

SQUAMISH-LILLOOET REGIONAL DISTRICT

BY-LAW NO. 88, 1976

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 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 Lieutenant-Governor-in-Council;

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 the Canada Trust Company, H. J. Developments Ltd., Heather Jean Estates Ltd., Heather Jean Estates No. 2 Ltd., Heather Jean Estates No. 3 Ltd., and Heather Jean Properties Ltd., 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 of the Squamish-Lillooet Regional District are hereby authorized and empowered to execute the said Land Use Contract with the Canada Trust Company, H. J. Developments Ltd., Heather Jean Estates Ltd., Heather Jean Estates No. 2 Ltd., Heather Jean Estates No. 3 Ltd., and Heather Jean Properties Ltd., 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. 88, 1976".

READ A FIRST TIME this 23rd day of December , 1976.


READ A SECOND TIME this 23rd day of December , 1976.

READ A THIRD TIME this 23rd day of December , 1976.

APPROVED BY THE LIEUTENANT-GOVERNOR-IN-COUNCIL this 3rd day of March , 1977.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 28th day of March, 1977.


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. 88, 1976, cited as "Land Use Contract Authorization By-law No. 88, 1976" as at third reading.

Dated at Pemberton, B.C. this 1st day of April, 1977.


Secretary-Treasurer

THIS AGREEMENT made the 6th day of June, 1976.

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district
incorporated under the laws of the Province of British
Columbia, with offices at Pemberton, in the Province of
British Columbia;
(hereinafter called the "District")

OF THE FIRST PART

AND:

THE CANADA TRUST COMPANY, a trust company duly incorporated
under the laws of the Dominion of Canada, having an office
at 901 West Pender Street, in the City of Vancouver, Province
of British Columbia;
(hereinafter called the "Trustee")

OF THE SECOND PART

AND:

H.J. DEVELOPMENTS LTD., a company duly incorporated under the
laws of the Province of British Columbia, having an office at
the Village of Pemberton, Province of British Columbia;

OF THE THIRD PART

AND:

HEATHER JEAN ESTATES LTD., a company duly incorporated under
the laws of the Province of British Columbia, having an office
at the Village of Pemberton, Province of British Columbia;

OF THE FOURTH PART

AND:

HEATHER JEAN ESTATES NO.2 LTD., a company duly incorporated
under the laws of the Province of British Columbia, having an
office at the Village of Pemberton, Province of British Columbia;

OF THE FIFTH PART

AND:

HEATHER JEAN ESTATES NO. 3 LTD., a company duly incorporated
under the laws of the Province of British Columbia, having an
office at the Village of Pemberton, Province of British
Columbia;

OF THE SIXTH PART

AND:

HEATHER JEAN PROPERTIES LTD., a company duly incorporated under
the laws of the Province of British Columbia, having an office
at the Village of Pemberton, Province of British Columbia;

OF THE SEVENTH PART

(H.J. Developments Ltd., Heather Jean Estates Ltd., Heather Jean
Estates No. 2 Ltd., Heather Jean Estates No. 3 Ltd., and Heather
Jean Properties Ltd., shall be hereinafter jointly called the
"Developer" and/or "Beneficial Owners".)

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 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(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 and Trustee 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 of the members of the Board vote in favour of the District entering into this contract;

AND WHEREAS the Trustee is the registered owner of the below described lands subject to certain trust agreements in favour of the Beneficial Owners dated the 13th day of September, 1973 (as to Heather Jean Estates Ltd. and the properties therein described), the 11th day of October, 1974 (as to Heather Jean Estates No. 2 Ltd. and the lands therein described), and the 11th day of October, 1974 (as to Heather Jean Estates No. 3 Ltd. and the lands therein described), a copy of each such trust agreements being annexed hereto jointly as Schedule "A" and being hereinafter jointly called the "Trust Agreement".

AND WHEREAS the Developer wishes to develop the below described land in accordance with the provisions of this Land Use Contract and the Trust Agreement;

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. Definitions

In this contract unless the context otherwise requires:

"Accessory Building" shall be construed to mean and include a building customarily incidental and subordinate to the principal building on the same Site.

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

"Commercial Site(s)" shall mean any or all of the Sites numbered 71, 72, 73, 93, 152, 153 and 154, as shown shaded yellow on the Site Plan.

"Common Site(s)" shall mean any or all of the Sites numbered 27, 28A, 34 and 59, as shown shaded orange on the Site Plan.

"Creek Protection Corridor No. 1" shall mean that area of land and land covered by water coloured solid red on the Schedule "B" Site Plan.

"Creek Protection Corridor No.2" shall mean that area hatched with red lines on Schedule "B" Site Plan.

"Greenbelt Area" shall mean that portion or portions of the Land shown shaded dark green on the Site Plan.

"Lodge Area" shall mean the area designated as Lodge Area and coloured red on the Site Plan.

"Private Site(s)" shall mean any or all building sites or lots as shown on Schedule "B" annexed hereto except for Commercial Sites, Common Sites, Greenbelt Area, Lodge Area and Works Area.

"Regional Administrator" shall mean and include the Regional Administrator for the District and his duly authorized assistants.

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

"Regional Zoning By-law" shall mean and include Zoning By-law No. 29-1972 of the District and all amendments as of the date hereof.

"Site" shall mean any one of the building areas or lots shown on the Site Plan inclusive of all Greenbelt Area, Lodge Area, Works Area, Commercial Sites, Private Sites and Common Sites, but exclusive of any road and/or right-of-way.

