Lesley Gibbons

From: Alex Caplan [redacted]
Sent: September 27, 2026 10:59 PM
To: Tharini Prakash
Cc: Planning; Subrina Monteith
Subject: Opposition letter - I2026.008-ZONE
Attachments: Opposition letter - I2026.008-ZONE.pdf; 5. Easement Plan EPP814 - green portion being discharged.PDF; 8. Easement Plan EPP9078 - red portion being discharged.PDF; 10. Easement Plan EPP144157 - yellow part being to be registered.PDF; 13. Septic field Easements.PDF

Some people who received this message don't often get email from [redacted] Learn why this is important

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Dear Tharini Prakash & RDOS planning department,

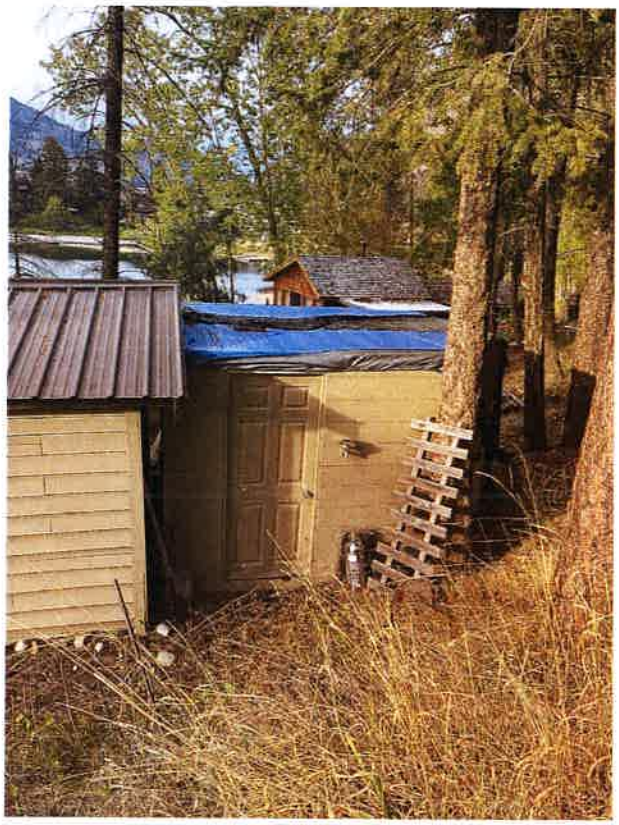
We are writing to you with respect to the proposed Zoning Bylaw Amendment I2026.008-ZONE for 216 Twin Lakes. As the owners of the adjacent property [redacted], we have major concerns about this proposed development application. We believe that this development, should it proceed, will cause significant negative impact to ourselves, the community and the environment. As such, we are opposed to the proposed zoning.

Please see our letter and other documents attached.

Sincerely,

Alex Caplan & Zanna Ekeroth
[redacted]







Dear Tharini Prakash & RDOS planning department,

We are writing to you with respect to the proposed Zoning Bylaw Amendment I2026.008-ZONE for 216 Twin Lakes. As the owners of the adjacent property [redacted], we have major concerns about this proposed development application. We believe that this development, should it proceed, will cause significant negative impact to ourselves, the community and the environment. As such, we are opposed to the proposed zoning.

We oppose this plan due to the following reasons:

1) Parking, shared driveway access and snow removal issues

The proposal would significantly impact our ability to navigate vehicle access. During the winter, the steep driveway surrounding the proposed dwelling will pose a safety issue and the location of the proposed dwelling will make it near impossible to remove snow. During heavy snow years snow banks can reach heights of over 6ft. We rely on this driveway as the sole access to our home.

2) Inconsistent with verbal agreement and compromised septic access

When we moved into [redacted], we were informed about ongoing easement issues between the Venema's (the owners of 216 Twin Lakes) and the previous owners of [redacted]. The Venema's asked us to remove a portion of the easement that allowed our access further down their property (EPP814 & EPP9078 & EPP144157). They told us that their plans were to either park a trailer near the bunkies or make renovations to the existing bunkie, so removal of this easement portion would help them acquire permits for these needs. In good faith and with the intention to build trusting relationships with the neighbours, we accepted the alterations.

