

GAMBIER ISLAND TRUST COMMITTEE

BY-LAW NO. 4

A BY-LAW AUTHORIZING A LAND USE CONTRACT RELATING TO THE CONVENTION OF BAPTIST CHURCHES OF BRITISH COLUMBIA, FOR DISTRICT LOT 696, KEATS ISLAND, NEW WESTMINSTER LAND DISTRICT

WHEREAS it is deemed desirable by the Gambier Island Trust Committee, pursuant to Section 3(2)(h) of the "Islands Trust Act" and Section 702A of the "Municipal Act" to enter into a Land Use Contract with the Convention of Baptist Churches of British Columbia for the use and development of District Lot 696, Keats Island, New Westminster Land District;

NOW THEREFORE the Gambier Island Trust Committee, being the Trust Committee having jurisdiction on and in respect of Keats Island in the Province of British Columbia, pursuant to the Islands Trust Act, S.B.C., 1974, Chapter 43, as amended, and B.C. Regulation 442/78, in open meeting assembled enacts as follows:

1. The above mentioned Land Use Contract, a copy of which is attached hereto, and the execution thereof, on behalf of the Gambier Island Trust Committee as signed by the Chairman and Manager of the Islands Trust are hereby authorized.
2. The said Land Use Contract shall be registered in the Vancouver Land Registry Office.
3. This By-law may be cited as "Gambier Island Trust Committee Land Use Contract Authorization By-law No. 4, 1978 (Convention of Baptist Churches of British Columbia)".

READ A FIRST TIME THIS 27th day of October 1978

READ A SECOND TIME THIS 27th day of October 1978

READ A THIRD TIME THIS 27th day of October 1978

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING THIS 9th day of November, 1978.

RECONSIDERED AND FINALLY ADOPTED THIS 21st day of November 1978

Tony Roberts

Manager

Neil Johnson

Chairman

C O N S E N T

KNOW ALL MEN BY THESE PRESENTS THAT:

MONTREAL TRUST COMPANY,
of 466 Howe Street, in the City of
Vancouver, Province of British Columbia,


being the holder of a charge by way of Mortgage registered
in the Land Registry Office at Vancouver, under Number
542446-M against all and singular that certain parcel or
tract of land and premises on Keats Island in the Province
of British Columbia, and known and described as:-

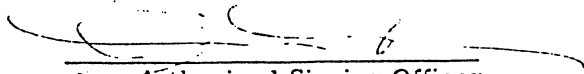
That Part of District Lot 696, Group 1,
New Westminster District, Shown on
Reference Plan 4421.

in consideration of the sum of One Dollar (\$1.00) hereby
agrees and consents to the registration of a Land Use
Contract, made between the registered owner of the said
lands and The Islands Trust Committee dated the *21st*
day of *October* 1978, against the aforementioned lands.

THE CORPORATE SEAL of
Montreal Trust Company was
hereunto affixed in the presence

of:-


Assistant Secretary


Authorized Signing Officer

THIS CONTRACT made the 22nd day of

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November

1978

BETWEEN:

GAMBIER ISLAND TRUST COMMITTEE
having its office at 835 Humboldt Street,
in the City of Victoria, Province of
British Columbia,

(hereinafter called the "Trust Committee")

OF THE FIRST PART

AND:

THE CONVENTION OF BAPTIST CHURCHES OF BRITISH COLUMBIA
having an office at 5920 Iona Drive, in
the City of Vancouver, Province of
British Columbia,

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Trust Committee, pursuant to Section 3(2)(h) of the Islands Trust Act and Section 702A of the Municipal Act, may, notwithstanding any By-law of the Trust Committee or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with an owner, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Trust Committee consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract and the Trust Committee has considered such criteria in arriving at the terms and conditions herein contained;

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LAND REGISTRY OFFICE
VANCOUVER

