



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Lieutenant-Governor.

1496

APPROVED AND ORDERED - 2 MAY 1974

E. E. Protheroe
Assistant Deputy Provincial Secretary

W. A. ...

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA - 2 MAY 1974

led.
Pursuant to the **Municipal** Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that **By-law No. 206 of the Regional District of Okanagan-Similkameen, cited as "Land Use Contract No. LU-9-D, Electoral Area 'D' Zoning Amendment Bylaw No. 206, 1974"**, be approved in the form of by-law hereto attached.

[Signature]
Minister of Municipal Affairs.

[Signature]

Presiding Member of the Executive Council.



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 206

A Bylaw to amend the Electoral Area 'D' Zoning Bylaw, No. 100, 1970, and to authorize the issuance of Land Use Contract No. LU-9-D.

Having designated the land hereinafter described as a Development Area as provided for in Section 702A of the Municipal Act, and having received an application requiring the employment of a Land Use Contract to authorize the development and use of the said lands from the Owner, THE REGIONAL BOARD of the Regional District of Okanagan-Similkameen, in open meeting assembled, ENACTS as follows:

1. The issuance of Land Use Contract No. LU-9-D which is attached to and made part of this Bylaw, is hereby authorized.
2. The said Land Use Contract No. LU-9-D shall regulate the development and use of the lands described as:

Lot 19 and 20, DL 2169
Section 36, Township 89,
Plan 17461, SDYD,

which development and use shall be carried out and completed in accordance with all the terms of this contract as stated in the attached Schedules and which are:

- A) Schedule of permitted land use
 - B) Site plan
 - C) Letter of intent
3. The said Land Use Contract No. LU-9-D shall be prepared in triplicate and shall be executed on behalf of the Board by the Chairman and the Secretary-Treasurer shall affix the Corporate Seal thereto. The said Land Use Contract shall be executed by the Owner or his duly authorized agent and upon delivery to and acceptance by the Board of the agreement, one copy of the said Land Use Contract No. LU-9-D shall be delivered to the applicant.
 4. Land Use Contract No. LU-9-D shall have the force and effect of a restrictive covenant running with the land described in Section 2 hereof and shall be registered in the Kamloops Land Registry Office by the Regional District.
 5. This Bylaw may be cited for all purposes as Land Use Contract No. LU-9-D, Electoral Area 'D' Zoning Amendment Bylaw No. 206, 1974.

READ a FIRST time this 17th day of January, 1974.

READ a SECOND time this 17th day of January, 1974.

READ a THIRD time this 17th day of January, 1974.

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 206, cited as the "Electoral Area 'D' Zoning Bylaw No. 100 Amendment Bylaw No. 206, 1974, as read a third time by the Regional Board on the 17th day of January, 1974.

Dated at Penticton, B C this 19th day of February, 1974.

Dooreption
Secretary-Treasurer

APPROVED by the Minister of Highways pursuant to the provisions of the Controlled Access Highways Act this _____ day of _____, 1974.

Minister of Highways

APPROVED by the Lieutenant-Governor in Council pursuant to the provisions of section 798A(2) of the Municipal Act this 2 day of MAY, 1974.

"W.S. OWEN"

RECONSIDERED and ADOPTED this 30 day of MAY, 1974.

[Signature]
Chairman

Dooreption
Secretary-Treasurer

I hereby certify that this is a true copy of Bylaw No. 206, of the Regional District of Okanagan-Similkameen, cited as the "Electoral Area 'D' Zoning Bylaw No. 100 Amendment Bylaw No. 206, 1974."

Dooreption
Secretary-Treasurer

No. 206
LU-9-D

E.E.P.

LAND USE CONTRACT LU-9-D

THIS AGREEMENT made the 15 day of February 1974

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
a Body Corporate under the laws of the
Province of British Columbia;

(Hereinafter called "Regional District")

OF THE FIRST PART

AND: Twin Lakes Guest Ranch and Resort Limited,
125 Nanaimo Avenue West
Penticton, British Columbia, and

Douglas George Hadley, and
Jean Anneth Hadley,
Kaleden, British Columbia

OF THE SECOND PART

WHEREAS the Regional District, pursuant to Section 702A of the Municipal Act, being Chapter 255 of the Revised Statutes of British Columbia, A.D. 1960, and Amendments thereto, may, notwithstanding any bylaw 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 Board of the Regional District (hereinafter referred to as the "Board") consider the criteria as set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in the land use contract;

