

Regional District of Okanagan-Similkameen

101 Martin Street, Penticton, BC, V2A-5J9

OWNER INFORMATION (please add an additional page if more than two owners)

Telephone: (250) 492-0237 Fax: (250) 492-0063

Email: info@rdos.bc.ca Website: www.rdos.bc.ca

Office use only	
File No.:	
Received:	
Fee: \$	
Receipt No:	

Land Use Bylaw Amendment Application

(Official Community Plan Bylaws and Zoning Bylaws)

It is recommended that applicants consult Development Services staff prior to submitting an application. This application will not be accepted unless it is complete and the required fee and plans are attached.

Name:	1326117 B.C. LTD, INC.NO. BC1326117 ddress: 1-1101 MAIN STREET PENTICTON, BC V2A 5E6		Name: Address: City/Town:				
Address:							
City/Town.							
Province:		Postal Code:	Province:	Postal Code:			
Day Phone:	tel: 250-490-	7625	Day Phone:	Cell Phone:			
Email:	email: harp@	wildstone.com	Email:				
AGENT IN	FORMATION (if a	applicable)					
Name:							
Address:		City/Town:	Province:	Postal Code:			
Day Phone:	:		Cell Phone:				
Email:							

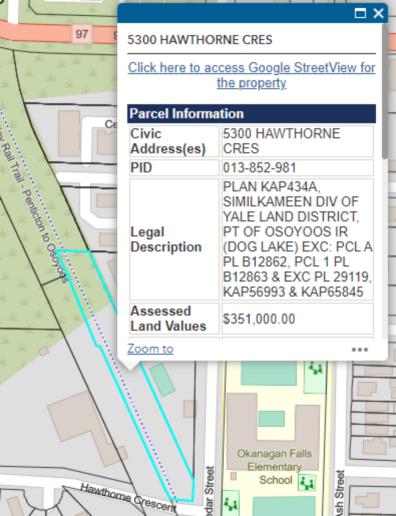
NOTICE OF COLLECTION OF PERSONAL INFORMATION:

Personal information on this form is collected for the purpose of processing this application and for administration and enforcement. The personal information is collected under the authority of the Local Government Act and the bylaws of the Regional District Okanagan-Similkameen. Documentation / information submitted in support of this application can be made available for public inspection pursuant to the Freedom of Information and Protection of Privacy Act. Contact the Freedom of Information Officer at the Regional District Okanagan-Similkameen for information.

PROPERTY DESCRIPTION								
Civic address: 5300 HAWTHORNE CRES., OK FALLS	Electoral Area: D							
Legal Description Plan KAP434A, SDYD, Part of Osoyoos IR (Dog Lake) Exc.: PCL A PL B12862, PCL 1 PL B12863 & EXC PL 29119, KAP56993 & KAP65845								
Current land use: None - inactive and undeveloped								
·								
Surrounding land uses: Residential (low density), institutional (elementary school), and agricultural (cattle auctioning)								
Current method of sewerage disposal: Community Sewer Septic Tank	Other NA							
Current method of water supply:	Other NA							
Any restrictive covenants registered on the subject property: X No Yes (if YES, attach details)	ails)							
Any registered easements or rights-of-ways over the subject property: No X Yes (Sch	nool board easement)							
Agricultural Land Reserve: X No Yes Is ALC approval required: X No	Yes							
Does the subject property possess a legal road access: No X Yes (if NO, provide details)								
Development Permit Area Designations:								
☐ Watercourse ☐ Multiple Family ☐ Protection of Farming ☐ €	Commercial							
☐ Environmentally Sensitive ☐ Industrial ☐ Naramata Townsite ☐ Hillside								
TYPE OF APPLICATION: Official Community Plan (OCP) X Zoning] Joint OCP & Zoning							
REQUESTED LAND USE DESIGNATION AMENDMENT(S):								
Existing OCP Designation: Existing Zoning:								
MR RD1, RS2								
Proposed OCP Designation: Proposed Zoning:								
MR RM1								

