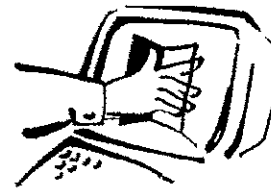


# BC OnLine



BC OnLine Land Title Internet Service  
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Land Title and Survey Authority

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LTSA - DOCUMENT RETRIEVAL    REF # V26357    REQUESTED: 2012-02-03 12:24

CLIENT NAME:                    CITY OF SALMON ARM  
ADDRESS:                         500 - 2ND AVENUE NE  
                                     SALMON ARM BC V1E 4N2

PICK-UP INSTRUCTIONS:

USER ID: PA77852                APPL-DOC # P1971                KA Registered    RCVD:1979-01-11  
ACCOUNT: 819956  
FOLIO

REMARKS:

Help Desk Victoria ..... (250) 953-8200  
                                  In B.C. .... 1-800-663-6102  
Administration Office ... (250) 953-8250  
Fax Number ..... (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

P 1971

PARTICULARS: Land Use Contract

APPLICANT is A. C. [unclear]  
Barrister & Solicitor Box 2112, Salmon Arm, B.C.

832-2076, agent of "Developer"

Declared Value: \$ 1/2

Delivery of Duplicate C/T is not required  
Per: [Signature]

79 JAN 11 1979  
~~LAND USE CONTRACT~~

THIS AGREEMENT made the 9 day of January, A. D. 1979.

BETWEEN:

DISTRICT OF SALMON ARM  
a municipal corporation having its municipal offices  
at 8640 Harris Street, in the District of Salmon Arm  
Province of British Columbia,  
(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

INTER-X ENTERPRISES LTD.  
(Incorporation No. 110,118)  
a body corporate duly registered under the laws of  
the Province of British Columbia with offices at  
P. O. Box 1098, in the District of Salmon Arm,  
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; 051 0005.00 - 2

11 JAN 79 [Signature]

AND WHEREAS the land hereinafter described is zoned Residential One under the provisions of the Salmon Arm Zoning By-law 1976 No. 1180;

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 majority of all 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:

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

"Those portions of Block 1, Plan 1882, except Plans 2494, 4894, 6012, 15363, 15500 and 15754, Lot 2, Plan 4894, and Lot 1, Plan 6012, all of Section 32, Township 20, Range 9, West of the 6th Meridian, Kamloops Division, Yale District, shown and described as Lot 1 on a Plan of Subdivision of the said lands, prepared by William E. Maddox, B.C. Land Surveyor, and completed on October 6th, 1978, a print of which is hereto attached as Schedule A".

(hereinafter called the "Land")

GT  
✓  
OK'D  
(Signature)  
10.1.79

COMPLI-  
ANCE

2. 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;

2 (a) The Developer shall be specifically excluded from complying with, inter alia, the following provisions of By-Law No. 1258:

FIRSTLY - Section 4.04(2) Mobile Home Lot dimensions shall be those shown and described on Schedule B hereto;"

SECONDLY - Section 4.08(2) (a) re: separation between mobile homes and between other principal buildings. The Developer shall ensure instead that such sitings shall be not less than 3.66 metres (12 ft.);

THIRDLY - Section 4.08(5) re: height of buildings shall specifically not apply to the existing house and buildings contained on the said land at the date of this agreement, nor to any renovation or replacement of the said building on the strata lot on which it is situated. The provisions of said Section 4.08(5) shall apply to all other lots and buildings located on the said lands.

3. "The Developer may develop subject always to the terms hereof and use the land as a Mobile Home Subdivision as more particularly shown on the Plan attached hereto as Schedule B".

USE

4. The Land, including the surface of water and any and all buildings, structures and improvements erected, placed or located thereon may be used for the following and no other purposes, that is to say:

- (a) Lots 1 to 102 inclusive except Lot 58 of the Subdivision may be used for the purpose of single family mobile home dwellings of either single or double width as more particularly designated on Schedule "B" hereof;
- (b) that portion of the Land shown cross-hatched in black on Schedule "B" hereof may be used for the purposes of accomodation of the strata corporation's Resident Manager and family and in respect thereof the provisions of the R-1 Zone of the Salmon Arm Zoning By-Law 1976 No. 1180 as amended from time to time shall apply thereto;
- (c) those portions of the Land designated as parking areas on Schedule "B" hereof may be used for the purposes of off-street parking for guests of mobile home owners within the Subdivision; Provided 21 parking spaces shall be reserved for the use of residences of the subdivision for the parking of recreation vehicles;
- (d) those areas of the Land designated as park or buffer on Schedule "B" hereof may be used for the purposes authorized for such areas under the provisions of District of Salmon Arm Mobile Home Park By-Law 1978 No. 1258;

SUBDIVISION 5. The Developer may, notwithstanding the provisions of Section 21 of the District of Salmon Arm Zoning By-Law 1976 No. 1180, but subject to the provisions of the Bare Land Strata Regulations enacted pursuant to the Strata Titles Act, subdivide the Land by way of a Bare Land Strata plan and create thereby one hundred and one (101) Bare Land Strata lots, common areas, roads and access routes all of a size, configuration and in locations more particularly shown on the plan attached hereto as Schedule "C" hereof (hereinafter called the "Subdivision"), together with one strata lot containing an existing house, located thereon at the date of this agreement, providing such subdivision may be in phases of not less than ten (10) lots per phase.

