

## HOTEL GROUND SUBLEASE – KELOWNA INTERNATIONAL AIRPORT LANDS

THIS SUBLEASE dated for reference \_\_\_\_\_, 2022 is

BETWEEN:

**CITY OF KELOWNA**

1435 Water Street, Kelowna BC V1Y 1J4

(the "City")

AND:

**NORTHLAND PROPERTIES CORPORATION (Inc. No. CO839976)**

Suite 300, 1755 West Broadway, Vancouver, BC V6J-4S5

(the "Subtenant")

WHEREAS:

- A. By a lease dated December 19, 1979 (the "Head Lease") between the City and Her Majesty the Queen in Right of Canada (the "Head Landlord"), as represented by the Minister of Transport (the "Minister"), the Head Landlord leased to the City the following lands, on the terms and conditions set out in the Head Lease:

Parcel Identifier: 009-459-014

Lot 3 District Lots 32 and 120 and of Section 14 Township 23 Osoyoos Division  
Yale District Plan 11796

Parcel Identifier: 013-949-101

Lot B District Lot 122 Osoyoos Division Yale District Plan 41159

Parcel identifier: 011-518-189

Lot 7 Section 14 Township 23 Osoyoos Division Yale District Plan 1502 Except  
Plan H16596

(collectively the "Lands");

- B. The Head Lease has been periodically amended by the City and the Head Landlord from time to time, most recently by an Amendment to Lease made the 25<sup>th</sup> day of March 2021;

- C. The City has agreed to sublease to the Subtenant a portion of the Lands having an area of approximately 2.0065 acres as outlined in red and identified as the premises (the "Premises") on the survey plan which is attached to this Sublease as Schedule A , for the Term for the Subtenant to erect the Buildings and use, occupy, and enjoy the Premises and the Buildings upon the terms and conditions, and subject to the provisos, contained in this Sublease.
- D. Pursuant to section 26 of the *Community Charter*, the City has posted and published notice of its intention to sublease the Premises to the Subtenant.

NOW THIS SUBLEASE WITNESSES that in consideration of the Rent, covenants, and agreements to be paid, observed, and performed by the Subtenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged), the City subleases to the Subtenant and the Subtenant subleases from the City the Premises upon the terms and conditions and subject to the provisos contained in this Sublease.

This Sublease is made upon and subject to the following covenants and conditions which each of the City and the Subtenant respectively covenants and agrees to keep, observe, and perform to the extent that the same are binding or expressed to be binding upon it.

## 1. DEFINITIONS

- 1.1 The terms defined in this Section 1.1, for all purposes of this Sublease unless otherwise specifically provided, have the following meanings:
  - (a) "**Additional Rent**" means the amounts, if any, payable by the Subtenant pursuant to Sections 2.6, 3.1, 3.2, 3.3, 3.4, and 7.8 of this Sublease and Section 9 of Schedule B of this Sublease, together with any other and additional amounts that are expressed in this Sublease to be added to and made part of Additional Rent, other than Basic Rent.
  - (b) "**Affiliate**" means "affiliate" as that term is defined in the *Business Corporations Act* (British Columbia).
  - (c) "**Architect**" means Pacific Coast Architecture, British Columbia, or such other architect(s) as the Subtenant may appoint from time to time with a written approval of the City, the individuals of which are members in good standing of the Architectural Institute of British Columbia.
  - (d) "**Authority**" means the City of Kelowna or other municipal authority having jurisdiction over development on the Lands.

- (e) "**Basic Rent**" as of any particular time means the net basic rental provided for in this Sublease as specified in Article 2 of this Sublease.
- (f) "**Buildings and/or Hotel**" means the building or buildings constructed upon the Premises by or for the Subtenant pursuant to the provisions of this Sublease, including, without limitation, hard landscaping and all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time constructed upon or affixed or appurtenant to the Premises.
- (g) "**Bylaw**" means City of Kelowna Bylaw No. 7982 Airport Fees Bylaw.
- (h) "**City Condition Removal Date**" means the date that the City removes its conditions precedent under Section 28.2 of this Sublease;
- (i) "**Commencement Date**" means the date on which all the conditions precedent set out in Sections 28.1 and 28.2 of this Sublease are satisfied or waived.
- (j) "**Commencement of Occupation Date**" means the date that the Building or Buildings that are to be operated as a hotel reaches Substantial Completion.
- (k) "**Commencement of Construction**" means that a building permit or permits have been issued to the Subtenant by the Authority for the Buildings, and the foundations and footings of the Buildings have been commenced as certified to the City by the Architect.
- (l) "**Development Permit**" means the development permit issued by the Authority to the Subtenant relating to the development of the Lands.
- (m) "**Environmental Contaminants**" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.
- (n) "**Environmental Laws**" means any laws, statutes, regulations, orders, bylaws, permits, or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.

- (o) **"Fair Market Rent"** means the rent, being Basic Rent, Additional Rent, and all other amounts and charges that would be paid for the Buildings and the Premises as between persons dealing in good faith and at arm's length, for the highest and best use as permitted from time to time by the Authority.
- (p) **"Lands"** means those lands in the Province of British Columbia described in Recital A.
- (q) **"Mortgage"** means a mortgage or mortgages upon or in respect of and specifically charging the subleasehold interest of the Subtenant in the Lands and the Buildings or any part of them and includes any debenture or deed of trust and mortgage to secure any bonds or debentures issued under it, and any assignment of rents made to the Mortgagee as security.
- (r) **"Mortgagee"** means a mortgagee or mortgagees under a Mortgage.
- (s) **"Person"** or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person.
- (t) **"Premises"** means that portion of the Lands as described in Recital C.
- (u) **"Prime Rate"** means the annual percentage rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada as the prime rate.
- (v) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.
- (w) **"Rent"** means the Basic Rent, Additional Rent, and any other amounts payable by the Subtenant under this Sublease.
- (x) **"Sublease"** means this sublease, including all schedules attached to this sublease.
- (y) **"Substantial Completion"** means substantial completion as defined in Section 4.2 of this Sublease.

- (z) "**Tenancy Arrangements**" means all sub-subleases, licences, tenancy agreements, and all rights of use and occupation of every nature and kind, present and future, existing or at any time made during the existence of this Sublease in respect of any portion of the Premises or Buildings.
  - (aa) "**Term**" means the period commencing on the Commencement Date and ending at 4:00 p.m. on December 30, 2054, as renewed or extended in accordance with the terms of this Sublease.
  - (bb) "**Trustee**" means a trust company duly authorized to carry on business in the Province of British Columbia appointed by the City for the purposes of Section 6.4.
- 1.2 All of the provisions of this Sublease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate section of this Sublease.
- 1.3 The words "herein", "hereby", "hereunder", and words of similar import refer to this Sublease as a whole and not to any particular article or section of the Sublease.
- 1.4 The captions and headings throughout this Sublease are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any section or the scope or intent of this Sublease, nor in any way affect this Sublease.

## **2. PAYMENT OF RENT**

### **2.1 Basic Rent**

The Subtenant shall pay Basic Rent, in advance, as follows:

- (a) on the date that this Lease is fully executed, by payment to the City of a \$500,000 deposit (the "Deposit");
- (b) on the Commencement Date, by payment to the City of prepaid rent of \$2,072,426.50;
- (c) on the Commencement of Occupation Date and each anniversary of the Commencement of Occupation Date up to and including the 39<sup>th</sup> anniversary of the Commencement of Occupation Date, payment of \$110,506.63.

If any of the conditions precedent under Sections 28.1 and 28.2 of this Lease are not satisfied or waived in the times provided the City shall return the Deposit to the Subtenant. If all of said

conditions precedent are satisfied or waived within the time provided the City shall be entitled to retain the Deposit as part of the Basic Rent payable by the Subtenant under this Sublease.

## **2.2 Additional Rent**

The Subtenant shall pay Additional Rent annually within 30 days of each anniversary of the Commencement of Occupation Date. This obligation shall survive the expiry or earlier termination of this Sublease with respect to Additional Rent incurred in the final year of the Term.

## **2.3 Airport Maintenance Charge**

The airport maintenance charge for the initial year of the Term is \$0.03339 per square foot multiplied by the Premises. The initial airport maintenance charge is (\$3,248.70) (the "AMC"). The Subtenant shall pay the AMC, including annual increases pursuant to the Bylaw, to the City in annual instalments, payable on the Commencement Date and on each anniversary of the Commencement Date, and once the Commencement of Occupation Date occurs, on the Commencement of Occupation Date and each anniversary of the Commencement of Occupation Date. The AMC does not include GST or any similar or replacement tax.

## **2.4 Payments Generally**

All payments by the Subtenant to the City of whatsoever nature required or contemplated by this Sublease will be:

- (a) paid to the City by the Subtenant in lawful currency of Canada;
- (b) made when due under this Sublease, without prior demand and without any set-off, abatement, or deduction whatsoever, at the office of the City or such other place as the City may designate from time to time to the Subtenant;
- (c) applied towards amounts then outstanding under this Sublease, in such manner as the City may see fit; and
- (d) deemed to be Rent, in partial consideration for which this Sublease has been entered into, and will be payable and recoverable as Rent, such that the City will have all of the rights and remedies against the Subtenant for default in making any such payment that may not be expressly designated as rent, as the City has for default in payment of Rent.

## **2.5 Net Sublease**

It is the intention of the City and Subtenant that all expenses, costs, payments, and outgoings incurred in respect of the Premises, the Buildings, and any other improvements of the Premises or for any other matter or thing materially affecting the Premises, will be borne by the Subtenant and unless expressly stipulated to the contrary, the Basic Rent will be absolutely net to the City and free of all abatements, set off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Premises, the Buildings or any other improvements on the Premises and, unless expressly stated to the contrary, the Subtenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

The City shall be responsible for the cost of providing utility services to the border of the Premises in accordance with the servicing specifications set out in Schedule G. The Subtenant shall be responsible for all costs associated with connecting utilities to the Building(s) and improvements within the Premises. The Subtenant shall be responsible for all incremental costs for upgrading the capacity of such utility services if the Subtenant's requirements for utilities result in increased capacity specifications to the ones set out in Schedule G. Until the date set out in Section 4.3(b), the City shall be responsible for all costs associated with upgrading utilities required due to a new City mandate, direction or requirement, except to the extent to which such changes arise as a result of a change to the designs set out in Schedule F of this Sublease.

## **2.6 Interest on Amounts in Arrears**

All unpaid amounts due by the Subtenant to the City under this Sublease shall bear interest at the rate of 18.00 per cent per annum, calculated monthly not in advance from the date any such amount is due and payable until paid. The City shall adjust the interest rate from time to time in accordance with City of Kelowna bylaws. The City will have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest will not prejudice or affect any other remedy of the City under this Sublease. If the Subtenant fails to pay taxes under Section 3.1 when due, then Section 3.2 will apply rather than this Section 2.6.

## **2.7 Goods and Services Taxes**

The Subtenant agrees to pay to the City at the times required by the applicable legislation all goods and services taxes or harmonized sales taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15, or such other tax as may be substituted for those taxes from time to time.

## **2.8 Rent and Other Charges During Irregular Periods**

All Rent and other charges, including the Airport Maintenance charge, reserved herein will be deemed to accrue from day to day, and if for any reason it will become necessary to calculate

Rent for irregular periods of less than one year, an appropriate pro-rata adjustment will be made on a daily basis in order to compute Rent for that irregular period.

### **3. PAYMENT OF TAXES**

#### **3.1 Payment of Taxes**

Except as otherwise provided in Section 3.2, the Subtenant will in each and every year during the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of British Columbia become due and payable, whether monthly, quarterly, twice yearly, or otherwise, but subject always to the Subtenant's rights to appeal or review in due course, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Premises, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever in or on them, whether such taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes, rates, duties, charges, and assessments; and any such losses, costs, charges, and expenses incurred by the City may be collected by the City as Additional Rent. The Subtenant further covenants and agrees that during the Term it will deliver to the City for inspection, within 14 days of request by the City, receipts for payments of all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges in respect of the Premises, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever on or in the Premises or Buildings that were due and payable during the Term. The City will, not later than 30 days following receipt of any assessment notices delivered to the City by any taxing authority relating to the Premises, the Buildings or any other structures, any machinery, equipment, facilities, and other property of any nature whatsoever on or in the Premises or Buildings, forward a copy of those notices to the Subtenant. The Subtenant will have the right to appeal any assessment of the Premises or the Buildings or any other tax, rate, duty, charge, or amount referred to in this Section 3.1 provided that such appeal will be at the sole cost and expense of the Subtenant. The City will cooperate with the Subtenant, at the Subtenant's expense, in order to assist the Subtenant with any such appeal.

The Subtenant will be responsible for the payments referred to in this Section 3.1 from the Commencement Date.

#### **3.2 Delinquent Taxes**

If the Subtenant in any year during the Term fails to pay the taxes under Section 3.1 when due, the Subtenant will, subject to its rights to appeal or review, pay to the City, on demand, interest

on the amount outstanding at the percentage rate or rates established by the Province of British Columbia, the Authority, or any other taxing authority for unpaid real property taxes in the Province of British Columbia.

### **3.3 Payment of Utility Services**

The Subtenant covenants with the City to pay for or cause to be paid when due to the providers thereof all charges for all utilities and services used in or supplied to the Premises and the Buildings throughout the Term, including without limitation gas, electricity, light, heat, power, telephone, cable, internet, water, and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses that relate to such charges suffered by the City may be collected by the City as Additional Rent.

### **3.4 Business Tax and Licence Fees**

The Subtenant covenants with the City to pay for or cause to be paid when due every tax and permit and licence fee in respect of the use or occupancy of the Premises by the Subtenant (and any and every subsubtenant, permittee, and licensee) whether such taxes or permit and licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and licence fees; and any such loss, costs, charges, and expenses that relate to such charges incurred by the City may be collected by the City as Additional Rent.

## **4. CONSTRUCTION**

### **4.1 Subtenant to Construct Buildings**

- (a) Prior to the commencement of any development on the Premises and within 8 (eight) months after the City Condition Removal Date, the Subtenant will apply to the Authority for a Development Permit and any other permits necessary to construct the Buildings, and at the same time deliver to the City drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed Buildings, for the City's approval, which approval the City agrees not to unreasonably withhold or delay if such documents comply with the design requirements set out in Schedule E and are in substantial conformity with one of the two sets of plans and specifications attached to this Sublease as Schedule F. Upon receipt of the City's approval and a building permit from the Authority, the Subtenant will construct the Buildings, together with other facilities ancillary to and connected with the Buildings on the Premises, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings,

- elevations, specifications (including materials to be used), location on the Premises, and exterior decoration and design all upon which the issuance of the building permits by the Authority having jurisdiction are based.
- (b) The City has approved the development of the Premises in accordance with the drawings and design set out in Schedule E and F hereto.
- (c) Any changes to the drawings, specifications, location, exterior decoration, design, or exterior appearance of the Buildings or the appearance of the Premises will first be approved by the City, which approval the City agrees not to unreasonably withhold or delay provided such changes are in substantial accordance with the plans approved by the City under subsection (a).
- (d) The City hereby acknowledges, represents and warrants that the City shall not require the Subtenant to use organized or unionized trade or labour personnel, suppliers, or contractors for the design, construction or completion of the Buildings. The City represents to the Subtenant that it has delivered all agreements, directives and documents in its possession or under its control that relate to any federal requirement that organized or unionized trade or labour personnel, suppliers, or contractors be used for the design, construction or completion of the Buildings.

#### **4.2 Substantial Completion of Buildings**

The Buildings will be deemed to have been Substantially Completed when the Architect or engineer of the Subtenant has issued a certificate to the City, signed and sealed by the Architect or engineer, certifying that:

- (a) the Buildings are "completed" in accordance with the *Builders Lien Act* (British Columbia) and substantially complete in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the City upon which the issuance by the Authority of any development permit and building permits for the Buildings has been based, except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (b) all building bylaws and regulations of the Authority have been complied with by the Subtenant except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (c) all permits for occupancy that may be required by the Authority have been obtained and all licenses or permits required to operate the Buildings as a Hotel have been obtained, which licences and permits the Subtenant shall diligently pursue; and

- (d) the Buildings are ready for occupancy.

For purposes other than Section 4.2(b), Substantial Completion may be achieved in respect of portions of the Buildings.

#### **4.3 Deadlines for Commencement of Construction and Substantial Completion of Buildings**

The Subtenant covenants and agrees with the City that, subject always to Article 10:

- (a) Commencement of Construction of the Buildings will take place on or before the date that is nineteen (19) months following the City Condition Removal Date; and
- (b) all of the Buildings will be Substantially Completed in accordance with the requirements of Section 4.2 on or before the date that is fifty five (55) months following the City Condition Removal Date.

#### **4.4 Termination Where Subtenant Defaults in Commencement of Construction or Substantial Completion**

- (a) If Commencement of Construction does not occur by the date specified in Section 4.3(a), the City will have the right and option (subject to section 10) to terminate this Sublease and the provisions of Section 18.1 will apply, except as modified by Section 4.4(e).
- (b) If Substantial Completion of the Buildings does not occur by the date specified in Section 4.3(b) (as may be modified pursuant to section 10), then:
  - (i) as a genuine pre-estimate of the losses incurred by the City due to the delay, including lost annual basic rent during the period of delay, inconvenience and increased costs to the City arising from ongoing construction at the Kelowna International Airport and the unavailability of the Hotel to the City and to the travelling public, the Subtenant shall pay the City \$1,000.00 each day, beginning on the first day following the date specified in Section 4.3(b), as may be modified or extended by Section 10 herein, until the Buildings are Substantially Completed; and
  - (ii) on or after the day that is three (3) months after the date for Substantial Completion set out in Section 4.3(b), above, as may be modified or extended by Section 10 herein, the City shall be entitled to provide the Subtenant with written notice requiring the Subtenant

to complete the Buildings and obtain all occupancy permits and licenses as set out in 4.2(c). In the event that the Subtenant fails to complete the Buildings and obtain the Occupancy Permits and licenses as required in section 4.2(c) within twelve (12) months of receipt of such notice, the City will have the right and option to terminate this Sublease and the provisions of Section 18.1 will apply, except as modified by Section 4.4(e).

- (c) If at any time after Commencement of Construction the Subtenant, in the reasonable opinion of the City, has failed to take any steps to build, construct, or obtain required permits or approvals for the Buildings for a period of eight (8) weeks, the City may provide a written notice to the Subtenant that the Subtenant has abandoned the Sublease (a “**Notice of Abandonment**”). The Subtenant must, within six (6) weeks of receipt of a Notice of Abandonment, commence to diligently pursue the steps that are necessary to complete permitting approvals, construction and completion of the Buildings and thereafter diligently continue to do so until Substantial Completion.
- (d) In the event of a dispute between the City and the Subtenant as to whether or not the City is entitled to terminate this Sublease pursuant to the provisions of this Section 4.4, the City and the Subtenant agree to submit such dispute to arbitration.
- (e) If the City terminates this Sublease under this Section 4.4, then the City will be entitled to retain, as liquidated damages and not as a penalty, 100% of the Basic Rent paid to the City at the time of termination, which is 50% of the Basic Rent payable by the Subtenant to the City under this Sublease.
- (f) If the City terminates this Sublease under this Section 4.4, then the City will be entitled to, by providing written notice to the Subtenant within 21 days following Termination, require that the Subtenant remove any and all improvements done by or on behalf of the Subtenant during the Term. Upon such notice, the specified improvements shall become the property of the Subtenant and the Subtenant shall commence to diligently remove such improvements within 14 days of receipt of such notice and shall complete removal within 28 days or, in the event the removal of such improvements will take greater than 28 days, commence removal of within the said 14 day period and thereafter promptly and diligently and continuously proceed with removal, failing which the City may, without notice or compensation to the Subtenant, dispose of such improvements as it sees fit and the Subtenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the City. The City’s rights and the Subtenant’s obligations under this section shall survive the expiry or earlier termination of this Sublease.

#### **4.5 Fire and Liability Insurance During Construction of Buildings**

- (a) The Subtenant will effect or will cause its contractor or contractors to effect prior to the Commencement of Construction of the Buildings, or any of them, and will maintain and keep in force until the insurance required under Article 6 is effected, insurance:
  - (i) protecting both the Subtenant and the City and the City's employees and agents (without any rights of cross claim or subrogation against the City) against claims for personal injury, death, or property damage, or other third-party or public liability claims arising from any accident or occurrence upon, in, or about the Premises and from any cause, including the risks occasioned by the construction of the Buildings, and to an amount reasonably satisfactory to the City, for any personal injury, death, property, or other claims in respect of any one accident or occurrence; and
  - (ii) protecting both the Subtenant and the City and the City's employees and agents from loss or damage (without any rights of cross-claim or subrogation against the City) to the Buildings and all fixtures, equipment, improvements, and building materials on the Premises from time to time both during and after construction (but which may be by policies effected from time to time covering the risk during different phases of construction of the Buildings) against fire, earthquake, and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the City may reasonably require to be insured against to the full insurable value thereof at all times and in any event in the amount sufficient to prevent the City or the Subtenant being deemed co-insurer.
- (b) All of the provisions of Article 6 respecting insurance that are of general application will apply to the insurance applying during construction of the Buildings required by this Section 4.5.

#### **4.6 As-Built Drawings**

The Subtenant shall, within three (3) months of Substantial Completion of each Building on the Premises provide the City with as-built drawings.

## **5. USE OF LANDS AND BUILDINGS**

The Subtenant covenants and agrees with the City that neither the Premises nor the Buildings, nor any part of the Premises or the Buildings, will be used for any purposes except that of an on-site airport hotel, including all aspects normally associated therewith, such as rooms, lobbies, coffee shops, restaurants, lounges, pools, fitness facilities, outdoor social and dining areas, banquet facilities, meeting rooms and a business centre, unless otherwise approved by the City in its sole discretion. The Building(s) shall not exceed 10 storeys in height.

The Subtenant covenants and agrees with the City that the Building(s) shall be operated as a "Sutton Place" branded hotel that is constructed, finished and appointed to the same level as the Sutton Place, Halifax. The Subtenant shall not change the branding of the hotel and shall not permit the hotel to fall below a British Columbia Automobile Association (BCAA) four diamond rating (save and except expectation to provide valet service) without the consent of the City, which the City may withhold in its sole discretion.

## **6. INSURANCE**

### **6.1 Insurance**

The Subtenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule B. For clarity, the insurance requirements set out in Schedule B are minimum requirements and are not to be interpreted in a manner that limits the Subtenant's obligations under this Sublease and the Subtenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent subtenant having similar obligations and interests to those of the Subtenant under the terms of this Sublease.

### **6.2 Release of City from Liability for Insured Loss or Damage**

The Subtenant hereby releases the City and its elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the Subtenant has insured, or pursuant to the terms of this Sublease is obligated to insure, the Buildings, or any part or parts of them, and the Subtenant hereby covenants to indemnify and save harmless the City and its respective elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from and against all manner of actions, causes of action, suits, damages, losses, costs, claims, and demands of any nature whatsoever relating to such insured loss or damage, or loss or damage that the Subtenant is obligated to insure.

### **6.3 Payment of Loss Under the Insurance Policies Referred to in Section 4.5 and Section 2.4 of Schedule B**

- (a) The insurance monies payable under any or all of the policies of insurance referred to in Section 4.5 of this Sublease and Section 2.4 of Schedule B will, notwithstanding the terms of the policy or policies, be paid to the order of the Mortgagee, or to the order of the Trustee if there is no Mortgagee.
- (b) Subject to Article 8, the City and the Subtenant agree that the Mortgagee or Trustee (as the case may be) will use such insurance monies for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance monies are payable under this Article 6 against certificates of the Architect engaged by the Subtenant or such other person as the City and the Subtenant may agree upon who is in charge of such restoration, reconstruction, or replacement.

### **6.4 City's Right to Repair and Receive the Insurance Proceeds**

Should the Subtenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the City will be entitled to effect such restoration, reconstruction, or replacement and the Mortgagee or Trustee to whom such insurance monies are payable will pay or cause to be paid to the City such insurance monies in the same manner the Mortgagee or Trustee (as the case may be) would have done had the Subtenant effected such restoration, reconstruction, or replacement.

## **7. REPAIRS AND MAINTENANCE**

### **7.1 City Not Obliged to Repair**

The City will not be obliged to furnish any services or facilities or to make repairs, alterations, or replacements in or to the Premises or the Buildings, the Subtenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises and the Buildings.

### **7.2 Repair by the Subtenant**

The Subtenant will during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings) the Premises and the Buildings, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating, cooling, and air-

conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Premises and the Buildings and machinery and equipment used or required in the operation of them, whether or not enumerated in this Sublease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacements, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Buildings and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Buildings were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs and replacements will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Buildings and aforesaid fixtures, appurtenances, and equipment and shall meet the standards as per section 5.

#### **7.3 Subtenant Not to Commit Waste or Injury**

The Subtenant will not commit or permit waste to the Premises or the Buildings or any part of them (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings); nor will the Subtenant injure or disfigure the Premises or the Buildings or willingly permit them to be injured or disfigured in any way.

#### **7.4 No Unlawful Purpose**

The Subtenant will not use or occupy or permit to be used or occupied the Premises or the Buildings or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

#### **7.5 At Expiration Deliver Up Premises and Buildings**

At the expiration or other termination of this Sublease, the Subtenant will, unless Section 29.2 applies or except as may be otherwise expressly provided in this Sublease, surrender and deliver up the Premises with the Buildings and the fixtures, appurtenances, and equipment attached thereto, including all replacements and substitutions, in good order and condition, reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings. If the Subtenant does not do so, the City may do so on behalf of the Subtenant and any amounts paid by the City in putting the Premises and Buildings into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand, plus a 15% administration fee together with interest at the rate specified in Section 2.6. The City's rights and the Subtenant's obligations under this section shall survive the expiry or earlier termination of this Sublease.

## **7.6 Required Improvement Removal**

Notwithstanding anything to the contrary in this Sublease, the City will be entitled to, by providing written notice to the Subtenant within 21 days following Termination, require that the Subtenant remove any and all improvements, including any or all of the Buildings, done by or on behalf of the Subtenant during the Term and leave the Premises in a level and debris-free condition. Upon such notice, the specified improvements shall become the property of the Subtenant and the Subtenant. The Subtenant shall apply for a demolition permit within 30 days following receipt of notice from the City under this Section, shall commence demolition within 30 days of receipt of a demolition permits and thereafter shall promptly and diligently and continuously proceed with removal, failing which the City may, without notice or compensation to the Subtenant, dispose of such improvements as it sees fit and the Subtenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the City. The City's rights and the Subtenant's obligations under this section shall survive the expiry or earlier termination of this Sublease.

## **7.7 Lands Accepted "As Is"**

The Subtenant accepts the Premises "as is" knowing the condition of the Premises, and agreeing that the City has made no representation, warranty, or agreement with respect to the Premises, except as may be otherwise expressly provided in this Sublease.

## **7.8 Repairs to Buildings by City**

If at any time during the Term the Subtenant fails to maintain the Premises and maintain, repair, or replace the Buildings and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of Section 7.2, the City through its agents, employees, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Premises and the Buildings required for the purpose of making the repairs required by Section 7.2. The City will make such repairs, only after giving the Subtenant 30 days' written notice of its intention so to do, or in circumstances where for good and valid reason the City requires a lesser amount of notice, the City may, acting reasonably, provide notice of a shorter period. In the case of an emergency that may result in injury or loss of life or damage to City property or the property of others the City may proceed without any notice. Any amount paid by the City in making such repairs to the Premises and the Buildings or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand plus a 15% administration fee together with interest at the rate specified in Section 2.6.

## **7.9 Removal of Ice and Snow**

The Subtenant covenants and agrees with the City at any time during the Term, at its cost, by itself or by the use of agents, to keep the Premises clean from ice and snow and to ensure that any snow cleared from the Premises is contained on the Premises.

## **8. DAMAGE OR DESTRUCTION**

### **8.1 Rent Not to Abate**

The partial destruction or damage or complete destruction by fire or other casualty of the Buildings will not terminate this Sublease or entitle the Subtenant to surrender possession of the Premises or the Buildings or to demand any abatement or reduction of the Rent or other charges payable under this Sublease, any law or statute now or in the future to the contrary.

### **8.2 Subtenant's Obligations When the Buildings Are Damaged or Partially Destroyed**

The Subtenant covenants and agrees with the City that in the event of damage to or partial destruction of the Buildings, the Subtenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will repair, replace, or restore any part of the Buildings so destroyed.

Notwithstanding the foregoing, the Subtenant may terminate this Sublease instead of repairing, replacing or restoring any part of the Buildings under this section if:

- (a) at the time of the damage or partial destruction the remaining Term on the Sublease (inclusive of any executed extensions or amendments) is less than fifteen (15) years; and
- (b) no insurance monies under any insurance policy taken out by the Subtenant in respect of the Buildings are available to finance the repair, replacement or restoration of the Buildings and the absence of such insurance monies is not due to the Subtenant's failure to insure as required by the terms of this Sublease or the insurer denying coverage as a result of an act or omission of the Subtenant or anyone for whom the Subtenant is responsible at law.

### **8.3 Subtenant's Obligations When the Buildings Are Completely or Substantially Destroyed**

The Subtenant covenants and agrees with the City that in the event of complete or substantially complete destruction of the Buildings, the Subtenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will reconstruct or replace the Buildings with structures comparable to those being replaced.

Notwithstanding the foregoing, the Subtenant may terminate this Sublease instead of reconstructing or replacing the Buildings with structures comparable to those being replaced under this Section if:

- (a) at the time of the complete or substantially complete destruction the remaining Term on the Sublease (inclusive of any executed extensions or amendments) is less than thirty (30) years; and
- (b) no insurance monies under any insurance policy taken out by the Subtenant in respect of the Buildings are available to finance the reconstruction or replacement of the Buildings and the absence of such insurance monies is not due to the Subtenant's failure to insure as required by the terms of this Sublease or the insurer denying coverage as a result of an act or omission of the Subtenant or anyone for whom the Subtenant is responsible at law.

#### **8.4 Replacement, Repair, or Reconstruction Under Sections 8.2 or 8.3 to Be Carried Out in Compliance with Section 7.2 and Article 9**

Any replacement, repair, or reconstruction of the Buildings or any part of the Buildings pursuant to the provisions of Sections 8.2 or 8.3 will be made or done in compliance with the provisions of Section 7.2 and Article 9.

### **9. REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS**

The Subtenant will not make or permit to be made any changes, alterations, replacements, substitutions, or additions affecting the structure of the Buildings, the major electrical and/or mechanical systems contained in them, or the exterior decoration, design, or appearance of the Buildings without the written approval of the City, which approval the City will not unreasonably withhold or delay. No such changes, alterations, replacements, substitutions, or additions will be undertaken until the Subtenant has submitted or caused to be submitted to the City drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed changes, alterations, replacements, substitutions, or additions, and until they have been approved in writing by the City, which approval the City agrees not to unreasonably withhold or delay.

The Subtenant covenants and agrees with the City that, subject to Article 10, all such changes, alterations, replacements, substitutions, and additions undertaken by or for the Subtenant once begun will be prosecuted with due diligence to completion. All such changes, alterations, and additions will meet the requirements of the Authority and any other government authorities having jurisdiction. For clarity, the Subtenant shall be required to obtain a Kelowna International Airport facility alteration permit or such other permit required by the Kelowna International Airport from time to time. The Subtenant shall apply for such permits at least 60 days prior to

the desired commencement of any such changes, alterations, replacements, substitutions, or additions.

The Subtenant shall not install, hang, affix or place any signs on the Buildings or on the Premises without the written consent of the City. The Subtenant shall be permitted to affix signs advertising the Hotel brand on all sides of the Buildings, and at both ground level and the top of the Buildings. Such signage is subject only to approval by the City (acting reasonably) of size, brightness, and other such parameters in accordance with applicable City of Kelowna bylaws.

## **10. UNAVOIDABLE DELAYS**

If, by reason of circumstances beyond the reasonable control of the Subtenant and not avoidable by the exercise of reasonable effort or foresight by the Subtenant, including without limitation strike, lock out, or other labour dispute, material or labour shortage not within the control of the Subtenant, unavailability of labour, supply chain delays or failures, stop-work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Subtenant or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God whether on the Lands or elsewhere, pandemic, epidemic, or communicable disease (including a mass influenza outbreak or any other illness or health issue or any event or situation that a governmental authority has labelled a pandemic or epidemic), the Subtenant is, in good faith and without default or neglect on its part, prevented or delayed in the Commencement of Construction or the prosecution of construction or in the Substantial Completion or completion of the Buildings or repair of the Buildings or any part or parts of them which under the terms of this Sublease the Subtenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Subtenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Sublease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Subtenant. If the City and the Subtenant cannot agree as to whether or not there is a prevention or delay within the meaning of this Article, or they cannot agree as to the length of such prevention or delay, then such matter will be determined by reference to arbitration. For the purposes of this Article 10 the inability of the Subtenant to meet its financial obligations under this Sublease or otherwise will not be a circumstance beyond the reasonable control of the Subtenant and not avoidable by the exercise of reasonable effort or foresight by the Subtenant.

The Subtenant will act diligently and take all reasonable steps to remove the cause or causes of delay in the Commencement of Construction or completion of the Buildings.

## **11. BUILDERS' LIENS**

### **11.1 Subtenant to Remove Liens**

The Subtenant will, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Premises or the Buildings, which may be registered against or otherwise affect the Premises or the Buildings, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the City in the Lands), or vacated within 30 days after the City sends to the Subtenant written notice by registered mail of any claim for any such lien. Provided however that in the event of a bona fide dispute by the Subtenant of the validity or correctness of any claim for any such lien the Subtenant will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Subtenant may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the City, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Premises or the Buildings, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the City's interest in the Premises and the Buildings and in a form reasonably satisfactory to the City and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Subtenant will register all such documents as may be necessary to cancel such lien from the Premises and the Buildings, including the City's interest in them.

### **11.2 City Not Responsible for Liens**

It is agreed that the City will not be responsible for claims of builders' liens filed by persons claiming through the Subtenant or persons for whom the Subtenant is in law responsible. The Subtenant acknowledges and agrees that the improvements to be made to the Premises are made at the Subtenant's request solely for the benefit of the Subtenant and those for whom the Subtenant is in law responsible.

## **12. INSPECTION**

### **12.1 Inspection by City**

The City and the Subtenant agree that it will be lawful for a representative of the City at all reasonable times during the Term to enter the Premises and the Buildings, or any of them and to examine their condition. The City will give to the Subtenant notice of any repairs or restorations required in accordance with Section 7.2 and the Subtenant will, within 30 days after every such notice or such longer period as provided in Section 18.2, well and sufficiently repair, restore, and make good accordingly.

## **12.2 Inspection by Subtenant**

Prior to the Commencement Date the Subtenant and its agents and employees shall have a licence, exercisable on 15 days' prior written notice to the City, to enter upon the Premises from time to time, at the Subtenant's sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Premises. The Subtenant agrees to:

- (a) release and indemnify, and hold harmless, the City from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the City or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Subtenant of its rights under this Section; and
- (b) leave the Premises in the same condition as that in which the Subtenant found the Premises, including by removing any equipment, refuse or other matter brought onto the Premises by the Subtenant or its agents or contractors.

## **13. OBSERVANCE OF REGULATIONS & ENCUMBRANCES**

The Subtenant covenants with the City that, notwithstanding any other provision of this Sublease to the contrary, throughout the Term the Subtenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, all aeronautics and aviation-related regulations, including the *Aeronautics Act* and the Canadian Aviation Regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the construction and erection of the Buildings, to the equipment and maintenance of the Buildings, to the operation, occupation, and use of the Buildings or the Premises to the extent that the Subtenant operates, occupies, and uses the Buildings or the Premises, whether by subletting them or any part of them or otherwise, and to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the Buildings, the Premises, or any part of them. For certainty, the Subtenant shall fully observe and comply with all municipal bylaws and the British Columbia Building Code notwithstanding any rule of law restricting the applicability of such bylaws and the Building Code to airports, aviation and aeronautics-related activities.

The Subtenant shall observe and comply with all charges and encumbrances registered on title to the Lands, as they apply to the Premises.

In addition to the above, the Subtenant shall observe and comply with all policies and directives of the City with respect to operations at the Kelowna International Airport and the surrounding area.

## **14. INDEMNITY**

### **14.1 Breach, Violation, or Non-performance of Covenants by Subtenant**

The Subtenant will indemnify, defend and save harmless the City, the Head Landlord, and their elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns (the "City and the Head Landlord Indemnitees") from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term and any extension or renewal thereof out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Sublease to be fulfilled, kept, observed, and performed by the Subtenant.

### **14.2 Injury, Damage, or Loss of Property**

Notwithstanding the provisions of Article 6, the Subtenant will indemnify, defend and save harmless the City, the Head Landlord and the City and the Head Landlord Indemnitees from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Premises or the Buildings; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Premises or the Buildings,

however, no provision of this Sublease will require the Subtenant to indemnify the City, the Head Landlord or City and the Head Landlord Indemnitees against any actions, causes of actions, suits, claims, or demands for damages arising out of the wilful or negligent acts or omissions of the City, the Head Landlord or City and the Head Landlord Indemnitees, unless the act or omission involves a peril against which the Subtenant is obligated to place insurance, in which case the release and indemnity specified in Section 6.2 absolves the City of all liability with respect to the act or omission.

### **14.3 Indemnification Survives Termination of Sublease**

The obligation of the Subtenant to indemnify the City under any provision of this Sublease with respect to liability by reason of any matter arising prior to the end of the Term, including without limitation under the provisions of Sections 3.1, 3.3, 3.4, 6.2, 14.1, 14.2, and 25.1(g) will survive any termination of this Sublease, anything in this Sublease to the contrary notwithstanding.

## **15. NO ASSIGNMENT, SUBSUBLEASE AND MORTGAGE**

### **15.1 Subletting and Assigning**

The Subtenant may not assign this Sublease or the benefit of this Sublease, or sublet the Premises or any part of the Premises, without the prior written consent of the City, nor may the Subtenant charge, or encumber, or purport to charge, or encumber the Subtenant's interest in the Premises or this Sublease without the prior written consent of the City. The City may withhold such consents at its sole discretion and without reason. Notwithstanding the foregoing, the Subtenant may, without the consent of the City, assign this Sublease to an Affiliate, provided that the Subtenant provides the City with notice of such assignment within 14 days of the assignment.

Every permitted assignment, sub-sublease or sharing of possession of the Premises or any part of the Premises shall meet the requirements of Section 4.02.01 of the Head Lease.

#### **15.2 Mortgaging by Subtenant**

The Subtenant will not mortgage its subleasehold interest under this Sublease and its interest in the leasehold improvements, Premises and the Buildings without the consent of the City, including mortgage (whether by assignment or sublease) for the purpose of financing and refinancing the cost of constructing the Buildings. The City, acting reasonably, will grant any request by the Subtenant for an assignment of its interest in the Sublease (or a portion thereof) required to facilitate a financing of the construction of the Buildings, or the Subtenant's Basic Rent.

#### **15.3 Subtenant to Comply with All of its Obligations in Respect of Assignments, Subsubleases, Subtenancies and Mortgages**

The Subtenant will observe and perform all of its obligations incurred in respect of assignments, subsubleases, agreements for sublease, and Mortgages of its subleasehold interest in the Buildings, and will not allow any such obligations to be in default; and if any such default occurs, the City may, but will not be obliged to, rectify such default for the account of the Subtenant, and any amount paid by the City in so doing, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand plus an administration fee of 15% together with interest at the rate specified in Section 2.6.

#### **15.4 Assignment by City**

In the event that the City transfers or assigns the Lands or this Sublease, or any portions thereof, the City shall (i) provide the Subtenant with notice of the intended assignment at least seven (7) days prior to the assignment; and (ii) not enter into any such assignment agreement unless the City causes this Sublease, and all right and obligations thereunder, to be assigned to the assignee.

## **16. MORTGAGE**

### **16.1 Rights of Mortgagee**

The Mortgagee under any Mortgage referred to in Section 15.2 may enforce such Mortgage and acquire title to the subleasehold estate in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Premises, and upon foreclosure of such mortgage may sell or assign the subleasehold estate; and the purchaser or assignee of the subleasehold estate will be liable to perform the obligations imposed upon the Subtenant by this Sublease only so long as such purchaser or assignee has ownership or possession of such subleasehold estate.

### **16.2 Notice to and Remedies of Mortgagee**

- (a) No re-entry, termination, acceptance of surrender, disclaimer, or forfeiture of this Sublease by the City or by a receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will be valid against the Mortgagee who has executed and delivered to the City a tripartite agreement in the form attached hereto as Schedule C unless the City first has given to the Mortgagee notice of the default entitling the City to re-enter, terminate, or forfeit this Sublease, specifying the nature of that default and stating the City's intention to take such proceedings and requiring the Mortgagee:
  - (i) to cure the default specified in the notice within a period of 30 days from the date of receipt of that notice by the Mortgagee; or
  - (ii) if the default is other than the failure to pay Rent or any other sums required to be paid to the City by any provisions of this Sublease and if the default cannot reasonably be cured within such 30 day period, then to immediately commence to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default, and the City hereby grants the Mortgagee access to the Premises and the Buildings for that purpose.
- (b) If the default is cured within the period specified, the Mortgagee will be entitled to become subtenant of the Premises and Buildings for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as subtenant to the City and undertakes to be bound by and to perform the covenants and agreements of this Sublease for so long as it remains subtenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in Section 16.2(a), then the City agrees to permit the curing of the default or contingency specified in such notice

and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of Section 16.2(c) will apply.

- (c)
  - (i) If the Mortgagee commences foreclosure proceedings against the Subtenant, whether or not the Subtenant is in default of the performance of its covenants and agreements with the City under this Sublease at the time such foreclosure proceedings are commenced, the City will not re-enter, terminate, or forfeit this Sublease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the City to re-enter, terminate, or forfeit this Sublease if the Mortgagee:
    - A. first gives notice to the City of the foreclosure proceedings;
    - B. is actively prosecuting the foreclosure proceedings without undue delay;
    - C. cures the default or contingency within a period of 60 days from the date of receipt of notice from the City specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the City by any provision of this Sublease and if such default or contingency cannot reasonably be cured within such 60 day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
    - D. performs and observes all of the Subtenant's covenants and agreements under this Sublease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee.
  - (ii) If the Mortgagee acquires title to the Subtenant's interest in the Premises and the Buildings pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Subtenant under this Sublease, provided it attorns to the City as subtenant and undertakes to be bound by and to perform the covenants and agreements of this Sublease for so long as it remains subtenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted by this Section 16.2(c) to a foreclosing

Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority.

- (d) If this Sublease becomes subject to termination or forfeiture pursuant to Article 17 by reason of the bankruptcy or insolvency of the Subtenant and the Mortgagee has filed with the City notice of Mortgage in favour of the Mortgagee and specified an address for notice under Article 24, the City will give to the Mortgagee notice of the bankruptcy or insolvency of the Subtenant entitling the City to terminate or forfeit this Sublease, and stating the City's intention to take such proceedings, and requiring the Mortgagee to cure any other default of the Subtenant; and the Subtenant's other default will be deemed to have been sufficiently cured if the Mortgagee:
- (i) commences foreclosure proceedings against the Subtenant as more particularly set out in Section 16.2(c);
  - (ii) takes possession and control of the Premises and the Buildings, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Premises and the Buildings, and the City hereby grants the Mortgagee or such receiver access to the Premises and the Buildings for that purpose;
  - (iii) cures every default within a period of 60 days from the date of receipt by the Mortgagee of the notice from the City of the bankruptcy or insolvency of the Subtenant, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the City by any provision of this Sublease and if such default or defaults cannot reasonably be cured within such 60 day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or defaults; and
  - (iv) attorns as subtenant to the City and undertakes to be bound by and to perform the covenants and agreements of this Sublease for so long as it remains subtenant and has not assigned the balance of the Term.

If there is more than one Mortgagee, the right to take possession and control to cure any default and to assume the Sublease will be granted to the Mortgagee who wants to do so and whose mortgage ranks higher in priority.

- (e) Any re-entry, termination, or forfeiture of this Sublease made in accordance with the provisions of this Sublease as against the Subtenant will be valid and effectual against the Subtenant even though made subject to the rights of any Mortgagee

to cure any default of the Subtenant and to continue as subtenant under this Sublease.

- (f) No entry upon the Premises or into the Buildings by the Mortgagee pursuant to this Section 16.2 for the purpose of curing any default or defaults of the Subtenant will release or impair the continuing obligations of the Subtenant.

### **16.3 Mortgage Subject to City's Rights Under Sublease**

Subject to the provisions of Section 16.2, every Mortgage will be made expressly subject to the rights of the City under this Sublease.

### **16.4 Protection of Mortgagee (Tripartite Agreements)**

The City and the Subtenant agree that the obligations of the City under Section 16.2 are subject to the Mortgagee entering into an agreement in the form attached to this Sublease as Schedule C, whereby the Mortgagee covenants and agrees that if it acquires title to the Subtenant's interest in this Sublease, but only for so long as it holds such title, it will perform and observe the covenants and agreements required of the Subtenant to be performed and observed, if not performed or observed by the Subtenant, whether or not the City has taken any steps to enforce performance or observance of any of the covenants and agreements in this Sublease to be performed or observed by the Subtenant.

## **17. BANKRUPTCY OF SUBTENANT**

### **17.1 Events of Bankruptcy or Receivership**

The parties agree, subject to the provisions of Sections 16.2 and 16.4, that:

- (a) if the Subtenant makes a general assignment for the benefit of creditors; or
- (b) if the Subtenant institutes proceedings to be adjudicated bankrupt or insolvent or consents to the institution of bankruptcy or insolvency proceedings against the Subtenant or files an application or petition or answer or consent seeking reorganization or readjustment of the indebtedness of the Subtenant under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 or the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver or receiver-manager; or
- (c) if a receiver, interim receiver, receiver-manager, trustee, liquidator, or custodian of all or substantially all of the property of the Subtenant or of the Subtenant's

- subleasehold interest in the Premises and interest in the Buildings is appointed or applied for by the Subtenant or appointed pursuant to an instrument or by order of a court; or
- (d) if a judgment, decree, or order is entered by a court of competent jurisdiction adjudging the Subtenant a bankrupt or insolvent or subject to the provisions of the Bankruptcy and Insolvency Act or determining that proceedings for re-organization, arrangement, adjustment, composition, liquidation, or any similar relief under the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency have been properly instituted otherwise than by the Subtenant, provided that such judgment, decree or order is not in good faith contested by the Subtenant; or
- (e) if any application or petition or certificate or order is made or granted for the winding-up or dissolution of the Subtenant, voluntary or otherwise,

then in any such case the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will have the right to disclaim this Sublease or to hold and retain the Premises and the Buildings for a period not exceeding six months from the effective date of any such appointment, bankruptcy order, assignment, judgment, decree, order, or the commencement of dissolution or winding-up, as the case may be, or until the expiration of the Term, whichever first happens, on the same terms and conditions as the Subtenant might have held the Premises and the Buildings had no such appointment, bankruptcy order, assignment, judgment, decree, or order been made or dissolution or winding-up commenced.

If the receiver, interim receiver, receiver-manager, liquidator, or custodian holds and retains the Premises and the Buildings as aforesaid, it will during the specified period either:

- (f) surrender possession at any time and the Term will thereupon terminate; or
- (g) with the consent of the City, which the City may withhold in its sole discretion, sell, transfer, or otherwise dispose of all of the interest of the Subtenant in this Sublease and the Premises and the Buildings for the remainder of the Term or any part thereof and all of the rights of the Subtenant under this Sublease, notwithstanding anything to the contrary in Article 15 contained; or
- (h) continue as subtenant for the balance of the Term remaining provided that the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee attorns as subtenant to the City and undertakes to be bound by and to perform

the covenants and agreements of this Sublease on the part of the Subtenant to be performed and observed.

## **17.2 Certain Rights of the Parties**

The City and the Subtenant agree that:

- (a) should the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee at any time before or after taking possession disclaim this Sublease or surrender possession to the City, its liability and the liability of the estate of the Subtenant and of the Subtenant for payment of Rent is limited to the period of time during which the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee remains in possession of the Premises and the Buildings for the purposes of the trust estate. If the receiver, receiver-manager, liquidator, custodian, or trustee disclaims this Sublease or surrenders possession, the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Premises and the Buildings without being liable for any prosecution or damages therefor, and may repossess and enjoy the Premises and the Buildings and all fixtures and improvements in and on them, except fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants and that are not part of the Buildings or the Premises; and such receiver, receiver-manager, liquidator, custodian, or trustee will execute a surrender or assignment to the City in registrable form;
- (b) entry into possession of the Premises and the Buildings by the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee and occupation of them by it while required for the purposes of the performance of its duties in its office will not be deemed to be evidence of an intention on its part to retain the Premises and the Buildings, nor affect its right to disclaim or to surrender possession pursuant to the provisions of Section 17.1; and
- (c) if after occupation of the Premises and the Buildings, the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee elects to retain them, and thereafter sells, transfers, or otherwise disposes of the Sublease, the Premises, and the Buildings and all interests and rights of the Subtenant in them and under this Sublease to a person approved by the court as provided by Section 17.1, its liability and the liability of the Subtenant and the Subtenant's estate for the payment of the Rent, if any, is limited to the period of time during which the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee remains in possession of the Premises and the Buildings.