"Site Plan" shall mean the Plan attached hereto as Schedule "B".

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

2. Owner

The Trustee is the registered owner of an estate in fee simple and ALL AND SINGULAR that Certain parcel or tract of land and premises situate, lying and being in the Lillooet Assessment District, more particularly known and described as ^{FIRST 411:} District Lot 4901, Lillooet

H 52306P

District, except that part included in Plan 11938.

882
K2030F
SECONDLY:

PARCEL "A", DISTRICT LOT 4401, LILLOOET DISTRICT
PLAN 11938, LILLOOET ASSESSMENT DISTRICT
(hereinafter called the "Land")

3. Consents

The Developer has obtained the consent of all persons holding any registered interest in the land as set out in the Consents to the use and development set forth herein, which Consents are attached hereto, (a list of such Consents being attached hereto as Schedule "D").

4. Uses and Building Permits

The Land and any Site and any and all buildings, Accessory Buildings, structures and improvements erected thereon, thereover or therein shall be used for the purposes specified in Schedule "C" hereto and for no other purposes. A separate Building Permit and fee shall be required by the District for each building erected on any Site, and for all alterations or renovations to Existing Buildings on any Site, as if each Site were a separate lot or parcel existing under the provisions of the British Columbia Land Registry Act. All proposed buildings must comply with the Building By-law of the District and all other appropriate Regional By-laws.

5. District Restrictions

The Sites shall be subject to and all buildings erected shall comply with the restrictions set forth in Schedule "C" hereto.

6. Design on Sites

The design of all buildings and Accessory Buildings on the Site(s) shall be subject to the approval of the Developer as set forth in the Trust Agreement. The sole responsibility for design approval and control shall vest in the Developer and the District shall not be bound to inquire as to whether or not any plans for buildings or Accessory Buildings on the Sites have been so approved prior to granting any Building Permit for the same and shall not be liable for any failure so to do.

7. Greenbelt Areas

The Greenbelt Area 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 Area shall be kept in its natural state, provided always that underground services may be installed under, and pedestrian pathways be constructed through, the Greenbelt Area.

8. Services

The District and the Developer acknowledge and agree that all utilities including street lighting, water, sewers, gas, cablevision, telephone and electricity on the Land are private utilities. The responsibility for the construction and installation, maintenance and repair of any or all such utilities shall be at the sole discretion of the Developer, and the Developer shall have the sole responsibility for the provision of any or all such services to the Land and to any individual Site. It is 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 a regional system for any or all such utilities and that any utilities installed by the Developer shall be self-contained within the Land. Save as specifically provided in this agreement, all utilities shall conform to all appropriate District, Provincial and Federal by-laws and/or statutes and regulations pertaining thereto. The Developer shall have the sole responsibility of obtaining any necessary permits for any such services from the appropriate authority.

8A Port Douglas - Pemberton Access Road

The Developer acknowledges that the present access road to the land being the Port Douglas - Pemberton Road (hereinafter called the "access road"), is an industrial road operated by the British Columbia Forest Services and the British Columbia Department of Highways. The Developer covenants and agrees:

- (a) That the access road shall be kept clear of any and all obstructions including parked vehicles and/or

equipment at all times;

- (b) That the use of the access road by the Developer shall not in any manner interfere with logging truck traffic engaged in the hauling of timber along the access road;
- (c) That the British Columbia Forest Service and/or the British Columbia Department of Highways will not in any manner be responsible for road maintenance, snow plowing, and/or any other road improvement work for the access road now or in the future, and further that the British Columbia Forest Service and/or the British Columbia Department of Highways shall not in any manner be obliged by the Developer or any purchaser of any private site to make any improvements, or do any maintenance or snow plow the access road;
- (d) That the British Columbia Forest Service and/or the British Columbia Department of Highways may close the access road at any time such closure is deemed necessary as a result of fire hazard, flooding, spring breakup, or any other reason, whether of the type enumerated before or otherwise. In the event the access road is closed, access to and from the land along the access road, by the Developer, or any owner of any Private Site, or any other person, shall be subject to the prior approval of the Forest Ranger or Department of Highways Foreman responsible for the territory covered by the access road. The Developer covenants and agrees not to use or permit the use of the access road during any period of closure without the approval of the Forest Ranger or Department of Highways Foreman for the territory first had and obtained.
- (e) That the Developer shall engineer and install any junctions or intersection between roadways on the land and the access road to the satisfaction of the British Columbia Forest Service and/or British Columbia Department of Highways. The Developer shall provide

to the British Columbia Forest Service and British Columbia Department of Highways, all engineering drawings required for any such junction or intersection, and shall obtain the approval of the British Columbia Forest Service District Forester and the Department of Highways Foreman responsible for the territory prior to the installation or development of any such junction or intersection;

- (f) That the Developer shall not use or permit any person to use the access road other than in compliance with any regulation established by the British Columbia Hydro and Power Authority with respect to non interference with power line towers, poles, or other installations, and the regulations maintaining safe distances from and under such structures and the power lines;
- (g) That the Developer, on behalf of the Developer and any owner of any Private Site, hereby expressly waive any right or rights to demand petition or otherwise request the conversion of the access road from an industrial road to a public highway. It is expressly understood by the Developer, and the Developer hereby acknowledges and agrees, that neither the British Columbia Forest Service nor the British Columbia Department of Highways shall be under any obligation to provide, improve, or maintain the access road or to connect the land with any road or roads presently developed by the District and/or the British Columbia Department of Highways either at this time or in the future. Notwithstanding the waiver hereinbefore set forth, the Developer further covenants and agrees that if as a result of any development on the land, a public highway is necessary to connect the land with any other road or roads, the Developer shall pay all costs of installing and maintaining any such highway.
- (h) That the Developer covenants and agrees to save harmless and effectually indemnify the District, the British

