

DISCLOSURE STATEMENT

of



Name of Developer: COLUMBIA RIVER WETLANDS RV PARK LTD.

Address for Service PO Box 1990
Golden, British Columbia V0A 1H0

Business Address of Developer: PO Box 1990
Golden, British Columbia V0A 1H0

Real Estate Company on
Behalf of Developer: None – The Developer will use its own directors and
employees to market the share interests in land. The
employees are not licenced under the *Real Estate
Services Act* and are not acting on behalf of a purchaser

Name of Development Columbia River Wetlands RV Park

Date: September 24, 2013

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

The developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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Definitions:

“Common Assets” means those assets which are constructed on, over, under and within the Lands so as to become part of the title to the Lands, for the use of all Co-Owners in common, including, but not limited to, the sewage disposal system, the potable water system to the point of hook up at each RV Lot, the electrical services, drainage landscaping, kiosks, pump houses, lighting, signage and any other assets installed or used for the benefit of Co-Owners from time to time.

“Common Property” means the area shown on the Development Plan as common property and as described in the Co-Owners Agreement as available for the use of all owners in common with each other under the management and control of the manager.

“Co-Owner” means a person who has or will purchase a Shared Interest in the Lands and may sometimes be referred to as a ‘purchaser’ in this Disclosure Statement;

“Co-Owner Agreement” means the form of agreement that must be signed by an Co-Owner of a Shared Interest in order to have access to, and use of, the Common Property and Common Assets, the form of which is attached as Exhibit 1 to this Disclosure Statement.

“Development Lands” means the approximately 4.69 acres of the Lands shown in heavy black and designated as RV Property Boundary on Schedule A to the Co-Owner Agreement;

“Lands” means Parcel Identifier Number: 016-553-934, Parcel 1 (Sketch Plan 3850I) Section 24 Township 25 Range 21 West of the 5th Meridian Kootenay District;

“MoTI” means Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure;

“Remainder Lands” means the portion of the Lands not included in the Development Lands;

“Rules and Regulations” means the rules and regulations governing the use and management of the Development that are in force from time to time, the first of which are attached as Schedule E to the Co-Owner Agreement;

“RV Lot” means a surveyed area of permanent exclusive use by the Co-Owner of a Shared Interest and
“RV Lots” means more than one.

“Shared Interest” means an undivided 2/100 interest in the Lands, together with a Co-Ownership Agreement which entitles a Co-Owner of a Shared Interest to the use of a particular RV Lot as described and shown on the survey plan.

“Storage Building Account” means 10% of the net sale proceeds from the sale of each RV Lot which will be used to offset the costs of construction of a storage building to be constructed on the Development Lands after the sale of the 8th Shared Interest.

1. **THE DEVELOPER**

1.1 **The Developer:** Columbia River Wetlands RV Park Ltd. (the “Developer”) was incorporated as a British Columbia corporation on April 29, 2009, under Incorporation Number BC0850760.

1.2 **Assets:** The Developer was incorporated for the purposes of marketing and selling the shared interests in the Development and has no other assets.

1.3 **Registered and Records Offices:** The Registered and Records Offices for the Developer is 102 – 509 – 9th Avenue North, Golden, BC V0A 1H0.

1.4 **Directors of the Developer:** The directors of Columbia River Wetlands RV Park Ltd. are Gary Persson and Karen Persson.

1.5 **Background of the Developer:**

- (a) This is the first development undertaken by Gary Persson and Karen Persson.
- (b) To the best of the Developer’s knowledge, neither the Developer, nor its “Principal Holders” (those holding more than 10% of any class of voting securities), directors or officers have been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud within the ten years prior to the date of this Disclosure Statement.
- (c) To the best of the Developer’s knowledge, neither the Developer, nor its Principal Holders, directors or officers were declared bankrupt or have made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or have been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver manager or trustee appointed to hold its assets within the five years prior to the date of this Disclosure Statement.
- (d) To the best of the Developer’s knowledge, no director, officer, or Principal Holder of the Developer, nor any director or officer of the Principal Holders of the Developer, within the 5 years prior to the date of the Disclosure Statement, have been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

- 1.6 **Conflicts of Interest of Developer:** The Developer will be the manager of the Development for a term of 10 years, with rights of renewal as set out in the Management Agreement, a copy of which is attached as Schedule B to the Co-Owner Agreement.

2. GENERAL DESCRIPTION

2.1 **General Description of the Development:**

The Development is located twenty kilometres south of Golden on Highway #95 in the Province of British Columbia. The Development is on a portion of the Lands. The Development is comprised of approximately 4.69 acres of the Lands, consisting of twenty (20) recreational vehicle lots. A Co-Owner will have the exclusive use of their RV Lot in accordance with the terms of the Co-Owner Agreement. Ten (10) of the RV Lots will be approximately 30 feet by 105 feet and ten (10) of the RV Lots will be approximately 30 feet by 130 feet.

Each purchaser will acquire an undivided 2/100ths interest in the Lands, which interest will be registered in the Kamloops Land Title Office in the name of the purchaser.

A purchaser will not pay any portion of the cost of improvements solely for the benefit of the Remainder Lands. The Remainder Lands may not be developed under current zoning and other restrictions. The owner of the Remainder Lands will be solely responsible for the costs of maintenance, repair, replacement, construction and operation of any development on the Remainder Lands.

An easement for access to the Columbia River is registered in favour of the Lands, which easement permits each Co-Owner to have access to, on and over adjacent lands for the purposes of accessing the river, as shown on the Plan of Easement attached as Schedule D to the Co-Owner Agreement.

- 2.2 **Permitted Use:** The uses contemplated in the Development are permitted by the local approving authorities and the Agricultural Land Commission. See Exhibits 3, 4, and 5 to this Disclosure Statement. Co-Owners are required to use their RV Lots in compliance with the permitted development and the Co-Owner Agreement for the purpose of placing a recreational vehicle on an RV Lot to be used for personal recreational use by the Co-Owners, their immediate family as guests, and visitors, all as determined herein.

3. SHARED INTEREST IN LAND INFORMATION

- 3.1 **Use Agreement:** The purchasers of an RV Lot must, as a condition of purchase, sign a Co-Owner Agreement in the form attached hereto as Exhibit 1. The Co-Owner Agreement provides for:

- (a) exclusive use by a Co-Owner of a specified RV Lot;
- (b) the use of Common Property and Common Assets, access to and from the RV Lot, access to the Columbia River, in common with the other Co-Owners in accordance with the Rules and Regulations;
- (c) sharing of Common Expenses by all of the Co-Owners; and
- (d) a Right of First Refusal in the form and on the terms set forth in Schedule F to the Co-Owner Agreement. The Right of First Refusal is to be registered at the Land Title Office as a charge against the Owner's Shared Interest in the Lands. The Right of First Refusal

and registration thereof is intended to ensure that a person who may at some future date acquire title to the Co-Owner's RV Lot will have notice of the provisions of Co-Owner Agreement and will be required to enter into a Co-Owner Agreement with the Developer, Perssons and all other Co-Owners of a Shared Interest.

The Co-Owner Agreement restricts the use of the RV Lots to use by the Co-Owners and their families or guests. Co-Owners may not rent the Rent their RV Lots to any person for any period. The Developer is not subject to this restriction. For further details see paragraph 3.3 of this Disclosure Statement.

No RV Lot may be used for residential purposes. A covenant in favour of MoTI attached as Schedule C to the Co-Owner Agreement has been registered against title to the Lands. Co-Owners may make use of their RV lot at any time during the year, subject to approved winterizing of their water utility within the RV Lot.

3.2 **Owners' Association:** There will not be an owners' association governing the Development. All Co-Owners will be bound by the terms, conditions, rules and regulations of the Co-Owner Agreement.

3.3 **Developer's Rights:**

The Developer will be the manager of the Development for a term of 10 years, with rights of renewal as set out in the management agreement, a copy of which is attached as Schedule B to the Co-Owner Agreement.

The Developer intends to retain ownership of up to 10 RV Lots for an indefinite period of time and is permitted to rent such RV Lots on a nightly, weekly, monthly or annual basis to the public at such times, periods and rates of rental as it may choose in its absolute discretion, subject to the terms, conditions, rules and regulations of the Co-Owner Agreement other than restrictions on such rentals. No rentals for camping in tents or tent trailers will be permitted.

One RV Lot may, during the Developer's term as manager, or in the event Gary and/or Karen Persson (the "Perssons") become the manager(s), be used as the location of operation for the management and maintenance of the Development. The Developer and the Perssons reserve the right to choose any such RV Lot for this purpose that it or they may own from time to time.

3.4 **Disposition Rights and Restrictions:** A Shared Interest may only be sold or transferred if the purchaser becomes a party to the Co-Owner Agreement.

3.5 **Parking:** All Co-Owners will be required to park vehicles only on their RV Lot. There will be no parking permitted on the Common Property. In order to allow for parking on an RV Lot, a setback will be required on each RV Lot. The first 25 feet of gravelled area on the RV Lot will be known as the RV Lot parking area. There will an additional 8 foot setback required as a green area, or for the allowance of a patio or deck. See the development site plan attached as Schedule A to the Co-Owner Agreement.

3.6 **Common Property and Assets:** There are areas, assets and a proposed storage building for use in common by all of the Co-Owners, defined as Common Property and Common Assets in the Co-Owner Agreement. The Storage Building is a storage building proposed to be built by the Developer after the first 8 sales of Shared Interests. See paragraph 7.3 of this Disclosure Statement for further details.

- 3.7 **Furnishings and Equipment:** Water, sewer and electrical hookup equipment are included in the purchase price of a Shared Interest. There are no other furnishings nor equipment included in the purchase of a Shared Interest.
- 3.8 **Budget:** The estimated budget for the Development and the yearly assessment for each RV Lot are attached as Exhibit 2 to this Disclosure Statement.
- 3.9 **Utilities and Services:**
- (a) **Water:** Well water is supplied to each RV Lot from a well on the Development Lands;
 - (b) **Electricity:** The Development is serviced with electricity by British Columbia Hydro and Power Authority and electrical service is available to each RV Lot.
 - (c) **Sewerage:** The Developer has installed a common sewage disposal system. The septic disposal field forming part of the system is entirely located on the Remainder Lands. A licence to use the sewage disposal system is provided for in paragraph 16 of the Co-Owner Agreement.
 - (d) **Natural Gas:** Natural Gas is not available to the RV Lots. Provided all regulations of governing authorities are complied with and a certified installer is contracted to carry out the installation, each Co-Owner will be entitled to install and maintain their own propane tanks, which tanks shall not exceed 125 gallon capacity.
 - (e) **Fire Protection** Fire protection is not available.
 - (f) **Telephone:** Telephone service is not available to the Development. Private cellular phones may be used at the option of Co-Owners.
 - (g) **Access:** Access to the Development is provided by a road through adjacent lands from Highway #95 which is secured by way of a registered easement against adjacent lands. MoTI has granted a permit to use the road to access Highway #95. A copy of the permit is attached as Exhibit 3 to this Disclosure Statement. A licence to use the portion of the road through the Remainder Lands is provided for in paragraph 17 of the Co-Owner Agreement.
- 3.10 **Management Contracts:** The Developer will act as the manager of the Common Property and Common Assets under the terms of the Management Agreement attached as Schedule B to the Co-Owner Agreement.
- 3.11 **Insurance:** The Developer will arrange for insurance coverage for the loss or damage to the Common Property and Common Assets and third party liability coverage for the Lands with a limit of not less than \$5,000,000.00 per occurrence. Co-Owners are required to insure their personal property and insure for third party liability coverage within their RV Lot with a limit of not less than \$2,000,000.00 per occurrence.
- 3.12 **Property and Other Taxes:**
- (a) Each Co-Owner is responsible for, and shall pay, by the due date, such Real Property Taxes as are assessed and levied against their RV Lot and any improvements on their RV Lot plus an equal portion with all Co-Owners of any Real Property Taxes assessed in relation to the Common Property and Common Assets. As of the date of this Disclosure Statement, an RV Lot may not be used for residential purposes, therefore a Co-Owner is not entitled to claim a homeowner grant in respect of his RV Lot.

If and to the extent Real Property Taxes are not allocated to individual RV Lots, the Common Property and Common Assets, or the Remainder Lands the Manager shall utilize such information and assistance as may be obtained from the BC Assessment Authority related to RV Parks with similar ownership and restrictions on use, and shall apportion the Real Property Tax levied on the Lands among each RV Lot and the Remainder Lands acting as reasonably as is practical.

- (b) Each Co-Owner is responsible to pay Property Transfer Tax on the fair market value of the RV Lot on registration of the transfer of the Shared Interest into the Co-Owner's name in the Land Title Office.
- (c) Goods and Services is payable on the fair market value of the RV Lot by the purchaser on registration of the transfer of the RV Lot.

4. TITLE AND LEGAL MATTERS

4.1 **Legal Description:** The Lands are legally described as: Parcel Identifier Number: 016-553-934; Parcel 1 (Sketch 38501) Section 24 Township 25 Range 21 West of the 5th Meridian Kootenay District.

4.2 **Ownership:**

(a) **Registered Owners:** The registered owners of the Lands, in fee simple, are Karen Rose Persson and Gary Lennard Persson.

(b) **Beneficial Owners:**

Gary and Karen Persson have retained a 55% undivided beneficial interest in the Lands, which entitles them to exclusive permanent use of the Remainder Lands, including all buildings and services, as set out in the Co-Owner Agreement.

The Developer has acquired a 45% undivided beneficial interest in the Lands from Gary and Karen Persson, and will retain a 5% beneficial interest in the Lands as long as it remains the manager of the Development. The Developer may sell up to 20 Shared Interests to purchasers who will each become legal and beneficial owners of a 2% interest in the Lands and parties to the Co-Owner Agreement.

4.3 **Existing Encumbrances and Legal Notations:**

Legal Notations:

- (a) Annexed Easement KW1790409 over that part of LS 16 Section 24 Township 25 Range 21 West of the 5th Meridian Kootenay District, shown on Plan NEP77068 for access over adjacent lands to Highway 97;
- (b) Annexed Easement LB347202 over part of Parcel A (Reference Plan 463111) Section 24 Township 25 Range 21 West of the 5th Meridian Kootenay District as shown on Plan EPP3630 for access over a pathway to the Columbia River.

Charges:

- (c) Easement KW179410 in favour of adjacent land for mutual access over roadways on the Lands;

- (d) Statutory Rights of Way LB366464 and LB484817 in favour of British Columbia Hydro and Power Authority for installation and maintenance of any and all necessary technology for the purposes of transmitting and distributing electricity;
- (e) Statutory Right of Way LB366465 in favour of Telus Communications Inc. for installation and maintenance of any and all necessary technology for the purposes of telecommunications and data transmission;
- (f) Covenant CA3122581 in favour of MoTI restricting residential uses of the Development;
- (g) Mortgage CA753255 in favour of CIBC Mortgages Inc;
- (h) Mortgage CA2156564 in favour of Thomas Janzen and Brenda Janzen;
- (i) Mortgage CA2158440 in favor of Celina Grammie and Devon Grammie;
- (j) Priority Agreement granting Right of Way LB484817 priority over Mortgages CA2156564 and CA2158440.