AND WHEREAS the Owner has presented to the Trust Committee a scheme of use and development of the within described lands and premises that would be in contravention of the Zoning By-law of the Trust Committee and has requested that the Trust Committee enter into this Contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Trust Committee and the Owner both acknowledge that the Trust Committee cannot enter into this Contract, until the Trust Committee has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless a majority of the members of the Trust Committee present at the meeting at which the By-law to approve this Contract is adopted vote in favour of the Trust Committee entering into this Contract;

AND WHEREAS the Owner has obtained the consents of all persons having a registered interest in the Land as set out in Schedule "A" hereto to the registration of the Contract in the Vancouver Land Registry Office with priority over their respective interest, which consents are attached to the said Schedule "A" hereto;

AND WHEREAS the Trust Committee having given due regard to the consideration set forth in Section 702(2) and 702A(1) of the "Municipal Act" has agreed to the terms, conditions and consideration herein contained;

AND WHEREAS the Owner is the registered owner of all and singular that certain parcel or tract of land and premises situate, lying and being in the Province of British Columbia and being more particularly known and described as:

District Lot 696, Keats Island, New Westminster
Land District

(hereinafter called "the Land")

AND WHEREAS the Land is within an area of Keats Island designated as a development area pursuant to Section 702A(2) of the "Municipal Act";

AND WHEREAS the Keats Island Official Community Plan refers to the Land Use Contract as an instrument which could allow the establishment of separate titles for each existing cottage;

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Trust Committee and the Owner covenant and agree as follows:

1. The use and development of the Land shall be in accordance with this Contract.
2. The use of the Land and any buildings or structures on the Land shall be used only for the purposes specified in Schedule "B" attached hereto.
3. The creation of lots for residences or seasonal cottages shall be in accordance with Schedule "C" and upon completion of this contract the Sunshine Coast Regional District may issue building permits for the construction of residences or seasonal dwellings, or buildings in connection with the Baptist camp or the reconstruction of, alteration of or addition to such buildings subject to the provision that not more than one residence or seasonal dwelling shall be permitted on each lot shown in the inset plans of Schedule "C".
4. Except as otherwise provided in this Contract, the use and development of the Land shall comply with all regulations and by-laws, from time to time in force on Keats Island, and without limiting the generality of the foregoing, each building shall be constructed, altered, or reconstructed or added to only in compliance with the current Building and Plumbing Code By-law #126 of the Sunshine Coast Regional District.
5. A water supply system shall be provided and made available to each lot on the property and such water supply system shall comply with all regulations and requirements of the appropriate health and other authorities.

6. Sewage disposal arrangements including the provision of septic tanks shall be constructed and maintained to the satisfaction of the appropriate authorities and in accordance with their regulations.
7. Roads and rights-of-way shall be provided in accordance with Schedule "D".
8. Public Park and a natural area shall be provided and preserved in accordance with Schedule "E".
9. This Agreement shall be registered by the Trust Committee in the Vancouver Land Registry Office as First Charge against the Land having priority over any and all other charges, encumbrances and liens registered against the land save only those certain charges specified in Schedule "A" hereto and shall have no force or effect unless and until it has been so registered but upon registration as aforesaid shall have the force and effect of a restrictive covenant running with the Land, PROVIDED HOWEVER, that if the Trust Committee shall fail or neglect to apply for registration of the same within the period of three (3) clear days after the Owner shall have made written demand in that behalf upon the Trust Committee, the Owner may thereafter apply as agent for the Trust Committee without further reference to or authority from the Trust Committee.
10. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
11. The Owner shall dedicate the Park, Road and Trail Right-of-Way within one year of the registration of this Land Use Contract.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

GAMBIER ISLAND TRUST COMMITTEE

Paul A. Stone
Chairman

Tony Roberts
Manager

Gambier Island Trust Committee

THE CONVENTION OF BAPTIST CHURCHES OF
BRITISH COLUMBIA

Philip Collier
EXECUTIVE SECRETARY

R. X. [unclear]
TREASURER

SCHEDULE "A"

