

CITY OF KELOWNA
MEMORANDUM

Date: May 28, 2020
File No.: LUC20-0002
To: Development Planning (AC)
From: Development Engineering Manager (JK)
Subject: 1799 HWY 33 E LUC discharge (A1 to C10)

The Development Engineering Branch's comments and requirements regarding this application to terminate the Land Use Contract (LUC76-1064) on the subject lot and to rezone the property from A1 - Agriculture to C10 - Service Commercial is linked to zoning memo Z20-0043 are as follows:

General

- 1) The subject property is serviced with Municipal utility services.
- 2) At such time that the property re-develops or has a change in use, this may trigger utility and frontage improvements which will be implemented at time of building permit.
- 3) These Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation and Infrastructure (MoTI).



James Kay, P. Eng.
Development Engineering Manager

JKH

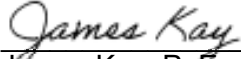
CITY OF KELOWNA
MEMORANDUM

Date: May 28, 2020
File No.: Z20-0043
To: Development Planning (AC)
From: Development Engineering Manager (JK)
Subject: 1799 HWY 33 E LUC discharge (A1 to C10)

The Development Engineering Branch's comments and requirements regarding this application to rezone the subject lot from A1 – Agriculture to C10 – Service Commercial to support the termination of Land Use Contract (LUC76-1064) on the subject lot are as follows:

General

- 1) This application does not compromise any City of Kelowna municipal infrastructure.
- 2) This rezoning application is linked to application LUC20-0002 for land use contract termination and therefore does not trigger any off-site improvements.



James Kay, P. Eng.
Development Engineering Manager

JKH



May 13, 2020

City of Kelowna
Urban Planning Department
1435 Water Street
Kelowna, BC
V1Y 1J4

Re: Land Use Contract Discharge/Rezoning Application at 1799 Highway 33 E.

Dear Planning Staff,

We are pleased to submit the following application for the property addressed 1799 Highway 33 E:

- Application to discharge Land Use Contract LUC76-1064 from the subject property.
- Rezoning application to rezone the property from the current A1 – Agriculture 1 zone to the proposed C10 – Service Commercial zone.

The site has been used as a commercial gas station as permitted under LUC76-1064. The above noted applications have been made after consultation with City Planning staff (Adam Cseke) to determine the most appropriate Commercial zone that can accommodate the existing uses on the property. Through these consultations, it has been determined that the applicable Commercial zone would be the C10 – Service Commercial zone, as the subject property is not located within an "Urban Centre."

The future land use for the property is currently designated as MRL – Multiple Unit Residential (Low Density). However, a substantial amount of clean up would be required to achieve this use. The landowners wish to continue with the gasbar/convenience store use. A survey showing the configuration of the gas pumps, concrete pad, and building accompanies this application.

This application will allow for a Land Use Contract to be discharged from the property and ultimately terminated, be consistent with Council direction to eliminate Land Use Contracts in the City of Kelowna in order to meet Provincial directives. Conventional appropriate zoning will enable current City bylaw regulations to be applied to the property and remove any uncertainty regarding how land uses are to be regulated.

We look forward to hearing your comments and feedback on this application package. Should you have any questions please call me at 250.575.6707.

Regards,

A handwritten signature in blue ink, appearing to read "Birte Decloux", is written over the "Regards," text.

