



Ponderosa Guest Ranch Land Use Contract Bylaw No. 117, 1977

Adopted February 27, 1978

IMPORTANT NOTICE

THIS IS AN UNOFFICIAL CONSOLIDATION OF BYLAW NO.117 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. 117, 1977

A by-law to authorize the entering into 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 land 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 Ponderosa Guest Ranch Ltd. in accordance with the form of contract designated as Schedule A attached hereto and forming part of the 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 Ponderosa Guest Ranch Ltd. and to register the said Land Use Contract at the Land Registry Office, and to do all things necessary in relation thereto;
3. The by-law may be cited as "Land Use Contract Authorization By-law No. 117, 1977".

READ A FIRST TIME this 26th day of September, 1977.


READ A SECOND TIME this 26th day of September, 1977.


READ A THIRD TIME this 19th day of December, 1977.

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING this 31st day of January, 1978.

APPROVAL NO. 78 095


RECONSIDERED, FINALLY PASSED AND ADOPTED this 27th day of February, 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. 117, 1977 cited as "Land Use Contract Authorization By-law No. 117, 1977" as at third reading.

Dated at Pemberton, B.C. this 23 day of December, 1977.


I. R. Knowles
Secretary-Treasurer

This is Schedule "A" to Land Use
Contract Authorization By-law No.
117, 1977.


Secretary-Treasurer

THIS AGREEMENT made this day of , 1977.

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a body
incorporate 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:

PONDEROSA GUEST RANCH LTD., a body
corporate having its registered office at 600 -
890 West Pender Street, Vancouver in the Province
aforesaid (Inc. date: April 16/62; Inc. No. 53,274)

(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,
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;

AND WHEREAS 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(a) and Section 702(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 aware of the provisions of Section 702A of the "Municipal Act" and that the Board of the District cannot enter into this Land Use Contract until it has held a Public Hearing on a By-law authorizing the same, has duly considered the representations made 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 entitled to vote on the By-law vote in favour of same;

AND WHEREAS the Developer is the registered owner without encumbrances of those lands and premises in the Lillooet Assessment District, Province of British Columbia, better known and described as:

District lots 2663 and 4805, Lillooet District

(hereinafter called "The said Lands")

AND WHEREAS the Developer wishes to develop the said lands in accordance with the provisions of the 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 for recreational, single-family dwelling purposes of that portion of the said Lands shown on the Site Plan, comprising 316 acres more or less, and the Lands so comprising the Site Plan shall not be developed or used except for such residential purposes and, without limiting the generality of the foregoing shall not be used for commercial purposes.

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.

"Common Area(s)" shall mean any or all of the parts of the Site exclusive of the Strata Lots.

"Greenbelt Area" shall mean those portions of the Common Area which are presently unimproved areas.

"Private Site(s)" shall mean any or all building sites or strata lots as shown on Schedule "D" annexed hereto except Common Areas, Greenbelt Area and Works Area.

"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" shall mean any of the building areas or strata lots shown on the Site Plan inclusive of all Greenbelt Area, Works Area and Common Areas.

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

"Strata Corporation" shall be construed to mean the strata corporation to be comprised of the owners of the 26 strata lots and which will be created by the deposit of the Strata Plan in the Vancouver Land Registry Office.

"Strata lot" shall be construed to mean the 26 strata lots or any one of them to be created by the registration of the Strata Plan, and shown on the plan attached hereto as Schedule "D".

"Strata Plan" shall be construed to mean the strata plan which upon deposit will create the strata lots, which shall, subject to the terms and conditions of this contract, be in conformity with the site plan attached hereto as Schedule "D"

"Works Area" shall mean the area designated Works Area and coloured black on the Site Plan.

3. No development of that portion of the said Lands shown on Schedule "D" shall be undertaken except that provided for by this Land Use Contract.

4. Sewer System

No building permit will be applied for nor issued for any strata lot unless and until a septic tank system conforming to and approved pursuant to the regulations of the Department of Health of the Province of British Columbia and a permit issued therefor.

