



1347

APPROVED AND ORDERED APR. 29 1976

A handwritten signature in black ink, appearing to read "A. T. ...".

Administrator

EXECUTIVE COUNCIL CHAMBERS, VICTORIA APR. 29 1976

Pursuant to the Municipal Act, and upon the recommendation of the undersigned, the Administrator, by and with the advice and consent of the Executive Council, orders that By-Law No. 171 of the Regional District of Alberni-Clayoquot cited as "Land Use Contract No. 20, 1975" be approved in the form of by-law hereto attached.

Handwritten initials "lw" in black ink.

A handwritten signature in black ink, appearing to read "J. ...".

Minister of Municipal Affairs.

A handwritten signature in black ink, appearing to read "C. ...".

Presiding Member of the Executive Council.

REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT

BY-LAW NO. 171

A BY-LAW TO AUTHORIZE THE REGIONAL BOARD
TO ENTER INTO A LAND USE CONTRACT WITH
PETER MAXWELL ARMOUR RESPECTING LOT A,
D.L. 136, ALBERNI DISTRICT, PLAN 20189.

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. 20, 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. 171, cited as "Land Use Contract No. 20, 1975", as read a third time by the Regional Board on the 14th day of January, 1976.



Secretary-Treasurer

Electoral Area "F"

Approved under the Controlled Access Highways Act

this 29th day of March, 1976


Deputy Minister, Department of Highways

Terms and Conditions of

LAND USE CONTRACT

between

Regional District of Alberni-Clayoquot

and

Peter Maxwell Armour

Respecting Lot A, D.L. 136, Alberni District, Plan 20189

THIS AGREEMENT made this day of

BETWEEN	REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT (hereinafter called the "District")	OF THE FIRST PART
AND	PETER MAXWELL ARMOUR (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 A, D.L. 136, Alberni District, Plan 20189;	
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. 15 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 Storage Warehousing facility in which the primary purpose shall be to provide enclosed storage space within an approved structure for those persons or business establishments requiring such storage area on a rental or lease agreement basis;
- (b) the land shall be developed and maintained in accordance with the following: that is
 - * all development shall conform to and be in accordance with those requirements as contained in the following listed Schedules and/or Sections of the Alberni-Clayoquot Zoning By-law, 1971: that is
 - (1) Schedule No. I - Section 131.2
 - (2) Schedule No. II - Bulk and Site Regulations
 - (3) Schedule No. III - Off Street Parking Regulations
 - (4) Schedule No. IV - Off Street Loading Regulations
 - (5) Schedule No. V - Section 507
- (c) the Developer shall ensure and shall continue to ensure to the satisfaction of the Regional Board of the District that the said storage warehousing facility, or any portion thereof, shall not be used to house, hold, or otherwise store such materials or goods that are known to prove explosive, noxious or otherwise dangerous to the health, safety, convenience, and welfare of the public;
- (d) provision for suitable vehicular access and egress shall be provided by the Developer to connect with the roadway directly fronting the subject land and such provision shall be subject to the terms of valid permits from the Department of Highways;
- (e) notwithstanding clause (d), and upon joint agreement of the Regional Board of the District and the District Engineer of the Department of Highways, the siting of the said vehicular access/egress may be altered as may be determined under such agreement;
- (f) the Developer, the Developers Agent, or all subsequent owners of this land - should this land be sold or resold - shall ensure to the satisfaction of the Regional Board of the District that any building or structure intended to be placed or erected upon this

land shall be subject to and shall be in accordance with the aforementioned Regional Boards' approval respecting the design and exterior appearance of the said building or structure;

- (g) notwithstanding clause (f), the Regional Board of the District shall be the authority having jurisdiction to determine whether the design and exterior appearance of any development on the said land shall meet with their approval;
- (h) this contract anticipates the provision for potable water supply, fire protection devices, storm drainage and solid and liquid waste disposal, subject to the terms of valid permits from the authorities having jurisdiction provided always that the Regional Board of the District may authorize the Developer, the Developer's Agent, or the subsequent owner(s) to provide such modifications to enable their integration into systems of works and utilities affecting other parcels of land;
- (i) unless the Developer has affixed his signature to this Land Use Contract within 90 days following fourth reading of this By-law this said contract shall be null and void;
- (j) all necessary building permits shall be applied for by those persons involved with or responsible for the development of the subject land within 90 days of the "satisfaction" of the Regional Board of the District as outlined in clause (f) otherwise the said contract shall be null and void.

