

# **CITY OF KELOWNA**

## **BYLAW NO. 8714**

### **A Bylaw to Discharge Magaldi Land Use Contract 78-1009 and Z00-1013 – Vincent and Giovannina Magaldi – Scenic Road**

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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 agreement;

AND WHEREAS the City of Kelowna is desirous of discharging Land Use Contract 78-1009 from lands registered in the Land Title Office from the title to lands owned by Vincent and Giovannina Magaldi and legally described as:

Parcel Identifier 024-131-695  
Lot A, Sections 4 & 9, Township 23, O.D.Y.D., Plan KAP61644

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

1. THAT Land Use Contract 78-1009 registered in the Land Title Office at Kamloops, British Columbia against title to Lot A, Sections 4 and 9, Township 23, O.D.Y.D., Plan KAP61644 on November 10, 1978 under Registration No. N65580 and all amendments thereto be discharged from Lot A, Sections 4 & 9, Township 23, O.D.Y.D., Plan KAP61644 by the Agreement attached hereto as Schedule "A";
2. 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 78-1009 from the titles to the Lands and affix the corporate seal of the City of Kelowna to the same;
3. AND THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, Sections 4 and 9, Township 23, O.D.Y.D., Plan KAP61644 located on Scenic Road, Kelowna, B.C from the A1 – Agriculture 1 zone to the RM3 – Low Density Multiple Housing zone;
4. 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

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**SCHEDULE 'A'**

**LAND USE CONTRACT AMENDMENT (DISCHARGE) AGREEMENT**

**Pursuant to City of Kelowna Bylaw No. 8714**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2001

BETWEEN:

**CITY OF KELOWNA**  
a municipal corporation  
1435 Water Street,  
Kelowna, British Columbia V1Y 1J4

(hereinafter called the "City")

\_\_\_\_\_ OF THE FIRST PART

AND:

**VINCENT and GIOVANNINA MAGALDI**  
374 Glenmore Road North  
Kelowna, British Columbia V1Y 7P9

(hereinafter called the "Owners")

\_\_\_\_\_ OF THE SECOND PART

WHEREAS:

- A. The Owners are the registered owners in fee simple of certain lands and premises located in the City of Kelowna, Province of British Columbia and legally described as:
- Parcel Identifier 024-131-695  
Lot A, Sections 4 and 9, Township 23, Osoyoos Division Yale District, Plan KAP61644
- (the "Lands")
- B. The City and Owners of the Lands entered into a certain Land Use Contract registered in the Kamloops Land Title Office against title to the Lands on the 10<sup>th</sup> day of November, 1978 under number N65580 (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.
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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 the Lands.
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.

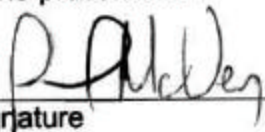
IN WITNESS WHEREOF the parties have hereunto executed this Agreement by their duly authorized signing officers on the day and year first above written.

CITY OF KELOWNA by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Signed, Sealed and Delivered by  
**VINCENT and GIOVANNINA MAGALDI**  
in the presence of:

  
Signature

PAUL McVEY  
Name

1435 WATER ST

DEVELOPMENT OFFICER  
Occupation

  
**VINCENT MAGALDI**

  
**GIOVANNINA MAGALDI**