

D30024

THE CORPORATION OF THE DISTRICT OF SAANICH
BY-LAW NO. 3687

A B Y - L A W

AUTHORIZING A LAND USE CONTRACT RELATING TO
DUNHILL DEVELOPMENT CORPORATION LTD,
AS AGENTS FOR HER MAJESTY THE QUEEN

WHEREAS it is deemed desirable by the Municipal Council pursuant to Section 702A(3) of the "Municipal Act" to enter into a Land Use Contract with Her Majesty the Queen in Right of the Province of British Columbia for the use and development of Lot 1, Section 50 and Lot 4 of Sections 50 and 77, both in Victoria District, Plan 27914 for construction of a housing development on the terms and conditions set forth in the Land Use Contract hereinafter referred to:

NOW THEREFORE the Municipal Council of The Corporation of the District of Saanich enacts as follows:

1. The above-mentioned Land Use Contract, a copy of which is annexed hereto and the execution thereof on behalf of The Corporation of the District of Saanich under the Seal of the said Corporation by the Mayor and Clerk of the said Corporation are hereby authorized.
2. Said Contract shall be registered in the Victoria Land Registry Office.
3. This By-law may be cited as the "DUNHILL DEVELOPMENT CORPORATION LTD. LAND USE CONTRACT BY-LAW, 1974".

Public Hearing held at the Municipal Hall on the twenty-fifth day of November, 1974.

Passed by the Municipal Council on the _____ day of _____ 1974.

Reconsidered, finally passed and adopted by two-thirds of the members of the Council, signed by the Mayor and the Clerk and sealed with the Seal of the Corporation on the _____ day of _____, 1974.

.....
Clerk of The Corporation of the District of Saanich

.....
Mayor

Substitute for form "C"

Approved under the Controlled Access Highways Act
this 17th day of DEC 1974
Date: 30th December 1974

Approving Officer: [Signature]
Department of Highways

Kind of Interest: Land Use Contract
Disposition of C/P: [Signature]

Please merge: _____
Applicant as Owner/Agent: _____

Telephone No. 386-2241
local 220

Address: 770 Vernon Ave
Victoria

*Cont. done
Attached*

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1. The above-mentioned Land Use Contract, a copy of which is annexed hereto and the execution thereof on behalf of The Corporation of the District of Saanich under the Seal of the said Corporation by the Mayor and Clerk of the said Corporation are hereby authorized.
2. Said Contract shall be registered in the Victoria Land Registry Office.
3. This By-law may be cited as the "DUNHILL DEVELOPMENT CORPORATION LTD. LAND USE CONTRACT BY-LAW, 1974".

Public Hearing held at the Municipal Hall on the twenty-fifth day of November, 1974.

Passed by the Municipal Council on the sixteenth day of December, 1974.

Reconsidered, finally passed and adopted by two-thirds of the members of the Council, signed by the Mayor and the Clerk and sealed with the Seal of the Corporation on the twenty-third day of December, 1974.

"G. HAYWARD" (Seal)
.....
Clerk of The Corporation of the
District of Saanich

"EDWARD F. L. LUM"
.....
Mayor

I hereby certify the above to be a true and correct copy of By-law No. 3687 being the "Dunhill Development Corporation Ltd. Land Use Contract By-law, 1974".

.....
Clerk of The Corporation of the
District of Saanich

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D30024

LAND USE CONTRACT

THIS CONTRACT is made as of the 24th day of December
1974

BETWEEN:

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

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, in the City
of Victoria, in the Province of British
Columbia (Represented by the Minister of
Housing 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 those certain parcels or
tracts 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 One of Section 50, AND
Lot Four of Sections 50 and 77, BOTH IN
Victoria District
Plan 27914

(hereinafter called the "Land")

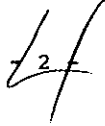
B. The Land is located within an area which has been
heretofore designated as a development area by the Council
of the Municipality;

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

Form "G" Land Registry Act (Sec. 50)
MEMORANDUM OF REGISTRATION
Registered, the 30 day of Dec 1974
on application received at the time
written or stamped on the application.
M. T. KENNEDY, Registrar of the Victoria
Land Registration District

2023 13:48

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conditions for the use and development of land within a development area as may be agreed upon with an owner, and thereafter 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 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 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;

F. 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.

G. 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.

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, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall, for a period of 50 years next ensuing after

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the date of execution hereof, be used for the purpose specified in Schedule "A" hereto and for none other.

2. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the Land except in compliance with the drawings and specifications as set out in Schedules "A", "B", "C₁", "C₂", "C₃", "C₄" and "C₅" hereto, other than single family detached dwelling units to be erected on the 27 single family lots shown on the site plan attached hereto and marked "B". The Owner shall have architectural control over the said single family dwelling units and agrees to exercise this control in consultation with the Municipal Planner.

3. All buildings and structures shall be constructed substantially in compliance with and according to the Plans and Specifications set out in Schedules "A", "B", "C₁", "C₂", "C₃", "C₄" and "C₅" herein.

4. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the Plans and Specifications set out in Schedules "D₁" and "D₂" and "C₁" to "C₅" inclusive hereto, provided that materials and colours for surface treatments may at any time be determined by the Owner in consultation with the Municipal Planner to achieve an aesthetically pleasing appearance.

5. All utilities, including water, sewer, gas, telephone and electricity shall be placed, provided and constructed in compliance with and according to the Plans and Specifications set out in Schedules "E₁", "E₂", "E₃" and "E₄" hereto.

6. All roadways and walkways, including drainage, surfacing, curbs, gutters and street lighting, shall be provided, located and constructed in compliance with and according to the Plans and Specifications set out in Schedules "E₁", "E₂", "E₃"

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and "E₄" hereto.

7. All playgrounds and other recreation facilities, shall be provided, constructed and developed in compliance with and according to the Plans and Specifications set out in Schedules "B", "C₅" and "D₁" hereto.

8. All utilities, including water, sewer, gas, telephone and electricity lines shall be placed, provided and constructed and maintained underground. The Owner shall provide and construct all utilities in accordance with Municipal standards and shall comply with all relevant laws and regulations pertaining thereto.

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 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 may be permitted and approved by the Municipal Planner in order to:

- (a) meet the requirements of generally accepted design and engineering standards or practices;
- (b) comply with building or fire regulations or with any other requirements of any authority having jurisdiction in the premises; or
- (c) meet such particular soil or terrain conditions as may become apparent,

or as otherwise authorized by Resolution of Council.

10. Except for the provision of necessary mutual easements and rights-of-way concerning shared conveniences, including

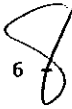
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access, utilities and services, no Land shall be subdivided except in compliance with and according to the plans set out in Schedules "A" and "B" hereto.

11. Except for works and services, structures, pipes and fixtures placed or carried out upon property that is now, or by this Contract becomes vested in the Municipality or located upon highways required to be dedicated, the Owner shall be solely responsible for the operation, upkeep and maintenance of all works and services including roads, water, drainage, snow removal, sanitary and storm sewers, gas, electricity and telephone systems with respect to the development until such time as the construction of the development is completed and sold or leased to strata corporation, corporation, co-operative or person, but in no event shall the responsibility aforesaid of the Owner cease until the subsequent owner assumes the responsibilities under this Contract.

12. All works and services (save and except gas, telephone and electricity), buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this Contract becomes vested in the Municipality or located upon highways required to be dedicated, shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Owner or any person claiming through the Owner and the Owner shall save harmless the Municipality from any such claim.

13. The Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures or development accepted by it pursuant to paragraph 12 hereof, but nothing herein contained shall be deemed to require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any extent different from its


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obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general Municipal funds.

14. Except for the 14 Zero-Lot-Line dwelling units in the vicinity of Daffodil Avenue as shown on Schedule "B" and except for all of the single family lots fronting on Ralph Street, Meredith Street and Raymond Street, access to the development site for construction vehicles is to be from Interurban Road.

15. The Owner shall carry out the work and construct, locate, provide, develop and substantially complete the structures, buildings, works, services, developments and facilities by no later than December 31, 1978, in default of which the Municipality may at its option, upon 60 days prior notice to the Owner, declare this Agreement to be void and of no further force and effect.

16. Except as otherwise provided in this Agreement, the Lands, 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 District of Saanich Building and Plumbing By-Law, being By-Law No. 3520, and the Owner hereby agrees to apply for any permits which the Municipality's Development Engineer may require pursuant to the said Building and Plumbing By-Law prior to the erection of any buildings or structures.

17. Forthwith after this Agreement has been registered in the Land Registry Office as provided in paragraph 18 hereof, the Owner shall pay to the Municipality the sum of \$250,000., a sum which the parties have heretofore agreed will be required by the Municipality to cover its costs of constructing and reconstructing works and providing services required to serve

the said housing development, including, but not restricted to:

- (a) improving neighbouring park lands;
- (b) acquiring the necessary highway right-of-way between Carey Road and the boundary of the Land; and
- (c) designing and constructing, to prevailing Municipal standards, 1,000 lineal feet of road linking Carey Road to the multi-family portion of the said housing development.

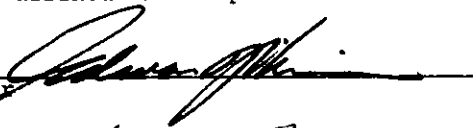
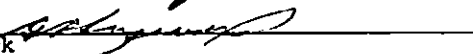
18. This Agreement shall be construed as running with the Land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702(4) of the Municipal Act.

19. 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.

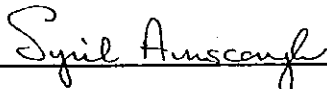
20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


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:)


 Mayor _____)

 Clerk _____)

Assoc. Depty, SIGNED, SEALED and DELIVERED by the)
Minister of Housing for and on)
behalf of HER MAJESTY THE QUEEN IN)
RIGHT OF THE PROVINCE OF BRITISH)
COLUMBIA in the presence of:)


 _____)
 2643 Florence Lake Rd., Victoria)
 Secretary _____)


 _____)
 ASSOCIATE DEPUTY MINISTER OF)
 HOUSING _____)