

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1046

A Bylaw to Amend the Subdivision and Development Servicing Bylaw No. 704, 1996.

WHEREAS the Regional Board of the Regional District of Central Okanagan deems it necessary to amend the Regional District of Central Okanagan Subdivision and Development Servicing Bylaw No. 704, 1996, as amended by Bylaw Nos. 810, 898, 930, and 940, under the provisions of the Local Government Act.

NOW THEREFORE THE REGIONAL BOARD OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. The Regional District hereby amends the Regional District of Central Okanagan Subdivision and Development Servicing Bylaw No. 704, 1996, as amended by Bylaw Nos. 810, 898, 930 and 940, as defined by SCHEDULE "A" attached hereto and forming part of the Bylaw.
2. This bylaw may be cited as the "Regional District of Central Okanagan Subdivision and Development Servicing Amendment Bylaw No. 1046, 2003".

READ A FIRST TIME THIS 8th DAY OF December 2003.

READ A SECOND TIME THIS 8th DAY OF December 2003.

READ A THIRD TIME THIS 8th DAY OF December 2003.

RECONSIDERED AND ADOPTED THIS 8th DAY OF December 2003.



CHAIRPERSON



DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1046 cited as the "Regional District of Central Okanagan Subdivision and Development Servicing Amendment Bylaw No. 1046, 2003", as read a third time, reconsidered and adopted by the Regional Board on the 8th day of December, 2003.

Dated at Kelowna, B.C. this
10th day of December 2003



DIRECTOR OF CORPORATE SERVICES

SCHEDULE "A"

1) SECTION 3 – GENERAL REQUIREMENTS

3.09 Statutory Rights of Way

To amend section 3.09 to include at the beginning:

"The *Regional District* may require the *Owner* to grant statutory rights of way."

and, to delete paragraph 3 in it's entirety and replace with:

"Where the *Owner* is required to grant rights of way to the *Regional District*, the *Owner* must register the rights of way in Land Title Office using the Standard Charge Terms, Filing Number ST030105, as contained in Schedule A.2 of this bylaw. Any modifications to the Standard Charge Terms are subject to the approval of the *Regional District Engineer*."

2) SECTION 5 – QUALITY ASSURANCE

5.03 As-Constructed Drawings

To delete section 5.03 in its entirety and replace with:

"Prior to issuance of a Certificate of Total Performance by the Regional District Engineer, the Applicant must deposit with the Regional District a complete set of as-constructed drawings in each of the following formats;

- (a) full size mylar originals,
- (b) electronic copy in a format compatible with AutoCAD release 2002,
- (c) electronic copy in PDF format,
- (d) full size blue print copy, and
- (e) 11x17 reduced copy

The drawings are to be prepared in accordance with the provisions set out in Schedule D.1 of this bylaw.

All mylar drawings required by this bylaw for *works* must be prepared, certified and sealed by the *Owner's Engineer*."

3) SCHEDULE "A.2" – STATUTORY RIGHT OF WAY

To delete the title "SCHEDULE "A.2" – STATUTORY RIGHT OF WAY" and replace with the title "SCHEDULE "A.2" – STANDARD CHARGE TERMS".

To delete SCHEDULE "A.2" – STATUTORY RIGHT OF WAY in its entirety and replace with APPENDIX "A" attached hereto and forming part of this bylaw.

4) SCHEDULE "A.6" – LATECOMER AGREEMENT

To delete SCHEDULE "A.6" – LATECOMER AGREEMENT in its entirety and replace with APPENDIX "B" attached hereto and forming part of this bylaw.

**5) SCHEDULE "C.2" – SERVICING REQUIREMENTS
SECTION 1 – MINIMUM PARCEL AREA AND MINIMUM FRONTAGE**

To delete SECTION 1 – MINIMUM PARCEL AREA AND MINIMUM FRONTAGE in its entirety and replace with APPENDIX "C" attached hereto and forming part of this bylaw.