Birte Decloux behalf of PR Petroleum



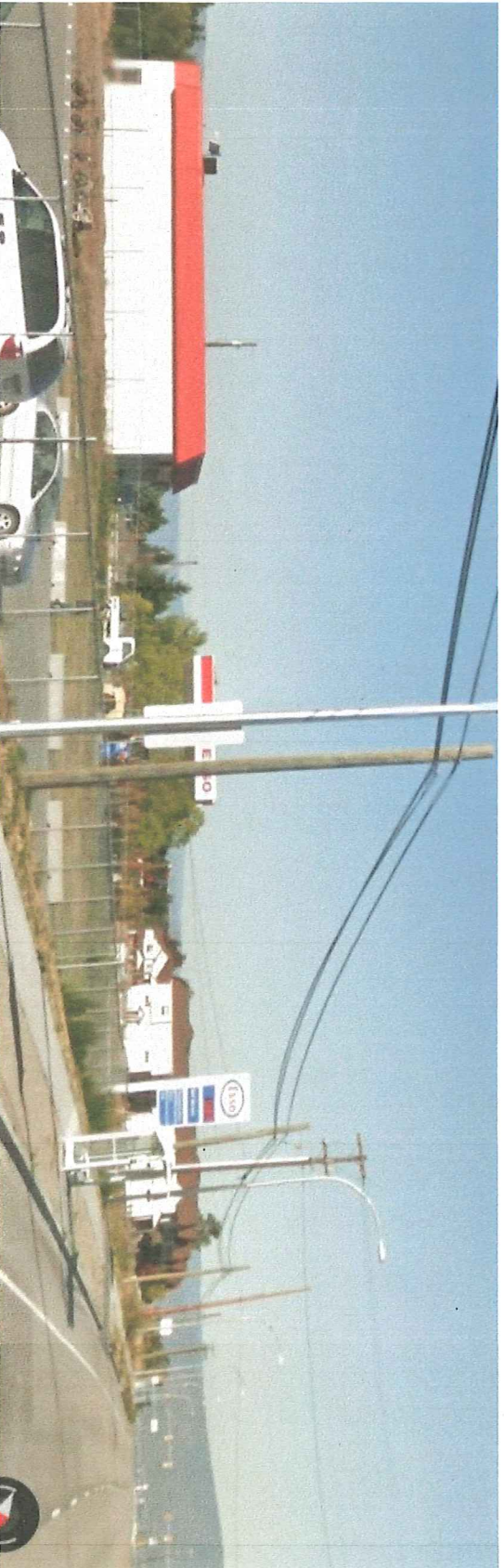
Zoning Analysis Table

Address: 1799 Highway 33 E.

Zone: C10 – Service Commercial

Development Regulations	ZBL Requirements	Current Configuration
Site Details:		
Site Area (m ²)	1200 m ² (Service Station)	3,197 m ²
Site Width	30.0 m	45.21 – 42.04 m
Site Depth	30.0 m	67.99 – 84.60 m
Site Coverage including pump islands	30%	~ 8%
Front yard setback	2.0 m	15.33 m (to gas bar)
Rear yard setback	0.0 m	20.30 m
Side yard setbacks	0.0 m or 4.5 m when adjacent to residential, agricultural, or institutional zone.	E: 3.04 m W: 26.78 m (building) 10.48 m (fuel pumps)

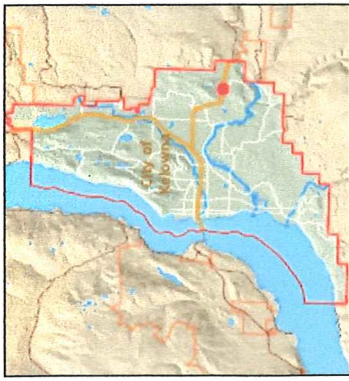
Site Photos



Google Street View—October 2018.

City of Kelowna

Orthophoto



Legend:



