STAFF REPORT TO COUNCIL
PLANNING AND DEVELOPMENT

1100 Patricia Boulevard, Prince George, B.C., V2L 3V9

DATE: April 10 2013

TO: MAYOR AND COUNCIL

FROM: JESSE DILL, PLANNER

SUBJECT: Land Use Contract Application No. LU000035, Bylaw No. 8509 to discharge the Land Use Contract registered as Land Title Office Document No. L16410 as authorized by Bylaw No. 2769, 1976; Land Use Contract Application No. LU000038, Bylaw No. 8510 to discharge the Land Use Contract registered as Land Title Office Document No. O992 as authorized by Bylaw No. 3321, 1979; and, Rezoning Application No. RZ100428, Bylaw No. 8511 to amend City of Prince George Zoning Bylaw No. 7850, 2007.

Applicant: Fraser Hall for Dr. Lydia T. Naccarato Inc. No. 449807
Location: 6691 Hart Highway

ATTACHMENT(S):
- Location & Existing Zoning Map
- Appendix “A” to Bylaw No. 8509
- Appendix “A” to Bylaw No. 8510
- Appendix “A” to Bylaw No. 8511
- Land Use Contract Bylaw No. 2769, 1976
- Land Use Contract Land Title Office Document No. L16410
- Land Use Contract Bylaw No. 3321, 1979
- Land Use Contract Land Title Office Document No. O992
- Supporting Documents
PURPOSE:
The applications in this report propose to rezone the subject property from C4: Local Commercial to C6: Highway Commercial, and discharge two Land Use Contracts that limit the allowable land uses on-site to a pool hall and a laundromat. The applicant intends to consolidate the subject property (6691 Hart Highway) with the adjacent property (6753 Hart Highway) to facilitate commercial development (see Exhibit “A”).

Site Characteristics

- Current Use: Commercial Building
- Site Area: 1469 m²

Official Community Plan

- Proposed Future Land Use: Business District – Service Commercial
- OCP Growth Management: Growth Priority

Zoning Bylaw

- Current Zoning: C4: Local Commercial
- Proposed Zoning: C6: Local Commercial

Surrounding Land Uses:

- North: Hart Highway, Vacant Commercial Lot
- South: Recycling Depot
- East: Hart Highway (Highway 97)
- West: Restaurant, Madill Place

RECOMMENDATIONS:

1. THAT Council RECEIVE Application No. LU000035 to discharge the Land Use Contract registered as Land Title Office Document No. L16410 as authorized by Bylaw No. 2769, 1976, from the legal title of Lot B, District Lot 4047, Cariboo District, Plan 22563, as shown on Appendix “A” to Bylaw No. 8509.

2. THAT Council RECEIVE Application No. LU000038 to discharge the Land Use Contract registered as Land Title Office Document No. 0992 as authorized by Bylaw No. 3321, 1979, from the legal title of Lot B, District Lot 4047, Cariboo District, Plan 22563, as shown on Appendix “A” to Bylaw No. 8510.

3. THAT Council RECEIVE Application No. RZ100428 to amend City of Prince George Zoning Bylaw 7850, 2007 by Rezoning Lot B, District Lot 4047, Cariboo District, Plan 22563 from C4: Local Commercial to C6: Highway Commercial, as shown on Appendix “A” to Bylaw No. 8511.

4. THAT should these applications be supported, Final Reading of Bylaws No. 8509, 8510, and 8511 BE WITHHELD until the following requirement has been met to the satisfaction of the Director of Planning and Development:
   a) Receipt of a Traffic Impact Study with any recommendations addressed
POLICY ANALYSIS:

The subject property is designated as Service Commercial on Schedule B6: Future Land Use of the City of Prince George Official Community Plan. Service Commercial areas support auto-oriented commercial uses in highly accessible locations. Service Commercial Policy 8.3.72 states that the “City should permit uses that include tourist accommodation and ancillary uses, and retailers that are accessed primarily by vehicle.” The subject property’s high-visibility and accessible Highway location is consistent with the intent of the Service Commercial designation.

