

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

Serial No. M 12699

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

**CHARGE**

Applicant \_\_\_\_\_

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

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

Remarks 5 EXTRA END. ADDITIONAL @ 2.50 each *87*

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

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

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

Checked by \_\_\_\_\_ 9358 \$005.00 A -

Name \_\_\_\_\_ checked by \_\_\_\_\_

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

*gr*  
**PRINCE GEORGE**  
L.R.O.  
AMOUNT PAID

1 MAY 77  
PRINCE GEORGE  
L.R.O.  
AMOUNT PAID  
049  
\$002.50 A

5 EXTRA END. //

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Substitute Form	C
Interest	LUC
Declared Value	NIL
Balance of C.T.	ND
Balance of Land	ND
Signature of Applicant	

MAY 6 2 36 PM '77

**SUBDIVISION LAND USE CONTRACT**

*Alvin Walchynski 1100 Patricia Blvd P.G.*

This Agreement made the 4<sup>th</sup> day of May, 1977.

**BETWEEN:** City of Prince George  
1100 Patricia Boulevard  
Prince George, B.C.

(hereinafter called the City)  
OF THE FIRST PART:

**AND:** Chilako Properties Inc.  
c/o R.R. #3  
Chief Lake Road  
Prince George, B.C.

INC. # *137,049*  
~~130,757~~

(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;

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 two-thirds of the members of the Council present and eligible to vote, voted in favour of the City entering into this Contract;

MEMORANDUM OF REGISTRATION  
Registered the 17 day of May, 1977.  
on application received at the time written

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May 6 2:36 '77

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 holder of a registered agreement for sale 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: Lots 12 - 17, inclusive, District Lot 625, Cariboo District, Plan 13646; the Northwest 1/4 of District Lot 625, Cariboo District, except that part included within the boundaries of Plan 18560; the Southwest 1/4 of District Lot 625, Cariboo District, except those parts included within the boundaries of Plans 13483, 13646, 14296, 18560 and H705; Lot 1, District Lot 625, Cariboo District, Plan 10485; the Developer is the registered owner in fee simple of Lot 1, except Plan 21612, District Lot 625, Cariboo District, Plan 9280 (hereinafter called the "land").

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*16*  
*18 - 2200K*  
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*1531599*

*Land Use Contract*  
*Booked into title*  
*702 H. (development)*

That the City shall execute and deliver to the Developer at the Developer's expense, a release of these presents over that portion of the lands designated as "unsubdivided remainder" on Exhibit B hereto, upon such lands being capable of separate legal description, it being the intention of the parties hereto that the zoning and permitted uses of such said portion of the lands shall not be affected by these presents.

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 no other.

Siting

4. No building or structure shall be constructed, re-constructed, altered, moved or extended, upon the land, except in compliance with the specifications and the plot 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 described in 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 plans and specifications 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 and 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.A 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.

Horses

11.B On sites of more than 1.5 acres but less than 3.0 acres, two horses may be kept on any site. On sites of 3.0 acres or more, one horse per acre or part of an acre can be kept on any site.

11.C Common Recreational Property

- a) The property designated Common Recreational Property shall be conveyed to a society incorporated by the Developer. Such society shall be provided with easements as indicated on the plan attached and marked Exhibit "B" to this Contract.
- b) In the event of the dissolution of such society, the Common Recreational Property and all improvements thereon together with all easements pertinent thereto shall become the property of the City of Prince George to be used thereafter as Public Park.

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 allowed in Schedule "G" 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 Crown or the City or located upon highways required to be dedicated, shall, upon acceptance by the Engineer of the City as evidenced by the Certificate of 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.

Maintenance

15. Except as provided in Schedule "I" hereto, 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 14 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

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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.

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 "K" hereto.

Exterior  
Performance

18. The Developer shall, and hereby undertakes and agrees to deposit with the City a certified cheque or letter of credit in the sum of Nil as security to guarantee performance by him of all the covenants and agreements with respect to landscaping, surface treatments, fencing and screening as set out in Section 8 herein. The Developer agrees that if the works are not completed and maintained pursuant to Section 8 and Schedule "D" hereto, the City may complete the works at the cost of the Developer and deduct from the deposit held by the City the cost of such completion, and the balance of the deposit shall be returned to the Developer, less any administration fee required. If there is insufficient money on deposit with the City, then the Developer will pay such deficiency to the City immediately upon receipt of the City's account for completion. It is understood and agreed that the City may do such work either by itself or by contractors employed by the City. If the works are completed as herein provided and the completion of such work is verified by the Building Inspector of the City, then the deposit, less administration fees, shall be returned to the Developer.