We were told that any replacement structure would be of a comparable size and nature. The proposed 2365 ft home and its footprint is not a minor renovation nor is it comparable in size or function with the existing bunkie. Our agreement was that we would still retain access to the lakeside of our property should our easement be removed. This right of way is critical for our access to our septic system. The development proposal is inconsistent with their words that made us accept the easement alterations. We gave up our right of way with no compensation. In hindsight, we would have kept our access right of way as we would not find our property being potentially compromised, or our good faith broken.

3) Construction disturbances, including lost access to home

Our shared driveway would be significantly compromised during the time of construction, most likely causing us to lose full vehicle access to our home and forcing us to park at the top of the property. This would affect our ability to functionally live at our home. Also, moving to Twin Lakes has allowed us to enjoy a quiet environment, which would be extremely disrupted for an extended period of time.

4) Environmental impacts & water shortages

The Twin Lakes is a drought sensitive community. Previous studies such as the RDOS 2010 Summit report have shown that the aquifer and the lakes that it feeds are at capacity with no more room for development. In 2009 and 2010 a number of homes in our community lost their wells, the Turtle Pond dried up and Twin Lakes was in danger of drying up. Should this proposal be granted, it would set a dangerous precedent, where the cumulative demands of many homes will cause water

shortages and pose a potential environmental threat. In years of drought, there is already significant pressure on the water shed. And in years of flooding, septic system run-off can create algal blooms.

One dwelling per site under the current zoning (SH1) exists for a legitimate reason, especially in a sensitive riparian zone community like Twin Lakes. With strong wildlife presence here, continuing to disturb their habitat & removing more trees could be detrimental. If we set the precedent to grandfather in one outdated shack, we're concerned the opportunity could present itself to the other properties on the lake also wanting to over-extend zoning bylaws. This could cause a ripple effect that the riparian zone simply cannot sustain.

5) History of the bunkies

To give some further context about the bunkies, the original owners [redacted] of EPP9077 (when lots A&B&C had not yet been subdivided), used the cabin while building the current [redacted](lot B) home in 1991 and recreationally over the years, but it never had electricity, heat, water or septic services. Today, the structures are deteriorated storage sheds and the Venema's have not used them as a recreational cabin nor maintained the surrounding area since we moved in in 2024. Please find pictures attached.

We hope that you will reject proposal I2026.008-Zone for rezoning as the proposed development will cause irreparable damage to our property, our community and to the environment. An approval would favour one non-local family's occasional visits at the expense of year-round residents and sensitive habitats. Further, we don't believe this development is in the Regional District's interest as it will set a dangerous precedence. We are not opposed to the Venema's renovating or replacing the existing bunkie with a unit of comparable size and function (ie. without sewer or water). We are opposed to a second home on the property.

We invite you to come and take a look at the property and the surroundings to better understand their unreasonable proposal and its significant impact. Please feel free to reach out should you have any further questions.

Sincerely,

Alex Caplan & Zanna Ekeroth
[redacted]

(5)

SCHEDULE A

REFERENCE PLAN OF EASEMENT OVER PART OF LOTS 11 AND 12, SECTION 36, TOWNSHIP 89, SDYD, PLAN 17461.

PLAN EPP814

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT.

