



AGENDA

City of Salmon Arm
Development and Planning Services
Committee

Monday, May 4, 2020
8:00 a.m.

By Electronic means as authorized by
Ministerial Order M083

Page #	Item #	Description
	1.	CALL TO ORDER
	2.	ACKNOWLEDGEMENT OF TRADITIONAL TERRITORY <i>We acknowledge that we are gathering here on the traditional territory of the Secwepemc people, with whom we share these lands and where we live and work together.</i>
	3.	REVIEW OF AGENDA
	4.	DISCLOSURE OF INTEREST
	5.	REPORTS
1 - 18	1.	Zoning Amendment Application No. ZON-1174 [508316 BC Ltd./Guenther, K.; 1141 18 Street NE; R-1 to R-4]
19 - 88	2.	Land Use Contract Termination [LUC M61302; 1311 20 Street NE, 1331 20 Street NE and 1351 20 Street NE; LUC M17793; 2450 10 Avenue NE, 2600 10 Avenue NE, 631 24 Street NE, 620 24 Street NE, 2207 5 Avenue NE, 671 24 Street NE and 660 24 Street NE; LUC M66216; 5590 Canoe Beach Drive NE]
	6.	PRESENTATIONS
	7.	FOR INFORMATION
89 - 100	1.	Agricultural Land Commission - Letter dated April 23, 2020 - Application 56448 - Resolution #170/2020 - Salmon Arm Folk Music Society
	8.	IN CAMERA SESSION
	9.	CORRESPONDENCE
	10.	ADJOURNMENT

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TO: His Worship Mayor Harrison and Members of Council

Date: April 27, 2020

Subject: Zoning Bylaw Amendment Application No. 1174

Legal: Lot 3, Section 24, Township 20, Range 10, W6M, KDYD, Plan KAP54560

Civic: 1141 – 18 Street NE

Owner: 508316 BC Ltd.

Applicant: Guenther, K.

MOTION FOR CONSIDERATION

THAT: A bylaw be prepared for Council's consideration, adoption of which would amend Zoning Bylaw No. 2303 by rezoning Lot 3, Section 24, Township 20, Range 10, W6M, KDYD, Plan KAP54560 from R-1 (Single-Family Residential Zone) to R-4 (Medium Density Residential Zone);

AND THAT: Final reading of the Bylaw be withheld subject to approval of the Bylaw by the Ministry of Transportation and Infrastructure.

STAFF RECOMMENDATION

THAT: The motion for consideration be adopted.

BACKGROUND

The subject parcel is located at 1141 – 18 Street NE, just west of the RCMP station and north of the Trans Canada Highway (Appendix 1 and 2), and has frontage on both 18 Street and 11 Avenue NE. The subject parcel is designated Medium Density Residential in the City's Official Community Plan (OCP), and zoned R-1 (Single-Family Residential) in the Zoning Bylaw (Appendix 3 and 4). This area is generally residential with a mix of zones, predominantly Residential (R-1), Institutional (P-3) and Commercial zones, with some Medium Density Residential (R-4) zoned parcels also in the vicinity.

The subject parcel is approximately 1 hectare in area, measures approximately 67 metres by 128 metres, and currently contains a single family dwelling. Steep slopes are identified in the OCP on the northwest corner of the subject parcel (Appendix 3). Site photos are attached as Appendix 5.

The Zoning Map attached shows the mix of zones in the immediate area, predominantly Residential (R-1, R-4, R-5, and R-8), with Institutional zones and Commercial zones in the nearby area.

Land uses adjacent to the subject parcel include the following:

South: Road (11 Avenue NE), with residential beyond (zoned R-1 and R-5)
 North: Single-Family Residential (R-1) parcels
 East: Road (18 Street NE), with a Single-Family (R-1) and Medium Density R-4 parcels beyond
 West: Single-Family Residential (R-1) and Residential Suite (CD-7) parcels

The proposal is to rezone the subject parcel to R-4 (Medium Density) to facilitate future medium density residential development. Although not technically required at this rezoning stage, a development concept showing 30 units has been provided (Appendix 6). Staff note that while the provision of the development concept illustrates some level of feasibility, the applicant is not required to follow the proposed concept.

If rezoned to R-4 as proposed, a multi-family development would require a Development Permit application, and such an application is expected to be forthcoming given the proposed development concept. A Development Permit application, if approved, would determine more precisely the form and character details of the proposed development concept, including a site plan, landscape plan, and building elevations. The development of one single-family dwelling would be exempt from a development permit application.

OCP POLICY

The subject parcel is designated Medium Density Residential in the OCP which supports R-4 zoning, and is within Residential Development Area A, the highest priority area for development. The proposed density aligns well with OCP Policy 4.4.3, which encourages all growth to be sensitively integrated with neighbouring land uses. Furthermore, the proposed zoning aligns with the Urban Residential Objectives of Section 8.2 and Urban Residential Policies listed in Section 8.3, including providing a variety of housing types, providing housing options, and supporting compact communities. In terms of siting, the proposal appears to match with OCP Siting Policies under Section 8.3.19, including good access to transportation routes, recreation, community services, and utility servicing.

COMMENTS

Ministry of Transportation and Infrastructure

It is recommended that final reading of the Bylaw be withheld subject to approval of the Bylaw by the Ministry of Transportation and Infrastructure. The Ministry has granted preliminary approval.

BC Hydro

BC Hydro requires a right-of-way at the subdivision/development stage.

Engineering Department

Comments attached as Appendix 7.

Building Department

No concerns with rezoning.

Fire Department

No Fire Department concerns.

Planning Department

The surrounding neighbourhood is characterized by a mix of older, single family housing and newer condominium, commercial and institutional development, most significantly the uptown SASCU / Askew's location and the 21 Street NE underpass. The subject parcel is located in an area well-suited for higher density residential development, being within close walking distance of the eastern commercial node, recreation centre, arena, schools including Okanagan College, and transit routes, with the City Centre and hospital approximately 1 km away.

The maximum residential density permitted under R-4 (Medium Density) zoning is 40 dwelling units per hectare of land. As the subject property is approximately 1 hectare in area, the maximum permitted density under R-4 would be 40 dwelling units assuming: 1) some form of strata development; 2) the present gross area of the subject parcel; and 3) no density bonus. The minimum parcel area for a single family dwelling is 300 square metres. The R-4 Zoning regulations are attached as Appendix 8.

This proposal involves a 30 unit multi-family development concept at this preliminary stage. Staff note that if rezoned to R-4, a number of development scenarios could present themselves, including single-family, duplex, triplex, and multi-family residential development scenarios, potentially at a higher density than 30 units and involving a Development Permit application to Council, subdivision and stratification.

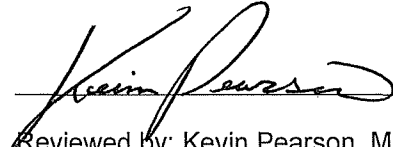
Frontage improvements as per the Subdivision and Servicing Bylaw would be required for any development with R-4 zoning. A Development Permit application would be required to address the form and character of the multi-family development concept submitted with this application.

CONCLUSION

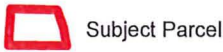
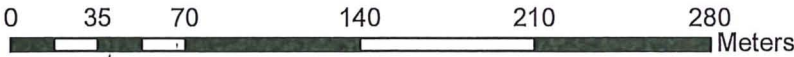
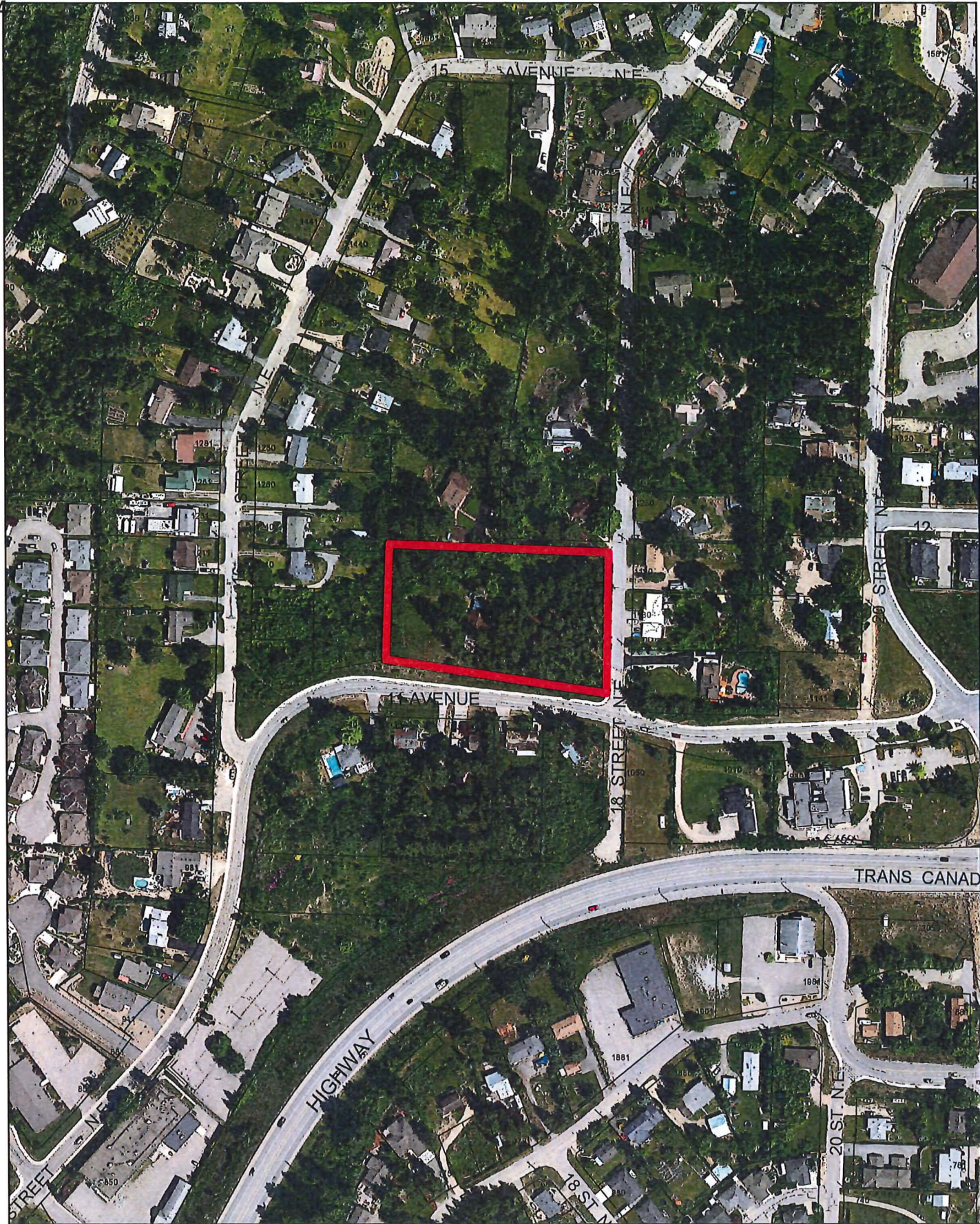
The proposed R-4 zoning of the subject property is supported by OCP policy and is therefore supported by staff.

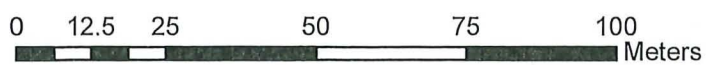
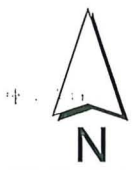
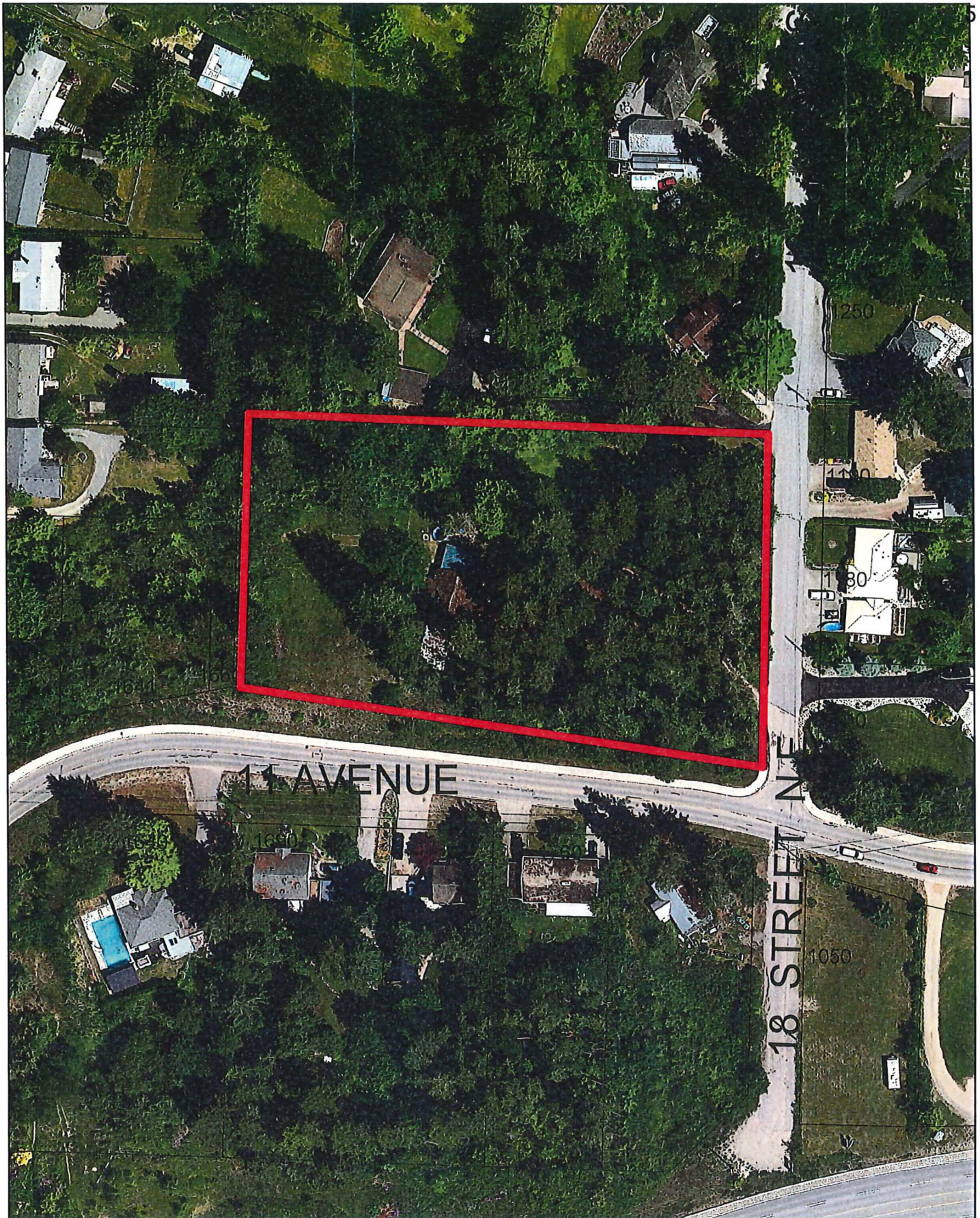


Prepared by: Chris Larson, MCP
Planning and Development Officer

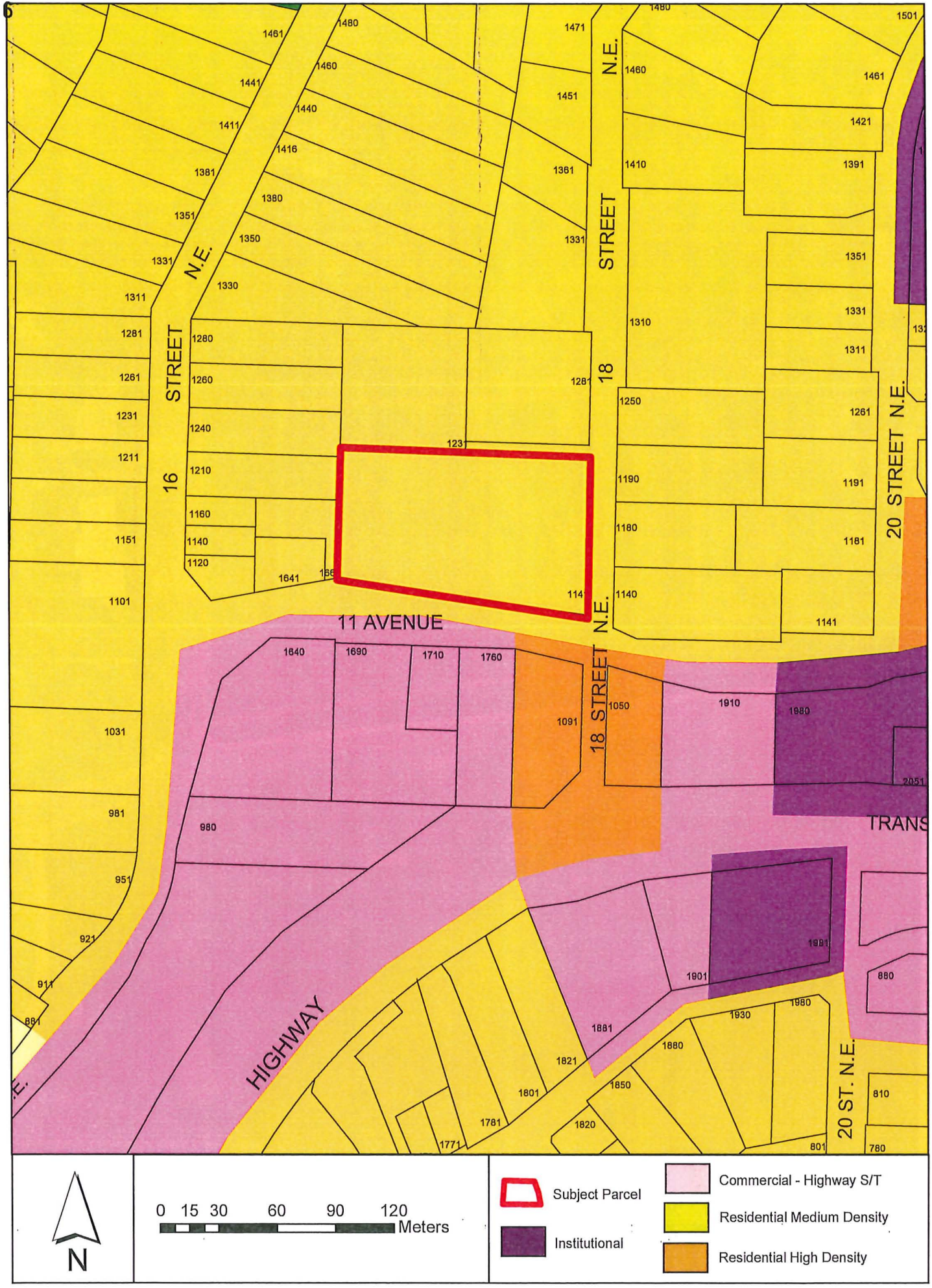


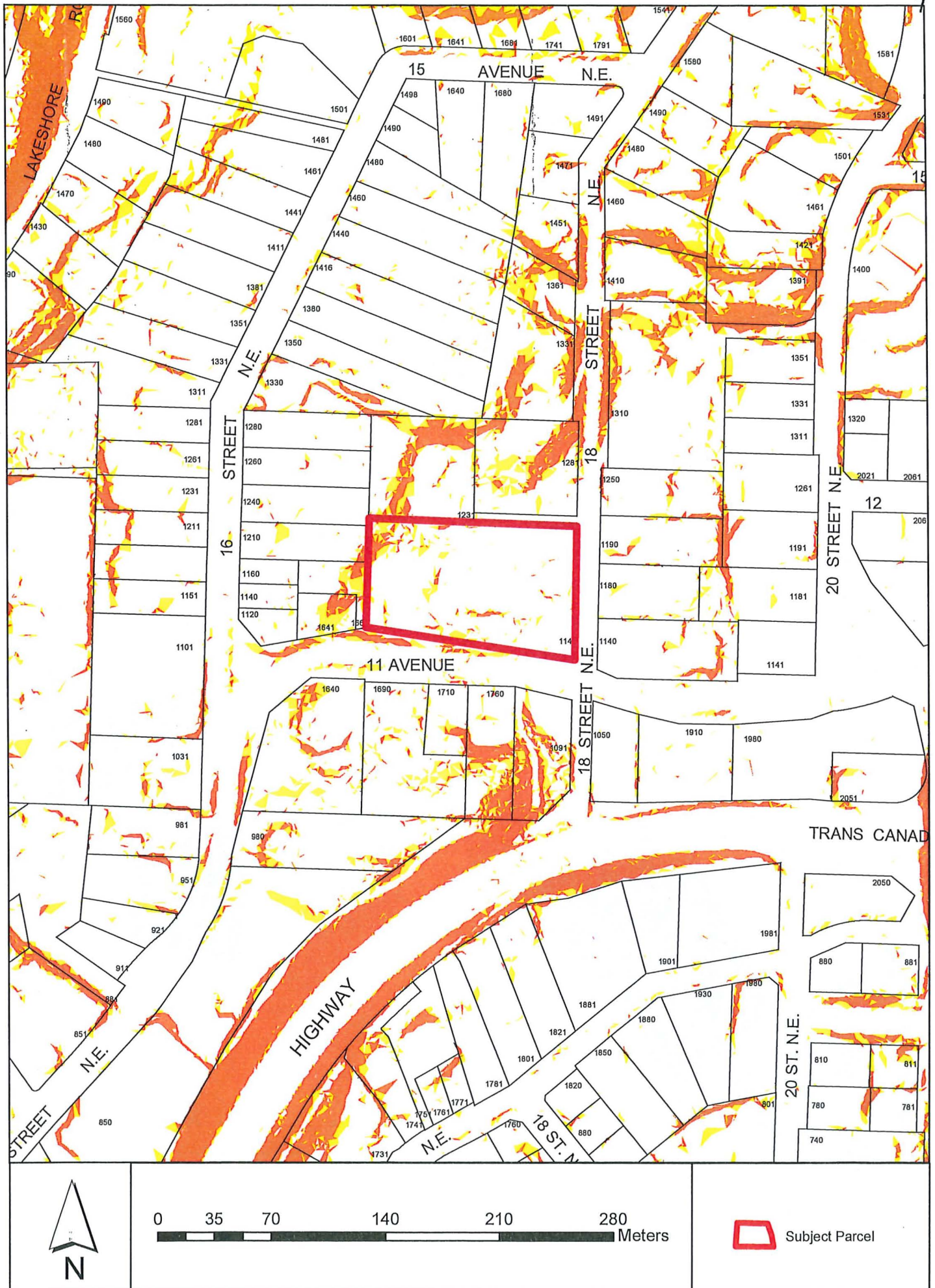
Reviewed by: Kevin Pearson, MCIP, RPP
Director of Development Services

