

VILLAGE OF CHASE

BY-LAW NO. 91

A By-law to prescribe the procedure by which the Municipality may enter into a land use contract and the form and consideration of the contract.

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WHEREAS Section 702A and 702B of the Municipal Act provides Council with the power to pass this By-law:

NOT THEREFORE the Municipal Council of the Village of Chase in open meeting assembled enacts as follows:

1. This By-law may be cited as "Land Use Contract By-law".
2. Procedure:
  - (a) Any person being the owner of land within a development area may apply to the Council and request the Municipality to enter into a land use contract.
  - (b) The application shall be in the form set out in Schedule "I" hereto.
  - (c) Applications shall be made to the Council of the Village of Chase, and shall be accompanied by such plans and specifications as are required to fully describe the proposed development, and if there are more than two charges registered against the property by a Certificate of Encumbrance.
  - (d) The application shall be dealt with according to the administrative procedure adopted by the Council by resolution.
  - (e) Council upon report of its administration shall either reject the application, or have a proposed contract prepared.
  - (f) Upon preparation of a proposed contract Council

Shall refer the same to a public hearing pursuant to Section 703 of the Municipal Act.

- (g) All land use contracts shall be in the form as set out in Schedule "2" hereto.
- (h) Council shall, following the public hearing, reconsider the proposed land use contract, and if the contract is approved by an affirmative vote of two-thirds of all members of Council, the Mayor and Clerk shall sign the contract on behalf of the Municipality, following the signing by the Developer applicant, and the executed contract shall be registered as a charge against the Developer's property in the Land Registry Office.

- 3. All Land Use Contracts shall be in the form of the contract attached hereto as Schedule "2" and shall contain all of the required documents, plans and specifications.
- 4. Council may, as consideration for the Municipality entering into a Land Use Contract require as a term of such contract that the Developer shall pay all costs incurred by the Municipality with regards to such contract, and provide a performance bond or other security to ensure performance of the Developer's obligations under such contract.

READ A FIRST TIME THIS 26 DAY OF JULY 1973.

READ A SECOND TIME THIS 9 DAY OF AUGUST 1973.

READ A THIRD TIME THIS 9 DAY OF AUGUST 1973.

RECONSIDERED AND ADOPTED THIS 23 DAY OF AUGUST 1973.

S. Alex Boreau  
Mayor

Cloyd H Spicer  
Clerk.

I hereby certify that the foregoing is a true copy of By-law No. 91.

A true copy of By-law No. 91  
 registered in the office of the Inspector  
 of Municipalities this 12<sup>th</sup> day of  
 September 1973.  
[Signature]  
 Deputy Inspector of Municipalities

Cloyd H Spicer  
Clerk.

LAND USE CONTRACT BY-LAW

Schedule "1"

Application:

Owner: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

Land: Legal Description \_\_\_\_\_  
Present Zoning \_\_\_\_\_  
Dimensions \_\_\_\_\_  
Plan Attached \_\_\_\_\_

By-law: Name and number of By-law to be varied \_\_\_\_\_

Variation requested in full detail  
\_\_\_\_\_  
\_\_\_\_\_

Consents:

Names of all persons having registered interests in the land.  
\_\_\_\_\_  
\_\_\_\_\_

If over two, Certificate of Encumbrance.  
\_\_\_\_\_  
\_\_\_\_\_

Development:

Plans and Specifications Attached \_\_\_\_\_

Plan Plan Attached \_\_\_\_\_

Offstreet Parking Plan Attached \_\_\_\_\_

Signs \_\_\_\_\_

Landscaping, surface treatment, fences, screens  
\_\_\_\_\_  
\_\_\_\_\_

Utilities to be provided:

Water \_\_\_\_\_

Sewer \_\_\_\_\_

Gas \_\_\_\_\_

Telephone \_\_\_\_\_

Electricity \_\_\_\_\_

I hereby make application for a Land Use Contract to permit me to develop the above described property as above requested requiring the variations to existing By-laws as above specified.

Dated this            day of            1973  
\_\_\_\_\_

LAND USE CONTRACT

This Agreement made the                      day of                      1973

BETWEEN:

VILLAGE OF CHASE

(hereinafter called the Municipality  
of the First Part:)

AND:

(hereinafter called the Developer  
of the Second Part:)

WHEREAS the Municipality, pursuant to Section 702A and 702B of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 and 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 or 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:

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 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 two-thirds of all of the members of the Council voted in favour of the Municipality 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 Developer covenant and agree as follows:

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 Village of Chase, in the Province of British Columbia, and being more particularly known and described as:

Owner

Land

(hereinafter called the "land").

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.

Consents

3. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for none other.

Use

Siting

4. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the land except in compliance with the specifications and the plot plan set out in Schedule "B" hereto.