REQU	IIRED DOCUMENTATION:
	ins and drawings referred to in this section should be submitted with one full scale and one reduced (11 x 17) suitable for black and white reproduction. When possible, digital versions should also be included.
	Certificate of Title – copies of titles should be dated no more than 30 days prior to the date of application. Copies of titles are available from the Land Titles Office, or through a Government Agent's Office, a notary, lawyer or search company. The Regional District is also able to obtain a copy of a title at a cost of \$25.00.
	Agent Authorization (if applicable) – signature requirements on Page 4 of this application form
	Context Map – showing all areas affected by the zoning bylaw amendment, including existing and proposed zones, adjacent properties and roads, watercourses and other significant natural features.
	Development Plans – drawn to scale and showing the property that is the subject of the application and how it is proposed to develop and/or use the property.
	Subdivision Plan – rezoning applications submitted to facilitate the subdivision of land should include a proposed plan of subdivision prepared by a BC Land Surveyor which includes subdivision layout (including all dimensioned lots), lot areas, and any proposed easements and right of ways.
	Site Notification – to be prepared in accordance with the specifications contained in the Regional District's Development Procedures Bylaw, and proof of the sign on the subject property included at the time of making application (i.e. photos).
	Supporting Rationale – the reason why you are seeking a rezoning must be included (i.e. what will the new zoning allow you to do and why is this a good idea?). Please use the space below to provide your rationale or attach as a separate sheet (as necessary).
	Please read the Official Community Plan Bylaw for your Electoral Area to see if the Regional District has adopted policies that may support, or speak against your proposed development. Dorting Rationale: The proposed development is consistent with the OCP as well as recent provincial housing legislation.
	Additional material or more detailed information may be requested by the Regional District upon review of the application.

As owner(s) of the land described in this application, I/we he	eby authorize:
to act as applicant in regard to this land development applica	tion. (Print Name)
Signature of Owner:	Date:
Signature of Owner:	Date:
DECLARATION:	
DECLARATION: I, the undersigned, hereby certify that the information provides	ded with respect to this application is full and comp
DECLARATION: I, the undersigned, hereby certify that the information provides	ded with respect to this application is full and comp
	ded with respect to this application is full and comfacts related to this application.



TITLE SEARCH PRINT 2024-03-14, 17:09:20

File Reference: Requestor: chris harp

Declared Value \$450000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA9806116 From Title Number KP73712

Application Received 2022-03-24

Application Entered 2022-03-28

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1326117 B.C. LTD., INC.NO. BC1326117

1-1101 MAIN STREET PENTICTON, BC

V2A 5E6

Taxation Authority Penticton Assessment Area

Description of Land

Parcel Identifier: 013-852-981

Legal Description:

THAT PART OF OSOYOOS INDIAN RESERVE (DOG LAKE) SHOWN ON PLAN A434 EXCEPT:

(1) PARCEL A (PLAN B12862)(2) PARCEL 1 (PLAN B12863)

(3) PLANS 29119, KAP56993 AND KAP65845

Legal Notations NONE

Charges, Liens and Interests

Nature: EASEMENT Registration Number: KT86050

Registration Date and Time: 2002-08-07 11:15

Remarks: PART ON PLAN KAP71661

APPURTENANT TO BLOCK 6 PLAN 4397

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

<i>√</i>	LAND TITLE ACT FORM C (Section 233) Province of British Columbia GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 6 pages 1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) Randall Cobbett, Solicitor, Cobbett & Cotton Law Corporation, Barristers and Solicitors, 4259 East Hastings Street, Burnaby, B.C., V5C 2J5 (299-6251) File - Switzer Randall Cobbett, Signature of applicant's solicitor 2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: * (PID) (LEGAL DESCRIPTION) Part of Osoyoos Indian Reserve (Dog Lake) shown on Plan A434 except Parcel A (Plan B12862), Parcel 1 (Plan B12863) and Plans 29119,	
WEBBER AGENCY SERVICES		55 i\$93 \$53. 00
	8. EXECUTION(S): ** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledges receipt of a true copy of the filed standard charge terms, if any. Officer Signature Execution Date Parties signatures Y M D 01 10 17 David William Switzer V5C 2J5 (as to both signatures) Daphne Leigh Switzer	

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT FORM D EXECUTIONS CONTINUED