Completion

19. Subject to the provisions of Schedule "E" the Developer covenants and agrees:

- a) To maintain, but not operate, all of the 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 deduct from the security held by the City the cost of such completion, and the balance of the security shall be returned to the

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Developer, less any administration fees required. If there is insufficient money on deposit with the City then the Developer will pay such deficiency to the City immediately upon receipt of the City's bill for completion. It is understood that the City may do such work either by itself or by contractors employed by the City. If the works are completed as herein provided then the deposit less administration fees, shall be returned to the Developer.

Park and  
School  
Deposits

20. The Developer covenants and agrees to convey to the City, free and clear of all incumbrances, the lands shown park on the plan attached to Schedule "B". The Developer further covenants and agrees to provide the additional land needed to bring the school site, as shown on the plan attached and marked Exhibit 'B', to the size of 8.84 acres.

Schedule  
Incorporation  
tion

22. The Developer covenants and agrees to comply with the provisions of the Highways Act of the 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. In the event that any invoice of the City, for the removal of such material or debris, shall remain unpaid for thirty (30) days of receipt of the same by the Developer, the City is authorized to deduct the amount of such invoice from the security referred to herein.

Employee

23. The Developer shall not employ any person who, in the opinion of the City, is unfit or not skilled in the work assigned to him. The Developer shall at all times in connection with the execution of the work, keep and employ a competent general superintendent, capable of speaking, reading and writing the English language, and any explanations orders, instructions, directions and requests given by the City to such superintendent shall be held to have been given to the Developer.

24. Subject to this Agreement, the within works and developments herein shall comply with all the By-Laws of the City.

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Occupancy

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

26. 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 9 and 10 hereof. The said asbuilt drawings to be certified correct by a professional engineer.

Taxes

27. The Developer agrees to pay all arrears of taxes outstanding against the property herein described before the formal approval of any subdivision plan herein.  
28. 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

29. In addition to the security referred to otherwise in this Agreement and the maintenance deposits referred to, the Developer agrees to pay to the City all inspection fees, administration fees, engineering fees, legal costs, and the costs of connecting all utilities to the serviced subdivision, but only to the extent that same are directly related to the administration or enforcement of the terms incorporated into this agreement.

Indemnity

30. 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;



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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, check off and for encroachments owing to mistakes in survey.

31. The City hereby covenants and agrees with the Developer to permit the Developer to perform all of the said work upon the terms and conditions herein contained.

Intent

32. It is understood and agreed that the intent of this Land Use Contract is that the Developer shall construct fully completed works, and grant all necessary easements as shown in the plans, specifications, and particulars as set out in the Schedules which are to City Standards and are approved by Certification by the Professional Engineer in charge of the project and which in the discretion of the Professional Engineer may be varied because of conditions at the site, so that the works function and operate in a manner satisfactory to the Professional Engineer and the City Engineer and should the works provided and to be constructed herein prove to be in any way defective or should they not operate to the satisfaction of the City Engineer prior to completion then the Developer shall, at his own expense, modify and 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 19 hereof, shall commence on the date of certification by the City Engineer, as set out in Clause 14 hereof, and the City will, from and after the date of such certification, bear the costs of operating the work or service.

Acceptance

33. Subject to the provisions of Schedule "E", 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.

34. Subject to the provisions of Schedule "E" upon the issuance of the Certificate of Acceptance referred to in 33 above, the City will return the securities herein required to be deposited by the Developer pursuant to the hereinbefore set out paragraphs of this Agreement, less any charges or costs deducted therefrom pursuant to this Contract.

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Representations 35. 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 36. 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, pursuant to any Act or Regulation of the Province of British Columbia.

Termination 37. (1) The City may, by resolution adopted by the affirmative vote of two-thirds of the members of Council present and eligible to vote 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 38. 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 39. 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 40. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

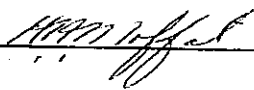
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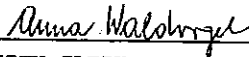
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A Public Hearing on this Agreement was held on the  
3rd day of August, 1976.

