

Schedule 'B'

To accompany "*Rural Vernon Official Community Plan Amendment Bylaw No. 1967, 2004 (Wildfire Interface Development Permit Area)*"

Subdivision Approval

The following narrative is to be included in "blanket" development permits issued for the protection of development from wildfire interface hazards as a condition precedent to the approval of subdivisions creating new lots in Electoral Areas 'B' and 'C'.

"4. *Requirements, conditions, or standards applicable pursuant to Section 920 of the Local Government Act:*

- a. A wildfire interface covenant shall be registered on the title of the subject property, or be undertaken to be registered by the applicant's solicitor, as a condition precedent to subdivision approval. The covenant shall contain the following narrative:

"WHEREAS:

- A. The Covenantor is the registered owner of the Lands as hereinafter defined.
- B. The Lands are within a wildfire interface development permit area designated by the Regional District.
- C. The Covenantor wishes to subdivide a portion of the Lands in the manner shown on the plan of subdivision which has been submitted by the Covenantor to the Approving Officer of the Ministry of Transportation for approval, a copy of which plan is attached hereto as Schedule A and is hereinafter called the "Subdivision Plan".
- D. The Regional District for the purpose of minimizing potential damage that could be caused by wildfire has required as a condition of subdivision approval and the issuance of occupancy permits for construction on the Lots (as hereinafter defined) that the Covenantor shall enter into this covenant.

Section 219 of the *Land Title Act* provides, inter alia that a covenant, whether of a negative or positive nature, with respect to the use of land or the use of a building on or to be erected on land, in favour of a municipality or the Crown may be registered as a charge against title to that Land.

NOW THEREFORE THIS AGREEMENT WITNESS that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and sum of One Dollar (\$1.00) now paid by the Regional District to the Covenantor, (the receipt and sufficiency whereof is hereby acknowledged), the Covenantor covenants and agrees as follows:

1. DEFINITIONS

In this Agreement, the below words and phrases will, unless there is something inconsistent in the context, have the meanings as stated.

- 1.1 **“Improvement”** means and includes, but is not limited to buildings and outbuildings appurtenant thereto, storage areas and any structures of any type or kind located on the Lots
- 1.2 **“Lands”** means lands identified in the Kamloops Land Title Office as follows:

_____ (legal description)
_____ (property address)
Electoral Area “___”

- 1.3 **“Lot or Lots”** means in the singular or plural any one or more of any portion of the Lands constituting a single legally subdivided area in accordance with the requirements of the *Land Title Act* and as shown on the Subdivision Plan.
- 1.4 **“Manual”** means the Second Edition FireSmart manual (Protecting Your Community from Wildfire) that has been accepted by the Regional Board as the standard for community protection for both private and public property.
- 1.5 **“Subdivision Plan”** means the survey plan attached hereto as Schedule “A” being the subdivision plan prepared by _____ (name of B.C.L.S.) dated _____, 20__.
- 1.6 **“Terms”** mean the conditions, covenants, restrictions and reservations contained in this Wildfire Restrictive Covenant.

2. Conditions Precedent to Subdivision Approval

- 2.1 **General.** The Covenantor hereby covenants and agrees with the Regional District that the Lands shall not be subdivided except in compliance with the Terms of this covenant.

- 2.2 **Certification.** A professional forester must certify that all conditions precedent to subdivision approval have been met meeting the requirements of this permit prior to final approval of the Subdivision Plan by the Provincial Approving Officer.
- 2.3 **Further Subdivision.** The Covenantor covenants and agrees that the Lots located within the Subdivision Plan shall not be further subdivided.
- 2.4 **Access Routes.** Prior to subdivision approval the Covenantor shall have, where applicable, constructed access routes, roads and fire service access driveways meeting the “Access Route” design standards contained in Chapter Three of the Manual.
- 2.5 **Cisterns for Fire Fighting Purposes.** Prior to subdivision approval the Covenantor may provide for a community cistern for fire fighting purposes meeting the “Water Supply” guidelines contained in Chapter Three of the Manual. Alternately, the Covenantor may opt for individual on-site cisterns as discussed in Section 3.4 below.
- 2.6 **Statutory Right-of-Way** If the community cistern is proposed to be located on private land then the Covenantor shall register a statutory right-of-way over the fire service access driveway mentioned in 2.4 above to provide legal access to the cistern. The right-of-way must be registered in favour of the Regional District. If the cistern is proposed to be located within a highway right-of-way then the Covenantor must obtain the approval of the Ministry of Transportation.
- 2.7 **Signs.** Prior to subdivision approval the Covenantor shall have installed signage meeting the “signs for roads” guidelines contained in Chapter Three of the Manual.
- 2.8 **Vegetation Management.** Prior to subdivision approval the Covenantor shall, if required by the Regional Fire Inspector, have provided for community fireguards meeting the “Fire Break Guidelines” contained in Chapter Three of the Manual.
- 2.9 **Protection of the Natural Environment.** If the fireguard is located in a development permit area that has been designated for the protection of the natural environment then the requisite environmental protection permit must address the removal of any vegetation in the fireguard/protection area meeting the best

management practices of the Provincial Government applicable thereto.

