

REGIONAL DISTRICT OF NORTH OKANAGAN

BY-LAW NO. 268, 1978, NO. 1

A By-law for the ratification of an agreement with William Earnest Schunter and William Frederick Schunter to subdivide 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 William Earnest Schunter and William Frederick Schunter to subdivide the property into four (4) lots varying in size from approximately 1.3 acres to 3.0 acres on

District Lot 552, O.D.Y.D., (except that part shown on Plan 7094)

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. 268, 1978, No. 1".

READ A FIRST TIME this 19th day of July, 1978.

READ A SECOND TIME this 19th day of July, 1978.

READ A THIRD TIME this 19th day of July, 1978.

Advertised on the 5th day of July, 1978 and the 12th day of July, 1978, and a Public Hearing held pursuant to the provisions of Section 798(3a) of the Municipal Act on the 19th day of July, 1978.

Received the approval of the Ministry of Highways and Public Works this N/A day of 19.

Received the approval of the Minister of Municipal Affairs and Housing this 11th day of October, 1978.

RECONSIDERED, FINALLY PASSED, AND ADOPTED this 25 day of OCTOBER, 1978.

[Signature] SECRETARY-TREASURER

[Signature] CHAIRMAN

I hereby certify the foregoing to be a true and correct copy of By-law No. 268 cited as "Land Use Contract Agreement By-law No. 268, 1978, No. 1" as read a third time by the Regional Board on the 19 day of July, 1978.

[Signature] SECRETARY-TREASURER

APPROVED pursuant to the provisions of section 798(4) of the "Municipal Act" this 11th day of Oct. 1978. [Signature] Minister of Municipal Affairs and Housing APPROVAL No. 78 947

I hereby certify the foregoing to be a true and correct copy of By-law No. 268 being "Land Use Contract Agreement By-law No. 268, 1978, No. 1" as reconsidered, finally passed, and adopted by the Regional Board on the 25 day of OCTOBER, 1978.



A handwritten signature in blue ink, appearing to be "D. J. Smith", written over a horizontal line.

SECRETARY-TREASURER

LAND USE CONTRACT

THIS AGREEMENT made the 25 day of OCTOBER, A.D., 1978.

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN
a regional district having its offices
at 2903 - 35th Avenue, In the City of
Vernon, Province of British Columbia

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

WILLIAM FREDERICK SCHUNTER, Retired, and
WILLIAM EARNEST SCHUNTER, Farmer, as
"Joint Tenants", both of R. R. #1, Lumby,
Province of British Columbia

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the 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 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, of Section 712 or 713 of the Municipal Act, or both, and has requested that the Regional Board of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Board 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 land is within a development area of the Municipality;

AND WHEREAS the Municipality and the Developer both acknowledge that the Board of the Municipality could not enter into this Agreement, until the Board held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Board present at the meeting at which the vote is taken and entitled to vote on the by-law, voted in favour of the by-law authorizing the Municipality to enter into this Contract and having among them two-thirds of all the votes cast;

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 Regional District of North Okanagan, in the Province of British Columbia and being more particularly known and described as:

District Lot 552
Osoyoos Division Yale District
(except that part shown on Plan 7094)
Vernon Assessment District

(hereinafter called the "Land")

OWNER

- 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.
- SUBDIVISION 3. The Land may be subdivided in compliance with the proposed plan of subdivision prepared by Russell N. Shortt, B.C.L.S., dated January 27, 1978, a copy of which is annexed hereto as Schedule "A" but subject to any alterations thereto as may be required by the Approving Officer of the Ministry of Highways and Public Works.
- EXISTING HOUSING 4. Each of the lots as shown on Schedule "A" shall contain one (1) of the existing four (4) houses presently located upon the Land.
- ZONING 5. Upon completion of the registration of the said plan of subdivision, Schedule "A", the Land contained within the subdivision being the said four (4) lots shall be proposed by the Board through a by-law prepared by the Board to be zoned to small holdings zone as set out in By-law No. 229, 1977 of the Municipality. It is understood and agreed that the Regional Board of the Municipality cannot covenant or undertake to complete the rezoning of the said four (4) lots and that the rezoning shall be considered by the Board in accordance with the criteria set out in Section 702 and subject to representations made to the Board at the time of rezoning at the required public hearing.
- DEDICATION 6. The plan of subdivision, Schedule "A", shall dedicate without compensation a strip of land seven (7) metres in width along the bank of Creighton Creek for the purpose of providing public access to Creighton Creek.
- COMPLIANCE 7. Except as herein specifically provided the Developer in his use and development of the Land shall comply with all of the by-laws of the Municipality.
- INDEMNITY 8. The Developer covenants to save harmless and effectually indemnify the Municipality against:
- (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of any of the said works;

