



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

3674

APPROVED AND ORDERED 16. DEC. 1976

W. S. Dewar

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 16. DEC. 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. 111 of the Regional District of Bulkley-Nechako cited as "Land Use Contract Authorization By-law (Lot 2, Plan 7488, District Lot 315, Range 5, Coast District) By-law No. 111" be approved in the form of by-law hereto attached.

[Signature]
Minister of Municipal Affairs and Housing.

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

REGIONAL DISTRICT OF BULKLEY-NECHAKO

BY-LAW NO. 111

REGIONAL DISTRICT OF BULKLEY-NECHAKO

BY-LAW NO. 111

A By-Law to authorize the entering into of a Land Use Contract with Mr. Daniel A. Rix respecting Lot 2, Plan 7488, District Lot 315, Range 5, Coast District.

WHEREAS pursuant to the provisions of Subsection 1 of Section 798A of the Municipal Act, and the provisions of Section 702A of the Municipal Act, the Regional Board may by by-law enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon:

AND WHEREAS a Public Hearing as required under Section 702A has been held;

AND WHEREAS this by-law has been approved by the Lieutenant-Governor in Council;

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

1. The Regional District of Bulkley-Nechako is hereby authorized and empowered to enter into a Land Use Contract with Mr. Daniel A. Rix in accordance with the form of contract attached to and forming part of this by-law.
2. The Chairman and Secretary of the Regional District of Bulkley-Nechako are hereby authorized and empowered to execute the said Land Use Contract with Mr. Daniel A. Rix and to register the said Land Use Contract at the Land Registry Office, and to do all things necessary in relation thereto.
3. This by-law may be cited as "Land Use Contract Authorization By-Law (Lot 2, Plan 7488, District Lot 315, Range 5, Coast District) By-Law No. 111."

Read a first, second and third time this 18 day of November 1976

I hereby certify the foregoing to be a true and correct copy of By-Law No. 111, cited as "Land Use Contract Authorization By-Law (Lot 2, Plan 7488, District Lot 315, Range 5, Coast District) By-Law No. 111", as at third reading.

Dated at Burns Lake this 24 day of November 1976

R. J. Beau
Secretary-Treasurer

Reconsidered, finally passed and adopted this day of

Chairman

Secretary-Treasurer

LAND USE CONTRACT

This Agreement made the day of 197 .

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO

(hereinafter called the Regional District of the First Part;)

AND

DANIEL A. RIX

(hereinafter called the Developer of the Second Part;)

WHEREAS the Regional District, pursuant to Sections 702A and 798A, may, notwithstanding any by-law of the Regional 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 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 Regional Board 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 Regional District a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Regional District or Section 712 or 713 of the Municipal Act or both, and has requested that the Board of the Regional District enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Board of the Regional District, 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 Regional District and the Developer both acknowledge that the Board of the Regional District could not enter into this agreement, until the Board held a public hearing in relation to this agreement, and considered any opinions expressed at such hearing and unless two-thirds of the Directors having among them two-thirds of the votes of the member municipalities that are participating in the zoning function, and two-thirds of all the Directors having among them two-thirds of all the votes of the Regional Board voted in favour of the Regional District entering into this contract;

NOW THEREFORE this agreement witnesseth that in consideration of the premises and the conditions and covenants hereinafter set forth, the Regional District and the Developer covenant and agree as follows:

- OWNER**

1. The developer is the registered owner of an estate in fee simple and of all and singular that certain parcel or tract of land and premises, situate, lying and being in the Prince George Assessment District, in the Province of British Columbia, and being more particularly known and described as;
- LAND**

Lot 2, Plan 7488, District Lot 315, Range 5, Coast District (Hereinafter called the "land").
- CONSENTS**

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.
- USES**

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.
- 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 "A" hereto.
- REGISTRATION**

5. This Agreement shall be construed as running with the land and shall be registered in the Land Registry Office by the Regional District pursuant to the provisions of Section 702A (4) of the Municipal Act.
- INTERPRETATION**

6. 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.

7. This Agreement shall ensure 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 by the Minister of Municipal Affairs on the _____ day of _____ 197 .

This Agreement was approved on the _____ day of _____ 197____, by a vote of two-thirds of the Directors having among them two-thirds of all the votes of the Regional Board.

IN WITNESS 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 REGIONAL DISTRICT OF BULKLEY-NECHAKO WAS affixed in the presence of:

(SEAL)

CHAIRMAN

SECRETARY-TREASURER

SIGNED, SEALED AND DELIVERED
In the presence of:

(Name)

(Address)

(Occupation)

Daniel A. Rix

Virginia E. Rix

THE SEAL of DANIEL A. RIX was affixed in the presence of:

(SEAL)

Janet Robin

LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use.

Developer may subdivide Lot 2, Plan 7488, District Lot 315, Range 5, Coast District into four parcels to a minimum parcel size of one acre. This subdivision shall be subdivided as shown on the attached plan which forms part of Schedule "A". Provided also that one only single family dwelling will be constructed on each parcel.

Notwithstanding any other provision of this Land Use Contract, no building shall be constructed, nor mobile home located:

- (a) with any part of the floor system of habitable spaces, or in the case of a mobile home, the ground level on which it is located, lower than ten (10) feet above the natural boundary of the Stuart River.
- (b) within one hundred (100) feet of the natural boundary of the Stuart River. If landfill is used to achieve the required elevation, the toe of the fill slope shall be no closer than the above distance from the natural boundary, and the face of the fill slope must be adequately protected against erosion from flood flows.

