

LUC 78-1024

~~SEE~~ LUC 76-1088
SEE →

BY-LAW NO. 4666

LAND USE CONTRACT
NO. 78-1024

NAME: PRITCHARD HOLDINGS LTD.

LOCATION: BENNETT RD. (MCKINDLEY)

AMENDMENTS:

BY-LAW/DP/DVP NO.	DATE	LEGAL	COMMENTS
BY-LAW 5083-80	80.11.03	N $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$	Sec 17, Twp. 23
SEE B/LAW 4194 (276-1088) FOR COMPLETE L.U.C.			
Lot 4	31701	23-17	

QUIT CLAIMS:

BY-LAW NO. DATE LEGAL COMMENTS

COMMENTS

4666 Amended 4194

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.

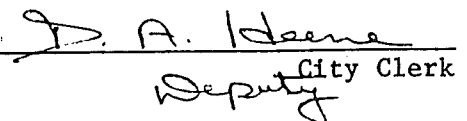
Read a second time by the Municipal Council this 10th day of October , 1978.

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")

DM

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.

DM

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.

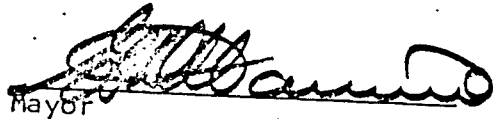
A public hearing on this Agreement was held on the _____ day of _____, A.D., 1978.

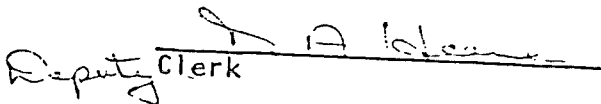
The terms of this Contract were approved by the Ministry of Highways and Public Works on the _____ day of _____, A.D., 1978.

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

PBRIK2

FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 30th day of November, 1978, at Kelowna, British Columbia, Dudley Acheson Pritchard (whose identity has been proved by the evidence on oath of [redacted], who is) personally known to me, appeared before me and acknowledged to me that he is the President of Pritchard Holdings Ltd. and that he is the person who subscribed his name to the annexed instrument as President of the said Pritchard Holdings Ltd. and affixed the seal of the 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

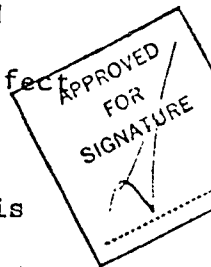
as if it had been dated and registered prior to the said charges.
IN WITNESS WHEREOF The Royal Bank of Canada has caused these presents to be
signed by its duly authorized attorneys in that behalf at Vancouver, B.C. this
23rd day of October, 1978.

SIGNED, SEALED AND DELIVERED
in the presence of:

Doreen A. Weyman
DOREEN ANN WYMAN
208 - 2275 OXFORD STREET
VANCOUVER, B.C.
SECRETARY

THE ROYAL BANK OF CANADA by its
lawful attorneys:

[Signature]



STATUTORY DECLARATION OF ATTORNEYS

We, Harvey Thomas Botham and Clive Roland Schindler

of the City of Vancouver in the Province of British Columbia,

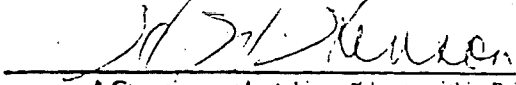
SEVERALLY DO SOLEMNLY DECLARE:

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.

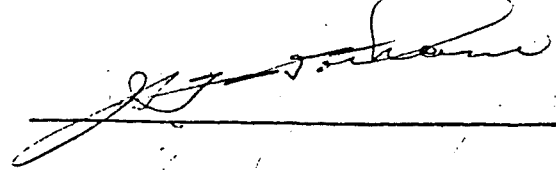
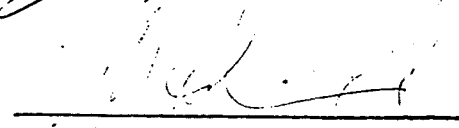
AND WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

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:

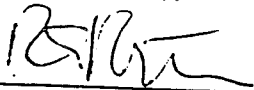
WALLACE CORMACK BENNETT of
Post Office Box 169, Kelowna, British Columbia being
the holder of a charge by way of Mortgage registered
in the Land Registry Office at Kamloops under
Number K1578 against all and singular that certain parcel or
tract of land and premises being in the City of Kelowna
in the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



