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APPROVED AND ORDERED JUN. 3 1976

W. S. Owen

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA JUN. 3 1976

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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. 310 of the Thompson-Nicola Regional District cited as "Thompson-Nicola Regional District Zoning Amendment Bylaw No. 310(57-91), 1976, Amendment No. 26 (Development Area)" and By-law No. 307 of the Thompson-Nicola Regional District cited as "Thompson-Nicola Regional District Land Use Contract Agreement Bylaw No. 307(57-89), 1976" be approved in the form of by-law hereto attached.

Arty *John V. Lewis*
Minister of Municipal Affairs,

W. R. Bennett
Presiding Member of the Executive Council.

BYLAW NO. 310(57-91)

A BYLAW TO AMEND BYLAW NO. 57, 1972, THE "ZONING BYLAW FOR LANDS IN ELECTORAL AREAS "F", "G", "J" AND "L" OF THE THOMPSON-NICOLA REGIONAL DISTRICT", TO DESIGNATE AN AREA OF LAND WITHIN A ZONE AS DEVELOPMENT AREA, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 702A OF THE MUNICIPAL, AS AMENDED TO DATE.

The Regional Board of Thompson-Nicola Regional District, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as "Thompson-Nicola Regional District Zoning Amendment Bylaw No. 310(57-91), 1976, Amendment No. 26 (Development Area)."
2. The lands described as follows are designated as Development Area and are subject to the provisions of Section 702A of the Municipal Act, as amended to date:

Lot 20, Section 28, Township 20, Range 15, West of the 6th Meridian, Kamloops Division Yale District, Plan 19744. Kamloops Assessment District.
3. The "Zoning Map of Electoral Areas "F", "G", "J" and "L" of the Thompson-Nicola Regional District," is hereby amended to depict areas designated as Development Area.

Read a first time this 7th day of May, 1976.

Read a second time this 7th day of May, 1976.

Read a third time this 7th day of May, 1976.

Received the approval of the Lieutenant-Governor-in-Council this day of _____, 197 .

Reconsidered and adopted this _____ day of _____, 197 .

Secretary-Treasurer

Chairman

I hereby certify that this is a true and correct copy of "Thompson-Nicola Regional District Zoning Amendment Bylaw No. 310(57-91), 1976, Amendment No. 26 (Development Area)."


Secretary-Treasurer

BYLAW NO. 307(57-89)

A BYLAW FOR THE RATIFICATION OF AN AGREEMENT WITH SURJEET SIEMENS AND PARITHA SIEMENS TO PROVIDE FOR THE DEVELOPMENT OF CERTAIN LANDS:

WHEREAS an application (No. 127) for amendment to Zoning Bylaw No. 57 has been made;

AND WHEREAS the changes in uses of land and buildings considered desirable have been approved;

NOW THEREFORE the Regional Board of the Thompson-Nicola Regional District in open meeting assembled enacts as follows:

1. This Bylaw may be cited as "Thompson-Nicola Regional District Land Use Contract Agreement Bylaw No. 307(57-89), 1976".

2. This Agreement made between the Thompson-Nicola Regional District and Surjeet Siemens and Paritha Siemens

providing for the development of
Lot 20, Section 28, Township 20, Range 15, West of
the 6th Meridian, Kamloops Division Yale District,
Plan 19744.
Kamloops Assessment District

and attached hereto as Appendix "A" is hereby ratified and the Chairman and Secretary are hereby authorized to execute the same on behalf of the Regional District

Read a first time this 7th day of May, 1976.

Read a second time this 7th day of May, 1976.

Read a third time this 7th day of May, 1976.

Received the approval of the Lieutenant-Governor-in-Council this day of , 197 .

Reconsidered and adopted this day of , 197 .

Secretary-Treasurer

Chairman

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 307(57-89) cited as the "Thompson-Nicola Regional District Land Use Contract Agreement Bylaw No. 307(57-89), 1976."

Dated at Kamloops, B. C. this day of May, 1976.

J.P. Longtin

Secretary-Treasurer

THIS AGREEMENT made the day of , A.D., 197 .

BETWEEN:

THOMPSON-NICOLA REGIONAL DISTRICT
incorporated under the laws of the
Province of British Columbia, with
its principal office at Suite 210,
Valleyview Centre, 1959 East Trans
Canada Highway, Kamloops, in the
Province of British Columbia

(hereinafter called "The District")

OF THE FIRST PART

AND:

SURJEET SIEMENS AND
PARITHA SIEMENS
"JOINT TENANTS"
525 Hemlock
KAMLOOPS, BRITISH COLUMBIA
(hereinafter called "The Developer")

OF THE SECOND PART

WHEREAS the District, pursuant to Sections 798A and 702A of the
Municipal Act may, notwithstanding any bylaw of the District, or Section 712,
or 713 of the Municipal Act enter into a Land Use Contract containing such
terms and conditions for the use and development of the land as may be agreed
upon with the Developer and thereafter the use and development of the land
shall be in accordance with the Land Use Contract.

