

SUBDIVISION LAND USE CONTRACT

PL 24401

This Agreement made the 10th day of ~~May~~ ^{June} 7, 1978, 1978.

BETWEEN:

CITY OF PRINCE GEORGE,
1100 PATRICIA BOULEVARD,
PRINCE GEORGE, B.C.

(hereinafter called the City)
OF THE FIRST PART:

AND:

Glenview Estates Ltd.,
1488 - 4th Avenue,
Prince George, B.C.

(hereinafter called the Developer)
OF THE SECOND PART:

WHEREAS the City, pursuant to Section 702A of the Municipal Act, may, notwithstanding any By-Law of the City 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 Municipal Act requires that the City consider the criteria set out in Section 702 (2) and 702A (1) in arriving at the terms, conditions and consideration contained in a Land Use Contract;

AND WHEREAS the Developer has presented to the City a scheme of use and development of the within described lands and premises that would be in contravention of a By-Law of the City or Section 712 or 713 of the Municipal Act or both, and has requested that the City enter into this Contract under the terms, conditions and for the consideration hereinafter set forth;

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AND WHEREAS the Council of the City, having given due consideration to the criteria set forth in Sections 702 (2) and 702A (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;

AND WHEREAS the City and the Developer both acknowledge that the Council of the City could not enter into this Agreement, until the Council held a Public Hearing in relation to this Agreement, and considered any opinion expressed at such Hearing, and unless a two-thirds majority of the Members of the Council present and eligible to vote voted in favour of the City entering into this Contract;

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

The N.E. ¼ of District Lot 4028, Cariboo District, and the N.W. 156.73 acres of District Lot 4028, Cariboo District, except Plans 17130, 20461, and 23398.

(hereinafter called the "Land")

K19031
M30279



C4
M26784
M30279

N57871

Uses

2. 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 no other.

Siting

3. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the land except in compliance with the regulations set out in Schedule "A" hereto.

Parking

4. Offstreet parking shall be provided, located and constructed in accordance with the regulations set out in Schedule "A" hereto and relevant to the City of Prince George By-Laws.

Utilities

5. Utilities, including water, gas, telephone and electricity shall be provided by the Developer and shall be placed and constructed in compliance with and according to the requirements and standards set out in Schedule "B" hereto. The sewage disposal facilities shall be provided according to the conditions set out in Schedule "B" hereto.

Highways

6. All highways, lanes and walkways, including drainage, surfacing, and boulevards shall be provided, located and constructed in compliance with and according to the plans and specifications set out in Schedule "C" hereto.



Parks

7. All parks and public space to be dedicated by subdivision plan or otherwise provided, shall be provided in compliance with and according to the plans and specifications and conditions set out in Schedule "D" hereto.

Subdivision

8. The land shall be subdivided in compliance with and according to the plans, specifications and conditions set out in Schedule "E" hereto.

Payment

9. Except as specifically allowed herein the entire cost of the subdividing of the land including the provision of all services and the provision and construction of the items set out in Paragraphs 4 to 7 hereof shall be paid for by the Developer.

Ownership

10. All works and services, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this Contract becomes vested in the Crown or the City or located upon highways required to be dedicated, shall, upon acceptance, become the property of the Crown or the City free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Crown and the City from any such claim.

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Maintenance

11. The City shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures or development accepted by it pursuant to Paragraph 10 hereof, but nothing herein contained shall be deemed to or require the City to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixture or developments constructed by it out of its general Municipal funds.

Excessive Costs

12. The Developer hereby covenants and agrees to pay to the City, the excessive cost fees set out in Schedule "F" in accordance with the terms and conditions also set out therein.

Schedule

13. The Developer shall carry out the works and construct, locate, provide and develop the structures, buildings, works, services, developments and facilities according to the times set out in Schedule "G" hereto.

Completion

14. Notwithstanding the provisions of Clauses 10 and 11 the Developer covenants and agrees:

19/2

Completion

14. (Cont'd)

(a) To maintain, but not operate, all of said works to be built pursuant to this Agreement in complete repair for a period of one (1) year from completion thereof to the satisfaction of the City Engineer.