5. No sign shall be erected upon the land or any building or structure thereon except those shown on the plans and specifications set out in Schedule "D" hereto.
- Signs
6. Off street parking and loading spaces shall be provided, located and constructed in accordance with the plan set out in Schedule "C" hereto.
- Parking
7. All buildings and structures shall be constructed strictly in compliance with and according to the plans and specifications set out in Schedule "D" hereto.
- Construction
8. 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 Schedule "D" hereto.
9. 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 Schedule "E" hereto.
- Utilities
10. All highways, bridges, lanes and walkways, including drainage, surfacing, curbs, gutters, street lighting, Boulevards and street signs shall be provided, located and constructed in compliance with and according to the plans and specifications set out in Schedule "F" hereto.
- Highways.
11. All parks, public space, playgrounds, or other recreation facilities, to be dedicated by subdivision plan or otherwise provided, shall be provided, constructed and developed in compliance with and according to the plans and specifications set out in Schedule "H" hereto.
- Parks
12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.
- Sub-division

Payment 13. Except as specifically provided in Schedule "I" hereto, the entire cost of the development of the land including the provision of all services and the provision and construction of the items set out in paragraphs 6 to 11 hereof shall be paid for by the Developer.

Ownership 14. All works and services, 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 Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

Mainten-  
ance 15. Except as provided in Schedule "J" hereto, 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 14 hereof, but nothing herein contained shall be deemed to or 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 obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general municipal funds.

Security 16. The Developer shall provide the Municipality with the security set out in Schedule "K" hereto to guarantee performance hereof.

Schedule 17. The Developer shall carry out the work and construct, locate, provide and develop the structures, Buildings, works, services, developments and facilities according to the times set out in Schedule "L" hereto.

Registra-  
tion

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 702A(4) of the Municipal Act.

Interpreta-  
tion

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.

Binding

20. 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 agreement was held the day of 197 .

This agreement was approved on the day of 197 . by a vote of two-thirds of all the members of Council.

INWITNESS WHEREOF the said parties to this agreement have hereunto set their hands and seals the day and year first above written

THE CORPORATE SEAL of the Village of Chase was affixed in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
(occupation)

(SEAL)

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Developer

As to both signatures of Developer



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>
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LAND USE CONTRACT

Consent

KNOW ALL MEN by these Presents that:

of

being the holder of a charge by way of registered in the Land Registry Office at under number

against all and singular that certain parcel or tract of land and premises being in the in the Province of British Columbia and known and described as:

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

dated the \_\_\_\_\_ day of \_\_\_\_\_, 197 \_\_\_\_\_, 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 charge.

SIGNED SEALED AND DELIVERED at )  
this \_\_\_\_\_ day of \_\_\_\_\_, )  
197 \_\_\_\_\_, )  
)  
)  
)  
)

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LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use.

LAND USE CONTRACT

Schedule "B"

Plot Plan and Specifications:

Site Area

Yards front

rear

side

Site Coverage

Height of Building and Structures

maximum

minimum

Floor Space ratio

Minimum floor area

Number of Units

Plan

LAND USE CONTRACT

Schedule "C"

Off Street Parking:

Total Area

Number of spaces

Size of spaces

Surfacing

Lighting

Signs

Access

Plan

Off Street Loading:

Total Area

Size of Area

Location

Surfacing

Lighting

Signs

Access

Plan

LAND USE CONTRACT

Schedule "D"

Signs:

Number

Types

Location

Design

Size

Plan

Buildings & Structures:

Plans

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans

Specifications

LAND USE CONTRACT

Schedule "E"

Utilities:

Water

Sewer

Gas

Telephone

Electricity

Plans

Specifications

Locations

LAND USE CONTRACT

Schedule "F"

Highways, Bridges, Lanes, Walkways:

Plans

Specifications

Street Lighting:

Plans

Specifications

Boulevards:

Plans

Specifications

Signs:

Plans

Specifications



LAND USE CONTRACT

Schedule "G"

Subdivision Plans

Parcels:

Area

Shape

Dimensions

Highways:

Dimensions

Location

Alignment

Gradient

LAND USE CONTRACT

Schedule "H"

Parks, Public Space and Recreational Facilities:

Construction

Location

Size

Development:

Furnishing

Plans

LAND USE CONTRACT

Schedule "I"

Development and Service to be provided or paid for by the  
Municipality.

LAND USE CONTRACT

Schedule "J"

Works and Services to be Maintained and Operated by the Developer

LAND USE CONTRACT

Schedule "K"

Performance Security:

Amount:

Performance Bond:

Mortgage:

Certified Cheque:

Other:

LAND USE CONTRACT

Schedule "L"

Item to be Provided, Constructed,  
Located, Developed: \_\_\_\_\_

Date of Completion

VILLAGE OF CHASE

BY-LAW NO.