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

AND WHEREAS all other bylaws of the Regional District as the same relate to and regulate the use of the above described lands are thereby waived or varied to the extent necessary to give effect to the terms and conditions set forth herein;

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

AND WHEREAS the lands hereinafter described lie within the area designated by "Electoral Area "D" Zoning Bylaw No. 100, 1970" as a "Development Area";

AND WHEREAS the Board and the Developer both acknowledge that the Regional District could not enter into this Agreement, until the Board held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless duly passed by the members of the Board of the Regional District;

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

1. Twin Lakes Guest Ranch & Resort Ltd. and Douglas George Hadley and Jean Anneth Hadley, are the registered owners in fee simple of all and singular those certain parcels or tracts of land and premises, situate, lying and being in the Kettle River Assessment District, and within the Regional District of Okanagan-Similkameen, and more particularly known and described as:

Lot 19, District Lot 2169 and of Section 36, Township 89, Similkameen Division Yale District, Plan 17461, and Lot 20, District Lot 2169 and of Section 36, Township 89, Similkameen Division Yale District, Plan 17461.

(hereinafter referred to as the "lands")

and the developer has obtained the consent of all persons having a registered interest in the lands, to the use and development set forth herein.

2. THAT this Land Use Contract is issued pursuant to the provisions of Section 702A of the Municipal Act and Electoral Area "D" Zoning Bylaw No. 100, 1970, of the Regional District.

3. The land including the surface of water and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for none other.

4. THAT part of Lot 19 containing the Community Lodge and ten dwelling units and consisting of 3.70 acres more or less may be subdivided from the remainder of Lot 19.

5. All buildings and structures shall be constructed within the area outlined in red on the said Schedule "B" and in compliance with and according to the said Schedule "B" and no building or structure shall be constructed, re-constructed, altered or extended upon the lands except in compliance with the specifications set out in the said Schedule "B". In the case of the Community Lodge, renovations, alterations and additions not exceeding 25% of the existing floor area are permitted. The specific location of dwellings may be varied according to site conditions, provided that the general concept is maintained and the maximum number of dwelling units, other than in the Community Lodge, is

(a) on Lot 20 — a total of seven dwelling units, which includes two existing units,

(b) on the westerly portion of Lot 19 — four dwelling units,

and (c) on the south-easterly portion of Lot 19 — the existing lodge plus eight of the existing ten units. (two of the existing units not to be used as dwelling accommodation).

6. No dwelling unit shall be constructed on the said lands until the Developer has obtained, in respect of the supply of water, the appropriate permission from the Controller of Water Rights for the development or stage of development within which the dwelling unit is to be constructed.

7. Prior to the commencement of any building or structure a permit to commence such building or structure shall be obtained from the Regional District building inspector and all construction shall be in accordance with the National Building Code of Canada, 1970, and subsequent amendments

E.E.P.

thereto, except as such are duly altered or deleted by the Regional District. No building shall be constructed on land less than ten (10) feet above the high water mark of Twin Lake.

8. The Developer shall develop, maintain and operate the Lands according to the provisions and statements contained in the "Proposal for Development" attached as Schedule "C" hereto, except as altered, amended or superseded by this contract.

9. All Roads other than the existing dedicated highway within the lands shall remain as private property but shall be developed and maintained by the Developer, who shall also be responsible for snow removal.

10. All landscaping, surface treatments, fences, drains, ditches and utilities installations shall be developed and constructed so that minimum disturbance is caused to the natural environment, and adequate restoration methods shall be employed should there be any such disturbance resulting from development or construction activities.

11. The Developer shall develop, maintain and operate all works and services necessary to the development and use of the lands for the purposes herein set forth, and without limiting the generality of the foregoing, such works and services include water supply, sewage disposal, fire protection, gas, electricity, telephone and television systems, roads, parks, trails and recreational facilities.

12. The entire cost of the development, maintenance and operation of the lands herein as provided for and contemplated by this contract shall be the responsibility of and be paid for by the Developer.

13. With respect to the following works, services and utilities, the following provisions shall apply:

(a) Water Supply - A piped water supply will be provided to and developed within each dwelling unit.

(b) Sewage Disposal - Prior to the commencement of any construction of a cottage or dwelling unit, the Developer shall obtain a permit issued pursuant to the Provincial regulations governing sewage disposal and pursuant to the Health Act of the Province of British Columbia. In no case shall a disposal field be located less than four hundred (400) feet from the highwater mark of Twin Lake.

