

DISTRICT OF NORTH SAANICH

BY-LAW NO. 188

A By-law to authorize an Agreement between the District of North Saanich and Park Pacific Apartments, Ltd. to proceed with the development of certain lands owned by the Park Pacific Apartments, Ltd. and commonly referred to as the Dean Park Estates Land Development Project.

WHEREAS the Municipal Council of the District of North Saanich deems it adviseable to enter into an agreement with the Park Pacific Apartments, Ltd. to commence the development of phase one consisting of one hundred and twelve lots within the Comprehensive Residential Zoned area. The subdivision and development will comprise a portion of properties known as the Westerly 64 acres, Section 3, Range 2 East and That Part lying west of East Saanich Road, Section 4, Range 2 East, excluding Plan 17389.

THEREFORE the Municipal Council of the District of North Saanich in open meeting assembled, enacts as follows:

1. It shall be lawful for the District of North Saanich to enter into an agreement in the form set out as Schedule "A" attached to this By-law.
2. The said Schedule "A" shall form and be part of this By-law.
3. The Mayor and the Clerk of the District of North Saanich are hereby authorized to do such things and execute such documents as shall be necessary to enter into and carry out such Agreement.
4. This By-law may be cited for all purposes as "North Saanich Land Development By-law No. 1, (1975)."

Read a first time the 7th day of April 1975

Read a second time the 7th day of April 1975

Read a third time the 7th day of April 1975

RECONSIDERED, FINALLY PASSED AND ADOPTED

the 21st day of April 1975

R. F. ewe.  
Mayor

E. F. Davis  
Clerk



SCHEDULE "A"  
TO  
BY-LAW NO. 188

THIS AGREEMENT made the <sup>22<sup>nd</sup></sup> day of ~~March~~ <sup>April</sup>, 1975.

BETWEEN: THE DISTRICT OF NORTH SAANICH,  
with its Municipal office situate at 1620 Mills Road, in the  
District of North Saanich, in the Province of British Columbia.  
(hereinafter referred to as "the Municipality")

OF THE FIRST PART

AND: PARK PACIFIC APARTMENTS LTD., a company duly incorporated  
under the laws of the Province of British Columbia with its  
registered and records office situate at 4th floor, 31 Bastion  
Square, Victoria, in the Province of British Columbia.  
(hereinafter referred to as "the Developer")

OF THE SECOND PART

WHEREAS the Developer is seized of the fee simple to lands and premises  
within the Municipality of North Saanich, in the Province of British Columbia,  
as described on the attached Schedule "A", which said lands shall hereinafter  
be referred to as "the said Lands";

AND WHEREAS the Developer desires to develop the said Lands as a residential  
district and subdivide part of the said Lands into one hundred twelve (112)  
residential lots with a minimum area of fifteen thousand (15,000) square feet  
per lot (hereinafter referred to as "the Subdivision Area"), a copy of which  
plan of subdivision has been provided to the Municipality;

AND WHEREAS the Developer proposes to provide funds for the construction  
of a sewage treatment plant to service the said Lands and the Subdivision  
Area;

AND WHEREAS the Developer is seeking preliminary acceptance of the  
proposed subdivision;

AND WHEREAS the Developer has voluntarily agreed to and desires to  
fulfill all the covenants contained herein;

AND WHEREAS the Municipality has agreed to give preliminary acceptance to the proposed subdivision subject only to those conditions as set forth in Paragraph 1 hereafter;

NOW THEREFORE WITNESSETH that in consideration of the foregoing and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

1. That the Municipality agrees to and does hereby give preliminary acceptance to the proposed subdivision of the said Lands and to the external servicing facilities relating thereto subject only to the following conditions:

first, the Developer fulfilling all the covenants herein agreed to be fulfilled by the Developer; second, the Municipality accepting and approving an application for subdivision and rezoning, if necessary, for that portion of the said Lands on which the sewage treatment plant to be constructed at the Developer's expense is to be situate (hereinafter referred to as "the Sewage Treatment Plant"); third, the parties hereto and the Capital Regional District entering into satisfactory arrangements relating to the construction and use of the Sewage Treatment Plant; fourth, the Developer complying with all applicable and valid Municipal by-laws relating to the subdivision of the said Lands.

