

Kid: 133102 Plan: 14171 Lot: 1 Block: \_\_\_\_\_  
Address: HARVEY AVE 1717 Add Date: \_\_\_\_\_  
Kid Stat: Active Reg Stat: Registered Archived Date: \_\_\_\_\_

**Zoning-**

Zoning: Land Use Contract: Future Land Use: Urban Area: Yes Aviation Zone: No  
C-12 LUC 76-1054 Commercial

**Development Permit Information-**Current DP: Yes

Other DPA Considerations

Natural Feature: NoUrban Town Centre: NoIndustrial: NoResidential Urban Village: NoCommercial: YesArterial: HIGHWAY 97Multi-Family: No**Natural Features-**Water:  
noneLand:  
none**DCC Sector Codes-**

Water:	Parks:	Sewer:	Roads:	Treatment:	Drainage:
<u>A</u>	<u>A</u>	<u>A</u>	<u>I</u>	<u>A</u>	<u>A</u>

**Pre-1996 DCC Sector Codes-**

Water:	Parks:	Sewer:	Roads:	Treatment:
<u>A</u>	<u>A</u>	<u>A</u>	<u>I</u>	<u>A</u>

**Utility Boundaries-**

Water:	Electrical:
<u>CITY</u>	<u>WKPL</u>

**Misc-**

Water Spec Area:	Sewer Spec Area:	Future Park:	ALR:
<u>3</u>	<u>3</u>	<u>No</u>	<u>No</u>
		Park/Recreational: <u>No</u>	
Contaminated Area:	Heritage Designation:	Tree Soil Bylaw: <u>No</u>	
none	none		

Upsheet Number:  
26-20

*Merwyn Motors - auto sales, services  
Merwyn auto body repair*

Roll: 10492000 Status: Assessed Deleted: No  
Plan: 14171 Lot: 1 Block:   
Street Name: HARVEY AVE Dir:  Number: 1717

**Owners**

Owner: PARKLANE AUTO & R V SALES LTD  
Address: C/O MERVYN MOTORS  
171 HARVEY AVE  
KELOWNA BC  
V1Y 6G3

\*\* End of Report \*\*

BY-LAW NO. 4406

LAND USE CONTRACT  
NO. 76 - 1054

NAME: MERVYN MOTORS LTD.

LOCATION: HARVEY AVE.

**AMENDMENTS:**

BY-LAW/DP/DVP NO.	DATE	LEGAL	COMMENTS
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**QUIT CLAIMS:**

BY-LAW NO.	DATE	LEGAL	COMMENTS
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**COMMENTS**


CITY OF KELOWNA

BY-LAW NO. 4406-77

11158950  
Nov. 21/77

(Mervyn Motors Limited Land Use Contract Authorizing By-Law,  
Highway #97, File LUC76-1054)

WHEREAS Subsection (3) of Section 702A of the "Municipal Act", being Chapter 255 of the Revised Statutes of British Columbia, 1960, provides in part that the Council may, by by-law, notwithstanding any by-law of the municipality, or Section 712 or 713 of the "Municipal Act", enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon, and thereafter the use and development of the land shall, notwithstanding any by-law of the municipality, or Section 712 or 713 of the said Act, be in accordance with the land use contract;

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Land Use Contract with Mervyn Motors Limited, 1717 Harvey Avenue, Kelowna, B.C.

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

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Land Use Contract with Mervyn Motors Limited, 1717 Harvey Avenue, Kelowna, B.C. in the form of Land Use Contract attached hereto and forming part of this by-law.
2. His Worship the Mayor and the City Clerk are hereby authorized to sign the attached Land Use Contract as well as any conveyances, deeds, receipts and other documents in connection with the attached Land Use Contract and affix the corporate seal of the City of Kelowna to same.

Read a first time by the Municipal Council this 13th day of September, 1977.

Considered at a Public Hearing on the 27th day of September, 1977.


Read a second time by the Municipal Council this 27th day of September, 1977.


Read a third time by the Municipal Council this 27th day of September, 1977.

Approved under the Controlled Access Highways Act this 2nd day of November, 1977.

"H.F. Blunden"  
Approving Officer, Ministry of Highways and Public Works.