R. S. FOWLER
BARRISTER & SOLICITOR
346 Lawrence Avenue
KELOWNA, B.C.

Address

Occupation


Wallace Cormack Bennett

CONSENT

KNOW ALL MEN by these presents that:

BERENICE MARTHA BENNETT

Post Office Box 169, Kelowna, British Columbia

of
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

R.S.P. [Signature]

R. S. P. [Signature]
BARRISTER & SOLICITOR
346 Lawrence Avenue
KELOWNA, B.C.

Address

Occupation

B.M. Bennett

Berenice Martha Bennett

Acknowledgment of Maker

I HEREBY CERTIFY that, on the
Kelowna

27th

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

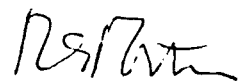
WALLACE CORMACK BENNETT

~~oath of Kev~~

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 27th day of November 1978.



~~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:

JEAN ELIZABETH MORRIS

_____ of
P.O. 169 KELOWNA 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 KELOWNA 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 KELOWNA 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

Acknowledgment of Maker

I HEREBY CERTIFY that, on the 28th day of NOVEMBER, 19 78, at ~~Kelowna~~ BURNABY, in the Province of British Columbia

JEAN ELIZABETH MORRIS

~~(whose identity has been proved by the evidence on oath of~~
before me and acknowledged to me that she is the person ~~mentioned in the annexed instrument as the~~
maker thereof, and whose name is subscribed thereto as party that she knows the contents
thereof, and that she has executed the same voluntarily, and is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at ~~Kelowna~~ BURNABY in the Province of
British Columbia, this 28th day of NOVEMBER 1978.

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

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

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

12/2

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).
- (d) Forty-four foot (44') radius paved turnaround complete with an eighteen foot (18') radius traffic island at the south end.
- (e) Rough grade the boulevard.
- (f) Approved drainage facilities.
- (g) Fire protection (hydrants).
- (h) 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.

12/2

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.

11/17

- (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.

11/17

CURB AND GUTTER ON BOTH SIDES OF BENNETT ROAD

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.

11/17

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.

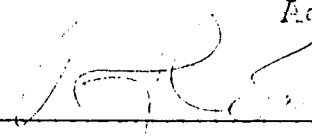
Read a second time by the Municipal Council this 1st day of February, 1977.

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

Reconsidered /

Edi B. King

Acting Mayor



City Clerk

(LUC-76-1088)

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 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:

ner 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:

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".

Represent-
tation

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

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."

Suits Allowed

Interpretation
Uses

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.

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 _____ day of _____, 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 _____ day of _____, 1976.

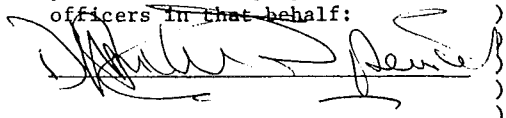
IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

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

Mayor

Clerk

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



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:

_____ 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 19..... 77

SIGNED, SEALED AND DELIVERED
 in the presence of:

..... *V. E. Carter*

.....

THE ROYAL BANK OF CANADA
 by its lawfully authorized attorneys:

[Handwritten Signature]

..... (Witness as to both signatures)

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/WM

Address: 346 Lawrence
Avenue,
Kelowna, B.C.

Occupation: Solicitor
(as to 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

SERENICE MARTHA BENNETT, JEAN ELIZABETH MORRIS and

WALLACE CORMACK BENNETT, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ *key*

oath of the aforesaid parties ~~they/are~~ (whose identity has been proved by the evidence on ~~the~~), who is personally known to me, appeared before me and acknowledged to me that ~~they/are~~ the person ~~s~~ 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~~ 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, in the Province of British Columbia, this April, day of ~~April~~, seventy-seven. in the year of our Lord one thousand nine hundred and

Robert Stuart Potter ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~A 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.

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. 19 77.

[Signature]
A Commissioner for taking Affidavits within British Columbia

[Signature]
[Signature]

APPEAL NO.: 44

PUBLIC HEARING
TO BY-LAW 4500: January 14, 1976

LEGAL: Lots 2, 3, 4, 5,6 & 7, Sec. 17, Tp. 23 O.D.Y.D.
Plan 17310

APPLICANT: Lupton Agencies
(Pritchard Holdings Limited)

LOCATION: McKinley Landing

Appeal # 44

Lupton Agencies - Pritchard Holdings Ltd.

Draft Land Use Contract drawn up
by J. Galt Wilson.

