

RECEIVED
LAND REGISTRY OFFICE
KAMLOOPS B.C.

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

19 DEC 20 14:44

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 146, Plan 20608, D.L. 2922, 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 #248, 1978."

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

READ THE FIRST TIME this 11th day of September, 19 78.

READ THE SECOND TIME this 11th day of September, 19 78.

READ THE THIRD TIME this 11th day of September, 19 78.

RECONSIDERED AND ADOPTED this 27th day of November, 19 78.

[Signature]
Chairman

[Signature]
Secretary-Treasurer

I hereby certify the foregoing is a true and correct copy of By-Law No. 248 as read a third time by the Central Okanagan Regional District on the 11th day of September, 19 78.

I hereby certify the foregoing is a true and correct copy of By-Law No. 248 which was Reconsidered and Adopted by the Central Okanagan Regional District 27th day of November, 19 78.

Dated at Kelowna this 22nd day of September, 19 78.

Dated at Kelowna this 28th day of November, 19 78.

[Signature]
Secretary-Treasurer

[Signature]
Secretary-Treasurer

[Handwritten initials]

FIRWOOD ESTATES LTD. LAND USE CONTRACT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-Law No. 249

Being 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 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 Firwood Estates Ltd., Box 2269, Vancouver, British Columbia as outlined herein and in the Appendices attached hereto and forming part of By-Law No. 249 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. 249, 1978.

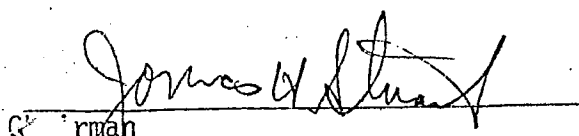
READ THE FIRST TIME this 11th day of September, 19 78.

READ THE SECOND TIME this 11th day of September, 19 78.

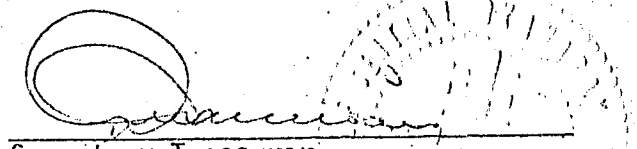
READ THE THIRD TIME this 11th day of September, 19 78.

() tract subjected to Public Hearing pursuant to Section 702A of the Municipal Act this
() 29th day of June, 19 78.

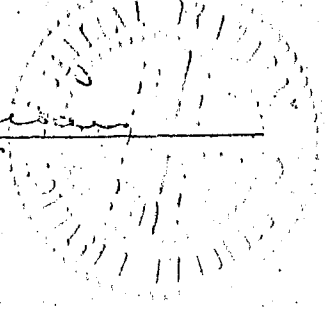
RECONSIDERED AND ADOPTED this 27th day of November, 19 78.



rman



Secretary-Treasurer




I hereby certify the foregoing is a true and correct copy of By-Law No. 249 as read a third time by the Central Okanagan Regional District on the 11th day of September, 19 78.

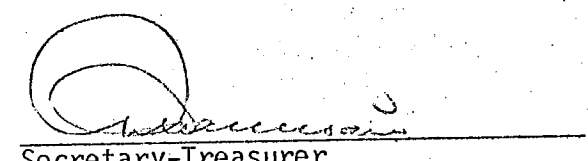
I hereby certify the foregoing is a true and correct copy of By-Law No. 249 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 27th day of November, 19 78.

Dated at Kelowna this 22nd day of September, 19 78.

Dated at Kelowna this 28th day of November, 19 78.



Secretary-Treasurer



Secretary-Treasurer

LAND USE CONTRACT

THIS CONTRACT made the 28th day of November, 1978

BETWEEN:

Regional District of Central Okanagan

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

Firwood Estates Ltd. c/o Wilder, Young & Co.

1055 West Hastings Street, Vancouver 1, 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 simple 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:

OWNER 1. The Landowner is entitled to become on payment in full of an agreement for sale the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the Regional District of Central Okanagan, in the Province of British Columbia and being more particularly known and described as:

Lot 146, District Lot 2922, Plan 20608, ODYD

(Herein called the "Land")

CONSENTS 2. 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.

INCORPORATIONS 3. The Schedules attached hereto hereinbefore referred to are hereby incorporated into and made a part of this Contract.

COSTS 4. 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.

COMPLIANCE 5. 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.

REPRESENTATIONS 6. 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 than those set out in this Contract.

REGISTRATION 7. 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.

INTERPRETATION

8. 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.

BINDING

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

USES

10. The Land including the surface of water and any and all buildings and structure erected thereon, thereover, therein pursuant to this Agreement shall be used for the purposes of a co-operatively-owned campground integrating therein the specific uses set out in Schedule "A" hereof and for no other purposes.

For the purposes of this Agreement the phrase co-operatively-owned campground shall mean and be deemed to mean:

A development including the facilities described in Schedule "A" hereof used and intended to be used by the Members of the Corporation having general control of the development, who ordinarily reside elsewhere than on the Lands, for their personal use.

SITING

11. No building, facility, or structure shall be constructed, reconstructed, altered, moved, removed or extended upon the Land except in compliance with the specification, plan and site plan set out in Schedule "B" hereto.

ROADWAYS

12. All roadways, accesses, and other vehicular carrying facilities shall be located and constructed in substantial compliance with and according to the plans and specifications set out in Schedule "B" hereto.

CONSTRUCTION

13. No buildings and structures shall be constructed except in substantial compliance with and according to the plans and specifications set out in Schedule "C" hereto. No building or structure shall be commenced until a building permit therefore has been obtained from the Regional District and all construction shall be in accordance with the building by-laws of the Regional District, except as otherwise permitted by this Agreement.

CATTLE FENCE

14. The Landowner shall in consultation with the Grazing Division of the British Columbia Forest Service construct a barbed wire cattle fence along the perimeter of the Land, which is to be built in accordance with the specifications attached hereto as Schedule "D".

