

LUC 76-1088

DUNBAR RD

KIMBERLY RD

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PARKY RD

KIMBERLY RD

CITY OF KELOWNA

BY-LAW NO. 4194

A by-law to authorize the entering into of a Land Use Contract.

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

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Land Use Contract with Pritchard Holdings Limited, 1630 Ellis Street, Kelowna, B.C.

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

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Land Use Contract with Pritchard Holdings Limited, 1630 Ellis Street, Kelowna, B.C. in the form of Land Use Contract attached hereto and forming part of this By-Law.
2. His Worship the Mayor and the City Clerk are hereby authorized to sign the attached Land Use Contract as well as any conveyances, deeds, receipts and other documents in connection with the attached Land Use Contract and affix the corporate seal of the City of Kelowna to same.
3. This by-law may be cited for all purposes as the "Pritchard Holdings Limited Land Use Contract Authorization By-Law, 1976, No. 4194."

Read a first time by the Municipal Council this 21st day of December, 1976.

Considered at a public hearing on January 18, 1977.

Read a second time by the Municipal Council this 1st day of February, 1977.

Read a third time by the Municipal Council this 1st day of February, 1977.

Reconsidered /

DUNNORTH, TRUJANO, WALLEY  
& BERG  
BARRISTERS & SOLICITORS  
KAMLOOPS AGENT

Reconsidered, finally passed and adopted by a vote in favour thereof  
of at least two-thirds majority of the members of the Municipal Council  
present this 26 day of April, 1977.

John B. Day  
Acting Mayor  
[Signature]  
City Clerk

I hereby certify the foregoing to be a true  
copy of By-Law No. 4194 as passed by the  
Municipal Council of the City of Kelowna on  
the 26th day of April, 1977.

[Signature]  
Clerk of the Municipal Council of the City  
of Kelowna.

LAND USE CONTRACT

This Agreement made the 26<sup>th</sup> day of Apr 1978.

BETWEEN;

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

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

PRITCHARD HOLDINGS LIMITED  
(Incorporation No. 125972) a  
company duly incorporated under  
the laws of the Province of  
British Columbia, having its  
office at 1630 Ellis Street,  
Kelowna, British Columbia

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS as a result of the mass rezoning carried out in the City of Kelowna following the boundary extensions to the City of Kelowna the Land was zoned Rural Residential RR-1 Zone but the Council agreed to consider a Land Use Contract to permit the development of the property into a maximum of seventy (70) lots despite the provisions of the zone and so as to preserve the value of the property and to avoid imposing a hardship upon the Developer;

AND WHEREAS it is acknowledged that this Land Use Contract was agreed upon only because of the extraordinary situation arising out of the mass rezoning that Council of the Municipality deemed to injuriously affect the Developer unless this Contract was entered into;

AND WHEREAS Pritchard Holdings Limited is the registered owner in fee of an undivided interest in and to the Land and whose interest is subject to a mortgage in favour of Berenice Martha Bennett, Jean Elizabeth Morris and Wallace Cormack Bennet registered under number K1578 and a mortgage in favour of The Royal Bank of Canada registered under number K1579.

AND WHEREAS the Land has been designated a development area pursuant to Section 702A(2) of the Municipal Act;

AND WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the Municipal Act, enter into a Land Use Contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the Land Use Contract;

AND WHEREAS the Municipal Act requires that the Municipal Council consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a Land Use Contract;

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

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Sections 702(2) and 702A(1) of the Municipal Act, have agreed to the terms, conditions and considerations herein contained;

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

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

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this Agreement, until the Council held a public hearing in relation to this Agreement, and considered any opinions expressed at such hearing, and unless two-thirds of all of the members of the Council voted in favour of the Municipality entering into this Contract;

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

or  
1. The Developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Kelowna in the Province of British Columbia, and being more particularly known and described as:

*amended*  
*Held*

Lots 2,3,4,5,6 and 7  
Sections 17 and 20  
Township 23  
Osyoos Division  
Yale District  
Plan 17310

(herein called the "Land")

Consent

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

Development

3. The Land may be subdivided into a maximum of seventy (70) lots generally as shown on Schedules "A" and "B" annexed hereto, provided each lot and the entire subdivision meet all of the requirements of the Medical Health Officer and all by-laws and policies of the Municipality in effect as at the date of application for preliminary approval of such subdivision except as herein specifically provided. Should the Developer wish to develop the property by phases he shall first file with the Municipality a plan of the entire development and providing such entire development is given preliminary approval by the Municipality he may develop the proposed subdivision by phases provided each phase is in compliance with the approved plans of the entire proposed development and each phase meets the requirements of all the by-laws and policies of the Municipality except as herein specifically provided and all other lawful requirements.

Compliance

4. It is understood and agreed that any development of the Land done by the Developer shall be subject to and in compliance with the by-laws and regulations of the Municipality in effect as at the date of application for preliminary approval of any subdivision of the Land and that the only exception granted to any by-laws or policies of the Municipality by this Contract is the development of the Land into a maximum of seventy (70) lots as permitted in the immediately preceding section.

