

SQUAMISH-LILLOOET REGIONAL DISTRICT

By-law No. 47

A by-law to provide for the approval of a Land Use Contract.

WHEREAS Section 225 of the Municipalities Enabling and Validating Act provides that no plan of subdivision of land to provide spaces for mobile homes within an Electoral Area of a Regional District shall be approved unless the subdivision is subject to an approved Land Use Contract.

AND WHEREAS Brian Edwards, of Pemberton, British Columbia, has purchased Lot 2, Block 8, District Lot 166, Plan 23735, subject to the approval of a Land Use Contract.

AND WHEREAS the said Lot 2 has been, by By-law No. 41 of the Regional District, declared a Development Area.

NOW THEREFORE the Regional Board of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

1. The Land Use Contract between the Squamish-Lillooet Regional District and Brian Edwards, of Pemberton, British Columbia, respecting the real property described as Lot 2, Block 8, District Lot 166, Lillooet District, Plan 23735, attached hereto as Schedule "A", is hereby approved.
2. The Chairman and Secretary-Treasurer are hereby authorized to sign the aforementioned Land Use Contract and to affix the Corporate Seal thereto.
3. This by-law shall come into force and effect upon its adoption by the Regional Board.
4. This by-law may be cited as the "Edwards Land Use Contract Approval By-law No. 47, 1973".

Pursuant to Section 703 of the Municipal Act a PUBLIC HEARING was held in Pemberton, British Columbia on Friday, July 27th, 1973.

READ A FIRST, SECOND, AND THIRD TIME this 21st day of August, 1973.

APPROVED BY THE LIEUTENANT GOVERNOR-IN-COUNCIL this 18 day of
APRIL, 1975.

RECONSIDERED AND FINALLY ADOPTED this 28th day of APRIL, 1975

Chairman

Secretary-Treasurer

Certified a true copy of By-law No. 47, 1973 of the Squamish-Lillooet Regional District as read a third time by the Regional Board this 21st day of August, 1973.

Dated at Pemberton, B.C. this 26 day of MARCH, 1975.

Secretary-Treasurer

Certified a true copy of By-law No. 47, 1973 of the Squamish-Lillooet Regional District as finally adopted by the Regional Board this 28 day of APRIL, 1975.

Dated at Pemberton, B.C. this 30 day of APRIL, 1975.

Secretary-Treasurer

THIS AGREEMENT made this 21st day of July 1973.

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT,
a body incorporate by Letters Patent
of the Province of British Columbia,
having its principal offices at
Pemberton, Province aforesaid

(hereinafter called the "District")

OF THE FIRST PART

AND:

BRIAN EDWARDS, School Principal, of Box
38, Pemberton, Province aforesaid

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the District, pursuant to Section 707A of the
Municipal Act may, notwithstanding any by-law 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 land as may be
agreed upon with the owner, 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 in the Lillooet Assessment District, Pemberton Valley Dyking
District and Pemberton North Improvement District better known and
described as Lot 2, District Lot 166, Lillooet District, Plan 23735;

AND WHEREAS by By-law No. 41 of the District the said lands
have been designated a Development Area;

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 Regional Board of the District has agreed to the same.

AND WHEREAS the District and the Developer both acknowledged that the Regional Board of the District could not enter into this Land Use Contract until the Regional Board 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 covenants hereinafter set forth the District and the Developer agree as follows:

1. THIS Land Use Contract contemplates the undertaking and completion of a Mobile Home Court, and the Developer covenants and agrees that, except as may be hereinafter provided, from the date of registration of this Land Use Contract in the office of the Kamloops Land Registration District, the aforesaid lands shall not be developed or used except as a Mobile Home Court as more specifically hereinafter agreed and authorized by the District.

2. THE aforesaid Mobile Home Court shall be laid out and developed strictly in conformity with a site plan of the aforesaid lands prepared ^{and amended by} by J. Dovatt Davies & Partner, architects, and dated the 6th day of February 1973, a copy of which is attached to this Contract and marked "Schedule A."

