

THE CORPORATION OF THE CITY OF VERNON A G E N D A

PUBLIC HEARING COUNCIL CHAMBERS JULY 19, 2021

5:45 PM

As per Public Health Order: Gatherings and Events – July 7, 2021, members of the public are **allowed** to attend Council meetings in-person. Please note capacity is limited and is available on a first come, first served basis.

Please Note: the public hearing is being video-recorded and will be available for viewing on the City's website following the public hearing.

1. CALL TO ORDER

LAND ACKNOWLEDGEMENT

As Mayor of the City of Vernon, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx People of the Okanagan Nation.

MAYOR Cumming will call the hearing to order and advise that the purpose of the Public Hearing is to consider:

"9228 Kokanee Road Land Use Contract LTO Registration Number P2461, Discharge Bylaw Number 5866, 2021"

2. <u>CONFIRMATION OF PUBLICATION</u>

The CORPORATE OFFICER will provide information as to how the meeting was publicized, as required by Legislation.

3. BYLAW

LAND USE CONTRACT DISCHARGE BYLAW NUMBER 5866 – 9228 KOKANEE ROAD (P. 3, 6) **"9228 Kokanee Road Land Use Contract LTO Registration** Number P2461, Discharge Bylaw Number 5866, 2021"

A Bylaw:

To discharge Land Use Contract Registration #P2461 in order to allow a secondary suite in a single detached house and to allow all current bylaws to apply to the property.

4. PROCEDURE FOR EACH BYLAW:

- a) Brief description of the application by City Staff.
- b) Mayor will request the Corporate Officer to indicate any written submissions received, for the record.
- c) Mayor will call for representation from the public in attendance.
 - i. Microphones are provided for any person(s) wishing to make representation to the meeting.
 - ii. The Chair will recognize <u>ONLY</u> speakers at the microphones. Speakers may be requested to limit the length of time they speak until all present, who wish to be heard, have been given an opportunity. Thereafter speakers may take another opportunity to speak.
 - iii. The public and members of Council may ask questions of the applicant and / or City staff in order to clarify details of the project, etc.
 - iv. Final calls for representation.

5. ADJOURNMENT

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5866

A bylaw to authorize the discharge of Rezoning Bylaw No. 292, 1978 and Land Use Contract

Agreement Bylaw No. 291, 1978, LTO #P2461

WHEREAS the owner of Lot 21, Sec. 11, TP 13, ODYD, Plan 31060 (9228 Kokanee

Road) has requested that Council of The Corporation of the City of Vernon discharge

"Rezoning Bylaw No. 292, 1978" and "Land Use Contract Agreement Bylaw No. 291,

1978" LTO #P2461 and all amendments thereto;

AND WHEREAS Section 546 of the Local Government Act permits a municipality to

discharge a Land Use Contract by bylaw, with the agreement of the local Council and the

owner of any parcel that is described in the bylaw as being covered by the Land Use

Contract;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open

meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as "9228 Kokanee Road Land Use

Contract LTO Registration Number P2461, Discharge Bylaw Number 5866, 2021".

2. That the Corporation of the City of Vernon be and is hereby authorized to

discharge Rezoning Bylaw No. 292, 1978 and Land Use Contract Agreement Bylaw No.

291, 1978, LTO Registration Number P2461, being registered against the following

described lands in the Land Title Office, Kamloops, B.C.:

Lot 21, Sec. 11, TP 13, ODYD, Plan 31060

(9228 Kokanee Road)

as shown as outlined on the plan attached hereto as **Schedule "A"**.

3

PAGE 2

BYLAW NUMBER 5866

necessary discharge documents on behalf of The Corporation of the City of Vernon, and

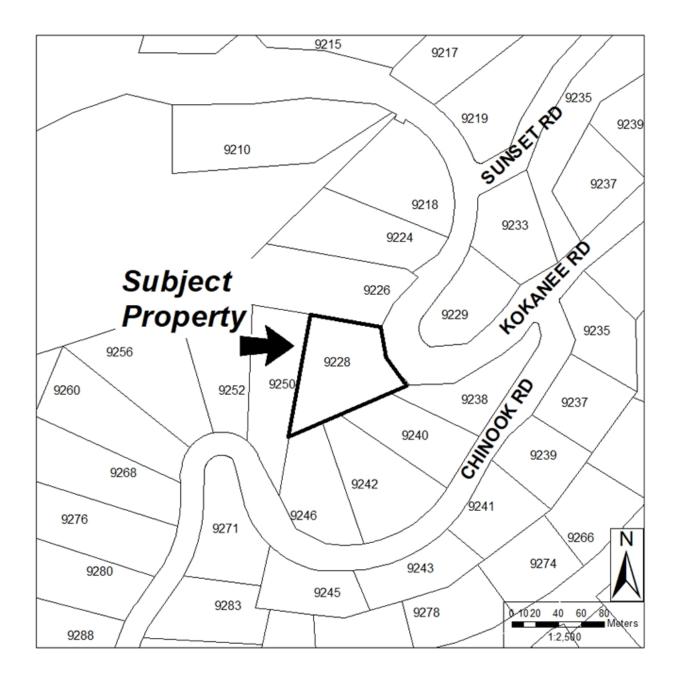
generally to do all things necessary to give effect to the matters set out herein.

That the Mayor and Corporate Officer be and are hereby authorized to execute the

3.

READ A FIRST TIME this	28 th day of June, 2021.	
READ A SECOND TIME this	28 th day of June, 2021.	
PUBLIC HEARING held in accordance <i>Act</i> this day of , 2021.	with the requirements of the Local Government	
READ A THIRD TIME this	day of , 2021.	
ADOPTED THIS day of , 2021		
Mayor	Corporate Officer	

Schedule 'A'
Attached to and forming part of Bylaw 5866
"9228 Kokanee Road Land Use Contract LTO Registration Number P2461,
Discharge Bylaw Number 5866, 2021"





THE CORPORATION OF THE CITY OF VERNON REPORT TO COUNCIL

SUBMITTED BY:

Craig Broderick

Manager, Current Planning

& Michelle Austin

Planner, Current Planning

COUNCIL MEETING: REG ☑ COW □ I/C □

COUNCIL MEETING DATE: June 28, 2021

REPORT DATE: June 14, 2021 **FILE**: 3360-40 (LUC00019)

SUBJECT:

LAND USE CONTRACT DISCHARGE APPLICATION FOR 9228 KOKANEE ROAD

PURPOSE:

To review an application to discharge a Land Use Contract from the property located at 9228 Kokanee Road for construction of single detached housing with a secondary suite.

RECOMMENDATION:

THAT Council support Application No. LUC00019 to discharge Rezoning Bylaw #292, 1978 and Land Use Contract Agreement Bylaw #291, 1978, LTO #P2461 from the title of Lot 21, Sec 11, Tp 13, ODYD, Plan 31060 (9228 Kokanee Road) and allow the property to be governed by Zoning Bylaw #5000, subject to the following:

- a) That a Section 219 Covenant (Wildfire), complying with FireSmart BC guidelines and the Community Wildfire Protection Plan, in favour of the City of Vernon, be registered on the title of Lot 21, Sec 11, Tp 13, ODYD, Plan 31060 (9228 Kokanee Road); and
- b) That the single detached housing site be located outside of 30% slope areas.