Columbia Forest Service, the British Columbia Department of Highways, and/or the British Columbia Hydro and Power Authority, their officers and employees and/or agents, against all actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought by reason of use by the Developer and/or any owner of any Private Site, their respective agents, servants, employees, invitees, guests, or other persons of the access road; and

(i) That the Developer, as security for the due and proper performance of the covenants and agreements, contained in this paragraph, shall deposit with the District a bond in a form and amount satisfactory to the Regional Board to cover the covenants of the Developer as set forth in this paragraph.

9. Roadways

The access roads and cul-de-sac driveways shall be located substantially as shown on the Site Plan. The District and the Developer acknowledge and agree that the access roads and the cul-de-sac driveways are private roads and driveways, the responsibility for which remains with the Developer and the owners from time to time of the Sites. It is expressly understood by the Developer and the Developer hereby acknowledges and agrees that the District shall be under no obligation to provide, improve, or maintain any road or roads to connect the Land with any road or roads presently developed by the District either at this time or in the future, and that if any such connecting road or roads are hereafter requested by the Developer, the Developer shall pay all costs of installing and maintaining any such road or roads.

10. Garbage Facilities and Sanitary Landfill

The Developer shall provide one or more Sites for the purpose of a garbage dump and/or sanitary landfill and shall operate the same for the benefit of the individual site owners. It is acknowledged by the parties hereto that the District shall have no obligation to provide garbage collection facilities for the Land or any individual site, and that such garbage collection facilities shall be the sole responsibility

of the Developer. The Developer shall be responsible for obtaining approvals of all appropriate authorities with regard to the operation of the garbage dump and/or sanitary landfill.

11. 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 Land shall be paid by the Developer or upon default shall be added to and collectible as taxes against the Land or any constituent parts thereof in accordance with the provisions of Section 377 of the "Municipal Act".

12. Partition

The Land shall be divided into Sites substantially in compliance with and according to the Site Plan. It is acknowledged by the parties hereto that the Land will not be subject of a subdivision as such term is defined in the Land Registry Act, R.S.B.C. 1960 and all amendments as of the date hereof.

13. Changes in Schedule "B"

The District and the Developer agree that while the Site Plan shows the general location and sizes of the Sites, roads and other parts of the Land, the exact location and size of the Sites may vary slightly from Schedule "B" so long as no significant or substantial change is made. The Developer shall submit to the District for approval a revised Site Plan showing the final delineation of all Sites on the Land in as many copies as may be reasonably required by the District. In the event of any subsequent consolidation of any Sites (as set forth in Part VII of Schedule "C"), the Developer agrees to forthwith forward to the District such revised maps or plans as may be reasonably required by the District.

14. 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 Land for the purpose of inspecting the installation of all services and connections to individual Sites which service connections must comply with the applicable Regional by-laws. The Building Inspector shall be entitled to charge and receive the appropriate fees for inspections and approvals.

15. Prospectus to be Delivered to Purchasers

The Developer shall prepare a form of prospectus (herein called the "Prospectus") satisfactory to the Regional Administrator 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 Site 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 Site he will deliver to each purchaser of a Site, a true copy of the Prospectus and will afford that purchaser the right to read the Prospectus. ✓

16. Payments by Developer

The Developer agrees:

- (a) To pay all arrears of taxes outstanding against the property herein described before the execution by the District of this Land Use Contract;
- (b) To pay all current taxes levied or to be levied on the said Land on the basis and in accordance with the assessment and collector's roll entries;
- (c) To pay to the District all inspection fees, administration fees, engineering fees and legal costs in connection with this Land Use Contract.

17. Indemnity by Developer

The Developer covenants to save harmless and effectually 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;

- (b) All expenses and costs which may be incurred by reason of the execution of the said works on the Land 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; and
- (c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workers' compensation assessments, unemployment insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.

18. Development

The District hereby covenants and agrees with the Developer to permit the Developer to proceed with the development herein contemplated on the said Land and to issue Building Permits for each of the Sites subject to the terms and conditions herein contained.

19. 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.

20. Restrictive Covenant

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

21. 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.

22 Schedules Part of Contract

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

23. 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.

24. 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. The Developer shall forthwith notify the District of any modifications or amendments to the Trust Agreement.

24A. Trustee

The parties hereto acknowledge that the Trustee is joined as party to this Land Use Contract solely in its capacity as registered owner of the lands pursuant to the terms and conditions of the Trust Agreement and further that the Trustee's liability (if any) under this Land Use Contract shall be as set forth in the Trust Agreement.

24B. The construction of firebreaks 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 in any event shall include a small pumper unit and water barrels.

24C. For the purposes of this section, the following definitions shall apply:

"Natural Boundary" means the visible highwater mark of any lake, river, stream, or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark upon the soil of the bed of the lake, river, stream, or other body of water, a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself.

