



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

595

APPROVED AND ORDERED 19 FEB 1976

A handwritten signature in black ink, appearing to be "W. Bennett".

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 19 FEB 1976

Pursuant to the Municipal Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that By-law No. 157 of the Regional District of Alberni-Clayoquot cited as "Land Use Contract No. 18, 1975" be approved in the form of by-law hereto attached.

lw

A handwritten signature in black ink, appearing to be "W. Bennett".

Minister of Municipal Affairs.

A handwritten signature in black ink, appearing to be "W. R. Bennett".

Presiding Member of the Executive Council.

REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT

BY-LAW NO. 157

A BY-LAW TO AUTHORIZE THE REGIONAL BOARD
TO ENTER INTO A LAND USE CONTRACT WITH
NAGAARD SAWMILLS LTD. RESPECTING LOT 12,
D.L. 39, ALBERNI DISTRICT, PLAN 1877

The Board of the Regional District of Alberni-Clayoquot, in open meeting assembled, enacts as follows:

1. The Board is hereby authorized to enter into the Land Use Contract, marked Schedule "A", attached hereto and made part of this By-law.
2. This By-law may be cited as "Land Use Contract No. 18, 1975".

Read a first time this 17th day of December, 1975.

Read a second time this 17th day of December, 1975.

Read a third time this 14th day of January, 1976.

Approved by the Lieutenant-Governor in Council by

Order in Council No. _____

this _____ day of _____, 1976.

Reconsidered and finally adopted by a two-thirds majority of all the Directors of the Regional Board having among them a two-thirds majority of all the votes on the Regional Board, and including among them a two-thirds majority of the Directors of those parts of the Regional District of Alberni-Clayoquot to which this By-law applies having among them a two-thirds majority of the votes allotted to those parts of the Regional District to which this By-law applies,

this _____ day of _____, 1976.

Chairman

Secretary-Treasurer

I hereby certify the foregoing to be a true and correct copy of By-law No. 157, cited as "Land Use Contract No. 18, 1975", as read a third time by the Regional Board on the 14th day of January, 1976.


Secretary-Treasurer

Terms and Conditions of

LAND USE CONTRACT

between

Regional District of Alberni-Clayoquot

and

Nagaard Sawmills Ltd.

Respecting Lot 12, D.L. 39, Alberni District, Plan 1877

THIS AGREEMENT made this day of

BETWEEN	REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT (hereinafter called the "District")	OF THE FIRST PART
AND	NAGAARD SAWMILLS LTD. (hereinafter called the "Developer")	OF THE SECOND PART
WHEREAS	the District, pursuant to Section 702A of the Municipal Act may, notwithstanding any by-law of the District or sections 712 and 715 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 by the owner, 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 Regional Board of the District consider the criteria set forth in subsections 702(2) and 702A(1) in arriving at the terms, conditions and considerations contained in a Land Use Contract;	
AND WHEREAS	the Developer is the owner of Lot 12, D.L. 39, Alberni District, Plan 1877;	
AND WHEREAS	the lands are presently zoned in accordance with the "Alberni-Clayoquot Zoning By-law, 1971";	
AND WHEREAS	the lands have been designated by the District's By-law No. 156 as a development area;	
AND WHEREAS	the Developer has presented to the District a scheme of use and development of the lands and has requested the District to enter into a Land Use Contract under the terms and conditions and for the consideration hereinafter set forth;	
AND WHEREAS	the Regional Board of the District, having given due consideration to the criteria set forth in subsections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions, and considerations herein contained;	
AND WHEREAS	the District and Developer both acknowledged that the Regional Board of the District could not enter into this Land Use Contract until the District had held a Public Hearing thereon in accordance with the provisions of Section 702A of the Municipal Act;	

NOW THEREFORE THIS AGREEMENT WITNESSETH

that in consideration of the premises and covenants hereinafter set forth the District and the Developer agree as follows:

1. INTERPRETATION AND DEFINITION

To the extent that words or phrases in this Land Use Contract require definition, the provisions of Section 3 of the "Alberni-Clayoquot Zoning By-law, 1971" shall apply;