## **17.3 No Abatement of Rent**

The receiver, receiver-manager, liquidator, custodian, or trustee will pay to the City for the period during which the receiver, receiver-manager, liquidator, custodian, or trustee has taken possession of or is managing the Premises and the Buildings pursuant to Section 17.1 the Rent calculated on the basis of this Sublease and payable in accordance with the terms of this Sublease.

## **18. DEFAULT BY SUBTENANT**

### **18.1 Re-entry on Certain Defaults by Subtenant**

The City and the Subtenant agree that if:

- (a) the Subtenant defaults in payment of Basic Rent and such default continues for a period of 30 days after written notice of such default has been given by the City to the Subtenant; or
- (b) the Subtenant defaults in ensuring Commencement of Construction or Substantial Completion of the Buildings by the dates specified in Section 4.3 (subject to adjustment under section 10) and such default continues for a period of 15 days after written notice of intention to terminate this Sublease by reason of such default has been given by the City to the Subtenant,

the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Premises and the Buildings without being liable to any prosecution or damages therefor and may repossess and enjoy the Premises, the Buildings and all fixtures and improvements on the Premises except fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises, as liquidated damages, without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty (provided however that where the Subtenant has defaulted in the Commencement of Construction or the Substantial Completion of the Buildings as specified in Section 18.1(b) then a portion of the Basic Rent will be refunded to the Subtenant as provided in Section 4.4) and without forfeiture or waiver of the covenants to be performed by the Subtenant up to the date of such re-entry and repossession.

### **18.2 Forfeiture on Certain Other Defaults by Subtenant**

The City and the Subtenant agree that if the Subtenant defaults in performing or observing any of its covenants or obligations under this Sublease (other than those referred to in Section 18.1) and the City has given to the Subtenant notice of such default and at the expiration of 30 days after the giving of such notice the default continues to exist or, in the case of a default that cannot with due diligence be cured within the period of 30 days, the Subtenant fails to proceed promptly after the giving of such notice to cure such default then the City or the City's agents or

employees shall be authorized to re-enter the Premises and the Buildings without being liable to any prosecution or damages therefor, and repossess and enjoy the Premises and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises), as liquidated damages, without such re-entry and repossession working a forfeiture or waiver of the Rent and other money paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Subtenant up to the date of such re-entry and repossession.

### **18.3 Co-Termination with Parkade Sublease**

The City and the Subtenant agree that the City may terminate this Agreement at any time the City and the Subtenant, or an Affiliate of the Subtenant, are not parties to a ground sublease of lands adjacent to the Premises under which the Subtenant shall construct and operate a parkade to serve the Kelowna International Airport. The City shall not be liable to any prosecution or damages therefor, and may repossess and enjoy the Premises and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises), as liquidated damages, without such re-entry and repossession working a forfeiture or waiver of the Rent and other money paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Subtenant up to the date of such re-entry and repossession.

This section shall be of no force and effect if by the date set out in section 28.2 of this Sublease:

- (a) the parties have not entered into a sublease for the construction of a parkade on lands adjacent to the Premises; and
- (b) the City waives the condition precedent set out in Section 28.2(a) by providing notice to the Subtenant.

### **18.4 Remedies of City Are Cumulative**

The remedies of the City specified in this Sublease are cumulative and are in addition to any remedies of the City at law or equity. No remedy will be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified in this Sublease or at law or equity. In addition to any other remedies provided in this Sublease, the City will be entitled to restrain by injunction any violation or attempted or threatened violation by the Subtenant of any of the covenants or agreements under this Sublease.

## **18.5 Waiver by City**

The failure of the City to insist upon the strict performance of any covenant or agreement of this Sublease will not waive such covenant or agreement, and the waiver by the City of any breach of any covenant or agreement of this Sublease will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the City of rent or other moneys due under this Sublease with knowledge of any breach of any covenant or agreement by the Subtenant will not waive such breach. No waiver by the City will be effective unless made in writing.

## **19. COVENANTS OF CITY**

### **19.1 Covenant Respecting Charges and Encumbrances**

The City covenants with the Subtenant that the City has a good and marketable leasehold interest in the Lands and that the City has not at any time prior to the reference date of this Sublease made, done, committed, executed, or wilfully or knowingly permitted any act, deed, matter, or thing whatsoever whereby the City's leasehold interest in the Lands or any part of the Lands are charged or encumbered in title or estate.

### **19.2 Covenant Respecting Authority to Sublease**

The City covenants with the Subtenant that it now has in itself good right, full power, and authority to sublease the Premises to the Subtenant in the manner and according to the true intent of this Sublease.

## **20. CONDUCT ON LANDS AND BUILDINGS**

Taking into account that during construction of the Buildings the Premises will be operated as a normal construction site, the Subtenant covenants and agrees with the City that it will not carry on or do, or allow to be carried on or done upon the Premises or in the Buildings any work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

## **21. SURRENDER OF SUBLEASE**

At the expiration or sooner determination of the Term, the Subtenant will surrender the Premises and the Buildings to the City in the condition in which they were required to be kept by the Subtenant under the provisions of this Sublease, except as otherwise expressly provided in this Sublease. Subject to Section 29.2, the Subtenant will not be entitled to any compensation from the City for surrendering and yielding up the Premises and the Buildings as provided.

## **22. QUIET ENJOYMENT AND OWNERSHIP OF SUBTENANT'S FIXTURES**

### **22.1 Covenant for Quiet Enjoyment**

If the Subtenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Subtenant's part contained, the Subtenant will and may peaceably enjoy and possess the Premises for the Term, without interruption or disturbance whatsoever from the City or any other person, firm, or corporation lawfully claiming from or under the City, except for the City's express rights under this Sublease to enter upon and use the Premises, or to permit others to do so.

### **22.2 Ownership of Subtenant's Fixtures**

The Subtenant may confer upon sub-subtenants or occupants of the Buildings the right of property in, or the right to remove fixtures or improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises. The Subtenant will make good, or will cause such subtenants to make good, any damage to the Buildings caused by any removal of the subtenant's fixtures and personal property. If any such subtenant's fixtures and personal property are not removed upon the termination of this Sublease, the Subtenant agrees to remove them at its cost, if requested to do so by the City, within 30 days of the termination of this Sublease. If the City does not request that the Subtenant remove any such subtenant's fixtures and personal property, then upon the termination of this Sublease they will become the absolute property of the City free of all encumbrances.

### **22.3 City's Right to Further Encumber**

The City hereby reserves the right to further charge the Premises, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority; and the Subtenant agrees to observe and comply with the terms of any such easement, right of way, or restrictive covenant. The City shall indemnify and hold harmless the Subtenant for any injury, costs, losses, or damages that the Subtenant may suffer or incur as a result of such further charge or easement.

### **22.4 Ownership of the Buildings**

The City and the Subtenant agree that the title to and ownership of the Buildings and all alterations, additions, changes, substitutions, or improvements to them will at all times during the Term be vested in the Subtenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Buildings in the City as owner of the leasehold interest under the Head Lease. The title to and ownership of the Buildings will not pass to or become vested in the City until the expiration of the Term either by forfeiture, default, or lapse

of time under the terms of this Sublease, in which event the Buildings will become the absolute property of the City free of all encumbrances.

## **22.5 Expropriation**

If the Premises or any portion thereof are expropriated by an expropriating authority other than the City of Kelowna or condemned at any time during the Term, the City shall have no liability to the Subtenant for the City's inability to fulfill any of its covenants herein from the date possession is taken by or on behalf of such expropriating authority. In each such event the City and the Subtenant may seek compensation separately from the expropriating authority. The City and the Subtenant shall cooperate in seeking such compensation, and if a joint award of compensation is made against the expropriating authority, the compensation shall be divided as agreed between the City and the Subtenant and, failing agreement, within 60 days of the award, as determined by arbitration.

## **23. OVERHOLDING**

The Subtenant covenants and agrees with the City that if the Subtenant holds over and the City accepts Rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month, at a rent that is the Fair Market Rent of the Premises as agreed between the City and the Subtenant, or, failing such agreement, as determined by arbitration, and not a tenancy from year to year and will be subject to the covenants and conditions in this Sublease so far as they are applicable to a tenancy from month to month.

## **24. NOTICE**

All notices, demands, and requests that may be or are required to be given pursuant to this Sublease will be in writing and will be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered addressed to the parties at the addresses set out on the title page of this Sublease, or such other addresses as the parties may from time to time advise by notice in writing, or emailed to the following respective email addresses: to the City – [ylwadmin@kelowna.ca](mailto:ylwadmin@kelowna.ca), to the Subtenant [Attention: R. Thomas Gagliardi, CEO at tgagliardi@northland.ca; with a copy to Scott Thomson, VP Real Estate at scott.thomson@northland.ca](#); and a further copy to Stephen Jackson, corporate counsel at [sjackson@northland.ca](mailto:sjackson@northland.ca). The date of receipt of any such notice, demand, or request will be deemed to be the date of delivery if such notice, demand, or request is served personally or if mailed on the second business day following the date of such mailing, provided however that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown of postal service, or other labour dispute that affects the delivery of such notice, then such notice will be deemed to be received when actually delivered. If notice is emailed, the date of receipt shall be the same business day if sent prior to 4:00 PM Pacific Standard Time and if emailed at any other time the date of receipt shall be the next business day. If notice is provided by email, the sender shall also send such notice by registered mail to

the recipient at the addresses noted on the first page of this Sublease, with attention to corporate counsel if such notice is sent to the Subtenant and attention to the City Clerk if such notice is sent to the City.

## **25. ENVIRONMENTAL**

### **25.1 Environmental Provisions**

The Subtenant covenants and agrees with the City to:

- (a) develop and use the Premises and Buildings only in compliance with all Environmental Laws;
- (b) permit the City to investigate the Premises and Buildings, any goods on the Premises or Buildings, and the Subtenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Sublease;
- (c) at the reasonable request of the City, obtain from time to time at the Subtenant's cost a report from an independent consultant designated or approved by the City verifying compliance with Environmental Laws and this Sublease or the extent of any non-compliance;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, or Release Environmental Contaminants on or from the Premises or Buildings without notifying the City in writing and receiving prior written consent from the City, which consent may be withheld in the sole discretion of the City;
- (e) promptly remove any Environmental Contaminants from the Premises or Buildings in a manner that conforms to Environmental Laws governing their removal;
- (f) notify the City in writing of:
  - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Subtenant, the Premises, or the Buildings pursuant to any Environmental Laws;
  - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Subtenant, the Premises, or the Buildings relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and

- (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Premises or Buildings or any real property adjoining or in the vicinity of the Premises that could subject the Subtenant, the Premises, or the Buildings to any fines, penalties, orders, or proceedings under any Environmental Laws; and
- (g) indemnify, defend, and save harmless the City and its elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses (including, without limitation, diminution in value), orders, fines, penalties, costs, and expenses whatsoever (including without limitation any and all environmental or statutory liability for remediation, all legal fees and expenses on a full indemnity basis, all consultants' fees and expenses, and all costs of removal, treatment, storage, and disposal of Environmental Contaminants and remediation of the Premises, Buildings, and any adjacent property) that may be paid by, incurred by, or asserted against the City or its elected and appointed officials, officers, employees, agents, representatives, successors, or assigns, during or after the Term (or any extension or renewal of the Term), arising from or in connection with any breach of or non-compliance with the provisions of this Article 25 by the Subtenant or arising from or in connection with:
  - (i) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any government authority, against any one or more of them pursuant to or under Environmental Laws; or
  - (ii) the presence of any Environmental Contaminants in, on, at, or under the Premises or Buildings, or any Release or alleged Release of any Environmental Contaminants at or from the Premises or Buildings,

related to or as a result of the use and occupation of the Premises by the Subtenant or those for whom it is in law responsible or any act or omission of the Subtenant or any person for whom it is in law responsible, including, without limitation, its employees, agents, contractors, subcontractors, subsubtenants, permittees, and licensees, but not including any prior owners or occupiers of the Premises or Lands.

The Subtenant acknowledges and agrees that the City conducted a Stage 1 Preliminary Site Investigation of the Premises, a copy of the results of which are attached to this Sublease as Schedule D (the "Baseline Report"). No earlier than 90 days, and no later than 30 days, prior to the expiry of the Term the Subtenant shall conduct a Stage 1 Preliminary Site Investigation, or an environmental assessment of similar investigative

rigour to the satisfaction of the City, of the Premises and shall share the Subtenant's report with the City. If the Subtenant's report reveals the presence of Contaminants which were not identified in the Baseline Report, the Subtenant shall be responsible for conducting such further investigations and promptly removing the Subtenant's Contaminants from the Premises and Buildings, in a manner that conforms to Environmental Laws governing their removal, at the Subtenant's cost.

## **25.2 City May Make Inquiries**

The Subtenant hereby authorizes the City to make inquiries from time to time of any government authority with respect to the compliance by the Subtenant with Environmental Laws, and the Subtenant agrees that the Subtenant will from time to time provide to the City such written authorization as the City may reasonably require in order to facilitate the obtaining of such information.

# **26. SUBTENANT REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

## **26.1 Subtenant Representations and Warranties**

The Subtenant represents and warrants to the City that:

- (a) the Subtenant has the capacity and power to enter into the Sublease; and
- (b) the Subtenant has completed all necessary resolutions and other preconditions to the validity of this Sublease.

## **26.2 Subtenant Acknowledgments and Agreements**

The Subtenant acknowledges that:

- (a) this Sublease is subject to the Head Lease and all of its terms, restrictions, and limitations, and the Subtenant has no greater interest in the Premises than the City under the Head Lease and, to the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease. The Head Lease shall be made available to the Subtenant upon request.
- (b) the Head Lease expires in 2054. The Subtenant acknowledges that there is no guarantee that the Head Lease will be renewed or renewed on the same terms.
  - (i) In the event that the Kelowna International Airport ceases operations the Subtenant agrees that except as expressly set out in this Sublease it shall have no claim against the City and the Subtenant hereby releases the City, Head Landlord

and their elected officials, employees and agents from any and all claims, losses, damages, costs, expenses, and liabilities of any nature which the Subtenant may suffer as a result of the Kelowna International Airport ceasing operation. For certainty, the Subtenant acknowledges and agrees that the Kelowna International Airport's ceasing operation shall have no effect on the validity of this Sublease.

- (ii) In the event that term of the Head Lease is renewed but on terms and conditions that differ materially from those of the Head Lease as they read on the date this Sublease was fully executed and such amended terms materially affect the operations of the Subtenant under this Sublease, the parties shall work cooperatively and in good faith to negotiate an amendment to this Sublease, and failing agreement within 60 days either party may submit the matter to arbitration in accordance with Article 31.

## **27. HEAD LEASE**

### **27.1 Head Lease Covenant**

The Subtenant hereby covenants that it will perform and observe all the covenants on the part of the City to the Head Landlord under the provisions of the Head Lease other than the covenant to pay rent thereunder and other than the covenants relating to the Lands other than the Premises, and will indemnify the City against all actions, expenses, claims and demands brought by the Head Landlord in respect of such covenants except as aforesaid.

### **27.2 Head Lease Termination**

- (a) Upon termination of the Head Lease for any reason (including default by the City), this Sublease will immediately terminate without any compensation payable to the Subtenant. Notwithstanding this, the City shall remain liable to the Subtenant in the event that the Head Lease is terminated by the City (but not when termination is simply consented to by the City), or as a result of the gross negligence or willful misconduct of the City.
- (b) Notwithstanding Section 27.2(a), if:
  - i. the termination of the Head Lease is not in any manner disputed;
  - ii. the City has yielded up vacant possession of the Premises to the Head Landlord;
  - iii. immediately preceding the termination of the Head Lease, all airport subleases, including this Sublease, are in full force and effect and the sublessees, including

- the Subtenant, at the termination of the Head Lease, are not in default or breach of their respective subleases;
- iv. the Head Landlord is not legally prohibited by reason of defect in title, adverse possession, or otherwise from fulfilling the terms of any of the airport subleases, including this Sublease;

then this Sublease shall, at the Head Landlord's option, be deemed to have been assigned to the Head Landlord and the Subtenant shall attorn to the Head Landlord, thereby creating a new lessor/lessee relationship under the terms and conditions of this Sublease under which the Head Landlord is the landlord and the Subtenant is the tenant; provided, however, that the Head Landlord reserves the option to amend the new lease therein created from time to time in accordance with policy or policies in effect at that time.

The Subtenant acknowledges that unless and until the Head Landlord exercises its option under this section, this Sublease creates no privity of estate nor privity of contract between the Subtenant and the Head Landlord.

## **28. CONDITIONS PRECEDENT**

### **28.1 Subtenant's Conditions Precedent**

The Subtenant's rights and obligations under this Sublease, with the exception of the obligation to pay the Deposit and the rights under Section 12.2, are subject to satisfaction or waiver of the following conditions precedent:

- (a) on or before the date that is ninety (90) days following the City Condition Removal Date the Subtenant shall be satisfied, in its sole discretion, with the results of all searches, reviews and investigations which the Subtenant, in its sole discretion, deem advisable with respect to the Premises including, without limitation, the feasibility of the Subtenant subleasing and financing the sublease of the Premises and the construction of the Building, the state of title to the Premises (including as to the presence of any charges or encumbrances, whether registered or pending, that reasonably may adversely affect the Premise's use or value), the rezoning potential for the Premises, physical and engineering inspection of the Premises, compliance with all applicable laws and regulations, any agreements with third parties affecting the Premises or any improvements thereon, environmental audits, soil tests, any permitted encumbrances;
- (b) on or before the date that is fifteen (15) months after the City Condition Removal Date, the Subtenant's receipt of development and building permit approvals for the construction of the Buildings, such building permit(s) to be based on plans and

specifications approved by the City under section 4.1 herein, with the Subtenant obligated to expend commercially reasonable efforts to pursue approvals; and

- (c) on or before the date that is one hundred (100) days following the date this Sublease is fully executed, the Subtenant shall be satisfied, acting reasonably, with parking arrangements agreed to between the parties that are substantially similar to those contemplated under subsection 30.7 of this Sublease. This condition shall be considered automatically waived in the event that the parties enter into a ground sublease for the construction of a parkade as contemplated in section 28.2(a) of this Sublease.

These conditions precedent are for the benefit of the Subtenant and may be waived by the Subtenant in its sole discretion. If these conditions precedent are not fulfilled or waived within the time provided, this Sublease is at an end, the City shall return the Deposit to the Subtenant, and each party shall have no further obligations to nor rights against the other in respect of this Sublease.

## **28.2 City's Conditions Precedent**

The City's rights and obligations under this Sublease are subject to satisfaction or waiver of the following conditions precedent:

- (a) on or before the date that is ninety (90) days following the date this Sublease is fully executed, the City and the Subtenant shall have entered into a ground sublease of lands adjacent to the Premises under which the Subtenant shall construct and operate a parkade to serve the Kelowna International Airport, with the parties agreeing that they shall use reasonable commercial efforts to negotiate and conclude the terms of such sublease; and
- (b) on or before the date that is ninety (90) days following the date this Sublease is fully executed, the City shall be satisfied, in its sole discretion, with the cost and design of providing utility services to the boundary of the Premises and to relocate utilities presently located on the Premises.

These conditions precedent are for the benefit of the City and may be waived by the City in its sole discretion. If these conditions precedent are not fulfilled or waived within the time provided, this Sublease is at an end, the City shall return the Deposit to the Subtenant and each party shall have no further obligations to nor rights against the other in respect of this Sublease.

## **29. RENEWAL**

### **29.1 Renewal of Lease**

The Term of this Sublease shall be automatically renewed and extended by the same period by which the term of the Head Lease is renewed and extended from time to time, provided, however, that:

- (a) the Term of this Sublease as renewed or extended shall expire one day prior to the term of the Head Lease as renewed or extended; and
- (b) the cumulative Term of the Sublease, including the initial Term and all renewals and extensions, shall under no circumstances exceed 99 years from the Commencement of Occupation Date, and if by operation of this Section 29.1 an extension of the Head Lease would result in the cumulative Term of this Sublease exceeding 99 years from the Commencement of Occupation Date, the extended Term of this Sublease shall expire at 11:59 PM on the 365<sup>th</sup> day of the 99<sup>th</sup> year following the Commencement of Occupation Date.

## **29.2 Buy Out of Hotel**

Notwithstanding Sections 26.2 and 27.2, in the event that:

- (a) the term of the Head Lease is terminated or not renewed;
- (b) the airport assets on the Lands are transferred or leased to a person who is not the City, an airport operator or an airport authority;
- (c) the Subtenant no longer holds any right to occupy the Premises and the Buildings; and
- (d) the City receives compensation in respect of the Buildings and the Premises as a result of the events detailed in (a) and (b), above

then the City shall pay the Subtenant the then current market value, as determined by an appraisal ordered by the City from an appraiser satisfactory to the parties, for the Buildings and the Premises based on the remaining term of this Sublease based on a cumulative term of this Sublease being 99 years from the Commencement of Occupation Date.

The City will notify the Subtenant when it becomes aware of the possibility of any of the events set out in (a), (b) and (c) occurring and shall provide opportunities for the Subtenant to participate in matters relating to such events.

## **29.3 Right of First Refusal**

In the event that the City becomes the owner in fee simple of the Premises and the City receives an offer to purchase the Premises that it is willing to accept from an offeror who is not an airport operator or airport authority, the Subtenant shall have the right to purchase the Premises. The

purchase price shall be determined by an appraisal ordered by the City from an appraiser satisfactory to the parties and the Subtenant must enter into a binding agreement of purchase and sale with the City within 90 days of the purchase price being determined by the appraisal.

## **30. ADDITIONAL TERMS**

### **30.1 Meeting Rooms**

The City shall be entitled to use the meeting room facilities at the hotel in the Buildings to host City-related events. The City may hold up to six (6) such events per year, including either the first or second Saturday of each December. The City shall provide notice to the Subtenant of such events no less than 30 days prior to the event, unless the City wishes to schedule an event during the holiday season, in which case the City shall give the Subtenant not more than 12 months and not less than 9 months' notice.

### **30.2 Free Stays**

The Subtenant shall provide the City of Kelowna (including airport) 25 free stays per calendar year for business development and related business purposes. The City and Subtenant shall cooperate reasonably to cause such stays, as far as reasonably possible, to take advantage of times when the hotel has rooms that would be otherwise empty.

### **30.3 Climate Change Initiatives**

The Subtenant shall make reasonable efforts to participate in the Kelowna International Airport's Carbon Accreditation Program and other greenhouse gas and climate change initiatives introduced by the Kelowna International Airport from time to time.

### **30.4 Demolition Fund**

Upon the 80<sup>th</sup> anniversary of the Commencement of Occupation Date the Landlord and the Tenant shall, acting reasonably, estimate an amount necessary to demolish and remove the Buildings and restore the Premises to the state they were in prior to the commencement of this Sublease. The amount agreed upon shall be divided into nineteen (19) equal parts and the Subtenant shall pay, into a separate account held jointly in the name of the Subtenant and the Landlord (the "Demolition Fund"), one such equal part on each of the remaining 19 anniversaries of the Commencement of Occupation Date. Such payments shall constitute Additional Rent. Upon expiration or earlier termination of the sublease:

- (a) the amount in the Demolition Fund shall be used to pay for the Tenant's obligations to Restore the Lands and the balance if any paid to the Tenant; or

- (b) the City may, upon written notice to the Tenant, elect to retain the Building in which case the Tenant shall not be required to Restore the Lands and the Demolition Fund will be used towards restoration of the building and the city will retain title of the property.

### **30.5 Signage and Egress**

The Subtenant shall be permitted, during the term of this Sublease, to erect reasonable pylon signage on the Lands near the intersection of Highway 97 and Airport Way to advertise the hotel to be constructed under this Sublease and the parkade to be constructed by the Subtenant. Such signage shall be approved by the City, acting reasonably, and shall comply with applicable City of Kelowna bylaws and any other jurisdictions having authority.

The City agrees to allow the Subtenant (including its customers, guests, clients, employees, contractors, consultants and agents) to have access and egress over the Lands so as to enter the Premises, without costs or charge, for all lawful and proper purposes, and agrees to allow all such persons use of the access roads for such purpose. Notwithstanding the foregoing, the Subtenant acknowledges and agrees that the City may charge fees for taxi and shuttle drop-off and pickup at the Premises and the Subtenant shall not enter into any agreements with third party shuttle providers for drop-off and pickup at the Premises (excluding shuttle operators operating shuttles travelling between the Hotel and Revelstoke Mountain Resort).

The City further agrees to allow the Subtenant to construct egress and access from the Premises to (a) the roadways to the Lands to permit vehicle egress and exit from the Premises and (b) to allow for pedestrian access across the roadways on the Lands to allow for the safe travel of pedestrians on pedestrian walkways and over crosswalks to and from the Airport terminal.

### **30.6 5G Telecommunications**

The Subtenant shall not install or operate any "5G" telecommunications works and services on the Premises without the consent of the City, which consent may be withheld by the City in its sole discretion.

### **30.7 Parking**

The Subtenant shall, in conformity with the designs attached to this Sublease as Schedule F and subject to space limitations due to utility corridors, easements and landscaping/setback requirements construct at least 105 surface parking stalls on the Premises.

In the event that, as contemplated in Section 28.2 of this Sublease, the parties enter into a ground sublease of lands adjacent to the Premises under which the Subtenant shall construct and operate a parkade (the "Parkade"):

- (a) a number of parking stalls in the Parkade property equal to 146 less the number of parking stalls constructed on the Premises shall be designated for exclusive use at no charge by the Subtenant's employees and patrons of the Hotel while staying at the Hotel;
- (b) in addition to what is provided for under subsection (i), above, subject to availability the parties shall make reasonable commercial efforts to accommodate the additional parking needs of patrons of the Hotel while staying at the Hotel on a non-exclusive basis at 70% of the daily rate set by bylaw of the City of Kelowna from time to time for parking stalls in the Parkade. This provision in subsection (ii) shall be limited to up to 44 parking stalls within the Parkade at any one time; and
- (c) patrons of the restaurant shall be entitled to two (2) hours of free parking in the Parkade on a non-exclusive basis.

### **31. ARBITRATION**

If the City and the Subtenant do not agree on any matter that is by any provision of this Sublease to be determined by arbitration, such disagreement will be referred to three arbitrators, one of whom will be chosen by the City, one by the Subtenant and the third by the two so chosen, and the third arbitrator so chosen will be the chair. The award may be made by the majority of the arbitrators appointed. If, within 15 days or such extended time as the parties may agree upon, a party who has been notified of a matter referred to arbitration fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party who initiated the arbitration may apply to the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. Each party will pay its own costs of attending the reference. The costs of the arbitrators and the award will be in the discretion of the arbitrators, who may direct to and by whom and in what manner those costs or any part of those costs be paid, and may tax or settle the amount of costs to be paid or any part of those costs, and may award costs to be paid on a full indemnity basis. Except as to matters otherwise provided in this Article, the rules of the Vancouver International Arbitration Centre as amended from time to time will apply. The arbitration shall take place in Kelowna, B.C.

### **32. MISCELLANEOUS**

#### **32.1 Time Is of the Essence**

Time is of the essence of this Sublease.

### **32.2 No Modification**

This Sublease may not be modified or amended except by an instrument in writing of equal formality as this Sublease executed by the City and the Subtenant or by the successors or assigns of the City and the successors or permitted assigns of the Subtenant.

### **32.3 City and Head Landlord Discretion**

Unless stated otherwise, wherever in this Sublease the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City's consent is required, then the City is under a duty to exercise such discretion acting reasonably in all the circumstances.

Wherever in this Sublease the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given the sole discretion:

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
- (b) The City must act reasonably in exercising the approval, consent, opinion or satisfaction;
- (c) However, if the approval, consent, opinion or satisfaction is stated to be in the sole discretion of the City, it shall be deemed to be the sole, absolute and unfettered discretion of the City without any obligation to act reasonably; and
- (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion. For clarity, this subsection (d) shall not affect the City's obligation under subsection (b) to act reasonably in exercising the approval, consent, opinion or satisfaction.

### **32.4 No Effect on Laws or Powers**

Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Sublease had not been fully executed and delivered.

### **32.5 Successors and Assigns**

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the City and the Subtenant and the successors and assigns of the City and the successors and permitted assigns of the Subtenant.

### **32.6 Law of British Columbia**

This Sublease shall be construed according to the laws of the Province of British Columbia.

### **32.7 House of Commons**

No Member of the House of Commons of Canada shall be admitted to any share or part of the sublease granted herein, or to any benefit to arise therefrom.

### **32.8 Counterparts**

This Sublease may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

### **32.9 Electronic Transmission**

The Sublease or a counterpart thereof may be executed by a party and transmitted by electronic transmission and if so executed and transmitted this Sublease will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed agreement.

### **32.10 Schedules**

The following are the schedules to this Sublease and form an integral part of this Sublease:

- Schedule A – Survey Plan of Premises
- Schedule B – Insurance Requirements
- Schedule C – Tripartite Agreement
- Schedule D – Baseline Environmental Report
- Schedule E – Design Requirements
- Schedule F – General Hotel Plans and Specifications for Six and Eight Storey Options
- Schedule G – Servicing Specifications

### **32.11 No Joint Venture**

This Sublease is intended to create only the relationship of sublandlord and subtenant and nothing in this Sublease creates the relationship of principal and agent or of partnership, joint

venture, or business enterprise or gives the Subtenant any power or authority to bind the City in any way.

### **32.12 Entire Sublease**

The provisions in this Sublease constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants, and agreements, whether verbal or written, between the parties with respect to the subject matter of the Sublease.

As evidence of their agreement to be bound by the above terms, the City and Subtenant have each executed this Sublease below on the respective dates written below:

#### **CITY OF KELOWNA**

by its authorized signatory(ies):

---

Mayor:

---

Clerk:

Date: \_\_\_\_\_

#### **NORTHLAND PROPERTIES CORPORATION**

by its authorized signatory(ies):

---



Authorized Signatory

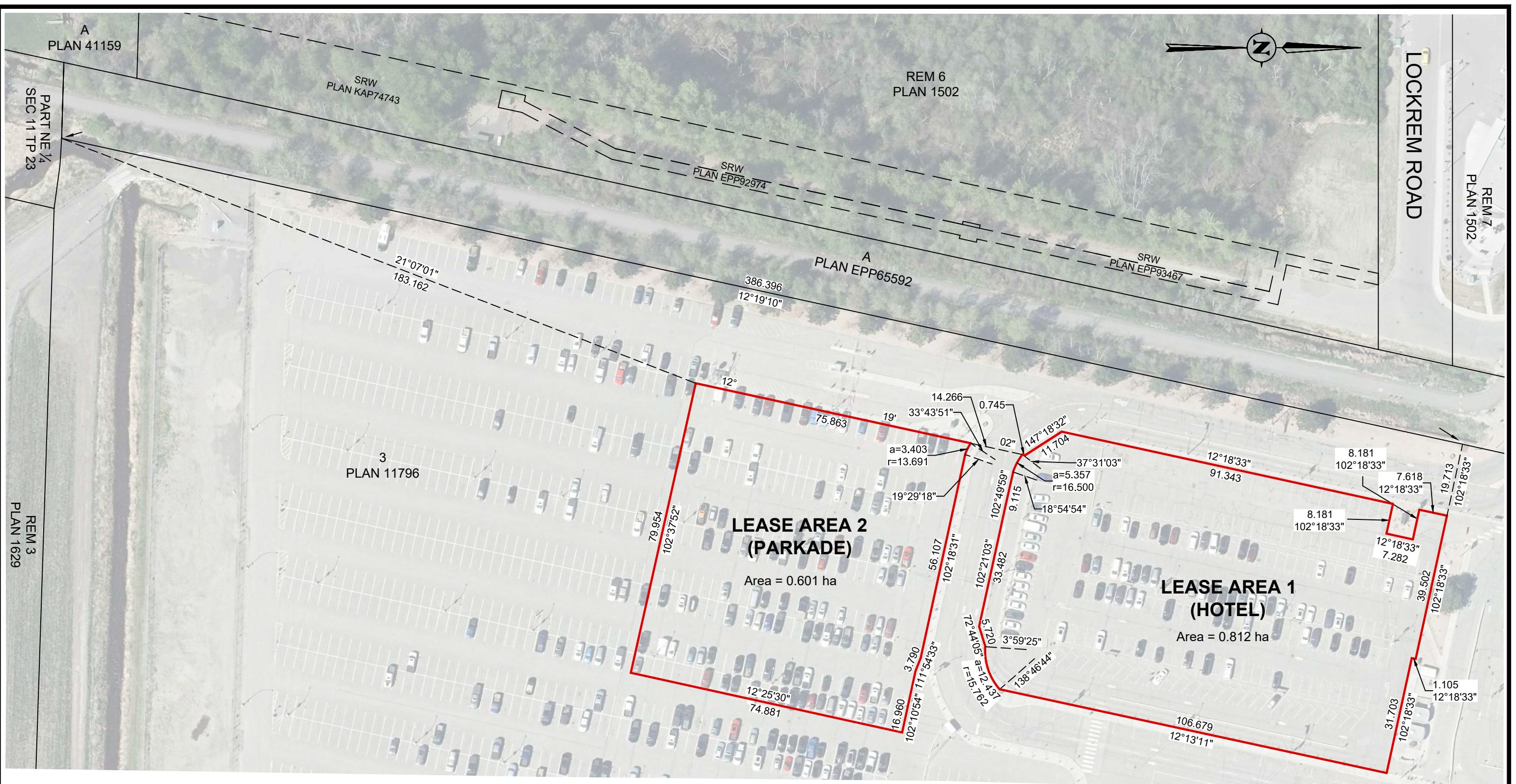
---

Authorized Signatory

Date: September 21st, 2022

**SCHEDULE A**

**SURVEY PLAN OF PREMISES**



**SKETCH PLAN SHOWING LEASE AREAS OVER  
PART OF LOT 3 DISTRICT LOTS 32 AND 120  
SECTION 14 TOWNSHIP 23 OSOYOOS  
DIVISION YALE DISTRICT PLAN 11796**

**VECTOR**  
GEOMATICS LAND SURVEYING LTD.  
111-810 Clement Ave  
Kelowna, B.C. V1Y 7C9  
Ph.: (250) 868-0172  
[www.vectorgeomatics.com](http://www.vectorgeomatics.com)

File: 2201578R1 Date: 06/09/2022  
Drafted by: LW Checked by: CMD

## SCHEDULE B

### Insurance Requirements

#### 1. Subtenant to Provide

The Subtenant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from the date this Sublease is fully executed or such longer period as may be specified by the City.

#### 2. Insurance

As a minimum, the Subtenant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- 2.1 Worker's compensation insurance covering all employees of the Subtenant engaged in this Sublease, services and/or occupancy in accordance with statutory requirements of the province or territory having jurisdiction over such employees;
- 2.2 Comprehensive General Liability Insurance
  - (i) providing for an inclusive limit of not less than \$5,000,000 for each occurrence or accident;
  - (ii) providing for all sums which the Subtenant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this agreement, services and/or occupancy or any operations carried on in connection with the Subtenant's occupation of the Premises;
  - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Subtenant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
  - (iv) providing for the use of explosives for blasting; vibration from pile driving or caisson work; the removal of, or weakening of support of such property, building or land, whether such support shall be natural or otherwise; demolition; or any other work below ground level;

- (v) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- 2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Subtenant directly or indirectly in the performance of this agreement, services and/or occupancy in connection with the Subtenant's commercial operation. The Limit of Liability shall not be less than \$5,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- 2.4 Subtenant's All Risk property insurance, providing for Subtenant's legal liability, providing for an inclusive limit of not less than the value of the Premises and all subleasehold improvements.

3. The City Named as Additional Insured

The policies required by sections 2.2 and 2.3 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. Subtenant's Contractor and Agents

The Subtenant shall require each of its contractors and agents that make use of the Premises or provide services to the Subtenant at the Premises provide comparable insurance to that set forth under section 2.

5. Certificates of Insurance

The Subtenant agrees to submit Certificates of Insurance, in the form of Appendix B-1, attached hereto and made a part hereof, for itself and for all of its Subcontractors to the City on the date that this Sublease is fully executed. Such Certificates shall provide that 30 days' written notice shall be given to the City, prior to any material changes or cancellations of any such policy or policies.

6. Other Insurance

After reviewing the Subtenant's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Sublease and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Subtenant's expense.

7. Additional Insurance

The Subtenant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

8. Insurance Companies

All insurance, which the Subtenant is required to obtain with respect to this Sublease, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

9. Failure to Provide

If the Subtenant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance in the name and at the expense of the Subtenant, and any monies expended by the City shall be repayable by and recovered from the Subtenant. The Subtenant expressly authorizes the City to deduct from any monies owing the Subtenant, any monies owing by the Subtenant to the City.

10. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Subtenant or any subcontractor shall not be held to waive or release the Subtenant, or from any of the provisions of the Insurance Requirements or this Sublease, with respect to the liability of the Subtenant otherwise. Any insurance deductible maintained by the Subtenant or any subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Subtenant as stated in section 9.



City of  
**Kelowna**

SCHEDULE B-1

City staff to complete prior to circulation

City Dept.: \_\_\_\_\_  
Dept. Contact: \_\_\_\_\_  
Project/Contract/Event: \_\_\_\_\_

**CERTIFICATE OF INSURANCE**

**This Certificate is issued to:**

**The City of Kelowna  
1435 Water Street  
Kelowna, BC V1Y 1J4**

**Insured**

Name:
Address:

**Broker**

Name:
Address:

**Location and nature of operation or contract to which this Certificate applies:**

--

Type of Insurance	Company & Policy Number	Policy Dates		<i>Limits of Liability/Amounts</i>
		Effective	Expiry	
<b>Section 1</b> Comprehensive General Liability including: <ul style="list-style-type: none"><li>• Products/Completed Operations;</li><li>• Blanket Contractual;</li><li>• Contractor's Protective;</li><li>• Personal Injury;</li><li>• Contingent Employer's Liability;</li><li>• Broad Form Property Damage;</li><li>• Non-Owned Automobile;</li><li>• Cross Liability Clause.</li></ul>				Bodily Injury and Property Damage  \$ 5,000,000 Inclusive \$ _____ Aggregate \$ _____ Deductible
<b>Section 2</b> Automobile Liability				Bodily Injury and Property Damage \$ 5,000,000 Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company (Insurer or Broker)

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date

## SCHEDULE C

### TRIPARTITE AGREEMENT NON-DISTURBANCE AGREEMENT (SUBTENANT FINANCING)

THIS AGREEMENT dated for reference *[month, day, year]* is made

BETWEEN:

#### CITY OF KELOWNA

1435 Water Street, Kelowna BC V1Y 1J4  
(Fax: *[fax number]*) (Email: *[email address]*)

(the "City")

AND:

*[name of lender]* (incorporation/registration number *[number]*)  
of *[address]* (Fax: *[fax number]*) (Email: *[email address]*)

(the "Lender")

AND:

**NORTHLAND PROPERTIES CORPORATION** (Inc. No. CO839976)  
Suite 300, 1755 West Broadway, Vancouver BC V6J4S5 Suite 300, 1755 West  
Broadway, Vancouver BC V6J4S5  
(Fax: *[fax number]*) (Email: *[email address]*)

(the "Subtenant")

## BACKGROUND

- A. By a sublease dated *[month, day, year]*, the City subleased to the Subtenant those lands defined in the Sublease as the "Premises" (the "Premises") located in Kelowna, British Columbia.
- B. The Subtenant has granted certain security (together, the "Lender's Security") to the Lender including a mortgage of the Sublease (the "Mortgage of Sublease").

- C. As a condition of advancing funds to the Subtenant, the Lender requires the City to confirm certain information to the Lender and to enter into this Agreement with the Lender.

## **AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

### **1. CITY'S CONSENT**

The City hereby consents to the granting and registration of the Mortgage of Sublease; however, this consent does not extend to the other contents of the Lender's Security; nor will it be, or be deemed to be, a consent to any further or other subsublease of the Premises or any part of the Premises or to any assignment of the Sublease or any further parting of possession of the Premises or any part of them; nor will it be, or be deemed to be, a waiver of the requirement for the consent of the City to any further or other assignment of the Sublease or subletting or parting with possession of the Premises in whole or in part.

### **2. CITY'S REPRESENTATIONS AND WARRANTIES**

The City represents and warrants to the Lender that:

- (a) a true copy of the Sublease is attached to this Agreement as Appendix B;
- (b) as of the date of this Agreement, the Sublease has not been modified or amended and constitutes the entire agreement between the City and the Subtenant in connection with the Premises, except as set out in Appendix A to this Agreement;
- (c) to the best of the City's knowledge, information, and belief, the Sublease is in good standing and the Subtenant is not presently in default under the Sublease; and
- (d) to the best of the City's knowledge, information, and belief, the Subtenant has not previously assigned or sublet its interest in the Premises or the Sublease.

### **3. CITY'S COVENANTS**

#### **3.1 General Covenants**

The City covenants and agrees with the Lender that, notwithstanding anything to the contrary in the Sublease, the City will:

(a) in connection with matters relating to the Sublease, provide to the Lender such information as may reasonably be required by the Lender from time to time in order to remedy any default by the Subtenant under the Sublease or to advise the Lender as to the status of the Sublease;

(b) give the Lender a period of 30 days (or such longer period of time as is reasonably required by the Lender in the circumstances to remedy) after the Lender's receipt of notice from the City of a breach or default by the Subtenant under the Sublease to cure any such breach or default, provided that the Lender will have no liability to cure any default in the following circumstances:

(i) an execution, attachment, distress, or similar process is taken against any of the assets of the Subtenant;

(ii) a trustee, receiver, or receiver-manager (each a "Receiver") is appointed for any business or assets of the Subtenant;

(iii) the Subtenant makes an assignment for the benefit of creditors;

(iv) the Subtenant makes a bulk sale of all or a substantial portion of its assets;

(v) the Subtenant becomes bankrupt or insolvent or takes the benefit of any law now or hereafter in force for bankrupt or insolvent debtors;

(vi) the Subtenant is a corporation and an order is made for the winding up or termination of the corporate existence of the Subtenant; or

(vii) any other default by the Subtenant under the Sublease that cannot be remedied by the Lender

(each, a "Non-curable Default"). If such breach or default, other than a Non-curable Default, is remedied within the period referred to in this Section, the City will not terminate the Sublease and the City will have no other rights against the Lender with respect to such breach or default;

(c) at the Lender's request, and with the consent of the Subtenant, permit the Lender to enter the Premises to cure any default;

(d) not unreasonably withhold consent to the assignment of the Sublease or subletting or other parting with possession of the Premises requested by the Lender;

- (e) endeavour to periodically notify the Lender of any default of the Subtenant of which it is aware, but will have no liability to the Lender if it fails to do so; and
- (f) endeavour to notify and obtain the consent of the Lender to any surrender of the Sublease or material modifications of the Sublease, but will have no liability to the Lender if it fails to notify or to obtain such consent from the Lender.

### **3.2 Lender's Liability for Subtenant's Obligations**

The City covenants and agrees with the Lender that, notwithstanding anything to the contrary contained in the Sublease, if the Lender takes enforcement proceedings under the Mortgage of Sublease and advises the City of its intention to cause the Sublease to be maintained, the Lender will only be liable for:

- (a) the payment of arrears of Rent that are outstanding and any other breach by the Subtenant of any of the Subtenant's obligations under the Sublease (except for a Non-curable Default) on which the City had given notice to the Lender of the City's intention to act before the commencement of enforcement proceedings by the Lender; and
- (b) the performance of the Subtenant's obligations under the Sublease during any period of actual possession of the Premises by the Lender or in the absence of actual possession, then from the time of commencement of enforcement proceedings by the Lender until any assignment or transfer of the Subtenant's interest under the Sublease or any surrender, cancellation, or other termination of the Sublease.

### **3.3 No Seizure for Default**

The City covenants and agrees with the Lender that the City will not, for non-payment of Rent or any other default under the Sublease, seize any equipment, inventory, goods, or other moveable assets of the Subtenant mortgaged or charged in favour of the Lender under the Lender's Security without first giving 30 days' notice to the Lender regarding the City's intent to seize such equipment, inventory, goods, or other moveable assets, and allowing the Lender during the 30-day period to cure the default, should the Lender elect to do so by notice in writing delivered to the City within 10 days of receipt of the City's notice of default.

### **3.4 Exercise of Rights**

If the City does not receive the Lender's notice as required under Section 3.3 in this Agreement, or if the City having received such notice the default is not remedied within the 30-day notice

period, the City will be entitled to exercise its rights and remedies under the Sublease as if this Agreement had not been executed and delivered.

### **3.5 No Requirement to Advance Funds**

The City acknowledges that it is aware that the Lender will be relying on the representations, warranties, covenants, and agreements of the City contained in this Agreement in determining whether or not to advance funds to the Subtenant, except that nothing contained in this Agreement will impose or be deemed to impose any obligation or liability on the Lender to advance such funds.

## **4. LENDER'S COVENANTS**

### **4.1 General Covenants**

The Lender covenants and agrees with the City that:

- (a) it will not assign the Mortgage of Sublease or further sublet the Premises or any part of the Premises or part with possession of the Premises without the prior written consent of the City, which consent will not be unreasonably withheld or delayed;
- (b) it will indemnify and save the City harmless with respect to any claims arising in any way in respect of the Lender's entry and activities at the Premises; and
- (c) if the City does not receive the Lender's notice that it intends to remedy a default of the Subtenant, as provided in Section 3.1(b), or if the City having received such notice the default is not remedied within the period specified in that section, the City will be entitled to exercise its rights and remedies under the Sublease and at law as if this Agreement had not been entered into with the Lender.

### **4.2 Removal/Sale of Goods and Business**

Notwithstanding this Agreement, the Lender will not be allowed to use the Premises to conduct a bankruptcy, receivership, or liquidation sale of the Subtenant's goods or business provided that this will not prevent the Lender from removing the property of the Subtenant from the Premises subject to the City's right of distress, or from selling the business of the Subtenant as a going concern subject to the City's consent to any assignment or subsublease of the Sublease or other parting with possession of the Premises, as provided in the Sublease.

### **4.3 City's Right to Repair and Receive the Insurance Proceeds**

The Lender covenants and agrees that it shall comply with the obligations of the Mortgagee under section 6.4 of the Sublease to pay insurance monies to the City in the circumstances set out in that section.

## **5. SUBTENANT'S COVENANTS**

### **5.1 Subtenant's Indemnity**

The Subtenant hereby indemnifies and saves harmless the City for any and all additional costs, damages, title clearing, or other similar costs and expenses related to the City entering into this Agreement. This indemnity shall survive the expiry of the Term or any termination of the Sublease or this Agreement.

### **5.2 Subtenant's Consent**

The Subtenant acknowledges and consents to the provisions of this Agreement.

## **6. GENERAL**

### **6.1 Notice**

Any notice under this Agreement must be given in writing and be sent by email or fax or delivered addressed to the party to which notice is to be given at the recipient party's address, email, or fax number set out on the first page of this Agreement (or to such other address, email, or fax number as a party may specify by notice given in accordance with this section) and such notice will be deemed to have been given at the time of transmission or delivery if such transmission or delivery occurs before 4:00 PM Pacific Standard Time on a business day, and to have been given on the next business day if transmitted or delivered at any other time.

### **6.2 Meaning of Terms**

The parties covenant and agree that any reference in this Agreement to the "Sublease" will include any extensions or renewals of the Sublease pursuant to the terms of such extension or renewal. All capitalized terms will have the meaning assigned to them in this Agreement and, if not specifically defined in this Agreement, will have the meaning assigned to them in the Sublease.

### **6.3 Time of Essence**

Time is of the essence of this Agreement.

#### **6.4 Enurement**

This Agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors, and permitted assigns.

#### **6.5 Sale of Land**

If the City sells the land on which the Premises are located, the City will be relieved from any liability under this Agreement from and after the closing of the sale if the purchaser agrees to assume the obligations of the City under this Agreement.

#### **6.6 Rights of City Retained**

Except as expressly provided for in this Agreement, neither this Agreement nor the Lender's Security will derogate from the rights and remedies of the City as provided for in the Sublease and at law.

#### **6.7 Effective Date of Agreement**

This Agreement, including without limitation the City's consent to the Mortgage of Sublease contained in the Lender's Security, will only be effective on its execution and delivery by all parties until the earlier of the date when:

- (a) the Mortgage of Sublease is discharged;
- (b) the Term of the Sublease expires without extension or renewal;
- (c) the Lender assigns its subleasehold interest (if any) in the Sublease in accordance with the terms of the Sublease, as modified by this Agreement;
- (d) the Sublease is terminated by the City in accordance with the terms of the Sublease, as modified by this Agreement; or
- (e) the Lender advises the City that its Mortgage of Sublease is no longer in effect,

provided that nothing in this section releases the Subtenant from any of its obligations under the Sublease.

