



## Ministry of Forests, Lands and Natural Resource Operations

January 14, 2016

s.22

Dear s.22

Thank you for your recent letter regarding your concerns on an application we have recently approved by a Licence of Occupation at Osoyoos Lake for Enotecca Wineries and Resorts Inc.

The Land Act application followed due process requiring the applicant to advertise the dock proposal in local newspapers and was also posted to our website for public input. The application review involved referrals to local government as well as other agencies; it also involved consultation with local First Nations. We considered environmental, economic and social factors in the land use decision making process which are our guiding principles.

An Environmental Impact Assessment by a Qualified Professional was also completed related to the proposed dock as a requirement of the application process. This assessment was taken into consideration as part of this decision process to ensure that the impact to the environment would be minimized and acceptable.

As part of our review we noted that there are several dock tenures on Osoyoos Lake in the vicinity of the subject dock. We determined that the current zoning of the upland property by the Regional District of Okanagan Similkameen (RDOS) is AG-1 (Agricultural) which allows wineries and associated uses. Also as you mention the RDOS zoning and bylaws do not extend into Osoyoos Lake to place specific restrictions on the use of the lake.

We considered your comment to the application, and the comments from a few of the neighbours, in our decision process. The focus of these comments related to concerns about noise and the potential effect to the environment.

We did incorporate the following mitigation measures as part of this decision to address in part the concerns that were brought forward:

- 1) A shorter term of 5 years was approved; the normal term of a Licence of Occupation for a commercial dock is 10 years. A shorter tenure term provides opportunities to consider any further tenure conditions that may be warranted and justified.

Page 1 of 2

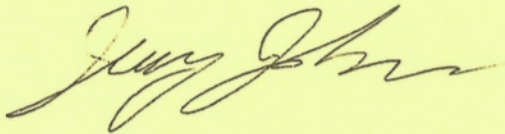


- 2) We incorporated the following clause into the Management Plan which states "The licensee agrees that this dock shall not be used for parties, private gatherings or functions hosted by La Stella Winery that generate loud noise by visitors or guests after 10 pm." This clause was specific to address the noise concerns that were expressed.

In reviewing this matter, we made a balanced land use decision that considered social, economic and environmental values. We followed due process in adjudicating the Land Act decision and took special measures to address the interests and concerns that were raised. We are not supportive of over-turning the decision, as requested, and have an active and executed tenure agreement in place. We intend to monitor the tenure to ensure compliance with the conditions of the approval.

If you have any further questions in regards to this matter please contact me at (250) 828-4418.

Yours truly,

A handwritten signature in dark ink, appearing to read "Jerry Johnson", with a stylized, flowing script.

Jerry Johnson,

Senior Land Officer





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Jerry Johnson,

Senior Land Officer

cc: MLA Linda Larson, PO Box 998, Oliver, BC V0H 1T0



**Johns Jerry FLNR:EX**

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**From:** Meeks, Don FLNR:EX  
**Sent:** Thursday, January 7, 2016 7:52 AM  
**To:** Robinson, Gordon FLNR:EX; Johnson, Jerry FLNR:EX  
**Subject:** RE: La Stella Winiery warf application 3412924

Yes, we will cc MLA Larson with the response. Thanks,

**Don Meeks**  
**Manager, Land Authorizations**

**Ministry of Forests, Lands & Natural Resource Operations**  
441 Columbia Street  
Kamloops, BC V2C 2T3  
Phone: (250) 828-4415 / Fax (250) 828-4442  
Email: Don.Meeks@gov.bc.ca

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**From:** Robinson, Gordon FLNR:EX  
**Sent:** Wednesday, January 6, 2016 1:13 PM  
**To:** Meeks, Don FLNR:EX; Johnson, Jerry FLNR:EX  
**Subject:** RE: La Stella Winiery warf application 3412924

Thanks for your help with this Don. When the response goes out could you guys cc MLA Larson's office on it?

*Gordon Robinson* | Manager, Executive Issues | Deputy Minister's Office | Ministry of Forests, Lands and Natural Resource Operations | tel: 250.387.4878 | cel: **s.17** [\*\*Gordon.Robinson@gov.bc.ca\*\*](mailto:Gordon.Robinson@gov.bc.ca)

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**From:** Meeks, Don FLNR:EX  
**Sent:** Wednesday, January 6, 2016 8:51 AM  
**To:** Robinson, Gordon FLNR:EX  
**Cc:** Troke, Corri-Ann FLNR:EX; Oetter, Andy FLNR:EX; Johnson, Jerry FLNR:EX  
**Subject:** RE: La Stella Winiery warf application 3412924

Hi Gordon;

This application for a dock has gone through the due process review which is standard for a Land Act application. This included the regular on-site application posting notice, public advertising in the local newspaper and posting to our website for public input. We received comments from a few of the local residents **s.22** The public comment period closed a number of months ago.

We considered the social, environmental and economic factors in our decision making process. The decision to approve the application with certain conditions was made August 13, 2005. The offer has been executed by the client and is now an active tenure.

We did incorporate special mitigation measures in our decision to help address some of the interests we heard.



Unfortunately, it appears the decision was not posted on our website and I will be taking steps now to ensure that is updated.

At Christmas time we received a letter from **s.22** requesting the decision be overturned. We are in the process of responding directly to them in that regard.

If you require any further information please contact me or Senior Land Officer Jerry Johnson.

Thanks,

**Don Meeks**  
**Manager, Land Authorizations**

**Ministry of Forests, Lands & Natural Resource Operations**  
**441 Columbia Street**  
**Kamloops, BC V2C 2T3**  
**Phone: (250) 828-4415 / Fax (250) 828-4442**  
**Email: [Don.Meeks@gov.bc.ca](mailto:Don.Meeks@gov.bc.ca)**

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**From:** Robinson, Gordon FLNR:EX  
**Sent:** Tuesday, January 5, 2016 1:52 PM  
**To:** Meeks, Don FLNR:EX  
**Cc:** Troke, Corri-Ann FLNR:EX  
**Subject:** FW: La Stella Winery wharf application 3412924

Hey Don,

Do you have any information on the public notification/consultation process for this application that I could pass along to the MO? I see from the reasons for decisions website that it's currently under review, but any information on the public consultation you could send my way would be great.

Thanks for your help

*Gordon Robinson* | Manager, Executive Issues | Deputy Minister's Office | Ministry of Forests, Lands and Natural Resource Operations | tel: 250.387.4878 | ce **s.17** [gordon.Robinson@gov.bc.ca](mailto:gordon.Robinson@gov.bc.ca)

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**From:** Hintz, Nancy P FLNR:EX  
**Sent:** Tuesday, January 5, 2016 1:22 PM  
**To:** Robinson, Gordon FLNR:EX  
**Subject:** FW: URGENT - HELP REQUIRED - COMMERCIAL WHARF TO ACCOMMODATE FLOAT PLANES -1,000 METERS FROM OSOYOOS DESERT CENTER  
**Importance:** High

Hi Gordon,

Can you check on this dock application in Osoyoos? What stage of the approval process is it currently. Has the consultation process concluded? If not, where is that at currently/



Thanks kindly,

<http://www.arfd.gov.bc.ca/ApplicationPosting/viewpost.jsp?PostID=47378>

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Nancy Hintz, Executive Assistant to the Honourable Steve Thomson,  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: 250-387-9275 Fax: 250-387-1040

<http://www.gov.bc.ca/for>

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**Johns** : **Jerry FLNR:EX**

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If you require any further information please contact me or Senior Land Officer Jerry Johnson.

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Nancy Hintz, Executive Assistant to the Honourable Steve Thomson,  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: 250-387-9275 Fax: 250-387-1040

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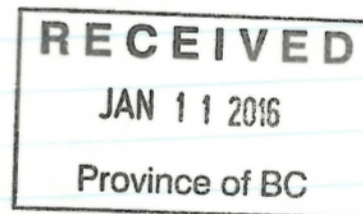
Jan. 5/2016

Hello Jerry,

Attached are hard copies  
of our emails re: the Stella Winny  
File # 3412924

Thanks for your help.

s.22





December 20, 2015

Jerry Johnson

Senior Land Officer

Ministry of Forests, Lands and Natural Resource Operations

441 Columbia Street,

Kamloops, BC

V2C 2T3

Dear Jerry,

My name is: [s.22](#) and I am writing in regards to the decision recently made concerning La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924. You may recall, I spoke with you last year regarding the application to build a commercial dock on Osoyoos Lake. As suggested I did forward a letter to you and several others outlining a number of concerns my husband and I would have, should a wharf approval be granted. We have recently learned you have since approved the application and we are pleading with you to reconsider your decision. I cannot stress enough how much this wharf could dramatically affect Osoyoos Lake, its' shoreline, all of the local full time and part time residents, our rural peace and quiet, bring many, many safety concerns for boaters, swimmers, families alike, and equally, if not greater, alter the natural habitats of our local unique eco system forever. Even your reduced term license could result in damage done. If a decision after 5 years is to remove the wharf, the area may already be negatively impacted. I'm not sure if you are aware, but this eco system is the only one of its' kind in Canada, in the throes of possibly becoming ONE OF CANADA'S NATURAL WONDERS. Do we want to encourage overhead float plane traffic descending 100's of feet over this desert centre while we invite the world to visit and marvel at the wonders that this area offers? We certainly do not want to listen to these planes or other float planes landing and taking off in this sensitive bay area. Have you ever heard a de Havilland beaver float plane? We have. Open exhaust. Extremely loud. The float plane of choice for transporting large numbers of destination tourists, definitely not what we expected to deal with in this residential/ALR bay. Approximately 1,000 meters from this Winery, is home to Canada's Desert Center. As stated on the Desert Center website, this desert is:

Tucked into the southernmost corner of British Columbia's beautiful Okanagan Valley is an extraordinary habitat popularly referred to as Canada's pocket desert. This dry, shrub-grassland is one of Canada's most fragile and endangered ecosystems.

You are invited to experience the beauty and diversity of this unique desert environment at the Osoyoos Desert Centre, a 67-acre nature interpretive facility located 3 km north of Osoyoos. Enjoy a guided or

self-guided tour along the Centre's 1.5 km boardwalk, explore hands-on displays in the interpretive building, and stroll through the native plant demonstration garden.

The Desert Centre is operated by the Osoyoos Desert Society, a non-profit organization dedicated to conserving the south Okanagan's rich biodiversity for future generations.

To conserve and restore the antelope-brush ecosystem in the South Okanagan.

To educate the public and inspire active concern for ecosystems worldwide.

That in itself is so extremely precious I can't imagine why anyone would allow anything to disrupt such a place, and for what? To allow a commercial owner to increase his bank account? There is a time and a place for everything. This is definitely not the time and more importantly not the place for that type of business venture in ALR land.

s.22

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Heaven help the spawning fish in this bay. (See fisheries, or perhaps ask their opinion).

Again, we are pleading with you Jerry to reconsider your decision regarding the approval of the wharf by Enotecca Wineries & Resorts.

Attached is a document with the names of residents on our street and in this area who are also opposed to this new development. As it is only a few days before Christmas many others are out of town, unaware of this decision and not currently available for comments, however I can assure you there are many more people who will be very disturbed about this decision.

s.22



Re: Commercial Dock Application Request by La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924  
 Following are the names of people opposed to the commercial dock application by La Stella Winery

- 1 Use of ALR land for commercial purposes
- 2 Increased noise levels
- 3 Ecological disturbance to the natural habitat by float planes and increased boaters
- 4 The affect and displacement of wildlife: beaver, deer, many species of birds, racoons, etc.
- 5 The size of the proposed dock to accommodate float planes and numerous additional boats in the area
- 6 Loss of privacy for the neighbours
- 7 Obstructed views from neighbouring properties
- 8 Amount of float plane traffic and related safety issues coming in and out of the small bay area to the local water users i.e. swimmers, paddle boarders, fishing etc.
- 9 Increased volume of boaters in this bay area as well as related safety issues that comes with increased boat traffic
- 10 Safety concerns with increased public traffic and activities visiting a winery

Yes	Circle # relating to concern	Print Name	Signature	Email Address	Date
✓	1 2 3 4 5 6 7 8 9 10				12/19/15
✓	1 2 3 4 5 6 7 8 9 10				1/19/15
✓	1 2 3 4 5 6 7 8 9 10				2/19/15.
✓	1 2 3 4 5 6 7 8 9 10				2/19/15
✓	1 2 3 4 5 6 7 8 9 10				2/19/15
✓	1 2 3 4 5 6 7 8 9 10				1/19/15
✓	1 2 3 4 5 6 7 8 9 10				12/20/15
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✓	1 2 3 4 5 6 7 8 9 10				2/23/15
X	1 2 3 4 5 6 7 8 9 10		s.22		24-12-15
✓	1 2 3 4 5 6 7 8 9 10				24-12-2015
	1 2 3 4 5 6 7 8 9 10				
	1 2 3 4 5 6 7 8 9 10				
	1 2 3 4 5 6 7 8 9 10				
	1 2 3 4 5 6 7 8 9 10				
	1 2 3 4 5 6 7 8 9 10				



s.22



s.22





EMAIL NOV. 4/2014

Keith Weir - Sr. Land Officer Thompson District (Osoyoos Rural District A) [keith.weir@gov.bc.ca](mailto:keith.weir@gov.bc.ca)

Jerry Johnson - Crown Land Officer [J.Johnson@gov.bc.ca](mailto:J.Johnson@gov.bc.ca)

Randy Brown - Special Provincial Constable, Ministry of Justice, Liquor Inspector  
[Randy.G.Brown@gov.bc.ca](mailto:Randy.G.Brown@gov.bc.ca)

Liquor Control & Licensing Branch Head Office Including Complaints/Concerns & Media Inquiries  
[Lclb.lclb@gov.bc.ca](mailto:Lclb.lclb@gov.bc.ca)

Keith Lacey - Editor Osoyoos Times [news@osoyoostimes.com](mailto:news@osoyoostimes.com)

Pendergraft - Director - Electoral Area A [info@rdos.bc.ca](mailto:info@rdos.bc.ca)

Dwight Shanner - Aarde Environmental Ltd. [AArdeEnviro@shaw.ca](mailto:AArdeEnviro@shaw.ca)

Alicia Osland - Osoyoos Lake Water Quality Society [info@olwqs.org](mailto:info@olwqs.org)

Premier – British Columbia - Christy Clark [premier@gov.bc.ca](mailto:premier@gov.bc.ca)

**Re: Commercial Dock Application Request by La Stella Winery aka Enotecca Wineries & Resorts Inc.**  
**File # 3412924**

This letter is written to voice our concerns regarding the application requested by La Stella Winery for a permit to build an oversized commercial dock/wharf on Osoyoos Lake.

