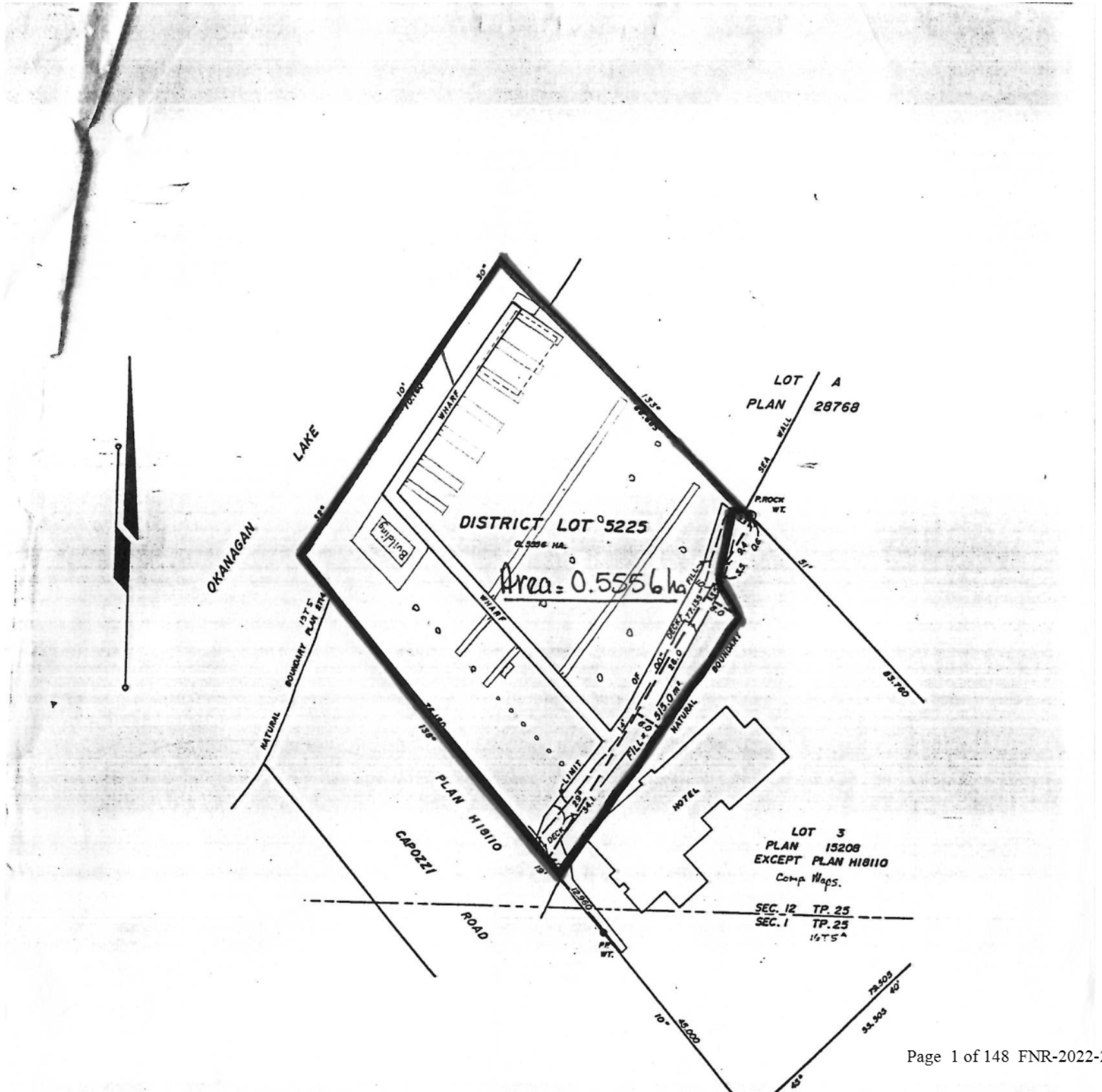
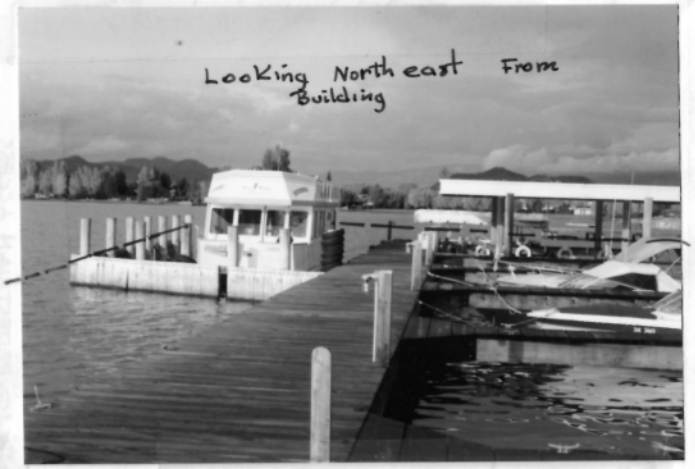
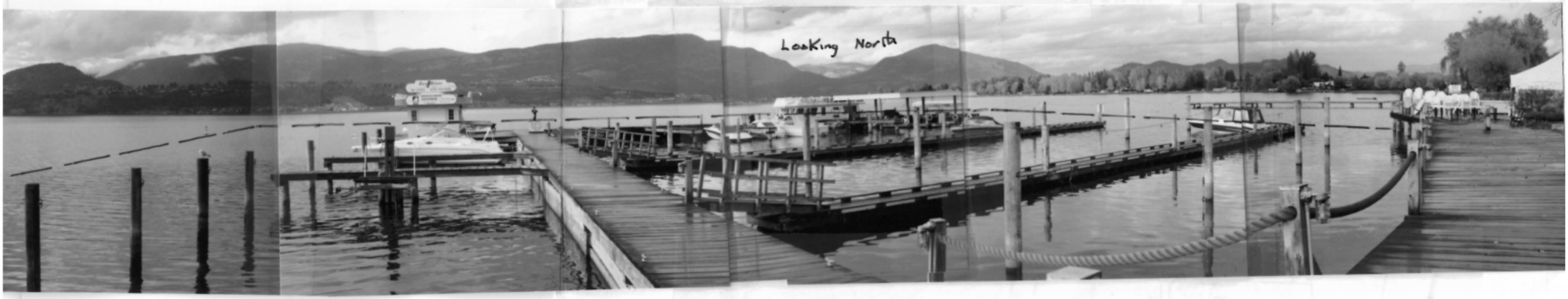
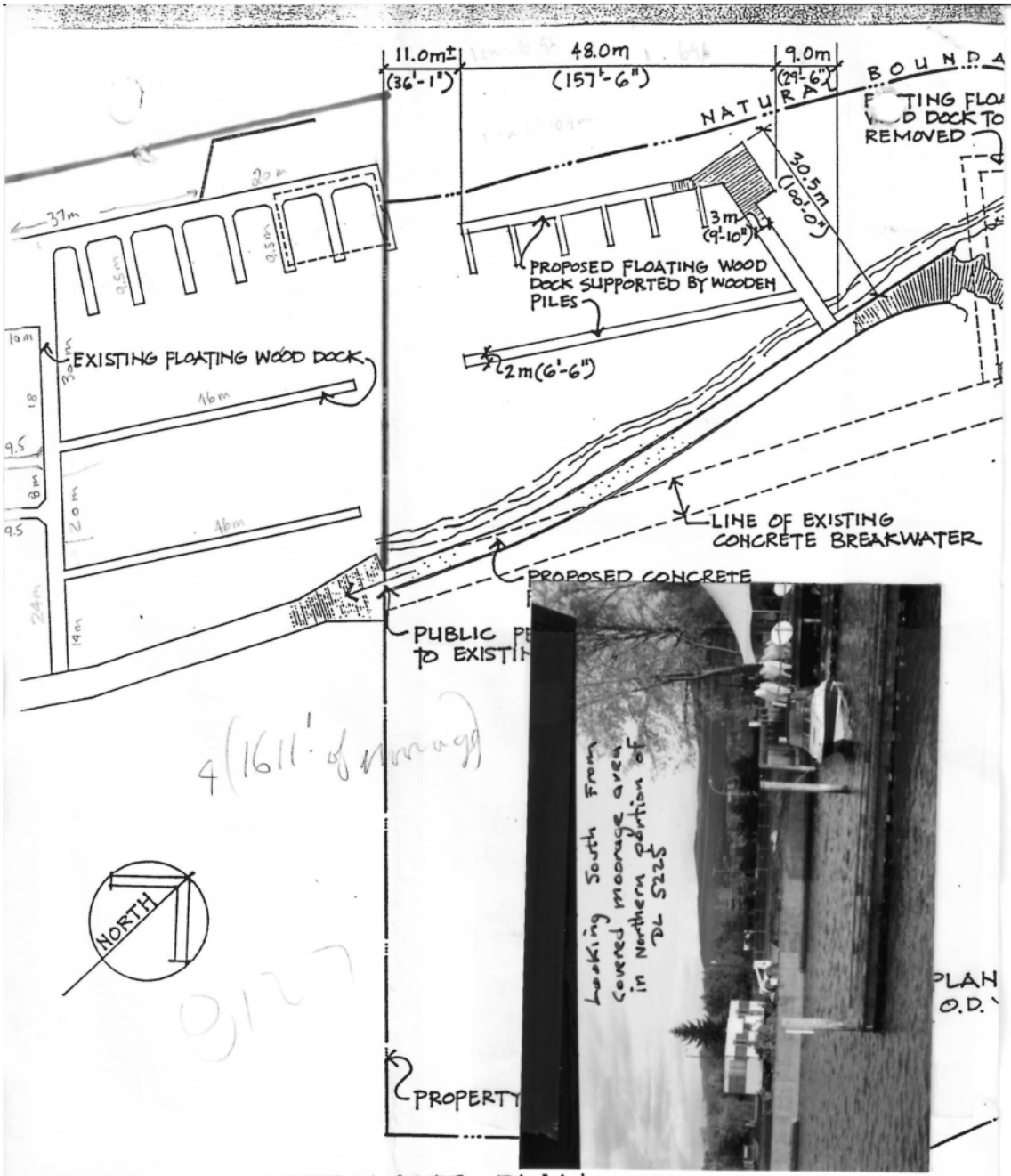

LOT A
PLAN 28768
LAKE
OKANAGAN
DISTRICT LOT 5225
0.5556 HA.
Area = 0.5556 ha
WHARF
Buildings
SEA WALL
P.ROCK WT.
NATURAL BOUNDARY PLAN 8114
PLAN H18110
CAPOZZI ROAD
HOTEL
LOT 3
PLAN 15208
EXCEPT PLAN H18110
Comp Maps.
SEC. 12 TP. 25
SEC. 1 TP. 25
16T5A
83.760
45.000
79.503
55.503


Looking East from
Building on Western portion
of DL 5225


Looking North east From
Building

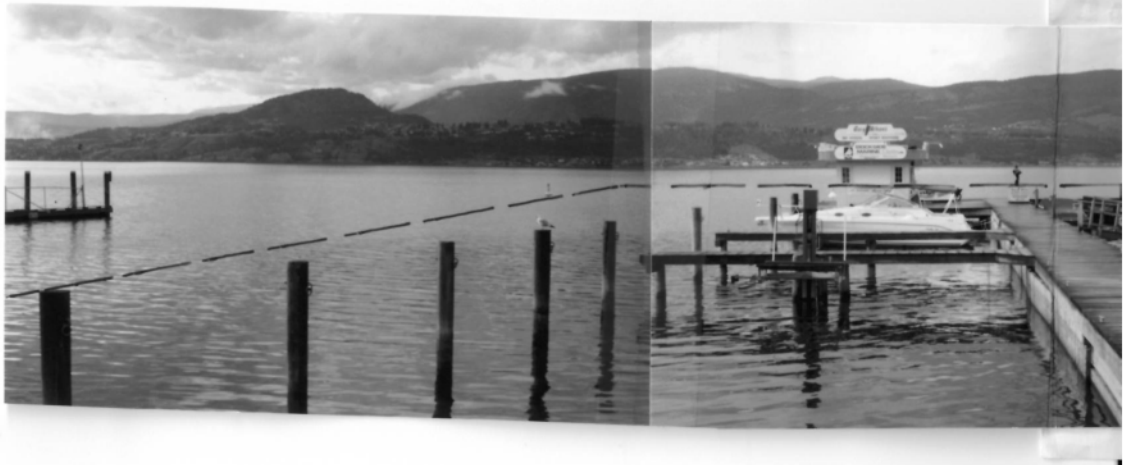

Looking North



SITE PLAN

SCALE: 1" = 60'-0"

1995 FEB 21



CROWN LAND STATUS

MINISTRY OF CROWN LANDS

File No.: 3404721

Date: 89-02-28

Region No.: 3

Applicant: R-93 ENTERPRISES LTD.
(CLIENT # 34997)

Purpose: COMMERCIAL OA-01

Application entered by: M Date: TAS ENT'D FEB 28 1989

PIN: 14333850 - UCL AS SHOWN OUTLINED IN RED.
PIN:
PIN:
PIN:
PIN:
PIN:

Plotted on (Map Sheet) Plan
by: Date:
N.T.S. (B.C.G.S.)/PLAN No.
R83 E.083

Amended by: L.R. Ellington
Date: 91-05-31

Reverted: Yes ☐ No ☑ Description of Reversion:
PID No.:

MAP CLEARANCE

Description: ~~ALL THAT PARCEL OR TRACT OF LAND SITUATED (ADJEN) ADJACENT TO (DL 134) DISTRICT LOT 134, OSOYOOS DIVISION OF YALE DISTRICT, MORE PARTICULARLY SHOWN OUTLINED IN RED ON PLAN ATTACHED, AND CONTAINING 0.5000 ha. MORE OR LESS.~~
District Lot 5225, O.D.Y.D.

Area: ~~0.5000~~ 0.5556 ha. Plan: Tube/Tray: 7T 1542

Location: KELOWNA

Subject to Survey - No. Confirmed: JUNE 7, 1991

	Name	Code
Assessment Area	KELOWNA	19
Land Title Office	KAMLOOPS	1
Regional District	CENT. - OKAN.	07
Municipality	KELOWNA	214
Electoral District	OK - SOUTH	31
Provincial Forest	—	000

REFERENCE MAP MATERIAL FORWARDED TO SURVEYOR GENERAL BRANCH FOR:
☑ PLOTTING
BY: M DATE: 89-02-28
☐ DOCUMENT PRINT
BY: DATE:

Forest Service Clearance Requested: Yes ☐ No ☑ Date:
Forest District
Within Agricultural Land Reserve: Yes ☐ No ☑ Partial:
Within Indian Reserve Cut-Off: Yes ☐ No ☑
Upland parcel fronts on / (body of water)
Foreshore parcel adjoins LOT 3, DL 134, PL. 15208, ODYD (upland)
Crossed by / (river or creek)
Crossed by/Adjoins — Railway
Crossed by/Adjoins — Other R/W
Crossed by/Adjoins — Highway/Road /

OTHER CONFLICTS AND REMARKS

WITHIN INTEGRATED SURVEY AREA #4

DISPOSITION BY OTHER AGENCIES

Mineralized Area
Mineral Claim Staking
Mineral Claim Surveyed
Designated Placer Area
Placer Mining Lease
Coal Licence
Timber Sale
Tree Farm Licence
Christmas Tree Permit
Timber Berth
Timber Licence /
Special Timber Licence
Pulp Lease
Petroleum and Natural Gas Act
Range Act
E & N Land Grant
Other (specify)

L 21 (R 1/89)
M28-2179

File No.: 3404721

FILE No.	STATUS OF CONFLICT
3404721	THIS FILE

Status completed by: [signature] Date:

ADJUDICATION

Company/Society No.: 345769

L.A.M. Section No.:

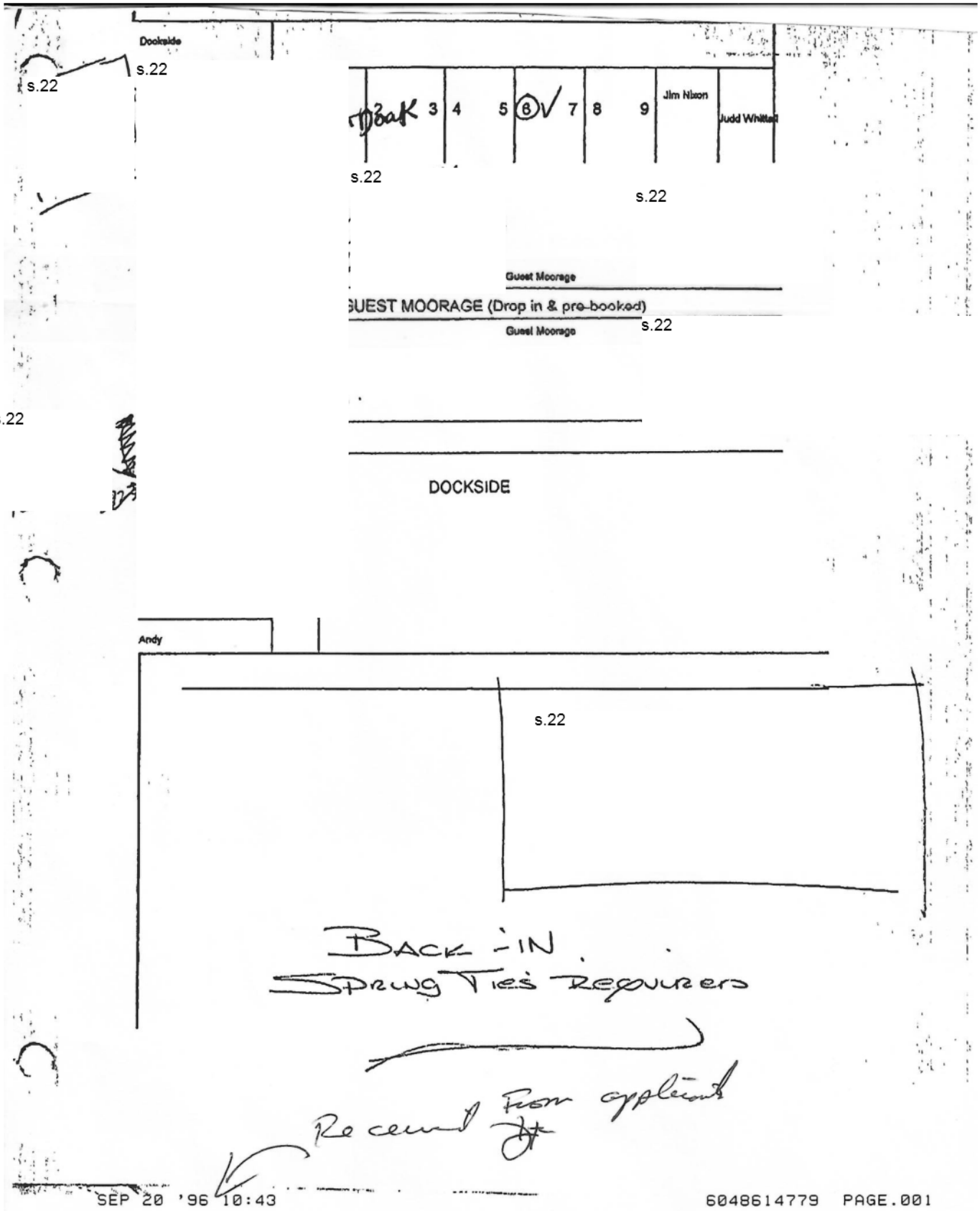
Allowance ☐ Disallowance ☐

Subject to Survey: Yes ☑ No ☐

Adjudicated by: Date: Approved by: Date:

Copyright

Copyright


Dockside
s.22
s.22
3
4
5
6
7
8
9
Jim Nixon
Judd Whittall
s.22
s.22
Guest Moorage
GUEST MOORAGE (Drop in & pre-booked)
Guest Moorage
s.22
s.22
DOCKSIDE
Andy
s.22
BACK-IN
SPRING TIES REQUIRED
Received From applicant
SEP 20 '96 10:43
6048614779 PAGE.001

Page 010 of 148

Withheld pursuant to/removed as

s.3

19- 217.10930.000

ELDORADO

FILL 515 square meters

1,087,000 for 2.939 ACRES

.987 ha.
9870 m^2

$110/m2 x 515 m^2 = $56650
@ 8% =
- $4532.00

LAST ROAT PAYMENT JULY 90



8 Month Season

Mortage 1611 F x $5/F x 8 months x 3.5% = 2255.00

TOTAL - 4532.00 + 2255 = $5087.00

```
Subsys: BC Assessment Authority REGISTRATION NO. SEARCH                    95/08/17
Term: KALP0132        For: SC41699  MINISTRY OF ENVIRONMENT, LANDS, P 11:38:48
>1.3                                                          Printer: KALP012A

        Land Title PID Number: _________
   Land Title Document Number: _________
 Manufactured Home Reg Number: ________
       Manufactured Home Park: ____________________________________
     Lands Branch File Number: 340472>___
        Assessment Roll Number: ____________________
Complete ONE of the selection criteria above along with the Area and/or
Jurisdiction and press ENTER to start your search.

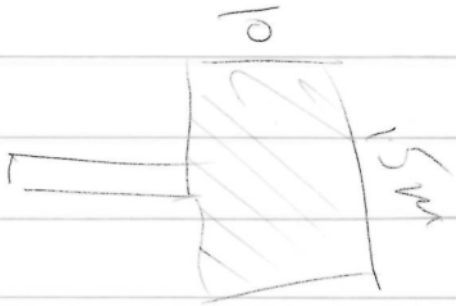
0800 - NO FOLIOS WITH THESE SELECTION PARAMETERS
Area: 17   Jurisdiction: 217   Roll Year: 1995        TRX: A0
PF1-Help     PF2-Menu     PF3-Return     PF4-Street     PF5-Owner     PF6-Legal
PF9-Reg No   PF10-Table Lookup
```

CONFIDENTIAL) ---------- Account Inquiry ---------- TASSA33 --

Client Name : R-93 ENTERPRISES LTD. LICENCE
File Number : 3404721 App Stat : ACTIVE
Expiry : Security Act : 1000.00 RA Princ Due: .00
Review : Pend: .00 Other Due: .00
CLA Project : Blkt: Int Due : .00
Interest to : 95/08/17 Current Rent : .00 GST Due : .00

Date	Reference	Revenue Code	Charge	Payment	Balance
89/05/15	1856-9/00001440	12	150.00		150.00
89/05/15	1856-9/00001440	2	350.00		500.00
89/05/15	1856-9/00001440	PAYMENT		500.00	.00
89/10/26	2036-8/00003040	2	4303.00		4303.00
89/10/26	2036-8/00003040	PAYMENT		4303.00	.00
90/07/31	2338-9/00000669	C612	150.00		150.00
90/07/31	2338-9/00000669	C602	4653.00		4803.00
90/07/31	2338-9/00000669	C103		4803.00	.00

PF1 RECALC PF2 ..... PF3 ..... PF4 NOTES PF5 TENURE PF6 REVERSE
PF7 BACK PF8 DEFINE PF9 HELP PF10 FORWARD PF11 EXIT PF12 PREV



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89/10/26	2036-8/00003040	2	4303.00		4303.00
89/10/26	2036-8/00003040	PAYMENT		4303.00	.00
90/07/31	2338-9/00000669	C612	150.00		150.00
90/07/31	2338-9/00000669	C602	4653.00		4803.00
90/07/31	2338-9/00000669	C103		4803.00	.00

PF1 RECALC PF2 ..... PF3 ..... PF4 NOTES PF5 TENURE PF6 REVERSE
PF7 BACK PF8 DEFINE PF9 HELP PF10 FORWARD PF11 EXIT PF12 PREV

INSPECTION DATE: AUGUST 16, 1994
FILE No.: 340 __ __ __ __

Eldorado Hotel
Plan 15208
Lot 3



82E. 083. 2.3

LAKESHORE & CODIC.

Page 016 of 148 to/à Page 017 of 148

Withheld pursuant to/removed as

s.3

CHECKLIST

1.	ENTER ON TAS WORK LEDGER	TAS ENT'D MAR - 8 1995
2.	WRITTEN OFF TAS WORK LEDGER	
3.	CHANGE APPLICATION	
4.	CHANGE TENURE	
5.	CONFIRM TENURE	
6.	TENURE STATUS CHANGE	
7.	CLR UPDATE	

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404721

August 3, 1990

R-93 Enterprises Ltd.
Box 163
East Kelowna, B. C.
VOH 1GO

Attention: Tom Weisbeck

Dear Sir:

It is my pleasure to enclose your original copy of License Number 334004 (replacing Document Number 333806) duly executed on behalf of the Regional Director.

The License is issued in your name for a term of one year commencing the 10th of March, 1990 for moorage and associated buildings for use in conjunction with the upland hotel purposes at the consideration of $4,653.00 for the term.

This License covers all that parcel or tract of land situated adjacent to District Lot 134, Osoyoos Division of Yale District more particcularly shown outlined in red on plan attached and containing 0.4568 hectares more or less.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

B. L. Duncan

TAS ENT'D AUG - 7 1990

Barb Duncan,
Examiner

BD/mo
enc.

VERIFIED BY
DATE VERIFIED AUG 17 1990

cc: B.C. Assessment Authority, Kelowna
Director, Land Records, Victoria
Regional District of Central-Okanagan

LB34B

Recycled Paper

Province of British Columbia Ministry of Crown Lands

License - Aquatic Lands

License No. 334004 File No. 3404721

THIS AGREEMENT dated for reference the 10th day of March, 1990.

IN PURSUANCE of the *LAND ACT* (Section 36).

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Crown Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the " Owner")

OF THE FIRST PART

AND:

R-93 Enterprises Ltd., Inc. No. 345769
Box 163
East Kelowna, British Columbia
V0H 1G0

(hereinafter called the " Licensee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the attached schedule entitled Legal Description (hereinafter referred to as the "Land");

Article I - Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for the purpose of installing and maintaining moorage and associated buildings for use in conjunction with the upland hotel.

Article II - Duration

(2.01) The duration of this license and the rights herein granted shall be for term of 1 year commencing on the 10th day of March, 1990 (hereinafter called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III - License Fee

(3.01) The Licensee shall pay to the Owner, in advance, on the Commencement Date, the license fee as prescribed in the Fee Schedule attached.

Article IV - Covenants of the Licensee

(4.01) The Licensee covenants with the Owner

(a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes") which the Licensee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this License;

(f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other profession al advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land,

and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;

(g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;

(h) to permit the Owner, or his authorized representative to enter upon the Land at any time to inspect the Land and any improvements thereon;

(i) to use and occupy the Land in accordance with the provisions of this license including those set forth in any special Proviso Schedule;

(j) on the expiration or at the earlier cancellation of this license

(i) to quit peaceably and deliver possession of the Land to the Owner,

(ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, from the Land,

(iii) to restore the surface of the Land to the satisfaction of the Owner,

and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;

(k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than $1,000,000.00 PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;

(l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant

to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insuance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;

(m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Owner;

(o) not to dredge or significantly displace beach materials on the Land without the prior written consent of the Owner;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land;

(q) not to prohibit or restrict any person from passing over the Land.

Article V - Assignment

(5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI - Cancellation

(6.01) In the event that

(a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part;

(b) the Licensee ceases to use the Land for the purposes permitted herein;

(c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein;

the Owner may on 90 days days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.

(6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this license in accordance with the ***Land Act*** and, notwithstanding subsection (j) of section 4.01, any building, machinery, plant equipment, and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.

(6.03) In the event that

(a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,

(b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.

(6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to

and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

(6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

Article VII - Security

(7.01) The security in the sum of $1,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the Owner may, in his sole discretion, waive the requirements of this subsection.

(7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.

(7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this license.

(7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.

(7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.01, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change.

Article VIII - Notice

(8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX - Miscellaneous

(9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent

or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.

(9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(9.03) This license is subject to:

(a) all subsisting grants to or rights of any person made or acquired under the ***Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Act*** or ***Wildlife Act,*** or any extension or renewal of the same, whether or not the Licensee has actual notice of them;

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the ***Land Act;*** AND

(c) any prior dispositions made pursuant to the ***Land Act.***

(9.04) The Licensee acknowledges and agrees with the Owner that

(a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference;

(b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee;

(c) he shall not commence or maintain proceedings under section 60 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03; AND

(d) all schedules attached to this license form an integral part of this license.

(9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.

(9.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(9.07) Time is of the essence in this agreement.

Article X - Interpretation

(10.01) In this license, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(10.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

(10.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(10.04) If any section of this license or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be,

shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this license as of the day and year first above written.

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

Janet L. Schultz
478 St. Paul St.
Kamloops B.C.

Authorized Representative

THE COMMON SEAL OF R-93 Enterprises Ltd. was hereunto affixed in the presence of

Authorized Signatory

Authorized Signatory

c/s

Province of British Columbia Ministry of Crown Lands

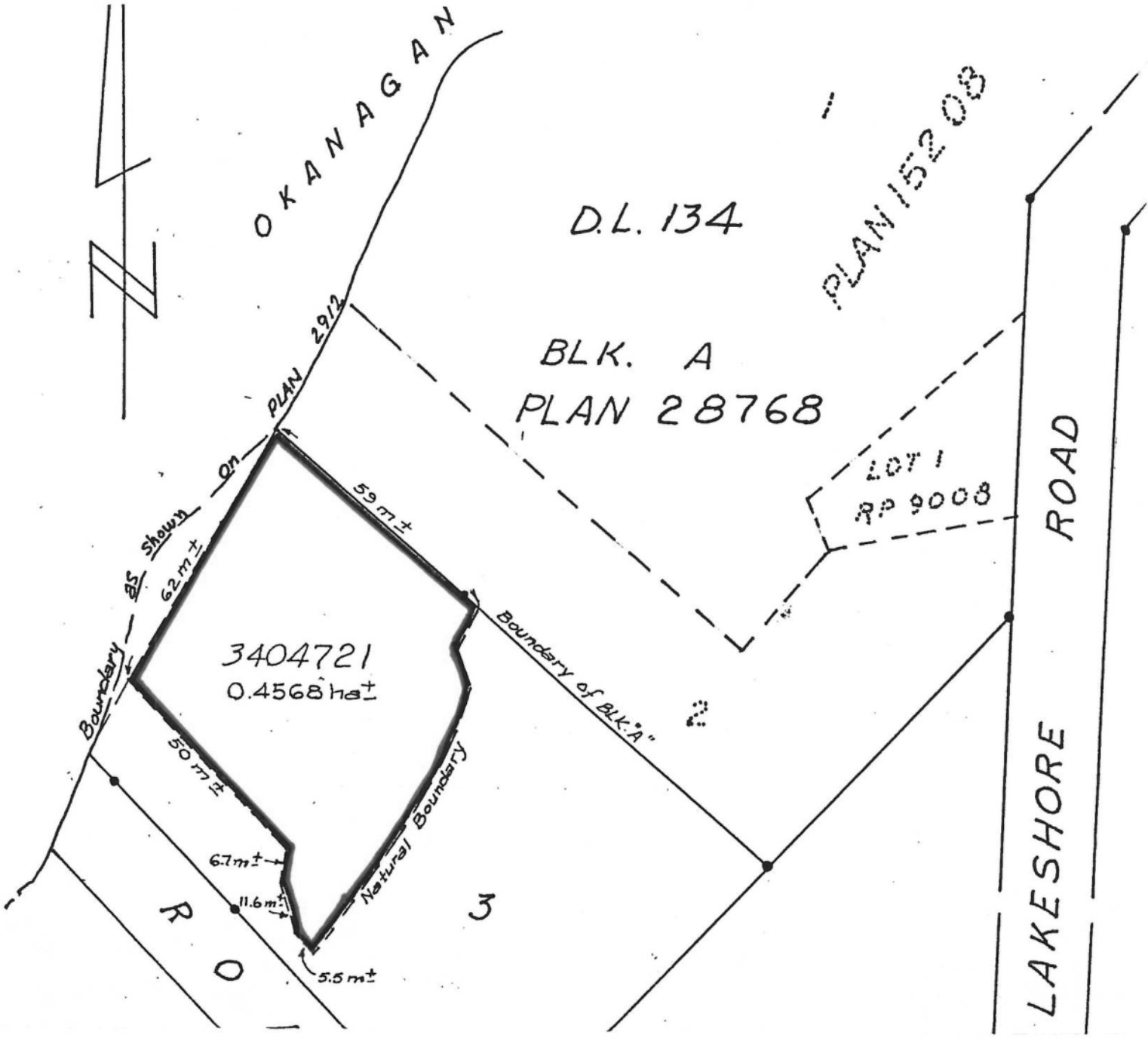
Legal Description Schedule

License No. 334004 File No. 3404721

1. Legal Description

All that parcel or tract of land situated adjacent to District Lot 134, ODYD, more particularly shown outlined in red on sketch below and containing 0.4568 hectares more or less.

