

Box 219, 1350 Aster Street,
Pemberton, BC V0N 2L0
Ph. 604-894-6371, 1-800-298-7753
F: 604-894-6526
info@slrd.bc.ca www.slrd.bc.ca

August 12 2013

Sirs/Mesdames:

Re: Land Use Contract Bylaw No. 88 regulating (1) Parcel A, District Lot 4901, LLD, Plan 11938, (PID 009-486-895); and (2) District Lot 4901, LLD, except Plans 11938 and EPP10321, PID 013-391-917 ("Lillooet Lake Estate Lands")

This information package is provided to you on behalf of the Squamish-Lillooet Regional District (SLRD) in order to ensure that you are aware of certain matters relating to the geotechnical concerns affecting the use and development of the Lillooet Lake Estate Lands.

As you may be aware, the use and development of the Lillooet Lake Estate Lands is governed by a Land Use Contract (Bylaw No. 88 and amendments) registered in the land title office against title to that parcel under No. M18717. The Land Use Contract imposes certain restrictions and requirements for the development of the Sites.

The SLRD has filed a notice under Section 57 of the *Community Charter* against title to the subject parcel of land in relation to contraventions to the Land Use Contract, and failure to obtain building permits. Enclosed is a copy of the Land Use Contract Bylaw No. 88 and its amendments along with a copy of the SLRD Building Inspector's Report of May 27, 2013 regarding the Notice on Title.

It is important to determine whether or not a site is located within the 200 and 400 foot setback from Cataline Creek. Under the terms of the Land Use Contract (Bylaw No. 88) governing the area and because of the existing geotechnical hazards as initially described in the Piteau Gadsby Macleod Limited Report of April 2, 1976, no dwellings are permitted within 400 feet of Cataline Creek. The permitted uses in Creek Protection Corridor No. 1 and No. 2 are outlined in Schedule C (section VII & VIII) of Land Use Contract Bylaw No. 88. At this time, the Regional District cannot issue building permits for dwellings within 400 feet of Cataline Creek.

ATTACHMENTS

Land Use Contract Bylaw No. 88, 1976
Land Use Contract Amendment Bylaw No. 820, 2003
Land Use Contract Amendment Bylaw No. 1106, 2008
SLRD Building Inspector's Report to the Regional Board- May 27, 2013
Piteau Gadsby Macleod Limited Report - April 2, 1976

Members: District of Squamish, Resort Municipality of Whistler, Village of Pemberton, District of Lillooet, Electoral Areas A, B, C, and D,
located within School Districts No. 48 and No. 74

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 ^{FIRSTLY:} District Lot 4901, Lillooet

H 52306P

District, except that part included in Plan 11938.

886

K2030R

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:
[Signature]

VANCOUVER BRANCH
[Signature]

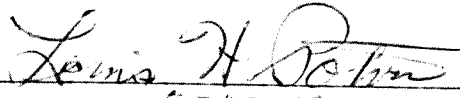
TRUST OFFICER, VANCOUVER BRANCH

The Corporate Seal of H.J. DEVELOPMENTS LTD. was hereunto affixed in the presence of:
[Signature]

PRESIDENT

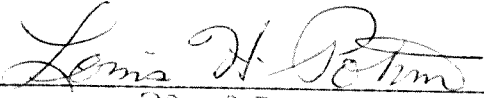
APPROVED AS TO FORM AND CONTENT

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



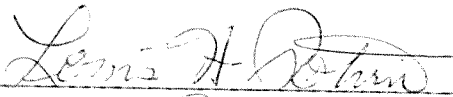
SECRETARY)
_____)

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



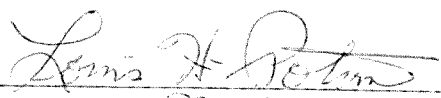
PRESIDENT.)
_____)

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

[Handwritten Signature]

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 8th day of June, 19 76, at City of Vancouver, in the Province of British Columbia,

(whose identity has been proved 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 of 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 8th day of June

one thousand nine hundred and seventy -six.

[Handwritten Signature]
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,

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 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

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.

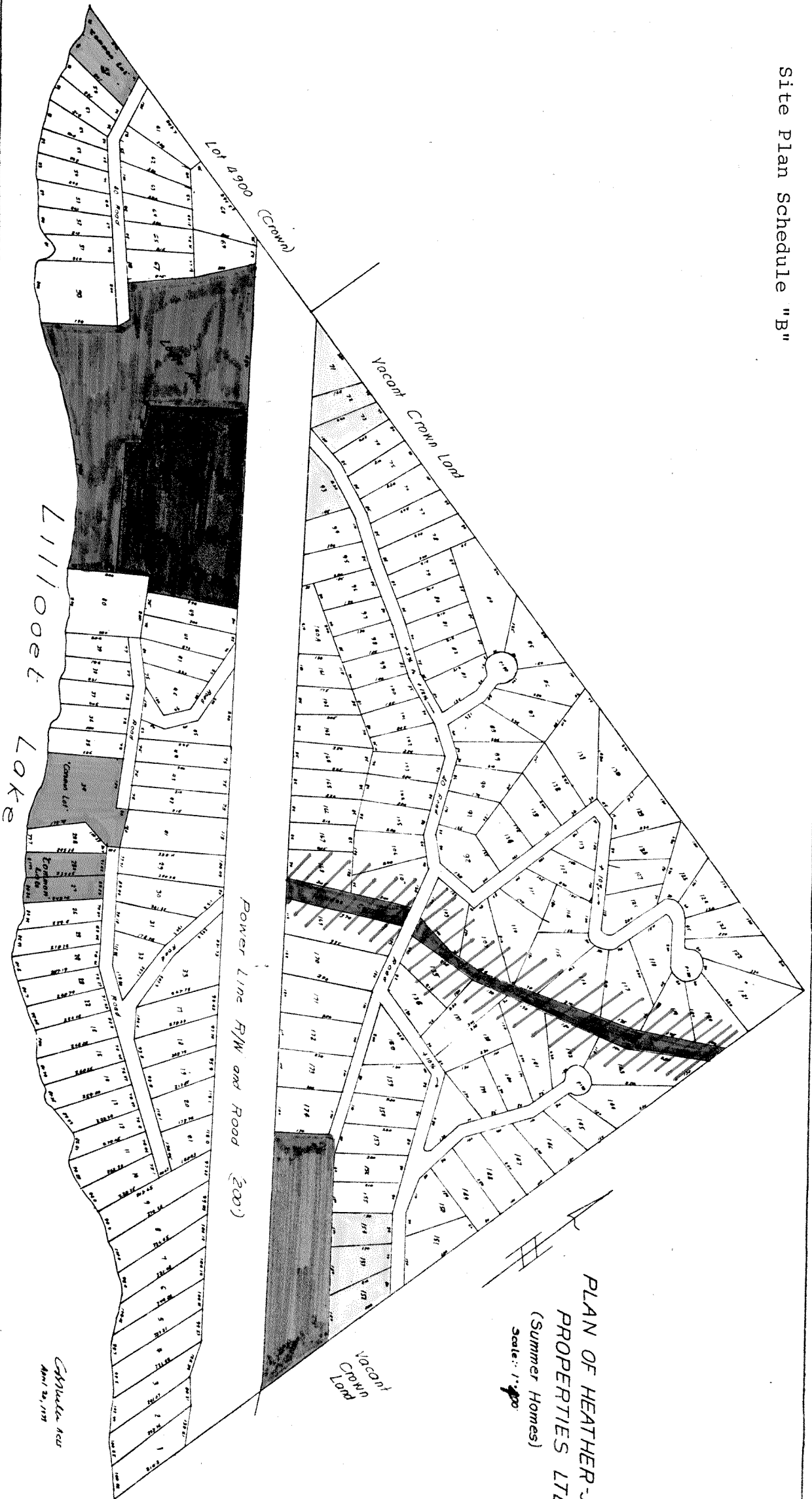
SCHEDULE "A"