ALTERNATIVES & IMPLICATIONS:

1. THAT Council not support Application No. LUC00019 to discharge Land Use Contract Bylaw #291, 1978 from the title of Lot 21, Sec 11, Tp 13, ODYD, Plan 31060 (9228 Kokanee Road).

Note: This alternative does not support the request to discharge the Land Use Contract (LUC), thereby prohibiting the construction of a secondary suite within the single detached housing at this time. If this alternative is approved, the owners could build single detached housing containing only one dwelling unit, without a secondary suite. The property would continue to be governed by the LUC until it is terminated by the Local Government Act (LGA) on June 30, 2024. At that time, the underlying Estate Lot Residential (R1) would apply to the property and the owners could incorporate a secondary suite into the single detached housing.

ANALYSIS:

A. Committee Recommendations:

N/A

B. Rationale:

- The subject property is located at 9228 Kokanee Road, as shown in Figures 1 and 2. It is located in Sunset Properties, an established rural subdivision created by a Land Use Contract (LUC) in the 1970s.
- 2. LUCs were widely used in B.C. from 1971 to 1977. They were registered on title of the property and function like restrictive covenants, setting out how the property was (and is) to be subdivided, developed and serviced. They also act as the principal zoning for the property and include many of the typical development regulations. The use of LUCs was discontinued by the province in 1977.
- 3. As per Section 547 (1) of the *Local Government Act* (*LGA*), all land use contracts will be terminated on June 30, 2024. There are numerous LUCs in place within the city. Administration has been working with applicants to amend (i.e. modify, vary or discharge) LUCs as property owners come forward for redevelopment or improvements, such as the subject application.
- 4. Section 546 of the *LGA* outlines the process to be followed for discharging an LUC. Section 546 (2) (a) allows an LUC to be amended (which includes being discharged from the title of a property), by bylaw (Attachment 1), with agreement from the local government and the owner. If the amendment

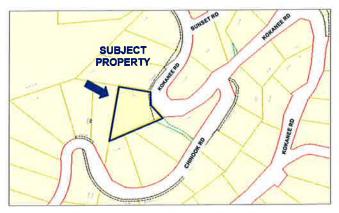


Figure 1: Property Location Map

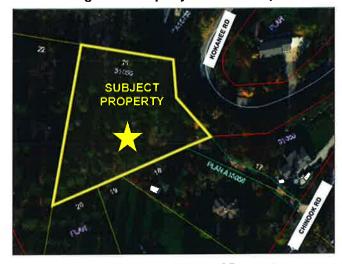


Figure 2: Aerial Photo of Property

affects the use or density of the parcel, then the rules around Public Hearings apply as if it were a zoning amendment. The amendment must also be registered in the Land Title Office.

- 5. The intent of this application is to request that Council discharge LUC Registration #P2461 (Attachment 2) from the title of the property, allowing the underlying R1 zone to regulate its use and development. LUC Registration #P2461 is comprised of two bylaws:
 - i. Rezoning Bylaw #292, 1978, which designated the property as a "development area" within the zoning bylaw in force at that time, and
 - ii. Land Use Contract Agreement Bylaw #291, 1978, which created regulations equivalent to a residential zone, outlined how subdivision, development and servicing would occur, and defined monetary contributions to be paid by the developer.
- 6. The property is currently vacant and the owners would like to construct single detached housing with a secondary suite (Attachment 3). Under the LUC regulatory scheme, only one single family dwelling unit is allowed. A secondary suite is not permitted. In contrast, the R1 zone (Attachment 4) allows the owners to build what they want a single detached home with a secondary suite. With the exception of the number of dwelling units, the proposal meets the development regulations, such as site coverage, height and setbacks, of both the LUC and R1 zone. Upon expiration of the LUC in three years (on June 30, 2024), the building would comply with the underlying R1 (Estate Lot Residential) zoning and other provisions of Zoning Bylaw #5000.

- 7. Official Community Plan (OCP) Policies:
 - This property is designated Residential Low Density.
 - It is not located within the Agricultural Land Reserve (ALR), or an adopted Neighbourhood Plan Area.
 - It is located within Fire Interface Area 3 and the Hillside Residential and Agricultural District Development Permit Area (DPA).
 - The Environmental Management Strategy (EMS) identifies the property as having low conservation value.
- 8. Unless an exemption is applicable to the proposed development, a Development Permit (DP) is required because the property is located within the Hillside Residential and Agricultural District DPA. In this situation, the DP requirement can be waived if the owner illustrates that the development complies with FireSmart BC guidelines and the Community Wildfire Protection Plan. As recommended by Administration, this can be accomplished through registration of a restrictive wildfire covenant on title of the property.
- 9. Figure 3 shows a 3D representation of the property elevations (in grey) overlaid with slope ≥ 30% (in mustard). The proposed building site is located on the lower portion of the lot near the road and outside of the 30% slope area.
- 10. Administration supports discharging the LUC for the following reasons:
 - a) The LGA terminates all LUCs in the province on June 30, 2024. Zoning for the property will default to the R1 zone, which the proposal complies with.
 - b) Legal non-conforming issues may be avoided by proactively discharging the LUC from the subject property and allowing the R1 zoning to apply, rather than waiting for it to be automictically terminated in three years

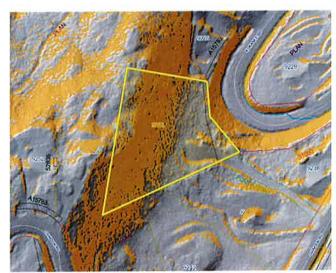


Figure 3: LiDAR with 30% Slopes Overlaid

to be automictically terminated in three years. The property is currently undeveloped.

- c) Many development-related bylaws have no force and effect on properties with LUCs registered on title. Discharging an LUC from the title restores the applicability of such bylaws to the property and its development.
- d) The R1 zone allows a second dwelling unit in the form of a secondary suite. Allowing two households (versus one household under the LUC) to live within the same land area helps to provide housing options, increases affordability and makes more efficient use of land and services.

C. Attachments:

Attachment 1 - Proposed Discharge Bylaw #5866, 2021

Attachment 2 - Land Use Contract Bylaw #291, 1978 - Schedule A

Attachment 3 - Site Plan and House Elevations

Attachment 4 - Section 9.2 R1 - Estate Lot Residential Zone

D. Council's Strategic Plan 2019 – 2022 Goals/Action Items:

The subject application involves the following goals/action items in Council's Strategic Plan 2019 – 2022:

- > Review and streamline the residential development approval process.
- > Provide more housing options.

E. Relevant Policy/Bylaws/Resolutions:

The property is designated Residential – Low Density Official in the Community Plan (OCP). It is also located within Fire Interface Area 3 and the Hillside Residential and Agricultural District Development Permit Area (DPA). It is under a Land Use Contract with R1 zoning beneath.

