



# **Marmot Enterprises Ltd.**

## **Land Use Contract**

### **Bylaw No. 143, 1978**

**Adopted October 12, 1978**

#### **IMPORTANT NOTICE**

**THIS IS AN UNOFFICIAL CONSOLIDATION OF BYLAW NO.143 WHICH HAS BEEN PREPARED FOR CONVENIENCE ONLY.**

Although the Squamish-Lillooet Regional District is careful to assure the accuracy of all information presented in this consolidation, you should confirm all information before making any decisions based on it. Information can be confirmed through the SLRD Planning Department.

SQUAMISH-LILLOOET REGIONAL DISTRICT

BY-LAW NO. 143, 1978

A by-law to authorize the entering into  
of a Land Use Contract.

WHEREAS pursuant to the provisions of Subsection 1 of Section 798A of the Municipal Act, and the provisions of Section 702A of the Municipal Act, the Regional Board may by by-law enter into a Land Use Contract containing such terms and conditions for the use and development of the lands as may be mutually agreed upon;

AND WHEREAS a Public Hearing as required pursuant to Section 702A has been held;

AND WHEREAS this by-law has been approved by the Minister of Municipal Affairs and Housing;

NOW THEREFORE the Regional Board of the Squamish-Lillooet Regional District in open meeting assembled, enacts as follows:


1. The Squamish-Lillooet Regional District is hereby authorized and empowered to enter into a Land Use Contract with Marmot Enterprises Limited, in accordance with the form of contract designated as Schedule A attached hereto and forming part of this by-law;
2. The Chairman and Secretary-Treasurer of the Squamish-Lillooet Regional District are hereby authorized and empowered to execute the said Land Use Contract with Marmot Enterprises Limited and to register the said Land Use Contract at the Land Registry Office, and to do all things necessary in relation thereto;
3. This by-law may be cited as "Land Use Contract Authorization By-law No. 143, 1978".

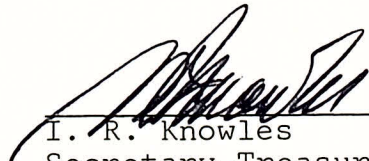
READ A FIRST TIME this 29th day of May, 1978.  
READ A SECOND TIME this 29th day of May, 1978.  
READ A THIRD TIME this 25th day of June, 1978.

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING this 26th  
day of September, 1978.

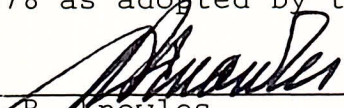
APPROVAL NO. 78 894


RECONSIDERED, FINALLY PASSED AND ADOPTED this 12th day of  
October, 1978.

  
T. B. M. Fougberg  
Chairman


  
I. R. Knowles  
Secretary-Treasurer

I hereby certify the foregoing to be a true and correct copy of By-law No. 143, cited as the "Land Use Contract Authorization By-law No. 143, 1978 as adopted by the Regional Board October 12th, 1978.

  
I. R. Knowles  
Secretary-Treasurer

APPROVED pursuant to the provisions of section  
798A of the "Municipal Act" this 26th  
day of Sept 1978.  
  
Minister of Municipal Affairs and Housing  
APPROVAL No. 78 894

This is Schedule "A" to Land Use  
Contract Authorization By-law No.  
143, 1978.

  
\_\_\_\_\_  
I. R. Knowles  
Secretary-Treasurer

THIS AGREEMENT made this            day of            , 1978.

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a body  
corporate by Letters Patent of the Province  
of British Columbia, having its principal  
offices at Pemberton, in the Province  
aforesaid,

(hereinafter called the "District")

OF THE FIRST PART

AND:

MARMOT ENTERPRISES LTD. , a body corporate,  
having its registered office at 306 - 540  
Burrard Street, in the City of Vancouver,  
Province of British Columbia,  
(Incorporation No.105,147; Incorporation  
Date: December 21, 1971),

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the District, pursuant to Sections 702A and 798(1)  
of the "Municipal Act" may, notwithstanding any by-law of the District, or  
Sections 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 for the use and development of  
that land as may be mutually agreed upon and thereafter the use and develop-  
ment of that land shall be in accordance with such Land Use Contract;

AND WHEREAS the "Municipal Act" requires that the Regional  
Board, in exercising the powers given by Section 702A shall have due regard  
to the consideration 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;

AND WHEREAS 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;



AND WHEREAS the Board of the District having given due regard to the considerations set forth in Sections 702(2) and 702A(1) of the "Municipal Act" has agreed to the terms, conditions and considerations herein contained;

AND WHEREAS the Developer acknowledges that it is fully aware of the provisions and limitations of Section 702A of the "Municipal Act" and the District and the Developer mutually acknowledge and agree that the Board of the District cannot enter into this Contract until the 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 unless at least two-thirds of all the members of the Board present at the meeting at which the vote is taken and who are entitled to vote on the by-law have voted in favour of the same;

AND WHEREAS the Developer is the holder of a registered interest in ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the Lillooet Assessment District, in the Province of British Columbia, which said lands are described in Schedule "A" hereof and are hereinafter called the "Lands";

AND WHEREAS the Developer has obtained the consents of all persons holding any registered interest in the Lands as set out in the Consents attached hereto as Schedule "B" to the use and development set forth herein;

AND WHEREAS the Developer wishes to develop the said Lands in accordance with the provisions of this Land Use Contract.

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

1. This Land Use Contract contemplates the undertaking and completion of development of the said Lands, in part for residential purposes and in part for commercial and industrial purposes, as set out in the scheme (hereinafter referred to as the "said Scheme") presented by the Developer to the District.

2. Definitions: In this Contract, unless the context otherwise requires:

"Accessory Building" shall mean a building customarily incidental and subordinate to the principal building on the same site.

"Building Inspector" shall mean the Building Inspector for the District and his duly authorized assistants or such consultants as may be appointed to act for the District.