**6) SCHEDULE "C.5" – DESIGN AND CONSTRUCTION OF WATER SYSTEMS
SECTION 3 – WATER SOURCE
3.01 Requirements for Wells**

To amend section 3.01 by deleting paragraph 3 in its entirety and replacing it with:

"All quantity and quality testing must be verified by an *engineer* specializing in groundwater hydrology. Where such verification is older than 12 months at the date of application it shall be re-tested and verified by an engineer specializing in groundwater hydrology"

**7) SCHEDULE "C.6" – SANITARY SEWER
SECTION 2 – DESIGN CRITERIA
2.06 Service Connections**

To amend section 2.06 by deleting paragraph 8 in its entirety and replacing it with:

"Inspection chambers are required for all connections, including manhole connections, and shall be installed in accordance with Standard Drawing 408."

Regional District of Central Okanagan Subdivision and Development Servicing
Amendment Bylaw No. 1046, 2003

APPENDIX "A"

SCHEDULE "A.2" – STANDARD CHARGE TERMS

Filed by: Regional District of Central Okanagan
Filing Date: August 25, 2003
Filing No. ST030105

BACKGROUND:

- A. The *Regional District* requires that the *Owner* grant a statutory right of way for certain rights on, over and under the *Lands*.
- B. The *Owner* has agreed to grant to the *Regional District* a statutory right of way in respect of the *Lands*.
- C. The statutory right of way is necessary for the operation and maintenance of the undertaking of the *Regional District*.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this *Agreement* and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

INTERPRETATION

1.1 In this *Agreement*:

"Agreement" means the *General Instrument - Part 1* and these Standard Charge Terms;

"General Instrument - Part 1" means Part 1 of the General Instrument as prescribed by the Land Title (Transfer Forms) Regulation, as amended or replaced;

"Lands" means the land described in Item 2 of the *General Instrument - Part 1*;

"Owner" means the party named in Item 5 of the *General Instrument - Part 1* as the Transferor;

"Regional District" means the Regional District of Central Okanagan named in Item 6 of the *General Instrument - Part 1* as the Transferee;

"Right of Way Area" means the area identified in Item 7 of the *General Instrument - Part 1*;

“Works” means one or more systems of sanitary sewer, storm sewer, water distribution, overland drainage or other public utility works, including all above and below ground infrastructure and appurtenances necessary for the operation and maintenance of the undertaking of the *Regional District*.

GRANT OF STATUTORY RIGHT OF WAY

2.1 The *Owner* grants in perpetuity to the *Regional District* a statutory right of way:

- (a) to enter over, on, in and under the *Right of Way Area* to:
 - (i) conduct surveys and examinations;
 - (ii) dig up, remove and replace soil;
 - (iii) construct and install the *Works*;
 - (iv) operate, maintain, clean, alter, relocate, inspect, repair and replace the *Works*;
- (b) to enter, pass and repass over the *Lands*;
- (c) to make reasonable ancillary use of the *Lands* in connection with the *Works*;
- (d) to bring on to the *Lands* all materials and equipment the *Regional District* requires in connection with the *Works*;
- (e) to clear the *Right of Way Area* of anything which constitutes or may constitute an obstruction to the use of, or access to the *Right of Way Area* or to the *Works*;
- (f) to do all things necessary or incidental to the undertaking of the *Regional District* in connection with the *Works*.

COVENANTS OF THE REGIONAL DISTRICT

3.1 The *Regional District* shall:

- (a) use the *Right of Way Area* and carry out the construction and maintenance of the *Works* in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the *Owner*, the *Lands* or any improvements on the *Lands*;

- (b) exercise care not to damage the *Lands* or any improvements on the *Lands* and if the *Regional District* should cause any such damage, restore such damaged *Lands* or improvements thereon, as close to their pre-damaged condition as is reasonably practical, except that any obstruction cleared from the Right of Way Area pursuant to paragraph 2.1.(e) shall not be replaced.