BUDGET/RESOURCE IMPLICATIONS:

N/A

Prepared by:

x Craig Smolents

Signer 1

Approved for submission to Council:

Will Pearce, CAO

Date: 22. JUNE. 202

Craig Broderick

Manager, Current Planning

X

Signer 2

Michelle Austin

Planner, Current Planning

olyno. o

Kim Flick Director, Community Infrastructure and Development

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☐ Corporate Services ☐ Operations ☒ Current Pla	
□ Real Estate □ Facilities □ Building & □ RCMP □ Utilities □ Engineerin □ Fire & Rescue Services □ Recreation Services □ Infrastructu □ Human Resources □ Parks □ Transporta	e Planning & Sustainability Licensing g Development Services re Management

THE CORPORATION OF THE CITY OF VERNON BYLAW NUMBER 5866

A bylaw to authorize the discharge of Rezoning Bylaw No. 292, 1978 and Land Use Contract Agreement Bylaw No. 291, 1978, LTO #P2461

WHEREAS the owner of Lot 21, Sec. 11, TP 13, ODYD, Plan 31060 (9228 Kokanee Road) has requested that Council of The Corporation of the City of Vernon discharge "Rezoning Bylaw No. 292, 1978" and "Land Use Contract Agreement Bylaw No. 291, 1978" LTO #P2461 and all amendments thereto;

AND WHEREAS Section 546 of the *Local Government Act* permits a municipality to discharge a Land Use Contract by bylaw, with the agreement of the local Council and the owner of any parcel that is described in the bylaw as being covered by the Land Use Contract;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

- 1. This bylaw may be cited for all purposes as "9228 Kokanee Road Land Use Contract LTO Registration Number P2461, Discharge Bylaw Number 5866, 2021".
- 2. That the Corporation of the City of Vernon be and is hereby authorized to discharge Rezoning Bylaw No. 292, 1978 and Land Use Contract Agreement Bylaw No. 291, 1978, LTO Registration Number P2461, being registered against the following described lands in the Land Title Office, Kamloops, B.C.:

Lot 21, Sec. 11, TP 13, ODYD, Plan 31060 (9228 Kokanee Road)

as shown as outlined on the plan attached hereto as Schedule "A".

PAGE 2

BYLAW NUMBER 5866

necessary discharge documents on behalf of The Corporation of the City of Vernon, and

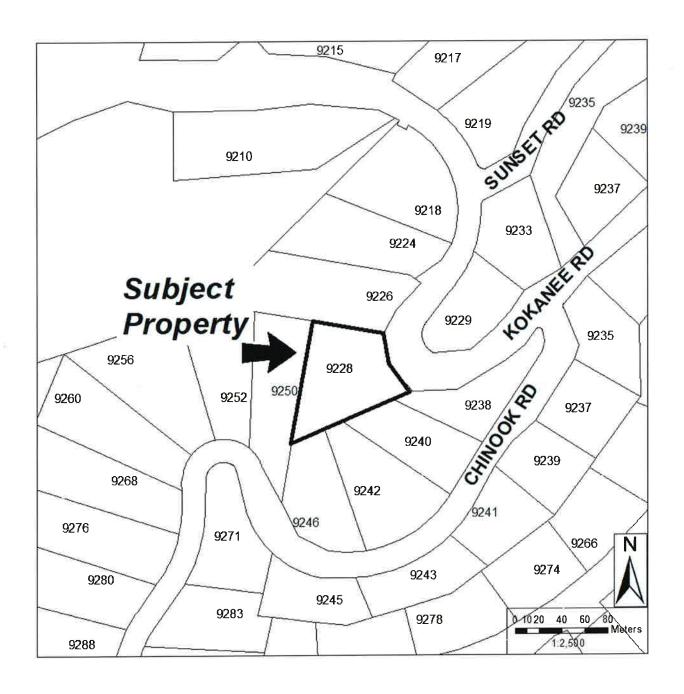
generally to do all things necessary to give effect to the matters set out herein.

3.

That the Mayor and Corporate Officer be and are hereby authorized to execute the

READ A FIRST TIME this	day of	, 2021.
READ A SECOND TIME this	day of	, 2021.
PUBLIC HEARING held in accordance Act this day of , 202		uirements of the Local Government
READ A THIRD TIME this	day of	, 2021.
ADOPTED THIS day of , 202	1.	
Mayor	Corp	orate Officer

Schedule 'A'
Attached to and forming part of Bylaw 5866
"9228 Kokanee Road Land Use Contract LTO Registration Number P2461,
Discharge Bylaw Number 5866, 2021"



RCVD:1979-01-15 RQST:2010-09-23-13.43.31.875

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The R	egional Board o bled enacts as	f the Regional Distri follows:	ct of North ()kanagan in	open meet	ing
	Municipal Act b	provisions of Section of Section Chapter 255 R.S. D.Y.D., except that p, Section 11, Townshi	B.C. 1960, th	on Plan 38	Section II	6
(2)	This By-law may	be cited as "Rezonin	g By-law No.	292, 1978,	No. 10".	
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REGIONAL DISTRICT OF NORTH OKANAGAN

BY-LAW NO. 291

A By-law for the ratification of an agreement with Harold J. Sigalet to provide for the development of certain lands

	legional Board of the Regional District of North Okanagan in open meeting pled enacts as follows:
(1)	The Agreement made between the Regional District of North Okanagan and Harold J. Sigalet to provide for the development of
,	NW 1/4. Section 11, Township 13. O.D.Y.D., except that part included on Plan 3836, and the W 1/2 of SW 1/4, Section 11, Township 13, O.D.Y.D.
	AND attached hereto as Appendix "A" is hereby ratified and the Chairman and Secretary are hereby authorized to execute same on behalf of the Regional District.
(2)	This By-law may be cited as "Land Uso Contract Agreement By-law No. 291, 1978, No. 6".
ae 40	A FIRST TIME this 25th day of October , 1978,
UEVU	A SECOND TIME this 25th day of October , 1978.
	A THIRD TIME this 8th day of November . 1978.
WEND	A THAT THE CHIE
day o	tised on the 3 st day of October . 1978 and the 1st f Novembor . 1978 and a Public Hearing held pursuant to the sions of Section 798A (3a) of the Municipal Act on the 8th day of yember . 1978.
	ved the approval of the Minister of Municipal Affairs and Housing this had ay of <u>December</u> , 19 <u>78</u> .
RECOI 19 <u>79</u>	SIDERED. FINALLY PASSED, AND ADOPTED this 10th day of January
7	SECRETARY-TREASURER CHATRAMAN
cited third	eby certify the foregoing to be a true and correct copy of Ry-law No. 291 as "Land Use Contract Agreement By-law No. 291, 1978, No. 6" as read a time by the Regional Board on the <u>8th</u> day of <u>November</u> ,
19 <u>78</u>	1319
7	A september of the sept
1	And For the second
	SECRETARY-TREASURER on the Andreasure.
I her cited	eby certify the foregoing to be a true and correct copy of By-law No. 291 as "Land Use Contract Agreement By-law No. 291, 1978, No. 6" as recon-

sidered, finally passed, and adopted by the Regional Board on the loth day of January 1979 upon affirmative vote in accordance with the provisions of Section 778(2) of the Municipal Act.

SECRETARY-TREASURER

THIS LAND USE CONTRACT numbered for reference 14 - 76 and dated for reference the 18 day of October , 1978.

