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Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and that thereafter the use and development of the land shall notwithstanding any by-law of the municipality or the said Sections 712 or 713 be in accordance with the Land Use Contract;

D. The Owner is the registered owner of the fee simple absolute in possession in and to the said lands.

E. An application has been made by the Owner of the lands to the Municipal Council of the City for this Land Use Contract;

F. It is provided by Subsection (4) of said Section 702A of the Municipal Act that a Land Use Contract entered into as aforesaid shall have the force and effect of a restrictive covenant running with the land and shall be registered in the Land Registry office of the Municipality;

G. It is provided by Subsection (6) of the said Section 702A of the Municipal Act that a municipal council shall not enter into a Land Use Contract until it has held a public hearing, notice of which shall have been published in the manner prescribed in Section 702 of the Municipal Act and except upon the affirmative vote of the number of members of the Council prescribed therein;

H. The Municipal Council of the City has held a public hearing with respect to the matter of this Land Use Contract, notice of which was duly published in the manner prescribed;

I. This Land Use Contract and the entering into of the same by the City have been duly authorized by By-law No. 7267 cited as the "3080-82-90 Washington Avenue Land Use Contract By-law, 1977", which by-law was adopted by an affirmative vote of the number of members of the Municipal Council of the City prescribed by the Municipal Act.

NOW THEREFORE in consideration of the mutual covenants herein contained the parties agree as follows:

1. Those lands situate in the City of Victoria more particularly known and described as Lots 9,10 and 11, Section 7-A, Victoria District, Plan 431. (hereinafter called "the said lands") shall

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not for a period of fifty (50) years after the date of execution of this Contract be used except for the construction, reconstruction, erection and maintenance thereon of the buildings shown and described on the drawings annexed hereto and marked Schedule "A" (hereinafter called "the said drawings") and for the use and enjoyment of the said buildings for the several purposes shown on or indicated by the said drawings and the said buildings shall not be constructed, reconstructed, erected or maintained except in the positions and in the manner shown on or indicated by the said drawings.

2. Without limiting the generality of the prohibitions contained in Paragraph 1:

(a) the said lands and buildings shall not be used without providing and maintaining thereon at least thirty-nine (39) spaces for the parking of automobiles in the places indicated in the said drawings;

(b) the buildings shall be used solely for domestic residential and ancillary purposes and shall not be used for transient accommodation, hostels or other types of commercial living;

(c) the buildings shall contain no more than twenty-six (26) dwelling units;

(d) the aforesaid parking spaces may not be used for any other purpose except by authority of a resolution of the City Council;

(e) the said lands and buildings shall not be used without providing landscaping in accordance with the drawings to be thereafter maintained substantially in accordance with the said drawings.

3. Before the completion of construction the Owner may apply for minor modifications to the said drawings, not having the effect of increasing or reducing the number of storeys of the proposed buildings or of changing the essential nature, appearance

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or character of the buildings or the uses thereof, if such application is necessary in order to comply with generally accepted engineering or safety standards and practices or to comply with building or fire prevention regulations.

4. An application pursuant to Paragraph 3 may be granted in writing by the Director of Community Development, in his discretion, or may be referred by him to the City's Municipal Council for its decision in its discretion, and he shall in any event refer to the Council any application for permission to increase the height or density of any part of the building.

5. If there is any inconsistency between the wording of this Land Use Contract and the description on the said drawings of the uses and enjoyment of the said lands and buildings then the wording in this Land Use Contract shall prevail.

6. The Owner acknowledges that it has not been induced to enter into this Contract with the City by any representation of fact or law made by or on behalf of the City.

7. If any part of the said lands is hereafter dedicated for highway this Contract shall upon such dedication ipso facto cease to apply to the part so dedicated.

8. At the expiration of the period of fifty (50) years referred to in Clause 1 hereof the use of the said lands shall be controlled by the provisions of the Zoning By-law of the City in force in respect of the zone comprising the said lands at that time, and, in default of such Zoning By-law, shall be governed by the provisions of this Land Use Contract until a Zoning By-law applicable to these lands is enacted. If the use of these lands pursuant to the terms of this Contract is in conflict with the provisions of the Zoning By-law in force at the expiration of the period of fifty years as aforesaid then such use shall be deemed to be a lawful non-conforming use at that time.