"Green Belt Area" shall mean that portion or portions of the Lands shown coloured green on the Site Plan.

"Regional Administrator" shall mean the Administrator for the Squamish-Lillooet Regional District and his duly authorized assistants.

"Regional Board" shall mean the Regional Board of the District.

"Regional Zoning By-law" shall mean Zoning By-law No.72-1976 of the District and all amendments as of the date hereof.

"Site Plan" shall mean the plan attached hereto as Schedule "C".

3. Sewer System and Septic Tanks

The Developer shall provide sewer facilities to each lot that is of a surface area such as to require sewer service in accordance with the provisions of the Regional Zoning By-law. No Subdivision Plan approval will be applied for or granted for any portion of the Lands until either an approved sewer system has been provided to the said lot, or a permit has been issued for a septic tank conforming to and approved pursuant to the regulations of the Ministry of Health of the Province of British Columbia. The Developer shall upgrade the existing sewer system to conform to the requirements of the Ministry of Health and the Pollution Control Board of the Province of British Columbia. Upon request by the Regional District, the Developer shall transfer ownership of the sewer system and installations to the Regional District or its successor or assignee for the total consideration of One Dollar (\$1.00) free and clear of encumbrances.

4. Water System and Lot Sizes

The minimum size of any lot for which a community water system provides water service, but which is not provided with sewer service, shall be 9,600 square feet, and the Developer shall instal or provide the water system to such lots. No Subdivision Plan approval will be applied for or granted until each such lot has been provided with the said water supply system, constructed or established pursuant to approval granted by the Ministry of Health and the Comptroller of Water Rights and pursuant to the provisions of Sections 21 and 22 of the Health Act of the Province of British Columbia.

The minimum lot size for lots provided with neither community water system nor community sewer system shall be one acre. In areas not serviced by the water system the Developer will at its expense provide test holes or wells to determine the availability of water. Subdivision Plan approval will not be applied for or granted until the availability of water on such lots has been reasonably assured to the satisfaction of the Building Inspector.

At the request of the Regional District, the water system and the corresponding water licences shall be transferred to the Regional District or its successor or assignee for the total consideration of One Dollar (\$1.00) free and clear of encumbrances.

5. Land Use and Building Permits

The uses of the lots shall be as set out in Schedule "F" hereto, which uses may be changed only upon application by the Developer or by any new owner subject to approval by the District insofar as the District may legally do so, but not otherwise. The erection of any new building, structure or improvements on any lot shall conform to the provisions of the Regional Zoning By-law. It is agreed that for any lot on which a building already exists, other than those in the Bradian Townsite marked in red on the Schedule "G" attached, as of the date of this Contract, and for so long as such building exists, the provisions of the Regional Zoning By-law relating to the "Building per Parcel", "Lot Coverage", "Setback and Height" and "Floor Area" shall not apply. The Developer shall demolish those buildings in the Bradian Townsite marked in red on the plan attached hereto as Schedule "G".

6. Restrictions

Residential lots shall be subject to the restrictions shown in Schedule "D" attached hereto.

7. Fire Prevention Measures

The construction of fire breaks and other measures for the protection of structures and their occupants shall meet the requirements of the National Fire Code and the B.C. Forest Service.

The Developer shall install fire hydrants in areas of high density. High density development shall mean four or more existing or planned single-family residences per acre. Fire hydrants are required to be installed in commercial areas.

8. Greenbelt Areas and Playground

The Greenbelt Areas as shown on the Site Plan (Schedule "C") shall not be used for any purposes inconsistent with their use and retention as natural, unimproved areas. To the extent that it is reasonably practical, the Greenbelt Areas shall be kept in their natural state, provided always that underground services may be installed and maintained under, and roadways and pedestrian pathways or trails may be constructed through, the Greenbelt Areas, and loose or dead debris shall be removed to lessen any potential fire hazard.

The Developer will, at the request of the Regional District, dedicate the Greenbelt Areas to the Regional District. The Developer shall set aside the Playground on D.L.5485 for public use and will, at the request



of the Regional District, dedicate the said Playground to the Regional District, to be held for public use in perpetuity.

9. Services

The District and the Developer acknowledge and agree that the water lines are a private utility owned and operated by Braymont Utilities Ltd. under a PUC licence. The sewer system is the responsibility of the Developer until such time as the sewer system is placed under a utility company. All utilities shall conform to all appropriate District, Federal and Provincial by-laws and/or statutes and regulations pertaining thereto. The sewer and water systems may be transferred to the Regional District as set out in clauses 3 and 4 hereof.

The Developer agrees that neither the Regional District nor any Provincial or Federal department or agency shall have any obligation to provide or maintain any of the utility services or installations referred to in this clause or elsewhere in this Contract.

10. Roads and Other Ways

The access roads, driveways, footpaths and trails or other ways shall be located substantially as shown in the Developer's Scheme, subject only to modification, if any, required by the B.C. Department of Highways. It is expressly understood by the Developer and the Developer acknowledges and agrees that the District shall be under no obligation to provide, improve, or maintain any road or roads to connect the said Lands with any roads which may be developed by the District in the future, and that if such connecting road or roads are hereafter requested by the Developer, the Developer shall pay all costs of installing and maintaining such road or roads until such road or roads are dedicated as a public highway pursuant to the Highways Act of B.C.

11. Drainage

The Developer will provide an engineered drainage plan of the development as approved by the Ministry of Highways and shall construct works in accordance therewith.

