



**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
REGULAR BOARD MEETING  
AGENDA**

Monday, June 24, 2019  
7:00 p.m.  
Woodhaven Board Room  
1450 K.L.O. Road, Kelowna, BC

**Pages**

**1. CALL TO ORDER**

Chair to acknowledge that this meeting is being held on the traditional territory of the Syilx/Okanagan Peoples.

**2. ADDITION OF LATE ITEMS**

**3. ADOPTION OF THE AGENDA**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the agenda be adopted.

**4. ADOPTION OF MINUTES**

**4.1 Regional Board Meeting Minutes - June 13, 2019**

6 - 11

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board meeting minutes of June 13, 2019 be adopted.

**5. CORRESPONDENCE**

**5.1 Okanagan Basin Water Board Meeting Highlights - June 7, 2019**

12

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Okanagan Basin Water Board meeting highlights of June 7, 2019 be received for information.

## 5.2 Dan Albas, MP Letter

13 - 18

Regarding a private members bill proposing an amendment to the Criminal Code "evidence that the offender, in committing the offence, took advantage of the fact that the place where the offence was committed was under a lawful evacuation order or was experiencing a natural disaster or other emergency".

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board receive Dan Albas, MP letter of June 10, 2019 regarding private members Bill C-447 and approve forwarding a letter of support for the Bill.

## 6. CORPORATE SERVICES

### 6.1 Request to Extend RDCO Noise Bylaw No. 403 Construction Hours

19 - 23

Maple Reinders Constructors for the purpose of constructing the Peachland Water Treatment Plant

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board approve Maple Reindeers Constructors Ltd. request to begin work on the District of Peachland's Water Treatment Plant at 6:00 a.m. and that the extension remain in effect until December 31, 2019.

## 7. FINANCIAL SERVICES

### 7.1 2018 Statement of Financial Information Disclosures

24 - 35

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Board approve the 2018 Schedules required under the *Financial Information Act* and its regulations including:

- Schedule of Board Remuneration
- Schedule of Employee Remuneration
- Schedule of Payments to Suppliers
- Statement of Severance Agreements
- Schedule of Guarantee and Indemnity Agreements

## 8. COMMUNITY SERVICES



## 8.1 Development Variance Permit Application for P. & J. Uppal (owners)

36 - 44

To vary Zoning Bylaw No. 871 by allowing a reduction to the minimum front setback for temporary farm worker accommodation. Located adjacent to Lakha Road (VP-19-03) Central Okanagan East Electoral Area

*(Custom Vote - Electoral Areas and Kelowna Fringe Area, 1 Director, 1 Vote)*

Chair to ask if there is anyone in the gallery who deems their property affected by the variance.

Recommended Motion:

**THAT** Development Variance Permit Application VP-19-03 to vary the following sections of Zoning Bylaw No. 871 be approved based on the Surveyor's Certificate dated February 28, 2019, by Vector Geomatics Land Surveying Ltd.:

- Section 3.25.6 by allowing a reduction of the minimum parcel line setback for a Temporary Agricultural Worker Dwellings and Accommodation from 15.0 m (49.2 ft) to 1.15 m (3.8 ft).
- Section 3.25.7 by allowing an increase in the maximum setback of a Temporary Agricultural Worker Dwellings and Accommodation building from a principal residence from 15.0 m (49.2 ft) to 32.44 m (106.4ft).

Recommended Motion:

**THAT** the Regional Board does not approve a refund of the Development Applications Procedures Bylaw No. 944's Development Variance Application Fee.

## 8.2 Development Variance Permit Application for R. & C. Denison (owners)

45 - 64

To vary Zoning Bylaw No. 871 by allowing an increase in the maximum height for an existing accessory structure. Located adjacent to Westside Road. (VP-19-04) Central Okanagan West Electoral Area

*(Custom Vote - Electoral Areas and West Kelowna Fringe Area, 1 Director, 1 Vote)*

Chair to ask if there is anyone in the gallery who deems their property affected by the variance.

Recommended Motion:

**THAT** the Regional Board approve Development Variance Permit Application VP-19-04 to vary the Provision of Part 6, Section 6.3.14.2 of Zoning Bylaw No. 871 by allowing an increase of the maximum accessory building height from 5.0 m (16.4 ft.) to 7.6 m (24.93 ft.), based on the Survey Certificate prepared by AllTerra Land Surveying Ltd. dated April 3, 2019.

For the Regional District of Central Okanagan (applicant) to discharge Land Use Contract No. 247 in its entirety. (Z19/01) Located within the Scotty Creek subdivision in the Ellison area. Central Okanagan East Electoral Area

*(Custom Vote - Electoral Areas and Kelowna Fringe Area - 1 Director, 1 Vote)*

Recommended Motion:

**THAT** Land Use Contract Amendment Bylaw No. 247-04 receive first reading.

#### 8.3.1 Zoning Amendment Bylaw No. 871-242

For the above to zone the subject properties to Single Detached Housing (R1), Park and Open Space (P1) and Institutional and Assembly (P2) (Z19/01) Central Okanagan East Electoral Area

*(Custom Vote - Electoral Areas and Kelowna Fringe Area - 1 Director, 1 Vote)*

Recommended Motion:

**THAT** Zoning Amendment Bylaw No. 871-252 receive first reading;

**AND FURTHER THAT** Application Z19/01 be scheduled for a Public Hearing.

### 9. PARK SERVICES

#### 9.1 Woodhaven Nature Conservancy UBC/RDCO MOU and Lease Renewal

146 - 162

3-Year MOU for the delivery of an Artist-in-Residence Program

3-Year Lease Agreement for the delivery of an Artist-in-Residence Program with a portion of Woodhaven Nature Conservancy Regional Park

*(All Directors - Weighted Vote - Simple Majority - LGA 210.2)*

Recommended Motion:

**THAT** the Regional Board approve the renewal of the Memorandum of Understanding with the University of British Columbia for a three-year term from June 2019 – 2022 for the delivery of an Artist-in-Residence Program within a portion of Woodhaven Nature Conservancy Regional Park located at 969 Raymer Road.

Recommended Motion:

**THAT** the Regional Board approve the renewal of the Lease Agreement for a three-year term from June 2019 – 2022 with the University of British Columbia for the delivery of an Artist-in-Residence Program within a portion of Woodhaven Nature Conservancy Regional Park located at 969 Raymer Road as described in Schedule 'A' of the Lease Agreement attached to this report.

### 10. NEW BUSINESS

### 11. DIRECTOR ITEMS

12. **ADJOURN IN CAMERA**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT pursuant to Section 90 (e) (i) of the Community Charter the Regional Board adjourn and convene to an 'In-Camera' session to discuss:

- Disposition of land or improvements
- Receipt of advice that is subject to solicitor-client privilege

**Minutes of the *REGIONAL BOARD MEETING* of the Regional District of Central Okanagan held at the Regional District offices, 1450 KLO Road, Kelowna, B.C. on Thursday, June 13, 2019**

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- Directors: J. Baker (District of Lake Country)  
M. Bartyik (Central Okanagan East Electoral Area)  
W. Carson (Central Okanagan West Electoral Area)  
M. Singh, alternate for M. DeHart (City of Kelowna)  
C. Fortin (District of Peachland)  
G. Given (City of Kelowna)  
C. Hodge (City of Kelowna)  
D. Findlater, alternate for S. Johnston (City of West Kelowna)  
G. Milsom (City of West Kelowna)  
B. Sieben (City of Kelowna)  
L. Stack (City of Kelowna)  
L. Wooldridge (City of Kelowna)
- Absent: C. Basran (City of Kelowna)  
T. Konek (Westbank First Nation)
- Staff: B. Reardon, Chief Administrative Officer  
T. Cashin, Director of Community Services  
C. Griffiths, Director of Economic Development  
D. Komaike, Director of Engineering Services  
M. Kopp, Director of Parks Services  
B. Smith, Communications Coordinator  
M. Drouin, Manager - Corporate Services (recording secretary)

**1. CALL TO ORDER**

Chair Given called the meeting to order at 10:50 a.m.

The meeting is being held on the traditional territory of the Syilx/Okanagan Peoples.

**2. ADDITION OF LATE ITEMS**

There were no late items for the agenda.

**3. ADOPTION OF THE AGENDA**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#113/19 WOOLDRIDGE/BARTYIK**

THAT the agenda be adopted.

CARRIED Unanimously

**4. ADOPTION OF MINUTES**

- 4.1 Regional Board Meeting Minutes – May 24, 2019 *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#114/19 BAKER/WOOLDRIDGE**

THAT the Regional Board meeting minutes of May 24, 2019 be adopted.

CARRIED Unanimously

**5. CORRESPONDENCE**

- 5.1 Sterile Insect Release Board Meeting Highlights - May 24, 2019  
*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#115/19 BAKER/FORTIN**

THAT the Sterile Insect Release Board meeting highlights of May 24, 2019 be received for information.

CARRIED Unanimously

- 5.2 Okanagan Regional Library Regarding Access to Digital Publications *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Okanagan Regional Library letter of May 24, 2019 outlined a request for the Regional Board to support sending a letter to the federal government regarding the challenges facing public libraries in their inability to have affordable access to digital publications such as audiobooks and eBooks which are currently limited.

**#116/19 CARSON/HODGE**

WHEREAS, the Regional District of Central Okanagan recognizes the important role that libraries play in our community. Libraries and the early literacy programs they run are integral to developing proficient readers and ensuring that children succeed in school. More and more, digital literacy programs run by libraries also help ensure that citizens can contribute to our digital world. Additionally vulnerable demographic groups, including seniors, low income families, youth and new Canadians rely on access to libraries as an important tool for their participation in the community – from education to searching for jobs to consuming Canadian cultural materials, and

WHEREAS, libraries in our community recognize that our users increasingly seek to access digital publications offered by multinational publishers, and that access

to those publications is too often curtailed by prohibitively high licensing fees or else entirely denied to Canadian libraries, and

WHEREAS libraries must be in a position to offer digital publications to their users as part of their service offering to our community, particularly given the contemporary rapid pace of digitization of educational and cultural materials,

Now, be it resolved that the Regional District of Central Okanagan do hereby:

1. Indicate our support for the Canadian Urban Libraries Council in its efforts to increase access to digital publications for library users in Regional District of Central Okanagan and across Canada;
2. Call on the Federal government to investigate barriers faced by libraries in acquiring digital publications and the problems that poses for vulnerable demographic groups in Canada; and
3. Further ask the Federal government to develop a solution that increases access to digital publications across Canada and assist libraries in meeting the cost requirements to acquire digital publications

CARRIED Unanimously

## **6. COMMUNITY SERVICES**

- 6.1 District of Lake Country Regional Context Statement Official Community Plan 2018-2030, Bylaw No. 1065, 2018 (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

Staff report outlined the process for local governments to update their Official Community Plan which includes an updated Regional Context Statement. Lake Country staff presented their update to the OCP and context statement.

### **#117/19 HODGE/BAKER**

THAT the Regional Board accept the District of Lake Country's proposed Regional Context Statement within their Official Community Plan Bylaw No. 1065, 2018.

CARRIED Unanimously

## **7. ENGINEERING SERVICES**

- 7.1 Water System Fees & Charges Amendment Bylaws

Staff report and presentation updated the Board on the public consultation process undertaken for the proposed amendments to the water system fees and charges.

**#118/19**      HODGE/STACK

THAT the Regional Board receive the June 6, 2019 Water System Fees and Charges update report for information and give consideration to 2nd and 3rd readings and adoption of the water system fees and charges amendment bylaws.

CARRIED Unanimously

- 7.1.1    Regional District of Central Okanagan Killiney Beach Water System Fees & Charges Amendment Bylaw No. 1435, 2019, **2nd, 3rd readings & Adoption** (*All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5*)

**#119/19**      BARTYIK/CARSON

THAT Regional District of Central Okanagan Killiney Beach Water System Fees & Charges Amendment Bylaw No. 1435, 2019 be given second and third readings and adopted.

CARRIED Unanimously

- 7.1.2    Regional District of Central Okanagan Falcon Ridge Water System Fees & Charges Amendment Bylaw No. 1436, 2019, **2nd, 3rd readings & Adoption** (*All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5*)

**#120/19**      CARSON/BARTYIK

THAT Regional District of Central Okanagan Falcon Ridge Water System Fees & Charges Amendment Bylaw No. 1436, 2019 be given second and third readings and adopted.

CARRIED Unanimously

- 7.1.3    Regional District of Central Okanagan Sunset Ranch Water System Fees & Charges Amendment Bylaw No. 1437, 2019, **2nd, 3rd readings & Adoption** (*All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5*)

**#121/19**      CARSON/BARTYIK

THAT Regional District of Central Okanagan Sunset Ranch Water System Fees & Charges Amendment Bylaw No. 1437, 2019 be given second and third readings and adopted.

CARRIED Unanimously

- 7.1.4 Regional District of Central Okanagan Dietrich Water System Fees & Charges Amendment Bylaw No. 1438, 2019, **2nd, 3rd readings & Adoption** (All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5)

**#122/19** BARTYIK/CARSON

THAT Regional District of Central Okanagan Dietrich Water System Fees & Charges Amendment Bylaw No. 1438, 2019 be given second and third readings and adopted.

CARRIED Unanimously

- 7.1.5 Regional District of Central Okanagan Westshore Estates Water System Fees & Charges Amendment Bylaw No. 1439, 2019, **2nd, 3rd readings & Adoption** (All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5)

**#123/19** BARTYIK/CARSON

THAT Regional District of Central Okanagan Westshore Estates Water System Fees & Charges Amendment Bylaw No. 1439, 2019 be given second and third readings and adopted.

CARRIED Unanimously

- 7.1.6 Regional District of Central Okanagan Upper Fintry, Shalal Road and Valley of the Sun Water System Fees & Charges Amendment Bylaw No. 1440, 2019, **2nd, 3rd readings & Adoption** (All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5)

**#124/19** BARTYIK/CARSON

THAT Regional District of Central Okanagan Upper Fintry, Shalal Road, and Valley of the Sun Water System Fees & Charges Amendment Bylaw No. 1440, 2019 be given second and third readings and adopted.

CARRIED Unanimously

- 7.2 Regional District of Central Okanagan Water System Fees and Regulation Amendment Bylaw No. 1442, 2019, **2nd, 3rd readings & Adoption** (All Directors - Unweighted Vote - 1 Director, 1 Vote - LGA 207.5)



**#125/19     BARTYIK/FORTIN**

THAT Regional District of Central Okanagan Water Systems Fees and Regulations Amendment Bylaw No.1442, 2019 be given second and third readings and adopted.

CARRIED Unanimously

**8.     NEW BUSINESS**

No new business.

**9.     DIRECTOR ITEMS**

No Board action required.

**10.   ADJOURN**

There being no further business the meeting was adjourned at 11:20 a.m.

**CERTIFIED TO BE TRUE AND CORRECT**

\_\_\_\_\_  
G. Given (Chair)

\_\_\_\_\_  
B. Reardon (Chief Administrative Officer)



**Okanagan Basin**  
WATER BOARD

**BOARD REPORT: June 7, 2019**

1450 KLO Road, Kelowna, BC V1W 3Z4  
P 250.469.6271 F 250.762.7011  
[www.obwb.ca](http://www.obwb.ca)

## Okanagan Basin Water Board Meeting Highlights

### OBWB Directors

**Sue McKortoff - Chair,**  
Regional District of Okanagan-  
Similkameen

**Cindy Fortin - Vice-Chair,**  
Regional District of Central  
Okanagan

**Victor Cumming,** Regional  
District of North Okanagan

**Rick Fairbairn,** Regional  
District of North Okanagan

**Bob Fleming,** Regional District  
of North Okanagan

**James Baker,** Regional  
District of Central Okanagan

**Colin Basran,** Regional District  
of Central Okanagan

**Toni Boot,** Regional District of  
Okanagan-Similkameen

**Rick Knodel,** Regional District  
of Okanagan-Similkameen

**To be determined,** Okanagan  
Nation Alliance

**Bob Hrasko,** Water Supply  
Association of B.C.

**Denise Neilsen,** Okanagan  
Water Stewardship Council

The next regular meeting of the OBWB will be an abbreviated session on Sept. 6, 2019 following the Annual Public Meeting. Exact time and location to be confirmed.

**Floodplain re-engagement project highlighted:** Michael Bezener of the En'owkin Centre presented on the "K'əmcənɪtkw ('alongside the water') Floodplain Re-engagement Project." This project received funding through the OBWB's Water Conservation & Quality Improvement Grant Program and is set on Penticton Indian Reserve #1, next to the Penticton River channel. It is intended to restore a portion of land to improve rearing habitat for native fish species while supporting recovery of at-risk species that require healthy waterways. Renaturalizing the area with native plants will also enhance carbon sequestration and flood mitigation.

**Board updated on zebra & quagga mussel prevention efforts:** The board heard an update on efforts to protect B.C. waters from invasive mussels. Provincial inspection stations are now open and include 12 stations along the B.C. border with Alberta and Washington and 64 auxiliary Conservation Officers (COs). New this year is the increase from two to three full-status COs with authority to chase down people who fail to stop at the stations, and an increase from one to two dogs trained to sniff out the mussels. The board is still waiting to hear from the province on recommendations it made in November 2018 and asked staff to follow up. Directors were also told of a presentation staff made in Ottawa to the House of Commons Standing Committee on Fisheries & Oceans, calling for stronger support to address aquatic invasive species (AIS), especially invasive mussel prevention in the Okanagan. Staff also provided an update on the OBWB-Okanagan WaterWise's [Don't Move a Mussel](#) campaign which will include public outreach to help spread the message.

**Okanagan responds to call for support on invasive milfoil control:** Several letters to the federal and B.C. government, supporting OBWB's milfoil control program, were provided to the board, including many from Okanagan municipal councils. The province has curtailed permission to conduct milfoil control out of concern it could harm native Rocky Mountain Ridged Mussels (RMRM), currently considered at-risk. The federal government is also considering whether to list the mussel as endangered. Recent research, conducted for the province, suggested RMRM numbers are potentially healthier than once thought. The OBWB has asked senior government officials for additional studies.

**Outdoor water conservation campaign launches & expands:** As concerns about potential drought deepen, the board was updated on the launch of its annual Make Water Work (MWW) campaign. The launch, held at École Glenmore Elementary on May 16, included valley mayors pledging to conserve, inviting residents to do the same, and unveiling of the students' new WaterWise garden, featuring the MWW Plant Collection. Mayors and students even paired up to do some additional planting. The number of garden centres promoting the plant collection in the valley has also grown from six to nine. To pledge and find the MWW Plant Collection, visit [www.MakeWaterWork.ca](http://www.MakeWaterWork.ca).

**Annual Public Meeting set for Sept. 6:** The OBWB will hold its Annual Public Meeting on Sept. 6 at Kelowna's Rotary Centre for the Arts. More details soon at [www.OBWB.ca](http://www.OBWB.ca).

For more information, please visit: [www.OBWB.ca](http://www.OBWB.ca)



HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA



**DAN ALBAS, MP**

CENTRAL OKANAGAN-  
SIMILKAMEEN-NICOLA



**OTTAWA**

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**CONSTITUENCY**

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Chair Gail Given  
Regional District of Central Okanagan  
1450 KLO Road  
Kelowna, BC V1W 3Z4

June 10, 2019

Dear Chair Given,

Thank you for your service and commitment to our great country.

Today I write to you to draw attention to proposed new legislation that will help modernize the Criminal Code in regard to natural disasters and evacuation orders.

Almost every province has had struggles with natural disasters- floods, fires, earthquakes and even tornadoes in recent years. We all know the very real impact these events have on our citizens in terms of their health, safety and to our local economies.

When these events occur, local, provincial and federal officials often must make tough decisions, such as evacuation orders to rapidly respond to these threats.

It is a testament to our strong commitment as Canadians, when our neighbours need help; we often rise to these challenges and support one another.

Unfortunately there are those who will take advantage of these public safety emergencies for their own gain by looting.

While it remains a fact of life that these challenges exist, we can act to address them.

I have recently tabled a private member's bill that proposes a simple amendment to the Criminal Code, creating an aggravating factor where a natural disaster or evacuation order is present.

This would indicate that Canadian society, through Parliament requires a Judge, upon sentencing to designate a stiffer penalty for those that break the law and loot during these challenging situations.

This legislation would help provide peace of mind for citizens under an evacuation order to comply, as they would know that the criminal justice system has their back.

As this is an issue that would complement local and provincial efforts in maintaining public order, I would like to ask if you consider supporting this legislation publicly.

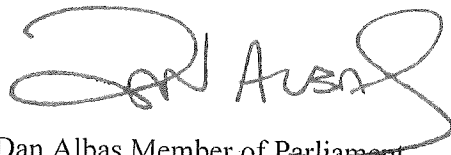
It is my belief that with enough public support that Parliament could act quickly to make this Bill law.

I have enclosed along with this letter a copy of Bill C-447 and a template support letter for your purview.

If you have any questions or feedback, my office and I would be happy to discuss them with you. Should you choose to support this legislative initiative, we would greatly appreciate a letter of support.

Thank you for your consideration of this legislation and request. It is my hope that initiatives like this will us all to better serve our citizens.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Albas", with a large, stylized flourish extending from the end of the name.

Dan Albas Member of Parliament  
Central Okanagan-Similkameen-Nicola

Encl. (2)

First Session, Forty-second Parliament,  
64-65-66-67-68 Elizabeth II, 2015-2016-2017-2018-2019

HOUSE OF COMMONS OF CANADA

## BILL C-447

An Act to amend the Criminal Code  
(aggravating circumstance — evacuation  
order or emergency)

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FIRST READING, MAY 13, 2019

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Première session, quarante-deuxième législature,  
64-65-66-67-68 Elizabeth II, 2015-2016-2017-2018-2019

CHAMBRE DES COMMUNES DU CANADA

## PROJET DE LOI C-447

Loi modifiant le Code criminel (circonstance  
aggravante — ordre d'évacuation ou  
situation d'urgence)

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PREMIÈRE LECTURE LE 13 MAI 2019

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MR. ALBAS

M. ALBAS

421441

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## SUMMARY

This enactment amends the *Criminal Code* to provide that taking advantage of the fact that a place is under an evacuation order or is experiencing a natural disaster or emergency is to be considered an aggravating circumstance for sentencing purposes.

## SOMMAIRE

Le texte modifie le *Code criminel* afin de prévoir que, aux fins de la détermination de la peine, est considéré comme une circonstance aggravante le fait de tirer indûment parti du fait qu'un endroit est visé par un ordre d'évacuation ou est touché par une catastrophe naturelle ou une autre situation d'urgence.

## BILL C-447

An Act to amend the Criminal Code (aggravating circumstance — evacuation order or emergency)

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

R.S., c. C-46

### Criminal Code

1 Paragraph 718.2(a) of the *Criminal Code* is amended by adding the following after subpara- 5 graph (iii.1):

(iii.2) evidence that the offender, in committing the offence, took advantage of the fact that the place where the offence was committed was under a lawful evacuation order or was experiencing a natural disaster or other emergency, 10

## PROJET DE LOI C-447

Loi modifiant le Code criminel (circonstance aggravante — ordre d'évacuation ou situation d'urgence)

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

L.R., ch. C-46

### Code criminel

1 L'alinéa 718.2a) du *Code criminel* est modifié par adjonction, après le sous-alinéa (iii.1), de ce 5 qui suit :

(iii.2) que l'infraction perpétrée par le délinquant a été commise à un endroit qui était visé par un ordre d'évacuation autorisé par la loi ou qui était touché par une catastrophe naturelle ou une autre situation d'urgence et que le délinquant en a indûment tiré parti, 10





**Office of the Mayor**

2760 Cameron Road, West Kelowna, British Columbia V1Z 2T6

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mayorandcouncil@westkelownacity.ca

May 22, 2019

Dan Albas, MP Central Okanagan – Similkameen – Nicola  
2562-B Main Street  
West Kelowna, BC  
V4T 2N5

Dear MP. Albas:

West Kelowna Council fully supports your proposed private members bill regarding action against looting in communities affected by emergency evacuation orders.

We stand with you in the belief that those who take advantage of emergency evacuations to engage in looting or vandalizing evacuated properties should be held accountable for these despicable acts to a much greater degree than is currently allowed in the Criminal Code.

Our community has experienced these atrocious crimes on multiple occasions as we have faced a variety of emergencies – from flooding to wildfire – that have prompted many of our neighbourhoods to be evacuated. Even though our emergency crews try to keep an eye on communities that have been evacuated, opportunistic criminals have found their way into these neighbourhoods and made off with valuables many times.

Media have covered these crimes, and the public outrage is clear, but it also serves to make people think twice about evacuating their priorities. We believe, like you, that people should not have to choose between protecting their property from shady characters and evacuating to a safe distance. Emergency responders should not have to spend valuable time convincing people to evacuate.

West Kelowna Council fully supports your Private Member's Bill C-447 and wishes you all the best in getting this important legislation passed.

Sincerely,

A handwritten signature in cursive script, reading "Gord Milsom".

Mayor Gord Milsom

cc:

West Kelowna Council



# Regional Board Report

**TO:** Regional Board

**FROM:** Mary Jane Drouin  
Manager – Corporate Services

**DATE:** June 17, 2019

**SUBJECT:** Request to Extend RDCO Noise Bylaw No. 403 Construction Hours

**Voting Entitlement:** All Directors – Unweighted Corporate Vote – Simple Majority – LGA 208.1

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**Purpose:** To seek Board approval to extend the operating hours to permit a 6:00 a.m. start for construction crews working on the Peachland Water Treatment Plant.

## Executive Summary:

The Regional District has received a request from Maple Reinders Constructors Ltd. to operate beyond the hours stipulated in the Regional District's Noise Control Bylaw No. 403, as amended. Maple Reinders has been contracted by the District of Peachland to construct the Peachland Creek Water Treatment Plant and have requested to begin work at 6:00 a.m. and for the extension to remain in effect until December 2019.

RDCO Noise Bylaw No. 403 states:

- 5.(a) *No person shall on any day before 7:00 AM or after 10:00 PM reconstruct, alter, repair or demolish any building, structure or thing in any manner whatsoever which makes, causes noises or sounds in or on a highway or elsewhere which disturb, or tend to disturb, the quiet, peace, rest, enjoyment, comfort or convenience of the neighborhood, or of any person in the vicinity;*
- 6. *The Regional District of Central Okanagan Board of Directors may grant approval for a construction project to operate beyond the hours specified in Part II Section 5(a) where the Board considers that the public interest will be served by such approval.*

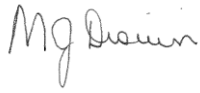
As Peachland has not yet received provincial approval for their boundary extension request, the lands remain within the boundaries of the RDCO; therefore as required by the RDCO Noise Bylaw, Regional Board approval is required to operate beyond the hours specified in the bylaw.

The District of Peachland has responded that they wouldn't have any problem extending the work hours as the site is located away from residential areas therefore there is minimal impact on local residents.

## RECOMMENDATION:

**THAT** the Regional Board approve Maple Reindeers Constructors Ltd. request to begin work on the District of Peachland's Water Treatment Plant at 6:00 a.m. and that the extension remain in effect until December 31, 2019.

Respectfully Submitted:



M. Drouin  
Manager – Corporate Services

Approved for Board's Consideration



Brian Reardon, CAO

Attachment: Maple Reinders Constructors Ltd Request to Extend Hours  
District of Peachland Response to Request

June 7, 2019

via email

Regional District of Central Okanagan  
1450 KLO Road  
Kelowna, BC V1W 3Z4

Attention: Corporate Services Department  
Mary Jane Drouin

Reference: Peachland Creek WTP  
Request for Bylaw Amendment

Dear Recipient:

We are the general contractor on the Peachland Creek WTP project. The project is located at 5343 Pierce place in Peachland. The actual location is located down an access road and is as follows:



June 7, 2019

---

We are located away from residential areas and the construction noise has minimal impact on local residents. Our current site hours are from 7:00am – 5:00pm.

We would like to propose extending the site hours in the morning to have a start time of 6:00am. This will allow the workers to leave earlier in the day avoiding some of the summer afternoon heat.

The hours extension will require an amendment to Bylaw 403 Section 5 via a written approval as outlined in Section 6. We request that the approval be granted effective immediately and remain in effect until Dec 2019. We would also like to have the option to extend the approval into 2020.

Please review and let us know if the proposed start time is acceptable.

Yours truly,



**Jenn Racine**, ASCT, GSC  
Project Manager

**Maple Reinders Constructors Ltd.**

225 Lougheed Road, Kelowna, BC V1V 2M1

**T** 250-765-8892 | **F** 250-765-8832 | **C** 250-212-9653 | **E** jrachine@maple.ca

www.maple.ca

*Enclosure:*

*Regional District of Central Okanagan Bylaw No.403*

**From:** Polly Palmer [mailto:ppalmer@peachland.ca]  
**Sent:** Monday, June 17, 2019 1:52 PM  
**To:** Mary Jane Drouin  
**Cc:** Joe Mitchell; Peachland - Elsie Lemke  
**Subject:** RE: Peachland Creek WTP Working Hours Bylaw Amendment

Hi Mary Jane,

Maple Reinders is requesting an earlier start time through the Regional District because the site is still in the Regional District's jurisdiction. Peachland is in the process of a boundary extension, but may not have final approval until the Fall.

I spoke to Joe Mitchell, Director of Operations, who said Peachland wouldn't have any problem extending the work hours to an hour earlier because the site is located away from residential areas therefore there is minimal impact on local residents.

Regards,

**Polly Palmer, CMC**  
**Director of Corporate Services**  
District of Peachland  
Phone: 250.767.3704  
Fax: 250.767.3433  
Website: [www.peachland.ca](http://www.peachland.ca)



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# Regional Board Report

**TO:** Regional Board

**FROM:** Marilyn Rilkoff  
Director of Financial Services

**DATE:** June 19, 2019

**SUBJECT:** 2018 Statement of Financial Information (SOFI) Disclosures

**Voting Entitlement:** All Directors – Unweighted Corporate Vote – Simple Majority - LGA 208.1

---

**Purpose:** To comply with legislative requirements under the *Financial Information Act* and its regulations the Statement of Financial Information Disclosures are presented.

## Executive Summary:

The 2018 Statement of Financial Information (SOFI) schedules are submitted for approval as required under the *Financial Information Act* and its regulations. The Audited 2018 Financial Statements were previously approved by the Board on May 9, 2019 and are posted on the RDCO's website and are also available at the RDCO Office at 1450 KLO Road.

## RECOMMENDATION:

**THAT** the Board approve the 2018 Schedules required under the *Financial Information Act* and its regulations including:

- Schedule of Board Remuneration
- Schedule of Employee Remuneration
- Schedule of Payments to Suppliers
- Statement of Severance Agreements
- Schedule of Guarantee and Indemnity Agreements

Respectfully Submitted:

Marilyn Rilkoff  
Director of Financial Services

Approved for Board's Consideration

Brian Reardon, CAO

### Implications of Recommendation:

Strategic Plan & Financial: The 2018 – 2022 Financial Plan, Department Initiatives and Program Plans were approved in March 2018, with amendments throughout the year. Expenditures were made in accordance with the Financial Plan.

Legal/Statutory Authority:

- Expenditures were approved in the 2018 – 2022 Financial Plan Bylaw and Amendment Bylaws.
- Local Government Act
- Community Charter
- Financial Information Act
- Financial Information Regulation

### Background:

These Schedules form part of the Statement of Financial Information Package that is submitted to the Ministry of Community, Sport and Cultural Development under the *Financial Information Act*.

Remuneration Comparative Information from 2017 to 2018:

<u>Year</u>	<u># of Board Members &amp; Alternates Listed</u>	<u>Total Board Remuneration</u>	<u># of Employees Exceeding \$75,000 Remuneration</u>	<u>Total Remuneration for Employees Exceeding \$75,000</u>	<u>Total Remuneration – All Employees (Incl. empl.&gt;\$75k)</u>
2017	18	\$233,194	32	\$3,395,606	\$8,572,222
2018	*22	**\$250,536	30	\$3,203,148	\$8,709,241
<b>Difference</b>	<b>*+4</b>	<b>**\$17,342</b>	<b>-2</b>	<b>-\$192,458</b>	<b>+\$137,019</b>

#### Notes:

\* 2018 was an election year. There was a change in individuals occupying the positions.

\*\* Board remuneration: Most of the increase is due to 2018 being the first full year with an additional City of Kelowna Board Director (as a result of population increases). Cost of living allowance increase of 1.02% also had a small impact.

\*\*\* Employee remuneration: The number of employees exceeding \$75,000 decreased by 2, or 6.25%, with a related remuneration decrease of \$192,458.

Total Remuneration for all employees increased due to collective agreement lift of 2%.

Amounts over \$25,000 paid to suppliers for goods and services totaled \$19,929,082 in 2018, vs. \$17,987,687 in 2017. In 2018, there was significant spending on capital projects the wastewater treatment plant outfall project, parks and water systems.

