



I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Lieutenant-Governor.

688

APPROVED AND ORDERED 24.FEB.1977

[Handwritten signature]

Assistant Deputy Provincial Secretary

[Handwritten signature]

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 24.FEB.1977

Pursuant to the Municipal Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that By-law No. 281 of the Regional District of Okanagan-Similkameen cited as "Land Use Contract No. LU-2-F, Electoral Area 'F' Zoning Amendment Bylaw No. 281, 1975" be approved in the form of by-law hereto attached.

[Handwritten signature]

Minister of Municipal Affairs and Housing.

[Handwritten signature]

Presiding Member of the Executive Council.

[Handwritten mark]

[Handwritten mark]

N. 281

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 281

A Bylaw to amend the Electoral Area 'F' Zoning Bylaw, No. 68, 1969, and to authorize the issuance of Land Use Contract LU-2-F.

Having designated the land hereinafter described as a Development Area as provided for in Section 702A of the Municipal Act, and having received an application requiring the employment of a Land Use Contract to authorize the development and use of the said lands from the Owner, THE REGIONAL BOARD of the Regional District of Okanagan-Similkameen, in open meeting assembled, ENACTS as follows:

1. The issuance of Land Use Contract No. LU-2-F which is attached to and made part of this Bylaw, is hereby authorized.
2. The said Land Use Contract No. LU-2-F shall regulate the development and use of the lands described as:

Lot 1, DL 4947, Plan 15612, ODYD

which development and use shall be carried out and completed in accordance with all the terms of the contract and Schedules A and B attached thereto.
3. The said Land Use Contract No. LU-2-F shall be prepared in triplicate and shall be executed on behalf of the Board by the Chairman and the Secretary-Treasurer shall affix the Corporate Seal thereto. The said Land Use Contract shall be executed by the Owner or his duly authorized agent and upon delivery to and acceptance by the Board of the agreement, one copy of the said Land Use Contract No. LU-2-F shall be delivered to the applicant.
4. Land Use Contract No. LU-2-F shall have the force and effect of a restrictive covenant running with the land described in Section 2 hereof and shall be registered in the Kamloops Land Registry Office by the Regional District.
5. This Bylaw may be cited for all purposes as Land Use Contract No. LU-2-F, Electoral Area 'F' Zoning Amendment Bylaw No. 281, 1975.

No. 281
LU-2-F

B

READ a FIRST time this 16th day of October, 1975.

READ a SECOND time this 16th day of October, 1975.

READ a THIRD time this 16th day of October, 1975.

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 281, cited as the "Electoral Area 'F' Zoning Bylaw No. 68 Amendment Bylaw No. 281, 1975," as read a third time by the Regional Board on the 16th day of October, 1975.

Dated at Penticton, B C this 5th day of November 1975.

Crompton
Secretary-Treasurer

APPROVED by the Lieutenant-Governor in Council pursuant to the provisions of Section 798A(2) of the Municipal Act this 24 day of February, 1975.

"W.S. OWEN"

RECONSIDERED and ADOPTED this 24 day of March, 1975.

Blackdough
Chairman

Crompton
Secretary-Treasurer

I hereby certify that this is a true copy of Bylaw No. 281, of the Regional District of Okanagan-Similkameen, cited as the "Electoral Area 'F' Zoning Bylaw No. 68 Amendment Bylaw No. 281, 1975."

Secretary-Treasurer

No. 281
LU-2-F

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(Final Revision
October 31, 1975)

LAND USE CONTRACT LU-2-F

THIS AGREEMENT made the *5* th day of *November, 1975*

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN -SIMILKAMEEN
a Body Corporate under the laws of the
Province of British Columbia;

(Hereinafter called "Regional District")

OF THE FIRST PART

AND:

Thomas Stuart Forsyth, "Businessman"
594 Lakeshore Drive,
Penticton, British Columbia

(Hereinafter called "The Developer")

OF THE SECOND PART

WHEREAS the Regional District, pursuant to Section 702A of the Municipal Act, being Chapter 255 of the Revised Statutes of British Columbia, A.D. 1960 and Amendments thereto, may, notwithstanding any bylaw 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 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 Board of the Regional District (hereinafter referred to as the "Board") consider the criteria as set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in the land use contract;