Construction

5. The Land shall be developed strictly in accordance with the construction requirements annexed hereto as Schedule "C".

Representation

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

Registration

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

DEDICATION

7A. ~~The Developer shall dedicate as highway Lots 3 and 5, Plan 17310 as shown on Schedule "A". The roadways constructed upon the lots shall be upgraded at the expense of the Developer to the standards set out in Schedule "C" hereto. Following dedication and construction to the standards set out in Schedule "C" these roadways will be maintained by the Municipality but only to that standard as is required for roads of a similar nature constructed out of general revenue funds.~~

PROSPECTUS

*[Handwritten initials]*

7B. The Developer shall insert in large bold type in the prospectus for the Land required by the Real Estate Act of the Province of British Columbia, the following statement, "Prospective purchasers of the lots in this subdivision are cautioned that this development is located in a rural area of the City of Kelowna, and that normal urban services, including but not restricted to sanitary sewage collection and treatment, public transportation, recreational services, upgrading of arterial roads, snow removal and street cleaning, cannot be expected."

Interpretation

8. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

Uses

9. For the purpose of determining the use of land, including the surface of water, buildings and structures within the Land and the regulation of the size, shape and siting of buildings and structures and the provision of off-street parking and other zoning regulations the Land shall be deemed to be zoned R-1 - Single Family Residential as described in the new City of Kelowna Zoning By-law, a copy of which regulations are annexed hereto as Schedule "D" and the Land shall be used and developed strictly in compliance with such regulations.

Incorporation

10. Schedule "D" hereinbefore referred to is hereby incorporated into and made a part of this Agreement.

Legal Fees

11. The Developer agrees to pay all of the legal costs incurred by the Municipality in the preparation of this Contract.

Binding

12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A public hearing on this Contract was held on the 18 day of January, 1976.

THIS AGREEMENT WAS APPROVED by the affirmative vote of at least two-thirds of all the members of the Council of the Municipality present at the meeting on the 26 day of April, 1976.

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

THE CORPORATE SEAL OF THE CITY OF KELOWNA was hereunto affixed in the presence of:

Acting-Mayor

[Signature]  
Clerk

THE CORPORATE SEAL OF PRITCHARD HOLDINGS LIMITED was hereunto affixed in the presence of its proper officers in that behalf:

[Signature]



LAND USE CONTRACT

Schedule of Persons Having a Registered Interest in the Land Whose Consents  
are Required.

<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>	<u>Nature of Charge</u>
Berenice Martha Benett ) Jean Elizabeth Morris ) Wallace Cormack Bennett )			Mortgage
The Royal Bank of Canada			Mortgage

CONSENT

KNOW ALL MEN by these presents that:

BERENICE MARTHA BENNETT, JEAN ELIZABETH MORRIS, WALLACE CORMACK BENNETT of  
C/O R.R. 1, Kelowna, British Columbia being

the holder of a charge by way of mortgage registered  
in the Land Registry Office at Kamloops under  
Number K1578 against all and singular that certain parcel or  
tract of land and premises being in the City of Kelowna  
in the Province of British Columbia and known and described as:

Lots 2,3,4,5,6 and 7  
Sections 17 and 20  
Township 23  
Osoyoos Division  
Yale District  
Plan 17310

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents  
to the registration of a Land Use Contract, made between the registered owner  
of the said Lands and the City of Kelowna dated  
the        day of March, 1976, against the aforementioned Lands in priority  
to the said charge in the same manner and to the same effect as if it had been  
dated and registered prior to the said charges.

SIGNED, SEALED AND DELIVERED)  
in the presence of:

Name: RS/Attn  
Address: 346 Harrison  
Avenue,  
Kelowna, B.C.  
Occupation: Solicitor  
(as for all three signatures)