AND WHEREAS the Developer is the owner of those lands and premises
(hereinafter called the "said lands") lying situate and being in the Thompson-
Nicola Regional District in the Province of British Columbia as described in
Schedule "A" attached hereto.

AND WHEREAS by Bylaw No. 310(57-91) of the District the said lands
have been designated as a development area for orderly development of the lands
described in Schedule "A" with a sketch showing the approximate dimensions
and a proposal of a subdivision plan of part, or of the whole, of the said
area to be prepared at some future date by the Developer.

AND WHEREAS the Developer has presented to the District a scheme of
use and development of the said lands and has requested the District to enter
into this Land Use Contract under the terms and conditions herein set forth
and the Board of the District has agreed to the same.

AND WHEREAS the District and the Developer both acknowledge that
the Board of the District could not enter into this Land Use Contract until
the Board of the District has 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 the covenants hereinafter set forth and for the agreed sum of \$ 375.00 paid by the Developer to the District which the said District acknowledges receiving the District and the Developer agree as follows:

1. THIS AGREEMENT shall be construed as running with the land and shall be registered in the office of the Kamloops Land Registry Office by the District pursuant to the provisions of Section 702A of the Municipal Act. The said lands being described in Schedule "A".
2. THE DEVELOPER covenants and agrees that from the date of registration of the Land Use Contract in the office of the Kamloops Land Registration District, no use or development of the said lands shall take place except in accordance with Schedules "B", "C" and "D" attached hereto.
3. WHENEVER the singular is used herein the same shall be construed as meaning the plural where the context or the Parties so require.
4. THIS LAND USE CONTRACT shall enure to the benefit and be binding upon the Parties hereto their respective successors and assigns.

A Public Hearing was held at Kamloops, B.C. on the 5th day of May, 1976.

This Agreement was approved on the _____ day of _____, A.D., 1976 by a vote of the required number of the Members of the Board of the District as required by the Municipal Act and after having been duly publicized as required by the Municipal Act.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year first above written.

THE CORPORATE SEAL OF THE THOMPSON-NICOLA REGIONAL DISTRICT was hereto affixed in the presence of:

Chairman

Secretary-Treasurer

THE CORPORATE SEAL OF THE DEVELOPER was hereto affixed in the presence of its proper officers:

President

Secretary

Developer

Developer

WITNESS: (as to both signatures of the Developer)

Signature

Address

THOMPSON NICOLA REGIONAL DISTRICT

LAND USE CONTRACT

SCHEDULE "A" AS TO LANDS COVERED BY THE

LAND USE CONTRACT

Lot 20,
Section 28,
Township 20,
Range 15,
West of the 6th Meridian,
Kamloops Division Yale District,
Plan 19744.
Kamloops Assessment District.

THOMPSON-NICOLA REGIONAL DISTRICT

LAND USE CONTRACT

CONDITIONS AND TERMS

SCHEDULE "B" AS TO LANDS WITHIN THE

LAND USE CONTRACT

PLAN	A	This Contract shall pertain to that area outlined in red on the plan forming Schedule "D" of this Agreement;
BYLAWS	B	This Contract shall be subject to all Bylaws, together with any amendments from time to time, of the Thompson-Nicola Regional District excepting as where changed or modified by this Contract;
CHANGES OF PLAN	C	Upon completion and registration of this Land Use Contract, application can be made to the Thompson-Nicola Regional District at the cost of the Developer, for release of the land from this Land Use Contract;
CHANGES OF CONTRACT	D	No change in Land Use shall be permitted on the said designated property unless mutually agreed upon by the Board of the Thompson-Nicola Regional District and the owner of the designated property, and in accordance with the Municipal Act;
ACCESS	E	The Developer or his agent shall obtain an access permit from the Department of Highways, who may set terms for the position of access to the site(s) and sight distances;
TREES	F	The Developer, or any other person, shall not cut or cause to have fallen any trees without the expressed approval of the Thompson-Nicola Regional District;
APPLICABLE ZONE	G	The Developer shall conform to the provisions as set out in the C-2A (Retail Commercial) Zone of Thompson-Nicola Regional District Bylaw No. 57, together with its amendments, excepting as where changed or modified by this Land Use Contract, for the purpose of permitting a commercial development;
PERMITTED USES	H	Notwithstanding the provisions of item "G" above, the Developer shall not be permitted to carry out any other use excepting a service station, cafe, post office, and residence;
DEVELOPMENT LAYOUT	I	This Contract makes provisions for the development of lands, covered by this Contract, to be developed as shown outlined in red on Schedule "D" of this Contract. The development layout of this Contract may undergo minor changes necessitated by topographical or servicing constraints subject to the approval of the Director of Planning of the Thompson-Nicola Regional District;
POTABLE WATER	J	Before final approval of the subdivision, by the approving officer, the Developer, shall ensure that a supply of potable water, having a flow of not less than six hundred (600) gallons per each day of each year, is available to each lot or parcel of land as shown on Schedule "D" of this Contract. Proof of water shall be either by notarized statement or a professional engineer's report. Such requirements of proof shall be at the discretion of the Director of Planning of the Thompson-Nicola Regional District;