AND WHEREAS the Developer has presented to the Board a scheme of use and development of the within described lands and premises that would be in contravention of a bylaw of the Regional District or Section 712 or 713 of the Municipal Act or both, and has requested that the Regional District enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS all other bylaws of the Regional District as the same relate to and regulate the use of the above described lands are thereby waived or varied to the extent necessary to give effect to the terms and conditions set forth herein;

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AND WHEREAS the Board, 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;

AND WHEREAS the lands hereinafter described lie within the area designated by "Electoral Area 'F' Zoning Bylaw Number 68, 1969 - Development Area";

AND WHEREAS the Board and the Developer both acknowledge that the Regional District could not enter into this Agreement, until the Board held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless duly passed by the members of the Board of the Regional District;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and conditions and covenants hereinafter set forth, the Regional District and the Developer covenant and agree as follows:--

Owner
1. Thomas Stuart Forsyth is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises, situate, lying and being in the Kettle River Assessment District, and within the Regional District of Okanagan-Similkameen, and more particularly known and described as: Lot 1, District Lot 4947, Osoyoos Division Yale District, Plan 15612 Kettle River Assessment District.

(Hereinafter referred to as the "lands".)

Consent
2. The Developer, Thomas Stuart Forsyth, 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.

3. THAT this Land Use Contract is issued pursuant to the provisions of Section 702A of the Municipal Act and Electoral Area 'F' Zoning Bylaw Number 68, 1969 of the Regional District.

Uses
4. The land including the surface of water and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for none other.

Siting Plans & Specs
5. All buildings and structures shall be constructed in compliance with and according to the attached Schedule "B" and no building or structure shall be constructed, re-constructed, altered, moved or extended upon the land except in compliance with the specifications set out in Schedule "B" hereto.

- Construction 6. Prior to the commencement of any building or structure a permit to commence such building or structure shall be obtained from the Regional District building inspector and such permit will not be issued until the requirements of the "Safeguards and requirements" section of Schedule "B" are fully met.
- Plans & Specs 7. All buildings and structures shall be constructed strictly in compliance with and according to the specifications set out under "Safeguards and requirements" of Schedule "B".
- Sub-division 8. No land shall be subdivided except in compliance with and according to the attached Schedule "B"
- Change 9. The provisions of this Agreement may be changed by altering, adding or deduction therefrom provided that the Regional District and the Developer and any other person or persons presently having or subsequently acquiring an interest in the said lands agree, such change to be effected by mutual consent in writing.
- Inspection 10. The Regional District may at all reasonable times enter upon the lands and carry out all necessary inspections to insure that the lands are developed and used in accordance with the provisions of this Agreement.
- Penalty 11. In the event of the breach of any term or provision of this Agreement or failure by the Developer to comply with, develop and maintain the lands in accordance with the provisions of this Agreement, the Regional District may without notice enter upon the lands and perform the development required by this Agreement and the cost of so doing shall be a charge against the lands and shall be paid for by the Developer.
- Definition 12. That in the interpretation of this Agreement all definitions or words and phrases contained in the Electoral Area 'F' Zoning Bylaw Number 68, 1969 of the Regional District, as amended from time to time should apply to this Land Use Contract and to the attachments hereto.
- Registration 13. This Agreement shall be construed as running with the land and shall be registered in the Land Registry Office, Kamloops, British Columbia by the Regional District pursuant to the provisions of Section 702A(4) of the Municipal Act.

15.

14. That the Developer shall pay to the Regional District all costs incurred in the preparation and registration of this Agreement and any amendments thereto.

Inter-
pretation

15. That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and 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 hereto so require.

AB

A public hearing on this agreement was held on the 7th day of October, 1975.

This agreement was approved on the 16th day of October, 1975 by a vote of a majority of all members of the Regional Board.

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

THE SEAL of the Regional District of Okanagan-Similkameen was affixed in the presence of:

J. Colclough
Chairman

J. Rheaume
Administrator

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
Witness

[Signature]
Thomas Stuart Forsyth

HOWARD A. CALLAGHAN
Barrister & Solicitor

Address 208 Main St.
Penticton, B. C.