12. Subdivision

The said Lands shall be subdivided into lots substantially in compliance with the Plan attached hereto as Schedule "C". The Plan attached hereto as Schedule "E" shows the proposed Phases 1, 2 and 3 of the subdivision of the Lands; Phases 2 and/or 3 may, at the option of the Developer, be developed simultaneously with Phase 1. The uses of the various parcels of the Lands are set out in Schedule "F" attached hereto. If at a future date any lot not originally serviced by a community water system or a community



sewer system is provided with such service, the said lot may be subdivided into smaller parcels in accordance with the provisions of clauses 3 and 4 hereof and the Regional Zoning By-law, upon application by the owner and subject to approval by the District insofar as the District can legally do so, but not otherwise. No property shall be sold without a survey plan which has been registered at the Kamloops Land Registry Office.

13. Sanitary Landfill for Garbage Disposal

A sanitary landfill site serving the said Lands is in operation at Gold Bridge, B.C. and the Developer shall not be required to provide additional sites on the said Lands.

14. Indemnity for Subsequent Works

The Developer hereby consents and agrees that any costs or expenses incurred by the District in respect of providing any services or maintaining or repairing any of the services provided by the Developer, or any steps that the District is obliged or forced to take to provide services or roads to the Lands shall be paid by the Developer, or upon default shall be added to and collected as against the said Lands or such portion or portions thereof as may be applicable in accordance with the provisions of Section 377 of the "Municipal Act".

15. Inspection by Building Inspector

Notwithstanding that the services are provided by the Developer, the Building Inspector shall have the right, but not the obligation, from time to time to enter upon the Lands for the purpose of inspecting the installation and services to each of the lots, which service connections must comply with the applicable regional by-law. The Building Inspector shall be entitled to charge and receive the fees of the District for inspections and approvals.

16. Prospectus

The Developer shall prepare a form of prospectus (hereinafter called the "Prospectus") satisfactory to the Regional Administrator, whether required by the Real Estate Act of B.C. or not, which shall incorporate the following:

- (a) a description of the development;
- (b) a summary of the provisions of this Land Use Contract; and
- (c) a description of the procedure to be followed by each owner of a lot in order to obtain a Building Permit for the lot, if required.

The Developer agrees that at or before the time the purchaser enters into an agreement to purchase a lot, he will deliver to each purchaser a true copy of the prospectus and will afford that purchaser the right to read the prospectus.

17. Payments by Developer

The Developer agrees, prior to registration of this Land Use Contract:

- (a) to pay all current taxes levied or to be levied on the said Lands on the basis and in accordance with the assessment and collector's roll.
- (b) to pay to the District all its inspection, administration, engineering and legal fees occasioned by the District in connection with this Land Use Contract within 90 days after invoice by the District.

18. Indemnity by Developers

The Developer covenants to save harmless and indemnify the District, its officers, employees and/or agents against:

- (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the execution of this Land Use Contract; and
- (b) all expenses and costs which may be incurred by reason of the execution of the said works (excluding Acts of God) on the said Lands resulting in damage to any property, owned in whole or in part by the District, or which the District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair and maintain.

19. The District's Covenant for Development

The District hereby covenants and agrees with the Developer to permit the Developer to proceed with the development herein contemplated on the said Lands, and to approve a subdivision plan and/or plans and to issue building permits for each of the lots subject to the terms and conditions of this Land Use Contract herein contained. The Developer shall be permitted to apply to the District for approval of subdivision plans for such portions of the Lands and at such time as the Developer may elect and the District shall, providing the said subdivision conforms to the provisions of this Agreement, give its approval to the subdivision of each such portion.

20. The Developer's Covenant for Development

The Developer covenants and agrees with the District to proceed with the development of the said Lands as herein provided, and to use its best efforts to complete all the necessary subdivision work as expeditiously as possible.



21. No Other Terms

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

22. Restrictive Covenant

This Contract shall have the force and effect of a restrictive covenant running with the Lands and shall be registered in the Land Registry Office by the District pursuant to the provisions of Section 702A(4) of the "Municipal Act".

23. Gender

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 Contract or the parties so require.

24. Schedules Part of Contract

Schedules "A" to "G" hereinbefore referred to are hereby incorporated into and made part of this Contract.

25. Compliance with By-laws

Except as permitted by this Contract, the within works and the development herein shall comply with all the by-laws of the District.

26. Non-Assignability

The Developer may not assign this Contract without the written consent of the District first had and obtained, such consent not to be unreasonably withheld.

27. Binding Effect

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

28. Joint and Several

The covenants, undertakings, agreements and obligations of the Developer are joint and several.



IN WITNESS WHEREOF the parties hereto have duly executed  
this agreement as of the date first above written.

The Corporate Seal of the  
SQUAMISH-LILLOOET REGIONAL  
DISTRICT was hereunto affixed  
in the presence of:

---

CHAIRMAN

---

ADMINISTRATOR

The Corporate Seal of MARMOT  
ENTERPRISES LTD. was hereunto  
affixed in the presence of:

---

PRESIDENT)

---

SECRETARY)

SCHEDULE "A"

All and singular those certain parcels or tracts of lands and premises situate in the Kamloops Assessment District, Province of British Columbia and legally described as:

1. Lot 20, District Lot 5484, Lillooet District, Plan 25011,

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;
- b. Mortgage in favour of Victoria Mortgage Corporation Ltd., et al filed 24/4/73 under No. H19296;
- c. Mortgage in favour of Victoria Mortgage Corporation Ltd., filed 20/2/74 under No. J9878

2. District Lot 5485, Lillooet District, except those parts shown as Parcel "A" on Plans "B" 6958 and 25011 and road on Plan 25081

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 19/7/35 under No. 23034E;
- b. Mortgage in favour of Marmot Enterprises Ltd. filed 30/7/75 under No. K39543;
- c. Sub-Mortgage in favour of Victoria Mortgage Corporation Ltd. et al filed 15/9/75 under No. K48346.

3. District Lot 588, Lillooet District, Cariboo Assessment Area

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;
- b. Mortgage in favour of Marmot Enterprises Ltd. filed 28/10/76 under No. L61510;
- c. Mortgage in favour of Victoria Mortgage Corporation Ltd. et al filed 18/7/77 under No. M41280.