4.4 **Proposed Encumbrances:** The following encumbrances may be registered against title to the Lands and/or an RV Lot:

- (a) The licences granted in the Co-Owner Agreement provide for a licence of access over the Remainder Lands for repair, maintenance and reconstruction of roads and a septic disposal system, portions of which are located on or under the Remainder Lands. The licences cannot be registered against title to the Lands due to the restrictions in the *Land Title Act*. The licences provide for the registration of the terms of the licences as easement(s) against title to the Remainder Land in the event the Development Lands are permitted to be subdivided from the Remainder Lands so as to create two separate parcels.
- (b) a Right of First Refusal in the form attached as Schedule F to the Co-Owner Agreement will be registered on each title to an RV Lot upon each transfer of the 2/100ths to a purchaser more particularly described in paragraph 3.1(d).
- (c) The Developer has obtained a commitment from Columbia Valley Credit Union (“CVCU”) to refinance the Lands. The Developer anticipates that CVCU will register financial security against title to the Lands by way of mortgage and assignment of rents (the “CVCU Security”). CVCU may register other or replacement security against title to the Lands from time to time;
- (d) The Developer is not aware of any other encumbrances to be registered against title to the Lands.

4.5 **Discharge of Financial Encumbrances:** The Developer advises as follows:

- (a) Upon finalization of the CVCU Security, Mortgages CA753255, CA2156564 and CA2158440 will be discharged from title to the Lands;
- (b) The Developer has made arrangements with CVCU to provide a discharge of the CVCU Security from title to each Shared Interest as it is sold.

4.6 **Outstanding or Contingent Litigation or Liabilities:** There is no outstanding or contingent litigation or liability affecting the Development other than the debts secured by the mortgages noted above.

4.7 **Environmental Matters:** To the best of the Developer's knowledge, there are no material facts which relate to flooding, the condition of the soil or subsoil, or other environmental matters affecting the Development Lands.

5. CONSTRUCTION AND WARRANTIES

5.1 **Construction Dates:** Construction of roads, sewage disposal, water and electrical systems are complete. Construction of the proposed Storage Building will commence after the sale of 8 RV Lots.

5.2 **Warranties:** The Developer will not be providing any warranties to the purchaser; however, the Developer will enforce any warranties provided by any of the contractors involved in the construction and servicing of the Development.

5.3 **Previously Occupied Building:** There are previously occupied buildings on the Remainder Lands, but none on the Development Lands.

6. APPROVALS AND FINANCES

6.1 **Development Approval:** The Lands are in the East Kootenay Assessment Area. The Columbia Shuswap Regional District and Provincial Agricultural Land Commission have approved the Development. Please refer to Exhibit 4 and 5 of this Disclosure Statement. The Ministry of Transportation and Infrastructure have issued a permit for controlled access, a copy of which is attached as Exhibit 3 to this Disclosure Statement.

6.2 **Construction Financing:** Construction of servicing of the Development is complete, except for the Storage Facility to be constructed in accordance with paragraph 7.3(a). The Developer reserves the right to refinance the Lands in accordance with paragraph 4.4(c).

7. MISCELLANEOUS

7.1 **Deposits:** All deposit and other monies received shall be held in trust by the law firm of the Developer or as agreed in by the Developer and the purchaser. The deposit will be held in trust in the manner required by the *Real Estate Development Marketing Act*. The Developer has not entered into a deposit protection contract and does not maintain deposit protection insurance. Unless otherwise stipulated in the contract for the purchase of the Shared Interest, deposits will not accrue interest.

7.2 **Purchase Agreement:** The Developer intends to use the form of purchase agreement ordinarily in use by local real estate agents.

7.3 **Developer's Commitments:**

- (a) The Developer intends to construct a covered storage building with an open front approximately 30' deep by 210' wide by 12' inside clearance (the "Storage Building") from the 10% of net proceeds of each Shared Interest sold. The Storage Building will have 4' partitions which will create a storage stall for each owner of an RV Lot to be used in accordance with the Co-Owner Agreement and its Rules and Regulations and subject to such conditions of use as may be imposed at the discretion of the Manager to ensure the safety and common use of this facility by Co-Owners. This will be a Common Asset and

one storage stall will be for the exclusive use of each Co-Owner of a Shared Interest. The costs of annual maintenance will be estimated by the Manager on completion of the Storage Building and presented as part of the Annual Budget for Common Expenses for the year or portion thereof in which completion occurs, and annually thereafter. The Developer will be responsible for the completion costs of the Storage Building in excess of the 10% of net sale proceeds of a Shared Interest. The Developer shall commence construction of the Storage Building after the sale of 8 shared interests, weather permitting, and shall proceed diligently and in a good and workmanlike manner to its completion using the proceeds of the Storage Building Account and its own funds. Upon completion of the Storage Building any funds remaining in the Storage Building Account will be withdrawn by the Developer as reimbursement for costs, and the deposit of net sale proceeds to the account will no longer be required as a condition of sale of a Shared Interest.

- (b) There are no other commitments made by the Developer that are intended to be met after completion of the sale of an RV Lot except for enforcement of construction warranties, if any, and the Developer's commitments as manager.

7.4 **Other Material Facts:** There are no other material facts or material contracts entered into or proposed to be entered into by the Developer, or a person associated with the Developer that impose obligations or restrictions on Co-Owners except as disclosed in this Disclosure Statement.

8. SIGNATURES

Deemed Reliance: Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under Section 22 of the *Real Estate Development Marketing Act*.

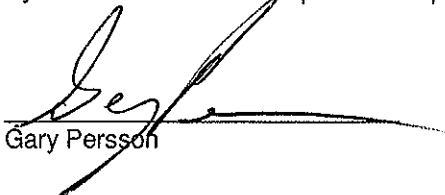
Declaration: The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of September 24, 2013.

COLUMBIA RIVER WETLANDS RV PARK LTD.

by its authorized signatory:



By the Directors in his/her personal capacity:



Gary Persson



Karen Persson



CO-OWNER AGREEMENT

RV LOT _____

This Agreement made as of the ____ day of _____, 20__.

BETWEEN:

COLUMBIA RIVER WETLANDS RV PARK LTD.

("CRW")

AND:

GARY AND KAREN PERSSON

("Perssons")

AND:

Phone: _____

E-mail: _____

(the "Owner")

AND:

All persons from time to time who have entered into this Co-Owner Agreement for the purpose of confirming the rights and obligations of all Co-owners of undivided interests in the Lands described herein and who are at the time of execution of this Agreement registered owners of a 2/100ths interest in the Lands defined herein.



BACKGROUND:

- A. CRW is the beneficial owner of an undivided 45/100ths interest in Lands. The ownership of such beneficial interest entitles CRW to develop a portion of the Lands as 20 fully serviced recreation vehicle vacation sites along with Common Property and Common Assets
- B. Perssons are the registered owners of the Lands and retain an undivided 55/100ths legal and beneficial interest in the Lands which entitles them to exclusive use and possession of the Remainder Lands;
- C. The Owner has agreed to purchase a 2/100ths undivided interest in the Lands which entitles the Owner to the exclusive use, possession and enjoyment of the Owner's RV Lot as defined in paragraph 1(k) of this Agreement;
- D. CRW is the beneficial owner and operating company for the RV Park of which the Owner's RV Lot forms a part, and as such will retain a 5/100ths interest in the Lands which entitles CRW to exclusive management of the RV Park;
- E. CRW was incorporated under the laws of the Province of British Columbia on April 29, 2009, under Incorporation Number BC0850760
- F. As a condition of ownership of a Shared Interest, a person is required to enter into this Agreement with all other Co-owners of Shared Interests in order to determine the rights and obligations of the Owner to the exclusive use of the Owner's RV Lot and the rights and obligations of use of the Common Property and Common Assets for all Co-owners.

IN CONSIDERATION of CRW consenting to the conveyance and transfer to the Owner of the Shared Interest and other consideration, the Owner, Perssons and CRW acknowledge and agree as follows:

DEFINITIONS

- 1. Wherever used in this Agreement, unless the context otherwise requires, the following words and terms will have the respective meanings ascribed to them as follows:
 - (a) **Access Road** means the access road constructed on the Remainder Lands shown and marked Driveway on Schedule A.
 - (b) **Common Assets** means those assets which are constructed on, over, under and within the Lands so as to become part of the title to the Lands, for use of all Co-owners in common with each other, including, but not limited to, the Septic System and Access Road across the Remainder Lands for the benefit of the RV Lots, the potable water system to the point of hook up at each RV Lot, the electrical services, drainage, landscaping, kiosks, pump houses, lighting, signage and any other assets installed or used for the benefit of Co-owners from time to time and the benefit of the Easement Areas.

Exhibit 1 to Disclosure Statement

- (c) **Common Expenses** means all expenditures required from time to time to maintain, service and keep up the RV Park as a whole for the mutual benefit of CRW, the Persons and the Co-owners and shall include, but shall not be limited to, expenditures for the following:
- (i) maintenance and repair of roads lying within the Common Property, including grading, gravelling, dust treatment, snow removal and attendant expenses;
 - (ii) the land owners portion of maintaining any utilities rights-of-way within the Lands according to the terms thereof and the annual budget, where such rights of way contain utilities and services to the RV Lots and RV Park;
 - (iii) the maintenance and repair of roads outside the RV Park which are used for access to or from the RV Park, including grading, gravelling, dust treatment, snow removal and attendant expenses;
 - (iv) all expenses associated with the common use and enjoyment of the Common Property and Common Assets as determined from time to time by CRW under the Management Agreement;
 - (v) the premiums for a property and public liability insurance policy in an amount of not less than Five Million (\$5,000,000.00) Dollars in respect of bodily injury including death to one or more persons and property damage which might happen upon the RV Park;
 - (vi) Real Property Taxes attributed to the RV Park and any Common Assets;
 - (vii) utility costs for Common Assets, including sewer, water and pump house;
 - (viii) management costs as determined under the Management Agreement;
 - (ix) maintenance of lawn areas, shrubs and trees on the RV Park;
 - (x) contributing to a contingency reserve fund equal to 10% of the annual maintenance cost, to be used by the manager for emergency purposes or the long term replacement of Common Assets or otherwise as determined by vote at an annual meeting of Co-owners.
 - (xi) garbage removal
 - (xii) all expenses associated with the maintenance, repairs, or equipment needed to maintain, repair and keep in good operating condition the water, sewer and hydro systems.
- (d) **Co-owner** means a person who is the registered owner of a Shared Interest in the Lands, and has signed this Agreement, and any other document as may be required as a consequence of the Co-owner's ownership of his Shared Interest and use of the Owner's RV Lot.

Exhibit 1 to Disclosure Statement

- (e) **Common Property** means the areas shown as “Common Property” on the site plan attached as Schedule A and as described in this Agreement as available for the mutual use and enjoyment of all Co-owners in common with each other, subject always to the exclusive management and control of such areas by CRW pursuant to the terms of the Management Agreement and paragraph 28 of this Agreement providing for disentitlement to such use while a Co-owner is in breach of this Agreement or any of the agreements referred to herein.
- (f) **Easement Areas** means the areas described in the easement documents and plans registered against title to the Lands for the use of any owner of the Lands from time to time under the terms of the easement documents.
- (g) **Guest** means a parent, child, grandchild, sibling, aunt, uncle or cousin of the Owner.
- (h) **Lands** means the lands and premises legally described as Parcel Identifier Number 016-553-934; Parcel 1 (Sketch 3850I) Section 24 Township 25 Range 21 West of the 5th Meridian Kootenay District.
- (i) **Licence Agreement** means collectively, the licences set out in paragraphs 16, 17 and 18, which provide the Owner, CRW and the other Co-owners the right to use, access, maintain, repair and replace the Septic System, water lines, power lines, communication facilities and Access Road which are situate in the Remainder Lands.
- (j) **Management Agreement** means the management agreement, the form of which is attached hereto as Schedule B, signed by CRW, the Owner, other Co-owners and the Perssons which provides for the provision of management services to all Co-owners in relation to the RV Lots, RV Park, Common Property and Common Assets, amongst other duties, in exchange for management fees, and such renewals or replacements as may be agreed to from time to time pursuant to the terms of this Agreement and the Management Agreement.
- (k) **MOTI Covenant** means the Covenant registered under number CA3122581 restricting Permanent Structures, as defined therein, on the Lands a copy of which is attached to this Agreement as Schedule C
- (l) **Owner’s RV Lot** means the RV Lot shown on Schedule A and marked with the number shown on the first page of this Agreement.
- (m) **Real Property Taxes** means all taxes, rates and assessments, whether general or specially levied or assessed for municipal, school, general or any other purposes by any lawful government authority in respect of the Lands, or any portion of the Lands.
- (n) **Remainder Lands** mean an area of the Lands described and shown as Remainder Lands on Schedule A, including a residence and all other structures located thereon from time to time which the registered owner of a 55/100ths interest in the Lands is entitled to use exclusively as their own area of land as though it were a separate fee simple parcel and to enjoy and improve at their absolute discretion.



Exhibit 1 to Disclosure Statement

- (o) **River Access Plan** means the area of land that Co-owners are permitted to use to access the Columbia River, a copy of which is attached to this Agreement as Schedule D;
- (p) **Rules and Regulations** means the rules and regulations governing the use and management of the RV Park that are in force from time to time, the first of which are attached as Schedule E;
- (q) **RV Lot** means an area of the Lands within the RV Park described and shown as a numbered area on Schedule A hereto which a Co-owner is entitled to use exclusively as their own area of land to enjoy and improve pursuant to the terms of this Agreement and RV Lots means more than one.
- (r) **RV Park** means collectively, the portion of the Lands comprised of approximately 4.69 acres consisting of the RV Lots including underground utility services, roads, storage building, easement rights to the Columbia River, licence to use the Septic System and Access Road constructed on the Remainder Lands.
- (s) **Schedules** to this Agreement are as follows:
 - (i) Schedule A – Site Plan
 - (ii) Schedule B – Management Agreement
 - (iii) Schedule C – MOTI Covenant
 - (iv) Schedule D – River Access Easement Plan
 - (v) Schedule E – Rules and Regulations
 - (vi) Schedule F – form of Right of First Refusal
- (t) **Septic System** means the effluent disposal system including tank(s), pipes, pumps, drainage/tile fields and the land area required for such effluent disposal infrastructure, including all pipes, fittings and other infrastructure ordinarily required for on-site effluent disposal.
- (u) **Shared Interest** means the registered ownership of an undivided 2/100ths interest in the Lands by a person whose name appears on the records of the Land Title Office, combined with the exclusive right to the use, possession and enjoyment of that or those person's RV Lot as described in a Co-Owner Agreement containing the same terms as this Agreement, together with the use of the Common Property and Common Assets, all subject to the rights and obligations contained in the Co-Owner Agreement the Management Agreement and an undivided 2/100ths beneficial interest in the Common Assets together with any other rights in law which accompany the ownership of such Shared Interest.