B.M. Bennett  
BERENICE MARTHA BENNETT

Jean Elizabeth Morris  
JEAN ELIZABETH MORRIS

Wallace Cormack Bennett  
WALLACE CORMACK BENNETT

# Acknowledgment of Maker

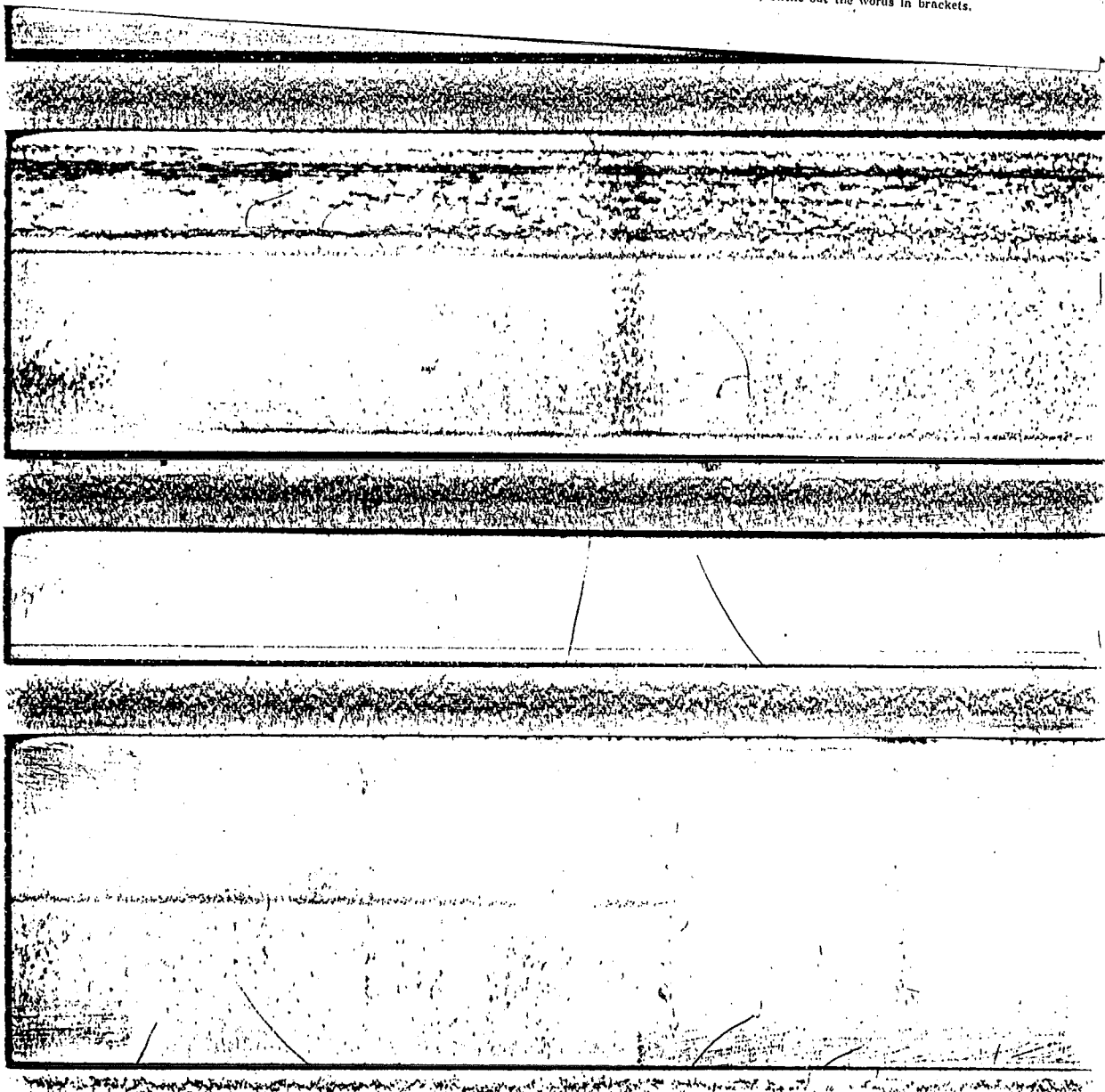
I HEREBY CERTIFY that, on the 13th day of April, 1977, at the City of Kelowna in the Province of British Columbia, BERENICE MARTHA BENNETT, JEAN ELIZABETH MORRIS and WALLACE CORMACK BENNETT, ~~whose identity has been proved by the evidence on oath of the aforesaid parties~~ (who are personally known to me, appeared before me and acknowledged to me that they/are the persons mentioned in the annexed instrument as the maker s thereof, and whose name s are subscribed thereto as part ies that they know the contents thereof, and that they executed the same voluntarily, and they/are that they know the of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Kelowna, British Columbia, this 15th day of April, in the Province of in the year of our Lord one thousand nine hundred and seventy-seven.

*Robert Stuart*

Robert Stuart Porter  
~~Notary Public in and for the Province of British Columbia~~  
 A Commissioner for taking affidavits within British Columbia.

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



CONSENT

KNOW ALL MEN by these presents that:

\_\_\_\_\_ THE ROYAL BANK OF CANADA \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_ being  
 the holder of a charge by way of \_\_\_\_\_ mortgage \_\_\_\_\_ registered  
 in the Land Registry Office at \_\_\_\_\_ Kamloops \_\_\_\_\_ under  
 Number K1579 \_\_\_\_\_ against all and singular that certain parcel or  
 tract of land and premises being in the \_\_\_\_\_ City of Kelowna \_\_\_\_\_  
 in the Province of British Columbia and known and described as:

Lots 2,3,4,5,6 and 7  
 Sections 17 and 20  
 Township 23  
 Osoyoos Division  
 Yale District  
 Plan 17310

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents  
 to the registration of a Land Use Contract, made between the registered owner  
 of the said Lands and the \_\_\_\_\_ City of Kelowna \_\_\_\_\_ dated  
 the \_\_\_\_\_ day of March, 1976, against the aforementioned Lands in priority  
 to the said charge in the same manner and to the same effect as if it had been  
 dated and registered prior to the said charges.

THE CORPORATE SEAL OF THE )  
 ROYAL BANK OF CANADA was )  
 hereunto affixed in the )  
 presence of its proper )  
 officers in that behalf: )

IN WITNESS WHEREOF THE ROYAL BANK OF CANADA has caused these presents to be signed by its  
 duly authorized attorneys in that behalf at Vancouver, British Columbia, this .....

..... 8th day of ..... March 9.....

77

SIGNED, SEALED AND DELIVERED  
 in the presence of::

.....  
 .....

THE ROYAL BANK OF CANADA  
 BY ITS DULY AUTHORIZED ATTORNEYS:

.....  
 .....