5. Water System

No building permit will be applied for nor issued until such time as a water system for all strata lots has been constructed and established, pursuant to approval granted by the Minister of Health and the Controller of Water Rights and pursuant to the provisions of Sections 21 and 22 of the Health Act of the Province of B.C.

6. Uses and Building Permits

The Land and any or all Buildings, Structures and Improvements erected thereon, thereover or therein shall be used for the purposes specified in Schedule "A" hereto and for no other purposes. A separate building permit will be issued by the District for each strata lot following the registration of the Strata Plan, if the improvements in total will have a surface area of not more than 4,000 square feet and if the improvements comply with the Building By-law of the District and all other appropriate building by-laws (but excluding the District's Zoning By-law). All buildings shall not exceed the height limitations set forth in Schedule "B". This clause shall apply to the renovation, addition or alteration of existing buildings.

7. Restrictions

The Strata Lots shall be subject to the restrictions set forth in Schedule "C" hereto.

8. Design on Strata Lots

The design of each building erected on each strata lot and modifications or renovations to the same, shall be subject to the approval of the Developer or the Strata Corporation. The sole responsibility

for design approval and control shall vest in the Developer or the Strata Corporation, and the District shall not be bound to enquire as to whether or not any plan for a dwelling on a strata lot has been so approved prior to granting any building permits for the same, and shall not be liable for any failure so to enquire.

9. 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, but as a minimum shall comprise the provision for a small pumper unit and water barrels.

10. Greenbelt Areas

The Greenbelt Areas as shown on the Site Plan (Schedule "D") 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 under, and roadways and pedestrian pathways or trails may be constructed through, the Greenbelt Areas.

11. On-Site Work and Services

The District and the Developer acknowledge and agree that all utilities including street or area lighting, water, gas, cablevision, telephone and electricity on the land are private utilities contained as part of the common areas and the strata lots or otherwise as part of the Site, the responsibility for which remains with the Strata Corporation and the owners from time to time of the strata lots. The on-site works shall be placed substantially as set out in the description of the on-site work enumerated in Schedule "E" hereto. All on-site works, including roadways, shall be to the satisfaction of the Building Inspector based on the terms hereof, such approval not to be unreasonably withheld. The Developer agrees that neither the District nor any Provincial or Federal Department or Agency shall have any obligation to provide any of the utilities referred to in this clause or elsewhere in this contract. It is further expressly understood by the Developer, and the Developer hereby acknowledges and agrees, that the District shall be under no obligation to provide any connection to any regional system for any or all such utilities and that any utilities installed by the Developer shall be self-contained within the Lands. Save as

specifically provided in this Agreement, all utilities shall conform to all appropriate District, Federal and Provincial by-laws and/or statutes and regulations pertaining thereto.

12. Roads and Other Ways

The District and the Developer acknowledge and agree that the access road, driveways, footpaths and trails or other ways are all private ways contained as part of the Common Area and the responsibility for which remains with the Strata Corporation and the owners from time to time of the strata lots. These private ways shall be installed substantially in the location provided for in Schedule "D". It is expressly understood by the Developer and the Developer hereby acknowledges and agrees that the District nor any Provincial or Federal Department or agency shall be under no obligation to provide, improve, or maintain any road or roads to connect the said Lands with any road or roads which may be developed by the District in the future, and that if any such connecting road or roads are hereafter requested by the Developer or the Strata Corporation, the same shall pay all costs of installing and maintaining any such road or roads.

13. Subdivision by Strata Plan

The Lands shall be subdivided under the Strata Titles Act substantially in compliance with and according to the Plan attached as Schedule "D" hereto, forthwith upon execution and registration by the District of this Contract, and compliance by the Developer with the provisions of paragraphs 11, 12, 14 and 15 hereof.