IN WITNESS WHEREOF the said parties to this Agreement have here-  
unto 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

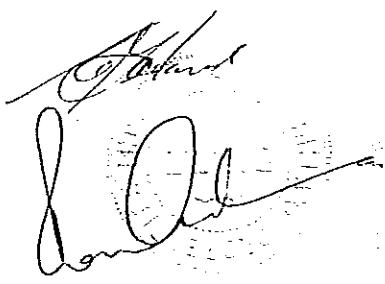
  
\_\_\_\_\_  
Asst CITY CLERK

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation



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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.
2. The said instrument was executed at \_\_\_\_\_
3. I know the said part \_\_\_\_\_, and that \_\_\_\_\_ 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 \_\_\_\_\_  
in the Province of British  
Columbia this \_\_\_\_\_ day of \_\_\_\_\_  
, 19 \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for taking  
Affidavits within British Columbia }

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 2nd day of May, 1977, at Prince George, in the Province of British Columbia, ~~identity has been proved by the evidence on oath of~~ *Carl Garland* (whose  
) , who is personally known to me,  
appeared before me and acknowledged to me that he is the  
*President* of *Chilako Properties Inc.* and  
that he is the person who subscribed his name to the annexed Instrument  
as *President* of the said  
*Chilako Properties Inc* and affixed the seal of the  
*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 and Seal of Office, at  
*Prince George* in the Province  
of British Columbia, this 3rd day  
of *May* in the year of our  
Lord one thousand nine hundred and

  
W. MURRAY SADLER  
A Commissioner for taking Affidavits  
for British Columbia

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ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the *4<sup>th</sup>* day of *May*, 1977,  
at Prince George in the Province of British Columbia, ~~C. P. Pattullo~~ *ANNA*  
*WALDVOGEL* who is personally known to me, appeared before me and acknowledged  
to me that she is the ~~City~~ City Clerk of the City of Prince George, and  
that she 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 she 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 *4<sup>th</sup>* day  
of *May* in the year  
of our Lord one thousand nine hundred  
and *seventy - seven*

*Bendberg*

\_\_\_\_\_  
A Commissioner for taking Affidavits  
for British Columbia.

LAND USE CONTRACT  
CHILAKO PROPERTIES INC.

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SCHEDULE "A"

1. The uses of the land as defined in Section 1. of this Contract.
  - a) A single family dwelling; conventional dwelling or mobile home;
  - b) Schools;
  - c) Parks, Playgrounds and Common Recreational Property;
  - d) Public Utility Building;
  - e) Home Occupation;
  - f) The accommodation of not more than two boarders per dwelling unit;
  - g) Keeping of Livestock;
  - h) Local Commercial - such use to be developed in compliance with the C 6 Local Commercial Zoning category in the Zoning By-Law for the core area of the City of Prince George with a limit of 20,000 square feet of gross retail;
  - i) Building and structures accessory to uses permitted in Clauses a), b), c), d), g) and h).
  
2. A home occupation use:
  - a) Shall occupy not more than 500 square feet or 25% of the total floor area of the dwelling, whichever is less;
  - b) Shall not be identifiable from the exterior of the premises, except for the permitted sign;
  - c) Shall not discharge or emit:
    - i. odourous, toxic or noxious matter or vapours;
    - ii. heat, glare, noise or radiation;
    - iii. recurrently generated ground vibration;
  - d) Shall not:
    - i. involve outdoor storage of any material used directly in the processing of or resulting from the processing of any product of such craft or occupation;
    - ii. involve the use of any materials which give off vapours or gases that are explosive under ordinary temperatures;
    - iii. involve the sale, on the premises of commodities which are not produced on the premises;
  - e) Shall be conducted by residents of the dwelling containing such use, but excluding boarders of the residential use to which it is accessory.

SCHEDULE "B"

Plot Plan and Specifications

A. Site Area

The minimum site area for a single family dwelling shall be one-half (1/2) acre. The minimum site area for a school site shall be 8 acres.

B. Parcel Width

1. The minimum width of a parcel intended for use for a single family dwelling shall be either 75 feet at the front lot line or 80 feet at the front building lot line.