#### **6.8 Entire Agreement**

This Agreement contains the entire agreement between the parties to it and will not be modified, waived, or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, waiver, or cancellation is sought.

## **6.9    Further Assurances**

Each of the parties to this Agreement will do all such further acts and things and execute and deliver all such further documents or instruments as may be reasonably required by any other party or as may be reasonably necessary to effect the purpose of and to carry out the provisions of this Agreement.

## **6.10    Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. Further, the parties agree that this Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record will be valid, and effective to bind the party so signing, as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

### **NORTHLAND PROPERTIES CORPORATION**

Per: \_\_\_\_\_  
                    Authorized Signatory

Per: \_\_\_\_\_  
                    Authorized Signatory

### **CITY OF KELOWNA**

Per: \_\_\_\_\_  
                    Authorized Signatory

Per: \_\_\_\_\_  
                    Authorized Signatory

[LENDER]

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE D**

**BASELINE ENVIRONMENTAL REPORT**

**Phase I Environmental Site Assessment  
Portions of 5533 Airport Way, Kelowna BC**



Prepared By:  
Ecoscape Environmental Consultants Ltd.



Prepared For:  
City of Kelowna

September 7, 2022

## **Portions of 5533 Airport Way**

---

### **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Prepared For:

City of Kelowna

c/o

Kelowna International Airport  
5583 Airport Way  
Kelowna, BC

Prepared By:

Ecoscape Environmental Consultants Ltd.  
#102 – 450 Neave Court  
Kelowna, B.C.  
V1V 2M2

EGBC Permit to Practice No.: 1002638

September 7, 2022  
Version 1  
File No. 22-4383



#### **Version Control and Revision History**

Version	Date	Prepared By	Reviewed By	Notes/Revisions
A	September 7, 2022	DW	GF	Draft for internal review
1	September 7, 2022	DW	GF	Final Copy Issued to Client

## EXECUTIVE SUMMARY

Ecoscape Environmental Consultants Ltd. (Ecoscape) was retained by City of Kelowna (the Client) to complete a Phase I Environmental Site Assessment (Phase I ESA) of two portions of the property located near the south-west corner of Portions of 5533 Airport Way (herein referred to as the Site) as shown on Figure 1. The Site is approximately 3.4 acres in area.

The Site is currently developed with a paved parking lot and is free of any permanent structures and/or buildings.

Ecoscape was advised by the Client that the purpose of the Phase I ESA was to assess potential issues of environmental concern in relation to the potential development of the Site.

Ecoscape understands that this Phase I ESA is not intended for submission to the BC Ministry of Environment and Climate Change Strategy (ENV). Regulatory reports require more technical data and assessment than what is typically required for financing and/or due diligence purposes and, therefore, requires additional information and effort to prepare. If submission to the ENV is necessary at a later date, additional assessment may be required.

Ecoscape has completed this Phase I ESA using current and historical records available for the Site. The Contaminated Sites Technical Guidance 10 document *Guidance for a Stage 1 Preliminary Site Investigation*, was referenced during completion of this assessment. This Phase I ESA report was also completed in general accordance with guidelines provided by the Canada Mortgage and Housing Corporation (CMHC) and in CSA Standard Z768-01 *Phase 1 Environmental Site Assessment*. A detailed records search and Site visit was completed to assess the potential for environmental risk including areas of potential environmental concern (APECs) and associated potential contaminants of concern (PCOCs) to be present at the Site.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other anecdotal information, Ecoscape provides the following conclusions and recommendations:

- The Site has been used for car parking in its northern and southern portions since circa 1985 and 2001, respectively. Prior to their development as paved parking and access routes, the Site was vacant and undeveloped. The Site is zoned as CD12P- Airport. Historical land title records indicate the property titles were transferred among various individuals until 1959, at which time the City of Kelowna released the property back to Crown, presumably to further develop the airport

- An ENV Site Registry search for a 1 km<sup>2</sup> area centered on the Site was conducted on September 7, 2022. No entries are present for the Site and nearby surrounding area.
- Immediately adjacent properties are currently and historically have been paved parking lots and access routes, with the exception of the airport terminal building which has been extended southwards over time to approximately 50 m east of the Site. Industrial activities are unlikely to have occurred on the Site or nearby surrounding area in the past.
- No evidence of large-volume hazardous material releases was observed on the Site during the assessment.
- No buildings are present on-Site, therefore the presence of asbestos-containing materials or lead-based paints on the Site is unlikely.
- No evidence of a domestic or irrigation water well was observed on the Site, however the BC ENV Water Resources Atlas suggests the existence of a historical supply well on the eastern edge of the proposed hotel portion of the Site. Until recently, filing of water well records with the BC ENV was voluntary, so it is possible that additional domestic/irrigation wells associated with the Site may be present.
- This Phase I ESA identified no on-Site or off-Site APECs.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other available information, the likelihood of past and present use to have negatively impacted the environmental condition of the property is considered to be low. As a result, a Phase II ESA is not warranted at this time. If information becomes available that may materially change the findings presented in this report, Ecoscape should be contacted to reassess the conclusions provided herein.

## TABLE OF CONTENTS

<b>Executive summary .....</b>	<b>i</b>
<b>1.0 Introduction.....</b>	<b>5</b>
<b>2.0 Methodology .....</b>	<b>5</b>
2.1. Qualifications.....	6
<b>3.0 Background.....</b>	<b>6</b>
3.1. Location and Site Description .....	6
3.2. Climate Data .....	7
3.3. Topography, Drainage, Watercourses and Geology .....	8
<b>4.0 Historical Activity and Land Use .....</b>	<b>8</b>
4.1. Previous Investigations .....	8
4.2. Interview .....	10
4.3. Aerial Photograph Review.....	10
4.4. Land Title Search .....	12
4.5. Municipal Records.....	13
4.5.1    Municipal Directories.....	13
4.5.2    Development Records .....	14
4.5.3    Fire Insurance Plans (FIPs) .....	14
4.6. Provincial Records .....	14
4.6.1    Groundwater Wells and Regional Hydrogeology .....	14
4.6.2    Contaminated Sites Registry.....	15
4.6.3    Environmental Database Searches .....	16
<b>5.0 Site Reconnaissance.....</b>	<b>16</b>
5.1. Buildings, Structures and Operations .....	16
5.2. Aboveground Storage Tanks and Underground Storage Tanks.....	17
5.3. Drains, Sumps and Oil Water Separators.....	17
5.4. Historical Fill .....	17
5.5. Chemical Storage, Hazardous Material and Waste.....	17
5.6. Special Attention Items .....	17
5.6.1    Asbestos Containing Materials .....	17
5.6.2    Lead-Based Paints .....	18
5.6.3    Polychlorinated Biphenyls .....	18
5.7. Hydraulic Equipment.....	19
5.8. Water Wells and Water Supply .....	19
5.9. Wastewater .....	19
5.10. Lost and Threatened Streams .....	19
5.11. On-site and Surrounding Area Surface Drainage .....	20
5.12. Surrounding Land Use .....	20
<b>6.0 Conclusions and Recommendations .....</b>	<b>21</b>
<b>7.0 Limitations.....</b>	<b>22</b>
<b>8.0 Closure .....</b>	<b>23</b>
<b>References .....</b>	<b>24</b>

## LIST OF TABLES

Table 1. Site Description .....	7
Table 2. Aerial Photograph Descriptions .....	11
Table 3. City Directory Search – On Site Addresses.....	13
Table 4. BC Site Registry Search – Nearby and Important Sites .....	15
Table 5. Neighbouring Property Descriptions.....	20

## LIST OF FIGURES

FIGURE 1. ....	Site Location and Zoning
FIGURE 2. ....	Site Plan

## LIST OF APPENDICES

APPENDIX A: General Terms and Conditions
APPENDIX B: Figures
APPENDIX C: Aerial Imagery
APPENDIX D: Land Title Records
APPENDIX E: City Directories
APPENDIX F: Development Records
APPENDIX G: Groundwater Well Records
APPENDIX H: BC Online Site Registry
APPENDIX I: Photographs

## 1.0 INTRODUCTION

Ecoscape Environmental Consultants Ltd. (Ecoscape) has been retained by City of Kelowna (the Client) to complete a Phase I Environmental Site Assessment (Phase I ESA) of two portions of the property located at the southwest portion of Portions of 5533 Airport Way (the Site), as shown on Figure 1.

The Client intends to develop The Site and requires this Phase I ESA for due diligence purposes. This Phase I ESA, which includes the review of available information on historical and present land use, provides an assessment of potential environmental risk associated with the Site. This information helped evaluate the potential presence of contaminants, hazardous materials, waste and other substances that may result in impacts to the site soils, groundwater, and soil vapour that could exceed the BC *Contaminated Sites Regulations* (CSR) standards. Environmental sampling is not included within the scope of this Phase I ESA.

Ecoscape understands that this Phase I ESA is not intended for submission to the BC Ministry of Environment and Climate Change (ENV). Regulatory reports require more technical data and assessment than what is typically required for financing and/or due diligence purposes and, therefore require additional information and more effort to prepare. If submission to the ENV is necessary at a later date, additional assessment may be required. A detailed set of terms and conditions pertaining to this report are provided in Appendix A.

Written confirmation to complete the Phase I ESA was provided by Tonja Molina of Kelowna International Airport on 7/26/2022.

## 2.0 METHODOLOGY

The Phase I ESA is an opinion on the likelihood of significant contamination on the Site from on- or off-site sources that may pose a risk to ecological and/or human health. The Phase I ESA conclusions are based on the review of available historical information, interviews and anecdotal information provided by on-site personnel familiar with the Site, and visual observations of accessible on-site areas and neighbouring properties at the time of site reconnaissance. Ecoscape reviewed the following historical and current records to complete the Phase I ESA:

- Historical land titles;
- Aerial photographs;
- The BC ENV Site Registry;
- Environmental Risk Information System (ERIS);
- Zoning information from City of Kelowna;
- City of Kelowna Interactive mapping;

- Municipal Directories;
- Historical Fire Insurance Plans;
- Interviews with knowledgeable personnel;
- Topography information (slopes, watercourses and soils); and
- Water supply information from the City of Kelowna and ENV Water Resources Atlas (WRA).

Depending on Site location and characteristics, not all the above-mentioned sources are always readily available.

A site reconnaissance was completed to document land use activities or conditions that may suggest the presence of contamination at the Site. As part of site reconnaissance, adjacent land use was also observed from the public boundary.

The report was completed in general accordance with guidelines provided by the *Environmental Management Act*, the Canada Mortgage and Housing Corporation (CMHC) and in Canadian Standard Association (CSA) Standard Z768-01 - Phase 1 Environmental Site Assessment (R2016).

## **2.1. Qualifications**

This report was completed by Devon Wyszkowski, M.Env.Sci., Environmental Scientist with Ecoscape. He has completed numerous Phase I ESAs/Stage1 PSIs for industrial, agricultural, residential and commercial sites in various locations throughout British Columbia. Devon has also designed and conducted numerous Phase II ESA/Stage 2 Preliminary Site Investigations and Detailed Site Investigations including contaminated sites drilling and soil sampling, groundwater monitoring and sampling, soil vapour sampling and reporting for this work.

This report was reviewed by Gwenn Farrell, R.P.Bio, Senior Environmental Scientist with Ecoscape. Gwenn has over a decade of environmental consulting experience, which includes completing Phase I and II ESAs and Detailed Site Investigations in British Columbia and Alberta, including residential properties, dry cleaning facilities, works yards, factories, service stations, garages, industrial facilities, railyards and retail complexes

## **3.0 BACKGROUND**

### **3.1. Location and Site Description**

The Site areas are located on the southwest portion of the property. The northern-most portion (“proposed hotel area”) is bound by Airport Road to the west, south, and east, and paved parking areas/access routes and administrative buildings to the north. The southernmost portion (“proposed parkade area”) of the Site is bound by Airport Way to

the north, and paved access routes and parking lots to the west, south, and east (Figure 1).

A Site description is provided in Table 1:

**Table 1. Site Description**

Topic	Details
<b>Site Civic Address</b>	5583 Airport Way, Kelowna, BC
<b>Site Legal Description</b>	Portion of Plan KAP11796; Lot 3; Section 14; Township 23; District Lot 32&120 PID: 009-459-014
<b>Registered Site Owner</b>	Her Majesty the Queen in Right of Canada
<b>Latitude and Longitude (of lot centre)</b>	49 ° 56' 58.74" North and 119° 22' 57.67" West
<b>Approximate Site Area</b>	3.6 Acres
<b>Buildings on Site</b>	None.
<b>Building Footprints</b>	Not applicable (N/A)
<b>Number of Stories</b>	N/A
<b>Subsurface Levels</b>	None observed and none reported by the Site Representative.
<b>Year buildings were constructed</b>	N/A
<b>Zoning</b>	CD12P - Airport
<b>Current Land Use</b>	Parking lot/paved access routes
<b>Heating / Cooling</b>	N/A
<b>Elevators</b>	None.
<b>Emergency Generators</b>	None.
<b>% Site Covered By</b>	Hardtop: 100%

### 3.2. Climate Data

Climate normal data from Environment Canada was used to complete this assessment. Based on data collected from the “Kelowna Airport” station (Climate ID 1123970) between 1981 and 2010, the average annual total precipitation (rain and snow) is 386.9 mm with an average of 311.3 mm of rainfall. The highest rain precipitation typically

occurs between May and July, which is generally followed by a moisture deficit during the late summer. The daily average temperatures for December and July were -2.6°C and 19.5°C, respectively (Environment Canada 2022).

### **3.3. Topography, Drainage, Watercourses and Geology**

The Site surface very gently slopes to the south. The nearby surrounding area are generally flat. It was initially inferred that drainage and shallow groundwater flow at the Site mimic natural topography towards the south, however, because the Site and nearby area have been heavily influenced by anthropogenic activities, it is possible that catch basins, drainage systems, underground service trenches, and other subsurface structures in the area may influence local groundwater flow direction. The reports in Section 4.1 indicate groundwater flow has been observed to flow southwest. A hydrogeological assessment would be required to verify this assumption.

The nearest watercourse is a roadside swale located approximately 17 m west of the Site. Bedrock beneath the Site likely comprises lava, andesite, and breccia. (Okulitch 2013).

According to the Geological Survey of Canada (GSC) map *Open File 6146, 2009, Surficial Geology, Kelowna, British Columbia* (Paradis, 2009) the Site is likely underlain by littoral and sublittoral sediments comprising stratified and well-sorted sand, silt, and clayey silt.

## **4.0 HISTORICAL ACTIVITY AND LAND USE**

### **4.1. Previous Investigations**

No previous reports for the Site were provided for Ecoscape's review. One report was provided for review, for a portion of the property located approximately 475 m north of the Site.

#### **4.1.1.1. 2022 Ecoscape Phase I ESA and Groundwater Sampling Report**

In June 2022, Ecoscape was retained by the City of Kelowna to conduct a Phase I ESA Stage 1 Preliminary Site Investigation of a portion of the property located at 5549, 5563, and 5583 Airport Way for environmental due diligence purposes. Based on the review of the aforementioned report, the following pertinent information is provided:

- The study area was developed in several stages from 1969 to 1985 and included several repair/maintenance buildings, a fuel outlet, a former fuel spill from an AST tank spill. Furthermore, a neighbouring aeroplane repair operation was identified.
- Eight onsite APECs and one offsite APEC were identified as follows:
  - Current fuel USTs, pump island (APEC 1)
  - Former Shell ASTs, OWS, pump island on northwestern portion of Site (APEC 2).

- Kelowna Flightcraft – adjacent to north of Site (APEC 3).
- Site Building A (former sand and urea storage, diesel AST in former pump house) (APEC 4).
- Former pump island, fuel UST (APEC 5).
- Eastern Building D automotive repair shop and associated waste oil UST (APEC 6a).
- Western Building D automotive repair shop (APEC 6b).
- Former UST from 1976 development files (APEC 7).
- Diesel UST for generators (APEC 8).
- Associated PCOCs included metals, LEPH/HEPH, VPH, PAH, VOC, nitrates, and PFAS. Based on current and planned land use, Commercial (CL) numerical soil standards were applied to the area of study.
- APEC 5 was further evaluated through sampling of an existing on-Site monitoring well (MWA). The results of which are as follows:
  - Concentration of 8:2 Fluorotelomer sulfonate (8:2FTS), 6:2 Fluorotelomer sulfonate (6:2FTS), Perfluorohexanoic acid (PFHxA), Perfluorononanoic acid (PFNA), and Perfluoropentanoic acid (PFPeA) were greater than the GCDWQ groundwater guidelines.
  - Concentrations of all other PCOCs met the applicable CSR standards and CCME guidelines.
  - Ecoscape noted that the sulfonate impacts are likely associated with APEC 3, further investigation is necessary to confirm. Ecoscape also notes that although none of the PCOCs for APEC 5 exceeded the applicable standards and guidelines in groundwater at MWA, the former UST island remained an APEC as there may still be localized soil impacts.
- Ecoscape recommended further investigation of APECs 1, 2, 3, 4, 5, 6a, 6b, 7, and 8 prior to future development activities.
- The APECs evaluated as part of the above report are in excess of 200 m north of the Site and are in a trans-to upgradient position from the Site relative to the inferred groundwater flow direction. Based on their distance from the Site and/or their transgradient position, it is Ecoscape's opinion that this property is unlikely to result in potential subsurface impacts at the Site.

#### **4.1.1.2. 2022 Ecoscape Phase II ESA Report**

In July 2022, Ecoscape was retained by the City of Kelowna to conduct a Phase II ESA to address APECs 1, 3, and 4 at the off-Site property located approximately 280 m north of the Site. Based on the review of the aforementioned report, the following pertinent information is provided:

- Areas of investigation included those concerning the areas where plans for redevelopment in the relatively near future are located. Specifically, these areas included investigation of the existing fuel USTs and pump island (APEC 1), Kelowna

Flightcraft (APEC 3), and Site Building A (former sand and urea storage, diesel AST in former pump house)(APEC 4).

- Based on current and planned land use, Commercial (CL) numerical soil standards were applied to the Site. The results of the investigation indicated that analysed samples were present in soil and/or groundwater samples, the results of which did not exceed the applicable CSR standards, with the exception of nitrates, which exceeded the applicable CSR standards in one monitoring well.
- APECs 1 and 3 were eliminated as APECs and APEC 4 is identified as an Area of Environmental Concern (AEC) and is likely to relate to historical aeroplane/runway de-icing activities on the airport property.
- Based on information obtained through the historical review and questionnaire related to the Site, de-icing activities are unlikely to have occurred on the Site in the past. Based on the distance of AEC 4 from the Site, as well as the unlikelihood of historical application of runway/aeroplane de-icers on the Site, it is Ecoscape's opinion that AEC 4 is unlikely to result in potential subsurface impacts at the Site.

#### **4.2. Interview**

T. Molina completed a questionnaire on August 15, 2021 regarding current and historical Site operations. T. Molina reported the following:

- The Site is currently used as a parking lot.
- An oil water separator (OWS) is present on the Site.
- An electrical transformer is present on the Site.
- No USTs or ASTs have historically been present on the Site.
- The Site is not connected to the municipal water supply or wastewater systems.
- Large quantities of chemicals or hazardous materials are not stored on the Site.
- Environmental monitoring data is not available for the Site.
- There is no water well on the Site.
- The property has not been used for industrial purposes.
- The Site has not been used as a service station, dry cleaners, photo lab, repair shop, junkyard, landfill, recycling facility or waste treatment facility.

#### **4.3. Aerial Photograph Review**

Ecoscape obtained aerial photographs from the University of British Columbia's geography department. Photographs were available from 1938, 1951, 1956, 1969, 1975, 1980, 1985, 1990, 1994, 1998, and 2001. In addition, aerial imagery available from GoogleEarth was reviewed for years 2004, 2006, 2010, 2014, 2016, 2018, and 2020. Table 2 below provides a summary of the information found in the aerial photographs.

**Table 2. Aerial Photograph Descriptions**

Year	Serial No./Source	Photo No.	Notes
<b>1938</b>	BC125	5	The Site and nearby surrounding area are vacant and undeveloped. Several agricultural plots surround the Site.
<b>1951</b>	BC30	32	The Site and surrounding area appear relatively similar to 1938.
<b>1956</b>	BC2148	51	The Site and nearby surrounding area appear relatively unchanged since 1951.
<b>1959</b>	RDCO	N/A	The Site and nearby surrounding area appear relatively unchanged since 1956.
<b>1969</b>	BC5345	184, 184	The Site appears relatively similar to 1956, with a stream/swale visible on the northern portion of the Site. The adjacent properties to the north and northeast have been developed with paved parking areas/access routes and airport terminal buildings.
<b>1976</b>	RDCO	N/A	The Site and surrounding area appear relatively similar to 1969.
<b>1980</b>	BC80070	181	The Site appears unchanged since 1969. Evidence of expansion of the airport buildings to the northeast is evident.
<b>1985</b>	BC370	35	The northern portion of the Site is paved and appears to be used for vehicle parking. The stream/swale formerly visible on the northern portion of the Site appears to have been diverted around the paved parking area and is visible on the southern portion of the Site.
<b>1994</b>	30BCC94086	105, 106	The Site and nearby surrounding area appear relatively unchanged since 1985. The stream formerly visible on the southern portion of the Site is no longer visible.
<b>1995</b>	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 1994.
<b>1998</b>	30BCB98002	144	The Site and surrounding area appear relatively unchanged since 1995.
<b>2001</b>	15BCC01030	150-151	The southern portion of the Site has been paved with the exception of the southwest corner which is grassed. Parked cars are evident on the paved areas. The parking area has also been expanded to the south and east.
<b>2003</b>	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2001.
<b>2006</b>	RDCO	N/A	The entirety of the Site has been paved. The surrounding area appears relatively similar to 2003.
<b>2009</b>	RDCO	N/A	The Site appears unchanged since 2006. The main terminal building located east of the Site has been expanded southwards. Airport Way is visible in its present-day location
<b>2012</b>	RDCO	N/A	The main terminal building located east of the Site has been expanded southwards to its present-day footprint.
<b>2015</b>	RDCO	N/A	The Site appears unchanged since 2012. Several administrative/retail buildings are visible adjacent to the north of the Site. The remainder of the surrounding area appears relatively similar to 2012.
<b>2016</b>	GoogleEarth	N/A	The Site and surrounding area appear relatively unchanged since 2015.

**Table 2. Aerial Photograph Descriptions**

Year	Serial No./Source	Photo No.	Notes
2017	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2016, with the exception of the railroad which has been repurposed as a pedestrian trail, followed by a retail fuel outlet (RFO) to the west of the Site.
2018	GoogleEarth	N/A	The Site and surrounding area appear relatively unchanged since 2017.
2019	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2018.
2020	GoogleEarth	N/A	The Site and surrounding area appear relatively unchanged since 2019.
2021	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2020.

*Some aerial imagery reviewed during this assessment exhibited low resolution, making it difficult to decipher the presence of Site features.*

An RFO was visible in the aerial imagery from 2017 – present. The fuel USTs appear to be located approximately 140 m west of the Site and are situated hydraulically downgradient of the Site relative to the inferred direction of groundwater flow. Based on the distance from the Site as well as the inferred direction of groundwater flow, it is Ecoscape's opinion that this property is unlikely to result in potential subsurface impacts at the Site.

A railway line was observed to be oriented in a north-south direction from 1938 to 2017 in the aerial photographs and is located approximately 30 m west of the Site. Creosote or chromated copper arsenate (CCA) used to treat railway ties has the potential to impact soils in the vicinity of the railway lines; however, these impacts are typically minor, localized, and near the surface. Based on the above-noted information, it is Ecoscape's opinion that this railway line is unlikely to have caused subsurface contamination at the Site.

Due to copyright constraints, the aerial imagery obtained from UBC is not included in this report. Aerial imagery sourced from the RDCO are included in Appendix C.

#### 4.4. Land Title Search

A historical land title search was completed for the subject Site. The lot ownership was traced back to 1897 at which time Joseph Christian purchased the lot from crown. The lot title was transferred among various individuals until 1959, at which time the City of Kelowna released the property back to the Crown, presumably to build the airport.

Search details can be found in Appendix D.

*Since Site ownership does not necessarily correspond with Site activity, historical titles may provide limited value in assessing past Site activities.*

## 4.5. Municipal Records

### 4.5.1 Municipal Directories

A search of the City of Kelowna directories for properties within a 100 m radius of the Site was requested from Vancouver Public Library Infoaction Archives on October 24, 2021 for a previous project for the Client.

City of Kelowna directories are available for the years of 1983 through to 2001. A review of the City of Kelowna did not include the Site. However, documents provided to Ecoscape entitled “City of Kelowna; Kelowna International Airport; Tenant Addresses (2001, revised September 2007)” indicated:

**Table 3. City Directory Search – On Site Addresses**

Year	Address	Listing
2001	5533 Airport Way	Airport Manager Office Weather Service N.A.V. Can. Air Traffic Controllers Canadian Regional Air Horizon Air Skyway Gourmet West Jet Air Aciscar Inc. Hertz Rental National Car Rental Budget Car Rental Canada Customs Royal Star
2007	5533 Airport Way	Airport General Manager's Office Air Canda Regional Inc. (Jazz) Black & McDonald Horizon Air Skyway Gourmet Ventures, Inc. WestJet Airlines Ltd. Enterprise Rent-A-Car Hertz rent-A-Car National Car Rental Budget Rent-A-Car Canada Border Services Agency Royal Star Enterprises Inc.

Based on review of historical aerial imagery (Section 4.2), the Site is likely to historically have been occupied by car rental parking and short-term parking. The remaining listings in Table 3 are located in excess of 50 m from the Site and are unlikely to result in potential subsurface impacts at the Site.

The listings found in “City of Kelowna; Kelowna International Airport; Tenant Addresses 2001, 2007” include administrative/office operations with the exception of some

maintenance/repair operations. However, based on review of aerial imagery these areas appear to be located in excess of 100 m from the Site and/or are in an up- to transgradient position from the Site relative to the inferred direction of groundwater flow. Based on the distance from the Site and/or their transgradient position, these properties are unlikely to result in potential subsurface impacts at the Site.

Search details are provided in Appendix E.

*Please note that a lack of records on listed occupants of a building or the site does not necessarily mean the site was unoccupied or that owners were aware of and able to disclose all potential activities to us that resulted from unlisted occupants.*

#### **4.5.2 Development Records**

The City of Kelowna Development Service files for the Site were reviewed. The bulk of building permits received related to the southern portion of the terminal building and were not relevant to the Site.

*In the event of demolition and/or excavation, if a UST, or signs of contamination potentially associated with contents leaked from a UST are observed on Site, please contact Ecoscape to determine the appropriate next steps.*

#### **4.5.3 Fire Insurance Plans (FIPs)**

Ecoscape reviewed the Catalogue of Canadian Fire Insurance Plans (FIPs) 1875-1975 to obtain information related to the Site and surrounding area.

The Site and surrounding area are beyond the extent of the available FIPs.

### **4.6. Provincial Records**

The following section provides information on provincial records for the Site and surrounding properties.

#### **4.6.1 Groundwater Wells and Regional Hydrogeology**

A query of the online BC WRA produced by ENV identified one on-Site well and two off-Site wells within 500 m of the Site boundary.

The on-Site well is located on the central-east portion of the proposed hotel portion of the Site well was identified on-Site (Well Tag Number 19470) and was listed as “unknown water use”. Of the remaining two wells within 500 m of the Site, one was listed as “irrigation – water supply” use and the other was listed as “private domestic water supply” use and located approximately 280 southwest of the Site.

The BC WRA indicates that the Site is underlain by ENV-mapped aquifers No. 464 IIIC and 467 IIA and discussed as follows:

- Aquifer No. 464 IIIC was described as a confined sand and gravel-glacial aquifer with an average depth to water of 11.58 m, based on 201 well records. The aquifer was described as having high productivity and low vulnerability to surface contamination at the time of mapping (ENV 2021).
- Aquifer No. 1191 IIIB was described as a confined sand and gravel-glacial aquifer with an average depth to water of 6.1 m, based on 64 wells. The aquifer was described as having high productivity and moderate vulnerability at the time of mapping (ENV 2021).

A map showing the results of the search is included in Appendix F along with the well records.

#### **4.6.2 Contaminated Sites Registry**

The BC ENV Contaminated Site Registry is an online database of sites that have been investigated since 1988. The Site Registry contains information on pollution abatement orders and sites undergoing environmental investigation and remediation. The Site Registry also lists Site Profiles that contain information on past commercial and industrial activities that are generally submitted prior to re-zoning and demolition activities. Some sites have been subject to clean up and remediation and not all sites within the registry are necessarily contaminated. In the Site Registry, sites are assigned a status. According to the BC ENV, site status codes are not driven by legislation, but are intended as a high-level indication of the status of a file within the ministry process. The BC ENV advises to read the notations and associated information in order to learn more about the actual status of a site.

A site registry small area search for a 1 km<sup>2</sup> area centered on the Site was conducted on September 7, 2022.

No entries were found for the Site.

One additional property within 1 km<sup>2</sup> of the Site center was listed in the Site Registry. This site registry property was further evaluated, as summarized in Table 4.

**Table 4. BC Site Registry Search – Nearby and Important Sites**

Site ID	Address	Inferred Location	Status	Notation	Last Updated
5088	1-5655 Airport Way	Approximately 290 m north of the Site and hydraulically trans- to upgradient of the Site relative to the inferred groundwater flow direction.	Not Assigned	Notification of contaminated soil disposal from the Kelowna Airport Shell on June 17, 1997. Soil analysis results indicated that the soil was below “Special Waste” (currently “Hazardous Waste”) level for BTEX (Benzene,	June 1997

<b>Table 4. BC Site Registry Search – Nearby and Important Sites</b>					
Site ID	Address	Inferred Location	Status	Notation	Last Updated
				Toluene, Ethylbenzene, and Xylenes). Soil was disposed of at the local landfill as approved by ENV.	
<b>6085</b>	5520 Highway 97 North	In excess of 150 m west of the Site.	Not assigned	None.	March 2007

The airport Shell formerly located approximately 260 m north of the Site has a site registry entry (Site ID 5088). As per the information in Section 4.1, Ecoscape has previously conducted investigations in this area. This property is located trans- to upgradient of the Site relative to the inferred direction of groundwater flow.

Site Registry entry (Site ID 6085) is located along Highway 97N, approximately 150 m west of the Site. This property is located trans- to downgradient of the Site relative to the inferred direction of groundwater flow.

Based on distance from the Site, transgradient location, and/or remediation status, it is Ecoscape's opinion that the properties listed in Table 4 are unlikely to present an environmental risk to the Site; however, if evidence of contamination potentially migrating from these properties is encountered during future Site development, Ecoscape should be contacted to determine the appropriate next steps.

Site registry search results are provided in Appendix G.

#### **4.6.3 Environmental Database Searches**

A search of the BC ENV Authorization Management System was conducted on September 7, 2022.

All properties listed in the databases were further than 0.25 km from the Site and therefore do not warrant further discussion.

## **5.0 SITE RECONNAISSANCE**

Gwenn Farrell, R.P.Bio, completed the Site Reconnaissance on August 23, 2022 unaccompanied. The findings from the Site visit and additional background information on Site conditions are provided in this section and are shown on Figure 2.

### **5.1. Buildings, Structures and Operations**

The Site is currently a paved parking area used primarily by car rental companies for the staging of vehicles. Storm water drainage was reported to occur through OWSs.

No evidence of hazardous materials releases was observed in (where accessible) or near the Site during the visit.

## **5.2. Aboveground Storage Tanks and Underground Storage Tanks**

No ASTs were observed, and no evidence of USTs was noted during the Site visit.

*In-ground structures including but not limited to USTs and furnace oil tanks may be difficult to identify during a Phase I ESA, for a variety of reasons including limited access or visibility, incorrect representations by third parties or the client, subsequent site development or construction activities, etc. Therefore, Ecoscape is unable to warrant their absence and the absence of contamination from their current or former presence. In the event of demolition and/or excavation, if a UST, back-filled excavation, or signs of contamination are observed on Site, please contact Ecoscape to determine the appropriate next steps.*

## **5.3. Drains, Sumps and Oil Water Separators**

T. Molina reported in the questionnaire (Section 4.2) that an OWS was present on the Site. Based on observations made during the Site visit, it is inferred that stormwater drainage is connected to an OWS located on the northwest portion of the Site. Access to the OWS was not attained during the Site visit.

## **5.4. Historical Fill**

Except for structural fill (e.g., compact gravel), signs of historical infilling were not evident on Site. Structural fill is typically sourced from “undeveloped land”, such as a sand and gravel pits/quarries. As such, it is unlikely that structural fill, was imported from industrial or commercial land use to the Site.

## **5.5. Chemical Storage, Hazardous Material and Waste**

Chemicals, hazardous material, and waste were not observed on the Site.

*In the event of redevelopment and/or excavation, buried waste materials, or signs of contamination from historical lot activities are observed on Site, please contact Ecoscape to determine the appropriate next steps.*

## **5.6. Special Attention Items**

### **5.6.1 Asbestos Containing Materials**

Asbestos is considered a hazardous material and if not handled properly, can cause chronic health problems. Asbestos fibres are very small and can remain suspended in the air for hours once material is disturbed (WorkSafe BC 2017). Asbestos containing materials (ACM) were commonly used in houses constructed prior to 1999, although the

use of ACM has declined since the late 1970's. Products containing asbestos are controlled under the *Asbestos Product Regulation*.

Given that the Site has not been developed with any buildings, it is unlikely that ACMs are present on the Site.

*Ecoscape did not conduct an asbestos survey as part of this assessment, nor was any intrusive or destructive sampling or inspection completed as part of this assessment. Should the Site building be demolished during future developments, it would be prudent to conduct pre-demolition ACM surveys.*

### **5.6.2 Lead-Based Paints**

Although lead-based paints (LBP) were banned from application on exterior or interior surfaces of buildings, furniture or household products in the 1970s, various commercial paints are still known to contain lead in concentrations greater than the 0.5 percent weight to weight of lead (e.g., road paint).

Given that the Site has not been developed with any buildings, is unlikely that LBPs are present on the Site.

*Ecoscape did not conduct an LBP survey as part of this assessment, nor was any intrusive or destructive sampling or inspection completed as part of this assessment. Should the Site building be demolished during future developments, it would be prudent to conduct pre-demolition LBP surveys.*

### **5.6.3 Polychlorinated Biphenyls**

The Canadian Council of Ministers of the Environment has produced guidelines for handling of waste materials and is working towards phasing out Polychlorinated biphenyls or PCBs in Canada. PCBs are listed as a "toxic" substance in Schedule 1 of the *Canadian Environmental Protection Act*. Examples of PCB sources include transformers and electrical equipment (i.e., regulators, breakers and switches, etc.), fluorescent lighting, natural gas pipeline infrastructure (i.e. compressors, filters, etc.) and scientific equipment. The most likely source of PCBs in urban settings is typically transformers and fluorescent lighting.

Fluorescent lighting may be present within one of the buildings on Site. It is possible that the ballasts associated with these light fixtures contain PCBs. Information is available on how to confirm the presence of PCBs in light ballasts. If these light fixtures are removed during renovation or demolition, any light ballasts that contain PCBs must be recycled appropriately at an approved facility or depot. The following website provides information on confirming the presence of PCBs in light ballasts and recycling of large and small quantities of PCB in light ballasts: <http://www.lightrecycle.ca/>

The PCB Regulations under the Canadian Environmental Assessment Act specify that pole-top electrical transformers and associated equipment must not contain more than 500 mg/kg at all locations and 50 mg/kg at prescribed locations (i.e., near drinking water treatment plant, food processing plant, childcare facility, schools, hospitals, senior's care facilities, etc.). According to Environment Canada's *PCB Transformer Decontamination Standards and Protocols* transformers can be re-used if they contain less than 50 parts per million (ppm or mg/kg) of PCBs.

One pad-mounted transformer was observed on the northwest portion of the Site; however, no surface staining or signs of spillage from the transformer was observed.

## **5.7. Hydraulic Equipment**

No evidence of current or historical underground hydraulic hoists or other hydraulic equipment were observed at the Site.

## **5.8. Water Wells and Water Supply**

As discussed in Section 4.2, the Site is reported to be connected to the municipal water supply system. Since no buildings are present on the Site, it is inferred that a connection is not currently made, however is likely available.

No evidence of a domestic or irrigation well was observed on Site.

*Until recently, filing of water well records with the BC ENV was voluntary, so it is possible that domestic or irrigation wells associated with the Site are present; therefore, the presence of old well(s) cannot be ruled out. If discovered during future property redevelopment, all wells should be abandoned in accordance with BC Groundwater Protection Regulation requirements.*

## **5.9. Wastewater**

Domestic wastewater is not generated at the Site.

## **5.10. Lost and Threatened Streams**

The presence of lost and threatened streams is assessed as they may have been backfilled with material of unknown quality, creating a potential contaminant source. Furthermore, these buried streams may provide preferential flow paths for groundwater to flow onto or away from the Site. Lost stream mapping is not available for the City of Kelowna; however, review of historical aerial imagery suggests that a stormwater drainage swale was engineered to flow through the Site from circa 1969 to 1985. The drainage swale was then diverted through the southern portion of the Site until circa 1994. Based on review of City of Kelowna GIS imagery, it appears the stormwater culvert has been redirected approximately 160 m south of the Site.

## 5.11. On-site and Surrounding Area Surface Drainage

The Site and nearby surrounding area generally drain south towards Okanagan Lake and it is possible that runoff onto the Site occurs from nearby properties to the north; however, no obvious surface runoff pathways, evidence of erosion or visible sources of potential contamination were observed flowing onto the Site during the Site reconnaissance.

## 5.12. Surrounding Land Use

Properties and land use surrounding the Site are described in Table 5 and on Figure 1.

**Table 5. Neighbouring Property Descriptions**

Location with Respect to Site	Zoning	Description	Location (based on inferred groundwater flow direction)
North	CD12P	Parking Lot and paved access routes/Airport Way	Up- to transgradient
Northeast	CD12P	Paved access routes/Airport Way then an airport terminal/restaurants	Upgradient
Northwest	CD12P and CD12	Airport Way then parking lots/paved access routes	Transgradient
East	CD12P	Airport Way/paved access routes and parking lots	Up- to transgradient
West	CD12 and A1	Airport Way/paved access routes then parkland and an RFO	Down- to transgradient
South	CD12P	Airport Way/paved parking areas	Downgradient
Southwest	CD12P and A1	Airport Way and paved access routes then parkland	Downgradient
Southeast	CD12P	Airport Way and paved parking areas and access routes	Trans- to upgradient

Abbreviations:

CD12P – Airport

CD12 – Airport (inferred ancillary/support structures)

A1 – Agricultural 1

Commercial and industrial activities that may potentially result in soil and groundwater contamination were not observed on surrounding properties at time of Site assessment. Current operations at the properties and facilities described in Table 5 are unlikely to present an environmental risk to the Site based on the likely absence of potentially contaminating activities and/or their cross- to downgradient location in terms of inferred groundwater flow direction.

*Visual inspection of neighbouring properties was limited to observations made from the Site or public space. In the event of demolition and/or excavation, if signs of contamination*

*potentially migrating from nearby surrounding properties are observed on Site, please contact Ecoscape to determine the appropriate next steps.*

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

Ecoscape has completed this Phase I ESA using current and historical records available for the Site. The Contaminated Sites Technical Guidance 10 document *Guidance for a Stage 1 Preliminary Site Investigation* was referenced during completion of this assessment. This Phase I ESA report was also completed in general accordance with guidelines provided by the Canada Mortgage and Housing Corporation (CMHC) and in CSA Standard Z768-01 *Phase 1 Environmental Site Assessment*. A detailed records search and Site visit was completed to assess the potential for environmental risk including areas of potential environmental concern (APECs) and associated potential contaminants of concern (PCOCs) to be present at the Site.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other anecdotal information, Ecoscape provides the following conclusions and recommendations:

- The Site has been used for car parking in its northern and southern portions since circa 1985 and 2001, respectively. Prior to their development as paved parking and access routes, the Site was vacant and undeveloped. The Site is zoned as CD12P- Airport. Historical land title records indicate the property titles were transferred among various individuals until 1959, at which time the City of Kelowna released the property back to Crown, presumably to further develop the airport
- An ENV Site Registry search for a 1 km<sup>2</sup> area centered on the Site was conducted on September 7, 2022. No entries are present for the Site, and off-Site entries are considered unlikely to result in potential subsurface impacts at the Site.
- Immediately adjacent properties are currently and historically have been paved parking lots and access routes, with the exception of the airport terminal building which has been extended southwards to approximately 50 m east of the Site. Industrial activities are unlikely to have occurred on the Site or nearby surrounding area in the past.
- No evidence of large-volume hazardous material releases were observed on the Site during the assessment.
- No buildings are present on-Site, therefore the presence of asbestos-containing materials or lead-based paints on the Site is unlikely.

- No evidence of a domestic or irrigation water well was observed on the Site, however the BC ENV Water Resources Atlas suggests the existence of a historical supply well on the eastern edge of the proposed hotel portion of the Site. Until recently, filing of water well records with the BC ENV was voluntary, so it is possible that additional domestic/irrigation wells associated with the Site may be present.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other available information, the likelihood of past and present use to have negatively impacted the environmental condition of the property is considered to be low. As a result, a Phase II ESA is not warranted at this time. If information becomes available that may materially change the findings presented in this report, Ecoscape should be contacted to reassess the conclusions provided herein.

## 7.0 LIMITATIONS

This report has been prepared by Ecoscape Environmental Consultants Ltd. (Ecoscape) for City of Kelowna (the Client) and is intended for the sole and exclusive use of the Client. With the exception of the Client, copying or distribution of this report or use of or reliance on the information contained herein, in whole or in part, is not permitted without the express written permission of Ecoscape.

Nothing in this report is intended to constitute or provide a legal opinion. Ecoscape makes no representation as to the requirements of compliance with environmental laws, rules, regulations or policies established by federal, provincial or local government bodies. Revisions to the regulatory standards referred to in this report may be expected over time. As a result, modifications to the findings, conclusions and recommendations in this report may be necessary.

This report reflects the opinion of Ecoscape on the likelihood for areas of potential environmental concern to be present at the Site based on a review of readily available information including interviews, historical site records, aerial photographs, field review, well site search, site registry reviews, and land title search. Ecoscape also searched for historical or current reports pertaining to environmental conditions at the Site. The conclusions provided herein are based solely upon our professional judgment and the availability of information pertaining to environmental conditions and historical and present land use at the site. If additional information becomes available that is inconsistent with the information provided herein or suggests that the potential for environmental concern may be present, Ecoscape should be contacted to reassess the conclusions provided in this report.

**8.0 CLOSURE**

We trust that this report satisfies the present requirements. Should you have any questions or comments, please contact the undersigned at your convenience.

Respectfully Submitted  
Ecoscape Environmental Consultants Ltd.,

Written By:

Reviewed By:

Devon Wyszkowski, M.Env.Sci  
Environmental Scientist  
Direct Line: 778.860.6403

Gwenn Farrell, R.P. Bio  
Senior Environmental Scientist  
Direct Line: 778.940.2876



## REFERENCES

- BC Assessment. 2022. Available online: <https://www.bcassessment.ca/>. Accessed: September 2022.
- British Columbia Ministry of Environment. 2019. BC Water Resources Atlas. Available online: [http://www.env.gov.bc.ca/wsd/data\\_searches/wrbc/](http://www.env.gov.bc.ca/wsd/data_searches/wrbc/). Accessed: September 2022.
- British Columbia Ministry of Environment. 2019. Technical Guidance on Contaminated Sites 10.
- City of Kelowna Interactive Maps Available online: <https://maps.kelowna.ca/public/mapviewer/>. Accessed: September 2022.
- Canadian Standards Association. 2012. Phase 1 Site Assessment. CSA Standard Z768-01.
- Environment Canada. 2022. Canadian Climate Normals. Available online: [http://climate.weather.gc.ca/climate\\_normals/index\\_e.html](http://climate.weather.gc.ca/climate_normals/index_e.html). Accessed: September 2022.
- Environment Canada. 2015. PCB Regulations: An Overview. Factsheet. Available online: <http://www.ec.gc.ca/bpc-pcb/default.asp?lang=En&n=E794BDF1-1#objectives>. Accessed: November 2020.
- iMapBC. 2022. Available online: <https://www2.gov.bc.ca/gov/content/data/geographic-data-services/web-based-mapping/imapbc>. Accessed: September 2022.
- Ministry of Environment. 2016. Hazard Waste Legislation Guide.
- Okulitch, A.V. 2013. Geology, Okanagan Watershed, British Columbia; Geological Survey of Canada. Open File 6839, scale 1:100 000. Doi:10.4095/292220
- Paradis, S.J. 2009. Surficial Geology, Kelowna, British Columbia; Geological Survey of Canada. Open File 6146, scale 1:50,000.
- Ecoscape Environmental Consultants, Ltd. "*Phase I Environmental Site Assessment and Groundwater Sampling; 5549, 5563, and 5583 Airport Way, Kelowna, BC*", dated June 2022.
- Ecoscape Environmental Consultants, Ltd. "*Phase II Environmental Site Assessment; 5549, 5563, and 5583 Airport Way, Kelowna, BC*", dated September 2022.
- Worksafe BC. 2017. Safe Work Practices for Handling Asbestos.

## **APPENDIX A: General Terms and Conditions**

**GENERAL CONDITIONS**

This report applies and is subject to these "General Conditions".

**1.0 Use of Report**

This report concerns a specific site and a specific scope of work, and is therefore not applicable to any other sites or any other developments not referred to in the report. Any deviation from the specific site or scope or work would require a supplementary investigation and assessment.

Conclusions and recommendations contained in this report are solely intended for the use of Ecoscape's client. Ecoscape bears no responsibility for the accuracy of information, the analysis of data or recommendations contained or referenced in this report when the report is utilized by or relied upon by any party other than Ecoscape's client, unless otherwise authorized in writing by Ecoscape. Any unauthorized application of this report is at the discretion and sole risk of its user.

This report is subject to copyright, and therefore shall not be reproduced in part or in whole without prior written consent by Ecoscape. Additional copies of this report may be available upon request, if required, and will be supplied after receipt of payment for expenses associated with report production.

**2.0 Limitations of Report**

This report was derived solely from the conditions that were present on site during Ecoscape's investigation. The client, and any other parties making use of this report with the express written consent of the Ecoscape and the client, are aware that conditions affecting the environmental condition of the site can vary both temporally and spatially, and that the conclusions and recommendations included in this report are temporally sensitive.

The client, and any other parties making use of this report with the express written consent of the Ecoscape and the client, are also aware that conclusions and recommendations included within this report emanate from limited observations and information, and that both on-site and off-site conditions may vary, which in turn could affect the conclusions and recommendations that were made.

The client is aware that Ecoscape is not qualified to, nor is it making any recommendations in terms of purchase, sale, investment or development of the subject property, as such decisions are the sole responsibility of the client.

**2.1 Information Provided to Ecoscape by Others**

During the extent of the preparation and work carried out in this report, Ecoscape may have relied upon information provided by parties other than the client. While Ecoscape strives to validate the accuracy of such information when instructed to do so by the client, Ecoscape accepts no responsibility for the validity of such information which may affect the report.

**3.0 Limitation of Liability**

The client acknowledges that property containing hazardous wastes and contaminants poses a high risk of claims brought by third parties stemming from the presence of those materials. Accounting for these risks, and in consideration of Ecoscape providing the requested services, the client agrees that Ecoscape's liability to the client, with respect to any issues relating to hazardous wastes or contaminants located on the subject property shall be limited to the following:

- (1) With respect to any claims brought against Ecoscape by the client arising out of the provision or failure to provide services hereunder shall be limited to the amount of fees paid by the client to Ecoscape under this Agreement, whether the action is based on breach of contract or tort;
- (2) With respect to claims brought by third parties arising out of the presence of contaminants or hazardous wastes on the subject property, the client agrees to indemnify, defend and hold harmless Ecoscape from and against any and all claim or claims, action or actions, demands, damages, penalties, fines, losses, costs and expenses of every nature and kind whatsoever, including solicitor-client costs, arising or alleged to arise either in whole or part out of services provided by Ecoscape, whether the claim be brought against Ecoscape for breach of contract or tort.

**4.0 Disclosure of Information by Client**

The client agrees to fully cooperate with Ecoscape with respect to the provision of all available information on the past, current, or proposed conditions on the site, including historical information respecting the use of the site. The client acknowledges that in order for Ecoscape to properly provide the service, Ecoscape is relying on full disclosure and accuracy of any such information. Ecoscape does not accept any responsibility for conclusions drawn from erroneous, invalid, or inaccurate data provided to us by another party and used in the preparation of this report.

**5.0 Standard of Care**

Services performed by Ecoscape for this report have been completed in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing under similar conditions in the jurisdiction in which the services are provided. Professional judgement has been applied in developing the conclusions and/or recommendations made in this report. No warranty or guarantee, express or implied, is made concerning the results, comments, recommendations, or any other portion of this report.