The Ministry deadline requires that this information be made public by June 30, 2019.

### Financial Considerations:

- Compliance with legislative requirements under the *Financial Information Act*.
- Part of Financial Control System

**External Implications:**       None

**Alternative Recommendation:** None

***Considerations not applicable to this report:***

- General
- Organizational
- Policy

***Attachment(s):***

- Schedule of Board Remuneration
- Schedule of Employee Remuneration
- Schedule of Payments to Suppliers
- Reconciliations
- Approvals
- Statement of Severance Agreements
- Schedule of Guarantee and Indemnity Agreements



# REGIONAL DISTRICT OF CENTRAL OKANAGAN

Page 1

## SCHEDULE OF REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH BOARD MEMBER FOR THE YEAR 2018

### ELECTED OFFICIALS (BOARD)

1. NAME	POSITION	REMUNERATION	EXPENSES
Baker, James	Board Member	15,937	670
Basran, Colin	Board Member	16,067	-
Bartyik, Mark	Alternate/Board Member	6,342	6,420
Carson, Wayne	Board Member	23,168	11,279
Dehart, Maxine	Board Member	15,937	-
De Jong, Richard	Board Member	13,957	-
Findlater, Doug	Board Member	14,282	461
Fleming, Sylvia	Alternate	130	-
Fortin, Cindy	Board Member	16,197	655
Gambell, Penelope	Alternate	130	-
Given, Gail	Chair	41,475	2,239
Gray, Tracy	Board Member	13,957	-
Hanson, Patricia	Board Member	17,446	-
Hodge, Charlie	Board Member	15,937	-
Johnston, Stephen	Board Member	2,110	-
Milsom, Gordon	Board Member	2,110	-
Ophus, Duane	Alternate	220	-
Sieben, Brad	Board Member	16,067	-
Singh, Mohini	Alternate	865	-
Stack, Luke	Board Member	15,937	-
Woolridge, Loyal	Board Member	2,110	-
Zanon, Carol	Alternate	155	-
<b>Total for Elected Officials</b>		<b>250,536</b>	<b>21,724</b>

# REGIONAL DISTRICT OF CENTRAL OKANAGAN

Page 2

## SCHEDULE OF REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH EMPLOYEE FOR THE YEAR 2018

### OTHER EMPLOYEES

#### EMPLOYEES EXCEEDING \$75,000 IN REMUNERATION

NAME	POSITION	RDCO REMUNERATION	EOC Remuneration Reimbursed by		TOTAL REMUNERATION	EXPENSES
			EMBC			
Ackerman, Bradley	Manager of Parks & Resource Operations	101,256	-		101,256	1,020
Beloin, Gregory	Assistant Water & Waste Water Process Technologist	82,645	-		82,645	70
Bohn, Ryan	Network & Systems Administrator	76,543	-		76,543	681
Bruneau, Richard	Manager of Information Services	117,038	-		117,038	5,656
Cashin, Todd	Director of Planning & Community Services	131,679	8,124		139,803	2,514
Darlington, Wayne	Manager of Parks Planning, Capital Projects & Visitor Services	102,270	861		103,131	1,637
Drouin, Mary Jane	Manager of Corporate Services	121,811	-		121,811	3,336
Evans, Garry	Public Works Utility Operator	82,432	377		82,809	813
Griffiths, Corie	Director of Economic Development Commission	137,767	-		137,767	9,257
Guiltenane, Gerard	Crime Stoppers Coordinator	76,648	-		76,648	1,441
Hanson, Murray	Parks Senior Operator/Construction & Park Facility Supervisor	80,068	489		80,556	95
Harrison, Janelle	Financial Analyst	81,684	619		82,303	5,631
Henderson, Andrea	Manager of Human Resources	115,938	-		115,938	136
Hodson, Isabella	Supervisor of Community Relations and Visitor Services	89,840	-		89,840	2,758
Kopp, Murray	Director of Parks Services	140,449	-		140,449	3,502
Kornelson, James	Electrical/Instrumentation Technician	92,530	-		92,530	254
Komaika, David	Director of Engineering Services	139,741	-		139,741	519
Kotscherofski, Ross	Manager of Fire Services	92,981	3,224		96,205	10,860
Lambrecht, Angela	Water & Wastewater Process Technologist	85,423	-		85,423	1,690
Mazda, Bryan	Treatment Plant Operator Level III	93,367	-		93,367	1,659
Meersma, Peter	Public Works Utility Operator	86,361	-		86,361	1,426
Merenick, Diane	Chief Bylaw Enforcement Officer	91,716	-		91,716	2,049
Reardon, Brian	Chief Administrative Officer	199,997	5,411		205,408	8,581
Rilkoff, Marilyn	Director of Financial Services/Deputy CAO	171,294	710		172,004	1,813
Sauter, Donna	Accounting Analyst	81,701	-		81,701	3,530
Smith, Bruce	Communications/Intergovernmental Affairs Officer	99,344	1,672		101,016	-
Teschner, Carol	Financial Manager	117,803	5,936		123,739	2,891
Trottier, Kevin	Senior Utility Operator	99,890	848		100,739	869
Walsh, Christene	Manager of Police & Community Support Services	114,757	-		114,757	2,554
Wyman, Michael	Supervisor of Utilities Services	98,174	-		98,174	3,636
<b>* Employees over \$75,000</b>		<b>3,203,148</b>	<b>28,272</b>		<b>3,231,420</b>	<b>80,880</b>
<b>Other Employee Salaries Paid</b>		<b>5,506,093</b>	<b>6,694</b>		<b>5,512,787</b>	<b>151,628</b>
<b>Total Employee Salaries Paid</b>		<b>8,709,241</b>	<b>34,966</b>		<b>8,744,207</b>	<b>232,508</b>

\*\*

#### Notes:

\* 30 staff over \$75k in 2018 vs 32 staff in 2017

\*\* Due to Flood and Fire events, staff worked over time, primarily in the Emergency Operations Centre to respond to emergency situations.

Emergency Management BC reimbursed these costs.

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

Page 3

### SCHEDULE OF REMUNERATION AND EXPENSES PAID TO OR ON BEHALF OF EACH EMPLOYEE FOR THE YEAR 2018

#### 3. RECONCILIATION OF EMPLOYEE REMUNERATION

Elected Officials	250,536
Employees	8,744,207
<b>Total Remuneration</b>	<b>8,994,743</b>

#### Reconciling Items

Municipal Pension Plan	693,619
Receiver General	428,084
Great West Life Assurance	362,856
Workers Compensation	222,821
Medical Services Plan	73,538
Miscellaneous - Year End Accrual change, Other Adj. & Payroll Benefits	158,060
<b>Total</b>	<b>10,933,720</b>

<b>Total per Statement of Revenue and Expenditures</b>	<b>10,933,720</b>
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<b>Variance</b>	<b>(0)</b>
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Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 6(2), (3), (4), (5), and (6).

# REGIONAL DISTRICT OF CENTRAL OKANAGAN

Page 4

## SCHEDULE OF PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES - 2018

### 1. List of suppliers who received payments exceeding \$25,000

0092584 BC LTD	48,860.00
1564877 ALBERTA LTD.	350,063.13
5POINT OPERATIONS INC	31,983.00
ACRES ENTERPRISES LTD	462,028.12
AECOM CANADA LTD.	193,755.61
ALFA LAVAL INC.	83,991.04
ALLAN BROOK NATURE CENTRE SOCIETY	30,000.00
AQUA-BILITY PROJECTS LTD	94,113.45
ARC RIDGE LTD	96,944.17
ASAHI CONTRACTING LTD	35,189.94
AVENSYS SOLUTIONS INC.	30,904.45
BC HYDRO	440,786.20
BDO CANADA LLP	39,690.00
BELL MOBILITY INC.	72,574.24
BIOMAXX WASTEWATER SOLUTIONS INC.	61,915.17
BLACK PRESS GROUP LTD.	56,657.73
BLUEPOINT CONSTRUCTION LTD	269,453.15
BYLAND NURSERIES LTD	68,344.50
CABIN FORESTRY SERVICES LTD.	330,479.10
CANADIAN ELECTRIC VEHICLES LTD	41,228.32
CAPITAL H2O SYSTEMS INC.	83,967.45
CAPRI INSURANCE - CL	384,195.82
CARO ANALYTICAL SERVICES	31,866.88
CDW CANADA INC	58,067.37
CENTRAL OKANAGAN SEARCH & RESCUE	48,077.66
CIMA CANADA INC.	55,167.53
CITY OF KELOWNA	4,107,137.09 *
CITY OF WEST KELOWNA	179,150.52
CLARKE GEOSCIENCE LTD.	29,918.28
COMMUNITY RECREATIONAL INITIATIVES SOCIETY	35,000.04
CUMMING CONSTRUCTION LTD	675,592.98
DELL CANADA INC.	58,711.76
DISTRICT OF LAKE COUNTRY	343,133.66
DOBSON ENGINEERING LTD.	29,542.20
DUKA ENVIRONMENTAL SERVICES LTD	162,651.52
DUSTYN BAULKHAM CONSULTING INC.	25,200.00
E-COMM EMERGENCY COMMUNICATIONS FOR	1,041,847.84
ECOSCAPE ENVIRONMENTAL CONSULTANTS LTD	33,815.25
ENVIRO WORLD CORPORATION	28,008.75
ESRI CANADA LTD	48,613.60
EVOQUA WATER TECHNOLOGIES LTD	39,778.85
FEDERATION OF CANADIAN MUNICIPALITIES	30,993.15
FORTIS BC - NATURAL GAS	73,183.68
FORTISBC - ELECTRICITY	141,888.58
FP TELESET - FRANCO TYP-POSTALIA CANADA	54,621.82
FRED SURRIDGE LTD.	34,919.14
GLOBAL PAYMENTS	58,420.44
GREENSTEP SOLUTIONS INC.	41,023.88
GUILLEVIN INTERNATIONAL CIE/CO	78,635.26
Sub Tota	10,852,092.32

\* Timing of Dispatch and Air Quality Payments - 2017 and 2018 payments all invoiced/paid in 2018.

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

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### SCHEDULE OF PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES - 2018 Cont'd.

Subtotal Carryforward	10,852,092
HUB FIRE ENGINES & EQUIPMENT LTD	34,297.43
INTERIOR PORTABLE RENTALS LTD	32,004.35
IT BLUEPRINT SOLUTIONS CONSULTING INC	223,483.00
KATIM ENTERPRISES LTD	26,905.56
KELSEY PIPELINES LTD	3,948,438.60
KIMCO CONTROLS LTD	46,059.08
KP TIRECRAFT (1977) LTD	34,840.57
LAKEVIEW MOTORS LP	31,102.40
LORWAL GOLF & TURF SOLUTIONS INC.	27,338.85
MATICHUK HOLDINGS LTD (DBA THE BATTERY DOCTORS)	212,782.24
MDB INSIGHT INC.	71,305.50
METRO MOTORS LTD.	41,244.00
MIKE VAIL TRUCKING LTD	685,649.18
MUNICIPAL MEDIA INC	30,162.11
MURRAY MOTORS PENTICTON LIMITED PARTNERSHIP	80,007.77
NORTH WESTSIDE COMMUNITIES ASSOC.	30,669.50
O.K. ENVIRONMENTAL WASTE SYSTEMS LTD.	605,194.93
OMEGA COMMUNICATIONS LTD	89,643.86
OPUS INTERNATIONAL CONSULTANTS (CANADA)	40,868.10
PETRO-CANADA SUPERPASS	137,081.76
PLANET CLEAN KELOWNA	38,100.79
PUSHOR MITCHELL LLP	28,064.85
R&L CONSTRUCTION LTD	336,132.85
RAMTECH ENVIRONMENTAL PRODUCTS	27,892.15
RECTEC INDUSTRIES INC	73,994.49
RICOH CANADA INC.	65,004.55
RIPSAW CONSTRUCTION LTD.	86,826.82
RITE-WAY FENCING (2000) INC.	180,201.00
RONIN HR INC.	41,497.84
RYAN YOUNG TECHNICAL SERVICES	46,046.00
SIERRA LANDSCAPING LTD	109,772.25
SOCIOLOGICA TECHNOLOGY LTD.	71,400.00
SPARTAN CONTROLS LTD	154,829.43
STERLING FLEET OUTFITTERS INC.	30,133.49
SU CASA SUSTAINABLE LANDSCAPING LTD.	26,917.02
SUCK IT UP ENVIRONMENTAL LTD	168,327.79
TELUS COMMUNICATIONS (B.C.) INC.	83,292.75
TELUS COMMUNICATIONS INC C/O TELUS SERVICES INC.	79,188.48
THE BC CORPS OF COMMISSIONAIRES	29,851.10
THE DISTRICT OF PEACHLAND	37,490.77
THE INTERIOR PURCHASING OFFICE INC.	102,943.23
URBAN SYSTEMS LTD	221,503.64
VADIM COMPUTER MGMT GROUP	56,456.64
VINCENT DREW	68,357.76
WASTE CONNECTIONS CANADA INC	26,008.30
WASTE MANAGEMENT OF CANADA CORP	156,297.20
WASTE 'N WATER TECH LTD.	31,634.40
WATERHOUSE ENVIRONMENTAL SERVICES	125,803.29
WATERS EDGE ENGINEERING LTD.	29,608.28
WESCO DISTRIBUTION-CANADA LP	66,958.38
YOUNG ANDERSON BARRISTERS & SOLICITORS	47,375.33
TOTAL	<b>19,929,082</b>

# REGIONAL DISTRICT OF CENTRAL OKANAGAN

Page 6

## SCHEDULE OF PAYMENTS MADE FOR THE PROVISION OF GOODS OR SERVICES - 2018

<b>2</b>	<b>Consolidated total paid to suppliers who received aggregate payment of \$25,000 or less</b>		<b>2,741,305</b>
<b>3</b>	<b>Total of payments to suppliers for grants and contributions exceeding \$25,000</b>		
	Grants exceeding \$25,000:		
	B.C. SPCA	92,000	
	Central Okanagan Community Gardens Society	27,171	
	Friends of Fintry	39,000	
	Okanagan Film Commission	91,500	
	Consolidated total of grants exceeding \$25,000		249,671
	Contributions exceeding \$25,000:		
	City of West Kelowna	45,256	
	District of Lake Country	55,000	
	City of Kelowna	31,352	
	Okanagan Basin Water Board	2,148,036	
	Okanagan-Kootenay Sterile Insect Release Board	1,495,438	
	Okanagan Regional Library District	304,452	
	Consolidated total of contributions exceeding \$25,000		4,079,534
	<b>Consolidated total of all grants and contributions exceeding \$25,000</b>		<b>4,329,205</b>
<b>4</b>	<b>Reconciliation</b>		
	<b>Total per Statement of Revenue and Expenditures</b>		
	Expenditure by Object from Financial Statements	58,529,914	
	Wages & Benefits	(10,933,720)	
	Board Expenses	(21,724)	
	Employee Expenses	(232,508)	
	Amortization	(3,961,742)	
	Fiscal Services	(27,132,574)	
	Other Items (landfill liability, insurance reserve, etc.)	322,310	
	Net for reconciliation		<b>16,569,956</b>
	Total of payments exceeding \$25,000 (Note: both capital & operating)		19,929,082
	Total of payments \$25,000 or less		2,741,305
	Total of grants and contributions exceeding \$25,000		4,329,205
	Reconciling items:		
	2017 payables		(5,449,530)
	2018 payables		4,295,715
	2017 prepaids		410,071
	2018 prepaids		(432,133)
	Capital Additions		(7,898,591)
	Variance made up of refunds, government remittances and items that do not get expensed.		(1,355,168)
	<b>Total</b>		<b>16,569,956</b>
	<b>Total per Statement of Revenue and Expenditures</b>		<b>16,569,956</b>
	<b>Variance</b>		<b>0</b>

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 7 and the Financial Information Act, section 2.

**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
STATEMENTS OF FINANCIAL INFORMATION**

Page 7

**APPROVAL**

The undersigned, as authorized by the Financial Information Regulation, Schedule 1, subsection 9(2), approves all the statements and schedules included in this Statement of Financial Information, produced under the Financial Information Act.



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Marilyn Rilkoff, CPA CMA  
Director of Financial Services  
19-Jun-19

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on behalf of the RDCO Board  
Gail Given,  
RDCO Board Chair  
24-Jun-19

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 9

**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
STATEMENTS OF FINANCIAL INFORMATION**

Page 8

**STATEMENT OF SEVERANCE AGREEMENTS MADE DURING THE FISCAL YEAR 2018**

There was one severance agreement between the Regional District of Central Okanagan and its non-unionized employees during fiscal year 2018.

The agreement compensation was a cash sum.

Prepared under the Financial Information Regulation, Schedule 1, subsection 6(7).

Prepared pursuant to the Financial Information Regulation, Schedule 1, subsection 6(8)



**REGIONAL DISTRICT OF CENTRAL OKANAGAN  
STATEMENTS OF FINANCIAL INFORMATION**

Page 9

**SCHEDULE OF GUARANTEES AND INDEMNITIES AT DECEMBER 31, 2018**

The Regional District of Central Okanagan has not given any guarantees or indemnities under the Guarantees and Indemnities Regulation.

Prepared pursuant to the Financial Information Regulation, Schedule 1, Section 5

# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** June 24, 2019

**SUBJECT:** Development Variance Permit (VP-19-03)  
P. & B. Uppal (owner/applicant)  
2711 & 2735 Lakha Road - Central Okanagan East Electoral Area

**Voting Entitlement:** *Custom Vote – Electoral Areas & Kelowna Area – 1 Director, 1 Vote*

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**Purpose:** To consider issuance of a Development Variance Permit to vary setbacks to accommodate the location of existing Temporary Agricultural Worker Dwellings and Accommodation.

To consider a refund of Development Applications Procedures Bylaw No. 944's application fees.

## Executive Summary:

A Development Variance Permit Application has been submitted to allow the location of two trailers used for temporary agricultural worker housing, which has been permitted since 2013 by the Regional District under a Temporary Use Permit. The applicants rationalize that the siting of the trailers makes efficient use of agricultural land and that the Temporary Agricultural Worker Dwellings and Accommodation Zoning Bylaw regulations were not adopted until 2014.

The applicants have also requested that the Regional District refund the Development Variance Permit Application Fee (\$800).

No opposition has been received from affected agencies or neighbouring residents regarding the application.

## RECOMMENDATION #1:

**THAT** Development Variance Permit Application VP-19-03 to vary the following sections of Zoning Bylaw No. 871 be approved based on the Surveyor's Certificate dated February 28, 2019, by Vector Geomatics Land Surveying Ltd.:

- Section 3.25.6 by allowing a reduction of the minimum parcel line setback for a Temporary Agricultural Worker Dwellings and Accommodation from 15.0 m (49.2 ft) to 1.15 m (3.8 ft).
- Section 3.25.7 by allowing an increase in the maximum setback of a Temporary Agricultural Worker Dwellings and Accommodation building from a principal residence from 15.0 m (49.2 ft) to 32.44 m (106.4ft).

**RECOMMENDATION #2:**

**THAT** the Regional Board does not approve a refund of the Development Applications Procedures Bylaw No. 944's Development Variance Application Fee.

Respectfully Submitted:



Todd Cashin  
Director of Community Services

Approved for Board's Consideration



Brian Reardon, CAO

*Prepared by: Janelle Taylor, Planner*

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**Implications of Recommendation:**

Strategic Plan:	Development Variance Permits provide options/solutions to address building/location issues provided there are no negative impacts (visual, health and safety) to neighbouring residents.
Policy:	Not approving the request for a refund is in accordance with Development Applications Procedures Bylaw No. 944, Schedule C, Section 6 Refund of Application Fees.
Legal/Statutory Authority:	In accord with Section 498 of the Local Government Act, on application by an owner of land, a local government may, by resolution, issue a development variance permit that varies, in respect of the land covered in the permit, the provisions of a bylaw. A development variance permit must not vary the use or density of land from that specified in the bylaw and a local government may not delegate the issuance of a permit.

---

**Background:****History:**

Two Atco trailers which provide accommodation for migrant farm workers were moved to the subject property prior to Zoning Bylaw No. 871 allowing temporary farm worker housing (TFWH). The Regional Board conditionally approved Temporary Use Permit (TUP-13-04) to permit temporary accommodation for 14 migrant farm workers for three years in 2013 and the Board renewed the TUP for another three years in 2016.

On March 28, 2014, the Regional Board adopted a Zoning Bylaw text amendment to allow TFWH subject to a specific list of conditions and requirements (Section 3.25 attached). Building Permit No. 7308/16 was finalized for the trailers on June 8, 2016.

**Proposal:**

A Development Variance Permit Application has been submitted to permit the location of the two trailers used for TFWH. TUP-13-04 is set to expire August 2019 and the trailers achieve all but two of the Zoning Bylaw regulations outlined in Section 3.25.

The owners rationalize that the siting of the trailers makes efficient use of agricultural land and at time of placement the owners could not have achieved Zoning Bylaw setback requirements as the TFWH regulations were not adopted until 2014.

The owners also request that the Board refund the Development Variance Permit Application Fee (\$800). The owners paid for processing of the TUP in 2013; however, had the Zoning Bylaw regulations been in place for TFWH the applicants could have sited the trailers in accordance with the regulations or applied for the one-time Development Variance Permit. Development Applications Procedures Bylaw No. 944 provides the Regional Board with the authority to consider full or partial refunds of up to 100% of an application fee.

#### **Site Context:**

The subject property is located within the ALR, within Ellison OCP Bylaw No. 1124, and is not affected by Development Permit Areas. The property is developed with an apple orchard, one single detached home, one accessory home, and two Atco trailers.

#### **Additional Information:**

<b>Owner/Applicant:</b>	Parvinder & Baljit Uppal
<b>Legal Description:</b>	Lot A, Plan 16575, Section 6, Township 24, ODYD
<b>Address:</b>	2711 & 2735 Lakha Road
<b>Lot Size:</b>	+/- 5.5 ha (13.49 acres)
<b>Zoning:</b>	A1 Agricultural
<b>OCP Designation:</b>	Farming
<b>Sewage Disposal:</b>	Septic tank and tile field
<b>Water Supply:</b>	Black Mountain Irrigation District (BMID)
<b>Existing Use:</b>	Agriculture
<b>Surrounding Uses:</b>	<b>North:</b> Farming/Rural residential <b>South:</b> Farming/Rural residential <b>East:</b> Farming/Rural residential <b>West:</b> Lakha Road/Farming/Rural residential
<b>A.L.R.:</b>	Within the A.L.R.
<b>Fire Protection Area:</b>	Ellison Fire Protection Area

#### **RDCO TECHNICAL COMMENTS:**

**Agricultural Advisory Commission** supports the application as presented.

#### **AGENCY REFERRAL COMMENTS:**

**Ministry of Agriculture** supports the development of seasonal farm worker accommodation on the property. To maximize the greatest long term potential for agriculture in the area, it is important to site any additional homes in a manner that maintains the greatest productive capacity of the parcel while limiting potential nuisance conflicts.

**Agricultural Land Commission** indicates that an application for Non-Adhering Residential Use is not required as the landowners have existing valid building permits and the trailers have been approved and existed on the property prior to the new regulations. Provided there is no expansion, the trailers would be permitted without the need to make an application.

**Unaffected Agencies** include Ministry of Transportation and Infrastructure and Interior Health Authority.

**Unaffected RDCO Departments** include Engineering Services and Planning Services.

**Financial Considerations:**

While staff sympathizes with the applicant's position, refunding Development Applications Procedures Bylaw No. 944's Development Variance Permit Application Fee of \$800 would set an unwanted precedent for the organization.

**External Implications:**

In accord with Development Applications Procedures Bylaw No. 944, a Notice of Application sign was posted on the property and written notices were mailed to all registered property owners of land situated within 100 metres of the subject property. Further to the notification process, at time of writing this report, there have been no letters received for the application.

**Alternative Recommendation #1:**

Based on staff's analysis of the feedback received to date, staff does not propose an alternative recommendation on this matter.

**Alternative Recommendation #2:**

**THAT** the Regional Board approve a refund of the Development Procedures Applications Procedures Bylaw No. 944's Development Variance Application Fee.

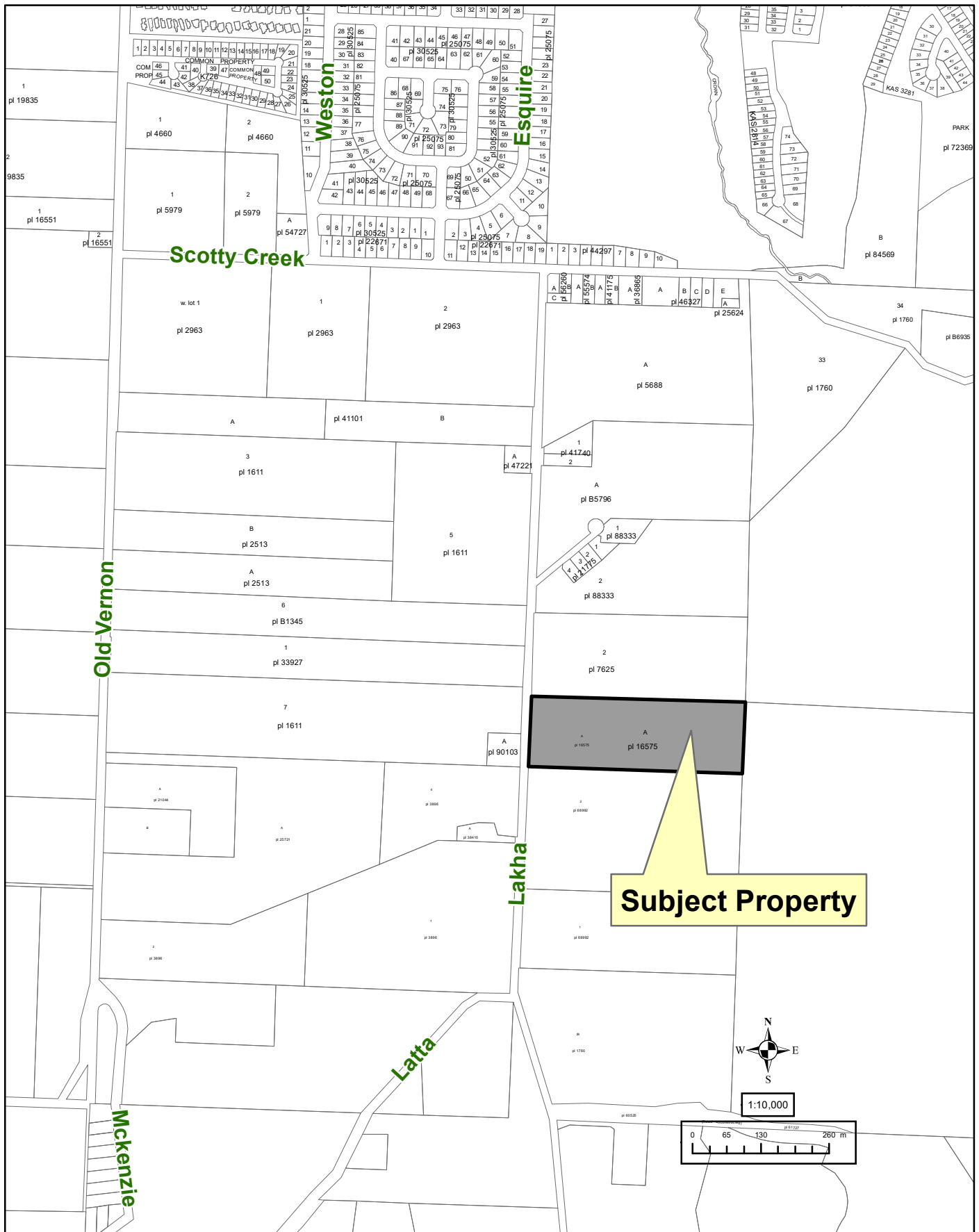
***Considerations not applicable to this report:***

- *General*
- *Organizational*

**Attachment(s):**

- Subject Property and Orthophoto Maps
- Surveyor's Certificate, February 28, 2019, Vector Geomatics Land Surveying Ltd.
- Request for Refund, received March 20, 2019
- Section 3.25 Zoning Bylaw No. 871 TFWH

## SUBJECT PROPERTY

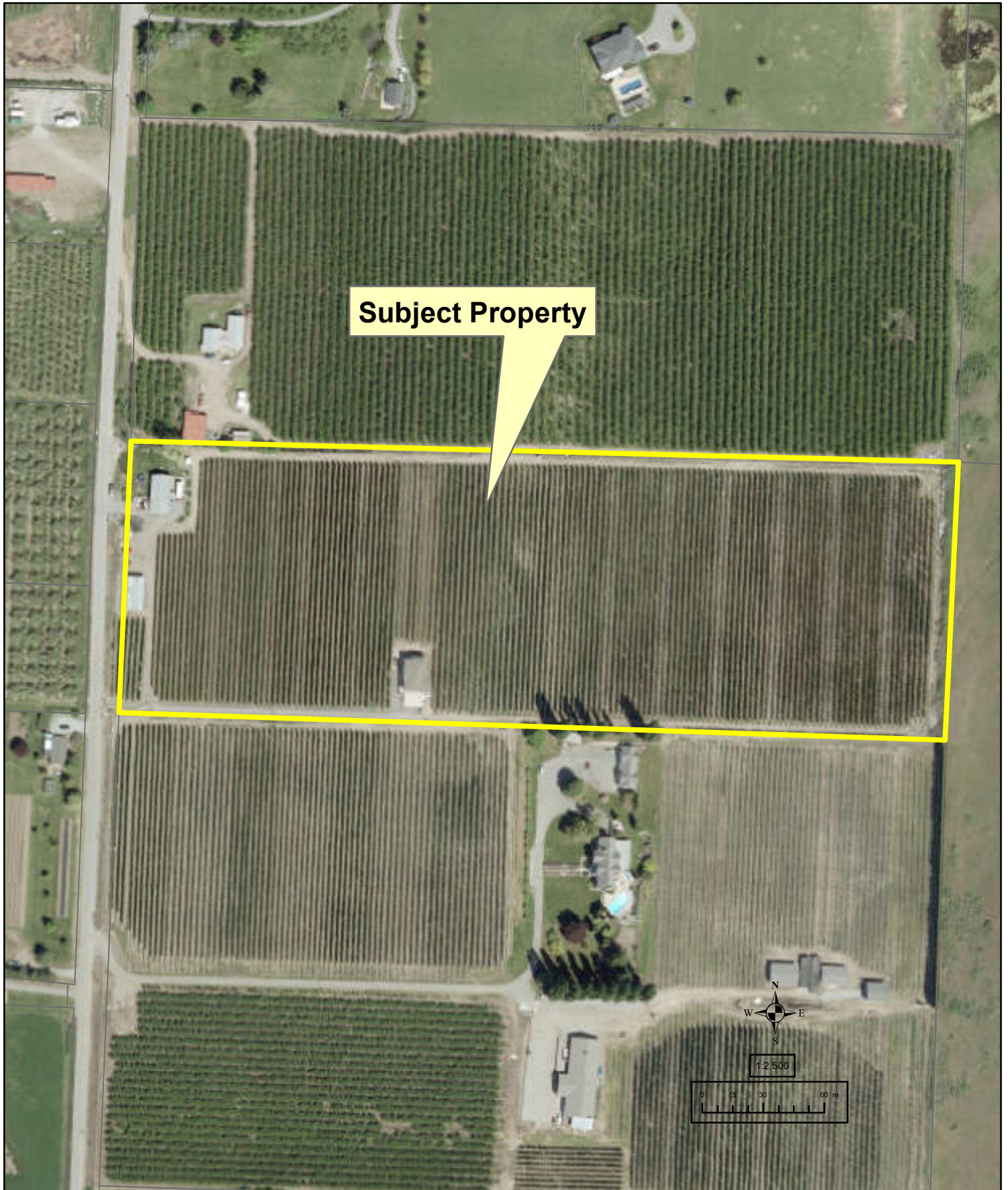


File: VP-19-03  
Date: March 27, 2019

Drawn by: JM  
Lot A, Sec. 6, Twp. 24, ODYD District Plan 16575  
40



# ORTHOPHOTO



**BC LAND SURVEYOR'S CERTIFICATE OF  
LOCATION ON LOT A SECTION 6  
TOWNSHIP 24 OSOYOOS DIVISION YALE  
DISTRICT PLAN 16575**

CLIENT: PARVINDER UPPAL  
PID: 008-566-330  
CIVIC ADDRESS: 2711 LAKHA ROAD

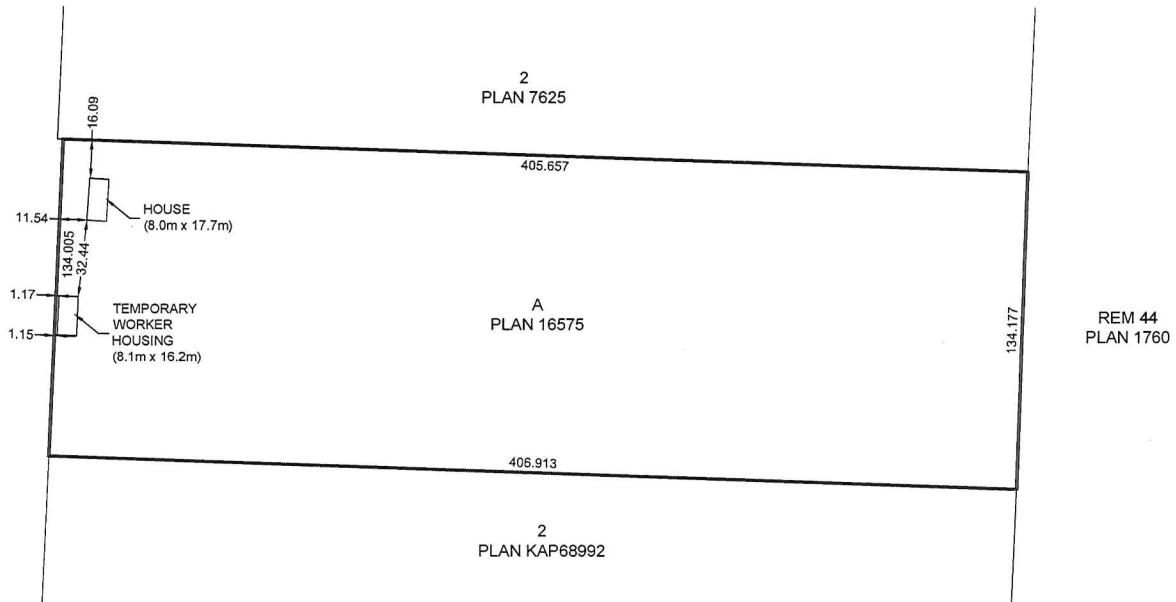
VERTICAL DATUM: CGVD28

REFER TO THE CURRENT STATE OF TITLE FOR CHARGES, LIENS,  
AND INTERESTS AFFECTING THIS LAND.