SERVICING 6. The Developer shall prior to obtaining the Approving Officer's approval of any Strata Plan for any phase or obtaining any building permit from the Municipality in respect of the placement on the Land of any mobile home, whichever application is earlier made by the Developer, at its sole cost:

- (a) provide, install and construct the works, services, roads and access routes within the Subdivision required to be provided, installed and constructed pursuant to the provisions of the Bare Land Strata Regulations enacted pursuant to the Strata Titles Act; Providing the developer shall not be required to actually construct mobile home pads prior to obtaining the above approval;
- (b) provide, install and construct such off-site works and services as may be required by the Engineer of the Municipality including, without limitation:
  - (i) extending existing municipal water and sanitary sewer trunk mains to the boundaries of the Land;
  - (ii) providing and installing fire hydrants and street lighting on perimeter roads surrounding the Land;
  - (iii) providing and installing a storm drainage system in the area of the Land
  - (iv) providing a partial overhead, partial underground power supply

and such works and services shall be provided, installed and constructed by the Developer in accordance with the standards and specifications set out in District of Salmon Arm Subdivision Control By-Law No. 1087 as supplemented by standards and specifications provided by the Engineer of the Municipality;

- (c) deposit with the Municipality an unconditional, irrevocable Letter of Credit drawn on a Canadian Chartered Bank in an amount equal to fifteen per cent (15%) of the total cost of the works and services provided in each phase of development, described in paragraph 6(b)(i)(ii) and (iii) hereof and the total cost of any works and services described in paragraph 6(a) hereof contained within the boundaries of public highways or rights of way in favour of the Municipality, in each phase of development, each for a term of not less than one (1) year from the date of completion

SERVICING

- 6. (c) of such works and services and in a form satisfactory to the Municipality;
- (d) reproducible "as-built" drawings of the works and services described in paragraph 6(c) hereof;
- (e) execute and register against title to the Land in the Land Registry Office at Kamloops an Agreement under Section 24A of the Land Registry Act whereby the Developer covenants and agrees to maintain the existing creek on the property in its natural state.

7. Notwithstanding the provisions of paragraph 6(a) hereof in the event the Developer intends to develop the Subdivision by way of a phased strata plan under the provisions of Part II of the Strata Titles Act, the Developer may provide, install and construct the works and services, roads and access routes required to be provided, installed and constructed pursuant to paragraph 6(a) and 6(b) hereof in accordance with the phased Strata Plan deposited by the Developer.

MOBILE HOME  
PARK BY-LAW

8. In its development and use of the Land as a mobile home subdivision the Developer, and any strata corporation created upon the subdivision of the Land and any owner of any strata lot shall comply with and be subject to the provisions of District of Salmon Arm Mobile Home Park By-Law 1978 No. 1258, as amended from time to time and any reference in the said by-law to "owner" shall be deemed to be a reference to the Developer or to the strata corporation, as the case may be, PROVIDED ALWAYS, HOWEVER, that in the event of any conflict between the provisions of By-Law No. 1258 and the provisions of this Agreement or the provisions of District of Salmon Arm Subdivision Control By-Law No. 1087 or the provisions of the Bare Lands Strata Regulations enacted pursuant to the Strata Titles Act, the provisions of this Agreement or By-Law No. 1087 or the Bare Land Strata Regulations, as the case may be, shall prevail.

MAINTEN-  
ANCE OF  
SERVICES

- 9. The Developer shall:
  - (a) maintain the works and services installed by the Developer and more particularly described in paragraph 6(c) hereof, in complete repair for a period of one (1) year from the completion thereof to the satisfaction of the Engineer of the Municipality;
  - (b) remedy any defects appearing in the said works and services and pay for any damage to other property or works resulting therefrom for a period of one (1) year from completion of the said works and services, save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents or acts of God.

USE OF  
SECURITY

10. In the event that the Developer fails to perform any of the covenants on its part to be performed pursuant to Paragraph 9 hereof within the time limited therein for performance the Municipality may call for and receive all funds secured by the Letter of Credit deposited by the Developer pursuant to paragraph 6(c) hereof and may complete the work at the cost of the Developer and deduct from any such funds the costs of such

USE OF SECURITY

completion and the balance of such funds, if any, without interest thereon, shall be returned to the Developer less any administration fees required by the Municipality. If there is insufficient money on deposit with the Municipality then the Developer shall pay such deficiency to the Municipality upon receipt of the Municipality's bill for completion. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality. If the Developer performs the said covenants the Municipality shall deliver up the Letter of Credit to the Developer for cancellation.

ACCEPTANCE

11. The Municipality shall, upon the expiration of the one (1) year period referred to in paragraph 9 hereof and provided such works and services have been constructed and maintained in accordance with the provisions of this Agreement and are functioning properly, accept the works and services referred to in paragraph 6(c) hereof and thereafter the Municipality shall be solely responsible for the operation, upkeep and maintenance thereof.