To date - no separate L. U. C. file
started.

Add Schedule of Construction
requirements

~~the~~ off site

Appeal # 47

Suite 1, 246 Lawrence Avenue
Kelowna, B.C. V1Y 6L3

In Account With

J. GALT WILSON
Barrister & Solicitor

April 5, 1976

City of Kelowna
City Hall
1435 Water Street
Kelowna, B.C.

0114 - City of Kelowna - Land Use Contracts

TO ALL PROFESSIONAL SERVICES
RENDERED, to date, including:

APR 9 1976

to check searches, Skogland, Pritchard Holdings, Blackmore & McConachie, Lombardy Developments, Vintage Management

to work on Contracts

to telephone call from Lupton Agencies

to work on Skoglund Contract

to work on Lombardy Developments Contract, etc.

to search re R & E and Wrexham Holdings

to drafting of Contracts

to work on R & E Enterprises Contract

to work on Clairex Holdings and Wrexham Holdings Contracts

TO OUR FEES HEREIN

\$704.00

Disbursements:

to payment of 12 searches to Chertkow, Thomas et al

to photocopying

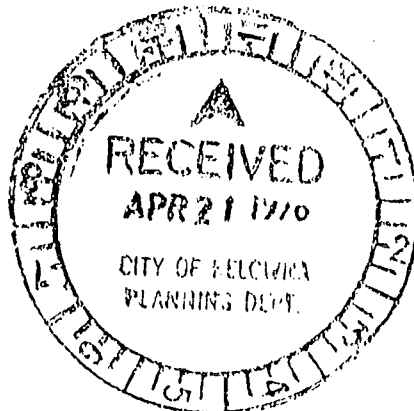
\$132.00

25.60

TO OUR ACCOUNT

[Handwritten signature]

\$861.60



*Approved - Apr. 20/76
CP 3-76*

March 30, 1976.

Lupton Agencies Limited,
6 Shops Capri,
Kelowna, B.C.

Attention: Mr.D.G. McConachie, Pres.

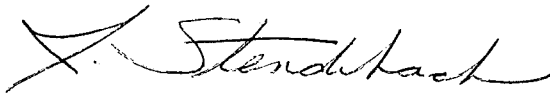
Dear Sirs:

Re: Appeal #44 - Pritchard Holdings Ltd., Lots 2,3,4,5,6 & 7, Plan 17310

With regard to your appeal concerning the above noted property, please be advised that a land use contract, together with a number of other land use contracts recommended by Council in the appeal procedure, will be prepared immediately following the adoption of the new City of Kelowna Zoning By-law. This By-law has been prepared by this department and will be presented to Council within the next seven days.

The adoption procedure for the new Zoning By-law is expected to take from 30 to 60 days. Please note that this By-law is a necessary legal prerequisite to the adoption of any of the land use contracts considered under the appeal procedure due to the fact that the declaration of a development area must precede a land use contract in accordance with Section 702A of the Municipal Act.

Yours truly,



J. Stendebach,
City Planner.

JS:el

6 Shops Capri / Kelowna / British Columbia / Canada / VIY 3H4 / (604) 762-4400

March 25, 1976

City Planner
City of Kelowna
1435 Water Street
Kelowna, B.C.



Dear Sir:

Land Use Contract
City of Kelowna and Pritchard Holdings Ltd.

On behalf of our above-noted client, we have reviewed the drafted Land Use Contract provided us by your office. We would suggest the following changes:

1. Removal of the following clause from the preamble to the contract on Page 2:-

"And whereas, if the land is within a radius of 1/2 mile of the intersection of a Controlled Access Highway and another highway, the approval of the Minister of Highways to the terms thereof must be obtained;"

As the lands contained in this contract are not within a 1/2-mile radius of a Controlled Access Highway, the approval of the Minister of Highways is not required, and we believe to leave this section in the Land Use Contract may cause some problems at the time of public hearing and/or processing through the Clerk's Department. Should you not agree to the removal of this section, kindly ensure that the City Clerk is advised that the Minister of Highways does not have to approve of this Land Use Contract.

City Planner
Page 2
March 25, 1976

2. Removal of "Lots 3 and 5" from the legal description contained in Paragraph 1, on Pages 2 and 3 referred to therein as the "Land".

Neither of these two lots are included within the red outline on the subdivision plans creating the proposed development. It is suggested that prints of the two relevant subdivision plans be annexed to the contract as Schedule "A".