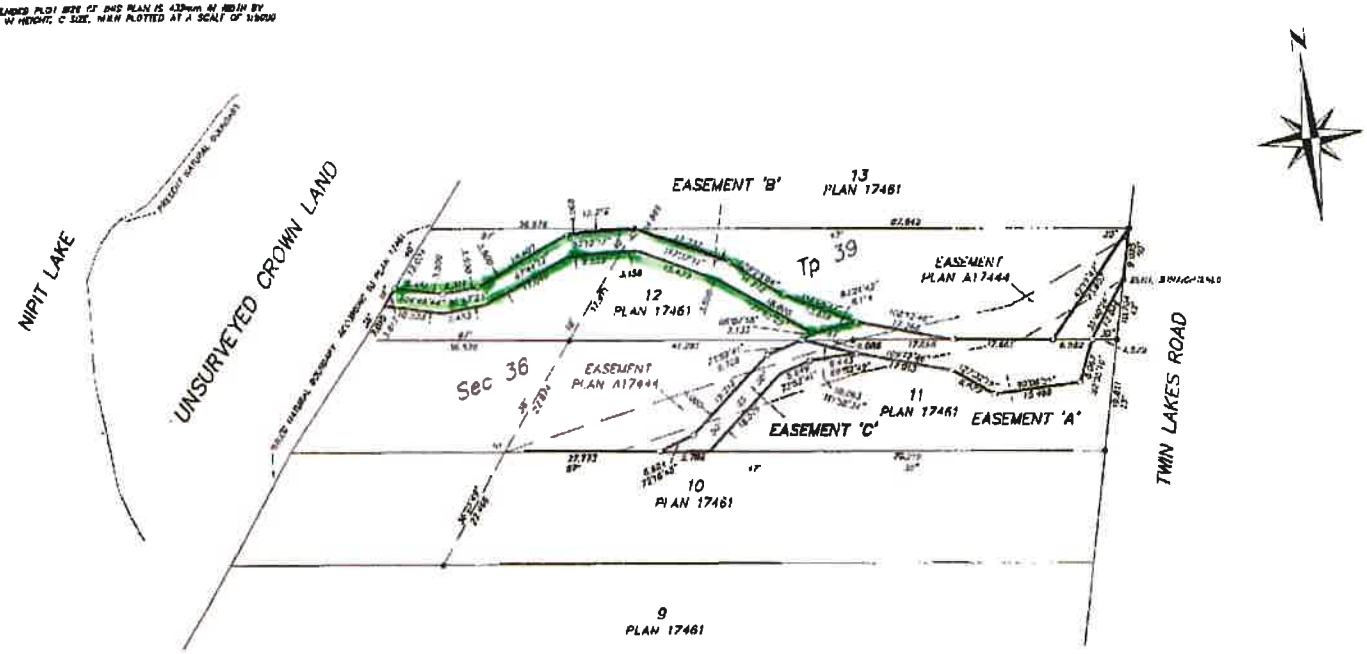
BCGS 82E.032

SCALE : 1:500

0 10 20 30 40 m

(ALL DIMENSIONS ARE IN METRES)

THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY 550mm IN HEIGHT, C SIZE, WHEN PLOTTED AT A SCALE OF 1:500



BOOK OF REFERENCE

	DESCRIPTION	PARCEL IDENTIFIER	AREA REQUIRED
EASEMENT 'A'	LOT 11, SECTION 36, TOWNSHIP 89, SDYD, PLAN 17461	008-388-783	279.8m²
EASEMENT 'A'	LOT 12, SECTION 36, TOWNSHIP 89, SDYD, PLAN 17461	008-388-771	132.8m²
EASEMENT 'B'	LOT 13, SECTION 36, TOWNSHIP 89, SDYD, PLAN 17461	008-388-771	310.7m²
EASEMENT 'C'	LOT 11, SECTION 36, TOWNSHIP 89, SDYD, PLAN 17461	008-388-783	179.4m²

LEGEND

BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN 17461.

B DENOTES STANDARD IRON POST FOUND
C DENOTES STANDARD IRON POST SET.

