

Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

D. The Council of the Municipality, 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;

E. If the land is within a radius of 804.9 metres (one-half mile) of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms must be obtained.

F. The Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this agreement, until the Council held a public hearing in relation to this agreement, and considered any opinions expressed at such hearings; and unless a majority of all the members of the Council voted in favour of the Municipality entering into this contract;

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

Owner 1. The Developer is the registered owner of estates in fee simple of all and singular those certain parcels or tracts of land and premises situate, lying and being in the Town of Sidney, in the Province of British Columbia, and being more particularly known and described as:

- (1) Parcel "A" (D.D.336048-I) of Section 7, Range 3 East North Saanich District, (as to Nly. 15'), Subject to exceptions and reservations contained by Crown Grant filed DD 333457-I
- (2) Parcel "E" (D.D.77614-I) of Section 8, Ranges 2 and 3 East, North Saanich District, EXCEPT that part thereof lying to the East of the Easterly Boundary of Plan 1332RW and EXCEPT that part thereof included within the boundaries of Plan 13891
- (3) Lot 1, Section 7, Range 2 East, North Saanich District, Plan 25268.

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 and/or placed thereon, thereover or therein shall be used for the purpose of a Mobile Home Park for residential and residential associated uses and none other. In addition, all mobile home units placed on the land shall be built to a minimum standard of CSA Certification Number Z240 or A277, shall be securely fixed on site with wheels removed, shall be intended for permanent occupancy, and shall be connected to an approved water and sewage disposal system. Development of said Mobile Home Park shall be in accordance with the General Plan of Development as set out in Schedule "A" with attached Appendices 1, 2, 3 and 4, all of which are attached hereto.

Siting 4. No building or structure shall be constructed, re-constructed, altered, moved, extended or placed upon the land except in compliance with the aforementioned General Plan of Development.

Signs 5. No sign shall be erected upon the land or any building or structure thereon except those shown on the aforementioned General Plan of Development and such signs shall conform to the Town of Sidney Sign Bylaw. ✓

Parking 6. Off-street parking and loading spaces shall be provided, located and constructed in accordance with the aforementioned General Plan of Development.

Construc-7.1 Building permits must be obtained for all buildings, additions tion thereto, structures and placement of mobile homes.

7.2 All buildings, additions, and structures shall be constructed strictly in compliance with the British Columbia Building Code and Fire Marshall Act and shall be firmly affixed to the land. In the case of a mobile home without any CSA certification rating, a certificate shall be submitted, duly signed by a qualified Construction Engineer, and stating that the unit meets the requirements of the above British Columbia Building Code.

7.3 (a) The installation and maintenance of all oil burners and oil burning equipment and appliances using flammable liquids as fuel;

(b) The storage and disposal of flammable liquids and oils;

(c) The installation, maintenance, carriage and use of compressed gas systems;

shall be in accordance with the regulations of the Fire Marshall Act.

7.4 All fuel storage shall be fenced or screened.

7.5 No more than one mobile home shall be located on a mobile home strata lot.

7.6 (1) The minimum area for a mobile home strata lot shall be 248 sq. m. (2,670 sq.ft.)

(2) The minimum frontage of each mobile home strata lot abutting on internal roadway right-of-way shall be 6 m. (19.7 ft.) except in the case of mobile home strata lot abutting a cul-de-sac or a panhandle mobile home strata lot in which cases minimum frontage shall be 4.5 m. (14.8 ft.).

(3) Each mobile home strata lot shall be clearly marked off by suitable means and be clearly numbered;

(4) Each strata lot shall have a clearly discernible mobile home pad of compacted gravel or surfaced with asphalt or concrete slab. Mobile Home pads shall have a maximum 6% longitudinal and/or 15% cross or crown gradient.

7.7 (1) The mobile home and additions to it exclusive of a carport and sundeck, shall not cover more than 35% of the mobile home strata lot upon which it is situated.

(2) The addition to a mobile home, exclusive of a carport and sundeck shall not be larger in area than 20% of the floor area of the mobile home.

