

CITY OF KELOWNA BYLAW NO. 8610

A Bylaw to Discharge a Portion of Mervyn Motors Limited Land Use Contract 76-1054 (M68950), Discharge a Portion of Inter City Ventures et al Land Use Contract 71-1, Kelowna Official Community Plan Amendment No. 00-008 and Z00-1020 – Al Stober Construction (Water Street Architecture/Doug Lane) - Harvey Avenue & Dickson Avenue

WHEREAS Section 930 of the *Local Government Act* provides that a Land Use Contract that is registered in a Land Title Office may be discharged with the agreement of the local government and the owner of any parcel that is described in the bylaw as being covered by the amendment;

AND WHEREAS the City of Kelowna is desirous of discharging Land Use Contract 76-1054 from a portion of the lands registered in the Land Title Office from the title to lands owned by Parklane Auto and R.V. Sales Ltd. and legally described as:

Parcel Identifier 009-059-024
Lot 1, District Lot 129, O.D.Y.D., Plan 14171

AND WHEREAS the City of Kelowna is desirous of discharging Land Use Contract 71-1 from a portion of the lands registered in the Land Title Office from the title to lands owned by Parklane Auto and R.V. Sales Ltd. and legally described as:

Parcel Identifier 005-740-479
Lot 3, District Lot 129, O.D.Y.D., Plan 25004

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. That the Land Use Contract 76-1054 (M68950) Mervyn Motors Limited registered in the Land Title Office at Kamloops, British Columbia against title to Lot 1, District Lot 129, O.D.Y.D., Plan 14171 on November 21, 1977 under Registration No. M68950 and all amendments thereto be discharged from a portion of Lot 1, District Lot 129, O.D.Y.D., Plan 14171 as shown on Map "A" attached to this bylaw by the Agreement attached hereto as Schedule "A" hereof;
2. That the Land Use Contract 71-1 (J6038) Inter City Ventures et al registered in the Land Title Office at Kamloops, British Columbia against title to Lot 3, District Lot 129, O.D.Y.D., Plan 25004 on January 31, 1974 under Registration No. J6038 and all amendments thereto be discharged from a portion of Lot 3, District Lot 129, O.D.Y.D., Plan 25004 as shown on Map "A" attached to this bylaw by the Agreement attached hereto as Schedule "B" hereof;
3. AND THAT the Mayor and City Clerk are hereby authorized to sign any conveyances, deeds, receipts or other documents in connection with the discharge of Land Use Contract 76-1054 and Land Use Contract 71-1 from the titles to the Lands and affix the corporate seal of the City of Kelowna to the same;

4. THAT Map 15.1 – **GENERALIZED FUTURE LAND USE** of Schedule "A" of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600 be amended by changing the Future Land Use designation of part of Lot A, District Lot 129, O.D.Y.D. Plan 2742, and Lot 1, District Lot 129, O.D.Y.D., Plan 14171 located on Harvey Avenue, Kelowna, B.C., and of part of Lot 3, District Lot 129, O.D.Y.D., Plan 25004 located on Dickson Avenue, Kelowna B.C. as shown on Map "A" attached to this bylaw from "Commercial" to "Comprehensive Development Project";
5. AND THAT pursuant to Section 882 of the *Local Government Act*, each reading of this bylaw receive an affirmative vote of a majority of all members of the Council;
6. AND THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of part of Lot A, District Lot 129, O.D.Y.D. Plan 2742, and Lot 1, District Lot 129, O.D.Y.D., Plan 14171 located on Harvey Avenue, Kelowna, B.C., and of part of Lot 3, District Lot 129, O.D.Y.D., Plan 25004 located on Dickson Avenue, Kelowna B.C. as shown on Map "A" attached to this bylaw from the C10 – Service Commercial zone to the CD14 – Comprehensive High Tech Business Campus zone.
7. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 17th day of October, 2000.

Considered at a Public Hearing on the 31st day of October, 2000.