C. Front, Rear and Side Yards

1. A single family dwelling, including a garage or carport attached to or included in the principal building shall not:
  - i. be constructed less than 25 feet from a front or rear lot line;

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LAND USE CONTRACT - Chilako Properties Inc.C. Front, Rear and Side Yards (Cont'd)

1.
  - ii. be constructed less than 5 feet from an interior side lot line;
  - iii. where there is no exterior side lot line, be constructed less than 10 feet from one of the interior side lot lines, except that where a carport or garage is attached to the side of the principal building, the minimum distance from the side lot lines may be reduced to 5 feet;
  - iv. be constructed less than 12 feet from an exterior side lot line.
2. Buildings and structures permitted in Clauses b) and c) of Section 1, of Schedule "A" shall be constructed not less than:
  - i. 25 feet from a front lot line;
  - ii. 50 feet from all other lot lines.
3. Buildings and structures accessory to the uses permitted in Clauses a) and b) inclusive of Section 1 of Schedule "A", excluding garages and carports attached to or included in the principal building, shall not be constructed:
  - i. in the front or side yard;
  - ii. less than 12 feet from the exterior side lot line.
4. Siting Exceptions
  - i. Where chimneys, cornices, leaders, gutters, pilasters, belt courses, sills, windowns or ornamental features project beyond the face of a building, the minimum distance to an abutting lot line as permitted elsewhere in this Land Use Contract may be reduced by not more than 2 feet, and such reduction shall apply only to the projecting feature.
  - ii. Where steps, eaves, sunlight control projections, canopies, balconies or porches project beyond the face of a building, a minimum distance to an abutting front, rear or exterior side lot line as permitted elsewhere in this Land Use Contract may be reduced by not more than 4 feet, and the minimum distance to an abutting interior side lot line as permitted elsewhere in this Land Use Contract may be reduced by not more than 2 feet and such reduction shall apply only to the projecting feature.
5.
  - i. For the purpose of this section the "Natural boundary" means the visible high water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the lake, river, stream or other body of water, a character distinct from that of the banks thereof, in respect of vegetation as well as in respect of the nature of the soil itself.
  - ii. For the purpose of this section the "Natural water course" means any lake, river, stream, or other body of water where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed, a character distinct from that of the banks thereof, as well as in respect to the nature of the soil itself.

LAND USE CONTRACT - Chilako Properties Inc.

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5. iii. No building shall be constructed:
- a) within twenty-five (25) feet of the natural boundary of a lake;
  - b) within one hundred (100) feet of the natural boundary of any natural water course or source of water supply, excluding a lake;
  - c) on ground surface less than two (2) feet above two hundred (200) year flood level where it can be determined or if not, ten (10) feet above the natural boundary of a lake, and any other natural water course in the immediate flood hazard area;
- provided that with the approval of the Deputy Minister of the Water Resources Service, these requirements may be reduced.

D. Site Coverage

Buildings and structures shall not occupy more than 33% of the site area.

E. Heights of Buildings and Structures

No building or structure, excluding an accessory building to the single family dwelling shall exceed two stories in height and no accessory building, except barns, to a single family dwelling shall exceed one storey in height.

F. Minimum Floor Area and Number of Units

1. The minimum floor area for single family dwellings shall be 800 square feet on the main floor.
2. Not more than one building containing a dwelling unit shall be located on any parcel.

SCHEDULE "C"Off-Street Parking

1. Off-street parking shall be provided in accordance with the following:
  - a) Single family dwellings shall be provided with two parking spaces.
  - b) Elementary schools shall be provided with one parking space for each staff member.
  - d) Recreational buildings shall be provided with one parking space for every 100 square feet of floor area and one parking space for every 40 square feet of pool surface, plus one parking space for each floor player capacity of other sports facilities.
2. Off-street parking shall be constructed in accordance with the provisions of the Zoning By-Laws of the City of Prince George otherwise applicable to the land.

SCHEDULE "D"A. Signs

Subject to the provisions of the Motor Vehicle Act, no person shall erect any signs or notices except the following:



**M 12699****A. Signs (Cont'd)**

1. One for rent or for sale sign, not exceeding two square feet in area on any one parcel.
2. Signs relating to the construction or sale of dwellings, not exceeding thirty-two square feet in area on any one parcel provided that such signs are only permitted within twelve months of the date of the registration of the parcel at the Land Registry Office.
3. In respect of each school, park, or community facility located on the land, one sign board not exceeding twelve (12) square feet in area, to be located on the parcel on which the school, park, or community facility is located.
4. Public utility signs necessary for the convenience or safety of the public.

**B. Buildings and Structures**

The provisions of the Building and Plumbing By-Laws of the City of Prince George shall be applicable to the land.

