

Rec'd  
Dec 14/78

LAND RECEIVED  
KAMLOUSAN OFFICE

N 71309

LAND USE CONTRACT  
15 DEC 7 11:31

THIS AGREEMENT made the 9<sup>th</sup> day of NOVEMBER, 1978

BETWEEN:

DISTRICT OF SALMON ARM, a municipal corporation having its place of business at 8640 Harris Street, Salmon Arm, in the Province of British Columbia

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

GREYFRIARS RENTAL LTD. (inc. #135,766)  
315 Ross Street  
Salmon Arm, in the  
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 Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract;

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality, of Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

SUBSTITUTE FOR FORM "C"

NOV 29 1978  
RECEIVED BY Nominations  
Office Number N/A  
Telephone No. 832-7061  
Address: Box 910  
SALMON ARM.  
WYNNE & BARTLETT  
LRO

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 land is within a development area of the Municipality:

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 simple majority of the members of the Council 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;

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:

NER

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 District of Salmon Arm, in the Province of British Columbia, and being more particularly known and described as:

Lot 1,  
Section 6,  
Township 20,  
Range 9,  
West of the 6th Meridian  
Kamloops Division Yale District,  
Plan 29085,

(hereinafter called the "Land")

NSENTS

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.

COMPLIANCE

3. Except as hereinafter specifically provided the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality and in particular, without limiting the generality of the foregoing, the Developer shall comply with the provisions of "The Salmon Arm Zoning By-Law 1976 No. 1180" as amended from time to time.

DEVELOPMENT

4. Notwithstanding the provisions of Section 51.6.1.1 of Zoning By-Law 1180 the land may be subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "A" subject to the approval of the Approving Officer of the Municipality.

EASEMENT

5. The Developer shall, at his cost, cause a plan of easement to be prepared which plan shall set out an easement over the westerly 10% of the said land. The Developer shall cause easement agreements in the form set out in Schedule "C" to be entered into by all of the owners or persons interested in the land crossed by such easements and shall arrange for current registration of such easements in the Land Registry Office with the subdivision plan, Schedule "A".

BUILDING  
PERMITS

6. Notwithstanding the provisions of Section 51.6.2.1.C of Zoning By-law 1180 any building constructed, placed or erected upon the Land shall be sited strictly in accordance with the sketch plan attached hereto as Schedule "B" hereof and the Developer shall construct all common party walls separating any building on one lot of the said subdivision from any building on any other lot of the said subdivision in strict compliance with the applicable provisions of the National Building Code of Canada, 1977 and shall in respect of any such party walls and before obtaining any occupancy permits from the Municipality for any buildings constructed upon the Land, cause appropriate party wall agreements to be registered against each of the lots within the said subdivision providing, without limitation, for the joint maintenance thereof by the owners of adjoining lots.

INSPECTION  
FEES

7. The Developer shall pay to the Municipality inspection fees of \$20.00 per lot.

LEGAL FEES

8. The Developer shall pay to the Municipality any legal costs incurred by the Municipality in the preparation or registration of this contract.

INCORPORATION 9. Schedules "A" to "C" are hereby incorporated into and made a part of this Agreement.

REPRESENTATIONS 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 and the Developer has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Municipality in either case other than those in this contract.

REGISTRATION 11. This agreement shall be construed as running with the Land and shall be registered in the Land Registry Office, Kamloops, British Columbia by the Municipality pursuant to the provisions of Section 702A (4) of the Municipal Act.

DISCHARGE 12. It is further understood and agreed by the parties hereto that this contract may be discharged by the Municipality by the registration in the Land Registry Office in Kamloops of a Quit Claim Deed referring to the registration of this contract, at any time after the registration of same.

INTERPRETATION 13. 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.

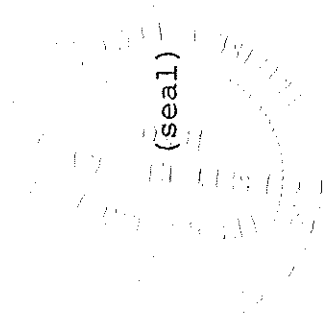
BINDING 14. Except as hereinafter provided this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A public hearing on this Contract was held on the 19th day of October, 1978.

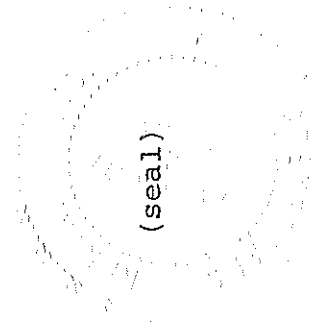
THIS AGREEMENT was approved by an affirmative vote of a majority of all the members of the Council of the Municipality present at the meeting at which the vote was taken and entitled to vote on the by-law authorizing this Contract on the 27 day of November, 1978.