Our concerns regarding the building of a commercial wharf next door in our quaint, rural and natural bay area on Osoyoos Lake are as follows, and are equally important!

- Use of ALR land for commercial purposes
- Increased noise levels
- Ecological disturbance to the natural habitat by float planes and increased boaters
- The affect and displacement of wildlife: beaver, deer, many species of birds, racoons, etc.
- The size of the proposed dock to accommodate float planes and numerous additional boats in the area
- Loss of privacy for the neighbours
- Obstructed views from neighbouring properties
- Amount of float plane traffic and related safety issues coming in and out of the small bay area to the local water users i.e. for swimmers, paddle boarders, fishing etc.
- Increased volume of boaters in this bay area as well as related safety issues that comes with increased boat traffic
- Safety concerns with increased public traffic and activities visiting a winery

It appears little by little they are trying to build a big commercial venture on ALR land. At what point does it stop? Helicopter landing pads? Restaurants, a small village - is this where they are headed? This is a residential street passing through a few small acreages not the middle of a commercially zoned area. The winery is located within ALR boundaries, and is on "**farming land**".

Walnut Beach in the town of Osoyoos, is in the tourism industry, appropriately located in a commercial zone, and also applied for an oversized commercial dock a few years ago. After review, their request was rejected by the Osoyoos Lake Water Quality Society. Below is a link explaining the importance of Osoyoos Lake's unique ecosystem and how this ecosystem needs to be protected. The same serious considerations need to be taken into account before permitting La Stella winery to build their oversized commercial dock in this sensitive ecological area. Once done there is no turning back!

<http://www.olwqs.org/index.php/rare-species.html>

This link

[http://www.for.gov.bc.ca/land\\_tenures/tenure\\_programs/programs/privatemoorage/reqs\\_best\\_mgmt\\_practices.pdf](http://www.for.gov.bc.ca/land_tenures/tenure_programs/programs/privatemoorage/reqs_best_mgmt_practices.pdf)

contains a document by the Ministry of Agriculture and Lands outlining the requirements and best management practices for designing a dock or boat launch. In this document it states one of the requirements to be considered is to: "**remain sensitive to views, impacts on neighbours, and orientation to neighbouring docks**" which we do not feel has been considered.

As previously stated, no discussions with neighbouring residents have taken place regarding this proposed dock by the winery. The local newspaper printed an advertisement about the application request for a commercial dock which is how the neighbours initially became aware of their intentions.



<b>La Stella Winery and Resorts Inc.</b> 1204 Hamilton Street Vancouver, BC V6C 2T3 Tel: 604-273-1100 Fax: 604-273-1101 Email: info@lasterella.com		Project No: 1812/04 Date: 2014/07/04
<b>Notice of Intention to Apply for a Disposition of Crown Land</b> The proposed future site would comprise 16 hectares south from the southeast corner of the property adjacent to Chequoctau Lake. The future site would be an 'L' shaped portion of the east of Chequoctau Lake from the point of commencement, 3 metres south, and would extend 16 metres east from the point of commencement.		

## La Stella Winery Dock Information & Postings



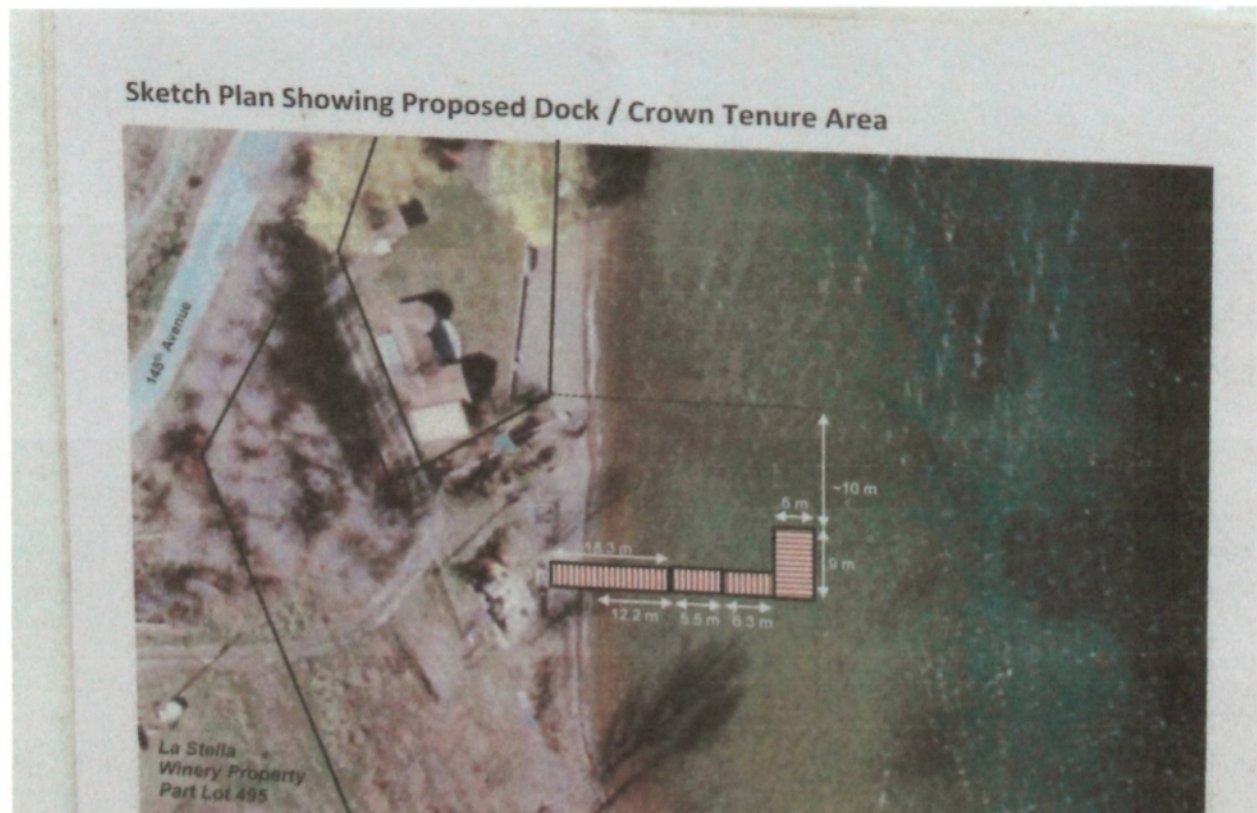
**Notice of Intention to Apply for a Disposition of Crown Land**

The La Stella Winery and Resorts Inc. (La Stella) has applied to the Ministry of Forests, Lands and Natural Resource Operations (MFLNRO), Thompson Okanagan, for a portion of Provincial Crown land (hereinafter referred to as the "Site") located south of Chequoctau Lake, near the east end of Chequoctau Lake, within the 16th Electoral District, Plan 1/27/10/17.

The La Stella has for this application to 1812/04. Written comments concerning this application should be directed to the Senior Land Officer, Thompson Okanagan, MFLNRO, at 441 Columbia Street, Kamloops, BC V2C 2T3. Comments will be reviewed by MFLNRO up to November 19, 2014. MFLNRO may not be able to consider comments received after this date. Please visit our website <http://mflnro.gov.bc.ca/landuse/landuseinfo/> for more information.

We acknowledge that any response to this advertisement will be considered part of the public record. For information, contact the Freedom of Information Act, Ministry of Forests, Lands and Natural Resource Operations, Office of the Information Officer.





#### General Permission – Requirements as per MINISTRY OF AGRICULTURE AND LANDS

Individuals cannot build on or develop aquatic Crown land, including Crown foreshore, without the province's authorization, even if they own adjacent property or "upland."

However, a General Permission is in place for use of aquatic Crown land in lakes and rivers, if the structure meets the following conditions:

- Do not exceed 20 m<sup>2</sup> in total surface area. (i.e. of dock, pier, walkway).
- Do not extend a distance greater than 30 metres from the present natural boundary of the upland parcel.
- Do not exceed 1.5 metres in width for access ramps or walkways and 3 metres width for any other portion of the dock.

The proposed dock appears to exceed the general permissions and would, without a doubt encroach on all of the closest neighbours' privacy levels, bring increased noise levels, create many safety issues, affect wildlife, dramatically alter the natural shoreline and greatly disturb the sensitive unique ecosystems we are so lucky to have that we should put great value on and protect to the very best of our ability.

### **Agricultural Land Reserve (British Columbia)**

From Wikipedia

**The Agricultural Land Reserve (ALR) is a collection of agricultural land in the Canadian province of British Columbia in which agriculture is recognized as the "priority".** In total, the ALR covers approximately 47,000 square kilometres (18,000 sq mi) and includes private and public lands that may be farmed, forested or are vacant. Some ALR blocks cover thousands of hectares while others are small pockets of only a few hectares. The reserve is administered by the Agricultural Land Commission (ALC), consisting of a chair and six vice-chairs appointed by the Lieutenant Governor-in-Council of British Columbia (cabinet) and twelve regular commissioners appointed by the provincial Minister of Agriculture and Lands.

The ALR was established in 1973, when it was considered to be the most progressive legislation of its kind in North America. **It was intended to permanently protect valuable agricultural land that has among the most fertile soil in the country from being lost. Despite having been in existence for over 40 years, however, the ALR continues to be threatened by urbanization and the land development industry.**

Since its inception, critics of ALR policy claimed that ALR restrictions prevented profit-taking by land owners — especially in British Columbia's rapidly growing Lower Mainland region — where in the early twenty-first century land prices are among the highest in North America. The claim is also made that owners of land in the ALR are not sufficiently compensated for their property, and that the ALR constitutes unreasonable interference in private property rights. However, media reports indicate that the ALR has widespread popularity among British Columbia voters.[1]

Defenders of ALR policy respond that the province has little arable land, especially of such productivity as exists on the Fraser River delta around Vancouver, and that the ALR protects British Columbia's important agriculture sector. They also suggest that a large part of the Lower Mainland's development pressure comes from the lack of a unified land use and transportation plan for the Greater Vancouver Regional District, and the failure of municipalities to replace sprawl with density. Finally, they claim that

the ALR is a reasonable extension of the government's right to zone land for various uses. Defenders of the ALR have been distressed in recent years at what they see as the weakening of the policy, by the designation of golf courses as "agricultural land" and the removal of ALR-protected lands for residential, commercial, and industrial development. This type of cumulative, piecemeal erosion of the ALR land base is logically seen as being incompatible with the necessity of feeding a burgeoning population whose ongoing growth is largely fueled by immigration.

Thank you in advance for your attention to these concerns.

Regards,

s.22



Page 024

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s.17

Page 025

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s.21;s.17

**John: , Jerry FLNR:EX**

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**Sent:** Monday, December 21, 2015 12:46 PM  
**To:** Johnson, Jerry FLNR:EX  
**Cc:** Meeks, Don FLNR:EX  
**Subject:** FW: La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924

FYI....

**Don Meeks**  
Manager, Land Authorizations

Ministry of Forests, Lands & Natural Resource Operations  
441 Columbia Street  
Kamloops, BC V2C 2T3  
Phone: (250) 828-4415 / Fax (250) 828-4442  
Email: [Don.Meeks@gov.bc.ca](mailto:Don.Meeks@gov.bc.ca)

---

**From:** Meeks, Don FLNR:EX  
**Sent:** Monday, December 21, 2015 12:46 PM  
**To:** s.22  
**Subject:** RE: La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924

Dear s.22

Thank you for your letter regarding the proposed dock at La Stella Winery. I will be reviewing this matter and responding to you in the near future.

Best regards,

**Don Meeks**  
Manager, Land Authorizations

Ministry of Forests, Lands & Natural Resource Operations  
441 Columbia Street  
Kamloops, BC V2C 2T3  
Phone: (250) 828-4415 / Fax (250) 828-4442  
Email: [Don.Meeks@gov.bc.ca](mailto:Don.Meeks@gov.bc.ca)

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**From:** s.22  
**Sent:** Monday, December 21, 2015 7:47 AM



**To:** Meeks, Don FLNR:EX

**Subject:** Fwd: La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924

Hello Don,

My name is s.22 and I am forwarding you a letter and petition regarding the decision to approve of a wharf at La Stella Winery in Osoyoos, B.C. in hopes that this decision can somehow be reconsidered. I have forwarded this letter and petition to Jerry Johnson as well, however understand s.22 s.22 My husband and I, as well as all of our neighbors s.22, have just been informed of this recent decision this past week-end and we are all quite shocked and disturbed. Could you please read and advise on what else we might do in order to have this decision overturned?

Thank you in advance for any advice and help you can offer.

Regards,

s.22

---

**From:** s.22

**To:** "jerry johnson" <jerry.johnson@gov.bc.ca>

**Sent:** Sunday, December 20, 2015 9:32:09 PM

**Subject:** La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924

Hello Jerry,

My husband and I have recently been informed of your decision of approval for a wharf at La Stella Winery. We are surprised to say the least and extremely disappointed! After reading our attached letter, as well as other letters sent to you by our neighbors, we are requesting you reconsider this decision. I have also attached a petition signed by ourselves and by our neighbors on this street who are all very shocked and disturbed by this unsettling news. There will be more signatures to follow. I will send hard copies in the mail of this letter and the attachments.

