

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

RECEIVED  
REGISTRY OFFICE  
KAMLOOPS B.C.

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."

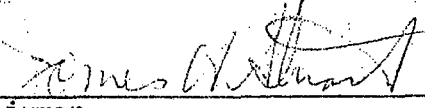
CONSIDERED BY TECHNICAL PLANNING COMMITTEE PURSUANT TO SECTION 798B of the MUNICIPAL ACT this 12th day of July, 1978.

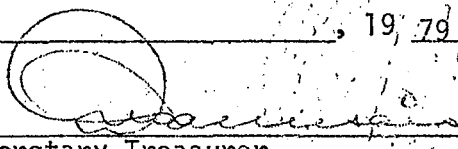
READ THE FIRST TIME this 24th day of July, 1978.

READ THE SECOND TIME this 24th day of July, 1978.

READ THE THIRD TIME this 24th day of July, 1978.

RECONSIDERED AND ADOPTED this 12th day of January, 1979.

  
Chairman

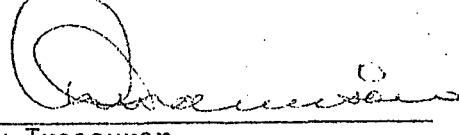
  
Secretary-Treasurer

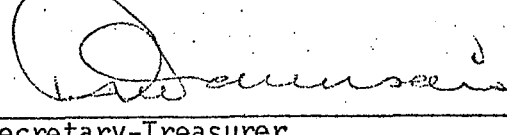
I hereby certify the foregoing is a true and correct copy of By-Law No. 246 as read a third time by the Central Okanagan Regional District on the 24th day of July, 1978.

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, 1979.

Dated at Kelowna this 19th day of September, 1978.

Dated at Kelowna this 12th day of January, 1979.

  
Secretary-Treasurer

  
Secretary-Treasurer

LOST LAGOON VENTURES & MARION ESTATES LAND USE CONTRACT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-Law No. 247

eng 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.

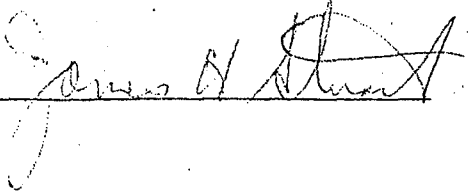
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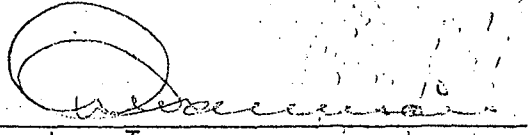
READ THE SECOND TIME this 24th day of July, 19 78.

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, 1979.

  
\_\_\_\_\_  
Chairman


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

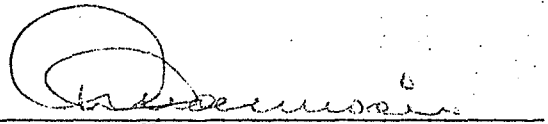
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Dated at Kelowna this 19th day of September 19 78.

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

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

  
\_\_\_\_\_  
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 perfacng 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.

*Pool's 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:  
[Signature]  
Chairman  
[Signature]  
Secretary-Treasurer

(Seal)

The Corporate Seal of Marion Estates Ltd. was hereunto affixed in the presence of:  
[Signature]  
President

(Seal)

The Corporate Seal of Lost Lagoon Ventures Co. Ltd. was hereunto affixed in the presence of:  
[Signature]  
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 9<sup>th</sup> 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)

## 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,  
~~(whose identity has been proved by the evidence on~~  
DANIEL PASHNIAK, ~~who is)~~ personally known to me,  
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 Gunnlaugson*  
 A Notary Public in and for the Province of British Columbia.  
 A Commissioner for taking Affidavits for British Columbia.

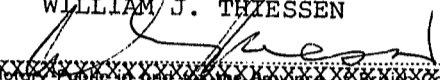
NOTE - WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

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 xxx)~~  
~~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

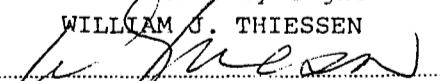
  
 A Notary Public in and for the Province of British Columbia.  
 A Commissioner for taking Affidavits for British Columbia.