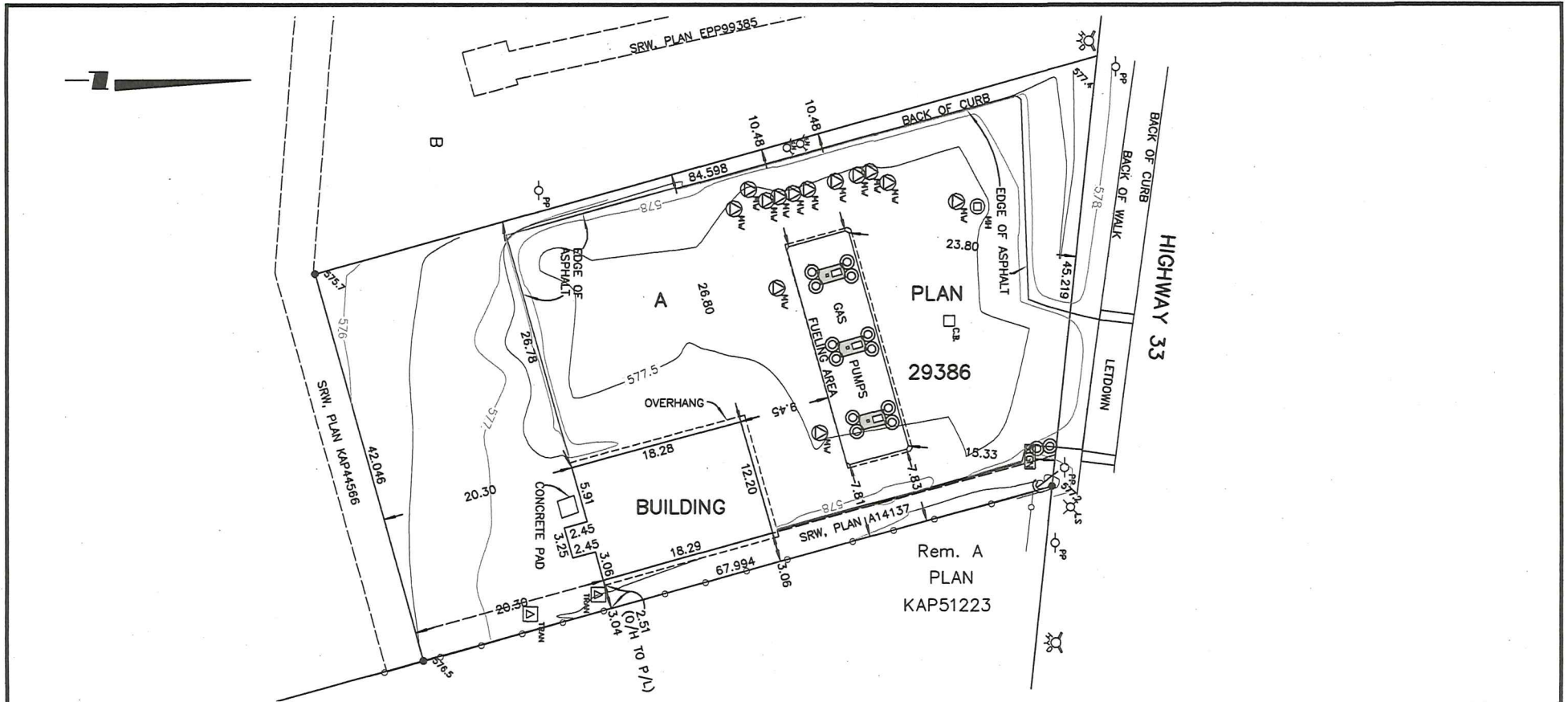
Notes

This map is for general information only. The City of Kelowna does not guarantee its accuracy, currency or completeness. All information should be verified.

0 25 50Meters



May 14, 2020



LEGAL DESCRIPTION: LOT A SECTION 18
TOWNSHIP 27 ODYD PLAN 29386

DRAWING TYPE: TOPOGRAPHIC SITE PLAN
CIVIC ADDRESS: 1799 HIGHWAY 33



B.C. LAND SURVEYORS
CANADA LANDS SURVEYORS
Subdivision Design
Legal, Topographic & GPS Surveys
404-1630 Pandosy St., Kelowna, B.C. V1Y 1P7
Telephone (250)763-3115 Fax (250)763-0321