Thank you,

s.22

**Meel** Don FLNR:EX

---

**From:** s.22  
**Sent:** Monday, December 21, 2015 7:47 AM  
**To:** Meeks, Don FLNR:EX  
**Subject:** Fwd: La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924  
**Attachments:** Approved wharf - Enotecca Wineries & Resorts File #3412924.docx; People Opposed to LaStella Wharf.pdf

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Thank you,

s.22

December 20, 2015

Jerry Johnson

Senior Land Officer

Ministry of Forests, Lands and Natural Resource Operations

441 Columbia Street,

Kamloops, BC

V2C 2T3

Dear Jerry,

My name is **s.22** and I am writing in regards to the decision recently made concerning La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924. You may recall, I spoke with you last year regarding the application to build a commercial dock on Osoyoos Lake. As suggested I did forward a letter to you and several others outlining a number of concerns my husband and I would have, should a wharf approval be granted. We have recently learned you have since approved the application and we are pleading with you to reconsider your decision. I cannot stress enough how much this wharf could dramatically affect Osoyoos Lake, its' shoreline, all of the local full time and part time residents, our rural peace and quiet, bring many, many safety concerns for boaters, swimmers, families alike, and equally, if not greater, alter the natural habitats of our local unique eco system forever. Even your reduced term license could result in damage done. If a decision after 5 years is to remove the wharf, the area may already be negatively impacted. I'm not sure if you are aware, but this eco system is the only one of its' kind in Canada, in the throes of possibly becoming ONE OF CANADA'S NATURAL WONDERS. Do we want to encourage overhead float plane traffic descending 100's of feet over this desert centre while we invite the world to visit and marvel at the wonders that this area offers? We certainly do not want to listen to these planes or other float planes landing and taking off in this sensitive bay area. Have you ever heard a de Havilland beaver float plane? We have. Open exhaust. Extremely loud. The float plane of choice for transporting large numbers of destination tourists, definitely not what we expected to deal with in this residential/ALR bay. Approximately 1,000 meters from this Winery, is home to Canada's Desert Center. As stated on the Desert Center website, this desert is:

Tucked into the southernmost corner of British Columbia's beautiful Okanagan Valley is an extraordinary habitat popularly referred to as Canada's pocket desert. This dry, shrub-grassland is one of Canada's most fragile and endangered ecosystems.

You are invited to experience the beauty and diversity of this unique desert environment at the Osoyoos Desert Centre, a 67-acre nature interpretive facility located 3 km north of Osoyoos. Enjoy a guided or



self-guided tour along the Centre's 1.5 km boardwalk, explore hands-on displays in the interpretive building, and stroll through the native plant demonstration garden.

The Desert Centre is operated by the Osoyoos Desert Society, a non-profit organization dedicated to conserving the south Okanagan's rich biodiversity for future generations.

To conserve and restore the antelope-brush ecosystem in the South Okanagan.

To educate the public and inspire active concern for ecosystems worldwide.

That in itself is so extremely precious I can't imagine why anyone would allow anything to disrupt such a place, and for what? To allow a commercial owner to increase his bank account? There is a time and a place for everything. This is definitely not the time and more importantly not the place for that type of business venture in ALR land.

s.22

s.22

Heaven help the spawning fish in this bay. (See fisheries, or perhaps ask their opinion).

Again, we are pleading with you Jerry to reconsider your decision regarding the approval of the wharf by Enotecca Wineries & Resorts.

Attached is a document with the names of residents on our street and in this area who are also opposed to this new development. As it is only a few days before Christmas many others are out of town, unaware of this decision and not currently available for comments, however I can assure you there are many more people who will be very disturbed about this decision.

Regards,

s.22

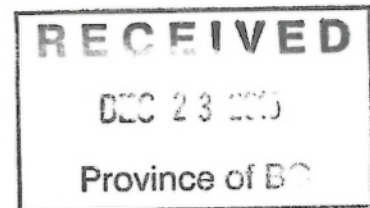
Re: Commercial Dock Application Request by La Stella Winery aka Enotecca Wineries & Resorts Inc. File #3412924  
 Following are the names of people opposed to the commercial dock application by La Stella Winery

- 1 Use of ALR land for commercial purposes
- 2 Increased noise levels
- 3 Ecological disturbance to the natural habitat by float planes and increased boaters
- 4 The affect and displacement of wildlife: beaver, deer, many species of birds, racoons, etc.
- 5 The size of the proposed dock to accommodate float planes and numerous additional boats in the area
- 6 Loss of privacy for the neighbours
- 7 Obstructed views from neighbouring properties
- 8 Amount of float plane traffic and related safety issues coming in and out of the small bay area to the local water users i.e. swimmers, paddle boarders, fishing etc.
- 9 Increased volume of boaters in this bay area as well as related safety issues that comes with increased boat traffic
- 10 Safety concerns with increased public traffic and activities visiting a winery

Yes	Circle # relating to concern	Print Name	Signature	Email Address	Date
✓	1 2 3 4 5 6 7 8 9 10				12/19/15
✓	1 2 3 4 5 6 7 8 9 10				12/19/15
✓	1 2 3 4 5 6 7 8 9 10				12/19/15.
✓	1 2 3 4 5 6 7 8 9 10				12/19/15
✓	1 2 3 4 5 6 7 8 9 10		s.22		12/19/15
✓	1 2 3 4 5 6 7 8 9 10				12/19/15
✓	1 2 3 4 5 6 7 8 9 10				12/20/15
✓	1 2 3 4 5 6 7 8 9 10				12/20/15

December 19, 2015

Jerry Johnson  
Senior Land Officer  
Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia Street,  
Kamloops, BC  
V2C 2T3



Dear Jerry:

Re: Commercial Wharf application by Enotecca Winery at Osoyoos Lake, File #3412924

We are writing to request the cancellation of approval of the foreshore tenure and management plan awarded November 19, 2015 for a Commercial Wharf to Enotecca Winery (La Stella) at Osoyoos Lake.

The application we are referring to is posted at <http://arfd.gov.bc.ca/ApplicationPosting/viewpost.jsp?PostID=47378>, dated September 14, 2014. The Management Plan with approval conditions and Schedule A Project Overview is attached to this letter.

We are one of several residential landowners affected by the Ministry decision to award a tenure, and are objecting to its approval and issuance. While others will be writing you, we represent the concerns of several owners in the area. s.22  
proposed commercial float plane wharf, s.22

The proponent's application, Section A Project Overview, proposed a "commercial tenure including private moorage to allow for patron access to the winery by boat or float plane".

The main issues we have with this proposal include:

1. Permitting a commercial use in a residential area; and
2. Facilitating the use of float planes in a residential area used by families and young children, causing unsafe and noisy conditions for present and future users of the lake; and,
3. Permitting noisy parties that will interfere with the quite family residential area; and,
4. Negative impacts on residential property values due to the noisy, unsafe commercial use in an otherwise quiet safe family friendly bay.

As we understand it, the approved management plan would allow for:

- commercial uses on the foreshore, including commercial float plane traffic; and,
- use of the dock for parties, private gatherings and functions hosted by La Stella Winery that could generate loud noise by visitors or guests up to 10 pm.

We understand this highly contentious proposal was objected to:

- in writing and possibly verbally by several residential landowners on 81<sup>st</sup> and 148<sup>th</sup> avenue in Osoyoos; and,
- not supported by the Regional District of Okanagan Similkameen.

...2/



Despite the residential use of the nearby properties, we also believe the land use for the upland property Lot 1, Plan EPP13717 influencing the application is not compatible with intended commercial uses that would support a commercial wharf of this nature because it is:

- zoned AG1 (Agriculture One Zone); and,
- designated in the Official Community Plan as AG (Agriculture); and,
- covered by the Agriculture Land Reserve.

We believe that land use of the foreshore is not intended for commercial use. In the absence of land use zoning, land use is logically dictated by historic uses that are residential based, not commercial as is proposed by the proponent.

Our assertion and request to have this approval overturned is further reflected by frustrations and objections raised by the Regional District, who we believe expressed concern to you about the increased commercial development in the area and how they may affect future land use options for upland properties. Unfortunately, RDOS Zoning and OCP Bylaws do not extend onto Osoyoos Lake. It is this local planning authority that perhaps should be making the decision on foreshore land use, not an isolated tenures branch in the Ministry.

It would appear from our discussions that the Ministry is aware of issues raised. You reported that you have attempted to accommodate them in two ways:

1. Issued a foreshore tenure for a shorter term, 5 years rather than the normal 10 years. This would allow you to cancel the tenure earlier if there are problems.
2. Added constraints to the Management Plan to attempt to limit noisy parties by requiring that "the licensee agrees that this dock shall not be used for parties, private gatherings or functions hosted by La Stella Winery that generate loud noise by visitors or guests after 10 pm". Which, by the way, does not address uses before 10 am.

Unfortunately, the Ministry has failed to address the larger concerns. Despite the noise issue, we do not accept, nor support the thought of float planes, noisy boaters and patrons for commercial purposes in a residential area, and all the safety and social risks imposed on our families and uses of the bay, which have been inadequately considered by the applicant and approval. It is simply unacceptable.

To suggest that the Management Plan will address residential concerns about noise is misguided. Perhaps you are not aware of previous noise and mischief related issues by La Stella winery on residential landowners, loud hosted parties that have gotten out of hand. While I am not privy to all that has gone on, it would be easy for you to request this information from land owners, the winery and the BC Liquor Control Board. We are not interested in an "ask for forgiveness rather than approval" compliance and enforcement regime as is proposed. There have been documented issues and that tolerance is gone. We do not want to facilitate future problems.

It is unfortunate that this matter was not resolved in another way, as we would hope that we could all respect the area and become good residential and corporate neighbours.

Therefore, we implore you to overturn your decision and cancel the tenure as it is not compatible with current or future uses of the area. In the words of our Premier Christy Clark on December 16, 2015 "It's never too late to reverse a mistake that was made."

We would be pleased to meet with you or discuss on-site. Please feel free to call me at s.22

Yours sincerely,

s.22

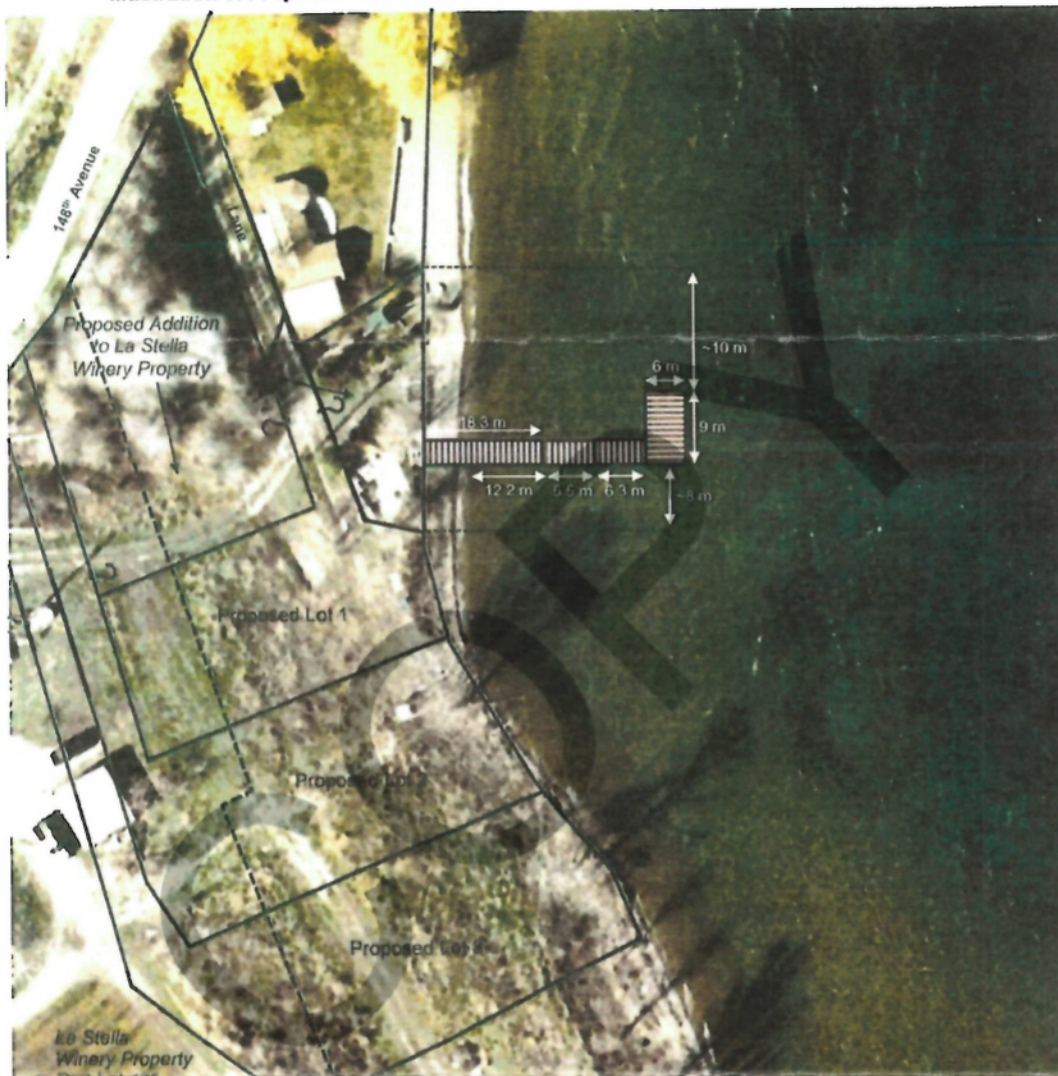


# MANAGEMENT PLAN

**Description:** All that unsurveyed Crown foreshore being the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, Similkameen Division of Yale District, Plan EPP13717, containing 0.45 hectares more or less.

The licensee agrees that this dock shall not be used for parties, private gatherings or functions hosted by La Stella Winery that generate loud noise by visitors or guests after 10 pm.

Illustration 3: Proposed Dock Dimensions and Details – Plan View



By adding your signature to this Development Plan, you acknowledge you are aware that Tenure file# 3412924 is only authorized to cover the improvement(s) and are(s) shown. You also acknowledge by your signature that if there are additional improvements, or if the existing improvements are not as shown, that they are in trespass and that you assume all liabilities and risk associated with the tenure.

If you wish to propose changes to what is shown on the Development Plan, they must be dealt with separately, and after completion of the Assignment of Tenure.

Signed on behalf of

by a duly authorized signatory

*[Signature]*

Sept 21 / 2015

Date

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA,

by its authorized representative

*[Signature]*

Nov 19 2015

Date



## Section A – Project Overview

### *Project and Purpose*

The owner of the upland property, Lot 1, Plan EPP13717, is also the owner of the property behind the upland property legally described as Part Lot 495 on Plan B5895, which contains a vineyard and the La Stella Winery. The commercial tenure for the private moorage is for the winery property to provide water access to the La Stella Winery and to allow patrons of the winery use of the dock for boat moorage to allow patron access to the winery by boat or float plane. The upland property is in the process of being subdivided to create residential lots and lake access for the La Stella Winery, so the winery will have direct access to the lakefront and the requested boat moorage.