SCALE 1:2000



LAKHA ROAD



**NOTES:**

- THIS PLAN HAS BEEN PREPARED BASED ON LAND TITLE & SURVEY AUTHORITY RECORDS AND A FIELD SURVEY (PLAN 16575).
- OFFSET DISTANCES ARE MEASURED TO THE EXTERIOR OF CONCRETE FOUNDATION ON MAIN STRUCTURE AND ARE PERPENDICULAR TO PROPERTY LINES.
- THIS PLAN WAS PREPARED FOR MUNICIPAL BYLAW COMPLIANCE AND/OR MORTGAGE PURPOSES AND IS FOR THE EXCLUSIVE USE OF PARVINDER UPPAL
- THIS DOCUMENT SHALL NOT BE USED TO DEFINE PROPERTY LINES OR PROPERTY CORNERS.
- VECTOR GEOMATICS AND SIGNATORY ACCEPT NO RESPONSIBILITY FOR, AND HEREBY DISCLAIM, ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY DIRECT OR INDIRECT USE OR RELIANCE UPON THE PLAN BEYOND ITS INTENDED USE.

CERTIFIED CORRECT THIS 28th DAY  
OF FEBRUARY, 2019.

*Gary Borne*

Gary Borne, B.C.L.S.

This Document Is Not Valid Unless Originally Signed and Sealed

**VECTOR**  
GEOMATICS LAND SURVEYING LTD.  
170-1855 Kirschner Rd  
Kelowna, B.C. V1Y 4N7  
Ph.: (250) 868-0172  
www.vectorgeomatics.com

File: 1900750R0 Date: 2019-02-28  
Drafted by: EC Checked by: GB

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Section 3.25 of the zoning bylaw #871 The bylaw requirement cannot be met because when we placed the accommodation this bylaw was not in place at the time.

I understand these bylaws and that we should not waste our ALR but I am not wasting the land between the house and accommodation because it is being used as our fruit loading area.

I am also concerned about the fee that we have to pay again to renew the permit because I don't think that I should have to pay these fees as punishment as I did not know that the bylaws were going to be changed. Can you please consider waiving the fee for me.



### 3.25 Temporary Agricultural Worker Dwellings and Accommodation

*Temporary Agricultural Worker Dwellings* and Accommodation are subject to the following regulations:

1. A minimum *parcel* size of 3.8 ha (9.4 acres) is required to permit a *Temporary Agricultural Worker Dwellings* and Accommodation.
2. The *Temporary Agricultural Worker Dwellings* and Accommodation shall be limited to a maximum *building gross floor area* of 186 m<sup>2</sup> (2002.1 sq. ft.), except that where the owner of a farm operation can document by ownership records or copies of leases registered in the Land Title Office that the farm operation is at least 40 ha (98.8 acres) in size, a maximum *building gross floor area* of 250 m<sup>2</sup> (2,691.0 sq. ft.) for *Temporary Agricultural Worker Dwellings* and Accommodation per farm operation shall be permitted.
3. The *Temporary Agricultural Worker Dwellings* and Accommodation shall be used for the temporary accommodation of seasonal agricultural workers who are employed by the owner of the *parcel* to work in the owner's agricultural operation.
4. The parcel upon which the accommodation is located is classified as a "farm" under the Assessment Act.
5. A *Temporary Agricultural Worker Dwellings* and Accommodation is a *building* or *manufactured home* placed on a temporary foundation or footings with no basement.
6. The required minimum *setback* of a *Temporary Agricultural Worker Dwellings* and Accommodation *building* from any *parcel line* is 15.0 m (49.2 sq. ft.).
7. The required maximum *setback* of a *Temporary Agricultural Worker Dwellings* and Accommodation *building* from a principal residence is 15.0 m (49.2 ft.).
8. One parking space for every 30.0 m<sup>2</sup> (322.9 sq. ft.) of *gross floor area* of a *Temporary Agricultural Worker Dwellings* and Accommodation is required in addition to those required for the principal dwelling.
9. The owner of the *parcel* shall enter into a restrictive covenant, under the Land Title Act, with the Regional District of Central Okanagan, that states:
  - 9.1 A statutory declaration shall be filled out with local government annually stating the *building* will only be used for *Temporary Agricultural Worker Dwellings* and Accommodation for a specified period of time;
  - 9.2 only used by temporary farm workers and that the owner will remove or decommission the housing if vacant for two consecutive years;
  - 9.3 the *Temporary Agricultural Worker Dwellings* and Accommodation applies to farms registered with a Federal and/or Provincial seasonal agricultural workers program or is for the accommodation of workers employed by those farms.



# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** June 24, 2019

**SUBJECT:** Development Variance Permit (VP-19-04)  
R. and C. Denison (owners)  
Lot D, District Lot 2549, ODYD, Plan 37807 – 3595 Westside Road North  
Central Okanagan West Electoral Area

**Voting Entitlement:** *Custom Vote – Electoral Areas & West Kelowna – 1 Director, 1 Vote*

---

**Purpose:** To consider issuance of a Development Variance Permit to allow an increase of the maximum accessory building height.

## Executive Summary:

The height of the existing accessory building on the subject property is greater than permitted under Zoning Bylaw No. 871. While the variance was precipitated due to a Stop Work Order, the landowner ceased construction and submitted the appropriate Building Permit and Development Variance Permit applications. Existing tree cover provides screening between the accessory building and neighboring single detached housing; however, images of the site indicate that the building is visible to traffic from Westside Road.

Four letters of support have been received from three adjacent neighbours and no concerns have been identified from agencies regarding the application. Should the Development Variance Permit be issued by the Regional Board, provisions of the Wildfire Development Permit Area guidelines of the Rural Westside Official Community Plan will be applicable.

## RECOMMENDATION:

**THAT** the Regional Board approve Development Variance Permit Application VP-19-04 to vary the Provision of Part 6, Section 6.3.14.2 of Zoning Bylaw No. 871 by allowing an increase of the maximum accessory building height from 5.0 m (16.4 ft.) to 7.6 m (24.93 ft.), based on the Survey Certificate prepared by AllTerra Land Surveying Ltd. dated April 3, 2019.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Todd Cashin".

Todd Cashin  
Director of Community Services

Approved for Board's Approval

A handwritten signature in black ink, appearing to read "Brian Reardon".

Brian Reardon, CAO

*Prepared by: Brittany Lange, Planner*

---

**Implications of Recommendation:**

Strategic Plan:	Development Variance Permits provide options/solutions to address building/location issues provided there are no negative impacts (visual, health and safety) to neighbouring residents.
Policy:	The application was submitted and processed in accordance with Requirements of RDCO Development Applications Procedures Bylaw No. 944.
Legal/Statutory Authority:	In accord with Section 498 of the <i>Local Government Act</i> , on application by an owner of land, a local government may, by resolution, issue a development variance permit that varies, in respect of the land covered in the permit, the provisions of a bylaw. A development variance permit must not vary the use or density of land from that specified in the bylaw and a local government may not delegate the Issuance of a permit.

---

**Background:**

During a routine inspection in February of 2019, a Stop Work Order was placed on the subject property for the unauthorized construction of an accessory building without an approved RDCO Building Permit. At time of application for a building permit, it was identified that the accessory building would not meet the height regulations within Zoning Bylaw No. 871. As such, a Development Variance Permit Application has been submitted.

The owners' rationalize that they were confused regarding the zoning of their property. Furthermore, the owners' based the height for the accessory building on RU2 zoning regulations which permit a maximum height of 8.0 m (26.2 ft.) rather than the correct RU3 zoning regulations which permit a maximum building height of 5.0 m (16.4 ft.) for an accessory building or structure. Based on the survey certificate provided by AllTerra Land Surveying Ltd. dated April 3, 2019, the existing two-storey, accessory building has been constructed to a height of 7.6 m (24.93 ft.).

Furthermore, the owners' have indicated that the majority of their property is impacted by steep slopes and in order to avoid building on the hillside, the owners wish to maximize the flat portion of their land by increasing the building height.

Historically, height variances have been evaluated and assessed based on site specific conditions and on input received from affected neighbouring property owners. In 2017 and 2016, the Regional Board approved two Development Variance Permits to increase the maximum height to accommodate two existing accessory buildings constructed without permits (Files: VP-17-03 & VP-16-02). Furthermore, the Regional Board approved two additional Development Variance Permits to increase the maximum height of accessory structures in the Central Okanagan West and East Electoral Areas (Files: VP-17-08 & VP-09-02).

**Site Context:**

The parcel is located within the Rural Westside Official Community Plan (OCP) and is affected by a number of Development Permit Areas. Demitri Creek runs through the northern boundary of the parcel and the eastern boundary fronts a red zone for shore spawning Kokanee along Okanagan Lake. The landowners will be required to address applicable Development Permit provisions of the OCP in conjunction with the building permit process.

**Additional Information:**

<b>Owner/Applicant:</b>	R. & C. Denison
<b>Legal Description:</b>	Lot D, District Lot 2549, ODYD, Plan 37807
<b>Address:</b>	3595 Westside Road North
<b>Lot Size:</b>	+/- 2.55 ha (6.31 acres)
<b>Zoning:</b>	RU3 Rural 3
<b>OCP Designation:</b>	Rural Residential
<b>Sewage Disposal:</b>	Septic System
<b>Water Supply:</b>	Okanagan Lake
<b>Existing Use:</b>	Residential
<b>Surrounding Uses:</b>	<b>North:</b> Okanagan Lake / Rural Residential <b>South:</b> Rural Residential <b>East:</b> Okanagan Lake / Rural Residential <b>West:</b> Westside Road / Rural Residential
<b>A.L.R.:</b>	Not within the A.L.R.
<b>Fire Protection:</b>	Wilsons Landing Fire Protection Area

**RDCO TECHNICAL COMMENTS:**

**Planning Services** staff advise that the accessory structure is greater than 40m<sup>2</sup>, as such, the provisions of the Wildfire Development Permit Area Guidelines of the Rural Westside OCP apply. However, Development Permit approval for the accessory structure is not required should the owners' register a Wildfire Covenant on the properties' title.

**Inspection Services** staff advise that the existing single detached house was constructed prior to the incorporation of the Regional District of Central Okanagan, as such, a building permit is not required. Should a Development Variance Permit be approved, a building permit can be issued to bring the existing accessory building into compliance with RDCO bylaws.

**Central Okanagan West Advisory Planning Commission (APC)** recommends that the application be supported as presented.

**AGENCY REFERRAL COMMENTS:**

**Unaffected Agencies** include Interior Health, Ministry of Transportation and Infrastructure, Fortis B.C., Telus, Shaw Cable, and the City of West Kelowna.

**Unaffected RDCO Departments** include Fire Services, Engineering Services, and Parks Services.

**External Implications:**

In accord with the *Local Government Act* and the Development Applications Procedures Bylaw No. 944, a Notice of Application sign was posted on the property and written notices were mailed to all registered property owners of land situated within 100 metres of the subject property. A total of 7 letters were mailed to 4 adjoining properties.

Further to the notification process, at time of writing this report, four letters of support from three adjacent property owners have been received for this application.

In consideration of the Development Variance Application, the Regional Board may approve the Development Variance Permit, not approve the Development Variance Permit or defer a decision pending more information or clarification. Should the Board choose not to support the staff position, the following alternate recommendation is provided.

**Alternative Recommendation:**

**THAT** Development Variance Permit Application VP-19-04 for 3595 Westside Road be denied.

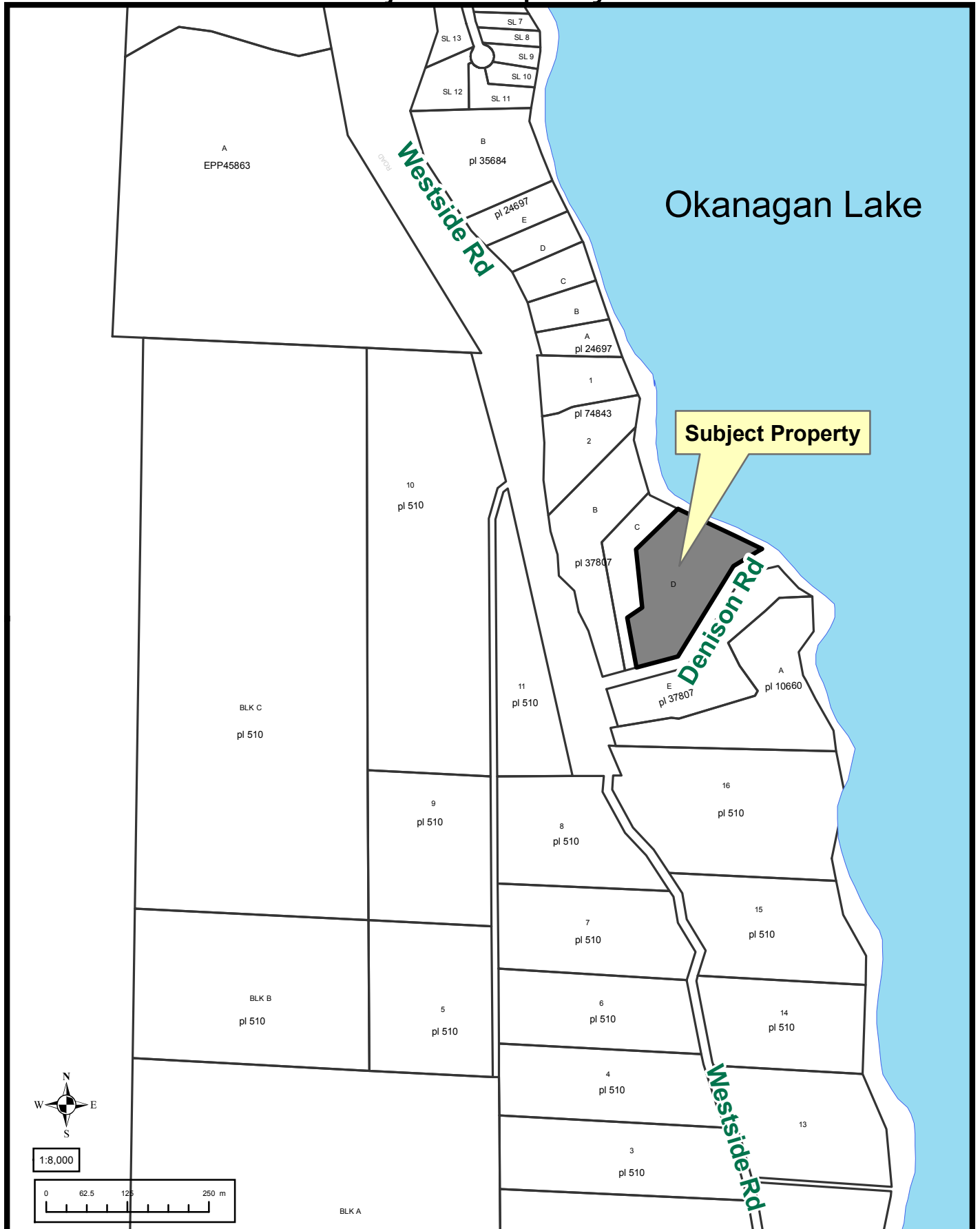
***Considerations not applicable to this report:***

- *General*
- *Organization*
- *Financial*

**Attachment(s):**

- Subject Property and Orthophoto Maps
- April 3, 2019 Survey Certificate
- April 13, 2019 Building and Elevation Drawings
- Photos of Site, dated February 26, 2019
- Support / Opposition Map
- Letters of Support

# Subject Property





# ORTHOPHOTO





# BRITISH COLUMBIA LAND SURVEYOR'S CERTIFICATE OF LOCATION OF AN OUTBUILDING ON LOT D, DISTRICT LOT 2549, ODYD, PLAN 37807.

PID: 007-072-694  
CIVIC ADDRESS: 3595 WESTSIDE ROAD N  
CLIENT: DENISON

This document shows the relative location of improvement(s) named above with respect to the boundaries of the described parcel.

This document was prepared for the exclusive use of the client named herein, for building inspection purposes.

Lot dimensions shown are derived from Land Title Office records.

This document shall not be used to define property lines or corners.

AlITerra Land Surveying Ltd. and the signatory accept no responsibility for, and hereby disclaim all obligations and liabilities for:

- any damages arising out of any direct or indirect use or reliance upon this document beyond its intended use,
- any damages suffered by a third party as a result of actions taken or decisions made based upon this document.

All rights reserved. No person may copy, reproduce, transmit or alter this document in whole or in part, without the express written consent of AlITerra Land Surveying Ltd.

Scale 1:1500 Metric.  
Distances shown are in metres and decimals thereof.

## Notes:

- Unregistered interests have not been included or considered.

## Charges on Title:

- Statutory Rights of Way P45483, CA5840136, CA5840137
- Covenant X167612



**AlITerra**  
Land Surveying Ltd.

www.AlITerraSurvey.ca

Ph: 250.452.9298 File: 119021-CO  
© AlITerra Land Surveying Ltd, 2019.

OKANAGAN LAKE

93.5

53.0

89.945

C  
PLAN

D  
37807

SECTION VIEW  
NOT TO SCALE

ROAD  
163.000

Elev = 7.6m

Elev = 0m

68.70

54.50

66.155

78.000

Outbuilding

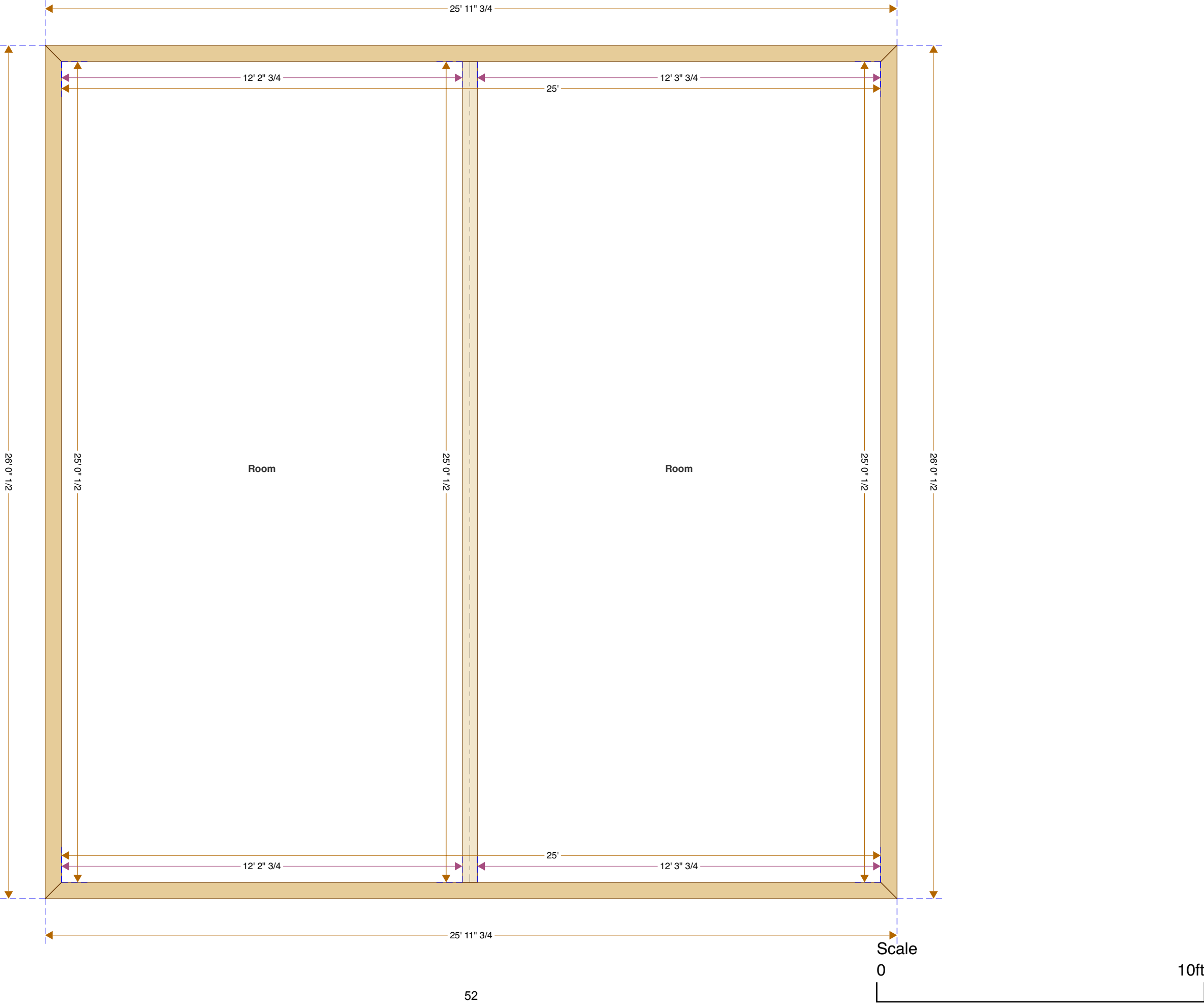
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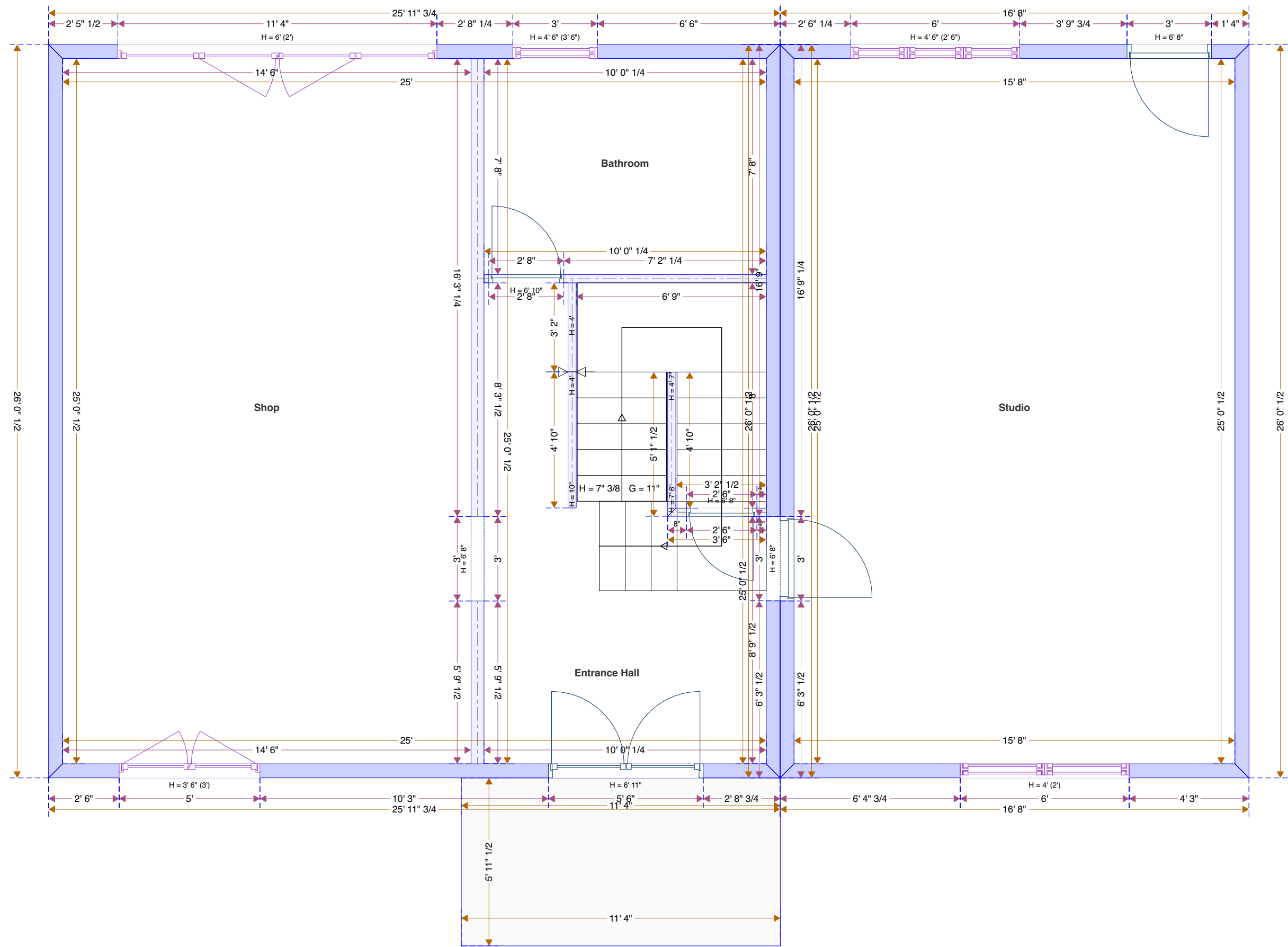
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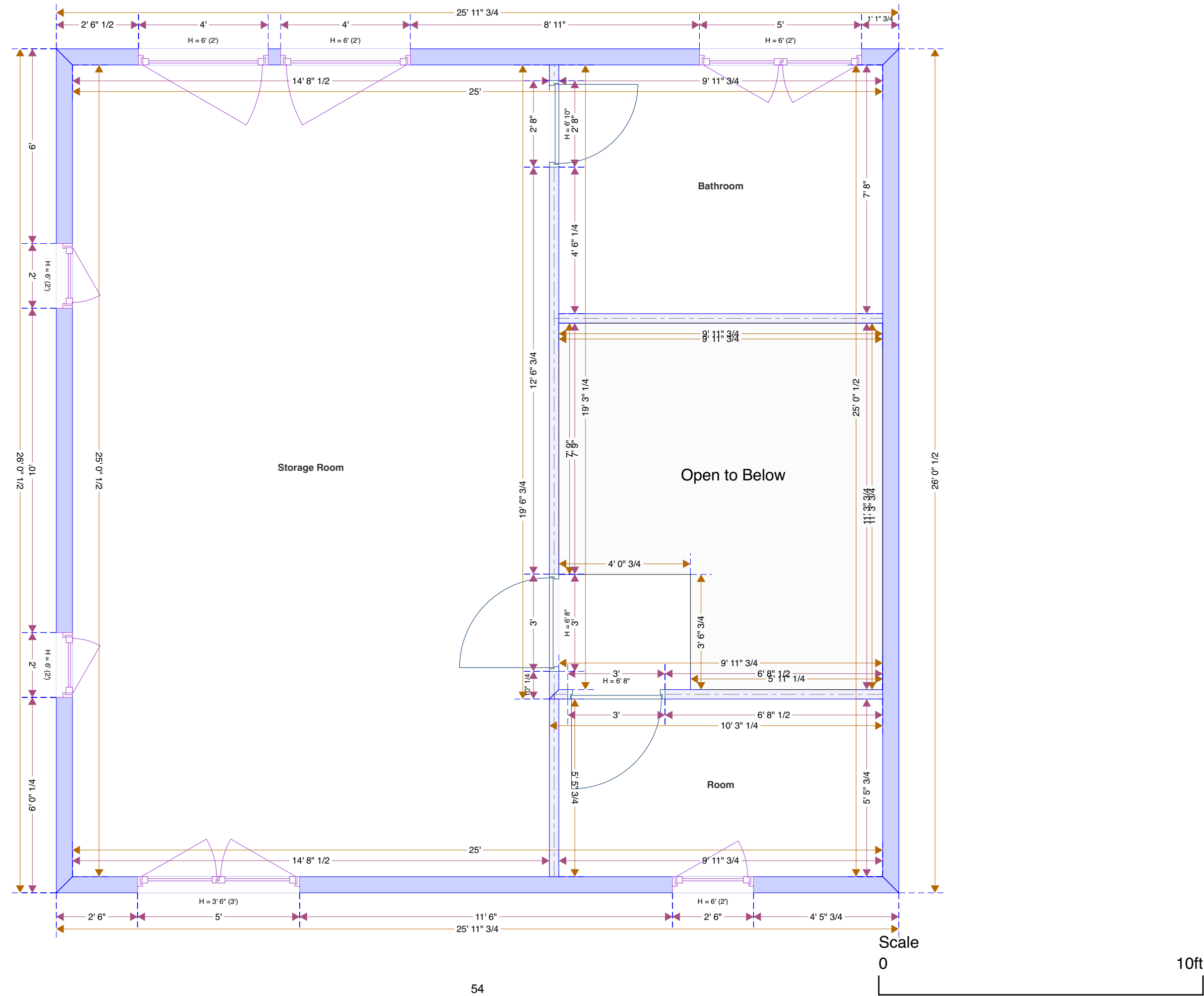
Certified correct this 3rd day of April, 2019.

British Columbia Land Surveyor

This document is not valid unless originally signed and sealed.