**6.0 Notification of Authorities**

The client acknowledges that in certain instances the discovery of hazardous materials, contaminants or conditions and materials may require that regulatory agencies and other parties be informed and the client agrees that notification to such parties or persons as required may be done by Ecoscape in its reasonably exercised discretion. Further, Ecoscape reserves the right to notify Provincial agencies when rare or endangered flora or fauna are observed, whether the species classifications are identified as such at the local, Provincial, or Federal levels of government.

**7.0 Ownership of Instruments of Professional Service**

The client acknowledges that all reports, plans, and data generated by Ecoscape during the performance of the work and other documents prepared by Ecoscape are considered its professional work product and shall remain the copyright property of Ecoscape.

**8.0 Alternate Report Format**

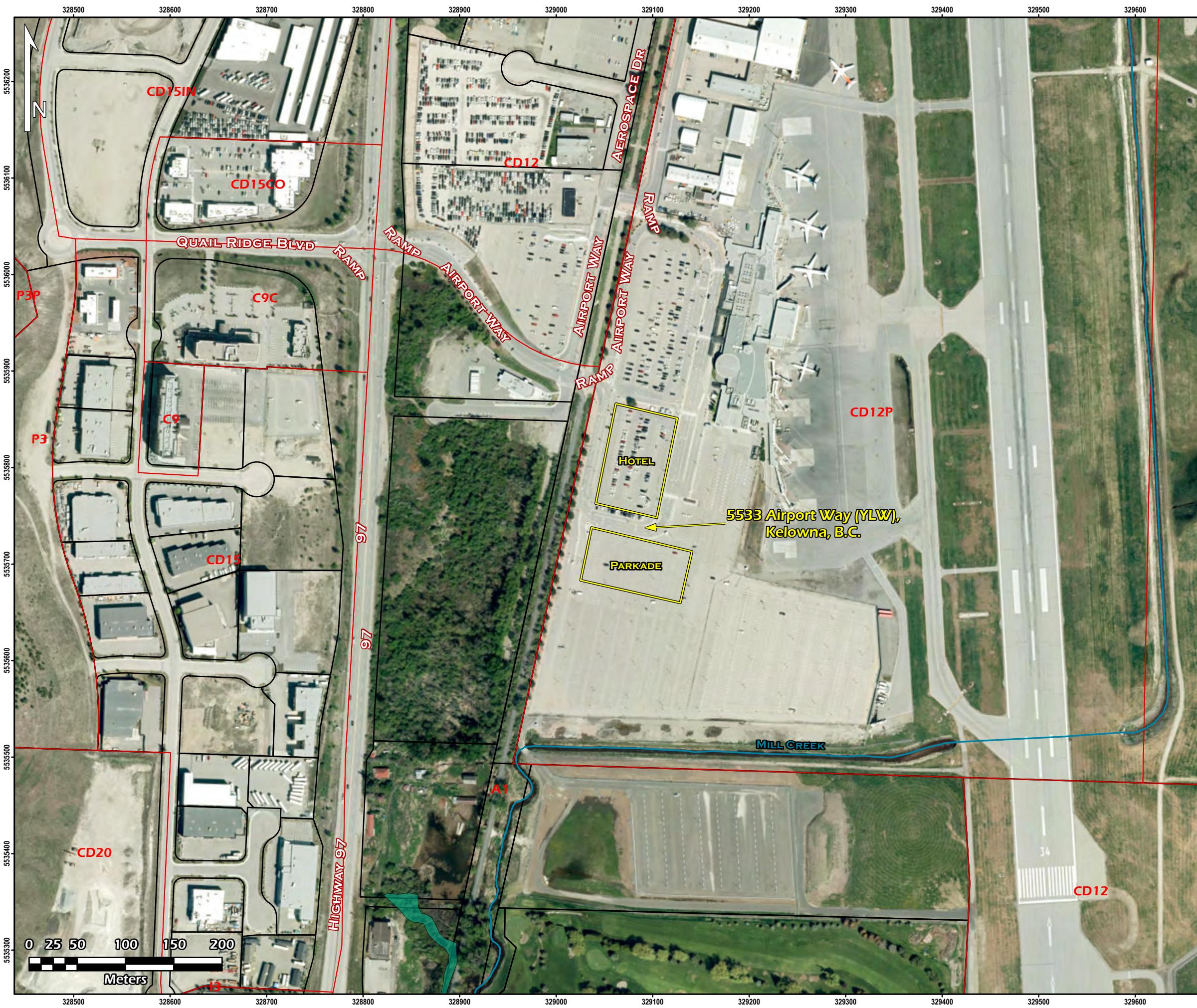
Where Ecoscape submits both an electronic file and hard copy versions of reports, drawings and other project-related documents and deliverables (collectively termed Ecoscape's instruments of professional service), the client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by Ecoscape shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancies, the hard copy versions shall govern over the electronic versions. Furthermore, the client agrees and waives all future right to dispute that the original hard copy signed version archived by Ecoscape shall be deemed to be the overall original for the Project.

The client agrees that both electronic file and hard copy versions of Ecoscape's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party other than Ecoscape. The client warrants that Ecoscape's instruments of professional service will be used only and exactly as submitted by Ecoscape.

The client recognizes and agrees that electronic files submitted by Ecoscape have been prepared and submitted using specific software and hardware systems. Ecoscape makes no representation about the compatibility of these files with the client's current or future software and hardware systems.

## APPENDIX B: Figures

**FIGURE 1**  
Site Location and Zoning



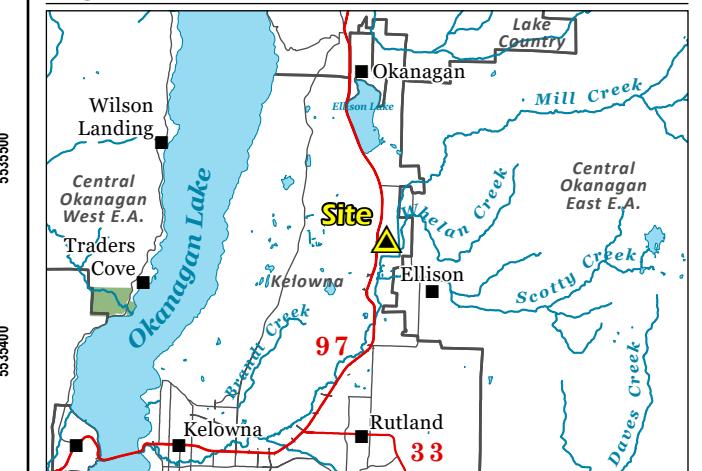
Project: Phase I Environmental Site Assessment  
 Location: 5533 Airport Way (YLW), Kelowna, B.C.  
 Project No.: 22-4383  
 Prepared for: YLW Airport (City of Kelowna)  
 Prepared by: Ecoscape Environmental Consultants Ltd.  
 Shane Pedersen, GIS Technician  
 Coordinate System: NAD83-UTM Zone 11  
 Imagery: ESRI World Imagery  
 Site Visit: August 22, 2022  
 Map Date: August 29, 2022

#### LEGEND

- Streams and Rivers
- Okanagan Wetlands
- Site
- Cadastre
- Municipal Zoning

Zone Code	Description
A1	Agriculture
C9/C9C	Tourist Commercial
CD12/CD12P	Comprehensive Development Zone - Airport
CD15/CD15CO/CD15IN	Comprehensive Development Zone - Airport Business Park
I3	Heavy Industrial
P3/P3P	Parks and Open Space

#### Regional Location of Site



**DISCLAIMER**  
 The data displayed is for conceptual purposes only and should not be interpreted as a legal survey or for legal purposes. If discrepancies are found between the data portrayed in this report and that of a legal survey, the legal survey will supersede any data presented herein.

## FIGURE 2

### Site Plan

Project: Phase I Environmental Site Assessment  
Location: 5533 Airport Way (YLW),  
Kelowna, B.C.  
Project No.: 22-4383  
Prepared for: YLW Airport (City of Kelowna)  
Prepared by: Ecoscape Environmental Consultants Ltd.  
Shane Pedersen, GIS Technician  
Coordinate System: NAD83-UTM Zone 11  
Imagery: ESRI World Imagery  
Site Visit: August 22, 2022  
Map Date: August 29, 2022

### LEGEND

- Streams and Rivers
- Groundwater Flow Direction
- Site
- Cadastre



**DISCLAIMER**  
The data displayed is for conceptual purposes only and should not be interpreted as a legal survey or for legal purposes. If discrepancies are found between the data portrayed in this report and that of a legal survey, the legal survey will supersede any data presented herein.



## APPENDIX C: Aerial Imagery



**Appendix C: Historical Photo**  
**Year: 1976**  
**Source: RDCO**



## Appendix C: Historical Photo

Year: 1995

Source: RDCO



**Appendix C: Historical Photo**  
**Year: 2003**  
**Source: COK**



## Appendix C: Historical Photo

Year: 2006

Source: COK



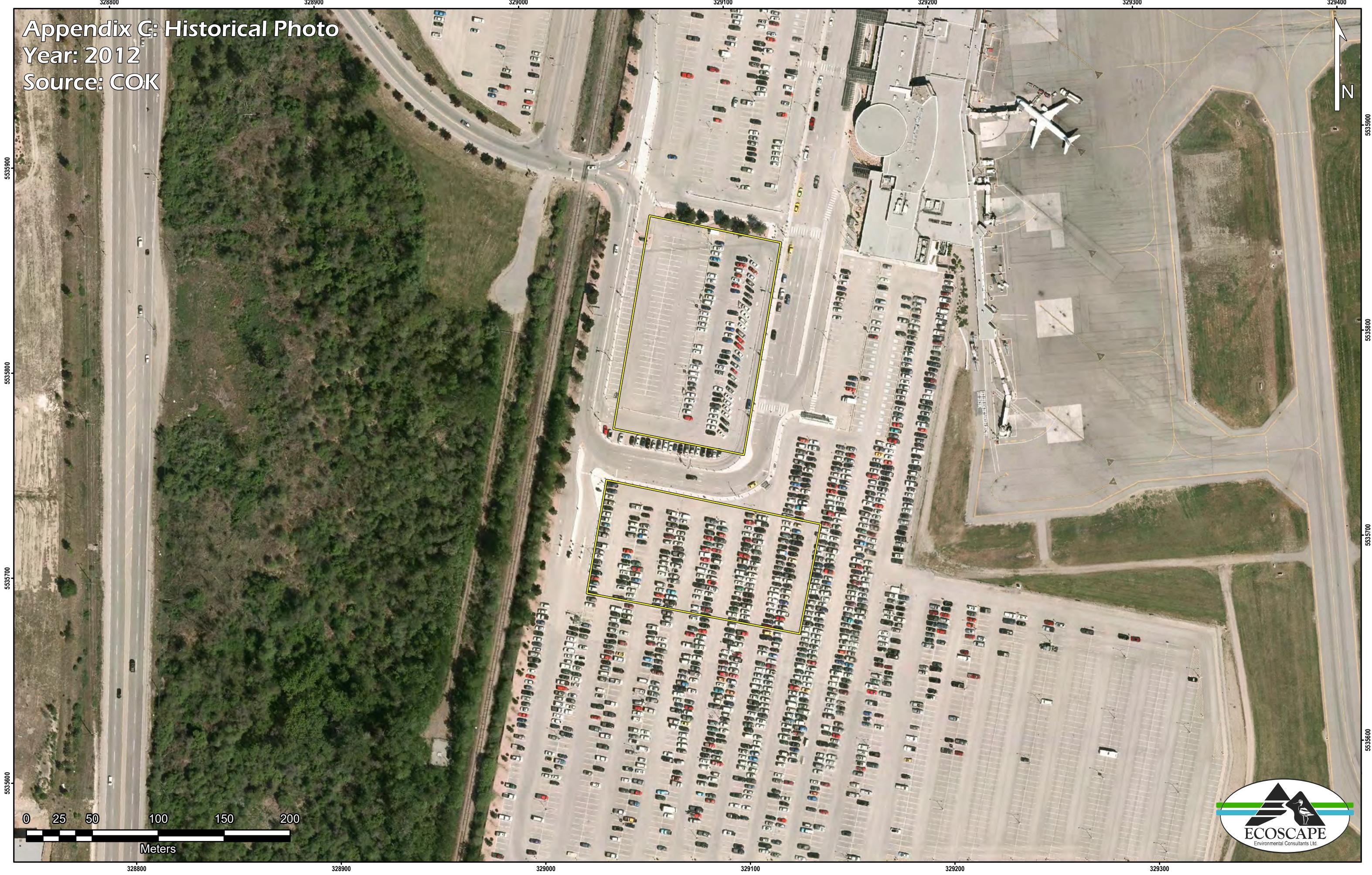
## Appendix C: Historical Photo

Year: 2009

Source: COK



**Appendix C: Historical Photo**  
**Year: 2012**  
**Source: COK**

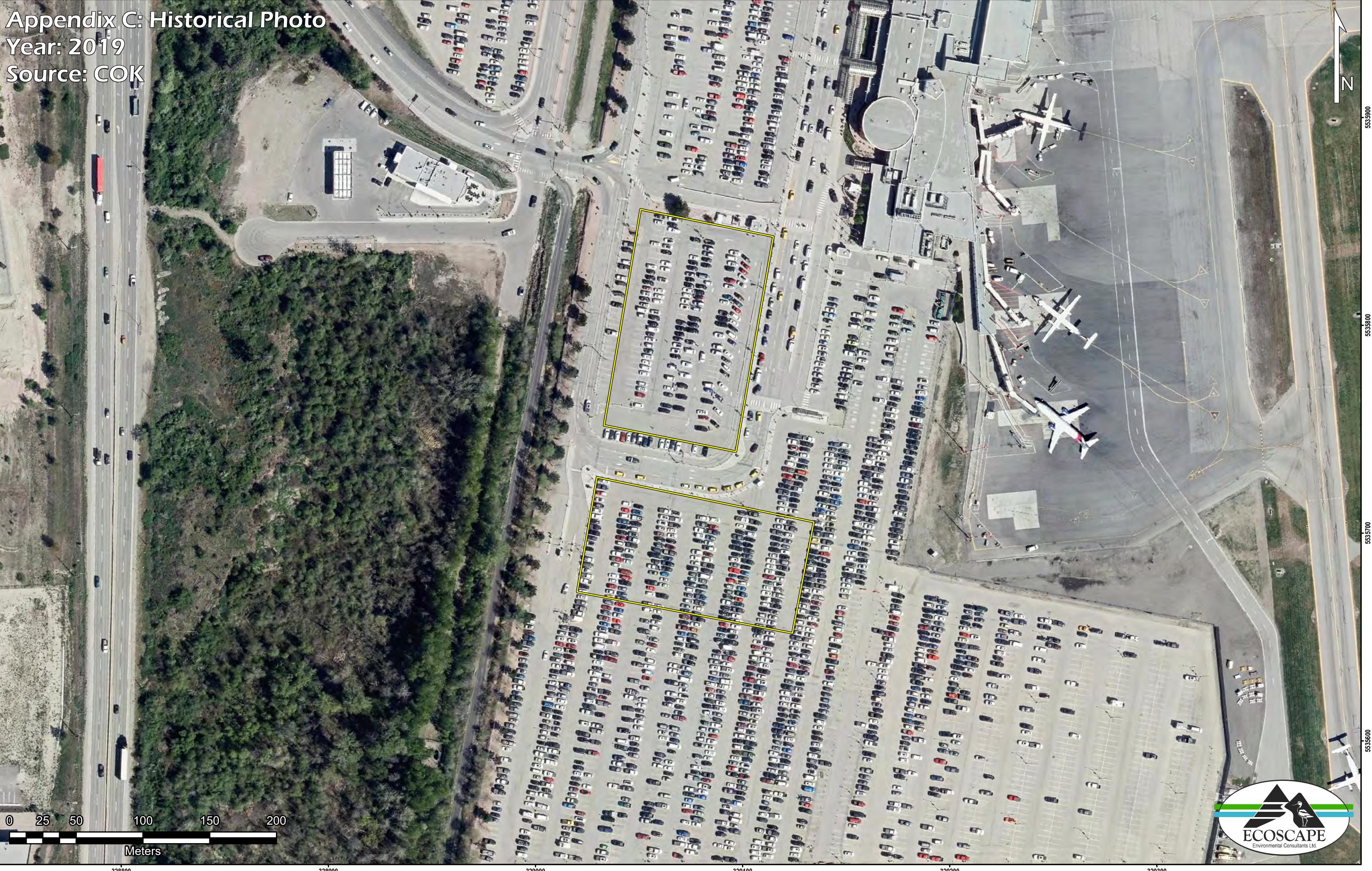


**Appendix C: Historical Photo**  
**Year: 2015**  
**Source: COK**



**Appendix C: Historical Photo**  
**Year: 2017**  
**Source: COK**







## APPENDIX D: Land Title Records

# ENVIRONMENTAL SEARCH FORM

Date: October 21, 2021

File Reference: 21-4038 - 5533 - 6305 AIRPORT WAY, KELOWNA

PID: 009-459-014

Legal Description: LOT 3 DL 32 & 120 AND SEC 14 TP 23 ODYD PLAN 11796

Land Title Office: Kamloops/Nelson

TITLE NO.	REGISTERED OWNER	TITLE REGISTERED	TITLE CANCELLED	PRIOR LEGAL(S)	CHARGE INFORMATION (LEASE, RP)
228701	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	SEPT 1961	CURRENT	LOT 3 DL 32 & 120 AND SEC 14 TP 23 ODYD PLAN 11796 PLUS OTHERS	NOT VIEWED
206697	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	APR 1959	SEPT 1961	BLK 1 DL 120 ODYD PLAN 3497	NIL
206698	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	APR 1959	SEPT 1961	LOT A DL 32 AND SEC 14 TP 23 ODYD PLAN 9539 PLUS OTHER	NIL
112917	THE CORPORATION OF THE CITY OF KELOWNA	NOV 1946	APR 1959	BLK 1 DL 120 ODYD PLAN 3497 PLUS OTHER	NIL
205566	THE CORPORATION OF THE CITY OF KELOWNA	MAR 1959	APR 1959	LOT A DL 32 AND SEC 14 TP 23 ODYD PLAN 9539 PLUS OTHER	NIL
107265	THE CORPORATION OF THE CITY OF KELOWNA	APR 1946	NOV 1946	LOT 1 MAP 1929 PLUS OTHER	NIL
				LOTS 3-10 SEC 14 TP 23 P/O; LOT 15 DL 32 & SEC 14 TP 23 P/O; LOTS 4-9 SEC 14 TP 23; LOTS 16-18 DL 32 & SEC 14 TP 23; LOT 19 DL 32; LOT 22 DL 32 P/O; ALL OF ODYD PLAN 1502	NIL
201340	THE CORPORATION OF THE CITY OF KELOWNA	SEPT 1958	MAR 1959		
36923	CHARLES WILLIAM DICKSON	AUG 1922	APR 1946	LOT 1 MAP 1929 PLUS OTHERS	NIL
16691	LAND SETTLEMENT BOARD	MAY 1919	SEPT 1958	LOTS 3-10, 15-18, 19 & 22 MAP 1502 PLUS OTHERS	NIL
IFB VOL 4 F70 28209A	CHARLES WILLIAM DICKSON	DEC 1912	AUG 1922	PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	NIL
34647	CHARLES W. DICKSON	MAY 1923	AUG 1922	PT LOT 120 GRP 1 ODYD ON PLAN B268 AND BLK A LOT 120 SHOWN IN RED ON PLAN 1572	NIL
16502	LAND SETTLEMENT BOARD	MAR 1919	MAY 1919	LOT 32 GRP 1 ODYD PLUS OTHER AND SE 1/4 OF SEC 14 TP 23 ODYD EXCEPT CANADIAN NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY	NIL

**IMPORTANT:** As all computer titles may not have been checked, charges appearing on them that could affect the property, such as leases, are not noted. Information must be checked against LTO records to verify. Please request document copies or titles if required.

Search done by: Gillespie & Company LLP. If you have any questions, please contact Dani at 1-250-828-6643.

# ENVIRONMENTAL SEARCH FORM (CONTINUED)

TITLE NO.	REGISTERED OWNER	TITLE REGISTERED	TITLE CANCELLED	PRIOR LEGAL(S)	CHARGE INFORMATION (LEASE, RP)
IFB VOL 4 F70 28209A	ELIZA JANE SWALLWELL & THOMAS WILLIAM JONES	JAN 1912	DEC 1912	PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	NIL
10593	THE CANADIAN NORTHERN PACIFIC RAILWAY COMPANY	SEPT 1915	MAY 1923	PT LOT 120 GRP 1 ODYD CONTAINING 5.77 ACRES MORE OR LESS AND BEING SHOWN ON PLAN B268	NIL
30240	CHARLES W. DICKSON	FEB 1922	MAY 1923	BLK A ODYD MAP 1572 (FORMERLY LOTS 1-22 MAP 1572)	
13528	CHARLES CHRISTIAN	MAR 1917	MAR 1919	LOT 32 PLUS OTHER TOGETHER CONTAINING 288 ACRES MORE OR LESS AND SE ¼ OF SEC 14 TP 23 ODYD SAID TO CONTAIN 160 ACRES MORE OR LESS ETC.	NIL
IFB VOL 4 F70 28209A	ELIZA J. JONES	APR 1893	JAN 1912	PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	NIL
IFB VOL 4 F70 28209A	SEE ABOVE				
21272	CHARLES W. DICKSON	MAY 1920	FEB 1922	LOTS 1 - 22 ODYD MAP 1572	NIL
AFB VOL 9 F217 13697A	CHARLES CHRISTIAN	NOV 1905	MAR 1917	LOT 32 GRP 1 ODYD PLUS OTHER AND SE ¼ OF SEC 14 TP 23 ODYD	NIL
	CROWN			PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	
IFB VOL 4 F70 28209A	SEE ABOVE				
AFB VOL 2 F651 1295A	ANNIE CAMERON	MAR 1897	NOV 1905	LOT 32 GRP 1 ODYD PLUS OTHER	NIL
AFB VOL 2 F651 1296A	ANNIE CAMERON	MAR 1897	NOV 1905	SE ¼ OF SEC 14 TP 23 ODYD	NIL
AFB VOL 1 F589 12813A	FRANK RICHTER	OCT 1891	MAR 1897	LOT 32 GRP 1 ODYD PLUS OTHER	NIL
AFB VOL 2 F651 1296A	JOSEPH CHRISTIAN	JAN 1897	MAR 1897	SE ¼ OF SEC 14 TP 23 ODYD	NIL

IMPORTANT: As all computer titles may not have been checked, charges appearing on them that could affect the property, such as leases, are not noted. Information must be checked against LTO records to verify. Please request document copies or titles if required.

Search done by: Gillespie & Company LLP. If you have any questions, please contact Dani at 1-250-828-6643.

# **ENVIRONMENTAL SEARCH FORM (CONTINUED)**

**IMPORTANT:** As all computer titles may not have been checked, charges appearing on them that could affect the property, such as leases, are not noted. Information must be checked against LTO records to verify. Please request document copies or titles if required.

**Search done by:** Gillespie & Company LLP. If you have any questions, please contact Dani at 1-250-828-6643.

The requested title search results are displayed below. There is no fee for these results.



2021-10-21 10:31:01

## Title Search Results

Requestor: KAYLA CUPELLO

File Reference:

**PID 009-459-014 S/11796////3**

**PENDING APPLICATIONS: There are no pending applications**

Title Number	Land Title District	Status	First Owner Name on Title
228701	Kamloops	REGISTERED	HE*

PARCEL IDENTIFIER (PID): 009-459-014

SHORT LEGAL DESCRIPTION:S/11796////3

MARG:

TAXATION AUTHORITY:

- 1 Kelowna Assessment Area
- 2 Kelowna, City of
- 3 Glenmore-Ellison Improvement District

FULL LEGAL DESCRIPTION: CURRENT

LOT 3 DISTRICT LOTS 32 AND 120 AND OF SECTION 14 TOWNSHIP 23 OSOYOOS DIVISION  
YALE DISTRICT PLAN 11796

MISCELLANEOUS NOTES:

ALR DF KC57523  
ALR INCL SEE DF KC90122  
SRW PL KAP75595

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN KAP11796  
STATUTORY RIGHT OF WAY PLAN KAP75595

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

## APPENDIX E: City Directories

Sunday, October 24, 2021

Dear Gwen,

**RE: Kelowna directory search (Project #21-4038)**

As per your request, please find enclosed photocopies of the entries from the Kelowna city directories for the following street/blocks:

- Airport Way ~ 5533
- Lapointe Drive ~ 5800 – 6100 blocks

For the following years:

- 2001 (the most current directory for Kelowna)
- 1998
- 1993
- 1988
- 1983

**Please note the following:**

Airport Way

- The 2001 & 1998 directories did not list the house number you requested.
- This street was not listed in the 1993 & earlier directories.

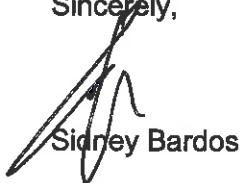
Lapointe Drive

- This street was not listed in any of the directories.

The total cost of this search and accompanying documentation came to \$50 plus GST. Our Accounting Department will be invoicing you for this amount shortly.

As always, please don't hesitate to contact us if you have any questions or concerns regarding this search or if we can be of any further assistance.

Sincerely,



Sidney Bardos



Vancouver Public Library

InfoAction - Information & Research Centre  
Vancouver Public Library, Level 5  
350 West Georgia Street, Vancouver, BC V6B 6B1  
Phone: 604-331-3612      Fax: 604-331-3611  
[infoaction@vpl.ca](mailto:infoaction@vpl.ca)      [www.infoaction.ca](http://www.infoaction.ca)

<b>ADVENTURE RD</b>		<b>ALBERTA CT</b>	<b>ALDON RD</b>	
335 Not Verified		2560 Gallacher William & E Joanne ☐+ □	1240 La France David I & Marilyn 765-4214	
340 Sandberg Darren & Kim	491-4436	763-6983	1243 Skott Gerry ☐+ □ 491-2977	
350 Harshenin John L & Marlene	765-1568	2565 Weiler Ken & Linda 868-2932	1250 Kepes V S ☐+ □ 765-6987	
355 Not Verified		2570 Arnold Norm A & Edith ☐+ □	1255 Barnes John A & Jeanne ☐+ □ 765-2857	
+ S DOUGALL RD INTERSECTS		860-7574	1265 Brawdy Dennis A & Rebecca ☐+ □ 765-1566	
BUSINESSES 1	HOUSEHOLDS 39	2575 Friend Doug D & Corrine ☐+ □	1270 Matwechuk G & Rachelle ☐+ 765-5177	
AGASSIZ RD -FROM 1899 AMBROSI RD EAST	B	862-2435	1272 Not Verified	
+ BARLEE RD INTERSECTS		Friend Jill C 862-2435	1275 Rudy Steven & Marilyn ☐+ □ 765-7790	
AIRPORT WAY -FROM HWY 97 N EAST	A	2605 Rodgers Al E & Lynne ☐+ □	1280 Not Verified	
AIR B C CARGO freight & cargo	765-8777	860-0105	1295 Martin Myles D & Beverly ☐+ □ 765-1263	
AIR B C reservations & information	861-8441	2620 Wenzel Tim R & Marcia ☐+ □	1300 Efronoff Vera ☐+ □ 765-8142	
7890 AIR CANADA	861-8441	860-9335	Efronoff Brian J & Tina 765-8142	
SKYWAY GIFT & NEWS	765-2328	HOUSEHOLDS 8	1305 Fenn N & Sheryl ☐+ □ 765-0373	
SKYWAY RESTAURANT & LOUNGE	765-3292	1305 KELOWNA ROOFING (1984) LTD	1310 Stokes Graham E & Ronda 765-9606	
OKANAGAN AERO ENGINE (1999) LTD	repr & overhaul aircraft eng	765-4441	1325 Vacant	
6191 SOUTHERN INTERIOR FLIGHT CENTRE (1993) LTD	airline	3530 SPACE CENTRE SELF STORAGE stge	1330 Bennett Robert J & Mihalee ☐+ □ 765-5926	
CARSON AIR LIMITED	765-7776	765-4125	+ HILLABY INTERSECTS	
NATIONAL CAR RENTAL car rental	765-2800	3535 B C I P INDUSTRIAL PRODUCTS INC	1335 Touroud B L ☐+ □ 765-9207	
AVIS CAR INC car rental	491-9500	765-4660	Tourroud Brian & Diane 765-9207	
6095 A O G AIR SUPPORT INC	765-9177	RITE-WAY	1355 Nadeau Andy & Sandra ☐+ □ 765-8927	
BUSINESSES 16		3545 AERO STAINLESS LIMITED mfg-restr kitchen	Valliant Brook M. 765-8927	
ATKENS CT -FROM BIGGAR RD EAST		765-2260	1355b Vollman Bonnie	
1851 Shrieves Tom & Lorraine ☐+ □	762-6337	3575 Vacant	1370 Shewfelt Jeff & Sandra ☐+ 491-0787	
1854 Grimes David W & Stacey ☐+ □	763-7127	BUSINESSES 6	1375 Not Verified	
1858 Not Verified		1320 Hayer Kewal & Surinder ☐+ □	1390 Reader Steven B & Lisa ☐+ □ 765-7512	
1862 Neale Rick P & Jane ☐+ □	860-5829	763-6886	1394 Vacant	
1863 Pearson Brian C & Tracy ☐+ □	860-0086	1326 Hunter Kelly D ☐+ □	1395 Scriver Darrell P & Claudette ☐+ □ 765-7620	
1866 Patten J Clair & Ardith ☐+ □	763-4104	762-3070	1397 Vacant	
1870 Not Verified		Hunter Rae-Ann D 762-3070	1398 Drury Brian & Alane 765-0788	
1874 Krueger Peter B & Noreen ☐+ □	763-8325	868-0926	1399 Doey Rick K & Joyce 491-5010	
1875 Jeffries Ross B & Dawn	860-0791	1332 Drebitt Edward W & Marjorie ☐+ □	HOUSEHOLDS 43	
1878 Houde Kirby & Lori		861-4457	ALEXANDER PL -FROM MICHELE CR SOUTH	
1879 Not Verified		Drebitt Stephane 861-4457	+ MICHELE CRES INTERSECTS	
1882 Fazekas Gabriele ☐+ □	868-3258	1336 Walmsley Jack & Marion... 712-0793	2141 Martens Peter & Swetlana 769-1913	
Hoch John & Charlotte	868-3258	1340 Clarke Donald & Joanne ☐+ □	2144 Golsof Linda M ☐+ □ 769-5548	
1883 EAGLES RESORT rental assoc	763-1090	860-4059	2145 Pust Rick K & Patty ☐+ □ 769-6704	
Mazzei Jim M & Trish ☐+ □	763-1090	1342 Knight Terry ☐+ □	2146 Not Verified	
1886 Vacant		Thom Meaghan 762-6276	2148 Cafelin Otto J & Livia ☐+ □ 769-6572	
1887 Not Verified		1346 Michaud M 762-6276	2149 Kadatz Walter E & Trudy ☐+ □ 769-3974	
1890 Medoro Albert & Maria ☐+ □	762-0422	1352-1371 Not Verified (4 Hses)	769-4876	
1891 Pomroy T ☐+ □		1379-1385 Vacant (2 Hses)	2152 Willner J T ☐+ □ 769-3974	
1894 Fusco Peter & Luisa..	762-9342	1391 Lundgren Brent & Michelle ☐+ □	2153 Not Verified	
1895 Salekin Margaret E	860-6110	860-2948	2156 Mc Leod Frank R & Jennifer ☐+ □ 769-7189	
1896 QUICK STOP FLAGGING	717-7720	1397 Not Verified	2157 Kohlgruber Willi & Margret ☐+ □ 769-3841	
Sobchak Mark E & Kelli ☐+ □	862-9026	+ WILSON AV INTERSECTS	2160 Wicks Evan P ☐+ □ 769-1097	
1898 Not Verified		HOUSEHOLDS 14	Bonovitch Carol E. 769-1097	
BUSINESSES 2	HOUSEHOLDS 21	1001 Johnson Richard R & Linda ☐+ □	2162 Jacobson Perry A & Rayne ☐+ □ 769-4763	
ALAMEDA CT -FROM 655 CLIFTON RD NORTHEAST		765-0358	2162 Not Verified	HOUSEHOLDS 13
+ BRITANICO RD INTERSECTS		1008 Norton Denis H & Marguerite ☐+ □	ALEXANDRIA WAY (WESTBANK)-FROM SHANNON LAKE RD WEST	
3 Bastian Joe H & Bouwiens ☐+ □	861-5761	765-4840	2450 Not Verified	
4-5 Not Verified (2 Hses)		+ FELIX RD INTERSECTS	2452 Marlow Andy V & Tina ☐+ □ 768-9665	
8 Johnston Bob & Leslie ☐+ □	861-9087	1021 Boutin Mike & Bernice ☐+ □	2454-2455 Not Verified (2 Hses)	
9 Paul Joseph M & Audrey ☐+ □	763-7008	1029 Vella Jo T ☐+ □	2456 Vacant	
12 Laing John D & Norma ☐+ □	860-8131	491-0009	2457 Aiello Bruce & Dallas ☐+ □ 768-2457	
13 Not Verified		Uppal Geeta 491-0009	Aiello Danielle 768-2457	
16 Vacant		1034 Wasman Brian R & Shawna ☐+ □	2458 Bate Bill & Bev 768-7508	
17 Downer Gary & Susanna ☐+ □	861-5317	765-6410	Flamming Cheryl 768-7508	
20 Petty Robert D & Alice ☐+ □	763-6597	1037 Walters Brian G & Corallee ☐+ □	2461 Not Verified	
21 Not Verified		491-0201	2462 Stickler S ☐+ □ 768-4226	
	HOUSEHOLDS 9	1040 Brown Curtis B & Virginia ☐+ □	2466 Vacant	
ALBERTA CT -FROM 2649 O'REILLY RD WEST	A	765-1768	2468 Smith Mike & Samantha ☐+ □ 768-6958	
2655 Osvik, Donald S & Susan ☐+ □	763-4052	1045 Wyatt Mike A & Tammy ☐+ □	2469 Not Verified	
		765-8704	2470 Nikodym Jerry & Jerry ☐+ □ 768-1921	
		1046 Vandermeer William C & Leona ☐+ □	Nikodym Radka 768-1921	
		765-0791	2471 Colibaba Ron & Shannon ☐+ □ 768-4396	
		1052 Desabrais Wayne C & Mary ☐+ □	Colibaba Michael 768-4396	
		765-6374	2472 Not Verified	
		Artoniuk Leena 765-6374	2473 Mahannah Jim S & Shelly ☐+ □ 768-0435	
		1053 Knorr Anton & Frances ☐+ □	2474 Borowetz John & Mary ☐+ □ 768-2926	
		765-9287	2475 Wipf C ☐+ □ 768-0135	
		1058 Hansen Brian & Deanna ☐+ □	2476 Not Verified	
		765-8594	2477 Dixon Holly 768-1353	
		1061 Stewart Robert B & Carol 765-7909	2478 Dmytryshyn Dave J & Michelle ☐+ □ 768-7742	
		765-4446	DMYTRYSHYN & ASSOCIATES 768-3777	

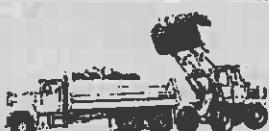


# OK EXCAVATING

ALL SIZES OF ROCK FROM LANDSCAPE TO RETAINING WALL

764-4908 • FAX: 764-2782

709 DEHART RD., KELOWNA V1W 1C8



## NEW NEIGHBOR

161

-200

LANSBURY WAY to LAWRENCE AV

LANSBURY WAY (WB)	
3577 Tocher R G & Mona	768-0092
3578 Parsons Glenn & Michelle	768-3747
3581 Veitch R W & Connie	768-3498
3584 Vacant	
3585 Boose Robert	768-4223
3590 Duncan David R & Carol	768-0509
3596 Gutier David & Spinn	768-0747

LAST RD (WB)	
120 Nickel Stan	767-0806
140 Trudeau Reg & Rollands	768-6693
2424 HEADS UP HAIR SALON	
2436 Thesien Walter N & Josephine	768-5445
2441-2443 Not Verified (2 Hses)	
2447 Horne D M	768-3325
2449 Jack L	768-3703
Beadle Norman	768-3703

LARGE AV -FROM DUNCAN DR WEST

+ ST CLARE CT INTERSECTS

1692 Davenport Leslie R & Valerie	765-3197
1697 Reynolds Mike P	765-9702
1723 Frederick John M & Rita	765-9157
Frederick Patrick J	765-9157
1747 Hamilton T	765-9157
+ ST CLARE CT INTERSECTS	
1748 Not Verified	
1763 Elder Kyle V & Chris	765-9891
1764 Williams Dwayne A & Marlene	491-0360
1788 Jones David H & Brenda	765-7019

+ OSWELL DR INTERSECTS

1817 Shkrabuik James A & Phyllis	765-7135
1818 Not Verified	
1829 Walker John G & Laurel	765-8469
Walker Jeff J	765-8469
Walker John C	765-8469
1830 Not Verified	
1841 Mc Grath Ken	491-0569
1842 Gusschuk N P	765-2330
+ DUNCAN DR INTERSECTS	
1853 Vacant	
1854 HUMMINGBIRD LAWN & LANDSCAPING	491-0844
Brown Robert B & Joan	491-1980
1866 Frederiksen P	765-6712
1876 Vacant	
1878 Not Verified	
1890 Tufts David H	765-2487
Calliou Bob R	765-2487
1893 Vacant	
1896 Stigic Gerry P	491-2556
BUSINESSES 1	HOUSEHOLDS 20

LARRY RD -FROM 702 KITCH RD WEST

730a Papineau Cory & Lois	868-3686
C J'S LAWN & YARD	868-3686
740 Alseth Y D	860-8102
750 Morlock J	860-5042
Morlock B	860-5042
BUSINESSES 1	HOUSEHOLDS 3

LAST RD (WESTBANK)-FROM OLD

OKANAGAN HWY WEST	
2400-2409 Not Verified (2 Hses)	
2410 Stanford Lillian	768-9462
2412 Goertzen P Alan	768-4971
2415 1 Vacant	
2 Kennedy R Jack & Vera	768-2724
3 Vacant	
4 Benesh Stephen J	768-7444
2418 Wells John B & Rita	768-2335
Wells Kate	768-2335
2421 CENTRAL OKANAGAN CO-OP HOUSING	co-operative

housing co-operative	768-3060
1 Millar James J & Daisy	768-7380
2 Mc Colman James M & Bernice	768-7674
3 Wanbor Gordon H	768-2987
4 Southwick Alfred	768-7471
5 Cross Helen	768-4512
6 Cannard Murray S & Marilyn	768-1697
7 Kelly J D	768-5182
8 Marsden Leslie	768-3532
9 Emmery William & Elsie	768-0465
10 Nielsen Lawrence E & Betty-Rita May	768-9053
11 Bachman Charles L & Audrey	768-2936

LAST RD (WESTBANK)-FROM OLD

LAST RD (WB)	
120 Nickel Stan	767-0806
140 Trudeau Reg & Rollands	768-6693
2424 HEADS UP HAIR SALON	
2436 Thesien Walter N & Josephine	768-5445
2441-2443 Not Verified (2 Hses)	
2447 Horne D M	768-3325
2449 Jack L	768-3703
Beadle Norman	768-3703

BUSINESSES 2 HOUSEHOLDS 25

LATTA RD -FROM MC KENZIE NORTH

A + MC KENZIE RD INTERSECTS

1235 Vacant	
1240 Not Verified	
1255 St Louis Bob Z & Dawn	765-1827
1275 Infantii Lou & Phyllis	765-5879
1295 Pryer P	
1300 Simla Larry & Wendy	765-3613
Simla Craig	765-3613
1305 Yamaoka C	765-1265
1315 Yamaoka Brian & Bea	765-5536
1331b Schmidtke Gunther & Agnes	765-6187

1341 Not Verified

+ LAKHA RD INTERSECTS

1360a Cormier T	765-6836
1360b Blaskovits Otto E & Mary	765-5656
1362-1391 Not Verified (2 Hses)	
1400 Terada George	765-5635
Terada Lani	765-5635
Terada Ricky	765-5635
1431 Terai Stan & Dorothy	765-5705
1445 Chauhan Daljit & Manjit	765-6351
Chauhan Kam	765-6351
1448 Nagra Surjit S. & Manjit	765-0722
Nagra Kurwant	765-0722

1448b Morgan Ellen S

Thompson John

1456 Clyde J C

Clyde H

1466 Teather Herbert & Rita

publisher

seniors publication

Rickard Joel A & C Darlene

1498-1 Botterill Ron C & Cathy

1498-2 Vacant

1498-3 Not Verified

1498 Vacant

BUSINESSES 1 HOUSEHOLDS 24

LAUREL AV -FROM 1099 GORDON DR WEST

970 GLENMORE MILLWORK addl sp

980 CROWN WEST

983 GLENMORE MILLWORK retail millwork

762-3011 KELOWNA GLASS LIMITED glass

windows & doors retail

860-4019 984-986 Vacant (2 Hses)

990 MANGOLD RADIATOR SERVICE

radiators

763-2325 + GORDON DR INTERSECTS

BUSINESSES 5

LAUREL RD -FROM 3900 MUGFORD RD NORTH

400 Mac Kinnon Sheldon J

401-404 Vacant (4 Hses)

405 Not Verified

406 Manuel Jay Dee & Emily

407 Beale T

Blundin C

408 Bernal Sherry

410 Thibert Micheline D

412 Deregt Stephanie

414 Vacant

416 Rafil Fritz & Astrofet

Lambolo Amy Grace

418-420 Vacant (2 Hses)

421 Carroll D R

765-6574 423-433 Not Verified (4 Hses)

## LAUREL RD

435 Pakeman Linda

437 Seefried Holly

444-446 Not Verified (2 Hses)

448 Vacant

450 Scott Linda

Lee Jason

455 Bourassa Jackie L

Modde Randy E

+ HARDIE RD INTERSECTS

HOUSEHOLDS 19

LAURENCE RD -FROM BENOULIN RD EAST

1405 PIONEER COUNTRY MARKET fruit

veg stand

1485 Not Verified

1519 Kilgren Ted

860-2449 1524 Not Verified

BUSINESSES 1 HOUSEHOLDS 3

LAURIER AV -FROM 1787 ETHEL ST EAST

913 Jones-Sands Sandi

868-8997 914 Not Verified

924 Kraft Rudy

763-8776 925 St Jean A

Mc Kiel S

762-3063 934 Bowles M S

762-4993 935 Lingl Art

762-6333 945 Gee S L

762-6597 946 Laimana Kalani P

763-2939 947 Not Verified

953 Klingspon Roger

762-8502 962 Not Verified

964 COMFORT LIVING residential housing

970 Lynch William F & Ann

862-8528 972 Not Verified

973 Vacant

979 Not Verified

989 Luciw Donald J & Olivia

763-2253 998 Neilsen K

868-0655 + BOWES ST BEGINS

1002 Deleurme W

860-9661 1007 Vacant

1010 Banziger Emil & Elsa

762-3223 1018-1019 Vacant (2 Hses)

1024 CAPRI SENIORS HOME community

seniors residence

1025 Not Verified

1033 Vacant

</

**COMPLETE SECURITY**

**DOORS! DOORS! DOORS!**

Windows • Window Guards • Doors • Security Hardware • Sales • Installations  
#4 - 1905 Evergreen Court, Kelowna, B.C. V1Y 9L4 MARK JONTZ

- MARK JONTZ

762-4745

**NEW NEIGHBOR**

1

1998

ACLAND RD to AITKENS CT

ACLAND RD	cont'd	ADAMS RD	cont'd	ADVENTURE RD	cont'd
2-3 Vacant (2 Suites)		221 SHANAHAN'S LTD building specialists		Orr Elizabeth	765-5446
4 PITNEY BOWES mailing equip warehouse		765-5255		175a Ellis Laurence T & Ann [I+ A] 765-2128	
5 SUNDECK WINDOWS sundeck enclosed skylight	765-8100	222 ACUTRUSS INDUSTRIES (1998) LTD	765-2907	175b Vacant	
11 MISTER DELICIOUS popcorn fcy-whol. & ret	491-1141	SUPER JOISTS INC floor joists	765-2907	180 Young B [I] A	765-9425
16 PACIFIC WESTERN PROTECTION fire safety fire alarm	765-3473	245 E & W REPAIRS & WELDING heavy equipment repair	491-3355	190 Ens Henry & Mary [I+ A]	765-6204
18 Vacant		251 HEARTWOOD MANUFACTURING LTD wholesale office	765-4145	195 Wray William A & Ester [I]	765-0819
21 JET STREAM FOODS INC	765-4733	247 OKANAGAN FIRE PROTECTION SERVICE LTD design, installation mtcs		205 Krapenuhl Wolfgang & Edda [I] A	765-0189
2600 101 COAST WHOLESALE APPL LTD major electrical home appl	765-2421		765-0660	Krapenuhl Ingeburg	765-0189
2550 30 B C BANKLOCK INC video surveillance & recording	491-4949	273 OKANAGAN SCAFFOLD & SHORING	765-2955	210 Not Verified	
OKANAGAN LOCK & SAFE LTD supplier	491-4949	395 KELOWNA MOVERS	765-1125	220 Neitsch David & Michele [I+ A] 765-5066	
15 FIFTEEN TV VCR DIGITRONICS repair	765-8369	393 TRAMPOLINE STORE trampoline supplies	765-3707	225 Humphreys Arthur & Minnie [I+ A] 765-7155	
26 LADIE 'R'S CAFE	491-1023	451 DOORLAND residential & commercial doors	765-1128	230-235 Not Verified (2 Hses)	
25 NORCAN FLUID POWER LTD hydraulics	491-2188	464 OKANAGAN HARDWOOD FLOORING CO LTD suppliers & installers	765-2610	245 Counsell Ken & Margaret [I] A 765-0806	
25 CEDAR GREEN handcrafted greenhouses gazebo	491-3171	464 Vacant		250-260 Vacant (2 Hses)	
28 PROCESS PRODUCE packaging of produce	765-6609	472 WALLY'S ROOFING (1984) LTD	765-4333	265 Palmer Rex [I+ A]	765-7555
22 Vacant		486 SAWCHUK DEVELOPMENT CO LTD	765-3838	275 Not Verified	
2600 B CREATIVE DOOR SERVICES LTD mfg garage doors	491-2012	786b CONAG ALIGNMENT PRODUCTS LTD	765-1907	280 Friessén Henry & Agnes [I]	
103 CENTURY LANE KITCHENS INC cupboards & cabinets	765-2366	555 KELOWNA WESTERN STAR TRUCK SALES LTD	765-5555	290 Lesko Ernest H & Helen [I+ A] 765-7557	
BUSINESSES 38		3 ORCHARD CITY MOVERS LTD	765-4991	300 Hagel Ronald P & Theresa [I+ A]	765-5351
ADAMS CT -FROM 590 ADAMS RD EAST.		4 F C AEROZYNE KILNS LTD kiln mfg	765-5800	305 Bolt Robert A & Hannelore [I+ A]	765-0135
630 COMMAND INDUSTRIES INC steel fabricators	765-0239	FRANK CONTROLS 1988 LTD kiln controls	765-5800	310 Not Verified	
635 Plaza		555 Vacant		315 Wilson Ed & Louise [I+ A]	765-9665
HARMONY HOMES contr	765-5191	J & K CUSTOM WOODWORKING cabinets	765-1230	335 Wedel John H [I+ A]	765-6108
HARMONY CO-ORDINATION SERVICES LTD consultants	765-5191	567 DOPPELMAYER LIFTS LTD skid lift mfr and instl	765-3000	340 MAURICES PLUMBING plumbing	491-3663
Room Numbers		588a OKANAGAN TREE & LAWN CARE spray & pest control	765-8784	Poitras Maurice J [I] A 491-3663	
1 JETRUK DISTRIBUTION CO LTD freight distr	765-3831	KODIAK DRYWALL LTD	765-3033	Spoljaric Patricia L 491-3663	
GRIMSHAW TRUCKING sub co of tetruk	765-5288	595 CENTRAL CITY HARDWARE (1980) LTD	765-5127	Spoljaric Roza L 491-3663	
2 KINDERSLEY TRANSPORT LTD	491-0387	612 R & L EXCAVATING	765-0330	350 Harshenin John L & Marlene [I] 765-1568	
2 TIGER COURIER INC courier serv	765-6083	600 WEATHERDEK INSTALLATIONS INC vinyl waterproofing decking	765-5575	355 Not Verified	
4 Vacant		613 PUROLATOR COURIER LTD courier services	765-9422	+ S DOUGALL RD INTERSECTS BUSINESSES 2 HOUSEHOLDS 34	
650 REIMER HARDWOODS LTD hardwood & plywood retail	765-7212	BUSINESSES 38		AGASSIZ RD -FROM 1899 AMBROSI RD EAST	
675 OKANAGAN TRACTOR & EQUIPMENT (1988) LTD	765-9765	ADDISON RD -FROM THACKER NORTH			
680 R & R REINFORCING LTD sup & instl reinforcing	765-2077	3113@ Zoobkoff Peter W & Elizabeth [I]	769-5806	AIR B C CAROO freight cargo	765-8777
710 SUNDIAL RECYCLERS new-used structural steel	861-8066	3123-3130 Not Verified (2 Hses)		SKYWAY GIFT & NEWS	765-2328
BUSINESSES 11		3143@ Schmidt Troy N & Lee Ann [I]	769-5298	SKYWAY RESTAURANT & LOUNGE	
ADAMS RD -FROM 3015 SEXSMTN RD NORTH		3163-3170 Not Verified (2 Hses)			
105 CENTRAL VALLEY TRUCK SERVICE LTD	765-7738	3189@ Gregov Zeljko	789-3613	765-3202	
124 101 CAMCO CARBIDE & STELLITE SPECIALIST cutting tools	488-2355	HOUSEHOLDS 7		OKANAGAN AERO ENGINE repr & overhaul aircraft eng	765-9718
125 CONVOY SUPPLY LTD constr material roofing siding	765-1441	ADVENTURE RD -FROM 165 VENUS RD NORTH		OKANAGAN PRECISION MACHINE LTD machine shop	765-1611
135 Vacant		104 Bond Robert J & Darlene [I+ A]	765-7236	HERTZ CANADA LTD car rental	
172 FALCON SCAFFOLD & SHORING	765-2323	105 Edwards Les W & Jackie [I+ A]	765-2719	765-3822	
174 J C OFFICE TRAILERS LTD	765-1349	110 Not Verified		BUDGET RENT A CAR car rental	765-9882
185 BONANZA MEAT PKRS LTD	765-9741	118 Azama Mahabu & Etsuko [I] A 765-5179		WEST JET airline	491-3441
194 CENTRAL WATER SEWER & SERVICES LTD water & sewer sup wholesale	765-5186	28 Dawson Douglas W & Sandy [I] 765-2923		AIR B C airline	765-5850
205 NORELCO CABINETS (1989) LTD	765-2121	125 BELGO ELEMENTARY SCHOOL	765-8900	CANADIAN REGIONAL AIRLINES airlines	765-9912
214 PEARCE JAMES CONTRACTING LTD genl contr	765-3233	128@Rower Timothy & Tracey	765-7755	GREYHOUND AIR airline	661-8747
ARCAN ENTERPRISES LTD genl contr	765-9246	Rowen Gerald & Patricia	765-7755	NORTHERN AIR SUPPORT LIMITED aircraft charters-mtcs	765-0100
215 STEELS INDUSTRIAL PRODUCTS LTD bldg materiel wholesales	765-9800	134 Vacant		6191 SOUTHERN INTERIOR FLIGHT CENTRE (1993) LTD airline	765-7776
217 FALCON MANUFACTURING LTD mfg aluminum	765-2323	146 Vacant		CARSON AIR LIMITED airline	765-7776
		146b@Harper K	765-4717	NATIONAL TILDEN car rental	765-2800
		152 Syrynk M [I+ A]	765-1687	AVIS car rental	491-9500
		156 Mathews S E [I]	765-4382	BUSINESSES 16	
		158 Husch Nick & Frieda [I+ A]	765-8098		
		160 Voss Erna M [I+ A]	765-5446		
		1875-1879 Vacant (3 Hses)			



# TRU-PERFORMANCE

860-1339

#5-1925 Kirschner Rd., Kelowna

SALES • SERVICE • SATISFACTION

IS • BULK STORAGE • LIFETIME WARRANTY  
• CAREER OPPORTUNITIES • ENVIRONMENTALLY FRIENDLY

**MOHAWK**

SALEM'S MOHAWK  
**763-7474**  
• Complete Grocery Store • Full Service Gas • Spray Car Wash  
1135 Highway 33 Kelowna (Hwy. 33 & Gortner Rd.)