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF OKANAGAN SAMEKAMEEN

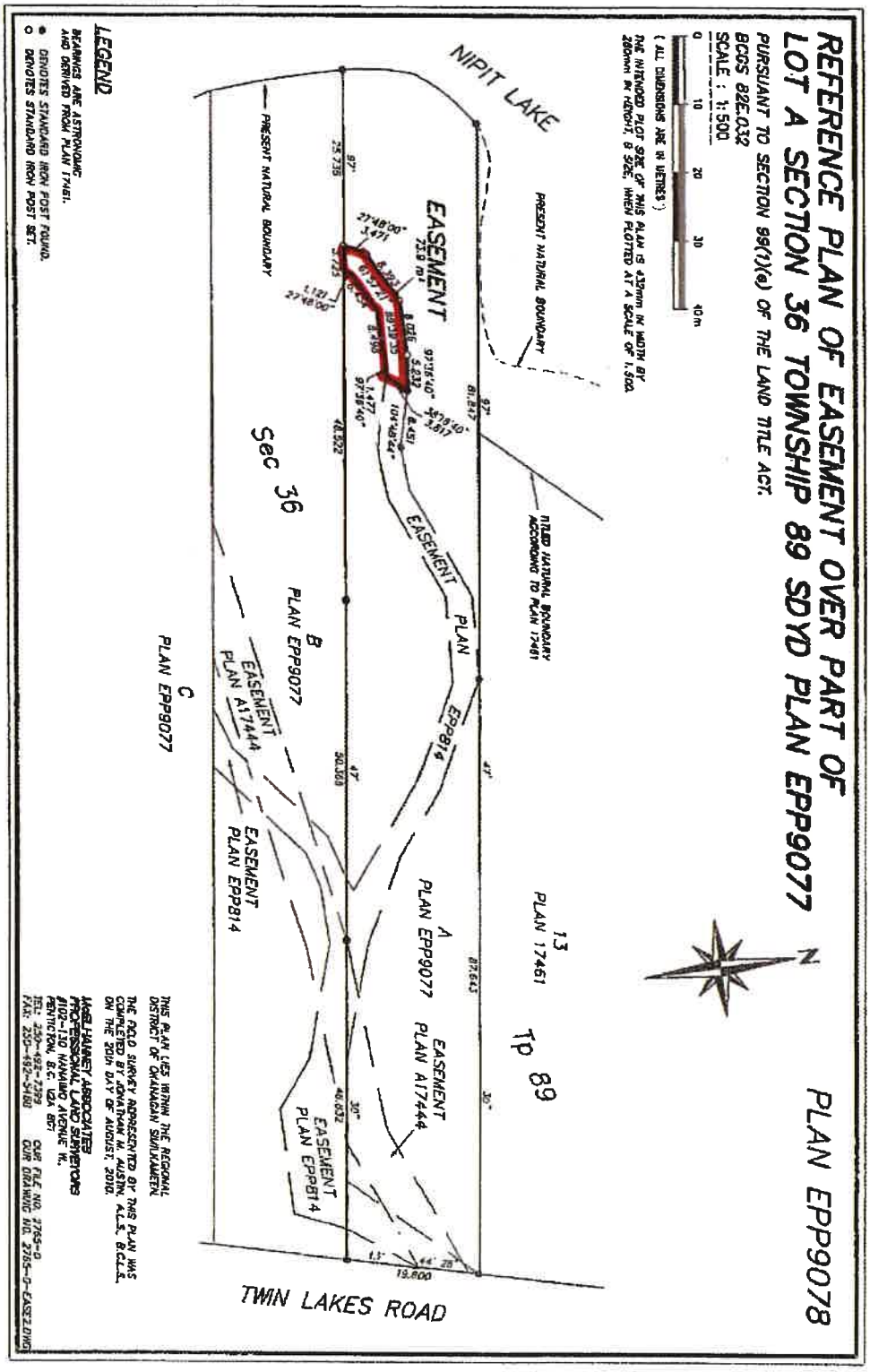
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY JOHANNAN M. AUSPIK, ALS, BCLS, ON THE 14th DAY OF JULY, 2008.

McELHANNEY ASSOCIATES
PROFESSIONAL LAND SURVEYORS
2002 130 NANAIMO AVENUE W.
PENTICTON, B.C. V2A 2C1
TEL: 492 - 7388
FAX: 492 - 5488

LTO CLIENT# 10613
OUR FILE NO. 2785-D
SUR DRAWING NO. 2785-D-CASE.DWG

(8)