14. Garbage Facilities and Sanitary Landfill

The Developer shall provide a site on the said Lands for the purpose of a sanitary landfill for which the approval of the Pollution Control Board is required and the Strata Corporation shall operate the same for the benefit of the individual strata owners. Garbage collection facilities, if any, shall be the sole responsibility of the Developer or the Strata Corporation.

15. Security

As security of the due and proper performance of the covenants and agreements of the Developer to construct the on-site works shown in Schedule "E", the Developer covenants and agrees prior to the approval of the Strata Plan to deposit with the District a cash deposit,

bid bond or bonds or an irrevocable Letter of Credit of a chartered bank in the amount of \$5,000.00. As the categories of on-site works are completed, the security covering such works shall be surrendered to the Developer or Strata Corporation, upon the substitution therefor of security in the form acceptable to the Regional Administrator for 15% of the amount of the security surrendered. The security for the 15% amount aforesaid shall be retained by the District as security for the completion of all of the items of on-site works set forth herein and shall be surrendered to the Developer or Strata Corporation upon completion of all the works as herein provided.

16. Indemnity for Subsequent Works

The Developer hereby covenants and agrees that any costs or expenses incurred by the District in respect of providing any services or maintaining or repairing any 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 Strata Corporation or upon default shall be added to and collectible as taxes against the Lands or any constituent parts thereof including any strata lots in accordance with the provisions of Section 377 of the "Municipal Act".

17. Inspection by Building Inspector

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

18. Prospectus

The Developer shall prepare a form of prospectus (herein 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 strata lot in order to obtain a Building Permit for the Site.

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

19. Payments by Developer

The Developer agrees, prior to registration of the 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 15 days after invoiced by the District.

20. Indemnity by Developer

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 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 or maintain.

21. 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, to approve a Strata Plan as the same as defined by Clause 1 hereof and to issue Building Permits for each of the strata lots subject to the terms and conditions in this Land Use Contract contained.

22. 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.

23. 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".

24. 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.

25. Schedules Part of Contract

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

26. 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.

27. 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.

28. Binding Effect

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

A Public Hearing on this Agreement was held on the _____ day of _____, 1977.

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

JBM Fayling
Chairman
[Signature]
Administrator

The Corporate Seal of PONDEROSA GUEST RANCH LTD. was hereunto affixed in the presence of:

[Signature]
President
Magne Haug
Secretary

APPROVED pursuant to the provisions of section 198A of the "Municipal Act" this 31st day of Jan. 1978

[Signature]
Minister of Municipal Affairs and Housing
APPROVAL No. 78 095

SCHEDULE "A"

Schedule of Permitted Land Use

Strata Lots

One (1) single-family dwelling not including a mobile home or trailer inclusive of the following uses:

- (a) home craft, occupation or business subject to the regulations contained in Section 2.8.0 (d) of the Squamish-Lillooet Regional District By-Law number 72, 1975;
- (b) the keeping of not more than two (2) boarders or lodgers;
- (c) The uses customarily incidental to any of the above uses;
- (d) trailers, subject to the following:
 - I - trailers must be a non-permanent type of travel trailer not exceeding 30 feet in length;
 - II - that it be not placed on the lot unless and until consideration pursuant to a building permit is actually taking place on that lot;
 - III - that it not be placed on the lot unless and until a special permit from the District is applied for and received;
 - IV - that the trailer be removed from the lot on or before the 30th day of September next after it is placed on the lot.
- (e) tool sheds or storage sheds for outboard motors, camping equipment and other like recreational paraphernalia may be erected and used as accessory buildings.

Common Areas

- (a) private parkland or open space
- (b) roadways, trails, pathways
- (c) horse barns and paddocks
- (d) existing open fields
- (e) picnic sites

Greenbelt Areas

The use of land in the Greenbelt Areas is restricted to recreation grounds, hiking and riding trails and pedestrian pathways and shall not be used for any purpose inconsistent with their use and retention as natural, unimproved areas. buildings of any nature shall be permitted.