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

THE CORPORATE SEAL OF THE )  
DISTRICT OF SALMON ARM was )  
hereunto affixed in the pr- )  
esence of: )  
)  
)  
)  
Margaret Lund )  
Mayor )  
[Signature] )  
Clerk )



THE CORPORATE SEAL OF GREY- )  
FRIARS RENTAL LTD. was here- )  
unto affixed in the pres- )  
ence of: )  
)  
)  
)  
[Signature] )



LAND USE CONTRACT

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

| <u>Full Name</u>                       | <u>Address</u>              | <u>Occupation</u> | <u>Nature of Charge</u>               |
|--|-----------------------------|-------------------|---------------------------------------|
| SALMON ARM SAVINGS AND<br>CREDIT UNION | Box 686<br>Salmon Arm, B.C. | Credit<br>Union   | Mortgage<br># N36301<br>June 29, 1978 |

CONSENT

KNOW ALL MEN by these presents that:

SALMON ARM SAVINGS AND CREDIT UNION of \_\_\_\_\_

P. O. Box 868, Salmon Arm, British Columbia being \_\_\_\_\_

the holder of a charge by way of mortgage \_\_\_\_\_ registered  
in the Land Registry Office at Kamloops \_\_\_\_\_ under  
Number N36301 \_\_\_\_\_ against all and singular that certain parcel or  
tract of land and premises being in the District of Salmon Arm  
in the Province of British Columbia and known and described as:

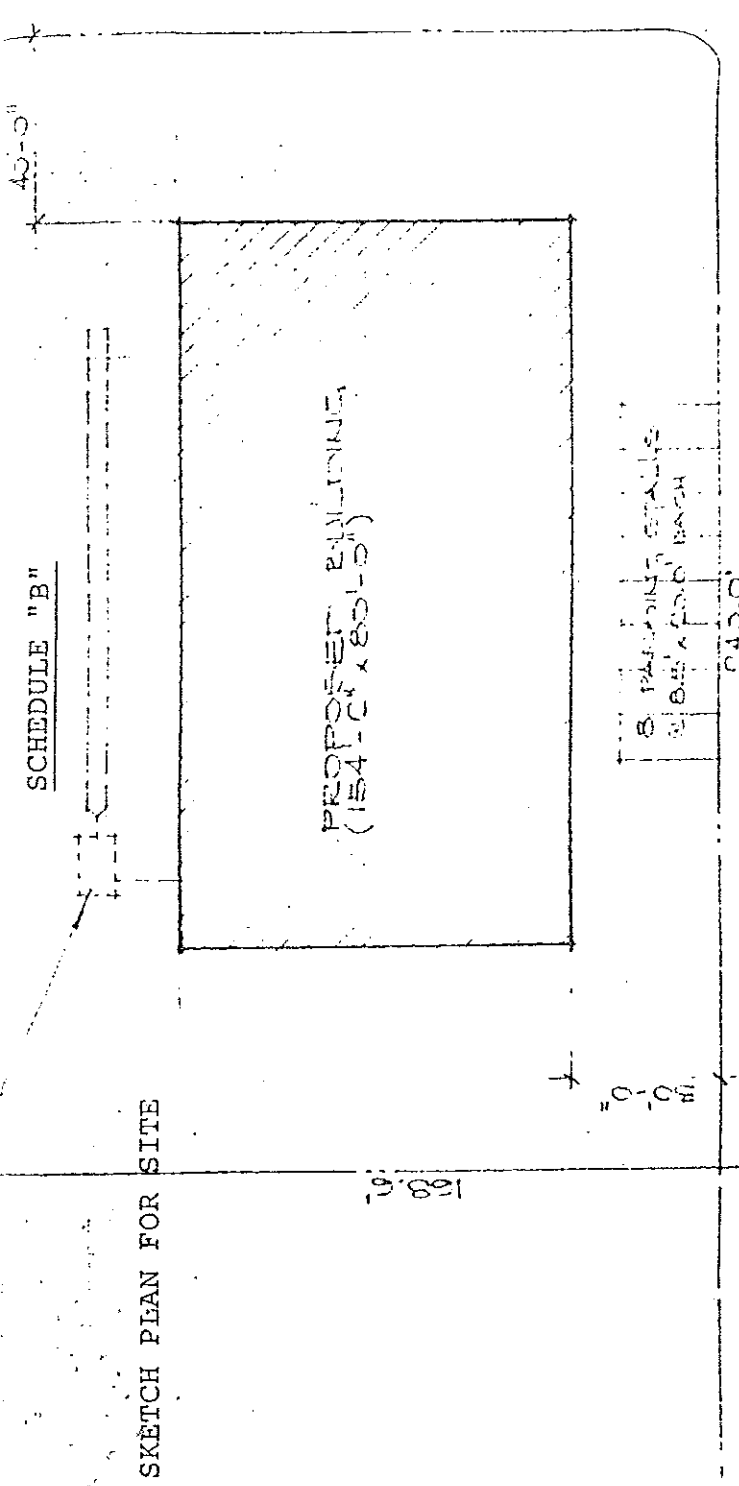
inter alia Lot 1, Section 6, Township 20, Range 9, West  
of the 6th Meridian, Kamloops Division Yale District, Plan  
29085