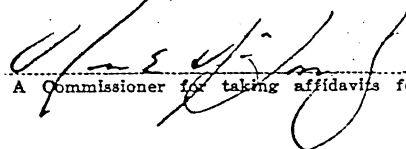
ENCUMBRANCES

The B.C. Tel Co.	That part of Right-of-Way 213575M D.L. 696 included in reference plan 4421.
B.C. Electric Co. Ltd.	Right-of-Way over that part included in Exp. Plan 6583 with subordinate rights over the balance of the said District lots.
B.C. Electric Co. Ltd.	All Right-of-Way, 326792M Registered under #325036M.
Montreal Trust Company	Mortgage of Right-of-Way 213575M. That part of D.L. 696, M.542446M. included in Reference Plan 4421. In trust, see 63236M and 542446M, Supplemental to 63236M inter alia.
Montreal Trust Company	Mortgage of Right-of-Way 213575M. That part of D.L. 696, MD9422 Included in Reference Plan 4421. In trust see 63236M and D9422. Supplemental to 63236M.

For the Officer of a Corporation

I HEREBY CERTIFY that, on the 22nd day of November, 1978
at Victoria, in the Province of British Columbia Marc Holmes
who is personally known to me,
appeared before me and acknowledged to me that he is the Chairman
of Gambier Island Trust Committee, and that he is the person
who subscribed his name to the annexed instrument as such Officer of the said Corporation and
affixed the seal of the said Corporation to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal to the said instrument and that such
Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

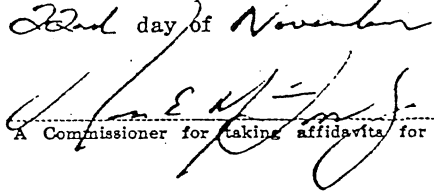
IN TESTIMONY WHEREOF I have hereunto set my
hand at Victoria in the Province of British Columbia,
this 22nd day of November, 1978.


A Commissioner for taking affidavits for British Columbia

For the Officer of a Corporation

I HEREBY CERTIFY that, on the 22nd day of November, 1978
at Victoria, in the Province of British Columbia Tony Roberts
who is personally known to me,
appeared before me and acknowledged to me that he is the Manager
of Gambier Island Trust Committee, and that he is the person
who subscribed his name to the annexed instrument as such Officer of the said Corporation and
affixed the seal of the said Corporation to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and affix the said seal to the said instrument and that such
Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my
hand at Victoria in the Province of British Columbia,
this 22nd day of November, 1978.


A Commissioner for taking affidavits for British Columbia

Acknowledgment of Officer of Corporation

I HEREBY CERTIFY that, on the 3rd day of October, 1978, in the City of Vancouver, in the Province of British Columbia,

John V.L. Robert ^{who is personally known to me, appeared before me and acknowledged to me that he is an Authorized ~~Officer~~ ^{Signing Officer} of MONTREAL TRUST COMPANY, and that he is the person who subscribed his name to the annexed instrument as ~~Authorized~~ ^{Signing Officer} of the said MONTREAL TRUST COMPANY and affixed the seal of the MONTREAL TRUST COMPANY to the said instrument, that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.}

IN TESTIMONY WHEREOF I have hereunto set my hand at the City of Vancouver, in the Province of British Columbia.

this 3rd day of October
one thousand nine hundred and seventy eight

Robert K. Missett
A Commissioner for taking affidavits within British Columbia

C O N S E N T

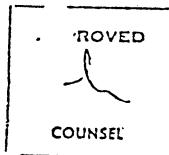
KNOW ALL MEN BY THESE PRESENTS THAT:

BRITISH COLUMBIA TELEPHONE COMPANY,
of 3777 Kingsway, in the District of Burnaby,
Province of British Columbia,