COVENANTS OF THE OWNER

4.1 The *Owner* shall:

- (a) not do or permit to be done any act or thing which might interfere with, injure or impair the operating efficiency of the *Works*;
- (b) not allow any building, structure, material, or other obstruction of any kind in, on, over, or protruding over the *Right of Way Area*;
- (c) not place any soil cover on to the *Right of Way Area* so as to block access to the *Works*;
- (d) not reduce or increase the depth of soil cover over the *Works* without the consent in writing of the *Regional District* which consent shall not be unreasonably withheld;
- (e) not conduct any blasting on or adjacent to the *Right of Way Area* without the consent in writing of the *Regional District* which consent shall not be unreasonably withheld.

GENERAL

- 5.1 The *Works* shall at all times remain the property of the *Regional District* and shall not be considered to form part of the *Lands* notwithstanding any law to the contrary. The *Regional District* may at any time remove or abandon all or part of the *Works* without obligation or affecting the rights granted to the *Regional District* pursuant to this *Agreement*.
- 5.2 The *Regional District* may grant licenses to others to exercise the specific rights granted to the *Regional District* under this *Agreement*.
- 5.3 This *Agreement* shall be registered at the Land Title Office as a charge on the *Lands* in priority over all financial charges.
- 5.4 This *Agreement* runs with the *Lands*.
- 5.5 This *Agreement* shall not prevent the *Regional District* from performing any of its functions authorized under any enactment, law, bylaw, resolution, document or other source of authority.

- 5.6 An *Owner* of the *Lands* is not liable for the breach of a covenant in this *Agreement* occurring after that party has ceased to be an *Owner* of the *Lands*.
- 5.7 If any section, subsection, sentence, clause or phrase in this *Agreement* is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the *Agreement*.
- 5.8 The *Regional District* shall indemnify and save harmless the *Owner* against all liabilities, actions, damages and claims caused by the exercise by the *Regional District* of the rights granted under this *Agreement*.
- 5.9 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties acknowledge that this *Agreement* has been duly executed and delivered by the parties executing *General Instrument - Part 1* attached to and forming part of this *Agreement*.

END OF SET

**Regional District of Central Okanagan Subdivision and Development Servicing
Amendment Bylaw No. 1046, 2003**

APPENDIX "B"

SCHEDULE "A.6" – LATECOMER AGREEMENT

THIS AGREEMENT made the day of , 20 .

BETWEEN:

(hereinafter referred to as the "*Owner*")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district duly incorporated pursuant to the provisions of the Local Government Act of the Province of British Columbia, with its office at 1450 K.L.O. Road, Kelowna, British Columbia, V1W 3Z4.

(hereinafter referred to as the "*Regional District*")

OF THE SECOND PART

WHEREAS the *Owner* is the owner within the meaning of the Local Government Act, R.C.B.C. 1996, c. 323, and proposes to subdivide or develop certain lands and premises located within the Regional District of Central Okanagan, Province of British Columbia and legally described as:

(hereinafter referred to as the "*Lands*")

AND WHEREAS the *Regional District* has required and the *Owner* has agreed to provide certain excess or extended services as defined in Section 939 of the Local Government Act (hereinafter called the "*Excess or Extended Services*") in connection with the proposed *subdivision* or *development* of the *Lands*;

AND WHEREAS the *Excess or Extended Services* may serve land other than the *Lands* being *subdivided* or *developed*;

AND WHEREAS the *Regional District* considers the costs to provide the *Excess or Extended Services* in whole or in part to be excessive and accordingly has required the *Owner* to pay for and provide the *Excess or Extended Services*;

AND WHEREAS the *Owner* has paid (**insert capital costs**) as the capital cost of the *Excess or Extended Services*;

AND WHEREAS it is the intent of the *Regional District* to make every effort to provide for the collection of a share of the costs of the required *Excess or Extended Services* from the owner of all new *subdivisions* and *developments* (hereinafter referred to as the "*Latecomer*") that may connect to or use the *Excess or Extended Services* and provide for the repayment of these monies to the *Owner*;