3. THE Developer covenants and agrees that not more than twelve (12) mobile home spaces shall be constructed and occupied for utilization in conjunction with two existing septic tank systems. The District hereby covenants and agrees that the Developer may construct and cause to be used an additional seventeen (17) mobile home spaces subject to proof satisfactory to the District's Building Inspector, that the regulations of the Provincial Health authorities have been met and approval obtained therefor.

4. THE Developer covenants and agrees that if he desires to operate any portion of the said lands as a campsite, no area shall be so used unless and until the requirements of the Provincial Campsite regulations have been met.

5. A STRUCTURE consisting of a combined washroom-service building for use by the Mobile Home Court patrons shall be permitted, subject to the Developer obtaining a building permit therefor, the same to be constructed to the dimensions shown on the plan being Schedule "A" attached to this Agreement.

6. REINFORCED concrete runways or pads shall be installed and maintained at all times for each mobile home trailer space in accordance with the location thereof shown on the plan being Schedule "A" attached to this Agreement.

7. A STRUCTURE consisting of a combined office and store building for the use of the Mobile Home Court patrons may, subject to obtaining a building permit therefor, be erected and maintained in the location shown on the plan being Schedule "A" attached to this Agreement.

8. STREET lighting sufficient, in the opinion of the District's Building Inspector, shall be provided to illuminate all inhabited areas of the Mobile Home Court.

9. NO mobile home or other building on the said lands shall be occupied or used until arrangements have first been made satisfactory to the District's Building Inspector for the installation of drainage from within the site to outfall points, and for the installation of drainage facilities on the perimeter of the said lands sufficient to prevent surface water from running into or entering upon the said lands.

10. THE Developer covenants and agrees that he will comply with all Provincial Mobile Home Court regulations as issued from time to time.

11. THE Developer agrees to pay all the ordinary and reasonable advertising and legal expenses incurred by the District in connection with the preparation and registration of this Agreement.

12. THIS Land Use Contract shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, notwithstanding any statute, law, or proviso to the contrary.

THIS AGREEMENT was approved by By-law No. 47 of the Regional Board of the District adopted on the _____ day of _____ 1973.

THE CORPORATE SEAL of SQUAMISH-)
LILLOOET REGIONAL DISTRICT was)
hereunto affixed in the)
presence of:)

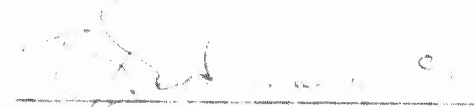
Chairman)

Secretary-Treasurer)

SIGNED, SEALED and DELIVERED)
by BRIAN EDWARDS in the)
presence of:)