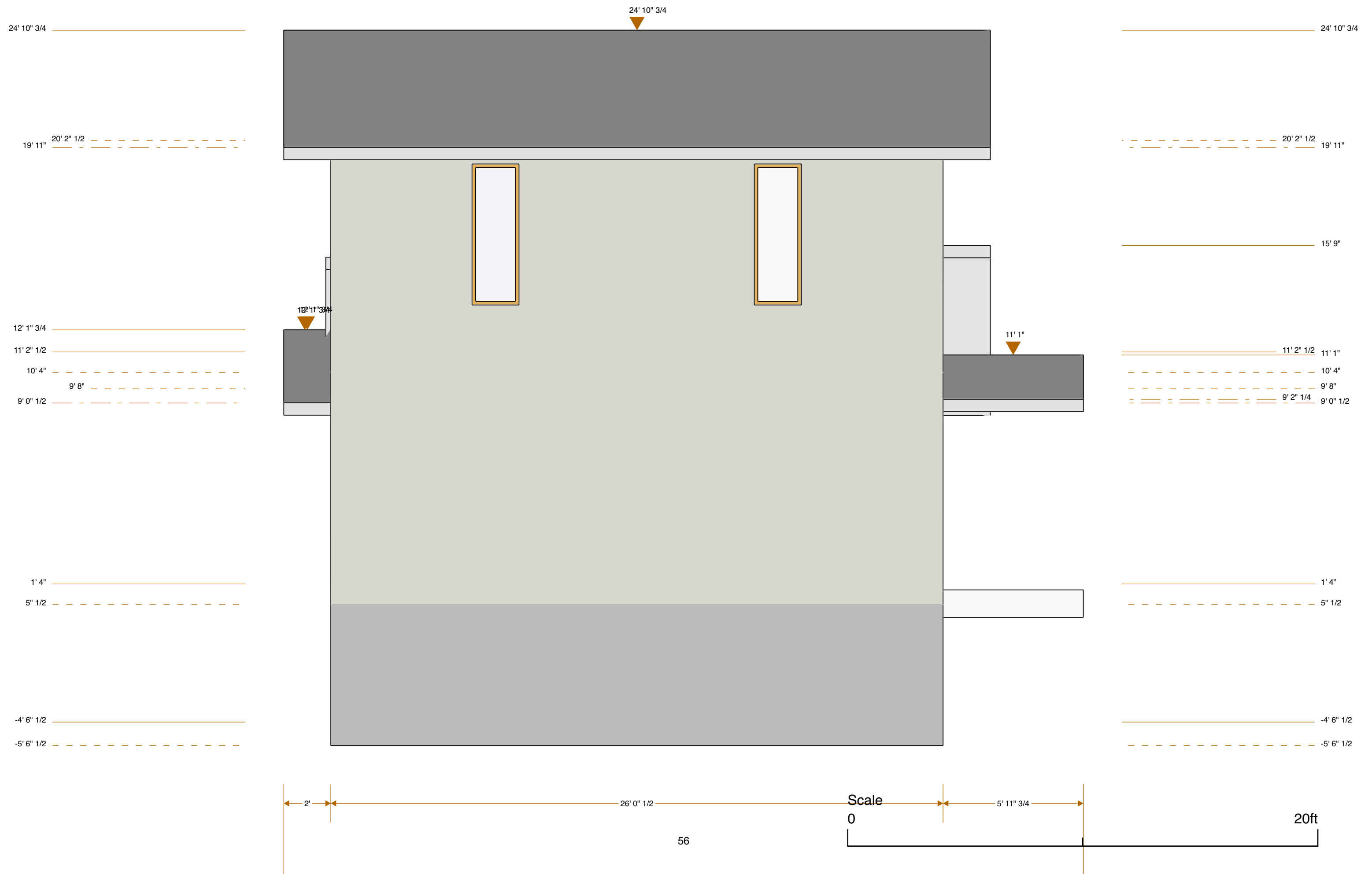








## R&amp;C Museum Permit Plans - West elevation - Apr 13, 2019





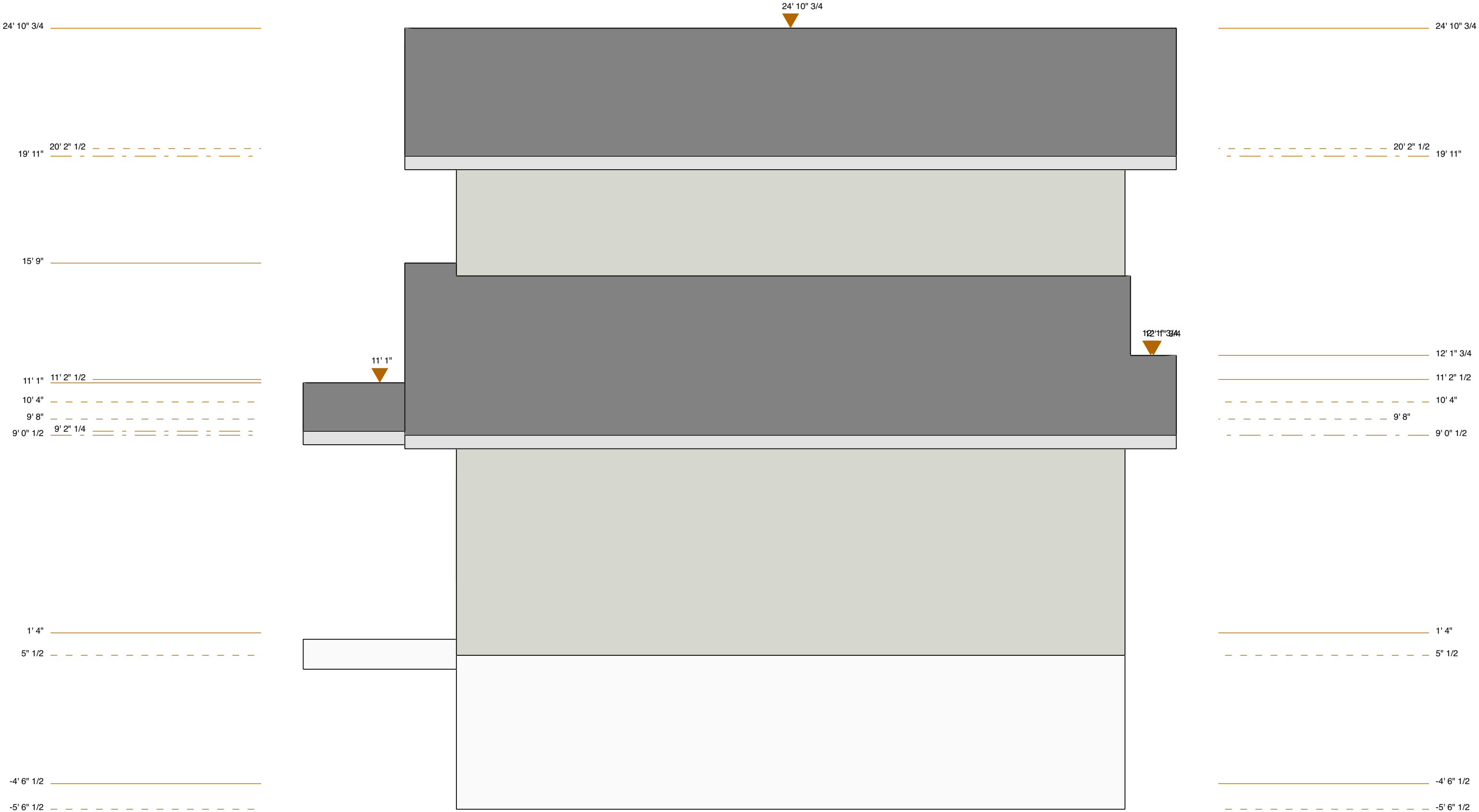




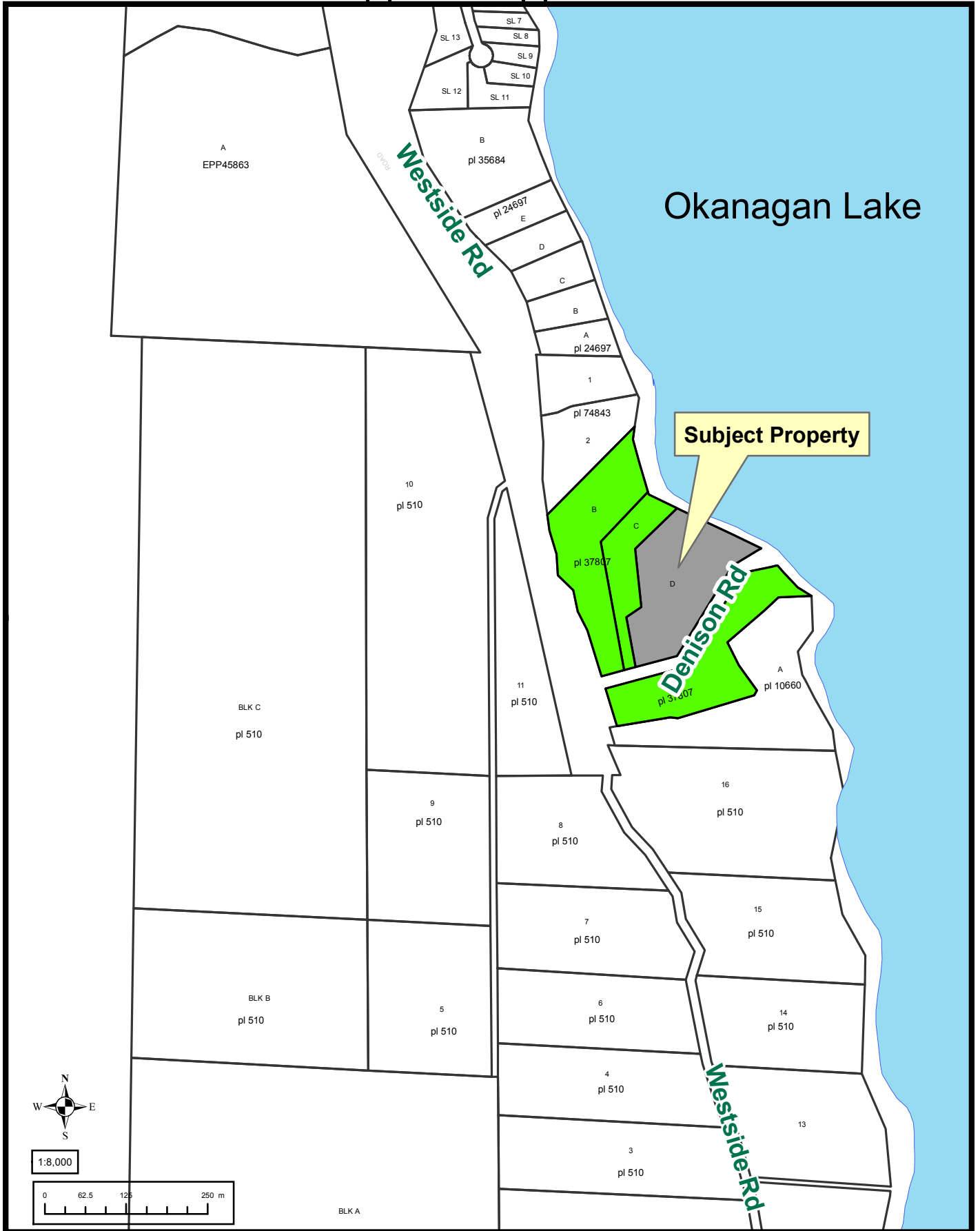
Image of Site from Westside Road



Image of accessory building



## Support / Opposition



Dear Neighbours/Family,

This letter is to inform you that we have submitted to the Central Okanagan Regional District, for a height variance on our accessory building.

The variance permit is to vary the following provision of Zoning Bylaw number 871. Specifically, Part 6-section 6.3.14 (2) to increase the maximum allowable height for an accessory structure from 5.0 metres (16.4 feet) to 7.6 metres (24.93 feet).

Your support in the approval of our application for this variance would be greatly appreciated.

Please provide name, address and contact information and your approval of the variance.

Thank you

Sincerely

Richard and Carole



Name: Jonna Denison Dale E. Ziech

Address: [REDACTED] Kelowna, BC V1Z 3W8

Contact#: [REDACTED]

Approval: Yes

Signature: Jonna Denison [Signature]



Dear Neighbours/Family,

This letter is to inform you that we have submitted to the Central Okanagan Regional District, for a height variance on our accessory building.

The variance permit is to vary the following provision of Zoning Bylaw number 871. Specifically, Part 6-section 6.3.14 (2) to increase the maximum allowable height for an accessory structure from 5.0 metres (16.4 feet) to 7.6 metres (24.93 feet).

Your support in the approval of our application for this variance would be greatly appreciated.

Please provide name, address and contact information and your approval of the variance.

Thank you

Sincerely

Richard and Carole



Name: JOHN DENISON Judith Knight

Address: [REDACTED] KELOWNA BC  
V1Z3W8

Contact#: [REDACTED]

Approval: Yes

Signature: [Signature]

Dear Neighbours/Family,

This letter is to inform you that we have submitted to the Central Okanagan Regional District, for a height variance on our accessory building.

The variance permit is to vary the following provision of Zoning Bylaw number 871. Specifically, Part 6-section 6.3.14 (2) to increase the maximum allowable height for an accessory structure from 5.0 metres (16.4 feet) to 7.6 metres (24.93 feet).

Your support in the approval of our application for this variance would be greatly appreciated.

Please provide name, address and contact information and your approval of the variance.

Thank you

Sincerely

Richard and Carole



Name: HANNAH DENISON

Address: [REDACTED]

Contact#: [REDACTED]

Approval: YES

Signature: Hannah Denison



Dear Neighbours/Family,

This letter is to inform you that we have submitted to the Central Okanagan Regional District, for a height variance on our accessory building.

The variance permit is to vary the following provision of Zoning Bylaw number 871. Specifically, Part 6-section 6.3.14 (2) to increase the maximum allowable height for an accessory structure from 5.0 metres (16.4 feet) to 7.6 metres (24.93 feet).

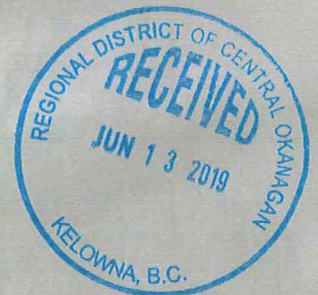
Your support in the approval of our application for this variance would be greatly appreciated.

Please provide name, address and contact information and your approval of the variance.

Thank you

Sincerely

Richard and Carole



Name: Lynne Foster

Address: [REDACTED] Kelowna, BC

Contact#: [REDACTED]

Approval: Yes

Signature: Lynne M. Foster



# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** June 24, 2019

**SUBJECT:** Land Use Contract Amendment Bylaw No. 247-04  
Zoning Amendment Bylaw No. 871-252 (Z19/01)  
Central Okanagan East Electoral Area – Scotty Creek Subdivision

**Voting Entitlement:** Custom Vote – Electoral Areas & City of Kelowna – 1 Director, 1 Vote

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**Purpose:** To discharge Land Use Contract No. 247 and zone the subject properties as R1 Single Detached Housing, P1 Park and Open Space, or P2 Institutional and Assembly.

## Executive Summary:

Land Use Contracts (LUC) are land-use regulatory tools, similar to site-specific zoning bylaws, enacted under legislation established in the 1970's. All LUC's in the Province of British Columbia will automatically be terminated on June 30, 2024, under the *Local Government Act*. The Regional District of Central Okanagan is moving forward with bylaws to discharge LUC's and apply the equivalent land use designation or zone to the parcels.

Of the nine LUC's that affect the RDCO, LUC No. 247 is the fifth to be presented to the Regional Board for discharge. Should this Community Services initiated application be successful, LUC No. 247 will be removed in its entirety from the subject properties and zoning will apply.

## RECOMMENDATION #1:

**THAT** Land Use Contract Amendment Bylaw No. 247-04 receive first reading.

## RECOMMENDATION #2:

**THAT** Zoning Amendment Bylaw No. 871-252 receive first reading;

**AND FURTHER THAT** Application Z19/01 be scheduled for a Public Hearing.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read 'Todd Cashin'.

Todd Cashin  
Director of Community Services

*Prepared by: Brittany Lange, Planner*

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read 'Brian Reardon'.

Brian Reardon, CAO



---

**Implications of Recommendation:**

Strategic Plan:	Granting first readings of the amendment bylaws meets the 2015-2018 Strategic Priorities Plan, Strategic Priority #3: Nurture Responsible Growth and Development.
Policy:	Granting first readings of the amendment bylaw is in keeping with: <ul style="list-style-type: none"> <li>• Regional Growth Strategy Bylaw No. 1336;</li> <li>• Ellison Official Community Plan Bylaw No. 1124;</li> <li>• Land Use Contract Discharge Priority endorsed by the Regional Board on October 9, 2014.</li> </ul>
Legal/Statutory Authority:	Granting first readings to the amendment bylaws complies with <i>Local Government Act</i> , Part 14, Division 16 – Discharge and Termination of Land Use Contracts.

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**Background:**

Land Use Contracts (LUC) are land-use regulatory tools, similar to site-specific zoning bylaws, enacted under historical legislation in the 1970's. Properties located within LUC's are not governed by the Regional Districts Zoning Bylaw No. 871 or Joe Rich Rural Land Use Bylaw No. 1195.

The Province of British Columbia has amended the *Local Government Act* (LGA) so that LUC's in the Province will automatically be terminated on June 30, 2024. Prior to June 30, 2022, all local governments that have jurisdiction over land subject to a LUC must provide zoning. As per the October 9, 2014 staff report to the Regional Board (Land Use Contract Discharge Priority), the intent is for the Regional District to move forward with bylaws to discharge the LUC's and apply the equivalent land use designation or zone to the parcel(s).

Of the nine LUC's that affect the RDCO, LUC No. 247 is the fifth to be presented to the Regional Board for discharge. Should this Community Services initiated application be successful, LUC No. 247 will be removed in its entirety from the subject properties and zoning will apply.

**Land Use Contract No. 247:**

There are a total of 163 properties under LUC No. 247 including 160 private residential properties, 1 irrigation district water facility, 1 elementary school, and 1 park. LUC No. 247 was adopted in 1979, which allowed for the initial subdivision and development of the land to not more than eight-four (84) lots subject to minor deviations as approved by the Regional District and the Ministry of Transportation and Infrastructure.

LUC No. 247 was amended in April 1982 to allow for further subdivision of sixty five (65) lots and the construction of water wells and related pump houses' for Black Mountain Irrigation District (Bylaw No. LUCA-81-5). Furthermore, in January of 1985, LUC No. 247 was amended to permit an additional two-lot subdivision (Bylaw No. LUCA-84-12).

LUC No. 247 also required the landowner to enter into a restrictive covenant to prohibit development within the floodwaters of Scotty Creek as well as include park dedication to be held by the Regional District.



The following land uses, buildings, and structures are permitted and continue to be regulated under LUC No. 247:

- Single family residential;
- The keeping of not more than two (2) boarders or lodgers in each dwelling unit;
- One single family dwelling per lot; and,
- Buildings and structures which are accessory to one family dwelling.

Prior to the *Local Government Act* amendment, the Regional Board previously discharged LUC No. 247 from 1 private parcel and zoned to R1s at time of owner-initiated applications (RDCO Files: LUCA-247-1 / Z06-17).

### **Project Description:**

Regional District staff is moving forward with bylaws to discharge LUC No. 247 and zone one parcel as P1 Park and Open Space, one parcel as P2 Institutional and Assembly, and the remaining 161 lots as R1 Single Detached Housing under Zoning Bylaw No. 871. The proposed zones would not allow for future subdivision or an increase in the number of dwelling units.

The proposed zones do allow for additional uses not currently permitted under the LUC; some examples include home based business and bed and breakfast accommodation. It is noted that all private parcels are each less than 9.0 acres in size; therefore, an accessory home use would not be permitted. Furthermore, as per RDCO Zoning Amendment Bylaw No. 871-243 currently in process, RDCO staff are recommending that secondary suites not be permitted in R1 zones.

It is noted that a number of parcels under LUC No. 247 are located adjacent to lands within the Agricultural Land Reserve (ALR) and zoned A1 Agriculture. Once zoned, Zoning Bylaw's Section 3.11 Setback and Buffering from ALR will apply at time of development as the R1 zone is considered a "R zone" (See attached). For example, Level 1 Buffer Requirements would become mandatory at time of a building permit (ie. replacing a home).

### **Additional Information:**

**Applicant:** Regional District of Central Okanagan  
**Location:** Adjacent to Scotty Creek Road, Old Vernon Road, and Sunset Ranch Golf Course and Developments

### **Legals:**

- Lots 1-21, 25-81, Section 12, Township 23, ODYD, Plan 30525; Lots 1-15, 17-22, 24- 65, Section 12, Township 23, ODYD, Plan 33240; Lots A and B, Section 12, Township 23, ODYD, Plan 35211; Lots A and B, Section 12, Township 23, ODYD, Plan KAP46998; and, Lots 1-15 and 17, Section 12, Township 23, ODYD, Plan KAP48547 as shown on Schedule 'A'
- Lot C, Section 12, Township 23, ODYD, Plan 30526 as shown on Schedule 'C'
- Lot B, Section 12, Township 23, ODYD, Plan 30526 as shown on Schedule 'D'

**Area of Land Affected:** +/- 19.07 ha (47.12 acres)  
**Land Use Contract:** Land Use Contract No. 247  
**OCP Designations:** Residential (161 Parcels)  
 Park and Open Space (1 parcel)  
 Community Facilities (1 parcel)  
**Existing Use:** Residential, Public Utilities, Elementary School, Park and Open Space  
**Surrounding Uses:** Agriculture, Residential, Manufactured Home Park, Golf Course

**A.L.R.:** Not within the A.L.R.  
**Fire Protection:** Within the Ellison Fire Protection Area

**Site Context:**

The properties are located in the Scotty Creek subdivision, within the Ellison Official Community Plan. Two properties along the eastern portion of Bulman Road near Scotty Creek are impacted by Sensitive Aquatic Development Permit Areas.

**RDCO TECHNICAL COMMENTS:**

**Agricultural Advisory Commission** members will discuss this referral at the next scheduled commission meeting and comments will be brought forward in a subsequent report.

**Parks Services** advise that the park and school site dedication and park development requirements under the Land Use Contract No. 247 - Clauses 6(iii) and 10(1) and 10(2) has been fulfilled. The proposed park site (Lot C, Sec. 12, Tp 23, Plan 30526, ODYD) was transferred to the Regional District in 1979 at the time of subdivision and is now known as Scotty Creek Park. The School District No. 23 school site had also been dedicated at time of subdivision and is now the Ellison Elementary School (Lot B, Sec. 12, Tp 23, Plan 30526, ODYD).

Parks Services supports the discharge of LUC No. 247 and proposed amendment bylaw under the Regional District's Zoning Bylaw No. 871 for Scotty Creek Park (P1- Parks and Open Space) and the Ellison Elementary School (P2 – Institutional and Assembly)."

**Unaffected RDCO Departments** include Engineering Services, Fire Services, and Inspection Services.

**AGENCY REFERRALS:**

**Ministry of Transportation and Infrastructure** indicates that LUC No. 247 is outside of MOTI jurisdiction as it is beyond 800 metres of an intersection with a Controlled Access Highway (e.g. Highway 97). As such, their interests are unaffected.

**Fortis B.C.** notes that there are FortisBC Inc. (Electric) ("FBC(E)") primary distribution facilities within the Ellison neighbourhood along public roads and lanes servicing the affected properties; however, FBE(E) has no concerns with this proposal.

**Black Mountain Irrigation District** indicates that they are aware of their public utilities water facility located at Lot 10, Plan KAP30525, Sec 12, Township 23, ODYD which falls under LUC No. 247. BMID staff has no issues regarding the discharge of LUC No. 247 and understand the new zone will not impact the operation of supplying water to the area.

**School District No. 23** notes that they have no concerns with the proposal at this time.

**The Ministry of Agriculture and Interior Health Authority** have indicated they will provide comments prior to Public Hearing.

**Unaffected Agencies** include the Agricultural Land Commission, Ministry of Forests, Lands, Natural Resource Operations, and Rural Development, Ministry of Municipal Affairs and Housing, Telus, B.C. Hydro, Shaw Cable, Okanagan Indian Band, Westbank First Nation, and the City of Kelowna.

**External Implications:**

Written notices were mailed to all registered property owners of land affected by the proposed amendment bylaws. Any correspondence received from the public or owners will be provided to the Regional Board as part of a future Public Hearing report.

**Alternative Recommendation:**

Based on staff's analysis of the application and feedback received to date, staff does not propose an alternative recommendation on this matter.

***Considerations not applicable to this report:***

- *General*
- *Organizational*
- *Financial*

**Attachment(s):**

- LUC Amendment Bylaw No. 247-04
- Zoning Amendment Bylaw No. 871-252
- Orthophoto
- R1 Single Detached Housing, P1 Park and Open Space, and P2 Institutional and Assembly Zones
- Section 3.11 Setback and Buffering from the ALR
- Land Use Contract No. 247

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**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

**LUCA –247-4**

**A Bylaw to amend Land Use Contract No. 247**

---

Being a Bylaw of the Regional District to authorize the Regional District of Central Okanagan to enter into an Agreement amending an existing Land Use Contract.

WHEREAS the Regional District of Central Okanagan pursuant to the Local Government Act may discharge a land use contract that is entered into and registered in a land title office subject to the terms and conditions therein set out;

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan, in an open meeting enacts as follows:

1. **This bylaw shall be cited as Regional District of Central Okanagan Land Use Contract Amendment Bylaw No. 247-4.**
2. **That Land Use Contract No. 247, 1978 is hereby discharged in its entirety from Lots 1-21, 25-81, Section 12, Township 23, ODYD, Plan 30525, Lots 1-15, 17-22, 24-65, Section 12, Township 23, ODYD, Plan 33240, Lots A and B, Section 12, Township 23, ODYD, Plan 35211, Lots A and B, Section 12, Township 23, ODYD, Plan KAP46998, Lots 1-15 and 17, Section 12, Township 23, ODYD, Plan KAP48547, Lots B and C, Section 12, Township 23, ODYD, Plan 30526 as shown on Schedule 'A' attached to and forming part of this bylaw.**
3. **That the Regional District of Central Okanagan Zoning Bylaw map being Schedule 'B' of the bylaw be AMENDED to depict the change.**
4. **That Regional District of Central Okanagan Land Use Contract Amendment Bylaw No. 247-4 comes into force on \_\_\_\_\_ pursuant to the Local Government Act, Part 14, Section 548.**

This bylaw may be cited as Land Use Contract Amendment Bylaw No. 247-4.

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_

PUBLIC HEARING HELD PURSUANT TO THE LOCAL GOVERNMENT ACT this \_\_\_\_\_  
day of \_\_\_\_\_

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Director of Corporate Services

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 247-4 as read a third time by the Regional District of Central Okanagan the \_\_\_\_\_ day of \_\_\_\_\_

Dated at Kelowna, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Director of Corporate Services

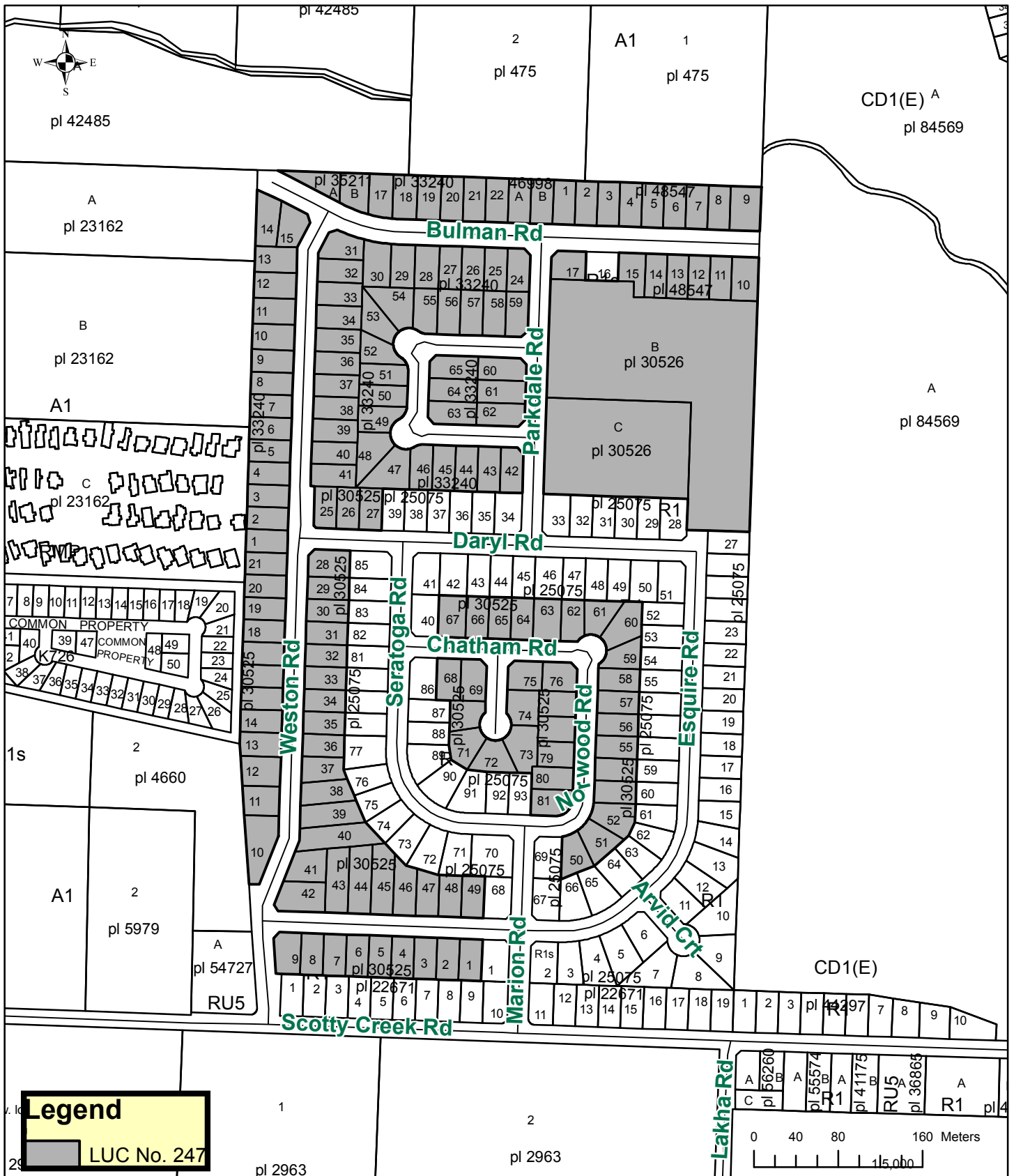
I hereby certify the foregoing to be a true and correct copy of Bylaw No. 247-4 which was Adopted by the Regional District of Central Okanagan on the \_\_\_\_\_ day of \_\_\_\_\_

Dated at Kelowna, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Director of Corporate Services

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# SCHEDULE 'A'



I hereby certify this to be a true and correct copy of Schedule 'A' as described in Bylaw No. 247-4 and read a third time by the Regional District of Central Okanagan on the \_\_\_\_\_ day of \_\_\_\_\_

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**REGIONAL DISTRICT OF CENTRAL OKANAGAN**  
**BYLAW NO. 871-252**  
**A Bylaw to Amend Regional District of Central Okanagan Zoning Bylaw 871, 2000**

---

WHEREAS the Regional Board of the Regional District of Central Okanagan is desirous of amending Zoning Bylaw No. 871, 2000 under the provisions of the Local Government Act.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan, in an open meeting enacts as follows:

1. This bylaw may be cited as **Regional District of Central Okanagan Zoning Amendment Bylaw No. 871-252.**
2. That the **Regional District of Central Okanagan Zoning Bylaw No. 871, 2000** is hereby **AMENDED** by changing the zoning on Lots 1-21, 25-81, Section 12, Township 23, ODYD, Plan 30525, Lots 1-15, 17-22, 24-65, Section 12, Township 23, ODYD, Plan 33240, Lots A and B, Section 12, Township 23, ODYD, Plan 35211, Lots A and B, Section 12, Township 23, ODYD, Plan KAP46998, Lots 1-15 and 17, Section 12, Township 23, ODYD, Plan KAP48547 as shown on Schedule 'A' attached to and forming part of this bylaw to R1 Single Detached Housing.
3. That the **Regional District of Central Okanagan Zoning Bylaw No. 871, 2000** is hereby **AMENDED** by changing the zoning on Lot C, Section 12, Township 23, ODYD, Plan 30526 as shown on Schedule 'C' attached to and forming part of this bylaw to P1 Park and Open Space.
4. That the **Regional District of Central Okanagan Zoning Bylaw No. 871, 2000** is hereby **AMENDED** by changing the zoning on Lot B, Section 12, Township 23, ODYD, Plan 30526 as shown on Schedule 'D' attached to and forming part of this bylaw to P2 Institutional and Assembly.
5. That the **Regional District of Central Okanagan Zoning Bylaw map** being Schedule 'B' of the bylaw be **AMENDED** to depict the change.
6. That **Regional District of Central Okanagan Zoning Amendment Bylaw No. 871-252** comes into force on \_\_\_\_\_ pursuant to the Local Government Act, Part 14, Section 548.