Page 2

Officer Signature(s)	Exec	ution !	Date	Transferor Signature
/	Y	М	D	
DOUGLAS REGINALD BLATCHFORE A COMMISSIONER FOR TAKING AFFIDAVITE FOR BRITISH COLUMBIA 101 - 9971 - 350 AVC., OLIVER, BRITISH COLUMBIA DOUGLAS REGINALD BLATCHFORD	01	10	24	The Board of School Trustees of School District No. 53 (Okanagan Siilkameen), by its authorized signatory:
COLLUER BC OLEVER BC A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA				

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the <u>Evidence Act.</u> R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the <u>Land Title Act</u> as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

Page 3

EASEMENT

THIS INDENTURE MADE AS OF THE 24 DAY OF October, 2001

BETWEEN: DAVID WILLIAM SWITZER and DAPHNE LEIGH SWITZER

4008 Albert Street

Burnaby, British Columbia, V5C 2E3

("Rem. Plan A434 Owner")

AND: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 53

(OKANAGAN SIMILKAMEEN),

35061 - 101 Street, Bag 5000

Oliver, British Columbia, V0H 1T0

("Block 6 Owner")

WHEREAS:

A. Rem. Plan A434 Owner is the registered owner of certain lands and premises located in Okanagan Falls, British Columbia, legally described as:

Parcel Identifier 013-852-981 Part of Osoyoos Indian Reserve (Dog Lake)

Shown on Plan A434

except Parcel A (Plan B12862), Parcel 1 (Plan B12863) and Plans 29119, KAP56993 and KAP65845

("Rem. Lot A434").

B. Block 6 Owner is the registered owner of certain lands and premises located in Okanagan Falls, British Columbia, legally described as:

Parcel Identifier 010-558-900

Block 6

District Lot 2883S Similkameen Division Yale District

Plan 4397

("Block 6")

C. Rem. Plan A434 Owner wishes to grant to Block 6 Owner an easement for the purpose of providing access to Block 6.

Page 4

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of Ten (\$10.00) Dollars now paid by Block 6 Owner to Rem. Plan A434 Owner, the receipt and sufficiency of which is hereby acknowledged, Rem. Plan A434 Owner covenants and agrees with Block 6 Owner as follows:

- 1. "Easement Area" means that area charged by the Rem. Plan A434 Easement, being that portion of Lot A434 shown outlined in bold black on Explanatory Plan of Easement over Part of Osoyoos Indian Reserve (Dog Lake) shown on Plan A434 except Parcel A (Plan B12862), Parcel 1 (Plan B12863) and Plans 29119, KAP56993 and KAP65845 prepared by Buzikievich & Harrichhausen, B.C.L.S. and certified correct on May 14, 2001, hereafter known as Plan KAP.
- 2. "Rem. Plan A434 Easement" has the meaning set out in paragraph 3.
- 3. Rem. Plan A434 Owner hereby grants to Block 6 Owner, for the benefit of and to be pertinent to Block 6, for the use and the enjoyment of Block 6 and their invitees, employees, contractors, agents and guests at any time and from time to time, the non-exclusive full, free and uninterrupted right, liberty, right of way, easement and licence (the "Rem. Plan A434 Easement") in common with Rem. Plan A434 Owner and all other persons now or hereafter having the express or implied permission of Rem. Plan A434 Owner or having a similar right, over the Easement Area, at all times hereafter by night and day and at their will and pleasure to enter upon, and go across and return over the Easement Area with or without vehicles for the purpose of obtaining access to and egress from public roadways. To have and to hold as an easement appurtenant to Block 6, forever, subject at all time to the terms hereof.
- 4. Each of Rem. Plan A434 Owner and Block 6 Owner covenants and agrees with each other that:
 - (a) Rem. Plan A434 Owner will indemnify and save harmless Block 6 Owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that Block 6 Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of Rem. Plan A434 Owner or of any agent, employee, officer, director, or invitee of Rem. Plan A434 Owner arising by virtue of the use of the Easement Area or any part of Block 6, excepting always liability arising out of the independent negligent acts of Block 6 Owner,
 - (b) Block 6 Owner will indemnify and save harmless Rem. Plan A434 Owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that Rem. Plan A434 Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of Block 6 Owner or of any agent, employee, officer, director, or invitee of Block 6 Owner arising by virtue of the use of the Easement Area or other parts of Rem. Plan A434, excepting always liability arising out of the independent negligent acts of Rem. Plan A434 Owner, and