9. The City covenants and agrees with the Owner that notwithstanding anything to the contrary contained in the aforesaid "Zoning By-law, 1956" or any amendment thereto or any by-law or by-laws that may hereafter be adopted in substitution for or in place thereof but subject always to this Land Use Contract and

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to any other applicable by-law or by-laws of the City for the time being in force and to any and all statutes, regulations, rules and orders affecting the said lands or the use thereof for the construction, reconstruction or maintenance of the said buildings or the use thereof the Owner may lawfully undertake and carry to completion the work of constructing the said buildings on the said lands and may thereafter use the said buildings, any replacement thereof and the said lands in the manner and for the purpose hereinbefore set forth until this Land Use Contract expires at the end of fifty years, PROVIDED ALWAYS that any zoning or other by-law now or hereafter in force in respect of the said lands or any zone or area comprising the said lands shall, to the extent that it is consistent with the previous provisions of this Land Use Contract, apply to and govern the use of the said lands.

10. This Land Use Contract shall be null and void notwithstanding the execution thereof unless within sixty (60) days after the execution hereof by the City it has been registered in the Land Registry Office in the City of Victoria as a first charge against the said lands having priority over any and all liens, entries, judgments, mortgages, leases or other encumbrances or charges of whatsoever kind or description save and except restrictive covenants, easements under surface rights and Crown reservations if any; PROVIDED that if the City shall not within the period of fifteen (15) days after the execution hereof apply to register this Land Use Contract as aforesaid the Owner may and is hereby irrevocably authorized to apply to register the same as the agent of the City and the City shall for that purpose deliver to the Owner a fully executed copy of this Land Use Contract duly attested and in all respects in registerable form together with a true copy of the by-law authorizing execution of the same by the City, certified as such by the City Clerk.

11. The City may, before the expiration of the period of sixty (60) days mentioned in the preceding clause extend in writing such period of sixty (60) days, and may further in writing extend such period during any extension or extensions thereof.

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12. The Owner shall not be entitled to compensation from the City for any easement reasonably expropriated by the City for public utilities except to the extent that the expropriation causes or results in structural or material changes, affecting any building or structure on the said lands.

13. The Owner may grant any easement or charge required by any government or local authority having the power to demand or expropriate such easement or charge, anything to the contrary herein contained notwithstanding.

14. Upon the written application of the registered Owner of the said lands and of every person who has a registered interest therein as mortgagee, optionee or purchaser under an agreement for sale the City may by the resolution of its Municipal Council shorten or lengthen the period of fifty (50) years mentioned in the preceding clauses, provided that such resolution shall not become effective until a certified copy thereof has been filed with this Contract in the Land Registry.

15. If the Owner fails to complete the construction of the buildings, shown in the said drawings within two years of the date of registration of this Contract the City may, by the resolution of its Municipal Council reduce the aforesaid period of fifty (50) years so as to expire on the date when a certified copy of such resolution has been filed with this Contract in the Land Registry, and in such event if construction is partly completed the City may, within a reasonable time,

- (a) Prohibit further construction or
 - (b) permit completion of construction
- in accordance with this Contract of all or part of the project, or
- (c) by its contractors, agents, officers, and servants enter upon the said lands and complete all or part of the project shown in the said drawings, in which event the costs incurred by the City shall be payable forthwith by the Owner,

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and shall form a charge upon the said lands, recoverable in the same manner and with the same rate of interest as municipal taxes in arrear, notwithstanding the foregoing provisions, if failure to complete construction within two years of the date of registration as aforesaid shall be due to industrial disputes, lack of materials or Acts of God, then and in such event the time for completion may be extended by the City upon the application of the Owner for such period as is reasonable, having regard to the length of time for which construction was interrupted or delayed.

16. Time shall be of the essence of this Land Use Contract.

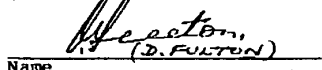
IN WITNESS WHEREOF the Corporate Seal of the City has been hereunto affixed in the presence of its proper officers duly authorized in that behalf on the day and in the year first above written, and the Owner has hereunto set her hand and Seal the 7th day of MARCH, 1977.