2. Sketch Plan



(04/90)

Province of British Columbia Ministry of Crown Lands

SPECIAL PROVISO SCHEDULE

License No. 334004 File No. 3404721

1. The Licensee shall in a diligent and workmanlike manner, develop the Land in accordance with the revised Development Plan held on File 3404721 in the Ministry of Crown Lands, Kamloops, British Columbia and shall cause the same to be completed in compliance with the plan within the term of the License.

Province of British Columbia Ministry of Crown Lands

FEE SCHEDULE

License No. 334004 File No. 3404721

THE FEE FOR THE TERM SHALL BE the sum of $4653.00, payable in advance, on the Commencement Date.

WHEREAS:

A. The Grantor is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Kamloops Assessment Area, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier No. ^C_____

_____

_____

(hereinafter called the "Land").

B. The Grantee is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Kamloops Assessment Area, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier No. ^C _____

_____

_____

(hereinafter called the "Dominant Tenement").

C. The Grantor has agreed on the terms and conditions hereinafter set forth to grant to the Grantee this easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Grantor, in consideration of the sum of ONE ($1.00) DOLLAR and other good and valuable consideration paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged), does hereby grant unto the Grantee the full free and uninterrupted right, licence, liberty, privilege, easement and right-of-way in connection with the Grantor at all times:

(a) to enter, use, labour, go, return, pass and repass along, over and upon those portions of the Land as shown outlined by a bold line on the Explanatory Plan of Right-of-Way prepared by ^C , British Columbia Land Surveyor, completed and certified on ^C , 198? and deposited and registered in the Kamloops Land Title Office under Nr. ^C (hereinafter called the "Easement Area"), a copy of which is annexed hereto as Schedule "B" for access to the Dominant Tenement for purposes consistent with its use as a residence;

Original Easement access

LAND TITLE ACT
Form 17
(Sections 151, 152(1), 220)

Before submitting this application for registration of a Charge, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality and improvement, water and irrigation districts.

NATURE OF INTEREST: P.I.D. NO.

CHARGE: Easement

HEREWITH FEES OF: Nil

Full name, address, telephone number of person presenting application: John Thompson, Regional Director, Ministry of Crown Lands, 478 St. Paul Street, Kamloops, British Columbia, V2C 2J6 828-4800

(Signature of Regional Director)

EASEMENT AGREEMENT

THIS AGREEMENT dated for reference the day of , 19 ,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Crown Lands, Parliament Buildings, Victoria, British Columbia V8V 1X4

(hereinafter called the **"Grantor"**)

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Crown Lands, Parliament Buildings, Victoria, British Columbia V8V 1X4

(hereinafter called the **"Grantee"**)

OF THE SECOND PART

shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this license as of the day and year first above written.

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

_____

_____

_____

_____
Authorized Representative

THE COMMON SEAL OF
R-93 Enterprises Ltd.
was hereunto affixed in the presence of

_____
Authorized Signatory

_____
Authorized Signatory

c/s

WHEREAS:

A. The Grantor is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Kamloops Assessment Area, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier No.

(hereinafter called the "Land").

B. The Grantee is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Kamloops Assessment Area, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier No.

(hereinafter called the "Dominant Tenement").

C. The Grantor has agreed on the terms and conditions hereinafter set forth to grant to the Grantee this easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Grantor, in consideration of the sum of ONE ($1.00) DOLLAR and other good and valuable consideration paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged), does hereby grant unto the Grantee the full free and uninterrupted right, licence, liberty, privilege, easement and right-of-way in common with the Grantor at all times:

   (a) to enter, use, labour, go, return, pass and repass along, over and upon those portions of the Land as shown outlined by a bold line on the Explanatory Plan of Right-of-Way prepared by G.E.Fiedrich, British Columbia Land Surveyor, completed and certified on , 19 and deposited and registered in the Kamloops Land Title Office under No. (hereinafter called the "Easement Area"), a copy of which is annexed hereto as Schedule "A" for access to the Dominant Tenement for purposes consistent with its use as a residence;

Province of British Columbia Ministry of Crown Lands

Legal Description Schedule

License No. File No. 3404721

1. Legal Description

All that parcel or tract of land situated adjacent to District Lot 134, ODYD, more particularly shown outlined in red on sketch below and containing 0.4568 hectares more or less.

2. Sketch Plan

(04/90)

Province of British Columbia Ministry of Crown Lands

SPECIAL PROVISO SCHEDULE

License No. File No. 3404721

1. The Licensee shall in a diligent and workmanlike manner, develop the Land in accordance with the revised Development Plan held on File 3404721 in the Ministry of Crown Lands, Kamloops, British Columbia and shall cause the same to be completed in compliance with the plan within the term of the License.

Province of British Columbia Ministry of Crown Lands

FEE SCHEDULE

License No.

File No. 3404721

THE FEE FOR THE TERM SHALL BE the sum of **$4653.00**, payable in advance, on the Commencement Date.

TRANSMISSION REPORT (MAR.06.'90 09:10) :LANDS.KAMLOOPS

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	TOTAL PAGES	RESULTS
MAR.06	09:09	CITY OF KELOWNA	G3DT	00'43"	001	OK

Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St. Paul Street, Kamloops, B.C. V2C 2J6
Phone: 828-4800 Fax: 828-4809

David G. Whiting
Land Officer

Pages to Follow: — **Date:** MARCH 6 **Time:** 9:00

TO: WALLY SEMENOFF, CITY OF KELOWNA

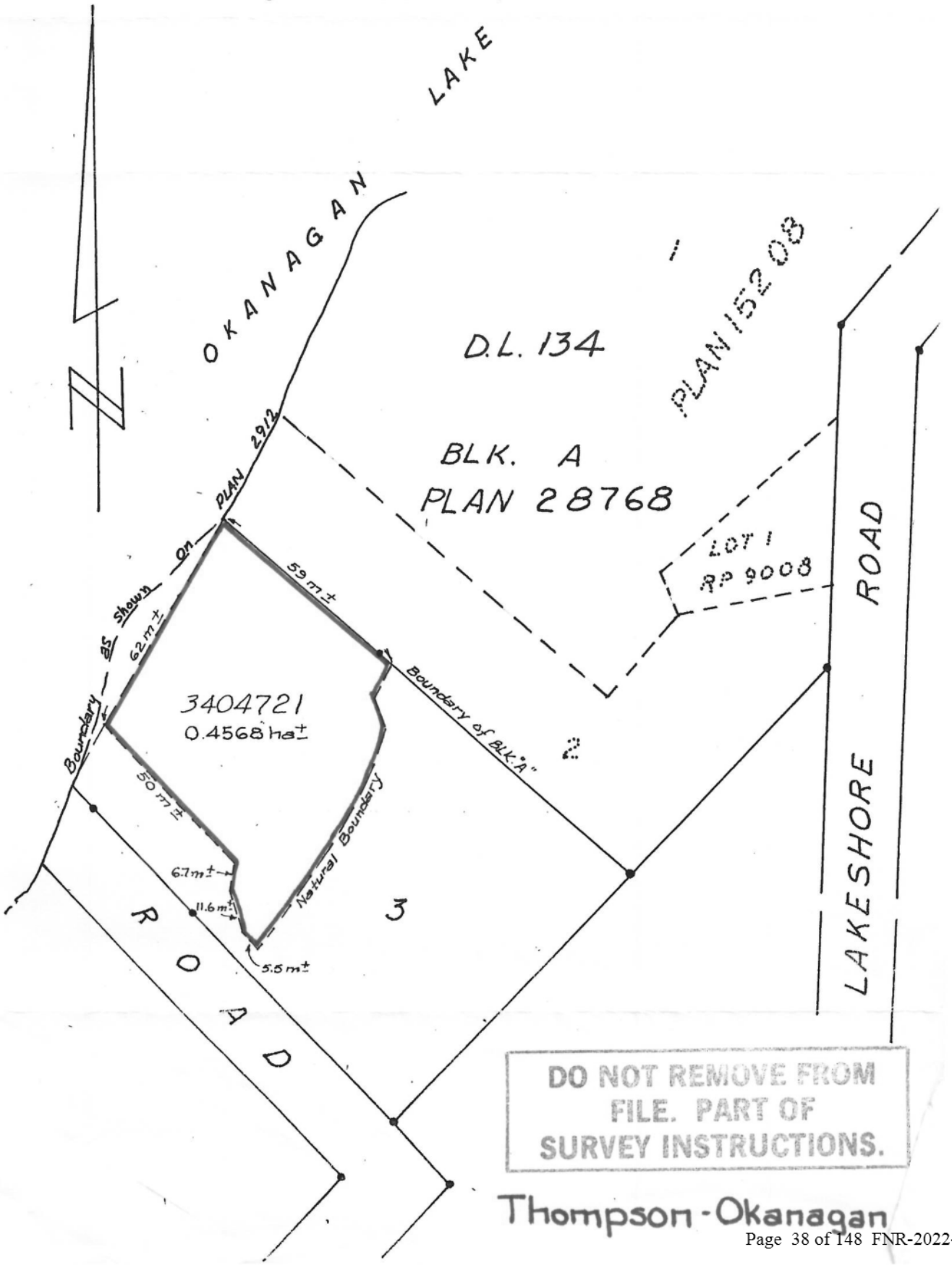
(**Fax:** 862-3399 **Phone:** 763-6011)

MESSAGE: This agency has no objection to the zoning amendment to allow the installation of gasoline storage tanks to service gas pumps on the wharf. If a building permit is issued, it should be subject to regulations of the Ministry of Environment.

D. Whiting

OSOYOOS DIVISION OF YALE DISTRICT

Scale: 1 inch ~ 100 feet



DO NOT REMOVE FROM FILE. PART OF SURVEY INSTRUCTIONS.

Thompson-Okanagan

3602 LAKESHORE RD
KELOWNA B C V1Y 1W7

REG	EA	LIB	CH	DEFINED AREA	IMPR DIST	NC	ELIGIBLE IMPROVEMENTS	PREVIOUS ROLL VALUE
27		C						$225,350

EXC SM	LOC	EX SP (REG)	SP (RURAL)	SPECIFIED REGIONAL	I T	BCT	SUPP	ALR	UPC	MAN CLASS	LD USE	ACT USE
										0150	00	000

DIMENSIONS	LANDS FILE	DOCUMENT NUMBER	TEN	NEIGH	PROPERTY LOCATION
168.20 289.60		KB19510	01	142	3602 LAKESHORE RD

IMPRMTS	226,100	TOTAL	226,100	226,100

LOT: A PL: 15007 DL: 134 LD: 41 OSOYOOS DIV OF
VALE

AREA	SCHL	JURIS	ASSESSMENT ROLL NUMBER	EQTY
19	23	217	10927.000	00

BULK MAIL

BARRE JOSEPH M
BARRE LILLIAN E
3596 LAKESHORE RD
KELOWNA BC V1Y 1W7

REG	EA	LIB	CH	DEFINED AREA	IMPR DIST	NC	ELIGIBLE IMPROVEMENTS	PREVIOUS ROLL VALUE
27		C						$131,000

EXC SM	LOC	EX SP (REG)	SP (RURAL)	SPECIFIED REGIONAL	I T	BCT	SUPP	ALR	UPC	MAN CLASS	LD USE	ACT USE
										0090	00	000

DIMENSIONS	LANDS FILE	DOCUMENT NUMBER	TEN	NEIGH	PROPERTY LOCATION
10.42		264990F	01	142	3596 LAKESHORE RD

1	LAND	101,300	LAND	101,300	101,300
1	IMPRMTS	32,750	BUILDINGS	32,750	32,750
		134,050	TOTAL	134,050	134,050

LOT: 3 PL: 15208 DL: 134 LD: 41 OSOYOOS DIV OF
VALE EXC PL: H18110 PID 001-744-305 ROKLYN 2/5 INT
STOBER 3/5 INT

AREA	SCHL	JURIS	ASSESSMENT ROLL NUMBER	EQTY
19	23	217	10930.000	00

BULK MAIL 1513

AL STOBER CONSTR LTD
101 - 1615 ELLIS ST
KELOWNA B C V1Y 2A8

REG	EA	LIB	CH	DEFINED AREA	IMPR DIST	NC	ELIGIBLE IMPROVEMENTS	PREVIOUS ROLL VALUE
27		C						$242,650

EXC SM	LOC	EX SP (REG)	SP (RURAL)	SPECIFIED REGIONAL	I T	BCT	SUPP	ALR	UPC	MAN CLASS	LD USE	ACT USE
										0090	10	060

DIMENSIONS	LANDS FILE	DOCUMENT NUMBER	TEN	NEIGH	PROPERTY LOCATION
2.439 acres		KB21057	01	142	3786 LAKESHORE RD

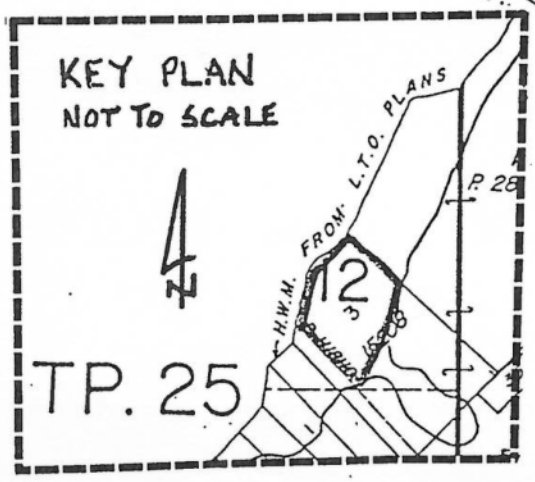
1	LAND	223,300	LAND	223,300	223,300
1	IMPRMTS	22,400	BUILDINGS	22,400	22,400
		245,700	TOTAL	245,700	245,700

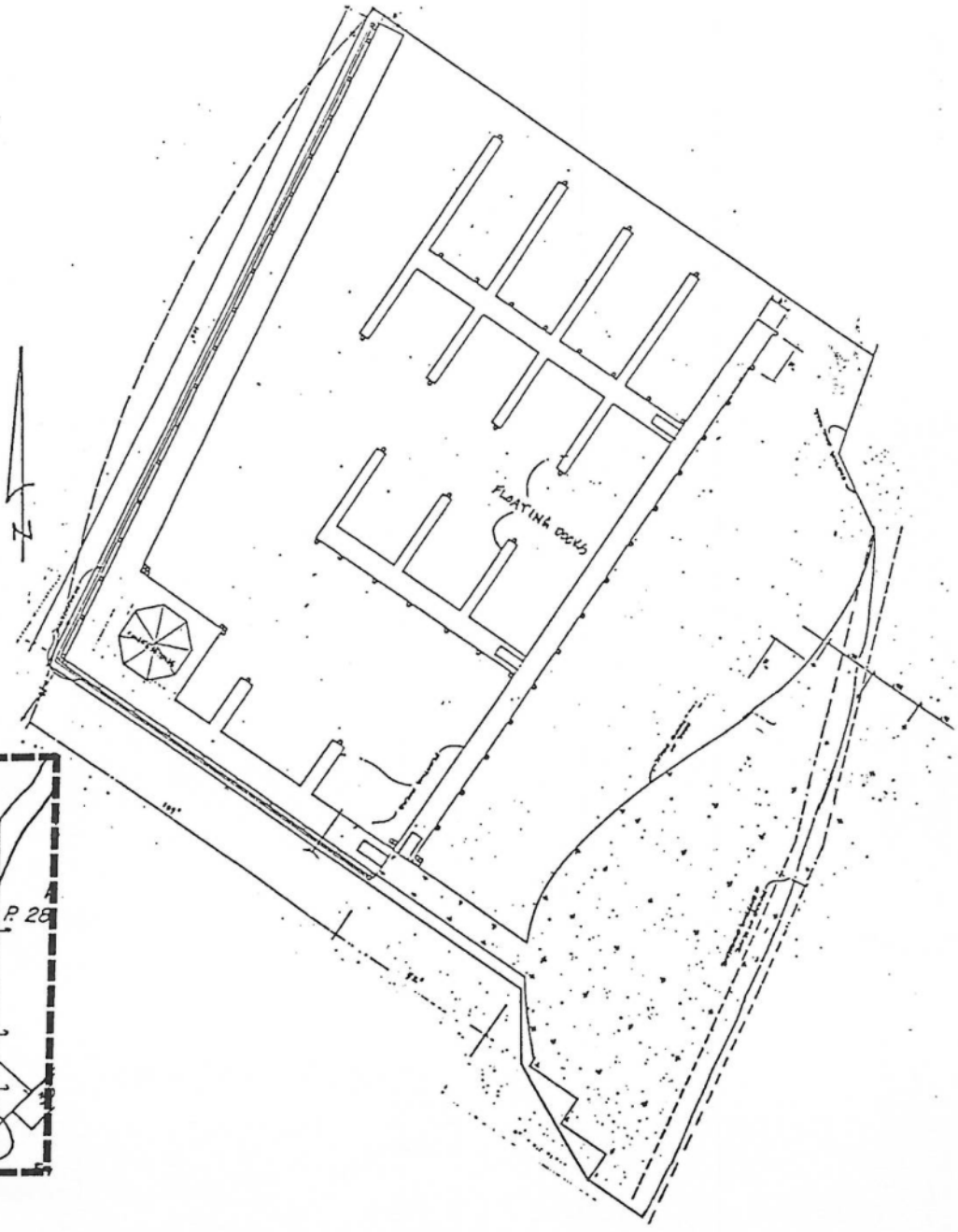
KEY	FOLIO NUMBER
B 01	10349.351
C 01	10349.364
D 01	10349.372
E 01	10349.400
F 01	10349.410
G 01	10349.420
H 01	10349.450
I 01	10349.456
J 01	10349.474
K 01	10349.486
L 01	10349.510
M 01	10349.520
N 01	10355.000
B 02	10355.022
C 02	10355.032
D 02	10355.042
E 02	10355.050
F 02	10355.060
G 02	10355.070
H 02	10355.080
I 02	10355.090

KEY	FOLIO NUMBER
L 05	10519.320
M 05	10519.355
N 05	10519.375
B 06	10519.400
C 06	10519.434
D 06	10519.458
E 06	10519.500
F 06	10519.525
G 06	10519.541
H 06	10519.552
I 06	10519.562
J 06	10519.572
K 06	10519.590
L 06	10519.604
M 06	10519.609
N 06	10519.614
B 07	10519.619
C 07	10519.624
D 07	10519.629
E 07	10519.635
F 07	10519.639

KEY	FOLIO NUMBER
I 10	10589.054
J 10	10589.076
K 10	10589.102
L 10	10589.107
M 10	10609.000
N 10	10616.000
B 11	10623.000
C 11	10629.500
D 11	10635.000
E 11	10640.000
F 11	10645.000
G 11	10650.000
H 11	10655.000
I 11	10660.000
J 11	10665.000
K 11	10670.000
L 11	10688.000
M 11	10693.000
N 11	10698.000
B 12	10703.000
C 12	10708.000

KEY	FOLIO NUMBER
F 15	10798.000
G 15	10805.500
H 15	10811.000
I 15	10815.000
J 15	10820.000
K 15	10830.000
L 15	10839.000
M 15	10845.000
N 15	10851.000
B 16	10856.001
C 16	10860.000
D 16	10865.000
E 16	10870.000
F 16	10875.000
G 16	10881.000
H 16	10888.000
I 16	10895.003
J 16	10904.000
K 16	10913.000
L 16	10918.000
M 16	10923.000


KEY PLAN
NOT TO SCALE
N
TP. 25
FROM L.T.O. PLANS
P. 28
12
H.W.M.


N
FLOATING DOCKS

PUSHOR MITCHELL

LAWYERS

Richard J. Pushor	Richard H. Montgomery	Paul L. Mitchell	Alfred C. Kempf*	Allan R. Elliott*
Mark W. Baron*	Theresa M. Arsenault	David M. Rush*	Ronald T. Solmer	Thomas P. Fellhauer*
Susan G. Connaghan	Geord R. Holland*	Clarke Burnett	Steven A. Wilson	Lisa Holmes Wyatt
Sandra G. Chapman	Joni D. Metherell	E. Blair Forrest	James A. Paterson	Curtis L. Darmohray
Steve G. Schwartz	Kimberly D. Darling			* Denotes Law Corporation

Our File: 21686.21

2409518

August 8, 2000

BRITISH COLUMBIA ASSETS AND LANDS
3rd Floor, 145 - 3rd Avenue
Kamloops, British Columbia
V2C 3M1

B.C. ASSETS AND LAND CORPORATION
AUG 11 2000
RECEIVED

Attention: Barb Duncan, Senior Examiner

Dear Sirs/Mesdames:

RE: R 93 Enteprises Ltd.
Your file: 3404721; Lease Number: 337833

Further to your letter of March 17, 2000, addressed to our client, we are pleased to confirm that the consolidation plan has been registered in the Kamloops Land Title Office under number KAP67232. Accordingly, we enclose the following for your records:

1. Reduced copy of Reference Plan to Consolidate Block B, District Lot 5225, ODYD, and Lot 3, Plan 15208, Sections 1 and 12, Township 25, District Lot 134, ODYD, except Plan H18110, registered under number KAP67232;

2. Post registration title search results for the newly created Lot 1, Sections 1 and 12, Township 25 and District Lots 134 and 5225, ODYD, Plan KAP67232.

We confirm that the Right of Entry KP33884 was merged off title as the charge was satisfied by registration of the aforementioned consolidation plan.

We trust you find the enclosed and foregoing to be in order. Please call if you have any questions or comments. Thank you.

Yours truly,

PUSHOR MITCHELL

Per:
RICHARD J. PUSHOR
/ls
Encls.
cc: client

Spoke to John GRANT Aug 16/2000
he confirmed that the walkway
easement has been registered
to their satisfaction
Rich

E-mail: pushor@pushormitchell.com
www.pushormitchell.com
3rd Floor, 1665 Ellis Street
Kelowna, B.C. Canada V1Y 2B3
Telephone: **(250) 762 -2108**
Fax: (250) 762-9115

REFERENCE PLAN TO CONSOLIDATE BLOCK B D.L. 5225 O.D.Y.D. AND LOT 3 PLAN 15208 SEC.s 1 & 12, TP. 25 D.L. 134, O.D.Y.D. EXCEPT PLAN H18110

PREPARED PURSUANT TO SECTION 100 OF THE LAND TITLE ACT

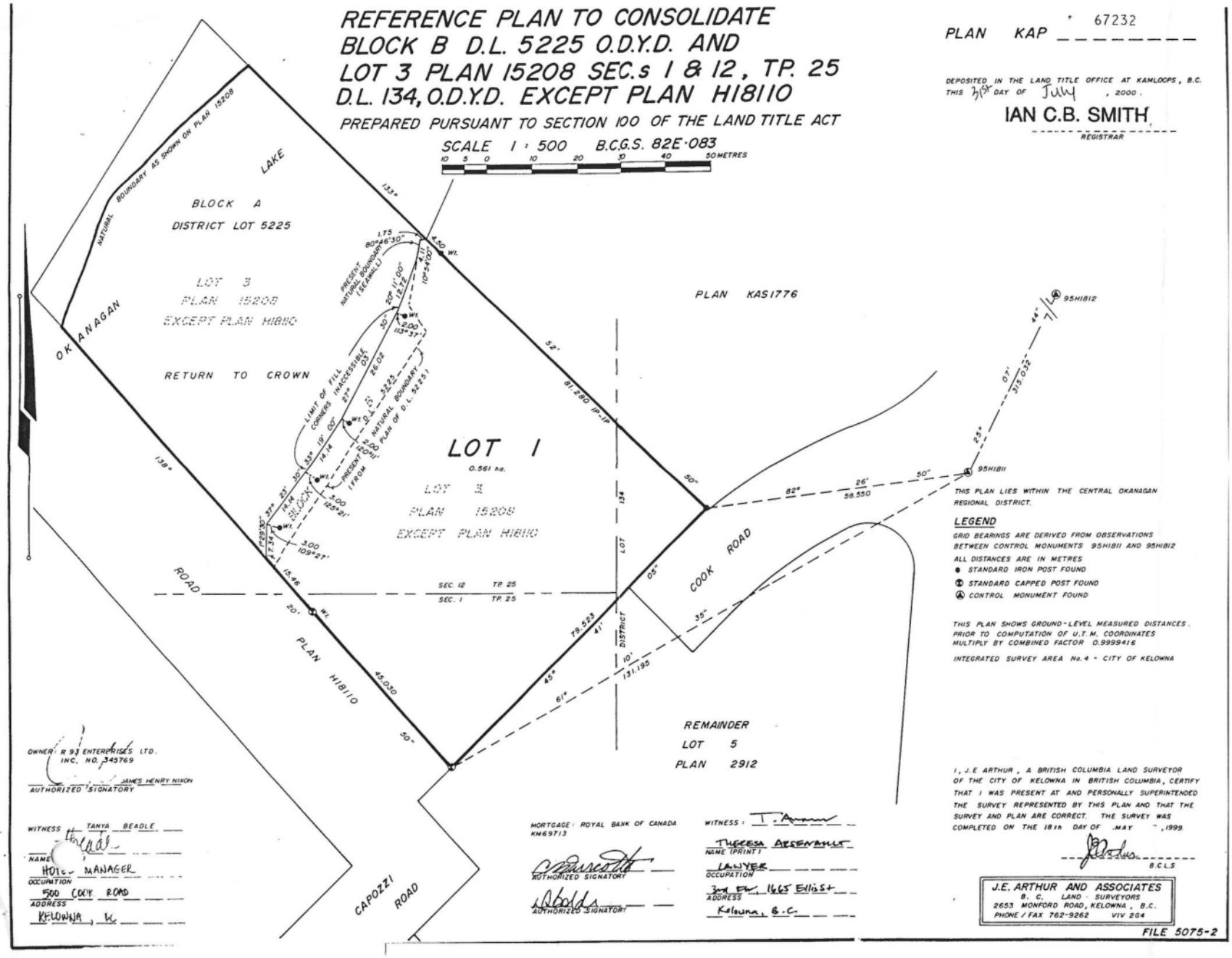
SCALE 1 : 500 B.C.G.S. 82E·083

10 5 0 10 20 30 40 50 METRES

PLAN KAP 67232

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C.
THIS 31st DAY OF July, 2000.

IAN C.B. SMITH
REGISTRAR



THIS PLAN LIES WITHIN THE CENTRAL OKANAGAN REGIONAL DISTRICT.

LEGEND

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS 95H1811 AND 95H1812

ALL DISTANCES ARE IN METRES

● STANDARD IRON POST FOUND

⊕ STANDARD CAPPED POST FOUND

Ⓐ CONTROL MONUMENT FOUND

THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES. PRIOR TO COMPUTATION OF U.T.M. COORDINATES MULTIPLY BY COMBINED FACTOR 0.9999416

INTEGRATED SURVEY AREA No. 4 - CITY OF KELOWNA

OWNER: R 93 ENTERPRISES LTD. INC. NO. 345769

JAMES HENRY NIXON
AUTHORIZED SIGNATORY

WITNESS: TANYA BEADLE
NAME:
OCCUPATION: HOTEL MANAGER
ADDRESS: 500 COOK ROAD
KELOWNA, B.C.

MORTGAGE: ROYAL BANK OF CANADA KM69713

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

WITNESS:
THERESA ARSENAULT
NAME (PRINT)
LAWYER
OCCUPATION
3rd Flr, 1665 Ellis St
ADDRESS
Kelowna, B.C.

I, J.E ARTHUR, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF KELOWNA IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 18th DAY OF MAY, 1999

B.C.L.S

J.E. ARTHUR AND ASSOCIATES
B. C. LAND SURVEYORS
2653 MONFORD ROAD, KELOWNA, B.C.
PHONE / FAX 762-9262 V1V 2G4

FILE 5075-2

Page 043 of 148 to/à Page 044 of 148

Withheld pursuant to/removed as

s.3

British Columbia
Assets and Land Corporation

File: 3404721

March 17, 2000

R 93 Enterprises Ltd.
500 Cook Road
Kelowna BC V1W 3G9

Attention: Jim Nixon

Enclosed please find and executed copy of the modification agreement for Lease number 337833.

This agreement simply corrects the area of the marina to show the surveyed area to now be 0.518 hectares.

Please attach this to the original Lease you hold in your possession.

The information has been forwarded to Victoria to prepare the Crown grant for the fill area and you will be notified in due course when the title has been registered in the Land Title Office. Upon registration you will be required to submit your consolidation plan to the Land Title Office for registration.

Yours truly,

Barb Duncan, A/ Senior Examiner
Land Management Division

BD/

Cc: Crown Land Registry Services, Victoria
City of Kelowna

3/27/00

Southern Interior Region - Kamloops Office: 3rd Floor, 145 3rd Avenue, Kamloops BC V2C 3M1
Phone: (250) 377-7020 Fax: (250) 377-7036

British Columbia
Assets and Land Corporation

MAIL

ATTN: JIM NIXON
FAX 250-861-4779

File: 3404721 and 3409518

November 25, 1999

R93 Enterprises Ltd.
Eldorado Hotel
500 Cook Road
Kelowna BC V1W 3G9

Attention: Jim Nixon

THE 2nd page shows items outstanding * Please have finalized by end of MONTH so we do not have to charge an additional 4 years back rent in amount of $767.00

THANKS

Thank you for your letter dated November 1, 1999. I apologize for not responding sooner however, your letter seems to have gotten misplaced in our recent move.

The sketch that you refer to as stating that Block B contains 313 square metres actually reads 515 square metres. The quality of the sketch is poor and has been copied numerous times therefore distorting the numbers. The approved survey plan as prepared by J.E. Arthur and completed on May 18, 1999 states that the fill area, Block B , is 379 square metres, see approved copy attached.

In a telephone conversation with Drew Frymire on January 12, 1999 you were advised that no allowance would be made for the survey costs.