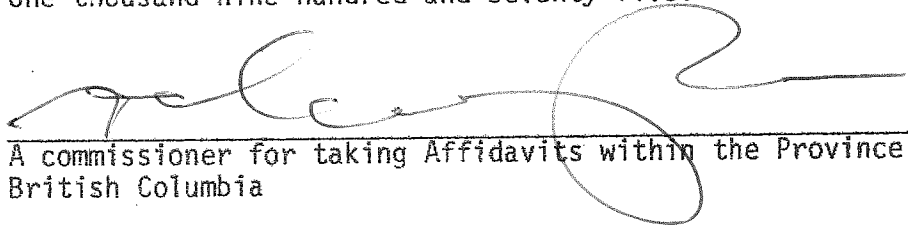
Occupation

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ACKNOWLEDGEMENT OF MAKER

I HEREBY CERTIFY that on the 5 day of November
A.D. 1975, at Penticton, in the Province of British Columbia, Thomas
Stuart Forsyth, who is personally known to me, appeared before me and
acknowledged to me that he is the person mentioned in the annexed
instrument as the maker thereof, and whose name is subscribed thereto
that he knows the contents thereof, and that he executed the same
voluntarily and that he is of the full age of nineteen years.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal
of office at Penticton, in the Province of British Columbia,
this 5 day of November, in the year of our Lord
one thousand nine hundred and seventy-five.

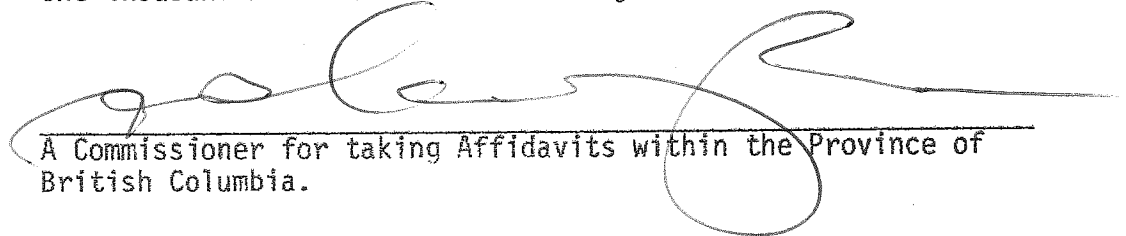


A commissioner for taking Affidavits within the Province of
British Columbia

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 5 day of November
A.D. 1975, at Penticton, in the Province of British Columbia,
James E Rhearme who is personally known to me appeared
before me and acknowledged to me that he is the Administrator
of the REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN and that he is the
person who subscribed his name to the annexed instrument as Administrator
of the said REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN and affixed the
seal of the said Company 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 Penticton, in the Province of British Columbia,
this 5 day of November, in the year of our Lord
one thousand nine hundred and seventy-five.



A Commissioner for taking Affidavits within the Province of
British Columbia.



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

LAND REGISTRY ACT
(FORM F, SECTION 143)

Title No. J16232F

Register Vol. _____

From Title No. C12554F

C. of E. No. 15406

CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, Kamloops, British Columbia.

This is to certify that the undermentioned registered owner in fee-simple is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to the land situated in the Province of British Columbia, and more particularly described below.

Registered owner in fee-simple: Application for registration received 20th March, 1974

THOMAS STUART FORSYTH, "Businessman"

594 Lakeshore Drive,

Penticton, British Columbia

Description of land: (See back hereof for transfers (if any) of the land or a part thereof).

Lot 1, District Lot 4947 Osoyoos Division Yale District,

Plan 15612.

Kettle River Assessment District.