The Corporate Seal of THE CORPORATION OF THE CITY OF VICTORIA was hereunto affixed in the presence of:


CITY CLERK


MAYOR

SIGNED, SEALED AND DELIVERED
by the Owner in the presence
of:


(D. FULTON)

Name

3225 ASHER ST, VICTORIA.

Address

Deputy District Registrar
Supreme Court of British Columbia.

Occupation


URSULA ALICE ANDIEL

8

Land Registry Act

FORM Q. (Section 59).

For the Secretary (or other officer) of a Corporation

I HEREBY CERTIFY that, on the 20 day of April, 19 77
at Victoria, in the Province of British Columbia, James Hall Bramley
who is personally known to me, appeared before me and acknowledged to me that he is the
Acting City Clerk of The Corporation of the City of Victoria, and that he is the person who
subscribed his name to the annexed instrument as Acting City Clerk of The Corporation of
the City of Victoria, and affixed the seal of The Corporation of the City of Victoria to the said instru-
ment, that he was first duly authorized to subscribe his name aforesaid, and affix the said seal to the
said instrument and that such Corporation is legally entitled to hold and dispose of land in the
Province of British Columbia.

IN TESTIMONY whereof I have hereto set my hand at
Victoria, B.C., this 20th day of April
in the year of Our Lord one thousand nine hundred and seventy-seven



A Commissioner for taking affidavits within British Columbia.

M.F.E.S.
Form 2089 32837
Acknowledgment of Maker

I HEREBY CERTIFY that, on the 7th day of MARCH, 1977, at
THE LAW COURTS, CITY OF VICTORIA, in the Province of British Columbia
URSULA ALICE ANDIEL
(whose identity has been proved by the evidence on
oath of URSULA ALICE ANDIEL), who is personally known to me, appeared
before me and acknowledged to me that SHE IS the person mentioned in the annexed instrument as the
maker thereof, and whose name IS subscribed thereto as party that SHE knows the contents
thereof, and that SHE executed the same voluntarily, and IS of the full age of nineteen years.

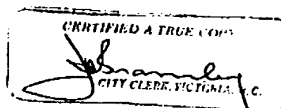
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at THE CITY OF VICTORIA, in the Province of
British Columbia, this 7th day of MARCH, 1977.



Attorney-General for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

10 F32837
NO. 7207



A B Y - L A W

To authorize a Land Use Contract with
Ursula Alice Andiel in respect of lands
3080-82-90 Washington Avenue

1. This By-law may be cited as the "3080-82-90 Washington Avenue Land Use Contract By-law, 1977."
2. A Land Use Contract shall be entered into by the City with Ursula Alice Andiel in respect of lands situate in the City of Victoria more particularly known and described as Lots 9, 10 and 11, Section 7-A, Victoria District, Plan 431.
3. The said Contract shall be in the form of a draft thereof which has been executed by the said Ursula Alice Andiel and exhibited to the Council and the execution of the said Contract on behalf of the City is hereby authorized.

Passed by the Municipal Council the *10th* day of *March*
A.D., 1977.