We have reviewed the numbers as outlined in our fax to you dated October 20, 1999 and we have miscalculated the areas. The new calculations are as follows:

Adjusted Fill Area Purchase Price

- area of fill encumbered by walkway R/W calculated at $27.5/m2 X 200 m2 = $5500.00
- area of fill not encumbered by walkway R/W calculated at $55.00/m2 X 179 m2= $9845.00
- Total purchase price = $15,345.00 ($5500.00 + $9845.00)

Adjusted Fill Area Back Rental for past 5 years

- area of fill encumbered by walkway R/W calculated at 200 m2 X $27.5 X 5% = $275.00 per annum
- area of fill not encumbered by walkway R/W calculated at 179 m2 X $55.00 X 5%= $492.00 per annum
- Total back rental for fill = $3835.00 ($275. 00 + $492.00 X 5 years)

Southern Interior Region - Kamloops Office: 145 3rd Avenue, Kamloops BC V2C 3M1
Phone: (250) 377-7020 Fax: (250) 377-77360

In view of the above the following is payable:

Purchase Price	$15,345.00
Documentation Fee.....	150.00
Occupational Rent.....	3,835.00
Modification Fee (3404721).....	100.00
GST (7% X $19,430.00).....	1,360.10
Total	$20,790.10

The above requested must be submitted within 45 days along with a copy of the consolidation plan and easement plan for the public walkway approved by the City of Kelowna.

Also sign all three copies of the modification agreement that was forwarded to you with our letter dated September 21.

If you have any question please call me so that we may finalize this matter within the time frame as outlined above.

Yours truly,

Barb Duncan, A/Senior Examiner
Land Management Division

BD/

JIM NIXON

2404721
3409518

Jan 12/2000:

Dear Barb Duncan:

I am still trying to round up all the paper work. Almost done. I am gone until Feb 1. Will have everything completed. Early February.

R-93

Left message Mar 3/2000

B.C. ASSETS AND
LAND CORPORATION
JAN 17 2000
RECEIVED

500 Cook Road, Kelowna, B.C., Canada V1W 3G9 • Phone (250) 763-7500 • Fax (250) 861-4779

(Tear Along Perforated Line)

ent Number	AL_007444	Billing Date	Dec 21, 1999	Due Date	Feb 17, 2000	Invoice Amount	$1,651.01

mber
202902

Please remit this Part when making Payment

If mailing payment please mail to: Accounts Receivable
3rd Floor – 145 3rd Avenue
Kamloops BC V2C 3M1

Invoice Number
61467

Please indicate
Change of Address
on Reverse ❑

RECEIVED
FEB 23 2000
$ 1651.01

B.C. ASSETS AND
LAND CORPORATION
FEB 23 2000
RECEIVED

Amount
Paid 1651 01

Please make cheques payable to:
British Columbia Assets and Land Corporation

For Office Use Only: Posting Instructions 329797 File# 3404721 R93 ENTERPRISES LTD

ENTERED FEB 23 2000

R - 93 ENTERPRISES LTD.

CHEQUE NO 001854

1BCAS	B.C. ASSETS & LAND CORP			Feb 16 00
61467 Dec 21 99	1,651.01		0.00	1,651.01
	1,651.01		0.00	1,651.01

B.C. ASSETS AND
LAND CORPORATION
FEB 23 2000
RECEIVED

ADDRESS CHANGE NOTICE

Full Name			Client No.
NEW ADDRESS	Mailing Address	Residential Address (if different from mailing address)	
	Postal Code		Daytime Phone No.

SIGNATURE: **DATE:**

Signed copy on Vol 3. CS.

LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia
GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 9 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Signature of Applicant or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (LEGAL DESCRIPTION)

Lot 1, Sections 1 & 2, Township. 25, District Lots. 134 and 5225, Osoyoos Division Yale District, Plan KAP_____

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right-of-Way	Pages 3 to 8 (paragraph 1)	Transferee(s)
Priority Agreement Granting Statutory Right-of-Way priority over Mortgage KM69713 as extended by No. _____	Page 9	Transferee(s)

4. TERMS: Part 2 of this Instrument consists of (select one only)
(a) Filed Standard Charge Terms ___ D.F. No.
(b) Express Charge Terms X Annexed as Part 2
(c) Release ___ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

R93 ENTERPRISES LTD. (INC. NO. 345769) and
ROYAL BANK OF CANADA (AS TO PRIORITY AGREEMENT)

6. TRANSFEREE(S): (Including occupation(s), postal addresses(es) and postal code(s))*

CITY OF KELOWNA, a municipal incorporation having an address at 1435 Water Street. Kelowna, British Columbia V1Y 1J4

7. ADDITIONAL OR MODIFIED TERMS:* N/A

8. EXECUTION(S)** This instrument creates, assigns, modifies enlarges discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

OFFICER SIGNATURE(S)	EXECUTION DATE			TRANSFEROR/BORROWER/PARTY SIGNATURE(S)
	Y	M	D	R-93 ENTERPRISES LTD. (Inc. No. 345769) by its authorized signatory
	00	01	12	Print Name Jim Nixon
JEROME J. DOMBOWSKY A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 1435 Water Street, Kelowna, B.C.				Print Name
				CITY OF KELOWNA By its authorized signatory(ies)
AS TO BOTH SIGNATURES GILLIAN D. MATTHEWS A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 1435 Water Street, Kelowna, B.C	00	01	19	Walter Gray, Mayor David L. Shipclark, City Clerk
				ROYAL BANK OF CANADA By its authorized signatory(ies)
THERESA M. ARSENAULT BARRISTER & SOLICITOR #301 - 1665 ELLIS STREET KELOWNA, B.C. V1Y 2B3 PHONE 762-2108	00	01	13	Print Name C.N. Turcotte Print Name Diane A. Bold.
AS TO BOTH SIGNATURES				

OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979, C.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

DOCUMENT APPROVAL			
Document No.			
Cir.	Department	Date	Init.
	Parks	2000/01/11	
	Planning	2000/01/11	
	Land	2000/01/11	

TERMS OF INSTRUMENT – PART 2

WATERFRONT STATUTORY RIGHT-OF-WAY

BETWEEN

R-93 ENTERPRISES LTD., a British Columbia company having an office at #300 – 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(hereinafter called the "Grantor:)

OF THE FIRST PART

AND

CITY OF KELOWNA, a municipal corporation having its place of business at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS

A. The Grantor is the registered owner or its entitled to become the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts 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 shown on Schedule "A" which is attached hereto (hereinafter called the "land of the Grantor").

B. To facilitate access to Okanagan Lake, the Grantor has been informed that the Grantee requires the right of ingress or egress to certain portions of the land;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of the One Dollar ($1.00) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration, the Grantor doth hereby;

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee, in common with the Grantor, the full, free and uninterrupted ingress or egress at all times hereinafter as the Grantee considers necessary to, though, over and under that portion of the lands of the Grantor comprising 280 m^2 shown outlined in dark black on the Plan of Statutory Right-of-Way deposited in the Kamloops Land Title Office under Plan KAP_____, a reduced copy of which is attached as Schedule "B" hereto (hereinafter called the Perpetual Right-of-Way) and, in common with the Grantor, for:

(a) the Grantee:

(b) its officers, invitees, licensees, employees, servants, agents; and

(c) to the extent permitted by the Grantee, every member of the public during daylight hours only.

(d) At their will and pleasure, to enter, go, pass and repass upon and along the Perpetual Right-of-Way.

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way, the Grantee shall for itself and its servants, agents, workmen, contractors, general public (during day light hours only) and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, as may be necessary, useful, or covenant in connection with the operations of the Grantee in relation to Okanagan Lake.

1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the lands of the Grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way.

2.1 THE GRANTOR HEREBY COVENANTS TO AND AGRESS WITH THE GRANTEE that the Grantor will not , nor permit any other person to, erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or other condition, over and under any portion of the Perpetual Right-of-Way so that in any way interferes with or damages or prevents access to the Perpetual Right-of-Way.

2.2 The Grantor shall at all times maintain and keep the Perpetual Right-of-Way in a state of good repair and kept free of refuse, reasonable wear and tear excepted, and shall replace the Perpetual Right-of-Way or portions thereof from time to time when necessary at the cost of the Grantor.

2.3 The Grantor agrees to maintain, at the sole cost of grantor, a 3.0 m wide public boardwalk within the Perpetual Right-of-Way. The Grantee acknowledges that the Grantor has prior to execution of this agreement, constructed a boardwalk partially over the perpetual right-of-way (approximately 1.5 m wide) with the remainder of the boardwalk located partially over the adjacent foreshore of Okanagan Lake. In the event that the width of the boardwalk accessible to the public is reduced to less than 3.0 m wide, the Grantor agrees to expand the boardwalk surface within the Perpetual Right-of-Way, at the Grantor's cost, to a minimum of 3.0 m wide.

3.1 Notwithstanding the Perpetual Right-of-Way hereinbefore granted, there is hereby reserved to the Grantor, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

(a) to temporarily interrupt the use and enjoyment of the Perpetual Right-of-Way, so long as such temporary interruption does not materially or unreasonably impair the use of the Perpetual Right-of-Way as contemplated hereunder; save and except where the Grantee has granted its prior written consent as hereinafter provided, for the purpose of:

(i) maintaining and repairing or, with the prior written consent of the Grantee, constructing or renewing or enlarging sidewalks, and walkways (in this Agreement referred to as the "Traffic Area") in, upon, over or through the Perpetual Right-of-Way, together with drains, curbs, signs, as may be deemed necessary or expedient, and

(ii) maintaining and repairing or, with the prior written consent of the Grantee, constructing, renewing or enlarging such landscaped areas and facilities (in this Agreement referred to as the "Landscape Area") in, upon, over or through the Perpetual Right-of-Way as may be deemed necessary or expedient.

(b) to maintain and repair or, with the prior written consent of the Grantee, to construct, renew or enlarge a Traffic Area or a Landscape Area, in, upon, over or through the Perpetual Right-of-Way as may be deemed necessary or expedient;

(c) to enter, go, pass and repass upon, across and along the Perpetual Right-of-Way at any time, day or night;

(d) to erect, maintain, repair and replace from time to time such signage and security gates and facilities as the Grantor shall require to ensure that no members of the general public may have access to the Perpetual Right-of-Way from sundown to sunrise each day.

4.1 The Grantee covenants and agrees with the Grantor that:

(a) the Grantee shall indemnify and save harmless the Grantor for damage done to any buildings on the lands of the Grantor by reason of the exercise by the Grantee of the rights hereby granted, and from any loss or damage resulting from bodily injury to or the death of officers, invitees, licensees, employees, servants or agents of the Grantor arising from the Grantee's operations or use by the Grantee of equipment of any kind on any part of the lands of the Grantor PROVIDED THAT this indemnity shall not in any way whatsoever include or be deemed to include any loss, damage, costs, actions or suites which the Grantor may suffer or incur or be put to arising out of or in connection with the use and enjoyment of the Perpetual Right-of-Way by any person other than the Grantee, and

(b) if the Grantee, for the purpose of performing any work which it may undertake, removes or breaks up the surface or any other surfacing material, it shall restore same to the condition prior to the entry thereon by the Grantee.

4.2 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the lands of the Grantor, and with respect only to that portion of the lands of the Grantor of which the Grantor shall be seized or in which shall have an interest, but that the lands of the Grantor, nevertheless, be and remain at all times changed herewith.

4.3 If, at the date thereof, the Grantor is not the sole registered owner of the lands of the Grantor, this Agreement shall likewise extend to such after-acquired interests.

4.4 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint.

4.5 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

4.6 This Agreement shall not be released or discharged from the title to the lands without the prior written consent of the Grantee had and obtained.

4.7 As evidence of their agreement to be bound by the terms of this Indenture the parties hereto have executed the Land Title Act Form C which is attached hereto and which forms part of this Agreement.

SCHEDULE "A"

Legal Description

Lot 1, Sections 1 and 2, Township 25, District Lots 134 and 5225
Osoyoos Division Yale District
Plan KAP _____

PLAN OF STATUTORY RIGHT OF WAY IN LOT 1 PLAN KAP SEC.s 1 AND 12, TP. 25, D.L.s 134 AND 5225, O. D. Y. D.

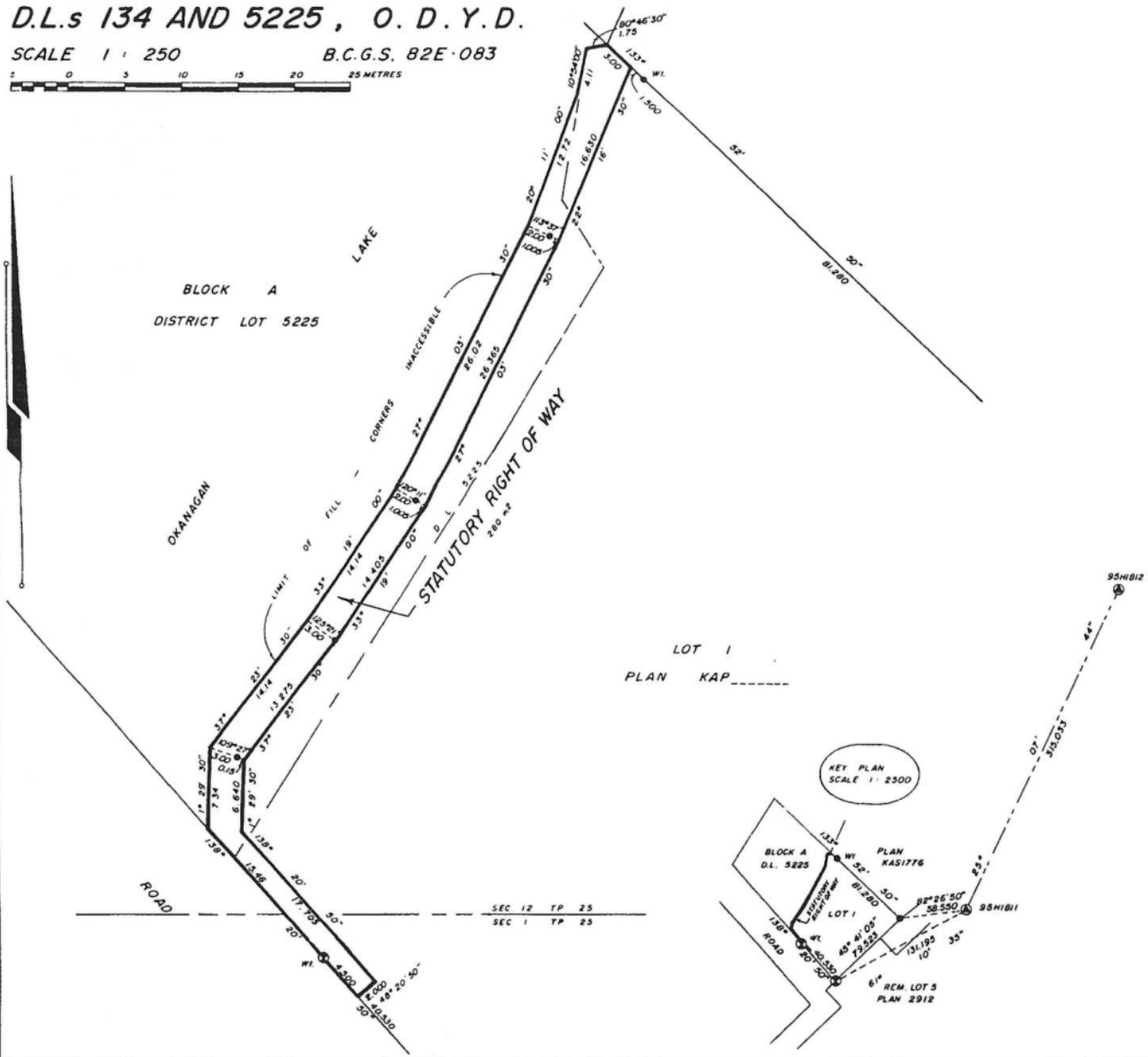
SCALE 1 : 250 B.C.G.S. 82E·083

0 5 10 15 20 25 METRES

PLAN KAP _____

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C.
THIS DAY OF , 199

REGISTRAR



THIS PLAN LIES WITHIN THE CENTRAL OKANAGAN REGIONAL DISTRICT

LEGEND

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS 95H1B11 AND 95H1B12

ALL DISTANCES ARE IN METRES

- STANDARD IRON POST FOUND
- STANDARD CAPPED POST FOUND
- CONTROL MONUMENT FOUND

THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES PRIOR TO COMPUTATION OF U.T.M. COORDINATES MULTIPLY BY COMBINED FACTOR 0.9999416

INTEGRATED SURVEY AREA No. 4 - CITY OF KELOWNA

I, J. E. ARTHUR, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF KELOWNA IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 18th DAY OF MAY, 1959

J. E. Arthur
B.C.L.S.

J.E. ARTHUR AND ASSOCIATES
B. C. LAND SURVEYORS
2653 MONFORD ROAD, KELOWNA, B.C.
PHONE / FAX 762-9262 V1V 2G4

FILE 5075-3

SCHEDULE "B"

CONSENT AND PRIORITY AGREEMENT

WHEREAS the Royal Bank of Canada (the "Chargeholder") is the holder of a mortgage which was registered in the Kamloops Land Title Office under number KM69713 as extended by No. _____ (collectively the "Charge") encumbering lands described in the attached Statutory Right-of-Way.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached Right-of-Way Agreement and the Chargeholder hereby agrees that the Statutory Right-of-Way shall be binding upon its interest in and to the lands described in the Statutory Right-of-Way.

2. The Chargeholder hereby grants to the transferees described in Item 6 of Part 1 of the Form C above priority for the Statutory Right-of-Way over the Chargeholder's right, title and interest in and to the lands described in the Statutory Right-of-Way, and the Chargeholder does hereby postpone the Charge and all of the right, title and interest thereunder to the Statutory Right-of-Way as if the Statutory Right-of-Way had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing the Form C above on the date set out therein.

END OF DOCUMENT

British Columbia
Assets and Land Corporation

File: 3404721 and 3409518

November 25, 1999

R93 Enterprises Ltd.
Eldorado Hotel
500 Cook Road
Kelowna BC V1W 3G9

Attention: Jim Nixon

Thank you for your letter dated November 1, 1999. I apologize for not responding sooner however, your letter seems to have gotten misplaced in our recent move.

The sketch that you refer to as stating that Block B contains 313 square metres actually reads 515 square metres. The quality of the sketch is poor and has been copied numerous times therefore distorting the numbers. The approved survey plan as prepared by J.E. Arthur and completed on May 18, 1999 states that the fill area, Block B , is 379 square metres, see approved copy attached.

In a telephone conversation with Drew Frymire on January 12, 1999 you were advised that no allowance would be made for the survey costs.

We have reviewed the numbers as outlined in our fax to you dated October 20, 1999 and we have miscalculated the areas. The new calculations are as follows:

Adjusted Fill Area Purchase Price

- area of fill encumbered by walkway R/W calculated at $27.5/m2 X 200 m2 = $5500.00
- area of fill not encumbered by walkway R/W calculated at $55.00/m2 X 179 m2= $9845.00
- Total purchase price = $15,345.00 ($5500.00 + $9845.00)

Adjusted Fill Area Back Rental for past 5 years

- area of fill encumbered by walkway R/W calculated at 200 m2 X $27.5 X 5% = $275.00 per annum
- area of fill not encumbered by walkway R/W calculated at 179 m2 X $55.00 X 5%= $492.00 per annum
- Total back rental for fill = $3835.00 ($275. 00 + $492.00 X 5 years)

Southern Interior Region - Kamloops Office: 145 3rd Avenue, Kamloops BC V2C 3M1
Phone: (250) 377-7020 Fax: (250) 377-77360

In view of the above the following is payable:

Purchase Price	$15,345.00
Documentation Fee.....	150.00
Occupational Rent.....	3,835.00
Modification Fee (3404721).....	100.00
GST (7% X $19,430.00).....	1,360.10
Total	$20,790.10

The above requested must be submitted within 45 days along with a copy of the consolidation plan and easement plan for the public walkway approved by the City of Kelowna.

Also sign all three copies of the modification agreement that was forwarded to you with our letter dated September 21.

If you have any question please call me so that we may finalize this matter within the time frame as outlined above.

Yours truly,

Barb Duncan, A/Senior Examiner
Land Management Division

BD/

Eldorado

HOTEL, BAR & DINING ROOM ~ ON THE LAKE

B.C. ASSETS AND LAND CORPORATION
NOV 04 1999
RECEIVED

November 1, 1999

Drew
Please reply asap
Thx
B

Barb Duncan or Drew Frymire or Bob Brodie
BC Land Assets and Land Corporation
1259 Dalhousie Drive
Kamloops, BC
V2C 5Z5

Dear Barb or Drew or Bob;

It appears that we are narrowing in on the price of consolidating my land in front of the Eldorado. I have a few questions relating to how you have calculated things.

Your document "schedule A" refers to the area of fill as 313 m^2 on the left hand side and 379 m^2 on the right hand side. I also have a document which refers to a figure of 373 m^2.

I have dedicated an easement across my property which amounts to 75 meters +/- across times 3 meters in width or 225 m^2 for a public walkway which appears to fall within the area of fill as referred to in Mr. Brodie's letter of July 9, 1998. Your calculations refer to a pubic walkway dedicaton of 79 m^2.

I was also under the impression that there was some allowance for survey costs within your regulations. Could you please comment on this.

Sincerely yours,

Jim Nixon

500 Cook Road, Kelowna, BC, V1W 3G9 ~ Phone: (250) 763-7500 ~ Fax: (250) 861-4779
www.sunnyokanagan.com/el/

Post-it™ Fax Note 7671E	Date	# of pages ▸ 11
To Drew Freymyer	From Mark Watt	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

KELOWNA

BYLAW NO. 8267

Petroleum Products Storage Tank Bylaw

WHEREAS pursuant to the *Municipal Act* a council may by bylaw, subject to the *Fire Services Act* and regulations, regulate the processing, storing or using of combustibles, chemicals, explosives, inflammable or other dangerous things and may further regulate the construction, installation and operation of tanks, pumps and measuring devices used or intended to be used for the sale, storage or other disposition of gasoline, oil or other inflammable liquid.

AND WHEREAS the Council of the City of Kelowna deems it to be in the public interest to set standards for and to regulate the design, installation, construction, upgrading, operation, maintenance, removal and disposal of underground and above ground storage tank systems containing petroleum products and allied petroleum products.

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

PART 1 - INTERPRETATION

1.1 Purpose and Application

This bylaw applies to the geographical area of the City of Kelowna including land and water. The purpose of this bylaw is to set standards in the general public interest to regulate the processing, storing or using of **petroleum products** and **allied petroleum products** and the design, installation, construction, upgrading, operation, maintenance, removal and disposal of **underground** and **above ground storage tank systems** containing such products.

1.2 Other Statues and Conflicting Regulations

In addition to the provisions of this bylaw, **owners** and **operators** of **petroleum products storage tank systems** shall comply with all other applicable statutes and regulations, including, without limitation, *the Waste Management Act, British Columbia Fire Code, Canada Shipping Act, National Fire Code, and British Columbia Coastal Marina Facility and Operating Standards.* In the event of any conflict between this bylaw and any other statute or regulation the more strict shall apply.

1.3 Definitions and Abbreviations

In this bylaw:

"Abandoned or Abandonment" means a **petroleum products storage tank system** that has not been used for more than two years for the purpose of **handling petroleum products** or **allied petroleum products;**

"Fire Code" means the British Columbia Fire Code as established by regulation pursuant to the *Fire Services Act*;

"Handling" means the storing, transmitting, transporting or distributing of **petroleum products** or **allied petroleum products** and includes putting **petroleum products** into the fuel tank of a motor vehicle, vessel, aircraft or into a container;

"Leak" means any loss of **petroleum products** or **allied petroleum products** because of a defect in **underground** or **above ground storage tank systems**;

"Leak Test or Leak Detection" means a device or method that is capable of detecting **leaks** in **underground** or **above ground petroleum storage tank systems** and includes Levels 1, 2, 3 or 4 **leak detection** as defined in and required by the **Codes**;

"Motive Fuel" means any fuel to power a vehicle, aircraft or vessel;

"Operator" means a person who is responsible for the operation of an installation where **petroleum products storage tanks** or **storage tank systems** are located;

"Owner" means any person who has legal ownership or has been assigned the custody or control or management of a **petroleum products storage tank** or **storage tank system.** For the purposes of this Bylaw the **Owner** of the lands in or on which an **underground** or **above ground storage tank system** is located shall be deemed to be the **Owner** of the **storage tank system** unless the **Owner** of the lands satisfies the **City** to the contrary;

"Petroleum Product" means a single product or a mixture of at least 70 percent hydrocarbons refined from crude oil with or without additives that is used or could be used as a fuel, lubricant, **motive fuel** or power transmitter. Without restricting the foregoing such products include gasoline, diesel fuel, aviation fuel, kerosene, naphtha, lubricating oil, fuel oil, engine oil and **used oil**;

"Service Station" means any premises at which **petroleum products** or other **motive fuels** are put into the fuel tanks of vehicles, aircraft or vessels;

"Site" means a lot or property upon which there is located or intended to be located on or more **petroleum products storage tanks** or **storage tanks systems**;

"Storage Tank" means a closed container with a capacity of more than 230 litres that is designed to be installed either underground or above ground in a fixed location for the storage of **petroleum products** or **allied petroleum products**;

"Storage Tank System" means an **underground** or **above ground storage tank system**;

"U.L.C." means Underwriters Laboratories of Canada;

"Underground Storage Tank" means a **storage tank** that is partially or completely buried by or covered with earth, backfill or concrete;

PART III -UNDERGROUND STORAGE TANKS

3.1 Design, Construction and Installation of Underground Storage Tank Systems

The design, construction and installation of **underground storage tank systems** containing **petroleum products** and **allied petroleum products** shall be in accordance with the **CCME Underground Storage Tank Code** and the **Fire Code**.

3.2 Approval to Construct Storage Tank systems

No person shall construct or cause to be constructed, installed, operated or **altered** an **underground storage tank system** without first obtaining a **Building Permit**.

3.3 Site Requirements

Underground storage tanks shall not be located above underground utilities of any kind including, without limitation, water, storm or sewer lines, gas lines, telephone or television cable.

3.4 U.L.C. Label

All **underground storage tanks** shall be **certified** prior to installation.

3.5 Leak Detection

All **underground storage tanks** including piping shall be tested for **leaks** and shall contain such **leak detection** devices and methods required by the **CCME Underground Storage Tank Code**.

3.6 Record Keeping

a. Every **Owner** or **Operator** or an **underground storage tank system** shall maintain the following records:
   i. **Leak detection** test results including line **leak testing** and precision **leak tests**.
   ii. Inventory control records in accordance with the **Fire Code**.

b. Every **Owner** or **Operator** of an **underground storage tank system** shall maintain such further records as required by the **CCME Underground Storage Tank Code**.

3.7 Operation and Maintenance

Every **Owner** or **Operator** of an **underground storage tank system** shall operate and maintain the **underground storage tank system** in accordance with the **CCME Underground Storage Tank Code**.

3.8 Alteration

The **alteration** of an **underground storage tank system** must be in accordance with the **CCME Underground Storage Tank Code**.

b. Every **Owner** or **Operator** of an **above ground storage tank system** shall maintain such further records as required by the **CCME Above Ground Storage Tank Code**.

4.7 Operation and Maintenance

Every **Owner** or **Operator** of an **above ground storage tank system** shall operate and maintain the **above ground storage tank system** in accordance with the **CCME Above Ground Storage Tank Code**.

4.8 Alteration

The **alteration** of an **above ground storage tank system** must be in accordance with the **CCME Above Ground Storage Tank Code**.

4.9 Handling

The **handling** of **petroleum products** or **allied petroleum products** involving an **above ground storage tank system** must be in accordance with the **Fire Code** and the **CCME Above Ground Storage Tank Code**.

4.10 Removal

All **abandoned storage tank systems** shall be removed. Prior to removal the **Owner** or **Operator** shall provide all available **site** investigation information to the **City** and shall apply for a **Building Permit**. During tank removal the **Owner** or **Operator** shall arrange for a **Building Inspector** to be present. Removal of an **above ground storage tank** must be performed in accordance with the **Fire Code** and the **CCME Above Ground Storage Tank Code**.

PART V - MARINE FUELLING FACILITIES

5.1 Application

All **service stations** operating as a marine fuelling facility must comply with this bylaw.

5.2 Approval to Construct Marine Fuelling Facility

No person shall install or operate a marine fuel **service station** facility without first obtaining a **Building Permit**.

5.3 Site Regulations

All Marine Fuelling Facilities shall be located in accordance with the **Fire Code** and the *British Columbia Coastal Marina Facility and Operating Standards* for environmentally sensitive sites.

5.4 U.L.C. Label

All Marine Fuelling Facilities shall be **certified** prior to installation.

5.12 Monitoring

a. **Leak Detection.** All **storage tanks** including piping must be tested for **leaks** at the time of installation. A **leak test** shall be performed at least annually. A **leak test** must be performed when inventory records indicate losses greater than 0.5 percent of monthly tank throughput or when five consecutive loss/gain computations show a loss.

b. **Record Keeping.** Every **owner** or **operator** of a marina fuelling system shall maintain the following records
   i. **Leak detection** test results including line testing and all **leak tests**;
   ii. inventory control records in accordance with the **Fire Code**.
   iii. such further records as required by the **Codes**.

5.13 Operation and Staff Training

All staff must be fully trained in the operation of the facility and training must include spill prevention, containment and control. Only properly trained personnel shall dispense fuel. Self-serve operations are prohibited.

PART VI - GENERAL

6.1 Offence

A person who contravenes any provision of this bylaw commits an offence each day the contravention occurs.

6.2 Penalty

Every person found guilty of an offence against this bylaw shall be liable for a fine not exceeding $10,000.00 for each offence and the costs of prosecution.

6.3 Severability

If a section, subsection, paragraph, subparagraph, or phrase of this bylaw is for any reason declared invalid by a court of competent jurisdiction the decision shall not affect the validity of the remaining portions of this bylaw.

6.4 Enactments

Any enactment referred to herein is a reference to an enactment of Canada or British Columbia and regulations thereto as amended, revised, consolidated or replaced from time to time and any bylaw referred to herein is a reference to an enactment of the Council of the **City** as amended, revised, consolidated or replaced from time to time.

6.5 Effective Date

The effective date of this bylaw shall be the date of adoption.

3404721

CITY OF KELOWNA--FAX TRANSMISSION

PLANNING DEPARTMENT
1435 WATER ST., KELOWNA, B.C. V1Y 1J4
TELEPHONE (250) 862-3304 FAX (250) 862-3320
DIRECT LINE (250) 862-3339 ext 464

DATE: April 21, 1998 ORIGINATOR: Mardelle Corbett

NAME: Barb Duncan, MOELP, Crown Lands Branch

COMPANY:

NUMBER OF PAGES: 12 (INCLUDING THIS PAGE)

SPECIAL NOTES / INSTRUCTIONS:

Please find attached the Advisory Planning Commission (APC) report and letters of recommendation from the APC for your records. If you have any questions, please do not hesitate to contact Andrew Bruce at 862-3339 local 206.

M Corbett

Mardelle Corbett
Planning and Development Clerk

CONFIDENTIALITY CAUTION : This message is intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, or the agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original transmission to us by mail without making a copy. Thank you.

