

**VILLAGE OF CHASE
BYLAW NO. 552-1996**

Being a Bylaw to authorize an agreement to reserve land for highway purposes

WHEREAS Section 578(4) of the Municipal Act provides in part that the Council may, by bylaw, enter into an agreement with an owner of land for reserving any part of the land for highway purposes, including the condition that the land shall remain unencumbered by buildings or structures;

AND WHEREAS the Council of the Village of Chase is desirous of entering into an agreement with John Patrick McLure and Marian Elizabeth McLure both of 807 Cedar Avenue, in the Village of Chase, British Columbia to reserve land for highway purposes.

NOW THEREFORE the Council of the Village of Chase, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as "Highway Reserve Agreement Bylaw No. 552-1996".
2. The Council of the Village of Chase hereby authorizes the Village of Chase to enter into an agreement with John Patrick McLure and Marian Elizabeth McLure both of 807 Cedar Avenue, in the Village of Chase, British Columbia, in the form of the agreement attached hereto and forming part of this bylaw as Schedule "A", for the purpose of reserving land for highway purposes in Lot B on a plan of subdivision of Lot 1, Plan 32701, District Lot 517, Kamloops Division of Yale District, as shown on the plan attached to and forming part of this bylaw as Schedule "B".

READ A FIRST TIME THIS **13th** DAY OF **AUGUST, 1996.**

READ A SECOND TIME THIS **13th** DAY OF **AUGUST, 1996.**

READ A THIRD TIME THIS **13th** DAY OF **AUGUST, 1996.**

RECONSIDERED AND FINALLY ADOPTED THIS **20th** DAY OF **August, 1996.**

"Lee Fraser"

Mayor



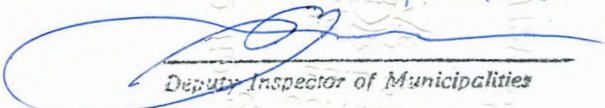
Clerk

Certified a true copy of Bylaw No. 552-1996
as adopted.



Clerk

A true copy of By-Law No. **552**
registered in the office of the Inspector
of Municipalities this **4th** day of
September 1996.



Deputy Inspector of Municipalities

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT made the _____ day of August, 1996.

BETWEEN:

VILLAGE OF CHASE, P.O. Box 440,
Chase, British Columbia, VOE 1MO

(hereinafter called the "Village")

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTRY
OF TRANSPORTATION AND HIGHWAYS**,
Parliament Buildings, Victoria,
British Columbia, V8V 1X4

(hereinafter called the "Ministry")

OF THE SECOND PART

AND:

JOHN PATRICK McLURE, Businessman, and
MARIAN ELIZABETH McLURE, Businesswoman,
both of 807 Cedar Avenue, Chase,
British Columbia, VOE 1MO

(hereinafter called the "Owner")

OF THE THIRD PART

WHEREAS:

A. The Owner is the registered owner 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 more particularly known and described as:

Lot B as shown outlined in black on a plan of subdivision of Lot 1, Plan 32701 and completed by Leo Coster, B.C.L.S. the 26th day of July, 1996

(hereinafter called the "Lands")

B. Pursuant to Section 578(4) of the Municipal Act, the Village may, by by-law, enter into an agreement with any owner of land for reserving any part of such land for highway purposes, including the condition that such land so reserved shall remain unencumbered by buildings or structures.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the payment of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada, now paid to the Owner by the Village (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree, each with the other, as follows:

1. The Owner shall reserve and does hereby reserve that part of the Lands outlined in black on a plan to accompany a covenant in Lot B, Plan KAP_____, District Lot 517, KDYD, prepared by Leo Coster, B.C.L.S., and certified correct the 26th day of July, 1996 (hereinafter called the "Highway Reserve") for highway purposes.
2. The Owner shall not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire, or other conduit on, over, under or across any portion of the Highway Reserve.
3. The Owner shall hereafter use the Lands in all respects as though the Highway Reserve was at all times a dedicated and constructed highway within the Village of Chase and in particular, and without restricting the generality of the foregoing, the Owner shall in his use and development of the Lands, comply with the front, side and rear yard setback requirements for buildings or structures hereafter constructed upon the Lands set out in the relevant provisions of the Village of Chase Zoning By-Law, as amended from time to time, in all respects as though the Highway Reserve was at all times a dedicated and constructed highway within the Municipality of the Village of Chase.
4. The Owner shall in respect of the Highway Reserve sign and execute all plans tendered to it by the Village and/or the Ministry which are required to dedicate the Highway Reserve as road in the records of the Land Title Office at Kamloops.

5. The Owner shall, at the Village's request, convey to the Village and/or the Ministry, the Highway Reserve for highway purposes, free and clear of all charges and encumbrances, at a price of ONE (\$1.00) DOLLAR.

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and mortgagees.

7. This Agreement shall have the force and effect of a restrictive covenant running with the Lands and shall be registered in the Land Title Office at Kamloops by the Village and shall be perpetual.