LEGEND

- IRON PIN FOUND
- ⊗ LS LAMP STANDARD
- C.B. STORM CATCH BASIN
- ⊙ BOLLARD
- ⊕ MH STORM MANHOLE
- ⊖ PP POWER POLE
- ⊗ GAS VENT
- SIGN ROAD SIGN
- ⊕ MV MONITORING WELL
- ⊗ FIRE HYDRANT
- TRANS TRANSFORMER
- ⊕ GP GAS PUMP (TYP.)
- OVERHANG
- ↘ ANCHOR
- FENCELINE

REVISION NO.	DESCRIPTION	BY	DATE REVISED

JOB NO. 22082

DATE: JANUARY 24, 2020

SCALE: 1:400 METRES

CLIENT: PR PETRO

NOTES: ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM RTK GPS.

CONTOURS ARE SET TO 0.5m INTERVALS.

FIELD CREW: JF/RC DRAWN BY: FL

S:\Shared (Aug 10, 2006)\Job_Files\22082\22082-TOPO.DWG

LARGE AVE.

CATHY CT.

CATHY AVE.

DUNCAN RD.

CT.

LINDA AVE.

FEEDHAM AVE.

DUNCAN RD.

CT.

JOE RICHE RD.

OSWELL DR.

HIGHWAY 33

LUC 76-1064

JOSEPH RD.

LYNRICK RD.

GALLAGHER RD.

GALLAGHER CT.

FULLMER RD.

AUTUMN RD.



Kid: 330542 Plan: 29386 Lot: A Block: _____
Address: HWY 33 E 1799 Add Date: _____
Paid Stat: Active Reg Stat: Registered Archived Date: _____

Zoning-

Zoning: Land Use Contract: Future Land Use: Urban Area: No Aviation Zone: No
A-1 LUC 76-1064 SF/2F Residential

Development Permit Information-

Current DP: No Other DPA Considerations
Natural Feature: No Urban Town Centre: No
Industrial: No Residential Urban Village: BLACK MOUNTAIN
Commercial: No Arterial: HIGHWAY 33
Multi-Family: No

Natural Features-

Water: none Land: none

DCC Sector Codes-

Water: none Parks: A Sewer: A Roads: D Treatment: A Drainage: A

Pre-1996 DCC Sector Codes-

Water: none Parks: A Sewer: I Roads: D Treatment: A

Utility Boundaries-

Water: BMID Electrical: WKPL

Misc-

Water Spec Area: none Sewer Spec Area: 6 Future Park: No ALR: No
Park/Recreational: No
Contaminated Area: none Heritage Designation: none Tree Soil Bylaw: No

*wood stove
gas station*

Sheet Number:
26-13
27-18

Roll: 6884425 Status: Assessed Deleted: No
Plan: 29386 Lot: A Block:
Street Name: HWY 33 Dir: E Number:

Owners

Owner: A H E HLDG LTD
Address: 10916 5 AVE SW
EDMONTON AB
T6W 1A2

** End of Report **

BY-LAW NO. 4402

LAND USE CONTRACT NO. 76-1064

NAME: HAYMOUR, ^{HIMOUR} ~~HASSAN~~

LOCATION: HWY 33 E.

AMENDMENTS: BY-LAW/DP/DVP NO.	DATE	LEGAL	COMMENTS

QUIT CLAIMS: BY-LAW NO.	DATE	LEGAL	COMMENTS

COMMENTS

N 68 050

CITY OF KELOWNA

BY-LAW NO. 4402-77

(H. Himour, O. Haymour and M. Haymour Land Use Contract
Authorizing By-Law, Hwy. 33 E. of Loseth Rd., LUC76-1064)

WHEREAS Subsection (3) of Section 702A of the "Municipal Act", being Chapter 255 of the Revised Statutes of British Columbia, 1960, provides in part that the Council may, by by-law, notwithstanding any by-law of the municipality, or Section 712 or 713 of the "Municipal Act", enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon, and thereafter the use and development of the land shall, notwithstanding any by-law of the municipality, or Section 712 or 713 of the said Act, be in accordance with the land use contract;