**C. Landscaping, Surface Treatment, Fences and Screens**

The provisions of the regulatory By-Laws of the City of Prince George shall be applicable to the land.

**SCHEDULE "F"****A. Water**

1. The Developer shall provide a community water system which, except as hereinafter provided, shall be constructed in compliance with the requirements of By-Law 2630 of the City of Prince George which shall be deemed to be in full force and effect with regard to the lands contained within this Contract.
2. The Developer shall, prior to the completion of subdivision plans of any portion of the lands, have proven a source of potable water which will supply the volumes hereinafter set out. The developer shall be required to develop this water source and to do all things necessary in conjunction with such development and supply such water to the community water system.
3. The minimum water supply, on a certified sustained yield basis, shall be:
  - 1) 0.88 gallons per minute per residential site for the entire area covered by this contract;
  - 2) 30 gallons per minute per school site;
  - 3) 1 gallon per minute per 1,000 square feet of commercial retail space.
4. Storage for the community water system shall be provided in a minimal amount of 140,000 gallons and to provide a minimum static pressure of 30 pounds per square inch at all the service connections.
5. The number and location of fire hydrants shall be to the requirements of the local Assistant Fire Marshal.

**B. Sewer**

1. Each building constructed upon the land shall be provided with a private sewage disposal system, in accordance with the Sewage Disposal Regulations of the Province of British Columbia. Proof of acceptance for each site for such disposal system shall be provided prior to approval of any plan of

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B. Sewer Cont'd

Subdivision. Private sewage disposal systems shall not be provided by lagoon systems or by the provision of pump out holding tanks.

C. Gas, Telephone and Electricity

1. The Developers shall arrange for the provision of gas, telephone and electrical service, which shall be provided and constructed in compliance with and according to the specifications of the gas, telephone and electrical utility companies as the case may be.

D. Highways and Walkways

1. All highways, bridges, lanes, walkways and sidewalks, including open ditch 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 approved by the City Engineer.
2. All highways within the land and so designated on the plan shall be surfaced with hot mix asphaltic pavement in accordance with the plans and specifications within By-Law 2630 provided, however, the Developer shall not be required to install curb and gutter or any underground service other than water.

SCHEDULE "G"

Subdivision Plans

The land may be subdivided substantially in accordance with the development plan which is attached hereto as Exhibit "B" to this schedule and which is made part of this agreement.

SCHEDULE "H"

Parks

The Developer shall convey the lands designated as parks on the development plan, being Exhibit "B" to this Land Use Contract, at the time of subdivision of the land to the City of Prince George who shall hold such lands for parks purposes. Not later than two (2) years after the date of registration of the plan of subdivision which creates a park area in the Land Registry Office, the Developer shall remove from the parks all dead falls, accumulation of slash, debris and other hazardous objects, and remove all dead trees so that the area will not present a hazard to those using the park.

SCHEDULE "I"

Development and Services to be Provided or Paid for by the City of Prince George

No development or services to be provided or paid for by the City of Prince George.

SCHEDULE "J"

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Performance Security

The requirements of Section 6, subsection 10 shall apply to cover security to be held by the City of Prince George in lieu of construction and not complete at the time of signing a subdivision plan.

SCHEDULE "K"

Time Schedule

Development of the subdivision shall commence within twelve (12) months of the date of the final passage and adoption of the By-Law authorizing this contract and shall be completed within five (5) years.

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of  
19 77 . **M 12699**

BETWEEN: DAON DEVELOPMENT CORPORATION, a Company duly incorporated under the laws of the Province of British Columbia, and having its registered offices at 505 Burrard Street, in the City of Vancouver, in the Province of British Columbia, (Incorp. # 62459 )

(hereinafter called the "Owner")

OF THE FIRST PART

AND: CHILAKO PROPERTIES INC., a Company duly incorporated under the laws of the Province of British Columbia, and having its registered offices at Suite 700, 550 Victoria Street, in the City of Prince George, in the Province of British Columbia, (Incorp. #130,667)

(hereinafter called the "Purchaser")

OF THE SECOND PART

AND:

CITY OF PRINCE GEORGE, a municipal corporation, 1100 Patricia Boulevard, in the City of Prince George, in the Province of British Columbia.