Reconsidered, finally passed and adopted by a vote of two-thirds of the members of the Municipal Council of the City of Kelowna present this 15 day of November, 1977.

  
\_\_\_\_\_  
Mayor

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

LAND USE CONTRACT

THIS CONTRACT made the 25th day of August, A.D. , 1977

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 "Municipality")

OF THE FIRST PART

AND:

MERVYN MOTORS LIMITED

a company duly incorporated under  
the Companies Act of the Province  
of British Columbia,  
1717 Harvey Avenue,  
in the City of Kelowna,  
Province of British Columbia

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS as a result of the extension of the boundaries of the City of Kelowna a mass rezoning of lands within the City boundaries were deemed necessary by the Council of the City of Kelowna;

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any By-Law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a Developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract and the Council of the Municipality have considered such criteria in arriving at the terms and conditions herein contained;

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of the Zoning By-Law of the Municipality and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Land is within an area of the Municipality designated as a development area pursuant to Section 702A(2) of the Municipal Act;

AND WHEREAS the Land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality cannot enter into this Contract, until the Council has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless two-thirds of the members of Council present at the meeting at which the By-Law to approve this Contract is adopted vote in favour of the Municipality entering into this Contract;

NOW THEREFORE THIS CONTRACT 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:

1. The Developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Kelowna, in the Province of British Columbia and being more particularly known and described as:

Lot 1  
District Lot 129  
Osoyoos Division  
Yale District  
Plan 14171

(herein called the "Land")

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, and any and all buildings and structures erected thereon, thereover or therein may be used for the purpose of automotive garage, body shop and automotive parts sales in addition to such other uses as are permitted in the zone in which the Land is located by the Zoning By-law then currently in force.

INCORPORATIONS

4. The Schedules attached hereto hereinbefore referred to are hereby incorporated into and made a part of this Contract.

COSTS

5. The Developer shall pay to the Municipality on invoice by the Municipality, all legal, surveying and advertising costs incurred by the Municipality in the preparation and registration of this Contract.

COMPLIANCE

6. Except for the matters otherwise specifically provided for herein the Developer shall comply with all of the By-Laws of the Municipality as the same apply to the Land.

PRESENTATIONS

7. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those set out in this Contract.

REGISTRATION

8. This Contract shall be construed as running with the Land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

INTERPRETATION

9. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

BINDING

10. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.



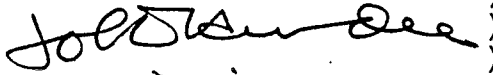
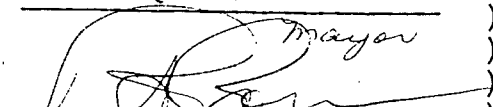
A public hearing on this Contract was held on the 27 day of September, 1977.

This Contract was adopted by an affirmative vote of at least two-thirds of the members of the Council of the Municipality present at the meeting at which the By-Law to authorize this Contract was adopted by the Council of the Municipality on the 15 day of November, 1977.

IN WITNESS WHEREOF the said parties to this Contract have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE  
CITY OF KELOWNA was here-  
unto affixed in the  
presence of:

(Seal)

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Clerk

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

Name:


Address:

City:

Occupation:

THE CORPORATE SEAL OF  
MERVYN MOTORS LTD.  
was hereunto affixed in  
the presence of:

(Seal)

  
\_\_\_\_\_  
\_\_\_\_\_

Regulations Pertaining to the C-7 Zone

The following regulations apply to every development in all areas designated by this By-Law as C-7:

A. Lot Area

The minimum lot area shall be five thousand (5,000) square feet; (464.68 square metres).

B. Minimum Frontage

The minimum frontage of a lot containing a principal building shall be fifty (50) feet; (15.24 metres).

C. Floor Area Ratio

The maximum floor area ratio shall be zero point six five (0.65).

D. Height

i) Principal Buildings

The height of principal buildings shall not exceed thirty (30) feet; (9.14 metres).

ii) Accessory Structures

The height of accessory structures shall not exceed forty (40) feet; (72.19 metres).

E. Front Yard

Subject to Schedule "A" of this By-Law, a Front Yard shall be provided of not less than seven (7) feet; (2.13 metres) in depth. No storage of materials shall be permitted in the required Front Yard.