4. District Lot 579, Lillooet District, Lillooet Assessment District

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;
- b. Mortgage in favour of Marmot Enterprises Ltd. filed 25/2/75 under No. K8339;
- c. Sub-Mortgage in favour of Victoria Mortgage Corporation Ltd. et al filed 13/3/75 under No. K11036

5. District Lot 5484, Lillooet District, except that part thereof included within the boundaries of Plan 25011

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;
- b. Right-of-Way in favour of British Columbia Hydro and Power Authority filed 4/2/59 under No. 77966E;
- c. Mortgage of Right-of-Way in favour of Montreal Trust Company, In Trust, filed 23/3/59 under No. 78575E;
- d. Mortgage in favour of Marmot Enterprises Ltd. filed 9/9/75 under No. K47190;
- e. Sub-Mortgage in favour of Victoria Mortgage Corporation Ltd. et al filed 15/9/75 under No. K48346.

6. District Lot 1176, Lillooet District, except that part shown as road on Plan 25081 and except Under-Surface Rights as are registered in Absolute Fees Book, Volume 18/64, No. 9461D

SUBJECT TO:

- a. Mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 24/4/73 under No. H19296;
- b. Mortgage in favour of Victoria Mortgage Corporation Ltd. filed 20/2/74 under No. J9878.

7. District Lot 581, Lillooet District

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 19/7/35 under No. 23034E;
- b. Mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 24/4/73 under No. H19296;
- c. Mortgage in favour of Victoria Mortgage Corporation Ltd. filed 20/2/74 under No. J9878.

8. District Lot 5479, Lillooet District except that part shown as road on Plan 25081

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 19/7/35 under No. 23034E;
- b. Mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 24/4/73 under No. H19296;
- c. Mortgage in favour of Victoria Mortgage Corporation Ltd. filed 20/2/74 under No. J9878.

9. District Lot 669, Lillooet District, except that part included in Plan 25012, Cariboo Assessment Area

SUBJECT TO:

- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;



- b. Mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 24/4/73 under No. H19296;
  - c. Mortgage in favour of Victoria Mortgage Corporation Ltd. filed 20/2/74 under No. J9878.
10. Lot 1, District Lot 457, Lillooet District, Plan 25081
- SUBJECT TO:
- a. Undersurface Rights in favour of Bralorne Mines Limited filed 19/7/35 under No. 23034E;
  - b. Mortgage in favour of Victoria Mortgage Corporation Ltd. filed 20/2/75 under No. K7703.
11. District Lot 586, Lillooet District
- SUBJECT TO:
- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;
  - b. Mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 24/4/73 under No. H19296;
  - c. Mortgage in favour of Victoria Mortgage Corporation Ltd. filed 20/2/74 under No. J9878.
12. District Lot 671, except Plans "B"7546, 25012 and 25080, Lillooet District
- SUBJECT TO:
- a. Undersurface Rights in favour of Bralorne Mines Limited filed 25/10/35 under No. 23261E;
  - b. Mortgage in favour of Marmot Enterprises Ltd. filed 30/7/75 under No. K39539;
  - c. Sub-mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 15/9/75 under No. K48346.
13. District Lot 5478, Lillooet District, except that part shown as road on Plan 25081
- SUBJECT TO:
- a. Undersurface Rights in favour of Bralorne Mines Limited filed 19/7/35 under No. 23034E;
  - b. Mortgage in favour of Marmot Enterprises Ltd. filed 28/4/75 under No. K19087;
  - c. Sub-mortgage in favour of Victoria Mortgage Corporation Ltd. et al, filed 20/5/75 under No. K23666.

SCHEDULE B


DISTRICT OF SQUAMISH - LILLOOET

LAND USE CONTRACT

C O N S E N T

KNOW ALL MEN BY THESE PRESENTS THAT:

VICTORIA MORTGAGE CORPORATION LTD.

of: 990 Blanchard Street, Victoria, B. C. 

being the holders of a charge by way of Mortgage, registered at the Land Registry Office in the City of Kamloops, British Columbia, under Number J9878 against inter alia ALL AND SINGULAR that certain parcel or tract of land and premises being in the Lillooet Assessment District, in the Province of British Columbia, known and described as:

District Lots 1176, 581, 5479, 669 except for that part within Subdivision Plan 25012;

District Lot 586;

Lot 1 of D. L. 457 (Plan 25081);

~~Lot 55 of D. L. 5484 (Plan 25011);~~

Lot 20 of D. L. 5484 (Plan 25011);

District Lot 5485 except that part within Subdivision Plan 25011;

District Lot 5478;

District Lot 5484 except that part within Subdivision Plan 25011;

District Lot 571 except that part within Subdivision Plan 25012;

District Lot 579;

District Lot 588.



and in consideration of the sum of One (\$1.00) Dollar, HEREBY AGREES AND CONSENTS to the registration of the Land Use Contract made between the registered owner of the said land and The Squamish-Lillooet Regional District, which shall have the force and effect of a Restrictive Covenant running with the land and against the aforementioned land 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.

DATED this 22nd day of June A.D. 1978.