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.

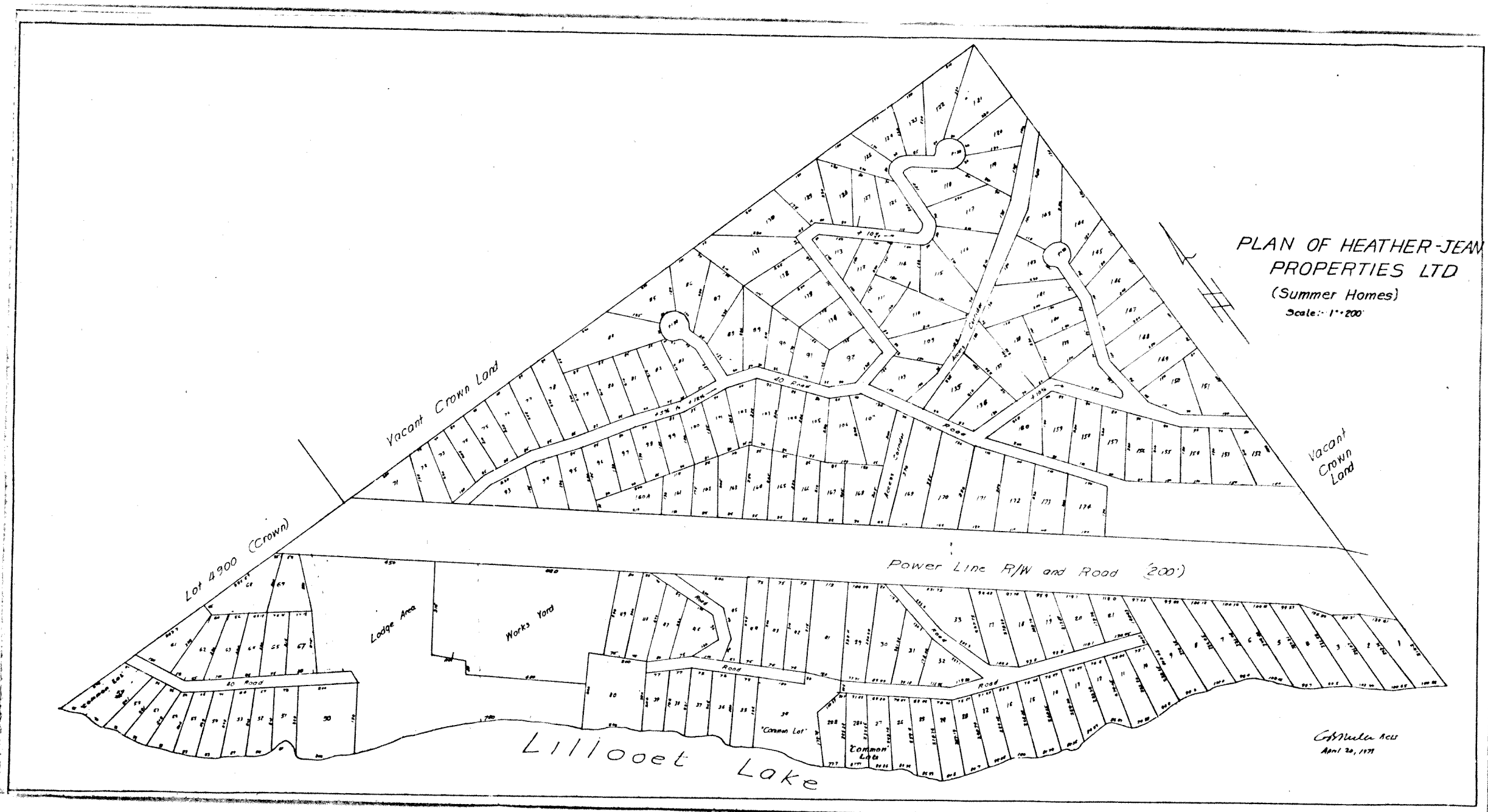
Site Plan Schedule "B"



PLAN OF HEATHER-JEAN
PROPERTIES LTD
(Summer Homes)
Scale: 1"=500'