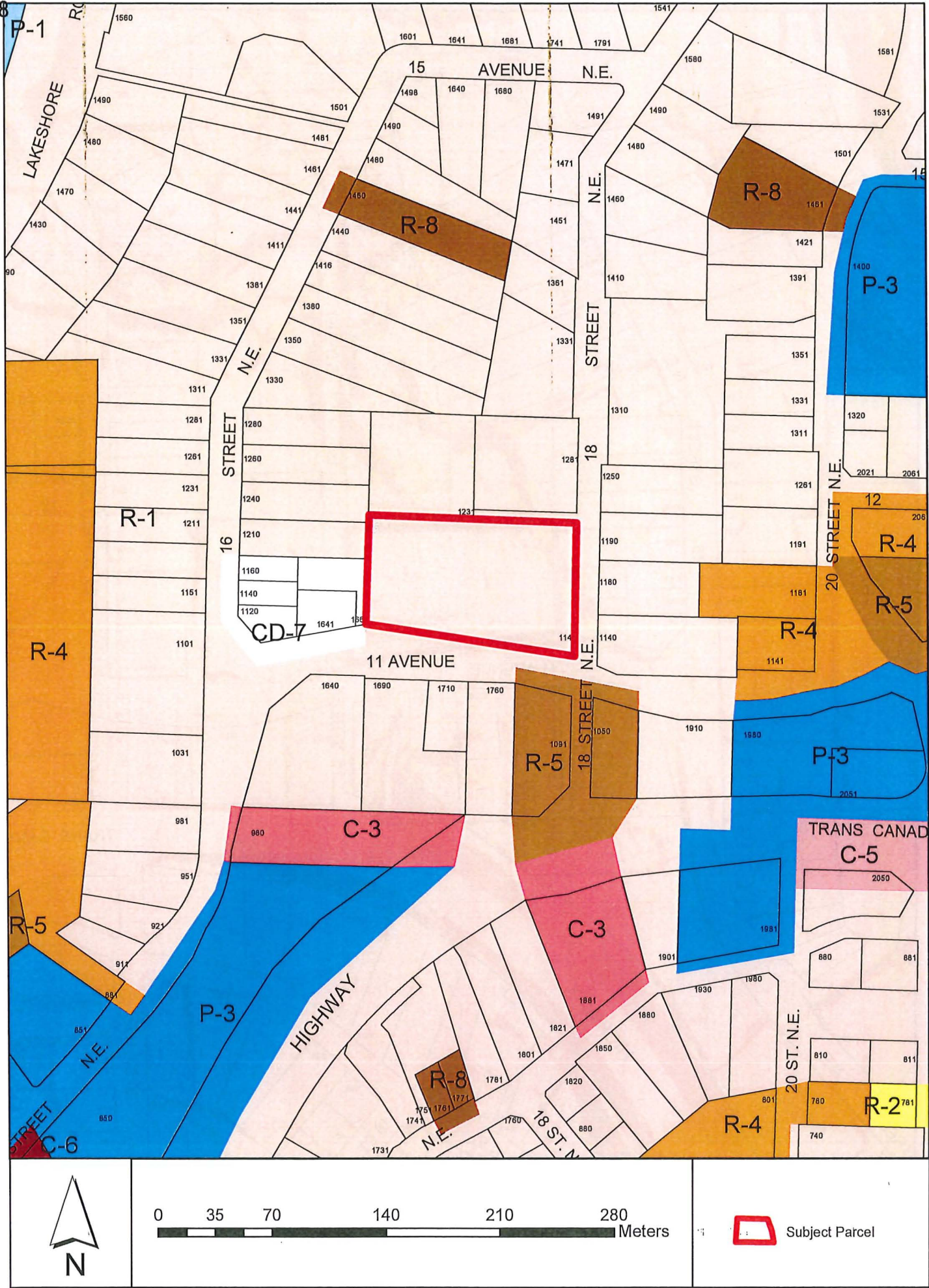




Subject Parcel









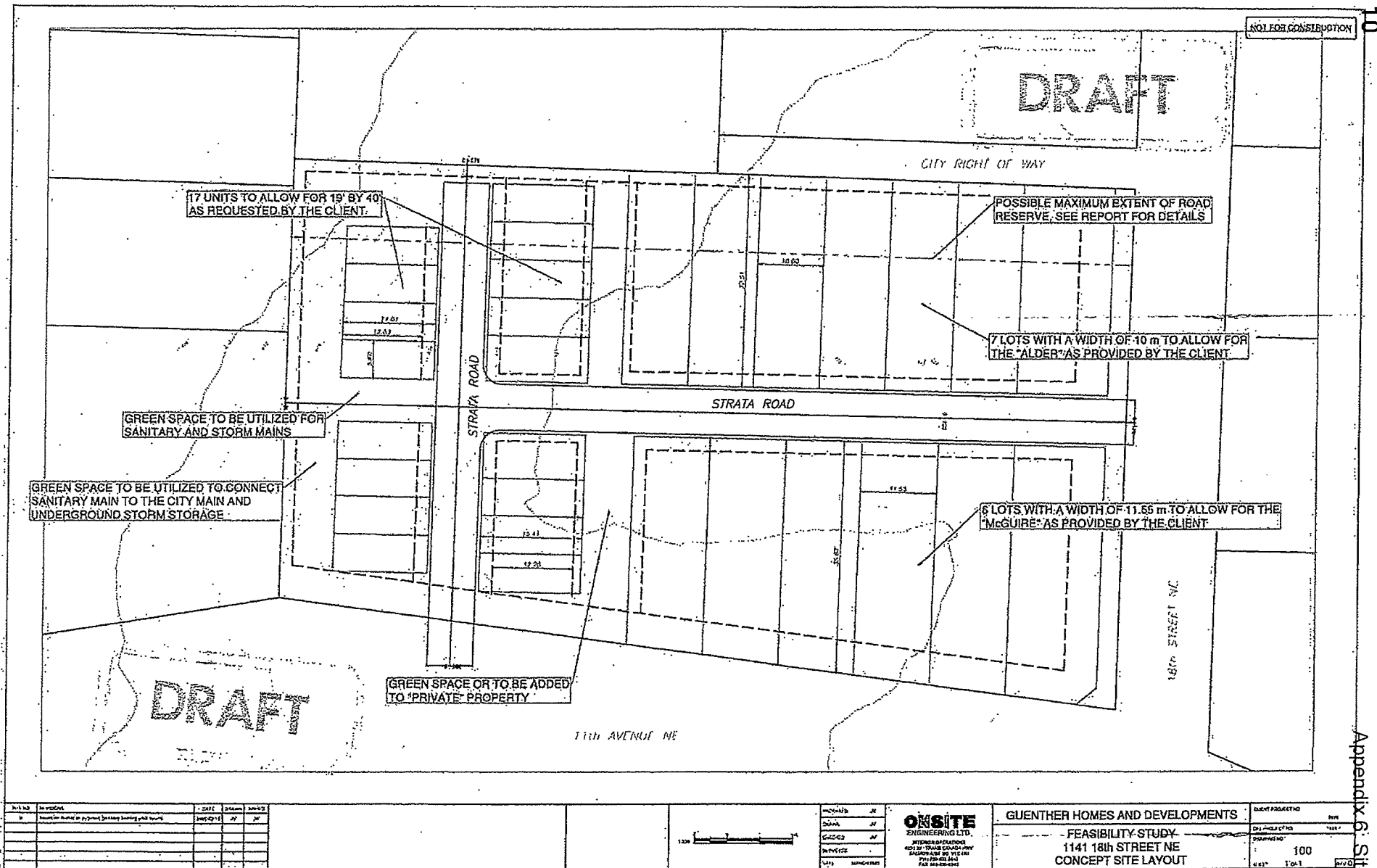
View north down 18 Street NE with subject property on left.



View of subject parcel northwest along 11 Avenue NE.



View northeast on 11 Avenue NE, showing adjacent development and existing dwelling at center.



CITY OF SALMON ARM

*Memorandum from the
Engineering and Public
Works Department*

TO:	Kevin Pearson, Director of Development Services
DATE:	07 April 2020
PREPARED BY:	Chris Moore, Engineering Assistant
OWNER:	508316 BC Ltd., PO Box 39, Salmon Arm, BC V1E 4N2
APPLICANT:	Kelly Guenther, PO Box 906, Salmon Arm, BC V1E 4P1
SUBJECT:	ZONING AMENDMENT APPLICATION FILE NO. ZON-1174
LEGAL:	Lot 3, Section 24, Township 20, Range 10, W6M KDYD, Plan KAP54560
CIVIC:	1141 – 18 Street NE

Further to your referral dated 2 April 2020, we provide the following servicing information. **The following comments and servicing requirements are not conditions for Rezoning; however, these comments are provided as a courtesy in advance of any development proceeding to the next stages:**

General:

1. Full municipal services are required as noted herein. Owner / Developer to comply fully with the requirements of the Subdivision and Development Services Bylaw No 4163. Notwithstanding the comments contained in this referral, it is the applicant's responsibility to ensure these standards are met.
2. Comments provided below reflect the best available information. Detailed engineering data, or other information not available at this time, may change the contents of these comments.
3. Properties shall have all necessary public infrastructure installed to ensure properties can be serviced with underground electrical and telecommunication wiring upon development.
4. Property under the control and jurisdiction of the municipality shall be reinstated to City satisfaction.
5. Owner / Developer will be responsible for all costs incurred by the City of Salmon Arm during construction and inspections. This amount may be required prior to construction. Contact City Engineering Department for further clarification.
6. Erosion and Sediment Control measures will be required at time of construction. ESC plans to be approved by the City of Salmon Arm.
7. At the time of subdivision the applicant will be required to submit for City review and approval a detailed site servicing / lot grading plan for all on-site (private) work. This plan will show such items as parking lot design, underground utility locations, pipe sizes, pipe elevations, pipe grades, catchbasin(s), control/containment of surface water, contours (as required), lot/corner elevations, impact on adjacent properties, etc.
8. For the off-site improvements at the time of subdivision the applicant will be required to submit for City review and approval detailed engineered plans for all off-site construction work. These plans must be prepared by a qualified engineer. As a condition of subdivision approval, the applicant will be required to deposit with the City funds equaling 125% of the estimated cost for all off-site construction work.

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Roads / Access:

1. 11 Avenue NE, on the subject properties southern boundary, is designated as a Urban Local Road standard, requiring 20.0m road dedication (10.0m on either side of road centerline). Available records indicate that no additional road dedication is required (to be confirmed by a BCLS).
2. 11 Avenue NE is currently constructed to an Interim Local Road standard. Upgrading to an Urban Local Road standard is required, in accordance with Specification Drawing No. RD-2. Upgrading may include, but is not limited to, street lighting and fire hydrants. Owner / Developer is responsible for all associated costs.
3. 18 Street NE, on the subject properties eastern boundary, is designated as an Urban Local Road standard, requiring 20.0m road dedication (10.0m on either side of road centerline). Available records indicate that 3.36m of additional road dedication is required (to be confirmed by a BCLS).
4. 18 Street NE is currently constructed to an Interim Local Road standard. Upgrading to an Urban Local Road standard is required, in accordance with Specification Drawing No. RD-2. Upgrading may include, but is not limited to, road widening and construction, curb & gutter, sidewalk, boulevard construction, street lighting, fire hydrants, street drainage and hydro and telecommunications. Owner / Developer is responsible for all associated costs.
5. The Laneway on the subject properties northern boundary requires 10.0m road dedication. Available records indicate that 4.0m of additional road dedication is required (to be confirmed by a BCLS).
6. The Laneway is not constructed to any standard, however, since it is currently only being used as a private driveway, no further upgrades are required.
7. Owner / Developer is responsible for ensuring all boulevards and driveways are graded at 2.0% towards the existing roadway.
8. A 5.0m by 5.0m corner cut is required to be dedicated at the intersection of 11 Avenue NE and 18 Street NE.
9. As 11 Avenue NE will be designated a Collector Road in the future due to traffic volumes, access shall be restricted to 18 Street NE only and no access will be permitted onto 11 Avenue NE.
10. Internal roadways are to be a minimum of 7.3m measured from face of curb. Truck turning movements shall be properly analysed to ensure internal road network will allow emergency and service vehicle access.

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Water:

1. The subject property fronts a 450mm diameter Zone 1 watermain on 11 Avenue NE and a 150mm diameter Zone 2 watermain on 18 Street NE. No upgrades will be required at this time.
2. The property shall be serviced by single metered water service connection (as per Specification Drawings No. W-11) adequately sized to satisfy the servicing requirements for the proposed use. Water meters will be provided by the City at time of Building Permit, at the owner/developers cost.
3. Bare Land Strata developments with ground oriented access have the option of a bulk water meter installed at property line at time of subdivision with invoicing to the Strata Corporation or individual strata lot metering with invoicing to each strata lot (currently on an annual flat rate). To qualify for the second option each unit requires a separate outside water service shut-off connected to the onsite private water main. Contact Engineering Department for more information. All meters will be provided at time of building permit by the City, at the owner/developers cost.
4. Records indicate that the existing property is serviced by a service of unknown size from the 150mm diameter watermain on 18 Street NE. This service is to be removed at the water main at the Owner / Developer's cost.
5. The subject property is in an area with sufficient fire flows and pressures according to the 2011 Water Study (OD&K 2012).
6. Fire protection requirements to be confirmed with the Building Department and Fire Department.
7. Fire hydrant installation will be required. Owners consulting Engineer shall review the site to ensure placement of fire hydrants meet the medium density spacing requirements of 90 meters.

Sanitary:

1. The subject property fronts a 200mm diameter sanitary sewer on 11 Avenue NE and a 150mm diameter sanitary sewer on 18 Street NE. Since the 18 Street NE sewer terminates at the top of the hill and there are no further properties served, no upgrades will be required.
2. The subject property is to be serviced by a single sanitary service connection adequately sized (minimum 100mm diameter) to satisfy the servicing requirements of the development. Owner / Developer's engineer may be required to prove that there is sufficient downstream capacity within the existing City Sanitary System to receive the proposed discharge from the development. Owner / Developer is responsible for all associated costs.

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3. Records indicate that the existing property is serviced by a 150mm service from the sanitary sewer on 11 Avenue NE. All existing inadequate/unused services must be abandoned at the main. Owner / Developer is responsible for all associated costs.

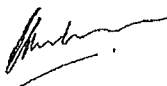
Drainage:

1. The subject property fronts a 525mm diameter storm sewer on 11 Avenue NE. No upgrades will be required at this time, however extension of the Storm sewer up 18 Avenue NE may be required to collect road drainage.
2. Records indicate that the existing property is not connected to City storm. However, there is an inlet structure on the south boundary of the property which is connected to a culvert crossing 11 Avenue NE. The development of this property makes this culvert and inlet structure redundant and it shall be decommissioned. Owner / Developer is responsible for all associated costs.
3. An Integrated Stormwater Management Plan (ISMP) conforming to the requirements of the Subdivision and Development Servicing Bylaw No. 4163, Schedule B, Part 1, Section 7 shall be provided.
4. Where onsite disposal of stormwater is recommended by the ISMP, an "Alternative Stormwater System" shall be provided in accordance with Section 7.2.
5. Where discharge into the Municipal Stormwater Collection System is recommended by the ISMP, this shall be in accordance with Section 7.3. The parcel shall be serviced by a single storm service connection adequately sized (minimum 150mm) to satisfy the servicing requirements of the development. Owner / Developer's engineer may be required to prove that there is sufficient downstream capacity within the existing City Storm System to receive the proposed discharge from the development. All existing inadequate / unused services must be abandoned at the main. Owner / Developer is responsible for all associated costs.

Geotechnical:

1. A geotechnical report in accordance with the Engineering Departments Geotechnical Study Terms of Reference for: Category A (Building Foundation Design), Category B (Pavement Structural Design) is required.

2020.04.09



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Chris Moore
Engineering Assistant



Jenn Wilson P.Eng., LEED ® AP
City Engineer

SECTION 9 - R-4 - MEDIUM DENSITY RESIDENTIAL ZONE

Purpose

- #2789 9.1 The purpose of the R-4 Zone is to provide for medium *density, multiple family* and small lot
#3740 *single family* residential developments. New *multiple family* developments zoned R-4 shall be required to obtain a *Development Permit* as per the requirements of the *Official Community Plan*, and shall comply with the provisions of the *Fire Services Act, British Columbia Building Code*, and other applicable legislation.

Regulations

- 9.2 On a *parcel zoned R-4*, no *building or structure* shall be constructed, located or altered and no plan of subdivision approved which contravenes the regulations set out in the *R-4 Zone* or those regulations contained elsewhere in this Bylaw.

Permitted Uses

- 9.3 The following uses and no others are permitted in the *R-4 Zone*:

- #2789 .1 *bed and breakfast* in a *single family dwelling*, limited to two let rooms;
#3082 .2 *boarders*, limited to two;
#3082 .3 *boarding home*;
#2782 .4 *commercial daycare facility*;
#3082 .5 *duplexes*;
#3082 .6 *family childcare facility*;
#2782 .7 *group childcare*;
#3082 .8 *home occupation*;
#2782 .9 *multiple family dwellings*;
.10 *public use*;
.11 *public utility*;
.11 *single family dwelling*;
.12 *triplexes*;
.13 *accessory use*.

Maximum Height of Principal Buildings

- 9.4 The maximum *height of a principal buildings* shall be 10.0 metres (32.8 feet). This may be increased to 13.0 metres (42.7 ft.), via the Development Permit process, if any of the special amenity(ies) in Table 2 are provided.

Maximum Height of Accessory Buildings

- 9.5 The maximum *height of an accessory building* shall be 6.0 metres (19.7 feet).

SECTION 9 - R-4 - MEDIUM DENSITY RESIDENTIAL ZONE - CONTINUED

Maximum Parcel Coverage

- #2811 9.6 The total maximum *parcel coverage* for *principal* and *accessory buildings* shall be 55% of the *parcel area*, of which 10% shall be the maximum parcel coverage for *accessory buildings*.

Minimum Parcel Area

- 9.7 .1 The minimum *parcel area* for a *single family dwelling* shall be 300.0 square metres (3,229.3 square feet).
 .2 The minimum *parcel area* for a *duplex* shall be 600.0 square metres (6,458.6 square feet).
 .3 The minimum *parcel area* for all other uses shall be 900.0 square metres (9,687.8 square feet).

Minimum Parcel Width

- #3740 9.8 .1 The minimum *parcel width* shall be 30.0 metres (98.5 feet).
 .2 Notwithstanding Section 9.8.1, the minimum *parcel width* for a *single family* lot shall be 10.0 metres (32.8 feet).
 .3 Notwithstanding Section 9.8.1, the minimum *parcel width* for a stacked *duplex* lot shall be 14.0 metres (45.9 feet).
 .4 Notwithstanding Section 9.8.1, the minimum *parcel width* for a side-by-side *duplex* lot shall be 20.0 metres (65.6 feet)).