EXCLUSIVE USE, OCCUPANCY AND POSSESSION OF RV LOTS AND REMAINDER LANDS, USE OF COMMON PROPERTY AND COMMON ASSETS

2. The Perssons, CRW and all Co-owners who own Shared Interests grant to the Owner, so long as the Owner shall own a Shared Interest, the exclusive right of use, possession and enjoyment of the Owner's RV Lot subject to the terms of this Agreement and any Rules and Regulations.



Exhibit 1 to Disclosure Statement

3. The Owner shall be entitled to exclusive use, occupancy and possession of the Owner's RV Lot in the same manner as if title to the Owner's RV Lot was vested in the Owner as separate parcel of land; the use in common with other Co-owners of the Common Property and the Common Assets; and the use of the Easement Areas which are registered in favour of the Lands, all subject to the terms of this Agreement and the laws or bylaws in force from time to time under the provincial, regional or other governing authorities.
4. The Owner, CRW and all Co-owners who own Shared Interests grant to the Perssons, their heirs, successors and assigns, the exclusive right of use, possession and enjoyment of the Remainder Lands which use, possession and enjoyment shall not be subject to the terms of this Agreement and any Rules and Regulations that are in force from time to time, provided that the Perssons and any subsequent holders of a 55/100ths interest in the Lands shall be entitled at all times to the use of the Common Property for access purposes and the Easement Areas
5. The Owner may not permit the use and overnight occupation of the RV Lot by any other person for the pleasure and recreation of such other person unless that person is using the RV Lot as a Guest of the Owner and the Owner may not rent out or charge for such use. Such right of use shall confer upon the Guest no rights whatsoever against any other parties save for such reasonable use of the Common Property, Common Assets and Easement Areas is reasonably incidental to the use and occupation of the RV Lot.
6. The Owner will not use or permit to be used the Owner's RV Lot in a manner or for a purpose that will cause a nuisance or hazard to other Co-owners or their Guests, as more particularly defined in the Rules and Regulations.
7. The use of the Owner's RV Lot is to be restricted to residential/recreational use and the Owner will not permit:
 - (a) to be kept on any portion of the Owner's RV Lot any swine, cattle, goats, fowl or sheep and not to allow any usual household pets to run off leash within the RV Park, the Land or the adjacent lands near the Columbia River. Permitted pets are those referred to in the Rules and Regulations described as CRW RV Park Pet Rules.
 - (b) the Owner's RV Lot to be used for the purposes of any trade, manufacture or business of any description, in particular the Owner may not rent the Owner's RV Lot to any person for any period of time;
 - (c) any recreation vehicle, other than those kind and number of vehicles described in the Rules and Regulations to be located or parked on the Owner's RV Lot.
8. CRW or the Perssons may, during CRW's term as Manager, or during any other time Perssons are agents of a manager or are managers themselves, may use one RV Lot as the principal place of business and operation of the management and maintenance of the RV Park. Any such use of an RV Lot owned by CRW or the Perssons shall not constitute a breach of paragraph 7(b) of this Agreement.



Exhibit 1 to Disclosure Statement

9. CRW may, so long as it shall not have sold a particular Shared Interest and the exclusive right to use the RV Lot designated for such Shared Interest, rent the RV Lot from time to time on a nightly, weekly, seasonal or annual basis to any person or persons, for use with an RV that complies with the Rules and Regulations, and in doing so shall not be in breach of paragraph 7(b) of this Agreement. Any such rental for nightly, weekly or seasonal periods may commence only after the renter has signed a short form of rental agreement that binds the renters to the terms of this Agreement and the Rules and Regulations, which govern the use and enjoyment of the RV Lot and the RV Park. Annual rentals may commence only after the renter has signed a long form of rental agreement that binds the renter to the terms of this Agreement and the Rules and Regulations, which govern the use and enjoyment of the RV Lot and the RV Park. CRW will be responsible for a share of Common Expenses for those RV Lots that are used by CRW for short term rentals or leases; the full assessment will not apply to these RV Lots, (ie. 10% contingency fund, management costs). CRW will pay the full amount of annual Common Expenses on RV Lots that have a long term lease agreement (annual) attached to them. CRW will pay the shortfall of actual Common Expenses which are not collected from the other Co-owners until such time as all RV Lots are sold or have long term leases. CRW will provide a copy of each form of rental agreement to any Co-owner on request.

RELATIONSHIP OF THE PARTIES

10. The provisions of this Agreement shall govern the Owner's rights and obligations as a Co-owner.

11. The Co-owners are not partners, shareholders, nor joint venture parties or in any other way associated with each other, save and except by way of being parties to this Agreement and related agreements which provide for the creation and use of the RV Lots, Common Property, Common Assets and the easements registered on title to the Lands.

12. The Owner agrees with all other Co-owners that the provisions of the Standard Bylaws stipulated by the Strata Property Act of British Columbia and any amendments thereto from time to time, which govern the meetings of bare land strata owners, shall govern the rights and obligations of the Co-owners in respect of the Common Property and Common Assets.

13. CRW will maintain a record of the names and addresses of Co-owners, together with a record of the Shared Interests owned by such Co-owners, and the Owner will promptly notify CRW of any change in the Owner's address.

14. The Owner's RV Lot provides to the Owner exclusive use and possessory rights to the Owner's RV Lot together with any improvements to be built thereon and these rights shall be a sole individual right and not a joint or partnership right. For the purposes of clarification, persons owning RV Lots shall be deemed to be Co-owners only.

PARTITION

15. The Owner hereby forever renounces and relinquishes their rights, remedies and actions which they may now have or may subsequently be available to them by reason of and pursuant to the provisions of the **Partition of Property Act**, R.S.B.C. 1996 and amendments thereto, and agrees that this paragraph may be pleaded in defense of any proceeding or action commenced



Exhibit 1 to Disclosure Statement

under and pursuant to the **Partition of Property Act** with respect to their lot and if so pleaded shall constitute a complete and absolute defense thereto.

UTILITIES AND SERVICES

16. Perssons hereby grant a licence over the Remainder Lands to and for the benefit of CRW, the Owner and the Co-owners, their heirs, executors, administrators, successors and assigns, to use the Septic System constructed and installed in the area of the Remainder Lands substantially as shown and marked Septic Field on Schedule A for the purposes of disposing of effluent, waste and graywater of the RV Park, including the uninterrupted right of access over, in under, and through the Remainder Lands as may be required to construct, reconstruct, inspect, maintain, repair the Septic System.

17. Perssons hereby grant a licence over the Remainder Lands to and for the benefit of CRW, the Owner and the Co-owners, their heirs, executors, administrators, successors and assigns, to construct, reconstruct, inspect, maintain, repair and use the electrical, communication and water utility infrastructure necessary or convenience for the conveyance of electrical, communication and water utility supply through the Remainder Lands to the RV Park and each RV Lot.

18. Perssons hereby grant a licence over the Remainder Lands to and for the benefit of CRW, the Owner and the Co-owners, their heirs, executors, administrators, successors and assigns, to construct, reconstruct, inspect, maintain, repair, and an access road through the Remainder Lands substantially as shown and marked Driveway on Schedule A for the purpose of access to and from the RV Lots.

19. All Co-owners must properly connect to the Septic System. Installation of a separate and/or private effluent or gray water disposal system in, on, or under the RV Lot or the Lands is strictly prohibited.

20. For the purposes of construction, reconstruction, inspection, maintenance and repair of the Access Road and Septic System, the Owner covenants and agrees with the Perssons that such rights shall at all times be exercised exclusively by CRW or its successor as manager on behalf of the Owner and the Co-owners.

21. Road access to the Owner's RV Lot is provided by CRW and it is the responsibility of CRW to repair, replace and maintain the road so that it is suitable for limited vehicular traffic pursuant to the Management Agreement.

22. The Owner acknowledges and agrees that CRW and Perssons have granted licences for the Septic System, water lines, power lines, communication facilities, and Access Road as an unregistered agreement due to the common title of the RV Park and the Remainder Lands. If the Remainder Lands and the RV are subdivided such that each has its own title, in fee simple, CRW and Perssons, each covenant and agree to grant to the title of the RV Park such documents as are permitted to be registered in the Land Title Office to better assure the Co-owners the rights granted to them in respect of the Septic System, water lines, power lines, communication facilities, and the Access Road.



ENCUMBRANCES AND IMPROVEMENTS

23. The Owner shall not suffer or permit any lien or charge to be created upon the Lands (other than his Shared Interest) by reason of any building, work or improvement done or caused to be done by the Owner upon the Owner's RV Lot. Should any lien or charge be so created against the Lands, CRW may pay and discharge the same and any amounts so paid shall constitute a debt due by the Owner who has suffered or permitted the lien or charge to be created and shall be payable on demand.

24. The Owner may mortgage the Owner's Shared Interest without the prior approval of CRW provided that the Owner shall first provide the mortgagee with a copy of this Agreement and obtain from the mortgagee an acknowledgment to the effect that the mortgagee's security represents a charge only against the Owner's Shared Interest representing the Owner's RV Lot and not against the balance of the Lands and provides a signed non-disturbance agreement confirming the bank will accept the terms of this Agreement should it recover title to such interest, and shall require any purchaser under a court ordered sale to enter into this Agreement.

25. The Owner acknowledges that his use of the Owner's RV Lot and the RV Park is subject to the Rules and Regulations, as amended from time to time.

USE OF COMMON PROPERTY

26. In addition to the rights of exclusive use, occupancy and possession to the Owner's RV Lot conferred upon the Owner, the Owner shall have the right subject to the provisions of this Agreement to use and enjoy in common with other Co-owners, the Common Property as defined herein in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Co-owners.

27. For the purposes of this Agreement, road areas are deemed to be Common Property and a common right-of-way. Co-owners have the right to enter upon same on foot or with passenger vehicles and to pass and re-pass over same. Co-owners may not use commercial vehicles to access their RV Lots.

28. The use to which the Common Property may be put is restricted to the right of entering on foot or in permitted vehicles and to use it for recreational purposes only, except as otherwise permitted or restricted in the Rules and Regulations. The Owner recognizes that use of the Common Property is managed exclusively by CRW for the common benefit of all Co-owners and is subject to the terms of this Agreement and the Rules and Regulations

29. In the event that the Owner, its invitees or guests should park any vehicles or place any obstruction upon the Common Property or the Lands such as to hinder the use of others to the Common Property or the Lands, CRW shall have the right to remove such vehicles and/or obstructions and the Owner will save harmless CRW from any and all damages arising therefrom and will reimburse CRW the costs of such removal.

30. CRW owns an undivided 5/100ths interest in the Lands which entitles CRW to the exclusive right of management of the Common Property, Common Assets and the use of areas governed by the Licence Agreement. Co-owners who are in breach of their obligations under



Exhibit 1 to Disclosure Statement

this Agreement and/or the Management Agreement shall, at the absolute discretion of the Manager, be disentitled to use the Common Property and Common Assets. For further clarity, the Manager may prohibit the use of the roadways, water system, electrical system and Septic System by any Co-owner who is determined to be in breach of the said agreements, until such time as the breach is rectified or cured.

PROPERTY TAXES

31. A Co-owner is responsible for and shall pay by the due date such Real Property Taxes as are assessed and levied against their RV Lot and any improvements on their RV Lot plus an equal portion with all Co-owners of any separate tax assessment made on the Common Property and Common Assets, all as may be determined by the BC Assessment Authority and the Provincial taxing authority.

32. The owner of the Remainder Lands is responsible for and shall pay by the due date such Real Property Taxes as are assessed and levied against the Remainder Lands as may be determined by the BC Assessment Authority and the Provincial taxing authority.

33. If and to the extent Real Property Taxes are not allocated to individual RV Lots, the Common Property and Common Assets, or the Remainder Lands the Manager shall utilize such information and assistance as may be obtained from the BC Assessment Authority related to RV Parks with similar ownership and restrictions on use, and shall apportion the Real Property Tax levied on the Lands among each RV Lot and the Remainder Lands acting as reasonably as is practical. The amount so apportioned shall be paid to the Manager at least seven days prior to the due date for remittance to the Provincial Taxation authority, and the Manager shall remit all taxes so received on or before the due date.

34. Manager shall, within thirty (30) days of receipt of any tax assessment notice with respect to the Lands, the RV Lots or RV Park or the Remainder Lands, deliver by ordinary prepaid post to each Owner of record on the date of receipt by the Manager of such tax assessment notice, a copy of such tax assessment notice and notice of the amount and calculation of any allocation of such tax assessment to the Owner's RV Lot which will form the basis of the later apportionment of taxes between the Co-Owners and the Perssons.

35. Any penalty, interest charge or other costs incurred on or charged as a result of a Co-Owner or the Perssons failing to pay the taxes payable by them pursuant to the provisions of this Agreement shall be the responsibility of the person in default of such payment and shall be payable as a debt due to the Manager on demand and subject to the enforcement of payment as herein determined.

COMMON EXPENSES

36. CRW will prepare and deliver to each Co-owner a budget for the Common Expenses for the first year of operation and for each subsequent year of operation during which CRW is the Manager, and the Co-Owners will tender maintenance fees to CRW as described in such budget, all pursuant to the Management Agreement.



Exhibit 1 to Disclosure Statement

37. Common Expenses shall be allocated equally between and be paid equally by the 20 Co-owners on the basis of 1 equal share for each RV Lot owned. Payment shall be made within 30 days of CRW providing notice to the Owner of the amount of the Owner's share of the Common Expenses.

INSURANCE

38. CRW does not accept any responsibility for damage to persons or property occurring on the Owner's RV Lot and the Owner is responsible for maintaining their own third party liability and all risks coverage for the Owner's RV Lot, their RV or its contents. The Manager shall arrange for the insurance of Common Property against third party liability and the Common Assets and Common Facilities under a comprehensive general liability insurance policy including third party liability. Such insurance costs will form part of the Common Expenses.

ENFORCEMENT OF ASSESSMENTS

39. The Manager may enforce the collection of Common Expenses and collect any Real Property Taxes levied or apportioned under the terms of this Agreement in accordance with the provisions of Appendix A to the Rules and Regulations. In addition, defaulting Co-owners who fail to pay any assessment or assessments within ninety (90) days from the date that the assessment or assessments are due, or permits a builders lien to remain on title to the Lands for more than 30 days shall be subject to the provisions contained in Sections 13 and 14 of the Property Law Act, R.S.B.C. 1996, c. 377 which provide for a Court ordered sale of an RV Lot to allow payment of such assessments in certain circumstances.