(c) Refuse Disposal - All domestic refuse shall be collected and hauled on a weekly basis by the Developer to a Regional District Refuse Disposal Site designated by the Regional District and the Developer shall pay the Regional District a fee for the use of the disposal site. On site refuse shall be temporarily stored in metal containers with appropriate lids and shall be so located as to be inaccessible to wildlife.

(d) Livestock - All livestock pens or corrals shall be located at least four hundred (400) feet from the high water mark of Twin Lake. Livestock shall not be permitted to wander at loose within four hundred (400) feet of the high water mark of Twin Lake.

(e) Parking - Sufficient parking areas will be provided on site to accommodate two vehicles per cottage or dwelling unit. These areas may be grouped, but shall be in the general vicinity of each cottage area.

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(f) Signs - Subject to the Motor Vehicle Act and the regulations made thereunder:

Signs

A. No signs or advertising displays shall be permitted other than the following:

- (i) those denoting a home occupation;
- (ii) those denoting the name of the owner or the name or the address of the property;
- (iii) those advertising the sale or rental of property;
- (iv) those advertising the sale of agricultural produce grown on the same lot or land of the same ownership;
- (v) public utility and institutional signs, provided that such signs shall not exceed six (6) square feet in area or eight (8) feet in length and shall be limited to one (1) for each street frontage upon which the lot or site abuts, except that on any lot or site of less than one-half ($\frac{1}{2}$) acre, signs listed under subclause (i) and (ii) of this clause shall not exceed one and one-half ($1\frac{1}{2}$) square feet in area.

B. Roof signs and illuminated or flashing signs shall be prohibited.

C. No sign shall project over a public right-of-way.

14. In recognition of the fact that the Twin Lakes Guest Ranch is situated very close to the map reserve set aside in September, 1960, by provincial Order-in-Council No. 2050 for the protection of the Dominion Radio Astrophysical Observatory, the owners of the ranch agree to undertake the following measures in an effort to avoid electrical interference to the Observatory:

Radio Interference

- (a) All radio transmitters with a power output greater than 2 watts are to be prohibited.
- (b) The owners will undertake to inform the Observatory of the use of any transmitters (such as low powered walkie-talkies) and provide them with details of the frequency, power output and proposed operating schedules.
- (c) The staff of the Observatory shall have the co-operation of the owners and right of access to the Twin Lakes Guest Ranch property for the purpose of locating interfering devices. When such interfering devices are located the Twin Lakes Guest Ranch owners shall undertake to suppress or eliminate the source of interference within four days.
- (d) The owners acknowledge that regulations contained in the current Radio Act of Canada may be invoked for the protection of the Radio Observatory when applicable.

Penalty

15. If, in the opinion of the Board, the Developer shall at any time and from time to time fail to comply with or fail to develop and maintain the lands or fail to provide the services as required by the provisions of this contract, the Regional District may, without notice to the Developer, enter upon the lands and rectify such default and the Developer shall immediately indemnify the Regional District for all costs, expenses and liability whatsoever incurred by the Regional District in rectifying such default.

E. E. J.

Def-
initions

16. That in the interpretation of this Agreement all definitions or words and phrases contained in the Electoral Area "D" Zoning Bylaw No. 100 of the Regional District, as amended from time to time, shall apply to this Land Use Contract and to the Schedules hereto.

Reg-
istration

17. This Agreement shall be construed as running with the land and shall be registered in the Land Registry Office, Kamloops, B.C. by the Regional District pursuant to the provisions of Section 702A(4) of the Municipal Act.

Fee

18. That the Developer shall pay to the Regional District all cost incurred in the preparation and registration of this Contract.

Inter-
pretation

19. That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and 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 of the parties hereto so require.

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A public hearing on this agreement was held the

15th day of January, 1974.

This agreement was approved on the 17th day of

January, 1974 by a vote of a majority

of all members of the Regional Board.