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

# 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 xxx)~~  
~~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  
  
 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

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

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

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FILE No.

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 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

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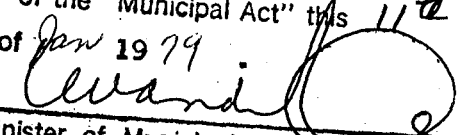
Dated at Kelowna this 14th day of December 19 78.

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



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

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

APPROVED pursuant to the provisions of section 798A of the "Municipal Act" this 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.

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*[Signature]*  
Chairman

*[Signature]*  
Secretary-Treasurer

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*[Signature]*  
Secretary-Treasurer

*[Signature]*  
Secretary-Treasurer

LOST LAGOON VENTURES & MARION ESTATES LAND USE CONTRACT

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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 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.

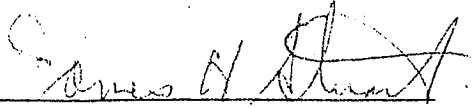
READ THE FIRST TIME this 24th day of July, 19 78.

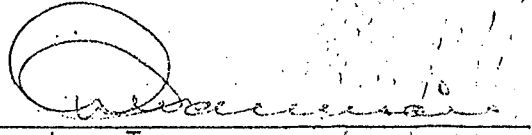
READ THE SECOND TIME this 24th day of July, 19 78.

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, 19 78.

RECONSIDERED AND ADOPTED this 12th day of January, 1979.

  
\_\_\_\_\_  
Chairman

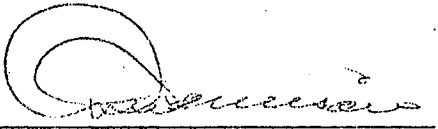
  
\_\_\_\_\_  
Secretary-Treasurer

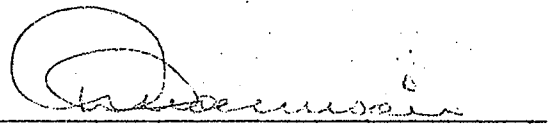
I hereby certify the foregoing is a true and correct copy of By-Law No. 247 as read a Third time by the Central Okanagan Regional District on the 24th day of July 19 78.

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

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

  
\_\_\_\_\_  
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 perfacng 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: )  
[Signature] )  
Chairman )  
[Signature] )  
Secretary-Treasurer )

(Seal)

The Corporate Seal of )  
Marion Estates Ltd. was )  
hereunto affixed in the )  
presence of: )  
[Signature] )  
President )

(Seal)

The Corporate Seal of )  
Lost Lagoon Ventures Co. Ltd. )  
was hereunto affixed in )  
the presence of: )  
[Signature] )  
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 ~~July~~ ~~xxxx~~ ~~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: )  
Q. W. Pashnich )  
Pres. )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

*L. Spicker*  
Sec.



PAFK

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,

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

SERATOGA DEVELOPMENT COMPANY LTD.

CORPORATION

and that he is the person

of the said

and affixed the seal of the

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. GUNNLAUSSON  
BARRISTER AND SOLICITOR  
3046 PANDOSY STREET



PARK

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,  
ARWID MUCH (whose identity has been proved by the residence 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~~ Office  
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.

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

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REGIONAL DISTRICT OF CENTRAL  
OKANAGAN

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

---

LAND USE CONTRACT

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

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

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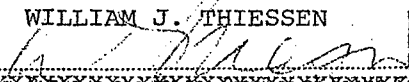
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

## Acknowledgment of Officer of a Corporation

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at Kelowna, in the Province of British Columbia,  
ARWID MUCH (~~whose identity has been proved by the evidence of~~  
oath of ~~him~~, 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 ~~XXXXXX~~  
at KELOWNA in the Province of  
British Columbia, this 24th day of October  
one thousand nine hundred and seventy-eight

WILLIAM J. THIESEN

  
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.



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 approved by the [redacted]~~, 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

~~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.

PAHK

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,

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

SERATOGA DEVELOPMENT COMPANY LTD.