F. Side Yard

Subject to Schedule "A" of this By-Law:

- i) No Side Yards shall be required in cases where the zoning of the abutting lot is commercial or industrial.
- ii) A Side Yard of fifteen (15) feet; (4.57 metres) in width shall be provided in cases where the existing zoning of the abutting lot is residential; institutional or rural.
- iii) In the case of a corner lot, the Side Yard abutting the flanking street shall not be less than seven (7) feet; (2.13 metres) in width.
- iv) In the case where a lot is not served by a rear lane, one (1) Side Yard shall be provided of not less than fifteen (15) feet; (4.57 metres) in width.

20-7-76

PED

- xvii) Service and Repair Establishments (excluding heavy machinery)
- xviii) Sign Painting and Fabricating
- xxix) Stationery Supply
- xxx) Taxi-cabs and Limousine Dispatch Offices
- xxxi) Telephone Booths
- xxii) Used Good Sales
- xxiii) Veterinarian Services, Animal Hospitals and Animal Beauty Parlours
- xxiv) Radio & T.V. Studios

B. Secondary Uses

- i) Outdoor Storage Areas
- ii) Warehousing
- iii) Offices

C. Condition of Secondary Uses

- i) Secondary Uses shall be permitted only in conjunction with a principal use.
- ii) All storage yards shall be surfaced by a permanent surface of asphalt or concrete.
- iii) All storage yards shall be screened by a fabricated fence of not less than six (6) feet; (1.83 metres) and not greater than eight (8) feet; (2.44 metres) in height.
- iv) All exterior lighting shall be designed to deflect away from adjacent properties.
- v) All outdoor storage yards shall be located to the rear of the principal building they serve.
- vi) All outdoor storage yards shall have road access to a public street or public lane.
- vii) No toxic, noxious, explosive, odorous, or radio active materials shall be stored in outdoor storage yards.

Permitted Buildings and Structures

The following buildings and structures and no others shall be permitted in those areas designated by this By-Law as C-7:

- A. Commercial buildings.
- B. Accessory buildings and structures.
- C. Telephone booths.

Rear Yard

Subject to Schedule "A" of this By-Law, a Rear Yard shall be provided of not less than twenty-five (25) feet; (7.62 metres) in depth.

Minimum Gross Floor Area

Minimum gross floor area of one (1) commercial unit shall be five hundred (500) square feet; (46.47 square metres).

Lot Coverage

Lot coverage by principal buildings should not exceed sixty-five (65) per cent of the total lot area.

Off-Street Parking

Provision for off-street parking shall be made in accordance with the requirements established in Section 6 of Part III of this By-Law.

Off-Street Loading

Provision for off-street loading shall be made in accordance with the requirements established in Section 5 of Part III of this By-Law.

LAND USE CONTRACT

Schedule of Persons Having a Registered Interest In the Land Whose Consents Are Required

Full Name

Address

Occupation

Nature of Charge

*NIL*

~~XXXXXXXXXXXX~~  
Mortgage #44773

100% 99% 98% 97% 96% 95% 94% 93% 92% 91% 90% 89% 88% 87% 86% 85% 84% 83% 82% 81% 80% 79% 78% 77% 76% 75% 74% 73% 72% 71% 70% 69% 68% 67% 66% 65% 64% 63% 62% 61% 60% 59% 58% 57% 56% 55% 54% 53% 52% 51% 50% 49% 48% 47% 46% 45% 44% 43% 42% 41% 40% 39% 38% 37% 36% 35% 34% 33% 32% 31% 30% 29% 28% 27% 26% 25% 24% 23% 22% 21% 20% 19% 18% 17% 16% 15% 14% 13% 12% 11% 10% 9% 8% 7% 6% 5% 4% 3% 2% 1% 0%

to the said Instrument, that he was first duly authorized to subscribe his name as 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 hereunto set my Hand and Seal of Office,  
at Kelowna in the Province of  
British Columbia, this 25th day of August, A.D.  
one thousand nine hundred and seventy-seven,

A Notary Public in and 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.

BETWEEN:

CITY OF KELOWNA

AND:

MERVYN MOTORS LTD.

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LAND USE CONTRACT

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J. GALT WILSON  
Barrister and Solicitor

#1 - 246 Lawrence Avenue  
Kelowna, B.C. V1Y 6L3