Minimum Setback of Principal Buildings

- 9.9 The minimum *setback* of *principal buildings* from the:
- | | | |
|----------|--|------------------------|
| #3475 .1 | <i>Front parcel line</i> | |
| | - adjacent to a <i>highway</i> shall be | 5.0 metres (16.4 feet) |
| | - adjacent to an <i>access route</i> shall be | 2.0 metres (6.6 feet) |
| .2 | <i>Rear parcel line</i> | |
| | - adjacent to a <i>parcel zoned</i> | |
| | R-4 shall be | 3.0 metres (9.8 feet) |
| | - all other cases shall be | 5.0 metres (16.4 feet) |
| .3 | <i>Interior side parcel line</i> | |
| | - adjacent to a <i>parcel zoned</i> | |
| | R-4 shall be | 1.2 metres (3.9 feet) |
| | - all other cases shall be | 1.8 metres (5.9 feet) |
| .4 | <i>Exterior side parcel line</i> | |
| | - adjacent to a <i>highway</i> shall be | 5.0 metres (16.4 feet) |
| | - adjacent to an <i>access route</i> shall be | 2.0 metres (6.6 feet) |
| .5 | Minimum separation between residential <i>buildings</i> on the same lot of not more than one storey in height shall be | 1.5 metres (4.9 feet) |
| .6 | Minimum separation between residential <i>buildings</i> on the same lot of more than one storey in height shall be | 3.0 metres (9.8 feet) |

SECTION 9 - R-4 - MEDIUM DENSITY RESIDENTIAL ZONE - CONTINUED

- .7 Notwithstanding Sections 9.9.2 and 9.9.3, a *principal building* on a corner *parcel* may be sited not less than 1.5 metres (4.9 feet) from the *rear parcel line* provided the combined total of the *rear* and interior *side yards* shall be not less than 6.0 metres (19.7 feet).
- #1811 .8 Refer to Section 4.9 for "Special Building Setbacks" which may apply.

Minimum Setback of Accessory Buildings

9.10 The minimum *setback* of accessory *buildings* from the:

- | | | |
|----|---|------------------------|
| .1 | <i>Front parcel line</i> shall be | 5.0 metres (16.4 feet) |
| .2 | <i>Rear parcel line</i> shall be | 1.0 metre (3.3 feet) |
| .3 | <i>Interior side parcel line</i> shall be | 0.6 metre (1.9 feet) |
| .4 | <i>Exterior side parcel line</i> shall be | 5.0 metres (16.4 feet) |
- #1811 .5 Refer to "Pound and Animal Control Bylaw" for special setbacks which may apply.

Maximum Density

Note: The following *density* provisions are based on the *gross parcel area*. Parking requirements, *setback* requirements, road dedication, etc. have not been taken into consideration.

- #1789 9.11 .1 The maximum *density* shall be a total of 40 *dwelling units* or *sleeping units* per hectare (16.2 *dwelling units* or *sleeping units* per acre).
- .2 Notwithstanding Section 9.11.1, the maximum *density* in the R-4 Zone may be increased to a maximum of 50 *dwelling units* per hectare (20.2 units per acre) in accordance with Table 2. In Table 2, Column I sets out the special amenity to be provided and Column II sets out the added *density* assigned for the provision of each amenity.

SECTION 9 - R-4 - MEDIUM DENSITY RESIDENTIAL ZONE - CONTINUED

TABLE 2

COLUMN I SPECIAL AMENITY TO BE PROVIDED	COLUMN II ADDED DENSITY
1. Provision of each dwelling unit which caters to the disabled (e.g. wheelchair access)	▪ 2 units per hectare (0.8 units per acre)
2. Provision of <i>commercial daycare facility</i> 7 - 10 children 11 - 15 children 16 or more children	▪ 3 units per hectare (1.2 units per acre) ▪ 4 units per hectare (1.6 units per acre) ▪ 7 units per hectare (2.8 units per acre)
3. Provision of below <i>grade</i> or parkade type parking for at least 50% of the required off street parking	▪ 10 units per hectare (4.0 units per acre)
4. Provision of each rental <i>dwelling unit</i>	▪ 2 units per hectare (0.8 units per acre)
5. Provision of affordable rental <i>dwelling units</i> in accordance with special agreement under Section 904 (=3218)	▪ 5 units per hectare (2.0 units per acre)

Maximum Floor Area Ratio

9.12 The maximum *floor area ratio* of a *single family dwelling* shall be 0.65.

Parking

9.13 Parking shall be required as per Appendix I.

CITY OF SALMON ARM

To: His Worship Mayor Harrison and Members of Council
 Date: April 28, 2020
 Subject: Land Use Contract Termination

MOTION FOR CONSIDERATION

THAT: A bylaw be prepared for Council's consideration, adoption of which would terminate the following Land Use Contracts for the parcels legally described as:

- 1) LUC M61302 – 1311 20 Street NE (Lot 3 Township 20 Range 10 W6M KDYD Plan 28370), 1331 20 St NE (Lot 2 Township 20 Range 10 W6M KDYD Plan 28370) and 1351 20 St NE (Lot 1 Township 20 Range 10 W6M KDYD Plan 28370);
- 2) LUC M17793 – 2450 10 Avenue NE (Lot 2 Township 20 Range 10 W6M KDYD Plan 32155), 2600 10 Avenue NE (Lot A Township 20 Range 10 W6M KDYD Plan KAP61641), 631 24 Street NE (Lot 5 Township 20 Range 10 W6M KDYD Plan 27972), 620 24 Street NE (Lot 2 Township 20 Range 10 W6M KDYD Plan KAP56352) 2207 5 Avenue NE (Lots 1-38 Township 20 Range 10 W6M KDYD Plan K171) 671 24 Street NE (Lots 1-18 Township 20 Range 10 W6M KDYD Plan KAS2857), 660 24 Street NE (Lots 1-12 Township 20 Range 10 W6M KDYD Plan KAS1851); and
- 3) LUC M66216 – 5590 Canoe Beach Drive NE (Lot A Township 21 Range 9 W6M KDYD Plan 28434).

STAFF RECOMMENDATION

THAT: The motion for consideration be adopted.

BACKGROUND

In 2014 Section 548 of the Local Government Act (Appendix 1) was amended to require that all Land Use Contracts (LUC) are terminated by June 30, 2024. The City is required to have all necessary replacement zoning bylaws in place by June 30, 2022 and advise all owners that the Land Use Contract affecting their property will be terminated and current zoning regulations will then apply.

Land use contracts were a tool available to local governments prior to development permits and development cost charges. They were used to authorize site specific zoning, variances and to oblige developers to provide off site works and services. A Land Use Contract could be considered an 'overlay' taking precedence over zoning regulations. The amendment or discharge of a land use contract requires consent of the owner of the affected land, however termination can be done without consent as long as zoning is in place. There is an appeal available to the Board of Variance if the owner feels there is a hardship.

Termination of a Land Use Contract will require Council to adopt a bylaw following public notification and a public hearing similar to a zoning bylaw amendment; however, the LUC Termination Bylaw does not in itself rezone the property. The in-force date of the bylaw is required to be one year after adoption.

These three Land Use Contracts represent one third of the nine remaining on properties within the City. They are the most straightforward to remove as they addressed servicing at the time of subdivision, as opposed to land use, and will not require bylaw amendments or variances.

LAND USE CONTRACTS

Land Use Contract M61302

District of Salmon Arm Land Use Contract Bylaw No. 12, 1977 was adopted by Council to oblige the developer to provide works and services for the subdivision of Lots 3 and 4 Plan 3815 to create Lots 1, 2, 3 Plan 28370. Land Use Contract M61302 is attached as Appendix 2. At the time of subdivision the developer was required to provide road dedication and cash contributions toward water and sewer connections. The subject properties located along 20 Street NE as shown on Appendix 3 and 4 and are zoned Single Family Residential (R-1) as shown on Appendix 5. All servicing requirements were satisfied at the time of subdivision, this Land Use Contract can be terminated with no further action required.

Land Use Contract M17793

District of Salmon Arm Land Use Contract Bylaw No. 1, 1977 was adopted by Council to oblige the developer to provide works and services for the development of Lot 2 Plan 27972. Land Use Contract M17793 is attached as Appendix 6. The property was originally subdivided to create four strata developments and remainder. Section 22 of Land Use Contract M17793 allowed for, or required, a quit claim discharge upon acceptance by the municipality of the off-site services and one year maintenance period. Land Use Contract M17793 was discharged from the portion of the property that is Strata Plan K687 by District of Salmon Arm Discharge of Land Use Contract Bylaw No. 1, 1987. The subject properties are located along 24 Street NE, there are a number of owners including the Recreation Centre and Shaw Centre (City Property) as well as some commercial and residential properties as shown on Appendix 7 and 8. The zoning for the properties is shown on Appendix 9. All servicing requirements were satisfied at the time of subdivision, this Land Use Contract can be terminated with no further action required.

Land Use Contract M66216

District of Salmon Arm Land Use Contract Bylaw No. 11, 1977 was adopted by Council to allow the subdivision of Lot A Plan 13942 to create a new parcel, Lot A Plan 28434 at no cost to the Municipality. Land Use Contract M66216 is attached as Appendix 10. The subject property is located at 5590 Canoe Beach Drive as shown on Appendix 11 and 12 and is zoned Rural Holding (A-2) as shown on Appendix 13. This Land Use Contract can be terminated with no further action required.

COMMENTS

Engineering Department

No Engineering Department comments have been received. Subsequent to discharge of the LUCs, any subdivision or development will be subject to the City's Subdivision and Development Servicing Bylaw in effect of the day.

Building Department

No Building Department concerns.

Fire Department

No Fire Department comments have been received.

Planning Department

The land use contract terminations are consistent with Zoning and OCP designations. The existing uses are aligned with neighbouring land uses.

CONCLUSION

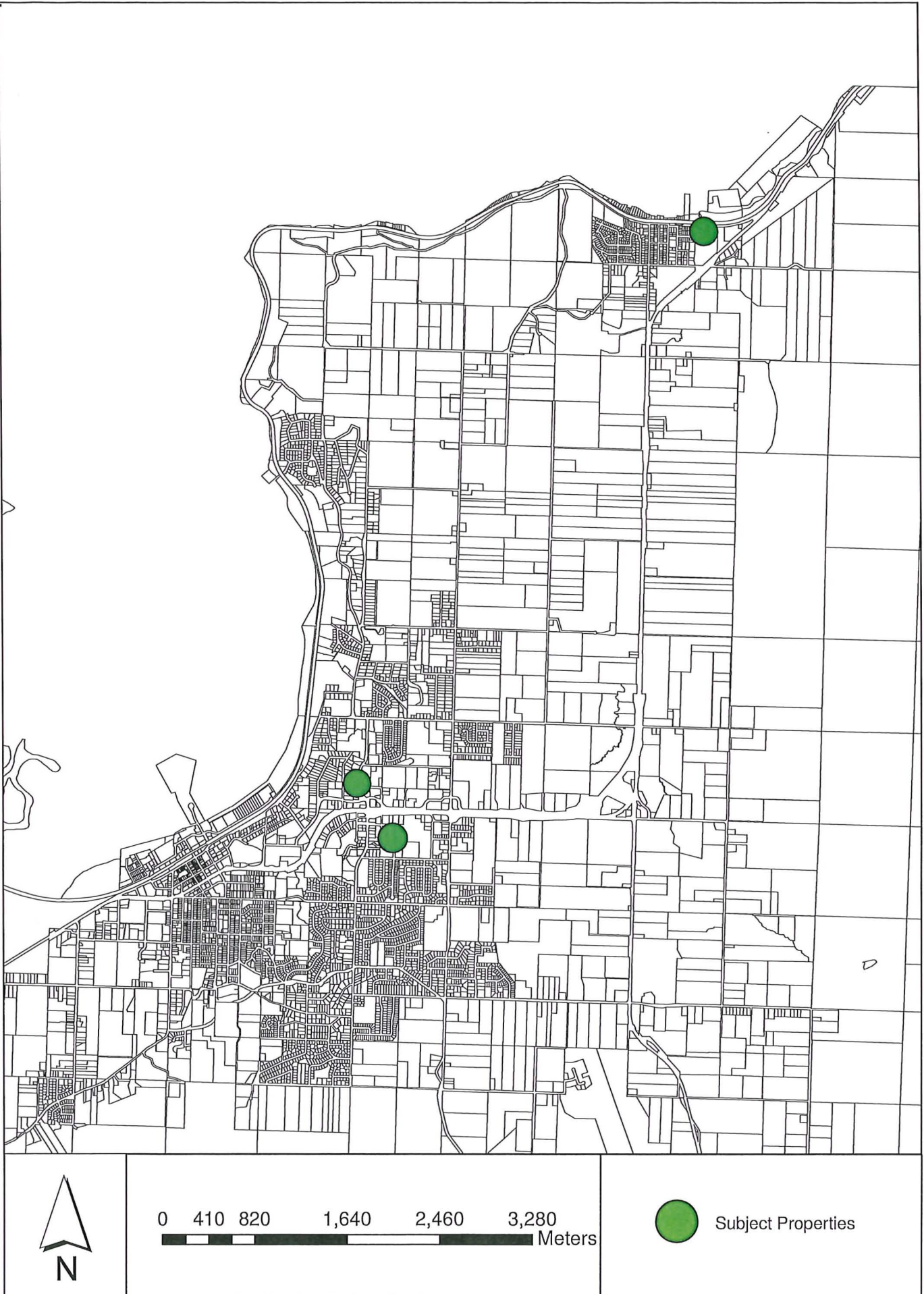
The proposed termination of Land Use Contracts is supported by staff. It is reasonable to remove these Land Use Contracts, any obligations from the City or the owners were satisfied at the time of development.

10.3

Prepared by: Scott Beeching, MCIP, RPP
Senior Planner

Kevin Pearson

Reviewed by: Kevin Pearson, MCIP, RPP
Director of Development Services



(8) A decision of the board of variance under subsection (5) is final.

Extent of damage to non-conforming use property

- 544** (1) A person may apply to a board of variance for an order under subsection (2) if the person alleges that the determination by a building inspector of the amount of damage under section 532 (1) *[end of non-conforming use protection if building of other structure is seriously damaged]* is in error.
- (2) On an application under subsection (1), the board of variance may set aside the determination of the building inspector and make the determination under section 532 (1) in its place.
- (3) The applicant or the local government may appeal a decision of the board of variance under subsection (2) to the Supreme Court.

Division 16 — Discharge and Termination of Land Use Contracts

Application to land use contracts under previous legislation

- 545** This Division applies to land use contracts within the meaning of section 702A of the *Municipal Act*, R.S.B.C. 1960, c. 255, before that section was repealed under section 13 of the *Municipal Amendment Act, 1977*.

Amendment and discharge of land use contract

- 546** (1) In this section, "**amend**" means modify, vary or discharge.
- (2) Subject to subsection (4), a land use contract that is registered in a land title office may be amended as follows:
- (a) by bylaw, with the agreement of
 - (i) the local government, and
 - (ii) the owner of any parcel that is described in the bylaw as being covered by the amendment;
 - (b) subject to subsection (3), by a development permit or a development variance permit, if the amendment does not affect the permitted use or density of use of any parcel against which the contract is registered;
 - (c) in the manner specified in the land use contract.
- (3) A land use contract must not be discharged in the manner provided for in subsection (2) (b).
- (4) Unless exempted by regulation under section 505 (4) *[controlled access highways]*, if a parcel affected by an amendment under this section is subject to section 52 (3) *[approval required for development near controlled access highway]* of the *Transportation Act*,
- (a) a bylaw under subsection (2) (a) must not be adopted, or
 - (b) a development permit or development variance permit under subsection (2) (b) must not be issued

until it has been approved by the minister responsible for the administration of the *Transportation Act*.

- (5) If a local government proposes to amend a land use contract under subsection (2) (a) respecting any matter in it relating to density or use of an area covered by the contract, Division 3 [*Public Hearings on Planning and Land Use Bylaws*] applies.
- (6) If a land use contract is amended by bylaw, a development permit or a development variance permit, the local government must register the amendment in the land title office in accordance with the *Land Title Act*.
- (7) On registration under subsection (6), the registrar of land titles may require
 - (a) that a certified copy of the bylaw under this section be registered together with the amendment to the land use contract, and
 - (b) that a certified copy of the development variance permit or development permit be registered together with the land use contract as amended by it.
- (8) The registrar of land titles is not required to inquire whether the land use contract amendment has been made in accordance with this Part or whether it is a valid amendment before permitting registration of an amendment under subsection (6).

Termination of all land use contracts in 2024

- 547** (1) All land use contracts are terminated on June 30, 2024.
- (2) A local government that has jurisdiction over land subject to a land use contract must, by June 30, 2022, adopt a zoning bylaw that will apply to the land on June 30, 2024.

Process for early termination of land use contract

- 548** (1) In this section:

"charge number" means, in relation to a land use contract that is registered as a charge against a title to land, the serial number assigned to the land use contract by the registrar of land titles;

"parcel identifier" means a permanent parcel identifier assigned under section 58 of the *Land Title Act*.

- (2) Despite section 547, a local government may, by bylaw, terminate a land use contract that applies to land within the jurisdiction of the local government.
- (3) A bylaw under subsection (2)
 - (a) must not be adopted after June 30, 2022,
 - (b) must provide that the bylaw comes into force on a date that is
 - (i) at least one year after the date the bylaw is adopted, and
 - (ii) not later than June 30, 2024, and

- (c) must not be adopted unless the local government has adopted a zoning bylaw that will apply to the land on the date the bylaw under subsection (2) comes into force.
- (4) Section 546 *[amendment and discharge of land use contracts]* does not apply in relation to a bylaw adopted under subsection (2).
- (5) Despite section 135 (3) *[at least one day between third reading and adoption]* of the *Community Charter*, a council may adopt a bylaw under subsection (2) at the same meeting at which the bylaw passed third reading.
- (6) Within 30 days after adopting a bylaw under subsection (2), a local government must give written notice of the bylaw to the proper land title office for each parcel of land subject to a land use contract that the bylaw will terminate.
- (7) A notice under subsection (6) must
 - (a) be in a form satisfactory to the registrar of land titles,
 - (b) include a certified copy of the bylaw, and
 - (c) identify the following:
 - (i) by charge number, each land use contract that the bylaw will terminate;
 - (ii) by legal description and parcel identifier, each parcel of land subject to a land use contract that the bylaw will terminate.

Notice of termination

- 549** (1) A local government must give written notice of the termination of a land use contract to the owners of land that is within the jurisdiction of the local government and subject to the land use contract.
- (2) A notice under subsection (1) must
- (a) be mailed or otherwise delivered as follows:
 - (i) if the local government adopts a bylaw under section 548 that will terminate the land use contract, by the date that is 10 days after the adoption of the bylaw to the owners as shown on the assessment roll as at the date of the first reading of the bylaw;
 - (ii) if subparagraph (i) does not apply, by June 30, 2022 to the owners as shown on the assessment roll as at a date no more than one month before the notice is mailed or delivered,
 - (b) identify the place where and the times and dates when zoning bylaws are available for public inspection, and
 - (c) if the local government adopts a bylaw under section 548 that will terminate the land use contract, inform the owners that they may apply to a board of variance for an exemption under section 543 *[variance or exemption to relieve hardship]*.

- (3) The obligation to deliver a notice under subsection (2) (a) is satisfied if a reasonable effort was made to mail or otherwise deliver the notice.

Discharge of terminated land use contract

- 550** (1) This section applies despite any enactment or law to the contrary.
- (2) If a land use contract is registered as a charge against a title to land and the land use contract is terminated under section 547 *[2024 termination]* or 548 *[early termination]*, the charge is deemed to be discharged as of the date of the termination of that land use contract.
- (3) The following are conclusive proof that a land use contract is terminated:
- (a) before June 30, 2024,
 - (i) this Act, and
 - (ii) a certified copy of the bylaw under section 548 that terminates the land use contract;
 - (b) on or after June 30, 2024, this Act.
- (4) The registrar of land titles is not required to inquire whether a bylaw under section 548 has been made in accordance with this Part before cancelling registration of a charge that is discharged by operation of that bylaw and subsection (2) of this section.

Division 17 — Regulation of Farm Businesses in Farming Areas

Agriculture minister may set standards for farm bylaws

- 551** (1) In this Division, "**agriculture minister**" means the minister responsible for the administration of the *Farm Practices Protection (Right to Farm) Act*.
- (2) The agriculture minister may establish, publish and distribute standards in relation to farming areas for the guidance of local governments in the preparation of zoning bylaws and bylaws under this Division.
- (3) Standards under subsection (2) may differ for different parts of British Columbia.

Farming area bylaws

- 552** (1) This section does not apply unless a regulation under section 553 declares that it applies.
- (2) A local government may make bylaws in relation to farming areas as follows:
- (a) respecting the conduct of farm operations as part of a farm business;
 - (b) respecting types of buildings, structures, facilities, machinery and equipment that are prerequisite to conducting farm operations specified by the local government and that must be utilized by farmers conducting the specified farm operations;

LUC-6

MUNICIPALITY OF SAMMON ARM

7 OCT 1971

THIS AGREEMENT made the 7 day of SEPTEMBER 1971

BEFORE

appeared on SAMMON ARM, a municipal corporation having its place of business at 1040 North Street, Sammon Arm, in the Province of British Columbia

hereinafter called the "Municipality"

OF THE PROVINCE OF BRITISH COLUMBIA

AND

appeared before SAMMON ARM, a municipal corporation having its place of business at 1040 North Street, Sammon Arm, in the Province of British Columbia

hereinafter called the "Developer"

ON THE SECOND DAY

of SEPTEMBER 1971

WITNESSES the signatures of the

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, 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 developer, 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 Municipal Council 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;

Registered the 31 Day of 10
1971 on Application Received
at the Time Written or Stamped
on the Application.