PRESIDENT

, and that he is the person

of the said

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

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~~ ~~xxxx~~ ~~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: )

A. W. Pashmiah )  
Pres. )  
\_\_\_\_\_)  
\_\_\_\_\_)

*A. P. ...*  
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

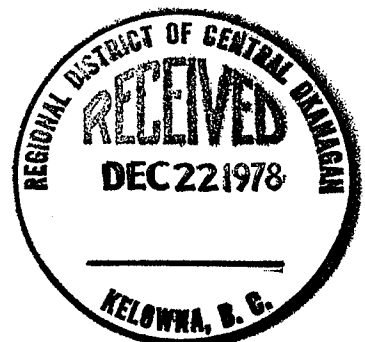
Returned herewith is one copy of each of the above by-laws duly approved by the Minister of Municipal Affairs pursuant to section 798A of the Municipal Act. The approval numbers are 78 1164 and 78 1165.

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, 1978."

CONSIDERED BY TECHNICAL PLANNING COMMITTEE PURSUANT TO SECTION 798B of the MUNICIPAL ACT this 12th day of July, 1978.

READ THE FIRST TIME this 24th day of July, 1978.

READ THE SECOND TIME this 24th day of July, 1978.

READ THE THIRD TIME this 24th day of July, 1978.

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

Chairman

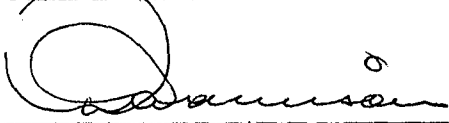
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 246 as read a third time by the Central Okanagan Regional District on the 24th day of July, 1978.

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\_\_.

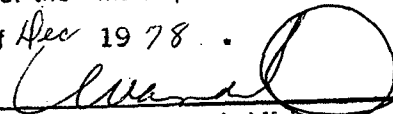
Dated at Kelowna this 19th day of September, 1978.

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 1978.

  
Minister of Municipal Affairs  
APPROVAL No. 781164

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, 1978.

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

\_\_\_\_\_  
Chairman

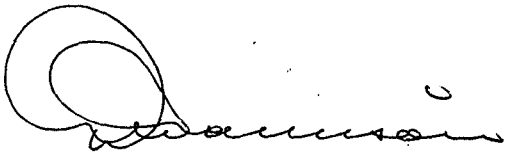
\_\_\_\_\_  
Secretary-Treasurer

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.

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 \_\_\_\_\_.

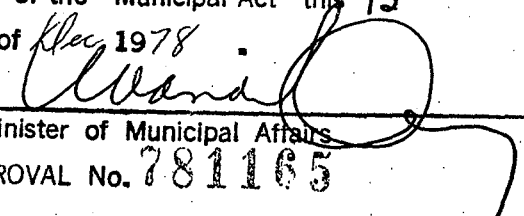
Dated at Kelowna this 19th day of September 19 78.

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



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

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

APPROVED pursuant to the provisions of section 798A of the "Municipal Act" this 13<sup>th</sup> day of Dec 1978.  
  
\_\_\_\_\_  
Minister of Municipal Affairs  
APPROVAL No. 781165



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

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 perfacng 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

119698

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.

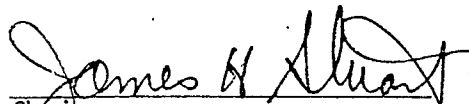
3. This By-law may be cited as "Regional District of Central Okanagan Land Use Contract Amendment By-law No. LUCA-81-5, 1981."

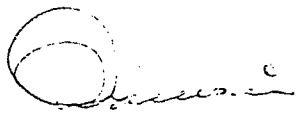
READ A FIRST TIME this 25th day of May 1981.

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

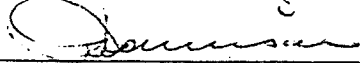
READ A THIRD TIME this 20th day of July 1981.

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:

James H. Stuart  
Chairman - Authorized Signatory

[Signature]  
Secretary - Authorized Signatory

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: [Signature]

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: [Signature]

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:

[Signature]  
Authorized Signatory

[Signature]  
Authorized Signatory

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

Mary L. Holitzki  
See Power of Attorney Filing No. Q1456



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

Mary L. Holitzki  
See Power of Attorney Filing No. Q1457



PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 10<sup>th</sup> day of AUGUST, 19 81,  
at KELOWNA, 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 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.