SUBDIVISION AND STRATIFICATION

40. Subdivision of the Lands into bare land strata lots is currently prohibited by the permit issued by the Agricultural Land Commission and no further RV Lots may be constructed on the Lands. However, in the event such restrictions are removed at a future date, CRW may at its discretion, apply to subdivide the Lands by way of bare land strata plan so as to create separate titles for bare land strata lots in the same dimensions and location as the RV Lots and arrange for transfer of title to each such strata lot to the Co-Owner of the RV Lot that is shown in the same location as on such strata plan

RIGHT OF FIRST REFUSAL

41. CRW's Right of First Refusal is to be in the form and on the terms set forth in Schedule F to this Agreement. The Right of First Refusal is to be registered at the Land Title Office as a charge against the Owner's Shared Interest in the Lands.

42. The Right of First Refusal and registration thereof is intended to ensure that a person who may at some future date acquire title to the Owner's RV Lot will have notice of the provisions of this Agreement and will be required to enter into a Co-Owner Agreement with CRW and Perssons.

Exhibit 1 to Disclosure Statement

43. CRW will do all things required to allow transfer the Owner's Shared Interest to the purchaser subject to payment of all outstanding assessments pertaining to the Owner's Shared Interest and Owner's RV Lot and subject also to delivery by the purchaser to CRW of an executed and registerable Right of First Refusal to the Owner's RV Lot and an executed copy of this Agreement.

44. CRW will not exercise the Right of First Refusal granted to it unless title to the Owner's RV Lot is transferred, conveyed or assigned by any means whatsoever to a third party who has not prior to the completion of such transfer, conveyance or assignment agreed with CRW and Perssons to execute this Co-Owner Agreement, or at the discretion of CRW, a Co-Owner Agreement having similar provisions to this Agreement.

ASSIGNMENT

45. Perssons covenant and agree with the Owner that on disposition of the registered and/or beneficial interest in the Remainder Lands that they will cause the purchaser/transferee/assignee of the Remainder Lands to be bound by the terms of this Agreement including, but not limited to, the licences granted to the Co-owners for the Access Road and Septic System, and Perssons shall agree with such purchaser/transferee/assignee to be bound by the said licences.

GENERAL

46. All words herein of the male gender shall be deemed to include the female gender, corporations and partnerships, and the singular number shall include the plural number, as the case may be, whenever the context shall so require.

47. This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

48. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, such covenant or other provision shall be severed and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

49. Each of the parties shall execute and deliver all such further documents and do such further acts and things another party may reasonably request from time to time to give full effect to this Agreement.

50. This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

51. This Agreement may be executed in two or more counterparts, by facsimile or by scanning of an original with delivered by email each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Exhibit 1 to Disclosure Statement

52. Headings are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement.

Signed by the parties as of the day and year set out above.

COLUMBIA RIVER WETLANDS RV PARK LTD.

Per: _____
Authorized Signatory

SIGNED, SEALED & DELIVERED
in the presence of:

Signature

GARY PERSSON

Print Name

Address

KAREN PERSSON

Occupation

SIGNED, SEALED & DELIVERED
in the presence of:

Signature

Print Name

Address

Occupation

OWNERS





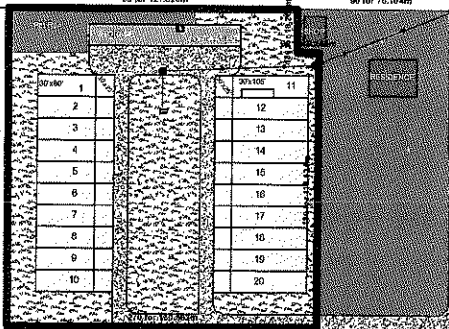
Schedule A to Co-Owner Agreement CRW Development Plan

HIGHWAY #95
23 Km to Golden, B.C.

**NE 1/4
SEC 24
TP25 R.21 W5M
KOOTENAY DISTRICT**

LS 16

Lot Number	Square Meters	Acres
1	292.6	0.07
2	292.6	0.07
3	292.6	0.07
4	292.6	0.07
5	292.6	0.07
6	292.6	0.07
7	292.6	0.07
8	292.6	0.07
9	292.6	0.07
10	292.6	0.07
11	362.3	0.09
12	362.3	0.09
13	362.3	0.09
14	362.3	0.09
15	362.3	0.09
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20	362.3	0.09

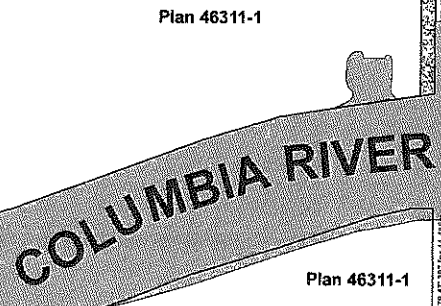
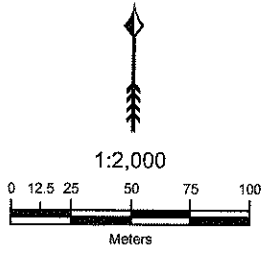


**NE 1/4
SEC 19
TP25 R.21 W5M**

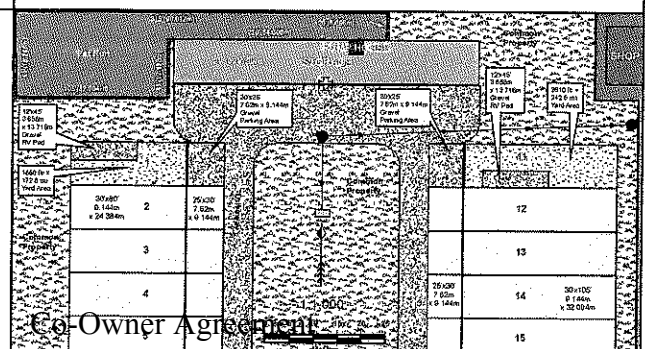
DD128018-1

Rem. LS 9

Parcel 1
Plan 3850-1



RV Site Detail



Legend

- Approx. Pin Location
- Located Power Pole
- ⊗ Railway Crossing
- RV Lot Lines
- ▬ RV Property Bdy.
- Powerline
- ⊕ Railway
- ▬ Major Highway
- RV Lot Area
- ▨ Driveway
- ▩ Private Property
- ▧ Proposed Storage Building
- ▨ Septic Field
- ▩ Pump House
- ▨ Common Property
- ▨ Pet Run
- ▨ Remainder Lands
- ▨ River
- ▨ Lake

BCGS Map No.: 082N017
Projection: NAD83 UTM Zone 11N
January 24th, 2012
Version 2.0



Co-Owner Agreement



MANAGEMENT AGREEMENT

This Agreement is made the ____ day of _____, 20__

BETWEEN:

Phone: _____

E-mail: _____

Being an owner of a Shared Interest as defined in a Co-owner Agreement signed by the parties hereto, consisting primarily of 2/100ths undivided interest in the Lands as defined in this agreement and the exclusive use of an RV Lot within the Lands (hereinafter called the “Owner” and together with other such owners, called the “Owners”).

AND:

COLUMBIA RIVER WETLANDS LTD.

(hereinafter called the “Company”)

AND:

GARY AND KAREN PERSSON

(hereinafter called the “Agent”)

BACKGROUND

A. The Owner is one of up to 20 Owners of RV Lots (the “RV Lots”) in a development known as the Columbia River Wetlands RV Park (the CRW RV Park”) as described in a Co-Owners Agreement (the “COA”) among such Owners, the Company and the owners of the Remaining Lands all as described in the COA.

B. The Company is the developer of the RV Lots and as such has reserved the right to manage the RV Lots and associated Common Property (the “Common Property”) and common assets (the “Common Assets”) both as defined in the COA.

C. Each Owner, the Company and the Agents wish to record the terms of their agreement as to the management of the CRW RV Park.

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. The Company hereby contracts with each Owner to act together with the Agent to exclusively provide services to manage and administer the CRW RV Park and in particular the management of the Common Property and the Common Assets upon the terms of this agreement.
2. The Company accepts this contract of services and agrees to provide the services of the Agent to perform its duties herein and as outlined in Appendix A. The Agent accepts this contract as Agent of the Company.
3. The Company shall be paid as compensation for the services to be provided by the Agent in accordance with this Agreement, the sum of \$_____ annually, plus applicable taxes, payable in equal monthly installments commencing on the date first above written, and continuing on the first day of each and every month thereafter. Any changes to compensation must be agreed to by both the Company and the Owners or as approved in the annual budget approved by the Owners.
4. The parties agree that the Company may assign its interest in this agreement to another manager approved by a majority of the Owners and a general meeting of the Owners from time to time of the CRW RV Park,
5. In all matters requiring the attention of the Agent hereunder, the Agent will act promptly and in a businesslike manner.
6. The Agent agrees:
 - (a) To deposit all receipts in an account or accounts in an institution qualified to engage in banking business, separate from the Agent's personal accounts and separate from any other accounts held by the Agent;
 - (b) To perform the duties and responsibilities herein contracted by the Agent; and
 - (c) To ensure that all insurance premiums are paid on time provided there are sufficient funds on hand to pay such premiums as they become due and shall forthwith notify the Company if there are not sufficient funds to pay such premiums.
7. The Agent shall refer to the Company and the Owners details of any alleged infractions of the COA or the Rules and Regulations, and the Agent shall carry out only the directions of the Company in regard thereto.
8. The Agent shall make available to the Company and any Owner, on reasonable notice, records of expenses incurred for the upkeep of the Common Property and Common Assets.
9. The Company agrees with the Agent:
 - (a) To save the Agent harmless from all damage, claims, costs and expenses suffered or incurred by the Agent as a result of the bona fide performance by the Agent;
 - (b) To furnish to the Agent all documents and records available to it which may be required by the Agent to properly manage the CRW RV Park;

- (c) To provide the Agent with a copy of the Rules and Regulations of CRW RV Park and any changes, additions or deletions from time to time; and
 - (d) That the Agent is hereby empowered to act as signing authority on the general account of the Company to make, sign, draw, accept, endorse, negotiate or deposit any or all cheques when signing on behalf of the Company.
10. The Agent may terminate this Agreement, by giving to the Company at least ninety (90) days written notice of termination to take effect at the end of any calendar month, such notice shall be deemed to have been received by the Company on the day following the date on which such notice was posted in the Province of British Columbia.
 11. The Company may terminate without cause this Agreement by giving to the Agent at least ninety (90) days written notice of termination to take effect at the end of any calendar month, such notice shall be deemed to have been received by the Agent on the following date on which such notice was posted in the Province of British Columbia.
 12. The Owners may terminate this agreement by way of a 75% vote at a general meeting of the Owners after such meeting has considered evidence of a breach of this agreement by the Company or the Agent where such breach amounts to gross negligence or fraud.
 13. Upon termination of this Agreement, all proper accounts shall be taken between the Owners, the Company and the Agent within ten (10) working days following the termination date. The Agent shall furnish to the Company or its duly appointed agent, all books, records and documents of the Company within ten (10) working days following the termination date and the Agent shall have the right to retain photographic copies and correspondence which the Agent deems to be necessary as a permanent record of this Agreement. The Company shall have the same obligation to the Owners in the event of a termination of its agreement with the Owners as set out herein.
 14. Any amendment or alteration to this Agreement shall be in the form of a written addendum duly signed by all parties.
 15. This Agreement and the terms hereof shall be effective as and from the date first above written.
 16. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be executed as of the day and in the year first above written.

SIGNED, SEALED & DELIVERED
in the presence of:

Signature

Print Name

Address

Occupation



Owner

Owner

Signed on behalf of COLUMBIA RIVER WETLANDS LTD.

Authorized Signatory

SIGNED, SEALED & DELIVERED
in the presence of:

Signature

Print Name

Address

Occupation



KAREN PERSSON

GARY PERSSON

APPENDIX "A"**COMMON PROPERTY AND COMMON ASSETS – UPKEEP**

1. Inspect the Common Property and Common Assets on a regular basis. Record and react to problems promptly by making arrangements for repair, maintenance or replacement in relation to any Common Assets or the Common Property
2. Supervise and communicate with service people as required to maintain the Common Property and Common Assets in a good state of maintenance and repair.
3. Co-ordinate periodic maintenance schedules.
4. Provide the Company and the Owner with emergency service contacts and telephone numbers.
5. Receive and respond to all contacts, correspondence and telephone calls regarding the physical upkeep of the Common Property and Common Assets
6. Maintain all property files and documents related to the Common Property and Common Assets.
7. Maintain a registry of all Owners.
8. Renew general insurance on an annual basis for the Common Property and Common Assets.
9. Review Rules and Regulations and provide assistance with additions and amendments as required.
10. Upon written notification from the Company or any Owner, notify an Owner or the Owner's guests of any infraction of Rules and Regulations and demand such infraction cease or be cured immediately.
11. Enforce the application of penalties under the COA against offending Owners. Notify Owners regarding their Annual meetings, and attend such meetings when requested, transcribe and circulate the minutes.
12. Receive and respond under the direction of the Company directors to all contacts, correspondence, email and telephone calls pertaining to the administrative upkeep of the Company Property and Common Assets.
13. Maintain all accounting records on behalf of the Company.
14. Maintain necessary separate bank accounts for the Company in its capacity as Manager
15. Receive record and deposit the monthly maintenance fees.
16. Receive record and pay all invoices incurred for the benefit of the Owners, follow up delinquent accounts as established and directed by the Company directors.
17. Provide Owners with annual financial statements and a proposed budget for the upcoming year at least 14 days prior to each Annual Meeting.

TERMS OF INSTRUMENT – PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the Lands;
- B. Section 219 of the *Land Title Act* provides that there may be registered as a charge against title to any land a covenant of a negative or a positive manner in favour of the Crown, or a Crown corporation or agency in respect of the use of land.
- C. **Definitions:**
- (a) **Covenant Area** means the area outlined in bold black on the sketch plan attached to this Covenant;
- (b) **Lands** means collectively the land described in Form C – Part 1, Item 2;
- (c) **Permanent Structure** means a residential building that has permanent concrete footings or similar foundation installed within or on the ground so as to permanently affix the structure to the ground and includes a Manufactured Home as defined in the *Manufactured Home Act* regulations, which is intended for habitation;
- (d) **Permitted Structures** includes travel trailers, tourist trailers, campers, recreational vehicles or park model trailer as each of these terms is defined or referred to in the legislation of the Province of British Columbia at the date of this Instrument, such trailer, park model trailer or vehicle may be connected to the Utility Systems within the Covenant Area and any outbuilding not used for habitation purposes, including storage or in connection with the Utility Systems.
- (e) **Transferee** means collectively the party(ies) described as Transferee(s) in Form C – Part 1, Item 6 hereto;
- (f) **Transferor** means collectively the party(ies) described as Transferor(s) in Form C – Part 1, Item 5 hereto;
- (g) **Utility Systems** means collectively all above ground and/or underground storm, sewer, water, electrical, communications, natural gas, and propane systems, as appropriate for the conveyance of such utility to Permitted Structures on the Lands, including all pipes, valves, fittings, conduits, transformers, cables, poles, guy wires, brackets, crossarms, insulators, transformers, anchors, tanks, wells, pumps, meters, and other ancillary equipment in connection therewith.