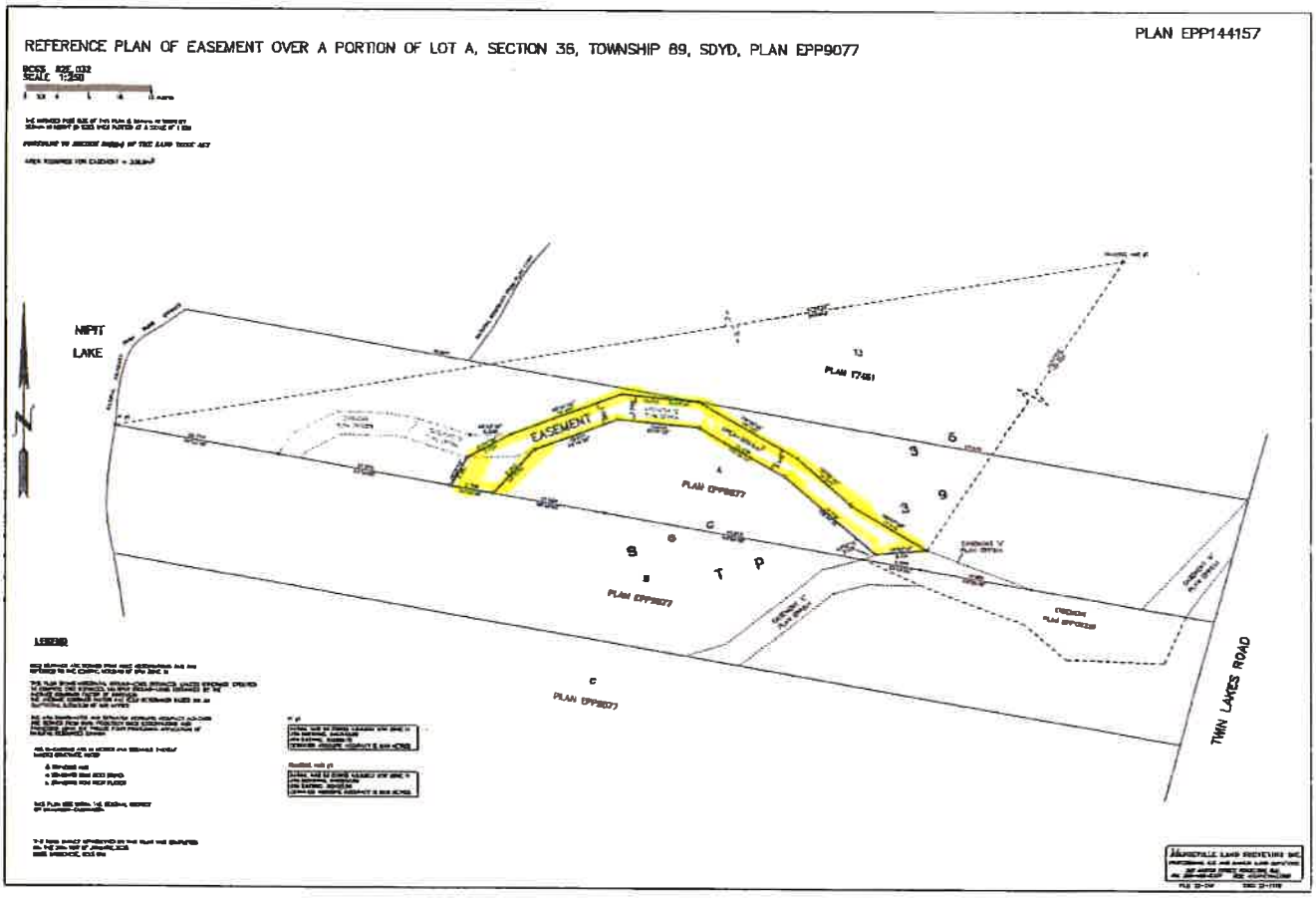
Schedule A



End of Document

PLAN EPP144157

REFERENCE PLAN OF EASEMENT OVER A PORTION OF LOT A, SECTION 36, TOWNSHIP 89, SDYD, PLAN EPP9077



(13)

Land Title Act

Charge

General Instrument – Part 1

1. Application

F H & P LAWYERS LLP
Barristers and Solicitors
400 - 1628 Dickson Avenue
Kelowna BC V1Y 9X1
2507624222

Blanket Septic

2. Description of Land

PID/Plan Number	Legal Description
028-356-683	**LOT A SECTION 36 TOWNSHIP 89 SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP9077**

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		**Dominant Tenement PID 028-356-705 Lot B Section 36 Township 89 Similkameen Division Yale District Plan EPP9077**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BROOKE ASHLEY VENEMA

SCOTT ANDREW VENEMA

6. Transferee(s)

ALEXANDER JOSEPH LUKE CAPLAN NORDIC SKI MANAGEMENT

[redacted]

7. Additional or Modified Terms

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8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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 acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**BROOKE ASHLEY VENEMA**
		SCOTT ANDREW VENEMA