LAND TITLE ACT

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 28<sup>th</sup> day of JULY, 19 81,  
at KELOWNA, 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 \* \_\_\_\_\_~~

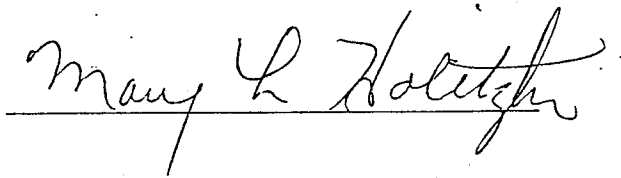
Or, if the principal of the power of attorney is a corporation, substitute for 3 above:

- 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 ~~AUGUST~~ JULY, 19 81  
 † William J. Thiesen  
 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.

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 AUGUST 19 81  
of JULY  
† 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.



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."

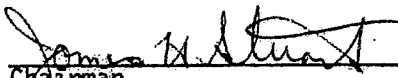
READ A FIRST TIME this 13th day of August 1984

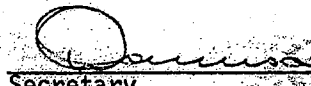
SUBJECTED TO PUBLIC HEARING this 13th day of September 1984

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

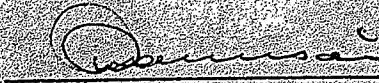
  
Secretary



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

C

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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")

V462256E

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

08155510M IREG JCLK  
PAID-DCR KAMLOOPS LTO  
FEE 10.00  
09/02/85

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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:

James H. Stewart  
Chairman Authorized Signatory

Dannan  
Secretary Authorized Signatory

SEAL



SIGNED, SEALED AND DELIVERED

on the 30 day of

JANUARY 1985

A.D. in the presence of:

R.P. RUNNALLS.

Name: [Signature]

Margaret Sumner  
Margaret D. Sumner

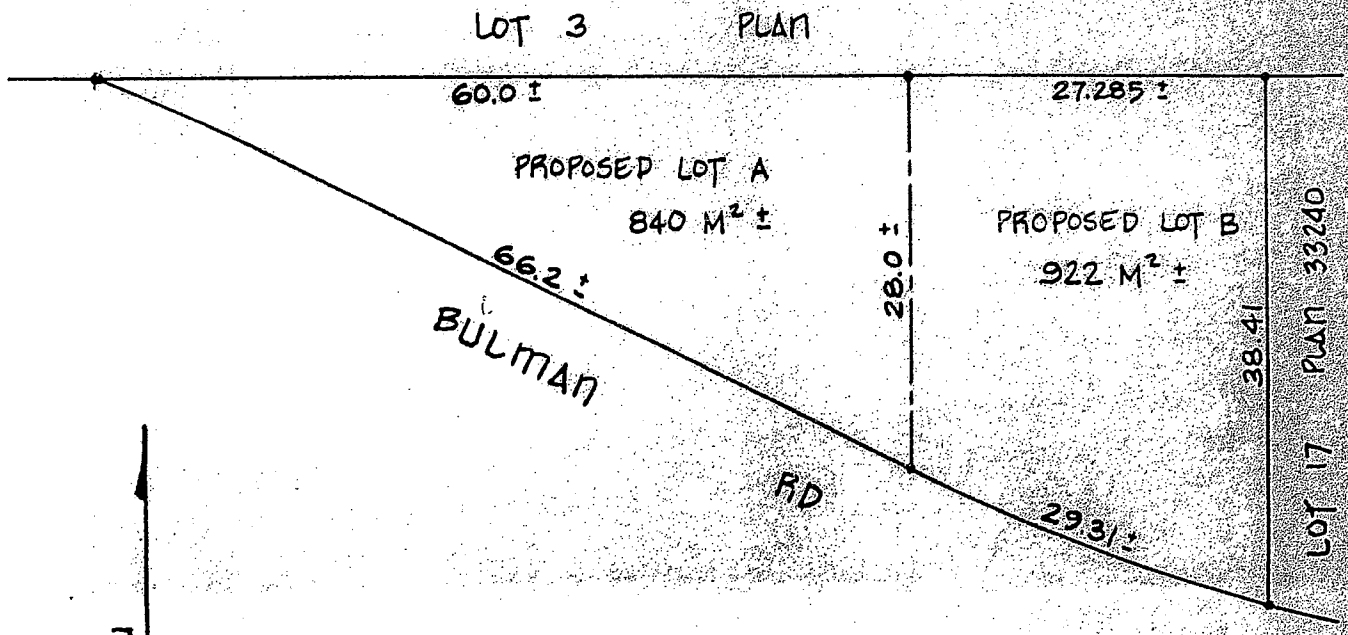
Address: 2-1470 WATER ST.