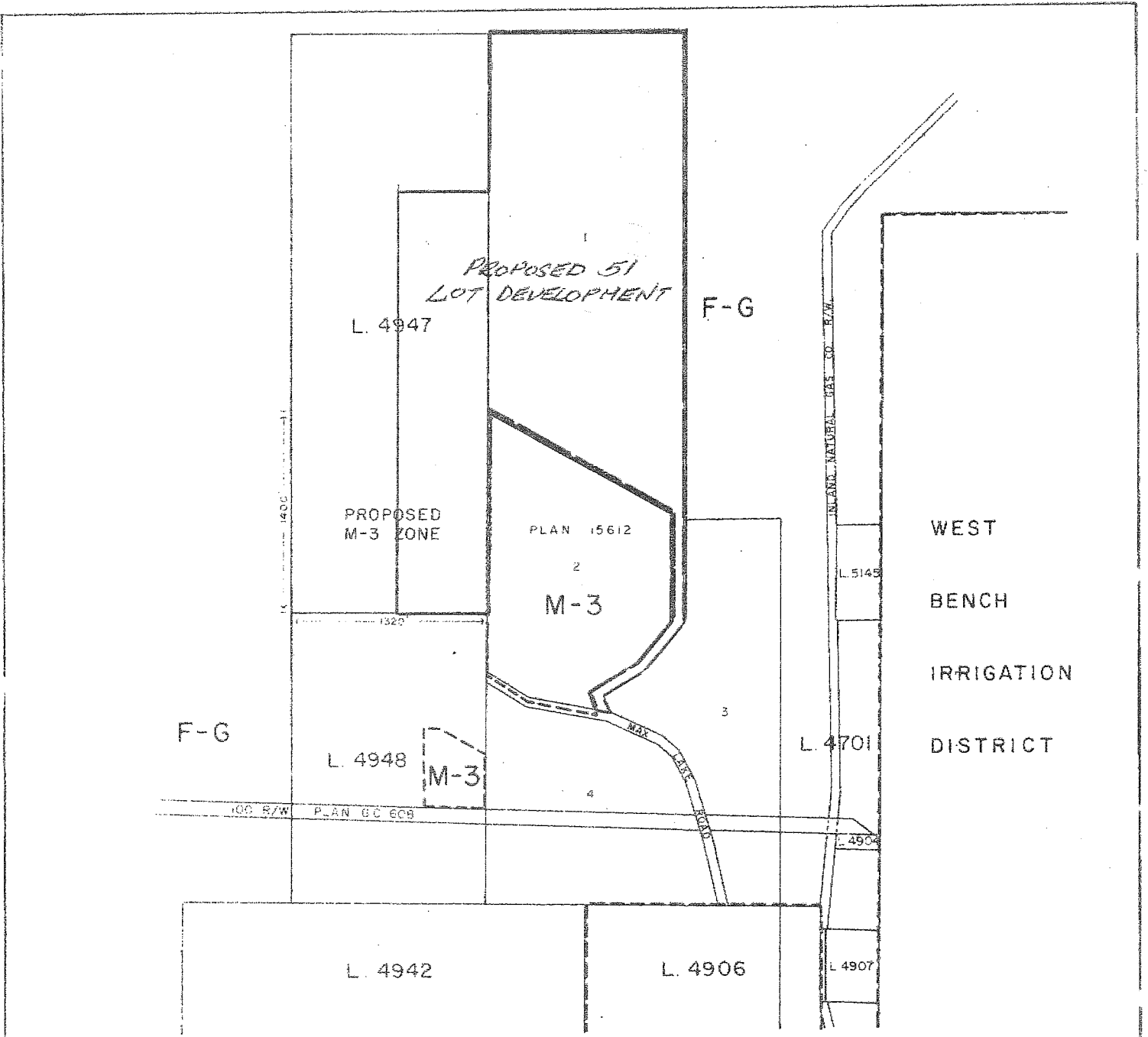
This certificate of title was
affirmed by the Land Registrar

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
<p style="text-align: center;">CERTIFICATE OF ENCUMBRANCES (Land Registry Act, s. 203)</p> <p>I HEREBY CERTIFY that at the hour of 12 a.m. - 3 p.m. on <u>MAY 29 1975</u> the title to the land described on this copy of _____ which contains no transfers from, is as stated and herein stated. No registered judgements affect the</p> <p style="text-align: right;">_____ Registrar</p> <p>This Certificate is to be read subject to Section 38 (1) of the Land Registry Act and may be affected by the Land Act Amendment Act, 1961 (see S B C 1970 c 171).</p>		

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 26th day of March, 19 74

B



T. S. FORSYTH

91 Acres

LU - 2 - F

AMENDMENT BYLAW N° 281
SCHEDULE

LEGAL DESCRIPTION
LOT 1, D.L. 4947, PLAN 15612, O.D.Y.D.