(hereinafter called the "City")

OF THE THIRD PART

WHEREAS:

- A. the Owner is the Registered Owner of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Prince George, Province of British Columbia and being more particularly known and described as:

Lots 12 - 17, inclusive, District Lot 625, Cariboo District, Plan 13646  
Lot 1, District Lot 625, Cariboo District, Plan 10485  
The NorthWest 1/4 of District 625, Cariboo District, except that part included within the boundaries of Plan 18560  
The SouthWest 1/4 of District Lot 625, Cariboo District, except those parts included within Plans 13483, 13646, 14296, 18560 and H705

(hereinafter called "the Lands")

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- B. the Purchaser is the purchaser in fact of the lands and is the registered holder of the last registered agreement for sale and purchase in respect of the lands by virtue of a Right to Purchase registered in the Prince George Land Registry Office under number K31599 (hereinafter called the "Right to Purchase");
- C. the Purchaser and the City have, pursuant to section 702A of the Municipal Act of British Columbia, entered into an Agreement concerning the use and development of the lands, by virtue of a certain Land Use Contract registered in the Prince George Land Registry Office under number a copy of which is hereunto attached (hereinafter called the "Land Use Contract")
- D. the parties have agreed to enter into these presents in order to give full effect to the said Land Use Contract and to bind the use and development of the lands in accordance with the true intent thereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and conditions herein contained, the parties hereto each covenant and agree with the other as follows:

1. The Owner and the Owner's interest in and to the lands shall be bound by the Land Use Contract and all terms, covenants and conditions therein contained to the intent and of the same force and effect as though the Owner had entered into the Land Use Contract with the City and the same had been executed, delivered and registered as aforesaid against the

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lands prior in time to the execution, delivery  
or registration of the Right to Purchase.

2. The Land Use Contract shall have the full force and effect of a restrictive covenant running with the lands notwithstanding any default by the Purchaser in respect of any of the terms, covenants or conditions contained in the Right to Purchase, and notwithstanding any foreclosure or other proceedings arising out of the Right to Purchase.
3. The Purchaser hereby postpones the Right to Purchase and the Purchasers interest in and to the lands to the Land Use Contract and hereby grants the Land Use Contract priority over the Right to Purchase and the interest of the Purchaser in and to the lands in the same manner and to the same effect as though the Land Use Contract had been executed, delivered and registered against the lands prior in time to the execution, delivery and registration of the Right to Purchase.
4. All parties hereto hereby acknowledge and agree that the use and development of the lands shall be in accordance with the Land Use Contract.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the manner and on the dates hereinafter appearing.

Signed, Sealed and Delivered )  
 by DAON DEVELOPMENT CORPORATION )  
 this )  
 6<sup>th</sup> day of April )  
 1977 )  
 in the presence of: )

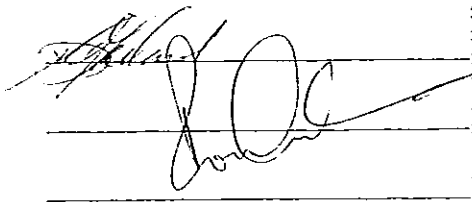
*George C. Reibel* )  
 GEORGE C. REIBEL )  
 )  
*Leslie Taylor* )  
 LESLIE TAYLOR )  
 ASSISTANT SECRETARY )  
*A. Taylor* )

(C/S)

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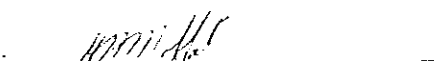
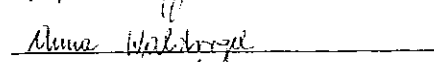
Signed, Sealed and Delivered )  
by CHILAKO PROPERTIES INC. )  
this )  
2nd day of May 1977 )  
in the presence of: )

(C/S)

  
\_\_\_\_\_  
\_\_\_\_\_

The Corporate Seal of )  
City of Prince George )  
was hereunto affixed this 4th )  
day of May 1977 in the )  
presence of: )

(C/S)

  
\_\_\_\_\_  
MAYOR  
  
\_\_\_\_\_  
ASSISTANT CITY CLERK

The Corporate Seal of )  
was hereunto affixed this )  
day of 19 in the )  
presence of: )

The Corporate Seal of City of )  
Prince George was hereunto )  
affixed this day of )  
19 in the presence of: )

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

PARK FORM NO. 205 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

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### Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 2nd day of May, 1977,  
 at Prince George, in the Province of British Columbia,  
 (whose identity has been proved by the evidence on  
 oath-of Paul Bouchard, who is) personally known to me,  
 appeared before me and acknowledged to me that he is the  
CHILAKO PROPERTIES INC. of  
 who subscribed his name to the annexed instrument as President and that he is the person  
CHILAKO PROPERTIES INC. of the said  
CHILAKO PROPERTIES INC. 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 Prince George in the Province of  
 British Columbia, this 3rd day of May,  
 one thousand nine hundred and seventy-seven.