Approved under The Highways Act this

(Approving Officer - Ministry of Transportation & Highways)

Read a second and third time by the Municipal Council this 31st day of October, 2000.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE 'A'

LAND USE CONTRACT AMENDMENT (DISCHARGE) AGREEMENT

Pursuant to City of Kelowna Bylaw No. 8610

THIS AGREEMENT made the _____ day of _____, 2000.

BETWEEN:

CITY OF KELOWNA, a municipal corporation having its offices at
1435 Water Street, in the City of Kelowna, Province of British
Columbia

(hereinafter called the "City")

OF THE FIRST PART

AND:

PARKLANE AUTO AND R.V. SALES
1717 Harvey Avenue
Kelowna, British Columbia V1Y 6G3

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of certain lands and premises located in the City of Kelowna, Province of British Columbia and legally described as:

Parcel Identifier: 009-059-024
Lot 1 District Lot 129 Osoyoos Division Yale District Plan 14171

(the "Lands")

- B. The City and former owner(s) of the Lands entered into a certain Land Use Contract registered in the Kamloops Land Title Office against title to the Lands on the 21st day of November, 1977 under number M68950 (the "Land Use Contract");
- C. Section 930 of the *Local Government Act* provides that a land use contract that is registered in a Land Title Office may be amended (discharged) by bylaw with the agreement of the local government and the owner of any parcel that is described in the bylaw as being covered by the amendment.

NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of the premises and the conditions hereinafter set forth the parties agree as follows:

1. That the Land Use Contract and all amendments thereto be absolutely discharged from a portion of the Lands as shown on Map "A-1" attached to this agreement.
2. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
2. Where the singular or masculine is used herein, the same shall be construed as including the feminine, plural, body politic or body corporate where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals in the presence of their officers duly authorized in that behalf, or have hereunto set their hands and seals, as the case may be, on the day and year first above written.

CITY OF KELOWNA by its authorized signatories:

Mayor

City Clerk

PARKLANE AUTO AND R.V. SALES by its authorized signatories:

Authorized Signatory

Authorized Signatory

SCHEDULE 'B'

LAND USE CONTRACT AMENDMENT (DISCHARGE) AGREEMENT

Pursuant to City of Kelowna Bylaw No. 8610

THIS AGREEMENT made the _____ day of _____, 2000.

BETWEEN:

CITY OF KELOWNA, a municipal corporation having its offices at
1435 Water Street, in the City of Kelowna, Province of British
Columbia

(hereinafter called the "City")

OF THE FIRST PART

AND:

PARKLANE AUTO AND R.V. SALES
1717 Harvey Avenue
Kelowna, British Columbia V1Y 6G3

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of certain lands and premises located in the City of Kelowna, Province of British Columbia and legally described as:

Parcel Identifier 005-740-479
Lot 3, District Lot 129, Osoyoos Division Yale District, Plan 25004

(the "Lands")
- B. The City and former owner(s) of the Lands entered into a certain Land Use Contract registered in the Kamloops Land Title Office against title to the Lands on the 31st day of January, 1974 under number J6038 (the "Land Use Contract");
- C. Section 930 of the *Local Government Act* provides that a land use contract that is registered in a Land Title Office may be amended (discharged) by bylaw with the agreement of the local government and the owner of any parcel that is described in the bylaw as being covered by the amendment.

NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of the premises and the conditions hereinafter set forth the parties agree as follows:

3. That the Land Use Contract and all amendments thereto be absolutely discharged from a portion of the Lands as shown on Map "B-1" attached to this agreement.
2. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
4. Where the singular or masculine is used herein, the same shall be construed as including the feminine, plural, body politic or body corporate where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals in the presence of their officers duly authorized in that behalf, or have hereunto set their hands and seals, as the case may be, on the day and year first above written.

CITY OF KELOWNA by its authorized signatories:

Mayor

City Clerk

PARKLANE AUTO AND R.V. SALES by its authorized signatories:

Authorized Signatory

Authorized Signatory