Schedule B-4: Growth Management of the Official Community Plan designates the subject property as a Growth Priority where new development and infill is encouraged. This area is prioritized for growth because of its central location along two major roads (Hart Highway and Austin Road) and its access to City servicing. The development of the subject property and surrounding area would contribute to the creation of a complete community where varied commercial and retail uses serve nearby residents and travelers along Hart Highway.

The proposed rezoning of the subject property from C4: Local Commercial to C6: Highway Commercial is consistent with the Official Community Plan.

REGULATORY ANALYSIS

ZONING BYLAW
The subject property is zoned C4: Local Commercial to provide for smaller-scale commercial land uses that serve nearby residents. The applicant is requesting to rezone the subject property to C6: Highway Commercial to allow for a wider range of commercial land uses.

If the rezoning is approved, the applicant intends to consolidate the subject property with the adjacent lot (6753 Hart Highway) and construct a 977 m² drug store building and a 325m² commercial drive-thru building. The adjacent property is currently zoned C6. Rezoning the subject property from C4 to C6 would establish the same zoning for the consolidated site, and allow for the development of the drive-thru building for a commercial, financial, or restaurant tenancy.

Preliminary drawings and designs of the proposed development are shown in the supporting documents of this report. The final design of the development may change based on the outcome of a traffic impact study recommended prior to Final Reading of this application, or as part of the commercial development permit process required prior to new construction. The commercial development permit process ensures new development is consistent with the Zoning Bylaw and the Commercial Development Permit Guidelines.

The C6 zone is appropriate for the subject property’s Highway location and Service Commercial designation in the Official Community Plan. The rezoning would bring the subject property into uniformity with the surrounding properties that are all zoned C6. Therefore, the Department supports the proposed rezoning of the subject property from C4: Local Commercial to C6: Highway Commercial.

LAND USE CONTRACTS
A Land Use Contract exists between the owner of a specific property and the municipality. This approach was used through the 1970s as a means to negotiate the terms and conditions of subdivision and development in a City or Regional District. The contract may describe the subject lands, the uses permitted, the regulations for siting of building, the use of parks, landscaping requirements, and other development criteria. Many Land Use Contracts are still in effect throughout the City of Prince George. The regulations of a Land Use Contract on a legal property title supersede City zoning or subdivision regulations on that land.

Pursuant to s. 930 (2) of the Local Government Act, a Land Use Contract that is registered in a land title office may be amended (modified, varied or discharged) by bylaw, with the agreement of the local government, and the owner of any property that is described in the bylaw as being covered by the amendment.

There are two Land Use Contracts registered to the legal title of the subject property that regulate land use. Land Use Contract, Bylaw No. 2769. 1976 restricts the permitted land uses to a Recreational Family Centre that may include a pool hall, sale of pool hall equipment, and non-commercial recreational uses. Land Use Contract, Bylaw No. 3165, 1979 added Laundromat as a permitted use within a specified area of the subject property.
The Department recommends discharging both Land Use Contracts to bring the subject property under the land use regulations of the City of Prince George Zoning Bylaw (2007). If the rezoning proposed in this report is approved, the subject property’s zoning would change from C4: Local Commercial to C6: Highway Commercial.

OTHER CONSIDERATIONS:

TRANSPORTATION
The subject property fronts Hart Highway Frontage Road with access and egress to the Hart Highway. The Ministry of Transportation and Infrastructure requires a Traffic Impact Study be completed to identify the traffic impacts of the proposed drug store and drive-thru building and any needed improvements to Highway infrastructure in the area. The Department recommends that Final Reading be withheld until a Traffic Impact Study has been completed to the satisfaction of the Director of Planning and Development.