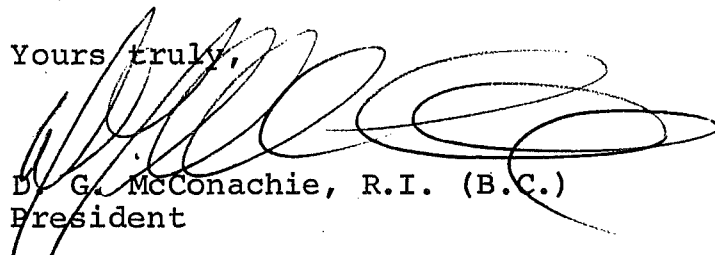
3. Substitution of the following paragraph in place of Paragraph 3 of Page 3:-

"The Land may be subdivided strictly in accordance with the plans annexed hereto as Schedule "A" 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 approval of the subdivision except as herein specifically provided."

In addition to the foregoing changes, we would appreciate the opportunity of reviewing the proposed R-1 (Single-Family Residential) zone which as mentioned in Paragraph 4, Page 3, is to become Schedule "B" of the Contract.

Your continued assistance in ensuring the earliest possible completion and registration of this Land Use Contract would be appreciated, and in this regard, we would appreciate receiving from you some estimate as to the time requirements to achieve registration from this date.

Yours truly,



D. G. McConachie, R.I. (B.C.)
President

LUPTON AGENCIES LTD.

DGMC:kpr

C.C. Pritchard Holdings Ltd.

CITY OF KELOWNA

March 12, 1976.

CP3-76

Mr. J.T.F. Horn,
City Solicitor,
Weddell, Horn, Jabour & Pearce,
Barristers & Solicitors,
1450 Pandosy St.,
Kelowna, B.C.

Dear Sir:

Re: Items forwarded to J. Galt Wilson within the last 30 days

Please be advised that the following five Land Use Contracts were originally forwarded to J. Galt Wilson through the City Solicitor, J.T.F. Horn as per instructions to the City Planner from the City Administrator dated February 7, 1976, a copy of which is attached.

1. Timberline Development re Lombardy Developments Ltd.
2. McKinley Landing Development of Pritchard Holdings Ltd.
3. Fairfield Park Property being a development by Skoglund Holdings Ltd.
4. Fairfield Park Property being developed by B.&M. Holdings.
5. Fairfield Park Property being developed by Vintage Management Ltd.

In addition to these five items, the Zoning By-law and two Land Use Contracts which you are already aware of were forwarded to J. Galt Wilson on instructions of the City Administrator.

These are the only items which the Planning Department has forwarded to J. Galt Wilson and it is my understanding that all items from March 8th forward will be directed to yourself as City Solicitor.

If you have any further questions regarding these matters, please feel free to contact me.

Yours truly,

Original Signed by
J. STENDEBACH
J. Stendebach,
City Planner.

JS:el

DAY FILE

PHONE (604) 763-4108
Res. (604) 762-7543

J. GALT WILSON
Barrister & Solicitor

Suite 1, 246 Lawrence Avenue
Kelowna, B.C. V1Y 6L3

Your File No.:

Our File No.: 0114

March 9, 1976

City of Kelowna
City Hall
1435 Water Street
Kelowna, B.C.



Attention: J. Stendebach

Dear Sirs:

Re: Land Use Contracts - Skoglund Enterprises Ltd.
Pritchard Holdings Limited, Donald McConachie
and John Blackmore, Vintage Management Ltd.,
Lombardy Developments Ltd.

Please find enclosed proposed Land Use Contracts for your approval.

If the contracts meet with your approval please pass them on to the Developers for their approval and signatures.

Yours truly,



J. GALT WILSON

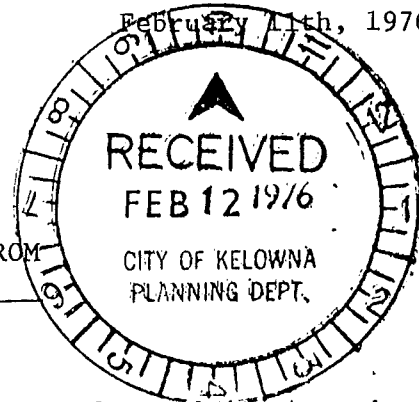
JGW:eal
Encls.