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

THE SEAL of the Regional District of Okanagan-Similkameen was affixed in the presence of:

[Signature]
Chairman

J. Rheume
Administrator

THE SEAL of Twin Lakes Guest Ranch and Resort Limited was hereunto affixed in the presence of:

[Signature]
[Signature]

THE SEAL of the Regional District of Okanagan-Similkameen was affixed in the presence of:

[Signature]
Chairman

J. Rheume
Administrator

[Signature]
Douglas George Hadley

[Signature]
Jean Anneth Hadley

SIGNED, SEALED AND DELIVERED in the presence of:

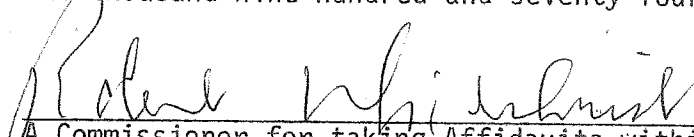
[Signature]
Witness

1415 Leir St
Address
Penticton

ACKNOWLEDGEMENT OF MAKER

I HEREBY CERTIFY that on the 15 day of February A.D. 1974, at Penticton, in the Province of British Columbia, DOUGLAS GEORGE HADLEY and JEAN ANNETH HADLEY (signing officers for TWIN LAKES GUEST RANCH & RESORT LTD.), who are personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that they know the contents thereof, and that they executed the same voluntarily and that they are of the full age of nineteen years.

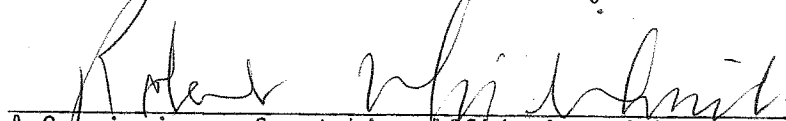
IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at Penticton, in the Province of British Columbia, this 15 day of February, in the year of our Lord one thousand nine hundred and seventy-four.


A Commissioner for taking Affidavits within the Province of British Columbia

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 15 day of February A.D. 1974, at Penticton, in the Province of British Columbia, J. Rheaume who is personally known to me appeared before me and acknowledged to me that he is the administrator of the REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN and that he is the person who subscribed his name to the annexed instrument as administrator of the said REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN and affixed the seal of the said 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 Penticton, in the Province of British Columbia, this 15 day of February, in the year of our Lord one thousand nine hundred and seventy-four.


A Commissioner for taking Affidavits within the Province of British Columbia.

SCHEDULE "A"

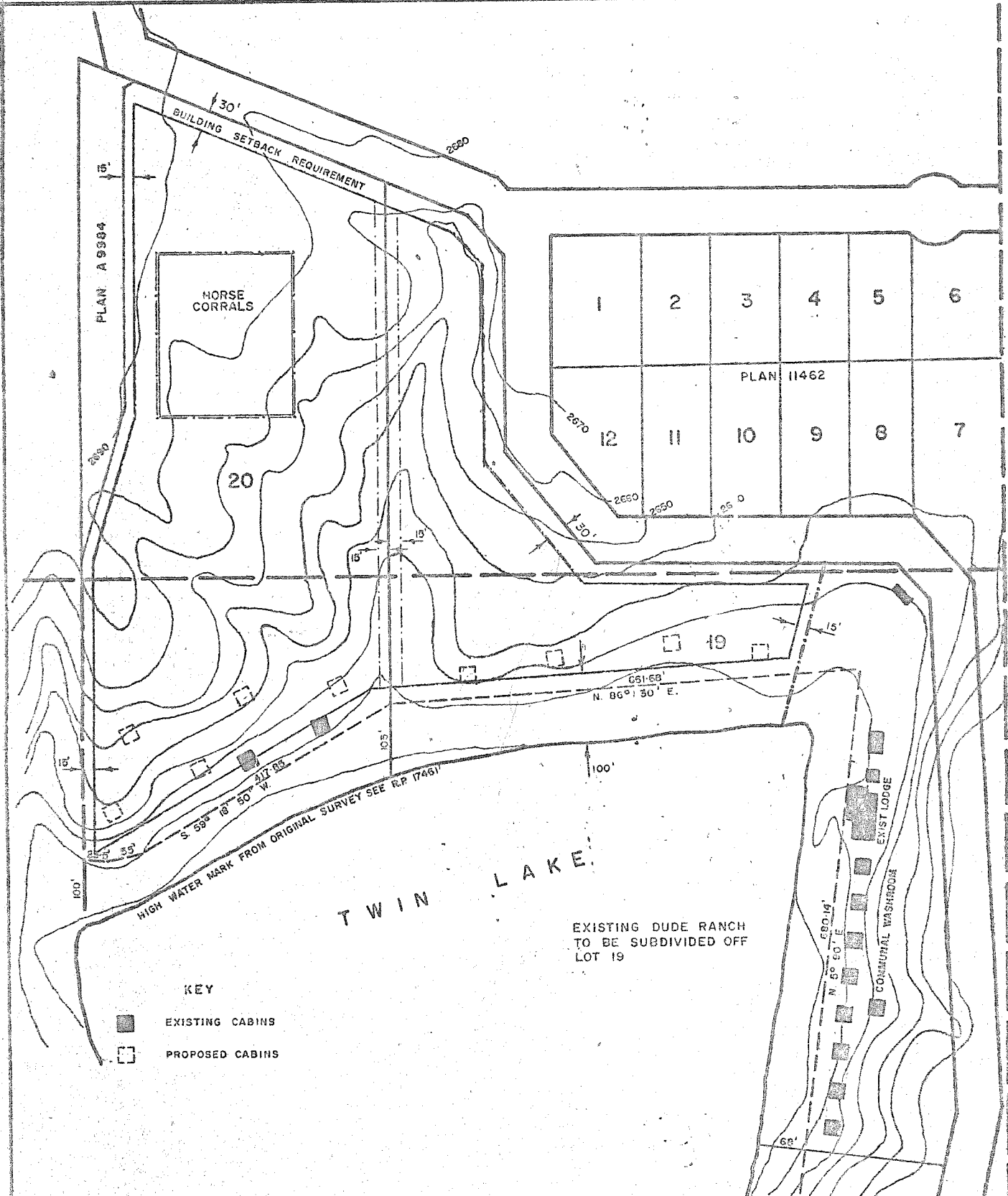
RURAL RECREATIONAL DISTRICT (RR-1)