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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**ALEXANDER JOSEPH LUKE CAPLAN**

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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TERMS OF INSTRUMENT – PART 2

ACCESS EASEMENT -SEPTIC

BETWEEN:

BROOKE ASHLEY VENEMA
SCOTT ANDREW VENEMA
[redacted]

(hereinafter called "Grantors")

AND:

ALEXANDER JOSEPH LUKE CAPLAN
[redacted]

(hereinafter called "Grantee")

WHEREAS:

A. The Grantors are the registered owner of all and singular that certain parcel or tract of lands situate in the Penticton Assessment Area, and more particularly known and legally described as:

PID: 028-356-683
Lot A Section 36 Township 89 Similkameen Division Yale District Plan EPP9077

(the "**Servient Lands**")

B. The Grantee is the registered owner of all and singular that certain parcel or tract of lands situate in the Penticton Assessment Area, and more particularly known and legally described as:

PID: 028-356-705
Lot B Section 36 Township 89 Similkameen Division Yale District Plan EPP9077

(the "**Dominant Lands**")

C. The Grantors have agreed, at the request of the Grantee, to grant to the Grantee an Easement in perpetuity over a portion of the Servient Lands, to provide the Grantee pedestrian and vehicular access to the Dominant Lands.

D. The Grantors, as owners of the Servient Lands, do hereby grant, transfer and convey to the Grantee as owner of a corresponding Dominant Lands, in perpetuity for the benefit of, and to be pertinent to, the Grantee, subject to the terms and conditions herein set forth, the unfettered, non-exclusive right and easement over the western portion of the Servient Lands (hereinafter referred to as the "Easement Area ")

NOW THEREFORE in consideration of the premises, covenants, and representations contained in this agreement, and of the sum of One ($1.00) Dollar now paid by the Grantee to the Grantors (the receipt and sufficiency of which is acknowledged by the Grantors) and for other good and valuable consideration, the parties agree as follows:

1. The Grantors, as owner of the Servient Lands do hereby grant, convey and confirm unto the Grantee, as owner of the Dominant Lands, and to be appurtenant to the Dominant Lands for the use and enjoyment of the Grantee as set out aforesaid, and their employees, servants, agents, contractors, subcontractors, suppliers, licenses, invitees, customers, tenants, sublessees, assignees and successors in common with the Grantors and all persons permitted by the Grantors from time to time, the full, free and uninterrupted right, liberty, easement privilege and permission at all times from time to time:

    (a) to enter upon, return, pass and repass by day on foot, with or without vehicles over the Easement Area for the purpose of ingress to and egress from the Dominant Lands to the Servient Lands for the sole purpose of repairing and replacing the septic field/tank located on the Dominant Lands;

    (b) generally to do all acts reasonably necessary and incidental to any of the purposes set forth in this Agreement;

    and to have and to hold the Easement Area as an easement appurtenant to the Dominant Lands subject only to the provisos, terms and conditions herein contained (the "Access Easement").

2. All of the covenants of the Grantors hereunder and any and all rights, duties or responsibilities of the Grantors as specified herein shall, in respect of the Servient Lands, be deemed to be granted in favour of or in respect of the Grantee as owners of the Dominant Lands.

3. The Grantors hereby covenant and agree with the Grantee that:

(a) except as herein expressly provided, they will not do or permit to be done any act or thing which, in the reasonable opinion of the Grantee, might interfere with or obstruct access to the Grantee's use and enjoyment of the Easement Area for the purposes contained;

(b) from time to time and at all times upon every reasonable request and at the sole cost and expense of the Grantee, the Grantors will do and execute or cause to be done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee, and their successors and assigns, of the rights, liberties and easement herein granted.

4. The Grantee shall:

(a) not unreasonably interfere with the use and enjoyment of the Servient Lands and Easement Area by the Grantors and those authorized or permitted by the Grantors.

(b) take all steps necessary to restrict and minimize use of the Easement Area, and to use this Easement Area only if no other options for access to the septic field/tank are available.

(c) maintain those parts of the Easement Area which the Grantee uses for vehicular access to the Dominant Lands and keep those parts in good, clean and safe repair and at the Grantee's expense, rebuild, repair and remediate any damaged areas to its original condition caused by the Grantee's usage of the Easement Area.

