

District of West Vancouver



**Park Exchange (Martin Corporation –  
Caulfeild Plateau) Bylaw No. 4558, 2008**

Effective Date – , 2008

District of West Vancouver

# **Park Exchange (Martin Corporation – Caulfeild Plateau) Bylaw No. 4558, 2008**

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District of West Vancouver

## **Park Exchange (Martin Corporation – Caulfeild Plateau) Bylaw No. 4558, 2008**

A bylaw to dispose of a portion of a park vested in the District in exchange for other land suitable for a park

WHEREAS section 27 of the *Community Charter* authorizes a Council, by bylaw adopted with the approval of the electors, to dispose of a portion of a park vested in the District under section 29 of the *Community Charter* in exchange for other land suitable for a park;

AND WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to dispose of that portion of parkland (the “Closed Park”) adjacent to Meadfeild Wynd comprising 618.9 square metres dedicated by Plan BCP17869 in the Vancouver Land Title Office and shown outlined in bold and labelled “Closed Park” on the reference plan (the “Plan”) prepared by William R. Chapman, B.C.L.S. on the 11th day of July, 2008, a reduced copy of which is attached hereto;

AND WHEREAS the disposition of the Closed Park will be to Martin Corporation Limited for the purpose of consolidation with the adjacent property owned by Martin Corporation Ltd. legally described as:

Parcel Identifier: 027-127-478, Lot 9, District Lot 890 Group 1 New Westminster District Plan BCP31340 (the “Adjacent Parcel”)

AND WHEREAS the disposition of the Closed Park to Martin Corporation Limited will be in exchange for dedication as park of that portion of the Adjacent Parcel comprising 1114.7 square metres which is labelled “Park” and diagonally hatched on the Plan (the “New Park”);

AND WHEREAS the Closed Park is vested in the District under section 29 of the *Community Charter*;

AND WHEREAS Council considers that the New Park is land suitable for a park,

NOW THEREFORE, the Council of the District of West Vancouver, in open meeting assembled, enacts as follows:

### **Part 1      Citation**

- 1.1 This Bylaw may be cited as Park Exchange (Martin Corporation – Caulfeild Plateau) Bylaw Number 4558, 2008.

**Part 2 Severability**

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

**Part 3 Substantive Provisions**

- 3.1 The District is hereby authorized to dispose of and convey the Closed Park to Martin Corporation Limited, the registered owner of the Adjacent Parcel, in exchange for the dedication as park of the New Park on the condition that the Closed Park is consolidated with the Adjacent Parcel.
- 3.2 The Mayor and Municipal Clerk are hereby authorized to execute such conveyances, deeds, plans, and other documents as may be necessary to complete the exchange of the Closed Park for the New Park as contemplated herein.

