

REGIONAL DISTRICT OF NORTH OKANAGAN

BY-LAW NO. 96

A By-law for the ratification of an agreement with
Countryside Estates Ltd. to provide for the develop-
ment of certain lands.

The Regional Board of the Regional District of North Okanagan in open meeting assembled enacts as follows:

1. The Agreement made between the Regional District of North Okanagan and Countryside Estates Ltd to provide for the development of

Part of Lot 8, Plan 3293, Except Plans 14695 and 22706, SW 1/4, Section 12, Township 8, O.D.Y.D., Electoral Area "B",

AND attached hereto as Appendix "A" is hereby ratified and the Chairman and Secretary are hereby authorized to execute same on behalf of the Regional District.

2. This By-law may be cited as "Land Use Contract Agreement By-law No. 96, 1973".

READ A FIRST TIME this 12th day of December, 1973.

READ A SECOND TIME this 12th day of December, 1973.

READ A THIRD TIME this 9th day of January, 1974.

Advertised on the 2nd day of January, 1974, and the 3rd day of January, 1974, and a Public Hearing held pursuant to the provisions of Section 798A(3a) of the Municipal Act on the 9th day of January, 1974.

Received the approval of the Department of Highways this _____ day of _____, 1974.

Received the approval of the Lieutenant Governor in Council this 21st day of March, 1974.

RECONSIDERED AND ADOPTED this 25th day of September, 1974.



SECRETARY-TREASURER


CHAIRMAN

I hereby certify the foregoing to be a true and correct copy of By-law No. 96, cited as "Land Use Contract Agreement By-law No. 96, 1973" as read a third time by the Regional Board on the 9th day of January, 1974.


SECRETARY-TREASURER

I hereby certify the foregoing to be a true and correct copy of By-law No. 96, being "Land Use Contract Agreement By-law No. 96, 1973" as reconsidered and adopted by the Regional Board on the 25th day of September, 1974, upon affirmative vote in accordance with the provisions of Section 778(2) of the Municipal Act.


SECRETARY-TREASURER

E.E.P.

LAND USE CONTRACT

THIS AGREEMENT made the 25th day of September A.D., 19 74.

BETWEEN:

THE REGIONAL DISTRICT OF THE NORTH OKANAGAN

(hereinafter called the "District")
OF THE FIRST PART

AND:

COUNTRYSIDE ESTATES LTD., a company duly incorporated pursuant to the laws of the Province of British Columbia having a registered office at 3317 - 30th Avenue, City of Vernon, Province aforesaid.

(hereinafter called the "Developer")
OF THE SECOND PART

WHEREAS the District, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the District, 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 Regional Board 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 District a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the District or Section 712 or 713 of the Municipal Act or both, and has requested

that the District enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Regional Board of the District, having given due consideration to the criteria set forth in Sections 702(2) and 702 (1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained;

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

1. The Developer is the owner of the Right to Purchase under an Agreement for Sale of Land, dated the twenty-third (23) day of October, 1968, assigned to the Developer by a Purchaser's Assignment of Agreement for Sale of Land dated the first (1) day of August, 1972, and registered in the Land Registry Office, Kamloops, B. C., under number G35279, of all and singular that certain parcel or tract of land and premises, situate, lying and being in the Vernon Assessment District and the Vernon Irrigation District in the Province of British Columbia, and being more particularly known and described as:

Lot 8
Section 12
Township 8
Osoyoos Division Yale District
Plan 3293
Except Plan 14695 and Plan 22706

(hereinafter called the "land")

2. The land, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purposes specified in Schedule "A" hereto and for none other.

3. No building or structure shall be constructed, re-constructed, altered, moved or extended upon the land, except in compliance with the specification set out in Schedule "B" hereto.
4. No sign shall be erected upon the land or any building or structure thereon except those permitted by the By-laws for the District pertaining to signs for the user specified in Clause 2 of this Agreement.
5. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the specifications set out in Schedule "B" hereto.
6. Domestic water, shall be placed, provided and constructed in compliance with and according to the specifications set out by the Vernon Irrigation District subject to the payment of land charges and subject to deposit for installation of waterworks required by the Vernon Irrigation District.
7. Telephone and electricity shall be placed, provided and constructed in compliance with and according to the specifications set out in Schedule "C".
8. All highways, including drainage and surfacing, shall be provided, located and constructed in compliance with the specifications set out by the Department of Highways.
9. The Developer promises to pay to the District, on the execution of this contract by the District, the sum of One Hundred Dollars (\$100.00) per lot in lieu of transferring part of the land to the District for parks, public space, playgrounds or other recreational use.

10. No land shall be subdivided except in compliance with and according to the plan attached hereto and marked as Schedule "D".

11. The entire cost of the development of the land including the provision of all services and the provision and construction of the items referred to in this Agreement shall be paid for by the Developer, provided that the Developer shall not be required to provide any services or utilities except as expressly provided in this Agreement.

12. The Developer covenants and agrees to pay all costs including legal fees and disbursements incurred directly or indirectly as a result of the preparation and registration of this Land Use Contract and any by-law required to implement the terms hereof.

13. The Developer covenants and agrees to indemnify and save harmless the District and its servants, agents and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought or made against the District or its servants, agents and employees, resulting directly or indirectly from the failure of the Developer to perform his covenants herein contained.

14. The District hereby covenants and agrees with the Developer to permit the Developer to use the lands in accordance with the terms and conditions herein contained.

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

LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use.

Only those uses which are permitted in the
One family residential (R-1) Zone as set out in the
District's Zoning By-law #62, 1972, and amendments thereto.