(d) execute a Release of the Easement, prepared by, and at the expense of the Grantors when the Grantee no longer requires or maintains a septic tank/field requiring access over the Easement Area.

(e) as much as possible restrict their use of the Easement Area to existing roadways, paths and existing easements and shall not interfere with existing structures on the Grantors lands nor restrict the ability of the Grantors to utilize their lands in the normal course, including but not limited to landscaping, roadway, parking area, and ancillary structures.

(f) provide 48 hours written notice to the Grantors before entering the Easement Area which written notice shall show the proposed access points to be utilized.

5. If the Grantors do not fulfill any of their obligations under this Agreement or are in breach of any of its covenants herein, the Grantee shall have the right, at their sole discretion, upon not less than ten (10) days prior written notice to the Grantor (except in the case of emergency where the Grantee shall only be required to give

such notice as is reasonable in the circumstances having regard to the nature of the emergency) to make reasonable and necessary expenditures to perform the said obligations and covenants in place of the Grantors and the Grantors hereby agree to indemnify the Grantee for the reasonable and actual costs so incurred.

6. The Grantors hereby agree to indemnify and save harmless the Grantee from and against any and all claims, actions, damages, liabilities, losses, debts and expenses in connection with loss of life, personal injury or damage to the property as a result of the breach by the Grantors of their obligations and covenants under this Agreement.

7. The Grantee hereby agrees to indemnify and save harmless the Grantors from and against any and all claims, actions, damages, liabilities, losses, debts and expenses in connection with loss of life, personal injury or damage to the property as a result of the use and passage on or over the Servient Lands or any work performed thereon by the Grantee, their servants, officers, employees and successors, except if caused or arising as a result of the act, neglect or breach of this Agreement by the Grantors.

8. The right, liberty and easement herein granted by the Grantors to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its successors in title.

9. This Access Easement shall be construed as running with the lands but no part of the fee simple hereof shall pass to or be vested in the Grantee under or by virtue of this Agreement.

10. Wherever the singular or masculine is used in this Agreement they shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so requires. The singular shall include the plural. The obligations of the Grantee, if more than one, are several and not joint and several.

11. If any provision of this Agreement is held invalid or unenforceable by a decision of a court of competent jurisdiction, such portion shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

12. Any and all written notices to be given or which may be given under this Agreement shall be delivered personally or sent by prepaid registered mail and in the case of notice given by post as aforesaid, such notice shall be conclusively deemed to have been given on the fifth business day following the date on which the said notice was delivered to a post office in British Columbia and addressed to the parties as follows:

If to the Grantors, to the address shown on title to any lands against which this Access Easement has been registered; and

If to the Grantee, to the address shown on title to any lands against this this Access Easement is appurtenant.

13. No party hereto nor its successors in title shall be liable for any breach of the terms of this Agreement occurring after ceasing to be the owner of the Dominant Lands or the Servient Lands, as the case may be.

14. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective, executors, administrators, successors and assigns.

Lesley Gibbons

From: Danielson, Steven - Contractor <Steven.Danielson@fortisbc.com>
Sent: October 14, 2026 8:41 AM
To: Planning
Subject: Twin Lakes Rd, 216, RDOS (I2026.008.ZONE)

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With respect to the above noted file,

Land Rights Comments

- There are no immediate concerns or requests for additional land rights, however there may be additional land rights requested stemming from changes to the existing FortisBC Electric ("FBC(E)") services, if required.

Operational & Design Comments

- There are FortisBC Electric ("FBC(E)") primary distribution facilities along Twin Lakes Road, but further extension work may be required to bring services to the proposed build site.
- All costs and land right requirements associated with changes to the existing servicing are the responsibility of the applicant.
- The applicant and/or property owner are responsible for maintaining safe limits of approach around all existing electrical facilities within and outside the property boundaries.
- **To proceed, the applicant should contact an FBC(E) designer as noted below for more details regarding design, servicing solutions, and land right requirements.**

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). Please have the following information available in order for FBC(E) to set up the file when you call.