.. (Witness as to both signatures)

The Royal Bank of Canada and  
Pritchard Holdings Limited  
STATUTORY DECLARATION OF ATTORNEYS

We, Thomas Bernard Smith and Joseph Rene Denis Fontaine  
of the City of Vancouver in the Province of British Columbia,  
SEVERALLY DO SOLEMNLY DECLARE:

1. That we are the attorneys for The Royal Bank of Canada.
2. That we are the persons who subscribed the name of The Royal Bank of Canada in the annexed instrument as the maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of The Royal Bank of Canada and we had not received any notice or information of the bankruptcy or dissolution of The Royal Bank of Canada.
4. That we know the contents of the said instrument and subscribed the name of the said The Royal Bank of Canada thereto voluntarily as the free act and deed of the said The Royal Bank of Canada.

AND WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

SEVERALLY DECLARED before me at the City  
of Vancouver, in the Province of British Columbia,

this 8th day of March A.D. 1977.

M. W. Keenan  
A Commissioner for oaths & Notaries within British Columbia

[Signature]  
[Signature]

ET. VV. HULLER

CITY OF KELOWNA

BY-LAW NO. 4666-78

(Pritchard Holdings Ltd. Land Use Contract Modification Agreement  
Authorizing By-Law - LUC78-1024 - McKinley Landing)

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

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Land Use Contract with Pritchard Holdings Ltd, of 1630 Ellis Street, Kelowna, B.C.;

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

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Land Use Contract with Pritchard Holdings Ltd., 1630 Ellis Street, Kelowna, B.C., in the form of Land Use Contract attached hereto and forming part of this by-law.
2. His Worship the Mayor and the City Clerk are hereby authorized to sign the attached Land Use Contract as well as any conveyances, deeds, receipts, and other documents in connection with the attached Land Use Contract and affix the corporate Seal of the City of Kelowna to same.

Read a first time by the Municipal Council this 26th day of September, 1978.

Considered at Public Hearing on the 10th day of October, 1978.

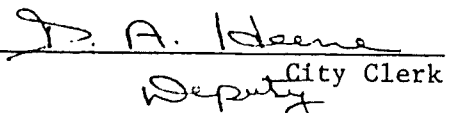
Read a second time by the Municipal Council this 10th day of October, 1978.

Read a third time by the Municipal Council this 10th day of October, 1978.

Reconsidered, finally passed and adopted by the Municipal Council of the City of Kelowna this 19th day of December, 1978.



Mayor



Deputy City Clerk

THIS AGREEMENT made the 23rd day of October , A.D., 1978.

BETWEEN:

CITY OF KELOWNA

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

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

PRITCHARD HOLDINGS LTD.

(Incorporation No. 125972)

a body corporate duly incorporated  
under the laws of the Province of  
British Columbia having its registered  
office at 1630 Ellis Street, in the  
City of Kelowna, Province of British  
Columbia

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of an estate in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Kelowna, in the Province of British Columbia and being more particularly known and described as:

Firstly:           Lot 7  
                      Sections 17 and 20  
                      Township 23  
                      Osoyoos Division Yale District  
                      Plan 17310

Secondly:          Lots 2, 4 and 6  
                      Section 17  
                      Township 23  
                      Osoyoos Division Yale District  
                      Plan 17310

(hereinafter called the "Land")

AND WHEREAS the Municipality and the Developer have entered into a land use contract respecting the Land which said Land Use Contract was registered in the Land Registry Office at the City of Kamloops, in the Province of British Columbia on the 17th day of May, A.D., 1977 under number M27805;

AND WHEREAS the Developer has applied to the Municipality for a modification of the Land Use Contract as hereinafter appearing;

AND WHEREAS the Municipality and the Developer mutually acknowledge and agree that the Council of the Municipality cannot enter into this Agreement for the modification of the said Land Use Contract until the Council has held a public hearing thereon in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such hearing and unless a majority of all of the members of Council present at the meeting and entitled to vote on the authorizing by-law, vote in favour of the Municipality entering into this Agreement for the modification of the said Land Use Contract;

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

1. The said Land Use Contract is amended and modified by deleting therefrom Schedule "C" thereof and by substituting therefor the Schedule attached hereto and marked Schedule "1" and forming a part hereof.
2. The Developer has obtained the consent of all persons holding any registered interest in the Land as set out in the Schedule of Consents set forth herein which consents are attached hereto.
3. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those contained in this Agreement and in the said Land Use Contract.
4. This Agreement shall have the force and effect of a restrictive covenant running with the Land and shall, when registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A(4) of the Municipal Act, be construed as an amendment and modification to the Land Use Contract hereinbefore described.
5. Wherever the singular or masculine is used herein the same shall be construed as meaning the plural, feminine or body corporate or politic where the parties so require.

DIA



6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

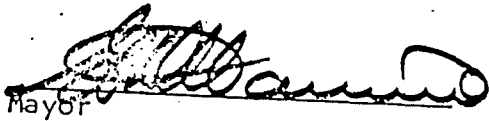
A public hearing on this Agreement was held on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1978.

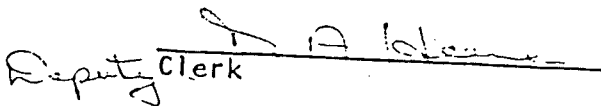
The terms of this Contract were approved by the Ministry of Highways and Public Works on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1978.