3. Conditions Precedent to Occupancy Permit Issuance On Lots Created by New Subdivisions

3.1 **General.** The Covenantor hereby covenants and agrees with the Regional District that no Improvements shall be located on the Lots created except in compliance with the Terms of this covenant.

3.2 **Certification.** A professional forester must certify that all conditions precedent to the issuance of occupancy permits have been met meeting the requirements of this permit prior to the issuance of the occupancy permit(s) by the Chief Building Inspector for the Regional District.

3.3 **Building Construction.** Prior to the occupancy or habitation of any single family dwelling or two family dwelling on a Lot the Lot Owner shall have implemented the “Structural Options” design standards contained in Chapter Three of the Manual.

3.4 **On-Site Cisterns.** In the absence of any community water system with fire flow capability and fire hydrants meeting the standards of the Manual or in the absence of a community fire fighting cistern as discussed in 2.5 above and prior to the occupancy or habitation of any single family dwelling or two family dwelling on a Lot the Lot Owner covenants and agrees that for fire protection purposes there shall be constructed an on-site cistern. The minimum capacity of the underground water cistern shall be 12,870 litres and the cistern must be self filling and be certified, by a professional engineer, to be full on a year round basis and not subject to freezing. The cistern shall have a dry hydrant and a forestry type quick-couple hose connection. The cistern shall be located not less than 20 metres and not more than 30 metres from the residential dwelling constructed on the Lot and be located next to a driveway to provide access for the fire fighting trucks. The driveway must meet the “recommended guidelines for fire service access driveways” contained in Chapter Three of the Manual.

The owner must also follow all other applicable “guidelines for on-site firefighting equipment” contained in Chapter Three of the Manual.

- 3.5 **Statutory Right-of-Way.** Prior to the occupancy or habitation of any single family dwelling or two family dwelling on a Lot the Lot Owner shall have registered a statutory right-of-way over the fire service access driveway mentioned in 3.4 above to provide legal access to the required on-site cisterns. The right-of-way must be registered in favour of the Regional District.
- 3.6 **Signs.** Prior to the issuance of occupancy permits or habitation of any single family dwelling or two family dwelling on a Lot the Lot Owner shall have installed on-site signage meeting the “signs for driveways and building” guidelines contained in Chapter Three of the Manual.
- 3.7 **Vegetation Management.** Prior to the issuance of occupancy permits or habitation of any single family dwelling or two family dwelling on a Lot the Lot Owner shall have implemented the “Vegetation Management” design standards contained in Chapter Three of the Manual.
- 3.8 **Protection of the Natural Environment.** If any of the vegetation management areas are located in a development permit area that has been designated for the protection of the natural environment then the requisite environmental protection permit must address the removal of any vegetation in the vegetation management/protection area meeting the best management practices of the Provincial Government applicable thereto.
- 3.9 **Maintenance.** The Lot Owner acknowledges and agrees that he shall construct, maintain, replace and repair all Improvements and any landscaping and on-site vegetation on any Lot strictly in compliance with the requirements of Chapter Three of the Report.

4. Indemnity

- 4.1 The Covenantor, on behalf of itself and its successors and assigns, acknowledges that the Regional District does not represent to the Covenantor or any other person that any Improvements including buildings or any other structures, including the contents of them, built, constructed or placed within the Subdivision will not be damaged by wildfire, and the Covenantor agrees not to claim any damages from the Province of British Columbia or the Regional District or to hold either of them responsible for damages caused by wildfire to the Lands or to any Improvement constructed or located on the Lands or to any contents thereof.

4.2 **Injunction.** The Covenantor, on behalf of itself and its successors and assigns with full knowledge of the potential wildfire danger releases and forever discharges the Province of British Columbia and the Regional District of North Okanagan from all manner of actions and causes of action, suits, claims and demand which the Covenantor and any of its successors and assigns may have against the Province of British Columbia or the Regional District or its employees, servants or agents for and by reason or either of them for personal injury, death or loss or damage to the Lands, or to any building or to any Improvement, chattel, including the contents of any of them built, constructed or placed within the Lands caused by wildfire.”

b. Pursuant to Sections 155(3) and 207(1) of the *Land Title Act*, a priority agreement shall, at the expense of the Covenantor, be registered against the title of the subject lands, giving these covenants priority over any financial charges that may also be registered against the title.”