(b) To remedy any defects appearing within a period of one (1) year from the date of such completion of the said works and pay for any damage to other property or work resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the City, its servants or agents, or acts of God.

(c) That if the works specified herein and in Schedules hereto are not completed pursuant to the provisions of this Contract, the City may complete the works at the cost of the Developer and the Developer will immediately upon receipt of the City's account for the works carried out, pay to the City the amount requested in said account. It is understood that the City may do such work either by itself or by Contractors employed by the City.

Highway Act and
By-Law

15. The Developer covenants and agrees to comply with the provisions of the Highways Act of the

Highway Act and
By-Law

15. (cont'd)

Province of British Columbia and amendments thereto and of any Highways By-Law of the City throughout the construction of the hereinbefore referred to work and without limiting the generality of the foregoing, further covenants and agrees not to deposit any material or debris upon any roads during the construction of the work, the Developer covenants and agrees that the City may forthwith remove such material or debris at the expense of the Developer, the cost of such removal to be determined by the City, provided, however, that nothing herein shall prevent the Developer from depositing materials or soil upon roads where same is a necessary and integral part of the construction of said works.

Explanations,
Instructions and
Directions

16. Any explanations, orders, instructions, directions and requests given by the City Engineer to the General Superintendent of the Developer shall be held to have been given to the Developer.

By-Law Application

17. Except as otherwise specifically provided for in this Agreement, the within works and developments herein shall comply with all the By-Laws of the City.

Occupancy

18. Notwithstanding any provisions of this Contract hereinbefore contained and notwithstanding the provisions of the Building By-Laws of the City and

Occupancy

18. (Cont'd)

amendments thereto and the provisions of the Municipal Act, the Developer covenants and agrees that the City may withhold the granting of an occupancy permit for the occupancy and/or use of any buildings or part thereof, constructed upon the said lands until all of the works herein have been completed to the satisfaction of the City Engineer and Building Inspector.

Asbuilt

19. The Developer shall submit to the City the final reproducible asbuilt drawings of all services as constructed and as approved as specifically referred to in Sections 5 and 6 hereof. The said asbuilt drawings to be certified correct by a professional engineer.

Taxes

20. The Developer agrees to pay all arrears of taxes outstanding against the property herein described before the formal approval of any subdivision plan herein.

21. The Developer further undertakes to pay all current taxes levied or to be levied on the said lands on the basis and in accordance with the assessment and collector's roll entries.

Fees

22. The Developer agrees to pay to the City all inspection fees, administration fees, engineering

Fees

22. (Cont'd)

fees, legal costs, and the costs of connecting all utilities to the serviced subdivision incurred by the City arising out of the development proposed herein by the Developer.

Indemnity

23. The Developer covenants to save harmless and effectually indemnify the City, during the period from the date of this Agreement until the date specified in the Certificate of Acceptance only against:

(a) All actions and proceedings, costs, damages, expenses claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works;

(b) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the City or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

(c) All expenses and costs which may be incurred by reason of liens for non payment of labour or materials, Workmens Compensation assessments, Unemployment Insurance, Federal or Provincial Tax,

Indemnity

23. (Cont'd)

check off and for encroachments owing to mistakes in survey.

24. The Developer hereby covenants and agrees with the City to duly perform and construct all of the said works in a good workmanlike manner and upon the terms and conditions herein contained.

Intent

25. It is understood and agreed that the intent of this Land Use Contract is that the Developer shall grant to the City in a form approved by the City all rights-of-way that are necessary to accommodate those works which are to become the property of the City and to construct fully completed works as shown in the plans, specifications and particulars as set out in the attached Schedules to City standards and as approved by a certificate from the Professional Engineer in charge of the project. Such works may in the discretion of the Professional Engineer be varied because of the conditions at the site, so that the works function and operate in a manner satisfactory to the Professional Engineer and the City Engineer. Should the works required to be provided and to be constructed hereby prove to be in anyway defective or should they not operate to the satisfaction of the



Intent

25. (Cont'd)

City Engineer prior to or following completion then the Developer shall, at his own expense, modify or reconstruct the said works so that the said works shall be fully operative and function to the satisfaction of the City Engineer. The maintenance period as set out in Clause 14(a) hereof, shall commence on the date of the certificate of completion of the works issued by the City Engineer and the City will from and after the date of such certificate of completion bear the costs of operating the work or service.