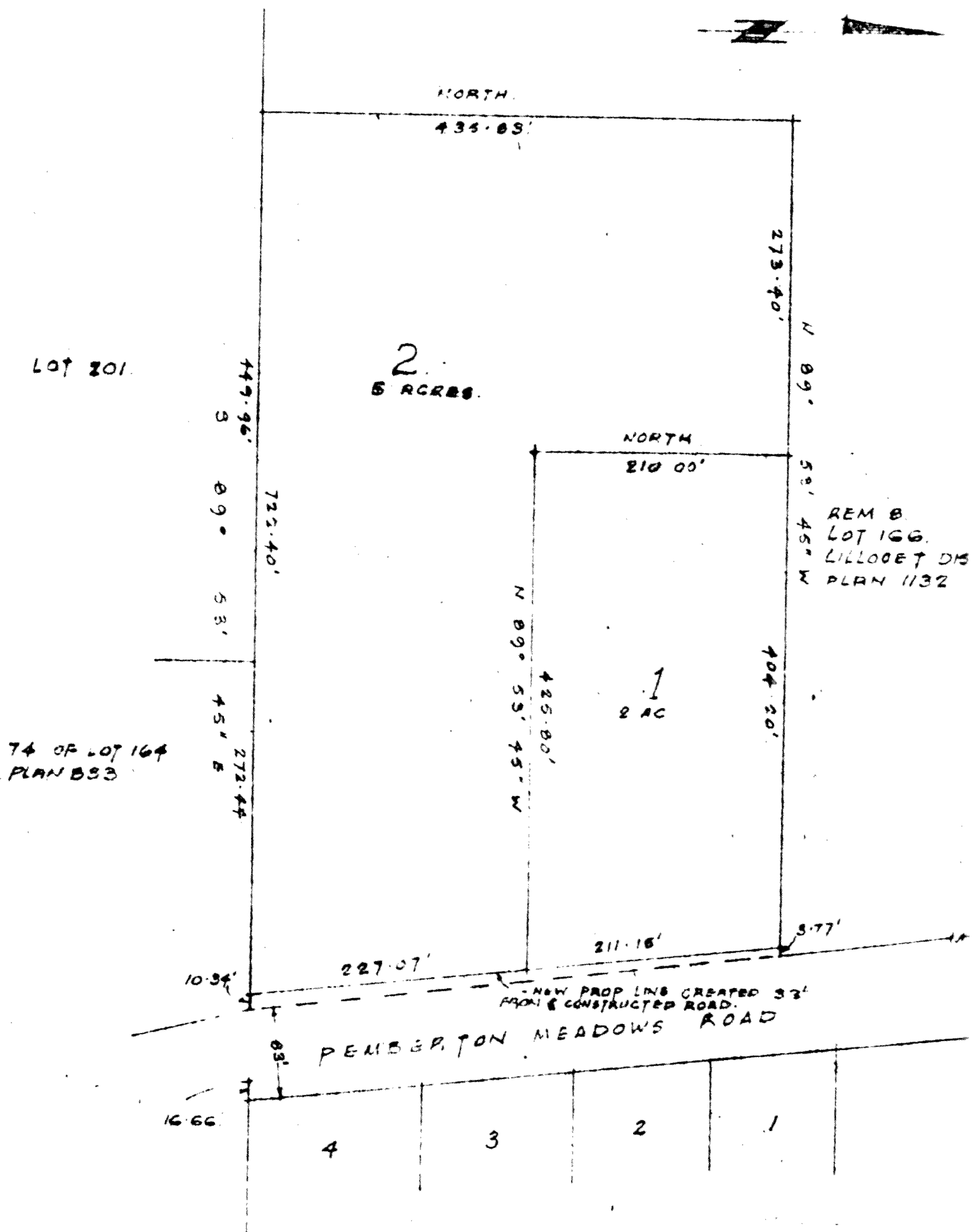


A Commissioner for taking
affidavits for British Columbia