This Agreement was approved on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1978 by a majority vote of all the members of the Council present at the meeting at which the vote was taken and entitled to vote on the authorizing by-law.

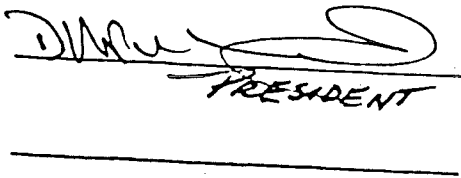
IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE CITY OF KELOWNA was hereunto affixed in the presence of:

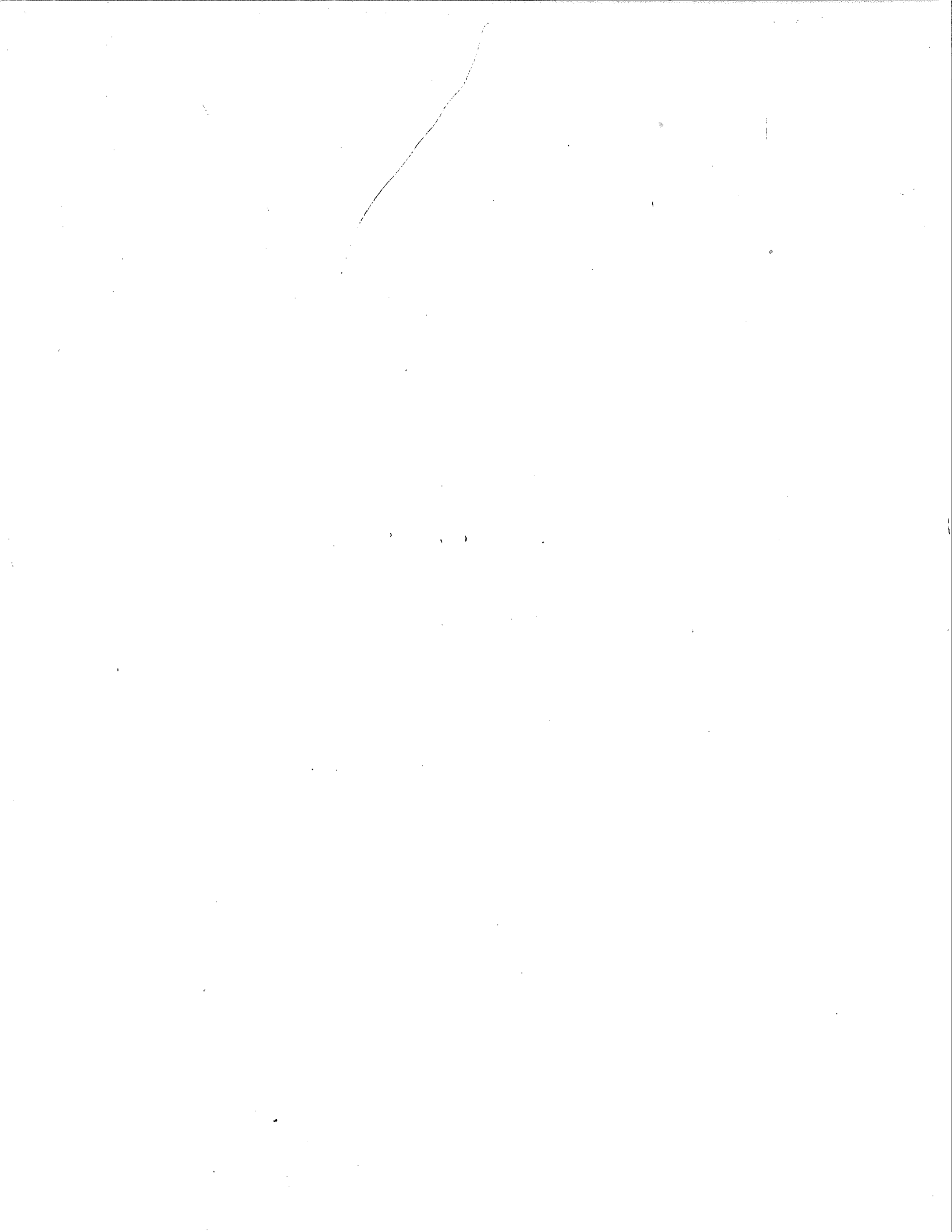
  
Mayor

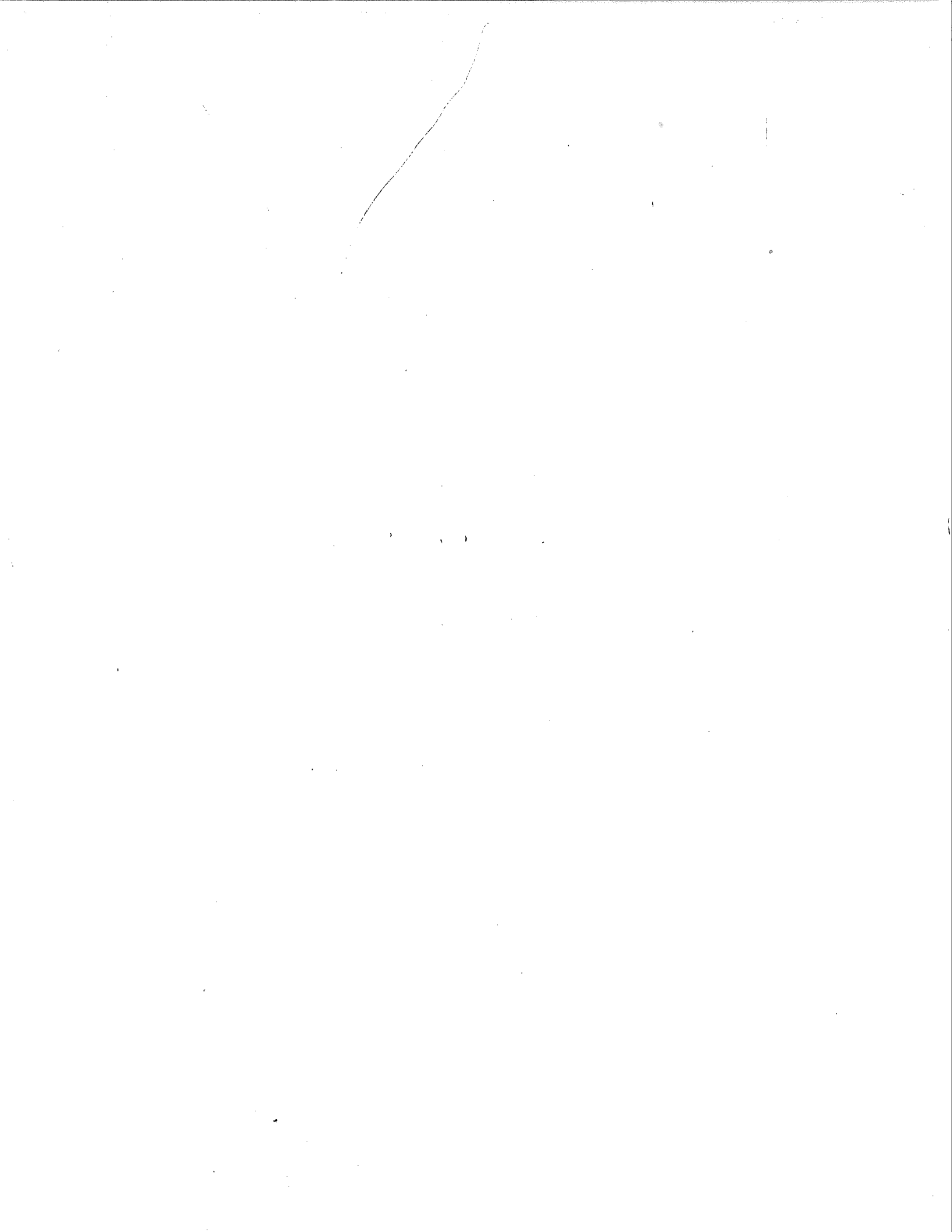
  
Deputy Clerk

THE CORPORATE SEAL OF PRITCHARD HOLDINGS LTD. was hereunto affixed in the presence of its proper officers in that behalf:

  
PRESIDENT

12/17/78





PARKS

FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

## Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 30th day of November, 19 78  
 at Kelowna,  
 Dudley Acheson Pritchard  
 oath of  
 appeared before me and acknowledged to me that he is the President  
 Pritchard Holdings Ltd.  
 who subscribed his name to the annexed instrument as *President*  
 Pritchard Holdings Ltd.  
 Pritchard Holdings Ltd.  
 to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to  
 the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of  
 British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,  
 at *Kelowna* in the Province of  
 British Columbia, this *30th* day of *November*  
 one thousand nine hundred and *Seventy-eight*

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