Now therefore this Agreement witnesseth that pursuant to Section 219 of the *Land Title Act*, and in consideration of the sum of One Dollar (\$1.00) now paid to the Transferor by the Transferee (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto agree and covenant with each other as follows:

1. Hereafter the Transferor will not construct or place, or permit to be constructed or placed, any Permanent Structure on the Lands.
2. Notwithstanding the grant in paragraph 1 herein, the Transferor and the Transferee, each, personally covenant and agree, that the restrictions set out in paragraph 1 applies only to the Covenant Area which shall be used only for the purpose of parking Permitted Structures.
3. The Transferor does hereby, on behalf of the Transferor and the Transferors heirs, executors, administrators, successors and assigns, remise, release, indemnify and save harmless the Transferee, its officers, officials, employees or agents from any and all claims, causes of action, loss or suits of whatever nature of kind including, without limitation, claims for property damage, personal injury or death arising out of or in any way connected with this Covenant. The Transferor does further agree that the Transferee shall have no obligation to ensure compliance with or enforce the terms of this Covenant, which at all times shall remain the responsibility of the Transferor and the Transferors heirs, executors, administrators, successors, assigns and successors in title.
4. Pursuant to Section 219 of the *Land Title Act*, the covenants herein contained shall be covenants running with the Lands and shall enure to the benefit of and binding upon the Transferor and the Transferors heirs, executors, administrators, successors, assigns and successors in title.
5. This Covenant will be interpreted according to the laws of the Province of British Columbia.
6. If any part of this Covenant is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
7. Nothing contained or implied in this Covenant shall prejudice or affect the exercise of any of the Transferees functions under any source of authority including, without limitation, any statutes, regulations, bylaws, orders or other constating documents, all of which may be fully and effectively exercised by the Transferee.
8. The Transferor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Covenant.
9. This Covenant will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.

Schedule C to Co-Owner Agreement
Terms of Instrument

10. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.



Schedule C to Co-Owner Agreement
 Terms of Instrument
CRW Development Plan

HIGHWAY #95
 23 Km to Golden, B.C.

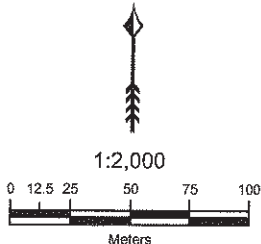
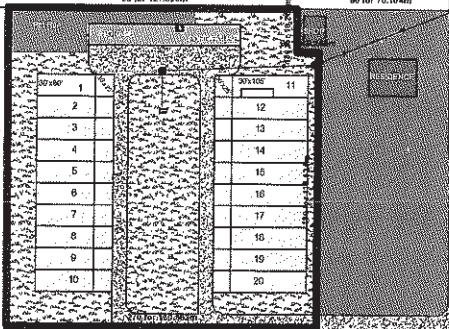
**NE 1/4
 SEC 24
 TP25 R.21 W5M
 KOOTENAY DISTRICT**

LS 16

**NE 1/4
 SEC 19
 TP25 R.21 W5M**

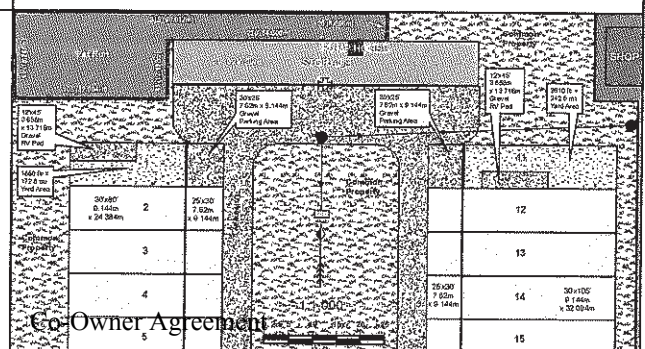
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Lot Number	Square Meters	Acres
1	292.6	0.07
2	292.6	0.07
3	292.6	0.07
4	292.6	0.07
5	292.6	0.07
6	292.6	0.07
7	292.6	0.07
8	292.6	0.07
9	292.6	0.07
10	292.6	0.07
11	362.3	0.09
12	362.3	0.09
13	362.3	0.09
14	362.3	0.09
15	362.3	0.09
16	362.3	0.09
17	362.3	0.09
18	362.3	0.09
19	362.3	0.09
20	362.3	0.09



COLUMBIA RIVER

RV Site Detail



Legend

- Approx. Pin Location
- Located Power Pole
- ⊗ Railway Crossing
- RV Lot Lines
- ▬ RV Property Bdy.
- Powerline
- ▬ Railway
- ▬ Major Highway
- RV Lot Area
- ▨ Driveway
- ▩ Private Property
- ▧ Proposed Storage Building
- ▤ Septic Field
- ▥ Pump Body
- ▦ Common Property
- ▧ Pet Run
- ▨ Remainder Lands
- ▩ River
- Lake

BCGS Map No.: 082N017
 Projection: NAD83 UTM Zone 11N
 January 24th, 2012
 Version 2.0



Co-Owner Agreement

**REFERENCE PLAN TO ACCOMPANY EASEMENT
 OVER PART OF PARCEL A (REFERENCE PLAN
 46311-I), SEC 24, TP 25, R 21, W5M,
 KOOTENAY DISTRICT**

Pursuant to Section 99(1)(e) of the Land Title Act

BCGS 82N.016



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:1500.

LEGEND

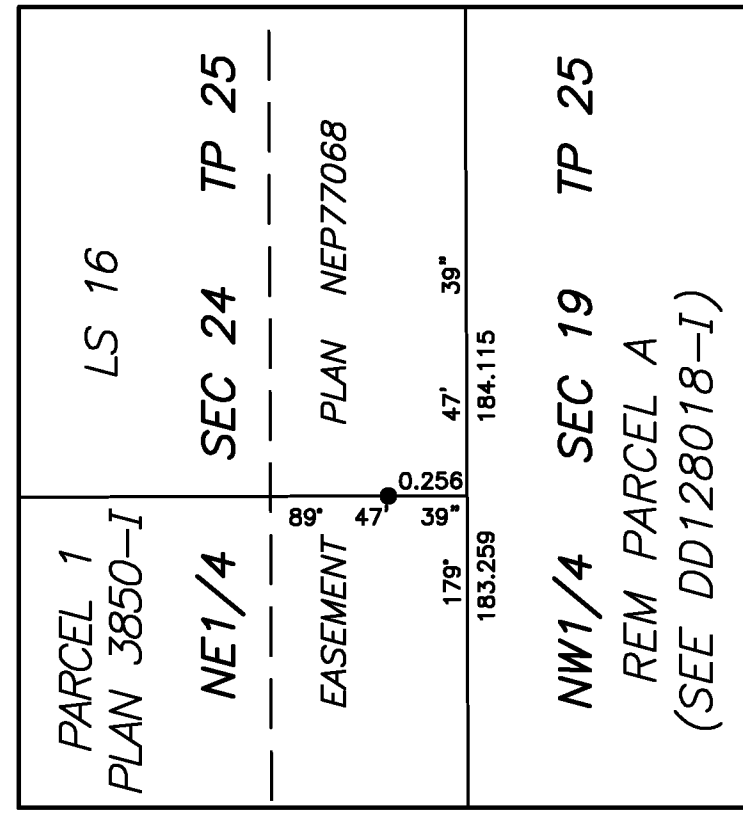
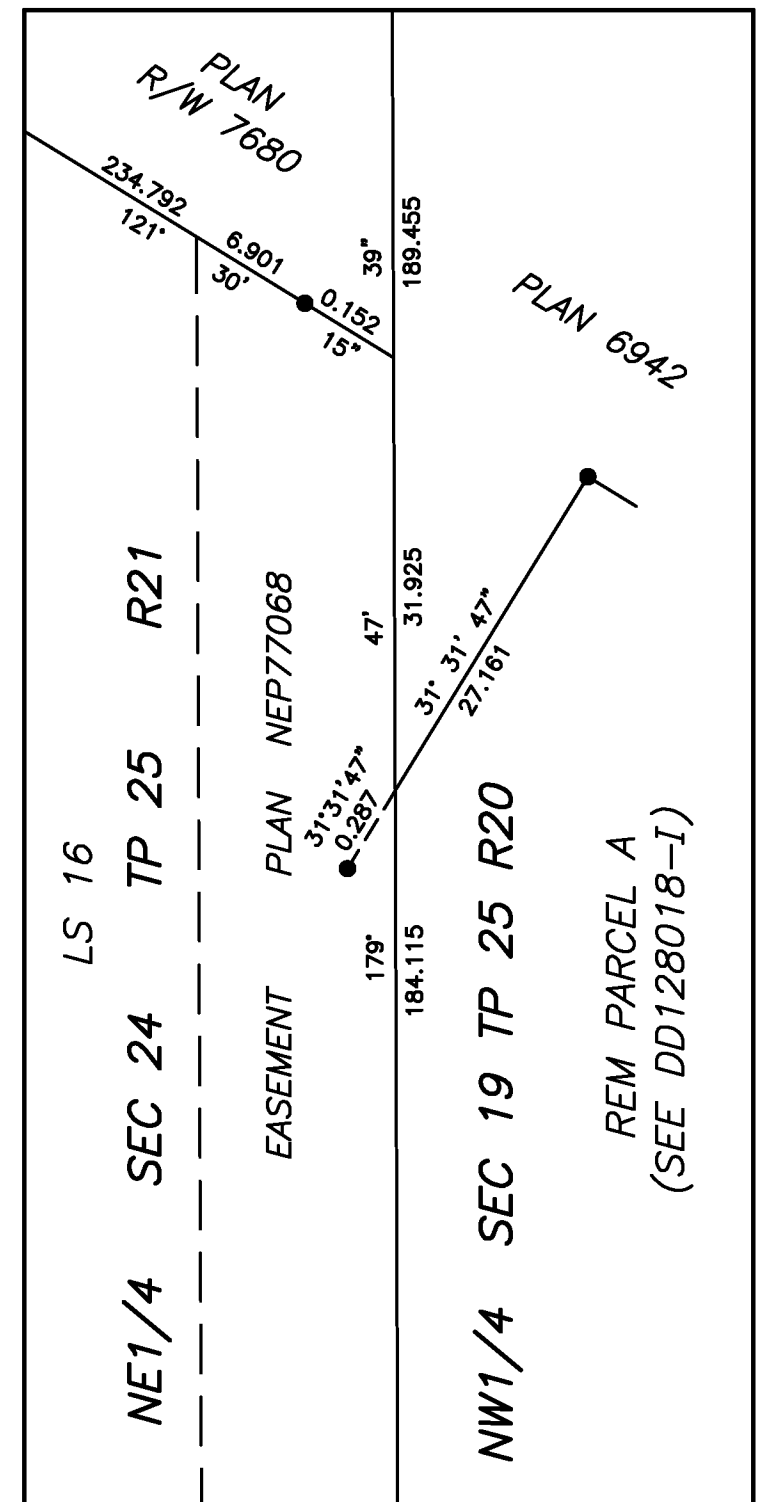
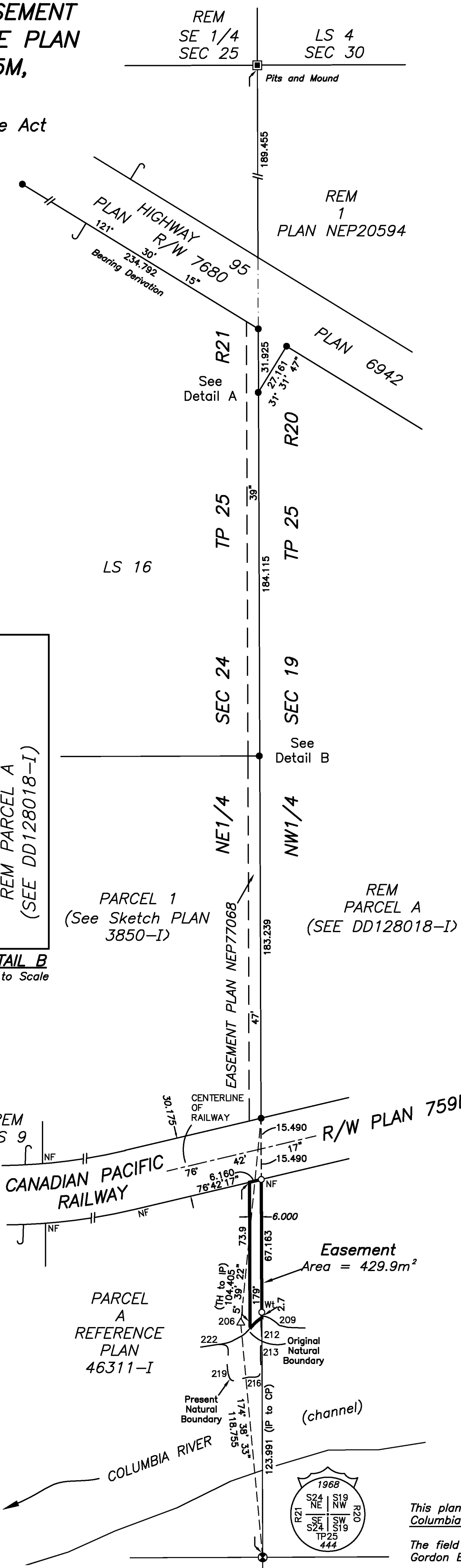
Bearings are astronomic, derived from Plan 7680. All distances are in metres and decimals thereof unless otherwise noted.