**Schedule**

Schedule A – Reference Plan of the Closed Park

READ A FIRST TIME on July 21, 2008

READ A SECOND TIME on July 21, 2008

READ A THIRD TIME on July 21, 2008

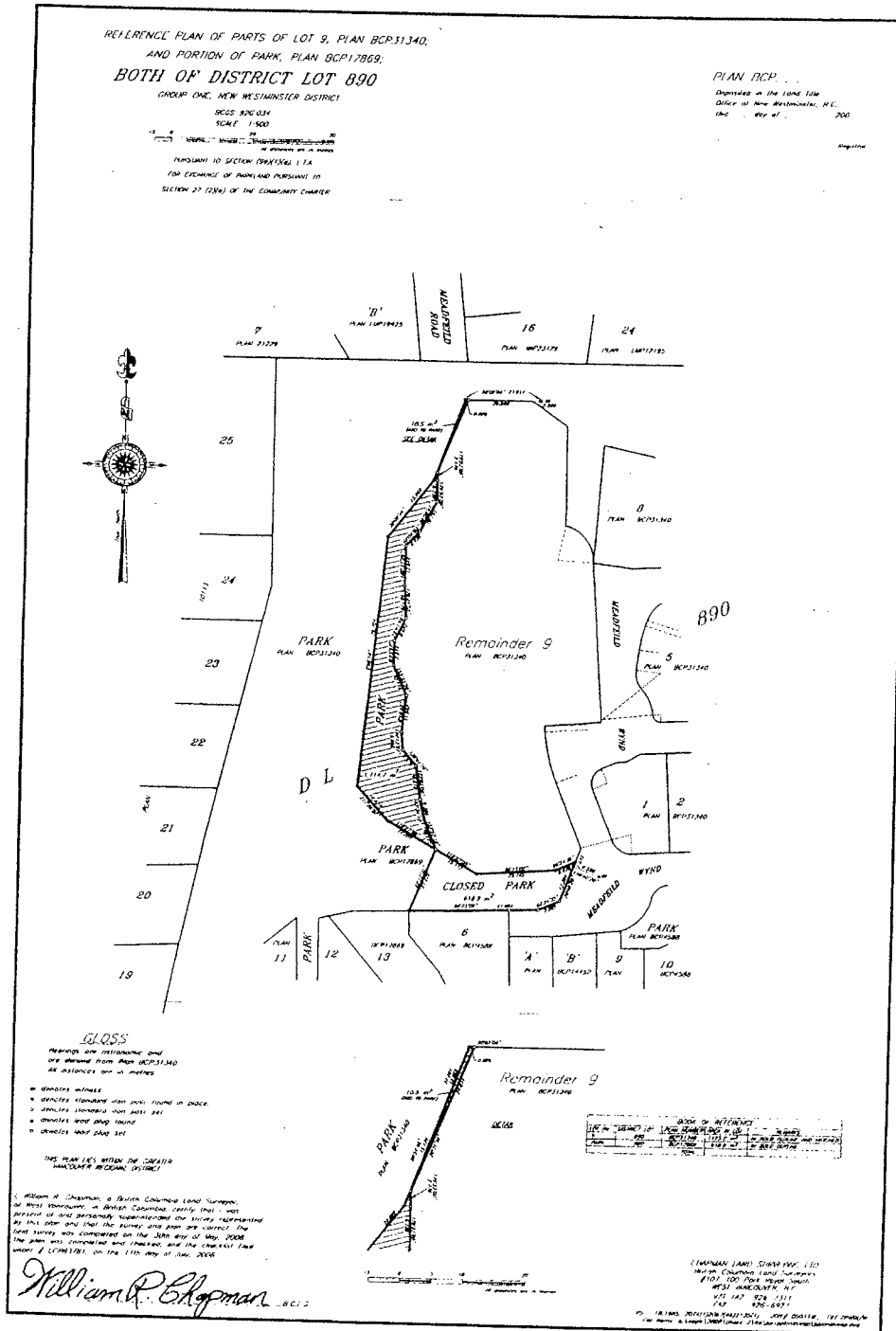
ELECTOR APPROVAL in accordance with section 86 of the *Community Charter*, as determined and certified by the Municipal Clerk, was obtained on September 3, 2008

ADOPTED by the Council on

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

# Schedule A – Reference Plan of Closed Park Park Exchange (Martin Corporation – Caulfeild Plateau) Bylaw No. 4558, 2008



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District of West Vancouver



**Land Use Contract Approval Bylaw No. 2745,  
1978, Amendment Bylaw No. 4566, 2008**

Effective Date – , 2008

District of West Vancouver

# Land Use Contract Approval Bylaw No. 2745, 1978, Amendment Bylaw No. 4566, 2008

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Schedule A – Land use Contract Amendment Agreement

The Corporation of the District of West Vancouver

## **Land Use Contract Approval Bylaw No. 2745, 1978, Amendment Bylaw No. 4566, 2008**

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A bylaw to amend the Caulfeild Plateau Land Use Contract

WHEREAS Council of The Corporation of the District of West Vancouver deems it advisable and expedient to amend the Caulfeild Plateau Land Use Contract;

AND WHEREAS the land covered by this amendment to the Caulfeild Plateau Land Use Contract is legally described as:

Parcel Identifier: 027-127-478, Lot 9, District Lot 890 Group 1 New  
Westminster District Plan BCP31340 (the "Parcel")

AND WHEREAS Martin Corporation Limited, the owner of the Parcel, has executed and delivered to the District a written agreement in the form attached agreeing to this amendment,

NOW THEREFORE, the Council of the District of West Vancouver, in open meeting assembled and having observed the relevant provisions of the Local Government Act, enacts as follows:

### **Part 1 Citation**

- 1.1 This Bylaw may be cited as Land Use Contract Approval Bylaw No. 2745, 1978, Amendment Bylaw Number 4566, 2008.

### **Part 2 Substantive Provision**

- 2.1 The Caulfeild Plateau Land Use Contract is hereby amended as set out in the attached agreement.
- 2.2 The Mayor and Municipal Clerk are hereby authorized to execute the attached agreement with Martin Corporation Limited.