CHUCKLES INC
April 29, 1977

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



G. Miller Acis
April 26, 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"

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

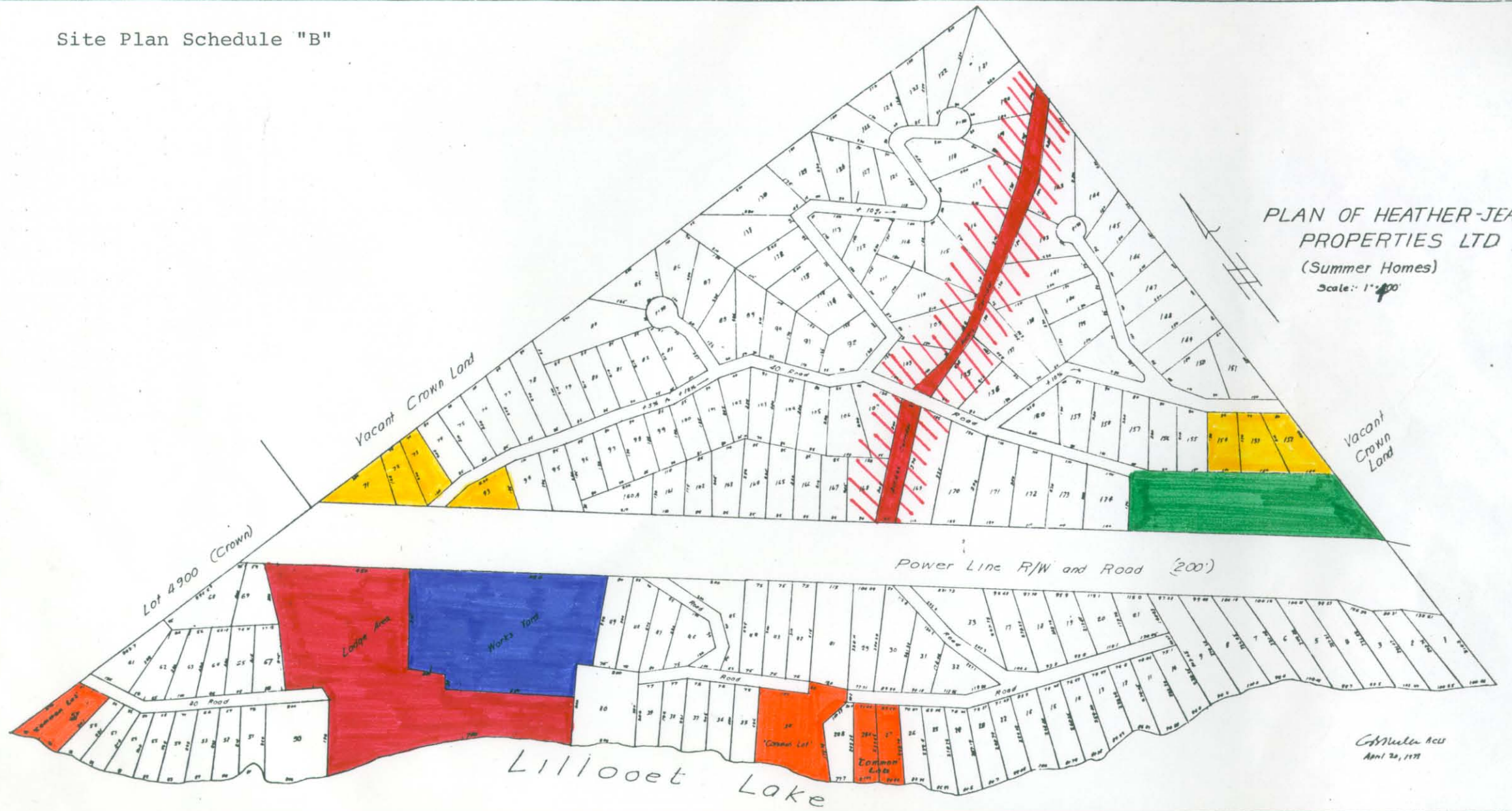
AND :

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"

PLAN OF HEATHER-JEAN
PROPERTIES LTD
(Summer Homes)
Scale: 1" = 400'



C. Miller ACS
April 20, 1978

SQUAMISH-LILLOOET REGIONAL DISTRICT
BYLAW NO. 820-2003

A bylaw of the Squamish-Lillooet Regional District to amend
Squamish-Lillooet Regional District Bylaw No. 88-1976,
Lillooet Lake Estates Land Use Contract.

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

1. This by-law may be cited for all purposes as the "Squamish-Lillooet Regional District Bylaw No. 88-1976, Land Use Contract Amendment Bylaw No. 820-2003".
2. The Squamish-Lillooet Regional District Bylaw 820-2003, is amended as follows:
 - (a) That the Official Site Plan, Schedule B, Bylaw No. 88-1976, is amended by reconfiguring the lot line alignments within the area outlined in heavy black lines on Schedule B, Plan of Heather-Jean Development, Lot 4901, Lillooet Land District, August 24, 1990, which is attached as Appendix 1 and forms part of this bylaw.

READ A FIRST TIME this 26th day of May, 2003
READ A SECOND TIME AS AMENDED this 28th day of April, 2008.

A PUBLIC HEARING WAS HELD, PURSUANT TO SECTION 890 OF THE LOCAL GOVERNMENT ACT, ON THE 15th day of May, 2008

READ A THIRD TIME this 23rd day of June, 2008

APPROVED BY THE MINISTER OF COMMUNITY DEVELOPMENT THIS 22nd day of October, 2008

ADOPTED this 27th day of October, 2008

Russ Oakley
Chair

Paul R. Edgington
Chief Administrative Officer

I hereby certify this to be a true and correct copy of
"Squamish-Lillooet Regional District Bylaw No. 88-1976,
Land Use Contract Amendment Bylaw No. 820-2003".



PLAN OF HEATHER JEAN DEVELOPMENT
 LOT 4901 LILLOOET DISTRICT
 SCALE 1" = 200 FT

Note: Setbacks from Catalina Creek are not accurately depicted on this plan

Appendix 1 to Bylaw 820

THESE AND THE DISTRICT'S ZONING AND SUBDIVISION ACTS
 ARE TO BE READ AND INTERPRETED TOGETHER AS ONE ACT

SQUAMISH-LILLOOET REGIONAL DISTRICT

BYLAW NO. 1106-2008

A bylaw of the Squamish-Lillooet Regional District to amend
Land Use Contract Authorization Bylaw No. 88, 1976
(Lillooet Lake Estates Land Use Contract)

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

1. This bylaw may be cited for all purposes as the "Land Use Contract Authorization Bylaw No. 88, 1976, Amendment Bylaw No. 1106-2008".
2. The Land Use Contract Authorization Bylaw No. 88, 1976, is amended as follows:
 - (a) That the Official Site Plan, Schedule B, Bylaw No. 88, 1976, is amended by reconfiguring the lot line alignments within the area outlined in heavy lines on Plan of Heather-Jean Development, Lot 4901, Lillooet Land District, prepared by G.B. Miller, BCLS on June 18, 2008, which is attached as Appendix 1 and forms part of this bylaw.
 - (b) That the sites within the area outlined in heavy lines on Appendix 2 to this Bylaw be designated as follows:
 - a. Sites 2A, 3B, 4C, 5D, 6E, 7F, 8G, 9I, 10J, 11K, 12L, 13M, 14N, 15O, and 16 are designated residential
 - b. Site 50d is designated office – residence
 - c. Site 9H is designated shop/recreation site.