Note:

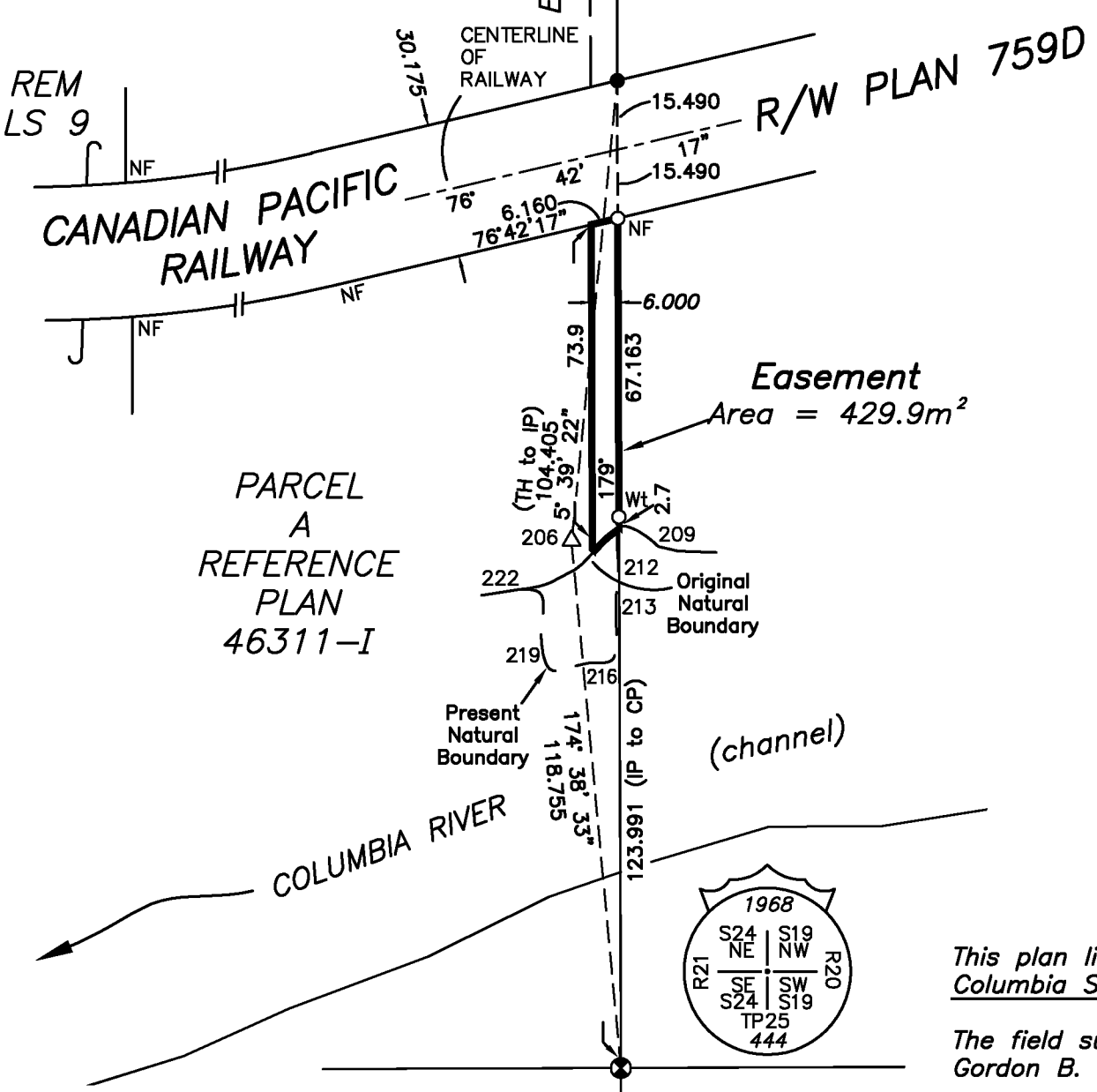
This plan shows one or more witness posts which are set along the production of the property boundary unless otherwise noted.

- denotes standard iron post found
- denotes standard iron post placed
- ⊙ denotes standard capped post found
- ⊠ denotes old pattern Dominion iron post found
- △ denotes traverse hub placed

PLAN EPP3630



FROM	BEARING	DISTANCE	TO
206	92°37'16"	19.55	209
206	82°10'10"	15.78	210
206	72°20'32"	11.80	211
206	109°16'20"	11.07	212
206	144°27'42"	17.09	213
206	156°03'15"	24.79	214
206	160°50'12"	27.94	215
206	172°0'56"	27.40	216
206	9°48'57"	28.90	217
206	15°17'32"	24.93	219
206	20°25'24"	18.94	220
206	32°3'16"	13.44	221
206	48°4'25"	15.79	222



This plan lies within the Columbia Shuswap Regional District

The field survey represented by this plan was completed by Gordon B. Gamble, B.C.L.S. on the 26th day of July, 2009. ECP # 99074

FOCUS
 FCS Land Services Limited Partnership
 Invermere, B.C.
 PROJECT REF./DRAWING No.
 030400630-ES-R1



RULES AND REGULATIONS REGARDING THE USE OF RV LOTS, COMMON PROPERTY, AND RIVER ACCESS

Introduction

Columbia River Wetlands RV Park Ltd. (“CRW”) has adopted the following rules and regulations pertaining to the use of the facilities within the Columbia River Wetlands RV Park (the “RV Park”). These rules and regulations apply to all people visiting or using the RV Park, whatever the category (i.e. Owner, Guest, Family member, Visitor, etc.).

The primary consideration in the adoption of these rules and regulations has been to enable the Owners and others to obtain maximum enjoyment from the use of the facilities while at the same time considering aspects of health, safety, general welfare and rights of other Owners.

These Rules and Regulations are unalterable except if passed by a unanimous vote of the Owners.

CRW as the initial Manager under the Management Agreement, and any subsequent Manager contracted by the Owners, (the “Manager”) shall have the authority to see that each of these rules and regulations is carried out and to enforce the same at all times. The Managers shall have the Power to make rules and regulations from time to time to control the Development and abate nuisances, including excessive noise, liable to be committed upon the RV Park Property to insure the **Quiet Enjoyment** by the Purchaser of their Lot and the Common Property.

A. Exclusive Use

1. Each Owner will have exclusive use of the RV Lot(s) that has been assigned to their Shared Interest.

B. General Visitation Rules

2. The RV Park will be kept open year round.
3. All facilities are used by the Owner's at their own risk.
4. Employees of CRW and its directors shall not be subject to the individual direction or control of Owners or others. The control of employees is specifically vested in CRW and its duly authorized agents.
5. Under no circumstances will minors (under the age of 19 years -BC law) be served, or be able to assist in serving or be permitted to consume liquor in or on any part of the RV Park Common Property.

6. CRW, its directors and their servants and agents will not be responsible for any personal injury to any Owner or other person, or for any loss or damage to any property of any Owner or other person.
7. All garbage and other waste material must be placed in the receptacles provided by the RV Park.
8. Taking shortcuts across or through RV Lots is not permitted. Enjoy the beauty of the RV Lots but respect the privacy of others and the work done on their RV Lots.
9. No Owner or other person is permitted to sell goods or services within the RV Park.
10. Tents, tent-trailers, pop-up trailers and/or travel trailers will be permitted on owners Lot for Short term use only (ex. family visits) with the prior approval from the Manager.
11. Pleasure riding of dirt bikes, snow machines, scooters or all-terrain vehicles is not permitted within the RV Park Common Property, RV Lots or River Access. Noisy vehicles, whether automobile, truck, snow machine, motorcycle or boat are not permitted to be operated on the RV Park Common Property, RV Lots or River Access.
12. Nothing shall be posted on any bulletin board or elsewhere within the RV Park. No sign (ie. "For Sale") may be displayed on any RV Lot or on any recreational or other vehicle other than names and numbers.
13. All guests, visitors and others shall register at the registration office upon arrival. Owners are exempt from this registration process. It is the Owner's responsibility to ensure their guests and visitors have read and understand these Rules and Regulations.
14. Owners and all other persons shall conduct themselves with decorum while upon the premises of the RV Park and shall not indulge in loud or boisterous conduct games or sports which may bring the RV Park into disrepute or interrupt the harmony of the community. No Owner, guest, or invitee of an Owner shall harass, intimidate, badger or in any other way interfere with any other Owner, their guests, or invitees in a manner which would detract from the normal quiet enjoyment to which all occupants of the RV Park are entitled. No Owner, guest or visitor of an Owner may display insignia on clothing or vehicles or in any other manner which are ordinarily perceived as "gang colours".
15. If any Owner or other person in the RV Park as a guest, or invitee of an Owner breaches the rules and regulations, the provisions attached hereto as Appendix A shall apply.
16. Owners and others shall at all times be responsible for the conduct of their children and guests on the RV Park premises. All young children must be accompanied by an adult when using the RV Park facilities, and special care and attention is to be given to children when using the land adjacent to the river, crossing the train tracks, and to wildlife.
17. Owners shall be responsible for the conduct of and any charges incurred by their families,

guests or other persons they permit to use the RV Park or the Owner's RV Lot. They shall be responsible for the full value of any loss or damage to property or equipment willfully or otherwise defaced, injured, damaged or destroyed by their families, guests or other persons the Owner permits to use the RV Park or the Owner's RV Lot.

18. The gathering or cutting of wood or other vegetation within the RV Park is prohibited.
19. Fires are permitted in designated fire pits only on individual Owner's RV Lot. The Manager may prohibit the building of fires at any time when such fires are considered either unsuitable or when they represent a fire hazard
20. No firearms shall be discharged within the RV Park.
21. The speed limit on the RV Park roads is 10 km/hr. unless otherwise posted. Parking is permitted only in designated parking areas and never under any circumstances on roadways or grassed areas. No major repairs or adjustments shall be made to motor vehicles on the RV Park premises. Valid driver's licenses are required to operate any motorized vehicles on the resort property.
22. Quiet hours shall be observed from 11:00 pm to 8:00 am. Any noise-generating equipment such as televisions, radios, tape or CD players or generators shall be restricted in their use and time of operation for the mutual comfort and pleasure of Owners. At no time shall the use of such equipment be permitted to cause a nuisance to other users of the area.
23. No outside clothes drying or clothes lines are permitted within the RV Park area, except the unobtrusive drying of bathing suits and towels.
24. Complaints from Owners can be brought to the attention of the Manager which will authorize any appropriate action.

C. Common Areas and Wetlands

25. Profanity, loud, and abusive language and other objectionable acts are prohibited.
26. All RV Park buildings and common areas are smoke free.
27. People do enjoy swimming in the quiet waters in the wetlands; however the river is unsafe, use precautions and swim at your own risk.

D. Reservation System

28. Owners must notify the park of each intended family guest occupancy of the Owner's RV Lot when the Owner will not be present. Such notifications shall be accomplished prior to the arrival of the Owner's guests at the RV Park.
29. Day guests of Owners shall not use the RV Park unless accompanied by the Owner. Family guests of Owners do not have to be accompanied by the Owner when occupying the Owner's RV Lot.

30. Day visitors shall obtain a registration form marked "Visitor" and include the name of the Owner they are visiting.

E. Electricity on RV Sites

31. The cost of electricity on RV Lots is not included in the common expense maintenance fee. The cost of electricity on RV Lots will be metered and charged according to usage.

F. Taxes

32. Taxes assessed on the RV Lots and RV Park property and payable by each Owner according to sections 32 through 36 of the Co-Owners Agreement will be subject to the enforcement remedies set out in Appendix "A", in addition to any other means of enforcement available in law.

G. Private Owners

33. Owners may permit other family members to use their RV Lots with the prior approval of the manager.
34. Owners shall be responsible for all damages incurred by their guests.

H. Regulations Concerning the Development Landscaping and Use of RV Sites

35. In order to avoid misunderstanding and to try to preserve the RV Park appearances, no construction, alterations or improvements to any RV Lot, including, but not limited to landscaping, decks, railings, trellises, storage sheds or modifications to existing structures may be carried out, by or on behalf of any Owner without the written approval of the Manager. An application for such work must be obtained from the Manager and when submitted for approval must be accompanied by plans of the intended work or construction. A copy of the approved application should be retained by the Owner as proof of compliance.
36. Each Owner shall have 12 months to complete any major construction and/or landscaping projects once commenced.
37. Any approved alterations, landscaping or other improvements to an Owner's RV Lot are subject to on-going review by the Manager as to proper up-keep and maintenance of same. The Manager may at its sole discretion, require the Owner to repair any deterioration of these improvements. If the Owner is unavailable to repair or to make the necessary changes, CRW may make the necessary repairs at the cost of the Owner after giving suitable notice to the Owner.
38. Use of RV Lots is for recreational purposes only. No RV Lot may be used for a commercial endeavor or for business purposes. The Owner will not rent their RV Lot.

39. The road shoulders must be maintained. No walls, posts, rocks, etc. will be permitted on the road shoulder.
40. RV Lots shall be left in a clean and tidy condition at all times, tarpaulins shall not be used to cover RV's, decks, vehicles or other property or structures on an RV Lot.
41. The storage or parking of more than 3 vehicles in addition to the RV on an Owner's RV Lot is not permitted. Additional vehicles must be parked in designated parking areas or in the CRW storage area. Boats and trailers or non-motorized equipment or hauling trailers must be stored in storage area.
42. The Manager reserves the right to determine the suitability of any vehicle for use or storage within the RV Park and to exclude same if it is deemed unsuitable.
43. All RV's entering onto the RV Park must be CSA approved, and must have up to date personal liability insurance and are subject to approval by the Manager. The Manager, in any case, at its sole discretion, reserves the rights to rule on the suitability of any RV entering the RV Park.
44. The RV may be raised off the ground only to the extent that the weight is off the tires. The RV may not be raised higher than this.
45. Decks may be built to a maximum allowable height of 32" from ground level. Decks may be built to wrap around the end of the R.V unit and may extend beyond the end of the unit. Railings above the level of the deck are permissible to a further maximum height of 42". With prior written approval of the manager, decks may be up to a maximum of 480sq. ft. (12x40).
46. The style and color of the storage shed or skirting must be neutral or match the RV. Park Model RV's must be skirted and winterized.
47. One storage shed shall be allowed on each RV Lot. Maximum wall height of 7 ft. 6 in. to a maximum of 9 ft. 6 in. at the peak of the roof, a maximum overhang of 3 ft., and a maximum completed size of 100 sq. ft., location to be approved by the Manager. There shall be a minimum set back of 3 ft. from side and rear yard lines. No metal sheds will be permitted.
48. No vehicle repair or maintenance shall be carried out on the RV Park property.

**REGULATIONS REGARDING THE USE OF
COMMON PROPERTY**

1. No trees, shrubs or ground cover shall be removed without the approval of the manager.
2. The placement and maintenance of ornamental trees or shrubbery shall be governed by the decision of the Manager.
3. No Owner or visitor shall do anything which will be noisy or offensive on the Common Property so as to interfere with the enjoyment by any Owner of the Common Property or his/her RV Lot.
4. No Owner or visitor shall do anything on the Common Property likely to damage the plants, bushes, flowers or foliage thereon.
5. No Owner shall use the Common Property for the storage of any personal property.
6. No Owner or visitor shall burn any rubbish or any other material on the Common Property.
7. A community garden area will be provided within the Common Property with a designated area for the use of any Owner who requests such a designated area in writing delivered to the Manager. The Manager may impose such special rules and regulations related to the use of the community garden by the Owners as the Manager considers appropriate from time to time, including the collection of a deposit to be applied to any damage or costs incurred by the Manager as a result of that Owner's use or neglect of their designated area. It will be the responsibility of each Owner to maintain their designated area within the community garden in the manner prescribed by the Manager within such rules and regulations. The penalties and enforcement provisions within Appendix "A" may be used by the Manager to enforce such special rules and regulations.
8. The Owners shall comply with such other rules and regulations as shall be determined by the Manager from time to time.
9. Fires are permitted in designated fire pits only and with the approval of the Manager. The Manager may prohibit the building of fires at any time when such fires are considered either unsuitable or when they represent a fire hazard

REGULATIONS RESPECTING USE OF RV LOTS

1. No billboards, placards or advertising signs of any kind shall be erected or displayed on any lot or in any window or door of any residence or building on any lot except with prior approval of the Manager.
2. Boundary fences, ornamental trees or shrubbery will be permitted subject to the prior approval of the manager as to construction, material, design and type of shrubbery.
3. One RV Lot owned by CRW may be used for RV Park maintenance operations. No other RV Lot may be used to operate any business.
4. No more than one (1) self-contained Recreational Vehicle may be on any RV Lot at any time without the consent of the Manager.
6. All building plans and/or reconstruction plans shall be submitted to the Manager for approval.
7. All RV Lots and RVs thereon shall be maintained in a clean and neat manner.
8. No trees shall be removed from any lot without the approval of the Manager.
9. No RV Lot shall be rented.
10. Park Model and/or Travel Trailers may be placed on an Owner's RV Lot subject to prior approval from the manager as to age, design and appearance. For occupancy between November 1 and April 1, a Park Model is required.
11. No Owner, Guest or Visitor shall burn any rubbish or other unpleasant materials on the Owner's RV Lot

RV PARK PET RULES

1. Pets must be on a leash at all times within the RV Park.
2. Pets can be off leash while in the Pet Play area designated by the Manager.
3. Pets can be off leash while on the river access area while swimming only, once out of the water, they must be put back on leash.
4. All pets must be well behaved. The Manager reserves the right to have any pet removed from the RV Park if unruly.
5. Pets must not be allowed to continually bark.
6. Pet waste must be collected and placed in an odour free container on that pet Owner's RV Lot.
7. The RV Park has a 2 pet maximum with no size restrictions.
8. Quiet time at the River Access area is from 8pm until 10am. Pets will not be allowed to swim during these hours; they must be quiet so that others can enjoy the quietness of the surrounding areas.
9. If there is more than one user at the river area, pet owners must ensure that their pet does not bother the other guests.
10. Pet owners must not allow their pets to urinate on any RV Park property, or any other RV Lot Owner's property.