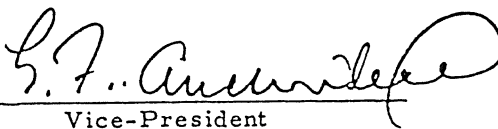
being the holder of a charge by way of Right-of-Way
registered in the Land Registry Office at Vancouver, under
Number 213575-M against all and singular that certain parcel
or tract of land and premises on Keats Island in the Province
of British Columbia, and known and described as:-

That Part of District Lot 696, Group 1,
New Westminster District, Shown on
Reference Plan 4421.

in consideration of the sum of One Dollar (\$1.00) hereby
agrees and consents to the registration of a Land Use Contract,
made between the registered owner of the said lands and The
Islands Trust Committee dated the day of
1978, against the aforementioned lands.



THE CORPORATE SEAL of
British Columbia Telephone
Company was hereunto affixed
in the presence of:-

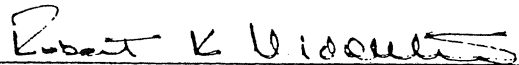

Vice-President


Assistant Secretary

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 31st day of October, 1978, at Burnaby, in the Province of British Columbia, BETTY J. RUMFORD, who is personally known to me, appeared before me and acknowledged to me that she is the Assistant Secretary of British Columbia Telephone Company, and that she is the person who subscribed her name to the annexed instrument as Assistant Secretary of the said British Columbia Telephone Company and affixed the seal of the British Columbia Telephone Company to the said instrument, that she was first duly authorized to subscribe her name as aforesaid, and affix the said seal to the said instrument and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereto set my hand at Burnaby, British Columbia, this 31st day of October, 1978.



A Commissioner for Taking
Affidavits for British Columbia

C O N S E N T

WHEREAS the Convention of Baptist Churches of British Columbia (hereinafter "the registered Owner") and the Island's Trust Committee (hereinafter the "Trust Committee") propose to enter into a Land Use Contract in respect of that part of Keats Island lying and being in Vancouver Assessment District in the Province of British Columbia and being more particularly described as:-

District Lot 696, Group 1,
New Westminster District

AND WHEREAS British Columbia Hydro and Power Authority is the registered holder of charges by way of rights of way registered against the said land.

AND WHEREAS the registered owner under the Land Use Contract is required to obtain the consent of all persons having registered interests in the said land.

KNOW ALL MEN BY THESE PRESENTS THAT British Columbia Hydro and Power Authority of
970 Burrard Street
Vancouver, B.C.

being the holder of charges by way of Rights of Way registered in the Land Registry Office at the City of Vancouver, Province of British Columbia, under Numbers 325036M and 326792M against all and singular that certain parcel or tract of land and premises being in the Vancouver Assessment District, in the Province of British Columbia, known and described as:-

District Lot 696, Group 1,
New Westminster District

IN CONSIDERATION of the premises and the sum of \$1.00 hereby agrees and consents to the registration of the Land Use Contract made between the registered Owner of the said land and the Trust Committee, which shall have the force and effect of a Restrictive Covenant running with the land and against the

aforementioned land, provided that the dedication of the public park being area E in the said Land Use Contract is by way of Deed to Her Majesty the Queen in Right of the Province of British Columbia for park purposes subject to the said charges by way of Rights of Way in favour of British Columbia Hydro and Power Authority and further provided that this Consent is not with priority over British Columbia Hydro and Power Authority's interests in the said land as stated in the fifth Recital of the said Land Use Contract but is subject and without prejudice to the rights and priorities of the said British Columbia Hydro and Power Authority under or by virtue of the said charges by way of Rights of Way and subject and without prejudice to the rights and immunities of the said British Columbia Hydro and Power Authority under or by virtue of any statute or statutes.