### Illustration 1: General Location

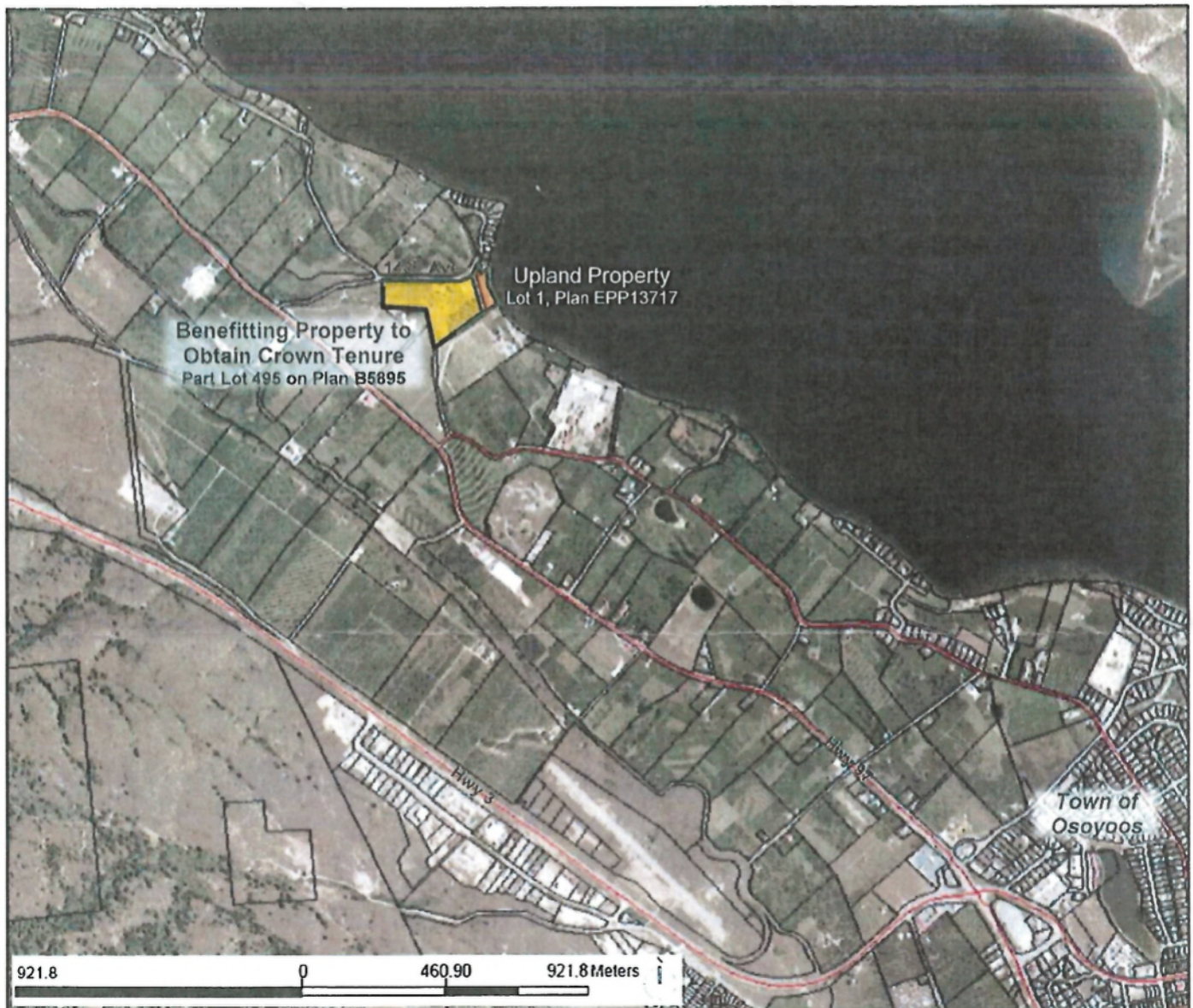
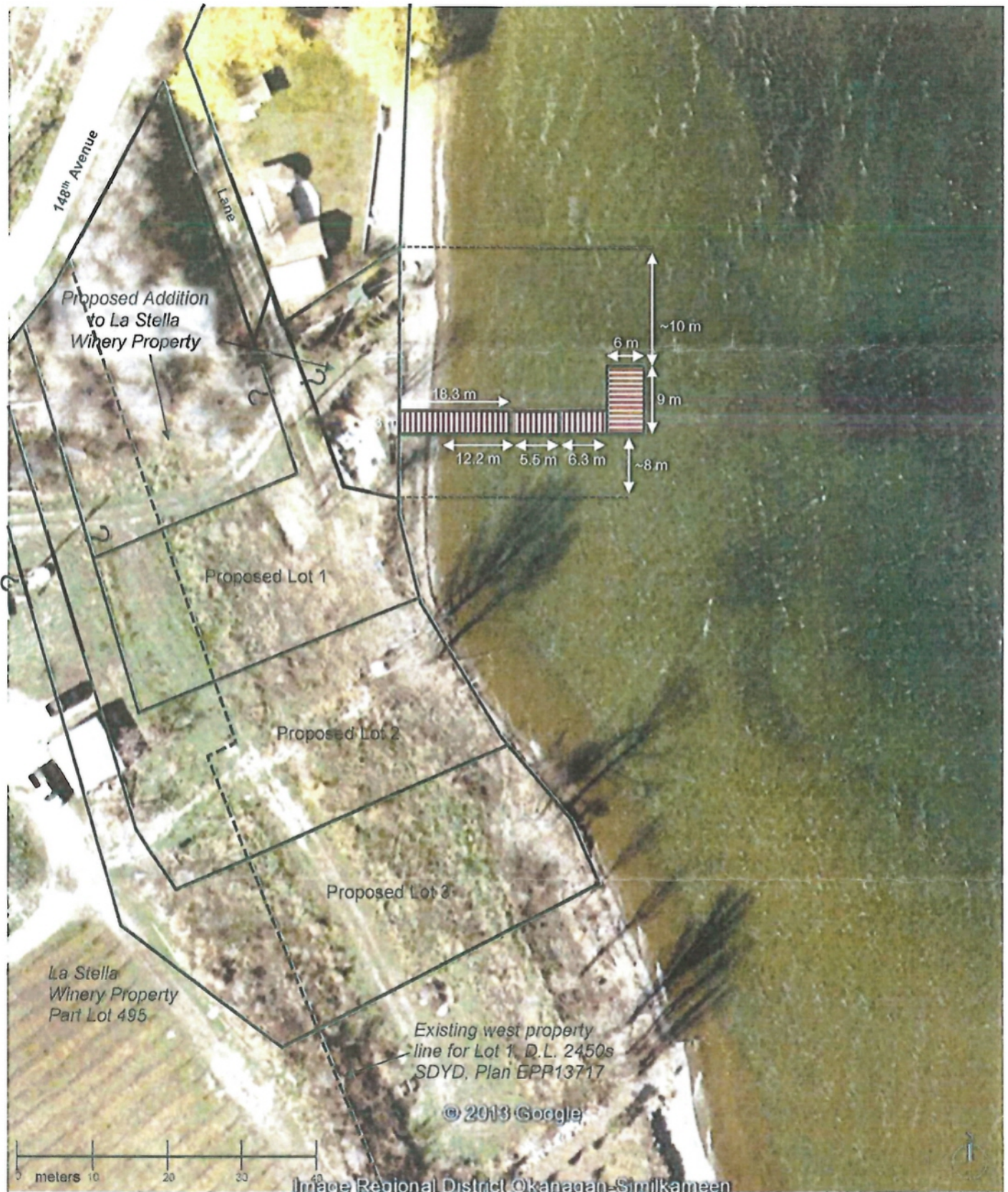




Illustration 3: Proposed Dock Dimensions and Details – Plan View

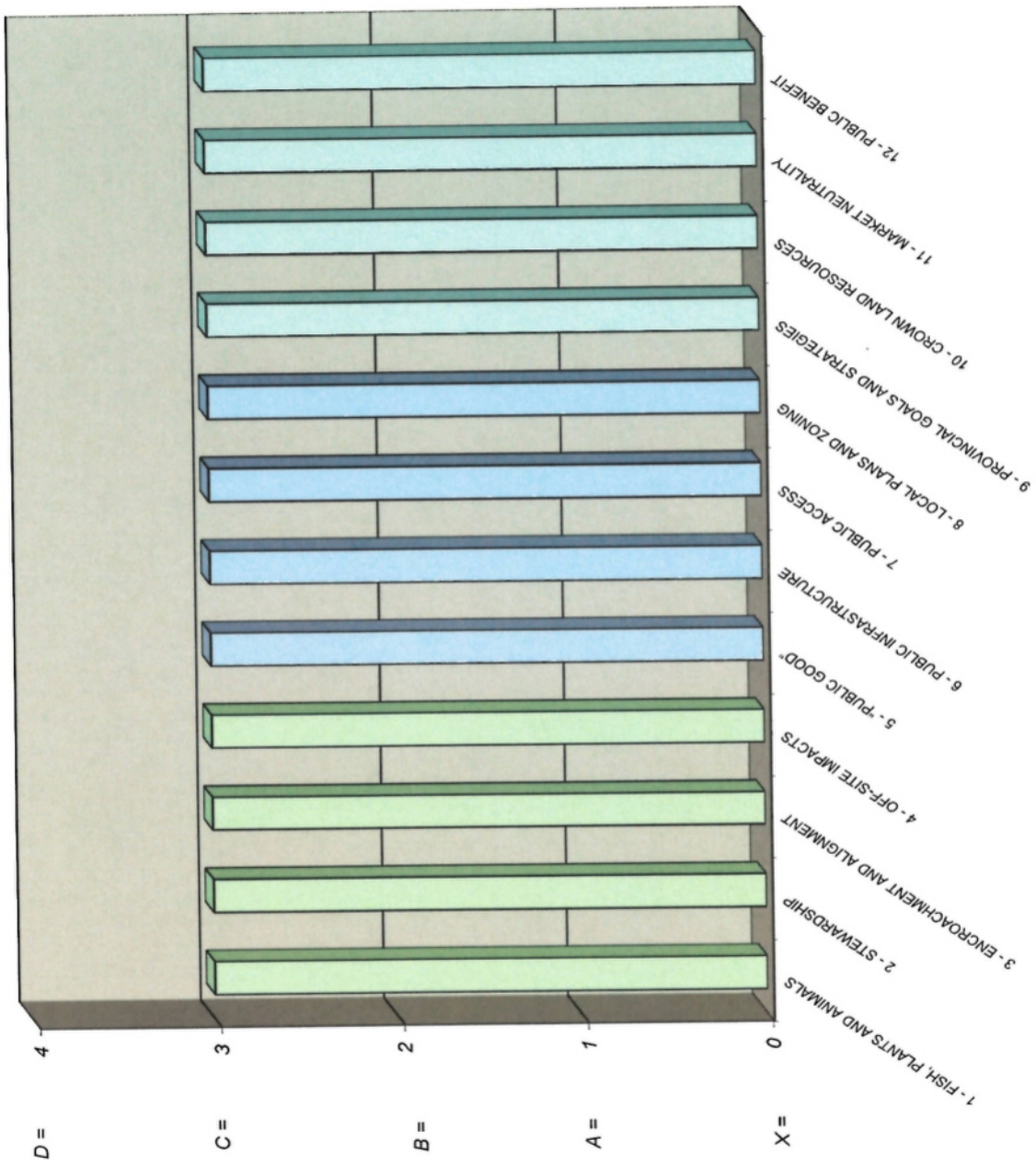


ENVIRONMENTAL IMPACTS AND BENEFITS	SOCIAL, CULTURAL, AND PUBLIC ACCESS IMPACTS AND BENEFITS	ECONOMIC IMPACTS AND BENEFITS
<b>CRITERION 1 - FISH, PLANTS AND ANIMALS</b> Does not compromise the regional distribution of fish, plant and animals, the sustainability of their populations, or the integrity of their habitats	<b>CRITERION 5 - "PUBLIC GOOD"</b> Demonstrates a clear need and purpose for the public "good"	<b>CRITERION 9 - PROVINCIAL GOALS AND STRATEGIES</b> Consistent with provincial economic development goals and strategies
<b>CRITERION 2 - STEWARDSHIP</b> Ensures responsible uses and stewardship of natural resources	<b>CRITERION 6 - PUBLIC INFRASTRUCTURE</b> Demonstrates the effective use of community resources and existing government infrastructure	<b>CRITERION 10 - CROWN LAND RESOURCES</b> Demonstrates the efficient use of Crown land resources
<b>CRITERION 3 - ENCROACHMENT AND ALIGNMENT</b> Manages encroachment and optimises alignment with natural site conditions.	<b>CRITERION 7 - PUBLIC ACCESS</b> Considers the management of public access to Crown lands and the lands beyond.	<b>CRITERION 11 - MARKET NEUTRALITY</b> Produces market neutral and "best use" outcomes
<b>CRITERION 4 - OFF-SITE IMPACTS</b> Considers the range and extent of the proposed land use on off site land, air and water resources	<b>CRITERION 8 - LOCAL PLANS AND ZONING</b> Considers approved local and regional plans	<b>CRITERION 12 - PUBLIC BENEFIT</b> Provides economic benefits for the public



## Principle Based Decision making

Criterion:		Meets in					Not	
		Does not meet	Meets in some respects	Meets in all respects	Exceeds	applicable		
		A	B	C	D	X		
CRITERION 1 FISH, PLANT AND ANIMALS	Does not compromise the regional distribution of fish, plant and animals, the sustainability of their populations, or the integrity of their habitats							
CRITERION 2 – STEWARDSHIP	Ensures responsible uses and stewardship of natural resources			C				
CRITERION 3 – ENCROACHMENT AND ALIGNMENT	Manages encroachment and optimises alignment with natural site conditions.			C				
CRITERION 4 OFF-SITE IMPACTS	Considers the range and extent of the proposed land use on off site land, air and water resources			C				
CRITERION 5 – “PUBLIC GOOD”	Demonstrates a clear need and purpose for the public “good”			C				
CRITERION 6 – EXISTING PUBLIC INFRASTRUCTURE	Demonstrates the effective use of community resources and existing government infrastructure			C				
CRITERION 7 – PUBLIC ACCESS	Considers the management of public access to Crown lands and the lands beyond.			C				
CRITERION 8 – LOCAL PLANS AND ZONING	Considers approved local and regional plans			C				
CRITERION 9 – PROVINCIAL GOALS AND STRATEGIES	Consistent with provincial economic development goals and strategies			C				
CRITERION 10 – CROWN LAND RESOURCES	Demonstrates the efficient use of Crown land resources			C				
CRITERION 11 – MARKET NEUTRALITY	Produces market neutral and “best use” outcomes			C				



File #:

**CRITERION 12 – PUBLIC BENEFIT**

Provides economic benefits for the public

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**Johnson, Jerry FLNR:EX**

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**From:** s.22  
**Sent:** Saturday, December 19, 2015 5:46 PM  
**To:** Johnson, Jerry FLNR:EX  
**Cc:** Meeks, Don FLNR:EX  
**Subject:** FW: Enotecca Winery Osoyoos Commercial Wharf Application #3412924  
**Attachments:** Enotecca Winery Commercial Wharf Tenure Complaint Letter & Attachments December 19, 2015.pdf

Hi Jerry,

Following up our discussion last week, attached please find our December 19, 2015 letter objecting to the approval and requesting cancellation of the November 19, 2015 Enotecca Foreshore Tenure and Management Plan. A hard copy will follow.