BUILDING PERMITS

15. Building permits may be issued only to the Landowner and only for those facilities and structures set out in Schedule "A" and Schedule "B" hereto. No individual member or person shall be issued any building permit for the construction of any building or structure, on the land.

CAMPGROUND DEVELOPMENT

16. With the exception of the lodge, washrooms and roads, as set out in Schedules A & B hereto the land shall not be developed and shall remain in its natural state.

WATER SUPPLY

17. The water supply system shall be operated and constructed in accordance with the provisions of the Health Act and no connections will be made to such works until they are first approved by the authority having jurisdiction.

RECREATIONAL ACCOMMODATION

18. No recreational accommodation shall remain on the land on a permanent basis at any time.

PERIOD OF USE

19. The land shall be used and occupied for the purposes set out in clause 10 only from April 1 to September 20 inclusive, in each calendar year.

SNOW CLEARING

20. No snow-clearing shall be provided by the Ministry of Highways, the Regional District, any other Government agency or private enterprise.

IDEMNITY

21. The Landowner covenants to save harmless and indemnify the Regional District against:

- a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of any of the facilities shown in Schedule "B" hereto;
- b) all expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by Her Majesty the Queen in Right of the Province of British Columbia.

INTENT

22. It is understood and agreed that the intent of this Land Use Contract is to permit the Landowner to develop a co-operatively-owned campground that shall be occupied only by transient members, and not by permanent occupants and that the development shall remain primarily in its natural state.

BUILDING INSPECTOR

23. 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.

A Public Hearing on this Contract was held on the 29th day of June 1978.

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 27th day of November 1978.

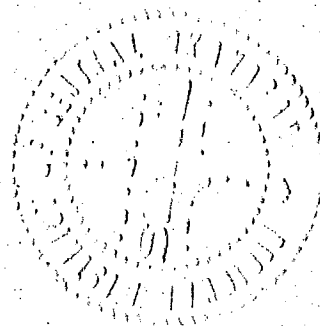
IN WITNESS WHEREOF the said parties to this Contract have hereunto set their hands and seals the day and year first above written.

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

James H. Stewart
Chairman

[Signature]
Secretary-Treasurer

(SEAL)



SIGNED, SEALED AND DELIVERED BY the LANDOWNER in the presence of:

Name: _____

Address: _____

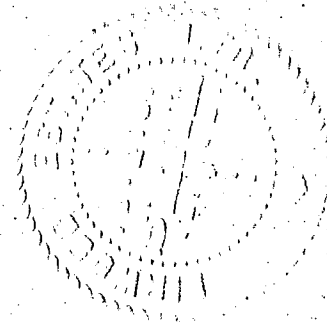
Occupation: _____

THE CORPORATE SEAL OF FIRWOOD ESTATES LTD. was hereunto affixed in the presence of:

[Signature]

President

(SEAL)



SCHEDULE "A"

SCHEDULE OF SPECIFIC USES PERMITTED ON THE LAND IN CONJUNCTION WITH

THE PERMITTED CO-OPERATIVELY-OWNED CAMPGROUND USE

- A. One lodge building
- B. One washroom building
- C. One sani-station
- D. Recreational accommodation
 - 1. Tents
 - 2. Tent trailers
 - 3. Travel trailers
 - 4. Motor homes
 - 5. Vans
 - 6. Campers
 - 7. Recreation vehicles

providing that all of the above accommodations are designed and intended to be used independently and do not require water, sewer or electrical hook-ups.

SCHEDULE "D"