BETWEEN:

THE REGIONAL DISTRICT OF NORTH OKANAGAN, A regional District incorporated under the laws of the Province of British Columbia, and having an office at 2903 - 35th Avenue, in the City of Vernon, Province of British Columbia,

(hereinafter called the "District")

OF THE FIRST PART

AND:

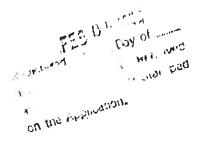
HAROLD & SIGALET, Lumberman, of R. R. # 6, Ellison Park Road, in the City and Province aforesaid,

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS

The District pursuant to Section 702A and 798A of the Municipal Act, may, with the approval of the Lieutenant-Governor in Council, notwithstanding any By-Law of the District or Section 712 or 713 of the Municipal Act upon the application of an owner of land within a development area designated as such by By-Law of the District, enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such Land Use Contract;



- B. The Municipal Act requires that the Regional Board in exercising the powers given by Section 702A shall have due regard to the considerations set out in Section 702(2) and Section 702A(1) in arriving at the use and development permitted by any land development contract and the terms, conditions and considerations thereof;
- c. The Developer has presented to the District a scheme of use and development of the within described lands and premises and has made application to the District to enter into this Land Use Contract under the terms, conditions and for the consideration hereinafter set forth;
- D. A Land Use Contract is deemed to be a zoning By-Law for the purposes of the Controlled Access Highways Act and if the land is so situated that it is subject to such Act, the approval of the Minister of Highways to the use set forth in this Agreement must first be obtained before the District can enter into same;
- E. The Developer acknowledges that he is fully aware of the provisions and limitations of Sections 702A and 798A of the Municipal Act, and the District and Developer mutually acknowledge and agree that the Regional Board of the District cannot enter into this Agreement until the Regional Board has held a public hearing thereon, in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such hearing, and a majority of all the Directors having among them a majority of all the votes of the Regional Board vote in favour of the District entering into this contract, and unless and until the Minister of Municipal Affairs has approved the By-Law of the District authorizing the District to enter into this contract.

- 3 -

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

Developer's Representations

- The Developer represents and warrants 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 Vernon Assessment District, in the Province of British Columbia, and being more particularly known and described as:

The North West Quarter (4) of Section Eleven (11) Township Thirteen (13) Osoyoos Division Yale District

MB242F except that part included on plan 3836,

the West half (4) of the South West Quarter (4), Section Eleven (11) Township Thirteen (13) Osoyoos Division Yale District

(hereinafter called the "Lands")

1.2 No other person or entity holds any registered interest in the Lands.

Developer's Covenants

- 2. The Developer covenants and agrees as follows:
- That the Lands, including the surface of water, and any and all buildings, structures and improvements erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for no other purpose.
- That no Lands shall be subdivided except in compliance with and according to the plans and particulars set out in Schedule "B" hereto.
- 2.3 To construct or cause to be constructed all roads shown as such on Schedule "B" hereto in accordance with such standards of construction and other requirements as may be

- 4 -

specified by the Ministry of Highways ("Ministry") for the Province of British Columbia, and to deposit with the Ministry such sum or sums of money or other security as may be required by the Ministry with respect to the construction of roads within any subdivision of the Lands.

- 2.4 To construct and install such works and services on the Lands and to grant such easements as may be required by the Ministry to ensure proper drainage of the Lands.
- 2.5 To ensure that each lot within any subdivision of the Lands is supplied with domestic water, and to construct and install or cause to be constructed and installed a domestic water system to supply each lot in accordance with the specifications set out and described in Schedule "C" hereto and in accordance with such other plans and specifications as may be required by any governing authority of the Government of the Province of British Columbia.
- 2.6 That he will not sell, lease or otherwise dispose of any lot of any subdivision of the Lands until such time as the domestic water system referred to in Paragraph 2.5 above and described in Schedule "C" hereto is fully constructed and installed in accordance with the terms of this Agreement. Except that the Developer shall not be prohibited from mortgaging the Lands.
- 2.7 To deposit, after the Public Hearing, with the Comptroller of Water Rights, Water Utilities Act such sum or sums of money or other security as may be required by the Comptroller to ensure and secure the construction and installation of the domestic water system referred to in Paragraphs 2.5 and 2.6 above and in Schedule "C" hereto.

- 2.8 To ensure that each lot within any subdivision of the Lands is supplied with electrical power and to enter into such agreements with British Columbia Hydro and Power Authority as may be necessary to ensure performance of this covenant by the Developer including the depositing of such sum or sums of money with British Columbia Hydro and Power Authority as may be required by the said Authority.
- 2.9 To ensure that each lot within any subdivision of the Lands is supplied with telephone services and to enter into such agreements with the Okanagan Telephone Company including the deposit of such sum or sums of money as may be required by the said Company to ensure performance of this covenant by the Developer.
- 2.10 To pay all the District's reasonable costs including reasonable legal fees and disbursements incurred directly or indirectly as a result of the preparation and registration of this Land Use Contract and any By-Law required to implement the terms hereof.
- 2.11 To indemnify and save harmless the District and its servants, agents and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought or made against the District or its servants, agents and employees, resulting directly or indirectly from the failure of the Developer to perform his covenants herein contained.
- 2.12 To retain title in and to those portions of the Lands which are outlined in green on Schedule "B" (hereinafter referred to as the "Green Lands"). The District agrees that the Developer, his heirs, successors and assigns shall have the full right and title to sell, assign and otherwise deal with the said Green Lands, subject only to an easement permitting the owners of the lots or parcels created by the subdivision referred to in paragraph 2.2 in Schedule "B", the right to pass and re-pass at any time over the Green Lands, excluding the portion of the Green

- 5A -

Lands situate on that part of the Lands described as:
The West half of the South-west quarter,
Section 11,
Township 13,
O.D.Y.D.

2.13 To register a Statutory Building Scheme against the Lands containing, inter alia, the restrictions numbered 4 and 5 of Schedule "A" hereto.

ADDENDUM TO

Land Use Contract numbered for reference 14 - 76

It is the intention to cancel Section 2.14 of the Land Use Contract numbered for reference 14 - 76 made between the Regional District of North Okanagan and Harold Sigalet, and to substitute the following as Section 2.14:

The Developer convenants and agrees to contribute to the District the sum of \$33,500.00 which the District covenants and agrees to use for the acquisition of development of lands or other facilities for park, recreation or other public use. "

- 2.14 To deposit with the District the sum of Sixty-Seven Thousand (\$67,000.00) Dollars (hereinafter called the "Highway Improvement Contribution") upon deposit of the subdivision plan required pursuant to Paragraph 2.2 in the Kamloops Land Registry Office. The District shall hold the Highway Improvement Contribution in an interest bearing account, the principal of which and interest earned thereon to be released only for the following purposes:
 - (a) Contribution to the construction of a by-pass of the portion of Okanagan Landing Road from Norman's Store, Okanagan Landing, British Columbia, south for a distance of One point four (1.4) miles to the intersection of Okanagan Landing Road and Peters Road; or
 - (b) Contribution to the construction of improvements to the above mentioned portion of Okanagan Landing Road.

Provided that in the event the District does not release the Highway Improvement Contribution pursuant to either (a) or (b) above on or before Five (5) years from the date of deposit of the Highway Improvement Contribution then the District shall forthwith release the Highway Improvement Contribution, plus accumulated interest earned thereon, to the Developer.