*[Signature]*  
 A Notary Public in and for the Province of British Columbia.  
 A Commissioner for taking Affidavits for British Columbia.

NOTE - WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

PARK STATIONERS & PRINTERS LTD.  
Law and Commercial Stationers  
Vancouver, B.C.

FORM NO. 205 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

### Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 21st day of April, 1977,  
 at Vancouver, in the Province of British Columbia,  
 (whose identity has been proved by the evidence on  
 oath-of LESLIE TAYLOR, who is) personally known to me,  
 appeared before me and acknowledged to me that he is the ASSISTANT SECRETARY of  
DAON DEVELOPMENT CORPORATION and that he is the person  
 who subscribed his name to the annexed instrument as ASSISTANT SECRETARY of the said  
DAON DEVELOPMENT CORPORATION and affixed the seal of the  
DAON DEVELOPMENT CORPORATION  
 to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to  
 the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of  
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,  
 at Vancouver in the Province of  
 British Columbia, this 21st day of April,  
 one thousand nine hundred and seventy-seven.

*[Signature]*  
 A Notary Public in and for the Province of British Columbia.  
 A Commissioner for taking Affidavits for British Columbia.

NOTE - WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.



M 12699

PARK STATIONERS & PRINTERS LTD  
Law and Commercial Stationers  
Vancouver, B.C.

FORM NO. 205 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

### Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 16<sup>th</sup> day of July, 1977,  
 at Prince George, in the Province of British Columbia,  
ARNA WALDVOGEL (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 Clerk  
 CITY OF PRINCE GEORGE, and that he is the person  
 who subscribed his name to the annexed instrument as Clerk of the said  
 CITY OF PRINCE GEORGE and affixed the seal of the  
 SAID 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 16<sup>th</sup> day of July  
 one thousand nine hundred and seventy seven

[Signature]  
 A Notary Public in and for the Province of British Columbia.  
 A Commissioner for taking Affidavits for British Columbia.

NOTE—WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

For (law)

All Survey

Dept.

D. L. 1604  
(NOT A.L.R.)

D. L. 1589  
AGRICULTURAL LAND RESERVE

STAGE 1

STAGE 2

D. L. 1589  
AGRICULTURAL LAND RESERVE

D. L. 1588  
(NOT A.L.R.)

JENSEN  
SUBDIVISION

**CHILAKO PROPERTIES**

TENTATIVE PLAN OF  
PROPOSED SUBDIVISION OF  
LOTS 12 TO 17, PLAN 13646 B  
LOT 1, PLAN 10485 & PARTS OF LOT 1, PLAN 9280  
AND S.W. 1/4 DISTRICT LOT 625 B  
N.W. 1/4 DISTRICT LOT 625  
CARIBOO DISTRICT - BRITISH COLUMBIA

SCALE: 1" = 200'

NOTE: Sewage disposal will be by septic tank and fly field  
or other self-contained system approved by the health  
authorities.  
Roads to be paved or shingle  
Highways are 20' in width

**TABLE OF AREAS**

ROADS	30.7 AC.	6.0%
PARK	11.5 AC.	3.3%
SCHOOL	8.8 AC.	2.3%
COMMON RECREATIONAL	21.8 AC.	6.1%
COMMERCIAL	5.7 AC.	1.3%
ACREAGE LOTS	34.1 AC.	7.9%
TOTAL	343.6 AC.	100.0%
Average lot size	1.74 AC.	
Total road length	20,150 Ft. approx.	

**POPULATION ESTIMATE**

DWELLING UNITS	POPULATION	ELEMENTARY SCHOOL PUPILS
178	692	136

**RECEIVED**  
JUN 23 1978  
PLANNING DEPARTMENT  
CITY OF PRINCE GEORGE  
M.S. 03029, B. 43  
L.S. 03029-100, -101  
P.O. BOX 6000  
JUNE 19, 1978

CHILAKO PROPERTIES  
D. L. 625  
PRINCE GEORGE  
BURNETT RESOURCE SURVEYS