- (b) all expenses and costs which may be incurred by reason of the execution of the above described improvements and works resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation assessments, Unemployment Insurance, Federal or Provincial tax, and for encroachments owing to mistake in survey.

- INCORPORATION 9. Schedule 'A' hereof is hereby incorporated into and made part of this Agreement.
- REPRESENTATION 10. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those contained in this Contract.
- REGISTRATION 11. 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.
- FEEES 12. That the Developer shall pay to the Municipality all costs incurred in the preparation and registration of this Agreement and any amendments thereto.
- BINDING 13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- INTERPRETATION 14. Whenever the singular or masculine or neuter 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.
- TERMINATION 15. The Board may by resolution adopted by a majority of those members of the Board present at the time of passage of the resolution, at any time on or after the completion of the subdivision and rezoning contemplated by this Agreement, unilaterally terminate all or any part of this Agreement. The resolution herein provided for shall be passed at a public meeting of the Board after giving to the Developer notice of intention to pass such resolution, by registered mail, and a copy of the resolution herein provided for shall be registered in the Land Registry Office and shall be sufficient documentation to entitle the discharge of this Contract.

A Public Hearing on this Agreement was held on the 19 day of July, A.D., 1978.

The terms of this Contract were approved by the Ministry of Highways and Public Works on the day of N/A, 1978.

This Agreement was approved on the 25 day of OCTOBER A.D., 1978 by an affirmative vote of at least two-thirds of all the members of the Board present at the meeting at which the vote was taken and entitled to vote on the authorizing by-law, having among them two-thirds of all the votes cast.

Received approval by the Minister of Municipal Affairs on the 11th day of OCTOBER, A.D., 1978.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF REGIONAL DISTRICT OF NORTH OKANAGAN was hereunto affixed in the presence of:

[Signature]
Chairman
[Signature]
Secretary-Treasurer

SIGNED, SEALED AND DELIVERED on the 26 day of June A.D., 1978 in the presence of:

Name: (W.F. Schunter)
Address:
City:
Occupation:
(as to all signatures of the Developer)

[Signature]
WILLIAM FREDERICK SCHUNTER

[Signature]
WILLIAM EARNEST SCHUNTER

LAND USE CONTRACT

Schedule of Persons Having a Registered Interest In the Land Whose Consents Are Required

Full Name

Address

Occupation

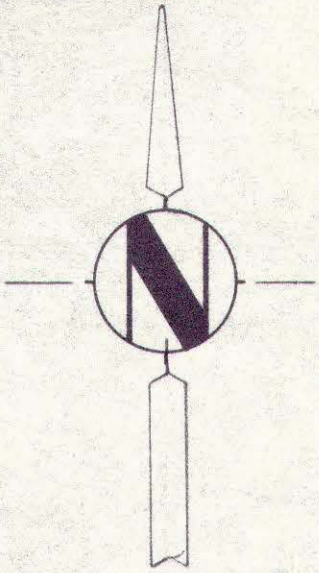
Nature of Charge

Nil

SCHEDULE "A"

PLAN OF PROPOSED SUBDIVISION OF
PART OF D.L. 552, O.P.T.D.

SCALE: 1 INCH = 200 FEET



D.L. 17

D.L. 165

D.L. 182

D.L. 552

YALEY ROAD
YALEY ROAD
YALEY ROAD
YALEY ROAD
YALEY ROAD
YALEY ROAD