\*E-WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

CONSENT

KNOW ALL MEN by these presents that:

THE ROYAL BANK OF CANADA of  
510 Bernard Avenue, Kelowna, B.C. being  
the holders of a charge by way of mortgage registered  
in the Land Registry Office at Kamloops under  
Number L31952 against all and singular that certain parcel of  
tract of land and premises being in the City of Kelowna  
in the Province of British Columbia and known and described as:

Firstly: Lots 2, 3, 4, 5, and 6,  
Section 17  
Township 23  
Osoyoos Division Yale District  
Plan 17310

Secondly: Lot 7  
Section 17 and 20  
Township 23  
Osoyoos Division Yale District  
Plan 17310

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents  
to the registration of a Land Use Contract, made between the Registered Owner  
of the said Lands and the City of Kelowna dated the  
day of \_\_\_\_\_ 197 , against the aforementioned

Lands in priority to the said charge in the same manner and to the same effect  
as if it had been dated and registered prior to the said charges.

IN WITNESS WHEREOF The Royal Bank of Canada has caused these presents to be  
signed by its duly authorized attorneys in that behalf at Vancouver, B.C. this  
23rd day of October, 1978.

SIGNED, SEALED AND DELIVERED  
in the presence of:

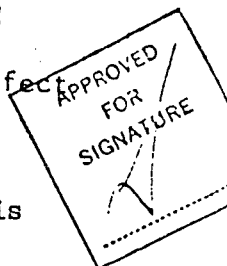
THE ROYAL BANK OF CANADA by its  
lawful attorneys:

*Doreen Ann Wymann*

DOREEN ANN WYMAN  
208 - 2275 OXFORD STREET

VANCOUVER, B.C.