LAND USE IMPACTS
The subject property is located near an established highway commercial intersection (Hart Highway and Austin Road). The commercial uses proposed on the subject property complement those uses that already exist in the immediate area (e.g. Service Station, Restaurant, Health Service, Retail, Grocery Store). The concentration of commercial uses nearby major intersections allows people to conveniently access multiple services within a short distance. The finalized plans for developing the site must demonstrate adequate parking, landscaping, and building design as part of the commercial development permit process. For these reasons, rezoning the subject property from C4 to C6 is anticipated to have a positive land use impact in the area.

ALTERNATIVES:
1. Approve the applications
2. Approve the applications as amended
3. Reject or refuse the applications
4. Defer or otherwise deal with the applications

The Planning and Development Department recommends that Council approve the applications.

SUMMARY AND CONCLUSION:
The Planning and Development Department recommends that Council approve the applications to discharge two Land Use Contracts and rezone the subject property from C4: Local Commercial to C6: Highway Commercial. These applications facilitate commercial development with auto-oriented land uses that are consistent with the Official Community Plan.

Respectfully submitted:

Jesse Dill
Planner
Community Planning Division

To: Mayor and Council
Discharge the Land Use Contract registered as Land Title Office Document No. L16410 as authorized by Bylaw No. 2769, 1976
Discharge the Land Use Contract registered as Land Title Office Document No. 0992 as authorized by Bylaw No. 3321, 1979
Appendix "A" to Bylaw No. 8511
Lot B, DL 4047, CD, Plan 22563

Rezone from C4: Local Commercial to C6: Highway Commercial
CITY OF PRINCE GEORGE

BY-LAW NO. 2769

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 two thirds 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 and notice has been given according to By-Law.

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 1, Plan 12900, District Lot 4047 to permit utilization of the presently used Hart Pentecostal Church as a recreational family centre. Location: West side of the Hart Highway, north of the previously operated J & B Market. Applicant: Silver Cue Enterprises Ltd.

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 38-75, By-Law No. 2769, 1975".


ALL THREE READINGS PASSED BY A 3/4 MAJORITY DECISION OF ALL MEMBERS OF THE CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

APPROVED UNDER SECTION 4 (2) OF THE CONTROLLED ACCESS HIGHWAYS ACT THIS 13th DAY OF August , 1975.

[Signature]
for Minister of Highways

RECONSIDERED, FINALLY PASSED AND ADOPTED THIS THE 16th DAY OF February , 1976, BY A UNANIMOUS DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

[Signature]
MAYOR

[Signature]
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 17th day of February , 1976.

[Signature]
CLERK OF THE CITY OF PRINCE GEORGE
Serial No. 16410
Application No. 16410

CHARGE

Applicant

Full address

Nature of Charge: Boy

Remarks: See file

Marked up by: Reference

Drafted by: Date: 19

Marked off by:

Checked by:

Name indexed by:

Compared by:

* R.C. 81
LAND USE CONTRACT

This Agreement made the 15th day of March, 1976

BETWEEN:

CITY OF PRINCE GEORGE

(hereinafter called the Municipality of the First Part)

AND:

Matte Investments Ltd.,
Hart Shopping Centre Ltd.,
813 Victoria Street,
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 REGISTRATION

[Signature]

Substituted Form

Interest

[Printed Name]

[Street Address & Telephone Number]
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:

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:

   Owner

   Land
   Lot B
   Plan 22563
   District Lot 4047
   Cariboo District

   (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 plan set out in Schedule "B" hereto.

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.
5. 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.

6. 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.

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

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

9. 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 'E' hereto.

10. 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.

11. 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.

12. 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.

13. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule 'G' hereto.
14. 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 paragraph 6 to 11 hereof shall be paid for by the Developer.

15. 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.

16. 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.

17. The Developer shall provide the Municipality with the security set out in Schedule "K" hereto to guarantee performance hereof.
18. 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.

19. 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.

20. 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 of the parties so require.