I would be pleased to go over our letter with you or your supervisor and see how we can wind this project down.

I'm sure if you had a property in this long-standing family friendly lakeshore area you would feel the same.

Thank you,

3

1.

s.22

---

**From:** s.22  
**Sent:** December 17, 2015 2:45 PM  
**To:** 'Don.Meeks@gov.bc.ca' <Don.Meeks@gov.bc.ca>  
**Cc:** 'Johnson, Jerry FLNR:EX' <Jerry.Johnson@gov.bc.ca>  
**Subject:** FW: Enotecca Winery Osoyoos Commercial Wharf Application #3412924

Hi Don,

I'm following up my voicemail this afternoon. I wonder if you might call me when convenient.

I've been talking with Jerry about the recently awarded foreshore licence on Osoyoos Lake, to Enotecca Winery, Application #341294. Jerry was kind enough to send a copy of the Management Plan, attached, and explain some of the thinking behind the approval.



I have spoken again with Jerry and he advises there is nothing he can do, the licence is issued. He suggested I speak with you.

Needless to say the approval came as a shock to the neighbours, many who have voiced objections and objected directly on the application, and the Regional District who feel helpless because they have no jurisdiction over the foreshore.

We would like to request your advice on how we might revisit the approval and overturn the issuance of the licence. We believe the proposed use is not compatible with existing uses, will cause impacts and safety issues for our properties.

We do not wish to take your valuable time but adjacent owners feel threatened by this un-condoned commercial use in a residential area. It is in our collective interest to resolve this quickly.

If you are unable to help, perhaps you could kindly advise who we might speak with in the Ministry that can, or the appropriate appeal process.

Thank you,

s.22

---

**From:** Johnson, Jerry FLNR:EX [<mailto:Jerry.Johnson@gov.bc.ca>]

**Sent:** December 15, 2015 1:48 PM

**To:** s.22

**Subject:** RE: Enotecca Winery Osoyoos Commercial Wharf Application #3412924

s.22 as requested I have attached a copy of the management plan which limits the use of this dock. Also as mentioned the Licence of Occupation term was limited to 5 years, in most case cases we issue longer term licences, however, in this case due to concerns we reduced the term.

It should be noted that this application was referred the Regional District of Okanagan Similkameen for their comments on this proposed commercial dock and no comments were provided in regards to the proposed use.

If you have any further questions in regards to this matter please call or email me.

**Jerry Johnson**  
**Senior Land Officer**  
**Phone 250-828-4418**

Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia Street, Kamloops, BC V2C 2T3  
Email: [Jerry.Johnson@gov.bc.ca](mailto:Jerry.Johnson@gov.bc.ca)

---

**From:** s.22  
**Sent:** Tuesday, December 15, 2015 11:16 AM  
**To:** Johnson, Jerry FLNR:EX  
**Subject:** Enotecca Winery Osoyoos Commercial Wharf Application #3412924

Hi Jerry,

Thanks for your time today.

I'd like to request a copy of the management plan for the Commercial Wharf application by Enotecca Winery at Osoyoos Lake, File #3412924 s.22

We're concerned as I am sure you would be s.22 about safety and noise of a commercial wharf in a residential area that will include commercial based float plane traffic and all that will impose on the rest of us in a quiet residential bay.

I'm actually a bit puzzled that a commercial use of this nature would be remotely considered compatible with adjacent residential land use and Agriculture use, or the Crown land foreshore land use that is predominantly residential use. I don't recall reading anything in an OCP allowing commercial use like this in this area of the waterfront, and wonder how an application like this could possibly have been entertained. This is not a residential dock with personal use.

Thank you,

s.22

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I'm sure if you had a property in this long-standing family friendly lakeshore area you would feel the same.

Thank you,

s.22

Dec 21, 2015 AT 10:20 AM  
• called s.22 HE WAS NOT AVAILABLE.  
• LEFT MESSAGE TO PLEASE RETURN MY CALL.  
D. Meeks

Dec 21, 2015 AT 11:00 AM  
• s.22 RETURNED MY CALL.  
• I MESSAGES I HAVE RECEIVED HIS VOICE MAIL + EMAIL.  
• I WILL REVIEW THEIR CONCERNS + RESPONSES IN WRITING IN THE NEAR FUTURE.  
• MANY STAFF ARE AWAY AND I NEED KEY INFORMATION FROM THEM.

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**To:** 'Don.Meeks@gov.bc.ca' <Don.Meeks@gov.bc.ca>  
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**Senior Land Officer**  
**Phone 250-828-4418**



Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia Street, Kamloops, BC V2C 2T3  
Email: [Jerry.Johnson@gov.bc.ca](mailto:Jerry.Johnson@gov.bc.ca)

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Hi Jerry,

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I'd like to request a copy of the management plan for the Commercial Wharf application by Enotecca Winery at Osoyoos Lake, File #3412924. We are neighbour 2 lots to the north on Osoyoos Lake.

We're concerned as I am sure you would be s.22 about safety and noise of a commercial wharf in a residential area that will include commercial based float plane traffic and all that will impose on the rest of us in a quiet residential bay.

I'm actually a bit puzzled that a commercial use of this nature would be remotely considered compatible with adjacent residential land use and Agriculture use, or the Crown land foreshore land use that is predominantly residential use. I don't recall reading anything in an OCP allowing commercial use like this in this area of the waterfront, and wonder how an application like this could possibly have been entertained. This is not a residential dock with personal use.

Thank you,

s.22

December 19, 2015

Jerry Johnson  
Senior Land Officer  
Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia Street,  
Kamloops, BC  
V2C 2T3

Dear Jerry:

Re: Commercial Wharf application by Enotecca Winery at Osoyoos Lake, File #3412924

We are writing to request the cancellation of approval of the foreshore tenure and management plan awarded November 19, 2015 for a Commercial Wharf to Enotecca Winery (La Stella) at Osoyoos Lake.

The application we are referring to is posted at <http://arfd.gov.bc.ca/ApplicationPosting/viewpost.jsp?PostID=47378>, dated September 14, 2014. The Management Plan with approval conditions and Schedule A Project Overview is attached to this letter.

We are one of several residential landowners affected by the Ministry decision to award a tenure, and are objecting to its approval and issuance. While others will be writing you, we represent the concerns of several owners in the area. s.22  
proposed commercial float plane wharf s.22

The proponent's application, Section A Project Overview, proposed a "commercial tenure including private moorage to allow for patron access to the winery by boat or float plane".

The main issues we have with this proposal include:

1. Permitting a commercial use in a residential area; and
2. Facilitating the use of float planes in a residential area used by families and young children, causing unsafe and noisy conditions for present and future users of the lake; and,
3. Permitting noisy parties that will interfere with the quite family residential area; and,
4. Negative impacts on residential property values due to the noisy, unsafe commercial use in an otherwise quiet safe family friendly bay.

As we understand it, the approved management plan would allow for:

- commercial uses on the foreshore, including commercial float plane traffic; and,
- use of the dock for parties, private gatherings and functions hosted by La Stella Winery that could generate loud noise by visitors or guests up to 10 pm.

We understand this highly contentious proposal was objected to:

- in writing and possibly verbally by several residential landowners on 81<sup>st</sup> and 148<sup>th</sup> avenue in Osoyoos; and,
- not supported by the Regional District of Okanagan Similkameen.

...2/

Despite the residential use of the nearby properties, we also believe the land use for the upland property Lot 1, Plan EPP13717 influencing the application is not compatible with intended commercial uses that would support a commercial wharf of this nature because it is:

- zoned AG1 (Agriculture One Zone); and,
- designated in the Official Community Plan as AG (Agriculture); and,
- covered by the Agriculture Land Reserve.

We believe that land use of the foreshore is not intended for commercial use. In the absence of land use zoning, land use is logically dictated by historic uses that are residential based, not commercial as is proposed by the proponent.

Our assertion and request to have this approval overturned is further reflected by frustrations and objections raised by the Regional District, who we believe expressed concern to you about the increased commercial development in the area and how they may affect future land use options for upland properties. Unfortunately, RDOS Zoning and OCP Bylaws do not extend onto Osoyoos Lake. It is this local planning authority that perhaps should be making the decision on foreshore land use, not an isolated tenures branch in the Ministry.

It would appear from our discussions that the Ministry is aware of issues raised. You reported that you have attempted to accommodate them in two ways:

1. Issued a foreshore tenure for a shorter term, 5 years rather than the normal 10 years. This would allow you to cancel the tenure earlier if there are problems.
2. Added constraints to the Management Plan to attempt to limit noisy parties by requiring that "the licensee agrees that this dock shall not be used for parties, private gatherings or functions hosted by La Stella Winery that generate loud noise by visitors or guests after 10 pm". Which, by the way, does not address uses before 10 am.

Unfortunately, the Ministry has failed to address the larger concerns. Despite the noise issue, we do not accept, nor support the thought of float planes, noisy boaters and patrons for commercial purposes in a residential area, and all the safety and social risks imposed on our families and uses of the bay, which have been inadequately considered by the applicant and approval. It is simply unacceptable.

To suggest that the Management Plan will address residential concerns about noise is misguided. Perhaps you are not aware of previous noise and mischief related issues by La Stella winery on residential landowners, loud hosted parties that have gotten out of hand. While I am not privy to all that has gone on, it would be easy for you to request this information from land owners, the winery and the BC Liquor Control Board. We are not interested in an "ask for forgiveness rather than approval" compliance and enforcement regime as is proposed. There have been documented issues and that tolerance is gone. We do not want to facilitate future problems.

It is unfortunate that this matter was not resolved in another way, as we would hope that we could all respect the area and become good residential and corporate neighbours.

Therefore, we implore you to overturn your decision and cancel the tenure as it is not compatible with current or future uses of the area. In the words of our Premier Christy Clark on December 16, 2015 "It's never too late to reverse a mistake that was made."

We would be pleased to meet with you or discuss on-site. Please feel free to call me at <sup>s.22</sup>

Yours sincerely,

s.22



**MANAGEMENT PLAN**

**Le<sub>1</sub> Description:** All that unsurveyed Crown foreshore being the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, Similkameen Division of Yale District, Plan EPP13717, containing 0.45 hectares more or less.

The licensee agrees that this dock shall not be used for parties, private gatherings or functions hosted by La Stella Winery that generate loud noise by visitors or guests after 10 pm.

Illustration 3: Proposed Dock Dimensions and Details – Plan View



By adding your signature to this Development Plan, you acknowledge you are aware that Tenure file# 3412924 is only authorized to cover the improvement(s) and are(s) shown. You also acknowledge by your signature that if there are additional improvements, or if the existing improvements are not as shown, that they are in trespass and that you assume all liabilities and risk associated with the tenure.

If you wish to propose changes to what is shown on the Development Plan, they must be dealt with separately, and after completion of the Assignment of Tenure.

Signed on behalf of

by a duly authorized signatory

*[Signature]*

Sept 21 / 2015

Date

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA,

by its authorized representative

*[Signature]*

Nov 19, 2015

Date



## Section A – Project Overview

### *Project and Purpose*

The owner of the upland property, Lot 1, Plan EPP13717, is also the owner of the property behind the upland property legally described as Part Lot 495 on Plan B5895, which contains a vineyard and the La Stella Winery. The commercial tenure for the private moorage is for the winery property to provide water access to the La Stella Winery and to allow patrons of the winery use of the dock for boat moorage to allow patron access to the winery by boat or float plane. The upland property is in the process of being subdivided to create residential lots and lake access for the La Stella Winery, so the winery will have direct access to the lakefront and the requested boat moorage.