2. USE AND DEVELOPMENT OF LAND

- (a) this contract envisages the development and operation of a sawmill facility in which the primary purpose shall be to continue to supply a "custom cutting" service within the Alberni Valley;
- (b) the land shall be developed and maintained in accordance with the plan attached hereto and marked "A-1" and the use of the land shall be limited so that the timber processing operations conducive to this sawmill facility shall be developed and maintained within the area labelled "M-3", and the storage of milled or processed lumber shall be confined within the areas labelled "M-3" and "M-3A" respectively, and the remaining portion of the land lying outside these respective areas shall not be used for open storage of logs, lumber, bark, sawdust or any other materials or by-products pertaining to the operation of the said facility, this remaining portion as shown on the attached plan is labelled "A-2";
- (c) this contract contemplates that the development shall not involve any significant enlargement of those areas of use as outlined in (b) and that the machinery essential to the operation of this facility shall be only in accordance with the following: that is,

- * one head saw
- * necessary trimmers
- * one circular resaw
- * one planer
- * one chipper
- * one barker
- * one scragg saw

and that the total complement of persons employed or otherwise involved with the operation of this facility, shall not exceed ten in number at any time during the tenure of this Land Use Contract;

- (d) the hours of operation of this facility shall be between 8:00 A.M. and 5:00 P.M. during each day of the week with the exception of Saturday and Sunday during which days there shall be no operation of the said facility, provided that the Developer may request permission from the Regional District authority to operate outside the aforementioned hours should such need arise during "fire season" or other unforeseen circumstance;

- (e) all machinery which is involved, either directly or indirectly, with the operation of this facility shall be equipped with suitable sound muffling devices so as to avoid any unnecessary noise emissions from such operations;
- (f) provision for vehicular access and egress shall be provided by the Developer to connect with the private road allowance lying north of Hector Road and crossing along the surface of Lots 12 and 13, D.L. 39, Alberni District, Plan 1877, the said private road allowance shall be used by all vehicles as the primary access way to the sawmill facility from Hector Road, and the Developer shall effectively discourage any use of Rincon Road or Service Road as a means of vehicular access to or egress from the said development;
- (g) the Developer shall continue to ensure that the aforementioned road allowance remain open as the access way to the sawmill facility in the event that Lot 13, D.L. 39, Alberni District, Plan 1877 be transferred or registered under separate ownership;
- (h) the Developer shall ensure that any storage of bark, sawdust and the like shall be kept under cover at all times so as to eliminate any leaching into the adjacent Somass River, and such storage materials shall be removed from the site on a regular weekly basis;
- (i) the Developer shall meet and maintain all Provincial Pollution Control Board standards and regulations and including all other regulations pertaining to this development as may be effected by those authorities having jurisdiction;
- (g) except as otherwise specifically provided or illustrated all requirements of the District's by-laws which are not in conflict with the Land Use Contract shall continue to apply as though the land was zoned respectively, "M-3" and "A-2" as represented by the plan attached hereto and marked "A-1";
- (k) unless the Developer has affixed his signature or signatures to this Land Use Contract within 90 days following fourth reading of this By-law the said contract shall be null and void;
- (l) the Developer shall apply for all necessary building permits within 60 days of the execution of this agreement;
- (m) the "buffer" areas as outlined in plan "A-1" shall be construed to mean that no portion of the sawmill facilities development, operation or maintenance shall use such areas and that such said areas will remain in a natural state;
- (n) minor alterations to the development, including adjustment to the siting of the essential machinery, may be allowed by the District either upon application by the Developer or as required of the Developer by the District provided such alterations shall not alter the substance of the development.

- (o) the Developer shall ensure and shall continue to ensure to the satisfaction and approval of the Regional Board of the District that the said lands, or any portion thereof, shall be effectively graded and landscaped so as not to prove annoying, unsafe, or otherwise dangerous to the health, safety and welfare of the public;
- (p) notwithstanding clause (o) the said lands, either developed or left in a state of disuse, shall be effectively graded and landscaped in the following manner: that is,
 - (1) all banks, cliffs and pit areas shall be maintained so that the slope of the aforementioned shall not exceed one foot vertical rise for every three feet horizontal distance;
 - (2) allowance shall be made for adequate drainage of the said lands;

3. This agreement shall be construed as running with the land and shall be registered in the Offices of the Victoria Land Registration District pursuant to the provisions of Section 702A of the Municipal Act.