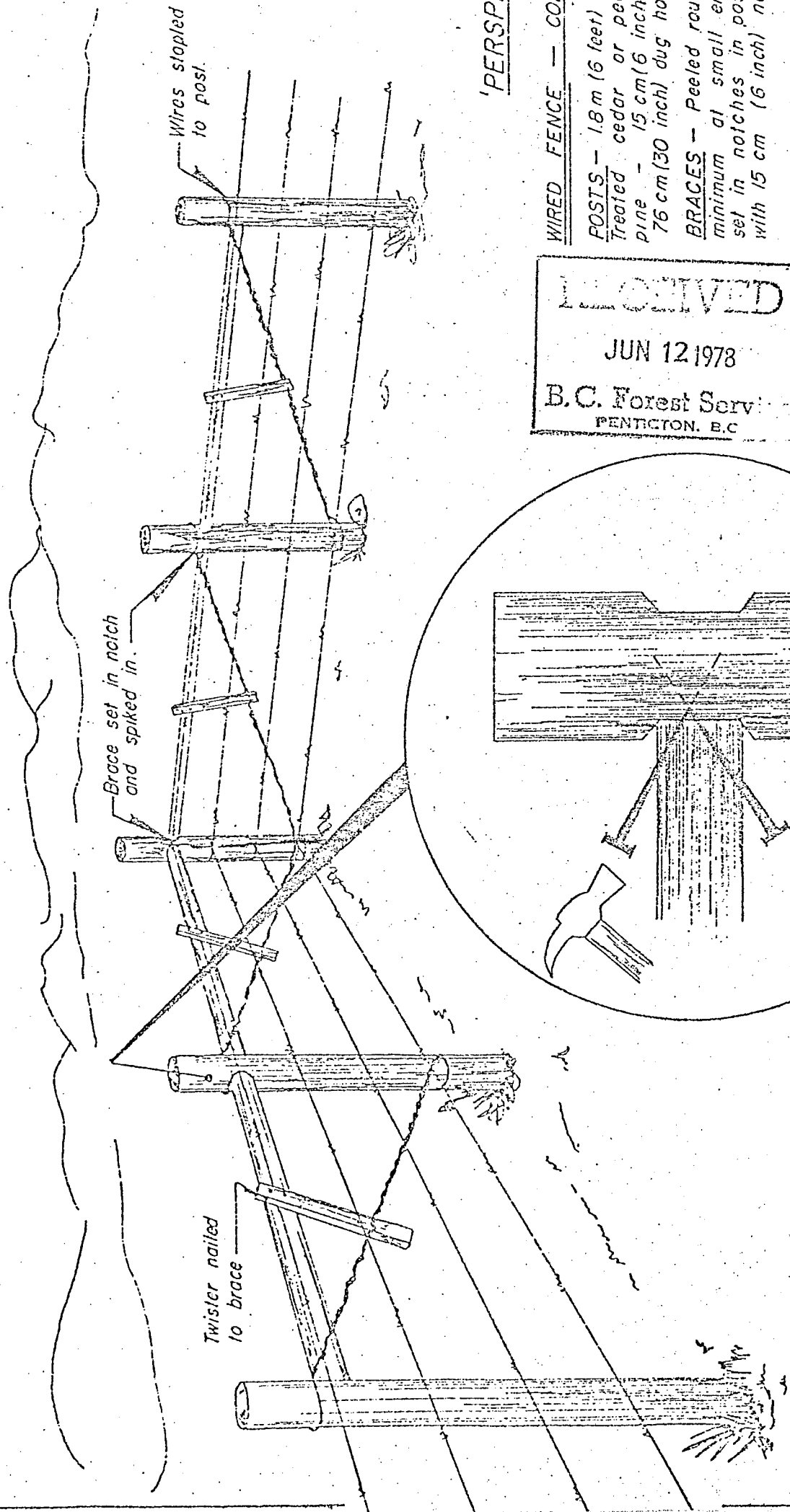
BARBED WIRE SPECIFICATIONS

Metric Equivalents: 2.5 centimetres (cm) = 1 inch
1 metre (m) = 3.28 feet

The fence is to be constructed of four (4) strands of 12½ gauge, 15 cm - 4 point wire or high tensile wire approved by the Forest Service, spaced as indicated on the attached sketch (note: top strand 1 m) which includes spacing of posts and droppers. The droppers are to have a top diameter of 2.5 cm to 5 cm (110 cm in length and resting on the ground) and may be interwoven (wired alternately to first and third, second and fourth strand) or may be placed on one side with all strands wired. Posts are to be set firmly in the ground to a minimum depth of 60 cm and are to be treated split cedar, pressure treated pine (7.5 cm minimum diameter) or commercial steel. Live trees (excluding deciduous species) exceeding a 15 cm butt diameter may be used instead of posts, however, a slab or nailer is to be used (as per sketch). If trees are used the fence centre line is not to alter more than 60 cm.

Due to the location of the fence where it is not possible to use trees or set posts it may be necessary to use jack-posts or "Figure 4" posts (as indicated on the attached sketch) to maintain proper spacing. Line braces (as per sketch) are to be installed every 200 m, or more often as required. The fence should be built in a straight line and when it is necessary to change direction the corners are to be constructed as indicated on the attached sketch.

SCHEDULE D



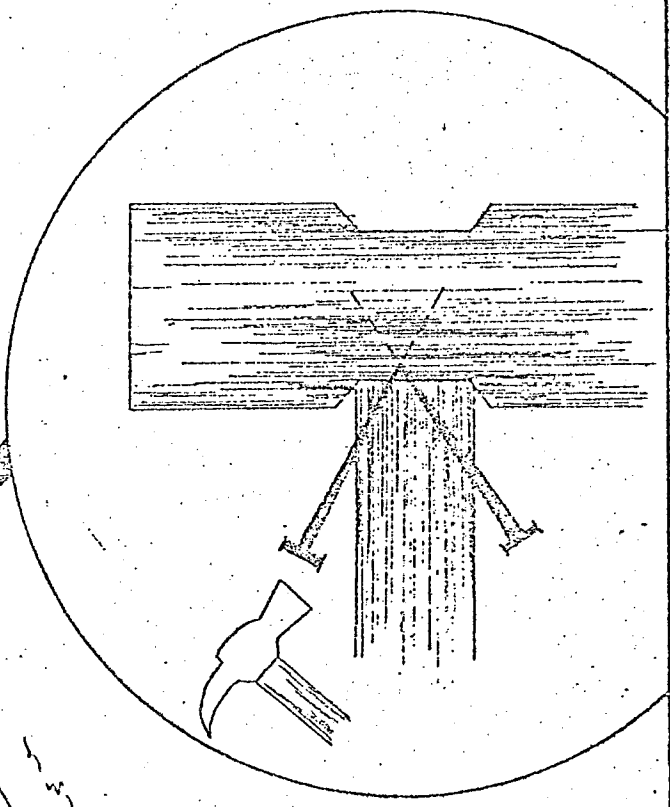
'PERSPECTIVE'

WIRED FENCE — CORNER CONSTRUCTION

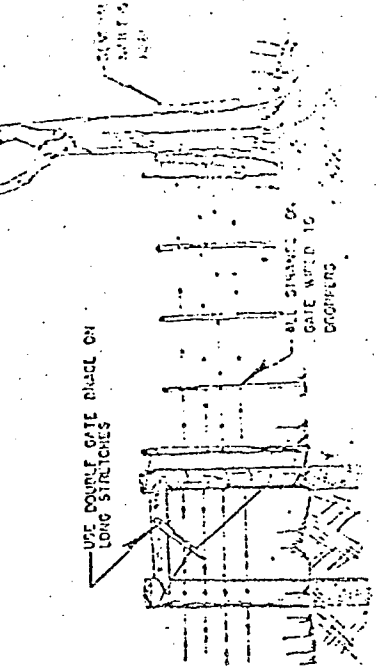
POSTS — 1.8 m (6 feet) to 2 m (7 feet) long. 24 m (9 feet) apart.
Treated cedar or peeled and pressure treated pine — 15 cm (6 inch) minimum diameter set in 76 cm (30 inch) dug hole and well tamped.