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THE COMMON SEAL of BRITISH COLUMBIA HYDRO AND POWER AUTHORITY is hereunto affixed in the presence of its duly authorised officer:

[Signature]

[Signature]

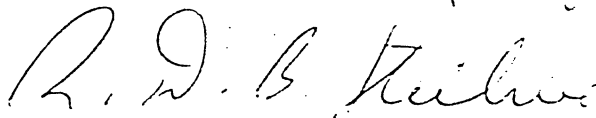
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SECRETARY

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 1977, at Vancouver, in the Province of British Columbia, ELIZABETH BEATRICE FULWELL, who is personally known to me, appeared before me and acknowledged to me that she is the Associate Secretary of British Columbia Hydro and Power Authority, and that she is the person who subscribed her name to the annexed instrument as Associate Secretary of the said British Columbia Hydro and Power Authority and affixed the seal of the said British Columbia Hydro and Power Authority to the said Instrument, that she was first duly authorized to subscribe her name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand at Vancouver, in the Province of British Columbia, this _____ day of _____ in the year of our Lord One Thousand Nine Hundred and _____



A Commissioner for taking
Affidavits for British Columbia

MADDIN, SUDERMAN & CO.
 E.E. Bowes
 2393 - 595 Burrard
 Vancouver, B.C. V7X 1K8



LAND REGISTRY ACT
 (SECTION 252)

Title No. _____
 Register Vol. 1956
 From Title No. _____

CERTIFICATE OF ENCUMBRANCES

Land Registry Office, VANCOUVER, British Columbia.

9:00 a.m. on 29/1/79

This is to certify that at _____
 the state of the title to the land described herein is as stated below and is subject to the notations appearing on the back hereof.

D. H. Stinson
 13/10/53 *Sw Registrar.*

Registered owner in fee-simple: Application for registration received _____
 THE CONVENTION OF BAPTIST CHURCHES OF BRITISH COLUMBIA
 4615 West 9th Avenue

Description of land:
 Vancouver Assessment District
 District Lot 696
 Group 1, NEW WESTMINSTER DISTRICT

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
RW 26/8/55 213575-M @ 11:52	The British Columbia Telephone Company.	over that part included in Reference Plan 4421
RW 21/3/61 325036-M @ 1:57	British Columbia Electric Company Limited (deemed to be the registered interest of British Columbia Hydro and Power Authority, see DF 106874)	RW over that part included in Explanatory Plan 6583 with subordinate rights over the balance of the said District Lot.
RW 27/4/61 326792-M @ 1:28	British Columbia Electric Company Limited (deemed to be the registered interest of British Columbia Hydro and Power Authority, see DF 106874)	
M 10/11/71 542446-M @ 2:56	Montreal Trust Company in trust, see 63236-M and 542446-M	over that part included in Reference Plan 4421 inter alia; M of RW 213575-M, supplemental to 63236-M

(Continued on page 2)

* Each endorsement affects all the land described herein, unless otherwise indicated in "Remarks" column. See back hereof for abbreviations, etc.

CHARGES, LIENS, AND INTERESTS CONTINUED

M 25/2/76	D 9422 @ 9:38	Montreal Trust Company in trust, see 63236-M and D 9422	over that part included in Reference Plan 4421 inter alia; M of RW 213575 supplemental to 63236-M
Land Use Contract 3/1/79	G314 @ 2:14	Gambier Island Trust Committee	with priority over 213575- 542446-M, and D 9422

SCHEDULE "B"

The use of the Land including buildings and structures erected thereon shall, subject to the provisions of Schedule "E", be restricted to:

- a) Residence
- b) Seasonal Cottage
- c) Home occupation
- d) Agriculture
- e) Place of assembly
- f) Institutional camp
- g) Public Park
- h) Public Service use

No more than one (1) residence or seasonal cottage shall be constructed on any lot created under the provisions of Schedule "C" and no residence other than residences required for the exclusive use of employees of the Owner and their families, and in any case not more than (5) five residences for such employees, shall be constructed on land not within Areas A, B, C, D and E as shown on the plan accompanying Schedule "C".