IF YOU DO NOT RECEIVE THIS ENTIRE FAX TRANSMISSION PLEASE CALL

DESTINATION FAX NUMBER: **(250) 828-4000**

Item 1.2a

CITY OF KELOWNA

MEMORANDUM

April 8, 1998
File No. (3360-20) **TA98-003 AND DP98-10,011**

TO: Advisory Planning Commission

FROM: Planning & Development Services Department

SUBJECT: APPLICATION NOS. TA98-003 AND DP98-10,011 OWNER: R93 ENTERPRISE

AT: 500 COOK ROAD APPLICANT: JIM NIXON

PURPOSE: (1) TO AMEND THE C-9a ZONE TO ALLOW MARINE FUEL FACILITIES AND MARINE SANI-DUMP FACILITIES AS SECONDARY PERMITTED USES;
(2) TO AUTHORIZE A DEVELOPMENT PERMIT FOR ADDITIONS TO THE EXISTING DOCK FACILITY TO ACCOMMODATE MARINE FUEL FACILITIES AND MARINE SANI-DUMP FACILITIES

EXISTING ZONE: C-9a (HOTELS-MOTOR HOTELS)

PROPOSED ZONE: C-9a (HOTELS-MOTOR HOTELS) AS AMENDED

REPORT PREPARED BY: ANDREW BRUCE

SEE ATTACHED FACT SHEET FOR COMPLETE APPLICATION DETAILS

1.0 SUMMARY

The applicant is requesting an amendment to the C-9a (Hotels-Motor Hotels) zone to permit the storage and sale of marine gas (Marine Fuel Facilities), and for the provision of marine sani-dump facilities as secondary uses. The applicant has also applied for a Development Permit to facilitate construction of an additional building on the existing dock intended to accommodate the proposed marine fuel facilities and marine sani-dump facility.

2.0 BACKGROUND

2.1 The Proposal

The applicant has been seeking permission for marine gas sales at the Hotel Eldorado for some considerable period of time. Discussions with Planning staff was one of the elements contributing to the rationale leading to the creation of Water Zones in the proposed new zoning bylaw. The draft of the new bylaw proposes to incorporate a designation for a W2 (Intensive Water Use) zone intended to permit marine fuel facilities and marine sani-dump facilities as secondary uses. The draft bylaw contemplates that a condition of use for marine fuel facilities will be the requirement that a marine sani-dump facility must be provided as well as public washroom facilities.

Discussions with Planning staff and the City's Environmental Coordinator have determined that these facilities could be considered acceptable uses for hotels and motor hotels where such uses are developed along the Lake Okanagan waterfront. The development permit portion of the subject application will ensure that the facilities are developed in accordance with the current shore zone policies, and that the proposed development meets the City's environmental policies for development adjacent to Lake Okanagan.

The City's Petroleum Products Tank Storage Policy has recently been amended to acknowledge that fuel tanks may be located closer to bodies of water where fuel tanks are intended for marine fuel facilities. Other technical and environmental issues remain to be addressed as the applicant must yet provide detailed engineering designs for the proposed facilities, as well as meeting the licensing requirements for marine fuel and marine sani-dump facilities of the Crown Lands branch of the Ministry of Environment, Lands and Parks. Initial discussions with the Crown Lands branch indicate that the existing dock is not appropriately licensed, and is, therefore, in arrears.

2.2 Text Amendments to the C-9a Zone

The applicant's proposal to provide Marine Fuel Facilities and Marine Sani-Dump Facilities as a permitted secondary use in the C-9a zone will require the following amendments to Zoning Bylaw No. 4500, 1976:

PART 1 – DEFINITIONS

The following definitions must be added:

Marine Fuel Facility means a fuelling station containing pump facilities. No portion of the premises shall be used for the sale of any product other than fuel and motor products required for the operation of marine equipment or convenience retail products for the boating public. Gas sales shall not include services related to repairs, oil changes, or greasing.

Marine Sani-Dump Facilities means a facility used to dispose of wastes accumulated by boats and other water vessels.

SECTION 309A.2 – SECONDARY USES PERMITTED (C-9a Zone)

The following secondary uses must be added to the C-9a zone:

309A.2.13 Marine Fuel Facilities

309A.2.14 Marine Sani-Dump Facilities

309A.2.15 Storage Tanks for Marine Fuel Facilities

SECTION 309A.3 – CONDITIONS OF USE (C-9a Zone)

The following conditions of use must be added to the C-9a zone:

309A.3.7 Marine fuel facilities shall provide holding tank pump-out facilities (marine sani-dump) and public restroom facilities.

309A.3.8 Storage tanks for marine fuel facilities must be located in accordance with the City of Kelowna Petroleum Products Tank Storage Policy.

309A.3.9 Marine fuel facilities and marine sani-dump facilities shall be development in accordance with the City of Kelowna Shore Zone Policies and under the appropriate licensing by the Ministry of Lands and the Ministry of Environment, Lands and Parks.

2.3 Development Permit Requirements

The applicant has also submitted an application for a Development Permit to address two issues. The first issue requires that the marine fuelling facility must be developed in accordance with sound environmental techniques. The applicant must have the entire system, including the tank storage, the fuel delivery system and the pumping facilities, designed and endorsed by a certified Professional Engineer. The design will also address spillage control and emergency shut-off and containment systems.

The second issue requires that the Development Permit address the actual construction of buildings and structures on the existing dock facility, in order to accommodate the marine fuel facility and the marine sani-dump facility. The site plans submitted to date indicate that one new building will be added near the end of the existing dock to contain the pumping facility, and that an archway structure will be added to provide a visual link between the existing building and the proposed building. The site plan as submitted does not include the existing floats which are used for private moorage, nor the existing covered structure at the northwest end of the existing dock. In the event that the floats are intended to be retained, the site plan should be amended accordingly. The covered structure is not consistent with the City of Kelowna current policies for dock structures and may well be required to be removed as a condition of the issuance of the new dock license by the Crown Lands branch of the Ministry of Environment, Lands and Parks.

Current City policy also requires that dock structures should not impede public access along the foreshore. At present, there is an existing boardwalk constructed along the foreshore used by the Hotel Eldorado for seasonal outdoor dinning. The boardwalk is accessible at the south end from the hotel parking lot and the adjacent City of Kelowna boat launch facility (Cook Road Boat Launch). The Manteo Beach Resort is located adjacent to the north end of the boardwalk and there is an existing public access agreement with the Manteo Beach Resort that provides for public access during daylight hours. The Manteo Beach Resort controls security of the public route of access during non-daylight hours. A similar type of agreement would be required to address public access for the boardwalk along the lakeshore frontage at the Eldorado.

2.4 Site Context

The subject property is currently developed as the Hotel Eldorado. Adjacent zones and uses are, to the:

North - C-9 (Motels) – Manteo Beach Resort
East - P-1 (Public Administration, Service and Assembly) – Cook Road Boat Launch Facility
South - Cappozi Road (actual boat launch) and R-1 (Single Family Residential-Low Density)
West - Lake Okanagan

2.5 Current Development Policy

2.5.1 Kelowna Official Community Plan

The current Official Community Plan designates the future land use for the subject property as Tourist Commercial and the existing development is consistent with the OCP designation.

Section 2.29 of the Official Community Plan addresses the current Lake Okanagan Shore Zone Policies. Several of the policies relate to the proposed development, including the following:

2.29.28 **Sani Dump Facilities.** When needed, permit private sector provision of sani-dump facilities, where such can be provided in an environmentally sound manner and if no privately funded operation is available, consider assisting in the funding of a community sani-dump facility.

2.29.29 **Marine Gas Facility.** Permit, in appropriately zoned commercial area, another marine gas facility provided that environmental issues can be addressed.

2.29.33 **License Renewal where Docks Block Access.** Discourage Crown lands from renewing license agreements for docks which impede public access to the foreshore. If the City assumes control over license agreements, renew only those licenses covering docks that do not block public access to the foreshore.

The OCP also acknowledges that the basis for dock approvals should be based on the Ministry of Environment, Lands and Parks "Private Moorage Guidelines".

2.5.2 K.L.O./South Pandosy Sector Plan

The K.L.O./South Pandosy Sector Plan identifies the future land use of the subject property as Tourist Commercial.

3.0 PLANNING COMMENTS

The Planning & Development Services Department is generally supportive of the proposed text amendments, and the proposed marine fuel and sani-dump facilities. However, a number of issues remain to be resolved and include the following:

1. The site plans do not accurately show the existing dock facilities and the City has been made aware that the applicant does not have an appropriate dock license for the existing dock structure. The applicant must provide the City with an accurate site plan that indicates the proposed dock structure complete with the proposed new marine fuel and sani-dump facilities. The City will then forward the plans to the Crown Lands branch of the Ministry of Environment, Lands and Parks in Kamloops for their review. The applicant is encouraged to contact the Crown Lands branch to resolve the outstanding licensing issues in advance. The Planning & Development Services Department will not forward the applications to Council for final approval until the Crown Lands branch has confirmed that the appropriate license has been approved.

2. In order to ensure that the marine fuel facility and marine sani-dump facility are constructed in an environmentally sound manner, complete engineering design drawings must be submitted to the City of Kelowna for review by the City's Environmental Coordinator.

3. A public route of access will need to be secured along the existing boardwalk situated on the foreshore between Manteo Beach Resort to the north and the Cook Road Boat Launch facility to the south.

F.B. Pritchard, B. Arch, MCP, MRAIC
Current Planning Manager

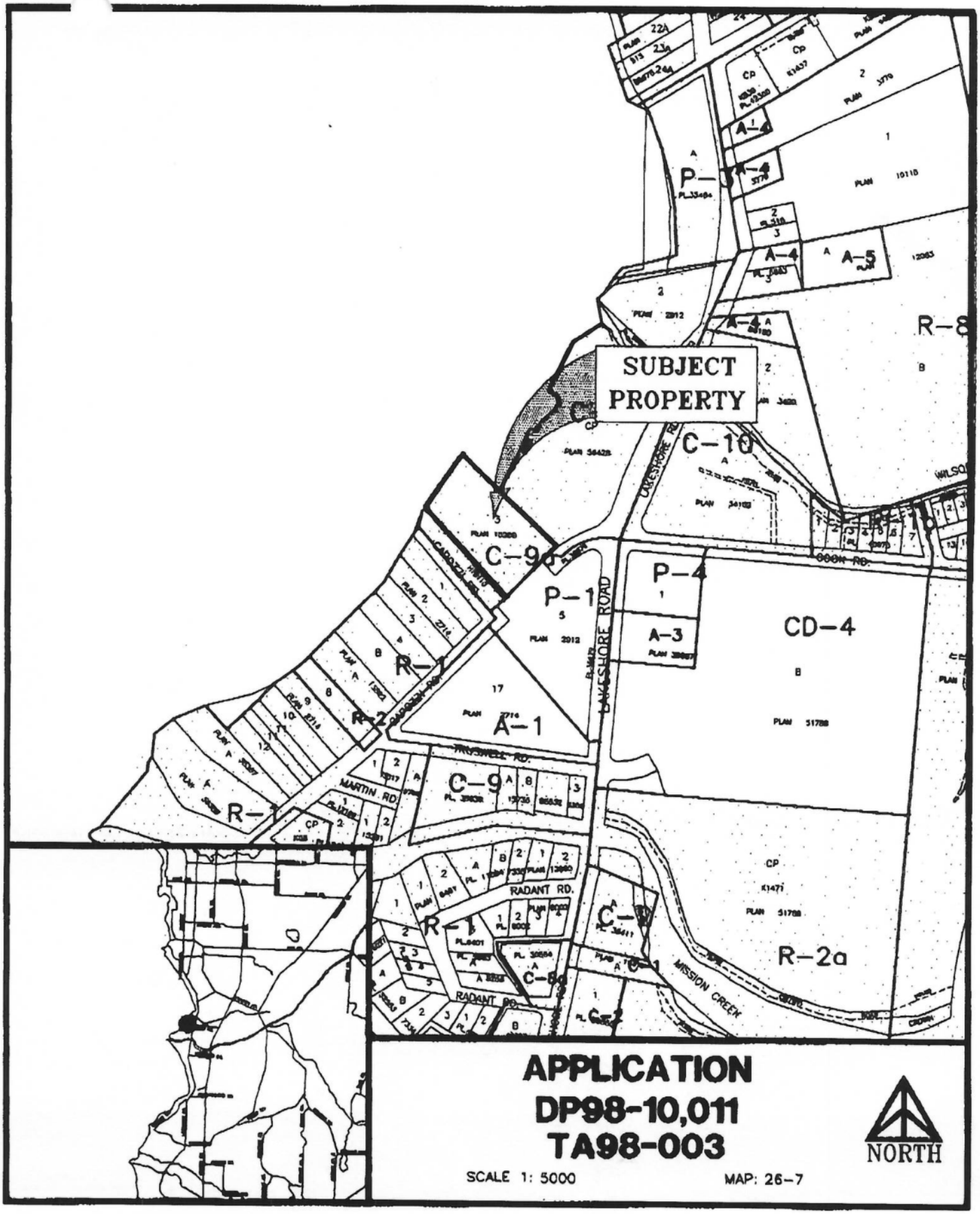
Approved for inclusion

R.L. (Ron) Mattiussi, ACP, MCIP
Director of Planning & Development Services

AB/bn
Attach.

FACT SHEET

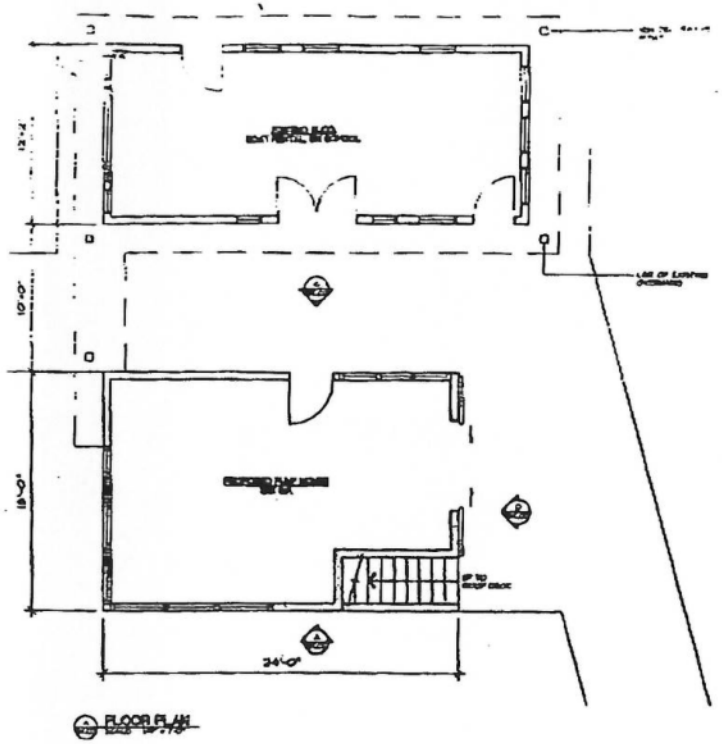
1.	**APPLICATION NO.:**	TA98-003 and DP98-10,011
2.	**APPLICATION TYPE:**	Text Amendment and Development Permit
3.	**OWNER:**	Jim Nixon R93 Enterprise 500 Cook Road Kelowna, BC V1W 3G9 763-7500/861-4779
	• **ADDRESS** • **CITY** • **POSTAL CODE** • **TELEPHONE/FAX NO.:**	
4.	**APPLICATION PROGRESS:**	
	Date of Application:	February 3rd, 1998
	Date Application Complete:	March 30th, 1998
	Servicing Agreement Forwarded to Applicant:	N/A
	Servicing Agreement Concluded:	N/A
	Staff Report to APC:	April 8th, 1998
	Staff Report to Council:	N/A
5.	**LEGAL DESCRIPTION:**	Lot 3, D.L. 134, O.D.Y.D., Plan 15208 Except Plan H18110
6.	**SITE LOCATION:**	West end of Cook Road, adjacent to Cook Road Boat Launch facility
7.	**CIVIC ADDRESS:**	500 Cook Road
8.	**EXISTING ZONE CATEGORY:**	C-9a (Hotels-Motor Hotels)
9.	**PROPOSED ZONE:**	C-9a (Hotels-Motor Hotels) as amended
10.	**PURPOSE OF THE APPLICATION:**	To amend the C-9a zone to permit Marine Fuel Facility and Marine Sani-Dump Facility and to receive approval of a development permit to construct the necessary buildings and structure to accommodate the proposed use.
11.	**DEVELOPMENT PERMIT MAP 13.2 IMPLICATIONS**	
	(b) Natural Environment/Hazardous Condition DP Area	Development adjacent to Lake Okanagan
	(c) General Commercial	Addition of Marine Fuel Facility and Marine Sani-Dump Facility to the Hotel Eldorado


SUBJECT PROPERTY
C-10
C-9a
P-1
P-4
A-3
CD-4
A-1
C-9
R-1
R-2
R-2a
R-8
OSOYOOS LAKE
LAKESHORE ROAD
TRUSWELL RD.
MARTIN RD.
RADANT RD.
MISSION CREEK
APPLICATION
DP98-10,011
TA98-003
SCALE 1: 5000
MAP: 26-7
NORTH

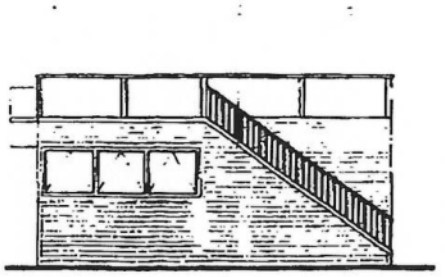
APR 21 '98 09:36 2508623314 INSPECTION SERVICS PAGE 02

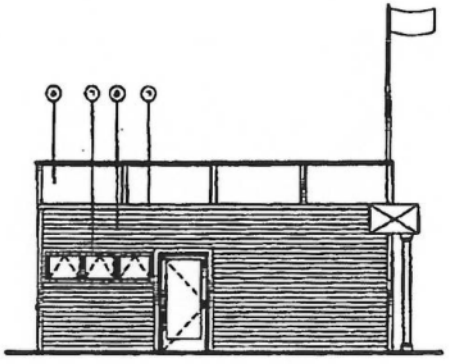
DP18-003

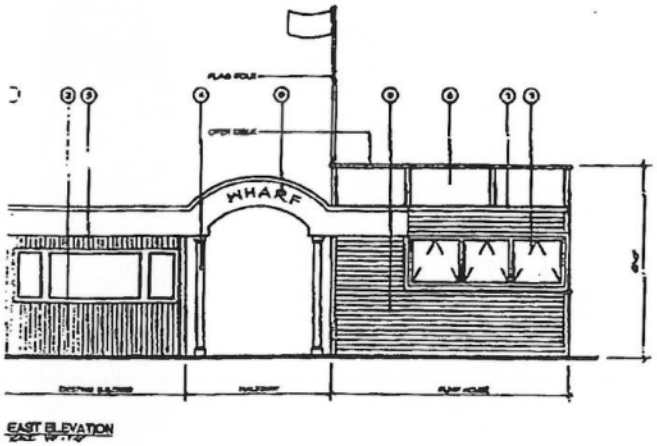
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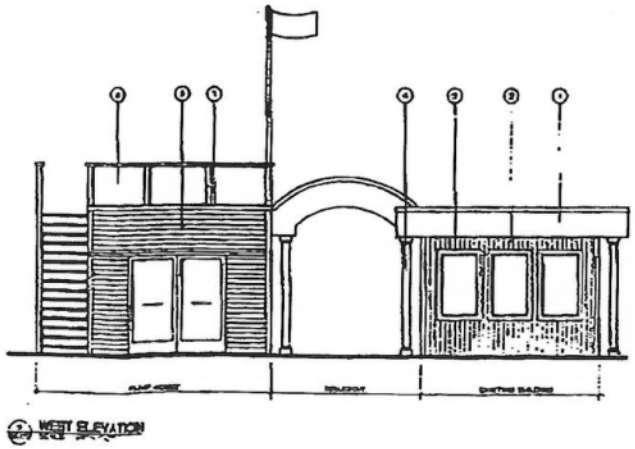












Associates

PROPOSED FLOAT HOUSE
HOTEL ELDORADO
KELOWNA BRITISH COLUMBIA
FLOOR PLANS & ELEVATIONS

SCALE: 1/4" = 1'-0"

DP98-10,011
DCP98-003

453 P10/13 APR 21 '98 08:35
2508623314 PAGE 10

City of Kelowna

Planning and Development Services

1435 Water Street
Kelowna, B.C. V1Y 1J4
Tel: (250) 862-3304
Fax: (250) 862-3320

21 April 1998

3360-20 (TA)

R93 Enterprises Ltd.
500 Cook Road
KELOWNA, BC
V1W 3G9

Attention: Mr. Jim Nixon

Dear Sir:

Subject: TEXT AMENDMENT NO. TA98-003, R93 ENTERPRISES LTD. (JIM NIXON),

The above-noted application was reviewed by the Advisory Planning Commission at the meeting of April 14, 1998 and the following recommendation was passed:

> **That The Advisory Planning Commission Supports Text Amendment No. Ta98-003 (R93 Enterprises Ltd.).**

Please note that this recommendation, as part of the minutes of the April 14, 1998 meeting, will be formally ratified at the Advisory Planning Commission's next meeting of May 12, 1998. Your attendance is not required at this meeting.

The Advisory Planning Commission's recommendation is not the final approval of your application. The Planning & Development Services Department, upon receipt of comments from the technical agency circulation, will forward a report to the Municipal Council stating the Planning & Development Services Department's recommendation along with the Advisory Planning Commission recommendation. Council will make the final decision on whether or not to approve the application.

If you have any further questions, please contact Andrew Bruce in the Planning & Development Services Department at City Hall at 862-3339, Local 206

Yours truly,

Andrew Bruce

Andrew Bruce
Planning & Development Officer

mac

City of Kelowna

Planning and Development Services

1435 Water Street
Kelowna, B.C. V1Y 1J4
Tel: (250) 862-3304
Fax: (250) 862-3320

21 April 1998

3060-20 (DP)

R93 Enterprises Ltd.
500 Cook Road
KELOWNA, BC
V1W 3G9

Attention: Mr. Jim Nixon

Dear Sir:

Subject: DEVELOPMENT PERMIT APPLICATION NO. 98-10,011,
R93 ENTERPRISES LTD. (JIM NIXON)

The above-noted application was reviewed by the Advisory Planning Commission at the meeting of April 14, 1998 and the following recommendation was passed:

THAT the Advisory Planning Commission supports Development Permit Application No. 98-10,011 (R93 Enterprises Ltd. - 500 Cook Road) subject to:

1. **Resolution of the dock licensing issue;**
2. **Resolution of the public access issue;**
3. **Screening of the fuel tanks;**
4. **Provision of an engineering report dealing with the environmental safety issues;**
5. **Location of the public washrooms on the site adjacent to the gas pump facility.**

Please note that this recommendation, as part of the minutes of the April 14, 1998 meeting, will be formally ratified at the Advisory Planning Commission's next meeting of May 12, 1998. Your attendance is not required at this meeting.

The Advisory Planning Commission's recommendation is not the final approval of your application. The Planning & Development Services Department, upon receipt of comments from the technical agency circulation, will forward a report to the Municipal Council stating the Planning & Development Services Department's recommendation along with the Advisory Planning Commission recommendation. Council will make the final decision on whether or not to approve the application.

...2

If you have any further questions, please contact Andrew Bruce in the Planning & Development Services Department at City Hall at 862-3339, Local 206

Yours truly,

Andrew Bruce

Andrew Bruce
Planning & Development Officer

mac

Andrew called Apr 4/98 / he has spoken to Jim Nixon
The city wants to try + help resolve this problem
but would like a summary of events so they
know we're working. Has
preliminary list of items

(CONFIDENTIAL) ---------- Account Inquiry ---------- TASSA33 --

Client Name : R 93 ENTERPRISES LTD. LICENCE
File Number : 3404721 Ten Stat : EXPIRED
Expiry : 90/03/10 Security Act : 1000.00 RA Princ Due: .0
Review : 90/03/10 Pend: .00 Other Due: .0
CLA Project : Blkt: Int Due : .0
Interest to : 98/12/29 Prepaid Rent : 4653.00 GST Due : .0

Date	Reference	Revenue Code	Charge	Payment	Balance
89/05/15	1856-9/00001440	12	150.00		150.00
89/05/15	1856-9/00001440	2	350.00		500.00
89/05/15	1856-9/00001440	PAYMENT		500.00	.00
89/10/26	2036-8/00003040	2	4303.00		4303.00
89/10/26	2036-8/00003040	PAYMENT		4303.00	.00
90/07/31	2338-9/00000669	C612	150.00		150.00
90/07/31	2338-9/00000669	C602	4653.00 (march 90-March 91)		4803.00
90/07/31	2338-9/00000669	C103		4803.00	.00

PF1 RECALC PF2 ..... PF3 ..... PF4 NOTES PF5 TENURE PF6 REVERSE
PF7 BACK PF8 DEFINE PF9 HELP PF10 FORWARD PF11 EXIT PF12 PREV

1991 – 99 = 8 years, not 5!

1. 91-92
2. 92-93
3. 93-94
4. 94-95
5. 95-96
6. 96-97
7. 97-98
8. 98-99

Report of Sept. 20/96 recommended back rental (March 10) for 5 years, i.e. 1991.

****

TO: Regional Director, BC Lands
Thompson Okanagan

FROM: Senior Land Officer

****

Report

****

FILES 1) 3404721 & 2) 3409518 INSPECTION DATE October 17, 1995
AREA 1) .504 ha. & 2) 515 m2 REPORT DATE December 9, 1998
REF. MAP 82 E .83 AIR PHOTO BCC 90029: 038

****

LEGAL DESCRIPTION: DL 5225, ODYD

CLIENT NAME: R 93 Enterprises LTD (Eldorado Hotel)

PURPOSE: Commercial lease for marina purposes, Purchase of filled foreshore and Resolution of rental dispute.

LOCATION: Okanagan Lake - City of Kelowna.

****

Background:

The applicant was originally issued a one year license in 1989 to tenure moorage facilities and to allow filling of the foreshore to accommodate building setbacks for construction of the Eldorado Hotel. The license was to be replaced by a lease pending development completion and subsequent survey. The applicant placed 515 m2 of fill on the foreshore even though approval was given for only 153 m2 of fill. A second license was issued in 1990 pending completion of the survey. Rental for the license was set at $4653.00/annum. Survey was completed in 1991 but no further licenses were issued(?)and so the applicant has not paid rental since 1990. (8 years ago)

The writer completed a review report in 1996 recommending issuance of a 30 year lease with the annual rental calculated for both the fill and moorage components. The applicant has been disputing the rental for the past two years and so a tenure has not been issued and rental remains unpaid.

Bob Brodie, Section Head for the Land Management Branch of BCAL met with Jim Nixon of the Eldorado Hotel on July 7, 1998 and on December 4, 1998 to resolve the rental dispute issue. Purchase of the filled area was identified as an option to address the rental issue. In line with the agreement reached in the December 4, 1998 meeting the marina rental, purchase price, and back rentals for moorage & filled area will be calculated as follows:

Marina Rental: (File 3404721)

1611 lineal feet x $5.00/foot x (5 months) x 3.5% = **$1410.00/annum**

Back rental for past 5 years = **$7050.00** (1410.00 x 5 years)

8 $11,280

.../2

TAS ENT'D DEC 10 1998

Jim Nixon 703-7500

Fill Area Purchase Price: (file 3409518)
Area of fill encumbered by walkway R/W calculated at $27.5/m2 x 200m2 = $5500.00 (see notes on file for rate of $27.5/m2)

Area of fill not encumbered by walkway R/W calculated at $55/m2 x 315m2 = $17325.00(see notes on file for rate of $55/m2)

Total Purchase Price = **$22825.00** ($5500 + $17325)

Fill Area Back Rental For past 5 years:
Area of fill encumbered by walkway R/W calculated at:
200m2 x $27.5/m2 x 5% = $275.00/annum

Area of fill not encumbered by walkway R/W calculated at:
315m2 x $55/m2 x 5% = $866.25/annum

Total Back rental for fill = **$5706.00** ($275.00 + $866.25 x 5yrs) ($1141/annum)

Aboriginal Interests:
Both the foreshore and filled foreshore areas have been developed in a manner which would preclude the exercising of aboriginal rights. It is therefore highly unlikely that First Nations would take an interest in this parcel. The September 1998 consultation guidelines indicate that this land issue does not warrant consultation with First Nations.

Subletting Operation:
The applicant has been subletting a portion of the moorage area to Gary Athens for Houseboat vacations and Water ski school purposes...see attached brochure. Subleasing must receive the prior approval of this office.

Recommendations:

1) File 3404721

Recommend issuance of a 30 year commercial lease over a portion of DL 5225,ODYD for commercial moorage purposes subject to the following:

- lease area as shown outlined in red on attached map;
- Re-survey in conjunction with file 3409901; no such file (3409518)?
- Annual rental of $1410.00 (to be reviewed annually);
- Back rental of $7050.00 for past 5 year period; $11,280
- ~~Applicant submitting development plan for approval by this office;~~ (8) 98-99 N/A as per Drew JAN 29/99
- Prior approval from this office for any subleasing of parcel;
- Applicant purchasing adjacent fill area and paying associated back rental as per file 3409518.

B: How about a 1yr. 40 for survey + $ - we have been stung before

.../3

Recommendations continued...

2) File 3409518

Recommend the applicant be forwarded a sale offer for the filled foreshore portion of DL 5225, ODYD subject to the following:

-Area shown outlined in red on attached map;
-Consolidation by survey with adjacent upland parcel;
-Purchase price of ~~$22550.00~~; 22825
-Back rental of ~~$5637.00~~; 5706.00
-Surveyed R/W being established over portion of subject for public walkway purposes in favour of the City of Kelowna; (shown in Blue)
-Applicant paying outstanding back rental of $7050.00 for commercial moorage tenure on file 3404721;
-Order in council approval or BCAL equivalent;

Note: Purchase price and back rental may vary slightly depending on final survey.