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[Handwritten signature]

LAND USE CONTRACT

Schedule "B"

The Specifications required by the District pursuant to the Zoning By-law No. 62, 1972, and amendments thereto.

[Faint handwritten signature]

[Handwritten signature]

LAND USE CONTRACT

Schedule "C"

Utilities

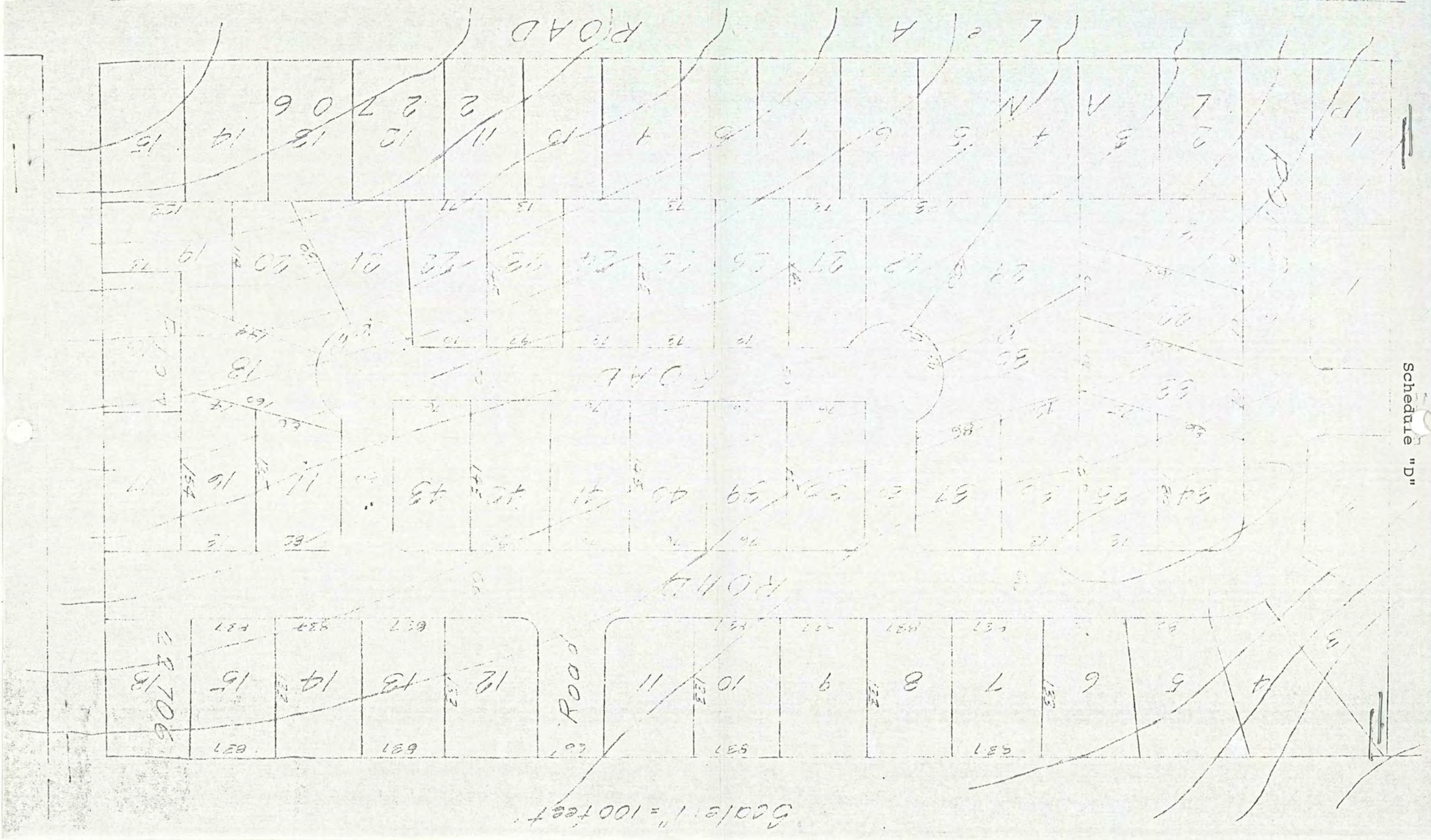
Telephone - Underground telephone services by Okanagan Telephone Company in accordance with its specifications and requirements.

Electricity - Underground electrical services by British Columbia Hydro and Power Authority in accordance with its specifications and requirements.

lm

LAND USE CONTRACT

Schedule "D"



Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 23rd day of November, 19 73,
at Vernon, in the Province of British Columbia,
~~(whose identity has been proved by the evidence on~~
~~oath of~~ Erwin Mueller, who is) personally known to me,
appeared before me and acknowledged to me that he is the president/secretary of
Countryside Estates Ltd., and that he is the person
who subscribed his name to the annexed instrument as president/secretary of the said
Countryside Estates Ltd. 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 Vernon in the Province of
British Columbia, this 23rd day of November
one thousand nine hundred and seventy-three



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.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 27th day of September, 19 74,
at Vernon, in the Province of British Columbia,
~~(whose identity has been proved by the evidence on~~
~~oath of~~ R.W. Postill & P. Mackiewich, who is) personally known to me,
appeared before me and acknowledged to me that he is the Chairman/Secretary of
THE REGIONAL DISTRICT OF THE NORTH OKANAGAN, and that he is the person
who subscribed his name to the annexed instrument as Chairman/Secretary of the said
The Regional District of the North Okanagan, 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 Vernon in the Province of
British Columbia, this 27th day of September
one thousand nine hundred and seventy-four.


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.