READ A FIRST TIME this 29th day of September, 2008

READ A SECOND TIME as amended this 16th day of December, 2008

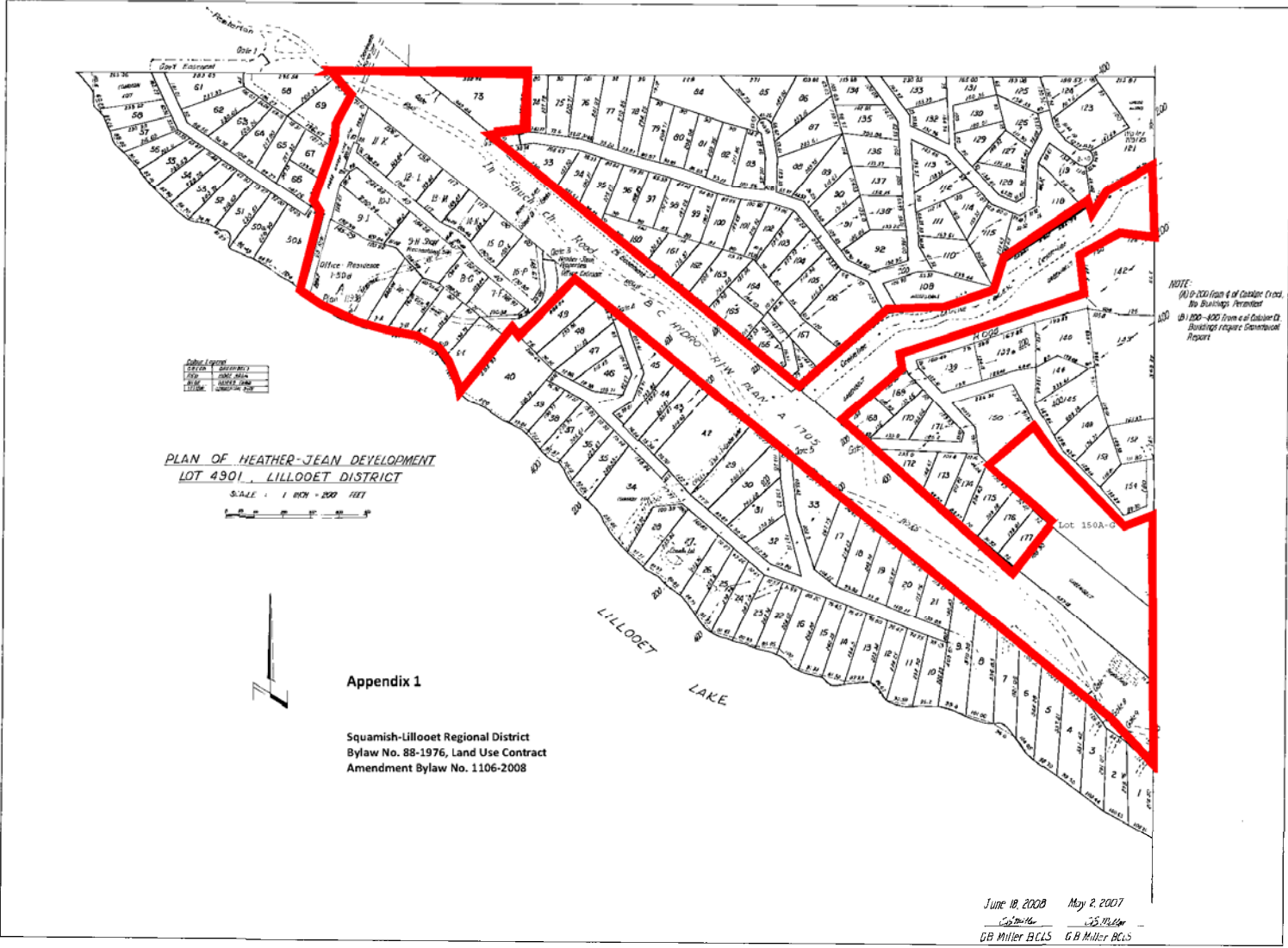
A PUBLIC HEARING WAS HELD, PURSUANT TO SECTION 890 OF THE LOCAL GOVERNMENT ACT, ON THE 26th day of January, 2009

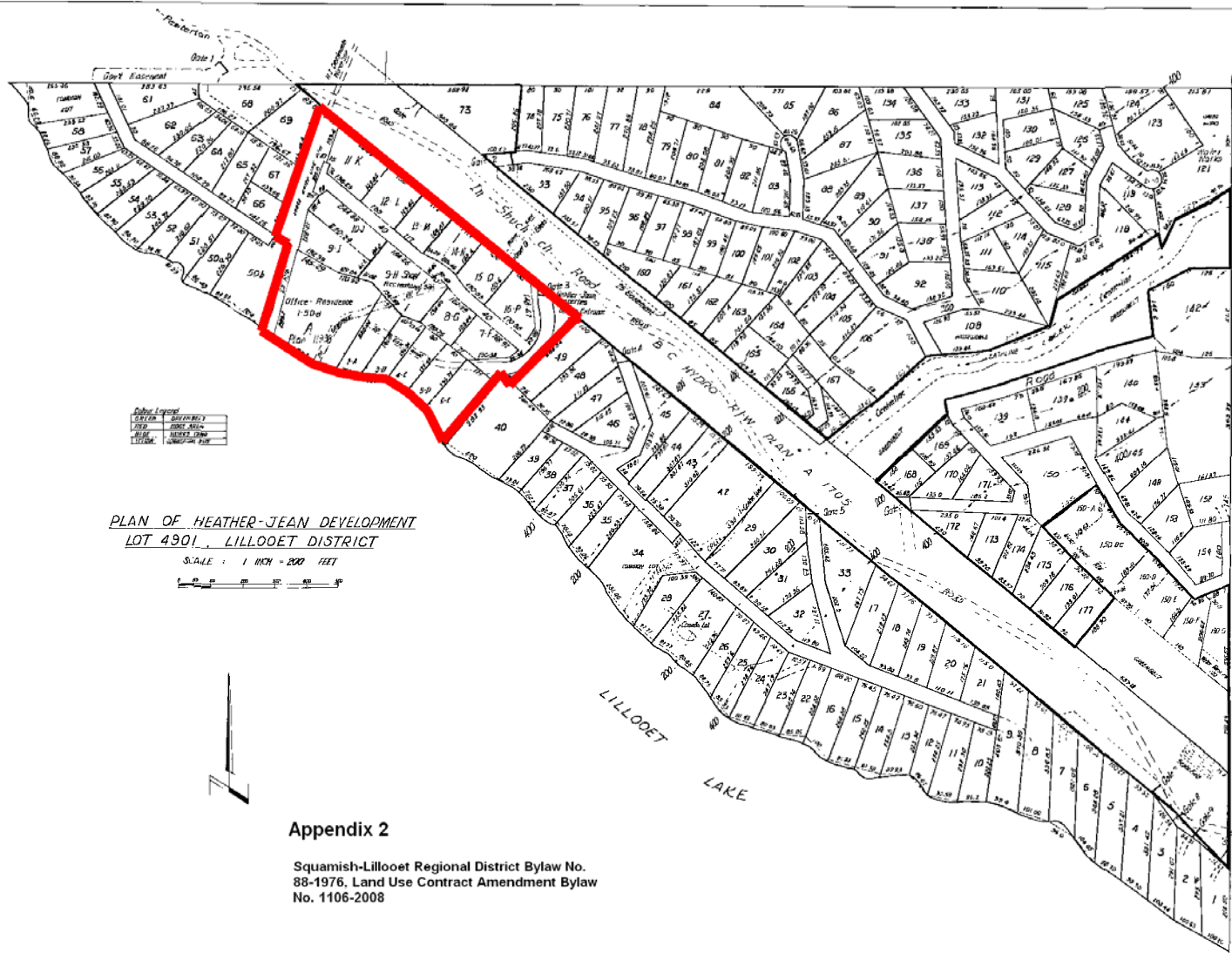
READ A THIRD TIME this 9th day of March, 2009