2. The Developer agrees that the sewage treatment plant shall be constructed at the sole expense of the Developer, and the Developer agrees to provide whatever funds are necessary for this purpose.

3. (a) That the Developer shall irrevocably dedicate to the Municipality for use as park and recreation land only all its right, title and interest in and to that portion of the said Lands as shown on the attached plan marked "Park Lands" free and clear of all encumbrances whatsoever except for such encumbrances as may exist at the date hereof (being a water line easement).

(b) The Developer shall deliver to the Municipality upon execution of this Agreement by the parties hereto an executed conveyance in registerable form conveying to the Municipality for use as park and recreation land all its right, title and interest in and to the Park Lands, PROVIDED HOWEVER, that the said conveyance shall not be made use of by the Municipality in any manner whatsoever until such time as the registration of the plan of subdivision of the said Lands in the Victoria Land Registry Office, at which time the Municipality shall be at liberty to make use of and register the said conveyance.

(c) It is further understood and agreed that the dedication of the Park Lands by the Developer to the Municipality shall fulfill the park land requirements of the Municipality in relation to the said lands, if, as and when developed. PROVIDED, HOWEVER, that in the event the park land requirement shall be increased by lawful statutory authority beyond five percent (5%) at any time in the future, the Developer shall dedicate to the Municipality such further amount of land as is necessary to fulfill the then increased park land requirements in relation only to that portion of the said lands remaining undeveloped.

(d) It is further understood and agreed that the dedication of the Park Lands shall be exclusive of all other lands required to be dedicated by the Developer to the Municipality for highway purposes.

(e) It is further understood and agreed that all lands dedicated to the Municipality by the Developer for park and recreation land purposes pursuant to this Agreement shall be free and clear of all encumbrances whatsoever, except as aforesaid, and further that none of the works and services required to be provided by the Developer for the subdivision shall be within the boundaries of the Park Lands, unless in the opinion of the Municipal Engineer no reasonable alternative exists.

(f) The Municipality agrees not to oppose an application to the B.C. Land Commission in respect of the subdivision access road which traverses land designated as Agricultural Land Reserve.

(g) It is further understood and agreed that during the development of

the proposed subdivision the Developer shall be permitted the use of a portion of the said land, forty (40) feet in width, running parallel and adjacent to the proposed entrance to the Subdivision Area as temporary access only until such time as the Park Land has been dedicated, PROVIDED HOWEVER, that the Park Lands shall be cleared of debris and landscaped prior to dedication and that no trees are to be harmed or removed from the said Park Lands.

4. The Developer further agrees to pay the following costs of municipal services and administration and to this end agrees to pay all said costs on presentation of statements as to such costs.

- (i) All fees and disbursements of an engineer instructed by the Municipality in relation to verification of services as required by this Agreement and the Approving Officer.
- (ii) All charges relating to application for and processing of the subdivision plan as prescribed by municipal by-laws.
- (iii) All charges relating to the capital and servicing costs of the sewer trunks, laterals and the treatment plant facilities during such time as the Developer continues to own lots within the subdivision and in relation only to those lots the Developer from time to time continues to own.

5. The Developer covenants and agrees to construct, supply, install and pay for all plant, labor, material and workmanship necessary to provide all the works and services specified by this Agreement, the subdivision plan hereto as altered, amended, supplemented and detailed by the Approving Officer or Council of the Municipality and the applicable municipal subdivision by-laws.

6. The Developer shall deposit with the Municipality a bond or irrevocable bank letter of credit in the sum of THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$33,600.00) in form satisfactory to the solicitors for the Municipality to ensure that at the time of registration of the plan of subdivision, such

funds will be available and may be appropriated at such time by the Municipality who shall be obliged to appropriate the said funds to the Municipal New Works and Equipment Fund for improvement of Dean Park Road from East Saanich Road to the first access of the Subdivision Area and for the improvement of East Saanich Road from the main access of the Subdivision Area to McTavish Road.

7. The Developer shall provide, install and pay for a complete storm drainage system within the Subdivision Area and a storm drainage system from the Subdivision Area to the sea as stipulated by the Municipality's engineering standards.