"Watercourse" is any natural or man-made depression with well-defined banks and a bed two feet or more below the surrounding land serving to give direction to a current of water at least six months of the year or having a drainage area of one square mile or more or as required by a designated Water Resources Official of the Province of British Columbia.

24D. Notwithstanding any other provisions of this Land Use Contract, no building or part thereof shall be constructed, altered, moved, or

extended, nor shall any mobile home, mobile unit or structure be located;

- (a) with the underside of the floor system of any area used for habitation, business, or storage of goods damageable by floodwaters, or in the case of a mobile home the ground level on which it is located, lower than five (5) feet above the natural boundary of any nearby watercourse nor lower than 659.5 feet (Geodetic Survey of Canada datum), whichever elevation is the higher.
- (b) within two hundred(200) feet of the main or active watercourse on each of the two alluvial fans, nor within fifty (50) feet of any other watercourse or side of auxiliary channels to the alluvian fan watercourses, nor within twenty-five (25) feet of the natural boundary of Lillooet Lake.

24E. Where landfill is used to achieve the required elevations of Section 24D(a) no portion of the landfill slope shall be closer than the distances required in Section 24D(b) from the natural boundary and the face of the landfill slope must be adequately protected against erosion from floodwaters. The area raised by landfill shall have a border, exclusive of any side slope, of not less than fifteen (15) feet measured perpendicular from the outside edge of the building. Any structural erection shall be accomplished by construction of reinforced concrete bearing walls.

24F. In Addition to the above requirements, suitably designed training walls at the head of the alluvian fans are to be constructed to prevent watercourse from breaking out of present channel. By "suitably designed" it is meant designed by a professional engineer competent in river channel hydraulics and engineering. The Developer will be responsible for the construction and the maintenance of the training walls, and for obtaining any rights-of-way necessary for said construction and maintenance.

25. Binding Effect

This contract shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

26. Joint and Several

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

A Public Hearing on this Agreement was held on the 14th day of June, 1976.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement this 5th day of June, 1976.

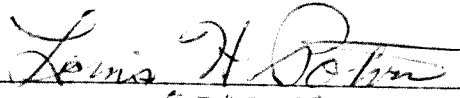
The Corporate Seal of the)
SQUAMISH-LILLOOET REGIONAL DISTRICT)
was hereunto affixed in the presence of:)
)
)
_____)
)
)
_____)

The Corporate Seal of THE CANADA TRUST)
COMPANY was hereunto affixed in the)
presence of:)
)
)
W. Brown)
_____)
VANCOUVER, PERSONAL TRUST DEPT)
VANCOUVER BRANCH)
A. Brown)
_____)
TRUST OFFICER, VANCOUVER BRANCH)

The Corporate Seal of H.J. DEVELOPMENTS)
LTD. was hereunto affixed in the)
presence of:)
)
)
James H. Peterson)
_____)
PRESIDENT)
)
_____)

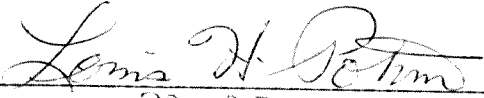
APPROVED AS TO
FORM AND CONTENT.....

The Corporate Seal of HEATHER JEAN
ESTATES LTD. was hereunto affixed in
the presence of:



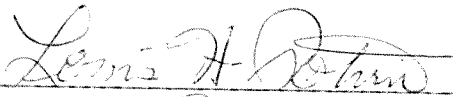
SECRETARY

The Corporate Seal of HEATHER JEAN
ESTATES NO. 2 LTD. was hereunto affixed
in the presence of:



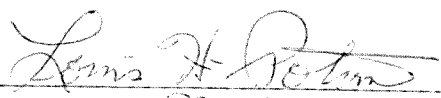
PRESIDENT.

The Corporate Seal of HEATHER JEAN
ESTATES NO. 3 LTD. was hereunto affixed
in the presence of:



PRESIDENT.

The Corporate Seal of HEATHER JEAN
PROPERTIES LTD. was hereunto affixed
in the presence of:



PRESIDENT.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that,

on the 31 day of May 19 76

at Pemberton

in the Province of British Columbia,

Louis H. Potvin

~~(whose identity has been proven by the evidence of oath of~~

who is) personally known to me, appeared before me and
acknowledged to me that he is the President

of Heather Jean Estates No. 3 Ltd.

and that he is the person who subscribed his name to the
annexed instrument as President

of the said Company

and affixed the seal of the Company

to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal
to the said instrument, and that such corporation is legally
entitled to hold and dispose of land in the Province of
British Columbia.


IN TESTIMONY WHEREOF

I have hereunto set my hand and seal of office,

at Pemberton

in the Province of British Columbia, this

31 day of May , 19 76


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

NOTE — Where the person making the acknowledgment is personally
known to the officer taking the same, strike out the words in
parenthesis.

MACK PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. ©
LAW AND COMMERCIAL STATIONERS FORM No. 92

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 8 day of June , 19 76 ,
at City of Vancouver , in the Province of British Columbia,

~~(whose identity has been proven by the evidence of~~
oath of IVO JACK BROWN , who is) personally known to me,
appeared before me and acknowledged to me that he is the TRUST OFFICER, VANCOUVER BRANCH
of THE CANADA TRUST COMPANY

who subscribed his name to the annexed instrument as TRUST OFFICER, VANCOUVER BRANCH
THE CANADA TRUST COMPANY , and that he is the person
of the said
and affixed the seal of the-

THE CANADA TRUST 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 City of Vancouver, in the Province of
British Columbia, this 8 day of June
one thousand nine hundred and seventy -six.