Appendix "A"

1. Any Owner (the "Offending Party") who breaches these Rules and Regulations, and including any guest or invitee of the Owner, shall be subject to the following sanctions.

(a) The Manager or it's agent may have an offending party removed from the RV Park immediately if the breach of these rules and regulations is such that in his or her opinion that the safety or well-being of himself, herself or other persons is being jeopardized.

(b) For breaches of these rules and regulations which do not fall within the category set out in Paragraph 1 hereof, the Manager shall provide a written notice to the offending party outlining the breach and requesting that the breach or breaches cease or be rectified within a period of not more than 30 days.

(c) If the breach or breaches do not cease or are not rectified within the time as required, the Manager may issue a further notice in writing notifying the offending party that all services to the offending party's RV Lot including water and electricity will be withdrawn for a period up to 30 days to commence on such date as is determined by the Manager.

(d) If the offending party continues to be in breach of these rules and regulations following receipt of notices pursuant to Paragraph 1. B. and C. hereof, the manager may order in writing that all services to the offending party's RV Lot may be withdrawn and that the offending party be denied access to the RV Park for a period that shall not be in excess of one year.

(e) Any person receiving a notice pursuant to these provisions shall be entitled to attend the next scheduled meeting of the Owners and make representations to the Owners relating to the alleged breach or breaches of the rules and regulations. A decision of the Owners at such meeting shall be binding on the offending Owner.

(f) All notices pursuant to this part shall be hand delivered or sent by registered mail to the offending party at the address for the offending party as shown in the records of the Manager or such other address as may have been provided to in writing by the offending party prior to any breach.

(g) If the Manager concludes the breaches of the offending party have reached a limit determined by the Manager in its sole discretion, and the offending party has failed to cure the breaches in spite of a sanction imposed under paragraph 1(d) of this Appendix A, the Manager may initiate action in a court of law and seek judgement for any and all costs to clean up any damage, maintenance or repair required to bring the RV and the RV Lot into compliance with the Rules and Regulations and may seek an order that the RV of the offending Owner shall be removed and stored in a location determined by the court, until the offending Owner has satisfied the judgement ordered by the court.

Part 2 – Terms of Instrument

WITNESS that for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged by the Transferor) and for other good and valuable consideration:

1. The Transferor grants to the Transferee a Right of First Refusal to Purchase all and singular the lands and premises lying and being in the East Kootenay Assessment Area, in the Province of British Columbia, more particularly known and described as:

An undivided 2/100ths interest in:

PID: 016-553-934

Parcel 1 (Sketch Plan 3850I) Section 24 Township 25 Range 21 West of the 5th Meridian Kootenay District

(the “Lands”)

upon the terms of this instrument.

2. If during the period up to 11:50 p.m. the 31st day of August, 2093 the Transferor receives from a ready, willing and able purchaser an acceptable bona fide Contract of Purchase and Sale, subject only to the release of this instrument (the “Contract”), the Transferor shall give the Transferee written notice not less than twenty-one (21) days prior to the completion date of the Contract, setting forth the name and address of the proposed purchaser and a copy of the Contract. Subject always to paragraph 3 of this instrument, the Transferee shall thereupon have the right to purchase the Lands by giving the Transferor written notice not more than five (5) business days after receipt of the notice, in which event there shall be deemed to be a new contract of purchase and sale between the Transferor and the Transferee with a completion date to be extended by 14 days, and subject to the terms of this instrument. If the Transferee does not provide notice of exercise of its right to purchase the Lands as determined above, the Transferor shall be free to sell the Lands on the terms and conditions set forth in the said Contract but subject to the terms of this instrument.

3. The Transferee agrees not to exercise this Right of First Refusal if the proposed purchaser of the Lands is bound to enter into a Co-Owner Agreement prior to submission for registration in the Land Title Office of the transfer of the Lands to the proposed purchaser, in the form and content then in use by the Transferee or its successor in title and is bound to comply with paragraph 5 of this instrument.

4. In the event that the Transferee exercises its Right of First Refusal to Purchase, the purchase price shall be lesser of the purchase price that the Transferor paid when it purchased the Lands and the price set out in the Contract, and subject to paragraph 2 of this instrument, all other terms and conditions of the Contract shall govern the purchase and sale.

5. In the event that a third party purchases the Lands by reason of the Transferee not exercising its rights hereunder, the said third party shall, as a condition of the release of this Right of First Refusal to Purchase, be required to grant a replacement Right of First Refusal to

Purchase to the Transferee in the same form and content as this instrument, to be registered consecutively, on a concurrent all or nothing basis, with the transfer to the third party.

6. The Transferor covenants and agrees with the Transferee that the Lands are free and clear from all financial charges save as may be hereinbefore expressly set forth and the Transferor covenants that it will do nothing to encumber the said Lands after the execution of this Agreement without ensuring that the encumbrance holder is provided with a true copy of the aforementioned Co-Owner Agreement.

7. Subject to the requirements of a third party purchaser performing all of the covenants, agreements and provisions contained in the aforementioned Contract and in particular the granting of a replacement Right of First Refusal to Purchase, this Right of First Refusal to Purchase shall cease and determine absolutely and will entitle the Transferor to a discharge of same for registration at the Kamloops Land Title Office.

8. Any notices to be given hereunder shall be in writing addressed to the respective parties or their respective solicitors and sent by postage prepaid (air mail if to or from outside of Canada) or delivered by hand or transmitted by telecopy or email to the addresses set out above or in Part 1 – Form C to this instrument, or such other address as any party may notify all other parties in accordance with this provision, and shall be deemed to have been received, if delivered or transmitted when delivered or transmitted and if mailed, on the second business day after such mailing. unless there exists, at that date of mailing, a labour dispute or other event that would preclude delivery in which case notice shall be deemed to have been received if actually delivered.

9. Any notice required or permitted to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail to the last known address of the other party or as the other party may from time to time direct in writing.

10. Should there be a disagreement or dispute between the parties with respect to this Right of First Refusal or its interpretation which cannot be resolved by the parties themselves, the same will first be referred to a single arbitrator pursuant to the *Commercial Arbitration Act of British Columbia*, and the determination of such arbitrator will be final and binding on the parties. The cost of such arbitration is to be borne equally by the parties to this Right of First Refusal, except in such case where the decision of the arbitrator varies by more than 5% from the amount suggested by the losing party, in which case the losing party will pay the full cost of arbitration.

11. Time is expressly declared to be of the essence of this Agreement.

12. Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal, invalid, unenforceable or voidable for any reason whatsoever, such illegality or invalidity shall not affect the validity and enforceability of the remainder of this Agreement.

13. All words herein in the male gender shall be deemed to include the female gender, corporations and partnerships, and the singular number shall include the plural number, as the case may be, whenever the context so requires.

14. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, personal representatives, heirs, successors and assigns.

Exhibit 2 to Disclosure Statement

Estimated Annual Shared Costs

Maintenance: common ground lawns, shrubs, pruning, irrigating, river access, road rights of way,	\$7800
Snow Removal: (for BC Hydro purposes only until Park Model RV's are in place for year round use)	\$ 650
Garbage Removal: 6 months (based on no Park Models for winter use)	\$ 510
Water & Sewer Maint. And Operations: electricity for the pump house	\$2000
Insurance: 5 million Liability	\$1400
Taxes: BC Assessment	\$3000
Accounting, Bank Charges, Annual Corp Returns	\$2300
Management Fees:	\$2600
	Sub-Total \$20,260
10% Contingency Fee:	\$2026
	Total \$22,286

Total divided by 20 lots = \$1114.30 per year divided by 12 months = \$92.85 per month



PERMIT TO CONSTRUCT, USE, AND MAINTAIN ACCESS TO A CONTROLLED ACCESS HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation

Rocky Mountain District
129 10th Avenue S
Cranbrook, BC V1C 2N1
Canada

("The Minister")

AND:

Persson, Gary & Karen

Box 1990
Golden, British Columbia V0A 1H0
Canada

("The Permittee")

WHEREAS:

A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act;

B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

The installation, operation, and maintenance of a highway access at 2122 Highway 95 South, 20 km south of Golden BC. The access is to obtain entrance to Parcel 1, Plan 3850-1, Sec 24, Twp 25, R21, W 5M, KD, which is being used as an RV Park, via easements KW179409 and KW179410.

C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

- 1 The Minister shall designate an official ("the Designated Ministry Official") who shall act as the Minister's agent in the administration of this permit in the manner hereinafter set out.
2 The Use shall be carried out according to the reasonable satisfaction of the Designated Ministry Official.

- 3 The Permittee will at all times indemnify and save harmless Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation, and the employees, servants, and agents of the Minister from and against all claims, demands, losses, damages, costs, liabilities, expenses, fines, fees, penalties, assessments and levies, made against or incurred, suffered or sustained by any of them, at any time or times (whether before or after the expiration or termination of this permit) where the same or any of them are sustained in any way as a result of the Use, which indemnity will survive the expiration or sooner termination of this permit.
- 4 The Permittee shall make diligent attempts to determine if there are other users of the right of way in the vicinity of the Permittee's location whose use may be affected. It shall be the responsibility of the Permittee to contact any such users before exercising any of the rights granted hereunder and to attempt to reach an accommodation.
- 5 The Minister shall take reasonable care to do as little damage or interference, as possible, to any Use authorized by this permit in the carrying out of the construction, extension, alteration improvement, repair, maintenance or operation of any work adjacent thereto, but the Minister shall not be responsible for any damage regardless.
- 6 The Minister at the absolute discretion of the Minister may, at any time, cancel this permit for any reason upon giving reasonable notice; provided, however, that in the case of default by the Permittee or in the case of an emergency no notice shall be necessary. The Minister shall not be liable for any loss incurred as a result of permit cancellation.
- 7 Placing of speed arresters on the access (or accesses) or in the Permittee's property without the prior consent in writing of the Designated Ministry Official shall render the permit void.
- 8 The Permittee shall be responsible for replacing any survey monuments that may be disturbed or destroyed by the Use. Replacement must be by a British Columbia land surveyor at the Permittee's expense.
- 9 The Permittee shall remove any mud, soil, debris, or other foreign material tracked onto the highway from the access authorized herein. Such removal shall be at the Permittee's expense and shall be done at any time the material unduly inconveniences traffic and, in any event, daily.
- 10 The Permittee acknowledges that the issuance of this permit by the Minister is not a representation by the Minister that this permit is the only authority needed to carry out the Use. The Permittee shall give deference to any prior permission given for use of the right of way in the vicinity of the permit area, shall obtain any other permission required by law, and shall comply with all applicable laws regardless of their legislative origin.
- 11 At the end of the term of this permit, or when the permit is cancelled or abandoned, the Permittee shall, if so requested by the Minister, remove all installations and shall leave the site as near as reasonably possible in the condition it was in before this permit was issued or such other condition as shall reasonably be required by the Designated Ministry Official. If the Permittee refuses to comply with these obligations, the Minister may perform them as required and the Permittee shall be liable to the Minister for the costs of doing so.
- 12 The rights granted to the Permittee in this permit are not assignable without the consent of the Minister.
- 13 As a condition of this permit, the permittee unconditionally agrees with the Ministry of Transportation and Infrastructure that the permittee is the prime contractor for the purposes of the work described by this permit, at the work location described in this permit, and that the permittee will observe and perform all of the duties and obligations which fall to be discharged by the prime contractor pursuant to the Workers Compensation Act and the Occupational Health and Safety Regulation.
- 14 The permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in co-ordinating site safety: overhead hazards, particularly electrical or telecommunications lines; buried utilities, particularly electrical, telecommunication, and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter.
- 15 The issuance of this permit shall in no way be construed as approval of any future subdivision for the subject property or any adjacent parcels.
- 16 This permit implies permission to carry out sufficient clearing grubbing and ditching to allow for a maximum 6 metre wide access road.
- 17 The access shall be graveled to an extent satisfactory to the Designated Ministry Official to prevent the tracking of mud and soil onto the highway surface.
- 18 The profile of the access shall not exceed a 5% grade from the ditchline, or be less than 1%, for a distance of at least ten (10) metres as measured from the edge of pavement.
- 19 The finished grade of the access at the ditch-line shall be 15 cm below the highway shoulder elevation.
- 20 The Permittee shall construct the access to be at 90 degrees to the highway for a distance of at least ten (10) metres
- 21 The Permittee will ensure that the works do not, impair, impede or otherwise interfere with; I. public passage on the Highways; II. the provision of highway maintenance services by the Province, or by its servants, contractors, agents or authorized representatives of the Province in connection with the Highways; or III. the operation of the Highways;

Exhibit 3 to Disclosure Statement

Permit/File Number 2008-00344

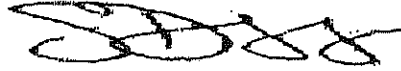
Office Rocky Mountain District

- 22 That where the said works are in the proximity of any bridge, culvert, ditch or other existing work, such work shall be properly maintained and supported in such manner as not to interfere with its proper function, and on the completion of the said works any bridge, culvert, ditch or other existing work interfered with shall be completely restored to its original condition.

This permit cancels and replaces N/A.