Acceptance

26. Subject to the provisions of Schedule "B", the City covenants and agrees that upon satisfactory completion by the Developer of all the covenants and conditions of this Agreement, and without limiting the generality of the foregoing, including the maintenance of the said works constructed pursuant to this Agreement in complete repair for a period of one (1) year, to provide the Developer with a Certificate of Acceptance of the said works, signed by the City Engineer.

Representations

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



Other Jurisdiction

28. It is understood and agreed that nothing in this Agreement shall express, imply, or give, or be construed to express, imply or give, any approval which must be obtained by the Developer from any Department, Branch, Commission, or Corporation of the Province of British Columbia, or pursuant to any Act or Regulation of the Province of British Columbia.

Termination

29. (1) The City may, by resolution adopted by the affirmative vote of two-thirds of the Members of Council present, at any time, on or after ten (10) years from the date of registration of this Agreement at the Land Registry Office unilaterally terminate all or any part of this Agreement.

(2) The resolution herein provided for shall not be adopted prior to the holding of a Public Hearing in the manner provided for in Section 703 of the Municipal Act.

(3) A copy of the resolution herein provided for shall be registered at the Land Registry Office in the same manner as this Agreement.

Registration

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



Interpretation

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

Binding

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

Municipal Act
and By-Law
Application

33. Except as herein specifically provided, the provisions of the Municipal Act and the By-Laws of the City apply to the land herein described.

Compliance with
City By-Laws

34. Subject to this Contract, the within works and developments herein provided for shall comply with all the By-Laws of the City.

A Public Hearing on this Agreement was held on the *17th* day of *April* 1978.

This Agreement was approved on the *18th* day of *May* 1978 by a vote of two-thirds of all the Members of Council under By-Law No. 3095.

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:

[Signature]

Mayor

[Signature]

City Clerk

SIGNED, SEALED AND DELIVERED
in the presence of:

(name)

(SEAL)

GLENVIEW Estates LTD.

[Signature]

President

Schedule "A"

Schedule of permitted land use.

1. Single Family Residential Dwelling (Conventional structures only - no mobile homes) for the area contained within the combined boundaries of proposed Lots 1 through 82 inclusive as set out on the plan attached hereto and marked Exhibit "A" to Schedule "A".
2. Parks, Recreation and Open Space for those areas designated as "Greenbelt - Parks" on the plan attached hereto and marked Exhibit "A" to Schedule "A".

Special Conditions:

1. The regulations pertaining to the land designated for Single Family Residential Dwelling use shall be as follows:
 - (a) No building or accessory structure shall be constructed less than 30 feet from any lot line.
 - (b) No building or structure shall exceed two stories in height.
 - (c) The minimum floor area for a dwelling unit shall be 900 square feet.
 - (d) The maximum combined lot coverage of all buildings and structures shall be 25%.
 - (e) Not more than one building containing one dwelling unit plus accessory building(s) shall be located on any lot.
 - (f) Home occupation shall be permitted but shall not occupy more than 600 square feet or 25% of the total floor area of the principal and accessory building(s) combined, whichever is less. A home occupation use shall not:
 - i) be identifiable from the exterior of the premises except for signage permitted under the Sign By-Law No. 2881 as per rural zoning;
 - ii) discharge, explosive, odorous, toxic, or noxious matter, produce radiation, noise in excess of 90 db., or recurrent ground vibration;
 - iii) involve the sale of any product which is not produced or further processed on the premises; or
 - iv) involve outdoor storage of any material used directly in or resulting from the processing of any product of such activity

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Schedule "A" (Cont'd)

- (g) No livestock shall be permitted on any lot.
 - (h) All other provisions of By-Law 2876 of the City of Prince George shall apply to such land use.
2. The regulations pertaining to the portion of the land designated for Parks, Recreation and Open Space (P) use shall be as set out in City of Prince George Zoning By-Law No. 2876 for the "Parks, Recreation and Open Space (P) Zone".