A Notary Public in and for the Province of British Columbia

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that,

on the 31 day of May 19 76

at Pemberton

in the Province of British Columbia,

Louis H. Potvin

~~(whose identity has been proven by the evidence of oath of~~

who is) personally known to me, appeared before me and
acknowledged to me that he is the President

of H.J. Developments Ltd.

and that he is the person who subscribed his name to the
annexed instrument as President

of the said Company

and affixed the seal of the Company

to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal
to the said instrument, and that such corporation is legally
entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY WHEREOF

I have hereunto set my hand and seal of office,
at Pemberton

in the Province of British Columbia, this

31 day of May , 19 76



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

NOTE — Where the person making the acknowledgment is personally
known to the officer taking the same, strike out the words in
parenthesis.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that,

on the 31 day of May 19 76

at Pemberton

in the Province of British Columbia,

Louis H. Potvin

~~(whose identity has been proven by the evidence of oath of~~

who is) personally known to me, appeared before me and
acknowledged to me that he is the President

of Heather Jean Estates Ltd.

and that he is the person who subscribed his name to the
annexed instrument as President

of the said Company

and affixed the seal of the Company

to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal
to the said instrument, and that such corporation is legally
entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY WHEREOF

I have hereunto set my hand and seal of office,

at Pemberton

in the Province of British Columbia, this

31 day of May , 19 76



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

NOTE — Where the person making the acknowledgment is personally
known to the officer taking the same, strike out the words in
parenthesis.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that,

on the 31 day of May 19 76

at Pemberton

in the Province of British Columbia,

Louis H. Potvin

~~(whose identity has been proven by the evidence of oath of~~

who is) personally known to me, appeared before me and
acknowledged to me that he is the President

of Heather Jean Properties Ltd.

and that he is the person who subscribed his name to the
annexed instrument as President

of the said Company

and affixed the seal of the Company

to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal
to the said instrument, and that such corporation is legally
entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY WHEREOF

I have hereunto set my hand and seal of office,
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parenthesis.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that,

on the 31 day of May 19 76

at Pemberton

in the Province of British Columbia,

Louis H. Potvin

~~(whose identity has been proven by the evidence of oath of~~

who is) personally known to me, appeared before me and
acknowledged to me that he is the President

of Heather Jean Estates No. 2 Ltd

and that he is the person who subscribed his name to the
annexed instrument as President

of the said Company

and affixed the seal of the Company

to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal
to the said instrument, and that such corporation is legally
entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY WHEREOF

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at Pemberton

in the Province of British Columbia, this

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

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parenthesis.

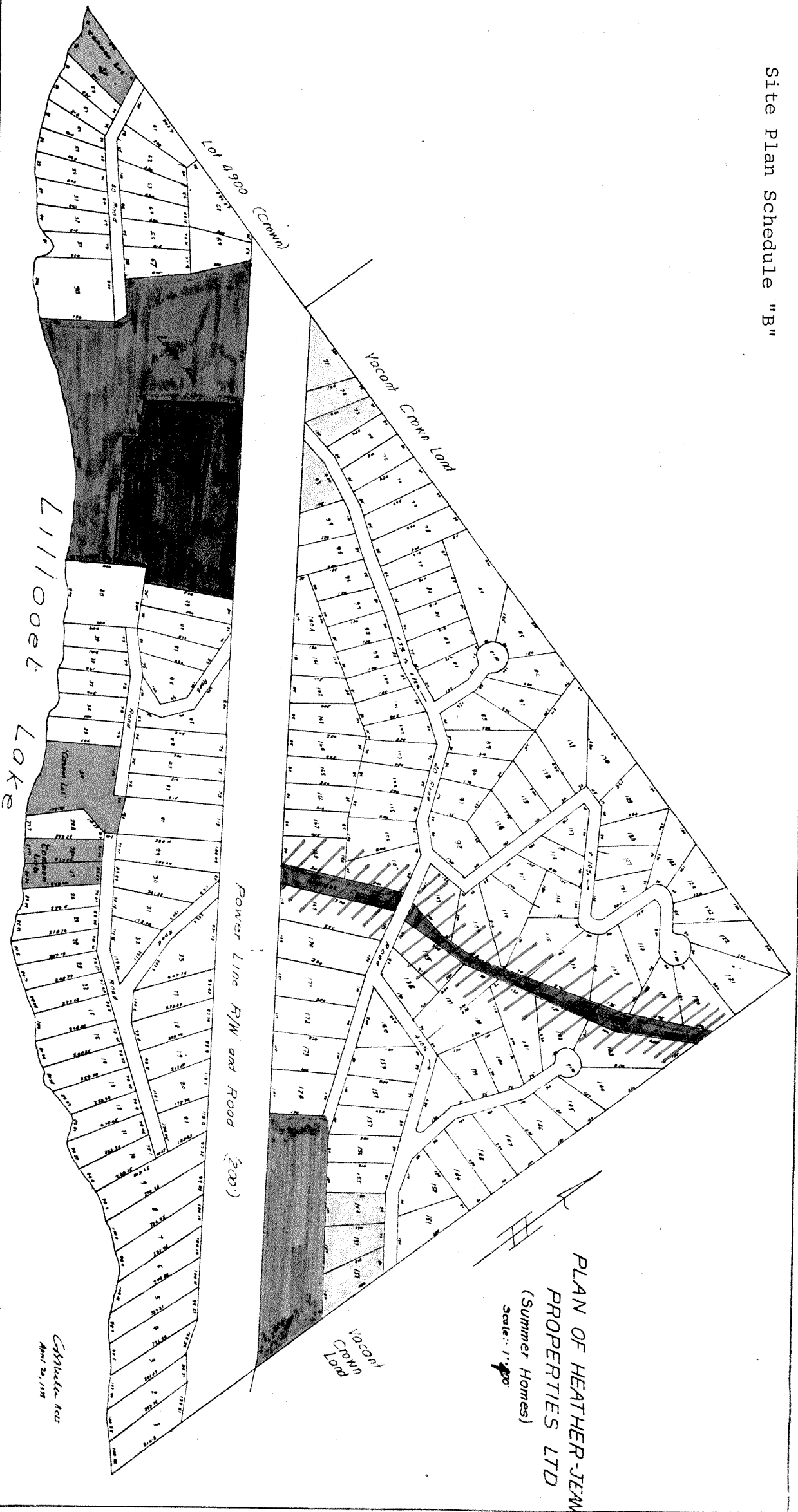
SCHEDULE "A"