AND WHEREAS this agreement is made pursuant to Section 939 of the *Local Government Act*.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed between the parties hereto as follows:

1. In this Agreement, unless the context otherwise requires, all words and expressions must have the same meaning assigned to them as like word or expressions contained in the Interpretation Section of the Subdivision and Development Servicing Bylaw of the Regional District.
2. The *Regional District* shall:
 - a) determine the proportion of the costs of providing the services that it considers constitutes the *Excess or Extended Services*;
 - b) determine which part of the *Excess or Extended Services* that it considers will benefit each of the *parcels* of land that will be served by the *Excess or Extended Services*;
 - c) impose as a condition of an owner connecting to or using the *Excess or Extended Services*, a charge related to the benefit determined under Section 2 (b) of this agreement (hereinafter referred to as the "*Latecomer Charge*").

3. Residential latecomer:

The parties agree that the *Latecomer Charge* for each residential dwelling unit that will be served by the *Excess or Extended Services* shall be determined as follows:

$$A/C + B$$

Non Residential latecomer:

The parties agree that the *Latecomer Charge* for lands *developed* for uses other than residential that will be served by the *Excess or Extended Services* shall be determined as follows:

$$((A/C + B)*D) / 1200$$

4. For the purposes of Section 3 above, the parties hereto agree that:

- (i) "A" equals (****insert total costs****) which is the (****insert capital costs****) paid by the *Owner* as his capital cost contribution to the *Excess or Extended Services* plus a 3% administration fee of (****insert administration fee****) payable to the *Regional District*;
- (ii) "B" shall mean interest on the sum equal to (A divided by C) at a rate equal to the Prime Interest Rate of the Royal Bank Of Canada plus three percent (3%) calculated from the date of *substantial performance* to the date of connection to the benefiting *parcel*. The date of *substantial performance* (hereinafter referred to as "*Substantial Performance*") shall be as certified in writing by the *Owner's Engineer* and attached hereto as Appendix "A" and forming part of this agreement.

The term "Prime Interest Rate" herein shall be defined as meaning the annual rate of interest announced from time to time by the Royal Bank of Canada as a reference rate then in effect for determining interest rates of Canadian Dollar personal loans in Canada as of the 1st day of January and the 1st day of July in each year. In the event that it may be necessary at any time for the Royal Bank of Canada to prove its Prime Interest Rate applicable as at any time or times, a certificate in writing of the manager for the time being of the Main branch of the Royal Bank of Canada in Kelowna, British Columbia setting forth the said Royal Bank of Canada's Prime Interest Rate as at an time of times shall be conclusive evidence as to the Royal Bank of Canada's Prime Interest Rate as in the said certificate set forth;

- (iii) "C" shall be the figure (****insert # of parcels****) being the total number of *parcels* the *Regional District* calculates will benefit from connection to the *Excess or Extended Services* within the term of this Agreement;