BRACES — Peeled round poles, 12.5 cm (5 inches) minimum at small end or equivalent set in notches in posts and spiked in with 15 cm (6 inch) nails.

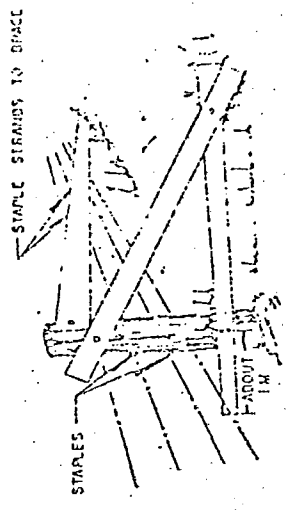
RECEIVED
JUN 12 1978
B. C. Forest Service
PENTICTON, B.C.



SCHEDULE D

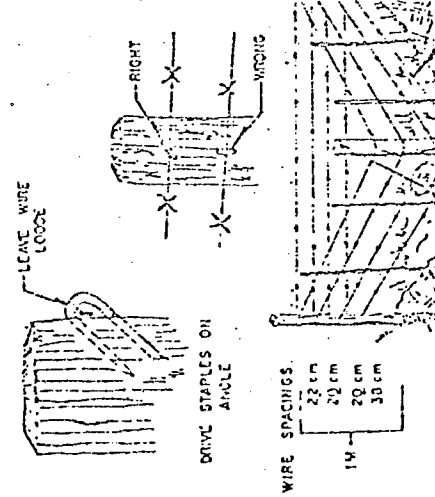
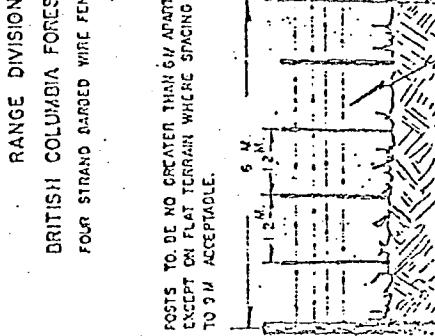
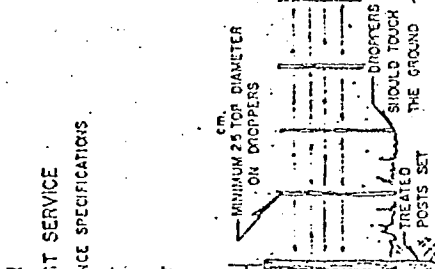
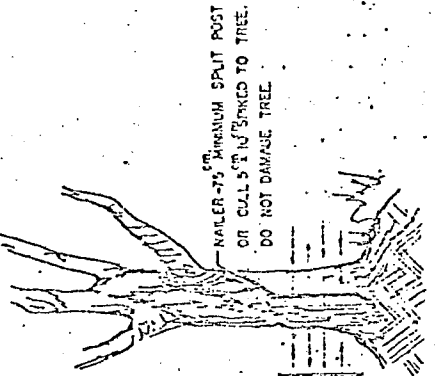


ALL LINE AND GATE BRACES TO BE NOT LESS THAN 12.5 cm DIAMETER.

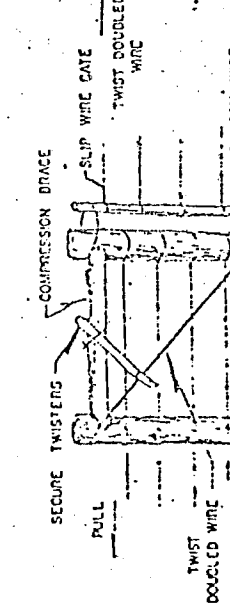
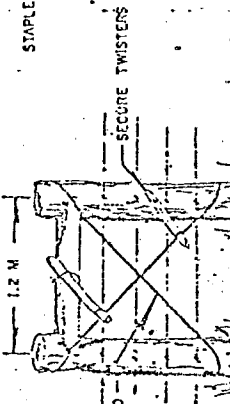
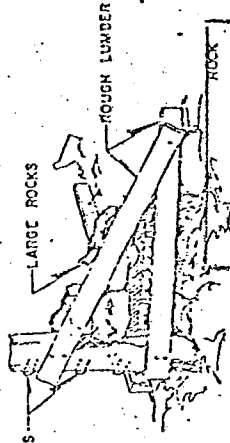