SECRETARY



STATUTORY DECLARATION OF ATTORNEYS

We, Harvey Thomas Botham and Clive Roland Schindler  
of the City of Vancouver in the Province of British Columbia.

SEVERALLY DO SOLEMNLY DECLARE:

1. That we are the attorneys for The Royal Bank of Canada.
2. That we are the persons who subscribed the name of The Royal Bank of Canada in the annexed instrument as the maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of The Royal Bank of Canada and we had not received any notice or information of the bankruptcy or dissolution of The Royal Bank of Canada.
4. That we know the contents of the said instrument and subscribed the name of the said The Royal Bank of Canada thereto voluntarily as the free act and deed of the said The Royal Bank of Canada.

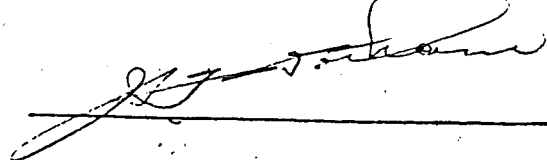
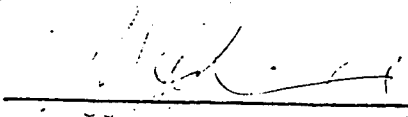
AND WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

SEVERALLY DECLARED before me at the City  
of Vancouver, in the Province of British Columbia,

this 23rd day of October A.D. 19 78.

  
A Commissioner for taking affidavits within British Columbia

H. W. HENSON

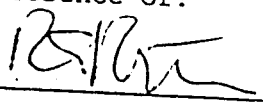
CONSENT


KNOW ALL MEN by these presents that:

WALLACE CORMACK BENNETT of  
Post Office Box 169, Kelowna, British Columbia being  
the holder of a charge by way of Mortgage registered  
in the Land Registry Office at Kamloops under  
Number K1578 against all and singular that certain parcel or  
tract of land and premises being in the City of Kelowna  
in the Province of British Columbia and known and described as:

Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7)  
Sections Seventeen (17) and Twenty (20),  
Township Twenty-three (23)  
Osoyoos Division Yale District  
Plan Seventeen Thousand Three Hundred and Ten (17310)

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents  
to the registration of a Land Use Contract, made between the registered owner  
of the said Lands and the City of Kelowna dated  
the 23rd day of October, 1978, against the aforementioned Lands in priority  
to the said charge in the same manner and to the same effect as if it had been  
dated and registered prior to the said charges.

SIGNED, SEALED AND DELIVERED  
in the presence of:  
  
Name F. S. POWER  
BARRISTER & SOLICITOR  
Address 346 Lawrence Avenue  
KELOWNA, B.C.  
Occupation \_\_\_\_\_

  
Wallace Cormack Bennett

# Acknowledgment of Maker

I HEREBY CERTIFY that, on the  
Kelowna

27<sup>th</sup>

day of November, 19 78, at  
in the Province of British Columbia

WALLACE CORMACK BENNETT

~~Oath of Ovi~~

before me and acknowledged to me that he is the person  
maker thereof, and whose name is subscribed thereto as party  
thereof, and that he has executed the same voluntarily, and

(whose identity has been proved by the evidence on ~~oath~~)  
, who is personally known to me, appeared  
mentioned in the annexed instrument as the  
that he know S the contents  
is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,  
at Kelowna in the Province of  
British Columbia, this 27<sup>th</sup> day of November 1978.

*Robert Stuart Porter*

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

ROBERT STUART PORTER

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



CONSENT

KNOW ALL MEN by these presents that:

BERENICE MARTHA BENNETT

of

Post Office Box 169, Kelowna, British Columbia

being

the holder of a charge by way of Mortgage registered

in the Land Registry Office at Kamloops under

Number K1578 against all and singular that certain parcel or

tract of land and premises being in the City of Kelowna

in the Province of British Columbia and known and described as:

Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7)  
Sections Seventeen (17) and Twenty (20)  
Township Twenty-three (23)  
Osoyoos Division Yale District  
Plan Seventeen Thousand Three Hundred and Ten (17310)

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents to the registration of a Land Use Contract, made between the registered owner of the said Lands and the City of Kelowna dated the 23rd day of October, 1978, against the aforementioned Lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

SIGNED, SEALED AND DELIVERED  
in the presence of:

R.S. [Signature]  
Name R. S. [Signature]  
BARRISTER & SOLICITOR  
Address 346 Lawrence Avenue  
KELOWNA, B.C.  
Occupation \_\_\_\_\_

[Signature]  
Berenice Martha Bennett

CONSENT

KNOW ALL MEN by these presents that:

JEAN ELIZABETH MORRIS

\_\_\_\_\_ of  
P.O. 169 KELLOWNA B.C. being  
the holder of a charge by way of MORTGAGE registered  
in the Land Registry Office at KAMLOOPS B.C. under  
Number K1578 against all and singular that certain parcel or  
tract of land and premises being in the CITY OF KELLOWNA B.C.  
in the Province of British Columbia and known and described as:

LOTS - 2, 3, 4, 5, 6, 7.