5209

000000

LAND USE CONTRACT

THIS AGREEMENT made the 7 day of SEPTEMBER 1977

between the MUNICIPALITY OF SIMON ARMY, a municipal corporation having the place of business at 1600 Avenue Street, Simon Army, in the Province of British Columbia

(hereinafter called the "Municipality")

of the one part

AND

between the MUNICIPALITY OF SIMON ARMY, a municipal corporation having the place of business at 1600 Avenue Street, Simon Army, in the Province of British Columbia

(hereinafter called the "Developer")

of the second part

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, 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 developer, 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 Municipal Council 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;

Registered the 31 Day of 1977
1977 on Application Received
at the Time Written or Stamped
on the Application.

1977

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality, of Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Sections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained;

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the land is within a development area of the Municipality;

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement, until the Council held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-law voted in favour of the by-law authorizing the Municipality to enter into this Contract;

7. NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

1. The Developer is the registered owner of an estate in fee simple of all and singular that certain piece or tract of land and premises, situated, lying and being in the District of Salmon Arm, in the Province of British Columbia, and being more particularly known and described as:

lots three and four of 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

(hereinafter called the "Land")

2. No persons other than the Developer have a registered interest in the Land.

3. The Land may be subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "A" subject to the approval of the Approving Officer of the Municipality.

4. Except as hereinafter specifically provided the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality.

5. The Developer shall dedicate by the Plan of Subdivision referred to in section 3 and 9 hereof as road the easterly twelve feet (12') of Lots 3 and 4 of Plan 3815 and shall cause the area dedicated to be cleared of trees and shrubs where directed to do so by the Municipality.

6. The Developer shall pay to the Municipality, in cash, at the time of execution of this agreement the sum of One Thousand (\$1,000.00) DOLLARS.

It is understood and agreed that this sum is made up of two sewer connection fees of Three Hundred (\$300.00) DOLLARS each and two water connection fees of Two Hundred (\$200.00) DOLLARS each, which payments will satisfy sewer and water connection fees for those lots that will exist after registration of the Subdivision Plan, Schedule "A".

7. The Developer shall abandon the existing water line serving the existing houses of the land and re-route the same so that it does not cross any property lines to be created by the registration of the Subdivision Plan, Schedule "A".

8. It is acknowledged that as a result of the Developer paying the funds hereinafter specified, the Municipality acknowledges that the development proposed will not create an excessive cost to be borne by the Municipality at this time. It is further acknowledged by the parties hereto that the impact of the proposed development on present and future public costs has to a large extent been eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this Contract.

The Developer shall pay to the Municipality, in addition to the monies specified in section 6¹⁰ and 11 hereof, in cash, at the time of the execution of this Agreement, the sum of One Thousand One Hundred and Seventy-five (\$1,175.00) DOLLARS for the new lot created by the subdivision more particularly shown in Schedule "A". It is understood and agreed that this sum is made up of Three Hundred and Seventy-five (\$375.00) DOLLARS being the estimated additional cost to the Municipality of providing water works, Five Hundred (\$500.00) DOLLARS as the additional sum required by the Municipality for the provision of drainage work, and Three Hundred (\$300.00) DOLLARS as the additional sum required by the Municipality for providing the park space required to properly service the subdivision.

9. It is understood and agreed that no building permits shall be issued to undertake any improvements on any of the lots to be created by Subdivision Plan Schedule A, until the registration of the Subdivision Plan in the Kamloops Land Registry Office.

10. The Developer shall pay to the Municipality, total inspection fees of forty (\$40.00) dollars.

11. The Developer shall pay to the Municipality any legal costs incurred by the Municipality in the preparation or registration of this Contract.

12. Schedule B is hereby incorporated into and made a part of this Agreement.

13. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer and the Developer has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Municipality in either case other than those in this Contract.

14. This Agreement shall be construed as running with the land and shall be registered in the Land Registry Office, Kamloops, British Columbia by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

15. Whenever 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.

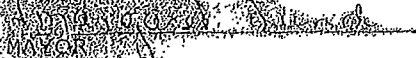
16. Except as hereinafter provided this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

A public meeting on this subject was held on
the 22 day of August, 1977.

THIS AGREEMENT WAS APPROVED by an affirmative
vote of at least two thirds of all the members of the council
of the Municipality present at the meeting at which the vote is
taken and entitled to vote on the by-law authorizing the contract
on the 22 day of August, 1977.

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

THE CORPORATE SEAL OF THE
MUNICIPALITY OF SALMON ARM WAS
HEREINTO AFFIXED IN THE
PRESENCE OF:

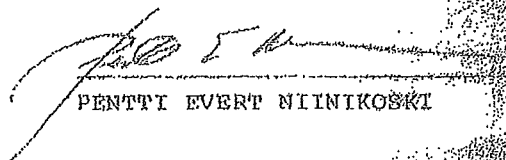

Barrett N. Wynne

DRAWN, SIGNED AND DELIVERED
BY PENTTI EVERT NIINIKOSKI,
Developer, in the presence of:

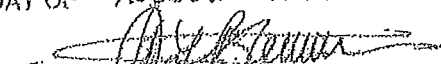

Barrett N. Wynne

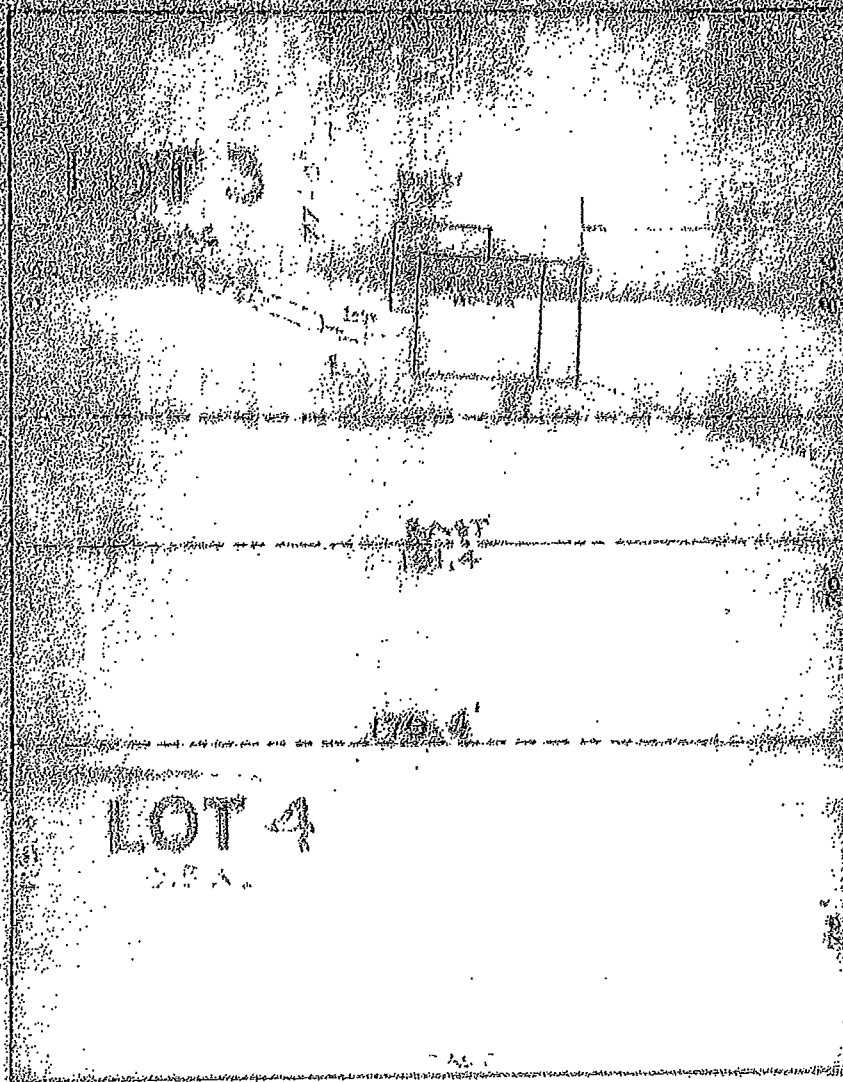
BARRETT N. WYNNE
ADMINISTRATOR
2nd FLR. 3838 SHUSWAP AVE.
BOX 110, SALMON ARM, B.C.

CERTIFICATION


PENTTI EVERT NIINIKOSKI

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT THIS 15
DAY OF August, 1977.


APPROVING OFFICER, MINISTRY OF
HIGHWAYS & PUBLIC WORKS



12' Road Dedication
[Signature]

P. 31 1212
N. 14 SEC. 24 T. 1 N. R. 15 W. 6 N.
SCALE - 1 inch = 30 feet

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT TILS 15
DAY OF August 1977.

[Signature]
APPROVING OFFICER, MINISTRY OF
HIGHWAYS & PUBLIC WORKS

I HEREBY CERTIFY that on the 14th day of September 1917 at Salmon River, in the Province of British Columbia, I was personally present and did see the within instrument duly executed by the said [Name] and that he is the person of the said instrument and am of the full age of sixteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Salmon River, in the Province of British Columbia, this 14th day of September 1917.

[Signature]
[Name]
[Title]
[Address]

Province of British Columbia
[Address]

Province of British Columbia
[Address]

I, [Name], of the Province of British Columbia, do hereby certify that I was personally present and did see the within instrument duly executed by the said [Name] and that he is the person of the said instrument and am of the full age of sixteen years.

Sworn before me at [Location] in the Province of British Columbia, this 14th day of September 1917.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 14th day of September 1917, at Salmon River, in the Province of British Columbia, I was personally present and did see the within instrument duly executed by the said [Name] and that he is the person of the said instrument and am of the full age of sixteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Salmon River, in the Province of British Columbia, this 14th day of September 1917.

DISTRICT OF SALMON ARM

BY-LAW NO. 1210

TO VEST IN THE DISTRICT OF SALMON ARM THE POWER TO ENTER INTO A LAND USE COVENANT

WHEREAS the Council of the District of Salmon Arm has the honor to enter into a land use covenant with P. E. Nienke, relating to the development of lots 3 & 4, Plan 2815, B.V. Section 22, Township 20, Range 10;

AND WHEREAS pursuant to Section 702A(3) of the Municipal Act, the Council may, upon the application of an owner of land within the development area, or his agent, enter into a land use covenant;

AND WHEREAS the public has the right, by Section 702A(6) of the Municipal Act, to have a public hearing on the application of this by-law;

NOW THEREFORE the Municipality Council of the District of Salmon Arm, in open meeting assembled, enact as follows:-

The Mayor and Clerk are hereby authorized to execute the Land Use Contract with the Nienkes attached hereto and marked Schedule "A".

The Clerk is hereby authorized to register the said Land Use Contract as a charge against the foregoing land property of P. E. Nienke, which shall have the force and effect of a restrictive covenant running with the land, and is further authorized to do all things necessary to complete registration in the Land Registry Office in Kamloops.

This by-law may be cited as "District of Salmon Arm Land Use Contract By-law No. 12, 1977".

READ A FIRST TIME this 11th day of July, 1977.

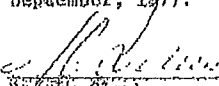
READ A SECOND TIME this 11th day of July, 1977.

READ A THIRD TIME this 11th day of July, 1977.

RECONSIDERED, FINALLY PASSED AND ADOPTED by the District Council on the 22nd day of August, 1977.

I hereby certify the foregoing to be a true and correct copy of By-law No. 1210 of the District of Salmon Arm Land Use Contract By-law No. 12, 1977" as adopted by Council on the 22nd day of August, 1977.

Dated at Salmon Arm, B.C. this 6th day of September, 1977.


Deputy Clerk

"L.M. Lund"
Mayor

"F.W. Spence"
Clerk

Form K

N 61303

LAND DIVISION ACT

1977

APPLICATION TO DEPOSIT PLAN OF SUBDIVISION

FILE

I hereby, on behalf of BRANDT, HILARIOSKI, "Builder" of Box 100, Salmon Arm, BC, apply to deposit

a plan of the subdivision of lots 3 and 4, Section 24, Township 20, Range 12,

West of the 5th Meridian, Kamloops Division Yale District, Plan 3015, District of Salmon Arm

Herewith with fees to the amount of \$

Dated the 8th day of September, 19 77

SUBDIVISION PLAN
3015
1977

Sandra Wilson

WANDA E. BARTLEY
REGISTERED PROFESSIONAL
P.O. BOX 201
SALMON ARM, B.C.

9

2/2

Application No: 21613031

• **Trüffling** No

Declaración

Admission No.

Mege

PEN T1 EVERT NIKOLAI

Butler

Oyuncu 16/10/1974 tarihinde gubirceci.

R.O. Box 140

Date of application: 1/7/0/97

Salmon A.R.N.

UNLAWFUL OWNER

Be

List of Instruments:

Fassar K

LAND DESCRIPTION

Leaf 1, 2, and 3

Lecture 26.

Temp. 20

Rge 10

W6m. K.O. 7/20

Plan 28370

District of Columbia

Endorsements:

Lab. C. M 61302.

10/177

MUNICIPAL ACT
SEC. 702 A



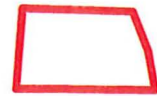
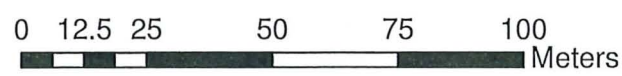
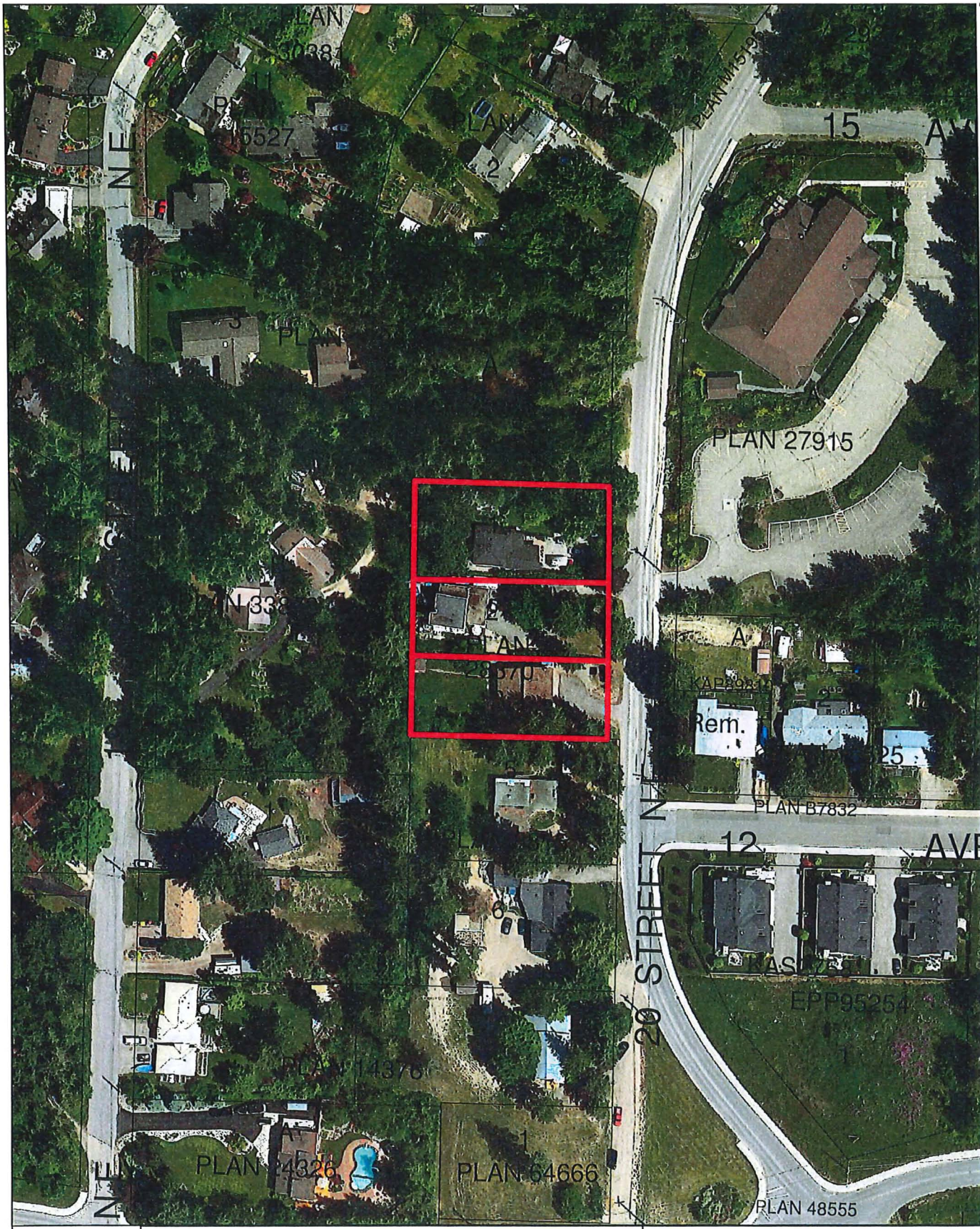
Provide Information Summary
eDAS File Number: 2020-00578

Details:

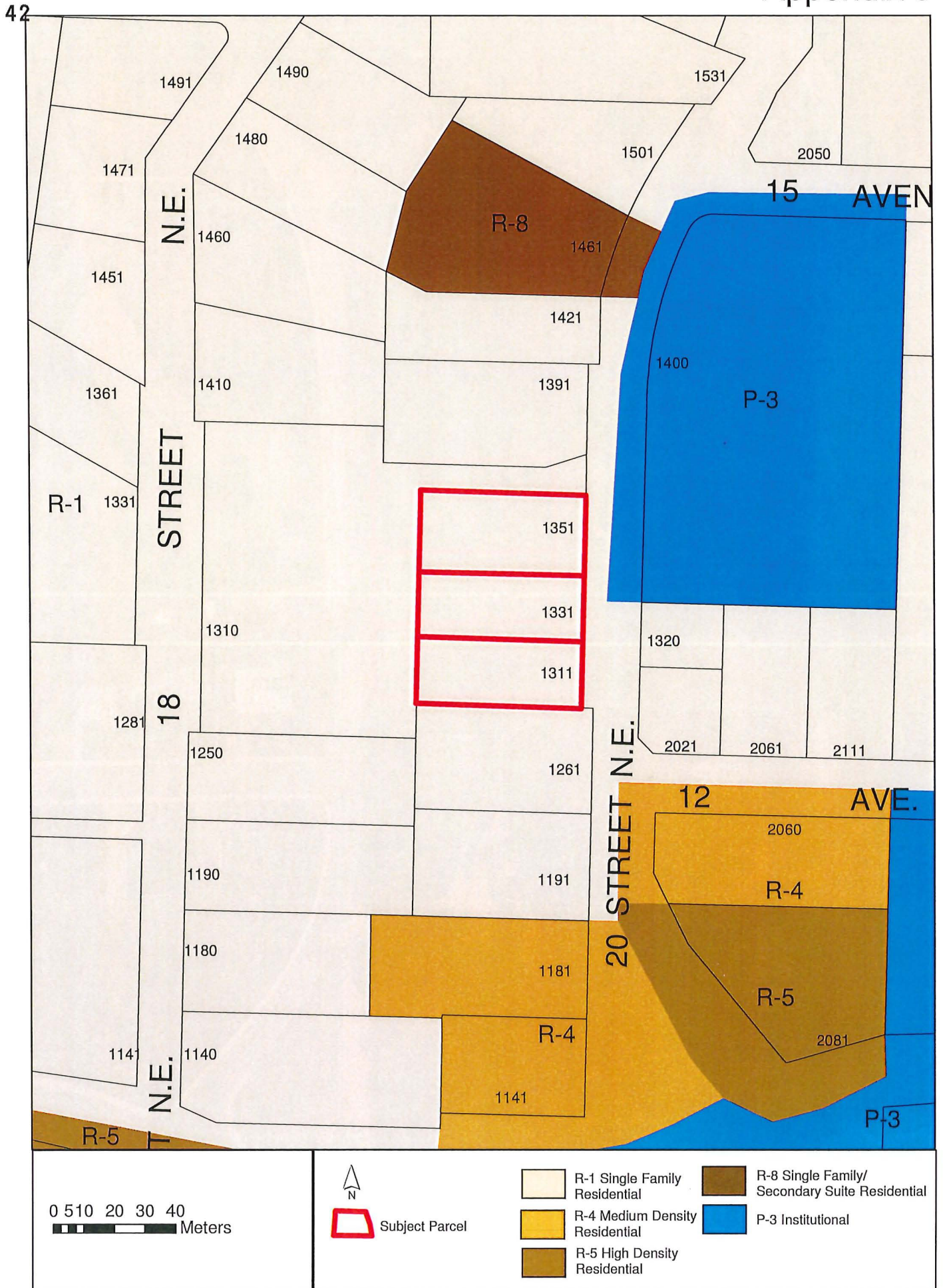
Date Submitted: Wednesday, April 29, 2020 08:58:26
Information Provided: Bylaw 4375
Reason: For approval

Attachments:

Filename	File Description	Classification
Bylaw 4375.pdf	Bylaw 4375	Document



Subject Parcel



DISTRICT OF SALMON ARM

BY-LAW NO. 1186

Being a by-law to authorize the District of Salmon Arm to enter into a Land Use Contract.