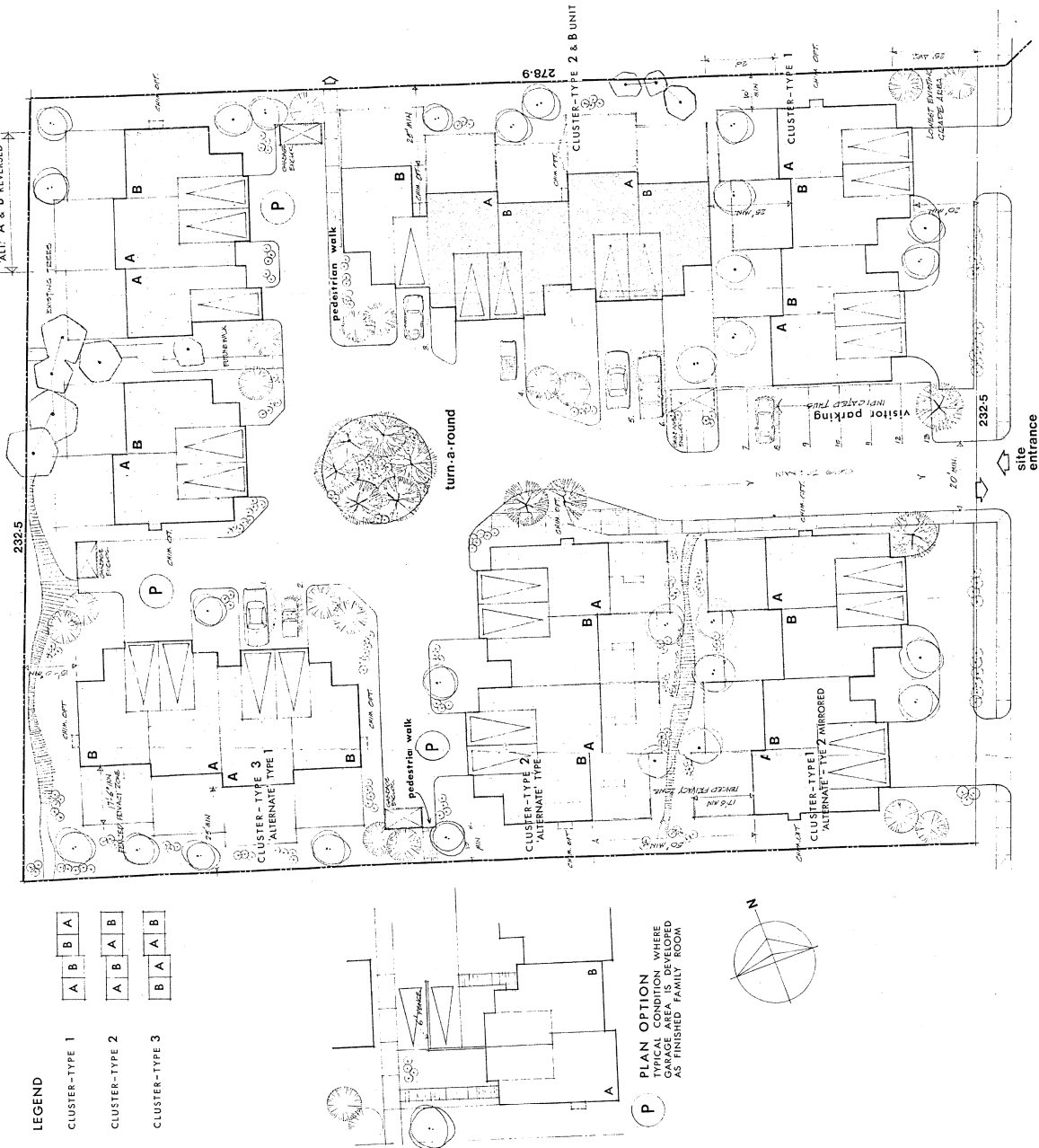
Reconsidered, adopted and finally passed by an affirmative vote
of at least two-thirds of all the members of the Municipal Council present
and entitled to vote the *10th* day of *March* A.D., 1977, after a
Public Hearing duly advertised, notified and held.

CITY CLERK

MAYOR

SCHEDULE "A" TO LAND USE CONTRACT BETWEEN THE CORPORATION OF THE CITY OF VICTORIA AND URSULA ALICE ANDRIEL

32837



DEVELOPMENT DATA

LEGAL DESCRIPTION	ADDRESS	TYPE	N ^o	PG
LOTS 9, 10, 11, SECTION 7A, WYOMING DISTRICT, PLAN 481	1000, 1002, 1004 WASHINGTON AVENUE	20	TWO STOREY TOWNHOUSES WITH GARAGE AT EACH UNIT	500

SITE AREA
+ 27,751 x 332.5' = 9,230,425 SF
+ 1,149 AC

Proposed site coverage = 10,520 SF = 23%

20755 SF.	
TOTAL FLOOR AREA	
642:1	
FLOOR SPACE RATIO	
25 FEET	
HEIGHT OF BUILDINGS	
3	

SETBACKS	SIDES	10'-0"
	FRONT	15'-0"
	BACK	15'-0"

[illegible][illegible]

UNIT SIZES	TYPE A ₁ = 1174 SQ. FT.
	TYPE A ₂ = 1256 SQ. FT.

