

SUBSTITUTE FORM "C"

Date: 30th May 1978

G49376

Nature of Interest:

Applicant:

LAND USE CONTRACT

THE CORPORATION OF THE DISTRICT OF SAANICH
770 Vernon Avenue,
Victoria, B. C.
V8X 2W7

Agent

[Signature]

THIS CONTRACT is made as of the 17 day of MAY 1978.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH,
770 Vernon Avenue in the City of Victoria
in the Province of British Columbia,
V8X 2W7

(hereinafter called "the Municipality")

OF THE FIRST PART

AND:

BROADMEAD FARMS LTD. (Incorporation
No. 65,469, of 950 Royal Oak Avenue in
the City of Victoria in the Province of
British Columbia,

(hereinafter called "the Owner")

OF THE SECOND PART:

WHEREAS:

A. The Owner 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 Municipality of Saanich in the Province of British Columbia, and being more particularly known and described as Lot 14, Section 8, Lake District, Plan 31104 (hereinafter called "the land");

B. The Owner proposes to apply to the Approving Officer of the Municipality to subdivide the land in accordance with a plan of subdivision prepared by G. J. Anderson, B.C.L.S., and sworn to by him on the 31 day of MAY 1978, a copy of which is attached hereto as Schedule "A";

C. The land is located within an area which has been

Form 100 Land Registry Act (Rev. 50)
THIS FORM OF REGISTRATION
is valid 9 day of 1978
on which is received at the time
written on the application.
H. T. KENNEDY, Registrar of the
Victoria Land Registration District

[Signature]



heretofore designated as a development area by the Council of the Municipality;

D. The Council of 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" upon the application of an owner of land within a development area designated as such by a by-law of the Municipality, enter into a land use contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such land use contract;

E. The Owner has presented to the Municipality a scheme of use and development of the land and has made application to the Municipality to enter into this Land Use Contract under the terms, conditions and for the consideration hereinafter set forth;

F. The Owner has obtained the consents of all persons having a registered interest in the land as set out in Schedule "B" hereto to the registration of this Contract in the Victoria Land Registry Office with priority over their respective interests which consents are attached to the said Schedule "B" hereto;

G. The Council of the Municipality having given due regard to the considerations set forth in Section 702(2) and 702A(1) of the "Municipal Act" has agreed to the terms, conditions and considerations herein contained;

H. The Owner acknowledges that it is fully aware of the provisions and limitations of Section 702A of the "Municipal Act" and the Municipality and the Owner mutually acknowledge and agree that the Council of the Municipality could not enter

3

into this Agreement until the Council held a public hearing in relation to this Agreement, in the manner prescribed by law, and has duly considered the representations made and the opinions expressed at such hearing, and unless at least two-thirds of all members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-law, vote in favour of the Municipality entering into this Contract;

I. If the land is within a radius of one-half mile of the interesection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Owner covenant and agree as follows:-

1. The Owner shall make application to the Approving Officer of the Municipality for the approval of the plan of subdivision of the land, a copy of which is attached hereto as Schedule "A", and shall cause said plan to be registered in the Land Registry Office at the City of Victoria, Province of British Columbia;

2. The land, including surface water and any and all buildings and structures erected thereon, thereover or therein, for a term of FIVE (5) YEARS commencing upon the date of execution hereof by the Municipality, shall be used for the purpose specified in Schedule "C" hereto and none other. At the expiration of the said period of five years, the use of the land shall be controlled by the provisions of the zoning by-law of the Municipality in force in respect of the zone comprising the said land at that time, and in default of such zoning by-law, shall be covered by the provisions of this Land Use Contract until the zoning by-law applicable to the land is enacted. If the use of the land pursuant to the terms of this Contract is in conflict with the provisions of the

4

zoning by-law in force at the expiration of the period of five years as aforesaid, then such use shall be deemed to be a lawful, non-conforming use at that time.

3. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the land except in compliance with the plans attached as Schedule "D" hereto: PROVIDED HOWEVER that minor alterations to the said plans which do not substantially alter this work may be permitted and approved by the Municipal Engineer of the Municipality.