7.8 No additions to mobile homes are permitted except

(1) carports

(2) shelters against sun or rain (ramadas)

(3) porches of a maximum size of 3.7 square meters (40 sq.ft.)

(4) rooms (cabanas) added to a mobile home; provided that any such added room shall have an exit or access to exit other than through the mobile home and further, that any such additional room is not used as an exit or access to exit from any mobile home; provided in all cases that the means of egress from the mobile home or additional room is not restricted or diminished by any part of the addition.

(5) sundecks to a maximum deck area of 17.8 square meters (192 sq.ft.)

7.9 All attached or accessory structures such as porches, sun rooms, additions and storage facilities shall be factory prefabricated units or of an equivalent quality and shall be painted or prefinished so that the design and construction shall complement the main structure.

7.10 One storage facility (shed) or a greenhouse may be constructed on each mobile home strata lot provided that:

- (1) it is compatible in appearance with the mobile home
- (2) it is 14.2 - 25.5 cu.m. (500 - 900 cu. ft.) in volume; and
- (3) it does not exceed 2.4 m. (8 ft.) in height.

Buffer Areas

7.11 (1) Buffer areas shall be provided as shown in the General Plan of Development. These areas shall be suitably landscaped.

(2) Within the buffer area

- (a) no recreation or service area may be located;
- (b) no mobile home area nor an owner's residential plot may be located;
- (c) no building or structure may be erected or placed except a sign or fence;
- (d) no garbage disposal area shall be located or fuel/compressed gas containers;
- (e) no vehicle parking area shall be located;
- (f) no road shall traverse the buffer area and give direct access from any public street, road allowance or corridor to any mobile home strata lot.

Setbacks

7.12 (1) No mobile home shall be located within an average of 6 m. (19.7 ft.) of another mobile home and in any event not less than 3 m. (9.8 ft.) from another mobile home at any point; provided that units must in all cases be at least 6 m. (19.7 ft.) apart at the unit end nearest the road.

(2) No part of any mobile home or any addition shall be located:

- (a) within 3 m. (9.9 ft.) of internal access road right-of-way or common parking area;
- (b) within 1.5 m. (4.9 ft.) of rear or side mobile home strata lot lines.

Skirtings

7.13 (1) Skirtings shall be installed within 30 days of installation of a mobile home on a mobile home strata lot and shall have an easily removable access panel of a minimum width of 1200 mm. (4 ft.) providing access to the areas enclosed by the skirting for inspection or servicing the service connections to the mobile home. Such an access panel shall be located close to the point at which such services are located under the mobile home.

(2) Skirting shall be factory prefabricated or of equivalent quality and shall be painted or pre-finished so that the design and construction shall complement the main structure.

(3) Skirtings may be omitted if the mobile home is placed upon a concrete foundation wall.

(4) The towing hitch on a mobile home shall be removed.

7.14 For each mobile home strata lot, two off-street parking spaces shall be provided.

7.15 An open space concept is intended for the entire development, the intent being that the individual lots shall not be delineated by fences, tree lines, hedges, shrubbery or other barriers whether visual or otherwise, herein called lot line barriers. No lot line barriers shall be allowed along or near any lot line abutting a street or roadway or any common lot line between two lots except that lot line barriers shall be allowed on or near a rear or side lot line which adjoins a buffer strip or a public walkway.

8. The developer shall construct at its expense all services and utilities lying within the property boundaries and the Municipality shall provide adequate connections for such utilities and services beyond the property boundaries at the expense of the developer.

9. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with the Town of Sidney Bylaws and Specifications and according to the aforementioned General Plan of Development.

Utili-
ties

10.1 All utilities, including water, sewer, storm drains, shall be placed, provided and constructed in compliance with the Town of Sidney Specifications and Bylaws and according to the plans set out in Schedule "B" hereto.

High-
ways

10.2 All highways, bridges, lanes and walkways, including drainage, surfacing, curbs, gutters, boulevards, street lighting and street signs shall be provided, located and constructed in compliance with Town of Sidney Specifications and Bylaws and according to the plans set out in Schedule "C" hereto.