District's Covenants

3. The District hereby covenants and agrees with the Developer to permit the Developer to use the Lands in accordance with the terms and conditions herein contained.

Mutual Covenants and Agreements

- It is mutually understood and agreed as follows:
- 4.1 Schedules "A" to "C" inclusive attached hereto are hereby incorporated into and made part of this Land Use

Contract.

- 4.2 Subject to the terms, covenants, and conditions herein contained, the use and development of the Lands shall comply with all the By-Laws of the District.
- 4.3 The District has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those contained in this Land Use Contract.
- 4.4 The Developer acknowledges that the execution of this Land Use Contract by the District and registration of this Land Use Contract does not, without more, permit a subdivision of the Lands, and in order to effect a subdivision of the Lands the Developer must first comply with all the provisions of the Land Registry Act of British Columbia and obtain the written approval of the appropriate Approving Officer for the Ministry.
- 4.5 All highways, bridges, culverts, lanes and walkways including drainage, surfacing, curbs, gutters, storm sewers, sidewalks, street lighting, boulevards and street signs shall, upon deposit in the Kamloops Land Registry Office of the subdivision plan made pursuant to this Land Use Contract, become the property of the Ministry, free and clear of any and all claims by the Developer and any person claiming through the Developer and the Developer shall, and hereby agrees to save harmless, the Ministry from any and all such claims.

Interpretation

5. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties

- 7 a -

so require.

6. The headings of the clauses of this Land Use Contract have been inserted for reference only and do not define, limit or alter or enlarge the meaning of any provision in this Land Use Contract.

General

- 7. This Land Use Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 8. This shall be the Agreement between The Regional

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District of North Okanagan and Harold J. Sigalet as it exists at the execution of this Agreement and it is further agreed that all previous communications and negotiations between the parties and all previous agreements between them, whether verbal or written, not herein contained and affirmed, are hereby withdrawn, annulled and rescinded.

IN WITNESS WHEREOF Harold J. Sigalet has hereunto set his hand and seal and the District has hereunto affixed its corporate seal in the presence of its duly authorized officers in that behalf on the day and year set forth beside their respective signatures below.

signed, sealed and delivered on the /9 day of delivered
1979 in the presence of: Small
Name 2917- 6, ev Che VERNON BC
Address
Occupation Occupation
REGIONAL DISTRICT OF THE NORTH OKANAGAN, was affixed on the /o day of former 1974 in the presence of:
CHAIRMAN Title)
Mal. I
SECRETARY-TREASURER Title)

SCHEDULE "A"

To Land Use Contract No.: 14 - 76

Subdivision

1. No lot or parcel in the lands created by the subdivision referred to in paragraph 2.2 and Schedule "B" (hereinafter called the "Lot") shall be subdivided or partitioned into two or more Lots or any Lots or any Lots consolidated into one or more Lots.

Permitted uses

- 2. The following uses, as defined by the by-laws of the District and no others shall be permitted;
 - (a) Single family dwelling;
 - (b) Accessory residential;
 - (c) Restricted agricultural.

Buildings per Lot

- 3. The number of buildings allowed per Lot for each of the above mentioned permitted uses shall be not more than:
 - (a) One (1) single family dwelling;
 - (b) Two (2) accessory residential buildings;
 - (c) Two (2) restricted agricultural buildings.

Floor Area

- 4. The floor areas shall be as follows:
 - (a) The floor area for a single family dwelling shall be not less than 60 m^2 (645.6 square feet).
 - (b) The floor area for an accessory residential building shall not be greater than $55m^2$ (591.8 square feet) with no horizontal dimension exceeding 9 m (29.53 feet);

Height of Buildings and Structures

- 5. The height of buildings and structures shall not exceed:
 - (a) 5 m (16.40 feet) for accessory residential use;
 - (b) 8 m (26.25 feet) for residential use;
 - (c) 10 m (32.81 feet) for restricted agricultural use.

Lot Coverage

6. Lot coverage shall be not greater than thirty percent (30%) of the Lot area.

Off-Street Parking

7. Off-street parking shall be provided and maintained in accordance with the provisions of Schedule "B" of By-law 801 of the By-laws of the District and the number of parking spaces required to be provided on a Lot or Lots, shall be determined by the use or uses being carried on on such Lot or Lots from time to time.

Setbacks

8. (Subject to the special building line setback provisions of Section 407 of the By-laws of the District)

(a) Front Yard:

A front yard free of all buildings and structures shall be provided with a depth of not less than:

- (i) 12 m (39.37 feet) for single family dwellings,and accessory residential use;
- (ii) 15 m (49.21 feet) for restricted agricultural use:
- (iii) 30 m (98.43 feet) for restricted agricultural use involving buildings used for the keeping of animals.

(b) Other Buildings:

Buildings shall not be sited within 3 m (9.843 feet) of any other building, except that buildings for restricted agricultural use involving the keeping of animals shall not be sited within 30 m (98.43 feet) of any residential dwelling not sited on the same Lot.

(c) Rear Yard:

A rear yard free of all buildings and structures shall be provided with a depth of not less than 8 m (26.25 feet), except that rear yards free of all buildings and structures used for keeping of animals shall be provided with a depth of not less than 30 m (98.43 feet) where the use abuts a Residential Zone.

(d) Side Yards:

Side yards free of all buildings and structures shall be provided with a width of not less than 8 m (26.25 feet), except that side yards free of buildings and structures used for keeping animals shall be provided with a width of not less than 30m (98.43 feet) where the use abuts a Residential zone.

Exterior side yards free of buildings and structures shall be provided with a width of not less than:

- (i) 12 m (39.37 feet) for single family dwellings, two family dwellings, mobile homes, and accessory residential use;
- (ii) 15 m (49.21 feet) for restricted agricultural use;
- (iii) 30 m (98.43 feet) for restricted agricultural use involving buildings used for the keeping of animals.

(e) Water Bodies:

Setbacks from water bodies and the natural boundary of any natural watercourse or source of water shall be in accordance with Section 406 of this By-law.

Restricted Agricultural Use

9. A restricted agricultural use shall be restricted to the cultivation of land and the keeping of animals for the personal use of the owner only, provided that this does not create a nuisance by reason of sound, sight, or smell and shall not include feed lots, mushroom growing, boarding and breeding kennels, or the keeping of swine or fur bearing animals.

Tree Cutting

- 10. No trees now standing on the Lands shall be cut or removed from the Lands unless the person desiring to cut any tree or trees makes written application to the District Planning Director for a tree cutting permit and states therein the following:
 - (a) The reason for the proposed tree cutting;
 - (b) The number, species and location of the tree or trees to be cut; and,
 - (c) A tree survey if a building permit is being applied for.

- 10.1 The planning Director may, upon receipt of written application for the reasons therein specified pursuant to paragraph 10(a), issue a tree cutting permit. If the reason so stated pursuant to paragraph 10(a) is for a use pursuant to paragraph 2 herein, the Planning Director shall issue a tree cutting permit.
- 10.2 For purposes of paragraph 10 "Tree" means:

A member of any evergreen or deciduous species which has only a single leader (trunk) arising from the root mass, which will have a diameter at breast height ("DBH") of not less than 7.5 cm, and which is capable of growing to a height exceeding 3.5 m at maturity, and includes species in clump form having more than one leader per root mass.