1. Trust Agreement between Beneficial Owners and
Trustee dated September 13, 1973.
2. Trust Agreement between Beneficial Owners and
Trustee dated October 11, 1974.
3. Trust Agreement between Beneficial Owners and
Trustee dated October 11, 1974.

SCHEDULE "B"

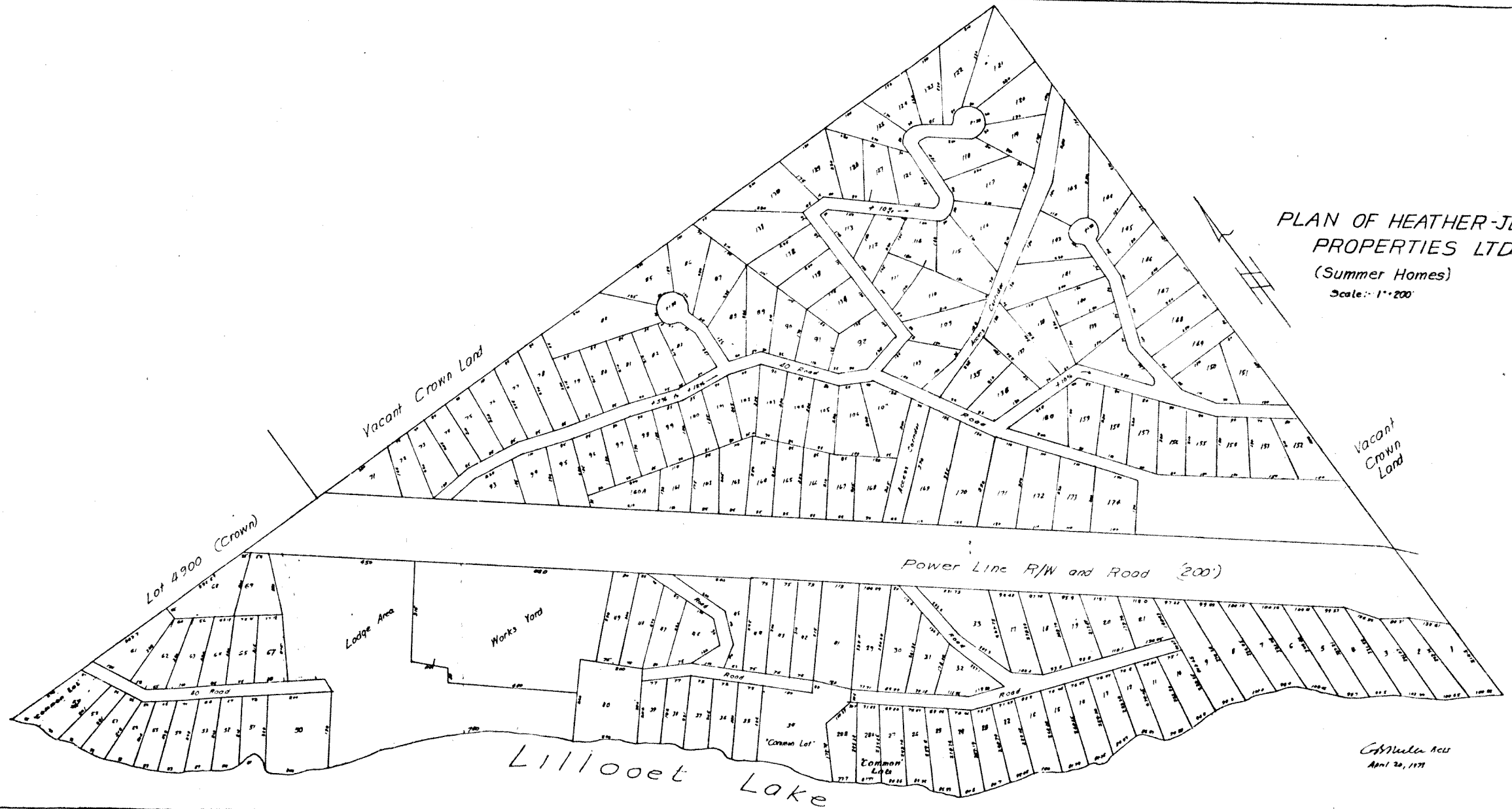
Site Plan attached.