Page 5

- (c) The parties will, insofar at it is practicable so to do, exercise their rights hereunder in such a manner as not to interfere unduly with the proper and intended use of Rem. Plan A434 or Block 6 as the case may be.
- 5. Block 6 Owner and Rem. Plan A434 Owner hereby covenant and agree to provide and keep in full force and effect property damage and comprehensive general liability insurance each as to its own interests to a limit customarily maintained by prudent persons with similar liability in the Okanagan Falls, British Columbia, area, in support of the indemnity given each to the other in clauses 4(a) and (b) of this agreement.
- 6. Rem. Plan A434 Owner and Block 6 Owner agree to do and execute, or cause to be made, done or executed, all such further lawful acts, deeds, things, devises, conveyances and assurances in law or equity whatsoever from time to time and at all times upon every reasonable request for better assuring unto Block 6 Owner the easement hereby granted.
- 7. If a dispute arises between Rem. Plan A434 Owner and Block 6 Owner with respect to any matter set out in this agreement, both agree such dispute will be referred to arbitration before a single arbitrator pursuant to the provisions of the Commercial Arbitration Act (British Columbia), as such may be amended from time to time or other similar legislation enacted from time to time in its place.
- 8. No amendment, modification, supplement, termination or waiver of any provision of this agreement will be effective unless made in writing and signed by each of Rem. Plan A434 Owner and Block 6 Owner.
- 9. Nothing contained in this Agreement will be interpreted so as to restrict or prevent Rem. Plan A434 Owner from using Rem. Plan A434 in any manner in which does not interfere with the security or efficient functioning of or unobstructed use of the Rem. Plan A434 Easement.
- 10. It is mutually understood, agreed and declared by and between Rem. Plan A434 Owner and Block 6 Owner that;
 - (a) The covenants herein contained shall be covenants running with the land but not part of the fee simple thereof and shall pass to or be vested in either of Rem. Plan A434 Owner or Block 6 Owner under or by this agreement;
 - (b) None of the covenants herein contained shall be personal or binding upon Rem. Plan A434 Owner or Block 6 Owner, save and except during such Rem. Plan A434 Owner or Block 6 Owner's respective ownership of any interest in Rem. Plan A434 or Block 6 and to the extent of that interest, and save and except for such obligations arising from acts or omissions prior to the termination of such Rem. Plan A434 or Block 6 Owner ownership, but the land shall, nevertheless, be and remain at all times charged therewith;
 - (c) Should any portion of this agreement be declared invalid and unenforceable, then such portion shall be deemed severable from this agreement and shall not affect the remainder hereof:

Page 6

- (d) The expressions "Rem. Plan A434 Owner" and "Block 6 Owner" shall be deemed to include the heirs, executors, administrators, successors in title and assigns of such parties wherever the context so requires;
- (e) Wherever the singular or the masculine is used in this agreement, the same shall be construed as meaning the plural or feminine or body corporate or politic where the context so requires; and
- (f) This agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.

In witness whereof the parties hereto as Transferor and Transferee, respectively, have caused this agreement to be executed on part 1 of this agreement as of the day and year first above written.