SCHEDULE "C"

Within District Lot 696, lots for residence and seasonal cottages may be subdivided, or created by other means subject to the number of lots being restricted to a maximum of 110 and to such number being further restricted to the numbers and locations shown on the plan accompanying and being a part of this Schedule and providing for:

- in Area A (two parts) a maximum of 72 lots, and
- in Area B a maximum of 22 lots, and
- in Area C a maximum of 16 lots.

The location of the 110 lots shall, subject to minor variation upon survey, be as shown approximately in the inset on the plan accompanying this Schedule.

SCHEDULE "D"

- (a) A public road right-of-way shall be dedicated 8 metres wide from the Federal Government dock (D.L. 6215) through the camp campus, being a distance of 334 metres, and 20 metres in width from the eastern boundary of the campus through to or near the point on the eastern boundary of D.L. 696 where the right-of-way registered under Reference Plan 2618 crosses the said eastern boundary. Such road shall be constructed on an alignment and to the standards required by the Ministry of Highways but shall not involve any clearing beyond a 12 metre width.
- (b) Other access ways required for the servicing of lots created in areas A, B, and C, shall be registered as common lots or dedicated as public road as may be required by the Approving Officer, when the lots are created.
- (c) A public right-of-way not exceeding 6 metres in width shall be dedicated and shall extend from the public road in the vicinity of the Government dock to the public park site referred to in Schedule "E". The trail shall be constructed and located to the satisfaction of the Ministry of Highways but there shall be a minimum disturbance of trees and bushes and in no event shall a tree in excess of 22 (twenty-two) centimeters in diameter, measured 62 (sixty-two) centimeters above the ground, be cut.

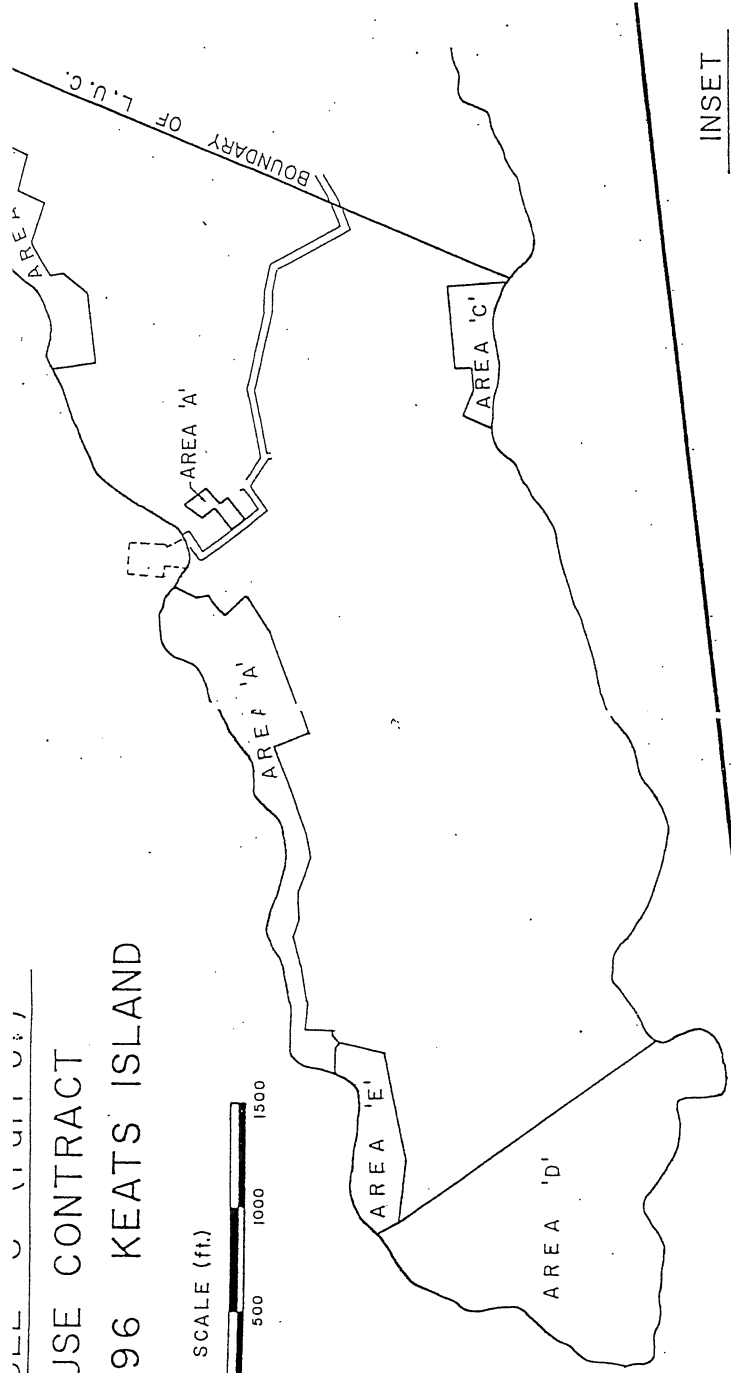
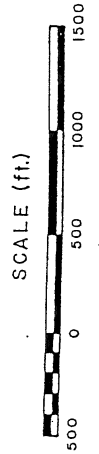
SCHEDULE "E"