Schedule "B"Utilities:Water:

The Developer shall provide a Community Water System to service proposed Lots 1 through 82 inclusive.

- (a) The sizes of the mains shall be as approved by the Engineer of the City of Prince George.
- (b) The standards for materials and installation shall be as set out in City of Prince George Subdivision By-Law No. 3001.
- (c) The location of the mains shall be as set out in City of Prince George cross section drawings R.29 and R.28 for Rural Roads with 80' R/W and 66' R/W respectively. Said drawings are attached hereto as Exhibits "B" and "A" to Schedule "C".

Sewer:

An individual sewage disposal system shall be installed by the owner of each lot prior to the occupancy of any dwelling on such lot. Each sewage disposal service shall be subject to Ministry of Health approval and to the approval of the City Engineer. Evidence of such approvals must be submitted to the Building Inspector of the City before he will issue an occupancy permit in regard to any such dwelling.

- | | |
|------------------|--|
| Electricity and) | The Developer shall provide either overhead or under- |
| Telephone) | ground electrical and telephone services to all proposed |
|) | lots as set out in the plan attached hereto and marked |
|) | Exhibit "A" to Schedule "A". The installation of both |
|) | services shall be to the standards and satisfaction of |
|) | the authorities having jurisdiction |

Schedule "B" (Cont'd)Special Conditions:

1. The Developer shall be responsible for the total cost of the actual extension of the water mains from their present existing location to the boundary of the proposed subdivision and throughout the subdivision itself. The plan for and actual construction of the trunk main shall be of sufficient size to meet fire protection standards and shall be subject to the approval of the City Engineer.
2. The Developer shall provide a culverted access to each lot created by the proposed subdivision to the standards set out in drawings R.28 and R.29 attached hereto and marked Exhibit "A" to Schedule "C" and Exhibit "B" to Schedule "C" respectively.

Schedule "C"Highways, Lanes, Walkways:

- | | | |
|----------------|---|---|
| Plans |) | Location and dimensions - as per the plan attached |
| |) | hereto as Exhibit "A" to |
| Specifications |) | Schedule "A". |
| |) | Standards - as per drawings R28 and R29 attached hereto |
| | | and marked as Exhibit "A" to Schedule "C" |
| | | and Exhibit "B" to Schedule "C" respectively. |

Special Conditions:

1. The Developer shall provide for and construct a temporary turn-around at the southerly limit of the roadway abutting proposed Lots 11 and 81. The turn-around may be removed when and if the development of the S. 1/2 of District Lot 4028, Cariboo District provides for a continuation of said roadway. The temporary turn-around shall be installed to the satisfaction of the City Engineer.
2. The Developer shall provide for and construct to a gravel standard an emergency roadway, connecting the roadway abutting proposed Lots 72 through 78 inclusive with Telford Road, which presently runs through the S.1/2 of District Lot 4028, Cariboo District. The construction shall be subject to the approval of the City Engineer. The Developer shall, prior to final subdivision approval, provide the City Engineer with a written Agreement in a form satisfactory to the City from the registered owner of the S. 1/2 of District Lot 4028, Cariboo District, undertaking to permit the construction of the gravel access road from the proposed subdivision to Telford Road and, further undertaking that he will not commence or take any

Schedule "C" (Cont'd)

action to close to traffic the access road to Telford Road until such time as a permanent or alternate access has been provided to connect the roadway abutting proposed Lots 72 through 88 inclusive to the Hart Highway No. 97 via the S. 1/2 of District Lot 4028 and the N.W. 1/4 of District Lot 4039.

Boulevards:

Plans) As per drawings R28 and R29 attached hereto and
Specifications) marked as Exhibit "A" to Schedule "C" and Exhibit "B" to Schedule "C" respectively.