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Cranbrook, British Columbia, this 23 day of February, 2009



On Behalf of the Minister

Exhibit 4 to Disclosure Statement

ELECTORAL AREAS

- A - GOLDEN-COLUMBIA
- B - REVELSTOKE-COLUMBIA
- C - SOUTH SHUSWAP
- D - FALKLAND-SALMON VALLEY
- E - SICAMOUS-MALAKWA
- F - NORTH SHUSWAP-SEYMOUR ARM

MUNICIPALITIES

- GOLDEN
- REVELSTOKE
- SALMON ARM
- SICAMOUS



781 MARINE PARK DRIVE NE
BOX 978 SALMON ARM BC
V1E 4P1
TEL: (250) 832-8194
FAX: (250) 832-3375
TOLL FREE: 1-888-248-2773
WEBSITE: www.csr.d.bc.ca

2007 02 19

FILE: LC2351-A

Brandy Ridout
Provincial Agricultural Land Commission
Room 133, 4940 Canada Way
Burnaby, BC
V5G 4K6

RE: Application under Section 20(3) – Non-Farm Use Within
Parcel 1, (Sketch Plan 3850I) Section 24, Township 25,
Range 21, W5M, KD

Please find enclosed the completed application to be processed by the Provincial Agricultural Land Commission. The application has been reviewed by the Columbia Shuswap Regional District Board of Directors at its regular meeting of February 15th, 2007 and the following resolution was passed to provide your agency with a recommendation:

"THAT:

Application No. LC2351-A, submitted by Gary and Karen Persson under Section 20(3) of the Agricultural Land Commission Act, be forwarded to the Provincial Agricultural Land Commission recommending CONCURRENCE with the staff report dated 2007 01 31."

Development Services staff comments and recommendations are enclosed.

The appellant is advised through a copy of this letter that your agency will be in direct communication with them regarding the status of the application and the Commission's decision.

Yours truly,

Judy Gloux
Development Services Assistant

jg

Encls.

cc Gary & Karen Persson

COLUMBIA SHUSWAP REGIONAL DISTRICT

AGRICULTURAL LAND RESERVE (ALR) APPLICATION UNDER
SECTION 21(2) - NON-FARM USE WITHIN

Exhibit 4 to Disclosure Statement

INFORMATION SHEET

EAD-ALR 1.

NAME OF APPLICANT:
OWNER(S):

Gary and Karen Persson
as above

FILE NO: LC2351-A
DATE: 2007 01 31

LEGAL DESCRIPTION:

a) Parcel 1, (Sketch Plan 3850I) Section 24, Township 25,
Range 21, W5M, KD
Other property owned by applicants':
Parcel A (Reference Plan 46311I) Section 24, Township
25, Range 21, W5M, KD. (1.954 hectares (4.83 acres))

GENERAL LOCATION:

South of Nicholson - McMurdo area - Electoral Area 'A'

ADDRESS:

2122 Highway 95

PARCEL SIZE:

3.913 hectares (9.67 acres)

SOILS:

5 F
P

The entire property has Class 5 soils. Low fertility and stoniness are the limiting factors for agriculture.

Improvable to:
{ 8 5 2 }
{ 4 F - P }
{ P }

80% of the soils are improvable to Class 4. Low fertility and stoniness remain the limiting factors for agriculture. The remaining 20% of the soils will remain Class 5 and stoniness will be the limiting factor for agriculture.

PURPOSE OF APPLICATION:

The applicants are requesting the Board to consider their application to construct 20 campsites on the property which lies South of Highway 95 and North of the CPR and to allow the guests of the campsites to view the wildlife from the property south of the CPR adjacent to the Columbia River wetlands. They are not proposing to construct any buildings or structures on that portion.

CURRENT USE:

SUBJECT PROPERTY:
NORTH
SOUTH
EAST:
WEST:

Single family dwelling, accessory buildings, and farm buildings.
Agriculture, hay fields, cattle.
CPR, applicants' property and Columbia River
Rural Residential
Large acreage, Canadian Timber Frame sawmill.

GENERAL SURROUNDING
LANDS COMMENTS:

The subject property lies within a small block of ALR lands. The area is comprised of agriculture, rural residential and an industrially used parcel.

OCP DESIGNATION:

There is no official community plan in this area.

ZONING:

This area is without the benefit of zoning regulations.

MINIMUM SUBDIVISION SIZE: Local Services Act states 1675m² (18,030 sq. ft.) or larger for sewerage disposal.
The Ministry of Health is requesting that parcel sizes for subdivision be a minimum of 1 hectare (2.47 acres).

GENERAL COMMENTS:

SITE: Development Services staff has not conducted an on-site visit. In viewing the ortho photos, the property appears to be relatively flat. The single family dwelling and accessory buildings are situated in the northeastern portion of the property north of the CPR. The area proposed for non-farm use is adjacent to the single family dwelling and the rest of the property is used for the production of hay.

The other property owned by the applicants lies adjacent to the Columbia River wetlands and is basically undeveloped.

PROPOSAL:

The proposal is to establish 20 campsites on the property which lies South of Highway 95. The campsites are proposed to be located adjacent to the single family dwelling and are to be located in the northwest portion of the property.

The property proposed for development is classified as a farm by BC Assessment. Policy #5 Agri-Tourism Accommodation of the Agricultural Land Commission Act is as follows:

"Section 1 (1) "agri-tourism" means a tourist activity, service or facility accessory to land that is classified as a farm under the Assessment Act

"sleeping unit" means

- (a) a bedroom or other area used as a bedroom in a cabin, dwelling or accessory building, and
- (b) a tent or recreational vehicle on a campsite.

Section 3 (1) "the following land uses are permitted in an agricultural land reserve unless otherwise prohibited by a local government bylaw:

- (a) accommodation for agri-tourism on a farm if
 - (i) all or part of the parcel on which the accommodation is located is classified as a farm under the Assessment Act,
 - (ii) the accommodation is limited to 10 sleeping units in total of seasonal campsites, seasonal cabins or short term use of bedrooms including bed and breakfast bedrooms under paragraph (d), and
 - (iii) the total developed area for buildings, landscaping and access for the accommodation is less than 5% of the parcel."

While the applicants may qualify for agri-tourism as a permitted use within the ALR without an application the accommodation is limited to 10 sleeping units in total. The applicants are proposing 20 units, exceeding the allowable number of sleeping units. Therefore they have submitted an application to the Agricultural Land Commission (ALC) for non-farm use.

The other property they own, adjacent to the Columbia River wetlands, is proposed to be used by the guests of the campsites to view the wildlife. Section 3 (f) of B.C. Reg.171/2002, permitted uses for land in an Agricultural Land Reserve, allows for properties to be used for wildlife and scenery viewing purposes as long as the area occupied by any associated buildings and structures does not exceed 100m² (1,076 sq. ft.) without an application.

AGRICULTURAL LAND RESERVE:

In the summer of 1982, the CSRD initiated a Block Application to exclude approximately 2,575 hectares (6,362 acres) of ALR land from Nicholson to Harrogate. Some of the properties surrounding this property were excluded from the ALR.

SOILS:

Soils on the property that is proposed for development are marginal. However, the soils are capable of producing enough agricultural products for sale each year to qualify for farm status.

SUMMARY:

The proposal to construct 20 campsites will reduce the area currently being used as hay fields. The applicants propose to provide hydro and sewer to the sites. The proposed sewer system is expected to be constructed underneath the existing hay field. After construction of the sewer system, they are planning to replant the area with a raspberry patch. The applicants' are aware that they will require a commercial access permit from the Ministry of Transportation. The applicants' have an access across the CPR tracks to access the property adjacent to the Columbia River. They have advised that they are charged a yearly fee for that access.

The ALC allows agri-tourism within the ALR without an application provided there are no more than 10 sites. Development Services staff does not feel that the proposal for an additional 10 units will adversely affect the agricultural community.

Development Services staff is concerned that the property proposed for the viewing of wildlife and scenery is permitted to have buildings and structures within the Columbia River wetlands. The applicants have stated that they do not intend to construct any buildings on the property. Development Services staff is proposing that the Board consider forwarding the following recommendation to the Provincial Agricultural Land Commission.

RECOMMENDATION:

The application be forwarded to the Provincial Agricultural Land Commission with a recommendation for approval provided that no buildings or structures be constructed on the property that lies adjacent to the Columbia River and is described as Parcel A (Reference Plan 46311I) Section 24, Township 25, Range 21, W5M, KD.

Respectfully submitted



Judy Gloux
Development Services Assistant

jg

Attachments



Exhibit 5 to Disclosure Statement

Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604-660-7000
Fax: 604-660-7033
www.alc.gov.bc.ca

April 12, 2007

Reply to the attention of Brandy Ridout
ALC File: #H - 37249

Gary and Karen Persson
PO Box 1990 - 2122 Highway 95
Golden, BC V0A 1H0

Dear Mr. and Mrs. Persson:

Re: Application for non-farm use in the Agricultural Land Reserve

Please find attached the Minutes of Resolution # 106/2007 outlining the Commission's decision as it relates to the above noted application.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

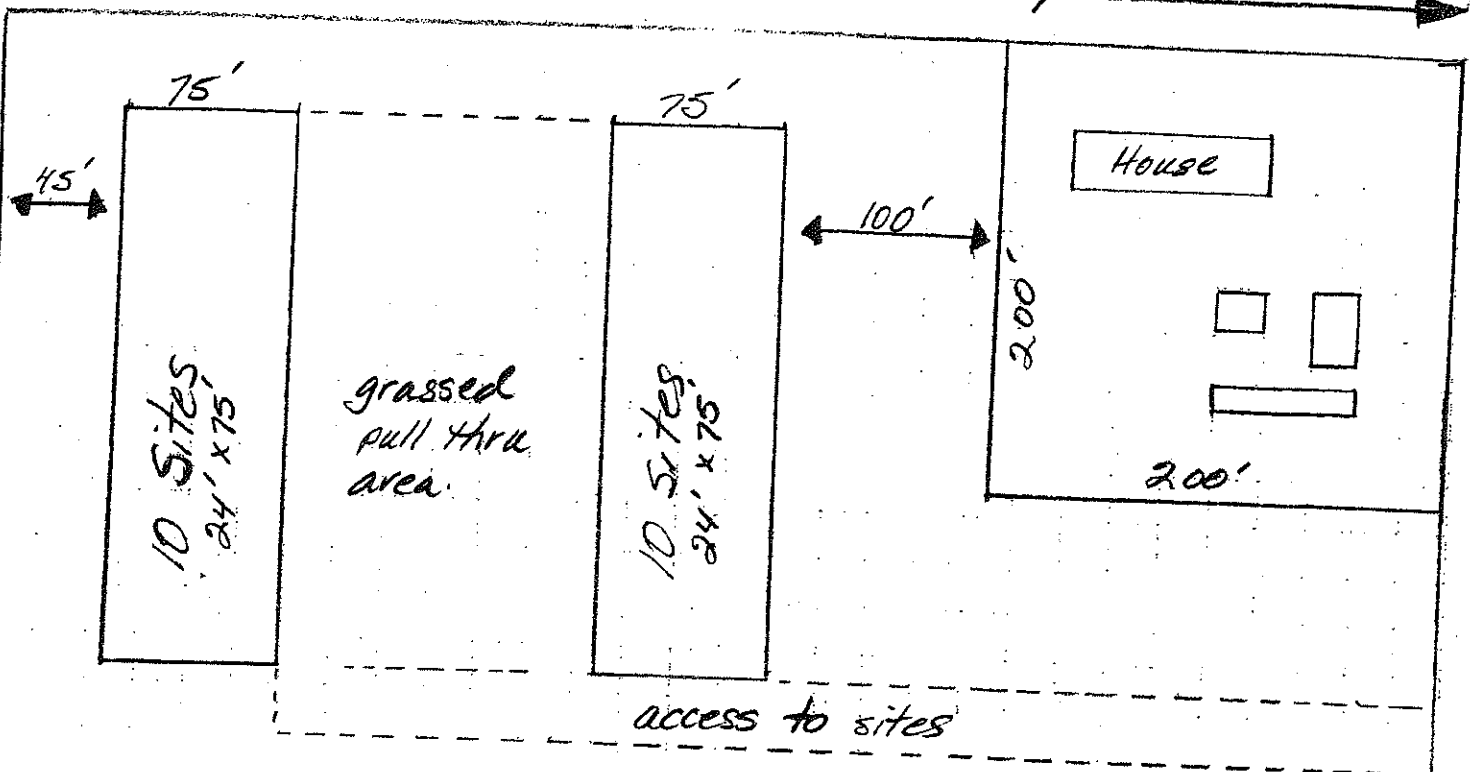
Per:

Erik Karlsen, Chair

cc: Columbia Shuswap Regional District (#LC2351-A)

Enclosure: Minutes/Sketch Plan

BR/iv
37249d1



Schedule 1

APPLICATION # H - 37249

RESOLUTION # 106/2007

APPROVED 20 CAMPSITES

C. P. Railway



Scale = each square is 21' each way

N-S
E-W



A meeting was held by the Provincial Agricultural Land Commission on March 29, 2007 in Vernon, BC.

PRESENT:	Sue Irvine	Chair, Okanagan Panel
	Sid Sidhu	Commissioner
	Monika Marshall	Commissioner
	Brandy Ridout	Staff
	Martin Collins	Staff

For Consideration

Application: # H- 37249
Applicant: Gary and Karen Persson
Proposal: To construct 20 campsites on a 1.9 ha portion of the 3.9 ha subject property.
Legal: PID: 016-554-001
Parcel 1, Section 24, Township 25, Range 21, W5M, Kootenay District, Plan 38501
Location: 2122 Highway 95 - South of Nicholson - McMurdo Area

Site Inspection

A site inspection was not conducted.

Context

The proposal was weighed against the purposes of the Commission as stipulated in section 6 of the *Agricultural Land Commission Act* (the "Act"). They are:

1. to preserve agricultural land
2. to encourage farming on agricultural land in collaboration with other communities of interest, and
3. to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.

Discussion

Assessment of Agricultural Capability

The Commission did not believe that the land had very good capability for agriculture, because the Canada Land Inventory rating for the soils is Class 5 with limitations of low fertility and stoniness.

Exhibit 5 to Disclosure Statement

Page 2 of 2 Resolution # 106/2007
Application # H-37249

Assessment of Impact on Agriculture

The Commission also assessed the impact of the 20 campsites on the long term goal of preserving agricultural land. The Commission noted that about 1.2 ha of an existing hayfield would be devoted to campground uses, and that the infrastructure of sewer and power would not permanently alienate the land. As such the Commission believes the proposal would not substantively affect the agricultural utility of the property or the existing or potential agricultural use of surrounding lands.

Conclusions

1. That the land under application has limited agricultural capability.
2. Ten sites for campground uses are permitted on a parcel without application.
3. That the proposal will not substantively or permanently alienate agricultural land.

IT WAS

MOVED BY: Commissioner Marshall
SECONDED BY: Commissioner Sidhu

THAT the application to develop 20 campground sites on a 1.9 ha portion of the property be allowed

AND THAT the approval is subject to the following conditions:

- The utility services be constructed in such a way that it does not provide an impediment for any future agricultural endeavor.

This decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

CARRIED

Resolution # 106/2007