

SUBSTITUTE FORM C

E25002

DATE: February 13, 1976.

APPLICANT:

THE CORPORATION OF THE DISTRICT OF SAANICH, 770 Vernon Avenue, Victoria, B.C. 386-2241

NATURE OF INTEREST:

J. E. ... Agent

THIS CONTRACT is made in triplicate as of the 28th day of January, A.D. 1976

BETWEEN: THE CORPORATION OF THE DISTRICT OF SAANICH, of 770 Vernon Avenue, in the Municipality of Saanich, in the Province of British Columbia.

(hereinafter called "the Municipality")

OF THE FIRST PART

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AND: COWLIN MANAGEMENT LTD., a Company duly incorporated under the laws of the Province of British Columbia and having its registered office at 3447 Saanich Road, in the Municipality of Saanich, in the Province of British Columbia.

(hereinafter called "the Owner")

OF THE SECOND PART

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WHEREAS:

- A. The said Cowlin Management Ltd. is the registered owner of Lots 5, 6, 7, 12, 13, and 14, Section 7, Victoria District, Plan 344, the said lots being hereinafter called "the land".
B. The land is located within an area which has been heretofore designated as a development area by the Council of the Municipality.
C. 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, enter into a land use contract containing such terms and conditions for the use and development of land within a development area as may be agreed upon with an owner, and thereafter

Form "C" Land Registry Act (S.S. 501) Registered on application received on the application written or stamped on the application. M. V. KENNEDY, Registrar of the Victoria Land Registry District

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the use and development of the land shall be in accordance with the land use contract.

- D. The Owner has presented to the Municipality a scheme for the use and development of the land that would be either more restrictive than or in contravention of a by-law of the Municipality or Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this land use contract under the terms, conditions and for the consideration hereinafter set forth.
- E. The Owner has obtained the consents of all persons having a registered interest in the land as set out in the schedule prefacing the consents, to the registration of this contract in the Victoria Land Registry Office with priority over their respective interests which consents are attached hereto.
- F. 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, has agreed to the terms, conditions and consideration herein contained.
- G. 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.
- H. The Municipality and the Owner both acknowledge that the Council of the Municipality could not enter into this contract until the Council held a public hearing in relation to this contract, and considered any opinions expressed at such hearing, and unless two-thirds majority of all of the members of the Council voted in favour of entering into this contract.
- I. This land use contract has been duly authorized by By-law number 3773 cited as the "Cowlin Management Ltd. Land Use

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Contract By-law, 1975" and replaces Land Use Contract dated 13th June, 1974, authorized by By-law number 3591 cited as the "Cowlin Management Ltd. Land Use Contract By-law, 1974", which was registered in the Victoria Land Registry Office under number C41759 (hereinafter called "the first contract").

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 land and any and all buildings and structures erected thereon, thereover or therein shall be used for warehouse and for business and professional offices only, and for none other.
2. No building, structure, or improvement shall be sited, constructed, reconstructed, altered, moved, or extended upon the land except in compliance with the plans, specifications and particulars attached hereto and designated Schedule "A" which is hereby incorporated into and made part of this contract.
3. No sign shall be erected upon the land or any building or structure thereon except in compliance with the regulations for sign District "D" in Sign By-law number 2457 of the Municipality.
4. Off-street parking, including underground parking and off-street loading shall be provided, located and constructed in accordance with the plans, specifications and particulars attached hereto and designated Schedule "A".
5. All buildings and structures shall be constructed strictly in compliance with and according to the plans, specifications

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and particulars attached hereto and designated Schedule "A", and with the Perspective as shown in the photograph of the drawing, and attached hereto as Schedule "C" which is hereby incorporated into and made part of this contract.

6. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the plans, specifications and particulars attached hereto and designated Schedule "A".
7. All utilities, including water, sanitary sewers, drains, telephone and electricity shall be placed underground and shall be provided and constructed in compliance with and according to plans, specifications and particulars attached hereto and designated Schedule "A", prepared for the Owner by a Professional Engineer.
8. All highways including drainage, surfacing, curbs, gutters, street lighting and boulevards shall be provided, located and constructed in compliance with and according to the plans, specifications and particulars attached hereto and designated Schedule "A".
9. 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 Council for the time being of the Municipality that it is expedient or desirable in the interests of both the public and the Owner that minor departures from the applicable plans and specifications 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

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jurisdiction in the premises, the Municipal Council may, in its absolute discretion, permit such departures.

10. Lots 5, 6, 7, 12, 13, 14, Section 7, Victoria District, Plan 344, shall be consolidated by subdivision plan and no building permit in respect of the said land will be issued by the Municipality until the Owner has caused the said subdivision plan to be registered in the Victoria Land Registry Office.
11. The entire cost of the development of the land including the provision of all services in accordance with the plans, specifications and particulars attached hereto and designated Schedule "A" and the provision and construction of the items set out in paragraph 4 to 8 hereof shall be paid for by the Owner.
12. Unless the Owner shall have commenced the development of the land in accordance with the contract within two (2) years from the date hereof, this contract may be terminated forthwith at the option of the Council of the Municipality. For the purposes of this paragraph the development shall be deemed to have been commenced when the value of construction or erection undertaken by the Owner in the land, in accordance with this contract, shall exceed Ten Thousand (\$10,000.00) Dollars as certified by the Development Engineer of the Municipality.
13. Before a building permit is issued for the development of the land the Owner shall deposit with the Municipality a bond or other financial arrangements in a form and for an amount satisfactory to the Development Engineer of the Municipality, to guarantee substantial completion thereof in accordance with this contract within two (2) years from the date of issuance of a building permit.

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14. If, upon substantial completion of the development of the land in accordance with this contract, or at any time thereafter, the regulations of the Municipality then applying to the zone in which the land is situated, permit the use of the land for warehouse and for business and professional offices, this contract and everything herein contained shall be null and void and of no further force or effect and the laws of the Municipality then prevailing shall apply to the land notwithstanding any development thereof which may have taken place pursuant to this contract. In the event of any dispute as to the date of substantial completion of the development of the land in accordance with the contract, the decision of the Development Engineer shall be final.
15. The Owner shall grant to the Municipality without charge those Rights-of-Way and/or easements shown on the Plans in Schedule "A" hereto annexed.
16. Upon execution of this contract, the Municipality will execute a release of the first contract and will register the same in the Victoria Land Registry Office and the Owner will execute a consent to the said release.
17. This contract 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 "B" hereto and shall have no force or 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. The said Schedule "B" is hereby incorporated into and made part of this contract.

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- 18. 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.
- 19. This contract shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, 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 hereunto affixed in the presence of:

Approved as to form only
Samp
\$34.00

[Signature]
Mayor

(seal)

[Signature]
Clerk

THE COMMON SEAL OF COWLIN MANAGEMENT LTD. was hereunto affixed in the presence of:

[Signature]
Title- President

(seal)

Title- _____

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