21. 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 23rd day of June 1975.

This Agreement was approved on the 16th day of February 1975 by a vote of two-thirds of all the members of Council. By-law 2766

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:

[Signatures and seals]
ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 15th day of March, 1976, at Prince George in the Province of British Columbia, C. P. Pattullo 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 15th day of March in the year of our Lord one thousand nine hundred and seventy-six.

[Signature]

A Commissioner for taking Affidavits for British Columbia.

Page 8 of 23
ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 15th day of March, 1976, at Prince George, in the Province of British Columbia, Louis Matte (whose identity has been proved by the evidence of oath of ), who is personally known to me, appeared before me and acknowledged to me that he is the President of Matte Investments Ltd., and that he is the person who subscribed his name to the annexed Instrument as President of the said Company, and affixed the seal of 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 15th day of March, in the year of our Lord one thousand nine hundred and seventy-six.

[Signature]

A Commissioner for taking affidavits for British Columbia
ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 15th day of March, 1970, at Prince George, 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 President of Yellowhead Shopping Centre Ltd., and that he is the person who subscribed his name to the annexed Instrument of the said and affixed the seal of the said 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 Prince George, in the Province of British Columbia, this 15th day of March, in the year of our Lord one thousand nine hundred and seventy.

A Commissioner fortaking affidavits for British Columbia.
LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use.

Recreational Family Centre which may contain
a) Pool Hall
b) Storage and Retail sales of equipment for recreation room use such as cues, pool tables.
c) Non commercial recreational uses
LAND USE CONTRACT

Schedule "B"

Plot Plan and Specifications:

Site Area

Yards front
  rear
  side

Site Coverage

Height of Building and Structures
  maximum
  minimum

Floor Space ratio

Minimum floor area

Number of Units

Plan Prepared by Stuart Ross, Sheets A1 to A5, inclusive, dated January 27th, 1976. Further the developer shall refinish the outside of the existing building.

See plan attached and marked Exhibit 'B'
For Blank(s)/Document(s)

See 7a5

Buy File

Denny Dept.
LAND USE CONTRACT
Schedule "C"

Off Street Parking:
- Total Area
- Number of spaces
- Size of Spaces
- Surfacing
- Lighting
- Signs
- Access
- Plan

See Exhibit 'B'

Off Street Loading:
- Total Area
- Size of Area
- Location
- Surfacing
- Lighting
- Signs
- Access
- Plan

See Exhibit 'B'
LAND USE CONTRACT

Schedule "D"

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Buildings & Structures:

Plans

Specifications

See Exhibit 'B'

Landscaping, Surface Treatment, Fences and Screens

Plans

Specifications

See Exhibit 'B'
LAND USE CONTRACT

Schedule "E"

Utilities:
Water
Sewer
Gas
Telephone
Electricity
Plans
Specifications
Locations

To be provided as required by Municipal & Provincial statutes
LAND USE CONTRACT
Schedule "F"

Highways, Bridges, Lanes, Walkways:
- Plans
- Specifications

Street Lighting:
- Plans
- Specifications

Boulevards:
- Plans
- Specifications

Not applicable

Signs:
- Plans
- Specifications
**LAND USE CONTRACT**

*L 16410*

**Schedule "g"**

### Subdivision Plans

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### Highways

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LAND USE CONTRACT

Schedule "H"

Parks, Public Space and Recreational Facilities:

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</table>
LAND USE CONTRACT

Schedule "1"

Development and Service to be provided or paid for by the Municipality.

None
LAND USE CONTRACT

Schedule "J"

Works and Services to be Maintained and Operated by the Developer

None
LAND USE CONTRACT

Schedule "K"

Performance Security:

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

\[ \begin{align*}
\text{Declared Value of Improvements} & \quad 60,000.00 \\
5\% \text{ of Declared Value} & \quad 3,000.00
\end{align*} \]

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.
LAND USE CONTRACT

Schedule "L"

Item to be Provided, Constructed Located, Developed:

Total development

Date of Completion:

2 years after final passage and adoption of authorizing By-Law.
CITY OF PRINCE GEORGE

BY-LAW NO. 3321

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 the majority of the members of Council present and eligible to vote;

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 and notice has been given according to By-Law.