Schedule "D"Parks, Public Space and Recreational Facilities:

Those areas designated as "Greenbelt - Park" on the Plan attached hereto and marked Exhibit "A" to Schedule "A" shall be conveyed to the City free of charge at the time of subdivision. The conveyance to the City of those lands designated as "Greenbelt - Park" on the Plan attached hereto and marked Exhibit "A" to Schedule "A" shall be considered to satisfy all requirements of the Council Policy on Excessive Cost as related to "Park and School Ground acquisition and development deposit" in City of Prince George Subdivision By-Law No. 3001, insofar as the 82 lot residential subdivision provided for in Schedule "E" hereto is concerned.

Schedule "E"Subdivision:

The Subdivision of the land referred to herein shall be substantially in accordance with the plan attached hereto as Exhibit "A" to Schedule "A" and shall be serviced to the standards set out in Schedules "B" and "C" hereto.

Schedule "F"Excessive Cost Policy:

Excessive Cost Fees of \$950.00 per new lot created, based upon the final plan of subdivision, shall be paid to the City of Prince George prior to final subdivision approval.



Schedule "G"

Item to be Provided, Constructed
Located, Developed:

total development

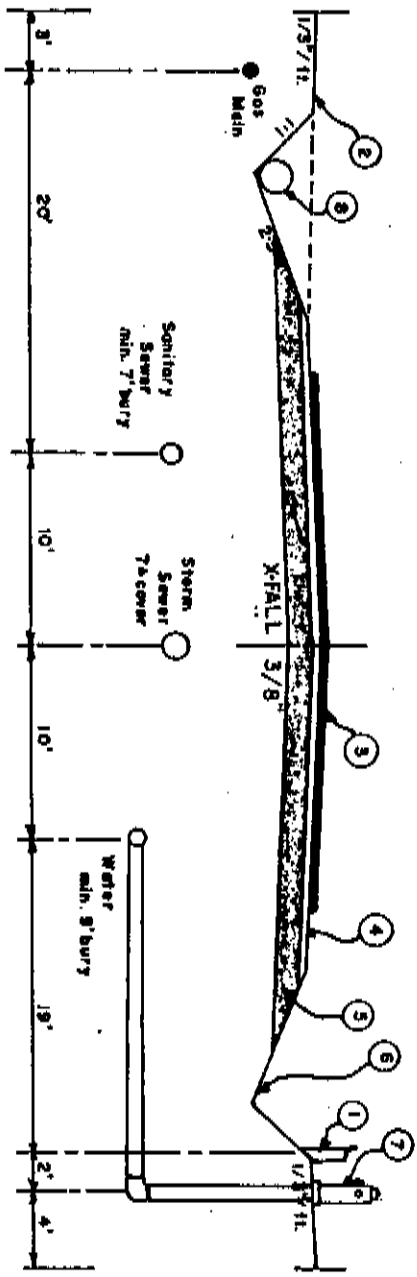
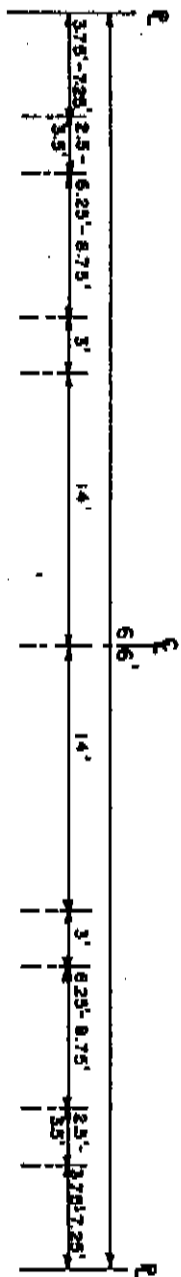
Date of Completion

3 years from the date after final
passage and adoption of the
By-Law authorizing the signature
of this Agreement.

Special Conditions:

1. All Single Family Residential dwelling lots created by the proposed subdivision (1 through 82) shall not only be serviced, but shall be offered for sale within three (3) years of final passage and adoption of the By-Law authorizing the signature of this Agreement.