AND WHEREAS the Municipal Council of the City of Kelowna, is desirous of entering into a Land Use Contract with Messrs. H. Himour, O. Haymour and M. Haymour;

THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Land Use Contract with Messrs. Hassen Himour, 880 Wayne Road, Kelowna, B.C.; Omar Haymour, 8315 - 137th Avenue, Edmonton, Alta. and Mike Haymour, 12312 - 135th Avenue, Edmonton, Alberta in the form of Land Use Contract attached hereto and forming part of this by-law.
2. His Worship the Mayor and the City Clerk are hereby authorized to sign the attached Land Use Contract, as well as any conveyances, deeds, receipts and other documents in connection with the attached Land Use Contract and affix the corporate seal of the City of Kelowna to same.

Read a first time by the Municipal Council this 13 day of April, 1978.

Considered at a Public Hearing on the 9th day of May, 1978.

Read a second time by the Municipal Council this 9th day of May, 1978.

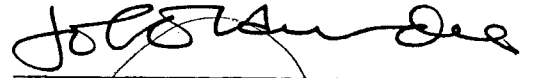
Read a third time by the Municipal Council this 9th day of May, 1978.

Approved under the Controlled Access Highways Act this 4 day of August, 1978.

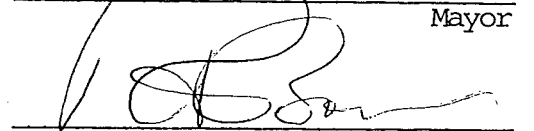
(Signed H.F. Blunden)
Approving Officer,
Ministry of Highways & Public Works.

By-Law 4402-77 - 2

Reconsidered, finally passed and adopted by a vote of two-thirds of the members of the Municipal Council of the City of Kelowna present this 22 day of August, 1978.



Mayor



City Clerk

LAND USE CONTRACT

THIS CONTRACT made the _____ day of _____, 197

BETWEEN:

CITY OF KELOWNA

a municipal corporation having
its offices at 1435 Water Street,
in the City of Kelowna,
Province of British Columbia

(hereinafter called the "Municipality")

OF THE FIRST PART

AND: ~~MARGARET CHAPEL McCLELLAND, Widow
of 1220 K.L.O. Road,
Kelowna, British Columbia~~

AND: HASSEN HIMOUR
880 Wayne Road
Kelowna, British Columbia

AND: OMAR HAYMOUR
8315 - 137th Avenue
Edmonton, Alberta

AND: MIKE HAYMOUR
12312 - 135th Avenue
Edmonton, Alberta

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any By-Law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a Developer, and thereafter the use and development of the land shall be in accordance with the land use contract;

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

AND WHEREAS the Developer has presented to the Municipality a scheme of use and development of the within described lands and premises that would be in contravention of the Zoning By-Law of the Municipality and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

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

AND WHEREAS if the Land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained;

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality cannot enter into this Contract, until the Council has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless two-thirds of the members of Council present at the meeting at which the By-Law to approve this Contract is adopted vote in favour of the Municipality entering into this Contract;

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

OWNER 1. (a) The Developers, Hassen Himour, Omar Haymour and Mike Haymour, are the registered owners in fee simple of ALL AND SINGULAR that certain parcel or tract of Land and premises situate, lying and being in the City of Kelowna, in the Province of British Columbia and being more particularly known and described as:

Lot A
Section 18
Township 27
Osoyoos Division
Yale District
Plan 29386

(herein called the "Land")

CONSENTS

2. The Developer has obtained the consent of all persons having a registered interest in the Land as set out in the Schedule prefacing the consents to the use and development set forth herein which consents are attached hereto.