# Terry Lock Contracting Ltd.

2662 Woodland Cres.  
Kelowna, B.C.  
V1W 2R4

- General Contracting
- Leasehold Improvements

Phone 861-5507  
FAX 861-5596  
Pager 861-0192

V1X 2H5

3

1993 -

\* NEW NEIGHBOR

**ADAMS CT -Contd**

CANADIAN OIL FILTER RECOVERY  
CORP richard norris v pres  
VORTEX ENERGY SYSTEMS INC  
635 Plaza  
HARMONY HOMES contr 765-5191  
HARMONY CO-ORDINATION SERVICES LTD consultants 765-5191  
Room Numbers  
1 JETRUX DISTRIBUTION CO LTD delivery service 765-9031  
GRIMSHAW TRUCKING  
2 CANADIAN FREIGHTWAYS PARCEL EXPRESS del serv 765-4442  
3 R & L EXCAVATING underground contracting rental  
650 REIMER HARDWOODS LTD hardwood & plywood retail 765-7212  
675 BLDG UNDER CONSTN  
680 R & R REINFORCING LTD sup &instl reinforcing steel 762-2077  
685 LO COST INSULATION install insulation 765-9956  
7 BUSINESSES

**29-A ADAMS RD -FROM 3015 SEXSMITH RD NORTH**

105 CENTRAL VALLEY TRUCK SERVICE LTD 765-7738  
125 CONVOY SUPPLY LTD contractor sups & equip 765-1441  
135 SUNDIAL RECYCLERS new & used steel equip 765-6294  
Cornell Doug & Mary 2 765-3779  
174 Vacant  
185 Vacant  
184 CENTRAL WATER SEWER & SERVICES LTD water & sewer sup wholesale 765-5186  
205 NORELCO CABINETS (1989) LTD 765-2121  
214 JAMES PEARCE CONTRACTING LTD mech contr 765-3233  
ARCAN ENTERPRISES LTD genl contr 765-3246  
QUEST CONTRACTING 765-3343  
215 STEELS INDUSTRIAL PRODUCTS LTD bldg material wholesales 765-1125  
217 FALCON MANUFACTURING LTD mfg aluminum 765-2323  
221 SHANAHAN'S LTD building specialists 765-5255  
222 ACUTRUSS INDUSTRIES (KELOWNA) LTD 765-2907  
SUPER JOISTS INC  
251 CENTURY CABINETS INC 765-2966  
451 DOORLAND residential & commercial doors 765-1128  
484 OKANAGAN HARDWOOD FLOORING CO LTD suppliers & installers 765-2610  
BENNETT CONTRACTING LTD contracting  
472 WALLY'S ROOFING (1984) LTD 765-4333  
486 SAWCHUK DEVELOPMENT CO LTD 765-3838  
486b DANRON MECHANICAL 765-3211  
555 KELOWNA WESTERN STAR TRUCK SALES LTD 765-6555  
4 AIRODYNE F C KILNS LTD kiln mfg  
FRANK CONTROLS 1986 LTD kiln controls  
A M J CAMPBELL VAN LINES moving and storage units 765-1170  
3 ORCHARD CITY MOVERS movers 765-4991  
J & K CUSTOM WOODWORKING cabinets 765-1230  
U PAK SHIPPING & MOVING CONTAINERS 762-4405  
567 DOPPELMAYR LIFTS LTD ski lift mfr and instl 765-3000  
580a INFULPRO (KELOWNA LTD) contractors insulation 765-6511  
580d KOIKA DRYWALL 765-3033  
585 CENTRAL CITY HARDWARE (1980) LTD 765-5127  
613 PUROLATOR COURIER LTD courier services 287-3027  
1 HOUSEHOLD 30 BUSINESSES

**ADVENTURE RD -FROM 165 VENUS RD NORTH**

104 Bond Robt J & Darlene M 2+ 765-7238  
Bond Lori 765-7236  
Bond Jamie 765-7236  
105 Edwards Les W & Jackie A 2+ 765-2719  
110 Not Verified  
116 Azanza Manabu & Etsuko 2 765-5179  
122 Odermat Paul G & Michele A 2 765-3697  
125 BELGO ELEMENTARY SCHOOL 765-8900  
128-134 Vacant (2 Hses)  
• BENCHVIEW RD INTERSECTS  
140 Not Verified  
148a Weninger Glen 2 765-3594  
148b Bonson Don G & Grace E 491-0338  
152 Syrynk John & Mary 2+ 765-1667  
Syrynk Brock 765-1667  
156 Vacant  
158 Husch Nick & Frieda 2+ 765-8096  
160 Voss Erna M 2 765-5446  
Orr Ellz 765-5446  
175a Ellis Laurence T & Ann F 2 765-2126  
Ellis Laurie 765-2126  
175b Vacant  
180 La Rochelle Wayne & Leslie A 2 765-2631  
190 Ens Henry & Mary 2+ 765-6204  
195 Wray Wm A & Ester 2 765-0819  
205 Parker Sidney & Kathleen 2 765-3107  
210 Regamble M L 2+ 765-7066  
220 Neitsch David & Michele 2 765-5066  
225 Humphreys Herbert A & Minnie 2+ 765-7155  
230 Thacyk Gerry F & Diane 2+ 765-8466  
235 Freiter Julius & Annie 2+ 765-8344  
245 Counsell Ken & Margt 2 765-0806  
250 Forsythe Malcolm & Marie 2 765-5038  
260 Dinh Thai & Mai 765-9881  
265 Palmer Rex & Caroline 2+ 765-7555  
275 Not Verified  
280 Friesen Henry & Agnes 2+ 765-7557  
Leisko Ernest H & Helen 2+ 765-7557  
Leisko Dennis 765-7557  
Leisko Ken 765-7557  
300 Haig Ronald P & Theresa G 2+ 765-5351  
305 Bulk Robt A & Hannelore E 2+ 765-0136  
310 Douziech P 2 765-5846  
315 Wilson Ed & Louise 2 765-9665  
335 Wedel John H 2+ 765-8108  
340 Vacant  
350 Harshenin John L & Marlene massage therapist 2 765-1588  
355 Tomyk Wm 2+ 765-1745  
• S DOUGLASS RD INTERSECTS  
34 HOUSEHOLDS  
2 BUSINESSES

**37-B AGASSIZ RD -FROM 1899 AMBROSI RD EAST**

• BARLEE RD INTERSECTS

**38 AITKENS CT -FROM BIGGAR RD EAST**

1854 Under Constr  
1858 LOT SITE ONLY  
1859 Under Constr  
1862 Neale Rick & Jane 2 860-5829  
1863 Under Constr  
1866 Under Constr  
1870 Under Constr  
1874 Under Constr  
1883 Under Constr  
• BIGGAR RD INTERSECTS  
• CROSEY RD INTERSECTS  
• DALLAS RD INTERSECTS  
236 Westerhout Cindy 861-3785  
2 HOUSEHOLDS

**35 ALAMEDA CT -FROM 655 CLIFTON RD NORTHEAST**

\* BRITANICO RD BEGINS  
3 Bastian Joe H & Bouwen 2+ 861-6761  
4 Fowler Tom 2 868-2016  
5 Reid Robt D & Kathy J 2 763-2819

28 8 Johnston Bob & Leslie 2 861-9087  
9 Paul Joseph M & Audrey J 2+ 763-7008  
12 Goughnour Barry R & Norma L 2+ 860-8131  
13 Spicer John H & Irene 2+ 762-6902  
16-16 Not Verified (3 Hses)  
17 Ross Walter & Margaret 2 861-4787  
20 Rojem Ernest & Rose E 2+ 763-6655  
21 Not Verified  
11 HOUSEHOLDS

**23 ALBERTA CT -FROM 2649 O'REILLY RD WEST**

2555 Olsvik Donald S & Susan K 2 763-4052  
2560 Gallacher Wm & E Joanne 2 763-6883  
2565 Weiler Ken & Linda 868-2932  
Weiler Laurie 868-2932  
2570 Arnold Norm & Edith 860-7574  
2575 Friend Doug & Corrine 2 862-2435  
2805 Rodgers Al & Lynne 2 860-0105  
2810 Epp Reynold C & Jenica 2 860-4257  
2820 Wenzel Tim & Marcia 2 860-9335  
8 HOUSEHOLDS

**29-A ALCAN RD -FROM 2800 N HIGHWAY 97 WEST**

3605 BORDEN INSULATION SERVICES LTD 765-1454  
KELOWNA ROOFING (1984) LTD 765-4441  
3530 SPACE CENTRE SELF STORAGE size 765-4125  
3535 FIVE H SALES LTD industrial rubber equip 765-4660  
MC INTOSH SUPPLY liquid sup handling equip 765-4660  
3545 DOORLAND KELOWNA LTD show room 765-8500  
DOORLAND-WESTERN PACIFIC DOORLAND LTD doors windows s/s ofc 765-8500  
3675 KAYCAN LTD wholesale siding 765-4411  
7 BUSINESSES

**19 ALDER CT -FROM 1120 WILSON AV SOUTH**

1320 Heyer Kewal & Surinder 2 763-6886  
1326 Vacant  
1328 Langner Stewart & Sandra 762-5663  
1332 Beerwald Peter K & Lorraine H 2+ 762-6241  
1336 Mc Neil Joyce 2+ 763-7359  
1340 Evans S 2 763-0708  
1342 Knight Terry 2 762-8276  
1346 Ankerman Keith & Marcia 2 763-4423  
1352 Sheriff Chris & Wendy 763-2687  
1358 Cotton Glen A 2+ 763-5204  
Cotton Paul 763-5204  
1365 Ritchot Randy & Elaine 2 763-0993  
1371 Ratkowski Joseph B & Nellie A 2+ 763-1620  
1379 Ogram Roger & Colleen 2 868-3629  
Basement Not Verified  
1385 Mitscheke Glen K & Rita A 2+ 763-3878  
1391 Lundgren Brent & Michelle 860-2948  
1397 Hallberg Thor & Sylvie 763-7271  
• WILSON AV INTERSECTS  
16 HOUSEHOLDS

**32 ALDON RD -FROM 182 FITZPATRICK RD SOUTH**

1008 Norton Denis H & Marguerite A 2 765-4840  
1001 Johnson Rick & Linda 2+ 763-0993  
• FELIX RD INTERSECTS  
1021 Boutin Mike & Bernice Boutin Bernice  
1029 Vella Jo T 2 491-0009  
Hurren Denisse 491-0009  
Uppal Gleta S 491-0009  
1034 Walsh Rick & Edna 2 765-6277  
Walsh Kevin 765-6277  
Walsh Sandi 765-6277  
1037 Walters Brian & Corallee 2 491-0201

# RUTLAND TIRE SERVICES LTD



Mobile Service - High Speed Balancing - Farm - Passenger - Truck  
Automobile Repair & Tune-Up - Brakes - Shocks - Lube & Oil - Computerized Alignments

2759 Hwy. 97 N. V1X 4J8

Phone 861-6688, FAX 861-5120

Free Estimates  
Erback, Owner

103 - 1993 -	
★ NEW NEIGHBOR	
LANFRANCO RD-Contd	967 Borszcz M [ ] • 861-6466
13 Mac Lachlan Jim & Marion [ ]	Deschatelets Christie 763-6456
862-8972	Deschatelets Robert 763-6456
14 Gage Gordon R & Shirley M [ ] •	967 Not Verified
861-1834	978 Ryan Terry & Anne [ ] • 763-9015
15 Meadows Norman N [ ] • 861-9056	999 Kulak Egon & Rita M [ ] • 762-4573
16 Dickson William R & Myrna Y [ ] •	- BARBERRY ST BEGINS
861-5547	- BARBERRY ST BEGINS
16 Dickson Myrna Y 861-5547	1007 Krahn Cornelius [ ] • 763-3419
17 Welmer Rodney [ ] • 763-7246	1020 MEADOWS THE condominiums 860-4475
18 Fournier John M & Valentine [ ] •	1 Mcleod Allan R & Pat A [ ] •
861-6074	860-2146
19 Liesemer E.M. [ ] • 861-4789	LEISURE BOAT LIFTS 860-2146
20 Lesmeister W.G. [ ] • 762-3263	2 Cojocar A [ ] • 762-3379
21 Krownchuk Donald & Madeline [ ] •	3 Lamontagne Ulric & Therese [ ] •
861-3879	762-9288
22 Vacant	4 Schwab Paul & Edna H. [ ] • 763-5141
23 Della Siega Leda [ ] • 861-4592	5 Moore John & Lillian [ ] • 762-2205
24 Butler James C & Genevieve M [ ] •	6 Schell Albert & Arpah E [ ] •
861-3342	763-7234
25 Drister Reinhart & Delores J [ ] •	7 Walsh Lloyd D & Melante [ ] •
861-9589	860-7488
26 Vacant	8 Smith A [ ] • 860-7487
27 Dane B.A. [ ] • 762-0009	9 Riddell Malcolm & Shirley [ ] •
28 Langley V [ ] • 861-5175	862-9291
29 Smith George J & Florence M [ ]	10 Carson Robert J & Constance [ ] •
861-6038	762-6455
30 Young J.J. [ ] • 861-8376	10 Degan Lyn 762-6453
31 Firus J.K. [ ] • 763-5259	11 Turner Eugenie [ ] • 860-7486
32 Sproule John D & Irene G [ ] •	12 Doig George S & Margaret I [ ]
763-6810	762-8371
33 Pugh Geoffrey E & Sue [ ] • 861-4768	13 Vacant
34 Richards Leonard & Elaine V [ ] •	14 Grant Gordon B & Eileen [ ] •
862-3921	762-9097
35 Daignault Wayne J [ ] • 860-3062	15 Gasser E [ ] • 860-6162
36 Daignault Delores M 860-3062	16 Luxford Wm W & Helen [ ] •
36 Daignault Ronald P 860-3062	762-7447
36 Wahl Edward & Adela [ ] • 861-8814	17 Crombie M [ ] • 860-0584
37 Rochon Armand D & Shirley M [ ] •	18 Wawrzynoski Joseph & Stephanie [ ]
861-3078	860-5005
38 Not Verified	19 Nordquist M.A. [ ] • 868-1058
39 Vacant	20 Ashworth Wm S & Hazel D [ ] •
40 Hubay James & Violet [ ] • 825-5015	861-8119
41 Landon Lyle C & Edith E [ ] •	21 Alkenhead Ernest R & Edna M [ ] •
862-5143	861-8025
41 Landon Colleen J 862-5143	22 Not Verified
42 Holtzki P. [ ] • 862-8927	23 Garryn Terry H & Loretta V [ ] •
43 Vacant	769-2828
44 Curran Fred J & Phyllis M [ ]	24 Zilke Dan & Vera [ ] • 861-6036
862-3582	25 Schreve Peter D & Lila J [ ] • 862-3037
45 Pattenraude R.H. [ ] • 862-5981	26 Gauthier Alphonse A & Thelma D [ ]
46 Vacant	860-6676
47 Not Verified	27 White Karns A & Rita S [ ] •
48 Ritson John W & M Dorothy [ ] •	763-3832
861-9234	28 Cass M.B. [ ] • 762-2135
49 Shatto S [ ] • 862-8852	29 Mc Krae R [ ] • 860-1030
50 Vacant	30 Crosby G Ron & Kathy [ ] •
51 Powell L [ ] • 763-3982	862-9068
52 Vacant	30 Crosby Heather 862-9068
53 Moller R & Lillian [ ] • 862-8481	30 Crosby Ian 862-9063
Link B.C. [ ] • 862-8377	32 Loftis Eugene C & Joan M [ ] •
55 Not Verified	862-8243
56 Oldekamp Gerrit & Ursula [ ] • 862-9306	33 Mayer Ed & Irene [ ] • 861-4186
57 Bruynzeel M.K. [ ] • 862-9346	34 Parenteau Leo & Alice [ ] • 861-6604
58 Larusson Joe & Irene [ ] • 862-9007	35 Finucane James A & Francena [ ] •
59 Meyer Ed & Gladys [ ] • 862-9503	762-5384
60 Creurer Allan J & Mary [ ] • 862-8867	36 Mahoney Ron & Maureen [ ] •
61 Lilloo Norman M & Marjorie N [ ] •	37 Schostak M [ ] • 860-3562
862-2930	38 Piercy C.M. & Mildred [ ] • 861-1160
62 Watler George & Jean [ ] • 861-9008	39 Moreau Lealie B & Ida C [ ] •
63 Kennedy Martin W & Nancy A [ ] •	762-7213
861-8704	40 Harrington S [ ] • 861-1586
64 Vacant	41 Campbell I. [ ] • 861-8774
45 Craig Gordon & Bernice [ ] • 861-4498	43 Shapiro Herman L & Rose [ ]
66 Ross Daniel W & Lily K [ ] •	861-5876
861-7078	44 Voth Henry & Mary [ ] • 861-6000
67 Shlaron Erwin P & Betty [ ] •	45 Dewes Reg & Doreen [ ] • 860-7797
860-4620	46 Jasper L [ ] • 860-4411
68 Romanchuk W.L. [ ] • 862-2558	47 Quiring John [ ] • 861-8746
69 Not Verified	48 Brown James W & Helen G [ ] •
70 Griffel Ida [ ] • 765-6919	860-5078
71 Kalyta Steven & Albertine [ ]	49 Timlick R. Grant & Marion [ ] •
763-0837	861-4968
72 Cunningham R [ ] • 861-8866	50 Salter Alfred L & Rita D [ ] •
72 Bateman Shelley 861-8866	860-3787
73 Krezan Bill W & Mary Ann [ ]	51 Caldwell Wm R 860-3767
74 Gallaway Jim & Margo [ ] • 861-7192	52 Boyko Joe & Made [ ] • 860-7655
75 Alterman Ernest & Barbara [ ] •	52 Walsh-Kenneth G & Suzanne J [ ]
762-8266	861-7120
76-77 Vacant (2 Apts)	53 Zuk E [ ] • 860-2249
78 Robbins Jack & Marian [ ] • 868-8830	54 Lockwood Gordon W & Jean L [ ] •
79 Buckland G.L. [ ] • 860-8830	762-7234
79 Smith Ruth 860-8830	55 Vacant
80 Yandel Eleanor [ ] • 762-3301	56 Blais Paul A & E June [ ] •
81 Hall Thomas R & Dorothy [ ] •	860-3451
868-8960	57 Vacant
82 Kwasnek Michael M [ ] • 861-3460	58 Collins I.M. [ ] • 862-8948

1062 Rozier George J & Dora E [ ] •

861-3198

1072 House Glen & Betty [ ] • 861-9259

1082 Kappy Geo & Mary E [ ] • 868-2628

1092 Bews M [ ] • 861-8905

Grieve L 861-8905

1102 Irwin Wm & Lois [ ] • 860-4494

1112 Winte Dave & Doreen [ ] • 861-1092

WINTERGREEN CRES BEGINS

1122 Post Ellery & Gladys [ ] • 863-5288

1132 Richardson Stuart E & Barbara A [ ] •

862-2862

• GORDON DR INTERSECTS

172 HOUSEHOLDS

3 BUSINESSES

33 LANGFORD RD -FROM 470 HIGHWAY  
33 NORTH

145a Mc Nicol Frank & Sariena [ ]

145b Monti D [ ] • 765-8655

156\* Vieira Manuel & Marie 765-4708

155 Bennett Herman E [ ] • 765-6363

Bennett Gordon W 765-6383

160 Lao Louis & Else [ ] • 765-3392

• YAMOAKA COURT INTERSECTS

175 Adolf Gus L & Edna I [ ] • 765-8069

Adolf Dennis 765-8069

185 Tee Joe & Sarah [ ] • 765-4325

190 Sugie Sam I & Irene A [ ] • 765-7201

215 Vacant

220a Tambellini B [ ] • 765-7520

220b Not Verified

235 Harashin Wm G & Sandra C [ ] •

765-7024

Harashin Terrell 765-7024

240 Tainaka Doug K & Vivian [ ] •

765-6849

260 Hermann Michl & Margt. [ ] • 765-4264

280 Fredrik Reinhardt & Angela [ ] •

765-7438

295 Buday Nancy [ ] • 765-9050

300 Davey Wilfred C & Emma [ ] •

765-7426

• MUIR RD ENDS

• MADSEN RD INTERSECTS

16 HOUSEHOLDS

34 LARRY RD -FROM 702 KITCH RD WEST

730a Vacant

730b Belovich Morris & Nina E 868-3810

740 Alseth Y.D. [ ] • 860-8102

750 Santo John A & Jennifer M [ ] •

861-7738

3 HOUSEHOLDS

LAUREL AV -FROM 1099 GORDON DR  
SOUTHWEST

961 BONANZA MEAT PACKERS LTD

768-9741

970 RIGHT WEIGHT SCALES 861-5889

980 AVOS MOTORS s/s serv parts 763-2015

988 GLENMORE MILLWORK SHOPS

984 KELOWNA TUNE UP 763-0542

986 INGVARSSONS HOLDINGS

990 MANGOLD RADIATOR SERVICE

radiators 763-2326

• GORDON DR INTERSECTS

5 BUSINESSES

LAUREL RD -FROM 3900 MUGFORD RD  
NORTH

400\*Mc Nulty S 765-9322

Hibbs Robin 765-9322

401 Vacant

402 Not Verified

403 Gosse Dan & Trish S [ ] • 765-4408

Slattery T 765-4403

404\*Price B 491-0115

405\*Redlich Cheryl

406 Topham Dale [ ]

407 VALLEY DELIVERY SERVICE 765-6221

408 Bernal Shirley [ ]

410 Conley Rock S & Carla [ ] 491-0191

412\*Egeland Darcy & Cheryl 491-0185

414 Hawkin Janet L [ ]

416 Sandbach [ ]

418 Konkin Tom J [ ] 765-2594

420 Roberts Sheila [ ]

421 Tancan Ethel D [ ] 491-1786

Brad Pinkey

UNIQUE CEDAR FENCING

Business (604) 765-3016

Business (604) 491-1183

CARPET BY COLOUR

"EVERY DAY IS SALE PRICING"

See The Refreshing Alternative

Ph (604) 491-9960, Fax (604) 491-9961

Lee Van Steinburg

10  
8462  
avenue  
y 6c3



VISA

# STEAMATIC KELOWNA

CARPET • UPHOLSTERY



#9 - 1691 Powick Rd., Kelowna, B.C. V1X 4L1

762-3446 or 762-9800

3 - 1988 -

ACLAND RD -FROM 120 OLD VERNON RD NORTH

- Calona Wines Warehouse 765-1734  
2250 Esso Building Products Of Can Ltd 765-9711  
2840 Roco Dynamics Inc 765-4111  
2350 Warhaar Steel Tech Ltd 765-8800  
2450 B C Tel Warehouse 765-4127  
White Trucks Warehouse  
2455 Ellison Elementary School 765-8104  
Ellison Primary Sch 765-5051

ADAMS CT -FROM ADAMS RD NORTH

- 630 Exel Metal Fabrication Ltd 765-3111  
635 Harmony Homes contr 765-5191  
Harmony Co-ordination Services Ltd consultants  
765-5191  
Annex Express del serv 765-3922  
Direct Express del serv 765-3666  
Public Freightways 765-4400  
Universal Diesel Prods 765-3668

ADAMS RD -FROM 3015 SEXSMITH RD NORTH

- 105 Central Valley Truck Service Ltd 765-7738  
125 Weldwood Of Canada Sales Ltd 765-4161  
135 Cornell Doug Ofc 765-6294  
174 Eberle Contracting Ltd genl bldg 765-4466  
185 Foremost Foods Ltd 765-4104  
Amundrud G J Distributing milk dstrs 765-3030  
194 Central Water Sewer & Services Ltd water sup  
sys 765-5186  
205 Norelco Cabinets Ltd 765-2121  
Norelco Sales Ltd kitchen cabinets 765-1540  
214 Pearce James Contracting Ltd mech contr  
765-3233  
Arcan Enterprises Ltd bldg contr 765-3246  
Quest Contracting 765-3843  
215 Russwood Construction Ltd 765-3168  
217 Falcon Manufacturing Ltd 765-6455  
221 Vacant  
222 Acutrus Industries Ltd 765-2907  
251a Century Cabinets Inc 765-2958  
251b Tru-Form Industries Ltd counter tops 765-1677  
395 Shanahan's Ltd 765-5255  
472 Wally's Roofing (1984) Ltd 765-4333  
550 Vacant  
555 Bill's Equipment Repair Ltd 765-4044  
590a Kodiak Insulation Ltd contrs 765-6511  
590b Rutland Moving & Storage 765-2968  
590c Kodiak Drywall 765-3033  
595 Central City Hardware (1980) Ltd 765-5127  
630 Excel Metal Fabricators platers 765-3111

ADVENTURE RD -FROM 165 VENUS RD NORTH

- 104 Bond Robt J @ 765-7236  
105 Edwards Les W @ 765-2719  
110 Wagner R B Mrs @ 765-8989  
116 Ette Gordon @ 765-6469  
122 Penner Larry @ 765-3129  
125 Kelowna Christian Center 861-3238  
128 Gulkiewich Anton @ 765-7169  
134 Flack Frank @ 765-2206  
BENCHVIEW RD INTERSECTS  
140 Avender Rick @ 765-9877  
146a Weninger Glen 765-3334  
146b Phelps Gerry H 765-3841  
152 Syrynk John @ 765-1667  
156 Elliott Gareth D 765-8508  
158 Husch Nick @ 765-8098  
160 Voss Erna @ 765-5446  
175a Ellis Laurence T 765-2128  
175b No Return  
180 Laroche Wayne @ 765-2631  
180 Ens Henry @ 765-6204  
195 Szegedi Attila 765-3389  
205 Gullinan Allen @ 765-5212  
210 Regamble Wilf @ 765-7068  
220 No Return  
225 Humphreys Herbert A @ 765-7155

29 230 Thacyk Gerry F @ 765-8466  
235 Freiter Julius @ 765-8344  
245 Wright G Don @ 765-8715  
250 Forsythe Malcolm R @ 765-5038  
260 Labrosse Andre E @ 765-0495  
265 Palmer Rex @ 765-7555  
275 Matsuda Fumiko Mrs @ 765-7898  
Matsuda Helen  
280 Friesen Henry J @ 765-0829  
290 Lesko Ernest H @ 765-7557  
300 Hagel Roni P @ 765-5351  
305 Bolk Robt A @ 765-0136  
310 No Return  
315 Wilson E D 765-9665  
335 Wedel John H @ 765-6108  
340 Draper Norman G @ 765-7375  
350 Harshenin John L massage therapist @ 765-1568  
355 Tomyn Wm @ 765-1745  
S DOUGALL RD ENDS

37-B AGASSIZ RD -FROM 1899 AMBROSI RD EAST  
BARLEE RD INTERSECTS

35 ALAMEDA CT -FROM 655 CLIFTON RD NORTHEAST

- 3 Bastian Joe H @ 765-6912  
4 Becker Stanley @ 763-6609  
5 Streghe Heinz @ 860-5647  
Froemgen H 762-2857  
8 Cameron Al @ 861-5851  
9 Paul Joseph M @ 763-7008  
12 Goughnour Barry R @ 860-8131  
13 Spicer John H @ 762-6902  
16 Plaxton John @ 763-9404  
17 Calvert Geoffrey @  
20 Rojem Ernest @ 763-6655  
21 Topf Dieter @ 762-9059

23 ALBERTA CT -FROM 2649 O'REILLY RD WEST

- 2565 Abrahams C E 763-9863  
2570 Heffernan Austin 763-2829  
2605 Rodgers Al 860-0105  
2620 Whitehead Frank 860-5946

28 ALCAN RD -FROM 2800 N HIGHWAY 97

- 3505 Borden Insulation Services Ltd 765-1454  
Kelowna Roofing (1984) Ltd 765-4441  
3530 Space Centre stge 765-4125  
3535 Innovative Mill Construction Ltd 765-4135  
3545 Vacant  
3670 Industrial Building  
Unit Numbers  
1 Interior Plastics Supplies Ltd 765-6338  
3 Kelowna Industrial Plastics Ltd 765-4243  
4 Kelowna Industrial Plastics (Addl Sp)  
5 Kelowna Industrial Plastics (Addl Sp)  
3575 Kelly Douglas (Whse)  
Kaycan Ltd 765-4411

19 ALDER CT -FROM 1120 WILSON AV SOUTH

- 1320 Surinder  
1326 Smith Larry 860-0183  
1328 Debora  
1332 Beerwald Peter K @ 762-6241  
1336 Mc Neill Joyce @ 763-7359  
1340 Wilton Mildred S Mrs @ 763-3981  
1342 Night Terry @ 762-8276  
1346 Harris Lee H @ 763-1397  
1352 Jacobson Linda  
1359 Cotton Glen A @ 763-5204  
1365 Nickel Jo-Anne L @ 763-0597  
1371 Ratkowski Joseph @ 763-1620  
1379 Caragata Darcy @ 763-6890  
1385 Mitschke Glen K @ 763-3878  
1391 Cote Gilles 762-5861  
1397 Jensen Dale H 763-9957  
WILSON AV INTERSECTS

32 ALDON RD -FROM 182 FITZPATRICK RD SOUTH

- 1008 Adam P  
1008 No Return  
1034 Walsh Rick 765-8277  
1040 Vorodawka John 765-8468  
1061 Grave J @ 765-7846  
1215 Mc Roberts Jim @ 765-1585  
1220 Brett Gregory @ 765-0240  
1240 Kitsch Drew @ 765-8342  
1210 Myrrhaug C K 765-0475  
1225 Mandryk Ted @ 765-7131  
1230 No Return  
1243 Devries Wm @ 765-0948  
1046 Van Der Meer Wm @ 765-0791  
1250 Kepes J G @ 765-6987  
1255 Barnes John A @ 765-2857  
1068 Hansen Brian @ 765-8594  
1265 Johnson Roy I @ 765-7211  
1270 Munday Jack @ 765-1344  
1272 Bailey Brian 765-0163  
1275 Rudy Steven @ 765-7790  
1280 Herring Robt G @ 765-7556  
1295 Sirota David @ 765-8167  
1300 Efonoff W @ 765-8142  
1305 Bowman T @ 765-7982  
1310 Glaser Albert @ 765-0012  
1325 Hoffman Jamie @ 765-5872  
1330 Bennett Robert @ 765-1201  
1335 Tournon Edmond @ 765-9207  
1355 Tan Anne @ 765-2039  
1370 Todd Albert @ 765-9294  
1375 White Con @ 765-7894  
1390 Smith E L @ 756-5950  
1394 Wabon Kevin 765-5823  
1395 Scriverr Darrell P @ 765-7620  
1397 De Fehr Alice @ 765-9200  
1398 Harding Walter @ 765-0281  
1399 Schneider Henry @ 765-0448

24 ALEXANDER AV -LOCATED WITHIN SHASTA TRAILER CT 3745 LAKESHORE RD

- 35 Tubbs Nettie @ 762-5467  
36 Olson S @ 763-8507  
37 Raeside Wm @ 763-5200  
70 Wain Mamie Mrs @ 763-5368  
71 Schleppe Joan Mrs @ 762-3438  
72 Trach Stan @ 763-0559  
73 Ell Lilian @ 762-8759

24 ALIN CT -FROM 185 KRIESE RD WEST

- 140 Kent Dave V @ 765-0414  
Zerr L @ 765-7164  
145 Rowan Ed @ 765-0458  
160 Hoult Jim @ 765-8629  
165 Schafer Len @ 765-0542  
175 Krull Gerald W 765-2451

24 ALLSTAR CT -FROM 655 LEATHHEAD RD SOUTH

- 445 Kelowna House 763-1355  
101 Schmidt Leah 762-3230  
102 Thomson 763-7511  
103 Heywood Wm Rev 762-9709  
104 Mann Robt J 763-0813  
105 Russell Geo @ 763-1355  
106 Dipasquale Wm @ 762-5068  
107 Nash Victor K @ 763-8342  
108 Blechel Jack F 762-0576  
109 Dragland Glen 762-4841  
110 Kinakin Ken 860-5797  
111 Hughes E M @ 860-4721  
112 Christianson Olive E Mrs @ 860-9717  
201 Vacant  
202 Hoover S 763-1348  
203 Wilson Agnes 763-1710  
204 Snyder Selkirk @ 860-9776  
205 Klawo Richard @ 763-2844  
206 Dunbar D E 860-8570  
207 Nelson Uno V @ 860-7023

## GREYHOUND COURIER EXPRESS

Door-To-Door Pick Up & Delivery

2366 Leckie Rd., Kelowna V1X 6X2

860-2122



**REGATTA PRESS LTD.**

EST. 1967

COMPLETE COMMERCIAL AND FAST PRINTING

539 Lawrence Ave., Kelowna V1Y 6L8

Fax: 763-6622

**763-3430**

70 - 1988 -

LAKEVIEW ST -FROM 1369 BERNARD AV  
SOUTH

- 1519 Howell D 762-6024  
1537 Mockford Edward F 763-8426  
1547 Wark Albert N 763-2970  
1563 Kelly Clifford C 762-0453  
LAWRENCE AV INTERSECTS

LAMBERT AV -FROM 1453 HIGH RD WEST  
AND EAST

- 1401 Foster Wm S 762-0837  
1402 Loudoun K A 762-9991  
1413 Pettman A Doug 763-8890  
1416 Hennessy Doug 762-2176  
1429 Harding T Lynn 762-5388  
1432 Serafton Richard J 763-3905  
1449 Fuhrmann Arden 763-2284  
1450 Willson Murray D 860-1959  
1468 Inada Gerald T 762-9771  
1469 Adam Eldred L 762-7692  
1479 Imthorn Construction 763-2830  
Imthorn J Henry 763-2630  
1489 Clarke Shawn 763-2047  
HIGH RD INTERSECTS  
1511 Clarke Kenneth D 762-5493  
1527 Hamm A 763-8961  
1528 Forster Dwayne 762-4273  
1528 Ritchie Ralph R 762-9496  
1539 Lass Margi I 762-0944  
1549 Gatter Ronald C 763-3802  
1550 Horoff Fred J 762-8640  
1551 Hillian Geo A 762-4467  
1562 Black Barrie N 763-2983  
1576 Owens Brad J 762-5172  
PINEHURST CRES ENDS  
1594 Skoreyko John G 763-6601  
1603 Miller Bernadette J 763-3708  
1604 Protack Harry G 763-4870  
1609 Campbell Richard B 763-3750  
1616 Scott Beverly 762-9781  
1626 Pich Peter D 763-5819  
BRENT PL BEGINS  
1646 Smith Justus M 763-7719  
1661 Webb Albert W 763-4600  
1666 James Leslie L  
1671 Klonteg Howard G 762-3348  
1676 Dahlie Thos F 763-3277  
1681 Heffernan J A 762-8008  
VAN ST ENDS

LAMBLY PL -FROM 1369 S HIGHLAND DR  
SOUTH

- 1361 Martin Howard S 762-4827  
1365 Detarjany Ernest O 763-7910  
1369 Roosenberg Herman 762-2541  
1373 Kane M E 763-3938  
1377 Kjaerbaek Hans 860-9338  
Kjaerbaek Monique Mrs

LANDIE RD -FROM 640 SWORDY RD SOUTH

- 3510 Weider Victor A 762-4921  
3511 Jeske Otto 762-8074  
3517 Mieszkalski Henry 762-5990  
3519 Seufert Joseph A 763-7182  
3520 Landie S 762-3630  
3521 Milkotic Ivan 763-1740  
3522 Fraser John 763-6252  
3523 Frato Randy 763-9885  
3528 Jelinc Ivan 763-8018  
3534 Bacon David E 763-7443  
3553 Lowden Wayne 860-9377  
3560 Russo Amadeo 762-8927  
3563 Hunt Arthur 860-4215  
3568 Klotz Phil 762-3993  
3574 Sheath Wanda 763-8056  
3580 Pucci Sam 763-7419  
3586 Lehmann Arth 762-4902  
3592 Filice John 762-0932  
3593 Tangaro S 860-1066  
3597 Light W J 762-2012

**BEST-WAY SIDING (KELOWNA) LTD.**

SIDING — ROOFING — VINYL — ALUMINUM  
Serving The Okanagan and Kootenays



#7A - 2720 Hwy. 97 N., Kelowna, B.C. V1X 5J7

**763-440**

27 3599 Singular Barry 763-1466  
BECHARD RD INTERSECTS

LANFRANCO RD -FROM 3389 CASORSO RD  
EAST

- 840 Townhouses  
1 Holmes Frank A 763-1471  
2 Canfield Dave 762-8451  
3 Wyatt Arnold 763-5654  
4 Bonnet M 762-2063  
5 Labrie Alfred J 762-4001  
6 Blum Garry 763-6872  
7 Thompson Larry 762-8005  
8 Sisson Howard 860-8203  
9 Drezet Rick 861-5934  
10 No Return  
11 Laufes Frances 762-4111  
12 Schmidt S 763-5811  
843 Cukic Omar 763-1219  
856 Lapeyre Peter J 762-8830  
857 Smail B 762-4226  
870 No Return  
871 Linaner Clara 763-3624  
880 Baran M 861-5905  
889 Bzowy Andrew W 860-2952  
925 Cheyne Don 762-8939  
928 No Return  
931 No Return  
936 Pargon Contracting Ltd 762-5919  
937 Rissling Richard 762-2714  
950 Lafranco 950 Adult Community townhouses  
861-4360  
1 Rempel Ernie 861-5753  
2 Buckland Douglas S 860-8630  
3 No Return  
4 McLeod Dean 763-8442  
5 Vacant  
6 Vignal Kathleen 763-7191  
7 No Return  
8 Vacant  
9 Vacant  
10 Smith Thorpe 762-0824  
11 Vacant (11-29)  
967 Boagge Wm 763-6456  
999 Kulak Egon 762-4573  
BARBERRY ST BEGINS  
1003 Gies Raymond A 763-2127  
1007 Krahn C Neil 763-3419  
1020 Meadows The condominiums 860-4475  
1 Mcleod Allan R 860-2146  
2 Cojocar Anne 762-0379  
3 Lamontagne Ulric 762-9288  
4 Schwab Paul 763-5141  
5 Moore John 762-2205  
6 Shell Albert 763-7234  
7 Walsh Lloyd D 860-7493  
8 Smith Leroy 860-7487  
9 Kane Dani E 763-8711  
10 Vacant  
11 Turner Eugenie 860-7486  
12 Vacant (Apts 12-18)  
19 Muntean Allan 763-6993  
20 Vacant (Apts 20-23)  
22 Garvin Terry 763-2828  
24 Vacant (Apts 24-30)  
31 Under Constn (Apts 31-50)  
51 Spenser Frank R 763-4295  
52 Post Ellery H 763-5283  
53 Zuk Elizabeth 860-2249  
54 Vacant (Apts 54-57)  
58 John Michl 860-0522  
WINTERGREEN CRES BEGINS  
GORDON DR INTERSECTS

33 LANGFORD RD -FROM 400 E HIGHWAY 38  
NORTH

- 145a Richard Sariena 765-7712  
145b Monti Darla 765-8665  
150 Fedorchuk Allan 765-1352  
150b No Return  
155 Bennett Herman E 765-6383  
160 Lao Louis 765-3392  
YAMAOKA COURT INTERSECTS  
175 Adolf Gus L 765-0669

- 185 Banham Ernest W 765-6558  
190 Sugie Sam I 765-7201  
215 Chaykowski Nettie Mrs 765-6474  
220 Tambellini B 765-7520  
220b No Return  
235 Harasin Wm G 765-7024  
240 Tainaka Doug K 765-6849  
260 Hicks Marlow 765-7291  
280 Modern Concrete 765-6940  
Friedrich Reinhardt 765-6940  
295 Buday John 765-9050  
300 Davey Wilfred C 765-7426  
MUIR RD ENDS  
MADSEN RD ENDS

LARRY RD -FROM 760 KITCH RD WEST

- 730a Jones Iris N 860-4611  
730b Belcourt Pearl 860-8464  
740 Alseih Y 860-8102  
750 Santa John A 861-7738

LAUREL AV -FROM 1099 GORDON DR  
SOUTHWEST

- 961 Bonanza Meat Packers Ltd 763-9741  
980 Northside Steel Fabricators Ltd shipping 763-4721  
983 Northside Steel Fabricators Ltd 763-4721  
984 Vacant  
986 Radian Mechanical Inc 861-4636  
988 Master Refrigeration & Appliance Service Ltd  
refrig als & serv 763-5002  
990 Mangold Rad-Air Services 763-2326  
GORDON DR INTERSECTS

LAUREL RD -FROM 3900 MUGFORD RD  
NORTH

- 400 Utz Edith  
401 McLean Elysa 765-3549  
402 No Return  
403 Szabo Frank 765-7754  
404 No Return  
405 No Return  
406 Demore R  
407 Quigley S C 765-8493  
408 Reid C 765-4037  
410 St Martin Jeannette  
412 Hallatt Camille G 765-7334  
414 Wreggitt Donna  
416 Morrison Susan 765-4237  
418 Lumsden Evelyn 765-2869  
420 Schneider R 765-3263  
421 Leland Grace 765-4479  
423 Lewis Robin 765-8194  
425 Zimmer Marianne  
427 Thiebert George  
433 Huston B 765-6347  
435 Jackson C 765-3907  
437 Carson Juanita 765-8968  
444 No Return  
446 McPherson Debbie  
448 No Return  
450 No Return  
455 Degroen Ingrid V 765-7265  
HARDIE RD. INTERSECTS

LAURENCE RD -FROM BENOULIN RD EAS

- 1515 Kilgren Ted W 860-2449  
1524 Laberge L 762-3299  
1595 Bremner Grant 860-1094

LAURIER AV -FROM 1787 ETHEL ST EAST

- 913 Rutley Bill 860-0036  
924 Apartments  
1 Vacant (Apts 1-8)  
3 West Lee  
4 No Return  
5 Agostino Nick 860-4712  
925 Melrose Neil 763-0927  
934 Bowles Albert R 762-4993

- 1983 -

ADVENTURE RD—Contd  
 220 Zvonarich Mary @ 765-6714  
 225 Humphreys A. Herbert @ 765-7155  
 230 Thacyk Gerry F @ 765-8466  
 235 Freiter Julius @ 765-8344  
 245 Wright G W @ 765-8715  
 250 Foraythe Malcolm R @ 765-5038  
 260 Labrosse Julian @ 765-0495  
 265 Palmer Rex @ 765-7555  
 275 Matsuda Fumiko @ 765-7898  
 280 Friesen Henry @ 765-0629  
 285 Leake Ernest H @ 765-7657  
 290 Hagel Ron @ 765-5351  
 295 Bolk Robt A @ 765-0135  
 310 No Return  
 315 Smith Dan P @ 765-7627  
 325 No Return  
 \*Wedel John H 765-6108  
 340 Draper Norman G @ 765-7375  
 350 Hershnerin John L @ 765-1568  
 355 Tomyn Wm @ 765-1745  
 S DOUGALL RD ENDS

AGASSIZ RD —FROM 1899 AMBROSI RD EAST  
 BARLEE RD INTERSECTS

ALAMEDA CT —FROM 655 CLIFTON RD  
 NORTHEAST  
 3 Bastian Joe H @ 763-6912  
 4 Becker Stanley @ 763-6609  
 5 Strega Heinz @ 763-1335  
 8 Hunt Don @ 763-6082  
 9 Paul Joseph M @ 763-7008  
 12 Goughnour Barry R @ 860-8181  
 13 Spicer John H @ 762-6902  
 16 Morrison Gerald G @ 762-5885  
 17 Dickran Geo T @ 763-4519  
 20 Rojem Ernest @ 763-6655  
 21 Topf Dieter @ 762-9059

ALCAN RD —FROM 280 BLK N HIGHWAY 97  
 3505 Borden Insulation Services Ltd 765-1454  
 3530 Space Centre Mini Storage stge household coml  
 765-4125  
 3635 Interior Mill Construction Ltd industrial equip  
 & supe 765-4135  
 Regent Construction Co (1974) Ltd 765-4135  
 3670 Buildings  
 1 Interior Plastic Supplies Ltd 765-6336  
 3 Kelowna Industrial Plastics Ltd 765-4243  
 4 Henry's Mobile 765-3737  
 5 Inland Farm Sales  
 3675 Pacific Produce Co Ltd 765-1492  
 K & G Pool Products Ltd 765-5171  
 Meadow Pools Ltd 765-5171

ALDER CT —FROM 1100 BLK WILSON AV  
 SOUTH  
 1320 Steadman Gordon D @ 763-8963  
 1326\*Smith Barry 762-4568  
 1328\*Gabor Magdi 762-0017  
 1332 Beerwald Peter K 762-6241  
 1336 Mc Neill Joyce 763-7359  
 1340 Wilton Mildred S Mrs @ 763-3981  
 1342\*Pratt Fredk 860-7335  
 1346 Hubenig James @ 763-4768  
 1352\*Vass Joseph 763-5127  
 1369 Cotton Glen A @ 763-5204  
 1365 Nickel Jo-Anne L @ 763-0597  
 1371 Ratkowski Joseph @ 763-1620  
 1379 Caragata Wm @ 763-3004  
 1386 Mitesche Glen K @ 763-3878  
 1391 Hay Garth 763-3306  
 1397\*Kennedy Barry 763-5090  
 WILSON AV INTERSECTS