- (iv) "D" shall be defined as meaning the projected daily sewerage flow (in litres) as calculated by the *Owner's Engineer* and as approved by the *Regional District Engineer* relating to the non-residential lands being connected to the *Excess or Extended Services*.
5. The parties agree that the area which is subject to the *Latecomer Charge* as set out in this agreement is that area shown outlined in Appendix "B" attached hereto and forming part of this agreement.
 6. The *Regional District* shall, subject to section 14 herein collect the *Latecomer charge from the owner of a parcel of land that will be serviced by the Excess or Extended Service* at the time that the RDCO first issues a building permit or a Certificate to Commence Construction of any works within or to the subject parcel. The RDCO shall pay all latecomer charges to the *Owner as set out in section 9 herein*. For *phased development* the charges will be pro rated and collected at each phase.
 7. The Parties hereto agree that the *Lands* shall be subject to *Latecomer Charges* pursuant to this agreement and these charges will be added to those *Latecomer Charges* collected from other benefiting properties in order to ascertain if the total capital cost contribution has been collected as per Section 15 of this agreement.
 8. Except as otherwise provided, the *Regional District* will not approve any owner or user of any benefiting property to connect to the *Excess or Extended Services* without such owner or user having first paid the *Regional District* the *Latecomer Charge*.
 9. The parties hereto agree that the administration fee shall be paid out of the *Latecomer Charges*. The *Regional District* shall apply all initial *Latecomer Charges* towards payment of the administration fee until such time as the total amount collected equals that amount stipulated in Section 4 (i) above. Once the administration fee has been paid in full, the *Regional District* shall pay all subsequently collected *Latecomer Charges* to the *Owner* at the address of the *Owner* as set forth in this agreement or at such other address as the *Owner* may provide. If the said payments are returned to the *Regional District*, the *Regional District* shall hold such funds for one (1) year. If said funds are not claimed by the *Owner* within such time periods, the *Regional District* shall retain all sums so held for its own use absolutely.
 10. The parties hereto agree that the owners of all residentially zoned lands benefiting from the *Excess or Extended Services* included within that area shown outlined in Appendix "B" shall pay the *Latecomer Charge* as set forth in this agreement less a credit equivalent to the *Latecomer Charge* for one residential dwelling unit for each *parcel* of land legally described by lot and plan number at the Kamloops Land Title Office as at the date of application for *subdivision* or building permit.
 11. Notwithstanding anything provided in this Agreement to the contrary, the parties agree that the *Regional District* shall not be required to collect the *Latecomer Charge* from any residence or development which is in existence prior to (** insert date of **Substantial Performance****).

12. The *Owner* covenants and agrees that there are no financial agreements or arrangements by which owners of land within the benefiting areas have contributed or will be contributing to the cost of the *Excess or Extended Services* which are the subject of this Agreement.
13. In the event of any assignment or transfer of the rights of the *Owner* voluntarily, involuntarily or by operation of law, the *Regional District* shall pay any benefits accruing hereunder, after notice, to such successor of the *Owner* as the Administrator of the *Regional District*, in his sole judgement, deems entitled to such benefits; and in the event that conflicting demands are made upon the *Regional District* for benefits accruing under this Agreement, then the *Regional District* may, at its option, commence an action in interpleader joining any other party claiming rights under this Agreement, or other parties which the *Regional District* believes to be necessary or proper, and the *Regional District's* liability therefore shall be fully extinguished, upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine. In such action, the *Regional District* shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.
14. The parties agree that the *Regional District* shall use reasonable efforts to collect *Latecomer Charges* pursuant to Section 939 of the Local Government Act. The *Owner* agrees that in the event that the *Regional District* does not collect the *Latecomer Charge*, the *Regional District* shall not be liable to the *Owner* for the same. The *Owner* does hereby further remise, release and forever discharge the *Regional District*, its directors, officers and employees of all liabilities arising out of this agreement and the collection of *Latecomer Charges* pursuant to this Agreement.
15. This agreement shall become null and void upon the earlier of ten (10) years after (** insert **date of Substantial Performance****) or at that date when the *Owner* has recovered his total capital cost contribution as stipulated in Section 4 (i) above, plus any applicable interest. The total *Latecomer Charges* paid to the *Owner* shall not exceed the total capital cost contributed by the *Owner* plus any applicable interest.
16. It is agreed that the *Regional District* has made no representations, covenants, warranties, guarantees, promises or agreements, oral or otherwise, with the *Owner* other than those contained in this agreement.
17. Subject to the *Regional District's* contractual obligation to the *Owner* as provided herein, nothing contained or implied in this agreement shall prejudice or affect the rights and powers of the *Regional District* in the exercise of its functions under any letters patent, statute, by law, order and regulation.
18. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context so requires.
19. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
20. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

21. Time is of the essence in this Agreement.
22. Any notice to be given pursuant to this Agreement shall be sufficiently given if delivered or mailed to the parties at the addresses indicated on this Agreement, and deemed to be received upon the expiry of three days from date of mailing.
23. This Agreement shall be governed by the laws of the Province of British Columbia.
24. If a company, the *Owner* represents and warrants to the *Regional District* that all necessary corporate actions and proceedings have been taken to authorize the entering into this Agreement and that this Agreement constitutes an agreement binding to the *Owner*.
25. If any section, subsection, clause, sentence or phrase of this Agreement is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remaining portions of this Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the Regional District of Central Okanagan, Province of British Columbia, the day and year above written.