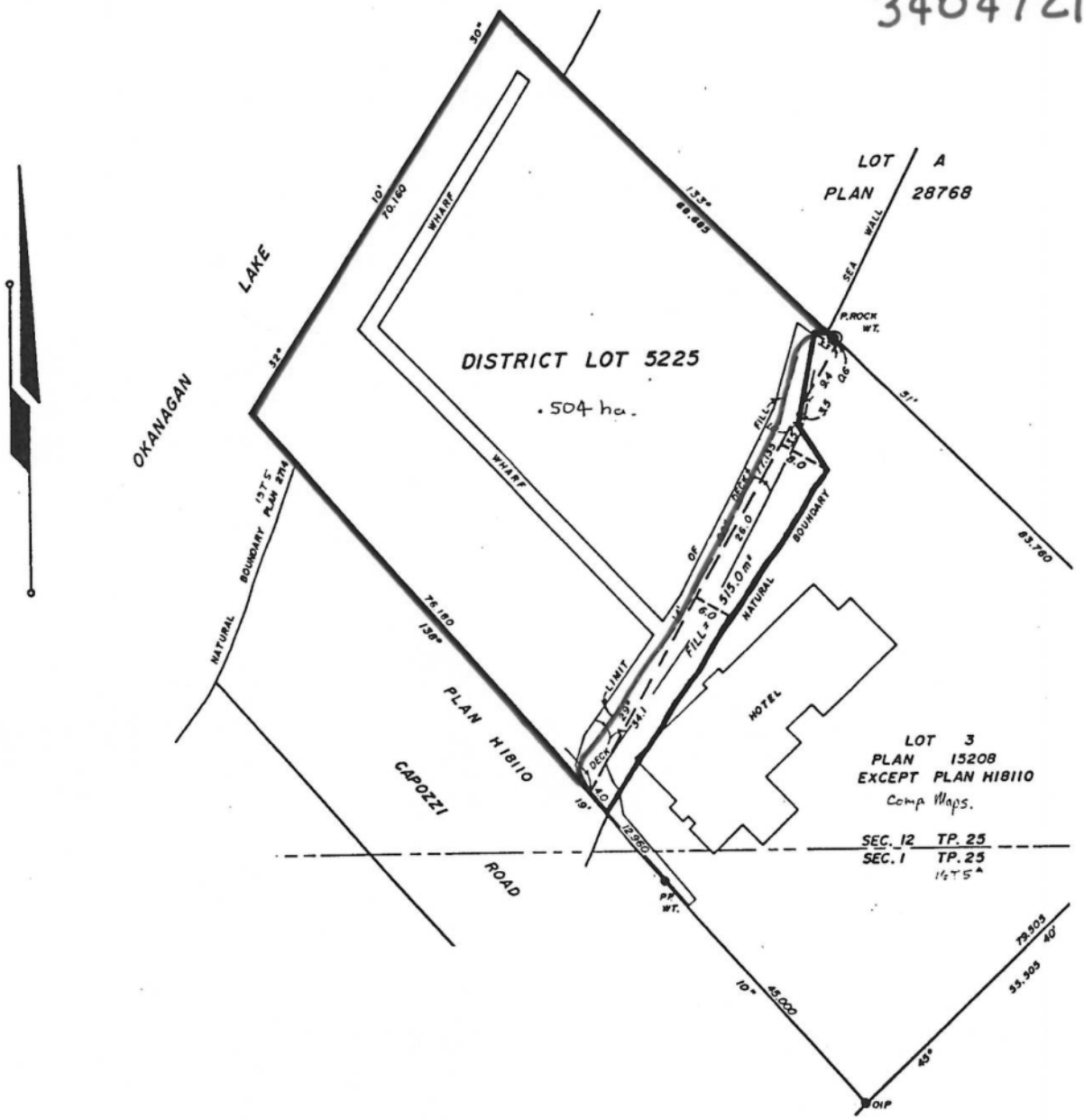
Date: December 9, 1998

Drew Frymire
Land Officer

Annual Rental
For lease over
entire Fill Area : Same as back rental calculations
= $1141.00

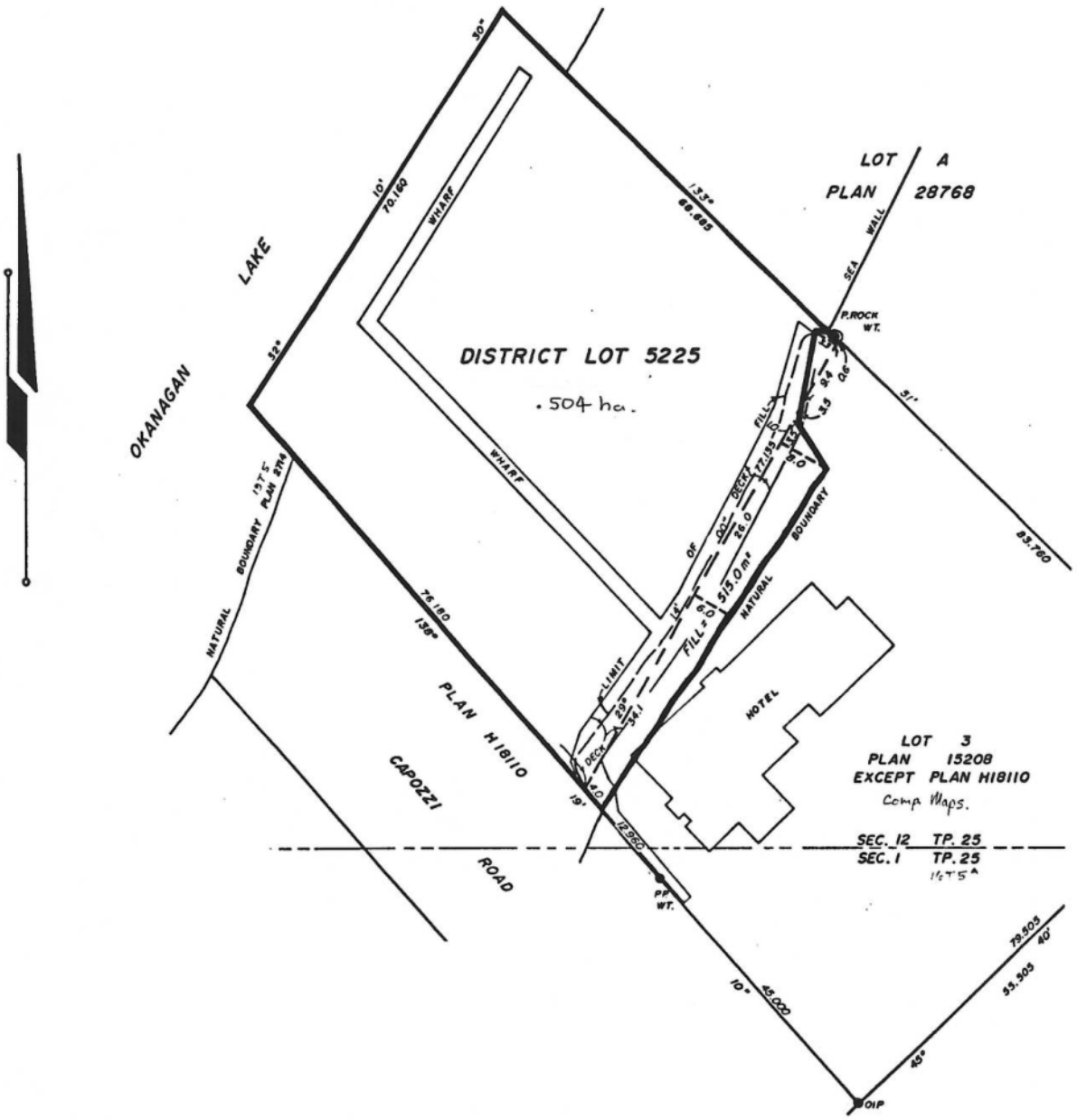
I called Jeff Beddoes DCLs (SG) & asked how this would work for Survey. He advised that DL5225 will become BEKA #6. He said I could request which ever other. So lets name the lease BEKA # FILE BEKB

3404721



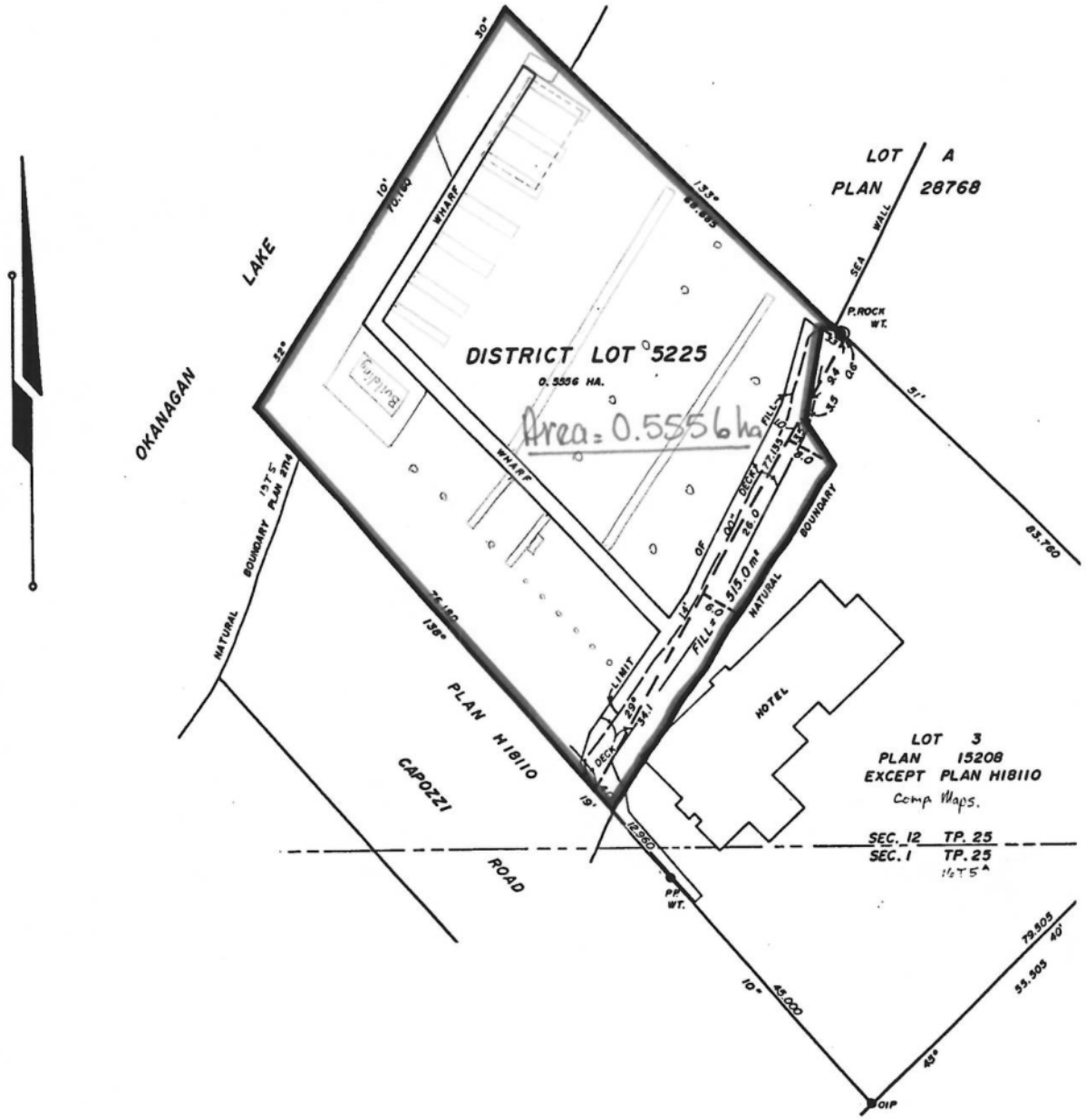
Scale = 1:1000

COMPILED FROM OFFICIAL PLAN T.T. 1542.



Scale = 1:1000

COMPILED FROM OFFICIAL PLAN T.T. 1542.



COMPILED FROM OFFICIAL PLAN T.T.1542.

City of Kelowna

Corporate Services

1435 Water Street
Kelowna, B.C. V1Y 1J4
Tel: (250) 763-6011
Fax: (250) 470-0614

December 2, 1998

File: 0910-20-030-025

MINISTRY OF THE ENVIRONMENT
DEC 7 1998
KAMLOOPS, B.C.

British Columbia Assets & Land Corporation
Southern Interior Region – Kamloops Office
1259 Dalhousie Drive
Kamloops, B.C.
V2C 5Z5

Attention: Mr. Drew Frymire
Land Officer

Dear Mr. Frymire:

Re: Eldorado Hotel – Public Route of Access
Over Foreshore Abutting Lot 3, Plan 15208

Further to your fax of November 9, 1998 the City and the owners have met on sight regarding the area required for a public route of access. There is approximately a 5 metre wide boardwalk over a sloping rock shore. Upland from the boardwalk is some filled foreshore that is fully landscaped and also has a portion of the Hotel encroaching on it. Please refer to the plan and cross section enclosed.

The City would like to obtain a 3 metre wide public access route over that portion of the boardwalk adjacent to the filled upland area. The public access route should line up with the public access right of over the Manteo Beach property immediately to the north (Lot A, Plan KAP56428). The City would like to ensure that the Eldorado Hotel continues to maintain the boardwalk including the area needed for public access and also indemnify the City for all expenses, damages, losses or claims incurred.

Our understanding of the Crown foreshore is that, if the Ministry chooses, the filled foreshore could be surveyed and transferred to the upland owner and consolidated with that property. A right of way could then be registered over that property. However, the City does not want a right of way over this filled area. Because the boardwalk is over Crown foreshore it would be leased under a Licence of Occupation. If so, can you issue a Licence of Occupation to the City of Kelowna for the 3 metres described previously, and a separate Licence of Occupation to the Eldorado Hotel for the additional 2 metres of boardwalk? The City would then issue a sub-licence to the Eldorado Hotel under which they would assume maintenance liability responsibilities but still allow public access during daylight hours.

They did it anyway

Please review the material enclosed and advise Mr. Nixon how you wish to proceed. If a survey is required we expect the owners to incur any costs required to prepare the surveys and register same. Also please advise of any application, licence fees, etc. as we would expect the owner to cover these costs.

Should you have any further questions or wish to meet on site to discuss the matter further please do not hesitate to contact the writer.

Yours truly,

J. Grant
Property Officer
cl

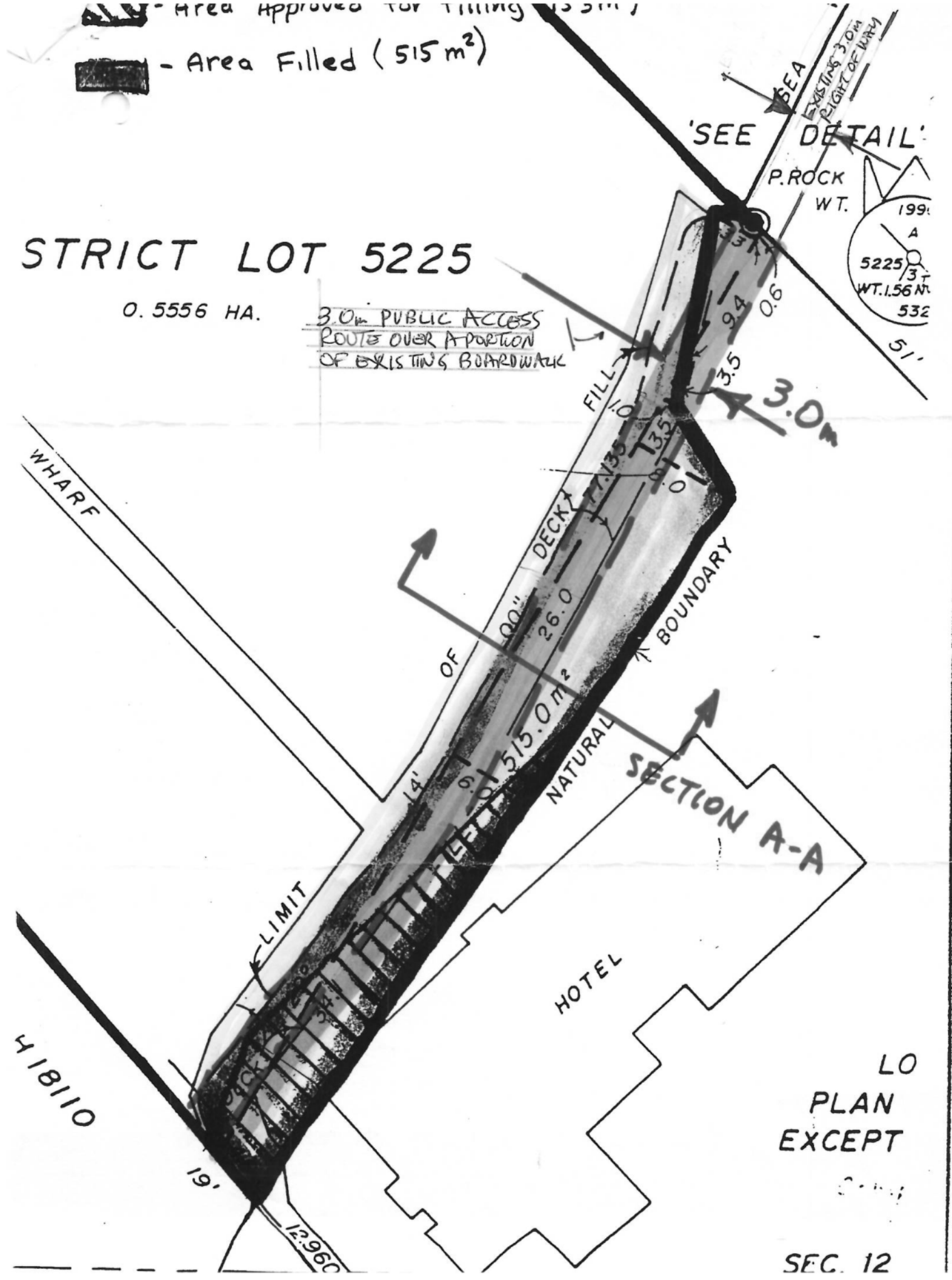
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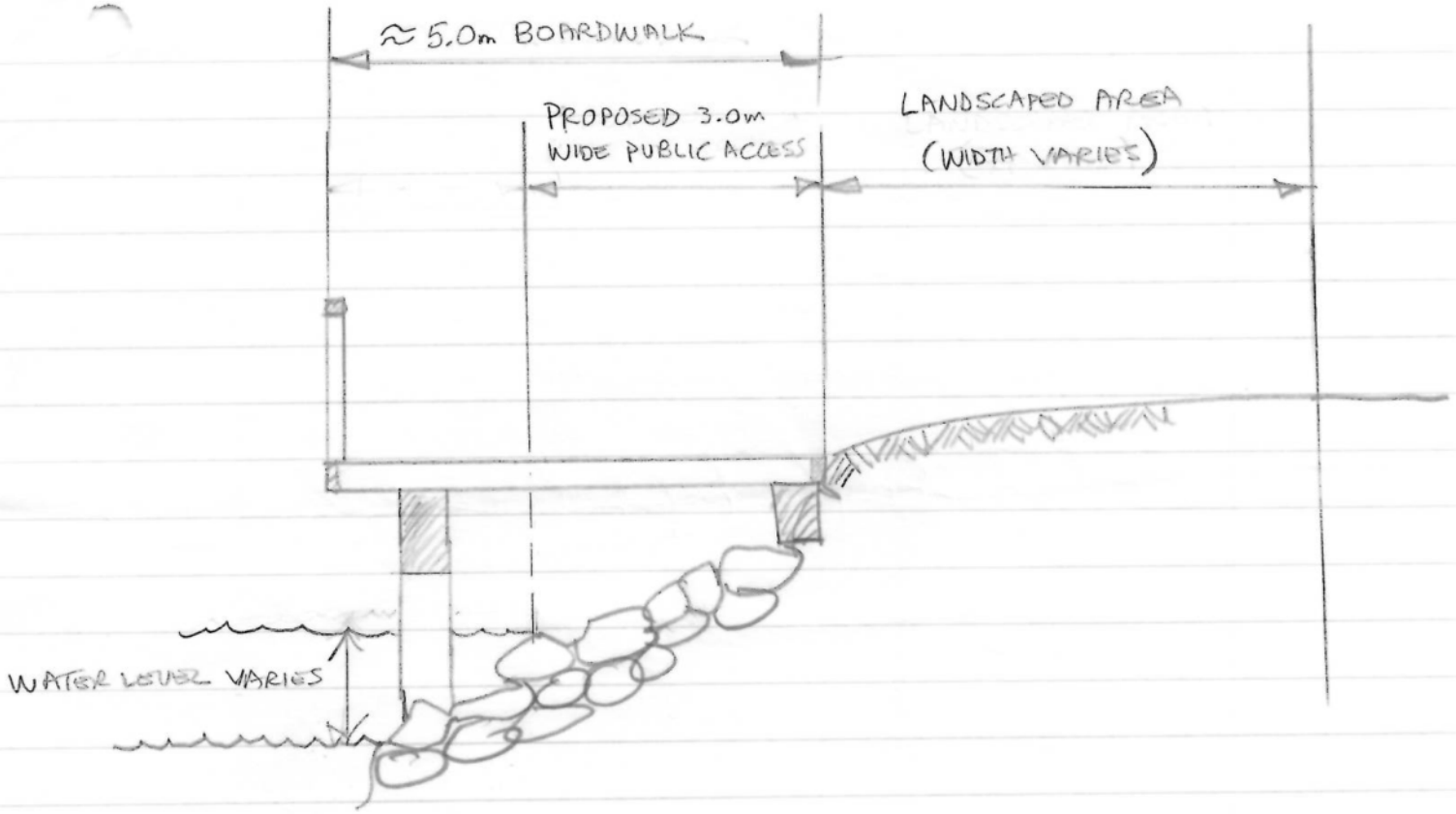
cc: Jim Nixon
Eldorado Hotel
500 Cook Road
Kelowna, B.C.
V1W 3G9

cc: Joe Creon, Parks Manager

cc: Ron Mattiussi, Director of Planning & Development Services

98-12-17 - Discussed with John Grant and Jim Nixon. This office will not agree to this proposal. Will consider a lease or sale to the Eldorado, but not to the City — The City is not the upland owner. The City was the upland owner on the adjacent "Manteo Beach" parcel hence the reason for issuing the City with a license in that case. DT — Discussed with B. Brodie — He agrees


- Area Filled (515 m²)
'SEE DETAIL'
P.ROCK
WT.
STRICT LOT 5225
0.5556 HA.
3.0m PUBLIC ACCESS ROUTE OVER A PORTION OF EXISTING BOARDWALK
FILL
3.0m
WHARF
DECK
BOUNDARY
OF
26.0
515.0 m²
NATURAL
SECTION A-A
LIMIT
HOTEL
PLAN
EXCEPT
SEC. 12


≈5.0m BOARDWALK
PROPOSED 3.0m WIDE PUBLIC ACCESS
LANDSCAPED AREA (WIDTH VARIES)
WATER LEVEL VARIES

SECTION A-A

BRITISH COLUMBIA

June 23, 1998

File: 3404721

Jim Nixon
R 93 Enterprises Ltd.
500 Cook Road
Kelowna BC V1W 3G9

Dear Jim Nixon,

Thank you for your June 10, 1998 letter regarding your interest in purchasing the filled portions of District Lot 5225, Osoyoos Division of Yale District.

As noted in our letter of November 19, 1997 this office would be prepared to accept an application to purchase the filled foreshore area but cannot give any commitments on sale prior to completing an interagency review. In the mean while an independent market value appraisal of the fill area could be completed for rental calculation purposes. The appraised value could also be used to establish the purchase price if sale is determined to be possible.

Prior to proceeding with an independent appraisal of the filled area this office would require that you commit to the following:

1) Accept the terms (save and except the fill rental) as set out in the Lease documents which were forwarded October 10, 1997. Sign all three copies, have them witnessed and return them to this office for execution;

2) Pay back rental for the marina area from March of 1991 to March of 1998 plus the 1998-99 seasons rental which comes to $11,280.00 ($1410.00 x 8 years) plus $789.60 GST for a total of $12,069.60. Plus $160.50 documentation fee;

3) Pay back rental for the filled area from March 1991 to March 1998 plus the 1998-99 seasons rental of $19,296.00 ($2412.00 x 8 years) plus $1350.72 GST for a total of $20,646.72 to be held in trust by your lawyer (as per your proposal) pending completion of the market value appraisal.

In view of the foregoing please sign the three copies of the Lease and forward them to this office along with the marina rental and documentation fee ($12,230.10) and proof of payment for the filled area ($20,646.72) to be held in trust by your lawyer. Upon receipt of the above this office will proceed with an independent market value appraisal of the filled foreshore area and will also consider a purchase application from you for the same.

Aug 15/98

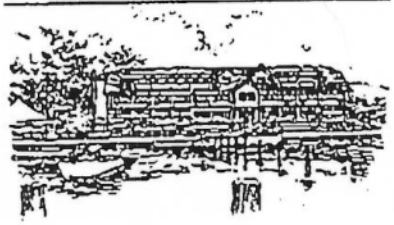
Ministry of Environment, Lands and Parks
Environment and Lands
Southern Interior Region
Telephone: (250) 371-6200
Facsimile: (250) 828-4000
Mailing Address & Location:
1259 Dalhousie Drive,
Kamloops, B.C.
V2C 5Z5

It is quite likely that the current assessed (BCAA) value may be lower than the appraised market value and given the implications of this I would suggest you may wish to further discuss this matter with me before proceeding further. In this regard I would be pleased to meet with you and invite you to give me a call at 371-6200 to arrange a meeting or to discuss the issue over the phone.

Yours truly,

Bob Brodie,
Section Head, Land Management

Eldorado
HOTEL - BAR - DINING ROOM



FAX COVER SHEET

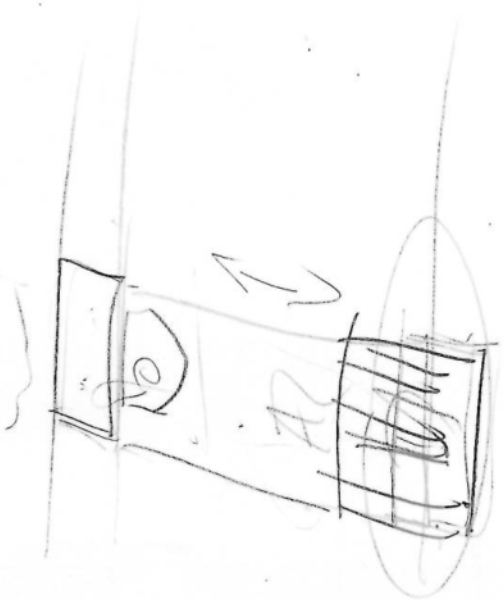
TO: Bob Brady FROM: Jim Nixon

COMPANY: _____ FAX # 1-250-828-4000

DATE: June 15, 1998 # OF PAGES 2

MESSAGE:

Drew
Please draft a reply
JN.



500 COOK ROAD, KELOWNA, B.C., CANADA V1W 3G9 • PHONE (604) 763-7500 • FAX (604) 861-4779

June 10, 1998

Mr. Bob Brody:

I was asked by Mr. Drew Frymire to address this letter and my proposal to your attention. I have for years been trying to make some sense out of your departments attitude regarding my foreshore. I feel like David fighting Goliath. In my mind the disagreement over where my land stops and the crown ownership begins is based around erosion or the lack of it. Erosion is defined as natural and imperceptible. Three things have happened which have affected my land. The first is a damn which was built at the outfall of Okanagan Lake at Penticton which forever changed the lay of the land. The second was the creation of a boat launch adjacent to my property and the subsequent dredging of the foreshore. The third was a sketch of my foreshore prepared by your department which defines the foreshore boundary which is undated and unsigned. None of these events have been caused by nature. All have been manufactured by man and now after the fact the effects are perceived by your department and the surveyor General to be natural occurances. Originally my property and the property adjacent to my land was a collection area for the outfall from Mission Creek. Old pictures and maps show that my land had a huge sand bar in front of it which is where the original property survey line came from. Inland my property was a reedy wet area. The damn changed the water level forever and some of this title became submerged. Then in 1979 or 1980 the city bought the property, filled in the whole area and created a boat launch and parking lot and pieced off my property. Oldtimers were amazed that they would pick such a shallow, naturally filling area for this purpose. Consequently the City dredged and pulled sand out of this area for 10 years until I installed my rip rap in 1989. They also created a break water as part of the launch which has had to have had some effect on the foreshore. By looking at old maps and comparing with new maps you can see that something strange has happened on my foreshore that is obviously not natural. The huge indent I contend has been caused by this dredging operation. The sand that has been hauled away has had to have come from somewhere.

Mr. Brody I feel like I am being caught in a vicious circle. The onus to prove these allegations seems to fall on my shoulders, which is weird, when the resources and technology to analyze this situation is at the finger tips of some government person. Your department says that it is not your problem. The surveyor General says it is not their problem and the City says it is not their deal. Thje whole situation was caused by different levels of government and no government will help solve the issue.

When I originally bought the Eldorado land I thought that I owned the land way out in the water. Being, at that time a rookie developer I followed the maze of instructions involving setbacks and parking regulations, building elevations and foreshore protection. Blindly doing what I was told to do. When it came to placing rip - rap on my land I had no idea that the government was going to claim ownership. It was only after the fact that Dave Whiting told me I had to lease my own land back. I thought I was protecting my forshore and whether or not the magic foreshore line was a few feet this way or that was irrelevant. Nevertheless I was forced to sign a lease if I wanted to continue the process. I paid $5,000 under protest and didn't hear from you people for seven years. Then about a year ago back comes the government saying I owe a ton of money.

I know in my heart that I am right. What has happened to my land was not natural, erosion never took place and I didn't do anything wrong. I also realize that I will be an old grey man before I change your thinking or the Surveyor General's thinking with respect to the disputed land now covered with water. I have resigned myself to agreeing with your rental amount for my docks. I have no argument with this amount. ($1410)

There are two things that affect the way you calculate the rest of the money you say I owe you which I would view differently. The first is whether or not I have public access across my property. Since day one I have encouraged, often begged people to come on my property. Since Manteo came on the scene people have clear unfettered access from the city boat launch all the way to the Canamara property. Your people will probably say oh yah but you didn't register the right of way, so that doesn't count. Well it does count because it is happening and has happened since day one. This property in question is part of a walkway connecting my property with Manteo and the boat launch. Whether or not I register a piece of paper documenting a legal right of way will not change how people walk across my foreshore. They do it now one foot at a time and would do it after. The next point I disagree with is the way in which you calculate the value of the land you say I filled with and without your approval. I contend that any calculation should be based on how this filled property affects my assessment. Assessment of this property is based on the amount of frontage on Lake Okanagan. Whether or not my property is 200 feet deep or 210 feet deep is immaterial; the frontage remains unchanged. Realtors, businessmen, government assessors all calculate values based on frontage. Why don't you?

Mr. Brody, I talked to Drew Frymire about buying this little piece of property. He informed me that he wouldn't discuss purchase until the rental arrears have been taken care of. He also said that land purchase at that time would be based on an independent appraiser's appraisal. I believe that an appraiser would have to think the way I think. I would like to offer to pay the full arrears amount into my lawyer's trust account to be paid out based on an appraiser's report. I would at that time pay the rental amount based on the report and I would have an option to purchase the property for the same amount.

Mr. Brody I believe that there is enough confusion regarding my foreshore that you should do the right thing and waive the portion of this lease pertaining to the filled areas. Second best, please allow me to pay the amount into trust and let an appraiser decide how much this area is worth.

Sincerely yours,

Jim Nixon

JUN 15 '98 13:00 12504912479 PAGE.03

Marina back rental 1410 x 5 years = $7050.00
To be paid at final

Fill back rental 2412 x 5 years = $12060.00
To be held in trust pending completion of fee appraisal

Andrew Bruce:

BRITISH COLUMBIA

File: 3404721

April 30, 1998

City of Kelowna
1435 Water Street
Kelowna BC V1Y 1J4

Attention: Andrew Bruce, Planning and Development Officer

Re: R93 Enterprises - Jim Nixon

Thank you for the information recently forwarded to our office regarding the rezoning application for the Eldorado Hotel.

As per our telephone conversation the following is a summary of events for this area:

- this proposed development was brought to our attention through a water act referral, R93 has recently acquired Title to Lot 3, DL 134, ODYD, Plan 15208 except Plan H18110 and the developer was proposing to reclaim eroded land by placing fill within the title boundaries

- before replying to the referral we requested the Surveyor General Branch in Victoria to review the maps to determine who owned the now eroded portion of this lot. It is their opinion that the Land belongs to the Crown. We conveyed this information to R93 and requested that they apply under the Land Act to tenure this area. They disagreed with our position but forwarded an application marked "under protest".

- an offer of License for a term or one year commencing March 10, 1989, subject to survey was sent. The License was issued under covering letter dated December 11/89. Our offer advised that upon competition of the required survey a 30 year lease would be issued.

- also in 1989 approval for the marina development and for filling of a 153 square metre portion of the Crown foreshore fronting Lot 3 was allowed to meet building setbacks for the hotel. R93 actually filled 515 square meter, see plan attached.

- the License was renewed for an additional one year period commencing March 10/90 to allow for the survey to be completed.