Works Area

Permitted use of land is restricted to workshops for welding, machine and parts manufacturing and repairing, septic tank servicing, storage of building supplies and materials and the repair and maintenance of all equipment necessary for the maintenance and installation of private utilities on the said Lands.

SCHEDULE "B"

Height Limitations:

Strata Lots - In no event shall a building in the Land exceed 25 feet in height.

Height shall mean vertical distance measured in a straight line. For calculation purposes, height shall be measured from the curb level provided, however, when a structure is situated on ground above or below curb level, height shall be measured from the highest elevation of the finished grade of the site along any side of such structure, and, further, the point to which height shall be measured shall be as follows:

Flat Roof Buildings - to the highest point of the building unless otherwise specifically provided.

Pitched Roof Buildings, with Ceilings - to the mean height line between the highest point of the building and the ceiling immediately below.

Pitched Roof Building, without Ceilings - to be mean height line between the highest point of the building and a point eight (8) feet above the floor immediately below.

All other structures - to the highest point of such structure.

SCHEDULE "C"

The following restrictions shall apply to the strata lots:

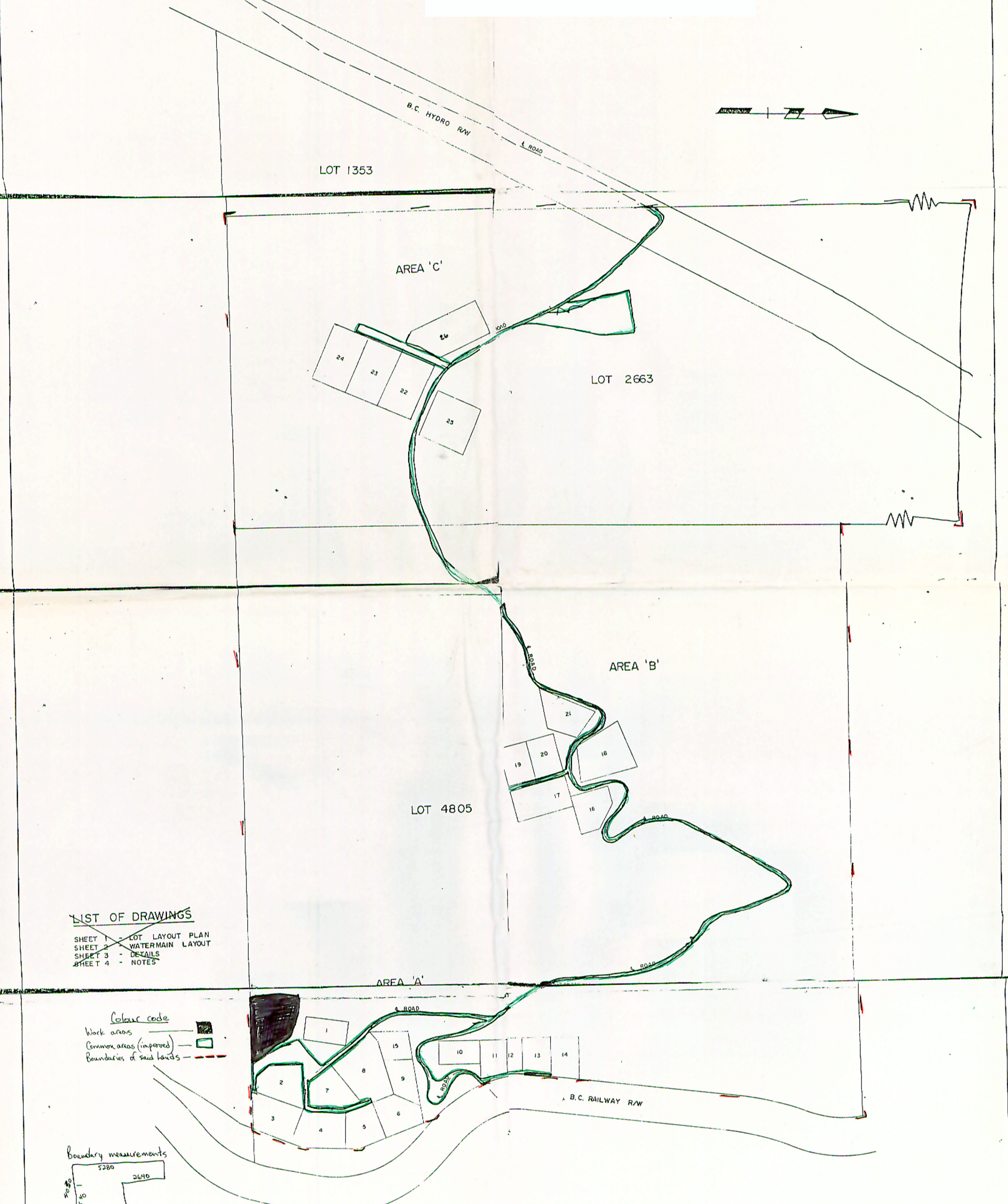
- (a) No more than one residential building shall be erected upon any strata lot.