The Corporate Seal of VICTORIA )  
MORTGAGE CORPORATION LTD. was )  
hereunto affixed in the presence )  
of its duly authorized officers: )  
\_\_\_\_\_  
\_\_\_\_\_  
DIRECTOR )  
)



SCHEDULE B

DISTRICT OF SQUAMISH - LILLOOET

LAND USE CONTRACT

C O N S E N T

KNOW ALL MEN BY THESE PRESENTS THAT:

CARSON DEVELOPMENTS LTD.

of: 4667 Cordova Bay Road, Victoria, B. C.

being the holders of a charge by way of Mortgage, registered at the Land Registry Office in the City of Kamloops, British Columbia, under Number J9878 against inter alia ALL AND SINGULAR that certain parcel or tract of land and premises being in the Lillooet Assessment District, in the Province of British Columbia, known and described as:

District Lots 1176, 581, 5479, 669 except for that part within Subdivision Plan 25012;

District Lot 586;

Lot 1 of D. L. 457 (Plan 25081);

~~Lot 55 of D. L. 5484 (Plan 25011);~~

Lot 20 of D. L. 5484 (Plan 25011);

District Lot 5485 except that part within Subdivision Plan 25011;

District Lot 5478;

District Lot 5484 except that part within Subdivision Plan 25011;

District Lot 571 except that part within Subdivision Plan 25012;

District Lot 579;

District Lot 588

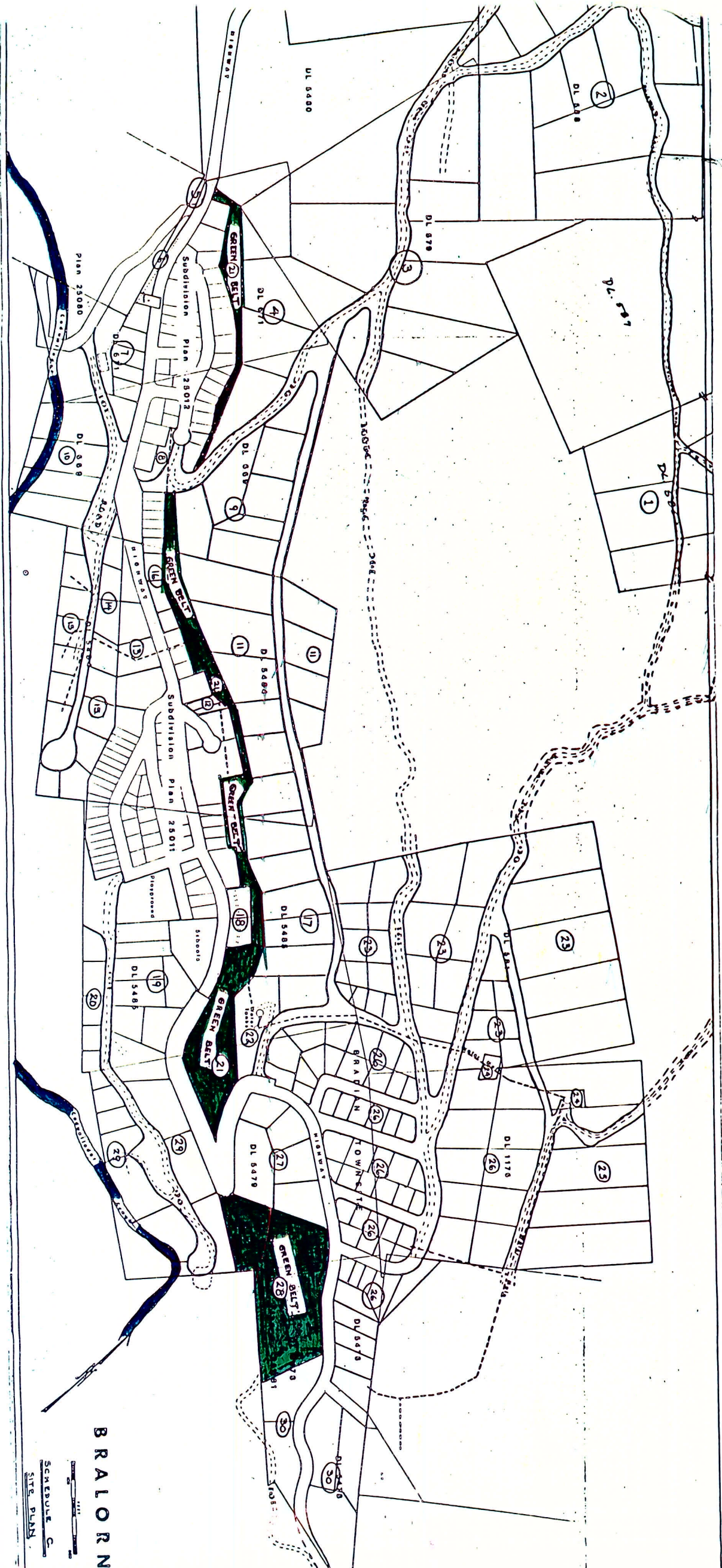
and in consideration of the sum of One (\$1.00) Dollar, HEREBY AGREES AND CONSENTS to the registration of the Land Use Contract made between the registered owner of the said land and The Squamish-Lillooet Regional District, which shall have the force and effect of a Restrictive Covenant running with the land and against the aforementioned land 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.

DATED this 22nd day of June A.D. 1978

The Corporate Seal of CARSON )  
DEVELOPMENTS LTD. was hereunto )  
affixed in the presence of its )  
duly authorized officers: )

[Signature] )  
 )  
PRESIDENT )  
 )







S C H E D U L E "D"

BUILDING RESTRICTIONS AND CONDITIONS

1. No construction, placement, alteration or improvement of any building or house on the land hereby conveyed shall commence or take place unless and until the plans or designs have been approved by the Grantor.
2. The exterior of any house or other building shall be completed in accordance with the plans or designs thereof and within one year from the date of commencement or alteration as the case may be.
3. It is hereby expressly provided and agreed that no approval or consent given by the Grantor to the plan, design, placement or construction of any house, building or other structure on the land shall be deemed or construed so as to apply the assumption of liability by the Grantor of any liability under and by virtue of the said requirements or so as to relieve the Purchaser/Grantee of any such liability.
4. Nothing herein contained shall be construed or implied as to imposing on the Grantor any liability in the event of non-compliance or non-fulfillment of any of the covenants, conditions or stipulations herein contained or in the event of any damage or injury arising from the activities of any mining or logging operation in the vicinity.
5. No poultry, pigeons, swine, sheep, cows, cattle or other livestock shall be kept on any premises of less than 5 acres in area. Household pets shall be limited to one dog and one cat per family. No dogs shall be allowed to run at large.
6. No building or part thereof on the residential lands designated by the Grantor shall be used as a boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business and no trade or business of any kind shall be carried on on the said lands, provided, however, that (subject to the other restrictions in this Schedule) this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from having their offices or studios on the premises, nor prevent the erection or use of any building or part of any building, or the use of the premises or any part thereof, for a school for children, PROVIDED such erection and use shall first have received the sanction and approval of the Grantor and the Regional District.