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents  
to the registration of a Land Use Contract, made between the registered owner  
of the said Lands and the District of Salmon Arm \_\_\_\_\_ dated  
the \_\_\_\_\_ day of \_\_\_\_\_ 1976, against the aforementioned Lands in priority  
to the said charge in the same manner and to the same effect as if it had been  
dated and registered prior to the said charges.

Salmon Arm Savings  
and Credit Union  
BOX 868, SALMON ARM, B. C.

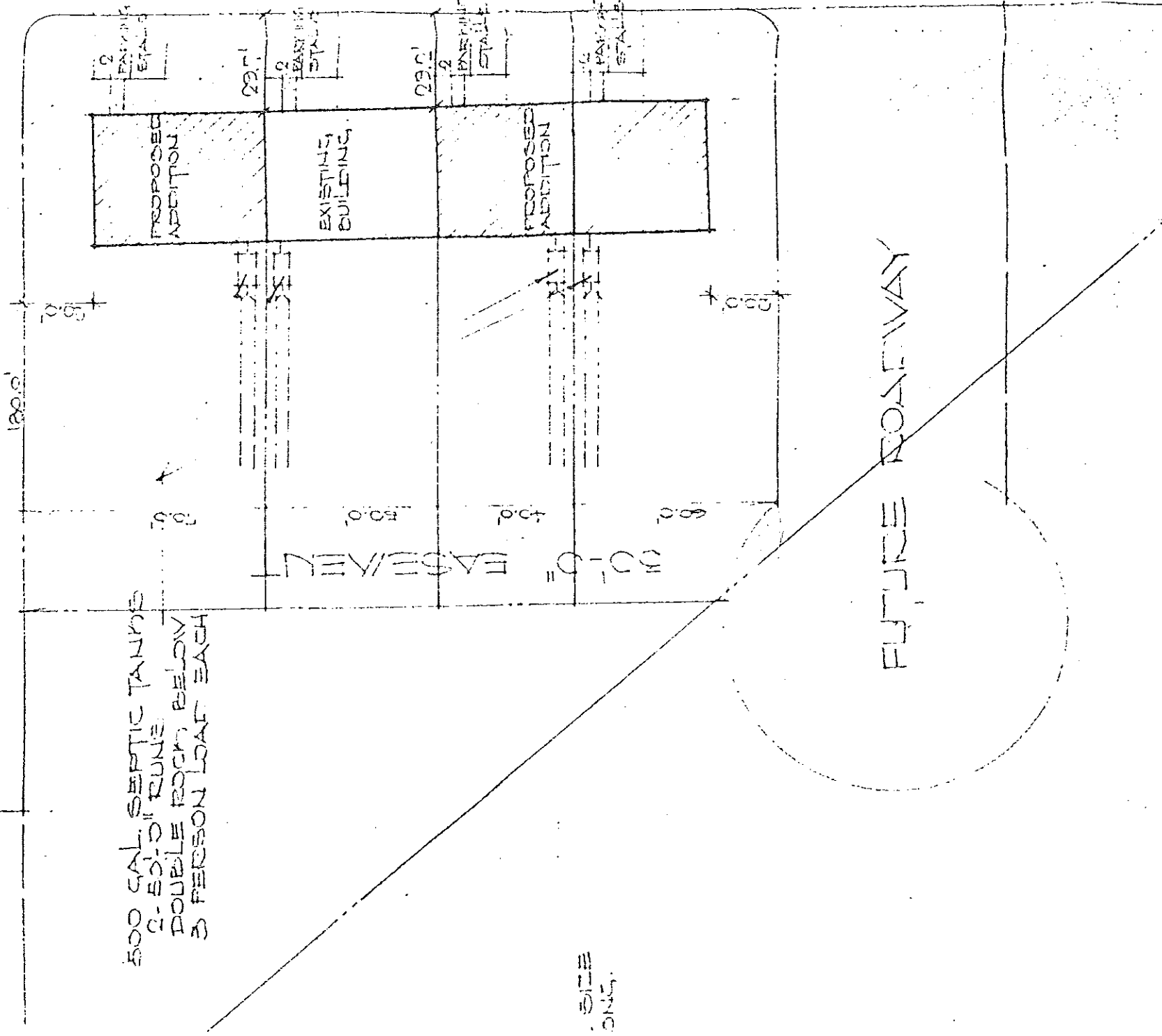
*M. H. [Signature]*  
*W. R. [Signature]*  
GENERAL MANAGER  
SECRETARY