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 the Land Use Contract attached hereto as Schedule "A" and forming part of this By-Law with respect to Lot B, District Lot 4047, Cariboo District, Plan 22563 to permit the additional use of Portion of premises for laundromat facilities. Location: 6691 Hart Highway. Applicant: Silver Cue Enterprises Ltd.

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 By-Law No. 3321, 1978."

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

I hereby certify that the above is a true copy of the original By-Law as passed by three readings of the same as outlined above.

CLERK OF THE CITY OF PRINCE GEORGE

APPROVED UNDER SECTION 4 (2) OF THE CONTROLLED ACCESS HIGHWAYS ACT

For Minister of Highways
Approving Officer, Ministry of Highways and Public Works

RECONSIDERED, FINALLY PASSED AND ADOPTED THIS THE 2nd DAY OF January, 1979, BY A UNANIMOUS DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

MAYOR

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 2nd day of January, 1979.

CLERK OF THE CITY OF PRINCE GEORGE
Cor	acted/Phonell: S · I

Application No.

CHARGE

Applicant

Full address

Nature of Charge

Remarks

See Pat Bay File

Marked up by

Reference

Drafted by

Date 19

Marked off by

2015 $005.00

Checked by

PRINCE GEORGE

Name indexed by

L.R.A.

Amount Paid

Compared by

★ R. C. 81

- 9 JAN 7.9
This Agreement made the 8th day of Nov., 1978,

BETWEEN:

CITY OF PRINCE GEORGE

(hereinafter called the Municipality of the First Part)

AND:

Silver Cue Enterprises Ltd. (inc. # 117698)
6691 Hart Highway,
Prince George, B.C.
V2K 3A5

(hereinafter called the Developer of the Second Part)

WHEREAS the Municipality, pursuant to Section 702 A 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 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, and conditions and for the consideration hereinafter set forth;

MEMORANDUM OF REGISTRATION

Re: Application to enter into the above mentioned contract

Accepting Officer, Ministry of Highways and Public Works
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 a majority of the members of Council present 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:
SCHEDULE "A" TO BY-LAW NO. 3321

Owner: 1. (Cont'd):

Lot B,
District Lot 4047,
Plan 22563,
Cariboo District

(hereinafter called the "Land")

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.

By-Law and Municipal Act Application

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

Payment

4. Except as otherwise specifically provided herein the entire cost of the development of the land including the provision of all services shall be paid for by the Developer.

Ownership

5. All works, and services, buildings, structures, pipes and fixtures and developments 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
5. (Cont'd) Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

6. 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 5 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works, 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.

7. 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 "B" hereto.
SCHEDULE "A" TO BY-LAW NO. 3321

Page 6.

8. Notwithstanding the provisions of Section 5 and 6 hereof the Developer covenants and agrees:

(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 the date of acceptance thereof by the Municipality.

(b) To remedy any defects appearing within a period of one (1) year from the date of such acceptance 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 Municipality, 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 Municipality may complete the works at the cost of the Developer and bill the Developer accordingly. The Developer will, upon receipt of the Municipality's bill for such works, pay to the Municipality the sum specified therein. It is understood that the Municipality may do such work either by
8. (Cont'd) itself or by contractors employed by the Municipality.

Registration

90. 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 702 A (4) of the Municipal Act.

Interpretation

10. 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

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

Compliance with By-Laws

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

Termination

13. (1) The Municipality may, by resolution adopted by the affirmative vote of the majority of the members of Council present, at any time, on or after ten (10) years from the date of registration of this Agreement in the Land Registry Office
SCHEDULE "A" TO BY-LAW NO. 3321

Termination

13. (1 Cont'd) 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.