"FIGURE - 4" POST

P. 1



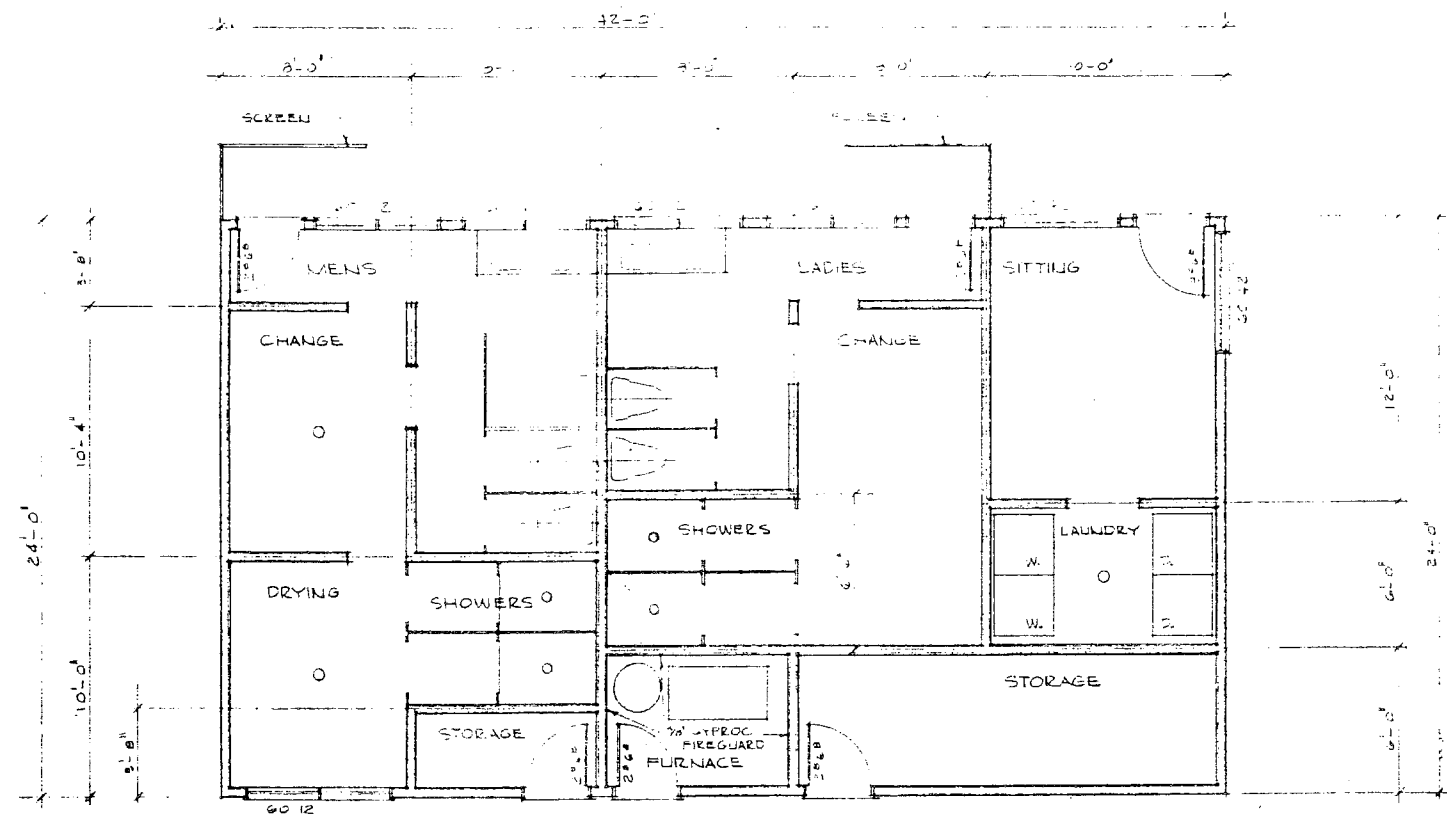
DROPPERS TO BE INTERWOVEN IN FENCE AND WIRED TO ALTERNATE STRANDS, OR TO ALL STRANDS IF NOT INTERWOVEN



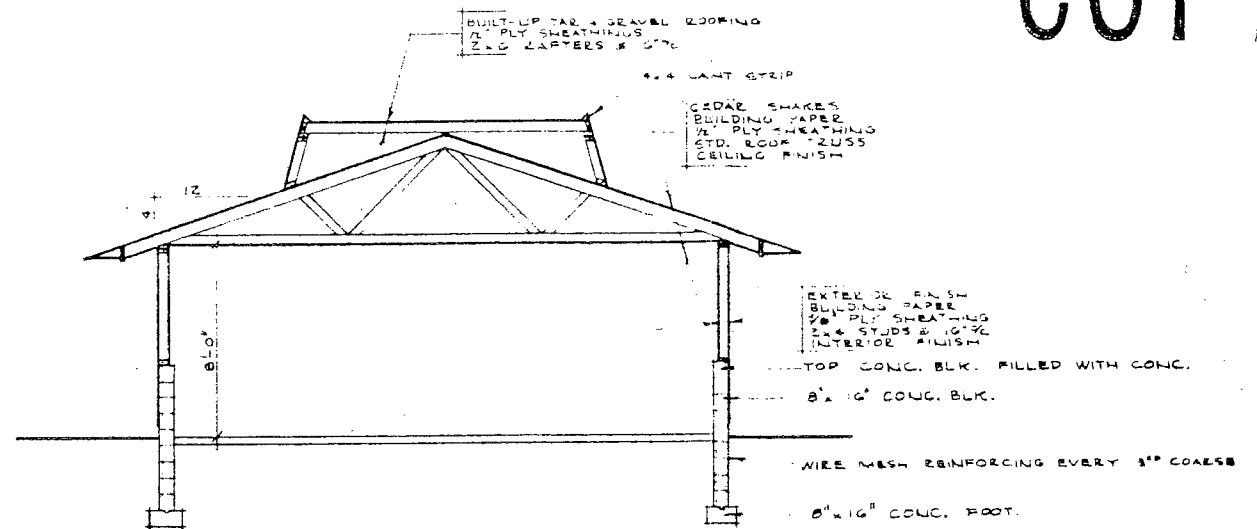
RECEIVED
JUN 12 1978
B.C. Forest Service
VICTORIA, B.C.