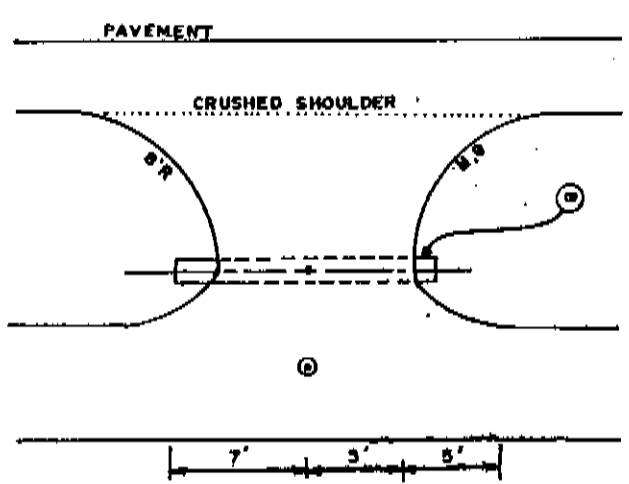
19



CROSS SECTION
STANDARD OFFSETS FOR 28' PAVEMENT

- NOTE**
1. Offset for O.M. or U.G. hydro and telephone.
 2. Service road adjacent to rural road.
 3. Min. 2 1/2" of asphaltic pavement.
 4. Min. 3" of 3/4" minus crushed aggregate on base course, compacted to 97% modified proctor
 5. Min. 15" granular material compacted to 95% modified proctor.
 6. Drainage ditch.
 7. Hydrant.
 8. Min. 15" culvert for ditch crossing

- road structure shall be designed using proven R.I.A.C. values for in place road materials
- min. 4" of imported or salvagable topsoil to be placed on the boulevard.
- all intersection road to be 30' unless otherwise specified
- use approach with a min. 10' driving surface shall be provided as access to hydrants. (see detail)



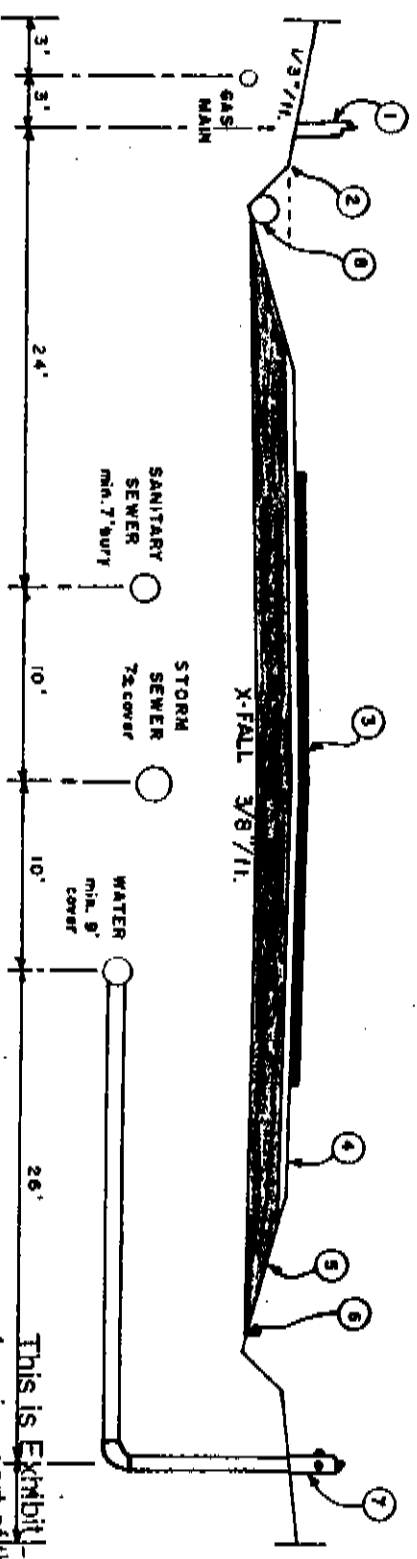
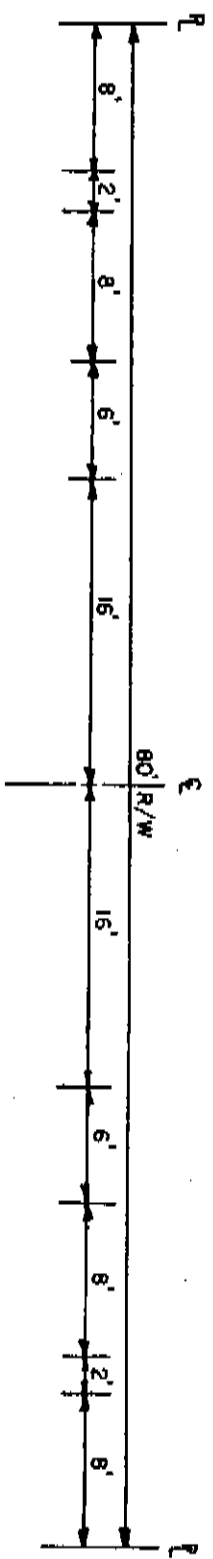
HYDRANT ACCESS

