

M 11116

Contacted/Phoned \_\_\_\_\_

Serial No. \_\_\_\_\_

\_\_\_\_\_ Application No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ CHARGE

Applicant \_\_\_\_\_

Full address \_\_\_\_\_

\_\_\_\_\_

Nature of Charge \_\_\_\_\_

\_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Marked up by \_\_\_\_\_ Reference \_\_\_\_\_

Drafted by \_\_\_\_\_ Date \_\_\_\_\_ 19 \_\_\_\_\_

Marked off by \_\_\_\_\_

Checked by \_\_\_\_\_

Name indexed by \_\_\_\_\_

Compared by \_\_\_\_\_

8327 \$005.00 A -

PRINCE GEORGE  
L.R.O.  
AMOUNT PAID

★ R. C. 81

25 APR 77

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LAND USE CONTRACTThis Agreement made the 12<sup>th</sup> day of April, 1977

BETWEEN:

CITY OF PRINCE GEORGE

(hereinafter called the Municipality of the First Part)

AND:

DOROTHY MEYER IN TRUST  
BOX 412  
PRINCE GEORGE, B. C.

(hereinafter called the Developer of the Second Part;)

WHEREAS the Municipality, pursuant to Section 702 A of the Municipal Act, may, notwithstanding and By-Law of the Municipality, or Section 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 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 Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under 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 the Council of the Municipality, having given due consideration to the criteria set forth in Sections 702 (2) and 702 A (1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained;

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

MEMORANDUM OF ASSOCIATION  
27 APR 77

Form C  
LUE  
NIL  
No

Anna Waldmuller City of P. George  
1100 Patricia Blvd  
564-5151

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AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement, until the Council held a Public Hearing in relation to this Agreement, and considered any opinions expressed at such Hearing, and unless a majority of all the members of the Council voted in favour of a By-Law to authorize the Municipality to enter into this contract;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

Owner 1. The Developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Prince George, in the Province of British Columbia, and being more particularly known and described as;

Land ✓ Lot 6  
Plan 9566  
District Lot 635 Cariboo District

(hereinafter called the "Land")

Consents 2. The Developer has obtained the consent of all persons having a registered interest in the land as set out in the schedule prefacing the consents to the use and development set forth herein which consents are attached hereto.

Uses 3. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for none other.

Siting 4. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the land except in compliance with the specifications and the plot plan set out in Schedule "B" hereto.

By-Law Compliance 5. Except as herein specifically provided, the provisions of the Municipal Act and the By-Laws of the Municipality apply to the land herein described.

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6. This Agreement shall be construed as running with  
 Registration the land and shall be registered in the Land Registry Office  
 by the Municipality pursuant to the provisions of Section  
 702 A (4) of the Municipal Act.

7. Whenever the singular or masculine is used herein,  
 Interpretation the same shall be construed as meaning the plural, feminine  
 or body corporate or politic where the context or the  
 parties so require.

8. This Agreement shall enure to the benefit of and be  
 Binding binding upon the parties hereto and their respective heirs,  
 executors, administrators, successors and assigns.

A Public Hearing on the Agreement was held on 14th  
 day of March , 1977.

This Agreement was approved on the 12<sup>th</sup> day of  
 April , 1977, by By-Law No. 2999 .

IN WITNESS WHEREOF the said parties to this agreement  
 have hereunto set their hands and seals the day and year  
 first above written.

THE CORPORATE SEAL of the )  
 CITY OF PRINCE GEORGE was )  
 affixed in the presence of: )

MAYOR

CLERK

SIGNED, SEALED AND DELIVERED )  
 in the presence of: )

G.F.S. GODDARD )  
 (name)

206 1910 Renwick Cres. Prince George )  
 (address)

Plumber )  
 (occupation)

(SEAL)

Terrell Meyer

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FOR WITNESS

PROVINCE OF BRITISH COLUMBIA)  
TO WIT:

I, G.F.S. GODDARD, of the City of  
Pine Grove, in the Province of British Columbia,  
make oath and say;

1. I was personally present and did see the within instrument duly signed and executed by DOROTHY MEYER, ONE OF the parties thereto, for the purposes named therein.
2. The said instrument was executed at Pine Grove, BC.
3. I know the said party, and that she is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN BEFORE ME at Pine Grove  
in the Province of British  
Columbia this 5th day of  
April, 1977.

A Commissioner for taking  
Affidavits within British Columbia

#### ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, \_\_\_\_\_ (whose identity has been proved by the evidence on oath of \_\_\_\_\_), who is personally known to me, appeared before me and acknowledged to me that he is the \_\_\_\_\_ of \_\_\_\_\_, and that he is the person who subscribed his name to the annexed Instrument as \_\_\_\_\_ of the said \_\_\_\_\_ and affixed the seal of the

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 \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand nine hundred and

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ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 18<sup>th</sup> day of April, 1977, at Prince George in the Province of British Columbia, *Anna Wadsworth* who is personally known to me, appeared before me and acknowledged to me that he is the City Clerk of the City of Prince George, and that he is the person who subscribed his name to the annexed Instrument as City Clerk of the said City of Prince George and affixed the Seal of the City of Prince George 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 Prince George in the Province of British Columbia, this 18<sup>th</sup> day of April, 1977 in the year of our Lord one thousand nine hundred and seventy-seven



A Commissioner for taking Affidavits  
for British Columbia.