These should be placed in Apprao files

CITY OF KELOWNA

MEMORANDUM

February 11th, 1976.



TO: City Planner.
FROM: City Administrator.
SUBJECT: VARIOUS MATTERS OF CORRESPONDENCE ARISING FROM THE ZONING BOARD OF APPEAL MEETINGS.

I am referring the following planning matters to you from Lupton Agencies Ltd. addressed to myself with instructions that they be processed through City Solicitor J.T.F. Horn to J. Galt Wilson for the purpose of drawing the respective Land Use Contracts in connection with the various development proposals:

1. Letter dated January 20th, 1976 in connection with "Timberline Development" re Lombardy Developments Ltd.
2. Letter dated January 21st, 1976 in connection with the "McKinley Landing Development" of Pritchard Holdings Ltd.
3. Letter dated January 22nd, 1976 in connection with "Fairfield Park Property" being a development by Skoglund Holdings Ltd.
4. Letter dated January 22nd, 1976 in connection with a development by B. & M. Holdings under the title of "Fairfield Park Property".
5. Letter dated January 22nd, 1976 in connection with a development by Vintage Management Ltd. under the title of "Fairfield Park Property".

When you refer these matters to Galt Wilson through the City Solicitor I would request that a meeting be held with yourself, Mr. Don McConachie and Galt Wilson in the first instance in order to discuss the ramifications of the terms and conditions of each specific Land Use Contract.

By way of a copy of this memorandum I am advising Don McConachie of Lupton Agencies Ltd. of this course of action in order that he will be aware of the fact that he will be given an opportunity to be involved in the details of the subject documents at the outset.

DB Herbert.
D.B. Herbert,
City Administrator.

DBH/rc
Encl.

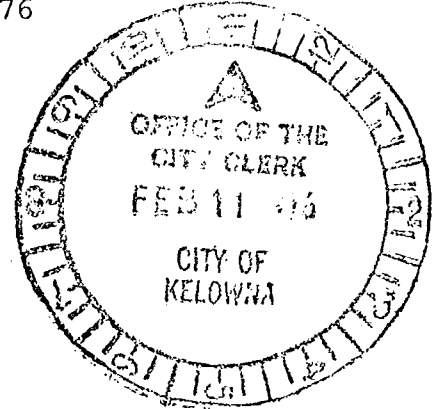
c.c. Mr. D.G. McConachie,
Lupton Agencies Ltd.,
6 Shops Capri,
Kelowna, B.C.
V1Y 3H4

**LUPTON
AGENCIES
LTD.**

6 Shops Capri / Kelowna / British Columbia / Canada / Y.Y. 3 PLANNING DEPT 7624400



February 10, 1976



City of Kelowna
1435 Water Street
Kelowna, B.C.

Attn: City Clerk

Dear Sir:

Pritchard Holdings Ltd. versus City of Kelowna
Application to Quash Blanket Rezoning By-Laws
Your File CC2-76

I enclose herein a photostatic copy of letter of January 22, 1976 from City Planner to Weddell & Company, Solicitors for the City of Kelowna relative to the above caption.

I am pleased to advise that as a result of the intentions of the City of Kelowna to allow the development as proposed, our clients, for the time being, have withdrawn their action against the City of Kelowna.

I trust that the required Land Use Contract and other approvals may be obtained at the earliest possible date, due to the considerable financial strain presently being placed upon our client, and our sincere desire to complete the project in a manner acceptable to our client and the City of Kelowna.

Yours truly,

D. G. McConachie, R.I. (B.C.)
President

LUPTON AGENCIES LTD.

Agents for Pritchard Holdings Ltd.

11 Feb 76

PHOTOCOPY TO:	
Council	
City	
City Clerk	
City Engineer	
City Planner	
City Solicitor	
FROM: [Signature]	

← Are you maintaining the
land use contract
← Has the City Clerk
approved (initials)

DGMC:kpr

C.C. Pritchard Holdings Ltd.



CITY OF KELOWNA

763-6011

CITY HALL, 1435 WATER ST., KELOWNA, B.C.

January 22nd, 1976.

Weddell & Co.,
Barristers & Solicitors,
#103 - 1460 Pandosy Street,
KELOWNA, B.C.

Attention: Mr. J.T.E. Horn, City Solicitor

Dear Sir:

Re: Pritchard Holdings Ltd.,
Applications to quash Blanket Rezoning By-Laws.
File CCL-76.