Parks

11. All parks, and public space to be dedicated by Subdivision Plan shall be in compliance with and according to the plans set out in Schedule "A" hereto and shall be developed by the Developer to municipal standards. When development is completed such areas shall be operated and maintained by the Municipality.

12. Notwithstanding anything elsewhere contained herein, if during the course of construction or erection of any of the things

to be constructed or erected as aforesaid, it shall be made to appear to the Municipality that it is expedient or desirable in the interests of both the public and the developer that departures from the applicable plans and specifications hereinbefore referred to, having no substantial effect upon the essential nature or character of the said things to be constructed or erected as aforesaid should be permitted in order to meet the requirements of generally accepted design and engineering standards or practices, or to comply with building or fire regulations or with any other requirements of any authority having jurisdiction in the premises the Town's Engineering Superintendent may, in his absolute discretion, permit such departures.

Sub-
Division

13. No land shall be subdivided except as provided for in paragraph 11 hereof, or except as would be required to complete the development which shall be under the Strata Title Plan.

14. The entire cost of the development of the land including the provision of all services within the legal boundaries of the land and the provision and construction of the items set out in paragraphs 5 to 12 hereof whether on or off the site, shall be paid for by the Developer. All costs pertaining to the preparation and registration of this Agreement shall be borne by the developer.

15. All works and services, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways required to be dedicated shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the developer or any person claiming through the developer and the developer shall save harmless the Municipality from any such claim.

Mainten-
ance

16. The Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures or development accepted by it pursuant to paragraph 15 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any

extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general municipal funds.

Sched-
ule

17. The developer shall commence the development within 90 days of the signing of this Agreement and shall carry out the work and construct, locate provide and develop the structures, buildings, works, services, developments and facilities to full completion within 3 years from date of commencement. Failure to commence within 90 days as specified, shall render this Agreement null and void.

Security

18. The developer shall provide the Municipality with security in the form of an Irrevocable Letter of Credit in the amount of \$500,000.00 to guarantee and ensure performance hereof according to the terms and conditions of this Agreement.

Storage
Recrea-
tional
Vehicles

19. Within the time limited herein for full completion of the development, the developer shall provide a suitable storage area for recreational vehicles on that portion of Rideau Road to be closed and transferred to the Developer and on a portion of Lot 1, Section 8, Ranges 2 and 3 East, North Saanich District, Plan 13891, in the Town of Sidney, which Lot 1 is owned by the Developer.

20. The Developer shall grant to the Municipality an Easement over all of the roadway which separates the northerly portion of the area designated park on the General Plan of Development from the southerly portion of the park. The Easement shall grant to the Municipality in perpetuity the right in common with the owner of the strata lots for the public to pass and repass from one portion of the park to the other portion and the right for the Municipality and its servants, agents and invitees to move men, equipment, material and animals from one portion of the park to the other, for the purposes of the Municipality.

Registra-21. This Agreement shall be construed as running with the land
tion and shall be registered as a first charge in the Land Registry Office
by the Municipality pursuant to the provisions of Section 702A(4)
of the Municipal Act.

Interpre-22. Whenever the singular or masculine is used herein, the same
tation shall be construed as meaning the plural, feminine or body corporate
or politic where the context or the parties so require.

23. Marginal headings are for reference only and shall not be
deemed to form part of this contract.

24. This Agreement shall enure to the benefit of and be binding
upon the parties hereto and their respective heirs, executors, admini-
strators, successors and assigns.

A public hearing on this Agreement was held the 19th day
of June , 1978 , and on the 13th day of July, 1978.
This Agreement was approved on the 18th day of July ,
-1978 , by a vote of a majority of all the members of
Council.

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)
TOWN OF SIDNEY was affixed)
in the presence of:)


DEPUTY - Mayor)

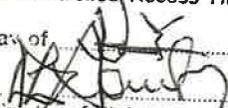
DEPUTY - Clerk)

(seal)

THE CORPORATE SEAL of)
LEISURE VILLA ESTATES LTD.)
was affixed in the presence)
of:)


President)

)

Approved under the Controlled Access Highways Act
this 20th day of July 1978

Approving Officer, Ministry of Highways and Public Works