M 17793

WHEREAS it is considered desirable to enter into a Land Use Contract with Hiller Homes Ltd. pertaining to the development of Lot 2, Plan 1511, NE $\frac{1}{4}$ Section 13, Township 20, Range 10;

AND WHEREAS pursuant to Section 702A(3) of the Municipal Act the Council may, upon the application of an owner of land within the development area, or his agent, enter into a land use contract;

AND WHEREAS the public hearing required by Section 702A(6) of the Municipal Act was held on the 6th day of January, 1977;

NOW THEREFORE the Municipal Council of the District of Salmon Arm, in open meeting assembled, enacts as follows:-

1. The Mayor and Clerk are hereby authorized to execute the Land Use Contract with Hiller Homes Ltd. attached hereto and marked Schedule "A".
2. The Clerk is hereby authorized to register the said Land Use Contract as a charge against the aforementioned property of Hiller Homes Ltd., which shall have the force and effect of a restrictive covenant running with the land, and is further authorized to do all things necessary to complete registration in the Land Registry Office in Kamloops.
3. This by-law may be cited as "District of Salmon Arm Land Use Contract By-law No. 1, 1977".

READ A FIRST TIME this 24th day of January, 1977.


READ A SECOND TIME this 24th day of January, 1977.

READ A THIRD TIME this 24th day of January, 1977.

APPROVED BY THE PROVINCIAL HIGHWAYS MINISTRY under the Contracted Access Highways Act on the 24 day of MARCH, 1977.

RECONSIDERED, FINALLY PASSED AND ADOPTED by the District Council on the 7th day of February, 1977.

I HEREBY CERTIFY the foregoing to be a true and correct copy of By-Law No. 1186 cited as "District of Salmon Arm Land Use Contract By-Law No. 1, 1977" as adopted by Council on the 7th day of February, 1977.


Clerk


Mayor


Clerk

5819 0005.00

CONSENT

KNOW ALL MEN by these presents that:

CENTRAL MORTGAGE AND HOUSING CORPORATION of
Kelowna, British Columbia being
 the holder of a charge by way of Mortgage registered
 in the Land Registry Office at Kamloops under
 Number M07503 against all and singular that certain parcel or
 tract of land and premises being in the District of Salmon Arm
 in the Province of British Columbia and known and described as:

LOT 3
 Section 13
 Township 20
 Range 10
 West of the 6th Meridian
 Kamloops Division Yale District
 PLAN 27623

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 owner
 of the said Lands and the District of Salmon Arm dated
 the 31st day of December, 1976, against the aforementioned Lands in priority
 to 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.



CENTRAL MORTGAGE AND HOUSING CORPORATION

David C. Seval
 President
[Signature]
 Director of Administration

STATUTORY DECLARATION OF ATTORNEYS

We, Thomas Bernard Smith and Joseph Rene Denis Fontaine
of the City of Vancouver in the Province of British Columbia,
SEVERALLY DO SOLEMNLY DECLARE:

1. That we are the attorneys for The Royal Bank of Canada.
2. That we are the persons who subscribed the name of The Royal Bank of Canada in the annexed instrument as the maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of The Royal Bank of Canada and we had not received any notice or information of the bankruptcy or dissolution of The Royal Bank of Canada.
4. That we know the contents of the said instrument and subscribed the name of the said The Royal Bank of Canada thereto voluntarily as the free act and deed of the said The Royal Bank of Canada.

AND WE 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 and by virtue of the "Canada Evidence Act".

SEVERALLY DECLARED before me at the City
of Vancouver, in the Province of British Columbia,

this 10 day of February A.D. 19 77.

[Signature]
A Commissioner for taking Affidavits within British Columbia

W. HENSON

[Signature]
[Signature]

CONSENT

KNOW ALL MEN by these presents that:

THE ROYAL BANK OF CANADA of
Salmon Arm, British Columbia being
 the holder of a charge by way of Mortgage registered
 in the Land Registry Office at Kamloops under
 Number M3567 against all and singular that certain parcel or
 tract of land and premises being in the District of Salmon Arm
 in the Province of British Columbia and known and described as:

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 owner
 of the said Lands and the District of Salmon Arm dated
 the _____ day of _____ 1976, against the aforementioned Lands in priority
 to 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 Royal Bank of Canada has caused these presents to be signed
 by its duly authorized attorneys in that behalf at Vancouver, B.C. this 10th
 day of February, A.D. 1977

SIGNED, SEALED AND DELIVERED
 in the presence of:

V. Elise Carter
 #49 - 1139 - 7th Avenue
 Richmond, B.C.
 Secretary

(Witness as to both signatures)

THE ROYAL BANK OF CANADA
 by its lawful attorneys:

APPROVED
 FOR
 SIGNATURE

V. Elise Carter

[Signature]
[Signature]

LAND USE CONTRACT

THIS AGREEMENT made the 1th day of February, A.D., 1977.

BETWEEN:

DISTRICT OF SALMON ARM, a municipal corporation having its place of business at 8640 Harris Street, Salmon Arm, in the Province of British Columbia;

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

HILLER HOMES LTD, a body corporate duly incorporated under the laws of British Columbia and having its chief place of business at 50 Avenue North East, Salmon Arm, in the Province of British Columbia;

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS:

A. The Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, 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 developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

B. The Municipal Act requires that the Municipal Council 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;

C. The Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality, of Section 712 or 713 of the Municipal Act or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

D. The Council of the Municipality, having given due consideration to the criteria set forth in Sections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions and consideration herein contained;

APR 5 1977
Registered the Day of
19... on ived
at the... stamped
on the Application

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E. The land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, and the approval of the Minister of Highways to the terms hereof must be obtained;

F. The land is within a development area of the Municipality;

G. The Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this agreement, until the Council held a public hearing in relation to this agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-law, voted in favour of the by-law authorizing the Municipality to enter into this contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

1. OWNER

The Developer is 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 District of Salmon Arm, in the Province of British Columbia, and being more particularly known and described as:

OK
M7024
Lots 1, 2 and 3, Section 13, Township 20, Range 10, West of the 6th Meridian, Kamloops Division Yale District, Plan 27623 (formerly known as:

First: That part shown as Parcel "A" on Plan "B"7098 of Lot 2, except those parts included in Plans 7032 and 20121.

Secondly: Lot 2, except those portions: (1) shown as Parcel 30 on Plan "A"1064 (2) included on Plans "B"7098 and 7032, All of Section 13, Township 20, Range 10, West of the 6th Meridian, Kamloops Division Yale District, Plan 1151, District of Salmon Arm.)

(hereinafter called the "Land")

2. CONSENTS

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

3. DEVELOPMENT

3.1 The Land is to be, or has been, subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "A" (herein called the "First Subdivision") subject to the approval of the Approving Officer of the Municipality, which approval shall be, or has been, granted on compliance with the following conditions:

(a) The Developer shall sell and the Municipality shall purchase from the Developer the Lot shown as Lot 2 on the Plan of Subdivision of the First Subdivision for use as a school site, for the purchase price of \$40,000.00; and

(b) The Developer shall complete all services in connection with the frontage road shown lying to the North of the lot shown as Lot 1 on the Plan of Subdivision of the First Subdivision, such services to be completed to Municipal standards save and except only for paving, which is to be completed by the Developer in the manner hereinafter set forth and contained in paragraph 8 hereof, the services and standards are more particularly set out in Schedule "E";

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LAND USE CONTRACTSchedule of Persons Having a Registered Interest In the Land Whose Consents are Required

<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>	<u>Nature of Charge</u>
Central Mortgage and Housing Corporation	Suite 202-Capri Office Tower, Kelowna, B.C.	Federal Government Lending Institution	First Mortgage
Royal Bank of Canada	P.O. Box 670, Salmon Arm, B.C.	Chartered Bank	Second Mortgage Debenture

provided that if the matter referred to in subparagraph 3.1 (a) has been completed, such approval shall be, or has been, granted on deposit by the Developer of the letter of credit referred to in paragraph 10 hereof, covering the cost of completion of the services referred to in subparagraph 3.1 (b) hereof.

3.2 It is agreed that upon completion of the First Subdivision the lot shown as Lot 3 on the Plan of Subdivision of the First Subdivision may be further divided into five lots strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "B" (hereinafter called the "Second Subdivision") subject to the approval of the Approving Officer of the Municipality, which approval shall be granted on compliance with the following conditions:

(a) The Developer shall complete in accordance with Schedule "E", all services in connection with the road lying to the South of the lot shown as Lot 3 on the Plan of Subdivision of the First Subdivision known as Fifth Avenue, North East, save and except for paving which is to be completed by the Developer in the manner hereinafter set forth and contained in paragraph 8 hereof;

(b) The Developer shall completed in accordance with Schedule "E", all services in connection with the road running from the said Fifth Avenue, North East, through the lot shown as Lot 3 on the Plan of Subdivision of the First Subdivision, known as 24th Street, up to the lot known as Lot 5 on the Plan of Subdivision of the Second Subdivision, save and except only for paving which shall be done by the Developer in the manner hereinafter set forth and contained in paragraph 8 hereof;

(c) The Developer shall dedicate by the Plan of Subdivision of the Second Subdivision to the Municipality an eight foot strip lying to the North of and immediately adjacent to the said Fifth Avenue, North East, along the entire length of the said Lot 3;

(d) The Developer shall convey to the Municipality, for the sum of \$1.00, the lot shown as Lot 5 on the Plan of Subdivision of the Second Subdivision for drainage and park purposes;

(e) The Developer shall construct the off-site drainage facility in accordance with the plans and specifications and to the standards set out in Schedule "E";

provided that if the matters referred to in subparagraphs 3.2 (c) & 3.2 (d) hereof have been completed, such approval shall be granted on deposit by the Developer of the letter of credit referred to in paragraph 10 hereof, covering the cost of completion of services referred to in subparagraphs 3.2 (a), 3.2 (b) and 3.2 (e) hereof.

3.3 It has further been agreed between the Municipality and the Developer that the Developer may construct and develop on Lots 1, 2, 3 & 4 of the five lots created by the Second Subdivision, four separate and distinct condominium developments pursuant to the Strata Titles Act of British Columbia, subject always to statutory approvals (which said condominium developments are hereinafter called the "Condominium Developments"). The Condominium Developments shall be sited and developed in compliance with the site plan showing the siting of buildings and maximum densities permitted for each Condominium Development all as contained in Schedule "C". The first Condominium Development shall be constructed according to the plans and specifications for such development as set out in Schedule "C", except that it is agreed that it has been necessary for the Developer to construct a 4' X 8' meter room attaching to the closest building to the property line, which will

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now cause the said building to be not more than 16' from the said property line. The siting of buildings and construction details for Condominium Developments 2, 3 and 4 may be varied or modified from the provisions of Schedule "C" but only on the written consent of the Municipality. It is understood and agreed that the Condominium Developments may either be sold to Purchasers for occupancy by those Purchasers, sold to Purchasers for rental purposes or retained by the Developer for rental purposes, in the discretion of the Developer.

3.4 The first of the Condominium Developments shall be constructed and developed on the lot shown as Lot 1 on the Plan of Subdivision of the Second Subdivision (which said Condominium Development is hereinafter called the "First Condominium Development"). The First Condominium Development shall be commenced by the Developer forthwith on receipt of building permits in that regard from the Municipality, and the Developer covenants and agreed that the First Condominium Development will be completed on or before November 1st, 1977.

3.5 The second, third and fourth of the Condominium Developments shall be constructed and developed on those lots shown as Lots 2, 3 & 4 on the Plan of Subdivision of the Second Subdivision respectively (and the Condominium Developments are hereinafter called the "Second Condominium Development", and "Third Condominium Development" and "Fourth Condominium Development" respectively). Subject to Mortgage funds being available and there being a demand for housing units of the type proposed for the Second Condominium Development, Third Condominium Development and Fourth Condominium Development, the Developer anticipate that these Condominium Developments will be commenced and completed on the following dates respectively:

(a) The Second Condominium Development - The Developer anticipates that the Second Condominium Development will be commenced on or before August 1st, 1978 and anticipates that it will be completed on or before January 1st, 1979;

(b) The Third Condominium Development - The Developer anticipates that the Third Condominium will be commenced on or before June 1st, 1979 and the Developer anticipates that it will be completed on or before November 1st 1979; and

(c) The Fourth Condominium Development - The Developer anticipates that the Fourth Condominium Development will be commenced on or before March 1st, 1980 and anticipates that it will be completed on or before September 1st, 1980.

The above dates for commencement and completion of the Second, Third and Fourth Condominium Development are to be taken as statements of the Developers present intent, and shall not be construed as binding commitments by the Developer.

3.6 Notwithstanding anything hereinbefore set forth and contained, it is understood and agreed that the Developer may, should he so desire, and subject to meeting Municipal requirements as herein set forth and contained, commence and complete the Condominium Developments as one entire project, rather than developing each of the Condominium

[Handwritten signatures]

Developments according to the time limits referred to in paragraphs 3.4 & 3.5 hereof.

3.7 The Municipality agrees, subject to the Developer's compliance with the terms hereof and all by-laws of the Municipality, to issue building permits to the Developer in respect of the units to be built in the First Condominium Development, forthwith on the Developer's execution hereof, providing however that no occupancy permits for the First Condominium Development will be issued by the Municipality to the Developer until those conditions for approval of the Plan of Subdivision of the Second Subdivision referred to in subparagraphs 3.2 (a), 3.2 (b), 3.2 (c), 3.2 (d) & 3.2 (e) hereof are duly complied with by the Developer, when the said occupancy permits will be issued if all other Municipal by-laws regarding occupancy have been otherwise complied with.

4. COMPLIANCE

Except as hereinafter specifically provided the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality.

5. EXTRA OFF-SITE COSTS

5.1 The Municipality acknowledges that as a result of the Developer paying the costs hereinafter specified, the proposed Development will not create an excessive cost to be borne by the Municipality at this time. It is further acknowledged by the parties hereto that the impact of the proposed development on present and future public costs has to a large extent been eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this agreement.

5.2 The Developer shall pay to the Municipality in respect of all units contained in the First Condominium Development, and (if commenced prior to November 1st, 1977), in respect of the Second Condominium Development, an impost fee of \$500.00 per unit, it being understood and agreed that such impost fee is made up of the estimated additional costs to the Municipality of providing off-site waterworks and drainage works, and of acquiring park land essential to all new residential development. Notwithstanding the foregoing, it is agreed that the Developer shall be required to pay to the Municipality in cash, at the time of issuance of the building permits in respect of the First Condominium Development, and (if commenced prior to November 1st, 1977), in respect of the Second Condominium Development, the sum of \$100.00 per unit in each development, which said sum shall be applied by the Municipality toward payment of the aforesaid impost fee of \$500.00 per unit. It is understood and agreed that the Municipality has applied, or will apply under the Assisted Home Ownership Program of the Federal Government and the

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Municipal Incentive Grant Program of the Provincial Government for grants totalling \$1,500.00 per unit to be developed by the Developer in the Condominium Developments. The Municipality agrees to notify the Developer in writing forthwith on notification from the Provincial and Federal Governments, as to whether or not the Municipality is eligible for the said grants. The Developer agrees that within Thirty days of receipt of notification from the Municipality that it is not eligible for the said grants, either in respect of the First Condominium Development or (if commenced prior to November 1st, 1977) the Second Condominium Development, as the case may be, the Developer will pay the balance of impost fees then owing (being \$400.00 per unit) for which building permits have been issued; provided however that should the Municipality be eligible for the said grants and receive same, then and in such an event, the Developer shall not be required to pay the balance of the said impost fees, being \$400.00 per unit in respect of which building permits have been issued.

5.3 Impost fees for the Second Condominium Development if commenced later than November 1st, 1977 and in respect of the Third and Fourth Condominium Developments shall be based upon the rate of Municipal impost fees in effect at the date of application for building permits in respect of those latter mentioned Condominium Developments; provided however that the Municipality agrees to consider reduction of such impost fees in the event that Provincial and/or Federal Government grants are obtained in respect of the Second, Third or Fourth Condominium Developments.

6. ON-SITE SERVICES

6.1 The Developer shall provide to each of the Condominium Developments at his sole expense, the on-site services more particularly set forth and contained in Schedule "D" hereto, which said on-site services shall be constructed by the Developer to the standards set forth and contained in the said Schedule "D" hereto.

6.2 It is understood and agreed that the said on-site services shall be constructed by the Developer in the course of construction by him of the respective Condominium Developments. No occupancy permit shall be granted for any Condominium Development until all on-site services have been completed for such development, save and except for landscaping and paving, which the Developer covenants and agrees to complete within one year of the completion of all other on-site services.

6.3 On-site services for each Condominium Development shall be located in accordance with Schedule "D" except where approval for modification is granted in writing by the Municipality.

6.4 The Developer specifically covenants and agrees to complete those on-site services indicated in yellow on Schedule "D" hereto

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(herein called the "Municipal On-Site Services") in the course of construction of the Condominium Developments to which such Municipal On-Site Services relate; that is to say that the Municipal On-Site Services relating to the First Condominium Development shall be completed in the course of construction of the First Condominium Development and the balance of the Municipal On-Site Services shall be constructed in the course of the construction of the balance of the Condominium Developments respectively.

7. OFF-SITE SERVICES

7.1 In connection with the Condominium Developments generally, the Developer shall provide and construct, at his sole expense, all the off-site services as more particularly set forth and contained in Schedule "E" hereto, which said off-site services shall be constructed by the Developer to the standards set forth and contained in the said Schedule "E" hereto.

7.2 Prior to approval by the Municipality of the Plan of Subdivision of the Second Subdivision, the Developer shall have completed those off-site services referred to in subparagraphs 3.2 (a) & 3.2 (b) hereof, which are also more particularly described in Schedule "E" hereto.

7.3 Prior to the issuance by the Municipality of any occupancy permit for the Second Condominium Development, the Developer shall have completed all off-site services as described in Schedule "E" hereto, except paving, which shall be completed by the Developer in the manner hereinafter set forth and contained, in paragraph 8 hereof, and in particular, the Developer shall have completed those off-site services on that portion of 24th Street, North East, lying between the school site to be located on Lot 2 of the Plan of Subdivision of the First Subdivision and the South boundary of Lot 5 on the Plan of Subdivision of the Second Subdivision.

8. PAVING

It is expressly provided however that all off-site highways shown on the Plans of Subdivision of the First and Second Subdivisions need not be paved until one year after completion of all other off-site servicing to be completed by the Developer in relation to the services to be located in such highway pursuant hereto and the Developer agrees to pave the said highway within one year of such date. In lieu of the above, the Developer agrees to pay to the Municipality at the time of execution of this agreement, the cost of paving such highways as estimated by the approving officer of the Municipality on the understanding that the Municipality shall, within the time periods above specified, pave the highways, and should the cost of paving exceed the amount of money deposited pursuant to this paragraph, the Developer shall pay the balance

Escal *Ind*

of such costs to the Municipality within thirty days of being invoiced therefore, and should the costs of paving be less than the amount deposited by the Developer, the Municipality shall pay such excess amount to the Developer within thirty days of completion of the paving.

9. RIGHTS OF WAY AND EASEMENTS

9.1 The Developer shall, at his cost, cause plans of right-of-way or easements to be prepared by a British Columbia Land Surveyor which Plans shall set out all the rights-of-way or easements required over the Lands for the purpose of installing and maintaining the off-site and on-site services (and in particular, the Municipal On-Site Services) as set out in Schedules "D" and "E".

9.2 The Developer will assist and cooperate with the Municipality in obtaining rights-of-way or easements required by the Municipality in connection with the Condominium Developments from persons other than the Developer, provided however that if such rights-of-way or easements must be expropriated, then all costs in connection with the expropriation shall be the Developer's; provided however that should such other party demand an unconscionable sum for any such right-of-way or easement then the Municipality agrees to put the matter to arbitration in accordance with statutory provisions governing any such expropriation.

9.3 The Developer shall cause right-of-way agreements in the form of agreement set out in Schedule "F" hereto to be entered into by all of the owners or persons holding registered charges against the Land crossed by such rights-of-way (and in particular in respect of the Municipal On-Site Services) and will deliver the same up to the Municipality for registration in the Land Registry Office at Kamloops.

9.4 Any and all easements and rights-of-way required by the Municipality pursuant to this paragraph 9 shall be registered concurrently with the registration of the Plan of Subdivision of the Second Subdivision.

9.5 The Developer agrees to guarantee access to the water course contained in Lot 5 in the Plan of Subdivision of the Second Subdivision by way of a 10 foot walkway from 22nd Street, North East to such water course, such access to be in the form of document annexed hereto as Schedule "G".