SCHEDULE "B"

To Land Use Contract No: 14 - 76

Subdivision Plan as Attached

SCHEDULE "C"

To Land Use Contract No: 14 - 76

Domestic Water System Requirements

- 1. Water source: Okanagan Lake;
- Storage reservoir 75,000 imperial gallons;
- Line sizes, minimum pipe size 4";
- 4. Normal operating pressures 35 to 90 psi;
- 5. Fire hydrants to be located so that no lot is more than 500 feet from a hydrant;
- 6. Water meters installed for each lot:
- 7. Disinfection: gas chlorination at the primary pipe house followed by 20 minute contact time in the supply main and pump house well;
- 8. Pumps: Pump House 1, sumbersible turbines pumping to an elevation of 1,100 feet.

Q = 80 U.s.g pm

TDH = 462 feet

BHP ≈ 15

Pump House 2, booster. Being a turbine pump either in line or from a wet well at an elevation of 1,435 feet pumping to the reservoir elevation of 1,850 feet.

 $\Omega = 80 \text{ U.s.g pm}$

TDH = 420 feet

 $BHP \approx 20$

MACK PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. Q LAW AND COMMERCIAL STATIONERS FORM No. 91

For Maker

I HEREBY CERTIFY that, on the Vernon,

19th

day of October , 19 79 at in the Province of British Columbia,

HAROLD X. SIGALFT

who is) personally known to me, appeared

before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker—thereof, and whose name—is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

at Vernon,

in the Province of

British Columbia, this

19th day of

October

In the year of our Lord one thousand nine hundred and seventy

eight.

A Commissioner for taking Affidavits for British Columbia.

NOTE—Whose the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

DIRK J. SIGALET

THE REGIONAL DISTRICT OF NORTH OKANAGAN

AND

James EAROLD & SIGALET Substitute - Forms 'A'. (C') D' & E

Addices: 3917-314 an

Phone No: Version, D.C.
Solicitor/Agent for: HAROLD, JAMES SI

Nature of Document, Charge: LAND USE
Forward duplicate C/T to applicant CONTRACT

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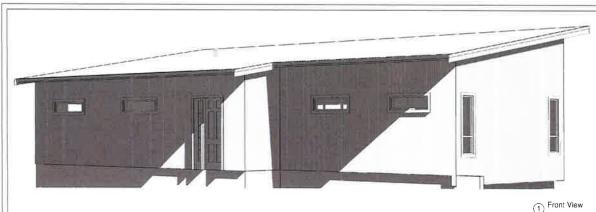
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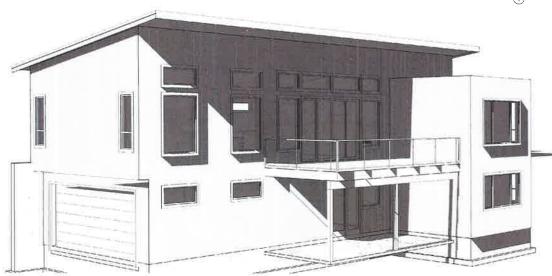
LAND USE CONTRACT

SIGALET, MAGUIRE & ASHBY BARRISTERS & SOLICITORS

DJS: es2917-31st AVENUE 545-6054 VERNON, B.C. VIT 2G5 REGISTERED KAP2461

FOR PLAN SEE D.D. P2461 ON FILE SURVEY DEPT.





(2)	Rear	Viev
(- /		

Door Schedule			
Type Mark	Family	Туре	Coun
1	Single-Raised Panel with Sidelight1	36" x 96"	1
2	Door-Exterior-Single-Entry-Half Flat Glass-Wood Clad	36" x 96"	1
3	Overhead-Sectional with trim	16'-0" x 8'-0"	1
4	4-Pane_Sliding_Glass_Door_4528	144" x 96"	1
5	Sliding-2 Panel	72" x 96"	1
6	Single-Flush	36" x 80"	3
7	Single-Flush	32" x 80"	3
В	Single-Flush	30" x 80"	5
9	Single-Flush	28" x 80"	2
10	Double-Flush	60" x 80"	1
11	Double-Flush	48" x 80"	3
12	Double-Flush	36" x 80"	1
13	Sliding-Closet	48" x 80"	1
14	Pocket Door	28" x 80"	1

Grand total: 25

Window Schedule	
Family and Type	Count
Picture-Side Casements w Trim - special: 120" x 72"	1
Picture-Side Casements w Trim - special: 120" x 54"	1
Fixed with Trim: 72" x 18"	2
Fixed with Trim: 70" x 24"	2
Fixed with Trim: 60" x 78"	2
Fixed with Trim: 60" x 60"	1
Fixed with Trim: 60" x 24"	4
Fixed with Trim: 60" x 18"	Ž
Fixec with Trim: 48" x 78"	2
Fixec with Trim: 48" x 54"	1
Fixec with Trim: 48" x 24"	2
Casement Dbl w Trim: 72" x 48"	1
Casement Dbl w Trim: 60" x 42"	1
Casement with Trim2: 24" x 72"	3
Casement with Trim2: 24" x 54"	1
	Family and Type Picture-Side Casements w Trim - special: 120" x 72" Picture-Side Casements w Trim - special: 120" x 54" Fixed with Trim: 72" x 18" Fixed with Trim: 70" x 24" Fixed with Trim: 60" x 60" Fixed with Trim: 60" x 60" Fixed with Trim: 60" x 24" Fixed with Trim: 60" x 24" Fixed with Trim: 48" x 78" Fixec with Trim: 48" x 78" Fixec with Trim: 48" x 54" Fixec mith Trim: 48" x 54" Casement Dbl w Trim: 60" x 42" Casement Dbl w Trim: 60" x 42" Casement bl w Trim: 60" x 42" Casement with Trim: 22" x 72"

GENERAL NOTES:

1. These documents outline the general character and quality of the work and some of its details. Parts not detailed shall be constructed in accordance with best practices of work of this class, and shall provide the required strength and quality to complete all requirements of the work 2. The construction shall be in accordance with the British Columbia Building Code, 2018 Edition.

Every effort will be made to ensure that any changes to the code are complied with and all amendments are incorporated in the work. Materials and workmanship shall be per BCBC. Part 10 Energy and Water Efficiency"

3.All work shall conform to local building codes and by-laws whichever may take precedence.
4. Prior to proceeding with construction, the Contractor must verify all information. Start of

or not optobeding with construction, and contact the average and intermediate state of construction specifies the Construction's acceptance of the contract with documents.

