

READ A SECOND TIME this 13th day of SEPTEMBER, 1976.

READ A THIRD TIME this 13th day of SEPTEMBER, 1976.

RECONSIDERED AND FINALLY ADOPTED this 20th day of September, 1976.

  
\_\_\_\_\_  
Mayor

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

I HEREBY CERTIFY that the above is a true copy of By-law No. 1300 of the City of Port Moody.

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