DEVELOPMENT

3. The provisions of the C-1a (Rural Local Commercial) zone of City of Kelowna Zoning By-Law 1976, No. 4500 shall apply to the Land and those provisions as amended or replaced from time to time both before and after the date of this Agreement are hereby incorporated into and form a part of this Agreement and any development upon or use of the Land shall be in strict compliance with those provisions and regulations save and except where expressly added to or varied by the terms of this Agreement.

JKB

3. (a) The Lands shall not be used for the purpose of a Neighbourhood Public House as defined in Part 1 of Zoning By-Law, 1976, No. 4500.

SITING

4. All buildings and structures, off-street parking facilities, landscaping, signs and points of ingress and egress to and from the Land shall be constructed, placed and developed strictly in accordance with the site plan annexed hereto as Schedule "B".

DESIGN

5. All buildings shall be of a size and shape and all off-street parking spaces shall be provided in the number as shown on Schedule "B". All buildings, structures and signs shall be constructed of an appearance and with surface treatment as more particularly shown on Schedule "B".

SUBDIVISION

6. The Developers shall, by Plan of Subdivision registered in the Land Registry Office at the City of Kamloops prior to the issuance of any building permits for new construction upon the Land, subdivide the Land in accordance with the plan attached hereto as Schedule "A".

SETBACK

7. Any future constructed buildings or structures upon the Land shall be situated at least fifty feet (50') back from the front property line, as the front property line abuts Highway #33.

LANDSCAPING

8. (a) The Developer shall landscape the Land according to the general plans and descriptions as more particularly set out in Schedule "C" attached hereto.

8. (b) In order to ensure the provision of landscaping upon the Land, as more particularly set out in paragraph (a) of this paragraph the Developer shall deliver to the Municipality an Irrevocable Letter of Credit in the form attached hereto as Schedule "D". The condition of deposit of the Letter of Credit is that should the Developer fail to landscape the Land in accordance with the provisions of Schedule "C" to the satisfaction of the Director of Planning Services of the Municipality on or before the 1st day of May 1979, the Municipality, by its servants or agents or contractors, may carry out the work according to the provisions of Schedule "D" and may draw down on the said Letter of Credit sufficient funds to pay the costs thereof. Should there be insufficient funds deposited with the Municipality through the Irrevocable Letter of Credit to carry out such work, the Developer shall pay the balance thereof within thirty (30) days of invoice by the Municipality. Should the Municipality draw down more money than is required then the balance shall be returned to the Developer but without interest thereon. Should the Developer perform the construction and provision of landscaping as herein required before the date provided herein the Letter of Credit shall be returned to the Developer. The Letter of Credit shall be in the amount of Six Thousand (\$6,000.00) Dollars.

9. The Developer shall connect any water system on the Land to the Black Mountain Irrigation District Water System according to the terms and conditions and plans and specifications first approved by the Black Mountain Irrigation District and the Director of Engineering of the Municipality.

10. The Developer shall, at the sole cost of the Developer, provide a fire hydrant to the satisfaction of the Director of Engineering of the Municipality, the Fire Chief of the Municipality and School District No. 23.

11. The Developer shall dispose of all sewage effluent created upon the Land in a manner approved by and to the satisfaction of the Medical Health Officer.

12. The Developer shall contain and dispose of storm drainage within the boundaries of the Land and shall provide adequate drainage facilities to plans and specifications first approved by the Director of Engineering and constructed to the satisfaction of the Director of Engineering of the Municipality.

DOMESTIC
WATER

FIRE
PROTECTION

SEWAGE
DISPOSAL

STORM
DRAINAGE

FLECTRICAL
() TELEPHONE

13. The Developer shall deliver all electrical and telephone services to the buildings and structures upon the Land by means of underground transmission facilities. If required by the supplying utility the Developer shall, subject to the statutory approvals required, provide rights-of-way for the installation of electrical and telephone facilities upon the Land.