This is Exhibit "A" plan 18 Schedule "C" forming part of the Land Use Contract between the City of Prince George and *American Catalysts Ltd* covered under O.L.W. No. 3093 and dated this the *10th* day of *April*, 1978.

(Signature)
(Signature)

CITY OF PRINCE GEORGE			
RURAL ROADS 66' R/W			

Scale	City Engineer	Standard
Drawn	Checked	Tracing
Date	Plan no.	File



CROSS SECTION
STANDARD OFFSETS FOR 32' PAVEMENT

- NOTE:
1. Offset for O.H. or U.G. hydro and telephone.
 2. Service road adjacent to rural road.
 3. Min. 2 1/2" of asphalt pavement.
 4. Min. 3" of 3/4" minus crushed aggregate as base course, compacted to 97% modified proctor.
 5. Min. 15" granular material compacted to 95% modified proctor.
 6. Drainage ditch.
 7. Hydrant.
 8. Min. 15" Ø culvert.

- road structure shall be designed using proven R.I.A.C. values for in place road materials.
- min. 4" of imported salvageable topsoil to be placed on boulevard.
- all intersection radii to be 30' unless otherwise specified.
- an approach with a min. 10' driving surface shall be provided as access to hydrants.

This is Exhibit "B" to Schedule "C" forming part of the Land Use Contract between the City of Prince George and *Herbert Cole Ltd.* covered under By-Law No. 3025 and dated this the *10th* day of *March*, 19*78*.
Michael Duggan, 1978
(Signature)

CITY OF PRINCE GEORGE

RURAL ROADS 80' R/W

Scale 1" = 1'	City engineer <i>DR</i>	Standards tracing file R 29
Date Aug 28, 77	drawn <i>DR</i>	checked <i>DR</i>
		plan no.

TABLE I - AREAS			
	LENGTH	AREA AC'S	PERCENTAGE
Residential Small Holdings		81.20	31.23
80' Collector Road	6000	11.22	4.31
66' Minor Collector	3100	4.70	1.81
66' Local Streets	1890	2.86	1.10
Future Acreage Lots (INCLUDE LOCAL ROADS)		44.00	16.92
Greenbelt Park		116.02	44.63
TOTAL		260.00	100.00