A Public Hearing on the Agreement was held the 13th day of November 1978.

This Agreement was approved on the 2nd day of January 1979, under By-Law No. 3321 by a majority vote of the members of Council present.

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:

[Signatures]

Mayor

Clerk
SCHEDULE "A" TO BY-LAW NO. 3321

THE CORPORATE SEAL OF Silver Cue Enterprises Ltd. was affixed in the presence of:

landı
(name)

661 Kent Highway (address)

Business Man (occupation)

SIGNED, SEALED AND DELIVERED in the presence of:

______________
(name)

______________
(address)

______________
(occupation)
ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 8th day of Nov., 1976, at Prince George, in the Province of British Columbia, (whose identity has been proved by the evidence-on-oath of Wilfred Mohr, who is personally known to me, appeared before me and acknowledged to me that he is the President of Silver Creek Enterprises Ltd., and that he is the person who subscribed his name to the annexed Instrument as President of the said Company, 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 Seal of Office, at Prince George in the Province of British Columbia, this 8th day of Nov., in the year of our Lord one thousand nine hundred and Seventy-eight.

A Commissioner for taking Affidavits for British Columbia.

K C S Luttlell
ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 12th day of January, 1977, at Prince George in the Province of British Columbia, 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 12th day of January, in the year of our Lord one thousand nine hundred and seventy-seven.

[Signature]

A Commissioner for taking Affidavits for British Columbia.

K Zandberg
SCHEDULE "A" TO BY-LAW NO. 3321

SCHEDULE "A"

Schedule of permitted land use:

Laundromat for that portion of the existing building outlined in red on the plan attached hereto as Appendix "A" to Schedule "A".

Special Conditions:

1. The Developer shall construct or otherwise complete landscaping, drainage, water, sewerage and hot mix asphaltic concrete in accordance with the plans and specifications set out on the plan attached hereto as Appendix "A" to Schedule "A".
THIS AGREEMENT dated for reference the 10th day of NOVEMBER, 1976.

BETWEEN: MATTE INVESTMENTS LTD. (INC. #60429)

AND:

HART SHOPPING CENTRE LTD. (INC. #108746)

(hereinafter called the "Owner")

OF THE FIRST PART

AND: SILVER-CUE ENTERPRISES LTD. (INC. #117698)

(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:

LOT B
DISTRICT LOT 4047
CARIBOO DISTRICT
PLAN 22563

(hereinafter called the "lands");
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 (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.

NOWTHEREFORE 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 thereon 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 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 Purchaser's 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

this day of 19

in the presence of:

[Signature]

MATTE INVESTMENTS LTD

Signed, Sealed and Delivered by

this day of 19

in the presence of:

[Signature]

HART SHOPPING CENTRE LTD
The Corporate Seal of

was hereunto affixed this
day of 19 in the
presence of:


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
ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 10th day of November, 1978, at Bence George, in the Province of British Columbia, Marie A. R. Matte (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 is the Secretary of Matte Investments Ltd., and that he is the person who subscribed his name to the annexed instrument as Secretary of the said Matte Investments Ltd., and affixed the seal of the said company to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Bence George, in the Province of British Columbia, this 10th day of November, one thousand nine hundred and seventy-eight.

[Signature]

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

G. Graeme Clarke
Commissioner for taking Affidavits for British Columbia.
ACKNOWLEDGMENT FOR OFFICER OF CORPORATION

I Hereby Certify that on the 10th day of November, 1976, at Prince George, in the Province of British Columbia,

WILFRED W. MONK

(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 President of Silver Cue Enterprises Ltd., and that he is the person who subscribed his name to the annexed Instrument, as President of the said Silver Cue Enterprises Ltd. and affixed the seal of the said Company to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and to 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, British Columbia this 10th day of November, in the year of our Lord one thousand nine hundred and seventy-six.