SIGNED by the *Regional District* in the presence of:

) **REGIONAL DISTRICT OF CENTRAL OKANAGAN** by its authorized signatories

.....
Name

)
.....

.....
Address

)
.....

.....
Occupation

)
.....

If *Owner* is an individual:

SIGNED by the *Owner* in the presence of:

)
)
)

.....
Name

)
.....
) *Owner's name*

.....
Address

)
.....
) *Owner's signature*

.....
Occupation

)
)
)

If *Owner* is a company:

SIGNED by the *Owner* in the presence of:

)
.....
) *Company name*

.....
Name

)
.....
) *by its authorized signatories*

.....
Address

)
.....

.....
Occupation

)
.....

SCHEDULE 'A.6' – LATECOMER AGREEMENT

APPENDIX "A"

Attach a copy of *Engineer's* letter certifying *Substantial Performance*

SCHEDULE 'A.6' – LATECOMER AGREEMENT

APPENDIX "B"

Attach a copy of the map indicating the boundaries of the benefiting area.

**Regional District of Central Okanagan Subdivision and Development Servicing
Amendment Bylaw No. 1046, 2003
APPENDIX "C"**

SECTION 1 - MINIMUM PARCEL AREA AND MINIMUM FRONTAGE

Table C.2.1 describes the minimum allowable parcel area and the minimum *frontage* for each respective *zone*.

TABLE C.2.1

| ZONE | MINIMUM PARCEL AREA* | MINIMUM FRONTAGE |
|--------------------|-----------------------------|-------------------------|
| A1 inside the ALR | As determined by ALC | 10% of lot perimeter |
| outside the ALR | 4.0 ha | 10% of lot perimeter |
| F1 | 4.0 ha | 10% of lot perimeter |
| RU1 | 30 ha | 30.0 m |
| RU2 | 4.0 ha | 30.0 m |
| RU3 | 1.0 ha | 30.0 m |
| RU4 | 0.5 ha | 30.0 m |
| RU5 | 2,500 m ² | 30.0 m |
| RU6 | 2.0 ha | 30.0 m |
| R1, R1(s), R1M ** | 700 m ² | 18.0 m |
| RMP MH Park | 2.0 ha | 40.0 m |
| MH Space | 380 m ² | |
| R2, R2(s) | 880 m ² | 21.0 m |
| RC1 | 400 m ² | 12.0 m |
| R3A, R3B, R3C, R3D | 1,600 m ² | 30.0 m |
| C1 | 400 m ² | 5.0 m |
| C2 | 400 m ² | 10.0 m |
| C3 | 600 m ² | 20.0 m |
| C4 | 500 m ² | 15.0 m |
| C5 | 1.0 ha | 50.0 m |
| C6, C7 | 1,000 m ² | 20.0 m |
| C8 | 5,000 m ² | 20.0 m |
| I1 | 400 m ² | 12.0 m |
| I2 | 2,000 m ² | 30.0 m |
| I3 | 4.0 ha | 10% of lot perimeter |
| I4, I4A | 2.0 ha | 10% of lot perimeter |
| I5 | 4,000 m ² | 50.0 m |
| P1, P3 | no minimum | 10% of lot perimeter |
| P2 | 700 m ² | 18.0 m |
| All CD Zones | Refer to Zoning Bylaw | Refer to Zoning Bylaw |

* See Zoning Bylaw Section 3.8 for allowable exemptions to the Minimum Parcel Area.

**In an R1 *zone* the minimum *frontage* may be reduced if the radius of curvature along the *parcel frontage* is less than 160 meters and the configuration of the *parcel* conforms to Figure C.2.A on page 84 of this bylaw