### Illustration 1: General Location

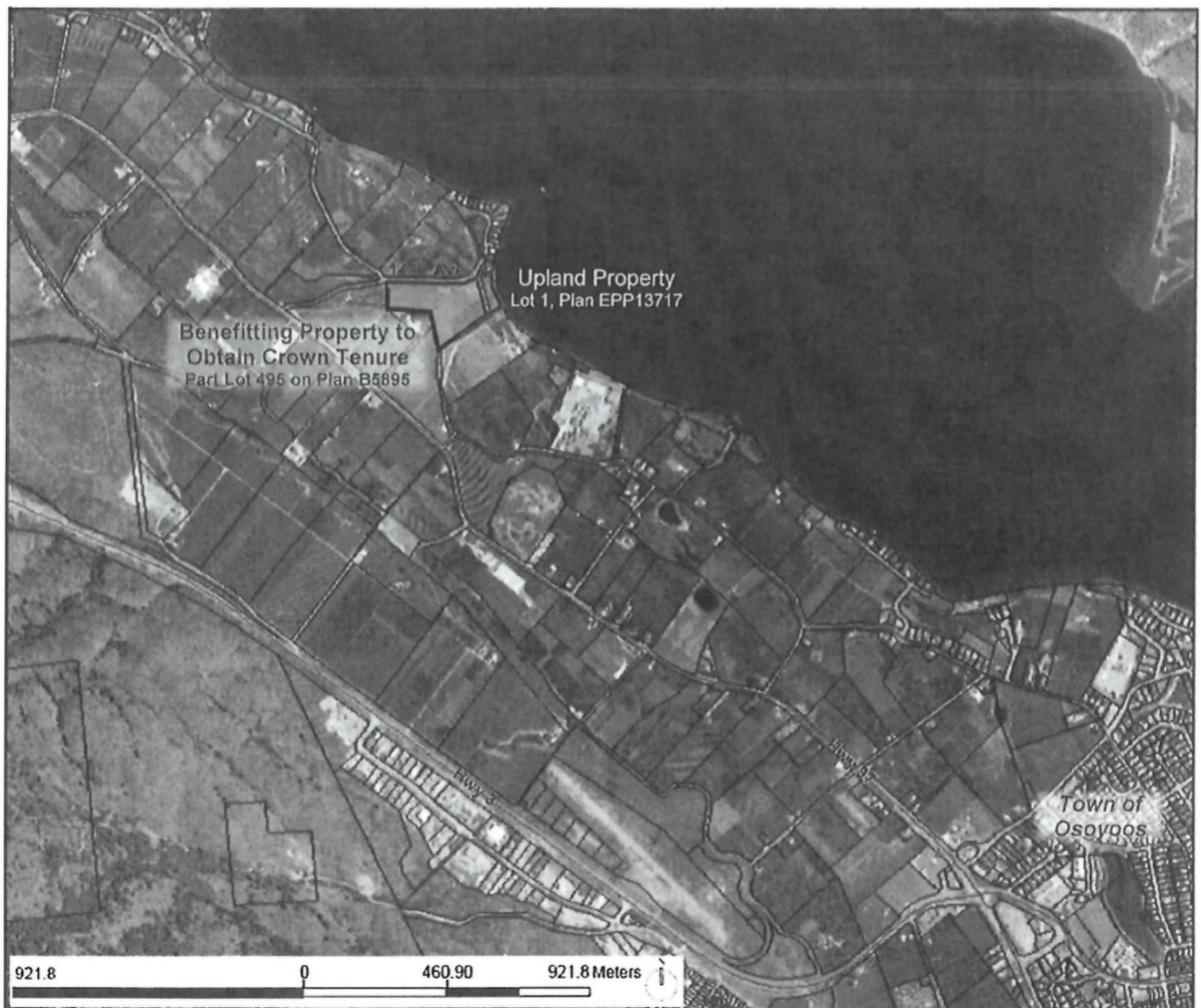




Illustration 3: Proposed Dock Dimensions and Details – Plan View



**From:** s.22  
**Sent:** Thursday, December 17, 2015 2:45 PM  
**To:** Meeks, Don FLNR:EX  
**Cc:** Johnson, Jerry FLNR:EX  
**Subject:** FW: Enotecca Winery Osoyoos Commercial Wharf Application #3412924  
**Attachments:** Management Plan.pdf

Hi Don,

I'm following up my voicemail this afternoon. I wonder if you might call me when convenient.

I've been talking with Jerry about the recently awarded foreshore licence on Osoyoos Lake, to Enotecca Winery, Application #341294. Jerry was kind enough to send a copy of the Management Plan, attached, and explain some of the thinking behind the approval.

I have spoken again with Jerry and he advises there is nothing he can do, the licence is issued. He suggested I speak with you.

Needless to say the approval came as a shock to the neighbours, many who have voiced objections and objected directly on the application, and the Regional District who feel helpless because they have no jurisdiction over the foreshore.

We would like to request your advice on how we might revisit the approval and overturn the issuance of the licence. We believe the proposed use is not compatible with existing uses, will cause impacts and safety issues for our properties.

We do not wish to take your valuable time but adjacent owners feel threatened by this un-condoned commercial use in a residential area. It is in our collective interest to resolve this quickly.

If you are unable to help, perhaps you could kindly advise who we might speak with in the Ministry that can, or the appropriate appeal process.

Thank you,

s.22



**From:** Johnson, Jerry FLNR:EX [<mailto:Jerry.Johnson@gov.bc.ca>]  
**Sent:** December 15, 2015 1:48 PM  
**To:** s.22  
**Subject:** RE: Enotecca Winery Osoyoos Commercial Wharf Application #3412924

s.22 as requested I have attached a copy of the management plan which limits the use of this dock. Also as mentioned the Licence of Occupation term was limited to 5 years, in most case cases we issue longer term licences, however, in this case due to concerns we reduced the term.

It should be noted that this application was referred the Regional District of Okanagan Similkameen for their comments on this proposed commercial dock and no comments were provided in regards to the proposed use.

If you have any further questions in regards to this matter please call or email me.

**Jerry Johnson**  
**Senior Land Officer**  
**Phone 250-828-4418**  
**Ministry of Forests, Lands and Natural Resource Operations**  
**441 Columbia Street, Kamloops, BC V2C 2T3**  
**Email: [Jerry.Johnson@gov.bc.ca](mailto:Jerry.Johnson@gov.bc.ca)**

---

**From:** s.22  
**Sent:** Tuesday, December 15, 2015 11:16 AM  
**To:** Johnson, Jerry FLNR:EX  
**Subject:** Enotecca Winery Osoyoos Commercial Wharf Application #3412924

Hi Jerry,

Thanks for your time today.

I'd like to request a copy of the management plan for the Commercial Wharf application by Enotecca Winery at Osoyoos Lake, File #3412924. We are neighbour 2 lots to the north on Osoyoos Lake.

We're concerned s.22, about safety and noise of a commercial wharf in a residential area that will include commercial based float plane traffic and all that will impose on the rest of us in a quiet residential bay.

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Thank you,

s.22

## Johnson, Jerry FLNR:EX

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**From:** Johnson, Jerry FLNR:EX  
**Sent:** Tuesday, December 15, 2015 1:48 PM  
**To:** s.22  
**Subject:** RE: Enotecca winery Osoyoos Commercial Wharf Application #3412924 OK  
**Attachments:** Management Plan.pdf s.22

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Phone 250-828-4418  
Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia Street, Kamloops, BC V2C 2T3  
Email: [Jerry.Johnson@gov.bc.ca](mailto:Jerry.Johnson@gov.bc.ca)

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Thank you,

s.22



Page 056 to/à Page 057

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s.17

Page 058

Withheld pursuant to/removed as

s.21;s.17

Page 059

Withheld pursuant to/removal as

s.17





Our File: 3412924

November 19, 2015

COPY

Enoteca Wineries and Resort Inc  
Inc. BC0702258  
305-1168 Hamilton St  
Vancouver BC V6B 2S2

Attention Sean Salem:

Enclosed is an originally executed copy of Licence Number 347703 covering all that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, Similkameen Division Yale District, Plan EPP13717, containing 0.045 hectares.

The Licence is issued in your name for a term of 5 years commencing September 15, 2015 for commercial wharf for adjacent winery purposes.

Attached is a copy of your Management Plan for your convenience.

Please ensure that this document is kept in a safe location, as it must be presented to this office for assignment, should the interest be transferred or sold.

Should you have any questions regarding this matter, please contact Baljit Sall at the telephone number or e-mail address listed below.

Yours truly,

Jill Hay  
Licensing Clerk

Attachment

pc: B.C. Assessment Authority, Kelowna  
Regional District of Okanagan-Similkameen  
Canadian Coast Guard, Attn: John Mackie



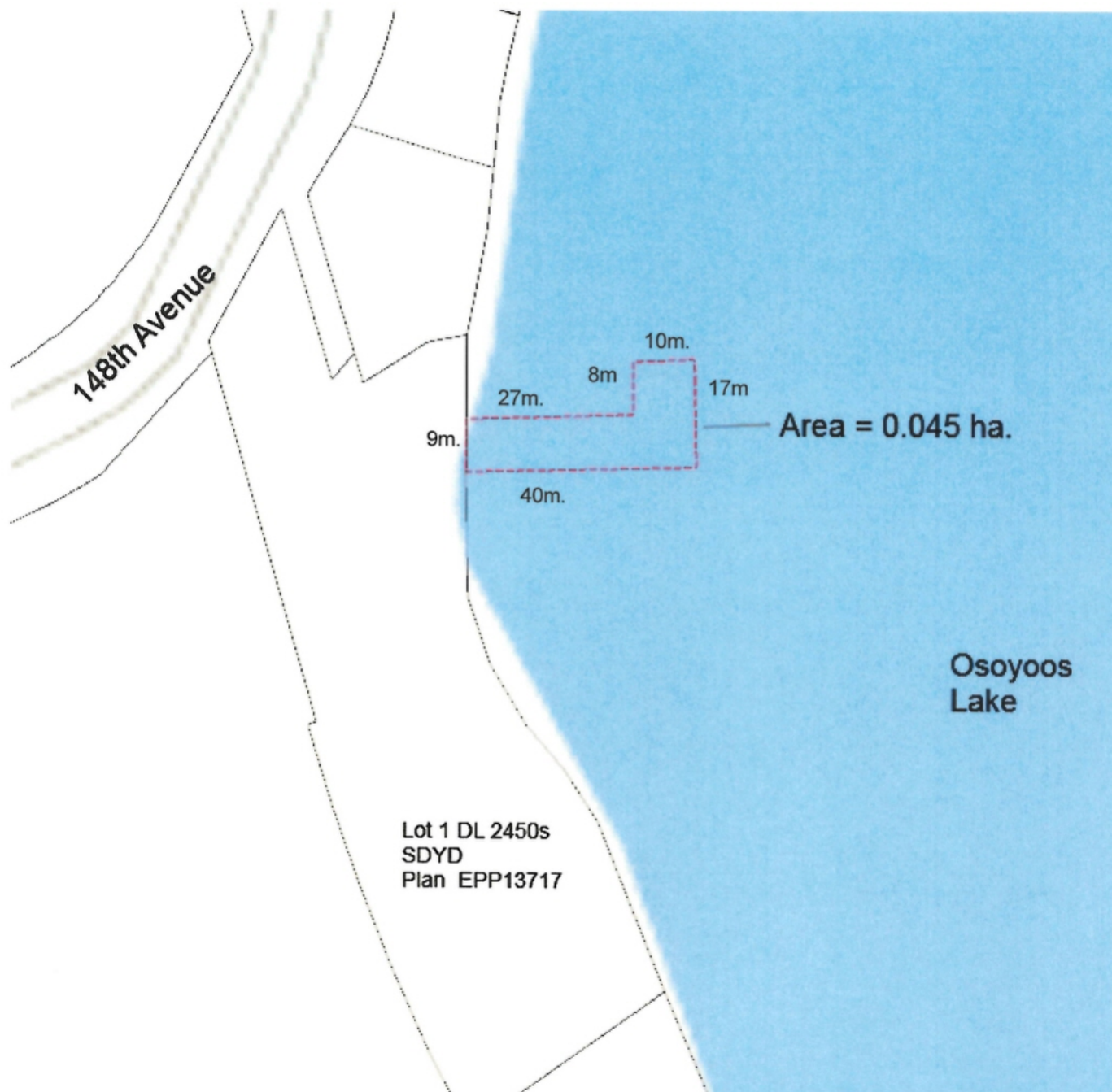
Licence of Occupation

## Legal Description Schedule

File No.: 3412924

Disposition No.: 917390

All that unsurveyed Crown foreshore being the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, SDYD, Plan EPP13717, containing 0.045 hectares, more or less.



Scale: 1:1,000

BCGS Mapsheet(s): 82E.003



Commercial-Commercial wharf

Page 1 of 1

3412924

**Sall, Baljit FLNR:EX**

---

**From:** Alyssa Ruthven <alyssa@enotecca.ca>  
**Sent:** Tuesday, November 17, 2015 11:22 AM  
**To:** Sall, Baljit FLNR:EX  
**Subject:** ~~RE: File: 3412921~~  
**Attachments:** COI for Her Majesty The Queen-Fillable.pdf

Hi Baljit,

We have just renewed our insurance for the year and attached is our revised certificate of insurance.  
Thank you

Alyssa Ruthven  
Accounting Assistant/ Office Manager  
Enotecca Wineries and Resorts Inc.  
305 - 1168 Hamilton Street  
Vancouver, BC V6B 2S2  
Office: 604-697-0988  
Fax: 604-685-7022

[www.levieuxpin.ca](http://www.levieuxpin.ca) [www.lastella.ca](http://www.lastella.ca)

---

**From:** Sall, Baljit FLNR:EX [<mailto:Baljit.Sall@gov.bc.ca>]  
**Sent:** Tuesday, November 10, 2015 12:22 PM  
**To:** Alyssa Ruthven  
**Subject:** RE: File: 3412921

Hi Alyssa:  
A cheque for the \$2,000.00 is great. (does not need to be a bank draft).  
I have a copy of the "acknowledgement of no interest paid on cash deposits"

Look forward to receiving the cheque, and I can move ahead with issuing the tenure.  
Thank you for your assistance.

Bal

Portfolio Administrator | Crown Land Adjudication  
Direct Tel: 250-828-4302

---

**From:** Alyssa Ruthven [<mailto:alyssa@enotecca.ca>]  
**Sent:** Tuesday, November 10, 2015 11:36 AM  
**To:** Sall, Baljit FLNR:EX  
**Subject:** RE: File: 3412921

Hi Baljit,

Thank you for your reply. I am couriering a 'bank draft' to you that you will receive on Thursday. We do not want to miss our completion date so thought this would be best.  
If there is anything else that needs to be done please let me know



Thank you

Alyssa Ruthven  
Accounting Assistant/ Office Manager  
Enoteca Wineries and Resorts Inc.  
305 - 1168 Hamilton Street  
Vancouver, BC V6B 2S2  
Office: 604-697-0988  
Fax: 604-685-7022

[www.levieuxpin.ca](http://www.levieuxpin.ca)   [www.lastella.ca](http://www.lastella.ca)

---

**From:** Sall, Baljit FLNR:EX [<mailto:Baljit.Sall@gov.bc.ca>]  
**Sent:** Tuesday, November 10, 2015 10:57 AM  
**To:** Alyssa Ruthven  
**Subject:** File: 3412921

Hi Alyssa:

Further to my telephone call, attached is the Letter of Credit info that was in the package.