LAND USE CONTRACT

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Schedule "A"

Schedule of permitted land use.

As permitted by By-Law.

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LAND USE CONTRACTSchedule "B"**Plot Plan and Specifications:**

<b>Site Area</b>	)	
<b>Yards front</b>	)	
<b>rear</b>	)	
<b>side</b>	)	
<b>Site Coverage</b>	)	
<b>Height of Building and Structures</b>	)	not applicable
<b>maximum</b>	)	
<b>minimum</b>	)	
<b>Floor Space ratio</b>	)	
<b>Minimum floor area</b>	)	
<b>Number of Units</b>	)	

**Plan** This contract shall permit Subdivision of Lot 6 aforesaid into 3 lots as shown on the plan attached hereto and marked Exhibit 'B'.

**Special clause:** Access to Giscome Road to be considered temporary. When frontage road is built at a later date, access to Giscome Road will be closed and must be provided from the frontage road at the south-east corner of property.



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LAND USE CONTRACTSchedule "K"Performance Security:

A deposit equal to 5% of the Value of the improvements to be constructed.

Declared Value of Improvements   \$   Nil

5% of Declared Value                   \$   Nil

Such deposit to be by way of cash.

Deposit receipt or Irrevocable Letter of Credit.

The security shall be released when all developments authorized by this contract have been completed.

Excessive Cost Policy:

Excessive Costs calculation at \$950.00 per lot created.                   \$950.00

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This is Exhibit <sup>M 11116</sup> attached to and

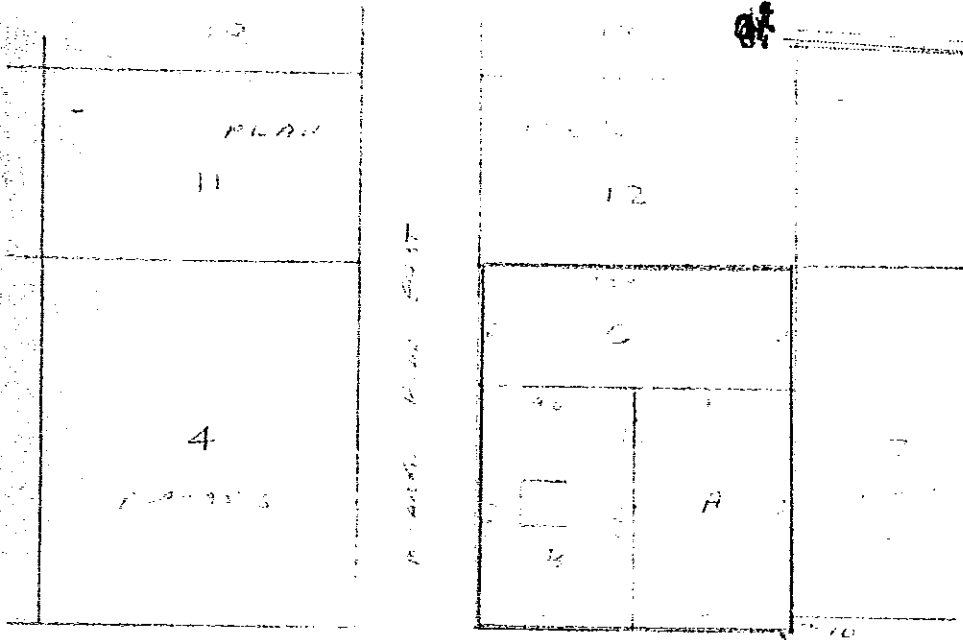
Tentative Plan of forming part of the land the contract  
 Proposed Subdivision of Lot 6, Plan 9566  
 D. L. 635, Cariboo between the City of Prince George and  
 Scale: 1" = 100'

Dorothy Keizer

and dated

of

197



635016

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W. D. Usher & Associates  
 Land Surveyors 8153

RECEIVED

JUL 13 1976

PLANNING DEPARTMENT  
 CITY OF PRINCE GEORGE

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CITY OF PRINCE GEORGE

Letter to cover Land Use Contract - Blackburn Area regarding excessive costs.

Dear Sir:

I write to you with regard to your application for Land Use Contract dealing with subdividing property in the Blackburn area. At the Council Meeting on December 11th, 1976, Council passed the following resolution:

"It was moved by Alderman Stauble, seconded by Alderman Martin that the policy of By-Law 2630 of the City of Prince George on excessive costs be applicable in this area by way of Land Use Contract with the cost of the off-site Capital Charges being set at Nine Hundred and Fifty Dollars (\$950.00) for each lot created which sum includes the present Blackburn Water Capital Levy. Further, at the time of subdivision, connection fees for water and sewer must be paid.

Motion Carried"

Therefore, this provision will be made part of the Land Use Contract and will be calculated for each new lot created by the subdivision of your property and has been made part of Schedule "K" and as noted is an unrefundable amount collected when making application for Subdivision Approval by the Approving Officer.

- \*\* As your Land Use Contract has already been signed by yourselves, could we ask that you signature the addition of this provision in Schedule "K" and return the contracts to us for completion of the By-Law and completion of the Contracts by the City.
- \*\* This section is for those Contracts that have already been sent to applicants for completion by them.

*Devotedly, Mayle*

*April 5, 1977*