S.Any variances from the drawings own of specifications, and assurance from the drawings and specifications, and assurance from the following specifies of sp unless advised in writing of such errors or omissions prior to commencement of construction. The Contractor shall advise the Consultants if any discrepancies are observed or explanations are

required... 8 Dimensions are to lace of stude

 9 All doors between garage and dwelling units, including mechanical rooms, to be tight fitting, weather stripped, and shall be littled with a self-closing device (excluding closets and storage). 10 Provide interconnected fire alarms as per the BCBC

CONSTRUCTION NOTES:

1 Exterior walls to liveable area: 2x6 studs at 24° o.c.

2 Range hood and dryer to be exhausted to outside;

3 All ceilings 5/8" gypsum board; 4.5/8" fire guard gypsum board at all garage walls/ceilings common to liveable area; 5.All handrails to conform to BCBC:

6. Provide 6 mil. poly vapour barrier at warm side of insulation (heating mode) under wall linish and under all concrete slabs on grade;

7. Exterior wall insulation: RSI 4.23 glass fibre batt at 6" walls; attic insulation to be RSI 8.8 glass

8.25% of required attic vents to be at top 1/3 of roof as per BCBC; 9.Verify all rough opening requirements for doors, windows, equipment, and fixtures before

10 Verify/coordinate these plans with truss system final design;

11, All bedroom windows to have a minimum vent size of 24" x 36" for egress;

General Foundation Notes:

1.All work to be in accordance with Structural Drawings and Specifications.

2. Footings and foundation walls indicated on the drawings are generic. The Contractor is responsible for testing the soil and assure adequacy of the structure.

3.All concrete to:

-be minimum 3,000 psi (28 day) -conform to C.S.A. A23.1

-have 1" max, aggregate size -floundation walls, foolings, and interior slabs - h minimum 3% - 4% air entrainment +/- 1% -exterior slabs - h mini 5% - 7% air entrainment +/- 1%

4. Consolidate concrete in forms with high frequency internal vibrators - do not over vibrate so as to cause separation of the mix or use vibrators to move concrete.

-have maximum 4" slump; 5 All concrete reinforcing to:

be of new deformed stock

-be of minimum grade 400 steel

-be placed in accordance with the latest edition of the A.C.I. detailing manual no. 315;
6. Verify all site conditions in conjunction with the drawings notify the architect and owner of any

discrepancies in writing;
7. Footings to bear on undisturbed native material or engineered fill at a depth below the frost line. Where an engineer's soils report is available verify requirements & comply with recommendations contained therein.

8. Notify the architect and owner in writing where soil conditions are found to be infirm or potentially

9 Welded wire fabric to conform to C.S.A. G30.6 and to be lapped min, 6" or one full grid

whichever greater;
10. Un-detailed lap splices to be 40 bar diameters staggered;
11. Provide damp proofing below grade & approved perimeter looting drainage system;

12 Where required, step footings and foundation walls at min 24" vertical 8 horizontal increments; 13.Maintain minimum 8" clear from top of foundation walls to finished Grade;

14 Exterior concrete slabs/stairs abutting concrete foundation to be doweled using 10m bar @ 2°-0" typical;
15.All bearing columns of girder trusses and support beams are to be posted to foundation;

General Framing Notes:

1.Framing lumber to be S.P.F. #2 or bottom.
2.All beams/headers to be minimum 3 1/2" "imbenstrand" "LSL".
3.Roo/filoor truss system design by registered structural engineer;

Verify/coordinate design with these plans prior to ordering of material;
 Truss system supplier to provide all required blocking/bracing for roof system;

6.All trusses to be secured to wall plate with "hurricane anchors" or equal:

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filler, or fill with water resistant expanding loam insulation.