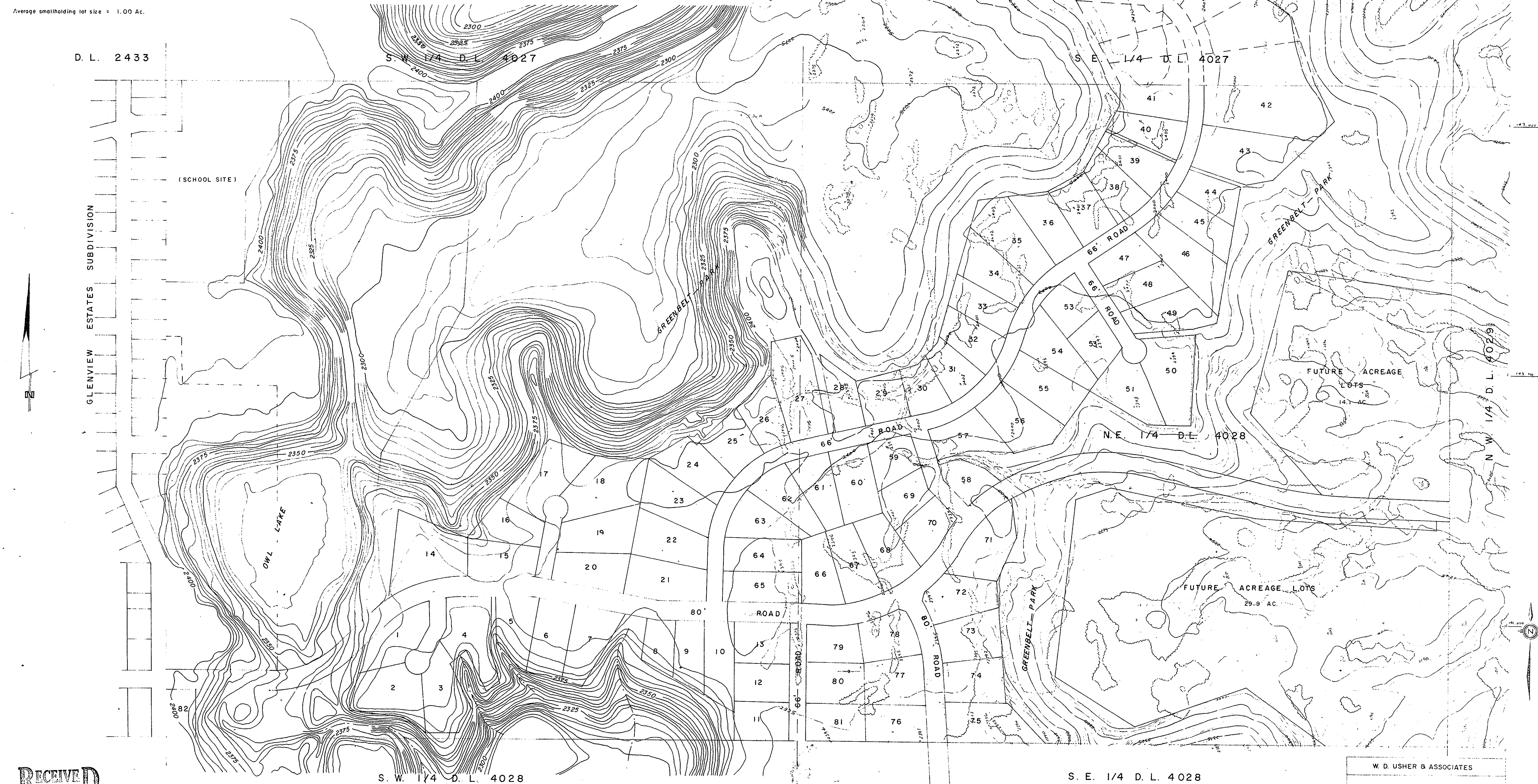
Average smallholding lot size = 1.00 Ac.

VALLEYVIEW ESTATES

TENTATIVE PLAN OF
PROPOSED SUBDIVISION OF
N. W. 1/4 DISTRICT LOT 4028 &
N. E. 1/4 DISTRICT LOT 4028
CARIBOO DISTRICT - BRITISH COLUMBIA

SCALE: 1" = 200'

TABLE II - POPULATION (Smallholdings only)			
Nº of Lots	Population (3.4 per unit)	Elem. School Pop. (17% of Pop.)	Sec. School Pop. (10% of Pop.)
82	279	47	28



RECEIVED
OCT 24 1977

PLANNING DEPARTMENT
CITY OF PRINCE GEORGE

REVISED JUNE 17, 1977
AUG. 11, 1977
OCT. 24, 1977

W. D. USHER & ASSOCIATES	
PRINCE GEORGE	
N. 1/4 SECTION 4028	
SCALE: 1" = 200'	DATE: APR. 15, 1977
CONTOUR INTERVAL: 5'	JOB NO. 713
COMPILED FROM AERIAL PHOTOGRAPHY TAKEN NOV. 2, 1976	
BY: AERO GEOMETRICS LTD.	
W.D. USHER & ASSOCIATES File No. 8012 B	