10. SECURITY

10.1 Forthwith on execution of this agreement, the Developer shall deposit with the Municipality in respect of the Condominium Developments an irrevocable letter of credit in the form set forth in Schedule "H" hereto, drawn on a Chartered Bank of Canada

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in an amount equal to 100% of the cost of the off-site services to be constructed by the Developer prior to the approval of the Plan of Subdivision of the Second Subdivision, in accordance with paragraph 3.1(b) and 3.2 hereof, which said letter of credit shall be held by the Municipality to ensure the performance by the Developer of all his covenants contained herein relating to the construction of such off-site services as set out in and according to the specifications contained in Schedule "E". Should the Developer fail to duly complete the said off-site services during the time and in the manner hereinbefore set forth and contained, then and in such event, the Municipality shall notify the Developer in writing of such default. If within thirty days of receipt of such notification the Developer has failed to remedy such default, the Municipality may, at its option, draw down on the said letter of credit to the extent required in order to remedy such default. Should the costs to the Municipality of remedying such default exceed the amount then secured by the letter of credit, then the Developer shall pay the amount of such deficiency to the Municipality forthwith on being invoiced therefore; provided however that should such costs be less than the amount secured by the letter of credit at that time, then any excess shall be returned by the Municipality to the Developer forthwith.

10.2 From time to time during the installation and construction of the said off-site services by the Developer, the Municipality agrees that it will notify the bank upon which the said letter of credit is drawn, when so requested by the Developer, that the amount secured by the said letter of credit may be reduced by an amount equal to the cost of such off-site services installed and constructed by the Developer to the satisfaction of the Municipality at that time.

10.3 When all off-site services required to be completed by the Developer pursuant to paragraph 3.1(b) and 3.2 hereof have been duly completed, the Municipality shall notify the Bank upon which the said letter of credit is drawn that the total amount secured by the said letter of credit may be reduced to an amount equal to:

- (a) 15% of the total cost of the said off-site servicing excluding paving; plus
- (b) The total cost of the said paving.

The sum referred to in subparagraphs 10.3 (a) & 10.3 (b) shall remain outstanding for a period of one year from the date of completion of the said off-site services to ensure that the Developer maintains the said off-site services and completes paving during that period. If the Developer duly maintains the said off-site services and completes the paving during the said one year period, then forthwith on the expiry thereof, the

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Municipality will notify the Bank upon which the said letter is drawn that the said letter of credit may be further reduced by an amount equal to:

(c) The amount referred to in subparagraph 10.3 (a) hereof; plus

(d) 85% of the amount referred to in subparagraph 10.3 (b) hereof;

so that the balance then remaining secured by the said letter of credit is equal to 15% of the total cost of paving; provided however that if the Developer does not duly maintain the said off-site services and complete paving during the said one year period, then and in such event, at the expiry of the said period, the Municipality may draw down the amounts referred to in subparagraphs 10.3 (a) & 10.3 (b) hereof remaining under the said letter of credit and apply same towards the costs of maintenance and paving, and should the cost of such maintenance and paving exceed the amount remaining under subparagraphs 10.3 (a) & 10.3 (b) hereof, the Developer shall pay the balance of the cost to the Municipality within thirty days of being invoiced therefore; and further provided that should the cost of maintenance and paving be less than the said amount remaining under the said letter of credit, the Municipality shall repay such excess amount to the Developer within thirty days of completing such maintenance and paving.

10.4 The amount referred to in subparagraph 10.3 (d), (being 15% of the total cost of paving) shall remain outstanding under the said letter of credit for a period of one year after the completion of paving to ensure maintenance of the said paving by the Developer and shall be reduced and discharged, or applied, as the case may be, in the manner referred to in paragraph 10.3 hereof.

10.5 Should the Developer not have completed those off-site services relating to that part of 24th Street, North East, lying between Lot 2 on the Plan of Subdivision of the First Subdivision prior to requiring occupancy permits for those units contained in the Second Condominium Development, then and in such event, the Municipality shall not issue such occupancy permits for units contained in the Second Condominium Development until the Developer has either completed the said off-site services or deposited with the Municipality a letter of credit for 100% of the cost of completing the said off-site services, to be held by the Municipality on the same terms and conditions as the letter of credit held by the Municipality pursuant to subparagraphs 10.1, 10.2, 10.3 and 10.4 hereof.

10.6 Prior to the issuance of building permits in respect of the individual Condominium Developments, the Developer shall either have completed that portion of the Municipal On-Site Services relating to the Condominium Developments in respect of which such building permits are requested, or the Developer shall have deposited with

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the Municipality in respect of such portion of the Municipal On-Site Services, an irrevocable letter of credit in the form set forth in Schedule "H" hereto, drawn on a chartered bank of Canada in an amount equal to 100% of the cost of that portion of the Municipal On-Site Services. The said letter of credit shall be held by the Municipality to ensure the construction and installation by the Developer of that portion of the Municipal On-Site Services as set out in and according to the specifications contained in Schedule "D". The said letter of credit shall be held by the Municipality on the same terms and conditions as those relating to the letter of credit held by the Municipality pursuant to paragraphs 10.1, 10.2, 10.3 & 10.4 hereof. Further, on completion of that portion of the Municipal On-Site Services, the said letter of credit shall be reduced by 85% thereof, and the balance of 15% shall be held and applied by the Municipality on the same terms and conditions as the 15% holdback referred to in paragraph 10.3 hereof.

11. OWNERSHIP

All off-site works and services and the Municipal On-Site Services constructed by the Developer pursuant to the provisions of this contract shall upon their completion and final acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

12. PLANS AND SPECIFICATIONS

The Developer shall construct to the satisfaction of the Municipality the on-site services and the off-site services strictly in accordance with the engineering plans and specifications annexed hereto as Schedule "D" and "E".

13. AS-BUILT DRAWINGS

The Developer covenants and agrees to:

13.1 Maintain all of the said off-site services to be built pursuant to this agreement in complete repair for a period of one year from the completion thereof to the satisfaction of the Municipal Engineer.

13.2 Remedy any defects appearing within a period of one year from the date of such completion of the said off-site services and pay for any damage to other property or work resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents or acts of God;

13.3 The Developer agrees that if the works specified herein and in the Schedules hereto are not completed pursuant to the provisions of this contract, the Municipality may complete the works at the cost of the Developer and deduct from the security held by the

Edith J.

Municipality the cost of such completion, and the balance of the security shall be returned to the Developer less any administration fees required. If there is no money on deposit or insufficient money on deposit with the Municipality, then the Developer will pay such cost or deficiency to the Municipality immediately upon receipt of invoice therefore and the Municipality may do such work either by itself or by contractors employed by the Municipality. If the works are completed as herein provided then the deposit less administration fees, shall be returned to the Developer.

14. ACCEPTANCE

The Municipality covenants and agrees that upon satisfactory completion by the Developer of all of the off-site services and the Municipal On-Site Services required to be constructed pursuant to this agreement, such services shall, provided the same are constructed according to the terms of this agreement including the Schedules hereto, be accepted by the Municipality and one year from the date of acceptance, provided the same have been maintained and are functioning properly, they shall be finally accepted by the Municipality and shall become the responsibility of the Municipality; provided the Municipality shall not be required to maintain the same to any greater extent than services of a like nature paid for out of the general Municipal revenue.

15. INSPECTION FEES

The Developer shall pay to the Municipality as inspection fees, the amount of \$20.00 per unit in each of the Condominium Developments.

16. LEGAL FEES

The Developer shall pay to the Municipality any legal costs incurred by the Municipality in the preparation or registration of this contract.

17. INCORPORATION

The Schedules "A" to "H" are hereby incorporated into and made a part of this Agreement.

18. REPRESENTATIONS

It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer and the Developer has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Municipality in either case other than those in the contract.

19. REGISTRATION

This agreement shall be construed as running with the Land and shall be registered in the Land Registry Office, Kamloops, British Columbia by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

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20. INTERPRETATION

Whenever 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.

21. BINDING

Except as hereinafter provided this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

22. DISCHARGE

It is further understood and agreed by the parties hereto that upon acceptance by the Municipality of all of the off-site services required to be provided by the Developer and following the one year maintenance period and upon payment of all fees and charges required to be paid by the Developer and upon completion and issuance of occupancy permits of all the Condominium Developments contemplated by this Agreement this contract shall be discharged by the Municipality by the registration in the Land Registry Office at Kamloops of a Quit Claim Deed referring to the registration of this contract.

A public hearing on this contract was held on the 6th day of January, A.D., 1977.

THIS AGREEMENT WAS APPROVED by an affirmative vote of at least two-thirds of the members of the Council of the Municipality present at the meeting at which the vote is taken and entitled to vote on the by-law authorizing this contract on the 7th day of February, A.D., 1977.

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

THE CORPORATE SEAL OF THE DISTRICT OF SALMON ARM was hereunto affixed in the presence of:

Margaret Lunn
Mayor
John B. ...
Clerk

c/s

THE CORPORATE SEAL OF HILLER HOMES LTD. was hereunto affixed in the presence of:

H. P. Hiller
Hiller Homes Ltd.

c/s

Approved APPROVED UNDER THE CONTROLLED ACCESS HIGHWAYS ACT THIS 28 DAY OF MARCH 1977

[Signature]
APPROVING OFFICER, MINISTRY OF HIGHWAYS & PUBLIC WORKS

THIS INSTRUMENT made the day of , 197 :

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

DISTRICT OF SALMON ARM,
a municipal corporation having
its offices at 8640 Harris Street,
Salmon Arm, British Columbia

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner or is entitled to become the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the District of Salmon Arm, in the Province of British Columbia and being more particularly known and described as:

(hereinafter called the "Lands of the Grantor")

AND WHEREAS to facilitate the installation of a system of sewerage works, and/or waterworks, and/or drainage works, and/or gas works including all pipes, valves, fittings and facilities in connection therewith and/or hydro electric works including all wires, conduits, poles and other facilities in connection therewith;

(hereinafter called the "Works")

The Grantor has agreed to permit the construction by the Grantee of the aforementioned Works on a portion of the said Land and to grant for that purpose the right-of-way hereinafter described;

John F. Clark
Schedule "F"

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of
Dollars

(\$) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration:

1.0 THE GRANTOR DOTH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across that part of the Land of the Grantor as shown outlined in red on Right-of-Way Plan number

(hereinafter called the "Perpetual Right-of-Way")

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Grantee in relation to the Works;

1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the Grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way;

1.4 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials for a period of days only from the date of this Agreement, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter upon, pass and repass, clear, labour, and use for the purpose of ingress and egress to and from the Perpetual Right-of-Way and for the purpose of storing machinery,

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vehicles, equipment, material or supplies used or to be used in connection with the construction of the Works herein described, and for the purpose of placing or storing the surface or subsurface material to be excavated from the Perpetual Right-of-Way upon and over, but not under that part or parts of the Lands of the Grantor, shown outlined in green on Right-of-Way Plan number

(hereinafter called the "Working Right-of-Way")

Provided always, and it is hereby agreed that nothing herein contained shall permit the Grantee to dig, trench or otherwise disturb the subsurface of the Working Right-of-Way and the Grantee shall only clear such trees and growth and interfere and disturb the surface of the Working Right-of-Way in a manner that is reasonably necessary in the conduct of its operations thereon;

2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:

2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to Works authorized hereby to be installed in or upon the Perpetual Right-of-Way;

2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works and in particular will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld;

2.3 That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Perpetual Right-of-Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Perpetual Right-of-Way;

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- 2.4 That the Grantor will from time to time and at all times upon every reasonable request and at the cost of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.
- 3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:
- 3.1 That the Grantee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- 3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee and will leave such lands in a neat and clean condition;
- 3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands. PROVIDED HOWEVER that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth;
- 3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible;
- 3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder;
- 3.6 The Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Grantee upon the Lands.

[Handwritten signatures]

- 4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:
- 4.1 The said Works referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works;
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Perpetual Right-of-Way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee;
- 4.3 In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place;
- 4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- 4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith;
- 4.6 If at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;

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4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint;

4.8 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

SIGNED, SEALED AND DELIVERED
by the Grantor this
day of 197
in the presence of:

(Seal

Signature of Witness

Address

Occupation
(as to all signatures of
Grantor)

The Corporate Seal of the
Grantor was hereunto affixed
this day of
197 In the presence of:

(Seal

The Corporate Seal of the
was hereunto
affixed this day of
197
in the presence of:

(Seal

Margaret B. B. B.
Mayor

Clerk

Edith J. J.

Acknowledgment of Maker

67

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part that know the contents thereof, and that executed the same voluntarily, and of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____ 19____.

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

Affidavit of Witness

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, _____ of the _____ in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ Province of British Columbia, this _____ day of _____, 19____

in the }

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

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared before me and acknowledged to me that he is the _____ of the said _____, and that he is the person who subscribed his name to the annexed instrument as _____ 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 _____ in the Province of British Columbia, this _____ day of _____ one thousand nine hundred and _____

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

THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER MAKING THE SAME, AT THE PLACE WHERE HE IS

CONSENT TO GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS that

is the registered holder of a charge by way of
against the within described property which said
charge is registered in the Land Registry Office, City of Kamloops,
under number , for and in consideration of the sum of One
Dollar (\$1.00) paid by the to the said Chargeholder
(the receipt whereof is hereby acknowledged), agrees with the
its successors and assigns, that the within Right-of-Way
shall be an encumbrance upon the within described property in priority
to the said charge in the same manner and to the same effect as if it
had been dated and registered prior to the said charge.

IN WITNESS WHEREOF the parties hereto have caused these
presents to be signed, sealed and delivered in the presence of or in
the presence of its duly authorized officers this day of
, 197

SIGNED, SEALED AND DELIVERED
by the Grantor this
day of 197
in the presence of:

Signature of Witness

Address

Occupation
(as to all signatures of
Grantor)

The Corporate Seal of the
Grantor was hereunto affixed
this day of
197 in the presence of:

(Seal

(Seal

THIS INDENTURE made the day of , 197 .

BETWEEN:

HILLER HOMES LTD., Land Developer
of Salmon Arm, in the Province of
British Columbia

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

DISTRICT OF SALMON ARM,
a municipal corporation having
its offices at 8640 Harris Street,
Salmon Arm, British Columbia

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of an estate in fee simple of
ALL AND SINGULAR those certain parcels or tracts of land and premises situate,
lying and being in the District of Salmon Arm, in the Province of British
Columbia and being more particularly known and described as:

Lot 4
Section 13
Township 20
Range 10
West of the Sixth Meridian
Kamloops Division
Yale District
Plan

(hereinafter called the "Lands of the Grantor")

AND WHEREAS the Grantee is the registered owner of an estate in fee simple of
ALL AND SINGULAR those certain parcels or tracts of land and premises situate,
lying and being in the District of Salmon Arm, in the Province of British
Columbia and being more particularly known and described as:

Lot 5
Section 13
Township 20
Range 10
West of the Sixth Meridian
Kamloops Division
Yale District
Plan

(hereinafter called the "Lands of the Grantee")

SCHEDULE "G"

Ed. B. B. *J. J.*

AND WHEREAS the Grantor has by land use contract agreed to grant to the Grantee a right-of-way in perpetuity to permit the Grantee access from 22nd Street north-east to the Lands of the Grantee, across the Lands of the Grantor;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One-----Dollar (\$ 1.00) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereafter contained to be observed and performed by the Grantee and for other valuable consideration:

1.0 THE GRANTOR DOTH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee, its successors and assigns, the owner for the time being of the Lands of the Grantee and its employees, agents, servants, workmen, citizens, and all other persons, at all times by day or night, with or without motor vehicles of any and all description, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter, use, go, return, pass-over and on that portion of the Lands of the Grantor more particularly shown outlined in red on plan annexed hereto (hereinafter called the "Right-of-Way") for the purpose of gaining access to the Lands of the Grantee.

2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:

2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, or obstruction over or under any portion of the Right-of-Way so that it in any way interferes with or damages or prevents access to the Right-of-Way or any Works installed upon the Right-of-Way by the Grantee.

3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:

3.1 The Grantee shall keep the Right-of-Way clean and free of rubbish;

4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:

4.1 The Grantee may fence the Right-of-Way and if the Right-of-Way is so fenced the Grantee shall maintain the fence;

4.2 The Grantee may, if it so desires, pave the Right-of-Way and if it does it shall maintain the pavement;

EBot Jhd

DATED: _____

BETWEEN:

ELMER BENNIE HILLER

AND:

DISTRICT OF SALMON ARM

RIGHT-OF-WAY AGREEMENT

J. GALT WILSON
Barrister and Solicitor

#1 - 246 Lawrence Avenue
Kelowna, B.C. V1Y 6L3



THE ROYAL BANK OF CANADA

INTERNATIONAL CENTRE
P.O. BOX 1114
VANCOUVER, BRITISH COLUMBIA V6E 3P3

December 20, 1976

The Corporation of the District of Salmon Arm
P.O. Box 40
Salmon Arm, B.C.

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. 4990/G23

We hereby authorize you to draw on THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. V6E 3P3, for account of Hiller Homes Ltd., Salmon Arm, B.C. up to an aggregate amount of C\$134,500.00 (ONE HUNDRED AND THIRTY-FOUR THOUSAND, FIVE HUNDRED CANADIAN DOLLARS) available by drafts at sight for 100% of value.

COVERING SERVICES TO PARCEL "A" ON PLAN "B" 7098 OF LOT 2, EXCEPT PARTS INCLUDED IN PLANS 7032 AND 20121 AND LOT 2 EXCEPT THOSE PORTIONS:

1. SHOWN AS PARCEL 30 ON PLAN "A" 1064
2. INCLUDED ON PLANS "B" 7098 AND 7032 ALL OF S 13, T 20, R 10, PLAN 1511.

1. Drawings are to be made in writing to THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C.
2. Partial drawings may be made.
3. The bank will not inquire as to whether or not the Corporation has a right to make demand on the Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN DECEMBER 31, 1977.

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. Letter of Credit No. 4990/G23.

Countersigned,

I.J. Jenkins
Letters of Credit Officer

Yours Truly,

T.M. Dunlop
Assistant Manager
Letters of Credit Department

kt.

Schedule "H."

PARK

FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that on the 25th day of March, 1977,
 at Salmon Arm Kamloops, in the Province of British Columbia,
 (whose identity has been proved by the evidence on-
 oath of Mayor and Clerk William Spence, who is personally known to me,
 appeared before me and acknowledged to me that he is the Mayor and Clerk respectively of
District of Salmon Arm, and that he is the person
District of Salmon Arm who subscribed the name to the annexed instrument as Mayor and Clerk respectively of the said
said District of Salmon Arm 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 Salmon Arm Kamloops in the Province of
 British Columbia, this 25th day of March
 one thousand nine hundred and seventy-seven.

✓
 N. BRUCE KULLA
 400-153 Seymour St.
 Kamloops, B. C.
 District & Solicitor

N. Bruce Kulla
 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 Maker

75

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia

(whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that _____ the person mentioned in the annexed instrument as the maker thereof, and whose name _____ subscribed thereto as part that know the contents thereof, and that _____ executed the same voluntarily, and _____ of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____ 19____.

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

Affidavit of Witness

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, _____, of the _____, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by _____ the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ Province of British Columbia, this _____ day of _____, 19____.

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

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 25th day of March A.D. 1977, at _____, in the Province of British Columbia, Elmer Bennie Miller (whose identity has been proved by the evidence on oath of _____, who is personally known to me, appeared before me and acknowledged to me that he is the President of Miller Homes 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 Company 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 _____ in the Province of British Columbia, this 25th day of March A.D. 1977.

N. BRUCE KULLA
400-153 Seymour St.
Vancouver, B. C.
at a Solicitor

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



THE ROYAL BANK OF CANADA

INTERNATIONAL CENTRE
P.O. BOX 1111
VANCOUVER BRITISH COLUMBIA V6M 3P1

December 20, 1976

The Corporation of the District of Salmon Arm
P.O. Box 40
Salmon Arm, B.C.

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. 4990/G24

We hereby authorize you to draw on THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. V6M 3P1, for account of Hiller Homes Limited, Salmon Arm, B.C. up to an aggregate amount of CAN\$36,000.00 (THIRTY-SIX THOUSAND CANADIAN DOLLARS) available by drafts at sight for 100% of value.

COVERING SERVICES TO PARCEL "A" ON PLAN "B" 7098 OF LOT 2, EXCEPT PARTS INCLUDED IN PLANS 7032 AND 20121 AND LOT 2 EXCEPT THOSE PORTIONS:
1. SHOWN AS PARCEL 30 ON PLAN "A" 1061
2. INCLUDED ON PLANS "B" 7098 AND 7032 ALL OF S13, T 20, R 10, PLAN 1511.

1. Drawings are to be made in writing to THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C.
2. Partial drawings may be made.
3. The bank will not inquire as to whether or not the Corporation has a right to make demand on the Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN DECEMBER 31, 1977.

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under THE ROYAL BANK OF CANADA, INTERNATIONAL CENTRE, VANCOUVER, B.C. Letter of Credit No. 4990/G24.