8. The Developer shall construct and pay for temporary turn-arounds at the end of each road within the Subdivision Area where the said road is proposed to be extended at a future time in the event of further subdivision of adjoining lands.

9. The Municipality agrees that no more than eighteen thousand (18,000) gallons per day of the capacity of the sewage treatment plant which it is proposed that the Capital Regional District be requested to construct at Bazan Bay (being fifteen percent (15%) of the average daily flow licensed by Pollution Control Branch Permit NO. PE-2048 dated February 7, 1974) shall be available for use by the Municipality for public purposes only. Neither the Municipality nor the Capital Regional District shall be responsible for any costs in relation to the use of the said sewage treatment plant for public purposes other than the cost of the connection of the facilities of the Municipality to the trunk sewer and the proportionate share of the operating costs (other than debt or debt charges) of the sewage treatment plant in relation to the actual percentage capacity of the said treatment plant used by the Municipality. In this regard, the parties further agree that the Municipality may request of the Capital Regional District that up to such quantity be set aside for the public purpose intended.



10. The Developer shall prove that each building lot within the Subdivision Area has access to a proven source of potable ground water and shall pay the costs of all tests and inspections of a hydrological engineer chosen by the Municipality.

11. In the event that the tests and inspections prove each building lot in the Subdivision Area has access to a proven source of potable ground water, the Developer shall provide and pay for a community water supply system adequate to service the Subdivision Area in the opinion of the municipal engineer. Upon completion of the community water supply system, the Developer shall transfer all its right, title and interest in and to the said system free and clear of all encumbrances whatsoever to the Municipality, PROVIDED ALWAYS that any excess of ground water over and above the requirements of the Subdivision Area shall be available for use by the Developer in connection with the further development of the said lands. The Developer further agrees to pay all normal connection fees for installation of all meters and meter boxes to each parcel of land within the subdivision.

12. The Developer shall deposit with the Municipality a bond in an amount satisfactory to the Approving Officer and in a form satisfactory to the solicitors of the Municipality to insure that all works and services required to be provided, installed and paid for by the Developer in relation to the subdivision are provided, installed and paid for; and further, the Developer shall enter into an agreement with the Municipality providing for the construction and installation of the said works and services by a specified date, and in default the forfeiting of the amount secured by the bond to the Municipality.

13. It is understood and agreed that the acceptance of the proposed subdivision shall only be in relation to the Subdivision Area and is in no way to be construed or interpreted to be applicable or in relation to any of the balance of the said lands or lands adjoining the Subdivision Area owned by

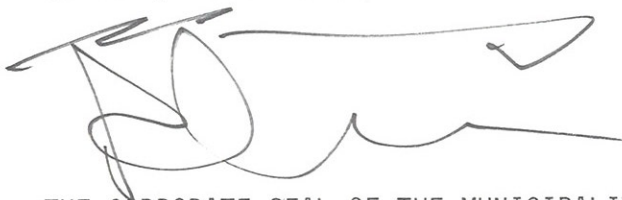
the Developer.

14. The Developer agrees that none of the lots within the Subdivision Area shall be sold or title in and to the said lots conveyed to any other person or corporation until such time as the Municipality is satisfied that all covenants of this agreement to be fulfilled by the Developer are or will be fulfilled.

15. It is further understood and agreed that the Municipality is not in any way whatsoever bound by this Agreement to pass a subdivision or rezoning by-law in relation to the Sewage Treatment Plant. The Municipality will, however, assist and cooperate with the Developer so as to achieve construction of the Plant, and in particular will request the Capital Regional District to build such Plant (at the Developer's expense) and will create a sewer enterprise area for such Plant comprising the said Lands.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal the day and year first above written.