## Schedule

Schedule A – Land Use Contract Amendment Agreement

READ A FIRST TIME on July 21, 2008

READ A SECOND TIME on July 21, 2008

READ A THIRD TIME on September 22, 2008

ADOPTED by the Council on

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Mayor

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Municipal Clerk

## Schedule A

### CAULFEILD PLATEAU LAND USE CONTRACT AMENDMENT AGREEMENT

THIS AGREEMENT is dated for reference \_\_\_\_ day of \_\_\_\_\_, 2008

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER**, a municipality incorporated under the laws of the Province of British Columbia with its principal office at 750 - 17<sup>th</sup> Street, West Vancouver, British Columbia, V7V 3T3

(the "District")

AND:

**MARTIN CORPORATION LIMITED**, (Incorporation No. 207648) a body corporate under the laws of the Province of British Columbia with its head office at 2479 Bellevue Avenue, West Vancouver, British Columbia, V7V 1E1

("Martin Corp.")

WHEREAS:

- A. In 1978 the District, Martin Corp. (then called "Westmount Estates Ltd.") and others entered into a land use contract which was registered in the Vancouver Land Title Office on November 30, 1978 under No. F85026 and subsequently extended by Number G2714 (collectively the "Land Use Contract").
- B. In 2001 the District and Martin Corp. agreed to amend the Land Use Contract to, among other things, change the general location and configuration of certain Greenbelt Areas, as defined in the Land Use Contract, and this 2001 amendment was effected by Amending Bylaw No. 4261, 2001.
- C. The District and Martin Corporation now wish to amend the Land Use Contract to further reconfigure the location of certain of the Greenbelt Areas as more particularly set out in this Agreement.
- D. The amendment to the Land Use Contract contemplated in this agreement is made pursuant to: (a) section 930(2)(a) of the *Local Government Act*, which stipulates that a land use contract that is registered in a land title office may be amended by bylaw with the agreement of the owner of any parcel that is described in the bylaw as being covered by the amendment; and (b) section 24 of the Land

Land Use Contract Approval Bylaw No. 2745, 1978,  
Amendment Bylaw No. 4566, 2008

Use Contract which provides that the Land Use Contract may be amended by agreement between the District and an affected developer.

- E. The lands covered by the amendment contemplated by this Agreement are legally described as follows:

Parcel Identifier: 027-127-478 Lot 9 District Lot 890 Group 1 New Westminster District Plan BCP31340 (owned by Martin Corporation);

That portion of park dedicated by Plan BCP17869 as shown outlined in bold on the plan attached hereto (vested in the District)

(hereinafter collectively called the "Affected Lands")

- F. A public hearing in respect of the bylaw to approve the District entering into this Amendment to the Land Use Contract has been waived by the Council of the District pursuant to section 890(4) of the *Local Government Act* and the required statutory notices have been published in accordance with section 892(3) and have been mailed or otherwise delivered to the owners and tenants in occupation of other properties in the area in accordance with section 892(4).

NOW THEREFORE in consideration of the premises and the conditions and covenants hereinafter set forth and contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the District and Martin Corp. covenant and agree each with the other as follows:

1. Amendment of Land Use Contract

The change to the Land Use Contract contained in this Amendment shall, from the date hereof, modify and alter the Land Use Contract as it relates to the Affected Lands. The Land Use Contract, as amended herein, shall remain in full force and effect and shall apply to the Affected Lands and be binding on the parties hereto.

2. Modification of "Greenbelts" and "Greenbelt Areas"

The Land Use Contract is hereby modified by inserting after Schedule G Amendment 1 a new plan as set out and attached hereto. The new plan shall be and is hereby entitled "Schedule G Amendment 2". The new plan modifies and shows the precise boundaries of the Greenbelt Areas in respect of the Affected Lands, and all reference in the Land Use Contract to Schedule "G" or to "Greenbelts" or "Greenbelt Area" or "Greenbelt Areas" shall hereinafter mean, in respect the Affected Lands, the area delineated as park with precise boundaries in new "Schedule G Amendment 2".

3. Registration – The parties shall register this Amendment Agreement in the Land Title Office.

Land Use Contract Approval Bylaw No. 2745, 1978,  
Amendment Bylaw No. 4566, 2008

4. Binding Effect - This Amendment Agreement and the Land Use Contract as amended by this Amendment Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
5. Severability - Should any clause or portion thereof set forth herein be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder of that clause or of this Amendment Agreement or the Land Use Contract as amended by this Amendment Agreement, all of which shall continue in full force and effect and be construed as if they had been executed without the invalid portion.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the day and year first above written.

The corporate seal of THE CORPORATION )  
OF THE DISTRICT OF WEST VANCOUVER )  
was hereunto fixed in the presence of: )

\_\_\_\_\_)  
Mayor )

\_\_\_\_\_)  
Municipal Clerk )

) c/s

The corporate seal of MARTIN )  
CORPORATION LIMITED was hereunto )  
affixed in the presence of: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )

) c/s