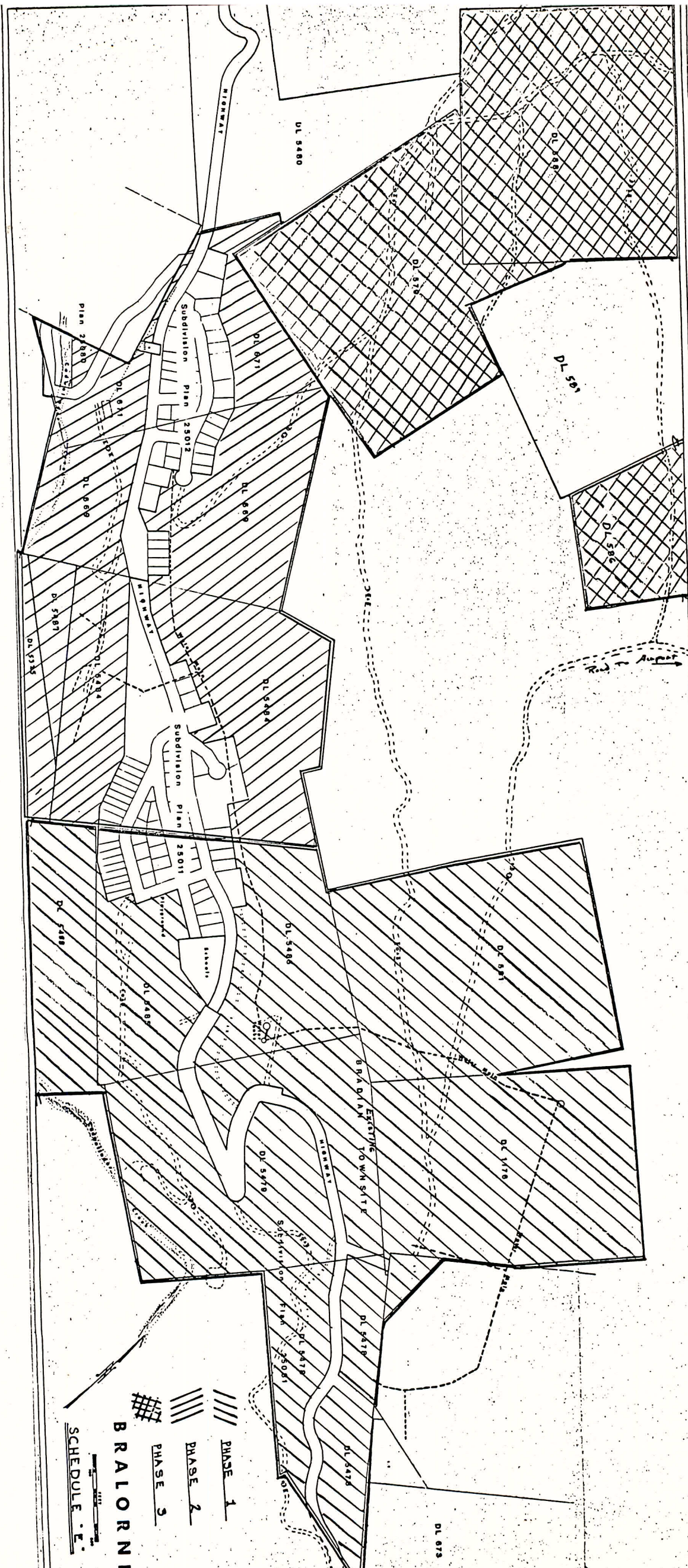


7. The Grantee will not erect, expose or maintain or permit to be erected, exposed or maintained upon the land or premises any placard, or advertising sign other than the usual door plate of any professional man or woman save and except those incidental to any place of business, worship, congregation or otherwise as may be determined pursuant to clause 6 hereof. All signs shall be approved by Grantor and all signs must conform to style adopted for total development.
8. Except on those lots where there currently exists two dwelling houses, there shall be no more than one dwelling for one family or household.
9. No dwelling house or other structure shall be erected on the land closer to the road or roads on which such land fronts than the building lines established by the Grantor or the Regional District.
10. No trailer, camper, or similar type of temporary accommodation shall be maintained on the land as a residence except during a period of construction which shall not exceed the time limited in clause herein.
11. No equipment, vehicles, boat, machinery, wrecks or other unsightly junk shall be stored or kept on the land unless the same is contained within a closed structure.
12. No fence or hedge shall be erected or maintained that extends in front of a house or exceeds four feet in height.
13. No water from any stream, culvert, ditch, pond or collection of water shall be diverted, dammed or drained, nor shall any culvert, ditch, stream or water flow be altered or interfered with without the consent in writing of the Grantor.
14. No trees, shrubs, or other growth shall be allowed to grow or remain on any part of the land in any manner that shall or may interfere with any electrical or telephone poles and wires, or that may obstruct the view or that may be a traffic hazard.
15. Wherever and whenever the approval or consent of the Grantor is required to be obtained, such approval or consent may be given by such officer, agent, committee, person or persons as may from time to time be nominated or appointed in writing by the Grantor for such purpose, and such power or appointment or right of nomination may be delegated by the Grantor, and such appointee or nominee shall have the right to withhold approval of, or their consent to, and





may reject any matter or thing submitted for approval or consent. Alternatively, the Grantor may elect to waive such rights and powers without incurring any liability to the Grantee.