THE CORPORATE SEAL OF PARK PACIFIC  
APARTMENTS LTD. was hereunto affixed  
in the presence of:



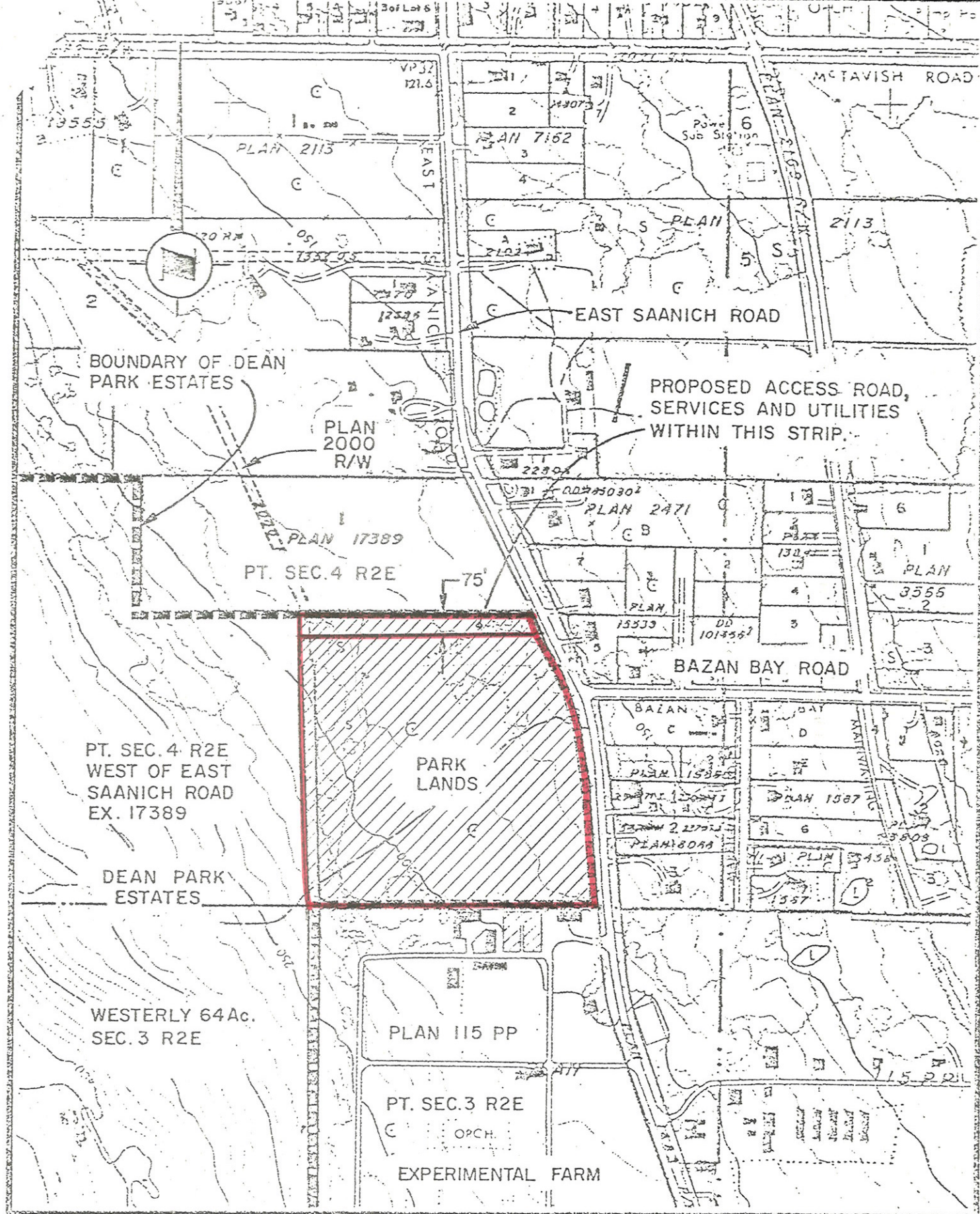
(seal)

THE CORPORATE SEAL OF THE MUNICIPALITY  
OF THE DISTRICT OF NORTH SAANICH was  
hereunto affixed in the presence of:

*P. F. C. v. e* MAYOR.  
*E. J. Davis; Municipal Clerk.*



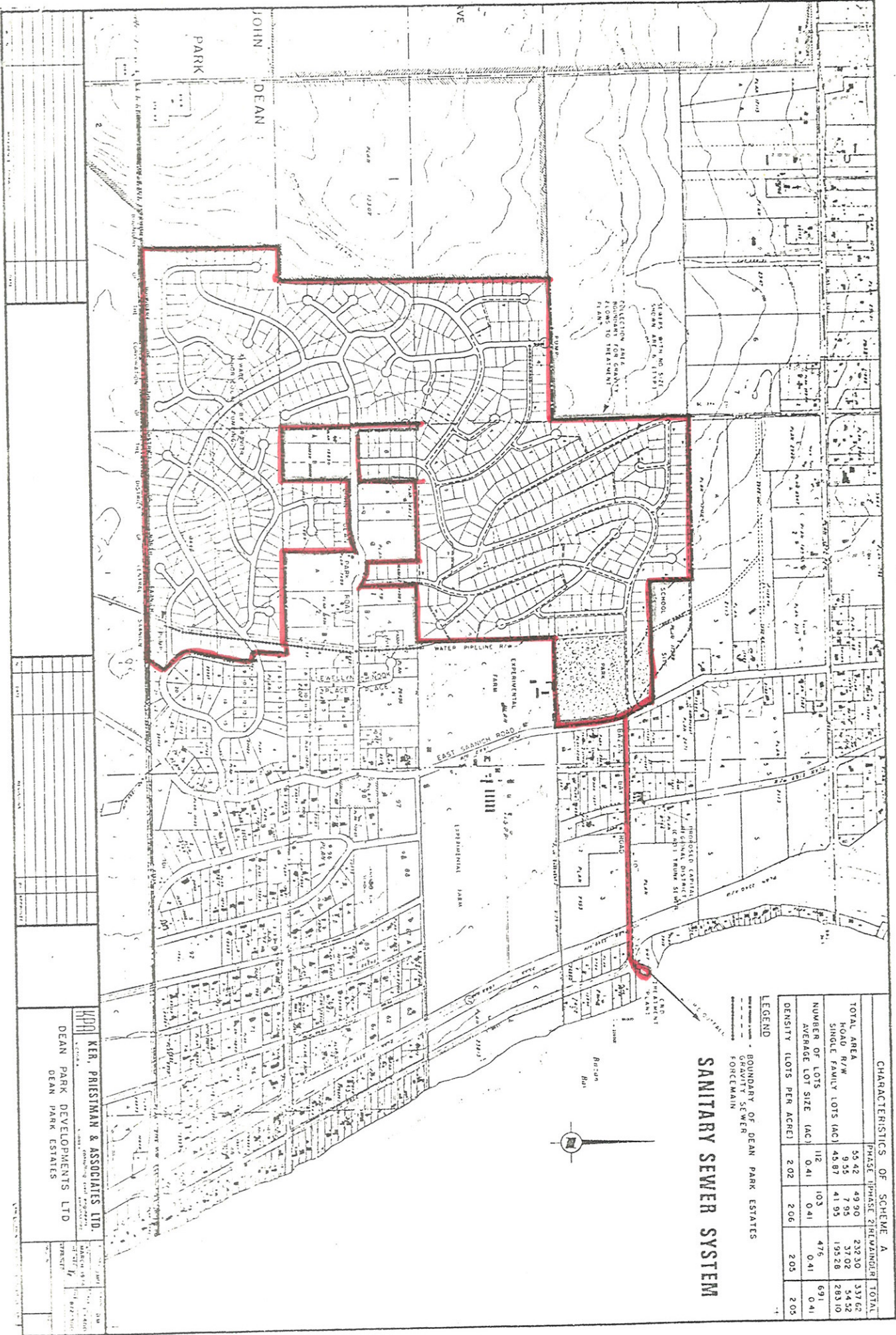




DESIGNED	J McF		<b>KPB, PRIESTMAN &amp; ASSOCIATES LTD.</b>  consulting civil engineers VICTORIA BURNABY ABROTSFORD KELOWNA	DATE	MARCH 1975
DRAWN	BL			SCALE	1" = 400'
CHECKED	NIG			FILE	872/300
APPROVED				DWG. NO.	872/300-SK35
DEAN PARK DEVELOPMENTS LTD. DEAN PARK ESTATES PARK LANDS					



# SCHEDULE "A"



KER, PRIESTMAN & ASSOCIATES LTD.  
 DEAN PARK DEVELOPMENTS LTD  
 DEAN PARK ESTATES