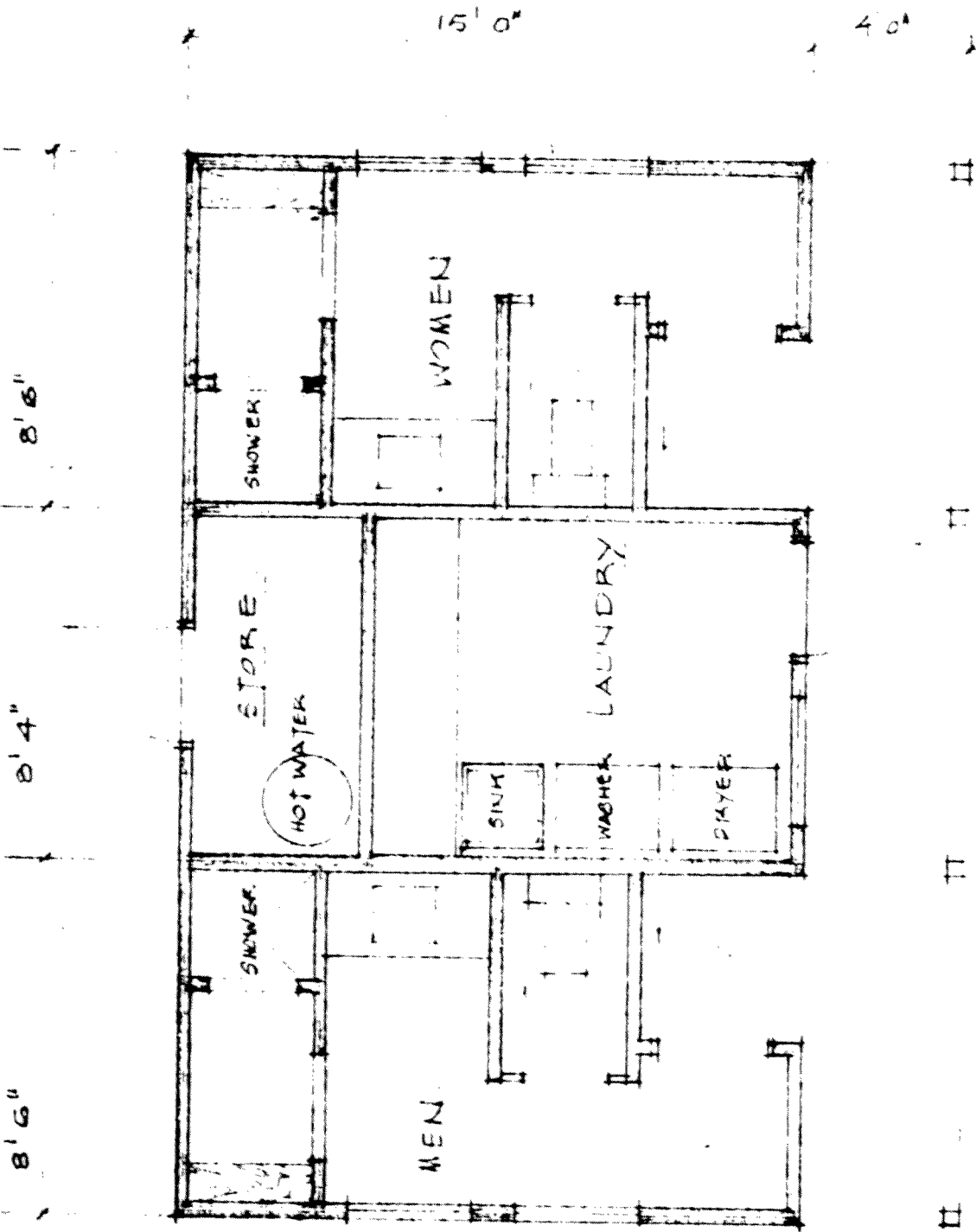


BRIAN EDWARDS

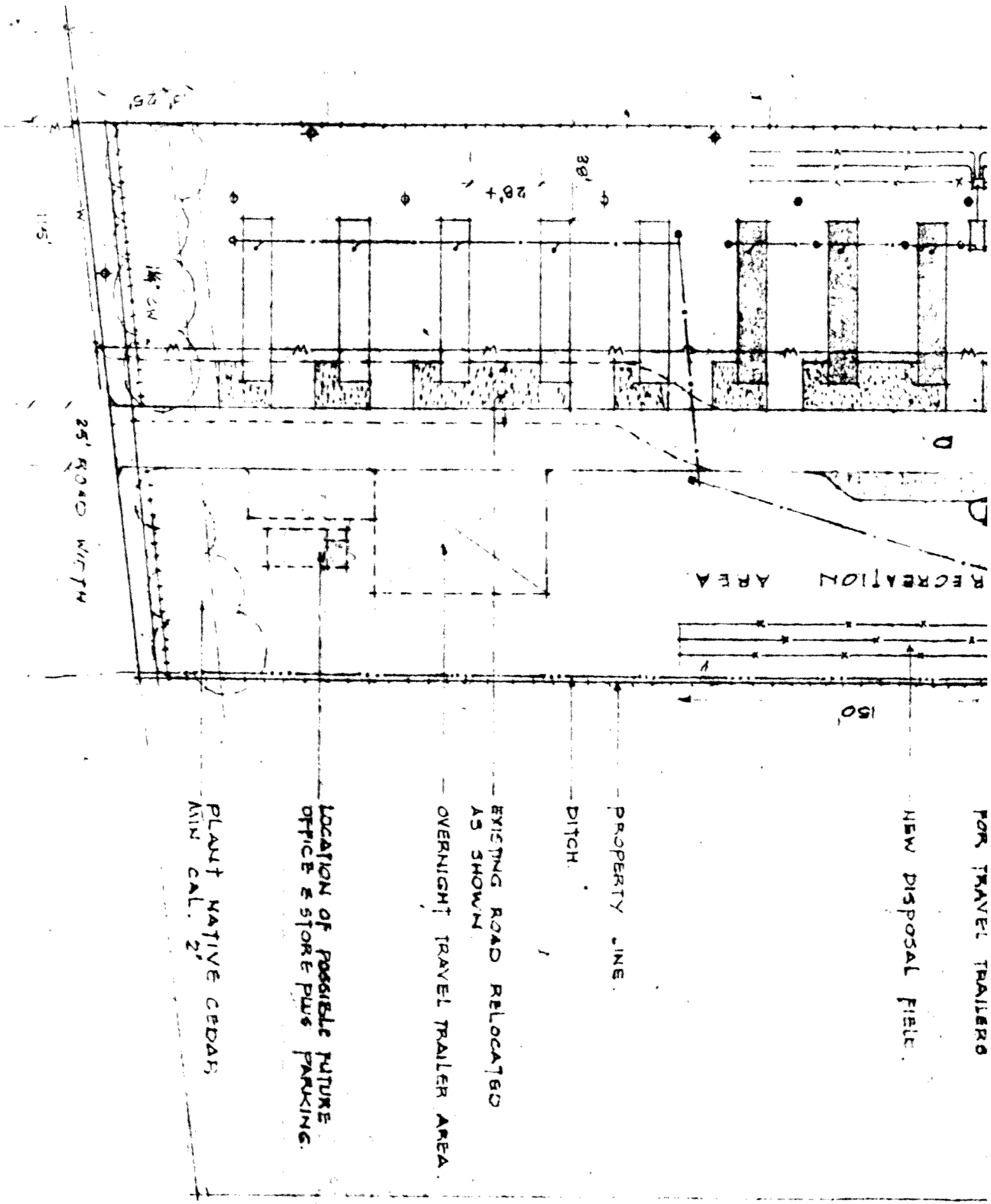
1. DIVISION PLAN OF PART OF LOT D
 IF LOT 166, LILLOOET DISTRICT
 PLAN 1132. SCALE 1"=100'