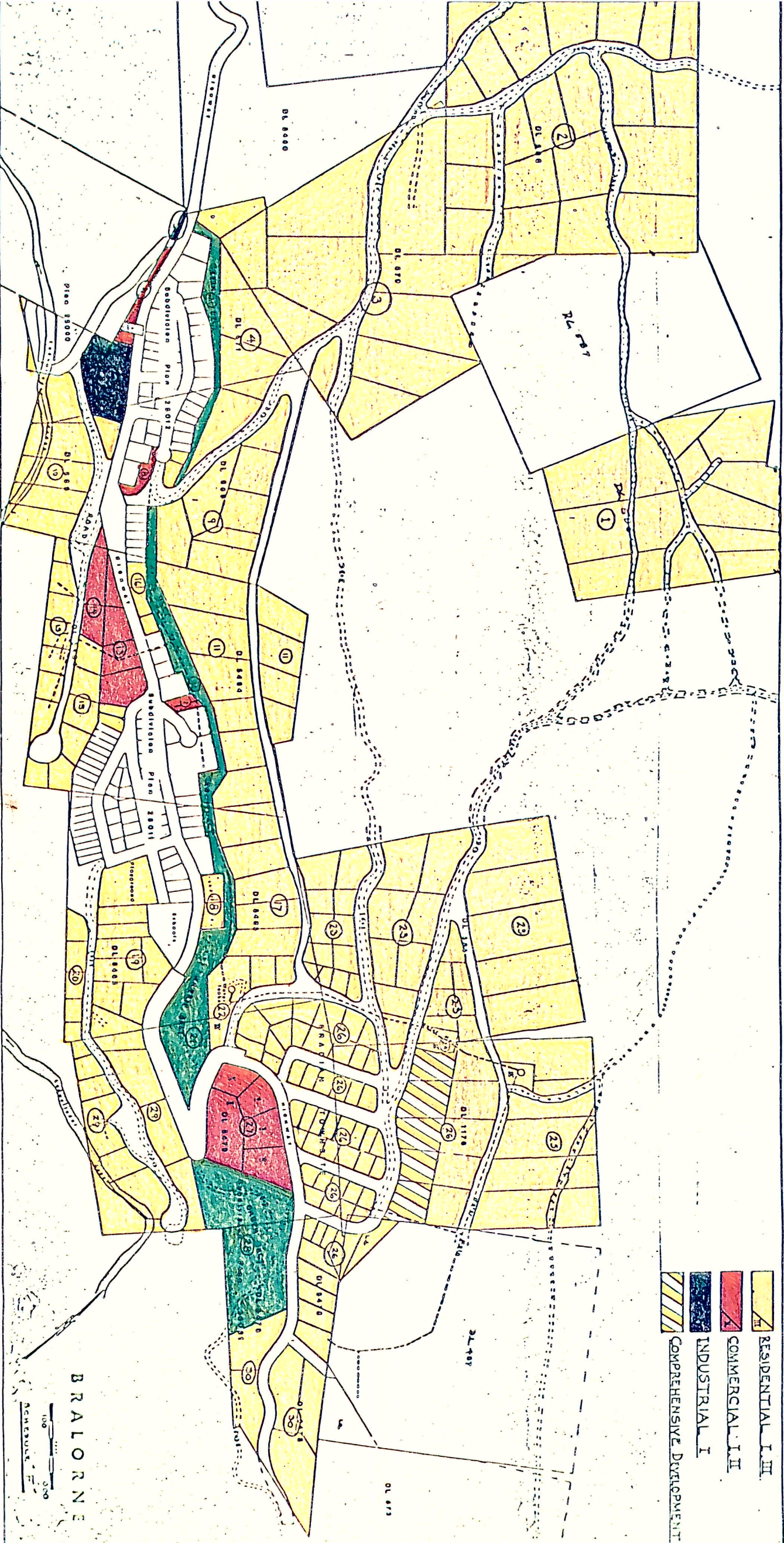
16. The restrictions and stipulations herein contained shall not be deemed to be exclusive of the by-laws of the Squamish-Lillooet Regional District or of the obligations or liabilities imposed by Statute or the common law on owners or occupiers of land, all of which shall be duly observed and complied with.
17. The Grantor hereby reserves the right from time to time to impose additional restrictions, stipulations or conditions upon adjoining or neighbouring lands which may hereafter be brought within the Grantor's building estate or scheme.
18. The Grantee acknowledges that he is aware that the electric, telephone and television/cablevision conduits and the equipment incidental thereto throughout the subdivision in which the land is situate may be buried underground and it is an express term of this Indenture that he is to make his own arrangement with the British Columbia Telephone Company, and such television/cablevision supplier as may from time to time be servicing the said subdivision, respectively, for the supply of light and power, telephone and television/cablevision service by means of underground connections to any buildings he may erect upon the land and is to pay the cost thereof.
19. The Grantee acknowledges that registerable easements or right-of-way may be required for sewer and water lines which presently exist and which may be extended or varied on and throughout the subdivision, and the Grantee agrees to execute such easement or right-of-way agreements when so requested by the Grantor.
20. No subdivision or consolidation of the lands within this subdivision shall be permitted without the consent of the Grantor and the local approving officer.
21. The Grantor shall have the right to alter, waive, amend, abrogate or add to the covenants contained herein without the consent of the Grantee.
22. Nothing herein contained shall affect the right of the Grantor or its assignee to subdivide and develop the other lands adjoining this subdivision.