COLOUR SCHEDULE

[illegible]

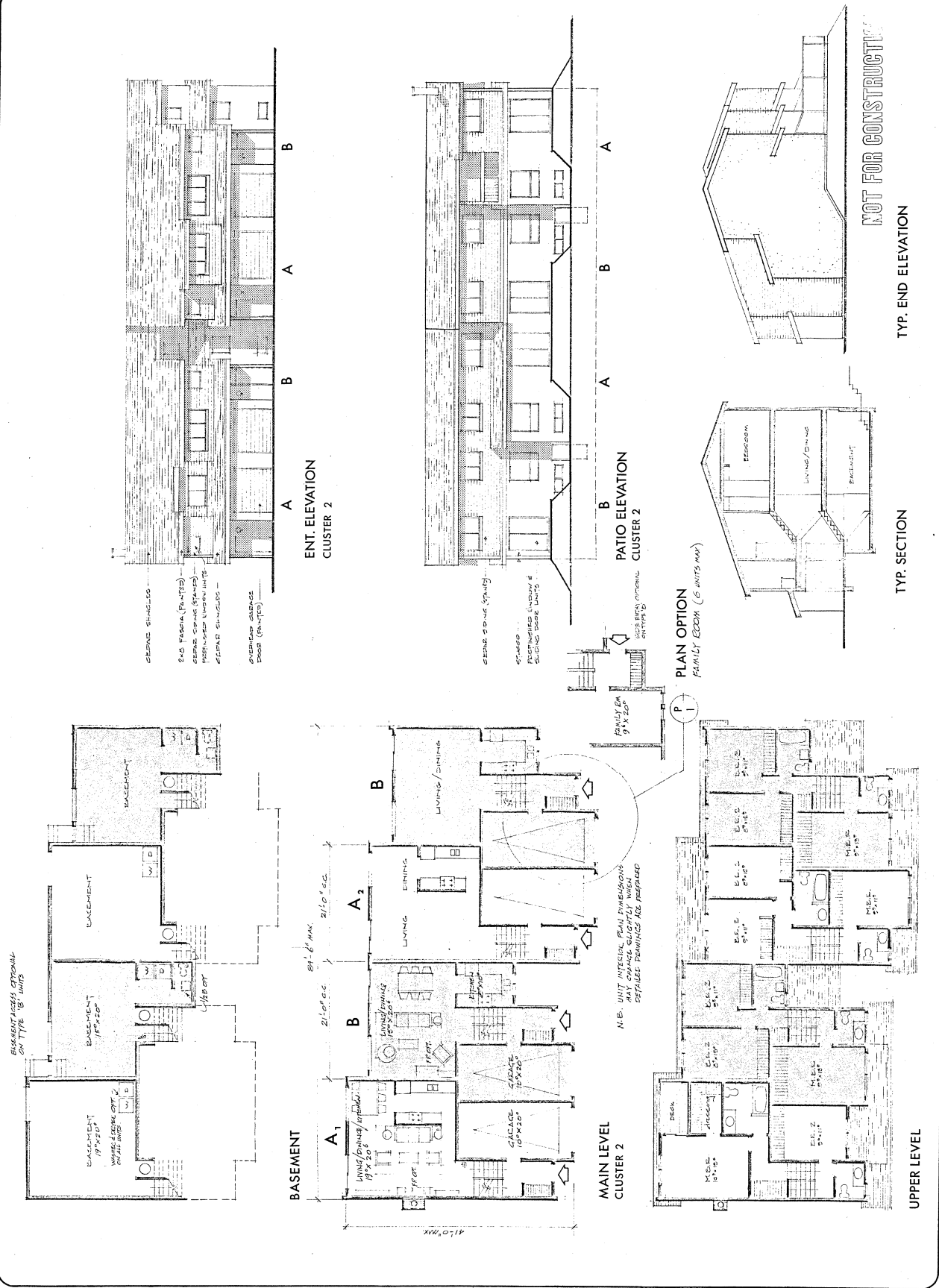
LANDSCAPING DATA

[illegible]

NOT FOR CONSTRUCTION

SCALE $1/16$ in 1 ft	DATE OF DRAWING 1 2 77
DRAWN BY JAN	DATE OF PRINT FEB 9 1977
CHECKED BY	DRAWING NO. AS-1
JOB NO. 208 7614	