LAND USE CONTRACT

REGIONAL DISTRICT OF
OKANAGAN-SIMILKAMEEN

DATE: MAY 1975

SCALE: 1 in = 1000 ft



B

LAND USE CONTRACT LU-2-F

Schedule "A"

Schedule of permitted land uses:

The following uses and no others shall be permitted in accordance with those uses, safeguards and requirements indicated on the attached Schedule "B":

- (a) Agriculture, including buildings and structures accessory thereto, subject to the following:
 - (i) On any lot or site, commercial kennels, stables, mink farms, feed-lots, piggeries, or other similar service or non-agricultural product-based operations shall be prohibited, save and except the raising of fowl, rabbits, and other small fur-bearing animals as a home occupation pursuant to the provisions of subclause (c);
 - (ii) On any lot or site
 - (A) the total number of cattle, horses, sheep, pigs or other similar large animals over the age of six months shall not exceed one (1) for each one-half ($\frac{1}{2}$) acre or fraction thereof of lot or site area in excess of one-half ($\frac{1}{2}$) acre;
 - (B) the total number of fowl, rabbits, or other small fur-bearing animals over the age of six months, or the number of colonies of bees, shall not exceed one (1) for each one thousand (1,000) square feet or fraction thereof of lot or site area in excess of one-half ($\frac{1}{2}$) acre;
 - (iii) All livestock other than household pets shall be properly caged or housed and fenced.
- (b) Single family dwellings
- (c) Home occupations provided that on any lot or site the area used for home occupations shall not exceed 500 square feet and provided that:
 - (i) a home occupation shall be conducted wholly within a building or accessory building
 - (ii) there shall be no exterior display or advertisement
 - (iii) there shall be no exterior storage of materials, commodities or finished products
 - (iv) the use shall not generate traffic or parking problems within the district
 - (v) the use shall not produce public offence or nuisance of any kind, by any means
- (d) Public service or utility buildings and structures, with no exterior storage of any kind and no garages for the repair and maintenance of equipment
- (e) Buildings and structures accessory to the uses permitted under above clauses (a) to (c) inclusive

LAND USE CONTRACT LU-2-F

Schedule "B"

Specifications:

Site area as shown on attached plan.

Density not more than one single family dwelling shall be permitted per parcel and the subdivision shall contain not more than fifty-one (51) new parcels. Minimum parcel size shall be one acre, except lots 20, 49, 33 and 37 which shall be not less than one-half ($\frac{1}{2}$) acre each.

Safeguards and Requirements

1. Water Supply:

A piped water supply will be provided to and developed within each dwelling unit. No dwelling unit shall be constructed onto the said lands until the Developer has obtained, in respect of the supply of water, the appropriate certificate under the Water Utilities Act and the Health Act for the development or stage of development within which the dwelling unit is to be constructed. The water supply to each dwelling unit shall be individually metered.

Each registered parcel shall be restricted to not more than one outside water tap, the service line to which shall not exceed one half ($\frac{1}{2}$) inch in diameter.

2. Sewage Disposal:

Prior to the commencement of any construction of a dwelling unit the Developer shall obtain a permit issued pursuant to the Provincial regulations governing sewage disposal and pursuant to the Health Act of British Columbia.

Septic tanks and disposal fields shall be constructed in accordance with the requirement of the Health Act but in no case shall the disposal field be less than three hundred feet in length. Rock pits for domestic sewage disposal shall be prohibited.

3. Storm Drainage:

To alleviate the threat of damage to roads or adjacent properties from storm drainage or water runoff, the Developer shall provide a surface drainage system.

Surface and subsurface drainage in individual parcels within the development shall comply with the requirements of Section 14 of the "Short Form National Building Code of Canada 1970".