ALBON RD —FROM 182 FITZPATRICK RD  
 SOUTH

1240 Angus Ian @ 765-9264  
 1243 Morris Wm @ 765-9264  
 1250 Young Stephanie @ 765-4387  
 1255 Barnea John A @ 765-2857  
 1265 Johnson Roy I @ 765-7211  
 1270\*Mac Dougal Hector 765-9885  
 1272\* Buchanan Dave 765-5968  
 1275 Rudy Steven @ 765-7790  
 1280 Herring Robt @ 765-7656  
 1295 Sirota David @ 765-8167  
 1300 Efonoff Wm @ 765-8142  
 1305 Olsen Glen 765-0732  
 1310 Glaser Albert @ 765-0012  
 1325 Last Percy @ 765-3221  
 1330 Jannens Robt A @ 765-2604  
 1335\*Tourond Edmond @ 765-9207  
 1355 Tan Anne @ 765-2039  
 1370 Gunther Henry P @ 765-8860  
 1375 White Con @ 765-7894  
 1390 Fox Bernard @ 765-9204  
 1394\*Roper Marie 765-5890  
 1395 Scriven Darrell P @ 785-7620  
 1397 Dafehr Henry 765-9200  
 1398 Harding Walter @ 765-0281  
 1399 Schneider Henry @ 765-0448

ALEXANDER AV —LOCATED WITHIN SHASTA  
 TRAILER CT 3745 LAKESHORE RD

35 Tubba Nettie @ 762-5467  
 36 Brown Gordon @ 860-8920  
 37 Raeside Wm @ 763-5200  
 70 Wain Ernest H @ 763-6368  
 71 Schleppé Lawrence P @ 762-3438  
 72 Trach Stan @ 763-0559  
 73 Lancott Duane M @ 763-9454  
 Lancott Pauline H

ALIN CT —FROM KRIESE RD

140 Kent Dave V @ 765-0414  
 145 Rowan Ed @ 765-0458  
 160 No Return  
 165 Schaefer Leonard @ 765-0542  
 175 No Return

ALLSTAR CT —SOUTH FROM 655 LEATHHEAD  
 RD

445 Kelowna House  
 101\*Atherley W 763-5617  
 102 Relkey Keith D @ 763-3075  
 \*Johnson Heather 860-7807  
 104 Lommer  
 105 Russell Geo @ 763-1355  
 106 Sutton  
 107 Nash  
 108\*Mc Kee T Dale 762-6437  
 109\*Sullentich B J 763-3978  
 110\*Peters James A 763-7953  
 111 Evans Margt @  
 112 Christianson Wilfred E @ 860-9717  
 201 Robson Jennifer L 762-7483  
 202 Strobel Bruce @ 860-1749  
 203 Bates Charlee W @ 762-6724  
 204 Snyder Selkirk @ 860-9776  
 205\*Klawa R @ 763-2844  
 206 Coates J 860-9343  
 207 Nelson Uno 860-7023  
 208 Fox O @ 860-9780  
 209 Johnson Dorothy L @ 860-7078  
 210 Semper A A 860-0882  
 211 Dunstan  
 212 Easlinger Irma 860-9550  
 201 Salomas B @ 860-9675  
 302 Ruff Theressa A @ 860-9676  
 303 Mc Creary L @ 860-3281  
 304 Eakola Armas E @ 860-9879  
 305 Guest G Bert 860-6014  
 306 Catterall Doris M Mrs @ 860-9720  
 307\*Harmes S E 763-1113

308\*Derickson Barbara 763-5950

309\*Boehn Doreen @ 860-9682

310 Bedford Wayne R 762-6237

311\*Ellison Zelda 763-1414

312\*Storgaard B 860-8685

450 Vancouver House

113\*De Schutter B 762-7971

114 Blasko V 762-4558

115\*Buckna Tony

116 Miller Hazel S 860-9685

117 Harcksen Wm @ 860-9689

118 Brown C 762-5850

119 Mayes Allan 763-3092

120 Klug Walter 762-9219

121\*Mitchell S 762-8763

122 Powers Dave 763-1691

123\*Ninow Ruth E @ 762-9127

124 Bell M F 860-5233

125 Vacant

213 Robinson C E 860-9695

214 Fenning Richd 860-5610

215 Ramsay H S 860-9697

216 Sootzmann L 860-9698

217 Sayce M G 860-9701

218 Mc Dougall Hazel M @ 860-9702

219 Maxted Phillip E 860-9705

220 Willer Russell A 765-3402

221 Mayzen C L 860-9619

222\*Elyzen René @ 763-6639

223 Charlton E 860-5128

224 Thome

313 Beauregard C G 860-9748

314\*Evans Wm G 763-7924

315 Vacant

316\*March Larry R 860-7554

317 Fokker B E 860-9713

318\*Simonsen James 860-9773

319 Burgess Wm J 860-9712

320\*Deleurne C 763-9022

321 Wolovich John @ 860-3778

322 Taylor Robt @ 860-9714

323 Berger

324 Casey C 860-9716

495 Danjou House apartments

125\*Ross Glen 762-8321

126\*Zaharik Philip 860-5403

127\*Hastner J 762-8955

128 Kusch Anthony G @ 860-9647

129 Meyer Harry G 860-8829

130 Hicks Dorothy @ 860-8714

131 Mc Guinness John @ 860-9754

132\*Guidi Steve 860-1468

133 Goertzen John P 860-9640

134 Edwards L M 860-9649

135 Miller K A 860-9641

136 Vacant

137 King

138 Vacant

225 Kearton V 860-9651

226 Van Tighem

227 St Cyr Robt 860-9785

228 Drewlo Emil 762-9760

229\*Trockstad Irene 860-6193

230\*Ross Michl 762-6159

231\*Fenwick L S 763-9323

232\*Jones T 860-9517

233 Dick A M 860-6943

234\*Renaud A

235\*Chambers Chris 860-3180

236 Wojchuk Paul 860-8805

237\*Ali Gloria 763-0647

238 Jezerski S 860-9639

239 Strimer E 860-8526

236 Murr M F 860-9742

237 Berry Richd @ 860-9604

328\*Shemley Wm 860-9634

329\*Gunther M 762-3193

330 Brodger F 860-9656

331\*Clowes U 860-0673

332\*Gerow

333 Ferris E @ 860-9603

334\*Froment R 860-9365

335 Huether Benj 860-5347

336 Mc Kay Jack @ 860-7833

337 Vacant

338\*Charnaw D H 763-8445

### KEN'S AUTO BODY OF KELOWNA (1976) LTD.

COMPLETE COLLISION REPAIRS

AUTO GLASS & PAINTING

3010 PANDOSY ST., KELOWNA

PHONE 762-5103

 **COLLISION  
Specialists**

# FREEZER MEAT AND DELICATESSEN

857 ANDERS ROAD, LAKEVIEW HEIGHTS SHOPPING CENTRE

769-4895

## FREEZER SPECIALS

EUROPEAN MEATS

- 1983 -

### LAKESHORE RD—Contd

4440 No Return  
SHERWOOD RD BEGINS  
4464 Robinson James A @ 764-4276  
4478 Rickards F R @ 764-4543  
4489 Rogers Roland 764-7095  
La Rue Paul F @ 764-4806  
ELDORADO RD BEGINS  
4509 Bennett Robt @ 764-7214  
4514 Smyth Mary J @ 764-7908  
4519 Mc Geachan Thos 764-6254  
KNOWLES RD ENDS

4520 Cunningham Robt L @ 764-4702  
4529 Little Joseph @ 764-4571  
4530 Lang Murray @ 764-4885  
4539 Herral Walter @ 764-7390  
4540 Hammer Betty S @ 764-7551  
4569 Johnson Deborah 764-4576  
4579 Graves Errol A @ 764-4470  
MC CLURE RD BEGINS

KEITH RD BEGINS

4600 Mission Market gro 764-4535  
4601 Jester's Antiques The 764-4446  
4602 Total Self beauty shop 764-8838  
Okanagan Mission Post Office 764-8838  
4604 Hall Donald W @ 764-7812  
4609 Apsey Norman T @ 764-4066  
4619 Saint Andrews Anglican Church  
Saint Andrews Parish Hall & Thrift Shop  
4638 Lakeshore Inn Gasthaus & Catering 764-7282  
4639 Surtees Ursula Mrs @ 764-4816  
4944★Porter Robt S @ 764-4433  
COLLETT RD ENDS

CRIGHTON RD BEGINS  
BARNABY RD BEGINS  
CHUTE LAKE RD BEGINS  
EVERY RD BEGINS

VIEW CREST DR BEGINS

UPLAND RD BEGINS

BRAELOCK RD BEGINS

### LAKEVIEW ST —FROM 1369 BERNARD AV SOUTH

1519 Brenzil Gordon  
1537 Needham Doug @ 763-0430  
1547 Duncan Thornton J @ 762-3394  
No Return  
1563 Kelly Cyril C @ 762-0453  
LAWRENCE AV INTERSECTS

### LAMBERT AV —FROM 1463 HIGH RD WEST AND EAST

1401 Foster Wm S @ 762-0837  
1402 Cooper Daryl B 762-2195  
1413 Pettman A Doug @ 763-9890  
1416 Addison Lovisa C @ 762-0704  
1429 Harding Lynn T @ 762-5388  
1432 Srafton Richd J @ 763-3905  
1449 Fuhrmann Arden 763-2284  
1450 Vacant  
1468 Imada Gerald T @ 762-9771  
1469 Adam Eldred L @ 762-7692  
1479 Imthorn J Henry @ 762-7157  
1489 Imthorn H & N Construction Ltd bldg contr  
763-2630  
Imthorn Nick @ 763-2630  
HIGH RD INTERSECTS

1511 Clarke Kenneth D @ 762-5493  
1527 Hasenull Bill @ 762-4148  
1528 Force Marie A @ 762-5324  
1538 Ritchie Ralph R 762-9496  
1539 Last Margt I @ 762-0944  
1549 Gatter Ronald C @ 763-3802  
1550 Horoff Fredk J @ 762-8640  
1551 Hillian Geo A @ 762-4467  
1562 Black Barrie N @ 763-2983  
1576 Sewerin Gerhard 860-7502  
1594 Skoreyko John G @ 763-6601  
1603 Miller Bernadette J @ 763-3708  
1604 Protack Harry G @ 763-4870  
1609 Campbell Richd B @ 763-3750  
PINEHURST CRES ENDS

1616 Campbell Gary D @ 762-9644  
1626 Pich Peter D @ 763-5839

BRENT PL BEGINS  
1546 Smith Justus M @ 763-7719  
1661 Webb Albert W @ 763-4600  
1666 James Leslie L @  
1671 Klonteg Howard G @ 762-3348  
1676 Dahle Thos F @ 763-3277  
1681 Hefferman Geo A @ 762-8008  
VAN ST ENDS

### LAMBLY PL —FROM 1349 S HIGHLAND DR SOUTH

1361 Martin Howard S @ 762-4827  
1365 Detarjany Ernest 763-7910  
1369 Roosenberg Herman 762-2541  
1373 Kane Wm J @ 763-3938  
1377 Drews Uve 860-0685

### LANDIE RD —FROM 640 SWORDY RD SOUTH

3510 Calderwood Robt H Rev @ 762-5805  
3511 Jeske Otto @ 762-8074  
3519 Mikosky Henry 762-5990  
3519 Seufert Joseph A @ 763-7182  
3520 Landie Lance W @ 762-3630  
3521 Milkotik Ivan @ 763-1740  
3522 Fraser John @ 763-6252  
3523 Bondar Adam @ 762-3486  
3528 Jelincic Ivan @ 763-8018  
3534 Bacon David E @ 763-7443  
3553 Lowden Wayne @ 860-9377  
3560 Russo Amdeo @ 762-8927  
3563 Deppuck Ronald @ 762-0635  
3568 Under Constan  
3580 Pucci Salvador @ 763-7419  
3586 Lehmann Arth @ 762-4902  
3592 Filice John @ 762-0932  
3593 Mc Kenzie J Thor @ 762-8157  
3597 Len's Construction 762-4311  
Tschirriter Leonard @ 762-4311  
BECHARD RD INTERSECTS

### LANFRANCO RD —FROM CASORSO RD EAST

838 Cicickiev Larry @ 763-1666  
842 Longere Debbie  
843 Cukic Omar @ 763-1219  
844 No Return  
856 Lapeyre Peter J 762-8630  
857 Smith Ken  
871 Lindner Herman @ 763-3624  
880 Parkhurst Steven 763-6488  
889 Desi Drywall  
890 Parkhurst Brent 763-0944  
928 Ladjelau Kuapi L @ 763-6136  
936 Sordahl Dwayne 763-0055  
937 Alton K D 762-4317  
967 Broszer Wm @ 763-6456  
969 Van Laak Richd @ 762-7429  
984 No Return  
988 Lindgren Wendy 762-2371  
995 Wasyleko Bill  
999 Kulak Egon @ 762-4573  
1003 Gies Raymond A @ 763-2127  
1007 Krahr Cornelius @ 763-3419  
1008 Fulmek C @ 860-2770  
1011 No Return  
GORDON RD INTERSECTS

### LANG RD —FROM HOLLYWOOD RD

33 LANGFORD RD —FROM 400 BLK E HIGHWAY 33 NORTH  
145a Adolf Karin 765-9085  
145b Monti Darla 765-8655  
150★Fedorchuk Larry 765-1174  
155 Bennett Herman E @ 765-6383  
160★Bayne P A 765-9476  
YAMAOKA COURT INTERSECTS  
175 Adolf Gus L @ 765-8069  
185 Banham Ernest W @ 765-6558

190 Sugie Sam I @ 765-7201  
215 Chaykowski Nettie Mrs @ 765-6474  
220★Banfill L @ 765-7698  
220b No Return  
235 Whittle Brian @ 765-0184  
240 Tainaka Doug K @ 765-6849  
260 Hicks Marlow @ 765-7291  
280 Modern Concrete Ltd 765-6940  
Friedrich Reinhardt @ 765-6940  
295 Buday N @ 765-9050  
300 Davey Wilfred C @ 765-7426  
MUIR RD ENDS  
MADSEN RD ENDS

### LARRY RD —FROM 800 BLK KITCH ED WEST

730a Jones Iris N 860-4611  
730b No Return  
740 Aleeth Yvonne 860-8102  
750★Harrison Larry @ 860-4381

### LAUREL AV —FROM 1000 BLK GLENMORE ST SOUTHWEST

961 Bonanza Meat Packers Ltd 763-9741  
970-980 Northside Steel Fabricators Ltd shipping  
983 Northside Steel Fabricators Ltd 763-4731  
986 Peterson's Automotive Trim 763-1646  
990 Barr & Anderson (Interior) Ltd 762-4817  
GLENMORE ST INTERSECTS

### LAUREL RD —FROM 3900 MUGFORD RD NORTH

400 Vacant  
401★Gunson B 765-7679  
402 No Return  
403★Anderson Diana 765-0183  
404 No Return  
405 No Return  
406★Mc Dermott D 765-0450  
407 No Return  
408★Larson L R 765-2095  
410 Vacant  
412 Stinchcombe Mike 765-8023  
414★Kise E 765-7591  
416 Rundie Doug 765-0168  
418 Vacant  
420 Schiwe Eug 765-4231  
421★Wigley Phillip A  
423 Bendell Shirley  
425★Walsh Michi P 765-2864  
427★Beck Allan 765-8302  
433★Teather Ruth 765-7132  
435 No Return  
437★Cobb Wayne C 765-5882  
444★Blanchette L J 765-0649  
446 Vacant  
448 No Return  
450 No Return  
455 McBride Shirley Mrs @ 765-1870  
HARDIE RD INTERSECTS

### LAURENCE RD —FROM BENVOLIN RD EAST

23 Kilgren Ted @ 860-2449  
★Eden Don @ 762-7943  
Richardson Walter  
913★Duncan Margt  
924 Apartments  
1★Champoux Theresa 762-7835  
2★Christesen Sheila 762-5694  
3 No Return  
4 No Return  
5★Wiley Dean 763-8419  
925 Riedel Paul M @ 762-4286  
934 Bowles Albert R @ 762-4993  
935★Lingi Arth @ 762-6333  
945 Plonka Alex 762-3593  
946★Budzyna Michl @ 763-0274

### LAURIER AV —FROM 1787 ETHEL ST EAST

913★Duncan Margt  
924 Apartments  
1★Champoux Theresa 762-7835  
2★Christesen Sheila 762-5694  
3 No Return  
4 No Return  
5★Wiley Dean 763-8419  
925 Riedel Paul M @ 762-4286  
934 Bowles Albert R @ 762-4993  
935★Lingi Arth @ 762-6333  
945 Plonka Alex 762-3593  
946★Budzyna Michl @ 763-0274

## MESSER CONSTRUCTION LTD.

CUSTOM HOMES — RENOVATIONS

Phone 762-6232 (Eves. 762-9352)

2692 HWY. 97 NORTH, KELOWNA



GENERAL  
CONSTRUCTION  
RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL



**CITY OF KELOWNA  
KELOWNA INTERNATIONAL AIRPORT**

**TENANT ADDRESSES (Revised Sept 2007)**

Postal Code: V1V 1S1 for all

<u>Address</u>	<u>Tenant</u>	<u>Comp. Number</u>
<b>5533 - Plan 11796 Lot 3 Airport Way Suite B (Int'l Airport)</b>	Airport General Manager's Office Unassigned Unassigned Unassigned Air Canada Regional Inc. (Jazz) Black & McDonald Horizon Air Skyway Gourmet Ventures, Inc. Unassigned WestJet Airlines Ltd. Enterprise Rent-A-Car Hertz Rent-A-Car National Car Rental Budget Rent-A-Car Canada Border Services Agency Royal Star Enterprises Inc.	1/1 1/2 (vacant) 1/4 (vacant) 1/5 1/6 1/7 1/8 1/9 (vacant) 2/1 2/2 2/3 2/4 2/5 2/6 2/7 2/8
<b>5540 - Plan 1502 Airport Way Lot 7</b>	11-Drive Service Centre	(vacant) 2/9
<b>5550 (Plan 1502) Aerospace Drive Suite 5 (Int'l Airport)</b>	Okanagan Aero Engine Unassigned Black & McDonald	3/3 (vacant) 3/4
<b>220 - Plan 34495 Convair Place 210 - Convair Place</b>	Kelowna Flightcraft Warehouse	n/a
<b>5549 - Plan 11796 Airport Way 5583 - Lot 3 Airport Way Suite A (Int'l Airport)</b>	BC11 Building on KFC lease land Airport Combined Operations Bldg Unassigned Unassigned Unassigned Transport Canada Unassigned Unassigned Hangar 8 (B757 Hangar) Kelowna Flightcraft Ltd.	1/2 n/a (vacant) 3/5 (vacant) 3/6 3/7 3/8 (vacant) 3/9 (vacant) 3/10 n/a 3/11 (vacant) 3/12
<b>5650 - Plan 1502 Aerospace Drive 5655 - Lot 1 Airport Way</b>	Kelowna T-Hangars Inc. (Building One) Kelowna T-Hangars Inc. (Building Two)	
<b>5805 - Airport Way 5845 - Airport Way</b>		
<b>6095 - Plan 11796 Airport Way 6105 - Lot 3 Airport Way</b>	600897 B.C. Ltd/SIFC/Carsen Air Hanger 3 Kelowna Flightcraft Purolator Container Storage	3/1 n/a
<b>6135 - (Int'l Airport) Airport Way</b>	Kelowna & District Flying Club	3/13
<b>6191 - (Int'l Airport) Airport Way 6197 - Airport Way 6285 - Airport Way</b>	600897 B.C. Ltd/SIFC/Carsen Air 600897 B.C. Ltd/SIFC/Carsen Air Northern Air Support Ltd.	3/14 n/a 3/15 n/a
<b>6295 - Airport Way</b>	Skyline Helicopters Ltd.	

Administrative Tenant Address: Revised Annexure D-2

4880 Old Vernon Rd Noreen & Dave Rediran Fuller Wanted this Redir 2007-09-12  
Rediran Fuller kept in system until removed 2007-09-19

## APPENDIX F: Groundwater Wells



## Water Wells

### Legend

#### Groundwater Wells - Class

##### WELL\_CLASS

- Water Supply
- Monitoring
- Dewatering/Drainage
- Geotechnical
- Closed Loop Geoexchange
- Injection
- Recharge
- Remediation
- Unknown

#### Groundwater Wells - Licence

##### LICENCE\_STATUS

- Licensed

0 0.20 0.41 km

1: 10,000

### Copyright/Disclaimer

The material contained in this web site is owned by the Government of British Columbia and protected by copyright law. It may not be reproduced or redistributed without the prior written permission of the Province of British Columbia. To request permission to reproduce all or part of the material on this web site please complete the Copyright Permission Request Form which can be accessed through the Copyright Information Page.

CAUTION: Maps obtained using this site are not designed to assist in navigation. These maps may be generalized and may not reflect current conditions. Uncharted hazards may exist. DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.

Datum: NAD83

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

### Key Map of British Columbia





L O G ✓

SAMPLE No. \_\_\_\_\_ DATE \_\_\_\_\_

LAB. \_\_\_\_\_

## **COLIFORM ORGANISMS** \_\_\_\_\_

TOTAL BACTERIA \_\_\_\_\_

COLOUR \_\_\_\_\_ ODOUR \_\_\_\_\_

TASTE \_\_\_\_\_

## PUMPING TEST SUMMARY

TEST BY \_\_\_\_\_

DATE \_\_\_\_\_ FILE No. \_\_\_\_\_

SPECIFIC CAPACITY \_\_\_\_\_ PERMEABILITY \_\_\_\_\_

STORAGE COEFF \_\_\_\_\_ TRANSMISSIBILITY \_\_\_\_\_

#### OTHER DATA

SIZE ANALYSIS, ETC. \_\_\_\_\_

CARD BY *[Signature]* DATE *[Date]*

SOURCES INFORMATION \_\_\_\_\_ F.L.

ANALYSIS	PPM
Total Hardness	
Carbonate Hard.	
Magnesium Hard	
D <sub>2</sub>	
D	
D	
O <sub>3</sub>	
D <sub>3</sub>	
D <sub>4</sub>	
D <sub>3</sub>	
Total Dis-solids	
Total Alkalinity	
Suspended Solids	



Well Owner's Name ToC Ranch % Don Moshta

Telephone 765 5459

Area Hwy #97 N. Kelowna.

Legal Description: Lot \_\_\_\_\_ Plan \_\_\_\_\_

District Lot \_\_\_\_\_ Land District \_\_\_\_\_

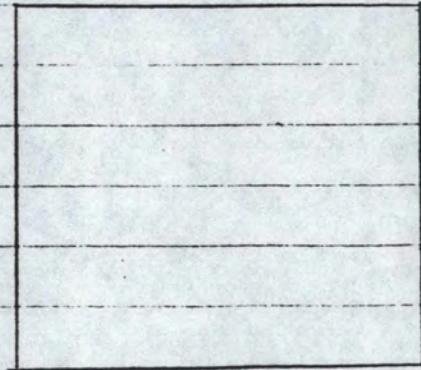
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Type of Well Domestic

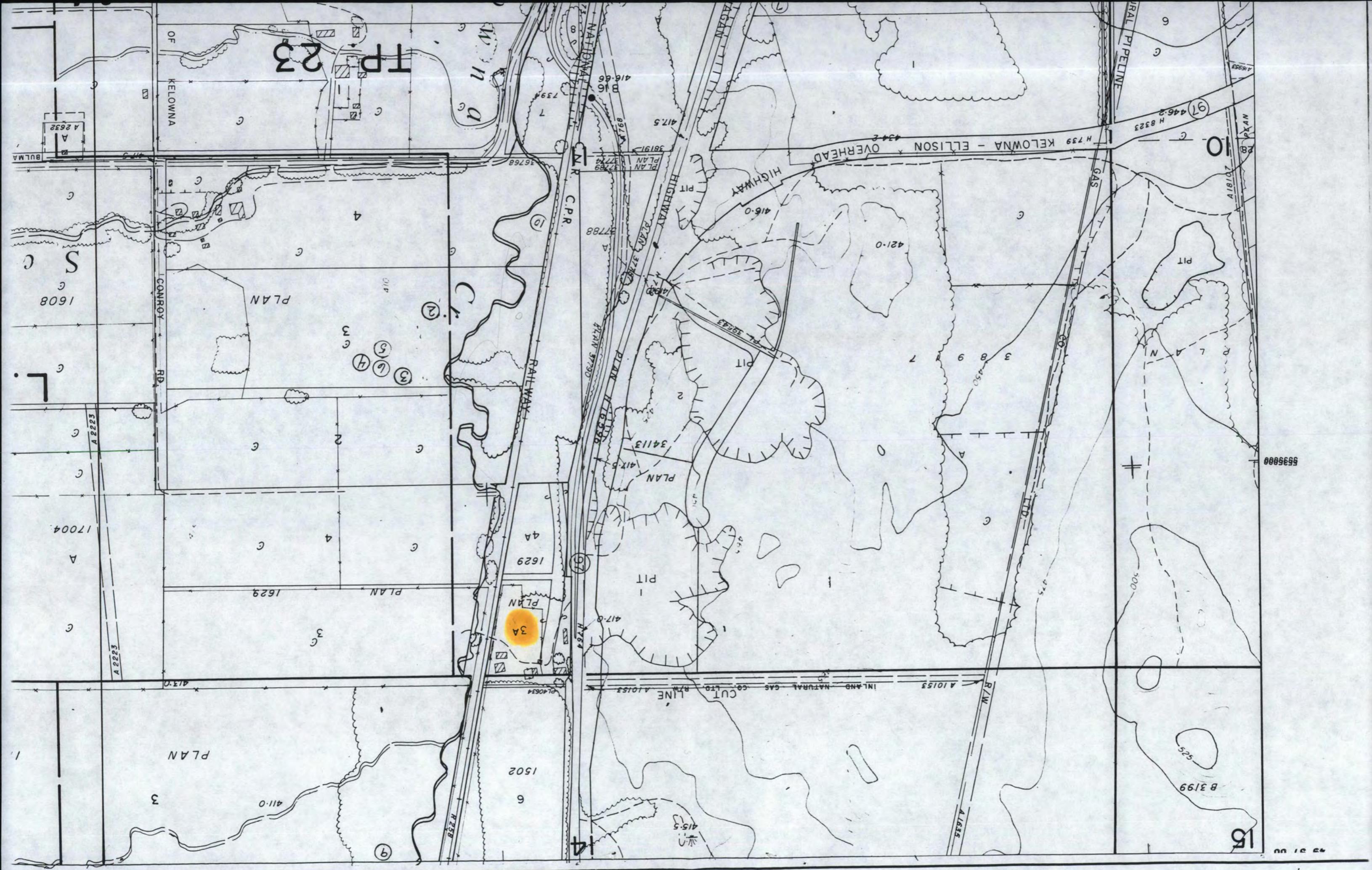
Irrigation

Waterworks

Location Sketch



Any problems with the well?



Done

BCGS

MAP 082E • 094 • 1 • 3 • 3

WTV 62059

WELL NO. 013

## WATER WELL RECORD

MINISTRY OF ENVIRONMENT WATER MANAGEMENT DIVISION

VICTORIA, BRITISH COLUMBIA

LEGAL DESCRIPTION: LOT 3A SEC. 11 TP. 23 R. D.L. LAND DISTRICT OYD PLAN 1629

DESCRIPTIVE LOCATION Hwy 97, KELOWNA LICENCE NO. DATE

OWNER'S NAME T.C. Ranch &amp; Dan Mashta ADDRESS N Kelowna

DRILLER'S NAME Capri Drilling ADDRESS

DEPTH 38 ELEVATION OF  ESTIMATED  SURVEYED CASING DIAM. 6 5/8 LENGTH 38'

METHOD OF CONSTRUCTION Air Rotary CASING DIAM. LENGTH

SCREEN LOCATION SCREEN  SIZE LENGTH TYPESANITARY SEAL YES  NO  SCREEN  SIZE LENGTH TYPEPERFORATED CASING  LENGTH PERFORATIONS FROM TOGRAVEL PACK  LENGTH DIAM. SIZE GRAVEL, ETC.DISTANCE TO WATER  ESTIMATED WATER LEVELFROM  MEASURED ELEVATION ARTESIAN PRESSURE

DATE OF WATER LEVEL MEASUREMENT WATER USE Domestic

## CHEMISTRY

TEST BY \_\_\_\_\_ DATE \_\_\_\_\_

TOTAL DISSOLVED SOLIDS mg/l TEMPERATURE °C pH SILICA (SiO<sub>2</sub>) mg/lCONDUCTANCE  $\mu\text{mhos/cm}$  AT 25°C TOTAL IRON (Fe) mg/l TOTAL HARDNESS (CaCO<sub>3</sub>) mg/lTOTAL ALKALINITY (CaCO<sub>3</sub>) mg/l PHEN. ALKALINITY (Ca CO<sub>3</sub>) mg/l MANGANESE(Mn) mg/l

COLOUR ODOUR TURBIDITY

## ANIONS

mg/l

e.p.m.

## CATIONS

mg/l

e.p.m.

CARBONATE (CO<sub>3</sub>)

CALCIUM (Ca)

BICARBONATE (HCO<sub>3</sub>)

MAGNESIUM (Mg)

SULPHATE (SO<sub>4</sub>)

SODIUM (Na)

CHLORIDE (Cl)

POTASSIUM (K)

NO<sub>2</sub> + NO<sub>3</sub> (NITROGEN)

IRON (DISSOLVED)

TKN (NITROGEN)

PHOSPHORUS (P)

TKN = TOTAL KJELDAHL NITROGEN

CHEMISTRY SITE NO. \_\_\_\_\_

NO<sub>2</sub> = NITRITE NO<sub>3</sub> = NITRATE

## CHEMISTRY FIELD TESTS

TEST BY \_\_\_\_\_ DATE \_\_\_\_\_ EQUIPMENT USED \_\_\_\_\_

## CONTENTS OF FOLDER

 DRILL LOG SIEVE ANALYSIS PUMP TEST DATA GEOPHYSICAL LOGS CHEMICAL ANALYSIS REPORT

OTHER \_\_\_\_\_

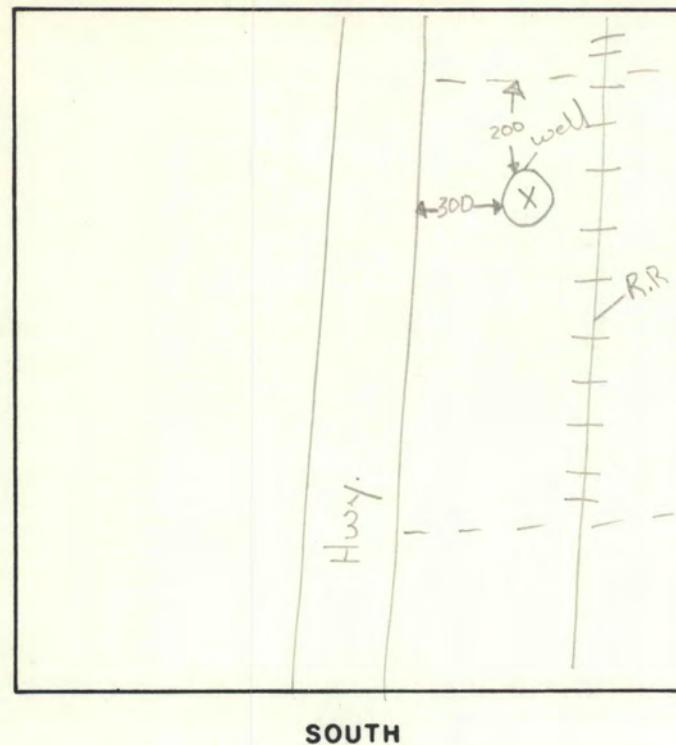
SOURCES OF INFORMATION \_\_\_\_\_

Z		WELL NO.	
		E	
		N	
Z	X	Y	NO.
NAT. TOPO. SHEET NO. _____			

PRODUCTION TEST SUMMARY			
DATE July 10, 1993			
TEST BY _____			
BAIL TEST <input type="checkbox"/> PUMP TEST <input type="checkbox"/> DURATION OF TEST _____			
RATE _____ DRAWDOWN _____			
WATER LEVEL AT COMPLETION OF TEST _____			
AVAILABLE DRAWDOWN _____ SPECIFIC CAPACITY _____			
PERMEABILITY _____ STORAGE COEFF. _____			
TRANSMISSIVITY _____			
ESTIMATED WELL YIELD 5 GPM			
RECOMMENDED PUMPING RATE _____			
RECOMMENDED PUMP SETTING 32'			

LITHOLOGY			
FROM	TO	DESCRIPTION	
0	2	Sandy Top Soil	
2	8	Sand with some gravel	
8	38	Water bearing sand with some gravel	

NORTH



CARD BY \_\_\_\_\_ DATE \_\_\_\_\_  
ADDITIONAL DATA ADDED BY \_\_\_\_\_

## REMARKS

082E 094 133



Ministry of Environment

- Well Construction Report  
 Well Closure Report  
 Well Alteration Report

Cyclone Drilling Ltd

Kelowna BC  
Stamp company name/address/  
phone/fax/email here, if desired.

250-768-7462

ECOCAT

Ministry Well ID Plate Number: 34647  
 Ministry Well Tag Number: 105423  
 Confirmation/alternative specs. attached  
 Original well construction report attached

Red lettering indicates minimum mandatory information. See reverse for notes &amp; definitions of abbreviations.

Owner name: Donald + Elizabeth mushtha

Mailing address: 5305 Hwy 97 North Town Kelowna Prov. BC Postal Code V1V 2K4

Well Location (see note 2): Address: Street no. 5305 Street name Hwy 97 N Town Kelowna BC

(or) Legal description: Lot A Plan 41159 D.L. Block Sec 11/14 Twp. Rg. Land District  
 (or) PID: (and) Description of well location (attach sketch, if nec.): Well located approx 150 ft south of house on left side of lower driveway below equipment shedNAD 83: Zone: 11 UTM Easting: 11,328821 E m Latitude (see note 4):  
 (see note 3) and UTM Northing: 5535460 N m Longitude:Method of drilling:  air rotary  dual rotary  cable tool  mud rotary  auger  driving  jetting  other (specify): with Casing Hammer  
 Orientation of well:  vertical  horizontal Ground elevation: 1385 ft (asl) Method (see note 5): GPS

Class of well (see note 6): Water Supply (see NOTE) Sub-class of well: Private Non Domestic

Water supply wells: indicate intended water use:  private domestic  water supply system  irrigation  commercial or industrial  other (specify):

## Lithologic description (see notes 8-13) or closure description (see notes 14 and 15)

From ft (bgl)	To ft (bgl)	Surficial Material		Bedrock Material		Colour	Hardness	Water Content	Observations (e.g. other geological materials (e.g. boulders), est. water bearing flow (USgpm), or closure details)																								
		Clay	Silt	Till	Sand, fine-med	Sand, med-coarse	Sand with gravel	Siltstone/shale	Sandstone	Conglomerate	Limestone	Basalt	Volcanic	Crystalline	Other Surficial/ Bedrock	Red	Orange	Brown	Tan	Light Grey	Blue	Green	Dark Grey	Very Hard	Hard	Dense/Stiff	Loose	Dry	Moist	Wet	High Production	Lost circulation	Not Available
0 ft	5 ft	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	Greyish brown silty clay with some Gravel
5 ft	15 ft	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	Greyish Brown Sand + Gravel trace of chn
15 ft	30 ft	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	Br sand + Gravel w. B
30 ft	35 ft	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	clean Br Gravel isand w. B
35 ft	38 1/2 ft	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	finer Greyish Br sand w some Gravel
38 1/2 ft	40 ft	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	(See NOTE below)

## Casing details

From ft (bgl)	To ft (bgl)	Dia in	Casing Material/Open Hole (see note 17)	Wall Thickness in	Drive Shoe
+3 ft	30 1/2'	6 5/8"	steel Casing	.219	yes weld on
(33 ft 4" Total Casing top to Bottom)					

Surface seal: Type: 8" x 18 ft surface Depth: 16 ft

Method of installation:  Poured  Pumped Thickness: 2" + in

Backfill: Type: 9 Bags Bentonite chips Depth: 16 ft

Liner:  PVC  Other (specify):

Diameter: in Thickness: in

From: ft (bgl) To: ft (bgl) Perforated: From: ft (bgl) To: ft (bgl)

## Screen details (2) stainless Veriferm well screens

From ft (bgl)	To ft (bgl)	Dia in	Type (see note 18)	Slot Size
38 1/2'	34 ft	6"	stainless steel	.018
34 ft	29 1/2 ft	6"	Stainless steel with K packer + Bail Bott.	.035

Intake:  Screen  Open bottom  Uncased hole  
 Screen type:  Telescope  Pipe size  
 Screen material:  Stainless steel  Plastic  Other (specify):  
 Screen opening:  Continuous slot  Slotted  Perforated pipe  
 Screen bottom:  Bail  Plug  Plate  Other (specify):  
 Filter pack: From: ft To: ft Thickness: in  
 Type and size of material: Top of K Packer at 29 1/2 ft.

## Developed by:

 Air lifting  Surging  Jetting  Pumping  Bailing

Other (specify): Total duration: 4 hrs

Notes: recommended Pump set at 27 ft

Well yield estimated by: at 40 GPM max

 Pumping  Air lifting  Bailing  Other (specify):

Rate: USgpm Duration: 4 hrs Dev hrs

SWL before test: 12 1/2 GL ft (btog) Pumping water level: ft (btoc)

Obvious water quality characteristics:

 Fresh  Salty  Clear  Cloudy  Sediment  GasColour/odour: Water sample collected: 

Well driller (print clearly):

Name (first, last) (see note 19): Grenereux Jim

Registration no. (see note 20): W.D. 050 62 302

Consultant (if applicable; name and company): Cyclone Drilling Ltd.

DECLARATION: Well construction, well alteration or well closure, as the case may be, has been done in accordance with the requirements in the Water Act and the Ground Water Protection Regulation.

Signature of Driller Responsible:

PLEASE NOTE: The information recorded in this well report describes the works and hydrogeologic conditions at the time of construction, alteration or closure, as the case may be. Well yield, well performance and water quality are not guaranteed as they are influenced by a number of factors, including natural variability, human activities and condition of the works, which may change over time.

## Final well completion data:

Total depth drilled: 38 1/2' ft Finished well depth: 38 1/2' ft (bgl)

Final stick up: 36" in Depth to bedrock: ft (bgl)

SWL: 12 1/2 GL ft (btoc) Estimated well yield: 40 USgpm

Artesian flow: USgpm, or Artesian pressure: ft

Type of well cap: weld on Cap Well disinfected:  Yes  No

Where well ID plate is attached: Hose clamped to Casing

## Well closure information:

Reason for closure:

Method of closure:  Poured  Pumped

Sealant material: Backfill material: (NOTE)

Details of closure (see note 16): Due to shallow depth of

well not recommended for domestic

drinking water without water test done

for Quality of water

Date of work (YYYY/MM/DD):

Started: July 18/2011 Completed: July 19/2011

Comments:

## APPENDIX G: Site Registry

As Of: SEP 04, 2022 BC Online: Site Registry 22/09/07  
For: PB79534 ECOSCAPE ENVIRONMENTAL CONSULTANTS 12:37:44  
Folio: 22-4383 Page 1  
2 records selected for 0.5 km from latitude 49 deg, 56 min, 58.7 sec  
and Longitude 119 deg, 22 min, 57.7 sec  
Site Id Lastupd Address / City  
0005088 05JAN27 1 - 5655 HIGHWAY 97  
KELOWNA  
0006085 07MAR05 5520 HIGHWAY 97 NORTH  
KELOWNA

## APPENDIX H: Photographs



**Photo 1:** Northeast corner of the proposed hotel portion of the Site, facing southwest.



**Photo 2:** Northwest corner of proposed hotel portion of the Site, facing southeast.



**Photo 3:** Southwest corner of the proposed hotel portion of the Site, facing northeast.



**Photo 4:** Southeast corner of the proposed hotel portion of the Site, facing north.



**Photo 5:** Northern portion of the proposed parkade portion of the Site, facing south.



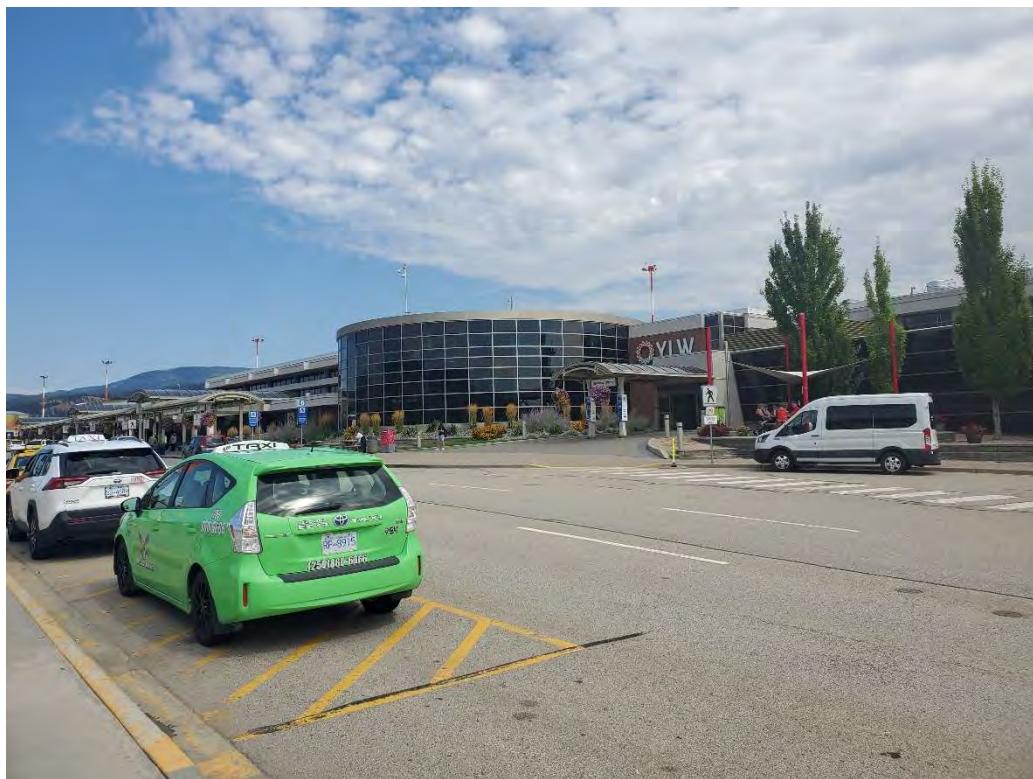
**Photo 6:** Southern portion of the proposed parkade portion of the Site, facing north.



**Photo 7:** Electrical transformer located on the western portion of the proposed hotel portion of the Site, facing south.



**Photo 8:** Properties northwest of the Site, facing northwest.



**Photo 9:** Properties to the northeast, facing northeast.



**Photo 10:** Properties located southwest of the Site, facing southwest.



**Photo 11:** Properties located southeast of the Site, facing southeast.

## **SCHEDULE E**

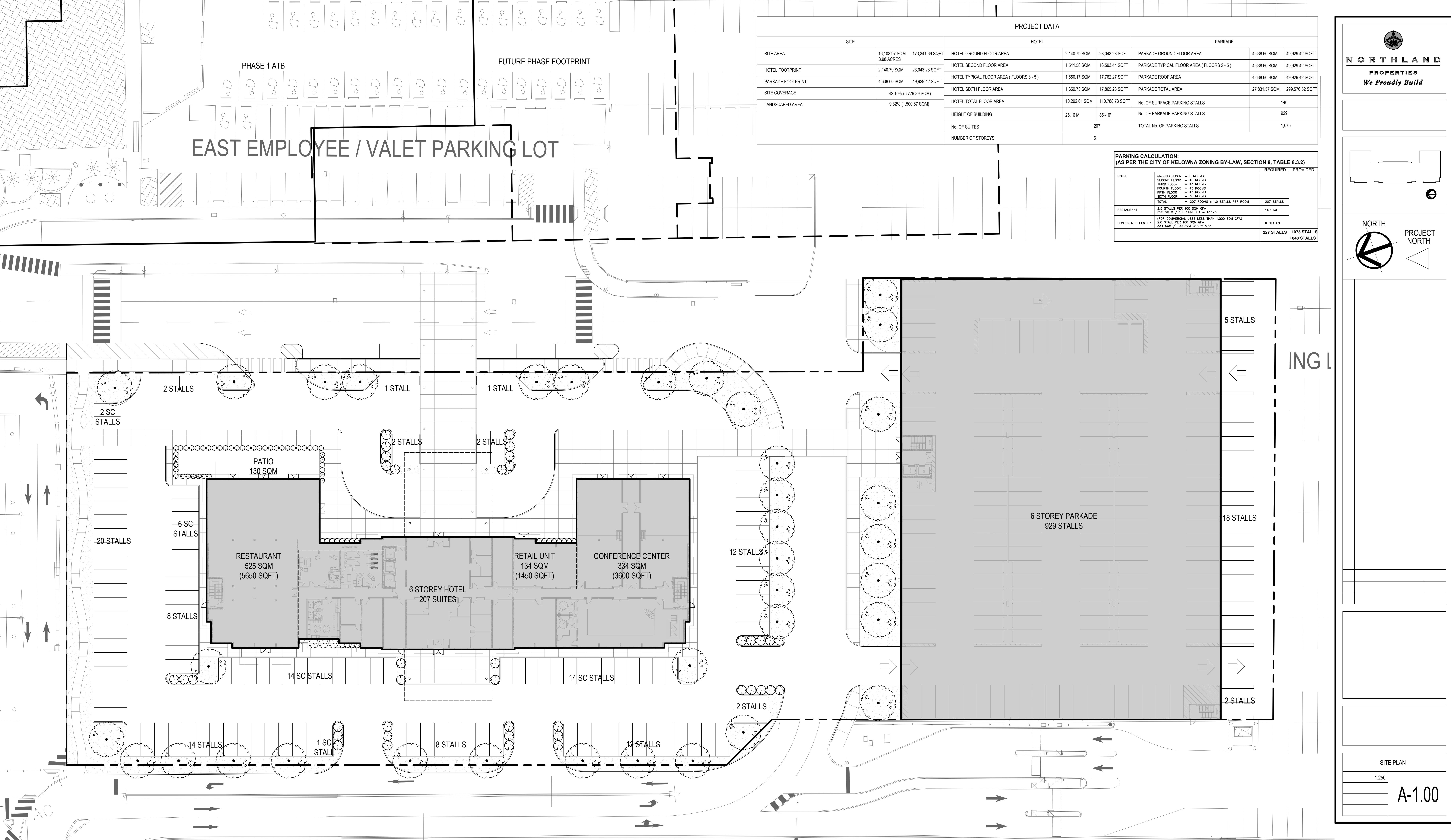
### **HOTEL REQUIREMENTS**

Minimum general specifications of the Hotel shall be as per the attached six storey 207 room hotel plans under Schedule F.

Maximum general specification of the Hotel shall be as per the attached eight storey 293 room hotel plans under Schedule F.

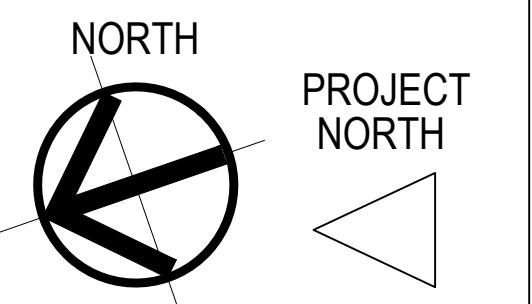
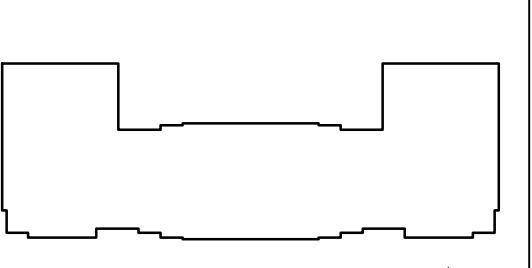
**SCHEDULE F**

**GENERAL PLANS AND SPECIFICATIONS FOR HOTEL (SIX & EIGHT STOREY OPTIONS)**





**NORTHLAND**  
PROPERTIES  
*We Proudly Build*



NORTH  
PROJECT  
NORTH

OVERALL SITE PLAN  
1:500  
A-1.00a

PROJECT DATA

SITE		HOTEL		PARKADE	
SITE AREA	16,103.97 SQM 3.98 ACRES	173,341.69 SQFT	HOTEL GROUND FLOOR AREA	2,140.79 SQM	23,043.23 SQFT
HOTEL FOOTPRINT			HOTEL SECOND FLOOR AREA	1,541.58 SQM	16,593.44 SQFT
PARKADE FOOTPRINT			HOTEL TYPICAL FLOOR AREA (FLOORS 3 - 5)	1,650.17 SQM	17,762.27 SQFT
SITE COVERAGE	42.10% (6,779.39 SQM)		HOTEL SIXTH FLOOR AREA	1,659.73 SQM	17,865.23 SQFT
LANDSCAPED AREA	9.32% (1,500.87 SQM)		HOTEL TOTAL FLOOR AREA	10,292.61 SQM	110,788.73 SQFT
			HEIGHT OF BUILDING	26.16 M	85'-10"
			No. OF SUITES	207	No. OF PARKADE PARKING STALLS
			NUMBER OF STOREYS	6	TOTAL No. OF PARKING STALLS
					1,075

PARKING CALCULATION:  
(AS PER THE CITY OF KELOWNA ZONING BY-LAW, SECTION 8, TABLE 8.3.2)

	REQUIRED	PROVIDED
HOTEL		
GROUND FLOOR	= 0 ROOMS	
SECOND FLOOR	= 43 ROOMS	
THIRD FLOOR	= 43 ROOMS	
FOURTH FLOOR	= 43 ROOMS	
FIFTH FLOOR	= 38 ROOMS	
SIXTH FLOOR	= 38 ROOMS	
TOTAL	= 207 ROOMS x 1.0 STALLS PER ROOM	207 STALLS
RESTAURANT	2.5 STALLS PER 100 SQM GFA 525 SQM / 100 SQM GFA = 13.125	14 STALLS
CONFERENCE CENTER	(FOR COMMERCIAL USES LESS THAN 1,000 SQM GFA) 334 SQM / 100 SQM GFA = 3.34	6 STALLS
		227 STALLS 1075 STALLS +848 STALLS

LONG TERM PARKING LOT

LONG TERM PARKING LOT

EAST EMPLOYEE / VALET PARKING LOT

PHASE 1 ATB

FUTURE PHASE FOOTPRINT

FUTURE PHASE FOOTPRINT

EXISTING ATB

A.T.B.