- Electrician's Name and Phone number
- FortisBC Total Connected Load Form
- Other technical information relative to electrical servicing

For more information, please refer to FBC(E)'s overhead and underground design requirements:

FortisBC Overhead Design Requirements
http://fortisbc.com/ServiceMeterGuide

FortisBC Underground Design Specification
http://www.fortisbc.com/InstallGuide

If you have any questions or comments, please contact us at your convenience.

Best Regards,

Steve Danielson, AACI, SR/WA
Contract Land Agent | Property Services | FortisBC Inc.
2850 Benvoulin Rd
Kelowna, BC V1W 2E3
Mobile: 250.681.3365
Fax: 1.866.636.6171
FBCLands@fortisbc.com



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*"FortisBC" refers to the FortisBC group of companies which includes FortisBC Holdings, Inc., FortisBC Energy Inc., FortisBC Inc., FortisBC Alternative Energy Services Inc. and Fortis Generation Inc.

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From: Andrew Reeder [redacted]
Sent on: Monday, 02 November 2026 04:49:39 UTC
To: Tharini Prakash <tprakash@rdos.bc.ca>
Subject: I2026.008-ZONE - 216 Twin Lakes Road
Attachments: 216 Rezoning Public Input.pdf (433.42 KB)

Follow up: Follow up
Start date: Thursday, 05 November 2026 00:00:00 UTC
Due date: Thursday, 05 November 2026 00:00:00 UTC

You don't often get email from [redacted] Learn why this is important

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Please find our comments attached for consideration in the proposed rezoning of 216 Twin Lakes Road.

RDOS Planning Department:
101 Martin Str., Penticton, B.C.
V2A-5J9
Via: email planning@rdos.bc.ca

Andrew and Jodie Reeder
[redacted]

Re: RDOS TUP Application I2026.008-Zone

Dear Tharini Prakash

We are writing to you with respect to the proposed Zoning Bylaw Amendment I2026.008-ZONE for 216 Twin Lakes. As the owners of the property [redacted], we share a driveway with 216 and are in close proximity to the proposed development.

The proposed development is a secondary home and is not a "bunkie" as we have been told by the owners. While the owners proport that this home will be for occasional use, the construction of a 1,950 sq ft home does not support this statement, nor could occasional use be guaranteed.

We believe that this development should not proceed as it will cause significant harm to ourselves, our neighbours, the community and the environment.

We oppose this plan due to the following reasons:

Parking, curbside pickup, shared driveway access and snow removal issues
Our driveway is already overused and under maintained. Currently we are providing the majority if not all of the snow clearing and driveway maintenance, even though our right of way agreement says that this should be equally shared. Adding more constraints for parking and the need for more maintenance is an added burden that we should not bear. All available parking is already being claimed. Adding more demand especially in the wintertime is not feasible. Further, garbage and recycling disposal at the top of our driveway is already full with no more room for additional bins to service an additional home.

Density:
Not only will it increase the density near my home, but it sets a dangerous precedent to permit secondary homes throughout the community. We have deliberately built our home in a community with a lower housing density. Adding more homes would detract from the enjoyment our home.

Water Scarcity:
Our community is in a water scarce area. Several studies have identified that Twin Lakes and the aquifer that supports it are at its capacity. While allowing one secondary home will not likely cause significant harm, allowing many secondary homes will be a problem. Again, this sets a precedence. Studies include: the Summit Environment, May 2010 Twin Lakes Aquifer Capacity study for the RDOS and the July 2011 Golder and Associates Review of Groundwater Reports. Both studies concluded that there was not enough water to support additional growth.

Harm to my Neighbour at [redacted]
We have reviewed the proposed plans with our neighbour at [redacted] and believe that this development will cause irreparable harm to their home. The proposed development will cause access issues, challenges to remove and store snow, safety issues when the driveway becomes icy, and access and parking issues.

The province and the Okanagan Basin Water Board have a 1ha minimum lot policy without community sewer, where community funding for sewer grants will not be granted to local governments should they violate their policies. The permitting of this secondary home would be a clear violation of that policy and could cause harm to the greater Regional District.

We hope that you will reject proposal I2026.008-Zone for rezoning as we believe that this proposed development will cause irreputable damage, to our home, our community and to our neighbours.

Sincerely,
Andrew and Jodie Reeder,
[redacted]