Approved by A.D. Patel 761
9 Feb. 1972 *Albino*



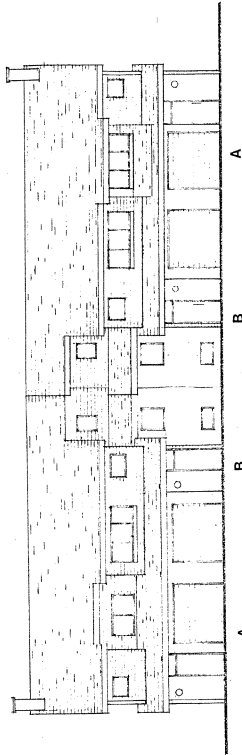
ESNOUF
NEILSON
SELNAR
PARTNERSHIP
ARCHITECTS & DESIGNERS
VICTORIA, B.C.

Proposed
Townhousing
for
Mrs U Andiel
Washington ave.

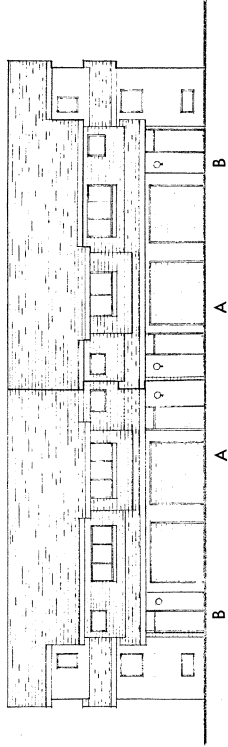
SCALE	1/8" = 1'-0"	SHEET NO.	10 OF 28
DATE	JAN	PROJECT NO.	FEB '91/97
CHECKED BY	JAN	DRAWING NO.	AS-2
DATE	JAN		7814

1/21/87

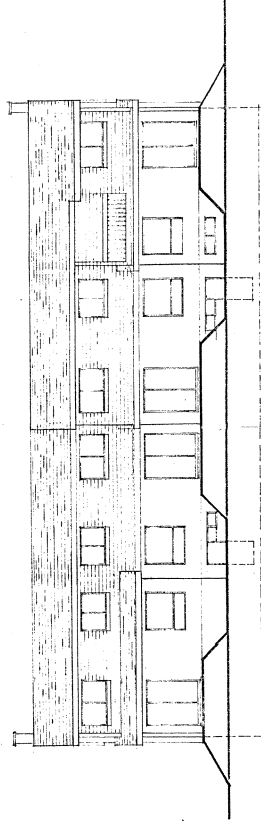
NO.	REVISION	DATE
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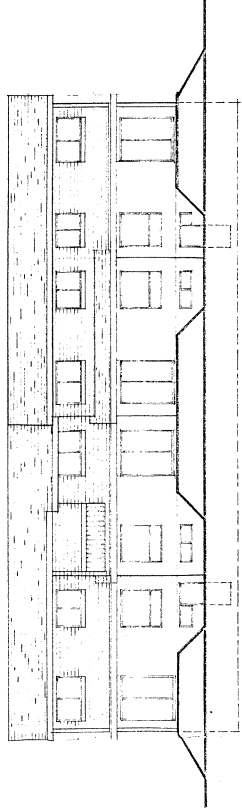
ENTRANCE ELEVATION
CLUSTER TYPE 1



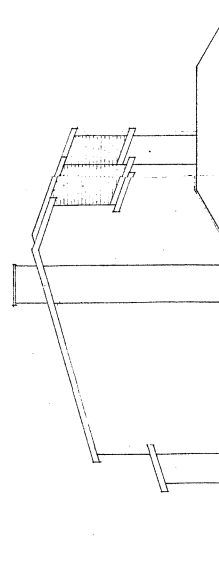
ENTRANCE ELEVATION
CLUSTER TYPE 3



PATIO ELEVATION
CLUSTER TYPE 1



PATIO ELEVATION
CLUSTER TYPE 3



TYP. END ELEVATION

NOT FOR CONSTRUCTION

GSNOUF
NEILSON
SELNAR
PARTNERSHIP
ARCHITECTS & DESIGNERS
VICTORIA, B.C.

Proposed
Townhousing
for
Mrs U Andiel
Washington Ave.

SCALE 1/4" = 1'-0"	DATE OF REVISION 9 2 77
DRAWN BY JAN	DATE FEE 9 1977
CHECKED BY	DRAWING NO.
TOR. NO.	7614
AS-3	