Ministry of Environment, Lands and Parks
Environment and Lands
Southern Interior Region
Telephone: (250) 371-6200
Facsimile: (250) 828-4000
Mailing Address & Location:
1259 Dalhousie Drive,
Kamloops, B.C.
V2C 5Z5

- the survey was finalized and confirmed June 7, 1991.

- this file got sidetracked for a number of years, for a number of reasons, however a report was completed in September 1996 recommending that we now issue the 30 year lease subject to paying the back rental. Another requirement was that we request a development plan for this lot. As the surveyor had plotted most of the improvements I sent a copy of the Plan to Jim Nixon asking for confirmation that the improvements shown where in fact what was there.

- Jim Nixon called our office November 1, 1996 and said yes, that is what is there, but "I own DL 5225, ODYD. I requested that he forward proof of ownership. Nothing was sent to us, so on December 4, 1996 we sent out Lease documents for signature, requesting fees which included $23,265.00 back rental (March 10/91 to March 10/96) The total fees requested were $32, 316.14.

- since that time numerous letters have been sent by both our office and Mr. Nixon. We did send out a revised offer dated October 10, 1997 which reduced both the back rental the annual rent, the total amount owing being $24,697.74.

- the last correspondence to Mr. Nixon, dated November 19, 1997 was from Drew Frymire (I assume that a telephone conversation happened prior to this letter) advising that if Mr. Nixon wishes to apply to purchase the filled foreshore, therefore, reducing his rental for this lot, he could apply subject to all outstanding rental being paid.

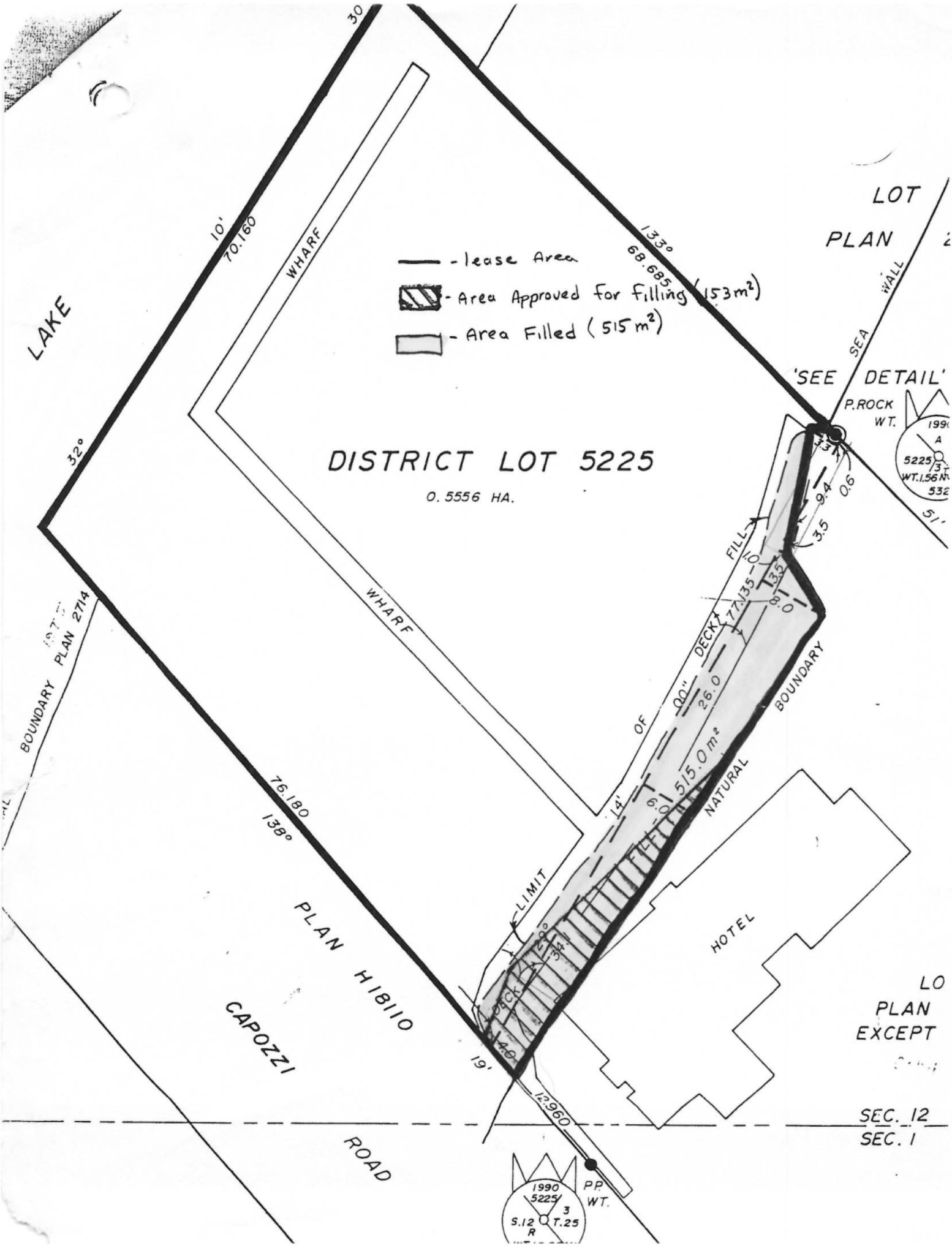
- we then have the file note regarding Signe Bagh phoning to discuss the rezoning application.

I hope this helps you to close the gaps, any help that you can offer to resolve this issue is greatly appreciated. Please call me if you require anything additional information.

Yours truly,

B L Duncan

Barb Duncan
Licensing Officer
250-371-6325


- lease Area
- Area Approved for Filling (153m²)
- Area Filled (515 m²)
DISTRICT LOT 5225
0.5556 HA.
LAKE
WHARF
WHARF
LOT
PLAN
SEA WALL
'SEE DETAIL'
P.ROCK
WT.
FILL
DECK
OF
BOUNDARY
NATURAL
BOUNDARY
LIMIT
HOTEL
PLAN H1811O
CAPOZZI
ROAD
SEC. 12
SEC. 1
PLAN
EXCEPT
BOUNDARY PLAN 2714
30
10'
70.160
133°
68.685
32°
76.180
138°
19'
12.960
515.0 m²
26.0
77.135
14'
6.0
3.5
9.4
0.6
1990
5225
3
S.12
T.25
R
P.P.
WT.

BRITISH COLUMBIA

File: 3404721

July 9, 1998

John Grant
Property Officer
City of Kelowna
City Hall
1435 Water Street
Kelowna BC V1Y 1J4

Dear Mr. Grant:

This is further to our conversation today concerning the possibility of a creating a public walkway in front of the Eldorado Hotel to connect to the Manteo Beach Club walkway.

As discussed, I met with Mr. Jim Nixon from the Eldorado Hotel to discuss foreshore issues fronting his property. Immediately in front of the hotel, there is an area of approximately 515 sq. meters of fill which Mr. Nixon is interested in purchasing to consolidate with the upland property (Lot 3 Plan 15208). During our meeting, Mr. Nixon expressed an interest in dedicating a public walkway in front of his property to connect the boat launch access to the walkway in front of Manteo Beach. Most of this walkway appears to within the area of fill.

At the present moment, I am still considering the appropriate process to use to create a public access, should this proposal proceed. However, in the meantime, I would like to ensure the City of Kelowna supports the proposal. In addition, if there are any issues between the City and the Hotel, that should be addressed, I would like to encourage the two parties to meet to discuss them.

I have provided a copy of this letter to Mr. Nixon, so that he will be aware of the above.

Ministry of Environment, Lands and Parks

Environment and Lands
Southern Interior Region

Telephone: (250) 371-6200
Facsimile: (250) 828-4000

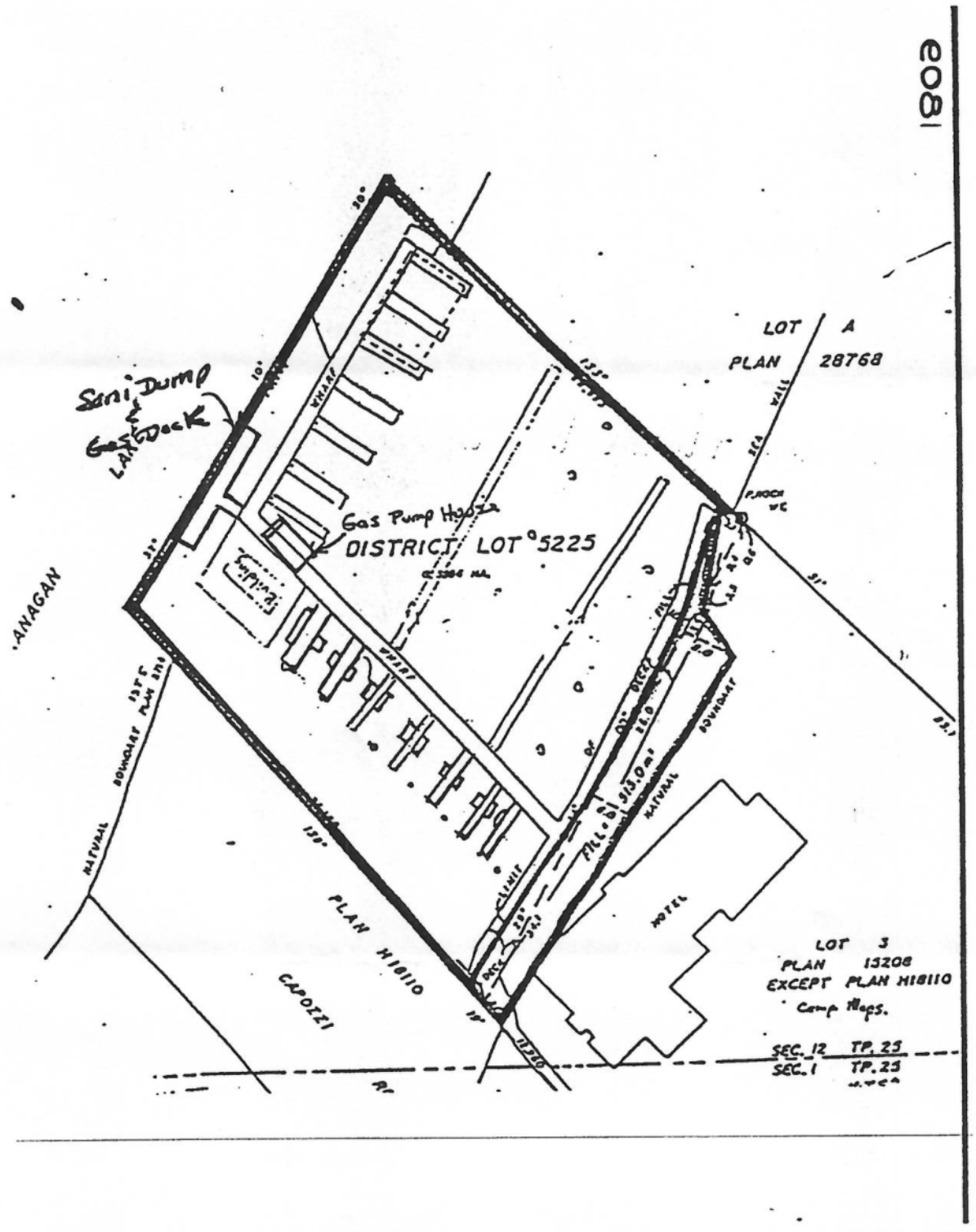
Mailing Address & Location:
1259 Dalhousie Drive,
Kamloops, B.C.
V2C 5Z5

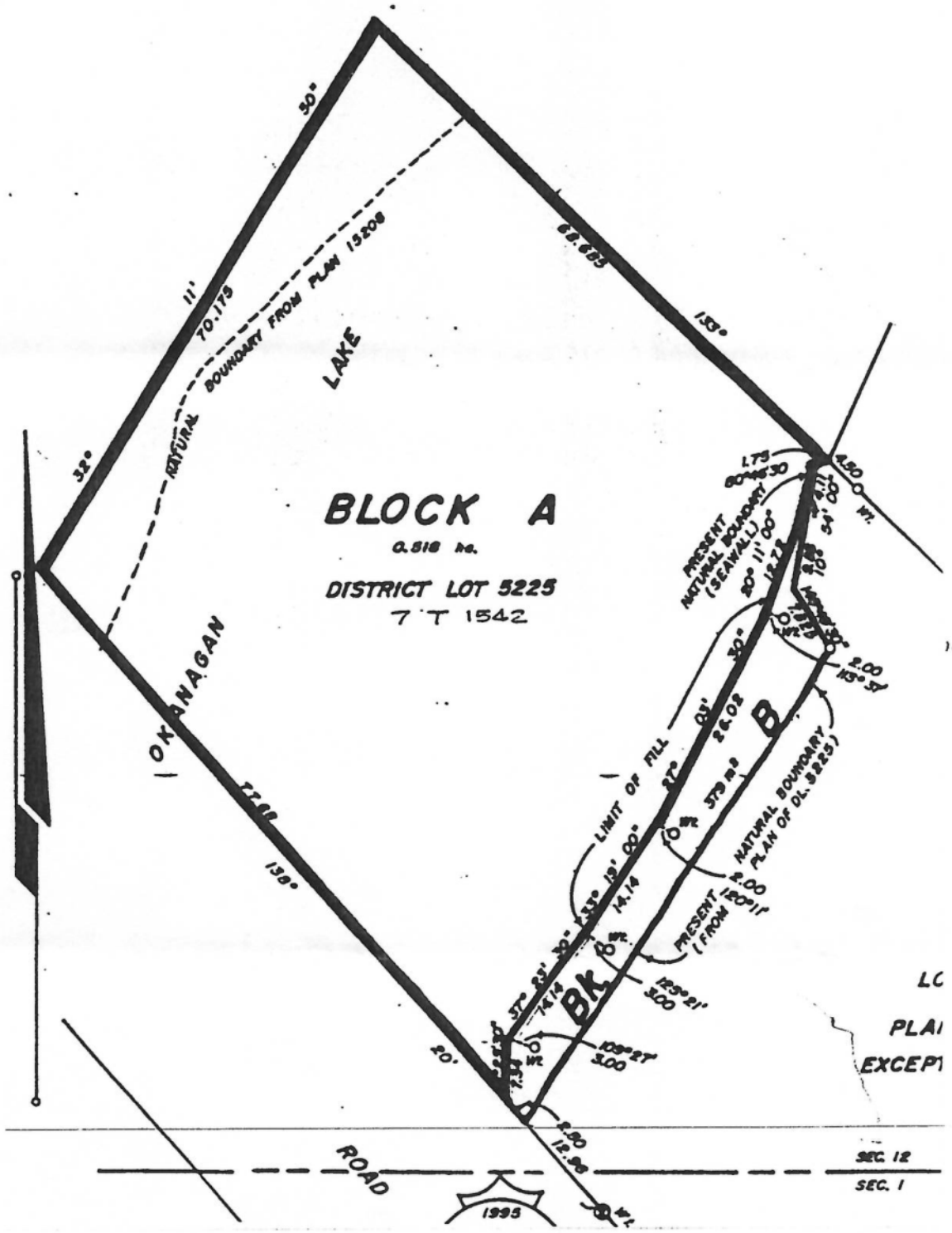
If you have any questions or wish to discuss the above. please call.

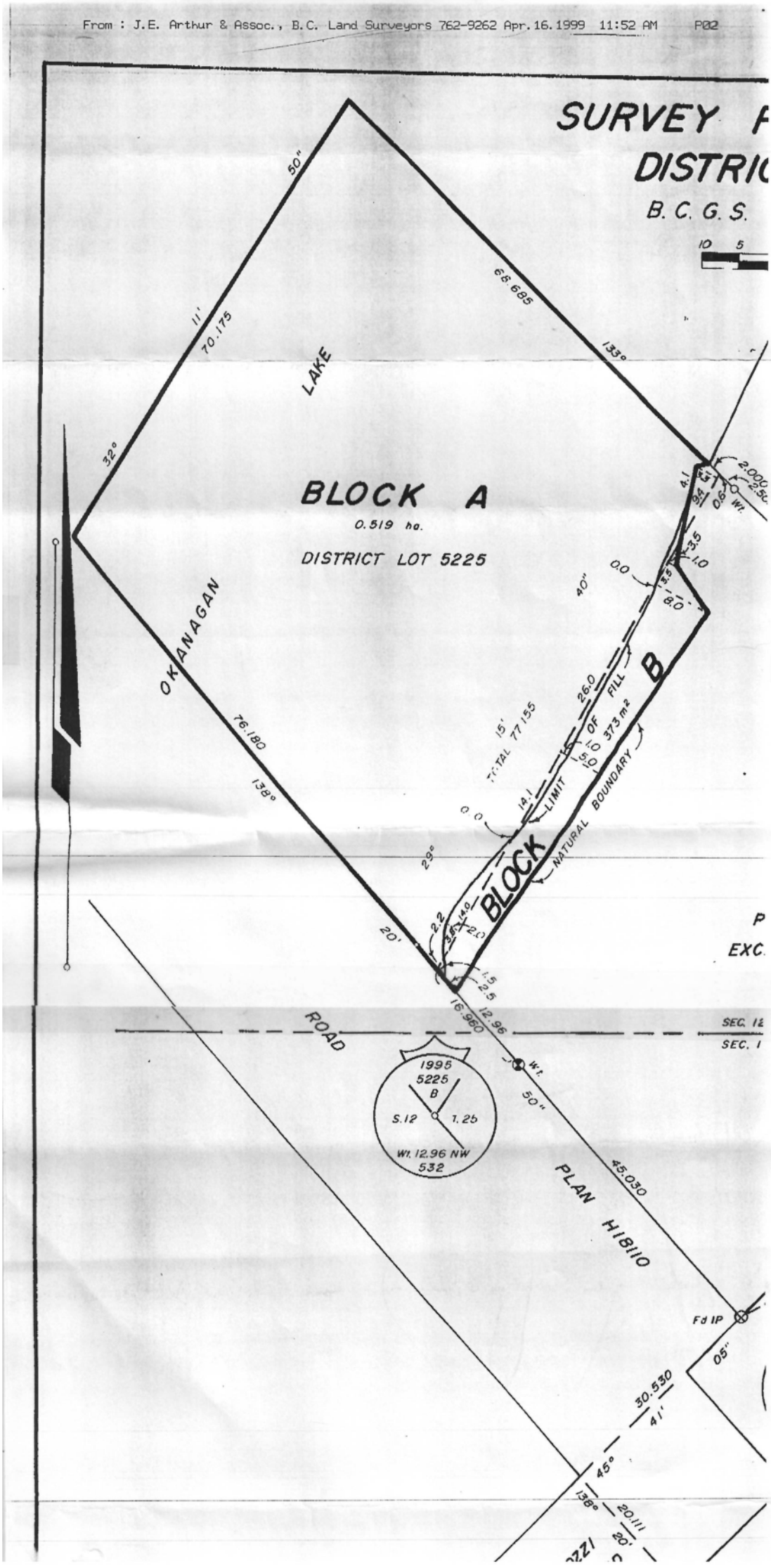
Yours truly,

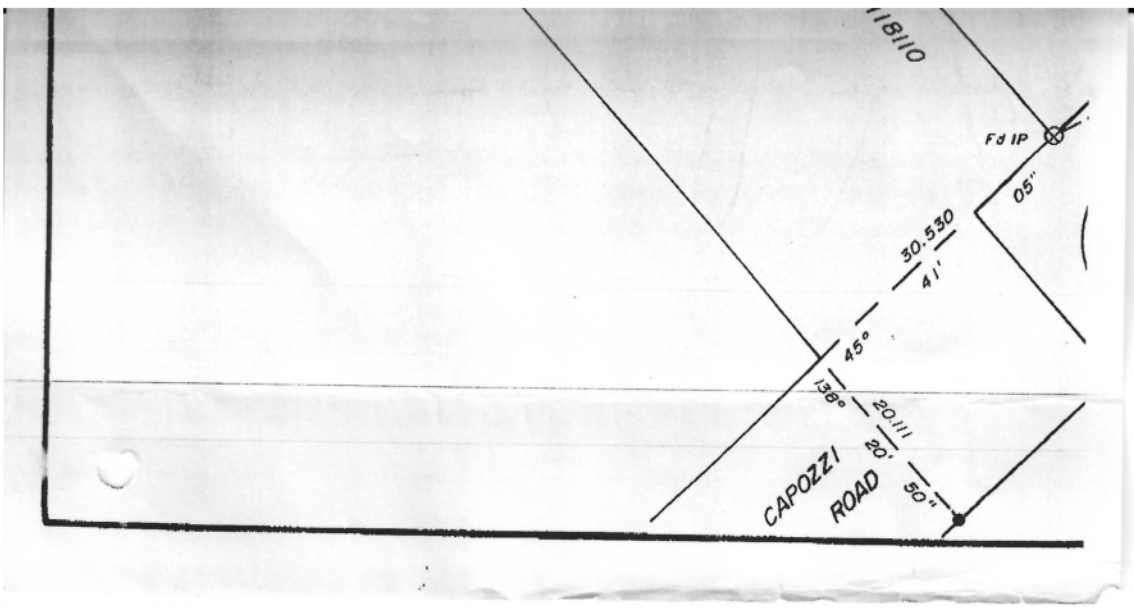
Robert D. Brodie
Land Managment Section Head

cc: Jim Nixon
R-93 Enterprises Ltd.
500 Cook Road
Kelowna BC V1W 3G9


1801
LOT A
PLAN 28768
Sani Dump
& Gas Dock
Gas Pump House
DISTRICT LOT 5225
ANAGAN
PLAN H18110
CAPOZZI
HOTEL
LOT 3
PLAN 13208
EXCEPT PLAN H18110
Comp Maps.
SEC. 12 TP. 23
SEC. 1 TP. 23


BLOCK A
0.518 ha.
DISTRICT LOT 5225
7 T 1542
LAKE
OKANAGAN
NATURAL BOUNDARY FROM PLAN 15206
PRESENT NATURAL BOUNDARY (SEAWALL)
LIMIT OF FILL
NATURAL BOUNDARY PLAN OF DL. 5225)
ROAD
1995
SEC. 12
SEC. 1
50°
153°
138°
32°
70.175
68.885
30° 11' 00"
30°
37° 55' 30"
133° 19' 00"
125° 21'
109° 21'
379 m²
Bk
B
14.14
26.02
3.00
12.96
4.50
2.00
20'


SURVEY
DISTRIC
B. C. G. S.
10 5
50"
66.685
11'
70.175
LAKE
133°
32°
BLOCK A
0.519 ha.
DISTRICT LOT 5225
OKANAGAN
76.180
138°
40"
0.0
8.0
26.0
FILL
OF
373 m²
B
TOTAL 77.155
LIMIT
NATURAL BOUNDARY
BLOCK
29°
20'
16.960
12.96
ROAD
SEC. 12
SEC. 1
EXC.
1995
5225
B
S.12
1.25
Wt. 12.96 NW
532
Wt.
50"
PLAN HIBIIO
45.030
Fd IP
05"
30.530
41'
45°
138°
20.111
20'


Fd IP
05"
30.530
41'
45°
138°
20.111
20'
50"
CAPOZZI
ROAD

British Columbia Assets and Land Corporation

facsimile transmittal

To:	Jim Nixon	**Fax:**	1-250-861-4779
		Phone:	
From:	Barb Duncan	**Fax:**	(250) 828-4000
		Phone:	(250) 371-6336
Date:	October 20, 1999	**No. of pages including this page**	2 3
Re:	Phone call this AM regarding letter dated September 21, 1999		

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Material contained in this fax transmission may be confidential, and should be delivered only to the addressee. If all pages are not received, please call sender.

The confirmed survey plan that we received from the Surveyor General states that the area of fill is 379 square metres, see sketch following.

Rental breakdown is as follows:

Adjusted Fill Area Purchase Price

Area of fill encumbered by walkway R/W calculated at $27.5/m2 x 79m2 = $2,172.00

Area of fill not encumbered by walkway R/W calculated at $55/m2 x 300m2 = $16,500.00

Total Purchase Price = **$18,672.00** ($2,172 + $16,500)

Adjusted Fill Area Back Rental For past 5 years:

Area of fill encumbered by walkway R/W calculated at:
79m2 x $27.5/m2 x 5% = $109.00/annum

Area of fill not encumbered by walkway R/W calculated at:
300m2 x $55/m2 x 5% = $825.00/annum

Total Back rental for fill = **$4670.00** ($109.00 + $825.00 x 5yrs)

Southern Interior Region – Kamloops Office: 1259 Dalhousie Drive Kamloops BC V2C 5Z5
Phone: 250-371-6266 Fax: 250-828-4000

PIN: .....

PIN: .....

PIN: .....

PIN: .....

PIN: .....

N.T.S./B.C.G.S./PLAN No. 82E.083 14d

Amended by: .....

Date: .....

Reverted: Yes ☐ No ☐ Description of Reversion: .....

PID No.: .....

MAP CLEARANCE

Description: ~~ALL THAT FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF OKANAGAN LAKE SHOWN OUTLINED ON SKETCH CONTAINING 0.05 HA~~ ~~THAT PART OF DL 5225 ODYD (TO BE SURVEYED AS BLK B)~~ Blocks A and B of District Lot 5225, ODYD.

(*) SEE BELOW Area: ~~0.05~~ 0.056 * ha. Plan: ..... Tube/Tray: 27 T 1809

Location: OKANAGAN LAKE

	Name	Code
Assessment Area	19	Kelowna
Land Title Office	Kamloops	1
Regional District	CORD	07
Municipality	Kelowna	214
Electoral District	Okanagan	37
Provincial Forest	—	000

REFERENCE MAP MATERIAL FORWARDED TO SURVEYOR GENERAL BRANCH FOR:

☑ PLOTTING BY: ..... DATE 98.12.10

☐ DOCUMENT PRINT BY: ..... DATE: .....

CONFIRMED: July 16, 1999

Forest Service Clearance Requested: Yes ☐ No ☑ Date: .....

Forest District .....

Within Agricultural Land Reserve: Yes ☐ No ☑ Partial: .....

Within Indian Reserve Cut-Off: Yes ☐ No ☑

Upland parcel fronts on Lot 3 DL 134 ODYD (body of water) a 1520? EXHIBIT

Foreshore parcel adjoins ..... (upland)

Crossed by ..... (river or creek)

Crossed by/Adjoins — Railway .....

Crossed by/Adjoins — Other R/W .....

Crossed by/Adjoins — Highway/Road .....

DISPOSITION BY OTHER AGENCIES

Mineralized Area .....

Mineral Claim Staking .....

Mineral Claim Surveyed .....

Designated Placer Area .....

Placer Mining Lease .....

Coal Licence .....

Timber Sale .....

Tree Farm Licence .....

Christmas Tree Permit .....

Timber Berth .....

Timber Licence .....

Special Timber Licence .....

Pulp Lease .....

Petroleum and Natural Gas Act .....

Range Act .....

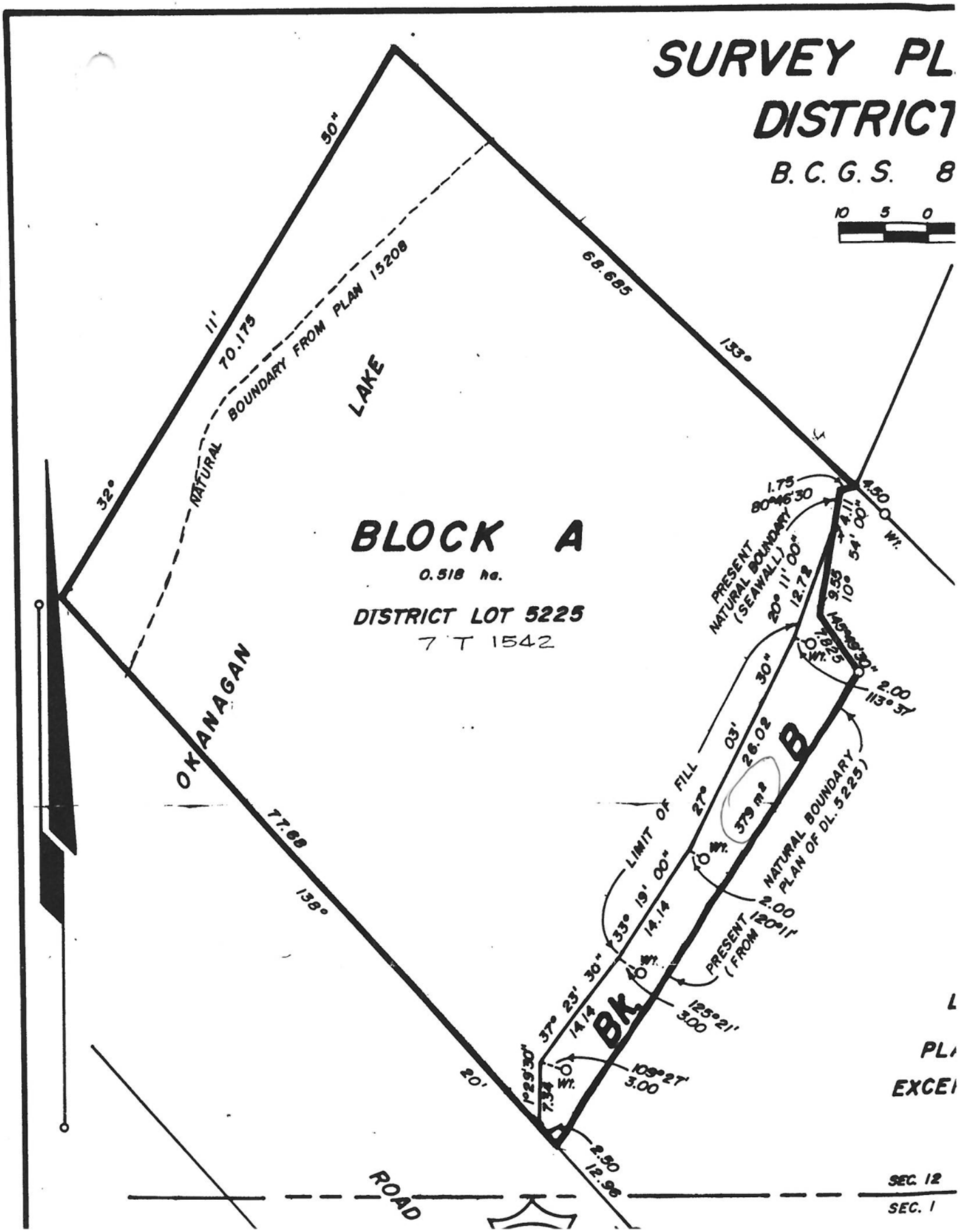
E & N Land Grant .....

Other (specify) .....

OTHER CONFLICTS AND REMARKS

340472 (*) Block A: 0.518 ha.
Block B = 379 m²
~~Total: 0.05 ha~~

L 21 (R 1/89)


SURVEY PL
DISTRICT
B.C.G.S. 8
10 5 0
50°
11'
70.175
NATURAL BOUNDARY FROM PLAN 15208
LAKE
68.685
153°
32°
BLOCK A
0.518 ha.
DISTRICT LOT 5225
7 T 1542
OKANAGAN
77.68
138°
20'
ROAD
1.75
90°46'30"
4.50
W.M.
PRESENT NATURAL BOUNDARY (SEAWALL)
20° 11' 00"
12.72
9.53
10°
54' 00"
4.11
30"
2.00
113° 51'
LIMIT OF FILL
27° 03'
26.02
B
379 m²
NATURAL BOUNDARY PLAN OF DL. 5225)
33° 19' 00"
14.14
2.00
PRESENT (FROM 120°11'
37° 23' 30"
14.14
BK
125°21'
3.00
105°27'
3.00
123°30"
7.34
W.M.
2.50
12.96
SEC. 12
SEC. 1

British Columbia
Assets and Land Corporation

File: 3404721 and 3409518

September 21, 1999

R 93 Enterprises Ltd.
500 Cook Road
Kelowna BC V1W 3G9

Attention: Jim Nixon

Reference is made to your application to purchase the fill fronting your land. The area has now been surveyed as Block B of District Lot 5225, Osoyoos Division of Yale District, containing 379 square metres.