CONVERSION TABLE
1 m = 3.28 ft
2.5 cm = 1 inch

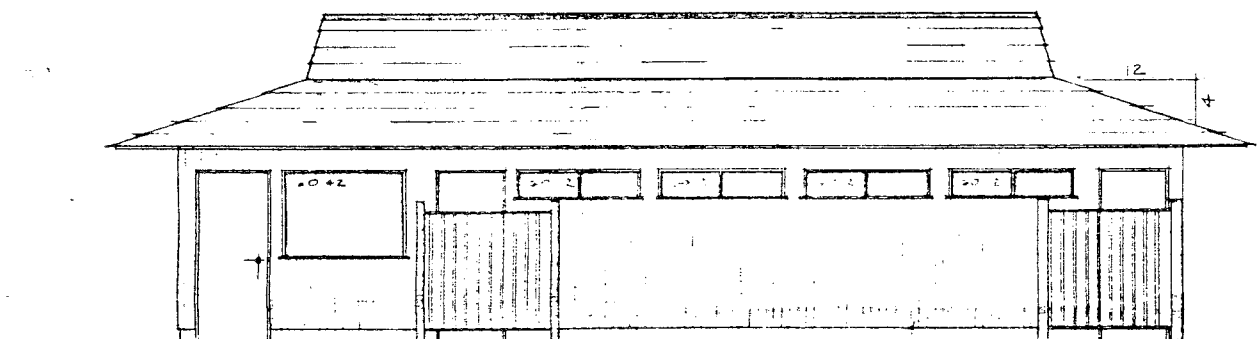
COPY



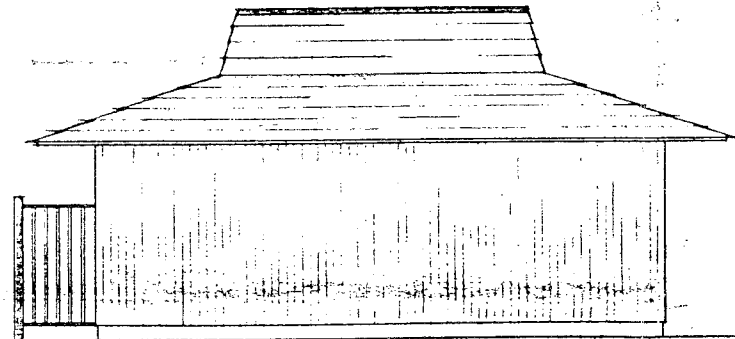
FLOOR PLAN
SCALE: 1/4" = 1'-0"



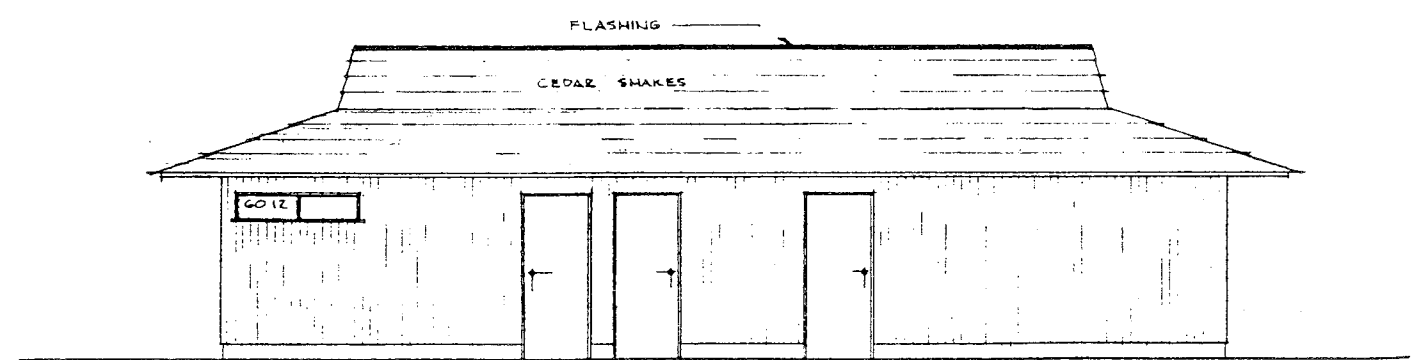
CROSS SECTION
SCALE: 1/4" = 1'-0"



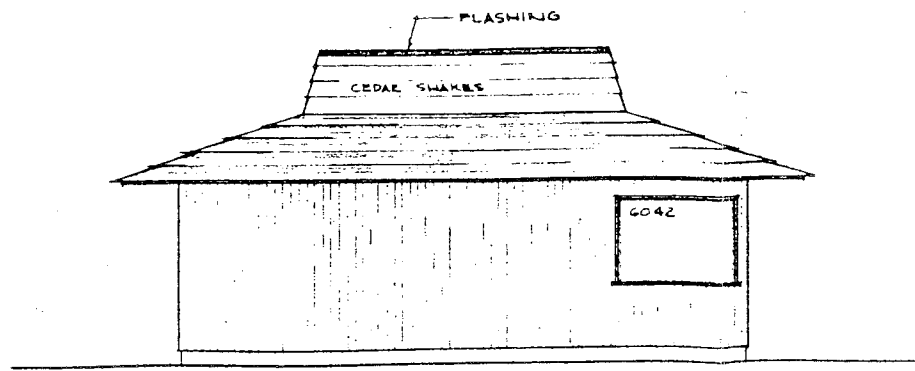
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



END ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

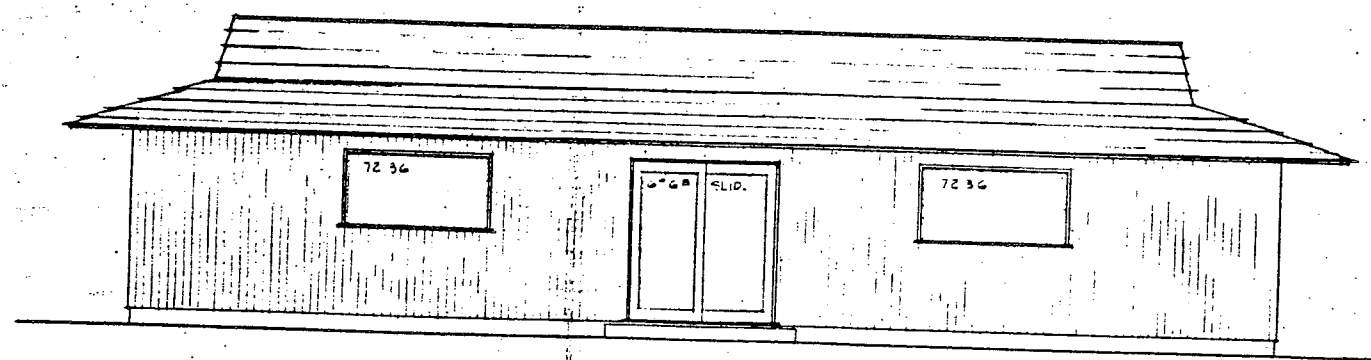
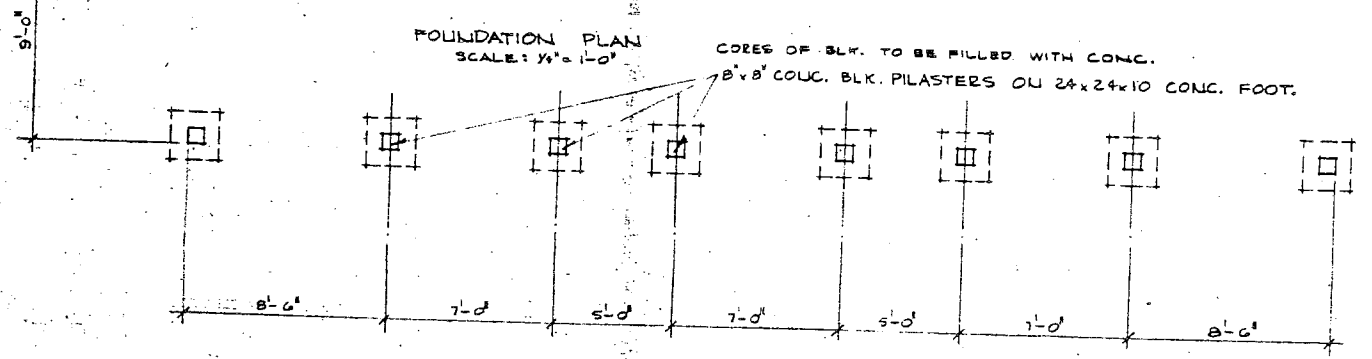
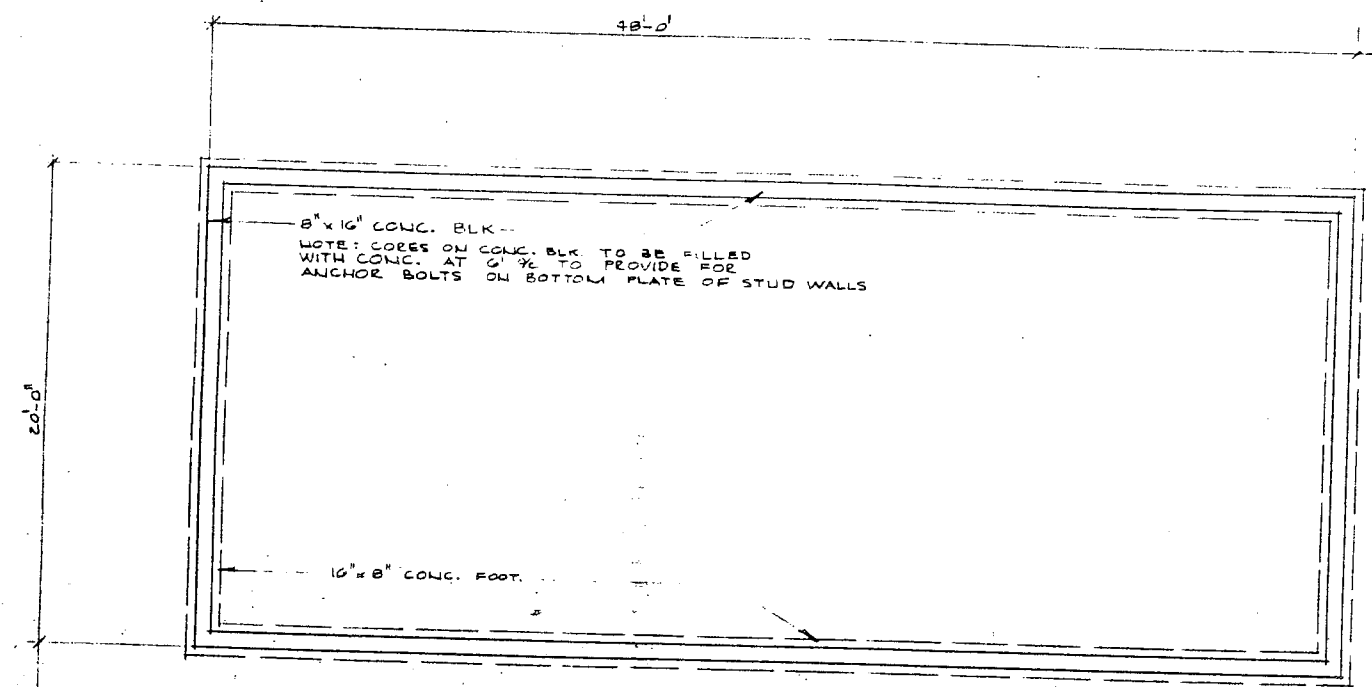


END ELEVATION
SCALE: 1/4" = 1'-0"

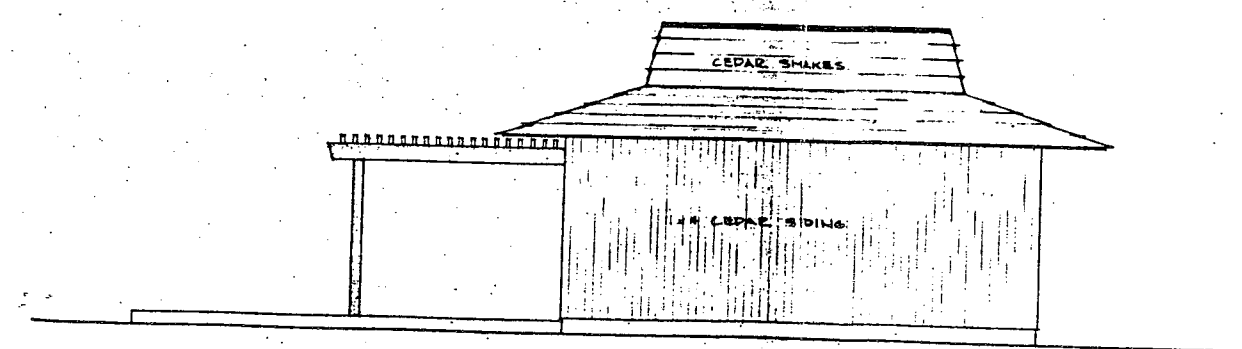
SCHEDULE C

INLAND DRAFTING & REPRODUCTIONS CO. 3310 - 32 ND AVENUE, VERNON, B.C.	DES: L.P. DWG: L.P. JULY 72
CHANGE ROOM BUILDING FOR: MR. DON GRIFFITHS	DWG. NO.
FLOOR PLAN, SECTIONS ELEVATIONS	10