11 All interior door openings to be framed 6" from corner of wall at hinge side U.N.O.

LEGAL DESCRIPTION: CIVIC ADDRESS: 9228 Kokanee Rd, Vernon, BC



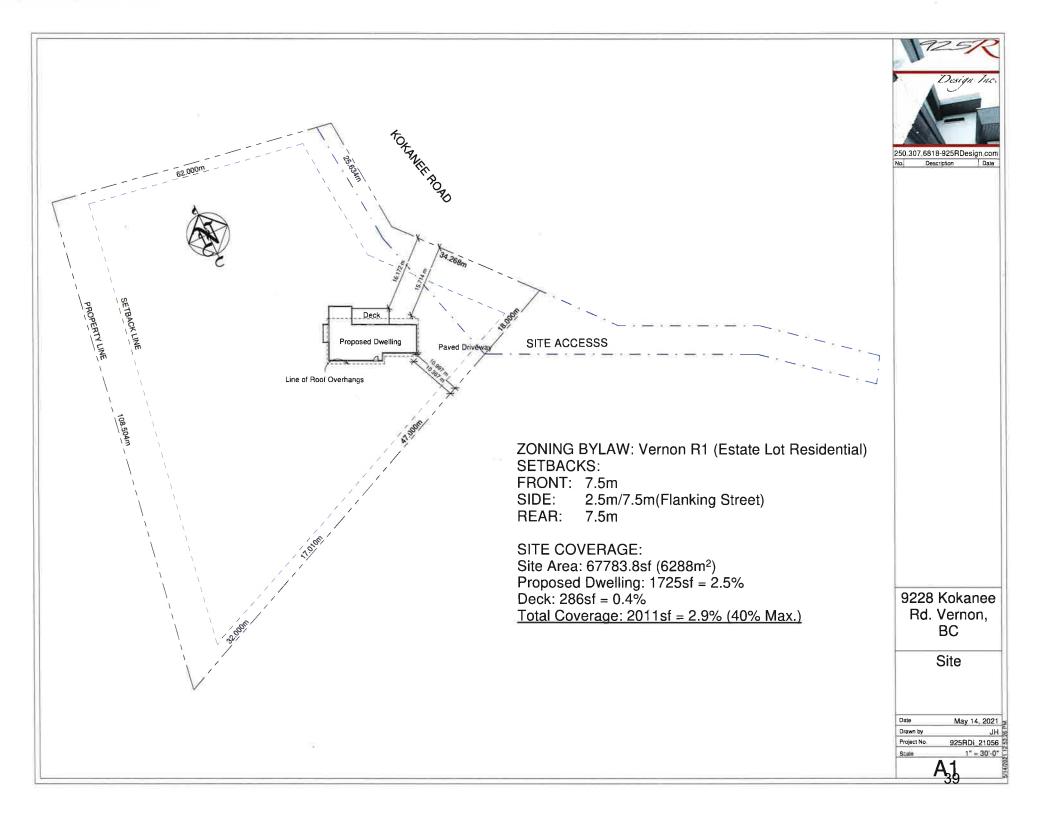
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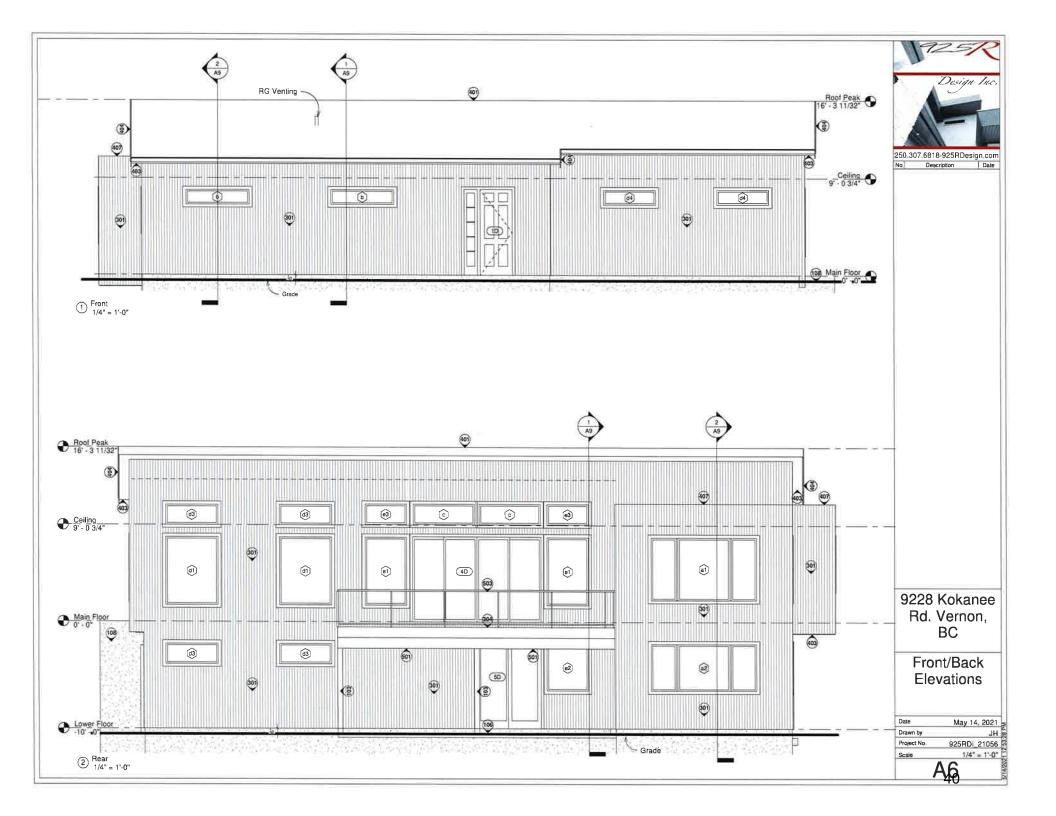
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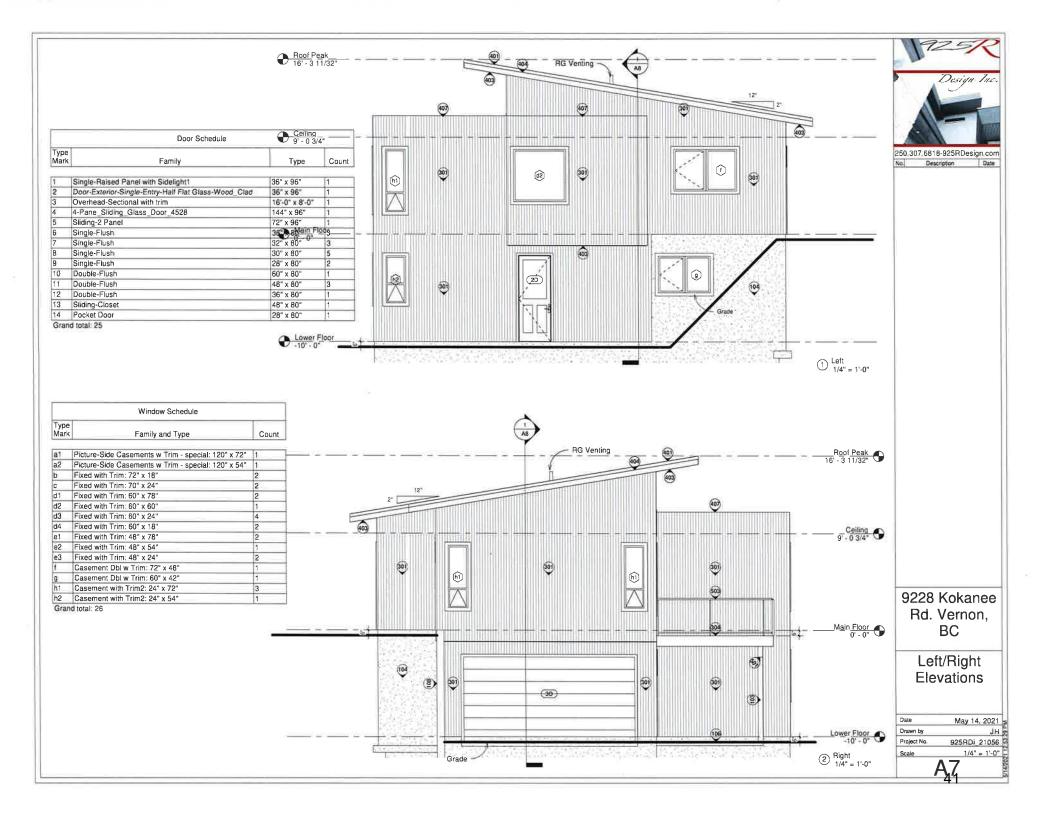
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Project		925F
Scale		5.0

Attachment









9.2 R1: Estate Lot Residential

9.2.1 Purpose

The purpose is to provide a **zone** for **single detached housing**, and compatible uses, on larger urban serviced **lots**. The R1c sub-zoning district allows for **care centre**, **major** as an additional use. The R1h sub-zoning district allows for **home based business**, **major** as an additional use. (Bylaw 5467)

9.2.2 Primary Uses

- * care centre, major (use is only permitted with the R1c sub-zoning district)
- single detached housing

9.2.3 Secondary Uses

- boarding rooms
- bed and breakfast homes (in single detached housing only) (Bylaw 5498)
- care centres, minor
- group home, minor
- home based businesses, minor
- home based businesses, major (use is only permitted with the R1h sub-zoning district)
- secondary suites
- seniors supportive housing

9.2.4 Subdivision Regulations

- Minimum lot width is 24.0m.
- Minimum lot area is 740m², or 10,000m² if not serviced by a community sewer system.
- Maximum density is 30.0 units per gross hectare (12.0 units/gross acre).

9.2.5 Development Regulations

- Maximum site coverage is 40% and together with driveways, parking areas and impermeable surfaces shall not exceed 50%.
- Maximum height is the lesser of 10.0m or 2.5 storeys, except it is 4.5m for secondary buildings and secondary structures.
- Minimum front yard is 7.5m.
- Minimum side yard is 2.5m, except it is 7.5m from a flanking street. Where there is no direct vehicular access to the rear yard or to an attached garage or carport, one side yard shall be at least 3.0m.
- Minimum rear yard is 7.5m, except it is 1.0m for secondary buildings. Where the lot width exceeds the lot depth, the minimum rear yard is 4.5m provided that one side yard shall have a minimum width of 4.5m.
- The maximum **height** of any vertical wall element facing a **front**, **flanking** or **rear yard** (including **walkout basements**) is the lesser of 6.5m or 1.5 **storeys**, above which the **building** must be **set back** at least 1.2m.

9.2.6 Other Regulations

- There shall be no more than one single detached house per lot.
- Where development has access to a rear lane, vehicular access to the development is only permitted from the rear lane.

- For seniors supportive housing, a safe drop-off area for patrons shall be provided on the site.
- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (secondary **development**, **yards**, projections into **yards**, lighting, agricultural setbacks, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7.
- Seniors supportive housing shall be for no more than four residents. (Bylaw 5467)
- As per Section 4.10.2 All buildings and structures, excluding perimeter fencing (garden walls and fences) on lots abutting City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B". (Bylaw 5440)