READ A FIRST TIME this \_\_\_\_\_ day \_\_\_\_\_

PUBLIC HEARING HELD PURSUANT TO THE LOCAL GOVERNMENT ACT this \_\_\_\_\_  
day of \_\_\_\_\_

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_

READ A THIRD TIME this \_\_\_\_\_ day \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Director of Corporate Services

I hereby certify the foregoing to be a true and correct copy of Zoning Bylaw No. 871-252 as read  
a third time by the Regional District of Central Okanagan the \_\_\_\_\_ day of

\_\_\_\_\_

Dated at Kelowna, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Director of Corporate Services

I hereby certify the foregoing to be a true and correct copy of Zoning Bylaw No. 871-252 which  
was Adopted by the Regional District of Central Okanagan on the \_\_\_\_\_ day of

\_\_\_\_\_

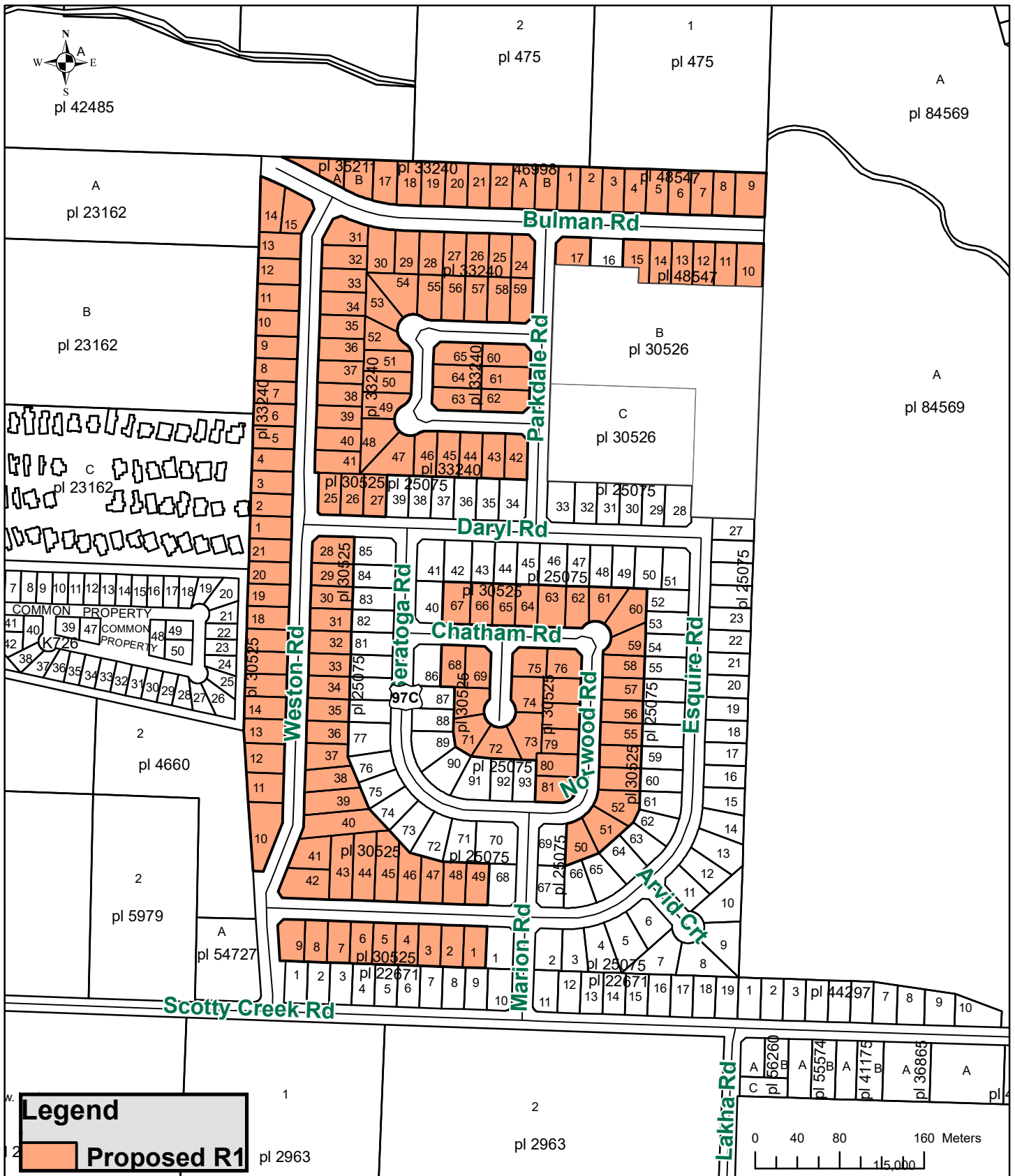
Dated at Kelowna, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Director of Corporate Services

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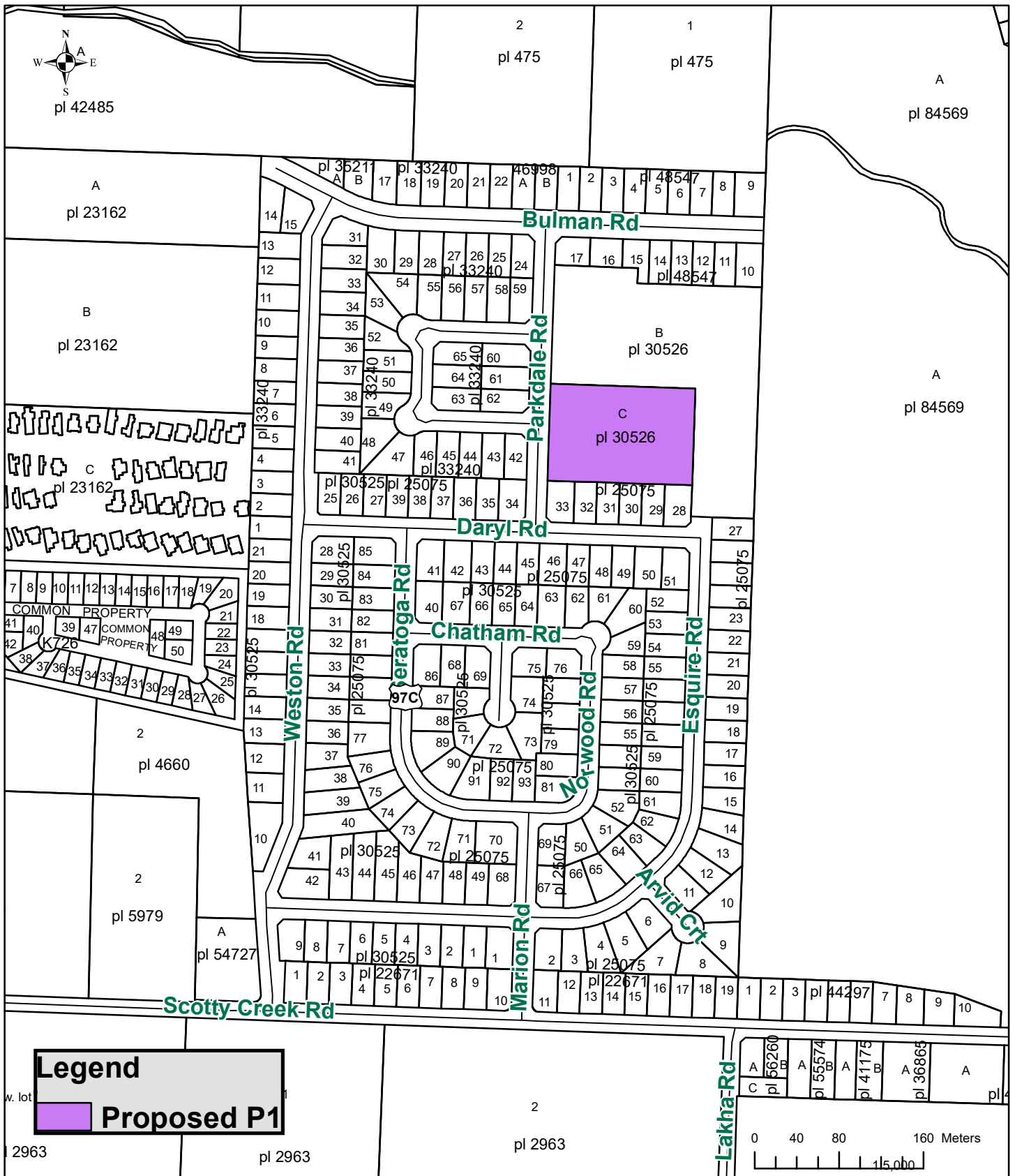


# SCHEDULE 'A'



I hereby certify this to be a true and correct copy of Schedule 'A' as described in Bylaw No. 871-252 and read a third time by the Regional District of Central Okanagan on the \_\_\_\_\_ day of \_\_\_\_\_

# SCHEDULE 'C'



I hereby certify this to be a true and correct copy of Schedule 'C' as described in Bylaw No. 871-252 and read a third time by the Regional District of Central Okanagan on the \_\_\_\_\_ day of \_\_\_\_\_

# SCHEDULE 'D'



I hereby certify this to be a true and correct copy of Schedule 'D' as described in Bylaw No. 871-252 and read a third time by the Regional District of Central Okanagan on the \_\_\_\_\_ day of \_\_\_\_\_



# ORTHOPHOTO



Okanagan Lake

Subject Property



# 7.1 SINGLE DETACHED HOUSING

# R1

**Purpose:** To accommodate low density single family residential use with some associated uses.

## PERMITTED USES TABLE FOR R1 ZONE

### 7.1.1 Permitted uses, buildings and structures:

- .1 *Single detached house;*
- .2 *Home based business, standard;* (see Section 3.19)
- .3 *Neighbourhood recreation and storage;*
- .4 *Bed and breakfast accommodation;* (see Section 3.23)
- .5 *Accessory buildings and structures.* (see Section 3.17)
- .6 *Day care centre, minor*

Bylaw  
871-125

Bylaw  
871-25

Bylaw  
871-13

## REGULATIONS TABLE FOR R1 ZONE

Column 1	Column 2
7.1.2 <b>Minimum <i>parcel area</i></b>	700 m <sup>2</sup> (7,535 sq. ft.)
7.1.3 <b>Minimum <i>parcel frontage</i></b>	18.0 m (59.0 ft.)
7.1.4 <b>Minimum <i>front setback</i></b>	4.5 m (14.8 ft.)
7.1.5 <b>Minimum <i>side setback</i></b>	1.5 m (4.9 ft.)
7.1.6 <b>Minimum <i>corner side setback</i></b>	4.5 m (14.8 ft.)
7.1.7 <b>Minimum <i>rear setback</i></b>	3.0 m (9.8 ft.)
7.1.8 <b>Minimum <i>setbacks</i> from A1 Zone</b>	15.0 m (49.2 ft.) [see section 3.11]
7.1.9 <b>Maximum <i>parcel coverage</i></b>	35% of the <i>parcel area</i>
7.1.10 <b>Maximum number of <i>single detached houses</i></b>	1 per <i>parcel</i>
7.1.11 <b>Minimum <i>building width of principal building</i></b>	5.5 m (18.0 ft.)
7.1.12 <b>Maximum <i>building height</i>:</b>	
.1 <i>Principal buildings</i>	9.0 m (29.5 ft.) to a maximum of 3 <i>storeys</i>
.2 <i>Accessory buildings and structures</i> (see Section 3.17)	5.0 m (16.4 ft.)

# 13.1 PARK AND OPEN SPACE

# P1

**Purpose:** To accommodate parks and recreational open space and other associated uses.

## PERMITTED USES TABLE FOR P1 ZONE

### 13.1.1 Permitted uses, buildings and structures:

- .1 Parks and playgrounds;
- .2 *Conservation area*;
- .3 Ecological reserves;
- .4 Gift and snack shop;
- .5 *Golf courses*;
- .6 *Golf driving ranges*;
- .7 Interpretive centre;
- .8 *Recreation services, outdoor*;
- .9 *Dwelling unit*;
- .10 *Accessory buildings and structures*. (See Section 3.17)
- .11 *Religious or non-denominational camps*
- .12 **On part of Lot 2, Plan 1965, (except plans 2570 and B7383), DL 3329 ODYD, only the following site specific uses are permitted: 26 residential dwelling units, accessory buildings, parking areas, and tennis court.**

Bylaw  
871-25

Bylaw  
871-51

Bylaw  
871-97

## REGULATIONS TABLE FOR P1 ZONE

Column 1	Column 2
13.1.2 <b>Minimum <i>parcel frontage</i></b>	30.0 m (98.4 ft.)
13.1.2 <b>Minimum <i>front setback</i></b>	4.5 m (14.8 ft.)
13.1.3 <b>Minimum <i>side setback</i></b>	3.0 m (9.8 ft.)
13.1.4 <b>Minimum <i>corner side setback</i></b>	4.5 m (14.8 ft.)
13.1.5 <b>Minimum <i>rear setback</i></b>	3.0 m (9.8 ft.)
13.1.6 <b>Minimum <i>setbacks from A1 Zone</i></b>	15.0 m (49.2 ft.) [see section 3.11]
13.1.7 <b>Maximum <i>parcel coverage</i></b>	35% of the <i>parcel area</i>
13.1.8 <b>Maximum number of <i>single detached houses</i></b>	1 per <i>parcel</i>
13.1.9 <b>Maximum <i>building height</i></b>	9.0 m (29.5 ft.)

Bylaw  
871-215

# 13.2 INSTITUTIONAL AND ASSEMBLY

# P2

**Purpose:** To accommodate administrative, institutional and service uses.

## PERMITTED USES TABLE FOR P2 ZONE

### 13.2.1 Permitted uses, buildings and structures:

- .1 *Clubs and lodges;*
- .2 *Cemeteries;*
- .3 *Community and assembly halls;*
- .4 *Day care centre, major;*
- .5 *Day care centre, minor;*
- .6 *Emergency and protective services;*
- .7 *Extended medical treatment facility;*
- .8 *Group home, major;*
- .9 *Education service facility;*
- .10 *Libraries, museums and art galleries;*
- .11 *Recreation services, indoor;*
- .12 *Religious assembly facility;*
- .13 *Restaurant;*
- .14 *Temporary shelter services;*
- .15 *Transportation station;*
- .16 *Accessory buildings and structures. (See Section 3.17)*
- .17 *Religious or non-denominational camps*
- .18 *Recreation Services, Outdoor*

Bylaw  
871-51

Bylaw  
871-51

**13.2.2 Additional Permitted Use and Buildings:** Dormitory use and building(s) are only permitted where a use listed in Section 13.2.1 exists on the parcel.

## REGULATIONS TABLE FOR P2 ZONE

Column 1	Column 2
13.2.3 <b>Minimum <i>parcel area</i></b>	700 m <sup>2</sup> (7,535 sq. ft.)
13.2.4 <b>Minimum <i>parcel frontage</i></b>	18.0 m (59.0 ft.)
13.2.5 <b>Minimum <i>front setback</i></b>	4.5 m (14.8 ft.)
13.2.6 <b>Minimum <i>side setback</i></b>	3.0 m (9.8 ft.)
13.2.7 <b>Minimum <i>corner side setback</i></b>	4.5 m (14.8 ft.)
13.2.8 <b>Minimum <i>rear setback</i></b>	3.0 m (9.8 ft.)
13.2.9 <b>Minimum <i>setbacks from A1 Zone</i></b>	15.0 m (49.2 ft.) [see section 3.11]
13.2.10 <b>Maximum <i>parcel coverage</i></b>	50% of the <i>parcel area</i>
13.2.11 <b>Maximum <i>building height</i></b>	12.0 m (39.4 ft.)

### 3.11 Setback and Buffering from ALR

Bylaw  
871-204

#### Standard Setback

1. The required minimum *setback* of the *principal building* from land in the A1 zone or Agricultural Land Reserve is 15.0 m (49.2 ft.) as set out in the regulations table for each *zone*, except where provisions of Section 23 (1) of the Agricultural Land Commission Act apply, the applicable setback for the zone applies.

#### Reduced Setback in RU and R zones

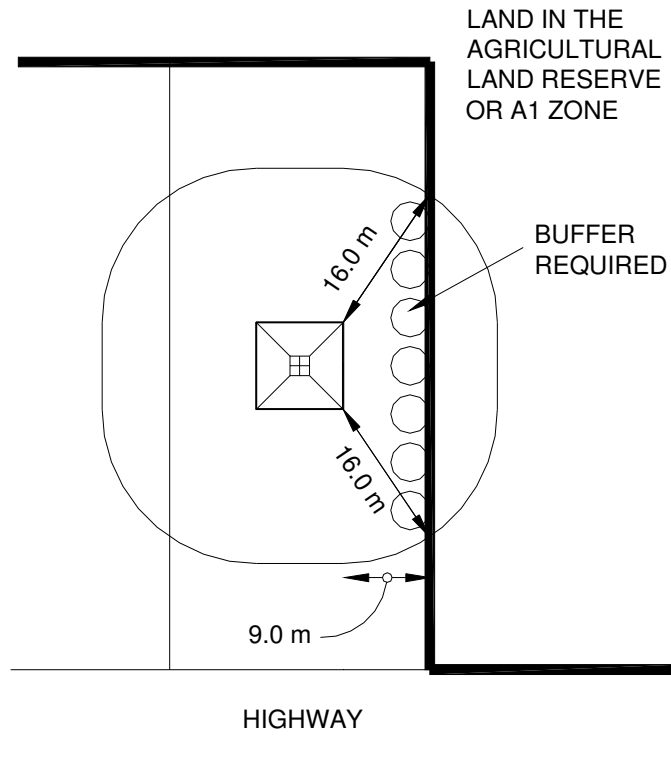
2. In an RU and *R zone*, the required *setback* of the *principal building* from the A1 zone or *ALR* is reduced to 9.0 m (29.5 ft.) if a level 1 buffer is provided and maintained.

#### Level 1 Buffer Requirements

3. When required, a level 1 buffer shall be provided and maintained in an *R zone* in the following location:
  - a) along the *parcel* line adjacent to the A1 zone or *ALR* boundary, and
  - b) along a *parcel* line located across a *lane* from the A1 zone or *ALR* boundary.
4. When required, a level 1 buffer shall be provided and maintained in an *RU zone* in the following location:
  - a) Along the *parcel* line adjacent to the A1 zone or *ALR* boundary, where the *parcel* line is located within 16.0 m (52.5 ft.) of any part of the *principal building*, as shown in Figure 3.1, and
  - b) Along the *parcel* line located across a *lane* from the A1 zone or *ALR* boundary, where the *parcel* line is located within 16.0 m (52.5 ft.) of any part of the *principal building*.

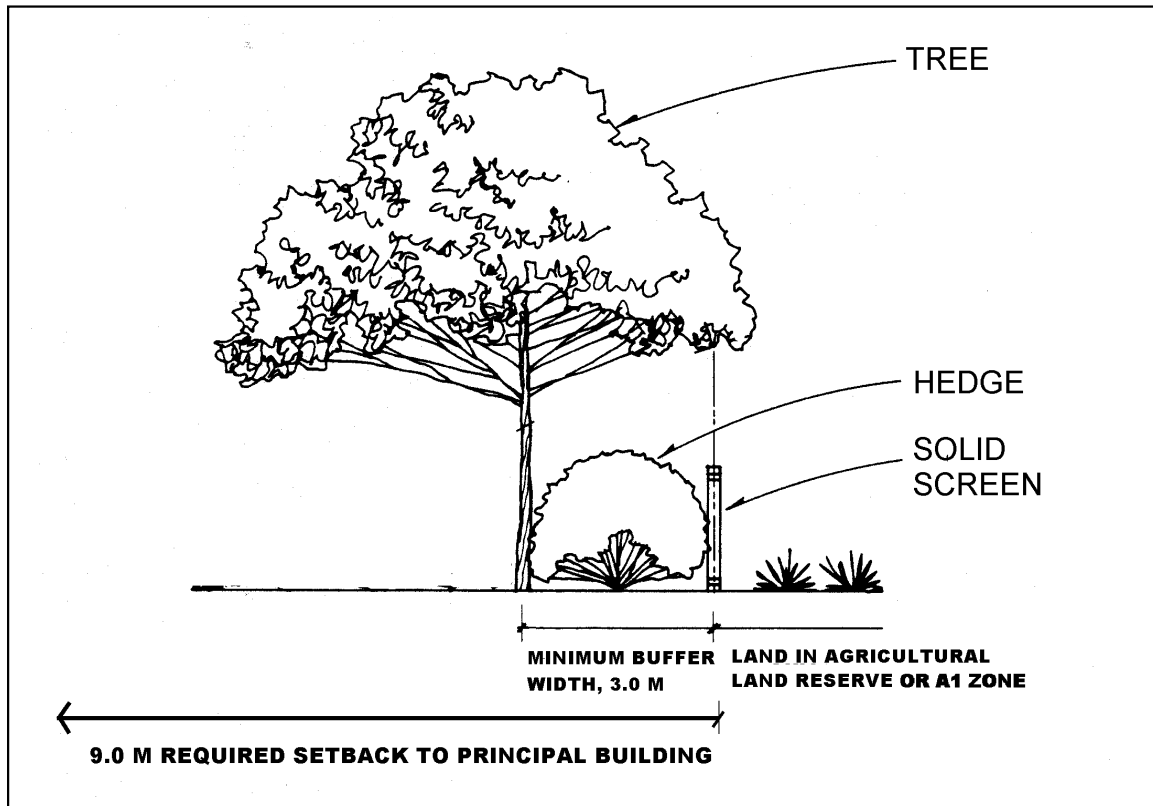


Figure 3.1  
Buffer in RU zone



5. A level 1 buffer shall be 3.0 m (9.8 ft.) wide and consist of
  - a) a *solid screen* at least 2.0 m (6.6 ft.) high located along the *parcel* line adjacent to land in the A1 zone or *ALR*, and
  - b) a continuous screening evergreen hedge with plants at less than 1.0 m (3.3 ft.) on centre, and
  - c) trees at least 2.0 m (6.6 ft.) high, with a trunk diameter of at least 5.0 cm (2.0 in.) measured 15.0 cm (6.0 in.) above the ground, planted at less than 5.0 m (16.4 ft.) on centre, as illustrated in Figure 3.2 below

Figure 3.2  
Level 1 Buffer



LAND USE CONTRACT BYLAW #247 AND  
DEVELOPMENT AREA BYLAW #246

NOTE THAT THIS DOES NOT INCLUDE  
AMENDMENTS

AND THAT THERE IS A  
LARGE MAP "SCHEDULE A"  
WHICH IS NOT INCLUDED IN THIS PDF

Being a By-Law to amend the Zoning By-Law for the purpose of designating a Development Area

WHEREAS the regulations relating to Community Planning Area No. 1 made under the provisions of the Local Services Act have by virtue of the provisions of the Supplementary Letters Patent of the Regional District of Central Okanagan dated October 27th, 1969 the effect of being made a By-Law of the said Regional District and;

WHEREAS the Regional District, pursuant to Section 702A Clause (2) of the Municipal Act, R.S.B.C. 1960, may, by by-law, amend the Zoning By-Law to designate areas of land within a zone as a Development Area.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting enacts as follows:

Lot 95, Plan 25075 and Lots 2 & 3, Plan 20122, except Plans 22671 & 25075, Sec 12, Tp 23, ODYD  
are hereby declared a Development Area.

This By-Law may be cited as "Regional District of Central Okanagan Development Area Zoning Amendment By-Law #246, 1978."

CONSIDERED BY TECHNICAL PLANNING COMMITTEE PURSUANT TO SECTION 798B of the MUNICIPAL ACT this 12th day of July, 19 78.

READ THE FIRST TIME this 24th day of July, 19 78.

READ THE SECOND TIME this 24th day of July, 19 78.

READ THE THIRD TIME this 24th day of July, 19 78.

RECONSIDERED AND ADOPTED this 12th day of January, 19 79.

James H. H. H.  
Chairman

[Signature]  
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 246 as read a third time by the Central Okanagan Regional District on the 24th day of July, 19 78.

I hereby certify the foregoing is a true and correct copy of By-Law No. 246 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 12th day of January, 19 79.

Dated at Kelowna this 19th day of September, 19 78.

Dated at Kelowna this 12th day of January, 19 79.

[Signature]  
Secretary-Treasurer

[Signature]  
Secretary-Treasurer

LOST LAGOON VENTURES & MARION ESTATES LAND USE CONTRACT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-Law No. 247

( ) ing a By-Law to authorize the Regional District of Central Okanagan to enter into a Land  
( ) e Contract.

WHEREAS the Regional District of Central Okanagan pursuant to Section 702A of the Municipal Act, R.S.B.C. 1960, upon application of an owner of land within the development area, or his agent, may be by-law, enter into a Land Use Contract containing such terms and conditions for the use and development of land mutually agreed upon;

AND WHEREAS the Land Use Contract referred to herein was the subject of a Public Hearing pursuant to Section 702A(6) of the Municipal Act, R.S.B.C. 1960.

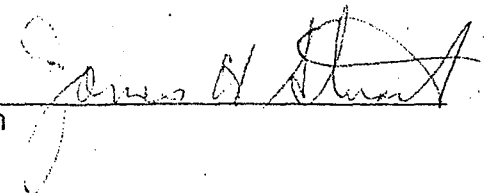
NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

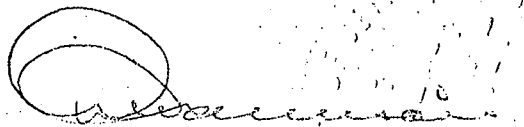
1. That the Land Use Contract between the Regional District of Central Okanagan and Lost Lagoon Ventures & Marion Estates, 1344 Chartwell Drive, West Vancouver, British Columbia as outlined herein and in the Appendices attached hereto and forming part of By-Law No. 247 be hereby approved.
2. That the Chairman and Secretary-Treasurer are hereby authorized to sign the Contract and affix the Seal of the Regional District hereto and deliver the same as the Act of the Regional District.
3. That the said Contract be legal and binding on the date that it is registered in the Land Registry Office, Court House, Kamloops, British Columbia pursuant to Section 702A(4) of the Municipal Act.
4. This By-Law may be cited as the Regional District of Central Okanagan Land Use Contract By-Law No. 247, 1978.

READ THE FIRST TIME this 24th day of July, 19 78.  
READ THE SECOND TIME this 24th day of July, 19 78.  
READ THE THIRD TIME this 24th day of July, 19 78.

( ) Contract subjected to Public Hearing pursuant to Section 702A of the Municipal Act this  
20th day of July, 1978.


RECONSIDERED AND ADOPTED this 12th day of January, 19 79.

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary-Treasurer

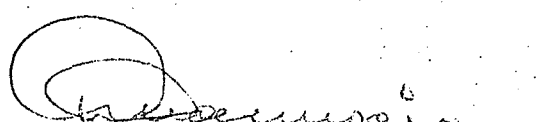
I hereby certify the foregoing is a true and correct copy of By-Law No. 247 as read a Third time by the Central Okanagan Regional District on the 24th day of July 19 78.

Dated at Kelowna this 19th day of September 19 78.

  
\_\_\_\_\_  
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 247 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 12th day of January 19 79.

Dated at Kelowna this 12th day of January 19 79.

  
\_\_\_\_\_  
Secretary-Treasurer

DO NOT WRITE ABOVE THIS LINE. FOR LAND REGISTRY USE ONLY.

SUBSTITUTE FORM C — PARTICULARS

Nature of charge(s): Covenant (Sec. 24A -Lot 94, Plan 25075) Full name, postal address and telephone number of person presenting instrument for registration:

Land Use Contract - Lot 95, Plan 25075

and Lots 2 and 3, Plan 20122

Address of person entitled to be registered if different from that shown in instrument:

As shown in instrument

Declared Value: \$

Signature of Applicant (Solicitor or Agent)

For Land Registry Office  
use only.

LAND USE CONTRACT

THIS CONTRACT made the 12th day of January, 1979

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN,

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

MARION ESTATES LTD., of 1344 Chartwell Drive,  
West Vancouver, British Columbia, and  
LOST LAGOON VENTURES CO. LTD., of 2318 Bellvue  
Avenue, West Vancouver, British Columbia;

(hereinafter called the "Landowner")

OF THE SECOND PART

WHEREAS the Regional District, pursuant to Section 702A and 798A of the Municipal Act, may, notwithstanding any by-law of the Regional District, 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 Landowner, 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 Regional Board 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 Regional Board of the Regional District have considered such criteria in arriving at the terms and conditions herein contained;

AND WHEREAS the Landowner has presented to the Regional District 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 Regional District and has requested that the Regional Board of the Regional District 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 Regional District designated as a development area pursuant to Section 702A(2) of the Municipal Act, R.S.B.C. 1960;

AND WHEREAS if the Land is within a radius of one-half mile of a controlled access highway, the approval of the Minister of Highways of the Province of British Columbia to the terms hereof must be obtained;

AND WHEREAS the Regional District and the Landowner both acknowledge that the Regional Board of the Regional District cannot enter into this Contract, until the Regional Board has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless a majority of the Directors of the Regional Board present at the meeting at which the by-law to approve this Contract is adopted vote in favour of the Regional District entering into this Contract;

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

1. LANDOWNER

The Landowner is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of lands and premises, situate, lying and being in the Kelowna Assessment Area and Scotty Creek Irrigation District, in the Province of British Columbia and being more particularly known and described as:

Firstly: Lot 95, Osoyoos Division Yale District, Plan 25075; and

Secondly: Lots 2 and 3, Section 12, Township 23, Osoyoos Division Yale District, Plan 20122 except those parts within Plans 22671 and 25075.

(herein called the "Land")



2. CONSENTS

The Landowner has obtained the consent of all persons having a registered interest in the Land as set out in the schedule perfacing the consents to the use and development set forth herein which consents are attached hereto.

3. INCORPORATIONS

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

4. COSTS

The Landowner shall pay to the Regional District on invoice by the Regional District, all legal, surveying and advertising costs incurred by the Regional District in the preparation and registration of this Contract.

4. COMPLIANCE

Except for the matters otherwise specifically provided for herein the Landowner shall comply with all of the by-laws of the Regional District as the same apply to the Land.

5. REPRESENTATIONS

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

6. SUBDIVISION

i) The Regional District agrees to permit the Landowner to subdivide the Land into not more than eighty-four (84) lots which save for such minor deviations as shall be approved by the Director of Planning for the Regional District, shall be strictly in compliance with the attached Plan marked Schedule "A", and no subsequent subdivision of the lots so created shall be permitted.

ii) The Landowner covenants and agrees with the Regional District to dedicate as road, the said Lot 94, O.D.Y.D., Plan 25075, to provide a second access to the Land all as shown on the attached Plan marked Schedule "A" with the location of the said road being subject to the approval of the Regional Approving Officer of the Ministry of Highways.

iii) The Landowner covenants and agrees that the final plan of subdivision shall show the proposed park and school sites as two (2) distinct parcels of land as shall be directed by the Regional District it being agreed and understood that in creating such two (2) distinct parcels of land, the Landowner shall not be required to construct a road to satisfy the access requirements of the Regional Approving Officer save for the 66 foot extension of road to provide access at the south-west corner of the proposed, combined park and school site.

iv) The Plan marked Schedule "A" referred to above shall be granted Preliminary Layout Approval by the Regional Approving Officer of the Ministry of Highways prior to re-consideration and adoption of Land Use Contract By-Law No. 247.

7. PERMITTED USES

The following uses and no others shall be permitted:

1. Single family residential;
2. The keeping of not more than two (2) boarders or lodgers in each dwelling unit.

*Pools allowed*

8. PERMITTED BUILDINGS AND STRUCTURES

The following buildings and structures and no others shall be permitted:

1. One single family dwelling per lot;
2. Buildings and structures which are accessory to one family dwellings.

9. COVENANT

The Landowner shall, concurrently with registration of the relevant Plan of Subdivision in the Kamloops Land Registry Office, register a covenant under Section 24A of the Land Registry Act, in favour of the Regional District, and The Province of British Columbia and Scotty Creek Irrigation District against Lots 8, 9, 10, 51, 52, 67 - 73 inclusive and 78 - 81 inclusive, containing the following conditions:

- "1. Hereafter, no building shall be constructed with any area used

for habitation, business, or storage of goods damageable by floodwaters located at an elevation such that the underside of the floor system thereof is less than three (3) feet above the natural surrounding ground. In the case of a mobile home, the ground level on which it is located shall be no lower than three (3) feet above the natural surrounding ground.

2. The required elevation may be achieved by landfill, thereby raising the ground level on which any building is to be constructed, or mobile home located, or by structurally elevating the said habitable, business or storage area, or by a combination of both landfill and structural elevation, provided, that no area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the natural ground elevation the face of the landfill slope shall be adequately protected against erosion from flood flows.
3. The owner agrees to save harmless the Province of British Columbia, the Regional District of Central Okanagan and Scotty Creek Irrigation District in the event of any damage being caused by flooding to any building, improvement or other structure built, constructed, or placed upon the said lands and to any contents thereof.
4. The owner agrees to place and maintain flood insurance coverage with respect to any building, improvement, or structure built, constructed, or placed upon the said lands and to the contents thereof to the full insurable value thereof, at such time as an official provincial flood insurance program is made available by the Insurance Corporation of British Columbia, or as soon as any other similar insurance is available that is approved by the Province."
10. PARK DEDICATION
  1. The Landowner agrees that, concurrently with registration of the Plan of Subdivision, it will transfer to the Regional District proposed Lot 82 as shown on Schedule "A" to be held by the Regional District as a park site. The Landowner further agrees that, at the same time, it will enter into a trust agreement with School District No. 23 under the terms of which the Landowner will hold, at its cost, proposed Lot 83, as shown on Schedule "A", in trust for School District No. 23 as a school site.
  2. The Landowner further agrees, that it will, at its cost, develop

a park on the said proposed Lot 82, on such terms and conditions as are mutually agreeable to the Landowner and the Regional District. Such park shall be developed prior to registration of the Plan of Subdivision and it is agreed and understood that the Landowner's obligation in respect of such park shall be limited to a size sufficient for a ball-field and a children's play area with reasonable facilities and/or equipment for such purposes.

11. FENCING

The Landowner agrees to construct a 2 metre chain link fence along the west boundary of the Lands along those portions of the said west boundary where the proposed residential subdivision is adjacent to agricultural lands.

12. FIRE HYDRANTS

The Landowner acknowledges and agrees that in connection with the providing of utilities for the proposed subdivision, the Landowner will, inter alia, be required to provide fire hydrants to the same standards as were provided in its previous subdivision under Plan 25075.