[Signature]

NOTE—Where the person making the acknowledgment is personally known to the officer making the same proof, the same may be made without the taking of an oath, but the same is to be made in brackets.

[Signature]
LAND REGISTRY ACT

ACKNOWLEDGMENT FOR OFFICER OF CORPORATION

I certify that on the 10th day of November 1976 at Vancouver, 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 the 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 to 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 this day of November, in the year of our Lord one thousand nine hundred and

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the name in brackets.
This is Exhibit __ to Schedule __ forming part of the Land Use Contract between the City of Prince George and Silver Creek Excavating Ltd. covered under Exhibit __, dated this the 8th day of __, 19__.

(Signature)

K.C.B. Britten
5 HOARE PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

File Survey Dept.
LEGEND

1 - DEVELOPMENT MONUMENT FREESTANDING SIGN. 24' HIGH, WITH FOUR DOUBLE-SIDED ILLUMINATED SIGNBOXES

2 - STANDARD 2'xVARIED LENGTH FASCIA ILLUMINATED SIGNBOXES. FINAL SIGNAGE TEXT AND LOGOS TO BE DETERMINED BY TENANT.

3 - MULTI-FACED FASCIA ILLUMINATED SHOPPERS DRUG MART SIGN & LOGO. COMPOSED OF ONE STYLIZED ILLUMINATED SIGN BOX, 28" HIGH ILLUMINATED INDIVIDUAL LETTERS ("SHOPPERS"), AND 17" (+/-) HIGH ILLUMINATED INDIVIDUAL LETTERS ("DRUG MART")

4 - MULTI-FACED NON-ILLUMINATED WHITE CUTOUT 9" HIGH (AT "V") LETTERS ("VISIT US AT SHOPPERSDRUGMART.CA"), PIN-MOUNTED TO RADIUSED CANOPY FACE.

5 - ENTER / EXIT ILLUMINATED FREESTANDING SIGNS. VINYL GRAPHICS APPLIED TO BOTH SIDES OF TOP PANEL

6 - SQUARE 4'10"x4'10" FASCIA ILLUMINATED BRAND SIGNBOXES WITH VARIOUS LOGOS, AS SHOWN.

A - SCALE: 1/4" = 1'-0"

B - PROJECT:

C - DRAWING:

D - DRAWN BY:

E - SEALS:

F - THESE DESIGN DOCUMENTS ARE PREPARED SOLELY FOR THE USE BY THE PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS ENTERED INTO A CONTRACT. THEY ARE NOT TO BE USED BY ANY PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS NOT ENTERED INTO A CONTRACT.
### Signage Calculator

**Fraser Hall - PG**

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<th>Location</th>
<th>Frontage</th>
<th>Fascia</th>
<th>Fascia Alt</th>
<th>Fascia Ext</th>
<th>Canopy</th>
<th>Canopy Alt</th>
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Rezoning and Development Permit Rationale:

The subject site is located at 6691 and 6753 Hart Hwy and currently zoned C4 – Local Commercial and C6 – Highway Commercial. The application contemplates consolidation through subdivision of the two parcels into one with a rezoning of 6691 Hart Hwy to C6 – Highway Commercial to allow for expanded use of the site and the ability to have a Drive-In Restaurant. As part of the application, Development Variance Permits will be sought to allow for a reduction in the required parking and an increase in the total signage area/percentage for the site based on Gross Floor Area.

The subject site is bordered to the North by Richet Street/Hart Highway/RS1m – Suburban Residential, to South by C6 – Highway Commercial/Austin Road, to the West by Madill Road/C6 – Highway Commercial and to the East by Richet Street (frontage)/Hart Highway/RS1m – Suburban Residential/C2 – Regional Commercial.