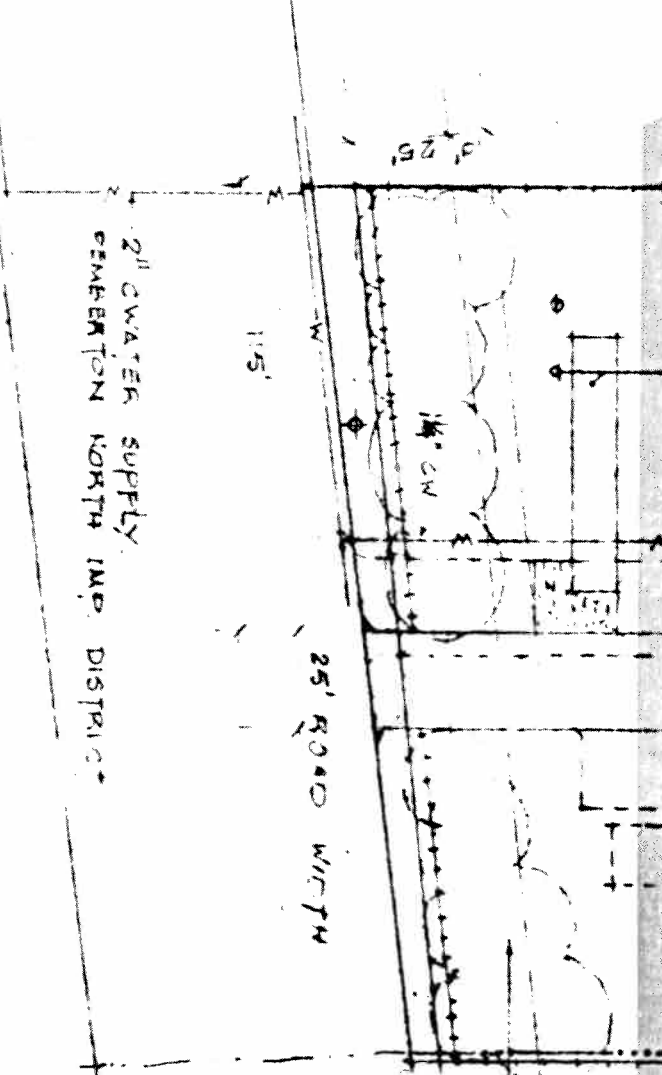
SITE PLAN



PLAN SCALE 1/4" = 1'-0"
 WASHROOMS - MEN, WOMEN & LAUNDRY



6 1973



PLANT NATIVE CEDAR
MIN CAL. 2"

L A Y O U T P L A N S C A L E 1" = 50'

LEGEND

- [---] EXISTING MOBILE HOME SPACE
- [---] PROPOSED MOBILE HOME SPACE
- [---] GRAVEL PARKING AREAS EXIST AND PROPOSED
- [---] 4" A.C. OR NO-CO-RODE SEWER PIPE
- [---] SURFACE SEWER CLEANOUT
- [---] BURIED P.V.C. WATER PIPE SIZE AS INDICATED
- [---] 3" STAND PIPE
- [---] 4" A.C. OR P.E.P.P. FIRE PIPE DRAIN BED
- [---] FENCE - CEDAR POLE - UNLESS NOTED OTHERWISE

ROADS 25' WIDE TO BE GRAVEL OTHER THAN ROADS & PARKING AREAS SHOWN THE WHOLE SITE TO BE MAINTAINED IN GRASS AS NOW

- ◆ POWER POLE EXIST. 40' --- DRAIN DITCH 18" DEEP
- ✕ POWER POLE NEW 40'
- DISTRIBUTION POLE EXIST 30'
- DISTRIBUTION POLE NEW 30'