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.

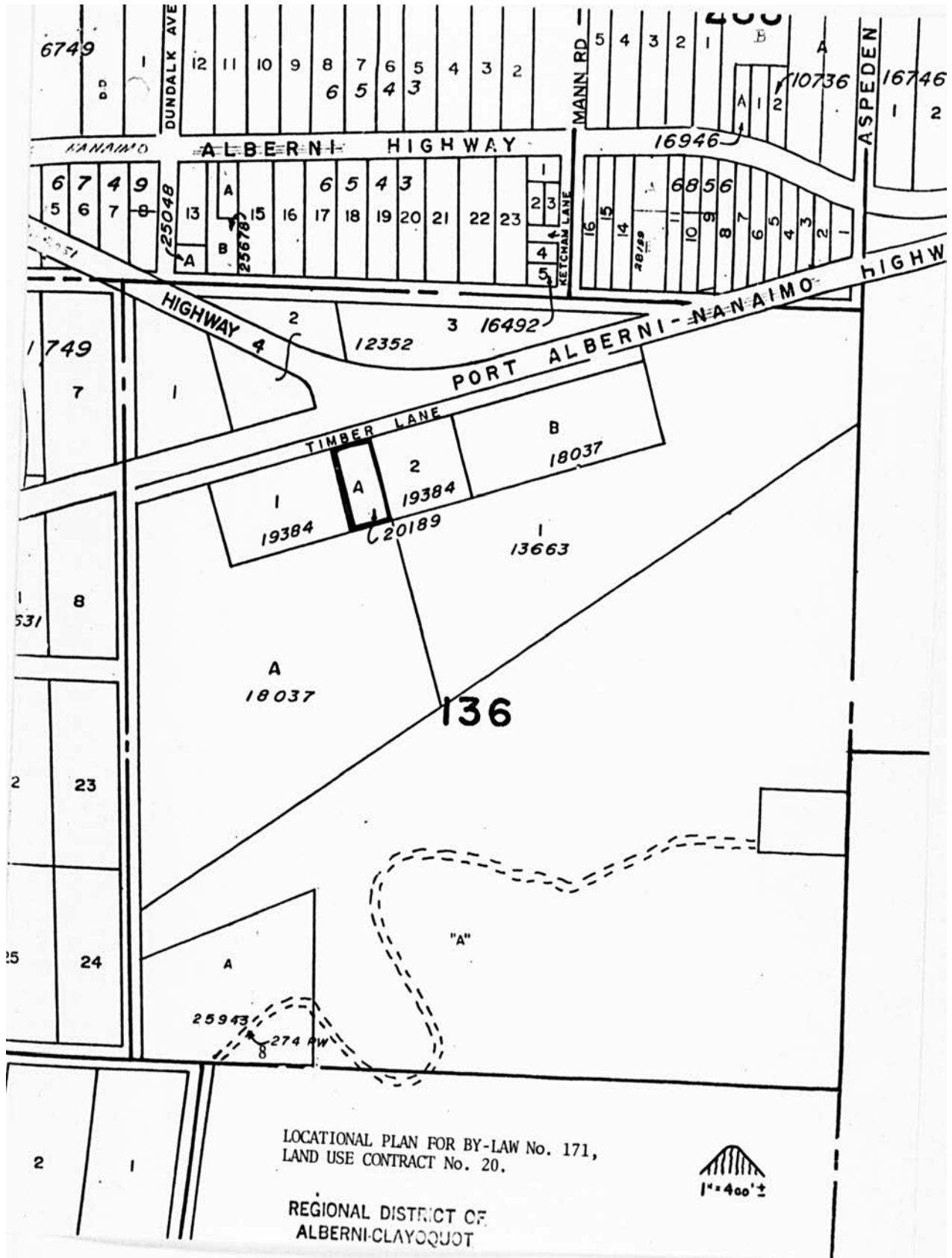
The Corporate Seal of the Regional District of Alberni-Clayoquot was affixed in the presence of:

Chairman

Secretary-Treasurer

Approved under the Controlled Access Highways Act
this 20th day of March 1976
P. Armstrong
Deputy Minister, Department of Highways

Signed by Peter Maxwell Armour



LOCATIONAL PLAN FOR BY-LAW No. 171,
LAND USE CONTRACT No. 20.

REGIONAL DISTRICT OF
ALBERNI-CLAYOQUOT