The proposal is to develop two free-standing commercial retail buildings on the site. The larger building is proposed for an anchor tenant and the smaller building would be left more flexible. The smaller building is proposed to be in three structural bays with a drive-thru lane allowing for leasing options for one to three tenants. The anchor tenancy is proposed to follow a corporate proto-typical form in terms of building massing, material use and signage. The smaller commercial building will serve to emulate the architecture of the anchor tenant’s building for overall architectural continuity on the site. The buildings are located to take advantage of the irregular shape of the subject site while maximizing retail exposure, partially screening parking and allowing for meaningful landscape treatments along the street frontages.

One variances is sought to Zoning Bylaw No. 7850 for this proposal under the proposed C6 – Highway Commercial zoning. The variance is for the number of required parking stalls for commercial use. Given that the end use of the smaller commercial building proposed on the subject site has not yet been determined we want to allow for a wide range of uses. The highest use in terms of parking is General Retail at 5 stalls/100sm gross floor area (GFA). If this is the worst case scenario both proposed buildings fall under General Retail use for the parking count for a total of 65 required parking stalls. If the proposed smaller building was used for a Drive-In Restaurant the total required parking count for the subject site will fall to 56 stalls and under Financial Service the required parking count will be 60 stalls. The possible range of required parking stalls for this proposal is from 56 to 65 stalls.
The variance for required parking from 65 stalls to 60 stalls is sought with the following rationale:

- The proposal is seeking the worst case scenario for General Retail use and may fall back under the requirements of the zoning bylaw once a tenant or tenants for the space are determined and the use of the smaller building has been defined.
- The allowance for the possibility of smaller commercial units ranging from 110sm to 325sm is desirable from an area and planning perspective and requires some flexibility to the parking count. This will allow the project to remain viable and flexible in the future without needing further variances.
- The proposal seeks to find a balance between built-form, paving and landscape on the site while allowing for vehicle maneuvering and snow storage.
- The economic viability of the subject site requires the minimum building area proposed to balance the cost of the development.
- The parking requirements for the City of Prince George are significantly higher than other jurisdictions/communities of similar size for the same worst case scenario for the proposed General Retail use for this site.

**Kamloops** (population 84,495)

General Commercial Use – parking stall requirement, 4.0 stalls/100sm GFA
Total parking stalls required in Kamloops for this proposal = 52 stalls

**Kelowna** (population 117,312)

General Commercial Use – parking stall requirement, 4.4 stalls/100sm GFA
Total parking stalls required in Kelowna for this proposal = 57 stalls

Note: In both of the above jurisdictions a parking variance would not be required for this proposal.

A second variance is sought for this proposal under the requirements of the Sign Bylaw No. 7202. The variance is for the maximum signage area permitted under the gross floor area calculation method. The proposal is to build a total of 1302sm of Gross Floor Area. This would allow for a total of 6% or 78.12sm of signage area on the overall site with exclusion for lifestyle and directional free-standing signage. The proposal is for the allowance of 84.49sm of total site signage area which translates into 6.5% of the Gross Floor Area. Therefore the variance request for total site signage area will be 0.5% or 6.37sm.
The rationale for the variance is as follows:

- The building signage is disbursed on multiple faces and is not concentrated on building facades facing directly onto the multiple street frontages for the site.
- The development only contemplates one monument sign for the proposed development, located on Hart Highway frontage.
- The building signage that is concentrated at the main entrances to the two proposed buildings is focused inward on the site.
- The subject site is unique in shape and addresses multiple street frontages on three of four sides. Given the building locations and exposure on the site the building and site signage needs to compliment the site/context conditions.
- The tenancy of the smaller commercial building has not been decided and the client is looking for the flexibility to allow for one to three tenants. The possibility of three smaller tenants will increase the signage requirements for the smaller building.
- The Sign Bylaw total signage area calculation is based only on percentage of Gross Floor Area and does not contemplate the vertical height of the proposed development or the scale and proportion of the signage to the building façade area. The proposal meets the requirement for signage area on any building frontage. The overage in the total site signage area is caused by the inclusion of the area of the single monument.