Site Plan Schedule "B"



City of Vancouver
April 22, 1977

PLAN OF HEATHER-JEAN
PROPERTIES LTD
(Summer Homes)
Scale: 1"=200'



G. Miller Acft
April 20, 1971

SCHEDULE "C"

USES AND RESTRICTIONS

I. Commercial Sites

1. Permitted Uses

Use of Land, buildings and structures on Commercial Sites
is restricted to:

- (a) Retail Stores;
- (b) Business and Professional Offices;
- (c) Banks;
- (d) Post Offices;
- (e) Medical and Dental Clinics;
- (f) Restaurants;
- (g) Bakeshops or Confectioneries whose products are
sold retail on the premises;
- (h) Personal Service Establishments including barbershops,
beauty parlours, shoe repair shops, electric and
electronic shops, laundrettes, laundry and dry-
cleaning shops, florist shops, tailor or dressmaking
shops, and similar uses;
- (i) Theatres;
- (j) Gasoline Service Stations;
- (k) Any of the above uses together with residential use;
- (l) Any Accessory Buildings and Structures accessory to
the uses permitted in clauses (a) to (k) inclusive;

2. Standards and Restrictions

Every use of Land and every building or structure permitted on
a Commercial Site shall conform with the provisions of Sections
2.4.2 to 2.4.9 inclusive of the Regional Zoning By-law.

3. Any person who acquires an interest in any Commercial Site and
who alleges that the enforcement of regulations as to siting, size
or shape of any building or structure would cause him undue hard-
ship may apply to the Regional Board which may, to the extent
necessary to give effect to its determination, exempt such person
and subsequent persons having an interest in such Commercial Site
from the applicable regulation or regulations as to siting, size
or shape. The Beneficial Owners or any one of them shall be a

SCHEDULE "C"

- 2 -

necessary party and deemed to be a co-applicant in any such application to the Regional Board. The decision of the Regional Board shall be final.

4. Change of Use

The Developer may, by written notice to the District, specify that any Commercial Site shall change in use to a Common Site, Greenbelt Area, or Private Site. Any such notice must be given prior to the commencement of any construction on the Site for which such notice is given and, subsequent to such notice, such Site shall be used and conform to the regulations pertaining to the type of Site designated.

II. Common Sites

1. Permitted Uses

The use of Land, buildings and structures on Common Sites is restricted to:

- (a) Community or Recreation Halls or Buildings;
- (b) Parks and Playgrounds;
- (c) Churches, Hospitals, Libraries and other similar uses;
- (d) Accessory Buildings and Structures accessory to the uses permitted in clauses (a) to (c) inclusive;

2. Standards and Restrictions

Every use of Land and every building or structure permitted on a Common Site shall conform with the provisions of Sections 2.5.2 to 2.5.9 inclusive of the Regional Zoning By-law.

- 3. If the Developer alleges that the enforcement of regulations as to siting, size or shape of any building or structure would cause him undue hardship, he may apply to the Regional Board which may, to the extent necessary to give effect to its determination, exempt the Developer and subsequent persons having an interest in such Common Site from the applicable regulation or regulations as to siting, size or shape. The decision of the Regional Board shall be final.

...3.

SCHEDULE "C"

- 3 -

III. Greenbelt Area

1. Permitted Uses

The Greenbelt Area shall not be used for any purpose inconsistent with their use and retention as natural, unimproved areas. No buildings of any nature shall be permitted. To the extent that it is reasonably practical, the Greenbelt Area shall be kept in its natural state, provided always that underground services may be installed under, and pedestrian pathways may be constructed, through the Greenbelt Area.

IV. Lodge Area

1. Permitted Uses

The use of Land, buildings and structures in the Lodge Area is restricted to:

- (a) One (1) Single-Family Dwelling;
- (b) A Lodge, Motel or Hotel, together with such commercial uses as are normally included in the operation of a Lodge, Motel or Hotel;
- (c) Accessory Buildings and Structures accessory to the uses permitted in clauses (a) and (b) above.

2. Standards and Restrictions

- (a) In the event that the Lodge Area is used for Single-Family Residential purposes, every use of Land and every building or structure shall conform with the provisions of Sections 2.2.2. to 2.2.13 inclusive of the Regional Zoning By-law.
- (b) In the event that the Lodge Area is used for the purposes of a Lodge, Motel or Hotel, every use of Land, building or structure permitted shall conform with the provisions of Section 2.5.2 to 2.5.9 inclusive of the Regional Zoning By-law.

SCHEDULE "C"

- 4 -

3. Any person who acquires an interest in any Lodge Area and who alleges that the enforcement of regulations as to siting, size or shape of any building or structure would cause him undue hardship may apply to the Regional Board which may, to the extent necessary to give effect to its determination, exempt such person and subsequent persons having an interest in such Lodge Area from the applicable regulation or regulations as to siting, size or shape. The Beneficial Owners or any one of them shall be a necessary party and deemed to be a co-applicant in any such application to the Regional Board. The decision of the Regional Board shall be final.