A public park shall be dedicated by subdivision in the area indicated as Area E on the plan accompanying Schedule "C". The park shall be held by the Crown Provincial but Baptist Camp Officials shall, without depreciating the public's right to use the park, have the power (at its option and without legal obligation) to warn or restrain persons damaging the property or its flora or fauna or lighting fires or in any way endangering the park, or engaging in overnight camping.

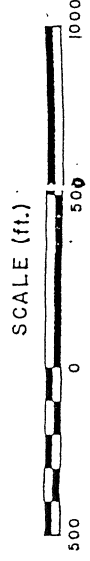
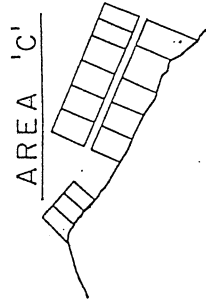
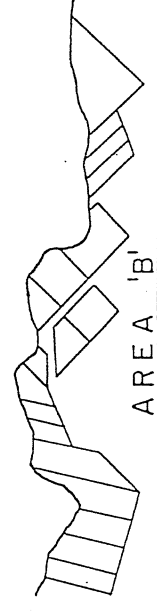
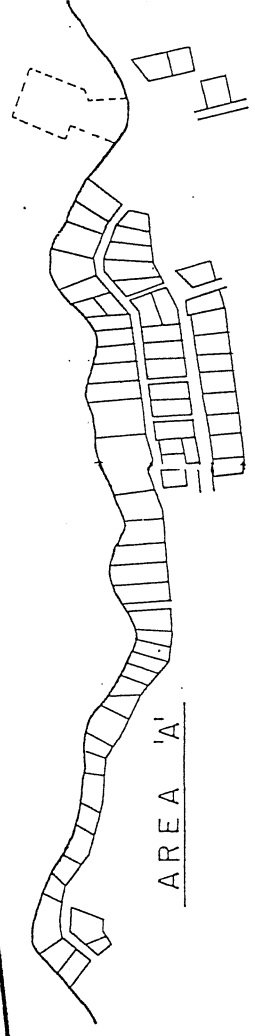
The Lands shown as Area D on the plan accompanying Schedule "C" shall be the subject of a Restrictive Covenant in favour of the Crown registered under Section 24A of the Land Registry Act and such Restrictive Covenant shall provide for no construction of buildings or structures in Area D except that the Owners may construct not more than two additional buildings totalling not more than 4,000 sq. ft. (combined gross floor area) in addition to the existing building which may be reconstructed or replaced subject to the use, design and location of all buildings being mutually acceptable to the Owner and the Trust Committee.

UNIVERSITY OF CALIFORNIA

LAND USE CONTRACT D.L. 696 KEATS ISLAND



INSET



UNIVERSITY OF CALIFORNIA