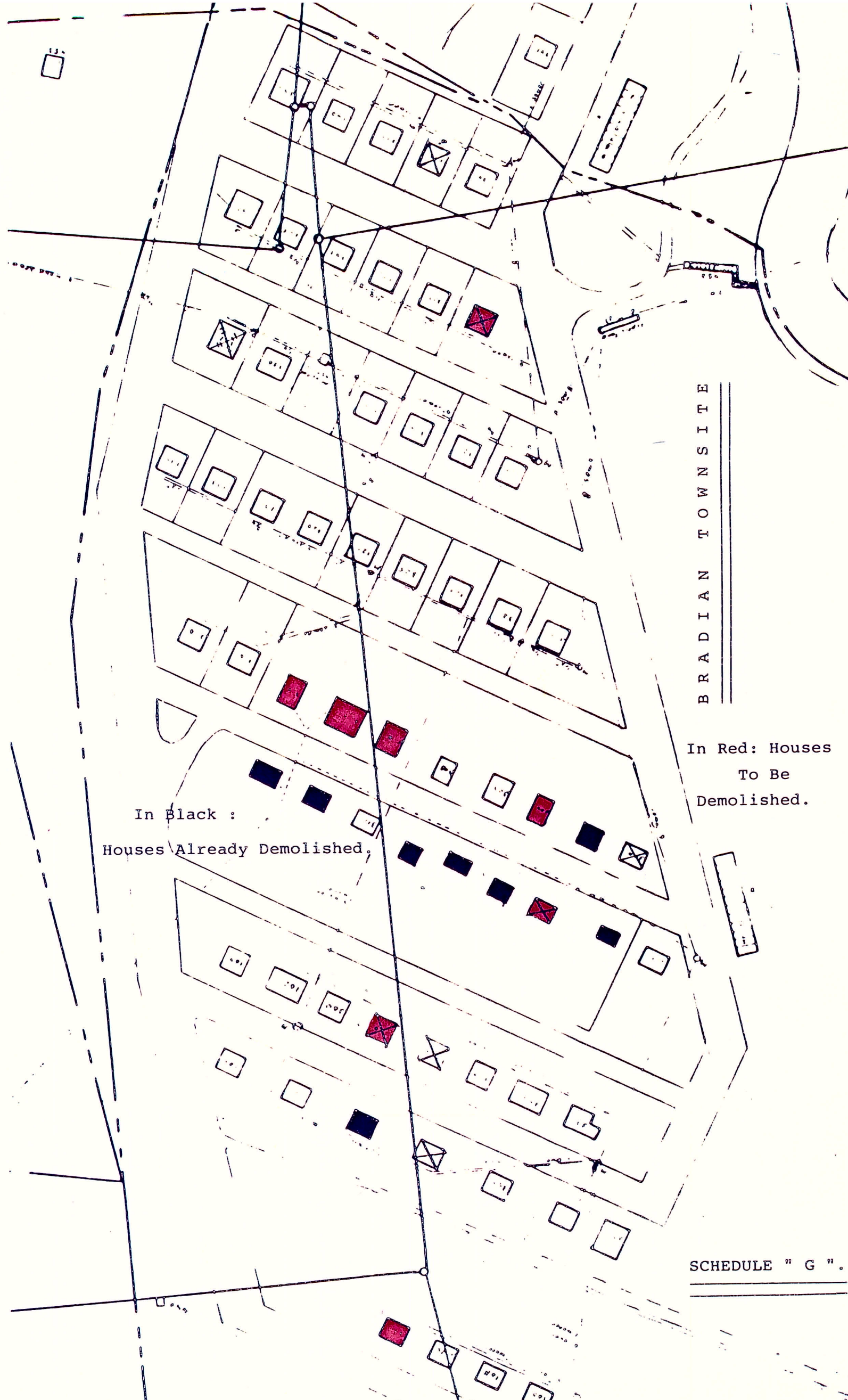
-  RESIDENTIAL I, II, III
-  COMMERCIAL I, II
-  INDUSTRIAL I
-  COMPREHENSIVE DEVELOPMENT



BRALORNE

0 100 200  
feet





BRADIAN TOWNSITE

In Black :  
Houses Already Demolished.

In Red: Houses  
To Be  
Demolished.



Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 78 ,  
at \_\_\_\_\_, in the Province of British Columbia,  
~~whose identity has been proved by the evidence of~~  
~~XXXXXX~~ IVAN R. KNOWLES, who is) personally known to me,  
appeared before me and acknowledged to me that he is the Administrator of  
SQUAMISH-LILLOOET REGIONAL DISTRICT, and that he is the person  
who subscribed his name to the annexed instrument as Administrator of the said  
SQUAMISH-LILLOOET REGIONAL DISTRICT and affixed the seal of the  
SQUAMISH-LILLOOET REGIONAL DISTRICT  
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 seventy-eight.

~~XXXXXX~~  
A Commissioner for taking Affidavits for British Columbia.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 1978 ,  
at \_\_\_\_\_, in the Province of British Columbia,  
~~whose identity has been proved by the evidence of~~  
~~XXXXXX~~ MARMOT ENTERPRISES LTD., who is) personally known to me,  
appeared before me and acknowledged to me that he is the \_\_\_\_\_ of  
MARMOT ENTERPRISES LTD., and that he is the person  
who subscribed his name to the annexed instrument as \_\_\_\_\_ of the said  
MARMOT ENTERPRISES LTD. 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 \_\_\_\_\_ day of \_\_\_\_\_  
one thousand nine hundred and seventy-eight.

~~XXXXXX~~  
A Commissioner for taking Affidavits for British Columbia.

Dated: \_\_\_\_\_, 1978.

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT

AND:

MARMOT ENTERPRISES LTD.

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LAND USE CONTRACT

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Bruce E. Emerson  
Barrister & Solicitor  
217 - 2438 Marine Drive  
West Vancouver, B.C.