- (b) No signs shall be erected upon any strata lot except to identify the same or being for sale until sold and except such signs as shall identify the various strata lots by street address or otherwise.
- (c) No wrecked, derelict or abandoned motor vehicle or trailer, engine frame, chassis, body, box or van unit thereof shall be kept, stored, or parked except within a building on any strata lot or within a designated portion of the Common Area.
- (d) No wrecked, derelict or abandoned boat or vessel, or part thereof, shall be kept, stored or parked except within a building on any strata lot or within a designated portion of the Common Area.
- (e) No horse shall be kept or accommodated on any strata lot.
- (f) No commercial vehicle or equipment which exceeds a gross weight of 5,000 pounds shall be parked or stored on any strata lot or on the Common Areas between the hours of ten o'clock p.m. and eight o'clock a.m.
- (g) No temporary dwelling or temporary building shall be constructed or erected on any strata lot.
- (h) No dwelling shall be erected on any strata lot unless a space for parking of one motor vehicle has been provided on strata lands 1 - 9 and 16 - 26 inclusive and unless a common area for parking of one motor vehicle for each of strata lots # 10 - 14 inclusive has been provided in the area designated for such purpose on the Site Plan.
- (i) The overall site coverage for all buildings shall not be in excess of 35% of the gross area of the Strata Lots.