ADOPTED this 26th day of March, 2012

Susan Gimse
Chair

Peter DeJong
Secretary





Color Legend

GREEN	EXISTING
YELLOW	PROPOSED
RED	STREET
BLACK	BOUNDARY

**PLAN OF HEATHER-JEAN DEVELOPMENT
LOT 4901, LILLOOET DISTRICT**

SCALE: 1 INCH = 200 FEET

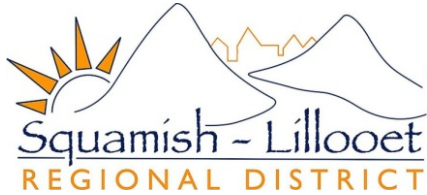


NOTE:
 (A) 5-200 from 4 of Existing Code.
 No Buildings Permitted
 (B) 1800-8000 from 4 of Existing Code.
 Buildings require Geotechnical
 Report

Appendix 2

Squamish-Lillooet Regional District Bylaw No.
 88-1976, Land Use Contract Amendment Bylaw
 No. 1106-2008

June 18, 2008 May 2, 2007
 G.B. Miller BCWS G.B. Miller BCWS



REQUEST FOR DECISION

Notice on Title – Construction contrary to Building Bylaw regulations and Land Use Contract – Bylaw No. 88, 1976 at Lillooet Lake Estates

Meeting Date: May 27, 2013

To: SLRD Board

Property Owner: DL 4901 Lillooet Lake Holdings Co. Ltd.

Location: Area C

Civic Address: Lillooet Lake Estates

Legal Description: District Lot 4901 Lillooet District Except Plans 11938 and EPP10321
PID 013-391-917

RECOMMENDATION:

THAT pursuant to section 57 of the *Community Charter* a Notice on Title be filed with the land title office with respect to the property legally described as District Lot 4901 Lillooet District Except Plans 11938 and EPP10321 PID 013-391-917 indicating that the SLRD Board has passed a resolution under section 57 of the *Community Charter* with respect to that property, and

THAT further information regarding the Notice on Title may be inspected at the offices of the Squamish-Lillooet Regional District, located at 1350 Aster Street, Pemberton, BC, between the hours of 8:00 am and 4:30 pm, Monday through Friday, except Statutory Holidays.

KEY ISSUES/CONCEPTS:

1. Currently there are only two legal parcels at the site, both of which are owned by a holding company – DL 4901 Lillooet Lake Holding Company Ltd. This holding company is jointly comprised of the Heather Jean Developments group (the original developer) and the Lillooet Lake Estates group (established in the previous decade). Both of these groups represent shareholders who are not property owners, but who have bought shares that give them access to a building site that is located on one of the two legal parent parcels. This report addresses certain contraventions of both Land Use Contract Bylaw No. 88, 1976 and Building Bylaw No. 863, 2003 within one of the legal parcels at Lillooet Lake Estates.

2. Building Bylaw No. 863, 2003 (and predecessor building bylaws) prohibit construction on lands within the boundaries of the Regional District of certain buildings and structures unless a *building official* has issued a permit for the work.
3. Land Use Contract Bylaw No. 88, 1976 was adopted on March 28, 1977 and established regulations regarding the development of the lands identified in the Bylaw, which have become known as Lillooet Lake Estates.
4. Cataline Creek poses a significant geotechnical hazard to the area near the creek as documented in the Piteau Gadsby Macleod Limited report dated April 2, 1976 and referenced in Land Use Contract Bylaw No. 88.
5. The Land Use Contract does not permit buildings to be constructed within the area described as Creek Protection Corridor No. 1 (within 200' of the creek). This would include twenty-two (22) sites: 27, 28, 29, 30, 34, 42, 43, 106, 108, 110, 115, 118, 119, 121, 139, 139a, 140, 142, 166, 167, 168 and 169.
6. The Land Use Contract does not permit construction within Creek Protection Corridor No. 2. (between 200' and 400' of the creek) until such time as suitable 'training walls' have been completed for Cataline Creek, and then the future construction is limited to those uses permitted for the Common Sites. This would include thirty-four (34) sites: 24, 25, 26, 31, 32, 33, 35, 36, 37, 44, 45, 91, 92, 104, 105, 111, 112, 114, 123, 124, 125, 126, 127, 128, 138, 143, 144, 145, 150, 164, 165, 170, 171 and 172.
7. There are a total of fifty-six (56) sites within, or partially within Creek Protection Corridors No 1. and No. 2.
8. There are thirty-eight (38) sites within the Creek Protection Corridors No. 1 and No. 2 that have existing buildings or structures (as documented by staff on September 18, 2012) that are in contravention of Land Use Contract Bylaw No. 88, shown on the Site Map attached to this report as being within 400' of either side of Cataline Creek.

RELEVANT POLICIES:

1. Pursuant to sections 57(1) to (3) of the *Community Charter* which is applicable pursuant to section 695 of the *Local Government Act*.
 - (1) A building inspector may recommend to the [board] that it consider a resolution under subsection (3) if, during the course of carrying out duties, the building inspector
 - (a) observes a condition, with respect to land or a building or other structure, that the inspector considers

- (i) results from the contravention of, or is in contravention of,
 - (A) a [regional district] bylaw,
 - (B) a Provincial building regulation, or
 - (C) any other enactment

that relates to the construction or safety of buildings or other structures, and

- (ii) that, as a result of the condition, a building or other structure is unsafe or is unlikely to be usable for its expected purpose during its normal lifetime, or

(b) discovers that

- (i) something was done with respect to a building or other structure, or the construction of a building or other structure, that required a permit or an inspection under a bylaw, regulation or enactment referred to in paragraph (a) (i), and
- (ii) the permit was not obtained or the inspection not satisfactorily completed.

(2) A recommendation under subsection (1) must be given in writing to the corporate officer, who must

(a) give notice to the registered owner of the land to which the recommendation relates, and

(b) after notice under paragraph (a), place the matter before the [board].

(3) After providing the building inspector and the owner an opportunity to be heard, the [board] may confirm the recommendations of the building inspector and pass a resolution directing the corporate officer to file a notice in the land title office stating that

(a) a resolution relating to that land has been made under this section, and

(b) further information about it may be inspected at the [regional district] hall.

Pursuant to section 57(5), on receipt of such a notice and the prescribed fee, the land title registrar must make a note of the filing against the title to the land that is affected by the notice.