Provided that, with the approval of the Deputy Minister of Water Resources, these requirements may be reduced.

For the purposes of this section, the following definitions shall apply:

"Natural Boundary" - means the visible high-water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark upon the soil of the bed of the lake, river, stream, or other body of water, a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself.

"Watercourse" - is any natural or man-made depression with well-defined banks and a bed two feet or more below the surrounding land serving to give direction to a current of water at least six months of the year or having a drainage area of one square mile or more or as required by a designated Water Resources Official of the Province of British Columbia.

PLAN OF SUBDIVISION OF LOT 2, PLAN 7488,
DISTRICT LOT 315, RANGE 5 COAST DISTRICT.

SCALE: 1 inch = 100 feet.

LEGEND: Bearings are astronomic, derived from Plan 7488.

- OIP denotes iron post found.
- IP denotes standard iron post set.

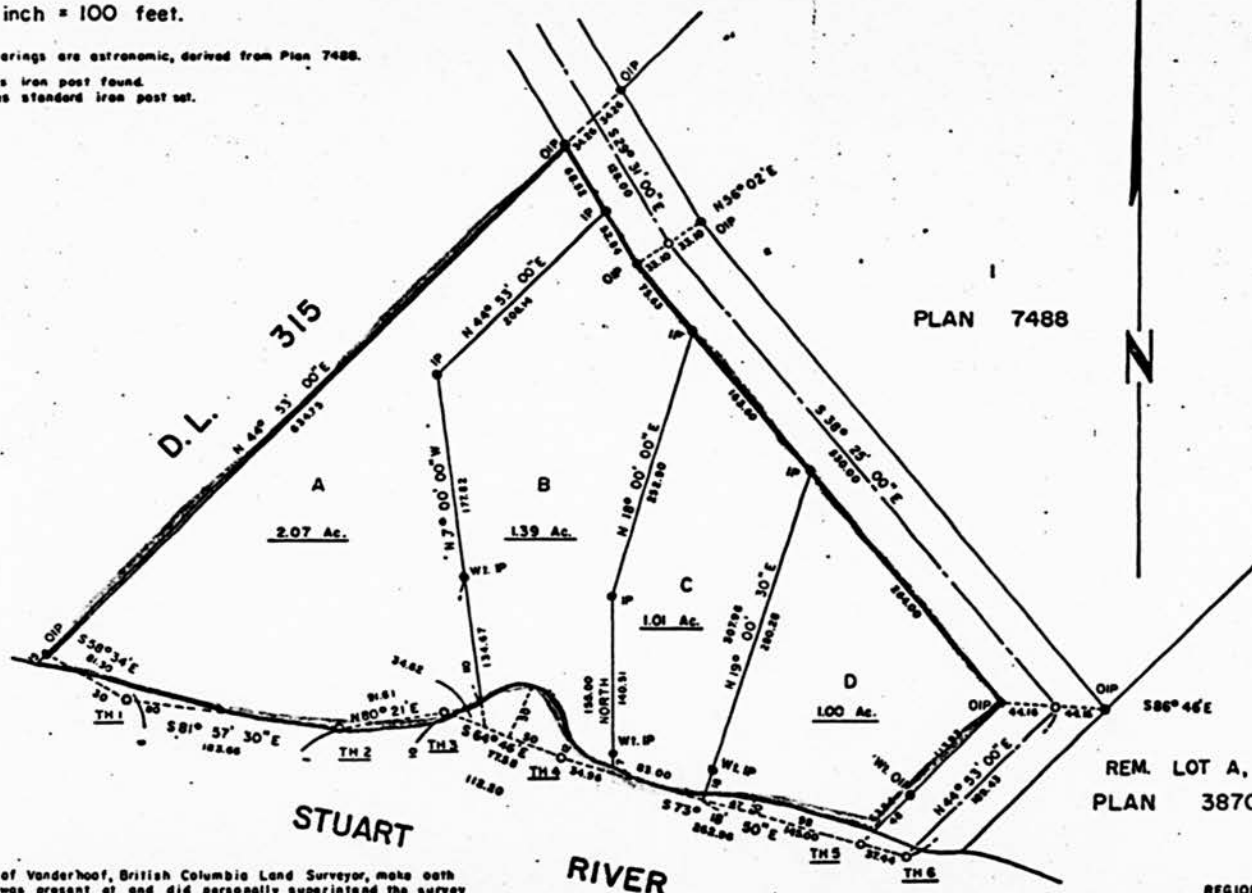
PLAN _____

Deposited in the Land Registry Office at Prince
Rupert this day of _____, 1975.

Registrar.

PLAN 7488

REM. LOT A,
PLAN 3870



Owner

Witness

Owner

Witness

I, R.G. Robertson, of Vanderhoof, British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 26th day of September, 1975.

STUART

RIVER

REGIONAL DISTRICT OF BULKLEY-NECHAND.

Approved under the Land Registry Act,
this day of _____, 1975.

Approving Officer, Department of Highways.

Sworn before me this day of _____, 1975.

B.C.L.S.

A Commissioner for taking affidavits for British Columbia.

R.G. Robertson,
B.C. Land Surveyor,
Box 828, Vanderhoof, B.C.

FILE: R-325/2