KELOWNA, B.C.

Occupation: B.C. LAND SURVEYOR.

# PROPOSED SUBDIVISION

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



NORTH ↑

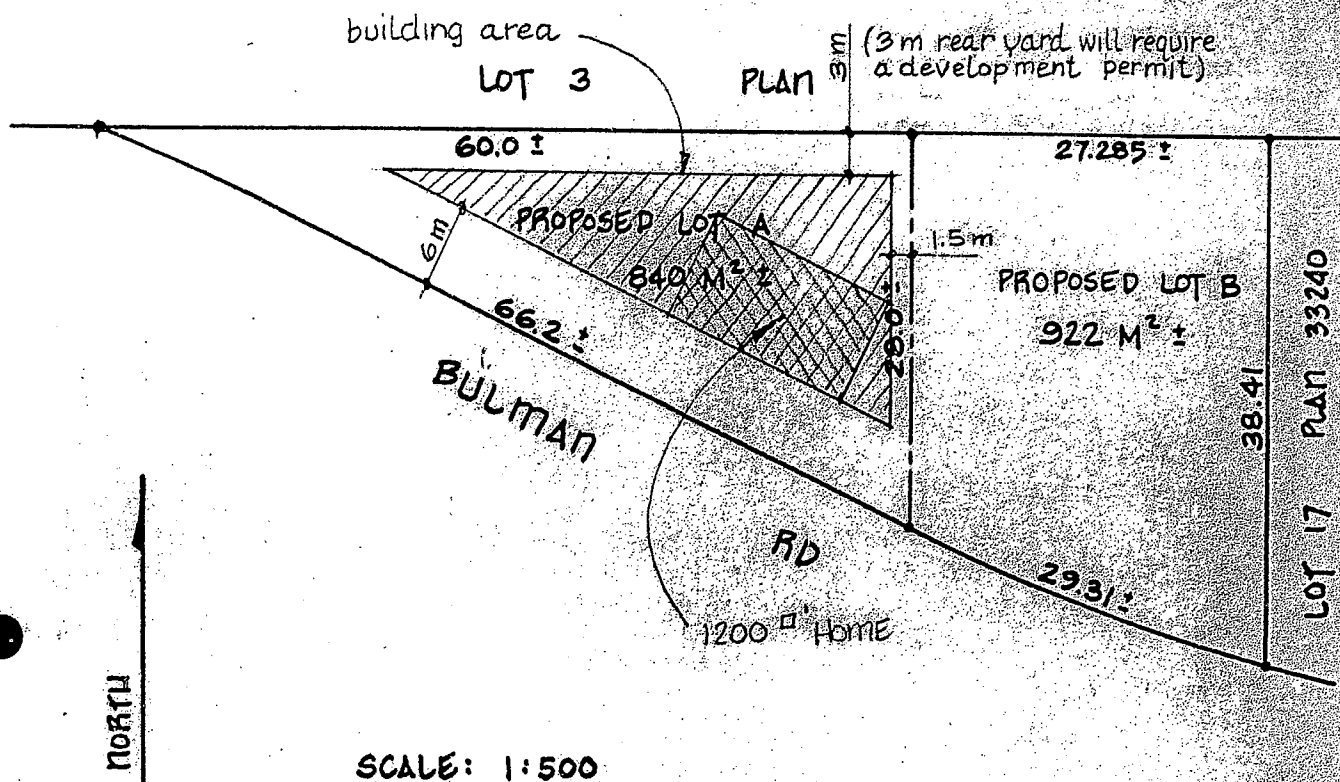
SCALE: 1:500

## 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