2. Building Bylaw No. 863, 2003, Section 6.1

6.1 No person shall commence or continue any construction, alteration, reconstruction, demolition, removal, relocation or change the *occupancy* of any *building* or *structure*, including excavation or other work related to construction unless a *building official* has issued a permit for the work.

3. Land Use Contract Bylaw No. 88, 1976, Schedule A,

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

24D - "...no building or part thereof shall be constructed, altered, moved, or extended, nor shall any mobile home, mobile unit or structure be located; (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 alluvial fan watercourses, nor within twenty-five (25) feet of the natural boundary of Lillooet Lake."

Schedule "C" 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 Restriction (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" 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 Gadby 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.

Schedule "C" II. Common Sites – 1. Permitted Uses "The use of Land, building and structures on Common Sites is restrict 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;"

STRATEGIC RELEVANCE:

By filing a notice in the land title office under section 57, the Regional District is able to provide notice to persons interested in the property who search title to the property (such as prospective purchasers and lenders) that a resolution has been passed under section 57 of the *Community Charter* and that they may inspect further information respecting the resolution, in particular, construction within the Creek Protection Corridors that is contrary to the Land Use Contract Bylaw and the Building Bylaw.

It is important to note that the Land Use Contract Bylaw is already registered against title to the subject property. As such, persons dealing with the property area are already in a position to search title and review the Land Use Contract Bylaw in order to determine whether a building or structure is constructed within a Creek Protection Corridor or otherwise contrary to the Land Use Contract Bylaw. Filing a section 57 notice in the land title office provides a specific notice to persons searching title that there is a Bylaw contravention, that a resolution has been passed under section 57 and that further information may be obtained from the Regional District.

DESIRED OUTCOME(S):

Help to ensure that persons dealing with the property are aware of the hazard in relation to the subject buildings and structures by filing the contemplated Notice.

RESPONSE OPTIONS:

1. File a Section 57 *Community Charter* Notice in the land title office with respect to the property as contemplated in this Report.
2. Not file a Section 57 *Community Charter* Notice in the land title office.

PREFERRED STRATEGY:

File a Section 57 *Community Charter* Notice in the land title office with respect to the property indicating that a resolution has been passed under section 57 and that further information about the Notice may be inspected at the Regional District office.

FOLLOW UP ACTION:

Advise the property owner of the decision. The Corporate Officer to file the contemplated section 57 *Community Charter* Notice in the land title office.

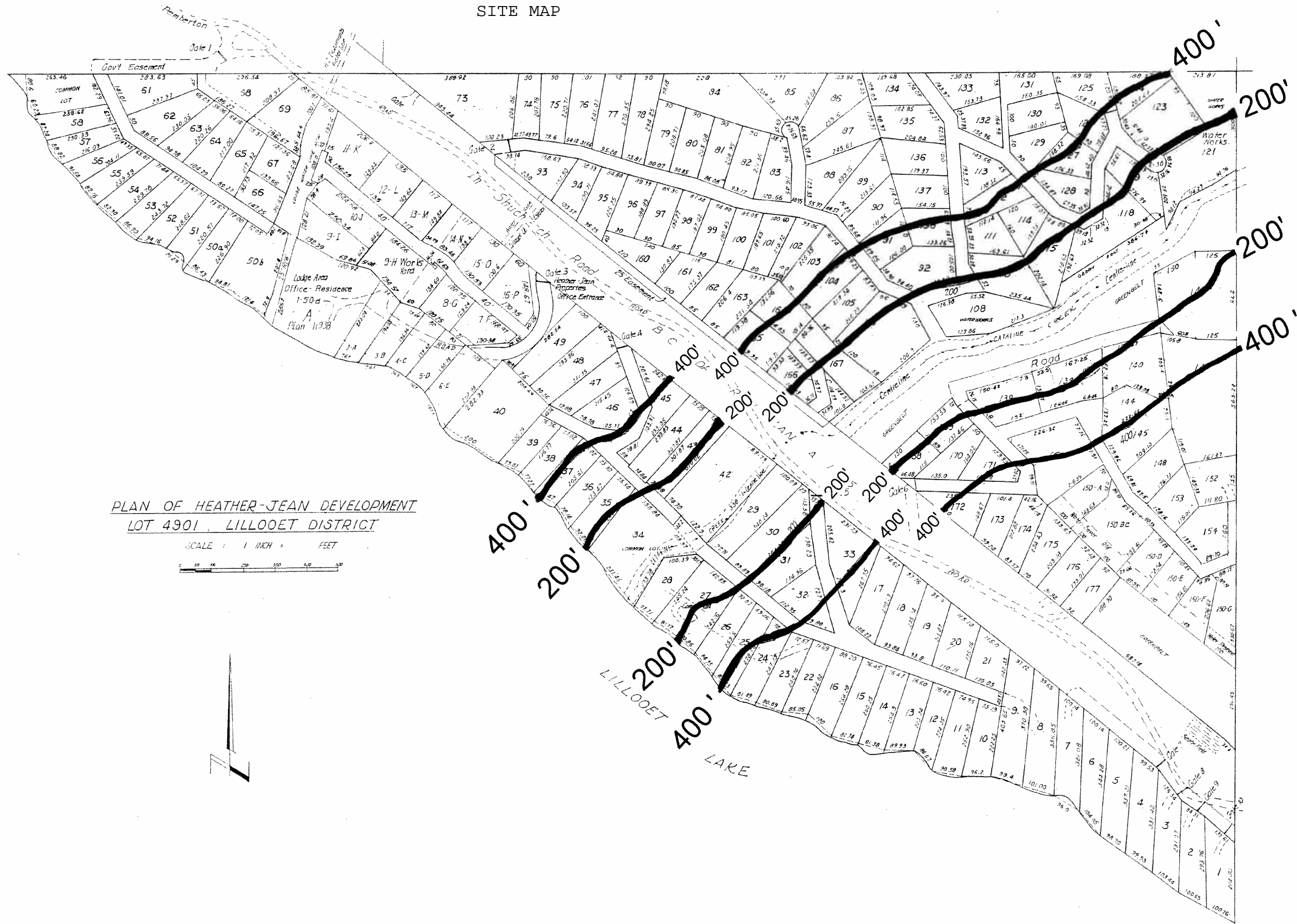
COMMUNICATION:

1. In accordance with the requirements of section 57(2), notice has been given to the registered owner of the subject property of the recommendation contained in this Report, along with a copy of the Report, indicating to the owner that they shall be afforded an opportunity to be heard before the Board decides whether or not to pass the resolution recommended in this Report.
2. If the Board passes the resolution contemplated in this Report, the corporate officer shall file the contemplated Notice in the land title office and provide a letter to the property owner notifying them of the Board's decision.