1. PERMISSIVE USES:

The following uses and no others shall be permitted:

- (a) Agriculture, forestry and grazing;
- (b) Open-land recreational and institutional uses, including public recreation areas, riding academy, dude ranch and stables;
- (c) Dining facilities, in conjunction with the uses under clause (b);
- (d) Single-family dwellings and mobile homes, in conjunction with the uses under clauses (a) and (b);
- (e) Public service or utility buildings and structures, with no exterior storage of any kind and no garages for the repair and maintenance of equipment;
- (f) Buildings and structures accessory to the uses permitted under clauses (a) to (e), inclusive.

E. G. P.



KEY
 ■ EXISTING CABINS
 □ PROPOSED CABINS

SCHEDULE "B"

• DOUG. G. HADLEY

LU - 9 - D

R. D. O. S.	PROPOSED TWIN LAKE DEVELOPEMENT	SCALE : 1" = 200' DATE : JAN. /74
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D.G.H.

TWIN LAKES

GUEST RANCH

PHONE 497-5757

DOUG AND JEAN HADLEY

BOX 37
PENTICTON, B.C., CANADA

November 5th, 1978.

Mr. Harold Thomson
Planning Director,
Regional District Okanagan Similkameen,
1101 Main Street
Penticton, B.C.

SCHEDULE "C"

PROPOSAL FOR DEVELOPMENT

Dear Mr. Thomson:

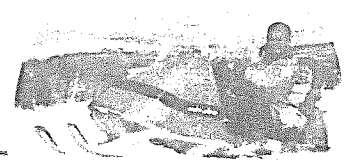
With reference to your letter of April 2nd, 1978, I am pleased to advise that my property at Twin Lakes (lots 19 & 20 Plan 17461 DL 2169, SDY D) has been released from the Provincial "Land Freeze". In accordance with previous discussions I am requesting re-zoning, or a land use contract, or whatever, for this property so that we can return to business. I am quite prepared to have a maximum density of cottage development established so as to fully protect the environment, and with this in mind I am enclosing a plan showing the desired maximum density and approximate location of future dwellings. Please note these locations are very approximate as terrain and sewage disposal will be of prime importance. All sewage disposal will meet health unit requirements and will be well away from the lake.

I have been advised by my banker and others, to divide the property into three parcels so as to make financing etc. more practical as we can only proceed at a very slow and conservative pace. With this in mind I have asked that lot 20 remain as it is, and that lot 19 be divided as shown on the attached plan. I am requesting for lot 20, a maximum number of 14 dwellings on approx. 9 acres, or about 2/3 acre per unit. For the new portion of lot 19, I am requesting 8 units on approx 6 acres, or about 3/4 acre per unit. The balance of lot 19 is the present Guest Ranch side and has already established 11 single family units (including the lodge) and I would ask that this remain so.