13. BUILDING INSPECTOR

That the Chief Building Inspector for the Central Okanagan Regional District or his Appointee shall be authorized to enter upon the premises for the purpose of carrying out inspection to see that the provisions of the Land Use Contract are being followed.

14. REGISTRATION

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

15. INTERPRETATION

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.

16. BINDING

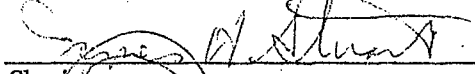
This Contract shall enure to the benefit of and be binding upon the

parties hereto and their respective heirs, executors, administrators, successors and assigns.

This Contract was adopted by an affirmative vote of at least two-thirds of the members of the Regional Board of the Regional District present at the meeting at which the by-law to authorize this Contract was adopted by the Regional Board of the Regional District on the 12th day of January, 1979

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

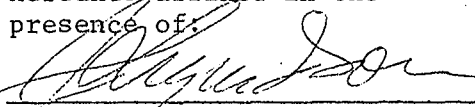
The Corporate Seal of The  
Regional District of Central  
Okanagan was hereunto affixed  
in the presence of:

  
Chairman

  
Secretary-Treasurer

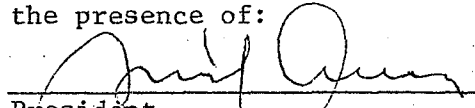
(Seal)

The Corporate Seal of  
Marion Estates Ltd. was  
hereunto affixed in the  
presence of:

  
President

(Seal)

The Corporate Seal of  
Lost Lagoon Ventures Co. Ltd.  
was hereunto affixed in  
the presence of:

  
President

(Seal)

C O N S E N T

KNOW ALL MEN by these presents that: SERATOGA DEVELOPMENT COMPANY LTD., being the holder of a charge by way of Mortgage, registered in the Land Registry Office at the City of Kamloops, British Columbia, under Number J33031, against all inter alia all and singular those certain parcels and tracts of land and premises lying and being in the Kelowna Assessment Area and Scotty Creek Irrigation District, in the Province of British Columbia and being more particularly known and described as:

Firstly: Lots 94 and 95, Osoyoos Division Yale District, Section Twelve (12), Township Twenty-three (23), Plan 25075;

Secondly: Lots 2 and 3, Section 12, Township 23, Osoyoos Division Yale District, Plan 20122, except those part within Plans 22671 and 25075

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents to the registration of a Land Use Contract, made between the registered owners of the said Lands and the Regional District of Central Okanagan, dated the \_\_\_\_\_ January, A.D., 1979 day of ~~July, 1978~~, against the aforementioned Lands in priority of the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

IN WITNESS WHEREOF the said SERATOGA DEVELOPMENT COMPANY LTD. have caused these presents to be signed, sealed and delivered in the presence of its duly authorized officers in that behalf, this 9th day of January, A.D., 1979.

THE CORPORATE SEAL OF SERATOGA )  
DEVELOPMENT COMPANY LTD. was )  
hereunto affixed in the )  
presence of: )

A.W. Pashmil )  
Pres. )  
\_\_\_\_\_ )

S. Spieker  
(Secretary)

PARK

FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

## Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 9 day of January, 19 79,  
at the City of Kelowna, in the Province of British Columbia,  
DANIEL PASHNIAK ~~(whose identity has been proved by the evidence on~~ ✓  
~~oath of~~ , who is personally known to me,  
appeared before me and acknowledged to me that he is the PRESIDENT of  
SERATOGA DEVELOPMENT COMPANY LTD. and that he is the person  
who subscribed his name to the annexed instrument as PRESIDENT of the said  
SERATOGA DEVELOPMENT COMPANY LTD. and affixed the seal of the  
CORPORATION  
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 the City of Kelowna in the Province of  
British Columbia, this 9 day of JANUARY  
one thousand nine hundred and Seventy-nine

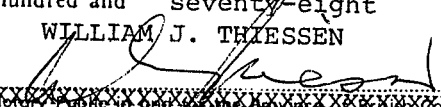
*Lance C. Gunnlaugson*  
A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking Affidavits for British Columbia.

NOTE - WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

LANCE C. GUNNLAUGSON  
BARRISTER AND SOLICITOR  
3046 PANDOSY STREET  
KELOWNA, B.C.

# Acknowledgment of Officer of a Corporation

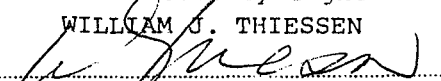
I HEREBY CERTIFY that, on the 24th day of October, 19 78,  
at KELOWNA, in the Province of British Columbia,  
JOHN KENNETH SIGURDSON ~~(whose identity has been proved by the evidence of)~~  
~~oath of~~ , who is) personally known to me,  
appeared before me and acknowledged to me that he is the PRESIDENT of  
MARION ESTATES LTD. , and that he is the person  
who subscribed his name to the annexed instrument as PRESIDENT of the said  
COMPANY and affixed the seal of the  
MARION ESTATES LTD.  
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 24th day of October  
one thousand nine hundred and seventy-eight  
WILLIAM J. THIESSEN  
  
~~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.

# Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 24th day of October, 19 78,  
at Kelowna, in the Province of British Columbia,  
ARWID MUCH ~~(whose identity has been proved by the evidence of)~~  
~~oath of~~ , who is) personally known to me,  
appeared before me and acknowledged to me that he is the PRESIDENT of  
LOST LAGOON VENTURES CO. LTD. , and that he is the person  
who subscribed his name to the annexed instrument as PRESIDENT of the said  
COMPANY and affixed the seal of the  
LOST LAGOON VENTURES CO. LTD.  
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 24th day of October  
one thousand nine hundred and seventy-eight  
WILLIAM J. THIESSEN  
  
~~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.



---

REGIONAL DISTRICT OF CENTRAL  
OKANAGAN

AND

MARION ESTATES LTD.

AND

LOST LAGOON VENTURES CO. LTD.

---

LAND      USE      CONTRACT

---

**LARSON, SMITH, HENDERSON & THIESSEN**  
*Barristers and Solicitors*

STE. 200 - 215 LAWRENCE AVENUE,  
KELOWNA, B.C. V1Y 6L2

LOST LAGOON VENTURES & MARION ESTATES LAND USE CONTRACT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-Law No. 247

( ) ng a By-Law to authorize the Regional District of Central Okanagan to enter into a Land Use Contract.

WHEREAS the Regional District of Central Okanagan pursuant to Section 702A of the Municipal Act, R.S.B.C. 1960, upon application of an owner of land within the development area, or his agent, may be by-law, enter into a Land Use Contract containing such terms and conditions for the use and development of land mutually agreed upon;

AND WHEREAS the Land Use Contract referred to herein was the subject of a Public Hearing pursuant to Section 702A(6) of the Municipal Act, R.S.B.C. 1960.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. That the Land Use Contract between the Regional District of Central Okanagan and Lost Lagoon Ventures & Marion Estates, 1344 Chartwell Drive, West Vancouver, British Columbia as outlined herein and in the Appendices attached hereto and forming part of By-Law No. 247 be hereby approved.
2. That the Chairman and Secretary-Treasurer are hereby authorized to sign the Contract and affix the Seal of the Regional District hereto and deliver the same as the Act of the Regional District.
3. That the said Contract be legal and binding on the date that it is registered in the Land Registry Office, Court House, Kamloops, British Columbia pursuant to Section 702A(4) of the Municipal Act.
4. This By-Law may be cited as the Regional District of Central Okanagan Land Use Contract By-Law No. 247, 1978.

READ THE FIRST TIME this 24th day of July, 19 78.  
READ THE SECOND TIME this 13th day of December, 19 78.  
READ THE THIRD TIME this 13th day of December, 19 78.

Contract subjected to Public Hearing pursuant to Section 702A of the Municipal Act this 20th day of July, 19 78.

RECONSIDERED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 247 as read a Third time by the Central Okanagan Regional District on the 13th day of December 19 78.

Dated at Kelowna this 14th day of December 19 78.

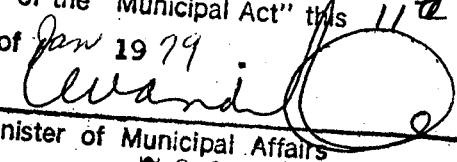
I hereby certify the foregoing is a true and correct copy of By-Law No. 247 which was Reconsidered and Adopted by the Central Okanagan Regional District on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

Dated at Kelowna this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.



\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Secretary-Treasurer

APPROVED pursuant to the provisions of section 798A of the "Municipal Act" this 11<sup>th</sup> day of Jan 19 79  
  
Minister of Municipal Affairs  
APPROVAL No. 790100

Being a By-Law to amend the Zoning By-Law for the purpose of designating a Development Area

WHEREAS the regulations relating to Community Planning Area No. 1 made under the provisions of the Local Services Act have by virtue of the provisions of the Supplementary Letters Patent of the Regional District of Central Okanagan dated October 27th, 1969 the effect of being made a By-Law of the said Regional District and;

WHEREAS the Regional District, pursuant to Section 702A Clause (2) of the Municipal Act, R.S.B.C. 1960, may, by by-law, amend the Zoning By-Law to designate areas of land within a zone as a Development Area.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting enacts as follows:

Lot 95, Plan 25075 and Lots 2 & 3, Plan 20122, except Plans 22671 & 25075, Sec 12, Tp 23, ODYD  
are hereby declared a Development Area.

This By-Law may be cited as "Regional District of Central Okanagan Development Area Zoning Amendment By-Law #246, 1978."

CONSIDERED BY TECHNICAL PLANNING COMMITTEE PURSUANT TO SECTION 798B of the MUNICIPAL ACT this 12th day of July, 19 78.


READ THE FIRST TIME this 24th day of July, 19 78.

READ THE SECOND TIME this 24th day of July, 19 78.

READ THE THIRD TIME this 24th day of July, 19 78.

RECONSIDERED AND ADOPTED this 12th day of January, 19 79.

  
Chairman

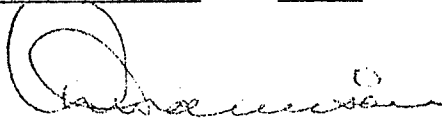
  
Secretary-Treasurer

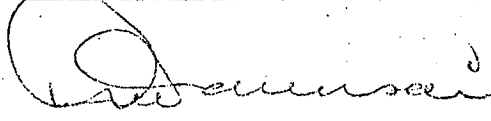
I hereby certify the foregoing is a true and correct copy of By-Law No. 246 as read a third time by the Central Okanagan Regional District on the 24th day of July, 19 78.

I hereby certify the foregoing is a true and correct copy of By-Law No. 246 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 12th day of January, 19 79.

Dated at Kelowna this 19th day of September, 19 78.

Dated at Kelowna this 12th day of January, 19 79.

  
Secretary-Treasurer

  
Secretary-Treasurer

LOST LAGOON VENTURES & MARION ESTATES LAND USE CONTRACT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-Law No. 247

Enacting a By-Law to authorize the Regional District of Central Okanagan to enter into a Land Use Contract.

WHEREAS the Regional District of Central Okanagan pursuant to Section 702A of the Municipal Act, R.S.B.C. 1960, upon application of an owner of land within the development area, or his agent, may by-law, enter into a Land Use Contract containing such terms and conditions for the use and development of land mutually agreed upon;

AND WHEREAS the Land Use Contract referred to herein was the subject of a Public Hearing pursuant to Section 702A(6) of the Municipal Act, R.S.B.C. 1960.

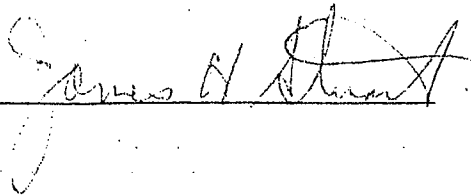
NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

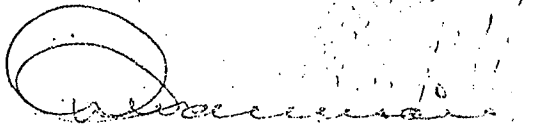
1. That the Land Use Contract between the Regional District of Central Okanagan and Lost Lagoon Ventures & Marion Estates, 1344 Chartwell Drive, West Vancouver, British Columbia as outlined herein and in the Appendices attached hereto and forming part of By-Law No. 247 be hereby approved.
2. That the Chairman and Secretary-Treasurer are hereby authorized to sign the Contract and affix the Seal of the Regional District hereto and deliver the same as the Act of the Regional District.
3. That the said Contract be legal and binding on the date that it is registered in the Land Registry Office, Court House, Kamloops, British Columbia pursuant to Section 702A(4) of the Municipal Act.
4. This By-Law may be cited as the Regional District of Central Okanagan Land Use Contract By-Law No. 247, 1978.

READ THE FIRST TIME this 24th day of July, 19 78.  
READ THE SECOND TIME this 24th day of July, 19 78.  
READ THE THIRD TIME this 24th day of July, 19 78.

Contract subjected to Public Hearing pursuant to Section 702A of the Municipal Act this 20th day of July, 19 78.

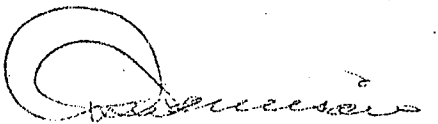
RECONSIDERED AND ADOPTED this 12th day of January, 19 79.

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary-Treasurer

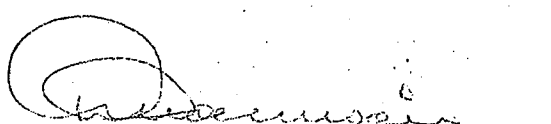
I hereby certify the foregoing is a true and correct copy of By-Law No. 247 as read a Third time by the Central Okanagan Regional District on the 24th day of July 19 78.

Dated at Kelowna this 19th day of September 19 78.

  
\_\_\_\_\_  
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 247 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 12th day of January 19 79.

Dated at Kelowna this 12th day of January 19 79.

  
\_\_\_\_\_  
Secretary-Treasurer

DO NOT WRITE ABOVE THIS LINE. FOR LAND REGISTRY USE ONLY.

SUBSTITUTE FORM C — PARTICULARS

Nature of charge(s): Covenant (Sec. 24A -Lot 94, Plan 25075) Full name, postal address and telephone number of person presenting instrument for registration:

Land Use Contract - Lot 95, Plan 25075

and Lots 2 and 3, Plan 20122

Address of person entitled to be registered if different from that shown in instrument:

As shown in instrument

Declared Value: \$

Signature of Applicant (Solicitor or Agent)

For Land Registry Office  
use only.

LAND USE CONTRACT

THIS CONTRACT made the 12th day of January, 1979

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN,

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

MARION ESTATES LTD., of 1344 Chartwell Drive,  
West Vancouver, British Columbia, and  
LOST LAGOON VENTURES CO. LTD., of 2318 Bellvue  
Avenue, West Vancouver, British Columbia;

(hereinafter called the "Landowner")

OF THE SECOND PART

WHEREAS the Regional District, pursuant to Section 702A and 798A of the Municipal Act, may, notwithstanding any by-law of the Regional District, 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 Landowner, 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 Regional Board 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 Regional Board of the Regional District have considered such criteria in arriving at the terms and conditions herein contained;

AND WHEREAS the Landowner has presented to the Regional District 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 Regional District and has requested that the Regional Board of the Regional District 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 Regional District designated as a development area pursuant to Section 702A(2) of the Municipal Act, R.S.B.C. 1960;

AND WHEREAS if the Land is within a radius of one-half mile of a controlled access highway, the approval of the Minister of Highways of the Province of British Columbia to the terms hereof must be obtained;

AND WHEREAS the Regional District and the Landowner both acknowledge that the Regional Board of the Regional District cannot enter into this Contract, until the Regional Board has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless a majority of the Directors of the Regional Board present at the meeting at which the by-law to approve this Contract is adopted vote in favour of the Regional District entering into this Contract;

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

1. LANDOWNER

The Landowner is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of lands and premises, situate, lying and being in the Kelowna Assessment Area and Scotty Creek Irrigation District, in the Province of British Columbia and being more particularly known and described as:

Firstly: Lot 95, Osoyoos Division Yale District, Plan 25075; and

Secondly: Lots 2 and 3, Section 12, Township 23, Osoyoos Division Yale District, Plan 20122 except those parts within Plans 22671 and 25075.

(herein called the "Land")

2. CONSENTS

The Landowner 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. INCORPORATIONS

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

4. COSTS

The Landowner shall pay to the Regional District on invoice by the Regional District, all legal, surveying and advertising costs incurred by the Regional District in the preparation and registration of this Contract.

4. COMPLIANCE

Except for the matters otherwise specifically provided for herein the Landowner shall comply with all of the by-laws of the Regional District as the same apply to the Land.

5. REPRESENTATIONS

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

6. SUBDIVISION

i) The Regional District agrees to permit the Landowner to subdivide the Land into not more than eighty-four (84) lots which save for such minor deviations as shall be approved by the Director of Planning for the Regional District, shall be strictly in compliance with the attached Plan marked Schedule "A", and no subsequent subdivision of the lots so created shall be permitted.

ii) The Landowner covenants and agrees with the Regional District to dedicate as road, the said Lot 94, O.D.Y.D., Plan 25075, to provide a second access to the Land all as shown on the attached Plan marked Schedule "A" with the location of the said road being subject to the approval of the Regional Approving Officer of the Ministry of Highways.

iii) The Landowner covenants and agrees that the final plan of subdivision shall show the proposed park and school sites as two (2) distinct parcels of land as shall be directed by the Regional District it being agreed and understood that in creating such two (2) distinct parcels of land, the Landowner shall not be required to construct a road to satisfy the access requirements of the Regional Approving Officer save for the 66 foot extension of road to provide access at the south-west corner of the proposed, combined park and school site.

iv) The Plan marked Schedule "A" referred to above shall be granted Preliminary Layout Approval by the Regional Approving Officer of the Ministry of Highways prior to re-consideration and adoption of Land Use Contract By-Law No. 247.

7. PERMITTED USES

The following uses and no others shall be permitted:

1. Single family residential;
2. The keeping of not more than two (2) boarders or lodgers in each dwelling unit.

8. PERMITTED BUILDINGS AND STRUCTURES

The following buildings and structures and no others shall be permitted:

1. One single family dwelling per lot;
2. Buildings and structures which are accessory to one family dwellings.

9. COVENANT

The Landowner shall, concurrently with registration of the relevant Plan of Subdivision in the Kamloops Land Registry Office, register a covenant under Section 24A of the Land Registry Act, in favour of the Regional District, and The Province of British Columbia and Scotty Creek Irrigation District against Lots 8, 9, 10, 51, 52, 67 - 73 inclusive and 78 - 81 inclusive, containing the following conditions:

- "1. Hereafter, no building shall be constructed with any area used

for habitation, business, or storage of goods damageable by floodwaters located at an elevation such that the underside of the floor system thereof is less than three (3) feet above the natural surrounding ground. In the case of a mobile home, the ground level on which it is located shall be no lower than three (3) feet above the natural surrounding ground.

2. The required elevation may be achieved by landfill, thereby raising the ground level on which any building is to be constructed, or mobile home located, or by structurally elevating the said habitable, business or storage area, or by a combination of both landfill and structural elevation, provided, that no area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the natural ground elevation the face of the landfill slope shall be adequately protected against erosion from flood flows.
3. The owner agrees to save harmless the Province of British Columbia, the Regional District of Central Okanagan and Scotty Creek Irrigation District in the event of any damage being caused by flooding to any building, improvement or other structure built, constructed, or placed upon the said lands and to any contents thereof.
4. The owner agrees to place and maintain flood insurance coverage with respect to any building, improvement, or structure built, constructed, or placed upon the said lands and to the contents thereof to the full insurable value thereof, at such time as an official provincial flood insurance program is made available by the Insurance Corporation of British Columbia, or as soon as any other similar insurance is available that is approved by the Province."

10. PARK DEDICATION

1. The Landowner agrees that, concurrently with registration of the Plan of Subdivision, it will transfer to the Regional District proposed Lot 82 as shown on Schedule "A" to be held by the Regional District as a park site. The Landowner further agrees that, at the same time, it will enter into a trust agreement with School District No. 23 under the terms of which the Landowner will hold, at its cost, proposed Lot 83, as shown on Schedule "A", in trust for School District No. 23 as a school site.
2. The Landowner further agrees, that it will, at its cost, develop

a park on the said proposed Lot 82, on such terms and conditions as are mutually agreeable to the Landowner and the Regional District. Such park shall be developed prior to registration of the Plan of Subdivision and it is agreed and understood that the Landowner's obligation in respect of such park shall be limited to a size sufficient for a ball-field and a children's play area with reasonable facilities and/or equipment for such purposes.

11. FENCING

The Landowner agrees to construct a 2 metre chain link fence along the west boundary of the Lands along those portions of the said west boundary where the proposed residential subdivision is adjacent to agricultural lands.

12. FIRE HYDRANTS

The Landowner acknowledges and agrees that in connection with the providing of utilities for the proposed subdivision, the Landowner will, inter alia, be required to provide fire hydrants to the same standards as were provided in its previous subdivision under Plan 25075.

13. BUILDING INSPECTOR

That the Chief Building Inspector for the Central Okanagan Regional District or his Appointee shall be authorized to enter upon the premises for the purpose of carrying out inspection to see that the provisions of the Land Use Contract are being followed.

14. REGISTRATION

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

15. INTERPRETATION

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.

16. BINDING


This Contract shall enure to the benefit of and be binding upon the

parties hereto and their respective heirs, executors, administrators, successors and assigns.

This Contract was adopted by an affirmative vote of at least two-thirds of the members of the Regional Board of the Regional District present at the meeting at which the by-law to authorize this Contract was adopted by the Regional Board of the Regional District on the 12th day of January, 1979

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

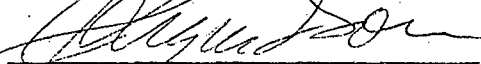
The Corporate Seal of The  
Regional District of Central  
Okanagan was hereunto affixed  
in the presence of:

  
Chairman

  
Secretary-Treasurer


(Seal)

The Corporate Seal of  
Marion Estates Ltd. was  
hereunto affixed in the  
presence of:

  
President

(Seal)

The Corporate Seal of  
Lost Lagoon Ventures Co. Ltd.  
was hereunto affixed in  
the presence of:

  
President

(Seal)

C O N S E N T

KNOW ALL MEN by these presents that: SERATOGA DEVELOPMENT COMPANY LTD., being the holder of a charge by way of Mortgage, registered in the Land Registry Office at the City of Kamloops, British Columbia, under Number J33031, against all inter alia all and singular those certain parcels and tracts of land and premises lying and being in the Kelowna Assessment Area and Scotty Creek Irrigation District, in the Province of British Columbia and being more particularly known and described as:

Firstly: Lots 94 and 95, Osoyoos Division Yale District, Section Twelve (12), Township Twenty-three (23), Plan 25075;

Secondly: Lots 2 and 3, Section 12, Township 23, Osoyoos Division Yale District, Plan 20122, except those part within Plans 22671 and 25075

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents to the registration of a Land Use Contract, made between the registered owners of the said Lands and the Regional District of Central Okanagan, dated the 12th January, A.D., 1979 day of ~~January~~ ~~XXXX~~ 1978, against the aforementioned Lands in priority of the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

IN WITNESS WHEREOF the said SERATOGA DEVELOPMENT COMPANY LTD. have caused these presents to be signed, sealed and delivered in the presence of its duly authorized officers in that behalf, this 9 day of January, A.D., 1979.

THE CORPORATE SEAL OF SERATOGA )  
DEVELOPMENT COMPANY LTD. was )  
hereunto affixed in the )  
presence of: )

D. W. Pashniak )  
Pres. )  
\_\_\_\_\_)  
\_\_\_\_\_)

*L. Spicker*  
Sec.





PARK

FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

## Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the

9

day of January

19 79

at the City of Kelowna

DANIEL PASHNIAK

in the Province of British Columbia,

(whose identity has been proved by the evidence on

who is) personally known to me,

appeared before me and acknowledged to me that he is the

PRESIDENT

of

SERATOGA DEVELOPMENT COMPANY LTD.

who subscribed his name to the annexed instrument as

PRESIDENT

and that he is the person

of the said

SERATOGA DEVELOPMENT COMPANY LTD.

and affixed the seal of the

CORPORATION

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 the City of Kelowna

in the Province of

British Columbia, this

9

day of

JANUARY

one thousand nine hundred and Seventy-nine

Lance Gunnlaugson  
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.

LANCE C. GUNNLAUGSSON  
BARRISTER AND SOLICITOR  
3046 PANDOSY STREET



FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

## Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 24th day of October, 19 78,  
at KELOWNA, in the Province of British Columbia,  
JOHN KENNETH SIGURDSON ~~whose identity has been proved by the evidence of~~  
~~one of~~ who is) personally known to me,  
appeared before me and acknowledged to me that he is the PRESIDENT of  
MARION ESTATES LTD. and that he is the person  
who subscribed his name to the annexed instrument as PRESIDENT of the said  
COMPANY and affixed the seal of the  
MARION ESTATES LTD.  
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 24th day of October  
one thousand nine hundred and seventy-eight  
WILLIAM J. THIESSEN

~~XX~~  
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.

PARKS

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## Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 24th day of October, 19 78  
at Kelowna, in the Province of British Columbia,  
ARWID MUCH ~~(whose identity has been proved by the evidence on~~  
~~oath of~~ who is) personally known to me,  
appeared before me and acknowledged to me that he is the PRESIDENT of  
LOST LAGOON VENTURES CO. LTD., and that he is the person  
who subscribed his name to the annexed instrument as PRESIDENT of the said  
COMPANY and affixed the seal of the  
LOST LAGOON VENTURES CO. LTD.  
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~~ at  
at KELOWNA in the Province of  
British Columbia, this 24th day of October  
one thousand nine hundred and seventy-eight

WILLIAM J. THIESSEN

~~A Notary Public in and for the Province of British Columbia.~~  
A Commissioner for taking Affidavits for British Columbia.

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REGIONAL DISTRICT OF CENTRAL  
OKANAGAN

AND  
MARION ESTATES LTD.  
AND  
LOST LAGOON VENTURES CO. LTD.

---

LAND      USE      CONTRACT

---

**LARSON, SMITH, HENDERSON & THIESSEN**  
*Barristers and Solicitors*

STE. 200 215 LAWRENCE AVENUE.  
KELOWNA, B.C. V1Y 6L2

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FILE No

PARK

FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

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one thousand nine hundred and seventy-eight

WILLIAM J. THIESSEN

~~Notary Public in and for the Province of British Columbia.~~  
A Commissioner for taking Affidavits for British Columbia.

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at KELOWNA, in the Province of British Columbia,  
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~~himself~~, who is) personally known to me,  
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who subscribed his name to the annexed instrument as PRESIDENT of the said  
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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,  
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British Columbia, this 24th day of October  
one thousand nine hundred and seventy-eight  
WILLIAM J. THIESSEN

~~A Notary Public in and for the Province of British Columbia~~  
A Commissioner for taking Affidavits for British Columbia.

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9

day of January, 19 79

at the City of Kelowna

DANIEL PASHNIAK

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me,

PRESIDENT

of

appeared before me and acknowledged to me that he is the

SERATOGA DEVELOPMENT COMPANY LTD.

who subscribed his name to the annexed instrument as

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, and that he is the person

of the said

SERATOGA DEVELOPMENT COMPANY LTD.

and affixed the seal of the

CORPORATION

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 the City of Kelowna in the Province of

British Columbia, this 9 day of JANUARY

one thousand nine hundred and Seventy-nine

*Lance Gunnlaugson*  
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.

LANCE C. GUNNLAUGSON  
BARRISTER AND SOLICITOR  
3046 PANDOSY STREET



C O N S E N T

KNOW ALL MEN by these presents that: SERATOGA DEVELOPMENT COMPANY LTD., being the holder of a charge by way of Mortgage, registered in the Land Registry Office at the City of Kamloops, British Columbia, under Number J33031, against all inter alia all and singular those certain parcels and tracts of land and premises lying and being in the Kelowna Assessment Area and Scotty Creek Irrigation District, in the Province of British Columbia and being more particularly known and described as:

Firstly: Lots 94 and 95, Osoyoos Division Yale District, Section Twelve (12), Township Twenty-three (23), Plan 25075;

Secondly: Lots 2 and 3, Section 12, Township 23, Osoyoos Division Yale District, Plan 20122, except those part within Plans 22671 and 25075

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents to the registration of a Land Use Contract, made between the registered owners of the said Lands and the Regional District of Central Okanagan, dated the 12th January, A.D., 1979 day of ~~July, A.D., 1978~~, against the aforementioned Lands in priority of the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

IN WITNESS WHEREOF the said SERATOGA DEVELOPMENT COMPANY LTD. have caused these presents to be signed, sealed and delivered in the presence of its duly authorized officers in that behalf, this 9 day of January, A.D., 1979.

THE CORPORATE SEAL OF SERATOGA DEVELOPMENT COMPANY LTD. was hereunto affixed in the presence of:

Q. W. Pashmiah  
Pres.

*J. Spiller*  
Sec.



Province of  
British Columbia

Ministry of  
Municipal Affairs  
~~and Housing~~  
MUNICIPAL AFFAIRS

Parliament Buildings  
Victoria  
British Columbia  
V8W 3E1

YOUR FILE.....  
OUR FILE RD07-36.03

December 19, 1978.

Mr. A. T. Harrison,  
Secretary-Treasurer,  
Regional District of Central Okanagan,  
540 Groves Avenue,  
Kelowna, B.C.  
V1Y 4Y7


Dear Mr. Harrison:

Re: Development Area By-law No. 246 and  
Land Use Contract By-law No. 247  
Regional District of Central Okanagan

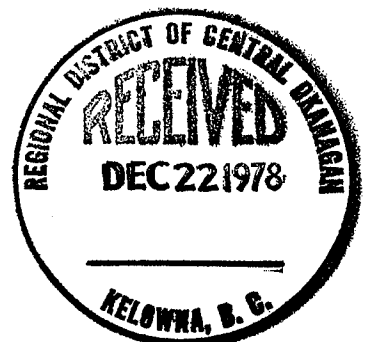
Returned herewith is one copy of each of the above by-laws  
duly approved by the Minister of Municipal Affairs pursuant to  
section 798A of the Municipal Act. The approval numbers are 78 1164  
and 78 1165.

The by-laws may now be presented to the Board for reconsideration  
and adoption and we would appreciate receiving a certified true copy of  
the resolution of the Board providing for adoption of the by-laws.

Yours very truly,

  
J. G. Callan,  
Senior Administrative Officer,  
Administrative Services.

DS/mbr  
Encl.



ZONING AMENDMENT BY-LAW #246

Being a By-Law to amend the Zoning By-Law for the purpose of designating a Development Area

WHEREAS the regulations relating to Community Planning Area No. 1 made under the provisions of the Local Services Act have by virtue of the provisions of the Supplementary Letters Patent of the Regional District of Central Okanagan dated October 27th, 1969 the effect of being made a By-Law of the said Regional District and;

WHEREAS the Regional District, pursuant to Section 702A Clause (2) of the Municipal Act, R.S.B.C. 1960, may, by by-law, amend the Zoning By-Law to designate areas of land within a zone as a Development Area.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting enacts as follows:

Lot 95, Plan 25075 and Lots 2 & 3, Plan 20122, except Plans 22671 & 25075, Sec 12, Tp 23, ODYD  
are hereby declared a Development Area.

This By-Law may be cited as "Regional District of Central Okanagan Development Area Zoning Amendment By-Law #246, 197 8."

CONSIDERED BY TECHNICAL PLANNING COMMITTEE PURSUANT TO SECTION 798B of the MUNICIPAL ACT  
this 12th day of July, 19 78.

READ THE FIRST TIME this 24th day of July, 19 78.

READ THE SECOND TIME this 24th day of July, 19 78.

READ THE THIRD TIME this 24th day of July, 19 78.

RECONSIDERED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Chairman

Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 246 as read a third time by the Central Okanagan Regional District on the 24th day of July, 19 78.

I hereby certify the foregoing is a true and correct copy of By-Law No. 246 which was Reconsidered and Adopted by the Central Okanagan Regional District on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Dated at Kelowna this 19th day of September, 19 78.

Dated at Kelowna this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Secretary-Treasurer

Secretary-Treasurer

APPROVED pursuant to the provisions of section 798A of the "Municipal Act" this 13th day of Dec 19 78.

Minister of Municipal Affairs  
APPROVAL No. 781164

LOST LAGOON VENTURES & MARION ESTATES LAND USE CONTRACT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-Law No. 247

( ) ng a By-Law to authorize the Regional District of Central Okanagan to enter into a Land Use Contract.