TERMINATION

14. On or after (10) years from the date of this contract the Municipality may, by resolution, in its sole discretion, unilaterally terminate all or any part of this Contract provided always that:

- (a) the Municipality before adopting any such resolution shall hold a public hearing thereon in the manner provided for in Section 703 of the Municipal Act, R.S.B.C. 1960 Chapter 255 and amendments thereto;
- (b) any such resolution shall be registered in the Land Registry Office at the City of Kamloops in the same manner as this Contract.

INCORPORA-
TIONS

15. The Schedules attached hereto hereinbefore referred to are hereby incorporated into and made a part of this Contract.

COSTS

16. The Developer shall pay to the Municipality on invoice by the Municipality, all legal, surveying and advertising costs incurred by the Municipality in the preparation and registration of this Contract.

COMPLIANCE

17. Except for the matters otherwise specifically provided for herein the Developer shall comply with all of the By-Laws of the Municipality as the same apply to the Land.

REPRESENTA-
TIONS

18. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those set out in this Contract.

REGISTRATION

19. This Contract shall be construed as running with the Land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act.

INTERPRETA-
TION

20. 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 or the parties so require.

BINDING

21. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

A public hearing on this Contract was held on the *9th* day of *May*, 1978

This Contract was adopted by an affirmative vote of at least two-thirds of the members of the Council of the Municipality present at the meeting at which the By-Law to authorize this Contract was adopted by the Council of the Municipality on the *22* day of *August*, 1978

IN WITNESS WHEREOF the said parties to this Contract have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE)
CITY OF KELOWNA was here-)
unto affixed in the)
presence of:)

(Seal)

Joel...

Mayor
R. J. Pushor

City Clerk

SIGNED, SEALED AND DELIVERED)
by the Developer in the)
presence of:)

Name: *I. S. Kavinichuk*)
Address: *301-10408-124 St.*)
City: *Edmonton, al ta.*)
Occupation: *consult. + writer*)

Mike Hayward
Omar Hayward
H. H. Hiss...

R. J. PUSHOR
427 HIGHWAY 33 WEST
KELOWNA, B.C.
BARRISTER & SOLICITOR

as to the signatures of Omar Hayward & Mike Hayward

as to the signature of R. J. Pushor

THE CORPORATE SEAL OF)

was hereunto affixed in)
the presence of:)

(Seal)

Acknowledgment of Maker

I HEREBY CERTIFY that, on the

23 day of March, 1978, at Kelowna, in the Province of British Columbia

Nansen Hemour

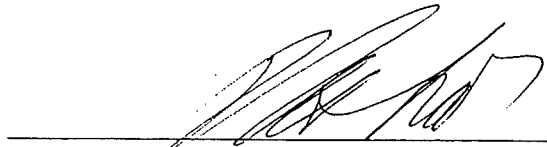
Oath of

before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of nineteen years.

(whose identity has been proved by the evidence on

), who is personally known to me, appeared

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Kelowna in the Province of British Columbia, this 23 day of March 1978.



A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.

NOTE.—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets.

PARKS
Form 208

Acknowledgment of Maker

I HEREBY CERTIFY that, on the

28th day of March, 1978, at EDMONTON, in the Province of British Columbia ALBERTA

DICK HAYMOUR & MIKE HAYMOUR (whose identity has been proved by the evidence on oath of), who is personally known to me, appeared before me and acknowledged to me that they are the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as parties that they know the contents thereof, and that they executed the same voluntarily, and are of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at EDMONTON in the Province of British Columbia, this 28 day of March 1978. ALBERTA



A Notary Public in and for the Province of British Columbia. ALBERTA
A Commissioner for taking Affidavits for British Columbia.

NOTE.—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets.

LAND USE CONTRACT

Schedule of Persons Having a Registered Interest In the Land Whose Consents Are Required

Full Name

Address

Occupation

Nature of Charge

NIL

NAME OF CHARTERED BANK GRANTING LETTER OF CREDIT

TO: CITY OF KELOWNA
Kelowna, B.C.