ATTACHMENTS: Site Map

Submitted by:	Belinda Moen, Building Inspector
Endorsed by:	Kimberly Needham, Director of Planning and Development
Reviewed by:	Lynda Flynn, Chief Administrative Officer

SITE MAP



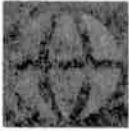
PLAN OF HEATHER-JEAN DEVELOPMENT
LOT 4901, LILLOOET DISTRICT

SCALE: 1 INCH = FEET



May 2, 2007

G.B. Miller
G.B. Miller BCLS



PITEAU GADSBY MACLEOD LIMITED

GEOTECHNICAL CONSULTANTS
1405 BEWICK AVENUE
NORTH VANCOUVER B.C.
V7M 1C7
(604) 430-1851

WILLIAM L. BROWN
JOHN W. GADSBY
GRAEME MACLEOD
DOUGLAS B. PITEAU
ROBERT A. SPENCE

76-052

April 2, 1976

Mr. Louis H. Potvin
Heather Jean Properties Ltd.
Box 220
Pemberton, British Columbia

Subject: Proposed Development on the Northeast Shore
of Lillooet Lake above the Forestry Road

Dear Sir:

Further to discussions concerning your proposed development with Mr. G. Miller of Miller Engineering Surveys Ltd., and yourself, and the subsequent visit to the site by myself on March 16, 1976, described in the following are our general findings and recommendations.

We understand that we are to be concerned with geotechnical problems related to residential development above the main forestry road only.

Shown in Figure 1 are Photos 1 to 21 which indicate some of the salient features of the site. The triangular-shaped property in question is located on a relatively well developed, moderately sloping alluvial fan. As indicated in Photo 1 in Figure 1, the north side of the property is parallel and close to the north extent of the general fan limits. The east side of the property is parallel to the east side of the fan, but a considerable distance from it. The distance from the forestry road to the top of the property is about 1,600 feet and from the top of the property to the mouth of the tributary valley another 600 feet. The topography of the area and the related potential surface water flow lines are given in Figure 2.

1. Earlier Study

In an earlier letter report dated January 5, 1973, concerning the area in the southeast corner of the property between the main forestry road and the lake front, we were asked

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to comment on the possibility of hazardous rockfalls or landslides occurring in the area. We indicated "that the possibility of your proposed property development below the road being jeopardized by either massive deep-seated landslides or rockfalls resulting from normal static loads is remote".

2. Engineering Geology of the Site

i) Geological History

The precipitation catchment area of the tributary valley is relatively small as indicated in Photo 1, the plan area being less than 5 times larger than the area of the fan. A direct relationship has been found to exist between the size and slope of alluvial fans and the size and nature of the drainage basins from which the alluvial fan material originates. It appears that large deep tributary valleys have wide fans of gently inclined slopes, whereas small shallow valleys produce small fans with steeply inclined slopes. This particular site appears to approximate more the latter conditions.

The tributary valley (see Photo 1) from which the alluvial fan originates was essentially formed pre-glacially and/or inter-glacially by stream erosion and has been modified by glacial action during the different stages of ice advance. The existing fan itself appears to have commenced development during late glacial times, probably when a large quantity of ice was still present.

The materials that make up the alluvial fan originates from glacial depositional sources and from debris from mechanical mass wasting of the bedrock walls of the tributary valley. The former consists of an assortment of erratics, glacial drift and/or glacial outwash materials. The latter consists of talus, scree, slide debris and other slope forming materials that find their way into the bottom of the tributary valley.

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During the glacial waning period erosional processes in the tributary valley act rapidly. In early post-glacial times the valley slopes are essentially bare of vegetation and the geomorphic process is extremely dynamic until the forest cover and other weathering and erosion retarding agents become effective. Once the growth of vegetation becomes established in the valley, the various forms of mass wasting such as mudflows, debris flows, rock slides, frost action and general sloughing, although still active, are considerably reduced. Glacial debris, because of the ease of erosion and relatively limited supply of this material, quickly dissipates in the more susceptible areas. More protected localities and areas with extremely deep and/or tougher less erodable deposits eventually sustain abundant vegetation.

Evidence in other localities, such as the Fraser Canyon, Bonaparte, Thompson and Similkameen Valleys, indicate that the alluvial fans were almost completely formed some 7000 years ago. This is due to the fact that the supply of immediately available glacial materials in the valleys is virtually exhausted and that vegetation (see Photo 1) has significantly retarded mass wasting processes in the tributary valley in more recent years.

The amount of material which is transported to the fan during the post-glacial times probably decreases in a somewhat exponential manner. Hence, within a relatively short period the bulk of the aggradational process which takes place in early post-glacial times is completed, and the fan geometry relative to aggradation essentially becomes static. Thus, the geomorphic process eventually changes from one of aggradation (building up of a surface by deposition) to one of degradation (lowering of the land surface by erosion). During the degradational process fan dissection by the tributary stream develops. The alluvial fan at the property is presently being dissected by the downcutting action of the parent tributary stream, which is the basic degradational erosion process acting on the site at present.

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The headwaters of the stream in the upper reaches of the tributary valley appear, for a large part, to have worn down the drainage areas which feed the fan. Hence, both the loads and gradient of the stream have been considerably reduced. When this occurs, the stream flowing across the fan usually starts to cut down through the alluvium and debris material as is evident at present. Thus, a crude interlacing network of braided channels now exists in the middle of the fan area. As explained further on in this report, some of these channels are completely dry and appear to have become isolated from the main stream system many years ago.

ii) Bedrock Terrain Conditions

Massive sound granodiorite, quartz-diorite and related rocks form the bedrock in the steep mountain slopes, and accordingly the tributary valley, immediately upslope of the fan. Helicopter inspection of the area in 1972 indicates that small tension cracks, occurring along pre-existing joint planes, are present at the crest of the mountain slope. This is not an uncommon feature in steep, glaciated terrain and should not be cause for alarm. Cirque and cirque-like features are evident in both the head and sides of the tributary valley (see Photo 1). Except for one shallow, tabular slide occurring on the southeast wall of this valley, however, obvious scars and other evidence of major slides are not apparent. Recent avalanche scars are evident in the valley (see Photo 1) and a few deep snow-filled avalanche slide chutes were observed during my recent visit (see Photo 4).

As indicated in Photo 3, the frontal slopes of the mountain on both sides of the tributary valley consists of high talus slopes which are, for the greatest part, heavily timbered. Large blocks are evident at the base of the slope, but broken or even scarred trees due to rockfalls are not evident in the lower reaches of the slope. Large trees are dispersed throughout

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the blocks and in some instances, as indicated in Photo 21, trees are growing on the blocks themselves. Because of the vegetal cover, general topographic setting and other evidence relating to potential rockfall, the probability of rockfalls reaching the proposed development area is small.

iii) Overburden Terrain and Creek Channel Conditions

In the lower reaches of the area in the vicinity of the forestry road the overburden material forming the fan is generally extremely coarse alluvium, consisting of coarse gravel, cobbles and boulders. Most of the material in the lower reaches are round to subround due to stream abrasive action. East of the location where the creek crosses the road, there are deep, well developed deposits of cobbles and boulders (see Photos 17 and 18).