You are required to submit the following within 60 days from this date.

Purchase Price.....	$18,672.00
Documentation Fee.....	150.00
Occupational Rental.....	4,607.00
Modification Fee (3404721).....	100.00
GST (7% x $ 23,529.00)	(1,647.03)
Total.....	$25,176.03

Also required are copies of the consolidation plan and the easement plan for the public walkway approved by the City of Kelowna.

Please sign all three copies of the modification agreement for Block A. This only amends the area of the Lease as it is now larger than originally calculated.

Upon receipt of the above, we will request that the Crown grant be issued.

Yours truly,

Barb Duncan, A/ Senior Examiner
Land Management Division

BD/

Southern Interior Region - Kamloops Office: 1259 Dalhousie Drive Kamloops BC V2C 5Z5
Phone: (250) 371-6336 Fax: (250) 828-4000

NOV 21/99

For Land Title Office use: Page ___ of ___.

BRITISH COLUMBIA

Ministry of Environment, Lands and Parks

Modification Agreement

Lease No. 337833 File No. 3404721

THIS AGREEMENT dated for reference the **15th day of September, 1999**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

R 93 ENTERPRISES LTD., Inc. No.345769
500 Cook Road
Kelowna, British Columbia
V1W 3G9

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

A. The Lessee and the Lessor entered into a Lease agreement dated **February 17, 1999** (herein called the "Lease") over those lands more particularly known and described as:

Block A of District Lot 5225, Kamloops ODYD Division of Yale District, containing 0.504 hectares.

B. The parties have agreed to amend the Lease.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1. To delete the existing Legal Description Schedule from the Lease and replace it with the Legal Description Schedule attached hereto as Schedule "A".

Modification Agreement	File No.

2. In all other respects the Lease shall remain in full force and effect and is hereby ratified and confirmed.

3. Time shall continue to be of the essence in this agreement and the Lease.

4. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by British Columbia Assets and Land Corporation, authorized representative of the Minister of Environment, Lands and Parks:

_____
Authorized Signatory

SIGNED on behalf of R 93 Enterprises Ltd. by a duly authorized signatory in the presence of:

_____
Witness

_____
Authorized Signatory

SCHEDULE "A"

For Land Title Office use: Page ___ of ___.

BRITISH COLUMBIA

Ministry of Environment, Lands and Parks

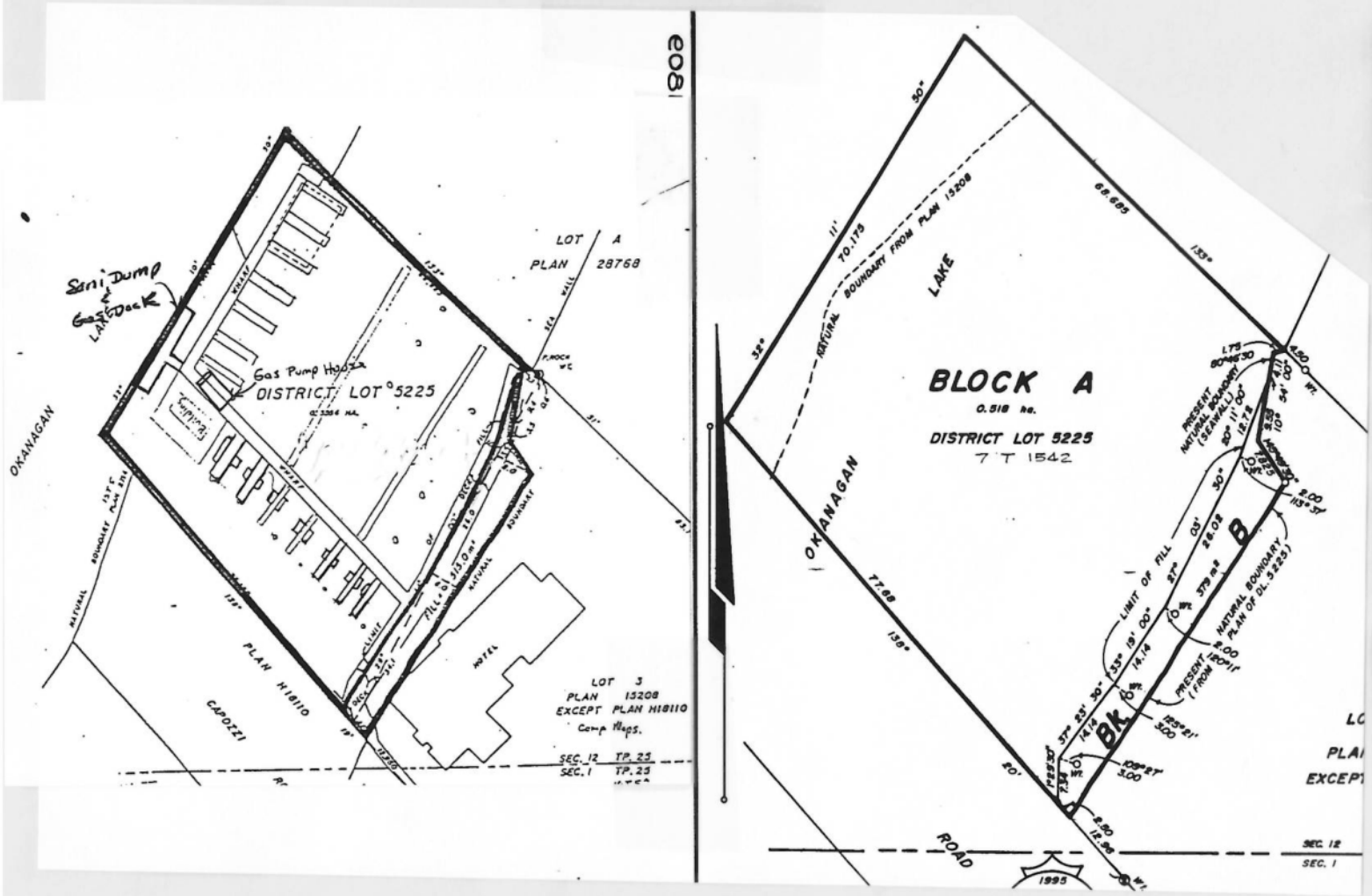
Legal Description Schedule

Lease No. 337833 File No. 3404721

1. Legal Description

Block A of District Lot 5225, Osoyoos Division of Yale District, containing 0.518 hectares.

2. Sketch Plan



CROWN LAND STATUS

MINISTRY OF CROWN LANDS

File No.: 3409518

Date: 1998.12.10

Region No.: 3

Applicant: R93 ENTERPRISES LTD

Purpose: FILL

Application entered by: DATA ENT'D DEC 10 1998

PIN: ~~17098040~~

PIN: ~~14333850 (TO BE SURVEYED AS BLOCK B)~~

PIN: 9000131I (BKA)

PIN: 9000131J (BKB)

PIN:

PIN:

Plotted on Map Sheet/Plan

by: [illegible] Date: 98.12.10

N.T.S./B.C.G.S./PLAN No.

82E.083 14d

Amended by:

Date:

Reverted: Yes ☐ No ☐ Description of Reversion:

PID No.:

MAP CLEARANCE

Description: ~~ALL THAT FORESHORE OR LAND COVERED BY WATER~~ BEING PART OF THE BED OF OKANAGAN LAKE ODYD SHOWN OUTLINED ON SKETCH CONTAINING 0.0515 HA ~~THAT PART OF DL 5225 ODYD (TO BE SURVEYED AS BLK B)~~ Blocks A and B of District Lot 5225, ODYD

Area: ~~0.256~~ 0.0515 * ha. Plan: Tube/Tray: 27 T 1809

(*) SEE BELOW

Location: OKANAGAN LAKE

	Name	Code
Assessment Area	19	KELOWNA
Land Title Office	KAMLOOPS	1
Regional District	CORS	07
Municipality	KELOWNA	214
Electoral District	OK VERNON	37
Provincial Forest	—	000

REFERENCE MAP MATERIAL FORWARDED TO SURVEYOR GENERAL BRANCH FOR:

☑ PLOTTING BY: [illegible] DATE: 98.12.10

☐ DOCUMENT PRINT BY: DATE:

CONFIRMED: July 16, 1999

Forest Service Clearance Requested: Yes ☐ No ☑ Date:

Forest District

Within Agricultural Land Reserve: Yes ☐ No ☑ Partial:

Within Indian Reserve Cut-Off: Yes ☐ No ☐

Upland parcel fronts on LOT 3 DL 134 ODYD (body of water)

(upland)

DISPOSITION BY OTHER AGENCIES

Mineralized Area

A 15208 EXHIBIT

JIM NIXON

April 13/99.

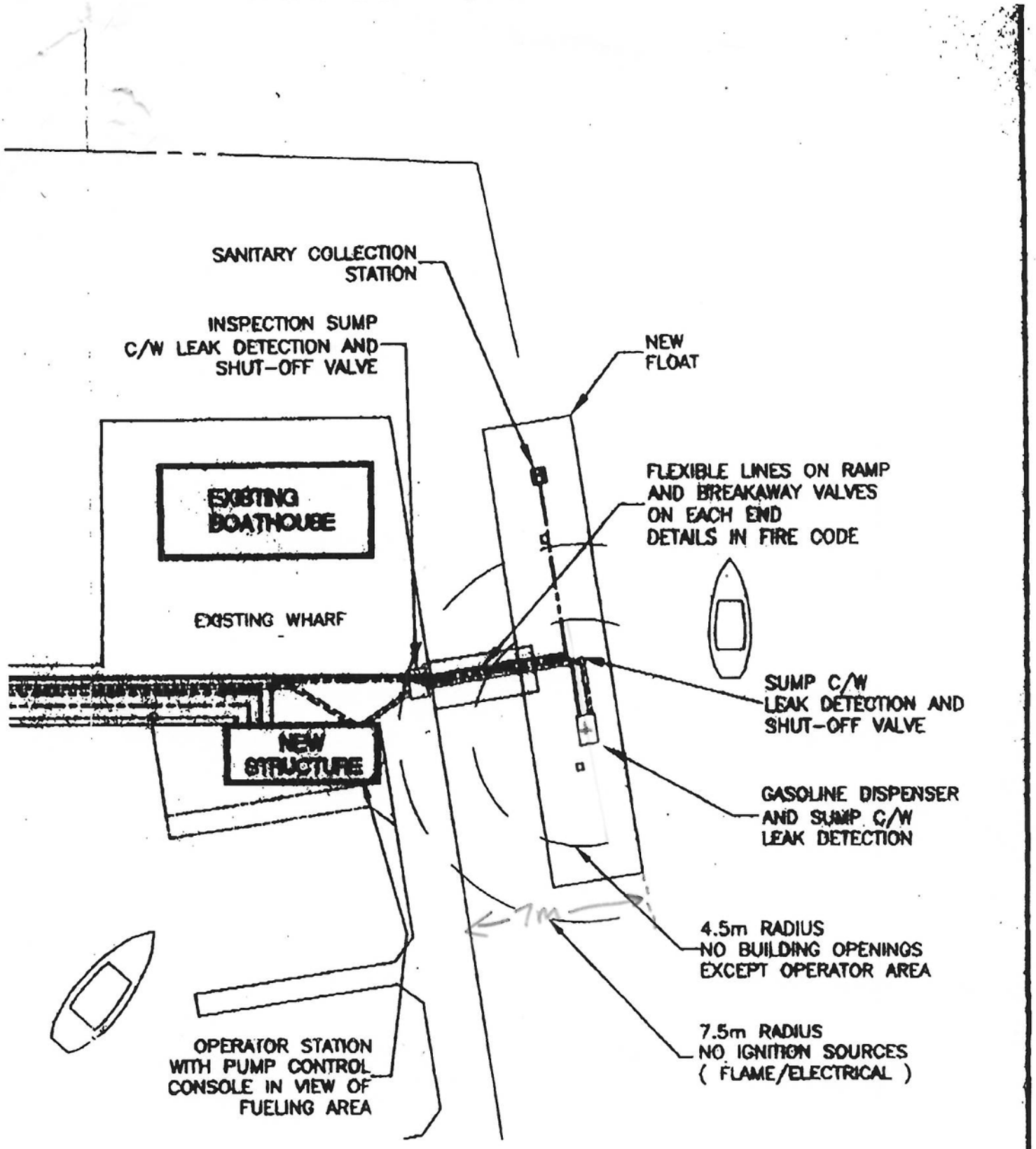
Mr. Bob Brodie:

All the people involved with the marina gas project at the Hotel Eldoraido, including myself, would like to anchor the Floating dock. 12' off of the existing Fixed dock to allow protection during high winds. Do you foresee any problems with this change.

Jim N.

500 Cook Road, Kelowna, B.C., Canada V1W 3G9 • Phone (250) 763-7500 • Fax (250) 861-4779

April 28/99 - A review of scaled drawing indicates the new gas dock will be situated within the surveyed lease boundary. No further action required at this time. Jim Nixon was advised of the above via telephone.


SANITARY COLLECTION STATION
INSPECTION SUMP C/W LEAK DETECTION AND SHUT-OFF VALVE
NEW FLOAT
EXISTING BOATHOUSE
FLEXIBLE LINES ON RAMP AND BREAKAWAY VALVES ON EACH END DETAILS IN FIRE CODE
EXISTING WHARF
SUMP C/W LEAK DETECTION AND SHUT-OFF VALVE
NEW STRUCTURE
GASOLINE DISPENSER AND SUMP C/W LEAK DETECTION
7m
4.5m RADIUS NO BUILDING OPENINGS EXCEPT OPERATOR AREA
7.5m RADIUS NO IGNITION SOURCES (FLAME/ELECTRICAL)
OPERATOR STATION WITH PUMP CONTROL CONSOLE IN VIEW OF FUELING AREA

ELECTRICAL

Tantalis

CHECKLIST **File:** 3404721

CONFIRM TENURE

1)	**Main Menu**		. access the Electronic File Folder for the 'Active application'
2)	**Tenure Tab**		. review data and update where necessary **TERM:** 30 years **RENT START DATE:** 2000/02/17 **EXPIRY date:** 2029/02/17 **MORTGAGE?** **SUBLEASE?** **REVIEW date:** 2000/02/17 **Bound with Other Tenures?** _____ _____ _____ (Enter file numbers if required)
3)	**Client Tab**		. review data for accuracy . update data where required
4)	**Parcels Tab**		. review data and update where necessary **LAND TYPE field:** FORESHORE UPLAND SHORELAND OFFSHORE **WATER TYPE field:** LAKE RIVER **WATERBODY:** OCEAN **AREA (HA.)** _____ **MAPSHEETS:** _____ **AIRPHOTO #S:** _____
			UPDATE SHAPE function: . invokes the RAT . search digital mapping and verify shape . enter/re-enter shape if necessary/possible; ***Simple*** shapes (ie. less than 10 points) . ***Complex*** shapes: forward cut-sheets (hard copy mapping, site plans, etc) to CLRS for update . retain copy of dated cut-sheet on file ___ SHAPE ALREADY IN CDMS **PARCEL #** _____ ___ ENTER SHAPE COMPLETED ___ NOT-COMPLETED **Sent to CLRS for update on** _____
			. **VIEW SURVEY INFO** function: confirm pins are OK . **DESCRIPTION TYPE** field: replace "Pre-Tantalis" with an appropriate type . **UPDATE LEGAL** function: confirm data is in place in order to format a legal description . **LEGAL DESCRIPTION** text box: use the 'edit' tool and retype a suitable format . <SAVE> BCAA not surveyed as part yet
5)	**Clearance Tab**		. ensure the encumbrances have been dealt with
6)	**Referrals Tab**		. ensure that all referrals have been dealt with
7)	**Valuation Tab**		**RENT CALC METHOD:** **Prepaid** **LandValue** **Fixed** **RentFree** **Agric** **Grazing** $543. PREPAID: . enter $ amount in PREPAID AMOUNT field . <SAVE> LAND VALUE: . chose a value (Z=Zonal, M=Ministry, B=BCAA, E=Estimate, I=Inhouse) . complete LAND VALUE CALC function (establish $value) . perform RENT/GST CALCULATION . confirm RENT $ field is accurate **LAND VALUE:** _____ **PERCENT:** _____ FIXED: . enter $ amount in RENT field . perform RENT/GST CALCULATION **RENT $:** _____ RENT FREE: . no $ amount required . perform RENT/GST CALCULATION GRAZING: . complete LAND VALUE CALC function (establish $value) . enter AUM . perform RENT/GST CALCULATION . confirm RENT $ field is accurate **AUMs:** _____ AGRICULTURAL: . complete LAND VALUE CALC function (establish $value) . enter AUMs . perform RENT/GST CALCULATION . confirm RENT $ field is accurate . . . CON'T

Tantalis

CHECKLIST File: _____

			CONFIRM TENURE con't
8)	Tasks Tab		. review data and update where necessary . confirm appropriate tasks are assigned . enter completed dates COMPLETE EVALUATION & LAND USE REPORT SEND DOCUMENTATION OFFER ACCEPTED COMPLETE DOC EXECUTION & CONFIRM TENURE *COMPLETE REPLACEMENT <SAVE> . select 'Find' tool . select 'Execute Query' . delete any erroneous tasks that have been auto-generated
9)	Notes Tab		. update notes if applicable ✓
10)	File Tab		. review data and update where necessary TENURE TYPE/SUBTYPE: _____ PURPOSE/SUBPURPOSE: _____ STATUS field: insert APPLICATION - ALLOWED , OFFERED, OFFER ACCEPTED, etc. STATUS field: *if commencement date POST-DATED* insert TENURE = PENDING STATUS field: *if commencement date has past* insert TENURE = DISPOSITION IN GOOD STANDING COMMENCEMENT (enter date): Feb 17 / 1999 DOCUMENT (enter #): 337833 ECONOMIC IMPACT ESTIMATES Construction FTEs: 0 Permanent FTEs: 0 Land Investment$: 0 <SAVE>
11)	MAP UPDATE		. ensure hard copy mapping reflects any changes to the parcel shape
12)			. ensure any other 'ACTIVE' dispositions are dealt with

04/7/99 Bal

BRITISH COLUMBIA

Ministry of
Environment,
Lands and Parks

BC Assets and Land Corporation
1259 Dalhousie Drive
Kamloops, BC V2C 5Z5
Telephone: (250) 371-6200
Facsimile: (250) 828-4000

GST Registration No. R107864738

Our File: 3404721

March 31, 1999

R 93 Enterprises Ltd.
500 Cook Road
Kelowna BC V1W 3G9

Attention: Jim Nixon

Enclosed is an originally executed copy of Lease No. **337833** covering Block A of District Lot 5225, Osoyoos Division of Yale District, containing 0.504 hectares.

This Lease is issued in **your name** for a term of **30 years** commencing the **17th day of February, 1999**, for **commercial moorage and uses associated with the upland.**

In addition, please note that as per your telephone conversation with Drew Frymire, we have amended the Fee Schedule, replaced pages attached. We have also amended the map on the Legal Description Schedule to the "as built" sketch that you provided. Again the original pages are attached for your disposal.

I have been advised by the Surveyor General Branch in Victoria, that the required survey instructions for the filled area were mailed to your surveyor March 30, 1999.

Should you have any further questions, please contact **Barb Duncann** at **371-6336**.

Yours truly,

Barb Duncan
A/Senior Examiner

cc: Crown Land Registry Services, Victoria
B.C. Assessment Authority, Kelowna
Regional District of Central Okanagan

Duncan, Barb

From: Beddoes, Jeff
To: Duncan, Barb
Subject: RE: Survey, general question
Date: Tuesday, March 30, 1999 4:29PM

Hi Barb. If this is the Eldorado Hotel, I issued the survey instructions this morning and called the fill area Block B and the foreshore area Block A.

We strive never to call a primary parcel Block A except part in.....

Jeff Beddoes BCLS, CLS
Office of the Surveyor General

civic address 3400 Davidson Avenue Victoria B.C.
mailing address PO Box 9375 Stn Prov Govt Victoria B.C. V8W 9M5

telephone (250) 952-5324 fax (250) 387-1830

e-mail: jbeddoes@clrs.env.gov.bc.ca
web site: http://www.env.gov.bc.ca/clrs/

From: Duncan, Barb
Sent: Tuesday, March 30, 1999 2:29 PM
To: Beddoes, Jeff
Subject: Survey, general question

Jeff, I have forwarded survey instructions for file 3409518 and my question is. The instructions are over a surveyed lot, DL 5225, and we are surveying out the fill portion for them to purchase. I have put a note on the survey instruction package requesting that you name the filled area Block B as I assumed that the remainder of DL 5225 would be called Block A, however, in hindsite, I'm thinking that maybe the legals will read Blk A for the fill and the remainder of the foreshore lot will read, DL 5225, except Block A. Please let me know how this will be done because I need to know the correct legal for the foreshore that will remain under lease. Thanks Jeff.

I decided I need to be a lawyer and a BCLS to do this job!!

BRITISH COLUMBIA

Ministry of Environment, Lands and Parks

Legal Description Schedule

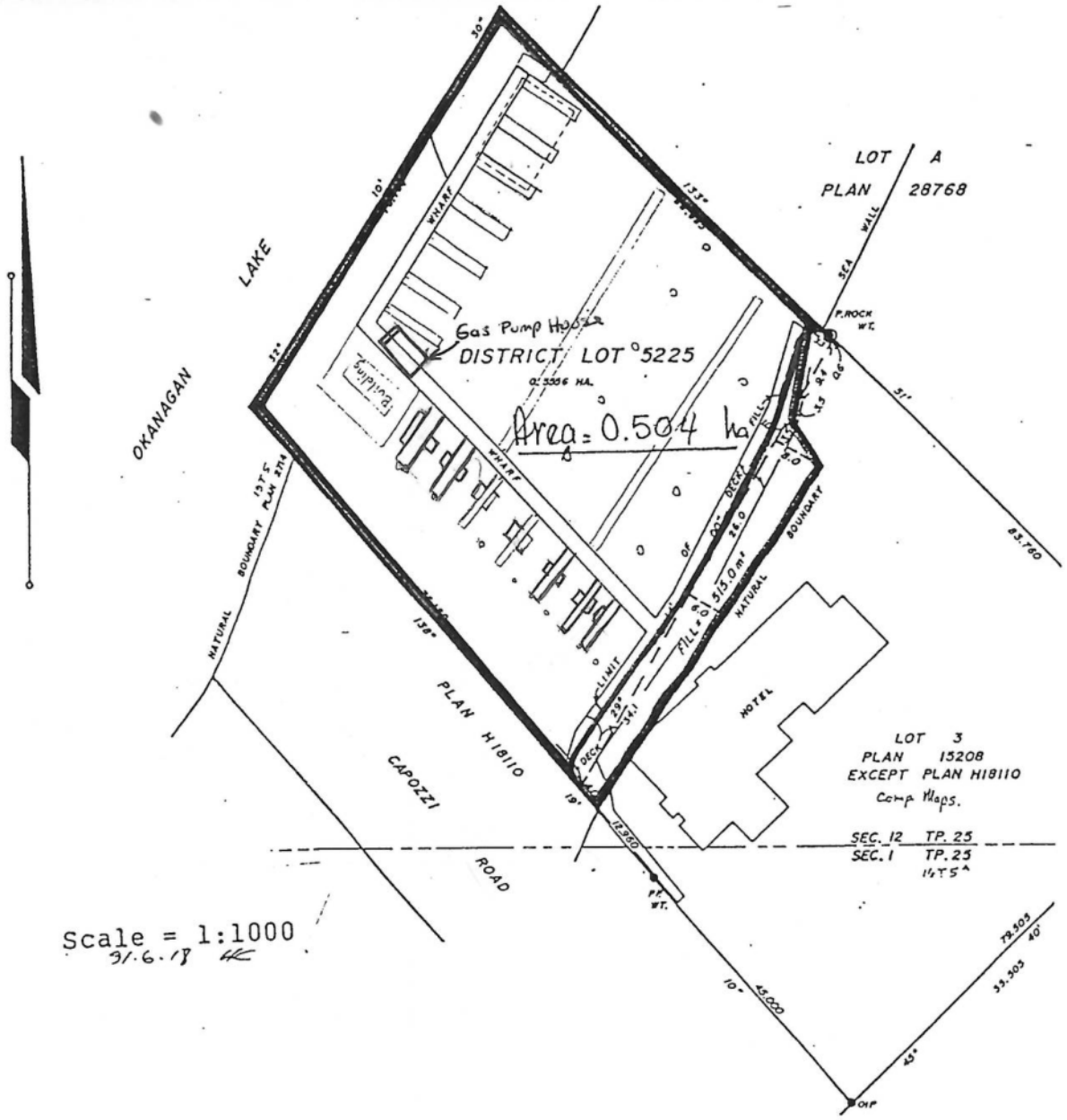
Lease No.

File No. 3404721

1. Legal Description

Block A of District Lot 5225, Osoyoos Division of Yale District, containing 0.504 hectares.

2. Sketch Plan



LE_LEGAL REV 1

March 19/99

Updated Development plan indicates 1763 feet of Moorage and a Gas pump House.

This plan should be used for lease document

Dave

Dave - this is an as built sketch.

1763' of Moorage indicated

Capri
INSURANCE

204 CAPRI OFFICE TOWER, 1835 GORDON DRIVE, KELOWNA, B.C. V1Y 3H5 PHONE (250) 860-2426 FAX (250) 860-1213

CERTIFICATE OF INSURANCE

Insured:	R93 Enterprises Ltd a/o Fermanagh Enterprises Ltd d/b/a/ ELDORADO HOTEL 500 Cook Road Kelowna, BC
Effective Date:	May 11, 1998 to May 11, 1999
Location:	500 Cook Road, Kelowna, BC

COVERAGES: Comprehensive General Liability $2,000,000
as per attached including:

- Personal Injury
- Employees as Additional Insureds
- Occurrence Property Damage
- Broad Form Property Damage
- Broad Form Completed Operations
- Non-Owned Automobile
- Attached Machinery
- Contingent Employers Liability
- Blanket Contractual
- Cross Liability
- Incidental Malpractice
- World Wide Cover
- Innkeepers liability:$25,000 limit - $500 deductible
- Contractor/Owners Protective
- Medical Payments
- Pollution Liability excluded
- Subject to $1,000.00 Reimbursement, except $2,500.00 on Forcible ejection

INSURANCE COMPANY:	Kingsway General Insurance Company
POLICY NO.:	CLP10226K
PREMIUM:	$6,375.00

COVER IS ON UNDERWRITERS STANDARD TERMS FOR CLASS OF COVER AND CEASES UPON ISSUANCE OF POLICY(IES) OR 60 DAYS AFTER THE EFFECTIVE DATE, WHICHEVER FIRST OCCURS. IMMEDIATE NOTICE MUST BE GIVEN IF ANY CHANGES ARE REQUIRED.
E. & O.E.

CAPRI INSURANCE SERVICES LTD.

per: _____
Geoff Sutherland

THIS DOCUMENT CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

Eldorado

HOTEL, BAR & DINING ROOM ~ ON THE LAKE

0276635

MAR 23 1999

KAMLOOPS, B.C.

March 22, 1999

BC Assets and Land Corporation
1259 Dalhousie Drive
Kamloops, B.C.
V2C 5Z5

ATTENTION: Lynne Totten, Licensing Officer

Dear Ms. Totten:

RE: R93 Enterprises Ltd., File Number 3404721

Please find enclosed our cheque in the amount of $9,355.01 to be applied to the above noted file.

Should there be any further preconditions to our Offer of Lease, please contact us.

Thank you again for all your assistance.

Sincerely,

ENTERED MAR 2 5 1999

MAR 2 4 1999
9355.01

Jim Nixon

500 Cook Road, Kelowna, BC, V1W 3G9 ~ Phone: (250) 763-7500 ~ Fax: (250) 861-4779
www.sunnyokanagan.com/el/

File Note

March 14/99 — Talked with Jim Nixon on telephone. I advised him that his updated development plan indicated 1763 feet of moorage so the annual rental would be increased to $1543.00

plus occupational rental — $7050.00

plus documentation fee — $150.00

plus GST — $612.01

New total owing — $9355.01

I advised Jim Nixon to forward $9355.00

I also advised him that Survey instructions for file 3409518 (Fill purchase) had been requested and that the S.G. would probably take a month or more to issue instructions.

Update LDS+ Fee Schedule as per Drew. — Drew

Tantalis
CHECKLIST **File:** 3404721

TENURE / CROWN GRANT Offer Letters

1)	**Main Menu**		. access the electronic file folder for the active application
2)	**File Tab**	✓	. review data and update where required LE/MARINA . . **STATUS** field: insert status = **OFFERED** <SAVE>
3)	**Tenure Tab** (not used for CGs)	✓	. review and update data where required 30 YRS.
4)	**Client Tab**	✓	. review data and update where necessary
5)	**Parcels Tab**	✓	. review data and update where necessary $1543.
6)	**Valuation Tab**	✓	. review data and update where necessary FIXED $1410.00 e.g. Land Value data for Crown Grants e.g. Rent Calc Method & associated data for Tenures GST EXEMPT = NO
7)	**Tasks Tab**	✓	**TENURES** . insert/assign SEND DOCUMENTATION task . enter completed date . insert and assign OFFER ACCEPTED task <SAVE> . select 'Find' tool . select 'Execute Query' to prompt COMPLETE DOC EXECUTION & CONFIRM TENURE task to appear . assign the task <SAVE> **CROWN GRANTS** . insert/assign SEND DOCUMENTATION task . enter completed date <SAVE> . select 'Find' tool . select 'Execute Query' . delete COMPLETE DOC EXECUTION & CONFIRM TENURE task that was auto-generated . insert and assign OFFER ACCEPTED task . insert and assign REQUEST CROWN GRANT task <SAVE>
8)	**Notes Tab**	✓	. enter notes if applicable TO BE SURVEYED AS BLOCK A .
9)	**Main Menu**		. access the Work Ledger Assignment
10	**Work Ledger Assignment**		. 'Find' the work tasks for the File . enter B/F dates against the OFFER ACCEPTED task 1999 04 17 <SAVE>

99-03-19
Revised Rent based on updated Development plan
1763 feet (lineal) of moorage x $5.00/ft x 5 months x 35% =
= $ 1543.00

ENTERED TANTALIS 3/16/99

BRITISH COLUMBIA

Ministry of
Environment,
Lands and Parks

BC Assets and Land Corporation
1259 Dalhousie Drive
Kamloops, BC V2C 5Z5
Telephone: (250) 371-6200
Facsimile: (250) 828-4000

GST Registration No. R107864738

Your contact is: **Lynne Totten**
Licensing Officer
371-6326

163-7500

File: 3404721

February 17, 1999

OFFER OF LEASE

R 93 Enterprises Ltd.
500 Cook Road
Kelowna BC V1W 3G9

Attention: Jim Nixon

I have been advised by the SG that we can the 2 Bands unamed how we want if we request. IN THIS CASE WE WANT THE FILE TO BE BLK B + THE FIS to be LEA = Pat B

We are pleased to offer you a Lease over **Block A of District Lot 5225, Osoyoos Division of Yale District containing 0.504 hectares** (the "Land") for **commercial moorage and uses associated with the upland.**

PRECONDITIONS

You can accept this offer by satisfying the following preconditions **by April 17, 1999**:

1. **FEES PAYABLE**

You need to pay the following fees:

$ 1543.00

Lease Rental	$ 1,410.00
Documentation Fee	$ 150.00
Occupational Rental	$ 7,050.00
GST (7% x $8,610.00)	$ 602.70 612.01
TOTAL	$ 9,212.70 9355.01

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

Interest 3.24 %

LYNNE DO NOT ISSUE LEASE WITHOUT SIGNED Acceptance + payment or 3409518. (Received) THANKS PAM

not until survey done

2. **LIABILITY INSURANCE**

You need to obtain a comprehensive general liability insurance policy with a limit of **$1,000,000.00** per occurrence. Evidence of this insurance must be submitted to our office upon request.