Please be advised that the Zoning Board of Appeal dealt with the appeal of Pritchard Holdings Ltd. on Lots 2,3,4,5,6, Plan 17310, OBYD, and Lot 7, Plan 17310 on January 14th, 1976, and the following resolution was passed:

"THAT a by-law be prepared to rezone the properties to proposed Rural Residential RR-1 zone;

AND THAT a Land Use Contract be negotiated to permit development of the property and establish a maximum of seventy (70) lots."

It should be noted that the Rural Residential RR-1 zone allows one-half acre minimum parcel size. It should be further noted that the seventy residential lots exceeds the half-acre parcel size and in fact, allows the plan as proposed by the developer. I would suggest that Council's recommendations regarding the appeal against the Blanket Rezoning by Pritchard Holdings Ltd. would negate any adverse effects on Pritchard Holdings Ltd. arising from the passage of the Blanket Rezoning By-Laws.

Yours very truly,

J.M. Stendebach,
City Planner.

JMS:st

**LUPTON
AGENCIES
LTD.**

6 Shops Capri / Kelowna / British Columbia / Canada / VIY 3H4 / (604) 762-4400

January 21, 1976

City of Kelowna
1435 Water Street
Kelowna, B.C.

Attn: D. B. Herbert, Administrator

Dear Sir:

Zoning Board of Appeal
"McKinley Landing Development"
Pritchard Holdings Ltd.
Land Use Contract

Lots 2, 3, 4, 5, 6 and 7, Plan 17310, O.D.Y.D.

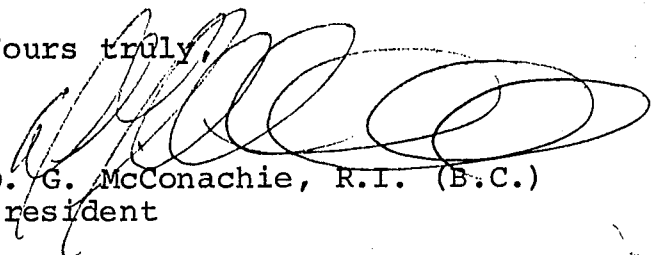
With reference to our telephone conversation January 19, 1976, and further to the Zoning Board of Appeal meeting of January 14, 1976, it would be appreciated if you would ensure the immediate preparation of a Land Use Contract as agreed in principle by Council on January 14, 1976. In this regard, you may recall that Council agreed to a simple Land Use Contract, allowing development in conformity with the proposed "RR-1 (Rural Residential) Zone", with the exception that the Land Use Contract would allow for a density of up to 70 lots, providing the developer can meet all other legal requirements of the City of Kelowna.

Prior to a detailed Land Use Contract being prepared, we'd appreciate the opportunity of meeting with you to discuss any matters that may need to be resolved between the City and our clients. As was made aware to Council at the January 14th meeting,

City of Kelowna
Page 2
January 21, 1976

interest and carrying costs on this particular development exceed \$1,000 per week, and as we have been waiting for a response from the Approving Officer since October 22, 1974, your earliest attention to this matter would be appreciated.

Yours truly,



D. G. McConachie, R.I. (B.C.)
President

LUPTON AGENCIES LTD.

DGMC:kpr

C.C. Pritchard Holdings Ltd.



CITY OF KELOWNA

762-2212

CITY HALL, 1435 WATER ST., KELOWNA, B.C.

December 15th, 1975.

Lupton Agencies Limited,
6 Shops Capri,
KELOWNA, B.C.

Atten: Mr. D.G. McConachie, Pres.

Dear Sir:

Re: Zoning Board of Appeal,
Pritchard Holdings Ltd.,
Lots 2,3,4,5,6,7, Plan 17310.

This is to advise that your appeal against the City of Kelowna's blanket rezoning as it affects the above property, will be heard by the Zoning Board of Appeal at its Hearing on January 8th, 1976, at 3 p.m. in the Council Chambers, 1354 Water Street, Kelowna, B.C.

Yours very truly,

D.A. Heene

D.A. Heene (Mrs.)
Deputy City Clerk.

DAH:st

c.c. City Planner

**LUPTON
AGENCIES
LTD.**

44

350
39

6 Shops Capri / Kelowna / British Columbia / Canada / V1Y 3H4 / (604) 762-4400

September 12, 1975

McKinley Landings?
outside of Urban defini-
area but may be
logical infilling
Site inspect

His Worship the Mayor
and Council
City of Kelowna
1435 Water Street
Kelowna, B.C.