SECTION - 17 AND 20.

TOWNSHIP - 23.

OSOYOOS DIVISION YALE DISTRICT.

PLAN - 17310.

in consideration of the sum of One Dollar (\$1.00) hereby agrees and consents  
to the registration of a Land Use Contract, made between the registered owner  
of the said Lands and the CITY OF KELLOWNA B.C. dated  
the 23 day of OCT. 1978, against the aforementioned Lands in priority  
to the said charge in the same manner and to the same effect as if it had been  
dated and registered prior to the said charges.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Wayne Mullins

200-4545 KINGSWAY

BURNABY, B.C.

SOLICITOR

Jean Elizabeth Morris  
JEAN ELIZABETH MORRIS

This is Schedule "I" to a Land Use Contract Modification Agreement between City of Kelowna and Pritchard Holdings Ltd., dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1978.

MP

SCHEDULE "I"

CONSTRUCTION REQUIREMENTS

The quality of material and workmanship provided for all utilities and services shall be equivalent to City of Kelowna Standards and as approved by the City Engineer.

Construction requirements shall include:

BENNETT ROAD - from McKinley Road south, to the southerly boundary of the development and more particularly:

- (a) Reconstruct the Bennett Road-McKinley Road intersection.
- (b) Curb and gutter on both sides. (See note on page 3 hereof).
- (c) Twenty-eight foot (28') width hot mix asphaltic concrete. (See note below).
  - Forty-four foot (44') radius paved turnaround complete with an eighteen foot (18') radius traffic island at the south end.
  - ) Rough grade the boulevard.
  - ) Approved drainage facilities.
  - ) Fire protection (hydrants).
  - i) Underground wiring (power and communication).
  - i) Street lighting at the corner of Bennett Road and McKinley Landing Road, at the north corner of Lot 27, at the north corner of Lot 12, and at the end of the cul-de-sac on Bennett Road.
  - (j) Traffic control and street name signs.

NOTE: Bennett Road from McKinley Road, south to the intersection of Lot 5 and Bennett Road and more particularly:

eighteen foot (18') width of hot mix asphaltic concrete

The above eighteen foot (18') construction must be completed prior to November 15, 1978, and be bonded in the form of a Letter of Credit in the amount of Thirty-One Thousand Two Hundred and Fifty Dollars (\$31,250.00) before final reading of the By-Law.

MP

PALY ROAD - from Bennett Road in a southerly direction to the cul-de-sac and more particularly:

- (a) Curb and gutter on both sides.
- (b) Twenty-five foot (25') width hot mix asphaltic concrete.
- (c) Forty-four foot (44') radius paved turnaround complete with an eighteen foot (18') radius traffic island centered on the bulb.
- (d) Rough grade the boulevard areas.
- (e) Approved drainage facilities.
- (f) Domestic water system.
- (g) Fire protection (hydrants).
- (h) Underground wiring (power and communication).
- (i) Street lighting at the end of the cul-de-sac on Paly Road.
- (j) Traffic control and street name signs.

PRIVATE ACCESS ROAD - from the south end of Paly Road south for a distance of 600' ±.

- A) Eighteen foot (18') hot mix asphaltic concrete centered on a twenty-two foot (22') surface.
- B) Approved drainage facilities.
- C) Traffic control signs.

PRIVATE ACCESS ROAD - serving the southerly lots on the east side of Bennett Road.

- A) Eighteen foot (18') hot mix asphaltic concrete centered on a twenty-two foot (22') surface.
- B) Approved drainage facilities.
- C) Traffic control sign.

PRIVATE ACCESS ROAD - serving the northerly lots on the east side of Paly Road.

- A) Twelve foot (12') hot mix asphaltic concrete centered on a sixteen foot (16') surface.
- B) Approved drainage facilities.
- C) Traffic control sign.

WALKWAY - at the southerly end of Paly Road west to Bennett Road.

1667

- (a) Construct and pave a ten foot (10') width.
- (b) Traffic control sign "Walkway".

LOTS 3 AND 5, PLAN 17310 AS SHOWN ON SCHEDULE "A"

That Lots 3 and 5, Plan 17310, remain as private roads (with right of access for all abutting property owners), and that the road surfaces be paved to appropriate standards, as approved by the Director of Engineering, for this type of road.

1667

CURB AND GUTTER ON BOTH SIDES OF BENNETT ROAD

1667

The provision of curb and gutter on both sides of Bennett Road from the north property line of proposed Lot 1, south, to the termination point of Bennett Road will be accomplished by the Developer ~~petitioning the City for a Local Improvement By-Law. The Developer covenants and agrees to petition the City pursuant to Part XVI of the Municipal Act to have the works done by Local Improvement and such petition shall be sufficient pursuant to Section 592 of the Municipal Act and shall be delivered to the Clerk of the Municipality prior to the final adoption of this By-Law.~~ petitioning the City for a Local Improvement By-Law for the portion of the said works fronting the land and by paying for the construction of the curb and gutter on the west side of Bennett Road from the north property line of the proposed Lot 1 on the west side of Bennett Road north to a point opposite the north boundary of Lot 7, Plan 17310 within sixty (60) days of completion of work by the City.