COPY



REAR ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

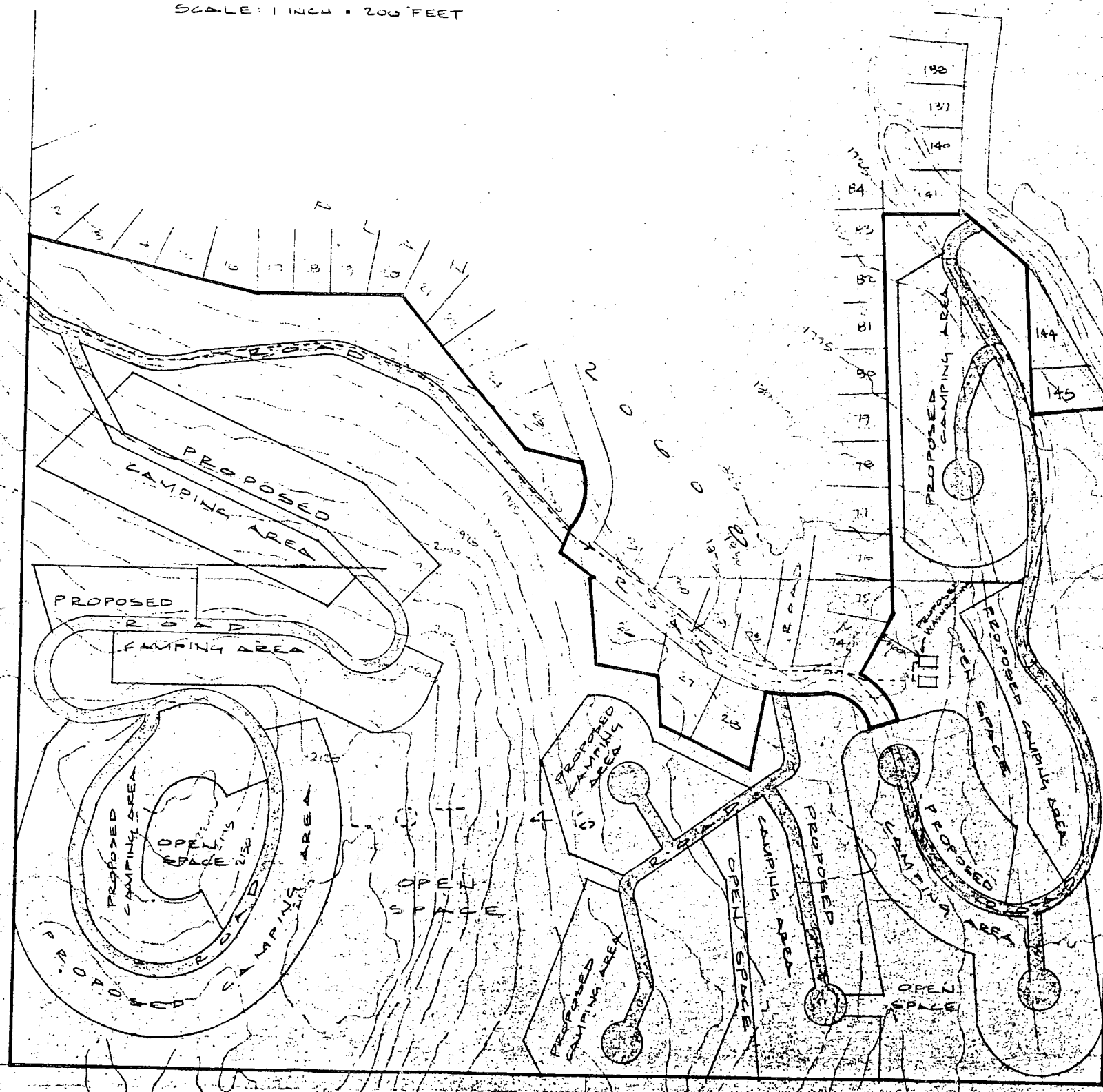
INLAND DRAFTING & REPRODUCTIONS CO. 3310 - 32 ND AVENUE, VERNON, B.C.	DES. L.P. DWN. L.P. JUNE 72
48' x 20' LODGE FOR MR. D. GRIFFITHS.	DWG. NO. 2
FOUNDATION PLAN ELEVATION	

PLAN OF PROPOSED CAMPSITE DEVELOPMENT
 IN LOT 146, PLAN 20608, D.L. 2922, O.D.Y.D.
 SCALE: 1 INCH = 200 FEET



PROPOSED WATER FROM WHITE ELEPHANT MINE

D.L. 2183



COPY

SCHEDULE B

- LEGEND
- EXISTING ROAD ————
 - PROPOSED ROAD (TO BE GRAVEL STANDARD) ————
 - PROPOSED WATER LINE ————
 - LANDS DEALT WITH BY THIS PLAN BORDERED THUS ————



FOR: FIRWOOD ESTATES LTD.
 DATE: APR. 6/78

RUSSELL N. SHORTT
 BRITISH COLUMBIA LAND SURVEYOR
 3104-51st STREET, VERNON, B.C.
 V4A 2A9
 FILE NO. 8572