Your Worship and Council:

Proposed By-Law No. 3928

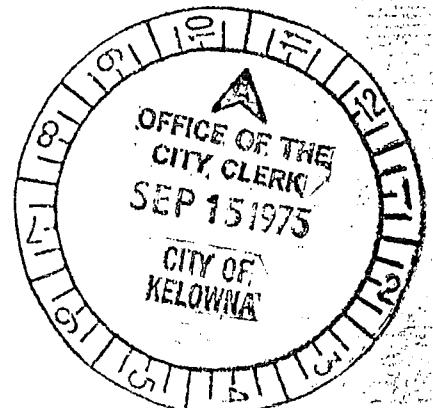
Further to our letters of August 7th and 26th, 1975 submitted on behalf of our client, Pritchard Holdings Limited, we outline below, for members of Council, a brief history of the time delays encountered to date in obtaining approval for this development.

October 22, 1974 - Application was made to the Approving Officer for Preliminary Lay-out Approval. No correspondence has as yet been received.

In view of the delays encountered to date, we would again request that these lands legally described below be excluded from the proposed rezoning:

- Lots 2, 3, 4, 5 and 6, Section 17, Township 23, O.D.Y.D., Plan 17310; and
- Lot 7, Sections 17 and 20, Township 23, O.D.Y.D., Plan 17310.

opposed



His Worship the Mayor
and Council

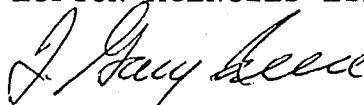
Page 2

September 12, 1975

As previously mentioned, we would have no objection to these lands being rezoned "Residential-1" which would permit continuing development of residential lots in this existing residential development area.

Yours very truly,

LUPTON AGENCIES LTD.



for D. G. McConachie
President

Agents for Pritchard Holdings Ltd.

DGMC:kpr

6 Shops Capri / Kelowna / British Columbia / Canada / V1Y 3H4 / (604) 762-4400

August 7, 1975

No

His Worship
Mayor and Aldermen
City of Kelowna
1435 Water Street
Kelowna, B. C.

Your Worship and Council:

Proposed Bylaw No. 3938

On behalf of our clients, Pritchard Holdings Ltd., please accept this letter as an objection to the above noted Bylaw as it will effect the following properties in our "McKinley Landing" development as shown on the enclosed map:

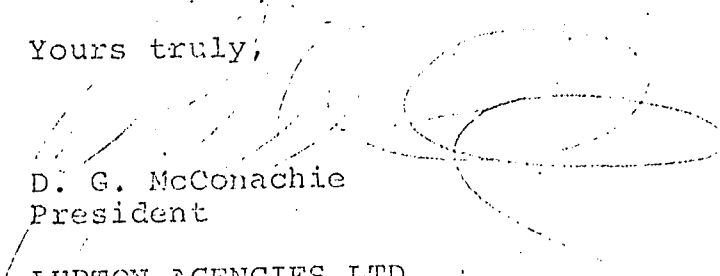
- Lots 2, 3, 4, 5, and 6, Section 17,
Township 23, O.D.Y.D., Plan 17310
- Lot 7, Sections 17 and 20, Township
23, O.D.Y.D., Plan 17310.

We would request that the above noted legal descriptions not be included in your rezoning as to do so will further delay the development of residential lots in a continuing development.

His Worshi^t
Page 2
August 7, 1975

As you are no doubt aware, these lands were purchased for residential development and we are concerned that the rezoning of this property to City of Kelowna "R" Rural zoning as proposed, will further delay the development of additional stages, which at this time, are in process with your approving authorities. We would have no objection to these lands being rezoned "Residential-1" which would permit continuing development of residential lots in this existing residential development.

Yours truly,



D. G. McConachie
President

LUPTON AGENCIES LTD.