WHEREAS the Regional District of Central Okanagan pursuant to Section 702A of the Municipal Act, R.S.B.C. 1960, upon application of an owner of land within the development area, or his agent, may be by-law, enter into a Land Use Contract containing such terms and conditions for the use and development of land mutually agreed upon;

AND WHEREAS the Land Use Contract referred to herein was the subject of a Public Hearing pursuant to Section 702A(6) of the Municipal Act, R.S.B.C. 1960.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. That the Land Use Contract between the Regional District of Central Okanagan and Lost Lagoon Ventures & Marion Estates, 1344 Chartwell Drive, West Vancouver, British Columbia as outlined herein and in the Appendices attached hereto and forming part of By-Law No. 247 be hereby approved.
2. That the Chairman and Secretary-Treasurer are hereby authorized to sign the Contract and affix the Seal of the Regional District hereto and deliver the same as the Act of the Regional District.
3. That the said Contract be legal and binding on the date that it is registered in the Land Registry Office, Court House, Kamloops, British Columbia pursuant to Section 702A(4) of the Municipal Act.
4. This By-Law may be cited as the Regional District of Central Okanagan Land Use Contract By-Law No. 247, 1978.

READ THE FIRST TIME this 24th day of July, 19 78.  
READ THE SECOND TIME this 24th day of July, 19 78.  
READ THE THIRD TIME this 24th day of July, 19 78.

Contract subjected to Public Hearing pursuant to Section 702A of the Municipal Act this 20th day of July, 1978.

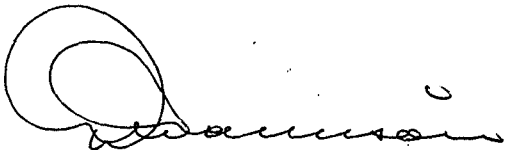
RECONSIDERED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 247 as read a Third time by the Central Okanagan Regional District on the 24th day of July 19 78.

Dated at Kelowna this 19th day of September 19 78.



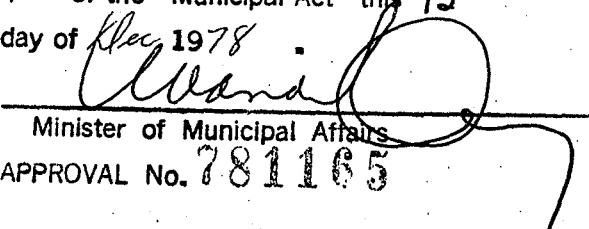
\_\_\_\_\_  
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 247 which was Reconsidered and Adopted by the Central Okanagan Regional District on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

Dated at Kelowna this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

\_\_\_\_\_  
Secretary-Treasurer

APPROVED pursuant to the provisions of section 798A of the "Municipal Act" this 13<sup>th</sup> day of Dec 1978.

  
\_\_\_\_\_  
Minister of Municipal Affairs  
APPROVAL No. 781165

SUBSTITUTE FORM C — PARTICULARS

Nature of charge(s):

Land Use Contract

Full name, postal address and telephone number of person presenting instrument for registration:

Address of person entitled to be registered if different from that shown in instrument:

As shown in instrument

Declared Value: \$

Signature of Applicant (Solicitor or Agent)

Land Registry Office  
use only.

LAND USE CONTRACT

THIS CONTRACT made the            day of July, A.D. 1978.

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN,

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

MARION ESTATES LTD., of 1344 Chartwell Drive,  
West Vancouver, British Columbia, and  
LOST LAGOON VENTURES CO. LTD., of 2318 Bellvue  
Avenue, West Vancouver, British Columbia;

(hereinafter called the "Landowner")

OF THE SECOND PART

WHEREAS the Regional District, pursuant to Section 702A and 798A of the Municipal Act, may, notwithstanding any by-law of the Regional District, 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 Landowner, 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 Regional Board 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 Regional Board of the Regional District have considered such criteria in arriving at the terms and conditions herein contained;

AND WHEREAS the Landowner has presented to the Regional District 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 Regional District and has requested that the Regional Board of the Regional District enter into this contract under the terms, conditions and for the consideration herein-after set forth;

AND WHEREAS the Land is within an area of the Regional District designated as a development area pursuant to Section 702A(2) of the Municipal Act, R.S.B.C. 1960;

AND WHEREAS if the Land is within a radius of one-half mile of a controlled access highway, the approval of the Minister of Highways of the Province of British Columbia to the terms hereof must be obtained;

AND WHEREAS the Regional District and the Landowner both acknowledge that the Regional Board of the Regional District cannot enter into this Contract, until the Regional Board has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless a majority of the Directors of the Regional Board present at the meeting at which the by-law to approve this Contract is adopted vote in favour of the Regional District entering into this Contract;

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

1. LANDOWNER

The Landowner is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of lands and premises, situate, lying and being in the Kelowna Assessment Area and Scotty Creek Irrigation District, in the Province of British Columbia and being more particularly known and described as:

Firstly: Lots 94 and 95, Osoyoos Division Yale District, Plan 25075; and  
Secondly: Lots 2 and 3, Section 12, Township 23, Osoyoos Division Yale District, Plan 20122 except those parts within Plans 22671 and 25075.

(herein called the "Land")

2. CONSENTS

The Landowner 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. INCORPORATIONS

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

4. COSTS

The Landowner shall pay to the Regional District on invoice by the Regional District, all legal, surveying and advertising costs incurred by the Regional District in the preparation and registration of this Contract.

4. COMPLIANCE

Except for the matters otherwise specifically provided for herein the Landowner shall comply with all of the by-laws of the Regional District as the same apply to the Land.

5. REPRESENTATIONS

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

6. SUBDIVISION

i) The Regional District agrees to permit the Landowner to subdivide the Land into not more than eighty-four (84) lots which save for such minor deviations as shall be approved by the Director of Planning for the Regional District, shall be strictly in compliance with the attached Plan marked Schedule "A", and no subsequent subdivision of the lots so created shall be permitted.

ii) The Landowner covenants and agrees with the Regional District to dedicate as road, the said Lot 94, O.D.Y.D., Plan 25075, to provide a second access to the Land all as shown on the attached Plan marked Schedule "A" with the location of the said road being subject to the approval of the Regional Approving Officer of the Ministry of Highways.



iii) The Landowner covenants and agrees that the final plan of subdivision shall show the proposed park and school sites as two (2) distinct parcels of land as shall be directed by the Regional District it being agreed and understood that in creating such two (2) distinct parcels of land, the Landowner shall not be required to construct a road to satisfy the access requirements of the Regional Approving Officer save for the 66 foot extension of road to provide access at the south-west corner of the proposed, combined park and school site.

iv) The Plan marked Schedule "A" referred to above shall be granted Preliminary Layout Approval by the Regional Approving Officer of the Ministry of Highways prior to re-consideration and adoption of Land Use Contract By-Law No. 247.

7. PERMITTED USES

The following uses and no others shall be permitted:

1. Single family residential;
2. The keeping of not more than two (2) boarders or lodgers in each dwelling unit.

8. PERMITTED BUILDINGS AND STRUCTURES

The following buildings and structures and no others shall be permitted:

1. One single family dwelling per lot;
2. Buildings and structures which are accessory to one family dwellings.

9. COVENANT

The Landowner shall, concurrently with registration of the relevant Plan of Subdivision in the Kamloops Land Registry Office, register a covenant under Section 24A of the Land Registry Act, in favour of the Regional District, and The Province of British Columbia and Scotty Creek Irrigation District against Lots 8, 9, 10, 51, 52, 67 - 73 inclusive and 78 - 81 inclusive, containing the following conditions:

- "1. Hereafter, no building shall be constructed with any area used

for habitation, business, or storage of goods damageable by floodwaters located at an elevation such that the underside of the floor system thereof is less than three (3) feet above the natural surrounding ground. In the case of a mobile home, the ground level on which it is located shall be no lower than three (3) feet above the natural surrounding ground.

2. The required elevation may be achieved by landfill, thereby raising the ground level on which any building is to be constructed, or mobile home located, or by structurally elevating the said habitable, business or storage area, or by a combination of both landfill and structural elevation, provided, that no area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the natural ground elevation the face of the landfill slope shall be adequately protected against erosion from flood flows.
3. The owner agrees to save harmless the Province of British Columbia, the Regional District of Central Okanagan and Scotty Creek Irrigation District in the event of any damage being caused by flooding to any building, improvement or other structure built, constructed, or placed upon the said lands and to any contents thereof.
4. The owner agrees to place and maintain flood insurance coverage with respect to any building, improvement, or structure built, constructed, or placed upon the said lands and to the contents thereof to the full insurable value thereof, at such time as an official provincial flood insurance program is made available by the Insurance Corporation of British Columbia, or as soon as any other similar insurance is available that is approved by the Province."

10. PARK DEDICATION

i) The Landowner agrees that, concurrently with registration of the Plan of Subdivision, it will transfer to the Regional District and to School District No. 23, respectively proposed Lots 82 and 83, as shown on Schedule "A" to be held by the Regional District and School District No. 23 as park and school sites.

ii) The Landowner further agrees, that it will, at its cost, develop

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

RECEIVED  
LAND TITLE OFFICE  
KAMLOOPS B.C.BY-LAW NO. LUCA-81-5

82 APR 21 11:22

Being a By-law of the Regional District to authorize the Regional District of Central Okanagan to enter into an Agreement Amending an Existing Land Use Contract

WHEREAS the Regional District of Central Okanagan pursuant to Section 717.1(2)(a) may amend a land use contract that is entered into and registered in a land title office subject to the terms and conditions therein set out;

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

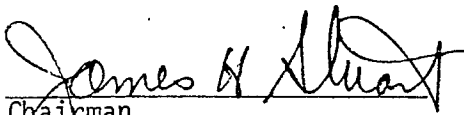
1. That the Land Use Contract between the Regional District of Central Okanagan and Marion Estates Ltd. and Lost Lagoon Ventures Co. Ltd., and Black Mountain Irrigation District dated the 12th day of January 1979 and registered in the Land Title Office at Kamloops under P2509 be amended by the Agreement attached hereto as Schedule "A" hereof.
2. That the Chairman and Secretary are hereby authorized to sign the Agreement attached hereto as Schedule "A" hereof and affix the seal of the Regional District thereto and deliver the same as the act and deed of the Regional District.
3. This By-law may be cited as "Regional District of Central Okanagan Land Use Contract Amendment By-law No. LUCA-81-5, 1981."

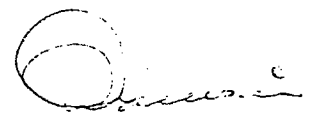
READ A FIRST TIME this 25th day of May 1981.

READ A SECOND TIME this 20th day of July 1981.

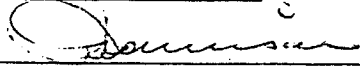
READ A THIRD TIME this 20th day of July 1981.

RECONSIDERED AND FINALLY ADOPTED this 15th day of February 1982


  
Chairman

  
Secretary

I hereby certify the foregoing is a true  
and correct copy of By-law No. LUCA-81-5  
as read a third time by the Central  
Okanagan Regional District on the 20th  
day of July 1981.

  
\_\_\_\_\_  
Secretary

I hereby certify the foregoing is a true  
and correct copy of By-law No. LUCA-81-5  
which was Reconsidered and Adopted by the  
Central Okanagan Regional District on the  
15th day of February 1982

  
\_\_\_\_\_  
Secretary

SCHEDULE "A"

THIS AGREEMENT made the     15th             day of February             1982 A.D.,

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN a regional district having its municipal offices at 540 Groves Avenue, in the City of Kelowna, Province of British Columbia

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

MARION ESTATES LTD. AND LOST LAGOON VENTURES CO. LTD., OF 1344 Chartwell Drive, West Vancouver, British Columbia, and BLACK MOUNTAIN IRRIGATION DISTRICT, of 285 Gray Road, Kelowna, British Columbia

(hereinafter collectively called the "Landowner")

OF THE SECOND PART

WHEREAS:

A. Marion Estates Ltd. and Lost Lagoon Ventures Ltd. are the registered owners in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, in the Province of British Columbia and being more particularly known and described as:

Lots 22, 23 and 24, Plan 30525, Sec 12, Tp 23, ODYD, and Lot A, Plan 30526, Sec 12, Tp 23, ODYD

(hereinafter called the "Land")

B. The Black Mountain Irrigation District is the registered owner in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, in the Province of British Columbia and being more particularly known and described as:

Lot 10, Plan 30525, Sec 12, Tp 23, ODYD

(hereinafter called the "Land")

C. The Regional District and the Landowner have entered into a certain Land Use Contract dated the 12th day of January 1979 registered in the Land Title Office at Kamloops under number P2509; (hereinafter called the "Land Use Contract").

D. The Regional District and the Landowner now wish to modify certain terms and conditions of the Land Use Contract as hereinafter set out;

E. Section 717.1 of the Municipal Act R.S.B.C. 1979, Chapter 290 and amendments thereto provides that a land use contract that is entered into and registered in the Land Title Office may be amended by the agreement of the Regional Board

and the Owner of a parcel of land against which the contract is registered if the amendment is consented to by every person who has a registered interest in the lands and so long as the amendment is undertaken by by-law;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the conditions and covenants hereinafter set forth the Regional District and the Landowner covenant and agree, each with the other, that the Land Use Contract be and is hereby modified in the following aspects, that is to say:

1. That paragraph 6(i) of the Land Use Contract be amended by adding the following words thereto:

"save and except Lots 22, 23 and 24, ODYD Plan 30525 and Lot A, ODYD, Plan 30526 which may be further subdivided for single family residential use subject to approval by the Regional District and the Approving Officer for the Ministry of Highways and the relevant provisions of this Land Use Contract shall apply to any lots created by such further subdivision, and shall be in substantial compliance with the attached Plan marked Annexure "1".

2. That Paragraph 7(1) of the Land Use Contract is to be deleted and the following substituted therefore:

(1) "Single family residential save and except for Lot 10, Plan 30525 which may also be used by Black Mountain Irrigation District for the construction and development of water wells."

3. That Paragraph 8(1) of the Land Use Contract is to be deleted and the following substituted therefore:

(1) "One single family dwelling per lot save and except for Lot 10, Plan 30525 on which may also be permitted the construction of not more than two pump houses and the installation of related equipment provided that such construction and installation shall be completed and landscaped and/or fenced to the satisfaction of the Director of Planning for the Regional District to insure its compatibility with surrounding residential uses."

4. That Paragraph 11 of the Land Use Contract is to be deleted and the following substituted therefor:

"The Landowner agrees to construct a 2 metre high chain link fence along the westerly and northerly boundaries of the land."

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

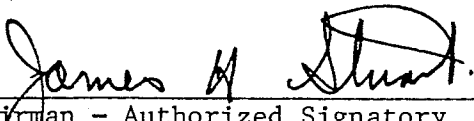
6. Where the singular or masculine is used herein the same shall be construed as including the feminine, plural, body politic or body corporate where the context or the parties so require.

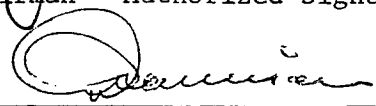
This Contract was adopted by an affirmative vote of a simple majority of the members of the Regional Board of the Regional District present at the meeting at which the by-law to authorize this Contract was adopted by the Regional

Board of the Regional District on the 15th day of February, 1982

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN was hereunto affixed in the presence of:

  
Chairman - Authorized Signatory

  
Secretary - Authorized Signatory

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: 

WILLIAM J. THIESSEN  
BARRISTER & SOLICITOR  
103 - 1610 BERTRAM ST.  
KELOWNA, B.C. V1Y 2G4

as to the signature of Mary Louise Holitzki

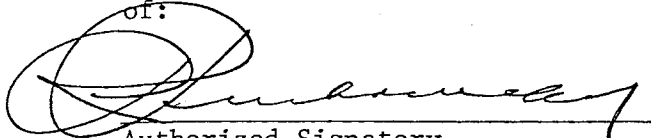
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

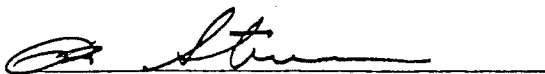
WITNESS: 

WILLIAM J. THIESSEN  
BARRISTER & SOLICITOR  
103 - 1610 BERTRAM ST.  
KELOWNA, B.C. V1Y 2G4

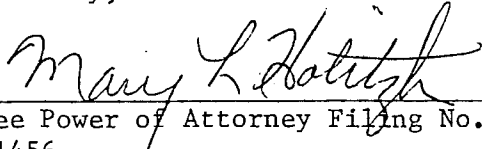
as to the signature of Mary Louise Holitzki

THE CORPORATE SEAL OF BLACK MOUNTAIN IRRIGATION DISTRICT was hereunto affixed in the presence of:

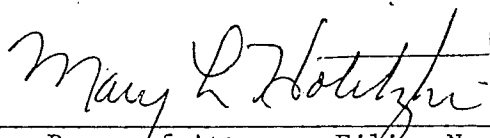
  
Authorized Signatory

  
Authorized Signatory

MARION ESTATES LTD. by its lawful Attorney, MARY LOUISE HOLITZKI

  
See Power of Attorney Filing No. Q1456

LOST LAGOON VENTURES CO. LTD.  
by its lawful Attorney, MARY LOUISE HOLITZKI

  
See Power of Attorney Filing No. Q1457

## PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the  
at KELOWNA

10<sup>th</sup> day of ~~JULY~~ AUGUST, 19 81,  
in British Columbia,

(\*whose identity has been proved by the evidence on oath of— A. T. Harrison

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of REGIONAL DISTRICT OF CENTRAL OKANAGAN and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at KELOWNA, BRITISH COLUMBIA

this 10<sup>th</sup> day of ~~JULY~~ AUGUST, 19 81.

† William J. Thieszen  
A Commissioner for taking affidavits for British Columbia

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

PAPCO FORM NO. LTA 6

## LAND TITLE ACT

Form 6  
(Section 46)

## PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the  
at KELOWNA

28<sup>th</sup> day of JULY, 19 81,  
in British Columbia,

(\*whose identity has been proved by the evidence on oath of— PHIL RUSKOWSKY

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of BLACK MOUNTAIN IRRIGATION DISTRICT and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at KELOWNA, BRITISH COLUMBIA

this 28<sup>th</sup> day of JULY, 19 81.

† William J. Thieszen  
A Commissioner for taking affidavits for British Columbia

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.



# STATUTORY DECLARATION WHERE ATTORNEY IS NOT A CORPORATION

I, MARY LOUISE HOLITZKI

, of Kelowna

, in

British Columbia, make oath and say:

1. I am the attorney for \* LOST LAGOON VENTURES CO. LTD.  
under a power of attorney filed under the LAND TITLE ACT.
2. I am the person who subscribed the name of \* LOST LAGOON VENTURES CO. LTD.  
and my name in the instrument as a transferor.
3. ~~At the time of the execution of the instrument the power of attorney had not been revoked by or on~~  
~~behalf of \*~~ \_\_\_\_\_, and I had not  
~~received any notice or information of the death, disability or bankruptcy of \*~~ \_\_\_\_\_

Or, if the principal of the power of attorney is a corporation, substitute for 3 above:

3. At the time of execution of the instrument the power of attorney had not been revoked by or on  
behalf of \* LOST LAGOON VENTURES CO. LTD., that \* LOST LAGOON VENTURES  
CO. LTD.  
is legally entitled to hold and dispose of land in British Columbia, and I had not received any notice  
or information of the bankruptcy or dissolution of \* LOST LAGOON VENTURES CO. LTD.
4. I know the contents of the instrument and subscribed the name of \* LOST LAGOON VENTURES CO.  
LTD.  
to it voluntarily as the free act of the transferor.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at

KELOWNA

in British Columbia, this

10<sup>TH</sup>

day

of

✓ MARY LOUISE HOLITZKI

19

81

WILLIAM J. THIESSEN

†

A Commissioner for taking affidavits  
for British Columbia

*Mary L Holitzki*

\*Name of principal.

†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

NOTE: There must also be compliance with section 43 or 44.

# STATUTORY DECLARATION WHERE ATTORNEY IS NOT A CORPORATION

I, MARY LOUISE HOLITZKI, of Kelowna,

, in

British Columbia, make oath and say:

1. I am the attorney for \* MARION ESTATES LTD.  
under a power of attorney filed under the LAND TITLE ACT.
2. I am the person who subscribed the name of \* MARION ESTATES LTD.  
and my name in the instrument as a transferor.
3. ~~At the time of the execution of the instrument the power of attorney had not been revoked by or on~~  
~~behalf of \*~~ \_\_\_\_\_, ~~and I had not~~  
~~received any notice or information of the death, disability or bankruptcy of \*~~ \_\_\_\_\_

Or, if the principal of the power of attorney is a corporation, substitute for 3 above:

3. At the time of execution of the instrument the power of attorney had not been revoked by or on  
behalf of \* MARION ESTATES LTD., that \* MARION ESTATES LTD.

is legally entitled to hold and dispose of land in British Columbia, and I had not received any notice  
or information of the bankruptcy or dissolution of \* MARION ESTATES LTD.

4. I know the contents of the instrument and subscribed the name of \* MARION ESTATES LTD.  
to it voluntarily as the free act of the transferor.

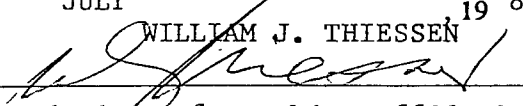
And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the  
same force and effect as if made under oath.

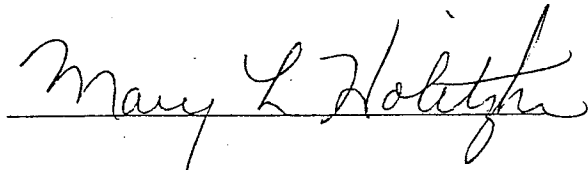
Declared before me at KELOWNA

in British Columbia, this 10<sup>TH</sup> day

of JULY 19 81

of WILLIAM J. THIESSEN

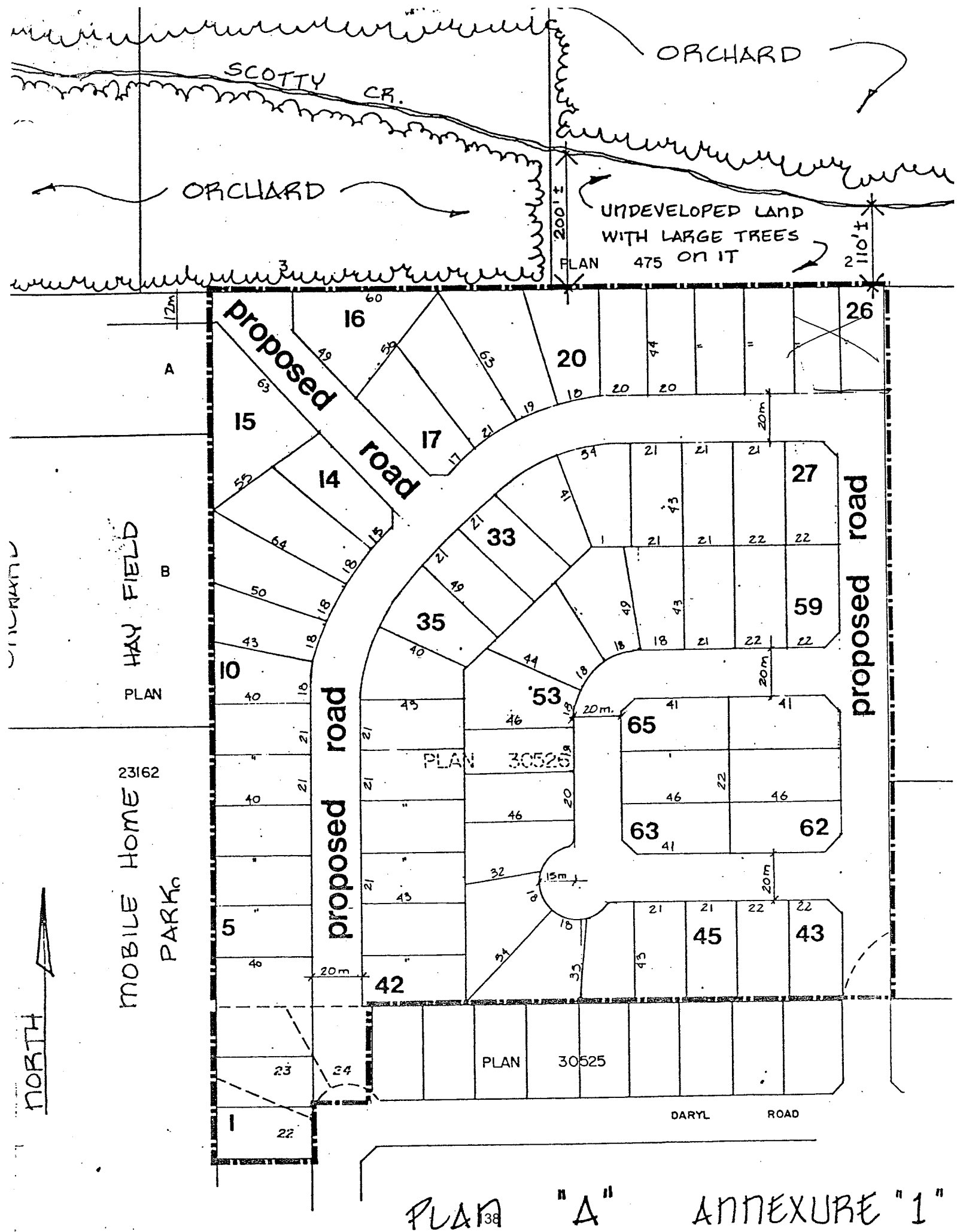
†   
A Commissioner for taking affidavits  
for British Columbia



\*Name of principal.

†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

NOTE: There must also be compliance with section 43 or 44.



REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. LUCA-84-12

Being a Bylaw of the Regional District to authorize the Regional District of Central Okanagan to enter into an Agreement amending an existing Land Use Contract

WHEREAS the Regional District of Central Okanagan pursuant to Section 717.1(2)(a) may amend a land use contract that is entered into and registered in a land title office subject to the terms and conditions herein set out;

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. That the Land Use Contract between the Regional District of Central Okanagan and Marion Estates Ltd. and Lost Lagoon Ventures Co. Ltd. dated the 12th day of January, 1979 and registered in the Land Title Office at Kamloops under number P2509 be amended by the Agreement attached hereto as Schedule "A" hereof.
2. That the Chairman and Secretary are hereby authorized to sign the Agreement attached hereto as Schedule "A" hereof and affix the seal of the Regional District thereto and deliver the same as the act and deed of the Regional District.
3. This Bylaw may be cited as "Regional District of Central Okanagan Land Use Contract Amendment Bylaw No. LUCA-84-12, 1984."

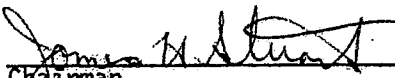
READ A FIRST TIME this 13th day of August 1984

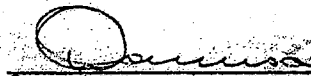
SUBJECTED TO PUBLIC HEARING this 13th day of September 1984

READ A SECOND TIME this 24th day of September 1984

READ A THIRD TIME this 24th day of September 1984

RECONSIDERED AND ADOPTED this 7th day of January 1985

  
Chairman

  
Secretary



I hereby certify the foregoing is a true and correct copy of Bylaw No. LUCA-84-12  
as read a third time by the Central Okanagan Regional District on the 24th  
day of September 1984

  
Secretary

I hereby certify the foregoing is a true and correct copy of Bylaw No. LUCA-84-12  
which was Reconsidered and Adopted by the Central Okanagan Regional District  
on the 7th day of January 1985

  
Secretary

APPROVED pursuant to the provisions of section  
914 of the "Municipal Act" this  
25<sup>th</sup> day of Oct. 1984.

  
Minister of Municipal Affairs

APPROVAL No. 841126

SCHEDULE "A"

X 7614

RECEIVED  
LAND TITLES OFFICE  
KAMLOOPS, B.C.

THIS AGREEMENT made the 7th day of January, 1985, A.D.,

BETWEEN:

85 FEB -0 13:17

Regional District of Central Okanagan a regional district having its municipal office at 540 Groves Avenue, in the City of Kelowna, Province of British Columbia

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

Margaret Dorothy Sumner, R.R.#2, 4750 Bulman Road, in the City of Kelowna, Province of British Columbia

(hereinafter called the "Landowner")

OF THE SECOND PART

WHEREAS:

A. Margaret Dorothy Sumner is the registered owner in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, in the Province of British Columbia and being more particularly known and described as:

Lot 16, Plan 33240, Section 12, Township 23, ODYD

(hereinafter called the "Land")

B. The Regional District and the Landowners have entered into a certain Land Use Contract dated the 12th day of January, 1979 registered in the Land Title Office at Kamloops under number P2509.

(hereinafter called the "Land Use Contract")

C. The Regional District and the Landowners now wish to modify certain terms and conditions of the Land Use Contract as hereinafter set out;

D. Section 717.1 of the Municipal Act R.S.B.C. 1979, Chapter 230 and amendments thereto provides that a land use contract that is entered into and registered in the Land Title Office may be amended by the agreement of the Regional Board and the Owners of a parcel of land against which the contract is registered if the amendment is consented to by every person who

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PAID-BCE KAMLOOPS LTO  
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10.00  
JAN 09/02/85

LAND TITLE ACT  
Form 1 (Section 38)  
MEMORANDUM OF REGISTRATION  
Registered on application received on  
the day and at the time written hereon

J.C. Groves, Registrar,  
Kamloops Land Title Office



has a registered interest in the lands and so long as the amendment is undertaken by bylaw;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the conditions and covenants hereinafter set forth the Regional District and the Landowner covenant and agree, each with the other, that the Land Use Contract be and is hereby modified in the following aspects, that is to say:

1. That paragraph 6(i) of the Land Use Contract be amended by adding the following words thereto:

"Save and except Lot 16, Plan 33240, Section 12, Township 23, ODYD which may be further subdivided into two lots, and which shall be in substantial compliance with the attached plan marked Annexure "1"."

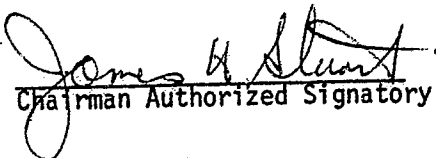
2. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.


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

This Contract was adopted by an affirmative vote of a simple majority of the members of the Regional Board of the Regional District present at the meeting at which the bylaw to authorize this Contract was adopted by the Regional Board of the Regional District on the 7th day of January 19 85

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF REGIONAL  
DISTRICT OF CENTRAL OKANAGAN  
was hereunto affixed in the  
presence of:

  
Chairman Authorized Signatory

  
Secretary Authorized Signatory

SEAL



SIGNED, SEALED AND DELIVERED

on the 30 day of

JANUARY 1965

A.D. in the presence of:

R.P. RUNNALLS.

Name:

[Signature]

Margaret Sumner  
Margaret D. Sumner

Address: 2-1470 WATER ST.

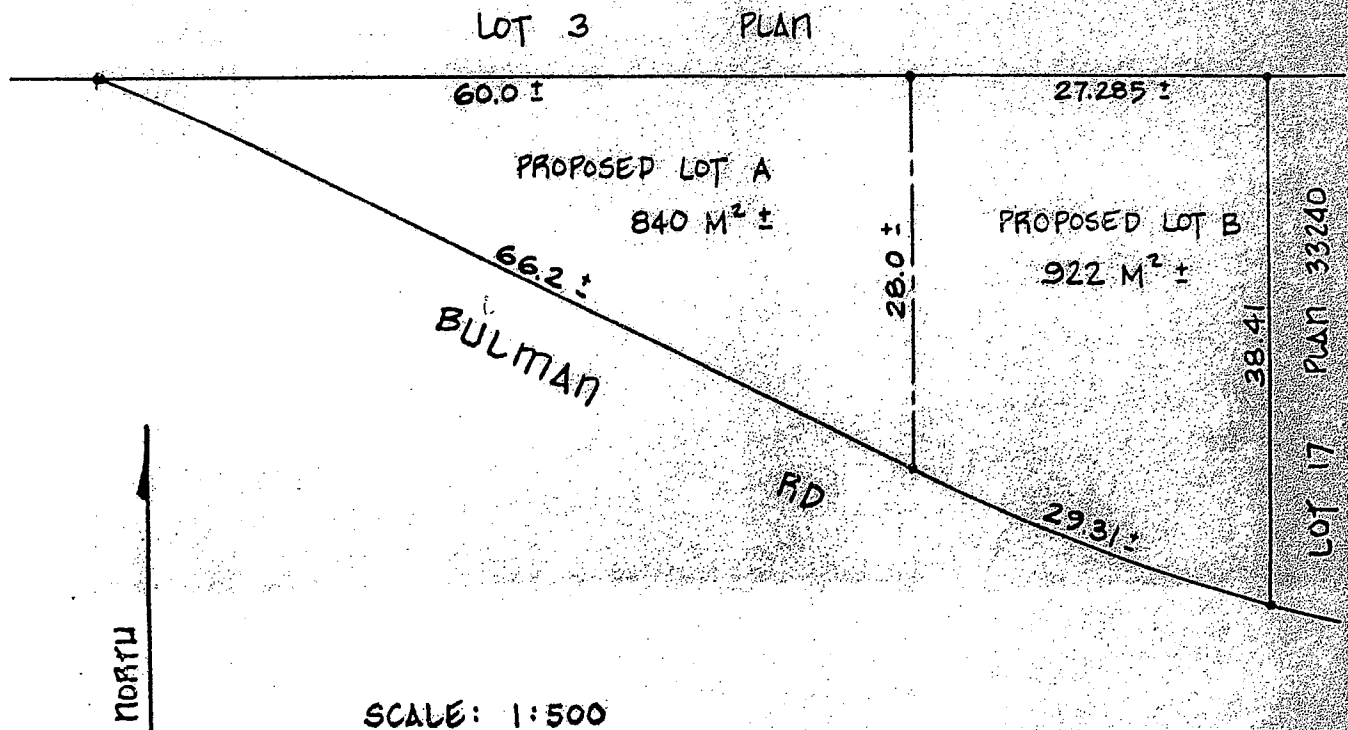
KELOWNA, B.C.