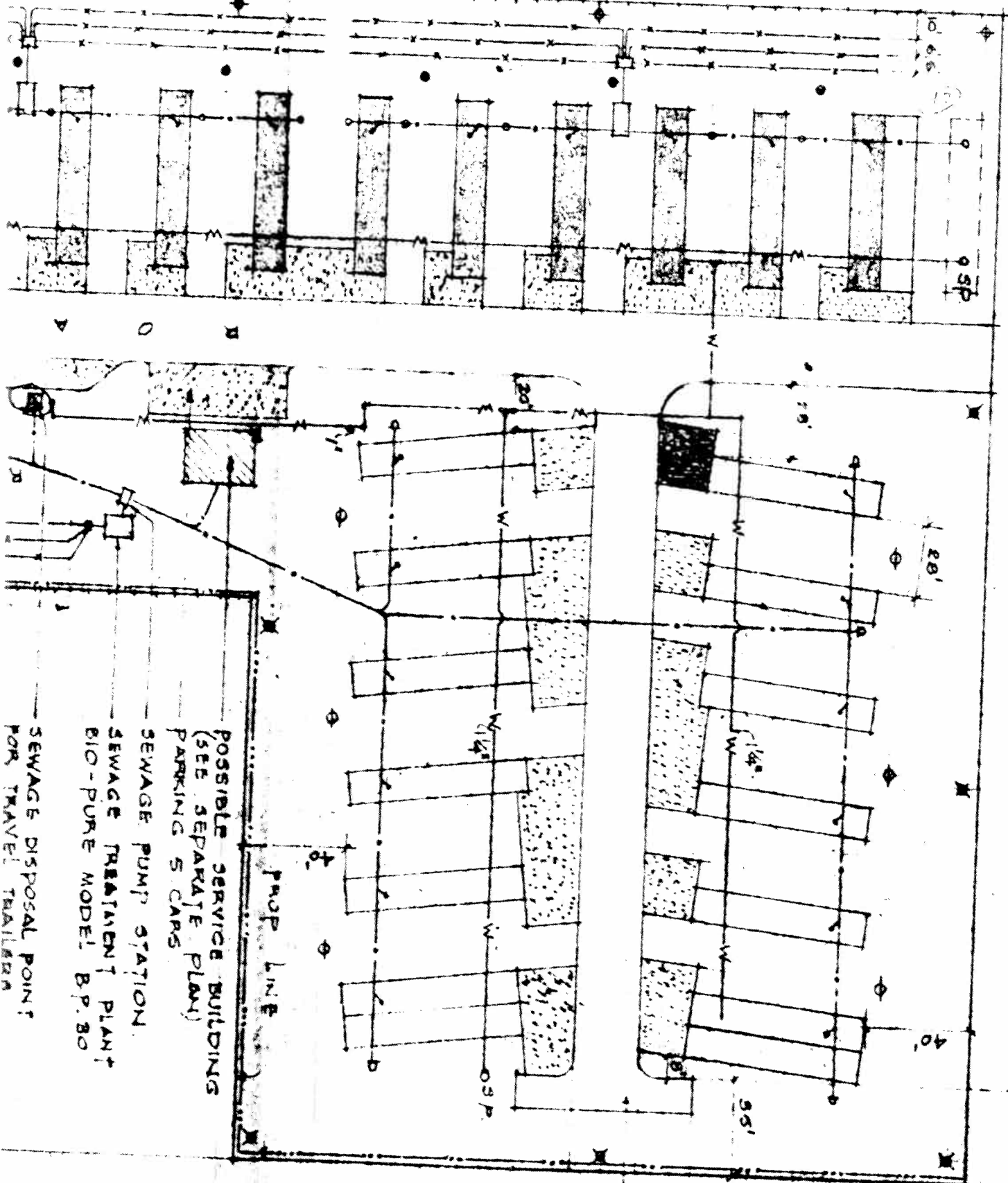
PROPOSED DEVELOPMENT:
KIA-ORA MOBILE HOME COURT.
PEMBERTON B.C.

SITE, LAYOUT & SERVICE BUILDING PLANS.

| | | | |
|--------------------------------------|---------------|----------|----------|
| J LOVATT DAVIES & PARTNER ARCHITECTS | | PROJECT | |
| 925 DENMAN ST. VANCOUVER B.C. | | SHEET | |
| SCALE AS SHOWN | DATE JAN 1973 | DRAWN JL | CHECK JL |
| | | | OF 1 |

4 STRAND BARBED WIRE FENCE

EXISTING SEPTIC TANKS AND DRAIN BODIES



- POSSIBLE SERVICE BUILDING
(SEE SEPARATE PLAN)
PARKING 5 CARS
- SEWAGE PUMP STATION
- SEWAGE TREATMENT PLANT
BIO-PURE MODEL B.P. 80
- SEWAGE DISPOSAL POINT
FOR TRAVEL TRAILERS

VEHICLE DRIVING AROUND

DINING

KITCHEN