END OF DOCUMENT

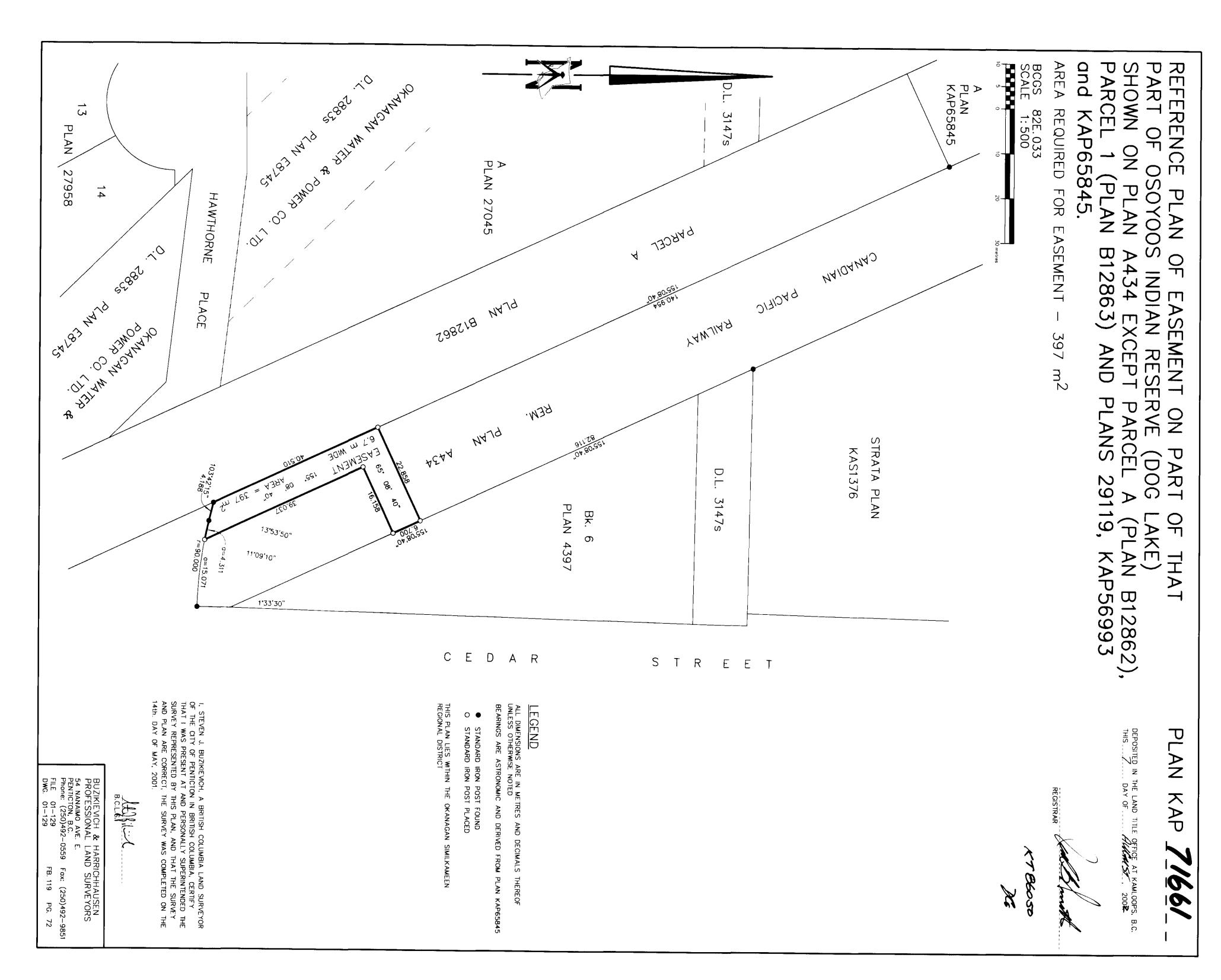
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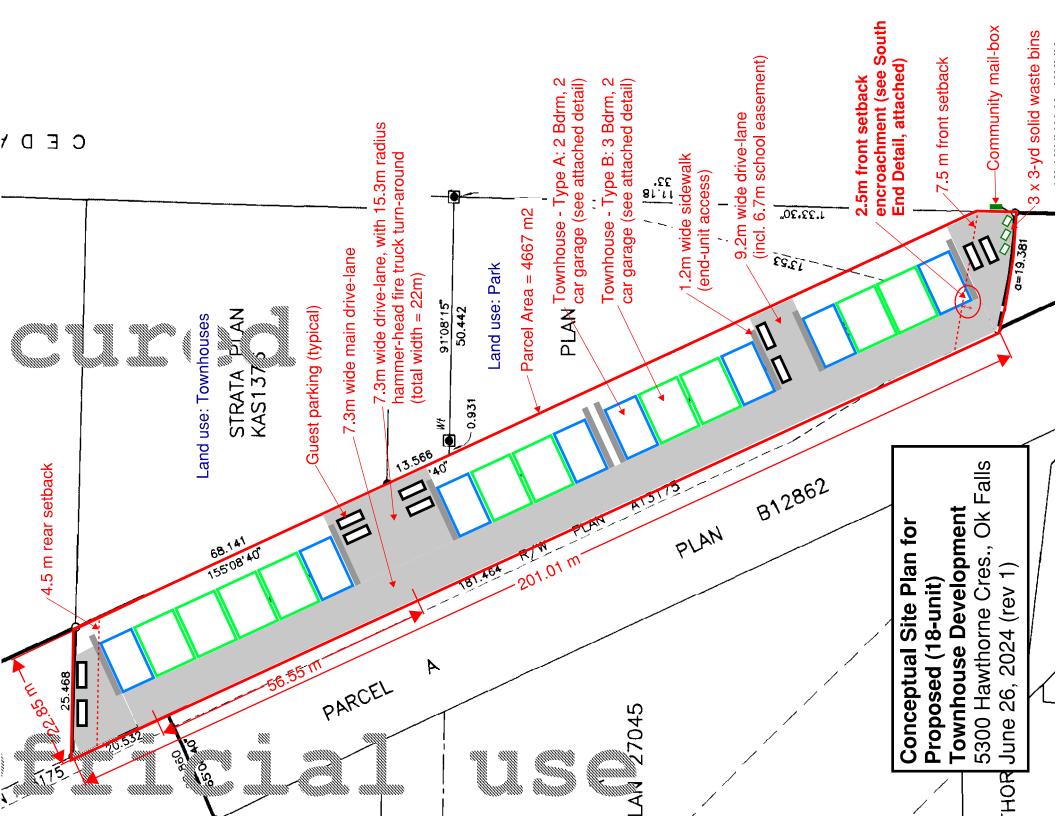
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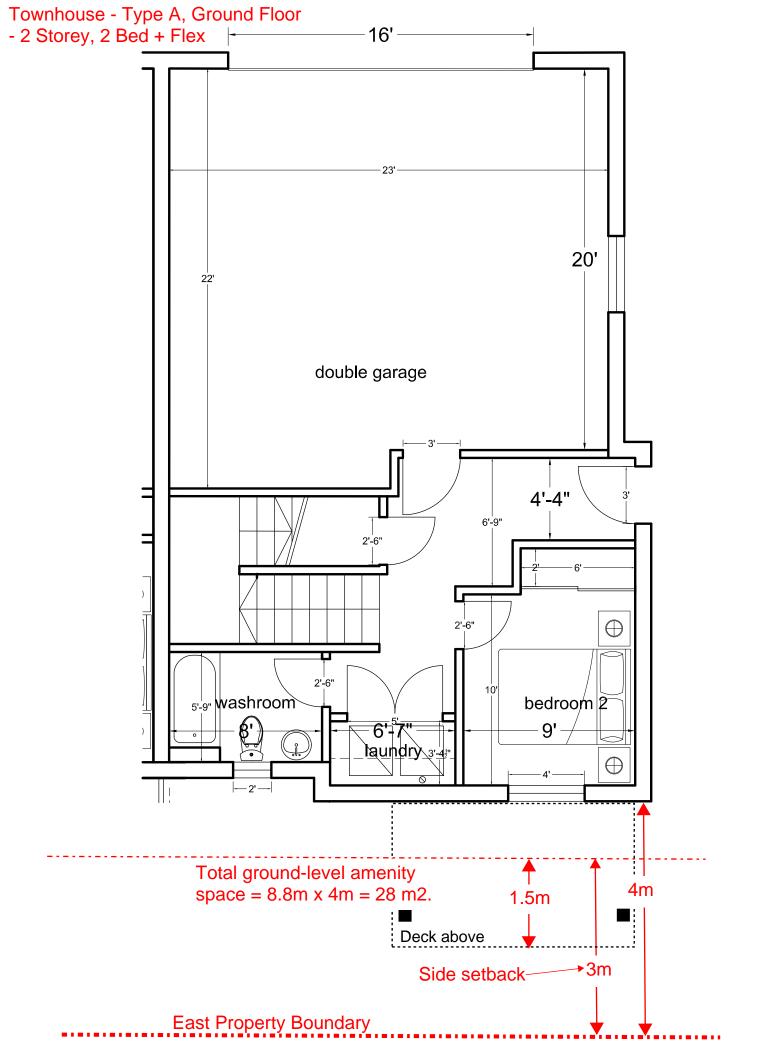
LAND TITLE ACT FORM 11 (a) (section 99(1) (e).(j) and (k))