SCHEDULE "D"

SITE PLAN

SCHEDULE "D"

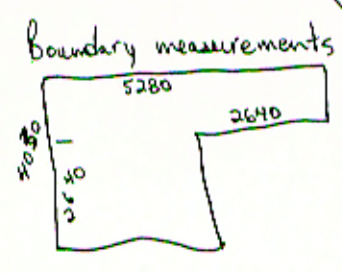
SITE PLAN



- LIST OF DRAWINGS
- SHEET 1 - LOT LAYOUT PLAN
 - SHEET 2 - WATERMAIN LAYOUT
 - SHEET 3 - DETAILS
 - SHEET 4 - NOTES

Colour code

- Work areas - [shaded black box]
- Common areas (improved) - [dashed line]
- Boundaries of said lands - [red dashed line]



SCALE 1" = 200' 350'

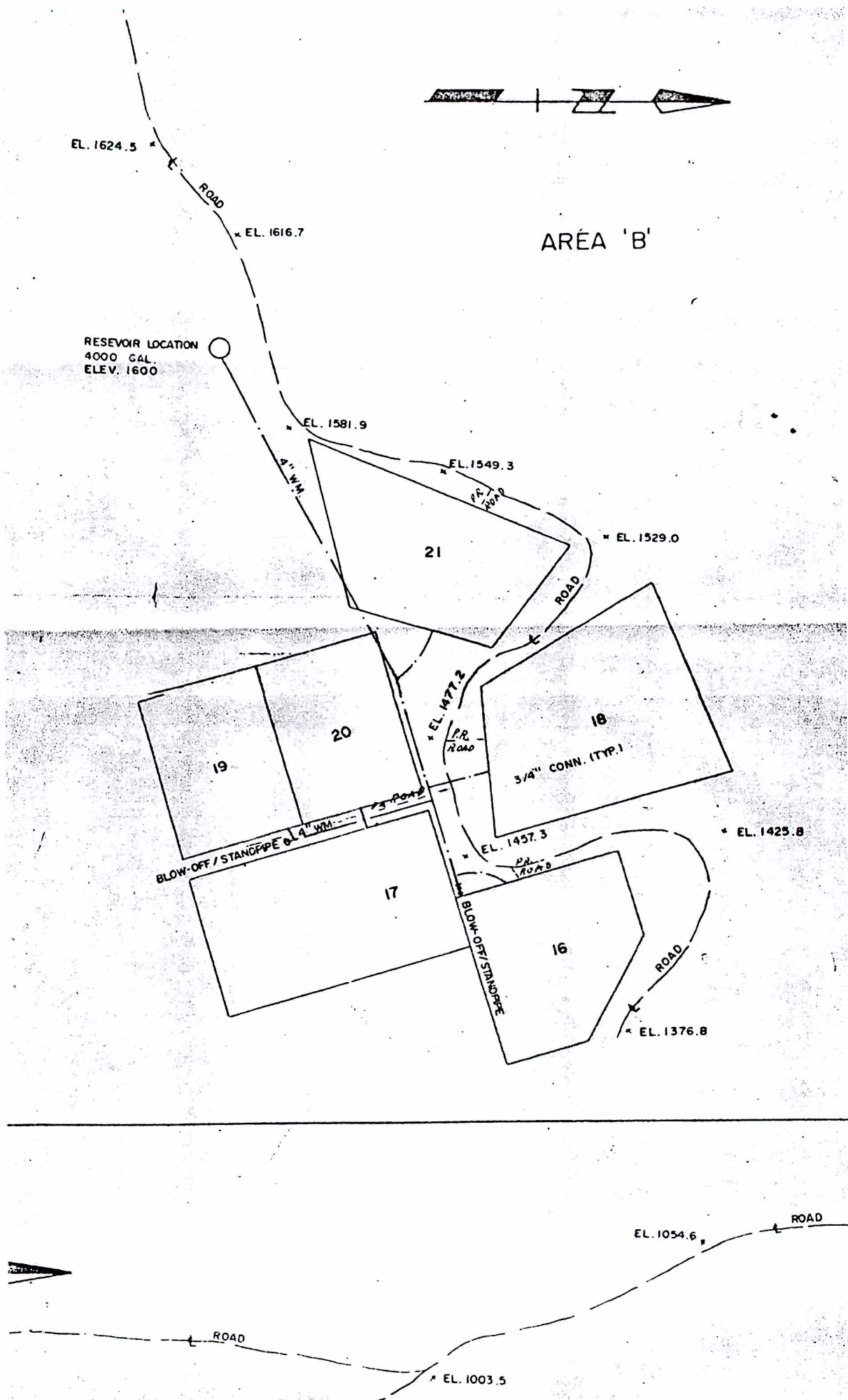
ANDERSON LAKE



SCHEDULE "E"

ON-SITE WORKS

- 1) Roads.
- 2) Water system as shown on Plan of
Central Valley Engineering Services Ltd.
designated "Sheet No.2 - Watermain Layout"
- 3) Waste disposal area (sanitary landfill).