Please have the Bank change the Province's address as:  
441 Columbia Street Kamloops BC V2C 2T3

Hi Alyssa here is a copy of the draft. Now what is required is that you provide this must complete the section that has an arrow beside it. "we the undersigned .....

The above note, the blank should be:

Her Majesty the Queen in Right of the Province of BC, as represented by the Minister of Finance

The Province does not sign the Letter of Credit.

I hope this clarifies things.

Regards,

Bal

---

**Ms. Baljit Sall | Portfolio Administrator | Crown Land Adjudication  
Ministry of Forests, Lands and Natural Resource Operations**

441 Columbia Street Kamloops BC V2C 2T3  
Direct Tel: 250-828-4302

---

**From:** BSALL [<mailto:Baljit.Sall@gov.bc.ca>]  
**Sent:** Friday, November 6, 2015 4:10 PM  
**To:** Sall, Baljit FLNR:EX  
**Subject:** Scan From MPS0702

Page 064 to/à Page 067

Withheld pursuant to/removed as

s.21

Page 068 to/à Page 069

Withheld pursuant to/removed as

s.17



# Alyssa Ruthven

---

**From:** Baur, Kelly [Kelly.Baur@CIBC.com]  
**Sent:** November-03-15 11:41 AM  
**To:** Alyssa Ruthven  
**Cc:** Jiwani, Irfhan  
**Subject:** Final steps for Letter of Credit to be issued.  
**Attachments:** 20151103113410324.pdf

**Importance:** High

Hi Alyssa here is a copy of the draft. Now what is required is that you provide this to the "Beneficiary" for review. They must complete the section that has an arrow beside it. "we the undersigned ..... Hereby demand payment of". This is required should they need to draw on the Letter of Credit our L/C dept. needs to know who has authority to instruct. It should not be individual names but position(s). Once they have provided you then please relay that and then have the "Authorized Signature" signed off by Saeedeh and return to me. We can then have the official Letter of Credit issued.

Kelly

To unsubscribe from future promotional email from your CIBC Advisor and CIBC, click [unsubscribe](#).

Page 071 to/à Page 072

Withheld pursuant to/removed as

s.21

# ENOTECCA

WINERIES AND RESORTS INC



#305 – 1168 Hamilton Street  
Vancouver, B.C. V6B 2S2

November 10, 2015

Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia St  
Kamloops BC V2C 2T3

To Baljit Sall:

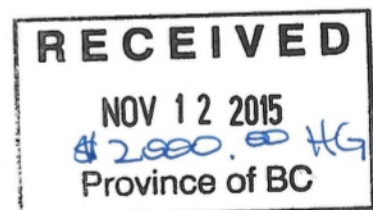
**Re: File 3412924 Application for a Tenure over Crown Land**

Please find enclosed our security deposit in the form of a bank draft payable to the Minister of Finance. We had previously sent a Letter of Credit but would like for you to disregard it as there were issues with it.

If you have any questions or need further information, please contact me as we do not want to miss our completion deadline.

Sincerely,

Alyssa Ruthven  
Accounting Assistant/ Office Manager  
alyssa@enotecca.ca  
604-697-0988





## **Sall, Baljit FLNR:EX**

---

**From:** Sall, Baljit FLNR:EX  
**Sent:** Tuesday, November 10, 2015 12:22 PM  
**To:** 'Alyssa Ruthven'  
**Subject:** RE: File: 3412921

Hi Alyssa:

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I have a copy of the "acknowledgement of no interest paid on cash deposits"

Look forward to receiving the cheque, and I can move ahead with issuing the tenure.  
Thank you for your assistance.

Bal

Portfolio Administrator | Crown Land Adjudication  
Direct Tel: 250-828-4302

---

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**Sent:** Tuesday, November 10, 2015 11:36 AM  
**To:** Sall, Baljit FLNR:EX  
**Subject:** RE: File: 3412921

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Thank you for your reply. I am couriering a 'bank draft' to you that you will receive on Thursday. We do not want to miss our completion date so thought this would be best.  
If there is anything else that needs to be done please let me know

Thank you

Alyssa Ruthven  
Accounting Assistant/ Office Manager  
Enotecca Wineries and Resorts Inc.  
305 - 1168 Hamilton Street  
Vancouver, BC V6B 2S2  
Office: 604-697-0988  
Fax: 604-685-7022

[www.levieuxpin.ca](http://www.levieuxpin.ca)   [www.lastella.ca](http://www.lastella.ca)

---

**From:** Sall, Baljit FLNR:EX [<mailto:Baljit.Sall@gov.bc.ca>]  
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**To:** Alyssa Ruthven  
**Subject:** File: 3412921

Hi Alyssa:

Further to my telephone call, attached is the Letter of Credit info that was in the package.

Please have the Bank change the Province's address as:

441 Columbia Street Kamloops BC V2C 2T3

Hi Alyssa here is a copy of the draft. Now what is required is that you provide this must complete the section that has an arrow beside it. "we the undersigned .....

The above note, the blank should be:

Her Majesty the Queen in Right of the Province of BC, as represented by the Minister of Finance

The Province does not sign the Letter of Credit.

I hope this clarifies things.

Regards,

Bal

---

**Ms. Baljit Sall | Portfolio Administrator | Crown Land Adjudication  
Ministry of Forests, Lands and Natural Resource Operations**

441 Columbia Street Kamloops BC V2C 2T3  
Direct Tel: 250-828-4302

---

**From:** BSALL [<mailto:Baljit.Sall@gov.bc.ca>]

**Sent:** Friday, November 6, 2015 4:10 PM

**To:** Sall, Baljit FLNR:EX

**Subject:** Scan From MPS0702



Ministry of Forests, Lands and  
Natural Resource Operations  
441 Columbia Street  
Kamloops, BC V2C 2T3

Telephone No: 250-828-4302  
Facsimile No: 250-828-4442

GST Registration No: R107864738

---

Your contact is: **Baljit Sall**

Our file: **3412924**

### **NOTICE OF FINAL REVIEW**

**September 9, 2015**

**ENOTECCA WINERIES AND RESORTS INC.**  
305-1168 Hamilton St  
Vancouver, BC V6B 2S2

Attention: **Sean Salem**

#### **Re: Your Application for a Tenure over Crown Land**

The review of your application for a **licence** for **commercial wharf for adjacent winery** purposes over:

**All that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, Similkameen Division Yale District, Plan EPP13717, containing 0.045 hectares, more or less**

(the "Land") has reached the stage where we anticipate making our final decision once the various matters described in this letter have been completed.

#### **1. Deadline for Completion of Requirements**

We ask that you complete the requirements described below by **November 16, 2015**.

Please complete the Response to Notice of Final Review page attached, indicating whether you will **or** will not proceed with the application and sign and return that page to us for our records.

#### **2. Requirements**

##### **Signing and Return of Tenure Documents**

- 2 -

You must sign and deliver to us **two** copies of the **licence** document which are enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

### Monies Payable

You must deliver to us the following amounts:

Annual Licence Fee	*\$ 1,000.00
GST Total	\$ 50.00
<b>Total Fees Payable</b>	<b>\$ 1,050.00</b> ✓

\* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to **441 Columbia Street Kamloops, BC V2C 2T3**. Please quote our file number when sending us your payment.

If we disallow your application and do not grant a Crown land tenure to you, the **Licence Fee** and associated GST payment made by you as set out in section 2 will be returned to you.

### Insurance

You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the **licence**. A sample certificate is enclosed. ✓

### Management Plan

You must sign, date and return the attached authorized Management Plan that specifies the Improvements. This Management Plan will be held on file by us, a copy of it will be returned for your records. Any future alterations or additions to the Improvements will require our prior written consent. ✓

## **3. Process following completion of Requirements**

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including,



if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the **licence** to you we will sign and return one copy of the **licence** to you.

#### **4. Acknowledgments of the Applicant**

You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the **licence** to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
  - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
  - (ii) the terms and conditions set out in this Letter, and
  - (iii) the terms and conditions of, and your rights and obligations that will arise under, the **licence**.
- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the **licence** to us that will constitute your offer to us to enter into the **licence**.

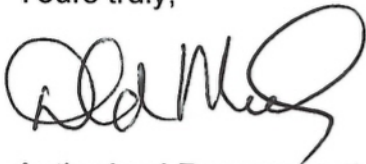
#### **Freedom of Information**

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under Freedom of Information and Protection of Privacy legislation.

**For your Information**

- A watercourse Development Permit will be required from the Regional District of Okanagan Similkameen if development is proposed to occur within the defined 30 meter Riparian Assessment Area
- Attached is the Section 9 *Water Act* approval letter with terms and conditions.

Yours truly,

A handwritten signature in black ink, appearing to read 'Brad Elenko', written in a cursive style.

Authorized Representative

cc: McElhanney Consulting (Attn: Brad Elenko) Box 313 Osoyoos BC V0H 1V0

**Response to Notice of Final Review**

File No. 3412924

Ministry of Forests, Lands and Natural Resource Operations  
441 Columbia Street  
Kamloops, BC V2C 2T3

Dear Baljit Sall:

**Re: Application for licence**

- ☐ I/We wish to proceed to obtain a licence in accordance with the letter dated September 9, 2015 from the Ministry of Forests, Lands and Natural Resource Operations and enclose all copies of the licence which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a licence in accordance with the letter dated September 9, 2015 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_.

---

Applicant's signature/Applicant's  
representative's signature

---

Applicant's signature/Applicant's  
representative's signature

---

Print name of person signing

---

Print name of person signing

Licence No.:

File No.: 3412924

Disposition No.: 917390

THIS AGREEMENT is dated for reference **September 15, 2015** and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

**ENOTECCA WINERIES AND RESORTS INC.**  
Inc. BC0702258  
305-1168 Hamilton St  
Vancouver, BC V6B 2S2

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

**"Agreement"** means this licence of occupation;

**"Commencement Date"** means **September 15, 2015**;

**"disposition"** has the meaning given to it in the *Land Act* and includes a licence of occupation;

**"Fees"** means the fees set out in Article 3;

**"Hazardous Substances"** means any substance which is hazardous to persons, property or the environment, including without limitation



- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

**“Improvements”** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

**“Land”** means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

**“Management Plan”** means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Security”** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.



## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for commercial wharf for adjacent winery purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 5th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

## ARTICLE 3 - FEES

- 3.1 You will pay to us Fees of \$1,000.00, payable in advance on the Commencement Date and on each anniversary of the Commencement Date.
- 3.2 You acknowledge that we may, on written notice to you and in our sole discretion, change the Fees payable by you under this Agreement.

## ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any

government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

- (ii) the provisions of this Agreement;
  - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
  - (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
  - (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
  - (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
    - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
    - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;
- and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
  - (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the



steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

- (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (l) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
  - (i) any breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
  - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (o) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority



from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

**ARTICLE 5 - LIMITATIONS****5.1 You agree with us that**

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (h) you will not moor or secure any boat or structure to the Improvements or on any part of



the Land for use as a live-aboard facility, whether permanent or temporary;

- (i) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (j) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (l) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(o)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(o)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(o)(iii); and
- (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$2,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to

us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
  - (i) Commercial General Liability insurance in an amount of not less than ~~\$2,000,000.00~~ inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified



copies of the required insurance policies.

- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
  - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,



- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
  - (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

## ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

## ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS  
441 Columbia Street  
Kamloops, BC V2C 2T3;

to you

ENOTECCA WINERIES AND RESORTS INC.  
305-1168 Hamilton St  
Vancouver, BC V6B 2S2;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your



reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
  - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
  - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
  - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
  - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
  - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act* or any regulations made under that act;

- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

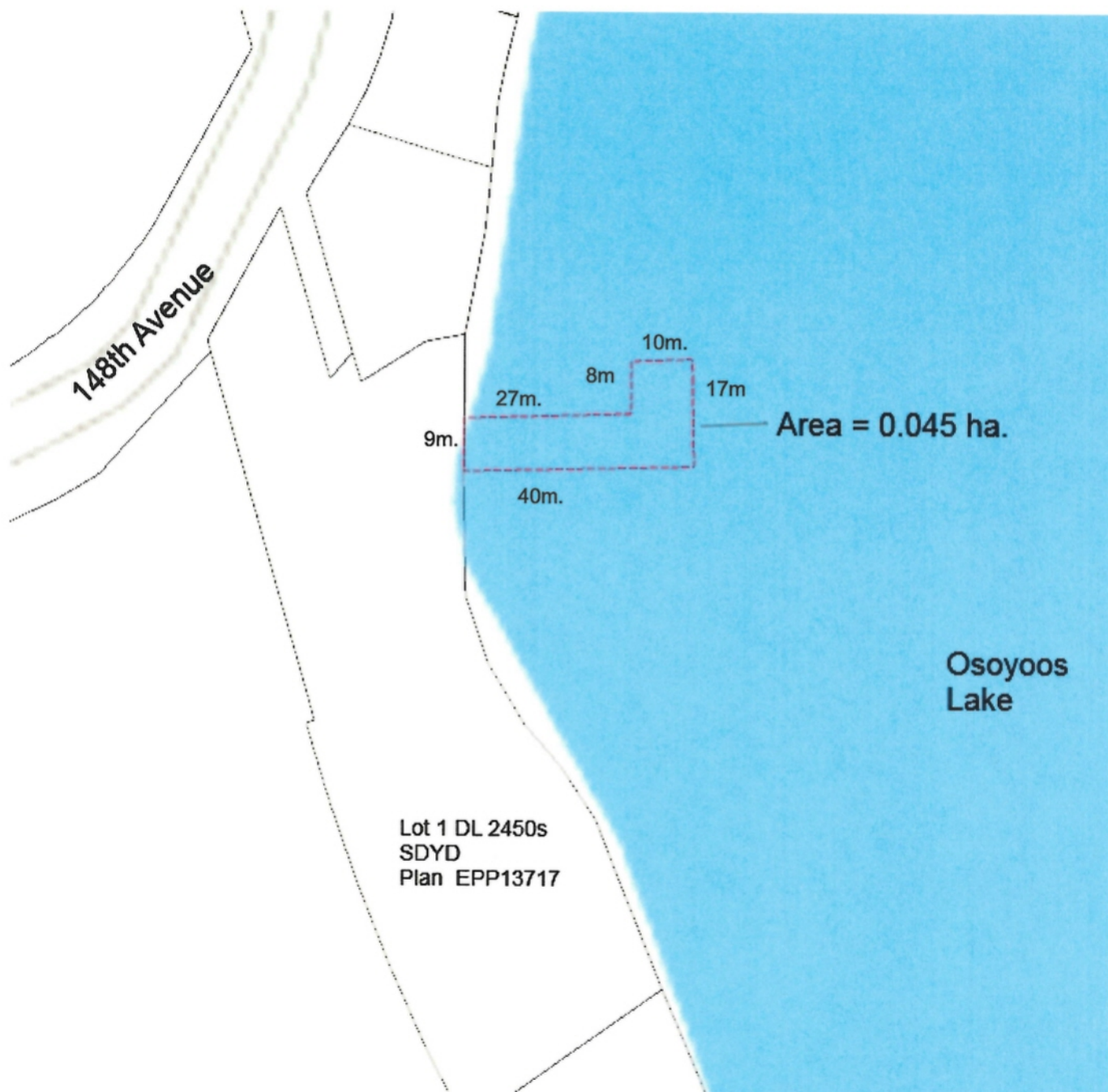
SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

\_\_\_\_\_  
Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of **ENOTECCA WINERIES AND RESORTS INC.**  
by a duly authorized signatory

\_\_\_\_\_  
Authorized Signatory

All that unsurveyed Crown foreshore being the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, SDYD, Plan EPP13717, containing 0.045 hectares, more or less.