SCHEDULE "B" CONTINUED

POTABLE
WATER
CONTINUED

Whereas the District consents to the issuance of proof of potable water, the Developer agrees to save the District and the province harmless from all claims or rights of action, after the subdivision is approved;

It is understood and agreed that in accepting the foregoing waiver and indemnity the District does not thereby acknowledge that it would otherwise be liable for any claims arising out of proof of water;

COMPLETION K

This Land Use Contract shall become null and void, at the option of the Thompson-Nicola Regional District, after fifteen (15) years from its date of registration at the Kamloops Land Registry Office;

DEVELOPMENT
COMPLETION L

The development, as shown outlined in red on Schedule "D" of this Contract, shall be completed within one (1) year from the date of registration at the Kamloops Land Registry Office.

THOMPSON NICOLA REGIONAL DISTRICT

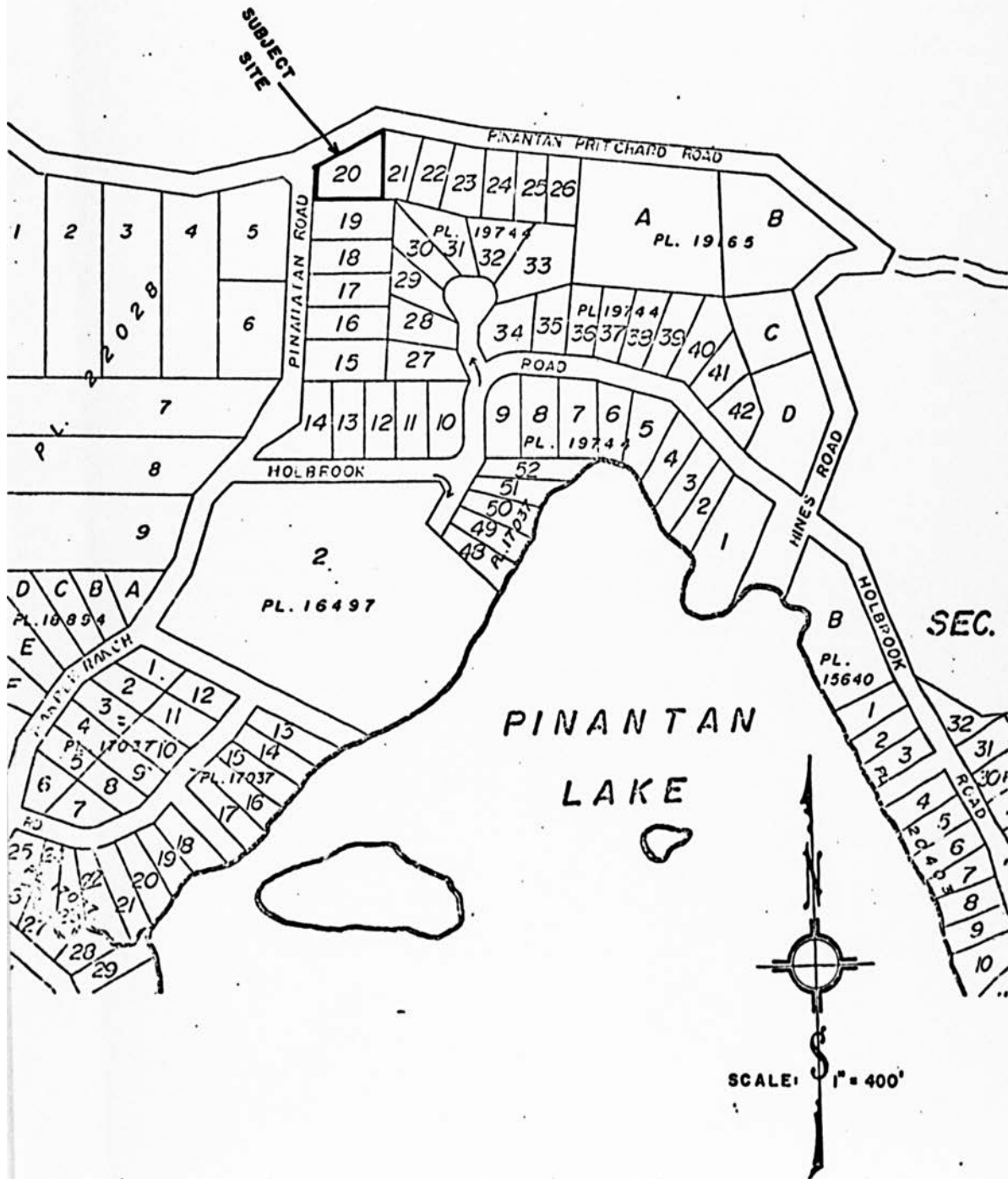
LAND USE CONTRACT

SCHEDULE "C" OF THE LAND USE CONTRACT

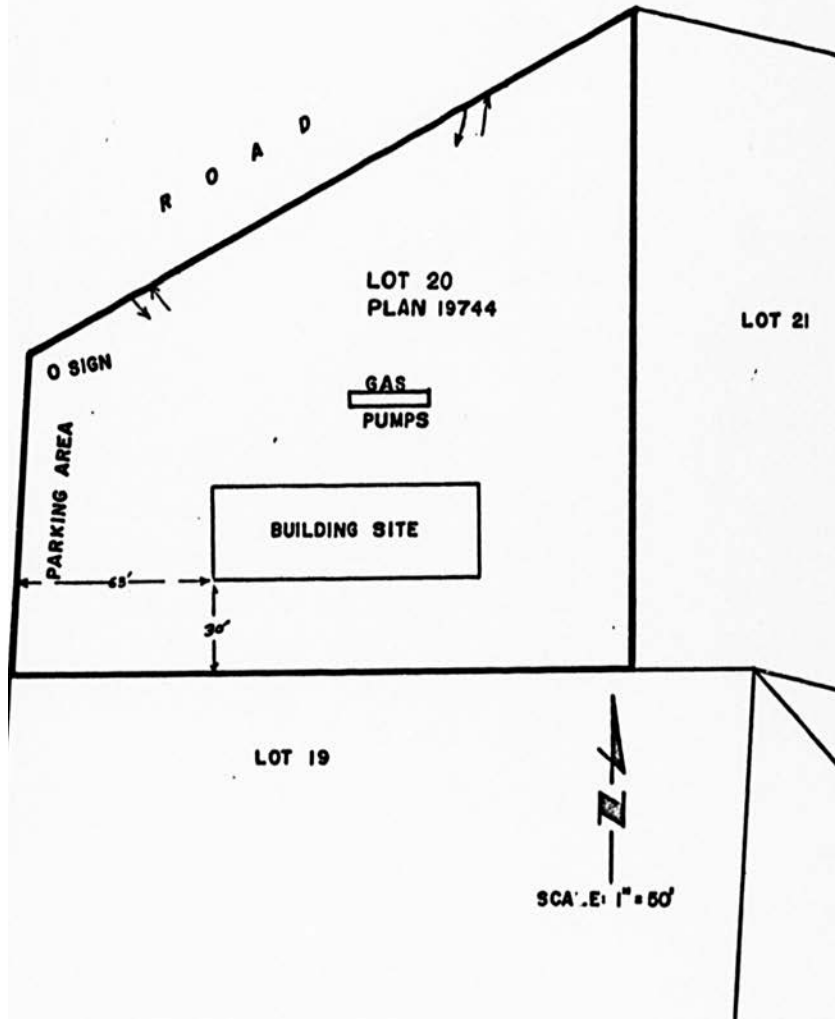
RELATIONSHIP OF SCHEDULE "D" AREA

TO WHOLE AREA WITHIN LANDS

DESCRIBED IN SCHEDULE "A"



THOMPSON-NICOLA REGIONAL DISTRICT
LAND USE CONTRACT
SCHEDULE "D" OF THE LAND USE CONTRACT
PLANS AND SPECIFICATIONS



BETWEEN:

THOMPSON-NICOLA REGIONAL DISTRICT

AND:

SURJEET SIEMENS AND
PARITHA SIEMENS
"JOINT TENANTS"

LAND USE CONTRACT

Law Offices of:

Andrews and Company,
153 Seymour Street,
Kamloops, B.C.

REZONING APPLICATION NO. 127

BYLAW NO. 307(57-89)