STOP

POC

POC

AC

SHORT TERM PARKING LOT

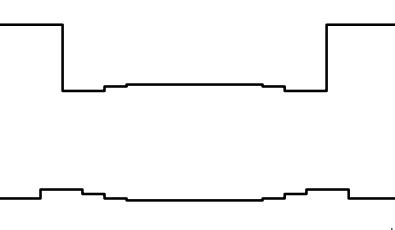
AC



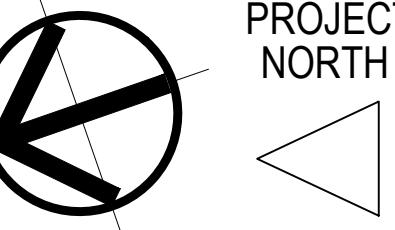
NORTHLAND

PROPERTIES

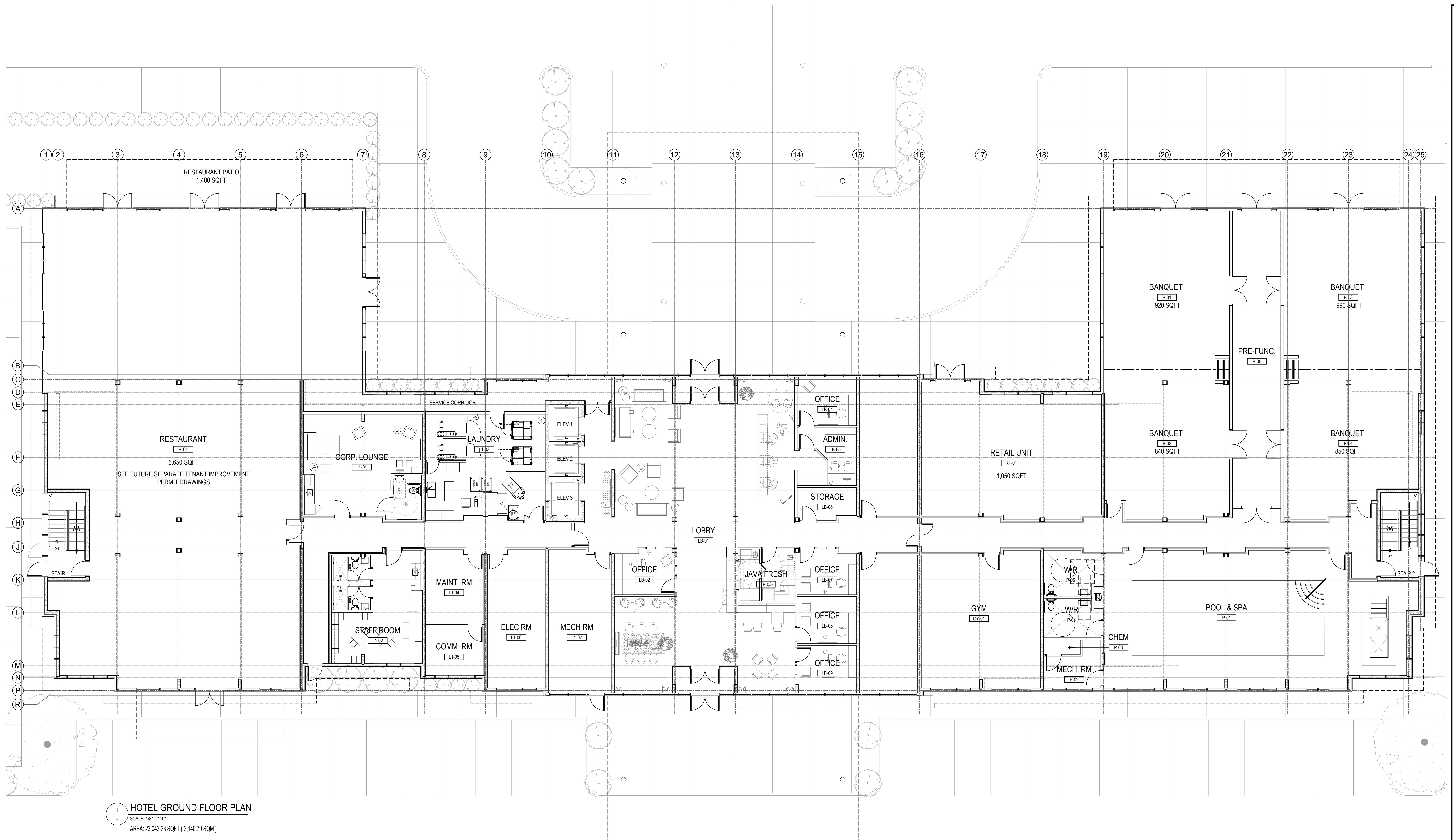
We Proudly Build



NORTH



PROJECT NORTH



1 HOTEL GROUND FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
AREA: 23,043.23 SQFT (2,140.79 SQM)

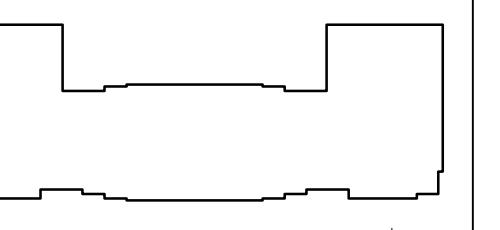
GROUND FLOOR PLAN

1/8" = 1'-0"

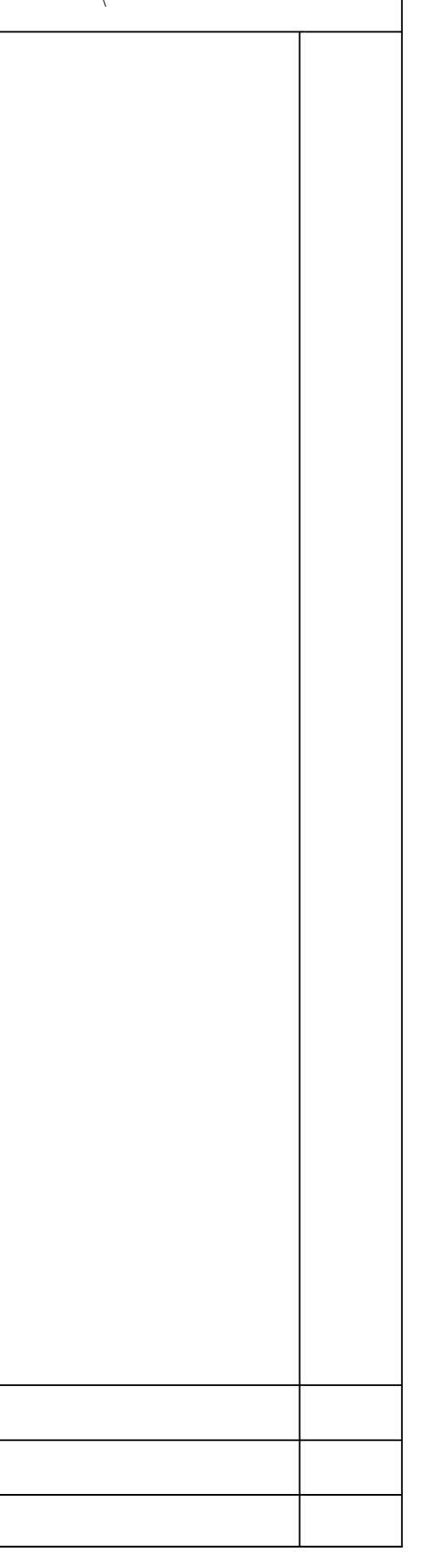
A-1.01



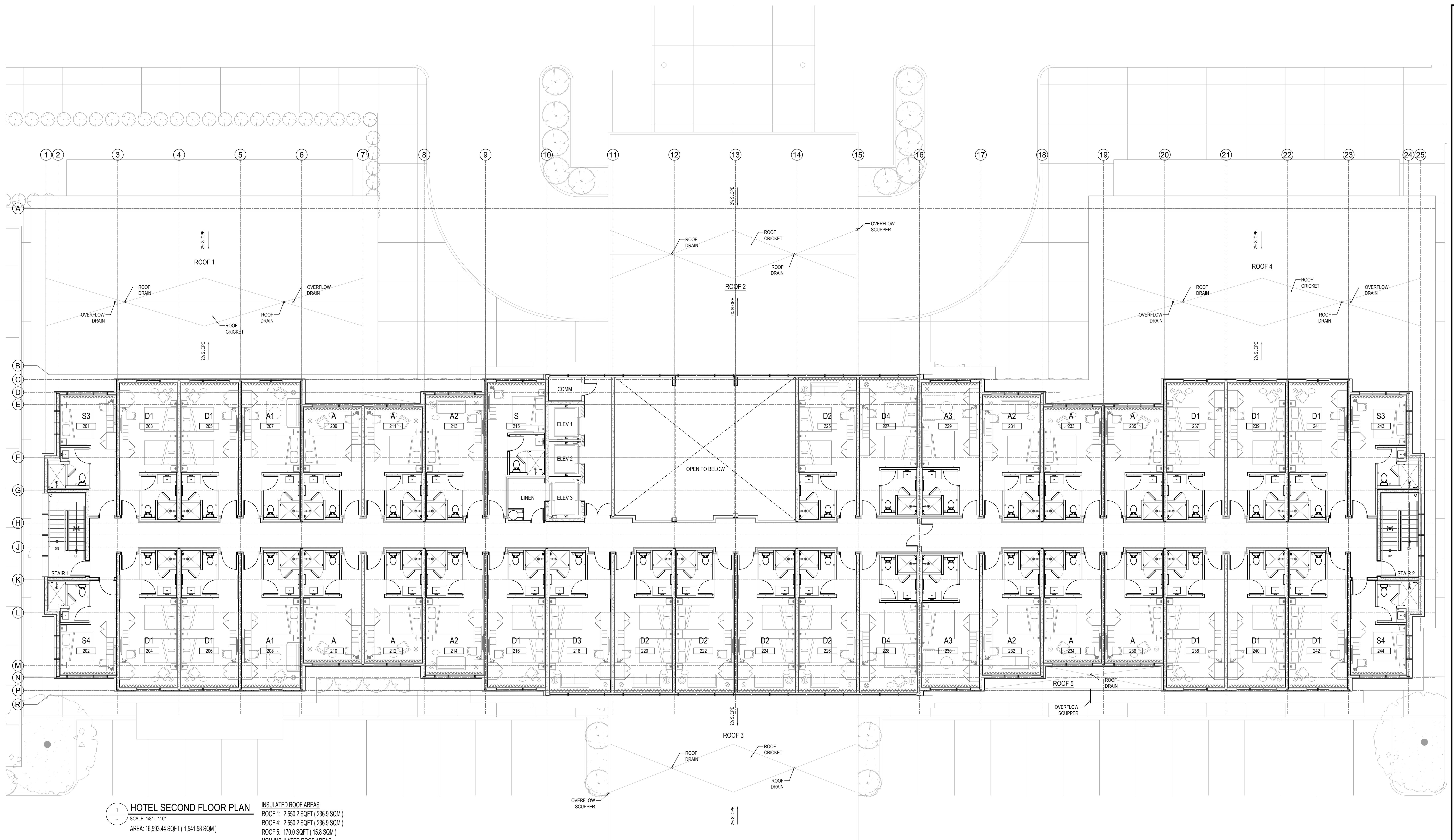
**NORTHLAND**  
PROPERTIES  
*We Proudly Build*



NORTH  
PROJECT  
NORTH

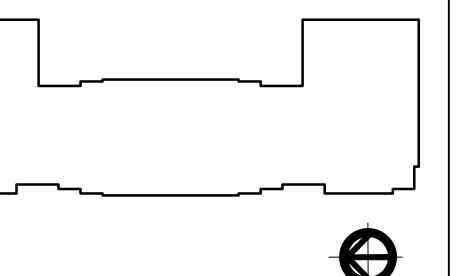


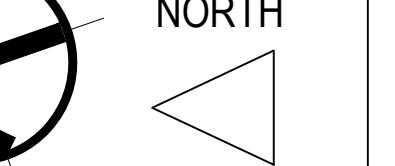
SECOND FLOOR PLAN  
1/8" = 1'-0"  
A-1.02

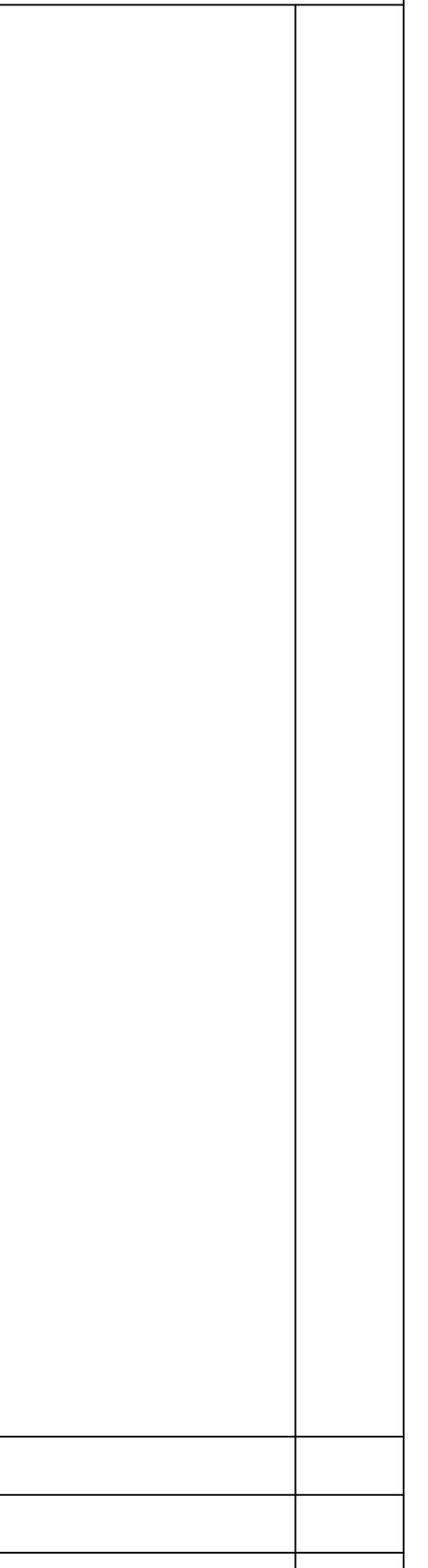




NORTHLAND  
PROPERTIES  
We Proudly Build



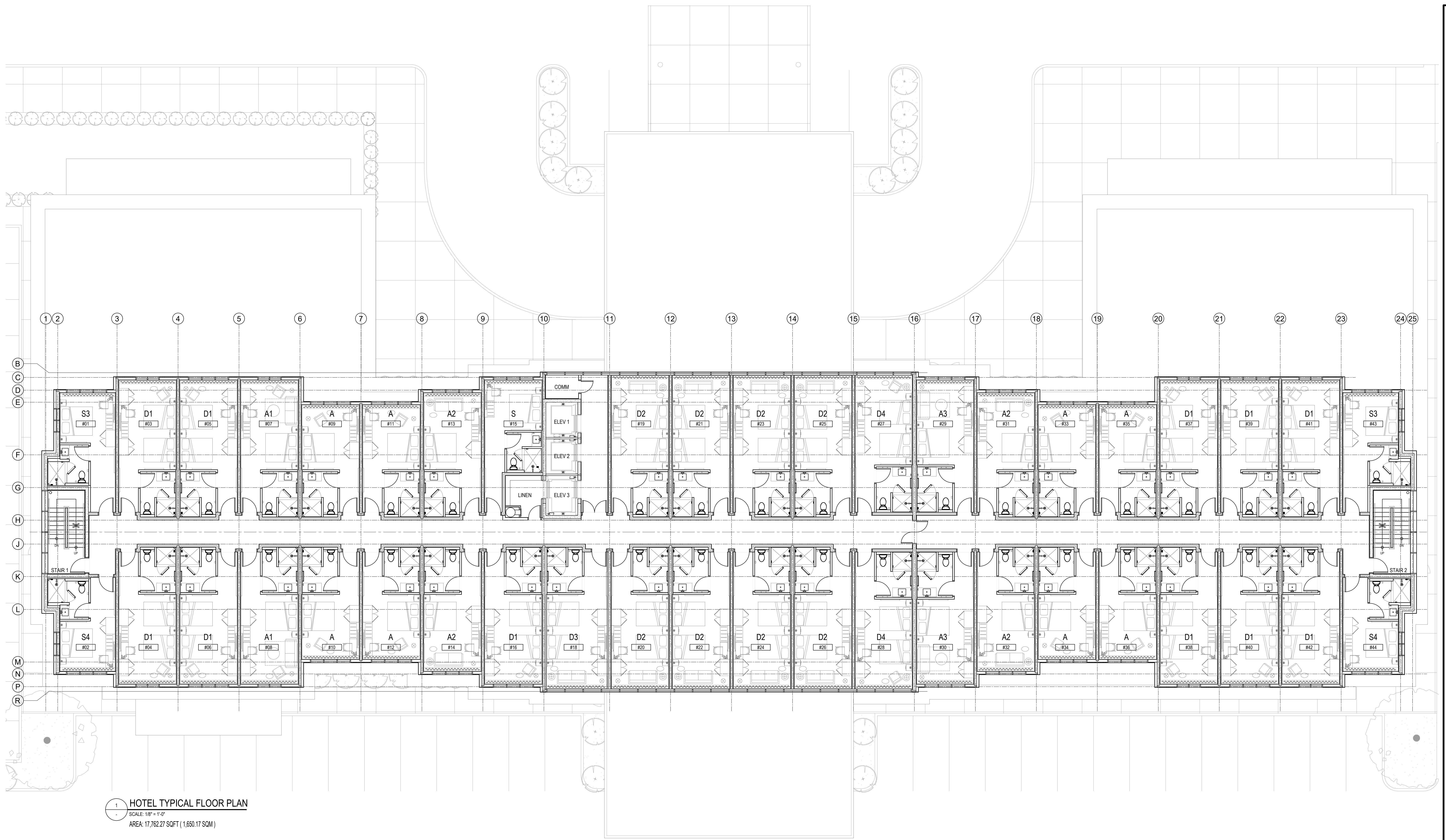
NORTH  
PROJECT  
NORTH  




TYPICAL FLOOR PLAN  
(FLOOR 3-5)

1/8" = 1'-0"

A-1.04



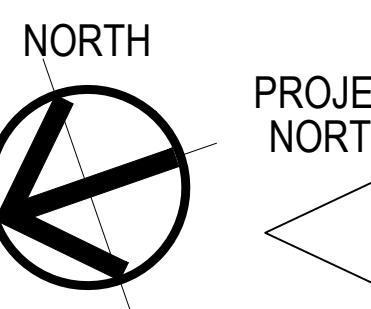
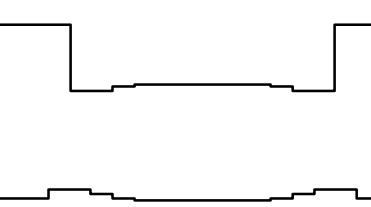
1 HOTEL TYPICAL FLOOR PLAN  
- SCALE: 1/8" = 1'-0"  
AREA: 17,762.27 SQFT (1,650.17 SQM)



NORTHLAND

PROPERTIES

We Proudly Build



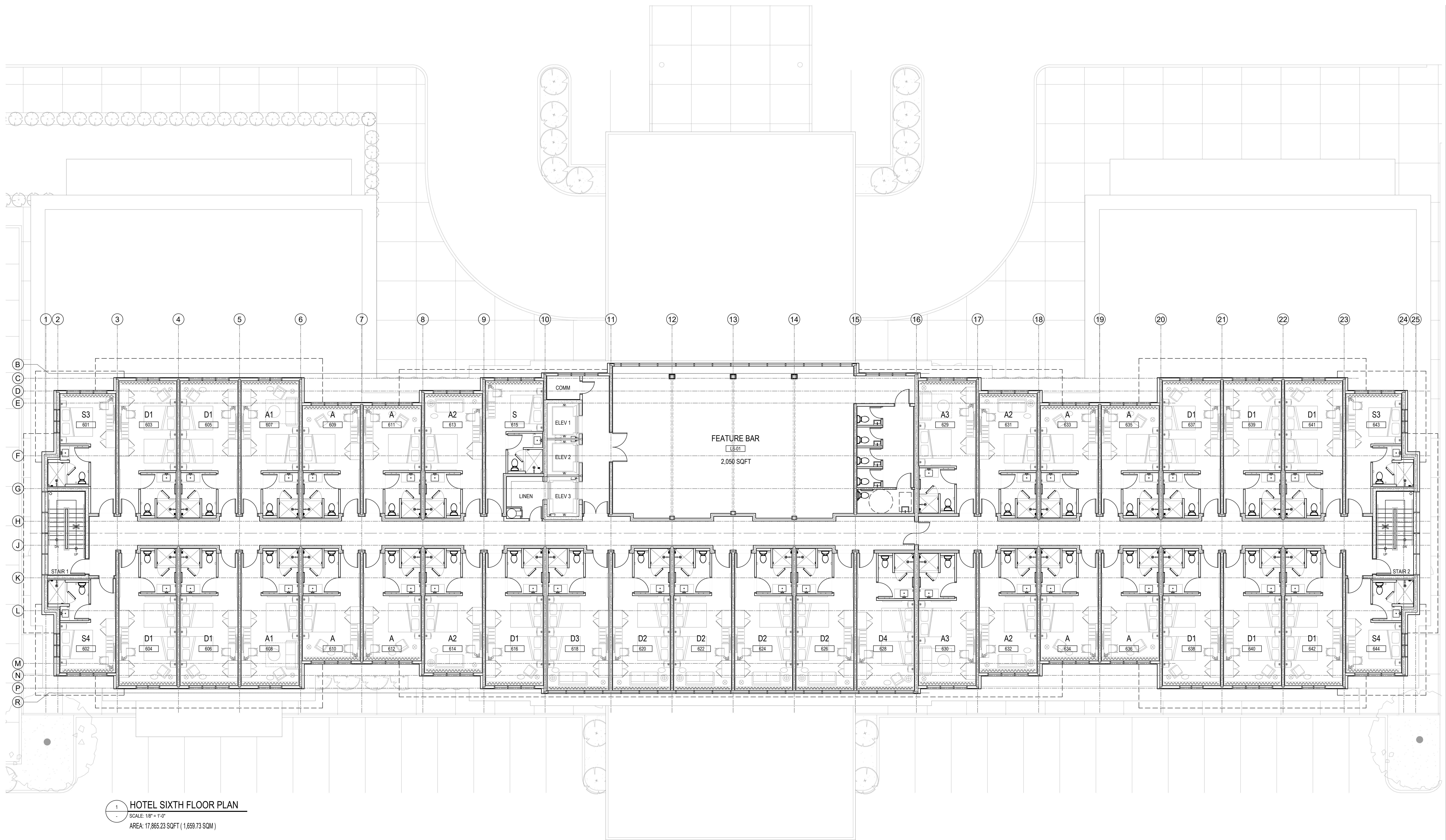
NORTH

PROJECT NORTH

EIGHTH FLOOR PLAN

1/8" = 1'-0"

A-1.06

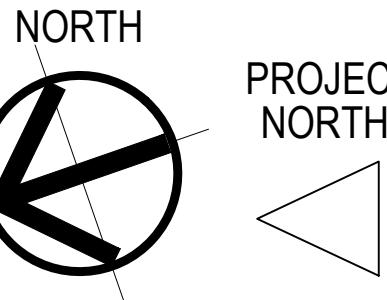
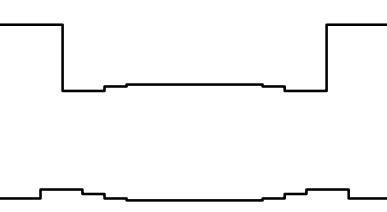




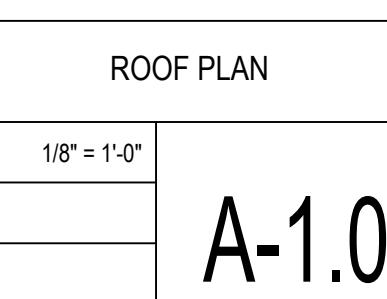
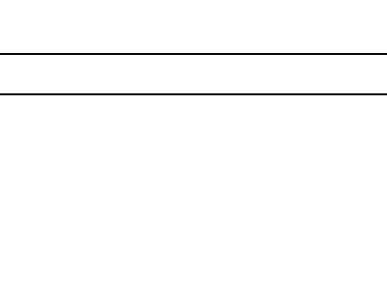
NORTHLAND

PROPERTIES

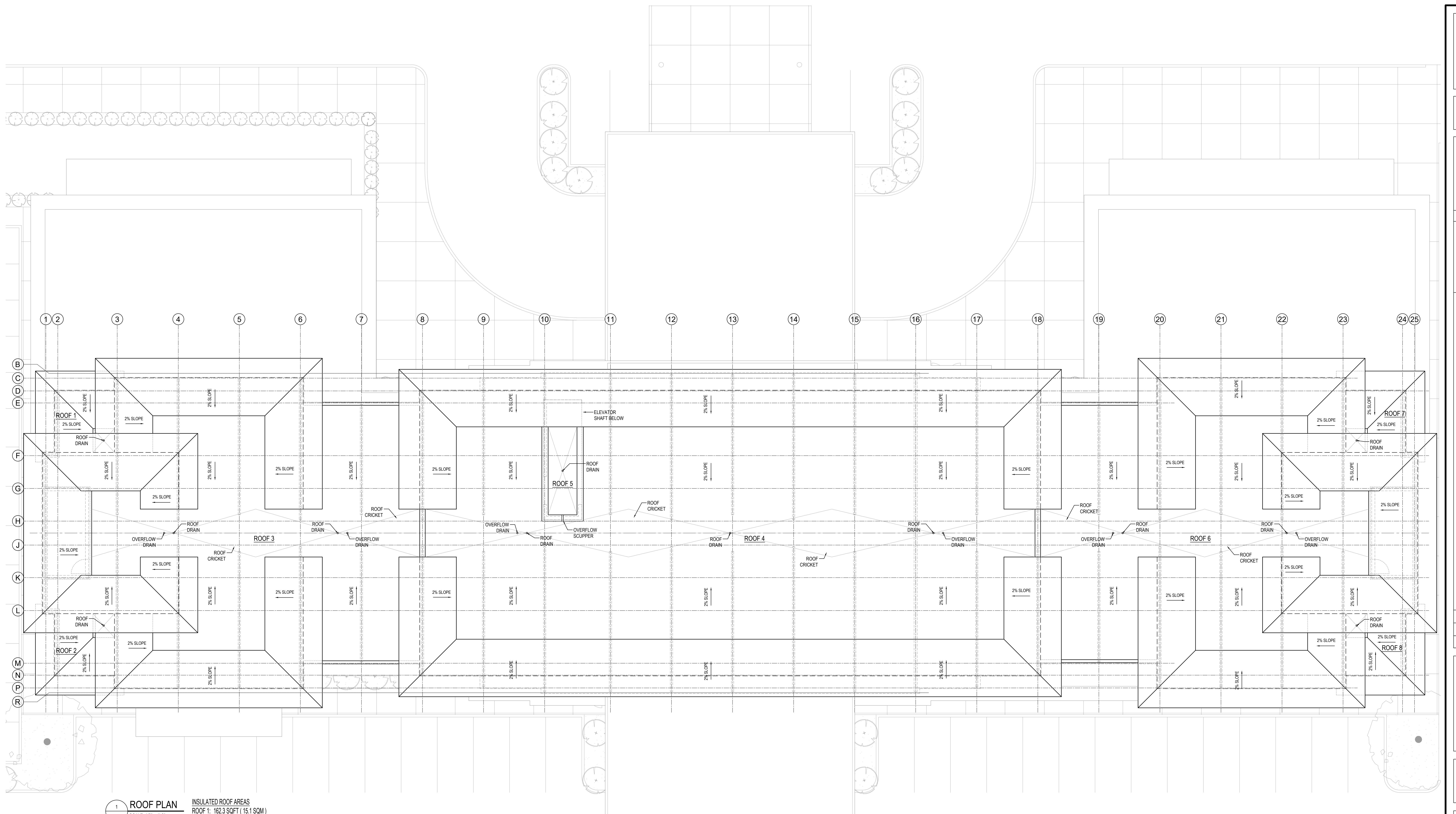
We Proudly Build



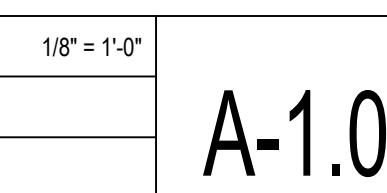
PROJECT NORTH



A-1.07



SEE A-1.02 SECOND FLOOR PLAN FOR LOWER ROOF DRAINAGE



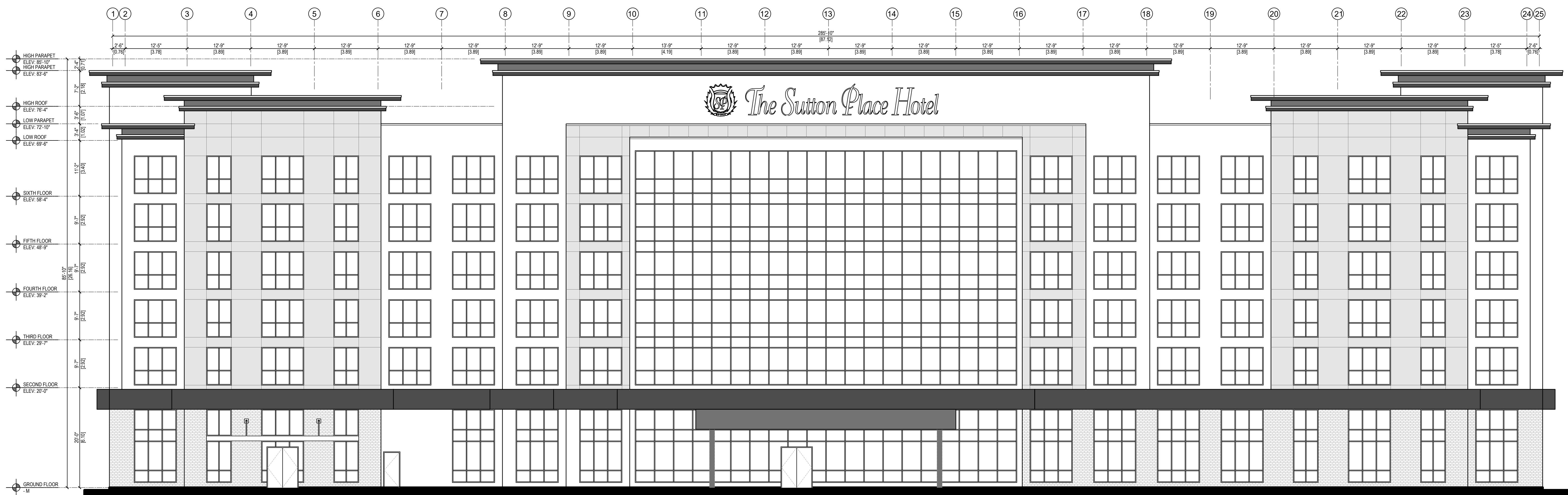




**NORTHLAND**

**PROPERTIES**

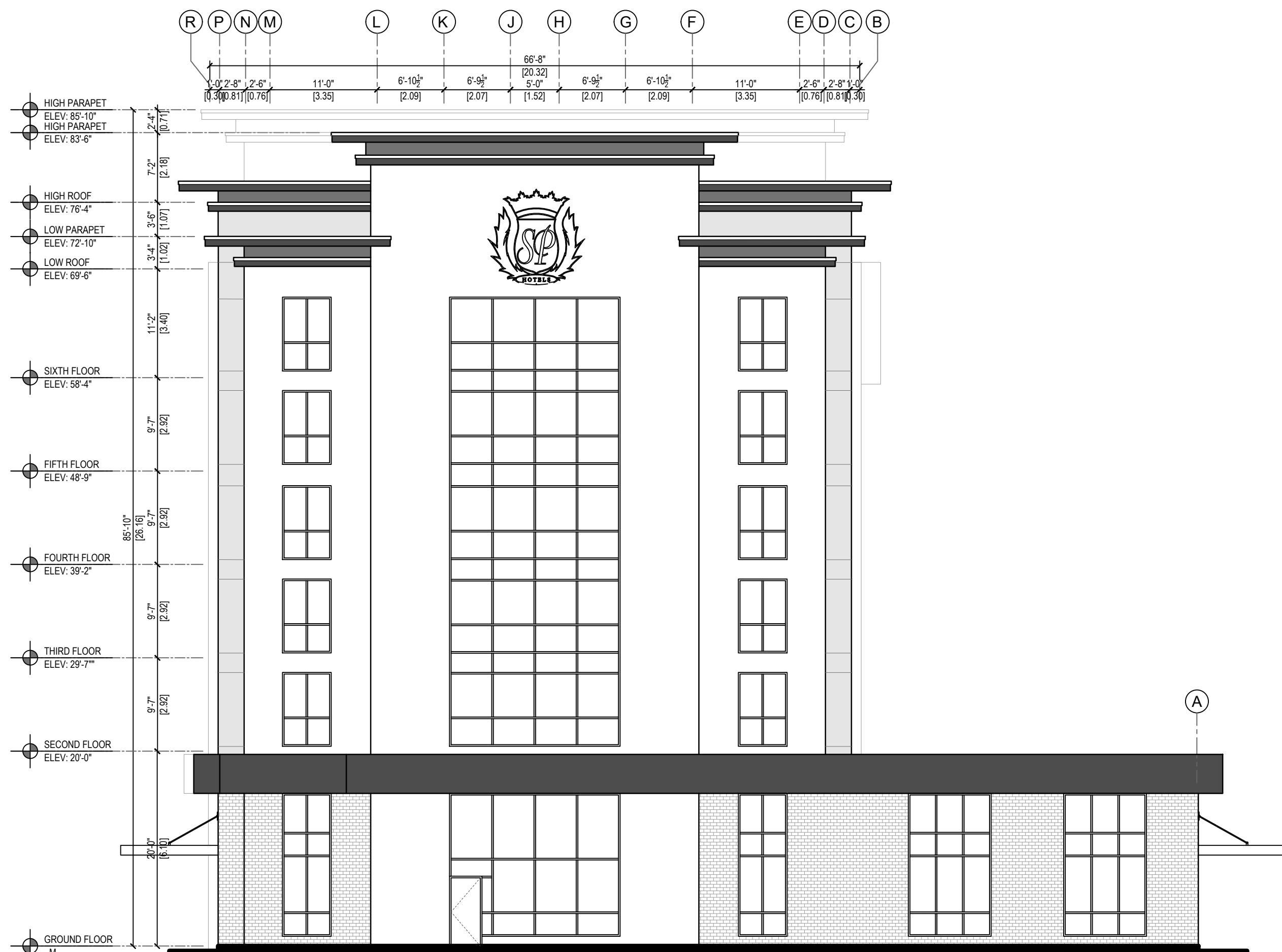
*We Proudly Build*



WEST ELEVATION

A-2.02

SCALE: 1" = 10'-0"



SOUTH ELEVATION

A-2.02

SCALE: 1" = 10'-0"

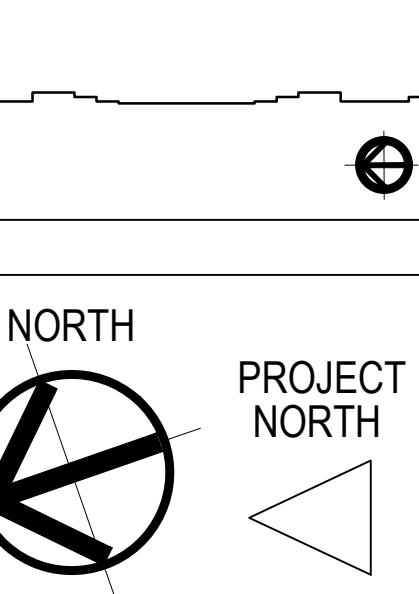
#### KELOWNA SUTTON EXTERIOR FINISHES

- |     |  |
|-----|--|
| H1  | PAINTED HARDIPANELS C/W REVEALS<br>'PEARL GRAY'                              |
| H2  | PAINTED HARDIPANELS C/W REVEALS<br>'AGED PEWTER'                             |
| H3  | PAINTED HARDIPANELS C/W REVEALS<br>'RICH ESPRESSO'                           |
| H4  | PAINTED HARDIPANELS C/W REVEALS<br>BENJAMIN MOORE BLACK JACK 2133-20         |
| H5  | BRICK VENEER SYSTEM - RUNNING BOND<br>COLOR: 'IRONSTONE' MD 2140             |
| H6  | CLEAR GLASS WINDOW IN BLACK ALUMINUM FRAME                                   |
| H7  | CLEAR GLAZED DOOR IN BLACK ALUM FRAME  |
| H8  | UP / DOWN LIGHT  |
| H9  | ILLUMINATED SIGNAGE - SEE A-2.04 FOR DETAILS                                 |
| H10 | A/C UNIT COVERS PAINTED TO MATCH<br>SURROUNDING WALL                         |
| H11 | PERFORATED LUX' METAL WOOD PRINT SOFFIT<br>COLOR 140601-716 LIGHT CHERRY'    |
| H12 | 'LUX' METAL WOOD PRINT SIDING<br>COLOR 140601-716 LIGHT CHERRY'              |
| H13 | NATURAL CONCRETE FINISH  |
| H14 | METAL CAP FLASHING PAINTED COLOR<br>TO MATCH SURROUNDING WALL                |
| F9  | PAINTED METAL "C" CHANNEL AWNING<br>COLOR: BENJAMIN MOORE BLACK JACK 2133-20 |
| F10 | GLASS GUARDRAIL  |

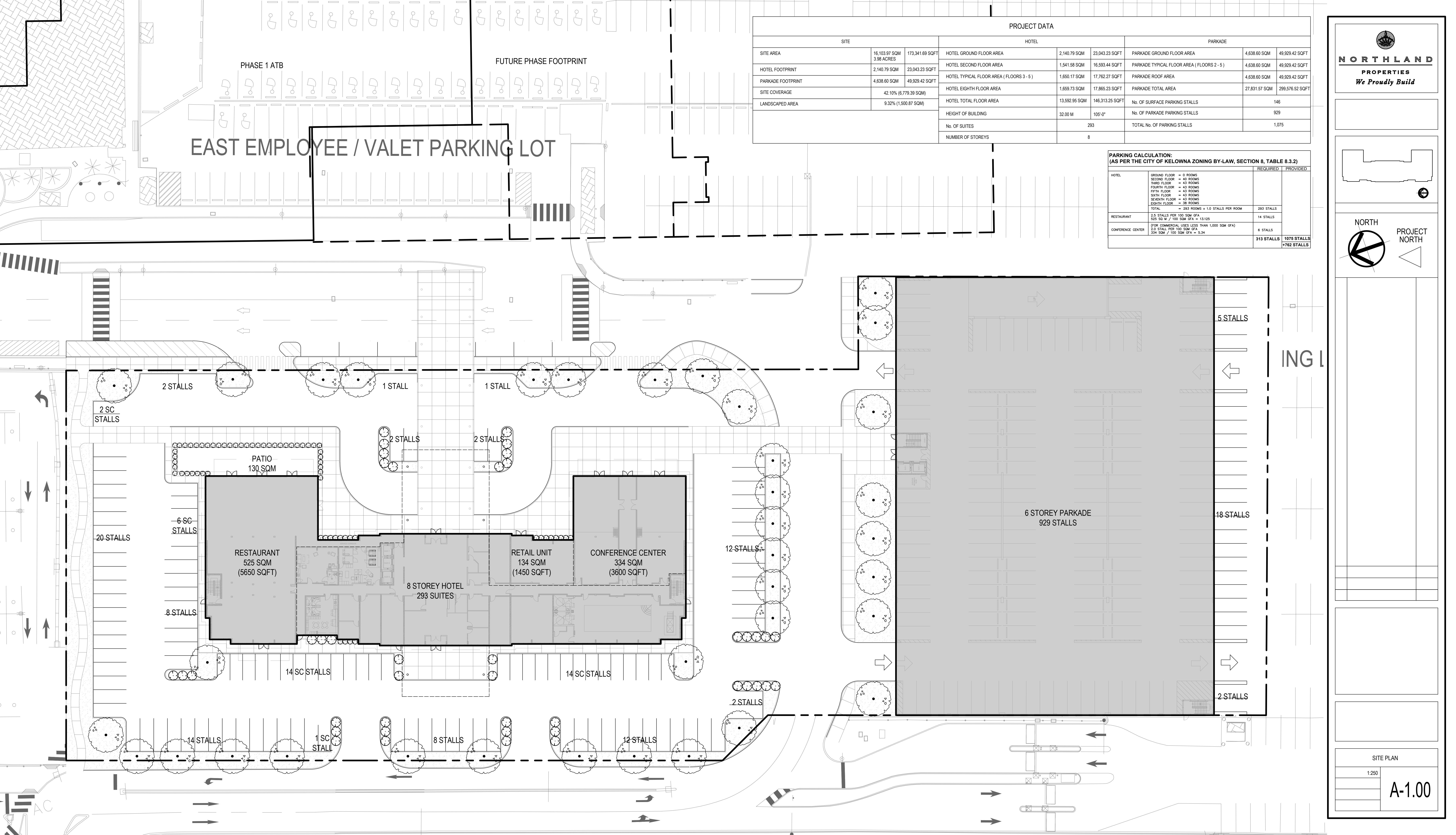
WEST & SOUTH ELEVATIONS

1" = 10'-0"

A-2.02



NORTH  
PROJECT NORTH

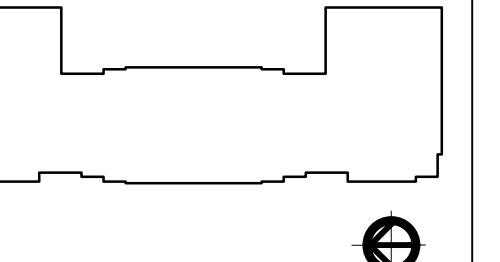




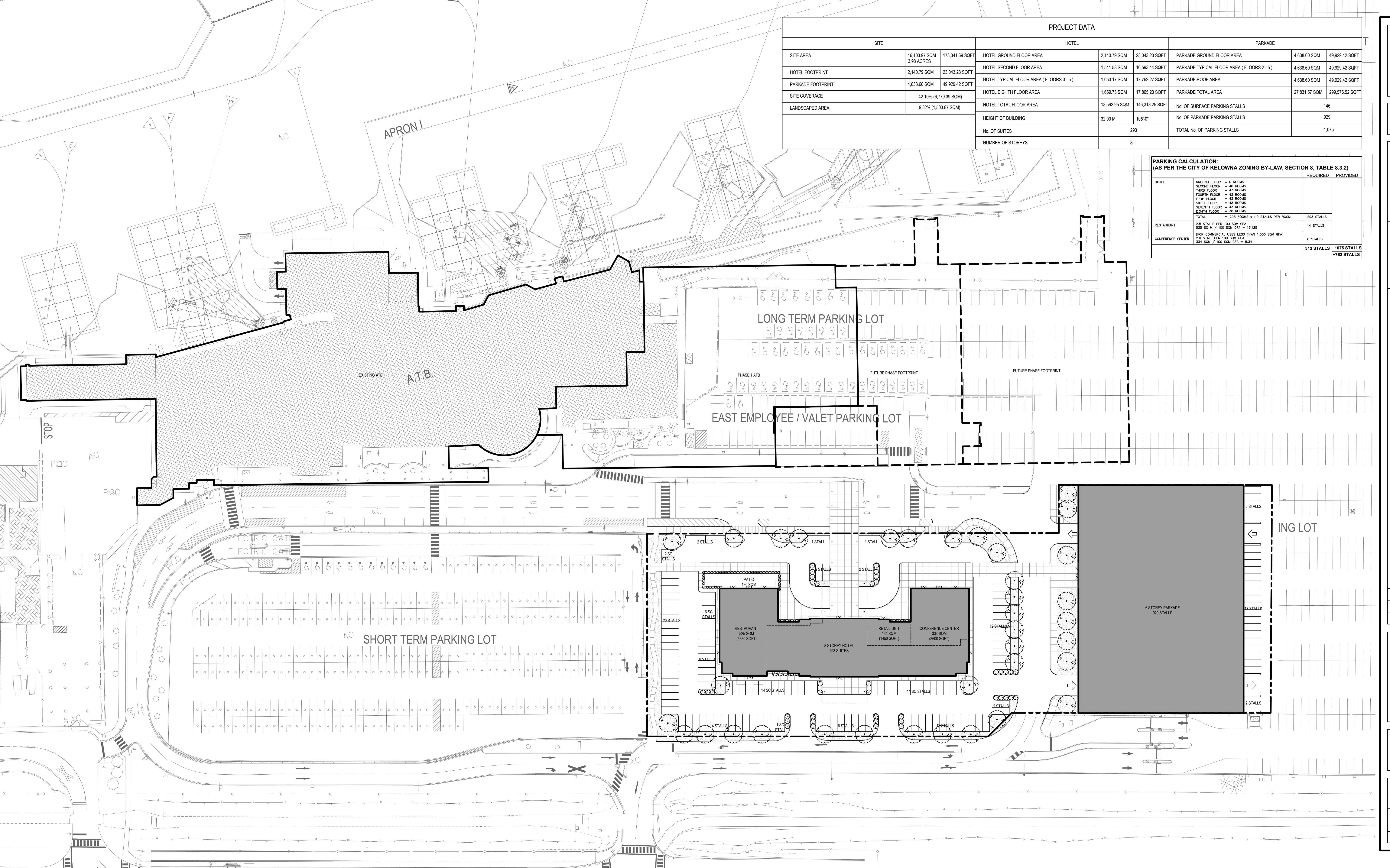
**N O R T H L A N D**  
**PROPERTIES**  
*We Proudly Build*

SITE			HOTEL			PARKADE				
SITE AREA	16,103.97 SQM 3.98 ACRES	173,341.69 SQFT	HOTEL GROUND FLOOR AREA	2,140.79 SQM	23,043.23 SQFT	PARKADE GROUND FLOOR AREA	4,638.60 SQM	49,929.42 SQFT		
HOTEL FOOTPRINT	2,140.79 SQM	23,043.23 SQFT	HOTEL SECOND FLOOR AREA	1,541.58 SQM	16,593.44 SQFT	PARKADE TYPICAL FLOOR AREA ( FLOORS 2 - 5 )	4,638.60 SQM	49,929.42 SQFT		
PARKADE FOOTPRINT	4,638.60 SQM	49,929.42 SQFT	HOTEL TYPICAL FLOOR AREA ( FLOORS 3 - 5 )	1,650.17 SQM	17,762.27 SQFT	PARKADE ROOF AREA	4,638.60 SQM	49,929.42 SQFT		
SITE COVERAGE	42.10% (6,779.39 SQM)		HOTEL EIGHTH FLOOR AREA	1,659.73 SQM	17,865.23 SQFT	PARKADE TOTAL AREA	27,831.57 SQM	299,576.52 SQFT		
LANDSCAPED AREA	9.32% (1,500.87 SQM)		HOTEL TOTAL FLOOR AREA	13,592.95 SQM	146,313.25 SQFT	No. OF SURFACE PARKING STALLS	146			
			HEIGHT OF BUILDING	32.00 M	105'-0"	No. OF PARKADE PARKING STALLS	929			
			No. OF SUITES	293		TOTAL No. OF PARKING STALLS	1,075			
			NUMBER OF STOREYS	8						

<b>PARKING CALCULATION:</b> <b>(AS PER THE CITY OF KELOWNA ZONING BY-LAW, SECTION 8, TABLE 8.3.2)</b>		<b>REQUIRED</b>	<b>PROVIDED</b>
HOTEL	GROUND FLOOR = 0 ROOMS SECOND FLOOR = 40 ROOMS THIRD FLOOR = 43 ROOMS FOURTH FLOOR = 43 ROOMS FIFTH FLOOR = 43 ROOMS SIXTH FLOOR = 43 ROOMS SEVENTH FLOOR = 43 ROOMS EIGHTH FLOOR = 38 ROOMS		
	TOTAL = 293 ROOMS x 1.0 STALLS PER ROOM	293 STALLS	
RESTAURANT	2.5 STALLS PER 100 SQM GFA 525 SQ M / 100 SQM GFA = 13.125	14 STALLS	
CONFERENCE CENTER	(FOR COMMERCIAL USES LESS THAN 1,000 SQM GFA) 2.0 STALL PER 100 SQM GFA 334 SQM / 100 SQM GFA = 5.34	6 STALLS	
		313 STALLS	1075 STALLS
			+762 STALLS

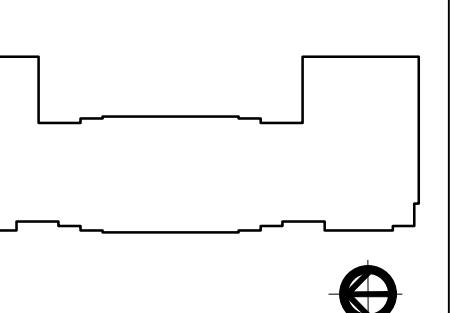


The logo consists of a large circle containing a thick black diagonal line forming a 'K' shape. A thin white line extends from the top center of the circle to the word 'NORTH'. To the right of the circle, the words 'PROJECT NORTH' are written in a large, bold, sans-serif font. Below this text is a large, hollow equilateral triangle pointing upwards.