Dear Sirs:

Irrevocable Commercial Letter of Credit
Number _____

At the request of _____, we hereby authorize you to
draw on _____

for account of _____ up to an
aggregate amount of SIX THOUSAND DOLLARS (\$6,000.00) available by drafts at
sight for one hundred percent (100%) of value;

Covering the construction and provision of landscaping as set out in
Sections 8 and 8(a) _____ of a Land Use Contract between the City of
Kelowna and _____, dated the _____ day of _____, 1977.

1. Drawings are to be made in writing to the _____
(Name of Bank)

(Address)

2. Partial drawings may be made.

3. The Bank will not inquire as to whether or not the City of Kelowna has a right
to make demand on the Letter of Credit.

4. This Letter of Credit is irrevocable up to the expiry date.

Drafts must be drawn and negotiated not later than the _____ day of _____ 197

The drafts drawn under this Credit are to be endorsed hereon and shall state on their
face that they are drawn under the _____
(Name and Address of Bank)

Letter of Credit No. _____

Yours truly,

Letters of Credit Officer

Letters of Credit Manager

PART 1 CONFIRMATION OF TERM DEPOSIT



No. 5639580

CANADIAN IMPERIAL
BANK OF COMMERCE

Rutland, Kelowna, B. C.

June 6, 1978

We confirm receipt of the following deposit at this branch upon the terms and conditions set out below

PRINCIPAL AMOUNT OF DEPOSIT	MATURITY DATE	NUMBER OF DAYS YEARS TO BUT NOT AFTER MATURITY	INTEREST RATE PER ANNUM	INTEREST PAYABLE	<input type="checkbox"/> PERSONAL
\$6,000.00	June 6/79	1year	8 1/4%	<input checked="" type="checkbox"/> WHEN WITHDRAWN <input type="checkbox"/> APR 30 & OCT 31 <input type="checkbox"/> MONTHLY	<input checked="" type="checkbox"/> NON PERSONAL
MAIL TO NAME	City of Kelowna			SOURCE OF DEPOSIT	ACCOUNT NUMBER
STREET	1420 Water St.,			<input type="checkbox"/> DEBIT _____ ACCOUNT <input type="checkbox"/> CHEQUE / CASH	N/A
CITY & PROV.	Kelowna, B. C. Re: Hassen Himour/Black Knight Market			INTEREST AND PRINCIPAL WILL BE PAID BY <input type="checkbox"/> CREDIT TO _____ ACCOUNT <input type="checkbox"/> OUR CHEQUE IN YOUR FAVOUR	ACCOUNT NUMBER N/A

All but not part of the principal amount may be withdrawn prior to the maturity date, in which event interest will be calculated from the date hereof to date of withdrawal in accordance with the following table instead of at the rate specified above, and if the interest so payable is less than the total interest paid before date of withdrawal, the difference shall be refunded to the Bank. The Bank reserves the right to require 10 days written notice of any such withdrawal.

IF REDEEMED WITHIN	LESS THAN 30 DAYS	30 TO 59 DAYS	60 TO 89 DAYS	90 TO 179 DAYS	180 TO 269 DAYS	270 DAYS TO 1 YEAR	OVER 1 TO 2 YEARS	OVER 2 TO 3 YEARS	OVER 3 TO 4 YEARS	OVER 4 TO 5 YEARS	OVER 5 TO 6 YEARS
INTEREST RATE PAYABLE IF REDEEMED BEFORE MATURITY	NO INTEREST PAYABLE	6 3/4 %	7 %	7 1/4 %	7 1/2 %	7 1/2 %	%	%	%	%	%

If not withdrawn on maturity date, the principal amount will remain on deposit for 30 days thereafter with interest at a rate to be advised by the Bank in a Confirmation of Term Deposit issued in replacement hereof.

D. S. [Signature]
ACCOUNTANT

NOT NEGOTIABLE

[Signature]
MANAGER