SKETCH PLAN FOR SITE



NORTH

66'-0" ROADWAY



SITE  
PLAN



THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 1978.

BETWEEN:

GREYFRIARS RENTAL LTD. a company duly incorporated under the laws of the Province of British Columbia under No. 135,766 with registered office at 315 Ross St., Salmon Arm, British Columbia

(herein called the "Grantor")

OF THE FIRST PART

AND:

GREYFRIARS RENTAL LTD. a company duly incorporated under the laws of the Province of British Columbia under No. 135,766 with registered office at 315 Ross St., Salmon Arm, British Columbia

(herein called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of Lots 1 to 4 inclusive on the plan of subdivision attached as Schedule "A" hereto, more particularly described herein;

AND WHEREAS to facilitate access to and the installation of utilities to each of the said lots, the Grantee has determined to execute this easement as a charge over each of the said lots in favour of the others.

WITNESSETH THAT in consideration of the covenants herein contained the Grantor DOTH HEREBY GRANT, CONVEY, confirm and transfer unto the Grantee the full, free and uninterrupted right, licence, liberty, privilege and permission to enter upon and pass and repass both with and without machinery or vehicles and where necessary to dig up, install, and maintain utilities upon, over, under and across that part of the Grantor's lands shown outlined in red on a plan of easement attached hereto and as prepared by M.D. Browne, B.C. Land Surveyor and sworn the 2nd day of November, 1978.

THE GRANTOR hereby covenants and agrees with the Grantee as follows:

- (a) That the easement herein granted shall be a joint and several easement over each of the said four lots in favour of all of the others and the rights herein granted may be exercised by the Grantee or any subsequent owner of any of the said lots over all of the others;
- (b) That the Grantor will not do or permit the erection, installation or maintenance of any building, structure, pipe, wire or conduit on, over or under the said easement that in any way interferes with the use of the said easement by the Grantee;
- (c) That the Grantor will from time to time and upon all reasonable requests and at the cost of the Grantee do and execute such further assurances whatsoever for the attainment of the rights herein granted to the Grantee.

THE GRANTEE hereby covenants and agrees with the Grantor as follows:

- (a) That the Grantee will, as soon as weather and soil conditions permit, and so often as it may dig up or disturb the surface of the Grantor's lands, replace the surface soil as nearly as may be possible to the same condition as it was prior to such entry PROVIDED HOWEVER that if the easement area be used by the Grantee for access he shall be entitled to gravel or otherwise surface it as he sees fit;
- (b) That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the lands of the Grantor as possible.

The parties hereto each HEREBY COVENANT and agree with the other, that the covenants herein contained shall be covenants

remaining with the land and shall be binding upon the parties hereto and all subsequent owners of the lands affected herein.

THIS AGREEMENT shall enure to the benefit of the parties hereto and their respective heirs, successors, administrators and assigns forever.

IN WITNESS WHEREOF the corporate seals of the Grantor and Grantee have been hereto affixed in the presence of their duly authorized officers on the day and year first above written.

THE CORPORATE SEAL of the )  
GRANTOR was hereto affixed )  
in the presence of: )  
 )  
 )  
 )  
 )  
 )  
 )

(seal)

THE CORPORATE SEAL of the )  
GRANTEE was hereto affixed )  
in the presence of: )  
 )  
 )  
 )  
 )  
 )  
 )

(seal)

# Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of \_\_\_\_\_, who is) personally known to me, \_\_\_\_\_ of \_\_\_\_\_, and that he is the person who subscribed his name to the annexed instrument as \_\_\_\_\_ of the said \_\_\_\_\_ and affixed the seal of the \_\_\_\_\_

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_

.....  
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.

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