3. **SIGNING OF DOCUMENTS**

The enclosed Lease documents must **all** be signed in the spaces provided on the signature page by company officers who have the power to sign on behalf of the corporation. Then a witness must sign. The witness can be any adult other than a person signing on behalf of the corporation or a member of that person's family. RETURN ALL COPIES TO OUR OFFICE. An originally executed copy will be sent back to you.

REMINDER: **This offer expires if you do not satisfy the above preconditions by April 17, 1999.**

AGREEMENT TO FURTHER TERMS

By accepting this offer, you agree that:

(a) This offer cannot be transferred to another person;
(b) This offer and the Lease does not guarantee that:
    (i) the Land is suitable for the approved use,
    (ii) it can be built on,
    (iii) there is access to it, and
    (iv) it is not susceptible to flooding or erosion;
(c) This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;
(d) In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown;
(e) Time is of the essence in this offer.

By accepting this offer, you confirm that:

(a) You (or your authorized representative) have inspected the Land and are fully aware of its condition;
(b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;

ADDITIONAL INFORMATION

Please note that prior approval is required from this office for any subleasing arrangements. See Article V in Lease document.

This lease is also subject to the purchase of adjacent fill area and paying back rental on file no. 3409518.

FREEDOM OF INFORMATION

Personal information is collected by the Ministry of Environment, Lands and Parks pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under freedom of information legislation.

If you have any questions, please contact **Lynne Totten** at **371-6326**.

Yours sincerely,

Authorized Representative

BRITISH COLUMBIA

Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No. File No. 3404721

THIS LEASE dated for reference the **17th day of February, 1999**.

IN PURSUANCE of the *LAND ACT* (Section 38) and the *LAND TRANSFER FORM ACT*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

R 93 ENTERPRISES LTD., Inc. No.345769
500 Cook Road
Kelowna, British Columbia
V1W 3G9

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for **commercial moorage and uses associated with the upland** .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of* **30 years** *commencing on the* **17th day of February, 1999** (hereinafter called the Commencement Date").

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than **$1,000,000.00**, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor, such consent not to be unreasonably withheld.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only

subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior written consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the ***Commercial Arbitration Act;***

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the ***Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act*** , or ***Water Act*** , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 50 of the ***Land Act:***

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 65 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of **$0.00** and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the ***Land Transfer Form Act,*** those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands | File No. 3404721

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by British Columbia Assets and Land Corporation, authorized representative of the Minister of Environment, Lands and Parks:

_____
Authorized Signatory

SIGNED on behalf of R 93 Enterprises Ltd. by a duly authorized signatory in the presence of:

_____
Witness

_____
Authorized Signatory

For Land Title Office use: Page ___ of ___.

BRITISH COLUMBIA

Ministry of Environment, Lands and Parks

Legal Description Schedule

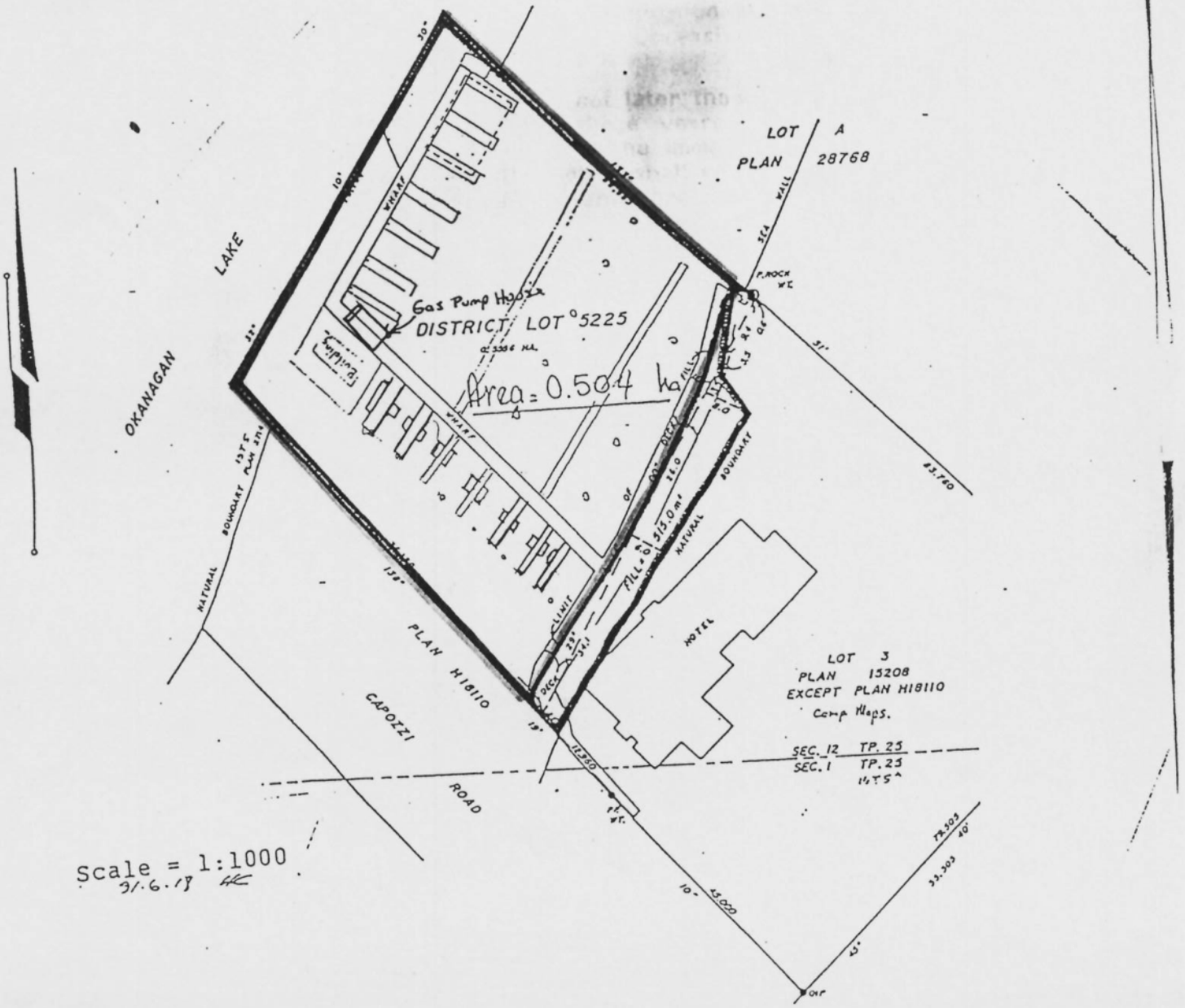
Lease No.

File No. 3404721

1. Legal Description

Block A of District Lot 5225, Osoyoos Division of Yale District, containing 0.504 hectares.

2. Sketch Plan



LE_LEGAL REV 1

Page 1 of 1

BRITISH COLUMBIA

Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No. File No. 3404721

1. THE FEE SHALL BE

   (a) for the first year of the term, a fee of **$1,543.00** payable in advance on the Commencement Date, the receipt and sufficiency of which is hereby acknowledged; AND

   (b) during the balance of the term, the annual fee determined by the Lessor under this Schedule, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. The Lessor shall, in each year of the term not later than 15 days before the anniversary of the Commencement Date during those years, give written notice to the Lessee specifying the annual fee payable for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified in it.

3. If the Lessor does not give notice to the Lessee under section 2, the annual fee payable for that year shall be equal to the annual fee payable for the immediately preceding year of the term.

Planning & Development Services

City Hall
1435 Water Street, Kelowna, B.C. V1Y 1J4
Phone (250) 862-3304 Fax (250) 862-3320

To:	Drew Frymire	**From:**	Andrew Bruce abruce@city.kelowna.bc.ca
Co:	MOELP: Crown Lands	**Pages:**	7
Fax:	250-828-4000	**Date:**	March 11, 1999
Re:	Eldorado Marine Fuel and Sani-Dump	**CC:**	

☐ **Urgent** x **For Review** ☐ **For Your Files** ☐ **Please Reply** ☐ **Confidential**

• **Comments:**

Dear Drew:

Please find attached the following information regarding the marine fuel and sani-dump proposal for the Hotel Eldorado.

- Referral comments from MOELP Okanagan Sub-committee concluding that BC Environment does not have jurisdiction over "storage tanks etc." I believe Mark Watt sent you a copy of our bylaw and the Kelowna Fire Department is the licensing authority. Please advise if anything else is required from MOELP on this issue.
- Reid Crowther's letters dated January 11, 1999 and March 3, 1999 and the attached conceptual plan labeled Schedule "A:.
- The plan that was included with our circulation to technical agencies labeled Schedule "B".

I will advise Jim Nixon that he needs to ensure that you have the latest plan, signed and dated by him, as part of the information needed to complete the approval process. Please do not hesitate to call me at 250-862-3339 local 206 if you need any further information.

Yours truly,

Andrew

Andrew Bruce
Planning and Development Officer

BRITISH COLUMBIA

June 26, 1998
Your File: DP98-10,011/TA98-003
File #: 98SIP0135

City Of Kelowna
1435 Water St.
Kelowna, BC
V1Y 1J4

Attention: F. B. Pritchard

CITY OF KELOWNA
PLANNING DEPT. RECEIVED
JUL 6 1998
Director ____ Curr. Mgr ____
C. P. Mgr ____ L. R. Mgr ____
S. P. Mgr ____ App. Officer ____

Dear F. Pritchard:

Re: Rezoning & Development Permit Application - Cook Road

In regard to your letter of March 30, 1998, BC Environment, Southern Interior Region, provides the following comments.

BC Environment does not have jurisdiction for storage tanks etc. This is handled by local representatives for the Fire Commissioner's office (usually someone on the local fire department). We would recommend double wall tanks and lines and secondary containment in case of spills or leaks.

We advise that if any changes to the location or nature of any watercourse (lake, river or creek) is contemplated, then an Approval or Notification under Section 9 of the Water Act is required. For further information, please contact Don McKee of the Water Management Program in Penticton at 490-8200. Application forms are available upon request.

Yours truly,

Referral Committee
Okanagan Sub-Region

SYMONDS/BOYES/dc

cc: R-93 Enterprises
500 Cook Road
Kelowna BC V1W 3G9

Ministry of Environment, Lands and Parks
BC Environment
Mailing Address:
201-3547 SKAHA LAKE ROAD
PENTICTON BC V2A 7K2
Telephone: (604) 490-8200
Facsimile: (604) 492-1314

Reid Crowther

Refer to File. 38295-00

January 11, 1999

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

Attention: Mr. Andrew Bruce
Planning and Development Officer

Dear Sir:

Re: Eldorado Marina Development Environmental Review
Development Permit Application No. 98-10,011

Reid Crowther & Partners Ltd. has been retained by R93 Enterprises Ltd. (Mr. Jim Nixon) to provide engineering design and construction inspection services for the environmental and site servicing portions of this project. This includes the gasoline storage tank and fuel delivery system, as well as the sanitary sewer and drinking water connections for the wharf. As listed in your letter to the developer dated 21 April 1998, our first task is to report on the environmental safety issues that will be addressed with the project. These issues will include:

1. design the fuel delivery system and sewer system to meet or exceed current regulations;
2. install the works to ensure long term performance and minimization of lake impacts;
3. establish clear operational procedures for spill and leak prevention;
4. set-up contingency plans for spill containment.

The development of marine fueling facilities is governed by City of Kelowna Petroleum Products Storage Tank Bylaw No. 8267. This document outlines the requirements for design, installation and maintenance of the fuel delivery system and references the following companion regulations:

- British Columbia Fire Code
- British Columbia Coastal Marina Facility and Operating Standards
- CCME Environmental Code of Practice for Underground Storage Tank Systems Containing Petroleum Products (or Aboveground Storage Tank Systems)
- City of Kelowna Sanitary Sewer / Storm Drainage Regulation Bylaw No. 6618-90

Reid Crowther & Partners Ltd.
Suite 201, 3275 Lakeshore Road Kelowna, British Columbia V1W 3S9 Phone: (250) 762 5727 Fax: (250) 762 7789 www.reid crowther.com

The fuel storage and piping equipment will utilize the latest in double-walled containment and leak detection technology. The design and installation will also meet all other applicable City, Provincial and Federal regulations for work near environmentally sensitive sites.

In addition to design and construction services, we will compile the Operation and Maintenance Manual for the facility. This will include copies of all pertinent regulations and user friendly forms and instructions for day-to-day operations, including the following:

- Policies and procedures for receiving fuel deliveries and fuel dispensing
- Procedures for use of sanitary collection station
- Facilities and equipment checks, inspections and maintenance schedules
- Fuel leak detection monitoring, inventory reconciliation and record keeping
- Spill response plan and use of spill containment kits
- Spill reporting
- Staff training

Our preliminary assessment favors the installation of an underground storage tank over above ground storage, to minimize site impacts and screening concerns. However, in the preliminary design stage we will examine both options in more detail. We would like to submit the preliminary design for review and approval in principal prior to commencing detailed design. This submission will be provided for the presentation to council if permissible.

We trust this information will meet your requirements to proceed with the approval process. If you require any further information at this time, please contact the undersigned at 762-3727.

Sincerely,

B.D. Beach, P.Eng.
Project Manager, Municipal Division

BDB:f

Copy to: Mr. Jim Nixon
R93 Enterprises Ltd.

Reid Crowther

Reid Crowther

Refer to File: 38295-00-4(b)

I-00110DB (MUN)

March 3, 1999

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

Attention: Mr. Andrew Bruce
Planning and Development Officer

Dear Sir:

Re: **Eldorado Marina Development Conceptual Design**
Development Permit Application No. 98-10,011

We enclose the conceptual wharf servicing plan for this marina development, to be included in your report to Council. As mentioned in our environmental review letter dated January 11, 1999, we have considered both aboveground and underground fuel storage systems. The cost of the underground option is significantly more, but there is much less risk of vandalism or fire. The client has agreed to proceed with the underground storage tank if installation can proceed before the lake levels rise and construction costs escalate further.

Upon your favourable response, we will quickly complete the detailed design and make submissions to the appropriate authorities. If you require any further information at this time, please contact the undersigned at 762-3727.

Sincerely,

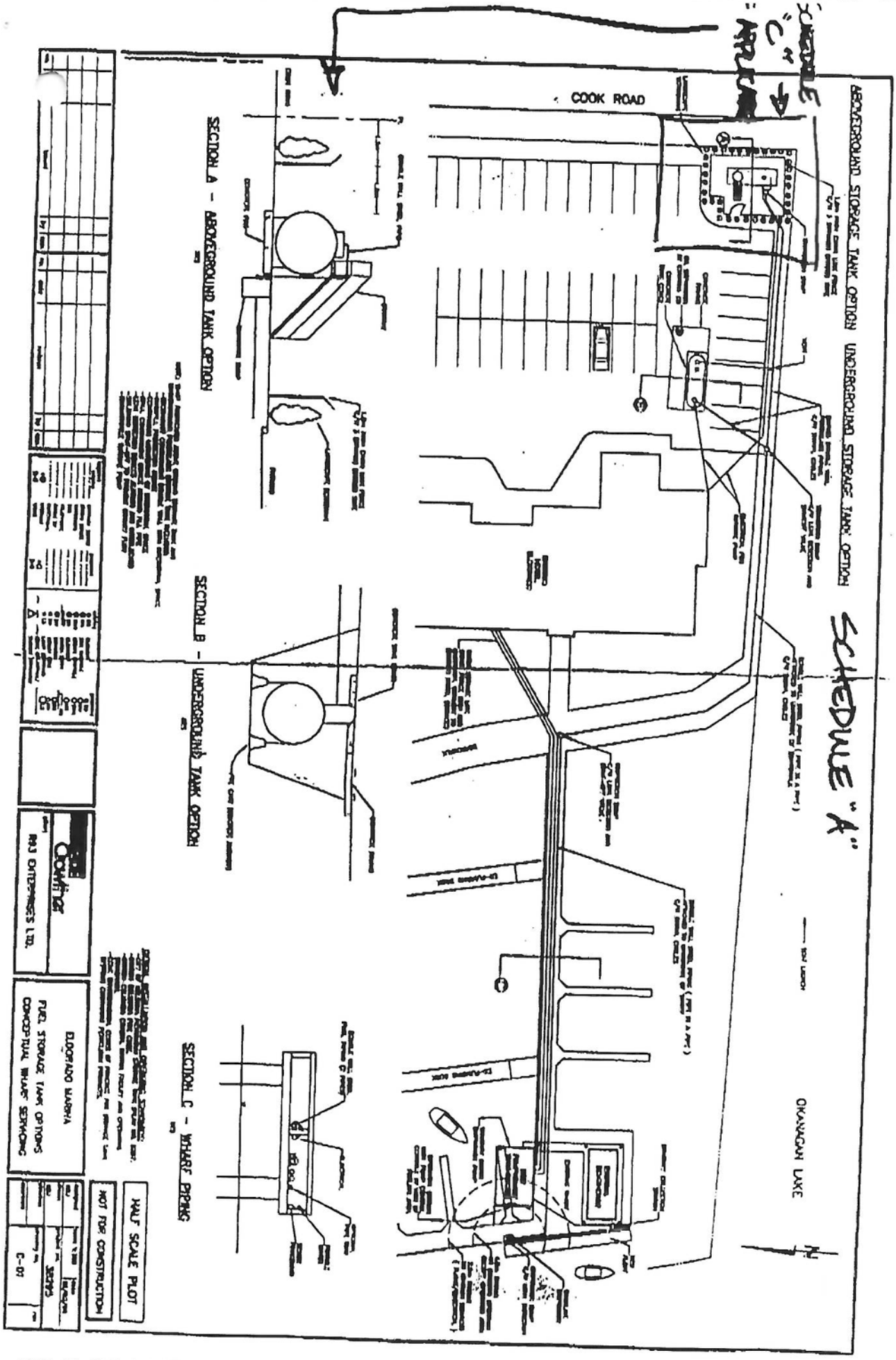
B. Beach

B.D. Beach, P.Eng.
Project Manager, Municipal Division

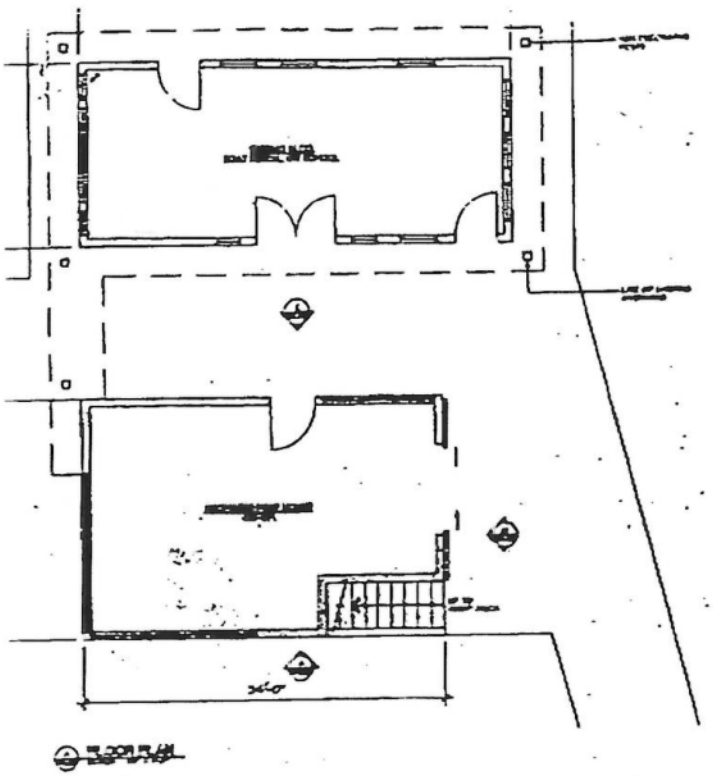
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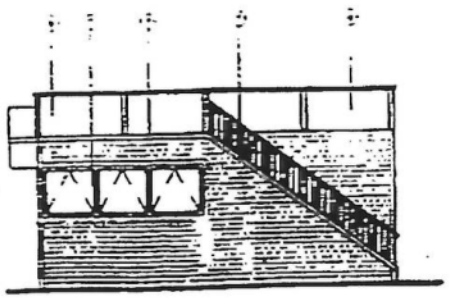
Copy to: Mr. Jim Nixon
R93 Enterprises Ltd.

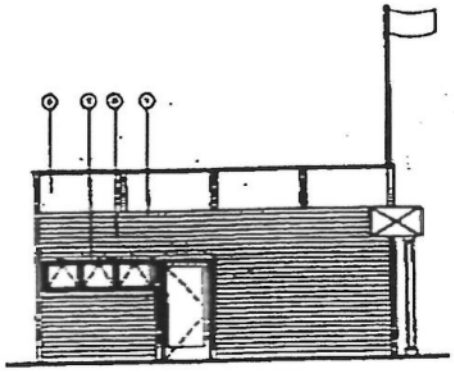
Reid Crowther & Partners Ltd.
Suite 201, 3275 Lakeshore Road Kelowna, British Columbia V1W 3S9 Phone: (250) 762-3727 Fax: (250) 762-7789 www.reid-crowther.com

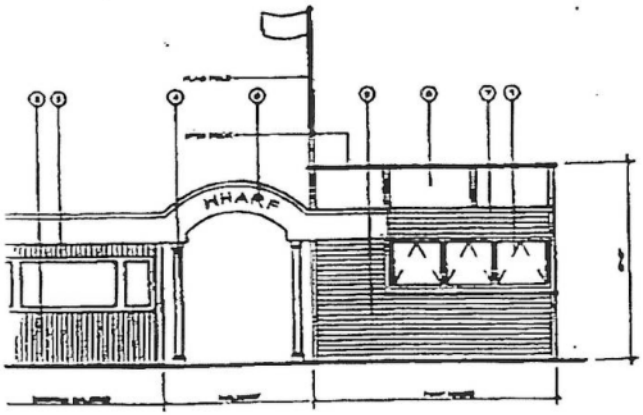

SCHEDULE "A"
COOK ROAD
OKANAGAN LAKE
SECTION A - ABOVEGROUND TANK OPTION
SECTION B - UNDERGROUND TANK OPTION
SECTION C - WHARF PIPING
ABOVEGROUND STORAGE TANK OPTION
UNDERGROUND STORAGE TANK OPTION
ELDORADO MARINA
FUEL STORAGE TANK OPTIONS
CONCEPTUAL WHARF SERVICING
HALF SCALE PLOT
NOT FOR CONSTRUCTION

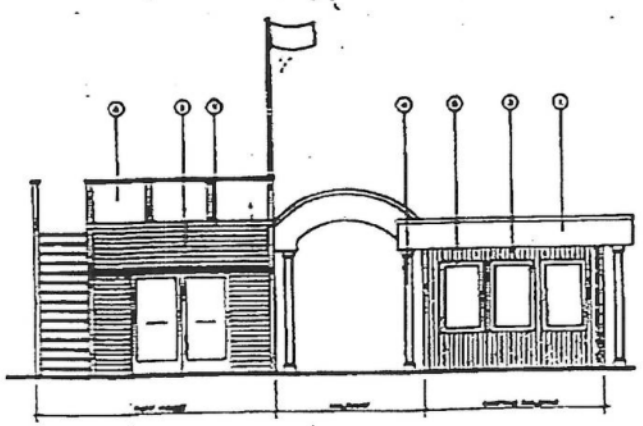
SCHEDULE "B"





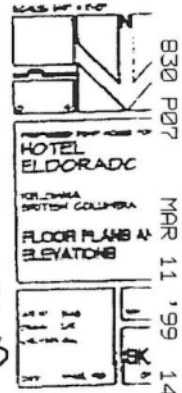






Allan Kube Associates

250-862-3320 PLANNING KELOWNA



DP98-10,011
DVP98-0013

BRITISH COLUMBIA
Ministry of Environment, Lands and Parks

Legal Description Schedule

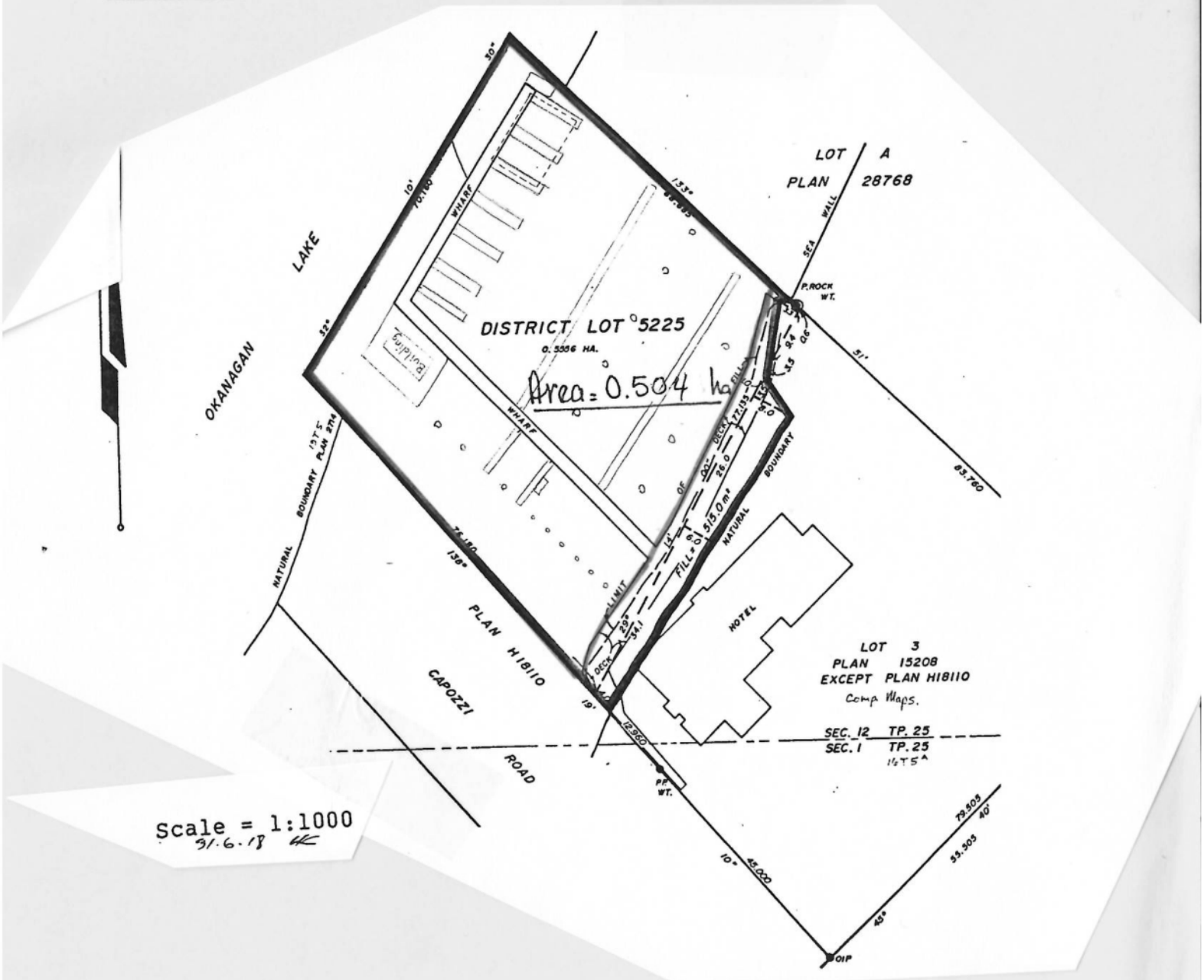
Lease No.

File No. 3404721

1. Legal Description

Block A of District Lot 5225, Osoyoos Division of Yale District, containing 0.504 hectares.

2. Sketch Plan



LE_LEGAL REV 1

Page 1 of 1

BRITISH COLUMBIA Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No. File No. 3404721

1. THE FEE SHALL BE

   (a) for the first year of the term, a fee of **$1,410.00** payable in advance on the Commencement Date, the receipt and sufficiency of which is hereby acknowledged; AND

   (b) during the balance of the term, the annual fee determined by the Lessor under this Schedule, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. The Lessor shall, in each year of the term not later than 15 days before the anniversary of the Commencement Date during those years, give written notice to the Lessee specifying the annual fee payable for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified in it.

3. If the Lessor does not give notice to the Lessee under section 2, the annual fee payable for that year shall be equal to the annual fee payable for the immediately preceding year of the term.

BRITISH COLUMBIA Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

Lease No. File No. 3404721

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in **the schedule attached to this Lease called the Legal Description Schedule;**

(b) not interrupt the movement of beach sedimentary material by water along the shoreline without the prior written consent of the Lessor;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act;***

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

(a) In addition to the provisions for cancellation set out in this Lease, the Lessor may cancel this Lease, upon **90 days** written notice to the Lessee, should the Lessee transfer or assign his fee simple interest in all that parcel or tract of land more particularly described as:

Lot 3 of District Lot 134, Osoyoos Division of Yale District, Plan 15208 except Plan H18110

File No. 3404721

1. ENTER ON TAS WORK LEDGER _____
2. WRITTEN OFF TAS WORK LEDGER _____
3. CHANGE APPLICATION _____
4. CHANGE TENURE _____
5. CONFIRM TENURE _____
6. STATUS TENURE CHANGE _____
7. CLR UPDATE _____

TENURE CHECKLIST

Tenure Type LE
Tenure Subtype 01
Purpose 04
Subpurpose 04

Tenure Date ~~Feb 17/99~~
Purchase Option (Y/N) _____
Mortgage (Y/N) _____
Former SUP (Y/N) _____

Expiry Date ~~Feb 17~~/2029
OIC Number _____
Assigned _____
Security $_____

Land Type
Upland 1 ___
Shoreland 2 ___
Foreshore 3 ✓
Both Upland & Shoreland 6 ____

Water Type
River 1 ___
Lake 2 ✓

Waterbody OKANAGAN
Hectares 1.504
Next Review ~~Feb 17/20~~
Feb 17/2000

Reason

✓ 01 Rental ___ 02 Insurance ___ 03 Dev/Mgt Plan ___ 04 Sur Requir. ___ 05 Pur. Price ___ 06 Other Perm
___ 07 Royalty Rate ___ 08 Envir.Concerns ___ 09 Collat.agree ___ 10 Security ___ 11 Expiry ___ 12 Misc.

Policy Number 1

Land Value _____
Year of Lease _____
Prepaid Amount _____
Base Rent _____
Fixed Rent 1410.

Land Value Date _____
Year of Devel. _____
Rent Start Date _____
Revenue Code _____
Current Rent 1410

Percentage of Gross _____
Animal Unit Months _____
Royalty Rate _____
Royalty Unit _____

Notes/Reminders: _____

EX2CLRIS (94/01)