No swimming pool shall be constructed or moved in without a building permit and such pool shall only be drained by sprinkling the water through above ground sprinklers the capacity of which shall not exceed two and one half ($2\frac{1}{2}$) gallons per minute per sprinkler head.

4. Roads:

The Developer agrees to dedication of the necessary right-of-way and construction of roads within the right-of-way, in accordance with: "the minimum 30 M.P.H. design speed requirements of the Local Services Act." A sixty-six (66) foot wide right-of-way shall be dedicated for future development as road access to lands beyond. Said right-of-way shall run parallel to the east property line and within Lot 1, Plan 15912, DL 4974, ODYD, to a point approximately two thousand, two hundred (2,200) feet north of Max Lake Road.

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5. Fire Protection:

Standard Fire Hydrants, with two 2½" outlets, with a 4" upright to deliver, will be provided in such a manner that distances to any development shall not be greater than 350 feet. Water supply to the said hydrants shall be to the satisfaction of the Insurance Advisory Organization of Canada.

The Developer shall be responsible for fire protection service.

The entire subdivision area shall be kept clear of dead brush and accumulation of other combustible material during the Forest Fire Season.

It is understood that the B C Forest Service does not provide Fire Protection Service and moreover will not be held liable for any damages resulting from Forest Fires.

6. Refuse Disposal:

All domestic refuse shall be collected and hauled to a Regional District Refuse Disposal Site designated by the Regional District. On site refuse disposal collection facilities and compost heaps shall be so constructed as to be inaccessible to wildlife.

7. Street Lighting:

The Developer shall install on the road right-of-way, seven (7), two hundred and fifty (250) watt, mercury vapour, street lights, location to be determined by the West Kootenay Power and Light Company.

Maintenance and operating expenses of the street lights shall be the responsibility of Sage Mesa Water and Public Service Co. Ltd.

8. Landscaping:

All landscaping, surface treatments, fences, drains, ditches and utilities installation shall be developed and constructed so that minimum disturbance is caused to the natural environment, and adequate restoration methods shall be employed should there be any such disturbance resulting from development or construction activities.

9. The Developer shall develop, maintain and operate all works and services necessary to the development and use of the lands for the purposes herein set forth, and without limiting the generality of the foregoing, such works and services include water supply, sewage disposal, storm rainage, fire protection, gas, electricity, telephone and television systems, private roads, parks, trails and recreational facilities.

10. Development Costs:

The entire cost of the development, maintenance and operation of the lands herein as provided for and contemplated by this contract shall be the responsibility of and be paid for by the Developer.

11. Size and Location of Buildings:

Yards:

- (a) On any lot or site, all buildings shall be set back from the front and rear lot lines not less than thirty (30) feet, and not less than fifteen (15) feet from an interior or exterior side lot line.

- (b) In no case shall a building be located closer to a street centre line than sixty-three (63) feet.
- (c) Notwithstanding clause (a), all buildings housing live-stock shall be located a minimum distance of twenty-five (25) feet from any property line and forty (40) feet from any dwelling unit.

Height Limitation:

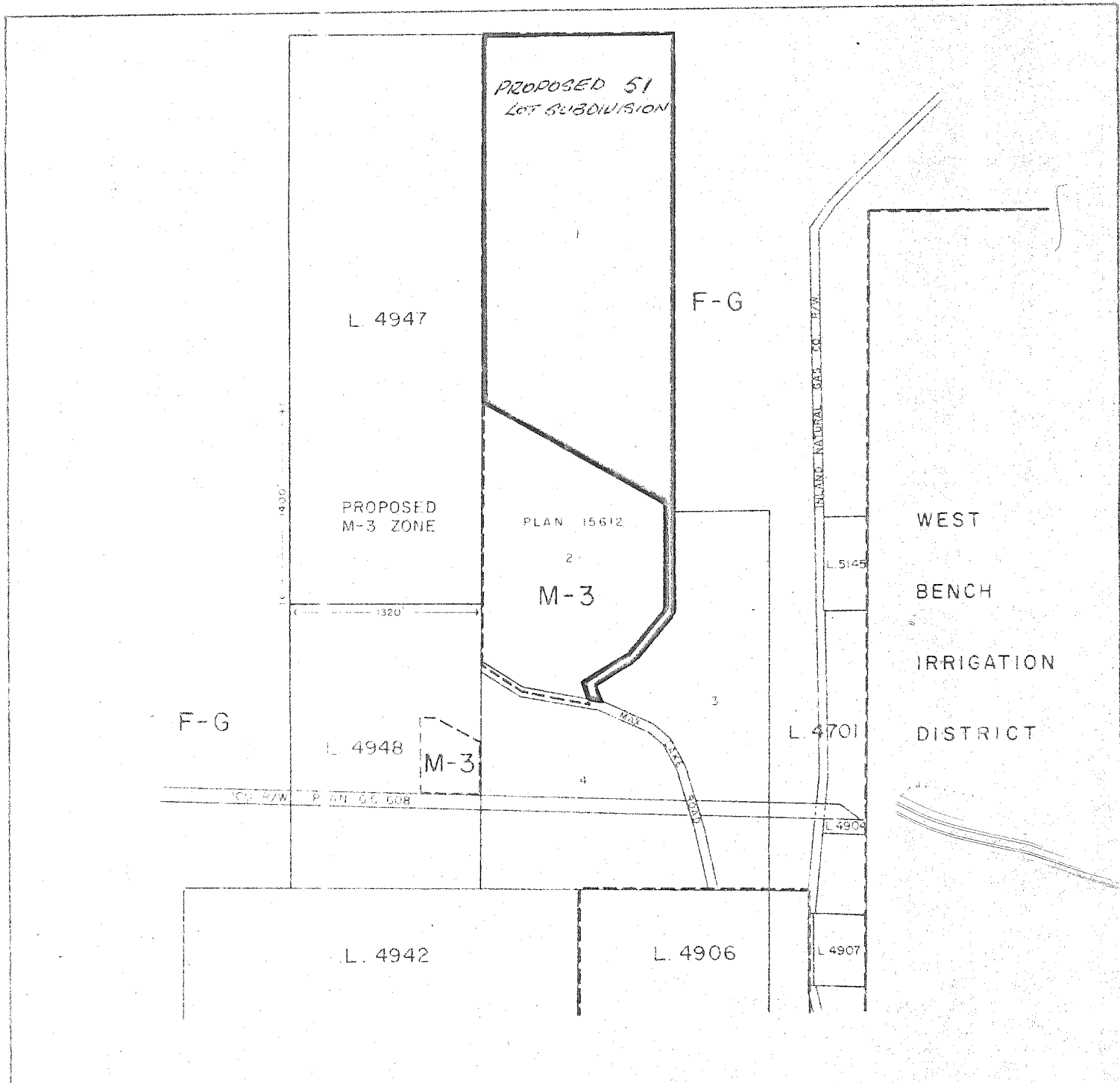
- (a) No building shall exceed a height of twenty-five (25) feet.
- (b) On any lot or site, no fence shall be
 - (i) more than six (6) feet in height for that portion of the fence that does not extend beyond the minimum required front yard setback line on the lot or site; or
 - (ii) more than four (4) feet in height for that portion of the fence that does extend beyond the minimum required front yard setback line on the lot or site.

Minimum Floor Area:

No dwelling unit shall have a floor area of less than eight hundred (800) square feet.

12. The Developer may proceed as one complete development or in phases, however, regardless of which of the two foregoing methods are used, a performance bond shall be acquired by the Developer and maintained in good effect. Said performance bond shall be deposited with the Regional District of Okanagan-Similkameen and in favour of same prior to registration of this contract, and shall be for a minimum of \$104,000.00 at all times during development stages.

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T. S. FORSYTH

91 Acres

LU - 2 - F

AMENDMENT BYLAW N° 281
SCHEDULE

LEGAL DESCRIPTION
LOT 1, D.L. 4947, PLAN 15612, O.D.Y.D.

LAND USE CONTRACT

REGIONAL DISTRICT OF
OKANAGAN-SIMILKAMEEN

DATE: MAY 1975

SCALE: 1 in = 1000 ft



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