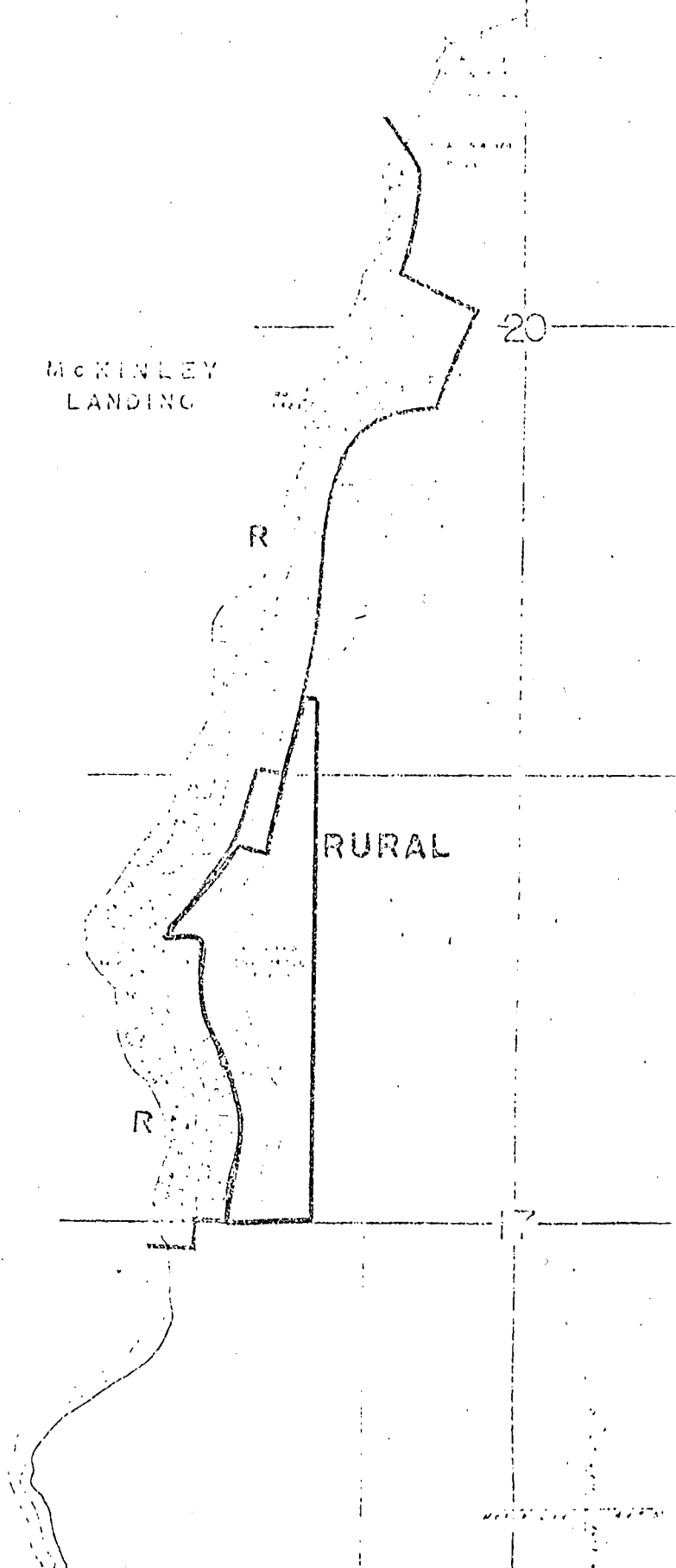
Agents for Pritchard Holdings Ltd.

DGMC:cmp

CC: Pritchard Holdings Ltd.

O K A N A G A N

L A K E



August 26, 1975

His Worship
Mayor and Aldermen
City of Kelowna
1435 Water Street
Kelowna, B.C.

Your Worship and Council:

Proposed Bylaw No. 3938

Further to our letter of August 7, 1975 submitted on behalf of our client, Pritchard Holdings Ltd., you will recall the original Public Hearing of that date was adjourned to this evening in order that Council may consider the comments made by those in attendance and those submitting letters in response to the proposed Bylaw.


In this regard, we would appreciate being advised as to Council's decision regarding our specific request to have the following lands zoned to "Residential-1" rather than the proposed "R" Rural zoning. For your information, the legal descriptions of the properties involved in this request were as follows:

- Lots 2, 3, 4, 5 and 6, Section 17, Township 23, O.D.Y.D., Plan 17310;
- Lot 7, Sections 17 and 20, Township 23, O.D.Y.D., Plan 17310.

His Worship
Page 2
August 26, 1975

We trust Council's decision with regard to this specific request can be made public to us prior to the close of this Public Hearing.

Yours truly,



D. G. McConachie
President

LUPTON AGENCIES LTD.

Agents for: Pritchard Holdings Ltd.

DGMC:kpr

C.C. Pritchard Holdings Ltd.