Countersigned,

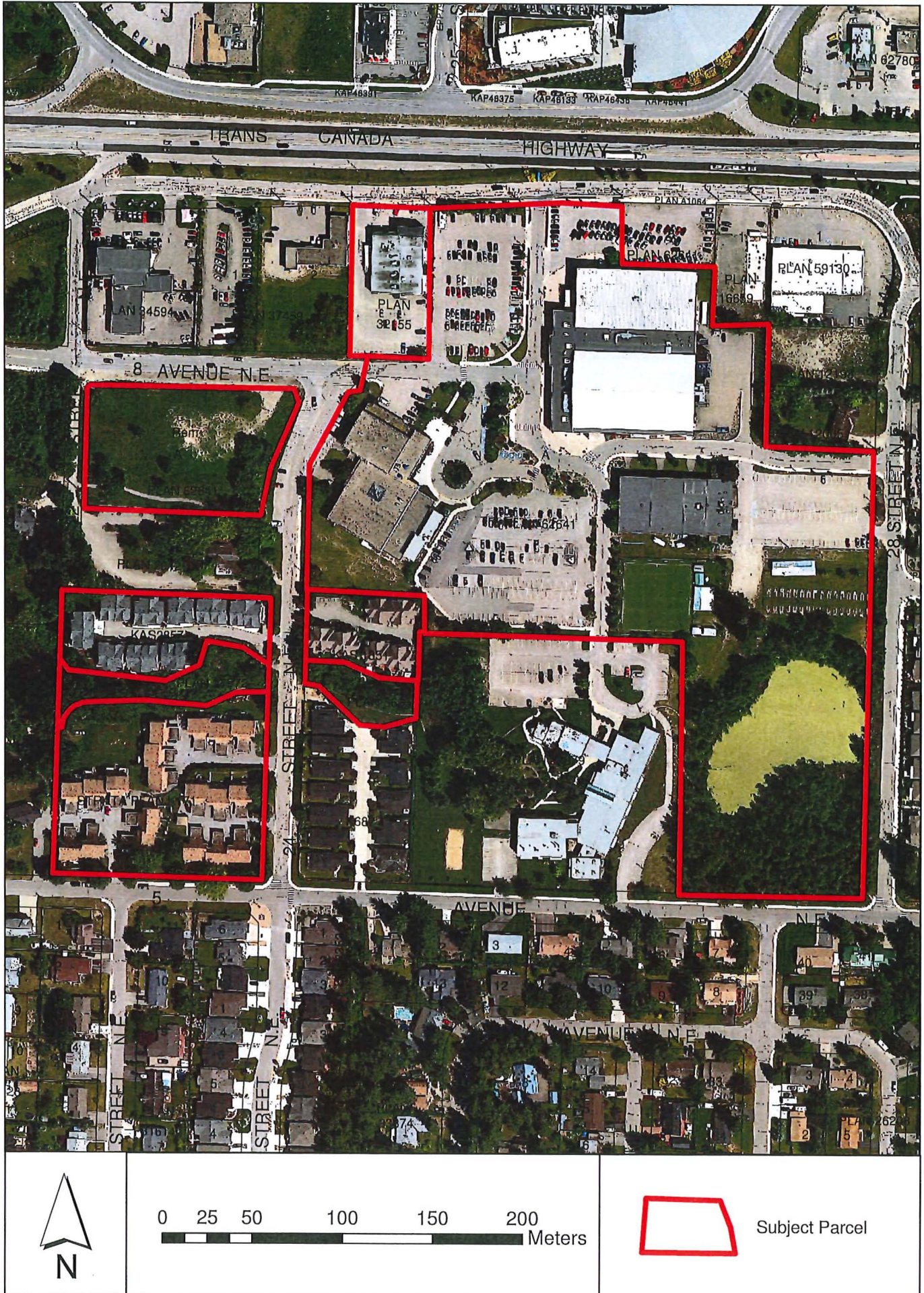
E.J. Jenkins
E.J. Jenkins
Letters of Credit Officer

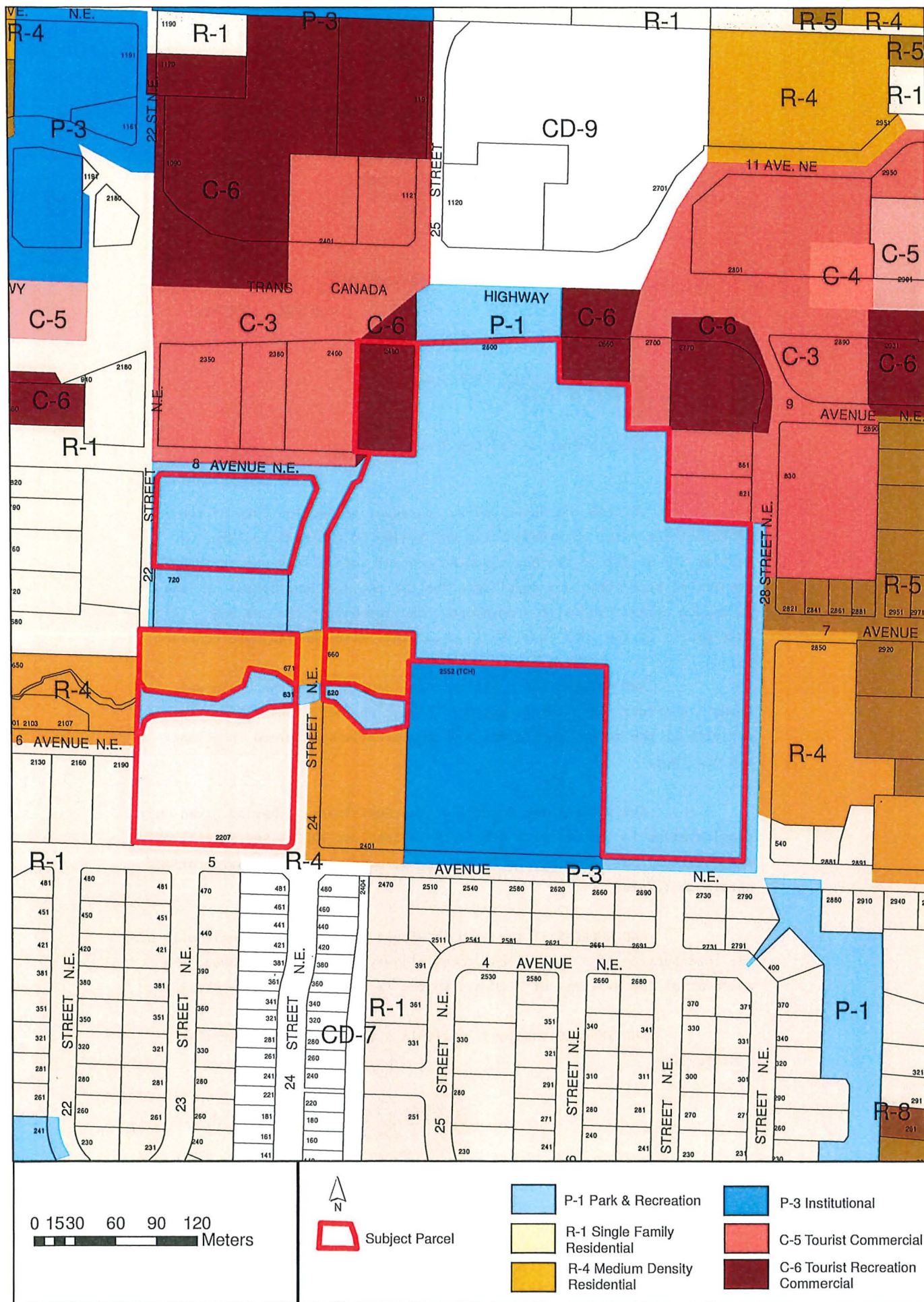
kt/

Yours truly,

I.M. Dunlop
I.M. Dunlop
Assistant Manager
Letters of Credit Department

Ind *QBA*





LAND USE CONTRACT

THIS AGREEMENT made the *7th* day of *September*, 1977,

BETWEEN:

DISTRICT OF SALMON ARM, a municipal corporation having its place of business at 8640 Harris Street, Salmon Arm, in the Province of British Columbia,

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

RALPH EDMUND LUND, "Forester",
General Delivery,
Canoe, B.C.,

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, 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 developer, 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 Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and considerations contained in a land use contract;

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Sections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions and considerations herein contained;

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the land is within a development area of the Municipality;

SIVERTS, BRECHMAN & KIEHLBAUGH
BARRISTERS & SOLICITORS
Box 190, SALMON ARM, B.C.
832-2173
DISTRICT OF SALMON ARM
Nominat.
LAND USE CONTRACT

Michael Dhuson

- 2 -

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement until the Council held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless at least two-thirds of all of the members of the Council present at the meeting at which the vote is taken and entitled to vote on the by-laws voted in favour of the by-law authorizing the Municipality to enter into this Contract;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

1. The Developer is 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 District of Salmon Arm, in the Province of British Columbia, and being more particularly known and described as:

Lot "A"
Section 5
Township 21
Range 9
West of the 6th Meridian
Kamloops Division Yale District
Plan 13942
District of Salmon Arm

Hereto is annexed Easement 107231E over that part of Lot 2, Plan 1795 shown outlined in green on Plan 13942, see 261487F

(hereinafter called the "Land")

CONSENTS

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

DEVELOPMENT

3. The Land may be subdivided strictly in accordance with the Plan of Subdivision annexed hereto as Schedule "A" subject to the approval of the Approving Officer of the Municipality.

COMPLIANCE

4. Except as hereinafter specifically provided, the Developer shall in his use and development of the Land comply with all of the by-laws of the Municipality.

EXTRA OFF-SITE COSTS

5. It is acknowledged that as a result of the Developer paying the funds hereinafter specified, the Municipality acknowledges that the development proposed will not create an excessive cost to be borne by the Municipality at this time. It is further acknowledged by the parties

hereto that the impact of the proposed development on the present and future public costs has to a large extent been eliminated as a result of the Developer providing the funds hereinafter specified and carrying out the works provided for in this Contract, and providing the restrictive covenants as herein provided. The Developer shall pay to the Municipality, in cash, at the time of the execution of this Agreement the sum of THREE HUNDRED (\$300.00) DOLLARS for new lot created by the subdivision more particularly shown in Schedule "A", it being understood and agreed that this sum is required by the Municipality as impost fee which has been set by by-law of the Municipality. The District further agrees that it will bear the cost of that portion of the survey required to plant the Iron post referred to on Schedule "A" denoted as witness iron post.

ON-SITE
SERVICES

6. The parties agree that there are no on-site services required to be provided by the Developer, and the Developer agrees to provide at his own expense a restrictive covenant in accordance with Section 24(a) of the Land Registry Act for the purpose of restricting further subdivision of the land, and further, to provide that no future demand shall be made by any owner of the land to extend any services of the District to the land which have not as of the date of this Agreement already been extended to the land, the that attached hereto and marked Schedule "B" is the restrictive covenant to give effect to the same.

OFF-SITE
SERVICES

7. There are no off-site services required.

ACCESS

8. The Developer covenants and agrees that there shall be no cost to the Municipality for any driveways required by the Developer to provide access to the two parcels to be created by the subdivision plan.

INSPECTION
FEE

9. The Developer shall pay to the Municipality any legal costs incurred by the Municipality in the preparation and registration of this Contract.

INCORPORATION

10. The Schedules "A" and "B" are hereby incorporated into and made a part of this Agreement.

REPRESENTATIONS

11. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer and the Developer has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Municipality in either case other than those in this Contract.

- 4 -

REGISTRATION

12. This Agreement shall be construed as running with the Land and shall be registered in the Land Registry Office, Kamloops, British Columbia, by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

INTERPRETATION

13. Whenever 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

14. Except as hereinafter provided, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

DISCHARGE

15. It is further understood and agreed by the parties hereto that in the event the subdivision herein provided at any future date conforms to all District by-laws and all services deemed necessary by the District are provided to the subdivided lands, this Contract shall be discharged by the Municipality by the registration in Land Registry Office at Kamloops of a Quit Claim Deed referring to the registration of this Contract.

THIS AGREEMENT WAS APPROVED by an affirmative vote of at least two-thirds of all the members of the Council of the Municipality present at the meeting at which the vote is taken and entitled to vote on the by-law authorizing this Contract on the ~~25th~~ day of *July*..., A.D. 1977.

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

THE CORPORATE SEAL OF THE
DISTRICT OF SALMON ARM was
hereunto affixed in the
presence of:

Margaret Lund

Mayor

[Signature]

Clerk

(seal)

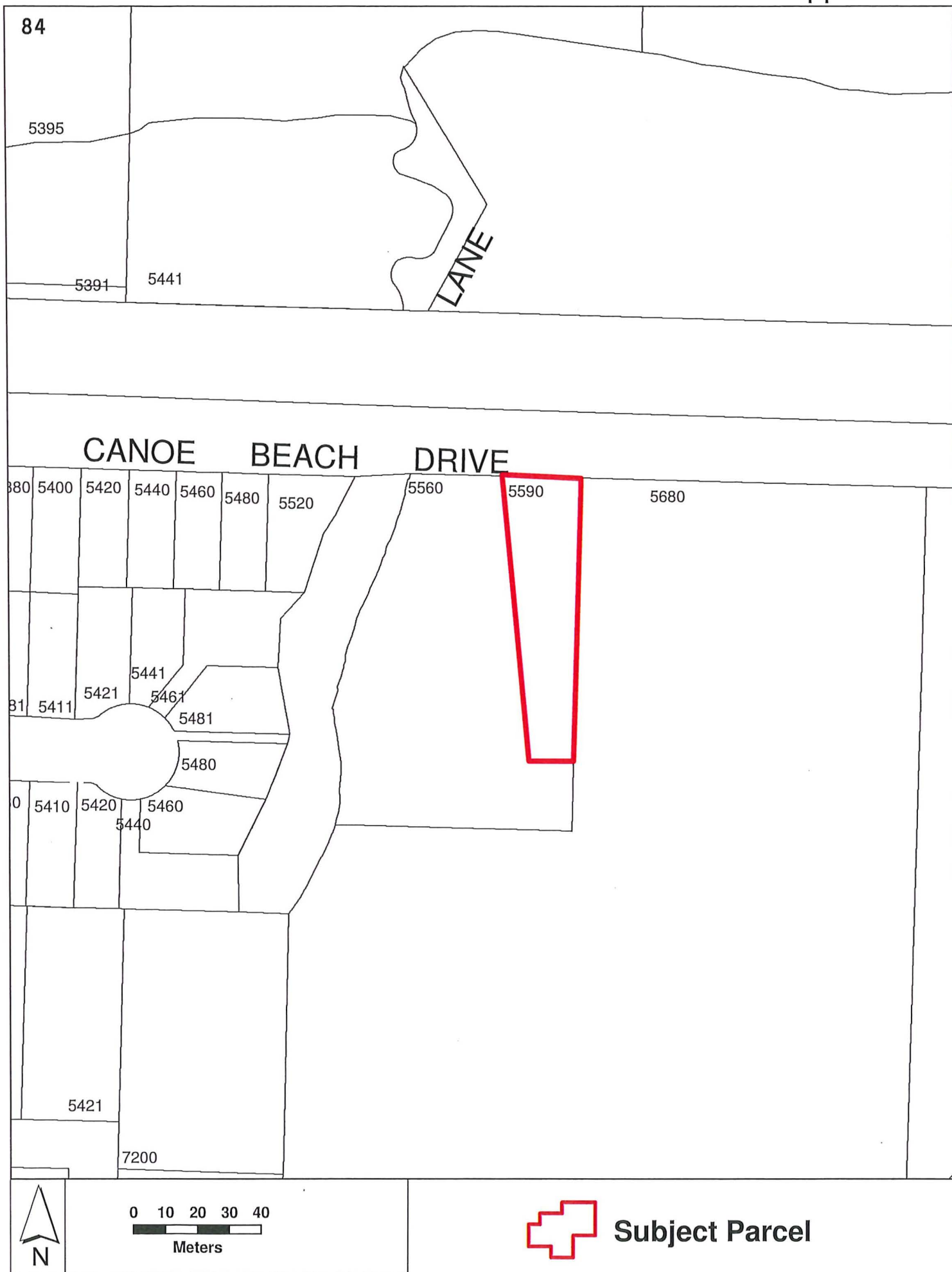
Ralph Edmund Lund

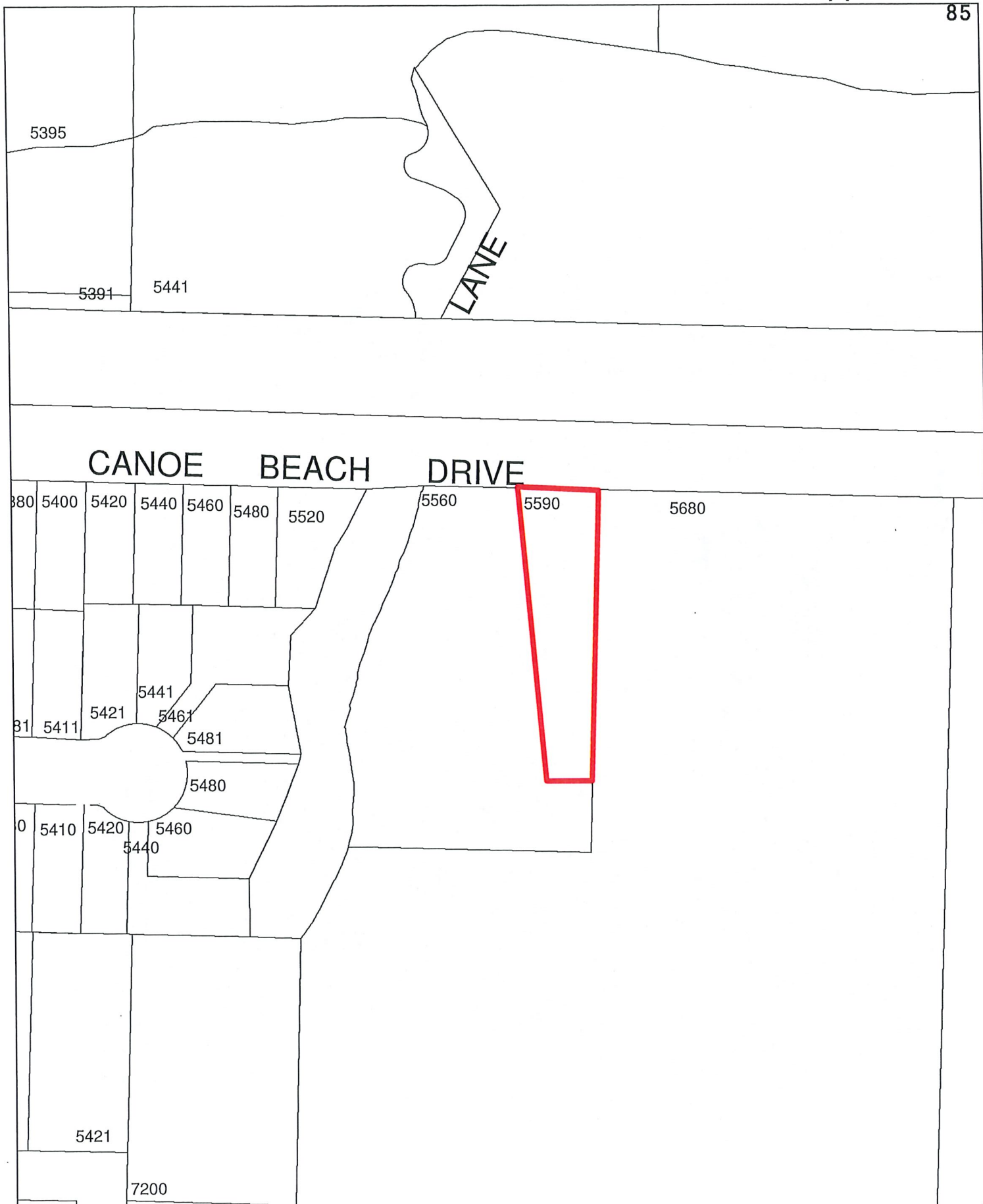
RALPH EDMUND LUND

APPROVED UNDER THE CONTROLLED
ACCESS HIGHWAYS ACT THIS *24*
DAY OF *August* 1977

[Signature]