REF. OR LOCATION
1000 GAL.
ELEV. 1827.9

EL. 1799.4

EL. 1775.9

AREA 'C'

4" WM

26

4" WM

3/4" CW (TYP)

EL. 1736.8

ST. PIPE

1" CONNECTION

BLOW-OFF / STAND-OFF
4" WM

23

22

25

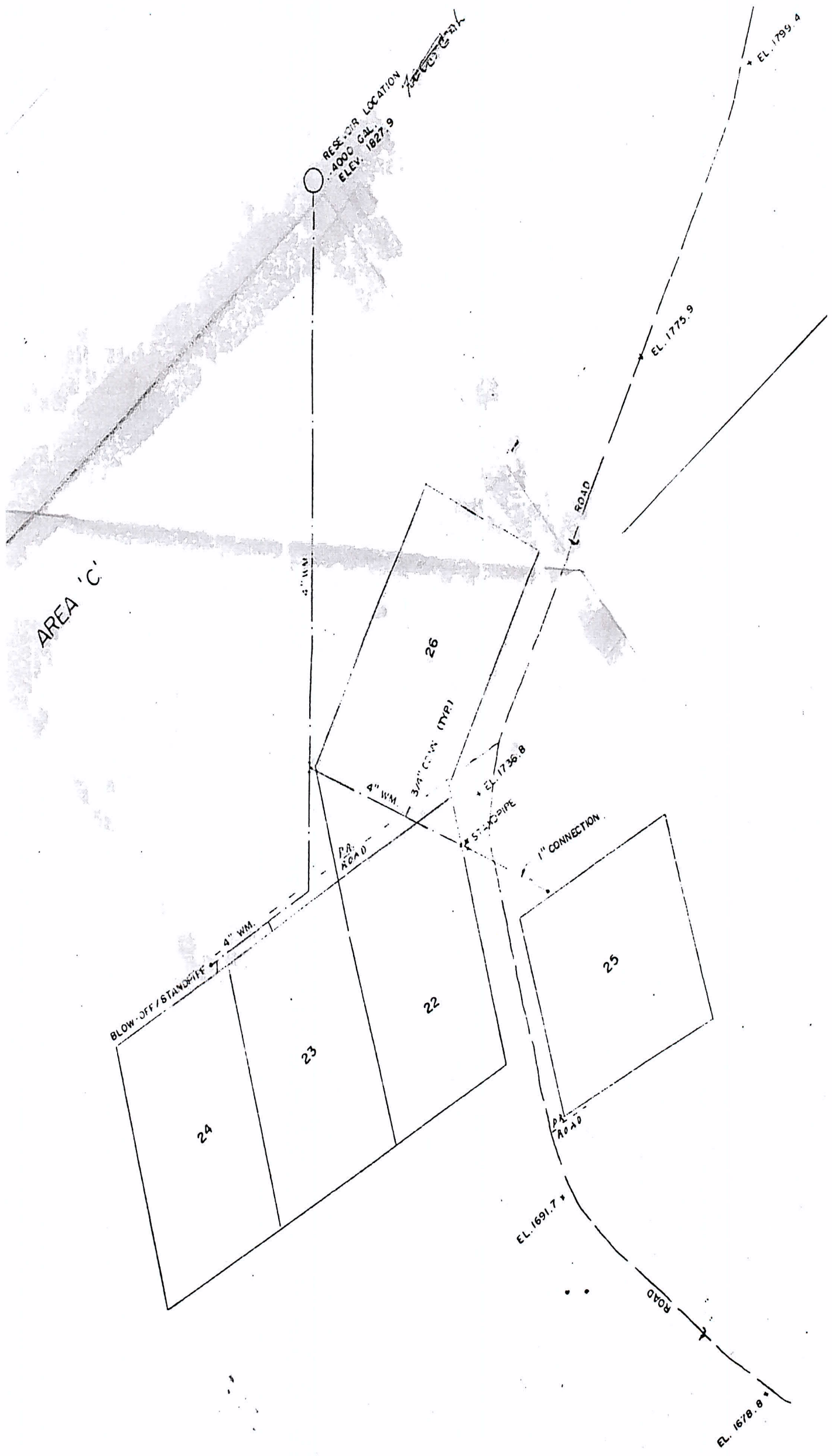
24

EL. 1691.7

PA. ROAD

ROAD

EL. 1678.8



Dated:

BETWEEN:

SQUAMISH-LILLOET
REGIONAL DISTRICT

AND:

PONDEROSA GUEST RANCH LTD.

LAND USE CONTRACT

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