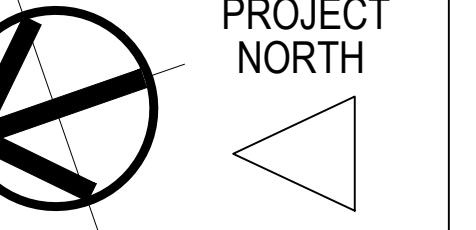




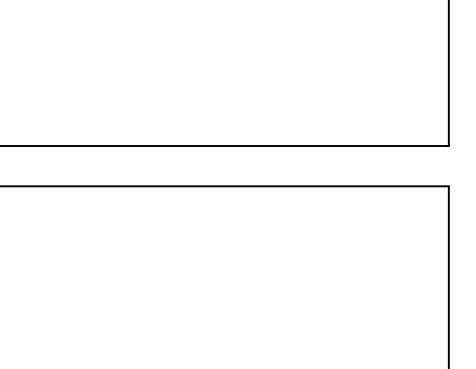
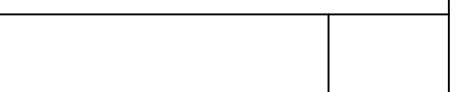
NORTHLAND  
PROPERTIES  
*We Proudly Build*



NORTH



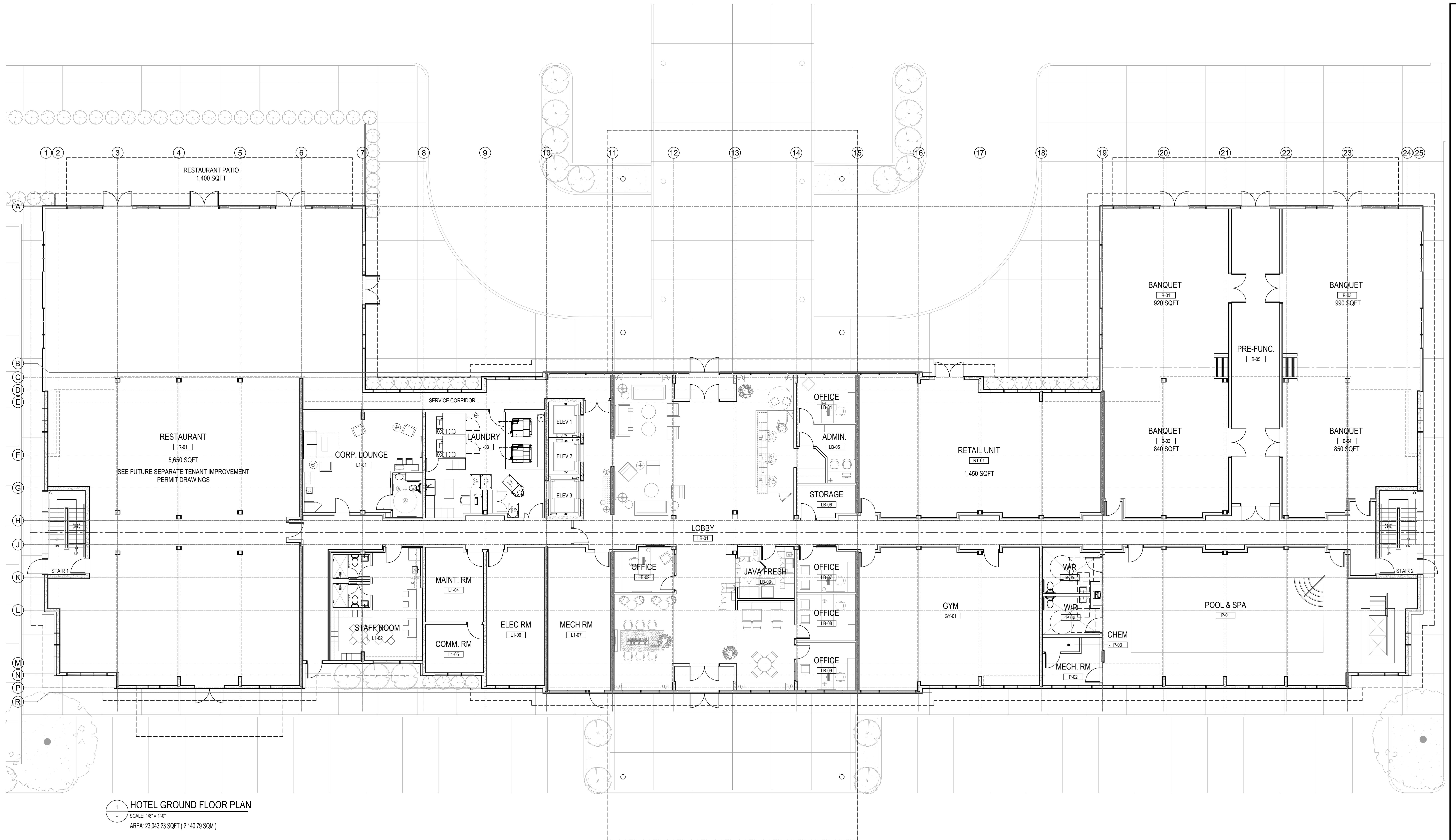
PROJECT NORTH



GROUND FLOOR PLAN

1/8" = 1'-0"

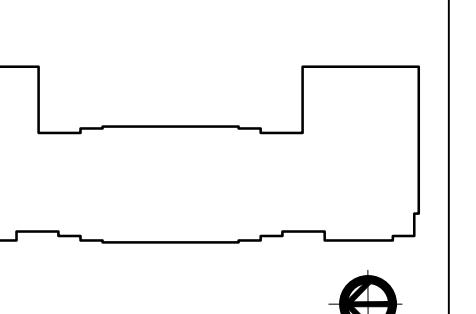
A-1.01



1 HOTEL GROUND FLOOR PLAN  
- SCALE: 1/8" = 1'-0"  
AREA: 23,043.23 SQFT (2,140.79 SQM)

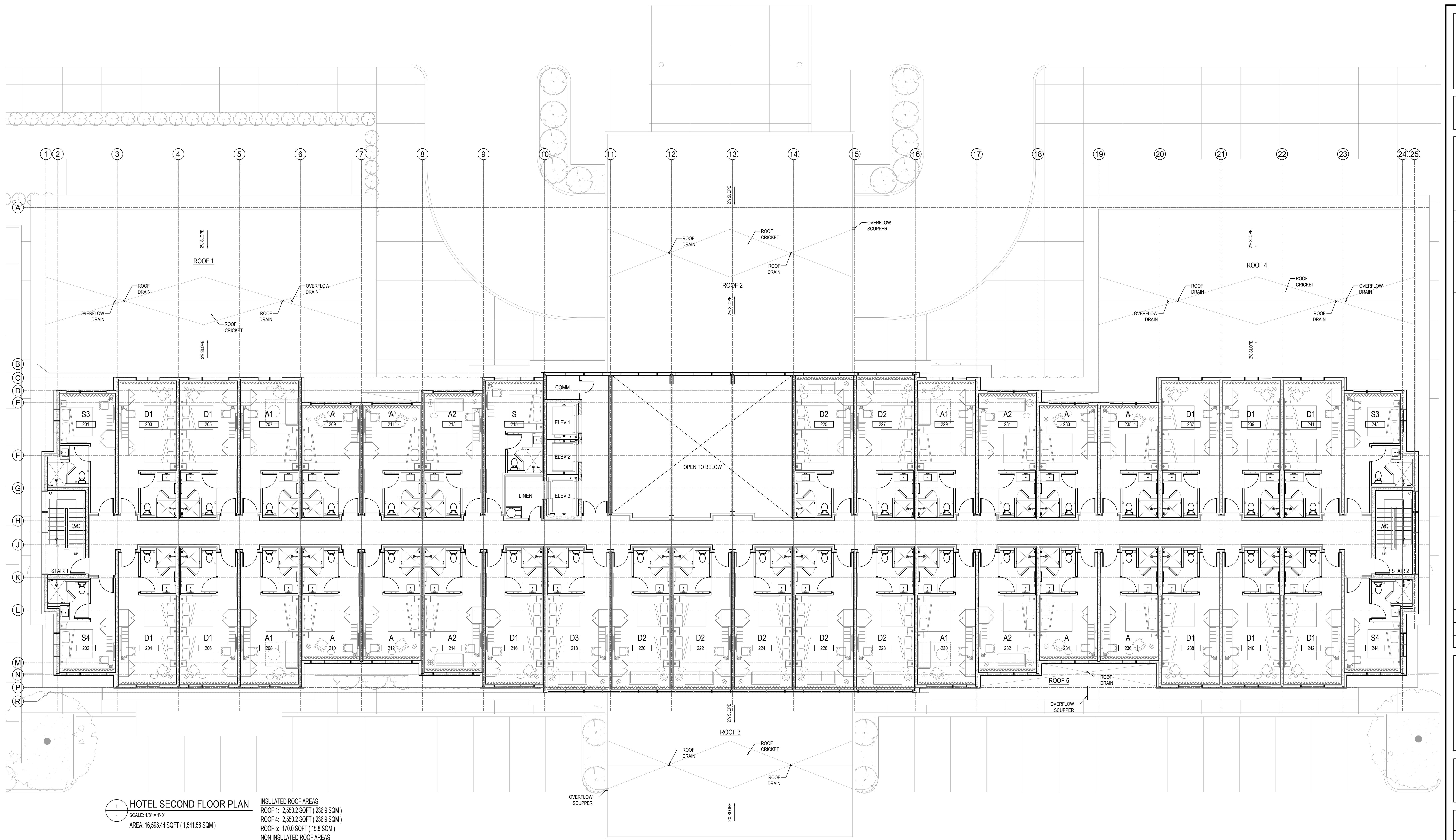


**N O R T H L A N D**  
**P R O P E R T I E S**  
*We Proudly Build*



BB

# PROJECT NORTH



1 HOTEL SECOND FLOOR PLAN  
DRAWN BY: HSR - MGR

- SCALE: 1/8" = 1'-0"

AN INSULATED ROOF AREAS

ROOF 1: 2,550.2 SQFT ( 236.9 SQM )

ROOF 4: 2,550.2 SQFT ( 236.9 SQM )

ROOF 5: 170.0 SQFT ( 15.8 SQM )

NON-INSULATED ROOF AREAS

ROOF 2: 2,626.4 SQFT ( 244.0 SQM )

ROOF 3: 1,595.8 SQFT ( 148.3 SQM )

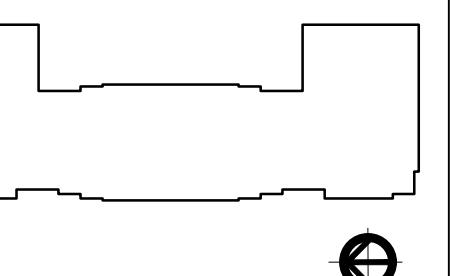
## SECOND FLOOR PLAN

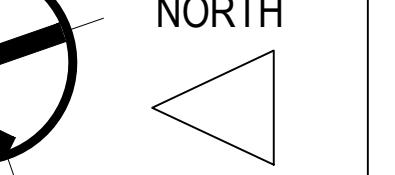
$$1/8" = 1'-0"$$

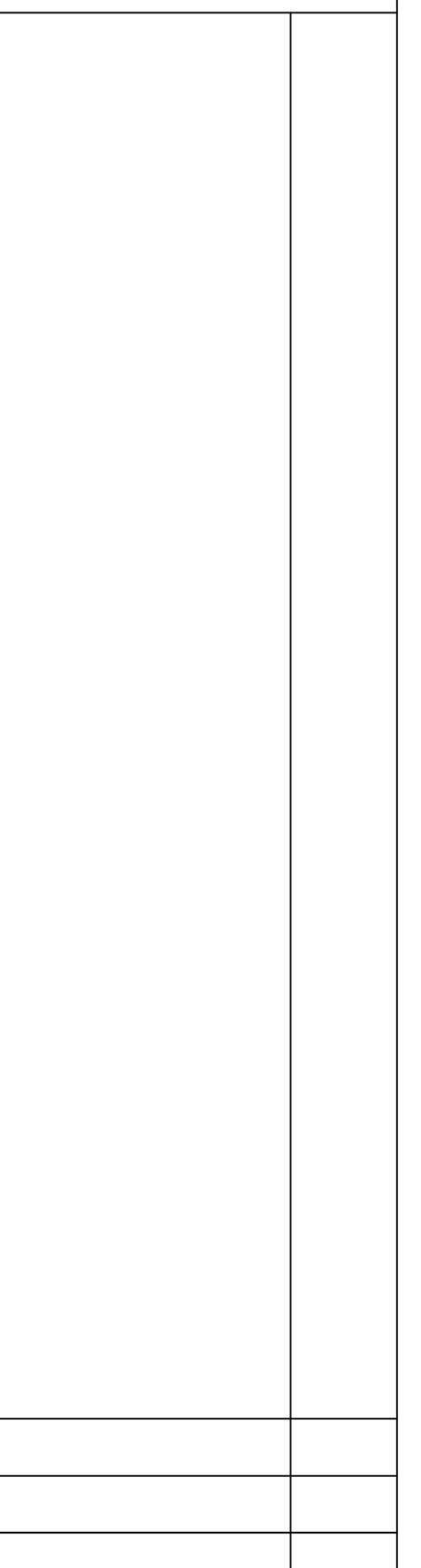
# A-1.02



NORTHLAND  
PROPERTIES  
We Proudly Build



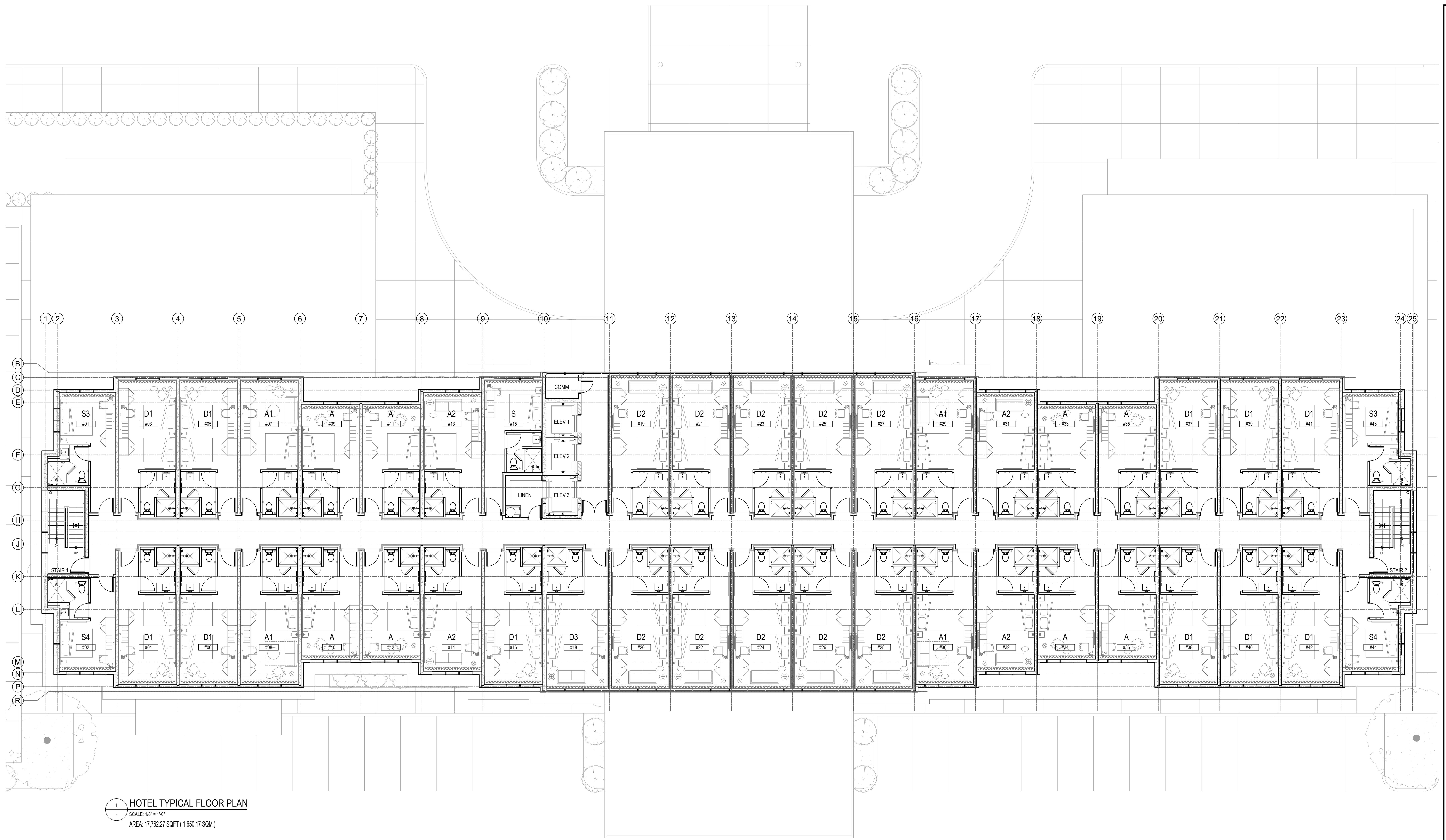
NORTH  
PROJECT  
NORTH  




TYPICAL FLOOR PLAN  
(FLOOR 3-5)

1/8" = 1'-0"

A-1.04

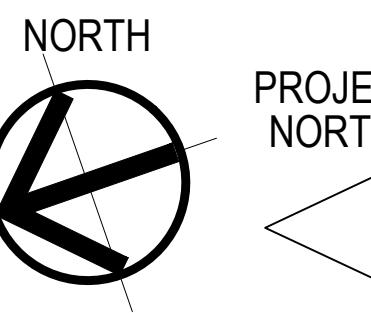
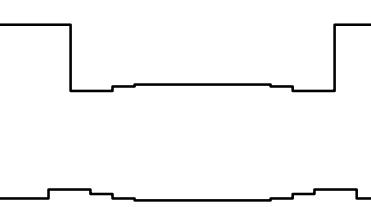




NORTHLAND

PROPERTIES

We Proudly Build



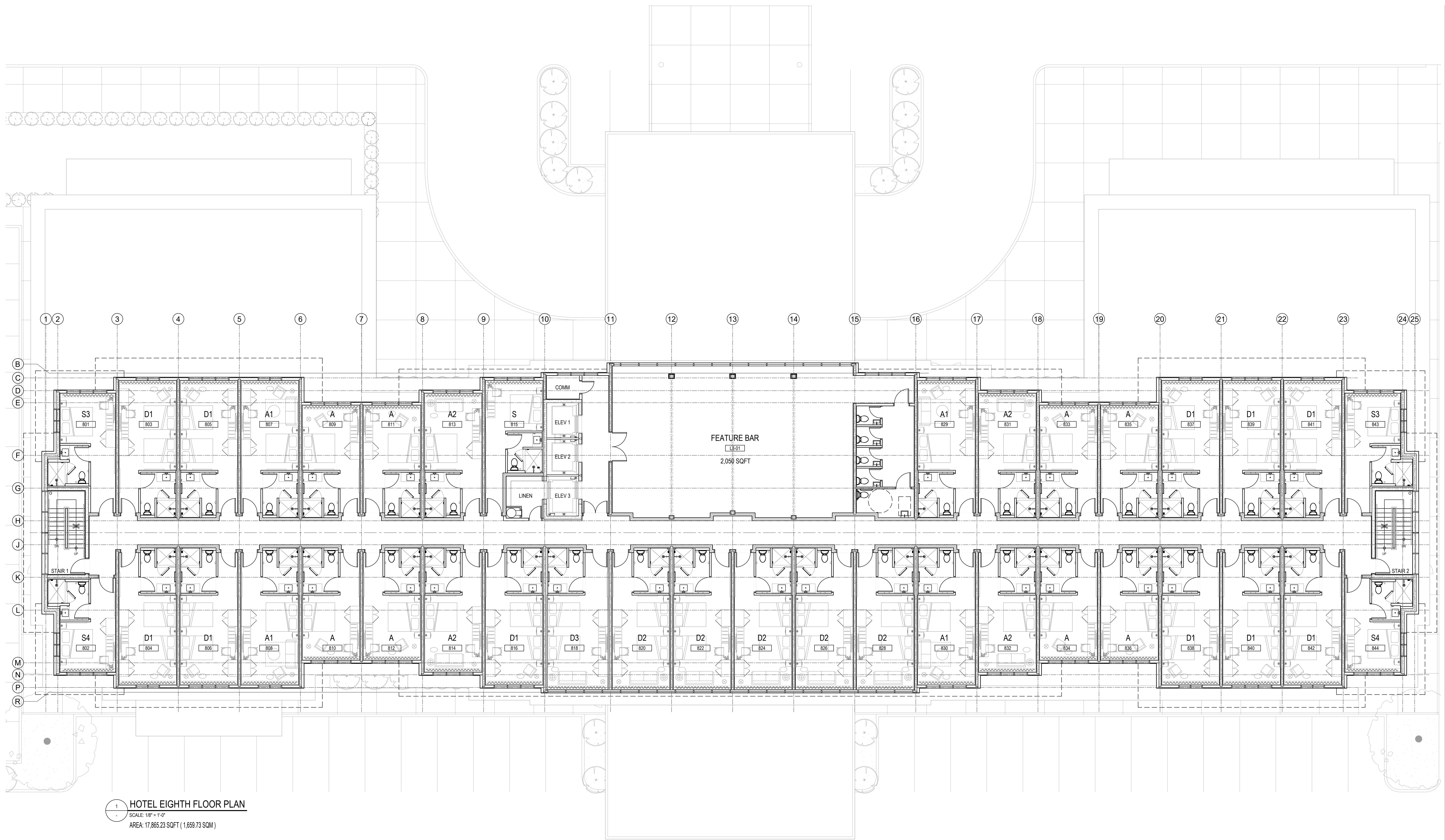
NORTH

PROJECT NORTH

EIGHTH FLOOR PLAN

1/8" = 1'-0"

A-1.08



1 HOTEL EIGHTH FLOOR PLAN

- SCALE: 1/8" = 1'-0"  
AREA: 17,865.23 SQFT (1,659.73 SQM)

EIGHTH FLOOR PLAN

1/8" = 1'-0"

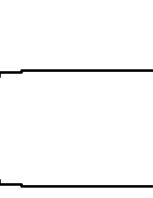
A-1.08



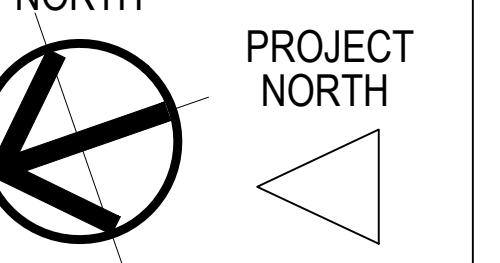
NORTHLAND

PROPERTIES

We Proudly Build



NORTH

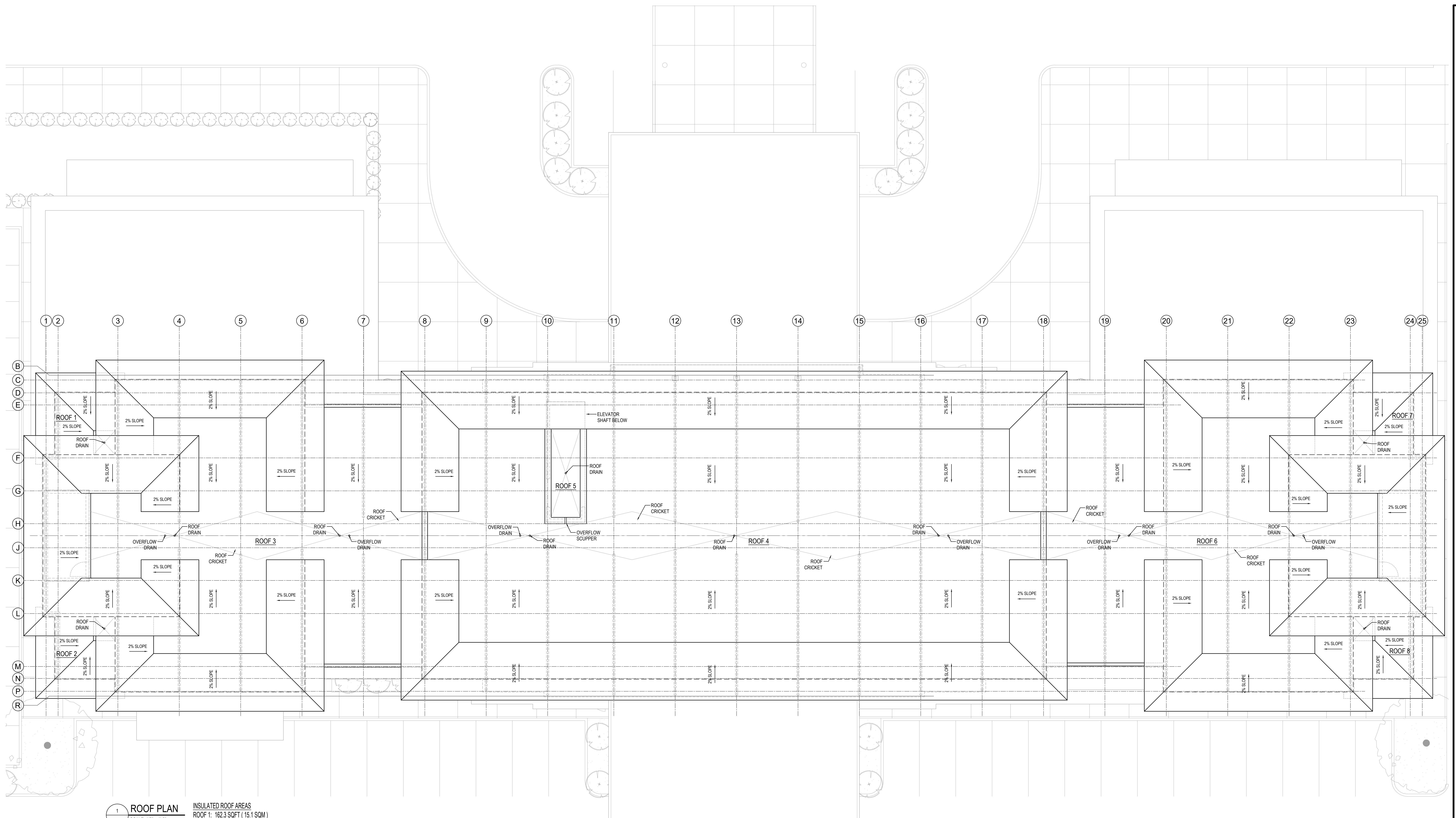


PROJECT NORTH

ROOF PLAN

1/8" = 1'-0"

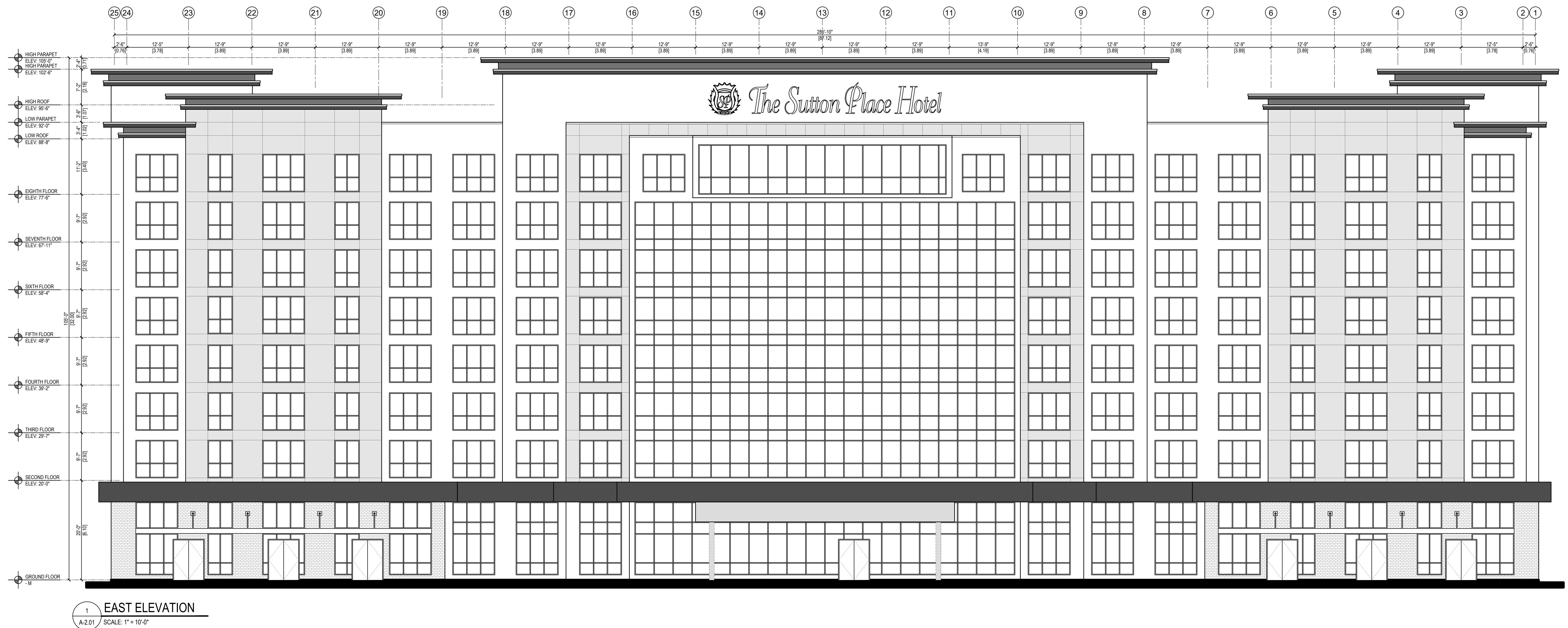
A-1.09



SEE A-1.02 SECOND FLOOR PLAN FOR  
LOWER ROOF DRAINAGE



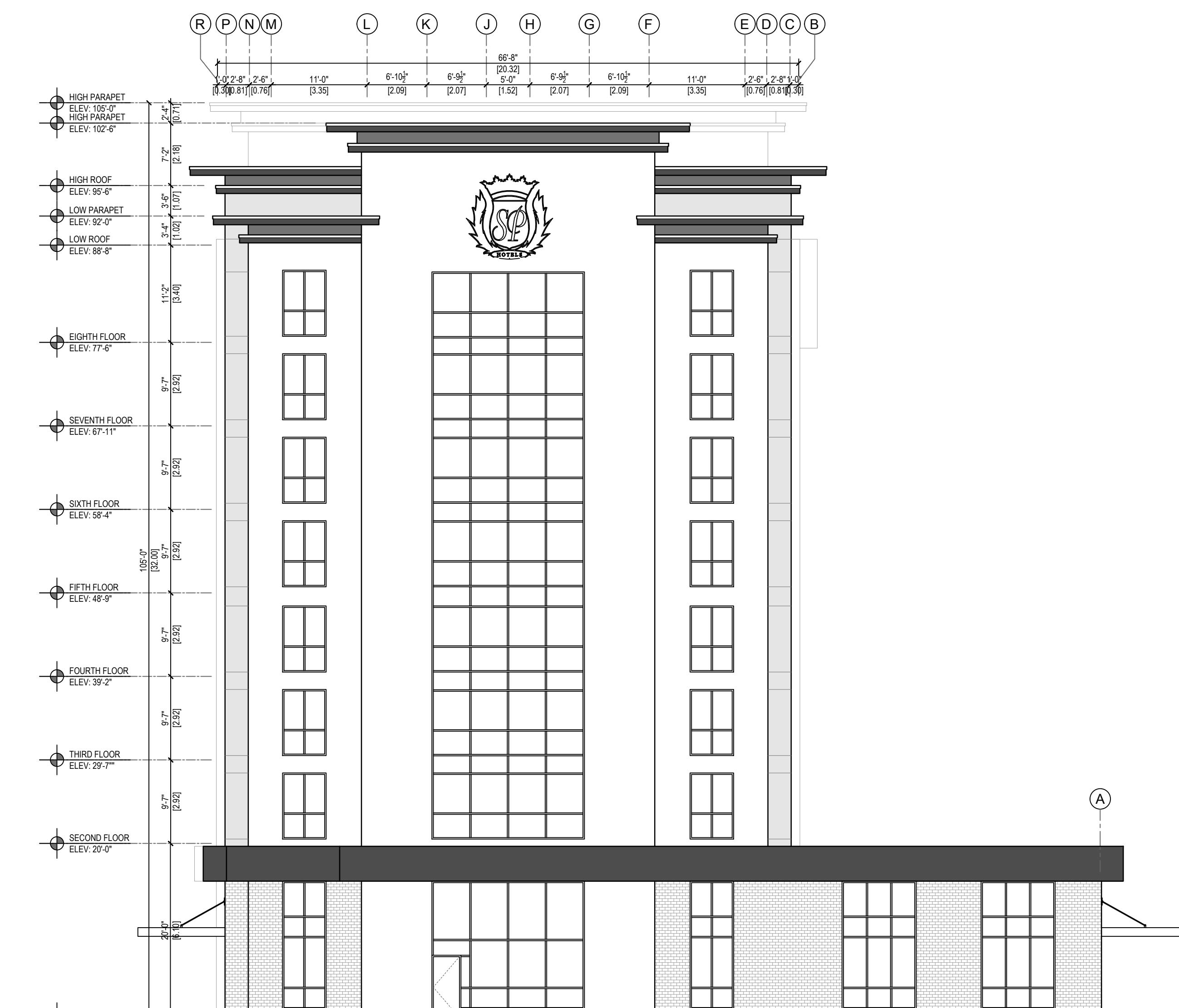
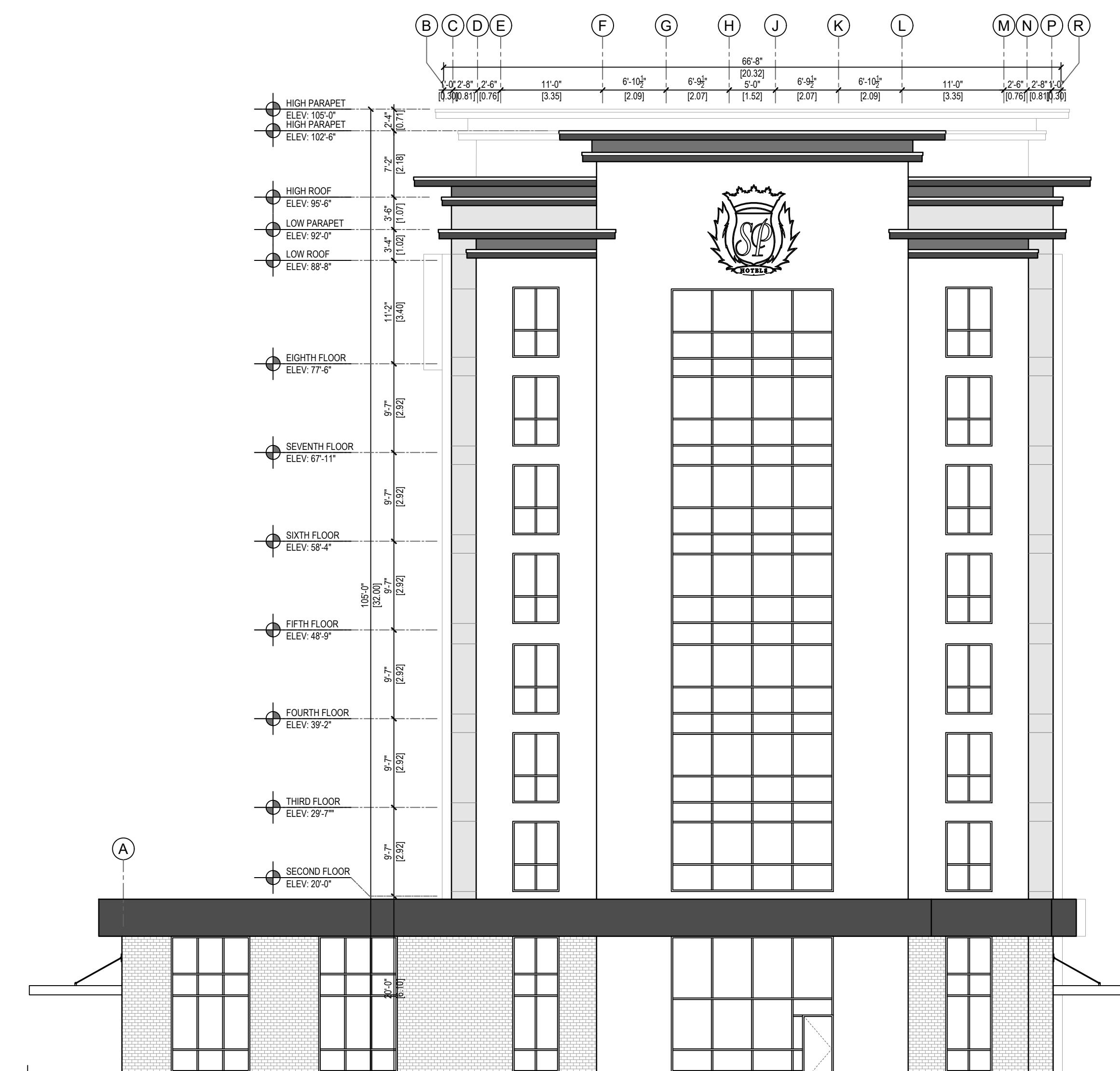
**NORTHLAND**  
PROPERTIES  
*We Proudly Build*



KELOWNA SUTTON EXTERIOR FINISHES	
H1	PAINTED HARDIPANELS C/W REVEALS 'PEARL GRAY'
H2	PAINTED HARDIPANELS C/W REVEALS 'AGED PEWTER'
H3	PAINTED HARDIPANELS C/W REVEALS 'RICH ESPRESSO'
H4	PAINTED HARDIPANELS C/W REVEALS BENJAMIN MOORE BLACK JACK 2133-20
H5	BRICK VENEER SYSTEM - RUNNING BOND COLOR: 'IRONSTONE' MD 2140
H6	CLEAR GLASS WINDOW IN BLACK ALUMINUM FRAME
H7	CLEAR GLAZED DOOR IN BLACK ALUM FRAME
H8	UP / DOWN LIGHT
H9	ILLUMINATED SIGNAGE - SEE A-2.04 FOR DETAILS
H10	A/C UNIT COVERS PAINTED TO MATCH SURROUNDING WALL
H11	PERFORATED LUX METAL WOOD PRINT SOFFIT COLOR 140601-716 LIGHT CHERRY'
H12	'LUX' METAL WOOD PRINT SIDING COLOR 140601-716 LIGHT CHERRY'
H13	NATURAL CONCRETE FINISH
H14	METAL CAP FLASHING PAINTED COLOR TO MATCH SURROUNDING WALL
F9	PAINTED METAL "C" CHANNEL AWNING COLOR: BENJAMIN MOORE BLACK JACK 2133-20
F10	GLASS GUARDRAIL
EAST ELEVATION	
1" = 10'-0"	
A-2.01	



**NORTHLAND**  
PROPERTIES  
*We Proudly Build*



#### KELOWNA SUTTON EXTERIOR FINISHES

- |       |  |
|-------|--|
| [H1]  | PAINTED HARDIPANELS C/W REVEALS<br>'PEARL GRAY'                              |
| [H2]  | PAINTED HARDIPANELS C/W REVEALS<br>'AGED PEWTER'                             |
| [H3]  | PAINTED HARDIPANELS C/W REVEALS<br>'RICH ESPRESSO'                           |
| [H4]  | PAINTED HARDIPANELS C/W REVEALS<br>BENJAMIN MOORE BLACK JACK 2133-20         |
| [H5]  | BRICK VENEER SYSTEM - RUNNING BOND<br>COLOR: 'IRONSTONE' MD 2140             |
| [H6]  | CLEAR GLASS WINDOW IN BLACK ALUMINUM FRAME                                   |
| [H7]  | CLEAR GLAZED DOOR IN BLACK ALUM FRAME  |
| [H8]  | UP / DOWN LIGHT  |
| [H9]  | ILLUMINATED SIGNAGE - SEE A-2.04 FOR DETAILS                                 |
| [H10] | A/C UNIT COVERS PAINTED TO MATCH<br>SURROUNDING WALL                         |
| [H11] | PERFORATED LUX METAL WOOD PRINT SOFFIT<br>COLOR 140601-716 LIGHT CHERRY'     |
| [H12] | 'LUX' METAL WOOD PRINT SIDING<br>COLOR 140601-716 LIGHT CHERRY'              |
| [H13] | NATURAL CONCRETE FINISH  |
| [H14] | METAL CAP FLASHING PAINTED COLOR<br>TO MATCH SURROUNDING WALL                |
| [F9]  | PAINTED METAL "C" CHANNEL AWNING<br>COLOR: BENJAMIN MOORE BLACK JACK 2133-20 |
| [F10] | GLASS GUARDRAIL  |

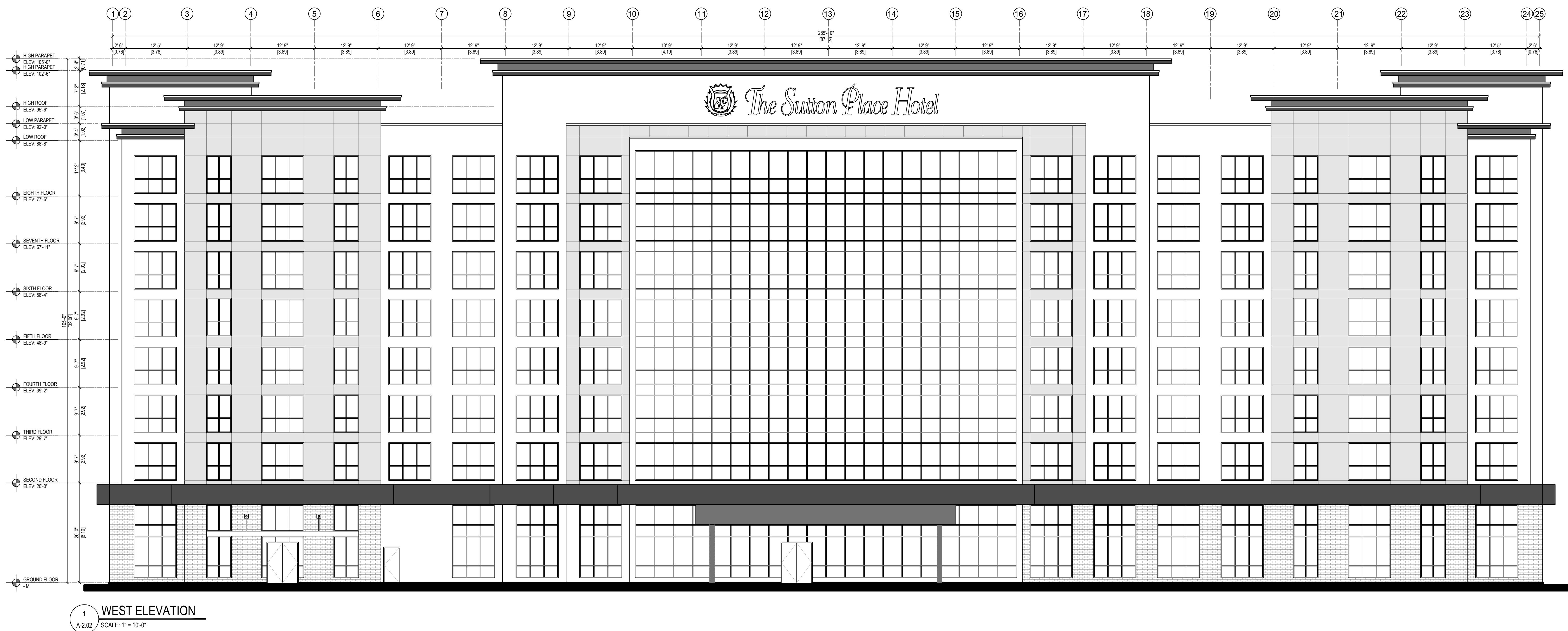
NORTH & SOUTH ELEVATIONS

1" = 10'-0"

**A-2.02**



**NORTHLAND**  
PROPERTIES  
*We Proudly Build*



KELOWNA SUTTON EXTERIOR FINISHES	
H1	PAINTED HARDIPANELS C/W REVEALS 'PEARL GRAY'
H2	PAINTED HARDIPANELS C/W REVEALS 'AGED PEWTER'
H3	PAINTED HARDIPANELS C/W REVEALS 'RICH ESPRESSO'
H4	PAINTED HARDIPANELS C/W REVEALS BENJAMIN MOORE BLACK JACK 2133-20
H5	BRICK VENEER SYSTEM - RUNNING BOND COLOR: 'IRONSTONE' MD 2140
H6	CLEAR GLASS WINDOW IN BLACK ALUMINUM FRAME
H7	CLEAR GLAZED DOOR IN BLACK ALUM FRAME
H8	UP / DOWN LIGHT
H9	ILLUMINATED SIGNAGE - SEE A-2.04 FOR DETAILS
H10	A/C UNIT COVERS PAINTED TO MATCH SURROUNDING WALL
H11	PERFORATED LUX METAL WOOD PRINT SOFFIT COLOR 140601-716 LIGHT CHERRY'
H12	'LUX' METAL WOOD PRINT SIDING COLOR 140601-716 LIGHT CHERRY'
H13	NATURAL CONCRETE FINISH
H14	METAL CAP FLASHING PAINTED COLOR TO MATCH SURROUNDING WALL
F9	PAINTED METAL "C" CHANNEL AWNING COLOR: BENJAMIN MOORE BLACK JACK 2133-20
F10	GLASS GUARDRAIL

WEST ELEVATION  
1" = 10'-0"  
A-2.03

## **SCHEDULE G**

### Servicing Specifications

Kelowna Sutton Place Mechanical Servicing

**Hotel Sublease Servicing Requirements**

<b>Required Sanitary Service Size</b>	<b>10" @ 2%</b>	<b>4,500</b>	<b>Max FU Load</b>		
<b>Domestic Water Service</b>	<b>4" ( 82 psi )</b>	<b>1,755</b>	<b>FU</b>	<b>300</b>	<b>GPM</b>
<b>Fire Service</b>	<b>8"</b>			<b>600</b>	<b>GPM</b>
<b>Required Storm Service Size</b>	<b>10" @ 1%</b>	<b>48,500</b>	<b>Max L Load</b>	<b>12,254.33</b>	<b>GPM</b>
<b>Total Gas Service</b>		<b>10,000</b>	<b>MBH</b>		<b>3,233 Litres Per Second</b>
<b>Electrical Service</b>		<b>1,750</b>	<b>Kw</b>	<b>600 V</b>	
<b>Cable/Telephone</b>	<b>2 X 4" conduits with pull strings</b>				

**Parkade Sublease Servicing Requirements**

<b>Required Sanitary Service Size</b>	<b>4" @ 2%</b>	<b>240</b>	<b>Max FU Load</b>	<b>120</b>	<b>GPM</b>
<b>Fire Service</b>	<b>6"</b>			<b>600</b>	<b>GPM</b>
<b>Required Domestic Service Size</b>	<b>2"</b>			<b>120</b>	<b>GPM</b>
<b>Maximum Water Load</b>	<b>6"</b>			<b>600</b>	<b>GPM</b>
<b>Required Storm Service Size</b>	<b>12" @ 1%</b>	<b>78,700</b>	<b>Max L Load</b>		
<b>Electrical Service</b>		<b>400</b>	<b>Kw</b>	<b>600 V</b>	
<b>Cable/Telephone</b>	<b>2 X 4" conduits with pull strings</b>				