Occasional large subrounded to subangular blocks, which have undergone only minor abrasive action, are evident in the lower reaches of the fan area near the forestry road, etc. It is unlikely that these blocks rolled to their present location under existing conditions for reasons which are explained earlier. These blocks appear to be erratics which have been dropped by the ice during recession of the glacial ice. Or they were transported to their present location during early post-glacial times when mud flows, debris flows and considerably more surface water from the melting ice tended to carry the large blocks long distances from the tributary valley. Evidence of such blocks are shown in Photos 12 and 20.

In the upper reaches of the creek the overburden material exposed along the creek is much finer, highly mixed and unsorted. In the first 300 feet to 400 feet of the creek, where the creek is well entrenched and exposures are good, the overburden material appears to have originated from debris flows and/or mud flows. Photographs starting at the mouth of the tributary valley and heading down the creek towards the forestry road are shown consecutively from the top to the bottom of the creek in Photos 5 to 15.

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As indicated in Photo 6 (in the upper part of the creek) and Photo 9 (about half way down the creek), the creek in some sections of the fan is well entrenched. However, in some sections of the creek, large boulders have either blocked the creek (see Photo 8) or are constricting the creek (see Photo 10). The significance of the boulders blocking the channel in Photo 8 is readily apparent in that the creek channel immediately upstream is virtually non-existent (see Photo 7).

In the area between the forestry road and some 200 feet to 300 feet immediately above the forestry road the creek channel is poorly developed and almost non-existent in places. Furthermore, several isolated channels exist in close proximity, resulting in a condition analogous to a braided stream channel. The geometry of the creek bed in this area is shown in Photos 12 to 15. Two culverts which are presently used to carry the creek flow under the forestry road can be seen in Photo 15. These culverts are both poorly protected and appear to be too small. During my recent visit to the site, creek flows were not reaching the road, but appear to be going underground in the coarser alluvium, thus dissipating some 200 feet to 300 feet upslope of the forestry road. As indicated in Photos 2 and 3 and Figure 2, several isolated old creek channels exist, some of which occur a considerable distance from the present creek channel.

It can be seen in Photo 2 that in the period between around 1949 and 1952 the area in question was almost completely logged. Logging accordingly has considerably aggravated the surface drainage situation. It is noteworthy, however, that no logging took place in the upper reaches of the creek in the mouth of the tributary valley or in the tributary valley itself, indicating that this area has not been disturbed and that relatively stable conditions with regard to mass wasting exist. Examination of an enlarged airphoto of this area taken in 1948, prior to logging, indicates that the isolated channels existed at that time, indicating that the isolated channels were not caused

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by logging. This photograph also indicates that the main creek flow in 1948 was confined to the same location that it is today; also that the isolated channels appear to be very old. Typical isolated channels are shown in Photo 16 (about 200 feet above the road) and Photo 17 (east of the existing creek bed at road level).

Except during spring thaw and torrential downpours, the main creek channel appears to be relatively dry, particularly from about 400 feet above the forestry road down to the lake. Because of the relatively youthful nature of the creek and unorganized drainage aspect, particularly in the lower reaches of the creek, surface drainage problems relating to flooding etc., may occur. Minor washouts apparently have taken place a few years ago in the vicinity of the hydro powerline tower in close proximity to the creek (the location of the tower is shown in Photo 3). It is noteworthy that additional development activities above the forestry road could aggravate the surface drainage situation unless care is given to providing proper access roads and related surface drainage facilities. Tree removal should be minimized.

iv) Recommendations

- a) No building development should be carried out within an 800-foot wide corridor (as defined by the letter A in Figure 2) until proper creek training and other measures are taken to ensure that the creek channel is improved to the satisfaction of the Squamish-Pemberton Regional District. Note that this corridor is wider than 800 feet near the road to accommodate the old isolated channel.
- b) Once the creek is improved to the satisfaction of the Squamish-Pemberton Regional District, following the recommendations given in d) below development would be carried out up to within 150 feet on either side of the creek (as defined by the letter B in Figure 2). Thus a permanent

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300-foot wide corridor would be maintained where no permanent residential buildings would be allowed. Temporary accommodation, such as mobile homes, trailers, tents, etc., possibly could be allowed within this corridor, but only at the discretion of the Squamish-Pemberton Regional District.

- c) Permission be given to proceed with development of residential buildings outside of the 800-foot wide corridor defined by the letter A as described in a) above.
- d) Corrective and remedial work on the creek channel should be carried throughout the entire length of the property as well as about 400 feet above the property boundary to ensure that no flooding will occur. This work should consist of the following:
 - Remove all large blocks at the crest of the channel (such as those shown in Photos 6, 11 and 12) and large blocks in the bank or bed of the creek which will tend to block the channel (such as those shown in Photos 8 and 10).
 - Uniformly deepen and widen the creek channel throughout its length, thus removing large alluvial buildups which have plugged the channel (example of such a buildup is shown in Photos 7 and 8).
 - Straighten (and deepen as indicated above) the channel for a distance of about 300 feet to 400 feet above the road (see Photos 12 to 15).
 - Improve the conditions where the creek passes through the culverts at the forestry road (see Photo 15). A bridge should be considered to reduce problems of plugging by boulders, logs, etc.

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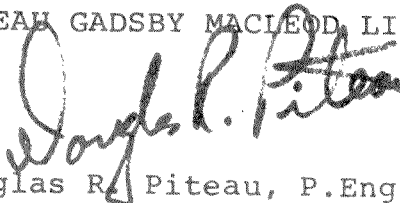
- e) Although not critical, a few isolated drainage channels which exist (see Photos 2 and 3 and Figure 2) probably could be left undisturbed (i.e. not filled in or destroyed) to provide added protection against any flooding damage. If any creek overflows did occur, they would tend to be channelled off in old channels thus minimizing damage.
- f) Careful attention should be given to providing adequate drainage facilities for residential access roads and removal of trees should be minimized as much as possible. Logging in areas on or immediately above the alluvial fan should not be allowed.

Although the terms of reference for our work apply to the area above the forestry road, it should be recognized that the potential of flooding damage exists below the road as well. It is advisable therefore to complete the corrective work on the creek to minimize the possibility of damage below the road.

We hope that the above information will assist you with your proposed development program. If there are any further questions or further assistance that you require in this matter, please do not hesitate to contact us.

Yours sincerely,

PITEAU GADSBY MACLEOD, LIMITED



Douglas R. Piteau, P.Eng.

DRP/nc
Encl.