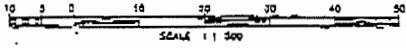
8. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

END OF DOCUMENT

Schedule "B" to Bylaw No. 552-1996

PLAN TO ACCOMPANY A COVENANT IN
3, PLAN KAP _____, D.L. 517, K.D.Y.D.

B.C.G.S. 82L082



FILE NO. 1296 09/24

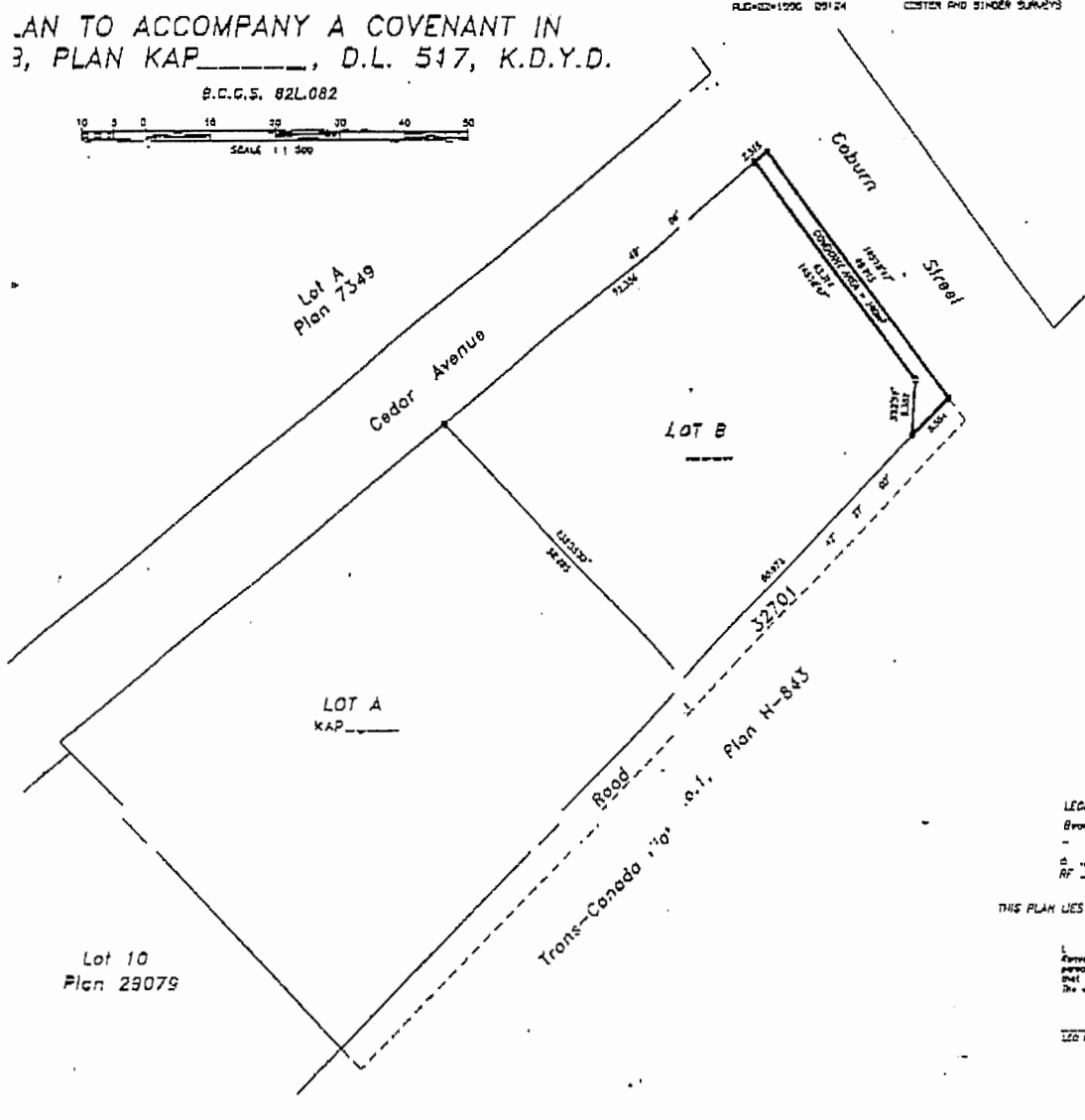
COSTER AND SINGER SURVEYS

604376522 P.03

PLAN KAP _____

Deposited in the Land Title Office
on this _____ day of _____

Registered
Registrar



LEGEND

- Bearings are astronomic and are marked
- Denotes Reference Point Placed
- Denotes Reference Point Placed
- RF Denotes Reference Point Placed

THIS PLAN LIES WITHIN THE Thompson - Nicolle

I, LEO COSTER, a British Columbia Land Survey
Engineer, in British Columbia, certify that I was
personally and substantially in charge of the survey
shown on this plan and plan was made.
The survey was completed on the _____ day of _____

Leo Coster
LEO COSTER B.C.L.S.

COSTER
P.O. BOX 5084
SAJ BATTLE
PHONE 274-51
DRAWN
TO
AUTOCAD
FILE
TOTAL P.03