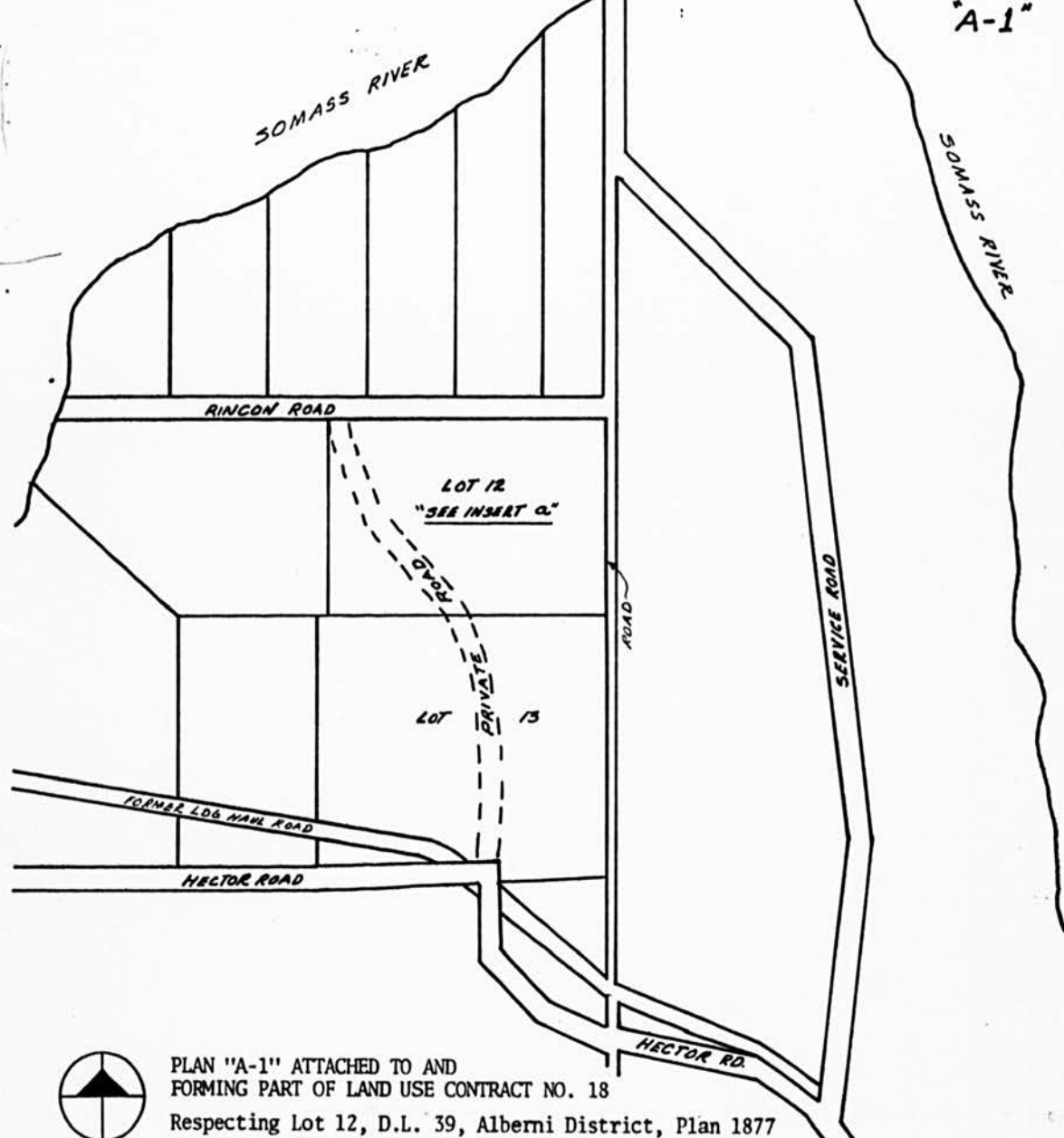
The Corporate Seal of the Regional District of Alberni-Clayoquot was affixed in the presence of:

Chairman

Secretary-Treasurer

Signed by Nagaard Sawmills Limited

Date



PLAN "A-1" ATTACHED TO AND FORMING PART OF LAND USE CONTRACT NO. 18
 Respecting Lot 12, D.L. 39, Alberni District, Plan 1877

1" = 400' ±