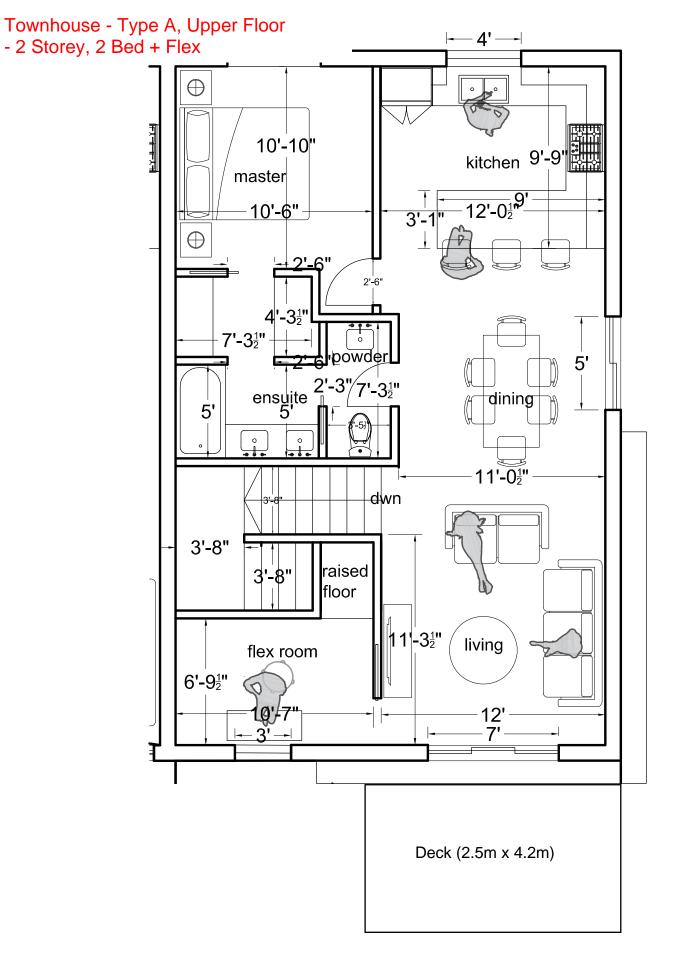
APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