Occupation: B.C. LAND SURVEYOR.



# PROPOSED SUBDIVISION

LOT 16, SEC. 12, TP 23, PLAN 33240 ODYD

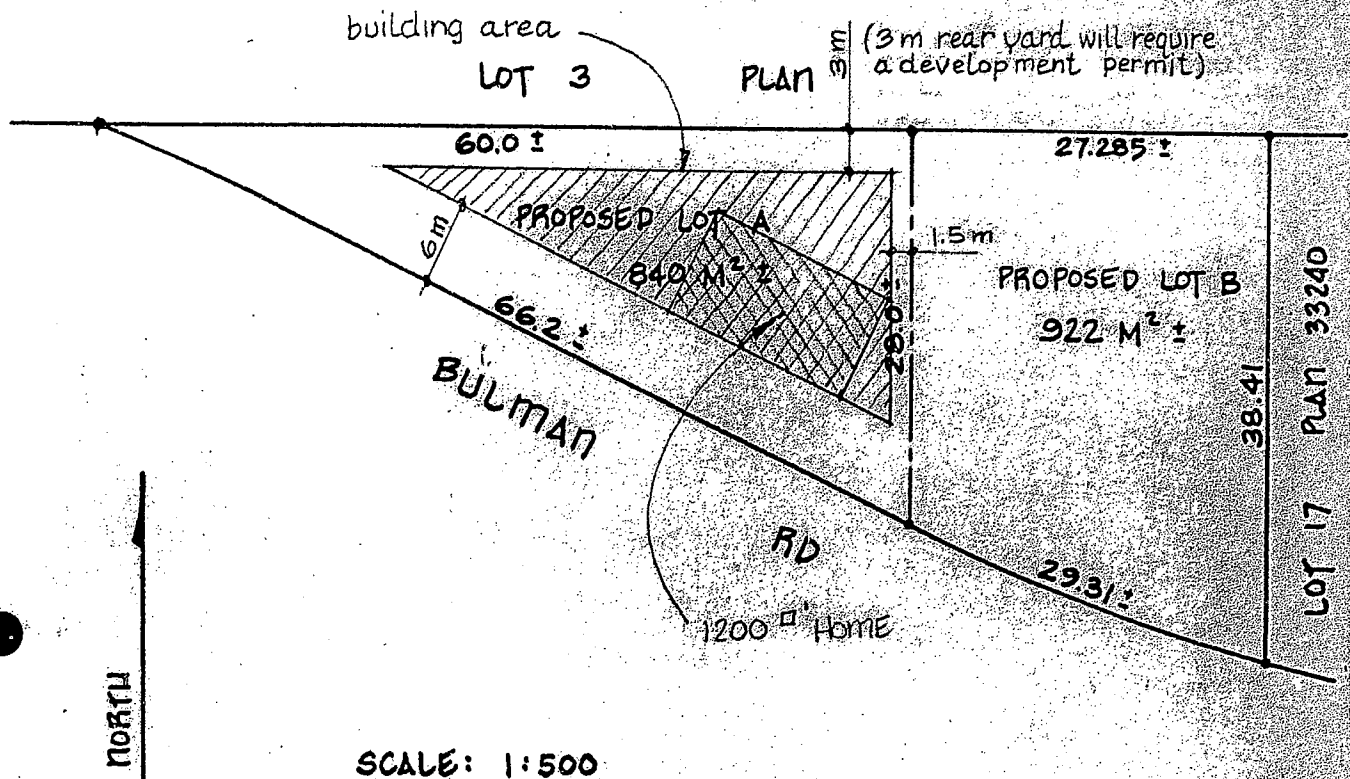


## ANNEXURE "1"

FORMING PART OF SCHEDULE "A" OF LAND USE CONTRACT AMENDMENT BY-LAW # LUCA-84-12

# PROPOSED SUBDIVISION

● LOT 16, SEC. 12, TP 23, PLAN 33,240 ODYD



## ANNEXURE "1"

● FORMING PART OF SCHEDULE "A" OF LAND USE CONTRACT AMENDMENT BY-LAW \* LUCA-84-12

# Regional Board Report

**TO:** Regional Board

**FROM:** Murray Kopp  
Director, Parks Services

**DATE:** June 14, 2019

**SUBJECT:** Woodhaven Nature Conservancy Regional Park – UBC/RDCO Memorandum of Understanding and Lease Agreement Renewal

**Voting Entitlement:** *All Directors – Weighted Vote – Simple Majority – LGA 210.2*

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**Purpose:** To seek approval from the Regional Board to renew both a Memorandum of Understanding (MoU) and Lease Agreement (Lease) with the University of British Columbia (UBC) for the facilities at the 969 Raymer Road parcel of Woodhaven Nature Conservancy Regional Park (Woodhaven).

## Executive Summary:

The Regional District and UBC-Okanagan Campus Faculty of Creative and Critical Studies, in 2013, entered into a MoU and Lease agreement for use of park facilities at the park's 969 Raymer Road property (Eco Cultural Centre). The intent of the agreements were to develop a partnership, integrate academia into Regional Parks, and to create a joint opportunity to widen the spectrum on the delivery of public programming, particularly in the area of ecological art. In addition, UBC intends to continue with an artist-in-residence and visiting artist program with a unique outreach focus and development of the student and to the community. The agreements were renewed in 2016 and are due for renewal at the end of June this year. The partnership is continuing to grow with expectations to more deeply engage in community activities, and develop connections to other faculties over the next 3 year term.

## RECOMMENDATION #1:

THAT the Regional Board approve the renewal of the Memorandum of Understanding with the University of British Columbia for a three-year term from June 2019 – 2022 for the delivery of an Artist-in-Residence Program within a portion of Woodhaven Nature Conservancy Regional Park located at 969 Raymer Road.

## RECOMMENDATION #2:

THAT the Regional Board approve the renewal of the Lease Agreement for a three-year term from June 2019 – 2022 with the University of British Columbia for the delivery of an Artist-in-Residence Program within a portion of Woodhaven Nature Conservancy Regional Park located at 969 Raymer Road as described in Schedule 'A' of the Lease Agreement attached to this report.

Respectfully Submitted:



Murray Kopp, Director – Parks Services

Approved for Board's Consideration



Brian Reardon, CAO

*Prepared by: Wayne Darlington, Manager – Park Planning & Capital Projects*

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### Implications of Recommendation:

Strategic Plan:	The partnership with UBC is consistent with the Regional District's Strategic Priorities, provide proactive and responsive governance, ensure asset service and financial sustainability, protect and promote our environment and lifestyle, and champion communications and engagement.
General:	Safety and security of the lands and infrastructure of Woodhaven Nature Conservancy Regional Park will be greatly enhanced through UBC's presence and operation on the leased portion of the lands.
Financial:	It is anticipated that the Regional District will see minor financial savings as a result of UBC being responsible for minor maintenance, property security/presence, lease hold improvements, and utilities.
Policy:	In respect of lease holder privacy and rights the lease agreement waives portions of the Regional Parks Regulatory Bylaw #1427 that may infringe upon those lease holder rights.
Legal/Statutory Authority:	As per the land title act a portion of land may not be leased for a period of more than 3 years without invoking subdivision of those lands. Therefore since only a portion of the lands are to be leased to UBC the maximum number of years for a lease term is 3 years.

### Background:

The Regional District and UBC have had a long standing relationship with Woodhaven which dates back to 2010 where a number of Eco Art Incubator projects were delivered in a manner that left no impacts to the park and environment. This relationship then grew to include a MoU and Lease arrangement in 2013 for a portion of the parks 969 Raymer Road property. These agreements provided details on the rationale for the partnership and the ability for UBC to operate their programming.

Since 2013, UBC has named the facility at Woodhaven the Woodhaven Eco Cultural Centre a moniker for the programs and events that are being delivered in partnership with the Regional District, centred on Eco Art and an Artist-in-Residence program. Over the 6 years of partnership a number of programming activities has taken place, everything from poetry readings, to music events, public art workshops and elementary school programming.

The program model relies on suitable graduate students to be a part of an Artist-in-Residence program on the property. These students as part of their curriculum will have the expectation of including public programming and education in their residency, following the overarching main objectives for both UBC and Regional District.

The main objectives of UBC for delivery of the program are to:

- (a) develop and highlight the Interdisciplinary Graduate Studies MA and PhD as well as MFA graduate programs;
- (b) contribute to UBC Okanagan Campus sustainability initiatives;
- (c) contribute to UBC Okanagan Campus research into eco-cultures; and
- (d) build connections between UBC and the local community.

The main objectives of the Regional District for supporting and delivery of the Program are to:

- (e) utilization of RDCO facilities in the Park that is consistent with RDCO and RDCO Parks Services overall strategic objectives;
- (f) engage the public in environmental education through ECO-Art;
- (g) aid in expanding a greater diversity of programming for the residents of the RDCO;
- (h) build connections between RDCO and the higher level educational community; and
- (i) foster continued local community support for RDCO Park Services initiatives.

In addition to the main objectives identified for both the Regional District and UBC, both parties have agreed that over the next 3 years we will focus on improving the partnership and delivery of community programming and develop cross faculty connections for potential expansion of the connection to academia to Woodhaven and the greater Regional Park system.

In conclusion, the MoU provides guidance to the Regional District and UBC on the purpose, objectives, and activities related to the Artist-in-Residence partnership. The lease agreement provides the legal mechanism and identifies the responsibilities for both parties over the lease area. This partnership directly links to both the corporate and departmental strategic objectives for the Regional District and to other national initiatives such as Parks for All and connecting our residents to nature.

### **Alternative Recommendation:**

No alternative recommendation provided.

### ***Considerations not applicable to this report:***

- *Organizational*

Attachment(s):

- 2019-2022 UBC/RDCO Lease Agreement
- 2019-2022 UBC/RDCO Memorandum of Understanding Agreement



## MEMORANDUM OF UNDERSTANDING

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

### BETWEEN

**THE UNIVERSITY OF BRITISH COLUMBIA**, a British Columbia university continued under the *University Act*, RSBC 1996, c 468, with an address at 107 - 6328 Memorial Road, Vancouver, BC V6T 1Z2 ("**UBC**")

### AND

**THE REGIONAL DISTRICT OF CENTRAL OKANAGAN**, a regional district continued under the *Local Government Act*, RSBC 1996, c 323, with an address at 1450 KLO Road, Kelowna, BC V1W 3Z4 ("**RDCO**")

## 1. PURPOSE

RDCO owns an area adjacent to the Woodhaven Nature Conservancy Regional Park, which has been designated by RDCO as a regional park (the "**Park**"). The residential buildings located within the Park (the "**Buildings**") are not needed for use by RDCO, so an opportunity exists to find creative alternative uses for these Buildings.

UBC and RDCO wish to continue to collaborate to maintain an artists-in-residence program (the "**Program**") that will utilize the Buildings and surrounding areas in the Park to establish a centre of ecology, arts, culture and research. The Program will allow scholars an opportunity to pursue their academic studies within a unique natural environment, while giving UBC an opportunity to build important connections with the local community.

This MOU establishes the guiding principles for the relationship between UBC and RDCO for the continuation of the Program, and evaluation of the Program to guide future collaboration between UBC and RDCO with regard the use of the Buildings. The Program will run for two years, from July 1, 2019 to June 30, 2022.

## 2. OBJECTIVES

**2.1. UBC Objectives** - UBC wishes to continue a residency program for graduate students, post-doctoral students, and visiting scholars and artists ("**Participants**"). Participants will take residence in the Buildings to retreat, conduct research and art projects, and generally engage in an interdisciplinary setting to support the goals of the UBC Okanagan Campus. Specific objectives in establishing the Program are to:

- (a) develop and highlight the Interdisciplinary Graduate Studies MA and PhD as well as MFA graduate programs;
- (b) contribute to UBC Okanagan Campus sustainability initiatives;





- (c) contribute to UBC Okanagan Campus research into eco-cultures; and
- (d) build connections between UBC and the local community.

**2.2. RDCO Objectives** - RDCO objectives in establishing the Program are to:

- (a) utilization of RDCO facilities in the Park that is consistent with RDCO and RDCO Parks Services overall strategic objectives;
- (b) engage the public in environmental education through ECO-Art;
- (c) aid in expanding a greater diversity of programming for the residents of the RDCO;
- (d) build connections between RDCO and the higher level educational community; and
- (e) foster continued local community support for RDCO Park Services initiatives.

**3. ACTIVITIES**

**3.1. UBC** - Each prospective participant will apply for acceptance into the Program, and if accepted by UBC, will take residence in the Buildings subject to terms and conditions established by UBC. Each Participant will conduct research projects around arts, environment and education, as will have been set out in the Participants application to the Program. Such projects may include Eco Art presentations, exhibits, displays or art sessions of the research projects, which the Program will display for the general public three times per year.

The parties envisage that over time a gallery of Program art will be developed. However, recognizing that ownership of Participants' art remains with each Participant, contribution of any piece of art to such a gallery will be subject to agreement of the particular Participant. UBC will endeavour to contribute to any gallery to the extent that it is able.

Evaluation of the applications and determination of which applications are successful will be in the sole discretion of UBC.

**3.2. RDCO** - RDCO will continue to develop the Park in accordance with its mission, but will have regard to the Program and presence of Participants in the Buildings when considering and implementing any development. The RDCO's development of the Park will be consistent with the Park Management Plan consisting primarily of a trail loop, signage and access improvements.

**4. CONSULTATION**

UBC and RDCO will each ensure that they will continue to monitor how their activities within the Park may affect the other, and will be active in engaging with each other to share future plans or activities as appropriate through twice-yearly meetings in December and April. In addition, both the RDCO and UBC shall immediately upon signing this agreement, provide the other a primary contact to maintain relations and planning of joint and independent programming.





## **5. EVALUATION**

The parties will review and evaluate the Program at the end of the term. Each party may establish criteria and metrics to evaluate the success of the program with respect to their own institutional goals.

The parties will, six months prior to the end of the term, meet and discuss the results of any internal evaluation, and will also discuss the success of the Program in meeting the objectives set out in this MOU.

## **6. INTELLECTUAL PROPERTY**

RDCO acknowledges and agrees that UBC owns all right, title and interest in and to any and all knowledge, know-how, technique(s), technology or other intellectual property which are conceived, invented, developed, improved or acquired by UBC during the Program.

RDCO and UBC agree that any use of the other party's logos, trademarks, marks or copyright will be according to the standards of each party and subject to obtaining prior written consent.

## **7. TERM**

This MOU will remain in effect until June 30, 2022, but is terminable by either party on not less than 90 days' notice to the other, provided the date of termination of such notice is coincident with the end of the then current tenancies of Participants.

The parties intend that this Program will extend beyond this initial pilot period. After evaluating the success of the Program and having discussions as set out in Article 0 above, the parties will enter into good faith negotiation to reach agreement to continue this Program under such terms as may be then negotiated.

## **8. BINDING EFFECT**

This MOU is not a contract and does not create legally binding obligations between the parties, except for Article 7 – Intellectual Property, which is binding on the parties.

## **9. CONTACTS**

The primary contacts for all matters arising under this MOU are:

(a) for UBC:

Yale Loh  
Treasurer  
Treasury  
The University of British Columbia  
Koerner Library 6<sup>th</sup> Floor  
1958 Main Mall, Vancouver BC  
Ph. (604) 827-2090  
Email: [yale.loh@ubc.ca](mailto:yale.loh@ubc.ca)





(b) and for RDCO:

Murray Kopp  
Director - Parks Services  
Regional District of Central Okanagan  
1450 K.L.O. Road  
Kelowna, BC V1W 3Z4  
Ph. (250) 469-6232  
Email: [murray.kopp@cord.bc.ca](mailto:murray.kopp@cord.bc.ca)

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date first set out above.

**THE UNIVERSITY OF BRITISH COLUMBIA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

# Lease Agreement

THIS LEASE AGREEMENT (the “**Lease**”) dated this \_\_\_\_ day of \_\_\_\_\_, 2019

## BETWEEN:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**, a regional district continued under the Local Government Act, RSBC 1996, c 323, with an address at 1450 KLO Road, Kelowna, BC V1W 3Z4

(“**RDCO**”)

## AND:

**THE UNIVERSITY OF BRITISH COLUMBIA**, a British Columbia university continued under the *University Act*, RSBC 1996, c 468, with an address at 224 - 6328 Memorial Road, Vancouver, BC V6T 1Z2

(“**UBC**”)

## 1. **DEFINITIONS**

In this Lease:

- (a) “**Additional Costs**” means the following operating costs:
  - (i) other than as otherwise set out herein, all costs and expenses from time to time incurred by or levied on the RDCO in respect of maintaining, cleaning, heating, lighting, air conditioning and ventilating the Building and any fixtures and appurtenances thereof and any improvements thereto;
  - (ii) all utility charges from time to time levied on the Building; and
  - (iii) the cost of garbage pickup for the Leased Premises;but excluding the RDCO’s required repairs as set out in paragraph 6(b) and any other items not expressly included to be the responsibility of UBC in this paragraph 1(a) or otherwise in this Lease.
- (b) “**Building**” means the buildings which are shown in yellow on Schedule A located on the Lands;
- (c) “**Lands**” means the property at 969 Raymer Road, Kelowna, BC and legally described as: Lot A District Lots 579 and 580A SDYD Plan 16786 Except Plans 18912 and 19984;
- (d) “**Leased Premises**” means the Buildings, the road shown in red on the Lands and the area outlined in red on the Lands all as shown on attached Schedule A;
- (e) “**MOU**” means the Memorandum of Understanding made by the parties and dated the 1<sup>st</sup> day of July, 2019;

- (f) **“RDCO Bylaws”** means Regional District of Central Okanagan Bylaw No. 1427 Consolidated and appended hereto as Schedule B as amended, replaced or supplemented from time to time; and
- (g) **“Rent”** means the rental described in paragraph 4 herein.

**2. DEMISE**

In consideration of the rents, covenants, warranties and representations herein contained, the RDCO does lease to UBC the Leased Premises.

**3. TERM**

UBC may occupy the Leased Premises from July 1, 2019 to and including June 30, 2022 (the **“Term”**).

**4. RENT**

**4.1.** The Rent shall be the total sum of \$1.00.

**4.2.** UBC shall, upon execution of this Lease, prepay to the RDCO the rent in its entirety in the sum of \$1.00.

**5. UBC’S COVENANTS**

UBC covenants with the RDCO as follows:

- (a) To pay promptly all charges for gas, electricity, internet, cable, telephone service, fuel and any other utilities supplied to or used by UBC or consumed in the Leased Premises;
- (b) To keep the Leased Premises in a neat and tidy condition and free from pests, insects and vermin and to provide UBC’s own janitorial services for maintaining the condition of the Leased Premises;
- (c) Except for any repairs that are the responsibility of the RDCO as set out in this Lease, to keep and maintain in good repair the Leased Premises and all fixtures, fittings and improvements therein from time to time and the RDCO may enter and view the state of repair. UBC will repair according to notice; however, failure of the RDCO to give notice shall not relieve UBC from its obligation to keep and maintain in good repair;
- (d) If UBC fails to repair in accordance with these provisions, the RDCO, its agents or employees may enter the Leased Premises and make the required repairs and for that purpose the RDCO may bring and leave upon the Leased Premises all necessary tools, materials and equipment and the RDCO shall not be liable to UBC for inconvenience, annoyance or loss of business or any injury or damages suffered by UBC by reason of the RDCO effecting such repairs, unless caused by the negligence of the RDCO, and the cost of such repairs shall be borne by UBC, who shall pay such costs to the RDCO forthwith upon demand;

- (e) To keep the Leased Premises adequately heated to prevent damage from frost or freezing;
- (f) Not to allow any waste or damage, disfiguration or injury to the Leased Premises;
- (g) Not to allow on to the Leased Premises any land fill, environmentally sensitive substances, P.C.B.'s, toxins or any other materials or substances which will or may materially affect the development, use or marketability of the Leased Premises or the Lands;
- (h) To notify the RDCO immediately if UBC becomes aware of any damage by fire or accident in the Leased Premises or any malfunctioning of any heating, electrical, plumbing, mechanical or ventilating system in the Building;
- (i) Not to make any substantial alterations or additions to the Leased Premises without obtaining the RDCO's prior written consent, such consent not to be unreasonably withheld or delayed;
- (j) UBC shall be responsible for any loss or damage whatsoever caused to the Building owing to the leakage or escape of any water, gas or other substance from any pipes, machinery or equipment used for the purposes of servicing the Leased Premises or any machinery or equipment installed or put therein by UBC whatsoever;
- (k) To comply at its own expense with all the requirements of federal, provincial and municipal laws and by laws relating to the Leased Premises except for the following sections of the RDCO Bylaws which the parties agree shall not apply in relation to the Leased Premises: 3(a)(b), 4 (a), 6(e), 7, 9, 10(a), 9(a-n), 11 (a-i), 12 and Schedule A of Bylaw No. 1428 and any amendments, replacements or supplements to the RDCO Bylaws generally which are inconsistent with the rights granted to UBC under the terms of this Lease or the MOU;
- (l) Not to allow any liens to attach to the Lands;
- (m) To implement a double locking system on the gate so that each of UBC and RDCO can use their own key to open the gate without the participation of the other and RDCO's access to the Leased Premises shall be on the terms and conditions set out in this Lease. RDCO shall be responsible for the cost of the double-locking system;
- (n) To deliver up the Leased Premises upon the expiry of the Term, or any renewals thereof, or such other earlier termination of this Lease;
- (o) UBC further covenants that it will not, upon expiration or sooner termination of this Lease, leave upon Leased Premises any rubbish or waste material and will leave the Leased Premises in a clean and tidy condition;
- (p) To indemnify and save harmless the RDCO from and against any and all actions, claims, costs, expenses, damages, losses or fines incurred or suffered by the RDCO by reason of:

- (i) any breach, violation, non-observance or non-performance by UBC of any of UBC's obligations set out in this Lease;
- (ii) damage or injury to persons or property arising from any acts or omission of UBC or any sub tenant, agent, contractor, employee, invitee or licensee of UBC;
- (iii) the RDCO observing, performing, exercising or enforcing any covenant, agreement, right or remedy of the RDCO hereunder.

Notwithstanding any other provision in this Lease, the parties agree that UBC shall not be responsible for any loss, damage or breach of this Lease if such event occurs as a result of a person who is not an invitee or a person permitted by UBC to be on the Leased Premises and is not someone for whom UBC is responsible in law.

- (q) To maintain the access road portion of the Leased Premises including snow removal;
- (r) To maintain the yard area of the Leased Premises including mowing, and yard cleanup, but excluding tree maintenance described in paragraph 6(f); and
- (s) To allow RDCO unrestricted access along the road which is part of the Leased Premises for RDCO's maintenance activities of the park, provided however;
  - (i) there shall be no public access to the road as it is a part of the Leased Premises; and
  - (ii) RDCO's use of the road is reasonable and does not interfere with UBC's use and enjoyment of the Leased Premises.

## 6. **LANDLORD'S COVENANTS**

Subject to the terms and provisions of this Lease, the RDCO covenants with UBC as follows:

- (a) That provided UBC pays the Rent hereby reserved and observes and performs all UBC's obligations herein and subject to the other provisions herein contained UBC may peaceably possess and enjoy the Leased Premises for the Term herein granted;
- (b) To arrange for, at the RDCO's cost, any required structural repairs to the building and to be responsible for replacement of all heating, plumbing, ventilation systems, appliances and for any repairs to any of the above which exceed \$500.00 unless such repairs are as a result of any negligence caused by UBC or UBC's invitees, or the failure of UBC to effect repairs as required in paragraph 5 of this Lease;
- (c) To pay when due all real property taxes levied on the Lands;
- (d) To erect signage around the perimeter of the Leased Premises where it borders on RDCO designated park land and at the beginning of the driveway which signage states "Private Residence". RDCO does hereby grant to UBC the right to erect signs on the Leased Premises as it sees fit which make clear that UBC has exclusive possession to the

Leased Premises and that anyone entering the Leased Premises without UBC's invitation or consent will be in trespass;

- (e) agrees to enforce to the full extent of its authority any breach by any person of UBC's exclusive and quiet possession of the Leased Premises granted under this Lease; and
- (f) To perform all tree maintenance activities within the Leased Premises on trees with a diameter of 150 mm or greater, and to provide pruning of plants in the Leased Premises, once at spring flush if required.

## **7. LANDLORD INSURANCE**

The RDCO covenants to effect and maintain property insurance on the Building, for and against such insurable perils and in amounts for which a prudent landlord would protect itself but excluding all UBCs' fixtures, machinery, and equipment.

## **8. UBC INSURANCE**

**8.1.** UBC covenants to purchase and maintain in force during the Term, insurance against those risks, in such forms and amounts as the RDCO may from time to time reasonably require, including, without limitation, the following:

- (a) all risk property insurance on UBC's fixtures machinery and equipment in an amount of not less than the full replacement costs thereof;
- (b) commercial general liability insurance, including tenants' legal liability coverage, with limits not less than \$5,000,000.00 per occurrence;
- (c) UBC Commercial General Liability insurance will include RDCO as an Additional Insured, with respect to liability arising out of the use and occupancy of the Leased Premises by UBC or any sub-tenant, agent, contractor, employee, invitee or licensee of UBC.

**8.2.** UBC shall obtain from the insurers, undertakings to notify the RDCO in writing at least 30 days prior to any material change or cancellation thereof. UBC shall furnish the RDCO a certificate of insurance as evidence of the required coverage and shall provide written evidence of the continuation of such policies not less than 10 days prior to their expected expiry dates. The cost or premium for each and every such policy shall be paid by UBC.

## **9. NO EFFECT ON INSURANCE**

UBC covenants not to do or omit, or permit to be done or omitted, upon the Leased Premises anything whereby any policy of insurance effected by the RDCO or UBC pursuant to this Lease may be invalidated, or the coverage thereunder reduced or the premium thereon may be increased.

## **10. USE OF LEASED PREMISES**

**10.1.** UBC covenants to use the Leased Premises solely for the purposes described in the MOU.

**10.2.** UBC may sublet any portion of the Leased Premises without obtaining the RDCO's prior written consent provided they are used for the purposes described in paragraph 10.1.

**11. ACCESS TO LEASED PREMISES TO REPAIR, ETC.**

The RDCO shall have the right at all reasonable times to enter on the Leased Premises to effect repairs, alterations, improvements or additions to the Leased Premises or the Lands, or to preserve either of them from injury or damage. No such entry or work shall constitute an eviction of UBC.

**12. LANDLORD MAY ENTER FORCIBLY**

If UBC shall not be personally present to open and permit entry or does not permit entry to the Leased Premises at any time, when for any reason entry therein shall be necessary or permissible, the RDCO, its agents, employees or contractors may enter the Leased Premises by a master key or forcibly without rendering the RDCO or such agents, employees or contractors liable therefor and without in any manner affecting the obligations or covenants of UBC herein. The RDCO shall, however, prior to such forcible entry make reasonable efforts to contact and notify UBC.

**13. NO REPRESENTATIONS**

UBC agrees that no representation, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the RDCO unless in writing and signed on behalf of the RDCO.

**14. DAMAGE OR DESTRUCTION**

If the Leased Premises are damaged by fire or other casualty, then:

- (a) the Rent, but not the Additional Costs, shall be abated in whole or in part in the proportion that the area of the non-useable portion of the Leased Premises is to the total Leased Premises until such damage is repaired;
- (b) if the Leased Premises are so damaged that they are not capable of being restored to normal usage within 60 days of the occurrence of such damage, the RDCO shall forthwith advise UBC in writing (the "**Damage Notice**") and following such notice, both the RDCO and UBC shall have the option of terminating this Lease by giving the other written notice within 15 days of the RDCO delivering the Damage Notice to UBC. If either party so terminates the Lease, UBC shall vacate the Leased Premises and surrender them to the RDCO as soon as reasonably possible and without further obligation to pay Rent accruing to the time after such termination but without affecting UBC's obligation to pay any outstanding Rent up to the time of such termination. If neither party terminates this Lease within the time provided herein, the RDCO shall promptly proceed to repair the Leased Premises to a standard equivalent to or superior to that which existed immediately before such damage.

**15. DEFAULT OF UBC**

If:

- (a) the Rent or any part thereof shall not be paid on the day appointed for payment whether lawfully demanded or not, and such non-payment shall continue for seven days;
- (b) there is breach or non-observance or non-performance of any of the obligations on the part of UBC to be kept, observed or performed, and such breach is not remedied or UBC has not commenced action to so remedy within 10 days of UBC's receipt of written notice of the breach,

then, and in every such case, it shall be lawful for RDCO without notice to terminate this Lease.

**16. NON WAIVER**

No condoning, excusing or overlooking by the RDCO of any default, breach or non-observance by UBC at any time or times in respect of any obligation of UBC herein contained shall operate as a waiver of the RDCO's rights hereunder in respect of any continuing or subsequent default, breach or non-observance.

**17. PAYMENTS BY UBC**

Without prejudice to any of the remedies of the RDCO herein, any money payable by UBC to the RDCO hereunder, other than the Rent referred to in paragraph 4 hereof, and without limiting the generality of the foregoing, including all money payable under paragraph 6 hereof, shall be deemed to be Rent and shall be paid as additional rent and shall be collectable as Rent and unless otherwise provided for in this Lease shall be payable either on demand or when stated herein to be due or if not so stated and arising from payments made by the RDCO, then the same shall be due and be paid with the monthly instalment of Rent following the date that payment was made by the RDCO.

**18. LANDLORD MAY CURE UBC'S DEFAULT**

If UBC shall fail to perform or cause to be performed each and every of the obligations of UBC hereunder, the RDCO shall have the right (but shall not be obligated) to perform or cause to be performed the same and all payments, expenses, costs and levies incurred or paid by the RDCO in respect thereof shall be paid to the RDCO immediately on demand.

**19. NOTICE AND PAYMENTS**

Any notice required by this Lease shall be given to the RDCO at its address herein set out, and to UBC at the Leased Premises. The time of receipt of such notice shall be conclusively deemed to be the third business day after the day of mailing or if delivered by hand then when delivered. Provided that any party may, by notice to the other, from time to time designate another address to which notices shall be addressed.

**20. ENTIRE AGREEMENT**

The provisions herein contained and the MOU defined in paragraph 1(e) and made between the parties shall constitute the entire agreement between the parties regarding the Lands and supersede all previous communications, representations, understandings, and agreements, whether verbal or written between the parties with respect to the subject matter hereof. In the event of any conflict or



discrepancy between this lease and the Memorandum of Understanding, the terms of this Lease shall prevail.

**21. HEADINGS**

The headings to the paragraphs of this Lease are for convenience only and shall not constitute part of this Lease.

**22. TIME**

Time shall be of the essence of this Lease.

**23. SUCCESSORS**

All rights and liabilities herein given to or imposed upon, the respective parties hereto shall extend to and be binding on their respective heirs, executors, administrators, successors and permitted assigns.

**24. INTERPRETATION**

In this Lease, except where otherwise expressly provided or unless the contract otherwise requires, words importing the masculine gender include the feminine and neuter gender and vice versa and words in the singular include the plural and vice versa.

**25. COUNTERPARTS/ELECTRONIC**

This Lease and any certificate or other writing delivered in connection with this Lease may be executed in any number of counterparts and any party to this Lease may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Lease or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Lease or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Lease. A copy of this Lease delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Lease shall for all purposes be treated and accepted as an original copy thereof.

**26. TERMINATION**

This Lease may be terminated by either party on not less than 90 days' notice to the other provided the date of termination of such notice is coincident with the end of the then current tenancies of any sub-leasees.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set out above.

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THE UNIVERSITY OF BRITISH COLUMBIA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