APPROVING OFFICER, MINISTRY OF
HIGHWAYS & PUBLIC WORKS

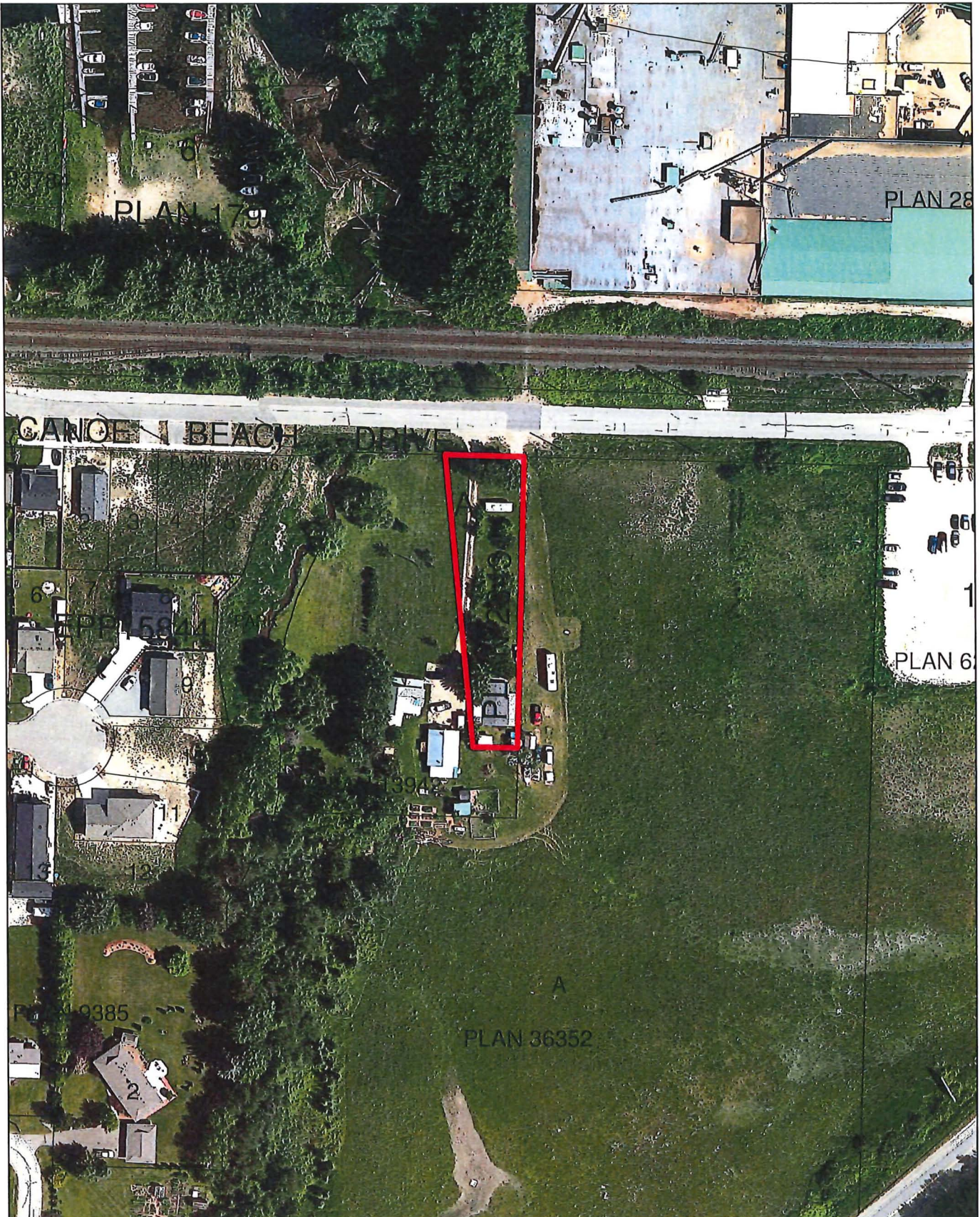




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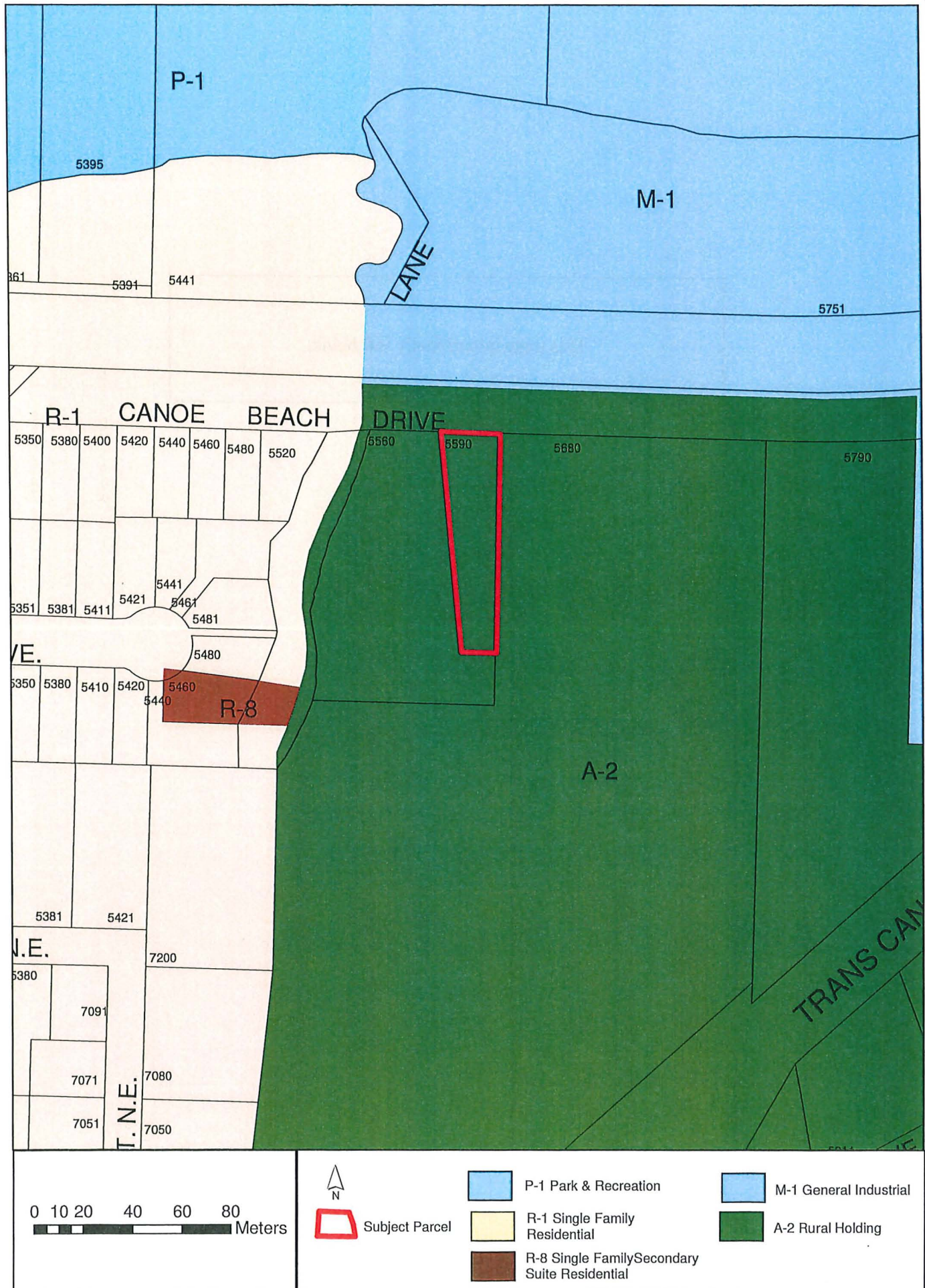
Subject Parcel



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Subject Parcel



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Agricultural Land Commission
 201 – 4940 Canada Way
 Burnaby, British Columbia V5G 4K6
 Tel: 604 660-7000
 Fax: 604 660-7033
www.alc.gov.bc.ca

April 23, 2020

ALC File: 56448

David Gonella
Salmon Arm Folk Music Society
 DELIVERED ELECTRONICALLY

Dear David Gonella:

Re: Reasons for Decision - ALC Application 56448

Please find attached the Reasons for Decision of the Okanagan Panel for the above noted application (Resolution #170/2020). As agent, it is your responsibility to notify the applicant accordingly.

Under section 33.1 of the *Agricultural Land Commission Act* (ALCA), the Chair of the Agricultural Land Commission (the "Commission") has 60 days to review this decision and determine if it should be reconsidered by the Executive Committee in accordance with the ALCA. You will be notified in writing if the Chair directs the reconsideration of this decision. The Commission therefore advises that you consider this 60 day review period prior to acting upon this decision.

Under section 33 of the ALCA, a person affected by a decision (e.g. the applicant) may submit a request for reconsideration. Please be advised however that on March 12th, 2020 the ALC Amendment Act ([Bill 15 – 2019](#)) was brought into force and effect, changing the reconsideration process.

A request to reconsider this decision must now meet the following criteria:

- No previous request by an affected person has been made, and
- The request provides evidence not available at the time of the original decision that has become available, and that could not have been available at the time of the original decision had the applicant exercised due diligence, or
- The request provides evidence that all or part of the original decision was based on evidence that was in error or was false.

The amendments also introduced a change to limit the time period for requests for reconsideration to 90 days from the date of this decision – this change has not been brought into force and effect yet. As a result, a person affected by this decision will have one year from the date of this decision's release as per [ALC Policy P-08: Request for Reconsideration](#) to request reconsideration of the decision or 90 days from the date the legislative change takes effect (date unknown at this time), whichever comes sooner.

Please refer to the ALC's [Information Bulletin 08 – Request for Reconsideration](#) for more information.

Please direct further correspondence with respect to this application to
ALC.Okanagan@gov.bc.ca

Yours truly,

A handwritten signature in black ink, appearing to read 'Mike Bandy', written in a cursive style.

Mike Bandy, Land Use Planner

Enclosures: Reasons for Decision (Resolution #170/2020)
Schedule A: Decision Map

cc: City of Salmon Arm, Attn: Kathy Frese (File: ALC-388)

56448d1



AGRICULTURAL LAND COMMISSION FILE 56448
REASONS FOR DECISION OF THE OKANAGAN PANEL

Non-Farm Use Application Submitted Under s. 20(2) of the *Agricultural Land Commission Act*

Applicants:

0847774 BC Ltd. (Land Owner, Property 1)
 Judy Dedood (Land Owner, Property 2)
 Loretta Dedood (Land Owner, Property 2)
 Jerald Thompson (Land Owner, Property 3)

Agent:

David Gonella, Salmon Arm Folk Music Society

Properties:

Property 1:

Parcel Identifier: 004-831-853
 Legal Description: Lot 1, Section 11, Township 20,
 Range 10, West of the 6th Meridian,
 Kamloops Division, Yale District, Plan 27414
 Civic: 550 10 Avenue SW, Salmon Arm, BC
 Area: 2.0 ha (2.0 ha in ALR)

Property 2:

Parcel Identifier: 014-072-009
 Legal Description: Parcel B (Plan B5839), of the
 North West 1/4, Section 11, Township 20, Range
 10, West of the 6th Meridian, Kamloops Division,
 Yale District



Civic: 690 10 Avenue SW, Salmon Arm, BC

Area: 2.2 ha (2.2 ha in ALR)

Property 3:

Parcel Identifier: 009-460-411

**Legal Description: Lot 1, Section 11, Township 20,
Range 10, West of the 6th Meridian,**

**Kamloops Division of Yale District, Except Parcel
A on Plan B7061, Plans 29487 and 42166**

Civic: 1300 10 Street, Salmon Arm, BC

Area: 8.6 ha (8.6 ha in ALR)

Panel:

Gerald Zimmermann, Okanagan Panel Chair

Joe Deuling



OVERVIEW

- [1] The Properties are located within the Agricultural Land Reserve (ALR) as defined in s. 1 of the *Agricultural Land Commission Act* (ALCA).

- [2] Pursuant to s. 20(2) of the ALCA, the Salmon Arm Folk Music Society (the "Society") is applying to the Agricultural Land Commission (the "Commission") to use a ~12.7 ha area of the Properties for a temporary campground during the annual Salmon Arm Roots & Blues Festival (the "Festival"). The Society proposes the ongoing use of the lands for a fourteen day period in August of each year to allow for set-up, approximately seven days of camping during the Festival, and clean-up of the site (the "Proposal").

- [3] The Commission has historically permitted previous proposals to use the Properties for temporary camping for the Festival dating back to 2005. The most recent approval on the Properties allowed the use of a ~5 ha area of the Properties for temporary campground use (including ~2 ha on Property 3) for a period of five years. This approval expired in 2019.

- [4] The Society now proposes to expand the camping area by ~8.6 ha to include the entirety of Property 3. The Application submits that the additional area is requested to provide the Society with the flexibility to accommodate up to 1,000 campsites should demand warrant it, or to offer different types of camping options to patrons, such as 'glamping' or walk-in options.

- [5] The issue the Panel considered is whether the Proposal would impact the agricultural utility of the Properties.

- [6] The Proposal was considered in the context of the purposes of the Commission set out in s. 6 of the ALCA:
 - 6 (1) The following are the purposes of the commission:
 - (a) to preserve the agricultural land reserve;



- (b) to encourage farming of land within the agricultural land reserve in collaboration with other communities of interest; and,
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of land within the agricultural land reserve and uses compatible with agriculture in their plans, bylaws and policies.

(2) The commission, to fulfill its purposes under subsection (1), must give priority to protecting and enhancing all of the following in exercising its powers and performing its duties under this Act:

- (a) the size, integrity and continuity of the land base of the agricultural land reserve;
- (b) the use of the agricultural land reserve for farm use,

EVIDENTIARY RECORD

[7] The Proposal along with related documentation from the Applicants, Agent, local government, third parties, and Commission is collectively referred to as the "Application". All documentation in the Application was disclosed to the Agent in advance of this decision.

BACKGROUND

[8] In 2005, ALC Application 41968 was submitted to the Commission to use a 2.9 ha area of Properties 1 and 2 for a temporary campground for the Salmon Arm Roots & Blues Festival. The Commission conditionally approved the application for a period of one year (2005) by ALC Resolution #203/2005, and subsequently allowed an expansion of the camping area to 3.5 ha by ALC Resolution #390/2005. Following the first year of the Festival, the applicant submitted a request to extend the Commission's approval for the campground. The Commission confirmed that the land was returned to its pre-event state after the 2005 Festival, and by ALC Resolution #681/2005, conditionally approved the campground for an additional three years (2006-2008), subject to the submission of an annual post-event status report verifying rehabilitation of the land to pre-event conditions, and submission of a \$3,000 bond. The Society submitted a reconsideration request claiming that Festival already had mechanisms in place to address potential damages to the properties, including a contract



with the landowners, and commercial general liability insurance. The Commission found that the bond would cause unnecessary hardship to the Festival, and removed the condition for the bond by ALC Resolution #267/2006.

- [9] In 2007, ALC Application 43907 was submitted to the Commission to use a 4.7 ha area of Property 3 for temporary overflow camping for the Festival. The Commission conditionally approved the application by ALC Resolution #278/2007 for a period of two years (2007-2008).
- [10] In 2009, ALC Application 45749 was submitted to the Commission to use a ~7 ha area over Properties 1, 2, and 3 for a temporary campground (approximately 600 sites) for the Festival. The Commission conditionally approved the application by ALC Resolution #97/2009 for a period of three years (2009-2011).
- [11] In 2011, ALC Application 52140 was submitted to the Commission to use a 3.3 ha area of the lot directly to the east of Property 1 (PID 004-831-861, "Property 4") for a temporary campground for the Festival in addition to the existing approval for Properties 1-3. The Commission conditionally approved the application by ALC Resolution #104/201 for three years (2011-2013).
- [12] In 2011, ALC Application 52336 was submitted to the Commission to use Properties 1 and 2 for a temporary campground for the Sturgis North Music Festival. The Commission conditionally approved the application by ALC Resolution #236/2011 for one year (2011).
- [13] In 2012, ALC Application 52608 was submitted to the Commission to use a ~5 ha area across Properties 1, 2, and 3 for a temporary campground (approximately 600 sites) for the Festival. The Commission conditionally approved the application by ALC Resolution #209/2012 for a period of three years (2012-2014).
- [14] In 2014, ALC Application 53620 was submitted to the Commission to use a 3.3 ha area of Property 4 for a temporary campground for the Festival in addition to the existing approval for Properties 1-3. The Commission conditionally approved the application by ALC Resolution #213/2014 for a period of four years (2014-2017).



[15] In 2014, ALC Application 52608 was submitted to the Commission to use a ~5 ha area across Properties 1, 2, and 3 for a temporary campground for the Festival. The Commission conditionally approved the application by ALC Resolution #177/2015 for a period of five years (2015-2019).

[16] In 2018, ALC Application 56983 was submitted to the Commission to use a ~2 ha area of Property 4 for a temporary campground for the Festival in addition to the existing approval for Properties 1-3. In accordance with criterion #14 of ALC Resolution #38N/2016 (CEO delegation criteria), the Commission CEO conditionally approved the application by ALC Resolution #120/2018 for a period of five years (2018-2022).

[17] All of the above approvals were granted subject to the submission of an annual status report verifying that the land utilized for the non-farm use has been returned to an equal or better agricultural standard. The Panel understands that the Applicant has consistently complied with this condition to date.

[18] At its meeting of January 13, 2020, the City of Salmon Arm Council resolved to forward the Application to the Commission with support. The Proposal would also require an amendment to the current Temporary Use Permit (TUP) with the City of Salmon Arm, which allows for the temporary campground use of Properties 1 and 2, and only a portion of Property 3.

EVIDENCE AND FINDINGS

[19] The Application was submitted on November 13, 2019 and was forwarded to the Commission by the City of Salmon Arm on January 20, 2020. Subsequently, on March 12, 2020, the ALCA was amended and changes were made to its regulations. The Applicant was given an opportunity to make written submissions relating to the amendment of the ALCA and changes to its regulations as it relates to this application. While the Application was submitted in the context of the former s. 6 of the ALCA, the Panel has considered it under s. 6(1) and s. 6(2) of the ALCA as amended by Bill 15.



Issue: Whether the Proposal would impact the agricultural utility of the Properties

- [20] To assess agricultural capability on the Property, the Panel referred to agricultural capability ratings. The ratings are identified using the Canada Land Inventory (CLI), 'Soil Capability Classification for Agriculture' system. The improved agricultural capability ratings applicable to the Property are Class 2 and Class 4, more specifically (6:2X – 4:4W).

Class 2 - land is capable of producing a wide range of crops. Minor restrictions of soil or climate may reduce capability but pose no major difficulties in management.

Class 4 - land is capable of a restricted range of crops. Soil and climate conditions require special management considerations.

The limiting subclasses associated with this parcel of land are W (excess water), and X (a combination of soil factors).

- [21] Based on the agricultural capability ratings the Panel finds that the Property has mixed prime and secondary agricultural capability.
- [22] Properties 1 and 2 are currently used for hay production, and Property 3 is used for hay production and cattle grazing. The Panel notes that the Properties continue to support agricultural operations while accommodating the annual campground use during the Festival.
- [23] The Panel reviewed the application history relating to the Festival dating back to 2005. The Commission has historically approved temporary camping for the Festival on the condition that the Properties be returned to an equal or better agricultural standard. The Panel confirms that the Society has been diligent in complying with this condition of approval to date. The Application material included the Society's 2019 post-event status report and site photos confirming rehabilitation of the Properties following the 2019 event. The



application submits that the proposed expansion of the camping area will not affect the Society's ability to maintain the site and limit impacts to agricultural activities.

[24] The Panel finds that the annual use of the Properties for temporary Festival camping has not resulted in long-term impacts to the productive capacity of the land, or limited the ability of the landowners to use the Properties for farm use apart from during the two-week Festival period. As such, the Panel is amenable to allowing the Proposal, including the expansion of the campground area on Property 3, subject to the rehabilitation of the land to an equal or better agricultural standard.

[25] The Panel notes that ALC Resolution #120/2018 approved Festival camping on Property 4 through to 2022. The Panel finds that it would be beneficial to align the approvals so that future proposals for Festival camping on Properties 1-4 can be considered concurrently. As such, the Panel will allow the Proposal for three years, through to 2022. Should the Society choose to apply for the non-farm use beyond 2022, Properties 1-4 can then be addressed under a single application.

[26] The Panel received correspondence from an adjacent landowner on 10 Street SW, who was concerned about Festival patrons accessing the Festival site via an easement through their property, which is outside of the ALR. The Panel suggests that public access to Property 3 should be limited to the north side of the property, along 10 Avenue SW, in order to minimize conflict between the non-farm use and adjacent residential properties outside of the ALR.

DECISION

[27] For the reasons given above, the Panel approves the Proposal to use a ~12.7 ha area of the Properties for a temporary campground associated with the Salmon Arm Roots & Blues Festival subject to the following conditions:

- a. The non-farm use is approved for a 14 day period each August for the annual Salmon Arm Roots & Blues Festival only;
- b. The approval is valid through to August 31, 2022;



- c. No permanent facilities are to be constructed, and no fill is to be placed on the Properties in association with the non-farm use;
- d. Public access to Property 3 is located off of 10 Avenue SW; and
- e. The submission of an annual post-event status report (including photos) verifying that the land utilized for the non-farm use has been returned to an equal or better agricultural standard.

[28] This decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

[29] These are the unanimous reasons of the Panel.

[30] A decision of the Panel is a decision of the Commission pursuant to s. 11.1(5) of the ALCA.

[31] Resolution #170/2020
Released on April 23, 2020

A handwritten signature in black ink, appearing to read 'G. Zimmermann', is positioned above the printed name.

Gerald Zimmermann, Panel Chair

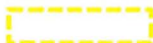
On behalf of the Okanagan Panel



Schedule A: Agricultural Land Commission Decision Sketch Plan
ALC File 56448 (Dedood Thompson)
Conditionally Approved Non-Farm Use
ALC Resolution #170/2020



The Properties



Area conditionally approved for Non-Farm Use (~12.7 ha)