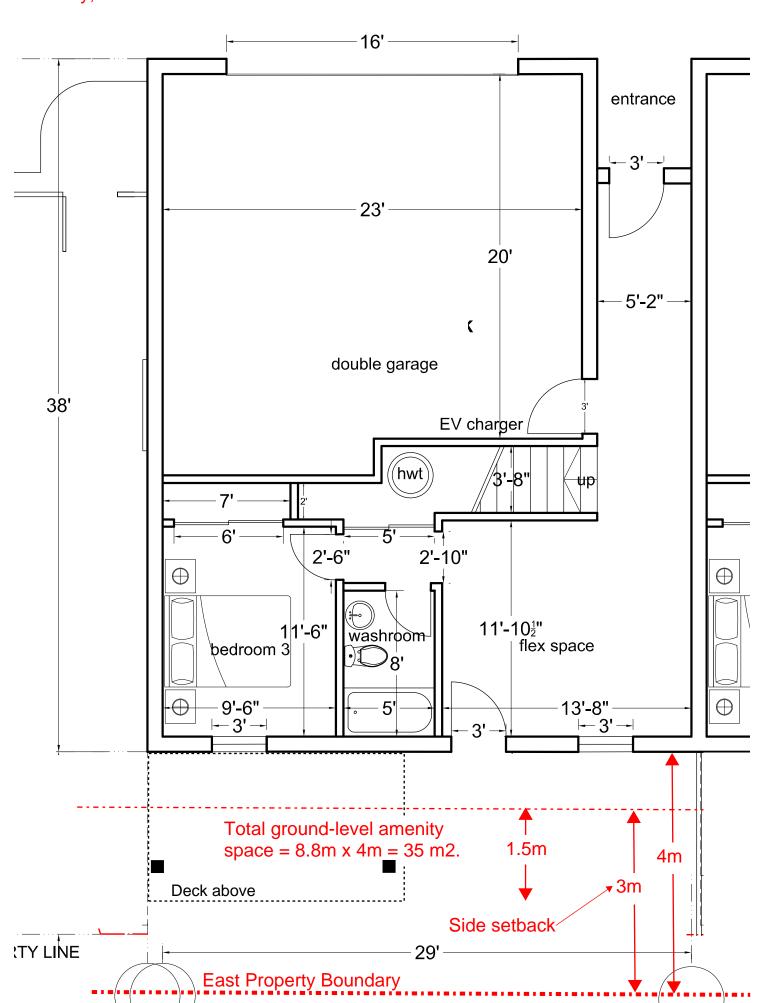
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DISTRICT N	NO.53 (OKANAGAN	SIMILKAMEEN)	35061-10	1 ST. BC	X 5000,	OLIVER, B.C
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				B.C	LS.or solicitor	for the owner
	Controlled access appro- designated as a controlle	d access highway				
(d)	Where the plan reters to coverant must be tenden	a restrictive covenant	to be made unde	r section 215,	the instrument	containing the