OWNERSHIP OF SERVICES

12. All works and services installed by the Developer described in paragraph 6(c) hereof shall, upon their acceptance by the Municipality as hereinbefore provided, 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.

EXTRA OFF-SITE COSTS

13. It is acknowledged by the parties hereto that as a result of the Developer paying the funds hereinafter specified the development proposed will not create an excessive cost to be borne by the Municipality. It is further acknowledged by the parties hereto that the impact of the proposed development on present and future public costs has been partially eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this Agreement.

The Developer shall pay to the Municipality, by way of cash or certified cheque at the time of approval by the Approving Officer of any Strata plan for any phase of the Subdivision or at the time of application for a building permit authorizing the placement of a mobile home on the Land for such phase or sooner at the Developer's option, whichever the earlier occurs.

- (a) if on or before December 31, 1980, the sum of Seven Hundred and Eighty-Three Dollars (\$783.00) for each strata lot created by the plan or for each mobile home authorized to be placed by a building permit issued by the Municipality, whichever the case may be; or
- (b) if subsequent to December 31, 1980, such sum for each strata lot as is then charged by the Municipality in respect of like developments either pursuant to the provisions of a development cost charge by-law enacted by the Municipality or otherwise.

MISCELLA-  
NEOUS

14. The Developer shall pay to the Municipality:
- (a) upon execution of this Agreement by the Municipality any fees required to be paid pursuant to the provisions of Section 2.02(8) of District of Salmon Arm Mobile Home Park By-Law No. 1258;
  - (b) at the time of approval of any plan of any phase of the subdivision any fees required to be paid pursuant to the provisions of the Bare Land Strata Regulations enacted pursuant to the Strata Titles Act;
  - (c) upon demand, any legal costs incurred by the Municipality in the preparation or registration of this Agreement.

INCORPOR-  
ATION

15. Schedules A to E inclusive hereof are hereby incorporated into and made part of this Agreement.

REPRESENT-  
ATION

16. 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 Agreement.

REGISTRA-  
TION

17. This Agreement shall be construed as running with the Land and shall be registered in the Land Registry Office at Kamloops by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

BINDING

18. Except as hereinbefore 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.

INTERPRE-  
TATION

19. 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.

DISCHARGE

20. It is further understood and agreed by the parties hereto that upon completion of the Development contemplated by this Agreement, this Agreement may be discharged by the Municipality at the Developer's cost by the registration in the Land Registry Office at Kamloops of a Quit Claim Deed referring to the registration of this Agreement. PROVIDED, HOWEVER, that this Agreement may not be discharged by the Municipality if the discharge thereof will render any of the lands or improvements thereon non-conforming with the by-laws of the Municipality.



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

The terms of this Contract were approved by the Ministry of Highways and Public Works on the 8 day of JANUARY, 1979.

This Agreement was approved on the 8 day of JANUARY A.D., 1979 by a majority vote of all the members of the Council present at the meeting at which the vote was taken and entitled to vote on the authorizing by-law.

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

THE CORPORATE SEAL OF DISTRICT OF SALMON ARM was hereunto affixed in the presence of:

Margaret Lund  
Mayor

[Signature]  
Clerk

THE CORPORATE SEAL OF INTER-X ENTERPRISES LTD. was hereunto affixed on the 9<sup>th</sup> day of January, 1979 in the presence of its proper officers in that behalf:

[Signature]  
President

APPROVED by the Department of Highways this \_\_\_\_\_ day of January, 1979.

\_\_\_\_\_  
Approving Officer.

MINISTRY OF HIGHWAYS AND PUBLIC WORKS  
JANUARY 8 1979  
[Signature]  
MINISTRY OF HIGHWAYS AND PUBLIC WORKS

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 9th day of January 1979, at Salmon Arm in the Province of British Columbia,

DAVID ARCHIBALD LOUDOUN personally known to me, appeared before me and acknowledged to me that he is the President of INTER-X ENTERPRISES LTD. and that he is the person who subscribed his name to the annexed Instrument, as President of the said corporation 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 at Salmon Arm British Columbia, This 9th day of January, 1979, in the year of our Lord one thousand nine hundred and seventy nine.

A Commissioner for taking Affidavits within British Columbia, or A Notary Public within the Province of

A. GREEN SCHARK

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 9th day of January 1979, at Salmon Arm in the Province of British Columbia,

FRANK WILLIAM SPENCE Clerk - Administrator personally known to me, appeared before me and acknowledged to me that he is the Clerk - Administrator of the DISTRICT OF SALMON ARM and that he is the person who subscribed his name to the annexed Instrument, as Clerk - Administrator of the said corporation 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 at Salmon Arm British Columbia, This 9th day of January, 1979, in the year of our Lord one thousand nine hundred and seventy nine.

A Commissioner for taking Affidavits within British Columbia, or A Notary Public within the Province of

A. GREEN SCHARK



PLAN DE

D. D. P1971

ON FILE

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SURVEY

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