

CITY OF PRINCE GEORGEBY-LAW NO. 2400

A By-Law of the City of Prince George to authorize the issuance of a Land Use Contract.

WHEREAS pursuant to the provisions of Section 702 A of the Municipal Act the Council may by By-Law enter into a Land Use Contract for the use and development of land;

AND WHEREAS such By-Law shall not be adopted by a Council until a Public Hearing has been held and then only upon the affirmative vote of a majority of all the members of Council;

AND WHEREAS the Council has by By-Law designated areas of land as development areas as required under Section 702 A (2) of the Municipal Act,

AND WHEREAS a Public Hearing was held in accordance with the Municipal Act;

NOW THEREFORE the Council of the City of Prince George in open meeting assembled, enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute on behalf of the Municipality a Land Use Contract with respect to Lot 20, Block 21, District Lot 343, located at 160 Quebec Street.

and Lot C plan 12766

2. The Contract entered into shall be registered in the Land Registry Office, Prince George.

3. The Mayor and Clerk are hereby empowered to do all things necessary to give effect to this By-Law.

4. This By-Law may be cited for all purposes as "Authorization Issuance Land Use Contract No. LU 3 - 72, By-Law No. 2400, 1972".

READ A FIRST TIME THIS THE 17th DAY OF April, 1972.

READ A SECOND TIME THIS THE 17th DAY OF April, 1972.

READ A THIRD TIME THIS THE 17th DAY OF April, 1972.

ALL THREE READINGS PASSED BY A Unanimous DECISION OF ALL MEMBERS OF THE CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

RECONSIDERED, FINALLY PASSED AND ADOPTED THIS THE 25th DAY OF April, 1972, BY A Unanimous DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

W. Moffat MAYOR

S. Daniels CLERK

I hereby certify that the foregoing is a true copy of the original By-law as passed by the Municipal Council of the City of Prince George and sealed with the Seal of the Corporation and dated this the 25th day of April, 1972.

S. Daniels
CLERK OF THE CITY OF PRINCE GEORGE.

LAND USE CONTRACT

This Agreement made the 18th day of May 1972.

1972 JUL 4 PM 2 18 J

BETWEEN:

CITY OF PRINCE GEORGE

(hereinafter called the Municipality of the First Part)

AND:

**Ida Rahn,
160 Quebec Street,
Prince George**

(hereinafter called the Developer of the Second Part;)

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any 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 Municipal Act requires that the Municipal Council 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 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 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 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 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 two-thirds of all of the members of the Council voted in favour of the Municipality entering 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:

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:

Lot 20, Block 21, District Lot 343, Cariboo District, Plan 1268 and/Lot C, District Lot 343, Cariboo District, Plan 12766

CT: 87675 M of ✓
C4441 - M ✓
C4442 - M ✓
C5561 - M ✓

CT: 106366 M of ✓
C4441 ✓
C4442 ✓
C5561 ✓

(hereinafter called the "Land").

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.

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.

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

Owner

Land

July 4/72
J - Nil

Consents

P.R.
J - Nil

Uses

Siting

plan set out in Schedule "B" hereto.

Signs

5. No sign shall be erected upon the land or any building or structure thereon except those shown on the Plans and specifications set out in Schedule "D" hereto.

Parking

6. Off street parking and loading spaces shall be provided, located and constructed in accordance with the plan set out in Schedule "C" hereto.

Construction

7. All buildings and structures shall be constructed strictly in compliance with and according to the plans and specifications set out in Schedule "D" hereto.

8. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the plans and specifications set out in Schedule "D" hereto.

Utilities

9. All utilities, including water, sewer, gas, telephone and electricity, shall be placed, provided and constructed in compliance with and according to the plans and specifications set out in Schedule "E" hereto.

Highways

10. All highways, bridges, lanes and walkways, including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs shall be provided, located and constructed in compliance with and according to the plans and specifications set out in Schedule "F" hereto.

Parks

11. All parks, public space, playgrounds or other recreation facilities, to be dedicated by subdivision plan or otherwise provided, shall be provided, constructed and developed in compliance with and according to the plans and specifications set out in Schedule "H" hereto.

Subdivision

12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.

Payment

13. Except as specifically provided in Schedule "I" hereto, the entire cost of the development of the land including the provision of all services and the provision and construction of the items set out in paragraphs 6 to 11 hereof shall be paid for by the Developer.

Ownership

14. 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 Municipality or located upon highways required to be dedicated, shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

Maintenance

15. Except as provided in Schedule "J" hereto, the Municipality 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 14 hereof, but nothing herein contained shall be deemed to or require the Municipality 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, fixtures or developments constructed by it out of its general municipal funds.

Security

16. The Developer shall provide the Municipality with the security set out in Schedule "K" hereto to guarantee performance hereof.

Schedule

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

Registration

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

Interpretation

19. 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

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

A Public Hearing on the agreement was held the 17th day of April, 1972.

This agreement was approved on the 24th day of April, 1972, by a vote of two-thirds of all the members of Council.

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:

1972 Moffat
Mayor

Paul
Clerk

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
(name)

JOHN K. DUNGATE, ESQ.
BARRISTER AND SOLICITOR
1475 FIFTH AVENUE
PRINCE GEORGE, B. C.
(address)

(occupation)

(SEAL)

[Signature]

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA }
TO WIT:

I, _____ of the _____ of
_____, 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 _____
the part _____ thereto, for the purposes named
therein.

For Maker (including Married Women)

I hereby certify that on the _____ day of _____ 1917
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 _____ she the person mentioned in the annexed instrument as the
Maker thereof, and whose name subscribed thereto as party and that she know the contents thereof, and
that she executed the same voluntarily, and she of the full age of twenty-one years.

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 _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

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 _____

A Commissioner for taking Affidavits
for British Columbia.

LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use.

1. Hotel
2. Steam Baths

LAND USE CONTRACT

Schedule "C"

Off Street Parking:

Total Area

Number of spaces

As shown on plan being

Size of Spaces

part of Schedule "B"

Surfacing

Lighting

Signs

Access

Plan

Off Street Loading:

Total Area

Size of Area

Location

Surfacing

Lighting

Signs

Access

Plan

LAND USE CONTRACT

Schedule "L"

Item to Be Provided, Constructed
Located, Developed:

Date of Completion:

Hotel extension

Steam bath extension

May 1974