V. Private Sites

1. Permitted Uses

The use of Land, buildings and structures on any Private Site is restricted to:

- (a) Single-Family and Two-Family Dwellings,
excluding Mobile Homes;
- (b) Individual Mobile Homes on individual parcels;
- (c) Professional Practice, Home Craft or Occupation;
provided that the use is conducted by the Resident,
excluding Boarder, and is confined to the interior
of a dwelling and does not (i) create a nuisance by
reason of sound, sight or smell; (ii) involve
storage exterior to the dwelling of any materials
used directly or indirectly in the processing or
resulting from the processing of any product of such
craft or occupation; or (iii) involve material or
products that produce inflammable or explosive vapours
or gases under ordinary temperatures;
- (d) Public Utility Buildings or Structures;
- (e) Accessory Buildings and structures accessory to
the uses permitted in clauses (a) to (d) inclusive.

SCHEDULE "C"

- 5 -

2. Standards and Restrictions

Every use of Land and every building or structure permitted on any Private Site shall conform to the provisions of Sections 2.2.2 to 2.2.13 (excluding Section 2.2.3) inclusive of the Regional Zoning By-law, subject as therein provided.

3. Any person who acquires an interest in any Private Site and who alleges that the enforcement of regulations as to siting, size or shape of any building or structure would cause him undue hardship may apply to the Regional Board which may, to the extent necessary to give effect to its determination, exempt such person and subsequent persons having an interest in such Private Site from the applicable regulation or regulations as to siting, size or shape. The Beneficial Owners or any one of them shall be a necessary party and deemed to be a co-applicant in any such application to the Regional Board. The decision of the Regional Board shall be final.

VI. Works Area

1. Permitted Uses

The use of Land, buildings and structures in the Works Area is restricted to:

- (a) Sawmills;
- (b) Building Supply and Lumber Yards;
- (c) Plumbing and Sheet Metal Workshops;
- (d) Welding Shops;
- (e) Machine Shop and Parts Manufacturing;
- (f) Septic Tank Service;
- (g) Public Utility Buildings or Structures inclusive of facilities for exterior storage of supplies and materials and garages for the repair and maintenance of equipment;
- (h) Accessory Buildings and structures accessory to the uses permitted in clauses (a) to (g) inclusive.

SCHEDULE "C"

- 6 -

2. Standards and Restrictions

Every use of Land and every building or structure permitted in the Works Area shall conform with the provisions of Section 2.7.2 to 2.7.10 inclusive of the Regional Zoning By-law.

3. Any person who acquires an interest in the Works Area and who alleges that the enforcement of regulations as to siting, size or shape of any building or structure would cause him undue hardship may apply to the Regional Board which may, to the extent necessary to give effect to its determination, exempt such person and subsequent persons having an interest in such Works Area from the applicable regulation or regulations as to siting, size or shape. The Beneficial Owners or any one of them shall be a necessary party and deemed to be a co-applicant in any such application to the Regional Board. The decision of the Regional Board shall be final.

4. Change of Use and Partition

The Developer may, by written notice to the District, specify that the Works Area shall change in use to Lodge Area. Subsequent to such notice, such Area shall be used and conform to the regulations pertaining to the Lodge Area. The Developer shall be permitted to partition the Works Area prior to making any such application for change in use and to designate any portion of the Works Area as Lodge Area and to leave the remainder of the Works Area designated as such for the uses set forth in this section.

VII. Creek Protection Corridor No.1

1. Permitted Uses

The use of Land in the Creek Protection Corridor No.1 is restricted to:

- (a) Recreation uses.

2. Standards and Restrictions

- (a) Nothing shall be constructed so as to be permanently fixed to the Land or land covered by water;
- (b) There shall be no tree cutting, nor a disturbance of the ground other than that which may be necessary to maintain the required creek access.

SCHEDULE "C"

- 7 -

VIII. Creek Protection Corridor No.2

1. Permitted Uses

The use of Land, buildings and structures in the Creek Protection Corridor No.2 is restricted to the uses permitted for the Common Sites.

2. Standards and Restrictions

No construction shall be permitted until the recommendations of the Piteau Gadsby Macleod Limited report of April 2, 1976 on page 7, item 4, have been acted upon and completed as certified by a geotechnical consultant retained by the Developer at the Developer's expense.

IX. General

1. Consolidation

In the event any person should acquire an interest in any two or more adjoining Sites of the same classification and such person wishes to develop such Sites as one Site, such person shall solicit the consent of the Developer. Upon approving any such consolidation of the Sites the Developer shall forthwith notify the District of such consolidation and forward to the District a map or plan showing the new configuration of such consolidated lot and its proper dimensions. Such map or plan shall be in a form acceptable to the District. Any such consolidated Site shall be treated as one Site for the purposes of Parts I to VI of this Schedule.

SCHEDULE "D"

SCHEDULE OF PERSONS HOLDING ANY REGISTERED INTEREST IN THE LAND AFFECTED
AND WHOSE CONSENTS ARE REQUIRED.

<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
------------------	----------------	-------------------	-------------------------

day of , 1976

AGREEMENT

BETWEEN:

SQUAMISH-LILLOOET
REGIONAL DISTRICT

AND:

THE CANADA TRUST COMPANY

AND:

H.J. DEVELOPMENTS LTD.
HEATHER JEAN ESTATES LTD.
HEATHER JEAN ESTATES NO. 2 LTD.
HEATHER JEAN ESTATES NO. 3 LTD.
HEATHER JEAN PROPERTIES LTD.

W.P. Orobko, Esq.
Barrister & Solicitor
#217 - 2438 Marine Drive
West Vancouver B.C.

Site Plan Schedule "B"