4. All buildings and structures shall be constructed strictly in compliance with and according to the said plans in Schedule "D" hereto: PROVIDED HOWEVER that minor alterations to the plans which do not substantially alter this work may be permitted and approved by the Municipal Engineer of the Municipality.

5. Notwithstanding anything elsewhere contained herein, if during the course of construction or erection of any of the things to be constructed or erected as aforesaid it shall be made to appear to the Municipal Engineer of the Municipality that it is expedient or desirable in the interest of both the public and the Owner that departures from the applicable plans hereinbefore referred to, having no substantial effect upon the essential nature or character of the said things to be constructed or erected as aforesaid, should be permitted in order to meet the requirements of generally accepted design and engineering standards or practices, or to comply with building or fire regulations or with any other requirements of any authority having jurisdiction in the premises, the Municipal Engineer of the Municipality may, in his absolute discretion, permit such departures.

6. The entire cost of the development of the land shall be paid for by the Owner.

5

7. Unless the Owner shall have commenced the development of the land in accordance with this Contract within eighteen (18) months from the date hereof, this Contract may be terminated forthwith at the option of the Council of the Municipality. In the event that the Owner shall have failed to commence the development as aforesaid but shall have caused the plan of subdivision referred to in paragraph 1 hereof to be registered as aforesaid, then forthwith after termination of this Contract the Owner shall cause the land within the boundaries of said plan of subdivision to be consolidated into one lot, and failing consolidation by the Owner within sixty (60) days of the termination of this Contract, the Owner does hereby irrevocably constitute and appoint the Municipality, its agents and/or employees, as the duly authorized attorney of the Owner for the purpose of effecting the consolidation as aforesaid. For the purpose of this paragraph the development shall be deemed to have been commenced when the value of the construction or erection undertaken by the Owner in the land in accordance with this Contract, shall exceed \$5,000.00 as certified by the Engineer of the Municipality.

8. Except as otherwise provided in this agreement the land, buildings and structures and the development thereof shall comply with all statutes, regulations, by-laws and ordinances from time to time in force in the District of Saanich, and without limiting the generality of the foregoing, the development of all buildings and structures shall be subject to the building code of British Columbia and the District of Saanich building and plumbing by-laws, and the Owner hereby agrees to apply for any permits which the Municipality may require pursuant to the said building and plumbing by-laws prior to the erection of any buildings or structures.

9. The Owner shall carry out the work and construct, locate, provide, develop and substantially complete the

6

structures, buildings, works, services, developments and facilities by not later than thirty (30) months from the date hereof, in default of which the Municipality may at its option upon seven (7) days' prior notice to the Owner, declare this agreement to be void and of no further force and effect.

10. This agreement shall be registered in the Land Registry Office in the City of Victoria as a first charge against the land having priority over any and all other charges, encumbrances and liens registered against the land save only those certain charges specified in Schedule "E" hereto, and shall have no force and effect unless and until it has been so registered, but upon registration as aforesaid shall have the force and effect of a restrictive covenant running with the land: PROVIDED HOWEVER that if the Municipality shall fail or neglect to apply for registration of the same within the period of three (3) clear days after the Owner shall have made written demand in that behalf upon the Municipality, the Owner may thereafter apply as agent for the Municipality without further reference to or authority from the Municipality.

11. Notwithstanding anything elsewhere contained herein, the Owner may at any time apply to the Council of the Municipality for the release of any provision of this Contract or the release of the Contract from any portion of the land, and the Council of the Municipality may grant the release requested if in its opinion it is in the interest of the Municipality to do so.

12. Notwithstanding anything elsewhere contained herein, the Owner may from time to time when requested by the authority having jurisdiction over the dedication or establishment of highways, dedicate or convey such portions of the land as may

7

be required for highway purposes free from this Contract, upon the release by the Municipality of this Contract over the part to be dedicated.

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 parties so require.

14. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these Presents to be executed as of the day, month and year first above written:

The Corporate Seal of THE CORPORATION) OF THE DISTRICT OF SAANICH was here-) unto affixed in the presence of:)

Approved as to form only
Solicitor

[Signature]

(Mayor)
[Signature]

(Clerk)

The Corporate Seal of BROADMEAD FARMS) LTD. was hereunto affixed in the pre-) sence of:)

[Signature]

DIRECTOR