Scale: 1:1,000

BCGS Mapsheet(s): 82E.003



Commercial-Commercial wharf

Page 1 of 1



 **BC**

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 **BC Registry Services**

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You are currently logged in as:

**s.17**

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Corporate Summary

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Corporate Information Free  
Corporate Details and documents \$7

Date and Time of Search: **September 03, 2015 11:40 AM Pacific Time**  
Currency Date: **August 13, 2015**  
Paper filings received at the Corporate Registry after the currency date may not have been filed.

**Active**

Number: **s.17**  
Name: **ENOTECCA WINERIES AND RESORTS INC.**  
Type: **BC Company**  
Business Number: **s.17**

There is a \$7 charge to view any or all electronic documents listed below including the Corporate Summary.  
Documents that are available on paper only may be accessed at the Corporate Registry for a fee.

**Proceed to Payment**

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[Click here to view the information package](#)

Report Id: C101

File # Entered: 3412924

Document # Entered:

Land and Water British Columbia Inc

Customer Inquiry Report

Run Date : SEP-02-2015

Run Time : 03:48:59 PM

Page : 1 of 1

Financial Data: Updated: JAN-01-2020

Tenure Data Last Updated: JAN-01-2020

Type: LICENCE

Stage: APPLICATION

File Number: 3412924

SubType: LICENCE OF OCCUPATION

Status: ALLOWED

Purpose: COMMERCIAL

Commencement:

Document Number:

SubPurpose: COMMERCIAL WHARF

Expiry:

IP Number: 272527

Next Review:

Disposition ID: 917390

Location: OSOYOOS LAKE

Legal Desc: All that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, Similkameen Divis

Client Name: ENOTECCA WINERIES AND RESORTS | Royalty Rate:

Gross Percent:

Telephone: 604 6885166

Royalty Unit:

Client File:

Area Ha: .045

Land Value: 13,333.33

Rent Amt: 1,000.00

Prepaid Amt:

Determined By: Estimated

Mgmt Fee:

Security Amt: 0.00 0.00 0.00

Regional Office: Southern Interior Region - Kamloops

Security Type:

Regional Office Phone #: 250 828-4095

Notes: NO

Total Balance Owing: \$0.00

Due Date	Invoice Number	Class	Item Description	Item Amount	Payment/ Adjustment Date	Payment(s)	Invoice Balance
OCT-08-2014	218922	INVOICE	AF3 Application Fee - Reg 3	250.00	OCT-21-2014	262.50	0.00
		INVOICE	Tax	12.50			



## REASONS FOR DECISION

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August 13, 2015

**FILE NUMBER:** 3412924

**APPLICANT:** ENOTECCA WINERIES AND RESORTS INC.

**BACKGROUND:**

This is an application to obtain a Licence of Occupation for commercial wharf for a winery located at 5901 Main Street, Osoyoos.

**DECISION:** APPROVED

**REASONS FOR DECISION:**

No significant impacts on the environment and aboriginal rights are anticipated. The approval contains the usual conditions for environmental protection of the Crown Land as required by the Ecosystems section of the Ministry of Forests, Lands and Natural Resource Operations.

For More Information Contact:

Don Meeks  
Manager, Land Authorizations  
AuthorizingAgency.Kamloops@gov.bc.ca

posted Bal.  
Jan 6, 2016.

For more information see our website at  
[http://www.agf.gov.bc.ca/clad/tenure\\_programs/index.html](http://www.agf.gov.bc.ca/clad/tenure_programs/index.html) (Click Current Land Applications)





## LAND USE REPORT

SI - LAND MGMNT - SOUTHERN SERVICE REGION

<b>File:</b>	3412924	<b>Inspected Date:</b>	N/A
<b>Reported By:</b>	Jerry Johnson	<b>Report Date:</b>	August 13, 2015
<b>Phone Number:</b>	250 828-4418	<b>Complexity Level:</b>	2
<b>Applicant:</b>	Enoteca Wineries and Resorts Inc.		

**Decision:** The application is allowed.

<b>Application Type:</b>	License of Occupation	<b>LMM Policy:</b>	Commercial
<b>Purpose:</b>	Commercial	<b>Sub-Purpose:</b>	Commercial wharf
<b>Type:</b>	License of Occupation	<b>Sub-Type:</b>	
<b>Commencement Date:</b>	To be determined by portfolio administrator	<b>Term:</b>	5 years
<b>Purpose Statement:</b>	Commercial wharf for a winery		

<b>BCGS Map Sheet:</b>	82E.003
<b>Air Photo No.:</b>	N/A
<b>Application Area:</b>	0.45 Ha. <i>0.045 ha. JJ</i>
<b>Recommended Area:</b>	0.45 Ha. <i>0.045 ha. JJ</i>
<b>Location:</b>	Osoyoos Lake- 5901 Main Street, Osoyoos

<b>Legal Description:</b>	All that unsurveyed Crown foreshore being the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, Similkameen Division of Yale District, Plan EPP13717, containing 0.45 hectares more or less.
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<b>Background:</b>	
<u>Why site is required</u>	<ul style="list-style-type: none"><li>The purpose of the Project is to install a commercial wharf for La Stella Winery to provide water access to allow patrons of the winery use of the dock for temporary boat moorage.</li><li>The upland property is in the process of being subdivided to create residential lots and lake access for La Stella Winery.</li></ul>

### Proposed development:

The proposed commercial moorage dock will be in a "L" configuration and will contain a 3 meter wide supported walkway which will lead to a 3 meter wide floating walkway which will be connected to a 6 meter by 9 meter end portion. The dock will be a total of 30 meters in length from the shoreline.

The application indicates that the walkway from the beach to the dock will not impede the ability of the public to walk along the foreshore, as a short stairway will be provided from the beach on both sides of the dock.

### Referral Agencies/ Analysis:

A thorough search for referral responses was conducted which included a review of email accounts, Decoy drive, mail inbox's, Applications and Reasons for Decision website, E-Referrals, and file room.

**Advertising and Staking Requirements**

- Advertising was completed in the Osoyoos Times on October 15, 2014 and October 22, 2014
- Staking – completed October 14, 2014.

**Studies completed**

An Environmental Impact Assessment was completed on February 2014 by Aarde Environmental Ltd on this application area. It indicates the proposed dock will not cause serious harm to fish.

**Public Comments as a result of advertising:**

Emails were received from 11 neighbours who have concerns about noise from late night weddings and float plane use on this proposed commercial dock.

Note: The applicant's consultant (Brad Elenko, McElhanney) has provided some suggested the following language be included in the Management Plan:

- No parties, private gatherings or functions hosted by La Stella Winery that generate loud noise shall occur on the dock by visitors or guests after 10 pm.

**Referrals**

- Referrals correspondence sent October 31, 2014.

**Referral Comments****RDOS:**

- It should be noted that the upland property owned by Triple S Investments and the property owned by Enotecca Winery Resorts (Benefiting Property) are separate legal entities. Should the wharf be approved consideration should be given to requiring the consolidation of the properties to avoid future ownership and access rights issues.
- a watercourse Development Permit will be required if development is proposed to occur within the defined 30 meter Riparian Assessment Area.

**Ecosystems:**

- unsigned response from Brian Robertson has been put in Tappet along with accepted drawings, terms and conditions. Please advise Cathy Lacey when we require a signed letter.

**First Nation responses:**

PIB who indicated no action at this time.

Osoyoos Indian Band- requested a processing fee of \$500 for this referral. A letter was sent to them on November 28, 2014 advising we are not in a position to accede to your request for payment. We also requested any information regarding the scope and nature of their aboriginal interests within this application area and how their interests may be impacted by this decision. No further response was received.

Note: The attached CRTS report indicates this application is a low risk, therefore, we will be approving this application.

**Clearance and Other Conflicts:**

- No Land Act tenure Conflicts

**Rental:**

Since this proposed commercial dock is only used for temporary moorage for patrons of the winery the rental should be \$1,000/year, this is similar to rental charged for several other commercial docks used for restaurants and hotels along lakes.

**Recommendations:**

I recommend issuing a License of Occupation for commercial wharf purposes over that area outlined in red on the attached sketch, and as per the following terms and conditions:

- A tenure area of 0.45 hectares more or less.
- A term of 5 years.
- A first year rental of \$1,000.00
- Security deposit of \$2,000.00
- Insurance: Standard Liability Insurance – wording and amount as per policy.
- Attached Management Plan

**Information included in Offer Letter**

- A watercourse Development Permit will be required from the Regional District of Okanagan Similkameen if development is proposed to occur within the defined 30 meter Riparian Assessment Area.
- Attached Section 9 Water Act approval letter with terms and conditions.

Report completed by: [Signature]

Date AUG. 13, 2015

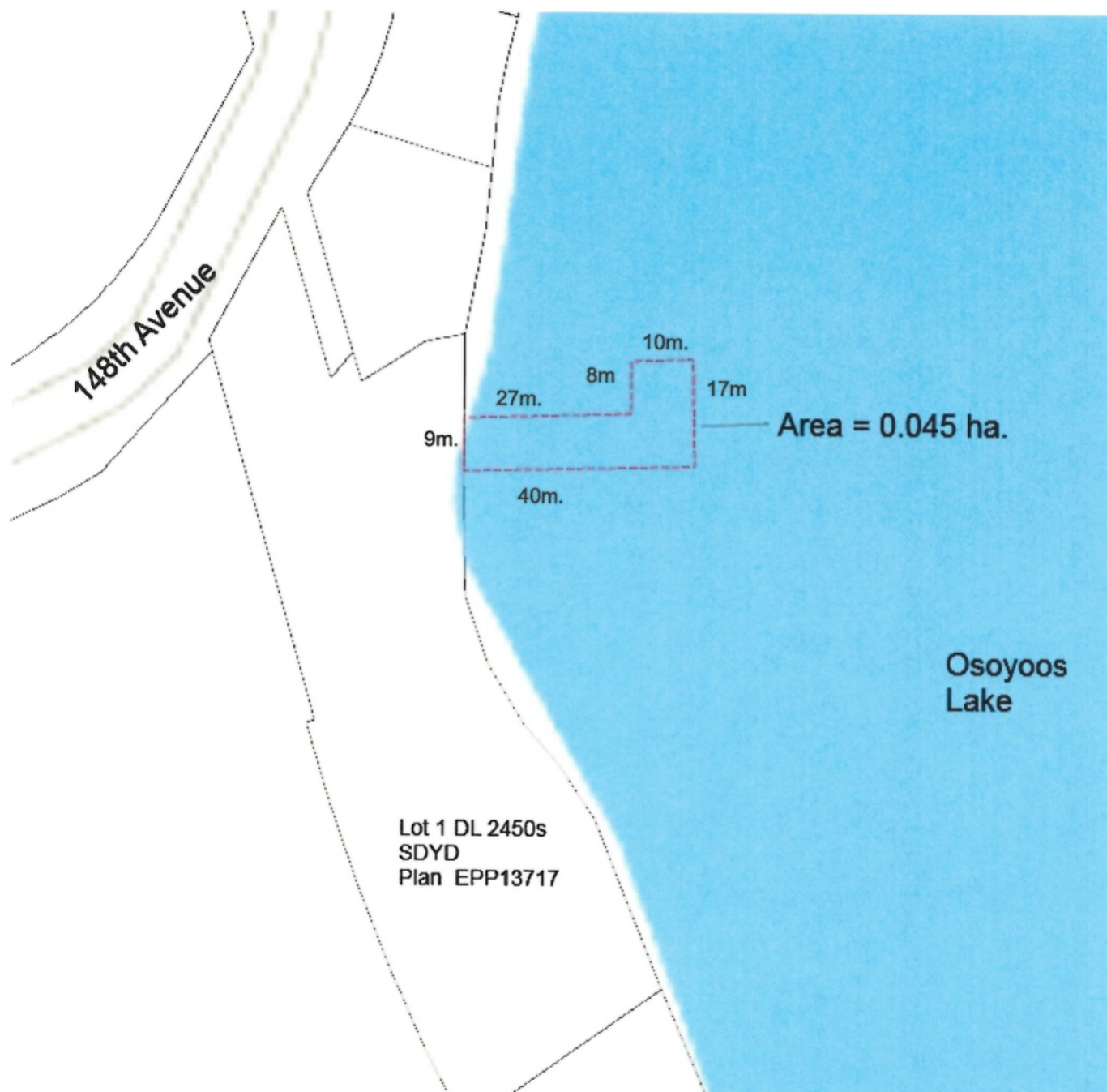
Approved by: [Signature]

Date AUG 13, 2015

PA - NOTE APPLICANT IS NOT OWNER OF UPWARD PROPERTY BUT HAS  
WRITTEN CONSENT FOR DOCK.



All that unsurveyed Crown foreshore being the bed of Osoyoos Lake and fronting on Lot 1, District Lot 2450s, SDYD, Plan EPP13717, containing 0.045 hectares, more or less.



Scale: 1:1,000

BCGS Mapsheet(s): 82E.003



Commercial-Commercial wharf

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