It will undoubtedly be many years before these maximums are ever reached, but it will enable me to work towards a goal and will, because of the maximum densities established, protect for all of us the quality of the environment we value so highly.

Yours truly

Doug Hadley
D.G. Hadley.



LODGE
CABINS
ON
THE
LAKE

FULLY
MODERN
LIGHT
HOUSEKEEPING
CABINS
ON
THE
LAKESHORE
ALSO
AVAILABLE

ALL-SEASON RESORT - RIDING - SWIMMING - BOATING - FISHING - SKATING - SNOWMOBILING

E.G.H.

CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, Kamloops, British Columbia.

This is to certify that the undermentioned registered owner in fee-simple is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to the land situated in the Province of British Columbia, and more particularly described below.

Registered owner in fee-simple: Application for registration received 29th April, 1971

TWIN LAKES GUEST RANCH AND RESORT LTD:

125 Nanaimo Avenue West

Penticton, British Columbia

Description of land: (See back hereof for transfers (if any) of the land or a part thereof).

Lot 19, District Lot 2169 and of Section 36, Township 29, Similkameen Division Yale District, Plan 17461.

In the Kettle River Assessment District.

CHARGES, LIENS, AND INTERESTS

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
M. 03571 13/2/68 13:56	Yorkshire Trust Company, In Trust D.D. 105733E, and 03569	Inter Alia Transmission of M. 105732E received 21/11/63 at 15:38 (see 105733E)

CERTIFICATE OF ENCUMBRANCES
(Land Registry Act, s. 252)

I HEREBY CERTIFY that at the hour of 10 a.m./3 p.m. on 19th April, 1971, the state of the title to the land described on this copy of Certificate of Title No. E2573E, which contains no transfer of land therefrom, is as therein and herein stated. No registered judgements affect the title.

[Signature]
Registrar

This Certificate is to be read subject to Section 38 (1) of the Land Registry Act and may be affected by the Land Act Amendment Act, 1969 (S.B.C. 1970 c. 171).

In witness whereof I have hereunto set my hand and the seal of my office, this 19th day of April, 1971.

May

[Handwritten initials]

LAND REGISTRY ACT
(FORM 1, SECTION 145)

CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, Kamloops, British Columbia.

This is to certify that the undermentioned registered owner in fee-simple is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to the land situated in the Province of British Columbia, and more particularly described below.

Registered owner in fee-simple: Application for registration received 26th July, 1972

DOUGLAS GEORGE HADLEY, "Businessman" and

JEAN ANNETH HADLEY, "His Wife"

"Joint Tenants"

Kaleden, British Columbia

Description of land: (See back hereof for transfers (if any) of the land or a part thereof).

Lot 20, District Lot 2169 and of Section 36, Township 89, Similkameen Division Yale District, Plan 17461.

In the Kettle River Assessment District.

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
M. C3571 13/2/68 13:56	Yorkshire Trust Company IN Trust D.D. 105733E and C3569	Inter Alia Transmission of M. 105732E rec'd 21/11/63 @ 15:38 (see 105733E)
E. G8828 8/3/72 13:18	<p style="text-align: center;">CERTIFICATE OF ENCUMBRANCES (Land Registry Act, s. 252)</p> <p>I HEREBY CERTIFY that at the hour of 10 a.m./3 p.m. on 15/7/72, the state of the title to the land described on this copy of Certificate of Title No. Q8827F which contains no transfer of land thereon, is as therein and herein stated. No registered judgements affect the title.</p> <p style="text-align: right;"><i>[Signature]</i> Registrar</p> <p>This Certificate is to be read subject to Section 38 (1) of the Land Registry Act and may be affected by the Land Act Amendment Act, 1970 (S.C. 1970 c. 171).</p>	Appurtenant to D.L.'s 1925, 2404S, 1469S, 427 & 2605 all in SDYD and appurtenant to R.P. "E"599 covering First: D.L. 280 except those parts included in Plan 9937, 10699, 10043, and 11719 Secondly: D.L.'s 908"S" 2834, 2356"S" and 2357"S" All in SDYD with priority over M. C3571.

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 7th day of August, 1972

* Each endorsement affects all the land described herein, unless otherwise indicated in "Remarks" column. See back hereof for other...