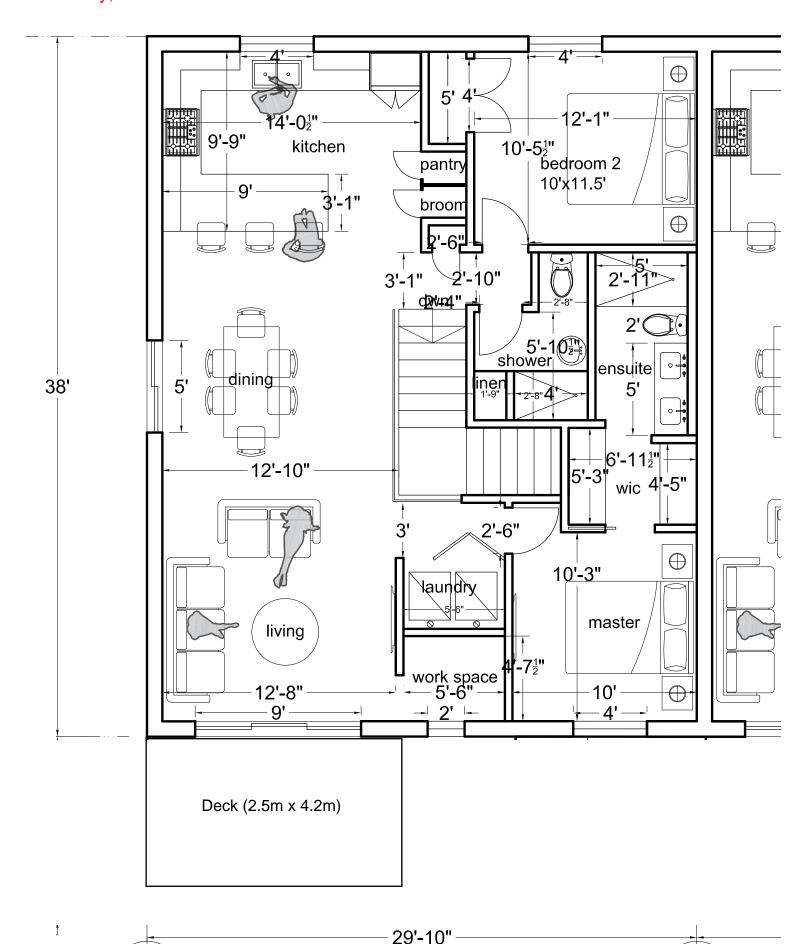












East Property Boundary

