

Licence No.: 342858

File No.: 3408741

Disposition No.: 858856

THIS AGREEMENT is dated for reference September 29, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
1450 K.L.O. Rd
Kelowna, BC V1W 3Z4

(the "Client")

WITNESS THAT WHEREAS:

The Province and City of Kelowna entered into Licence No. 342858 on September 16, 2006; which was subsequently assigned to Regional District of Central Okanagan on June 1, 2016; (herein called the "Document") over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less

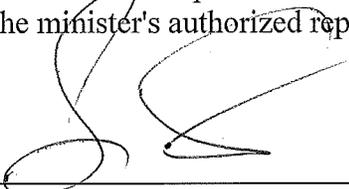
The parties have agreed to amend the Tenure.

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 The parties agree to remove and replace Article 2 (2.2) of the Tenure with "The term of this Agreement commences on the Commencement Date and terminates on October 27, 2017, or such earlier date provided for in this Agreement".
- 2 In all other respects the Tenure 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 Tenure.
- 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 the minister responsible for the *Land Act*
or the minister's authorized representative

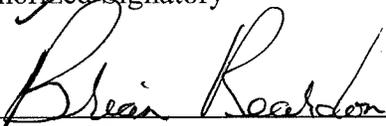


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of REGIONAL DISTRICT OF CENTRAL OKANAGAN
By its authorized signatories



Authorized Signatory



Authorized Signatory



ENDORSEMENTS

Licence No. 342858

File: 3408741

Endorsement No. 2

Date: November 1, 2016

Licence modified by agreement dated, September 1, 2016 to extend the term of the tenure until October 27, 2017.



ASSIGNMENT/ASSUMPTION

Licence. No.: 342858

File No.: 3408741

Disposition No.: 858856

THIS AGREEMENT is dated for reference June 1, 2016.

BETWEEN:

CITY OF KELOWNA
1435 Water Street
Kelowna BC V1Y 1J4

OF THE FIRST PART

(herein the "Assignor")

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
1450 K.L.O. Road
Kelowna BC V1W 3Z4

OF THE SECOND PART

(herein the "Assignee")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Province and City of Kelowna entered into Licence No. 342858 on September 16, 2006; "herein called the "Document" over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of

District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
 - (a) is a district or municipality incorporated under the *Local Government Act* and has the legal capacity to acquire land.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
 - (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
 - (b) the Assignee has reviewed and inspected all municipal and regional by-laws,

regulations and policies concerning the use and development of the land which is the subject of the Document; and

- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

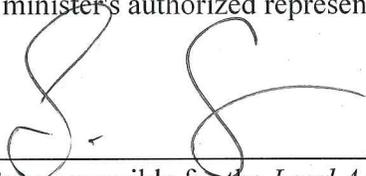
ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement 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 shall be enforceable to the fullest extent permitted by law.

6.9 All schedules attached to this agreement form an integral part of this agreement.

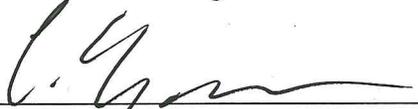
IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



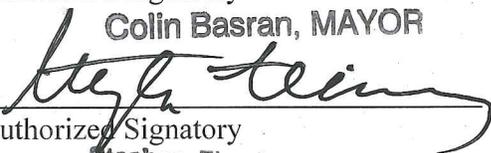
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of CITY OF KELOWNA
by its authorized signatories



Authorized Signatory

Colin Basran, MAYOR



Authorized Signatory

**Stephen Fleming,
City Clerk**

SIGNED on behalf of REGIONAL DISTRICT OF CENTRAL OKANAGAN
by its authorized signatories



Authorized Signatory



Authorized Signatory



LICENCE OF OCCUPATION

Licence No.:

File No.: 3408741

342858

Disposition No.: 858856

THIS AGREEMENT is dated for reference September 16, 2006 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

CITY OF KELOWNA
Attn: Ron Forbes Property Manager
1435 Water St
Kelowna, BC V1Y 1J4

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means September 16, 2006;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*) and land covered by water;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.



- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for Park purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.



ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
- (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (l) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (m) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),



- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and 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 you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(l), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right 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 prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of

all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(m)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(m)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(m)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.



ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the



Improvements;

- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.



- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or

winding up;

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative)



that are closest to Kamloops, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
3rd Floor, 145-3rd Ave.
Kamloops, BC V2C 3M1;

to you

CITY OF KELOWNA
Attn: Ron Forbes Property Manager
1435 Water St
Kelowna, BC V1Y 1J4;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in

- writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.



The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **CITY OF KELOWNA**
by its authorized signatories

Authorized Signatory

DOUG GILCHRIST
MGR, CDRB

Authorized Signatory

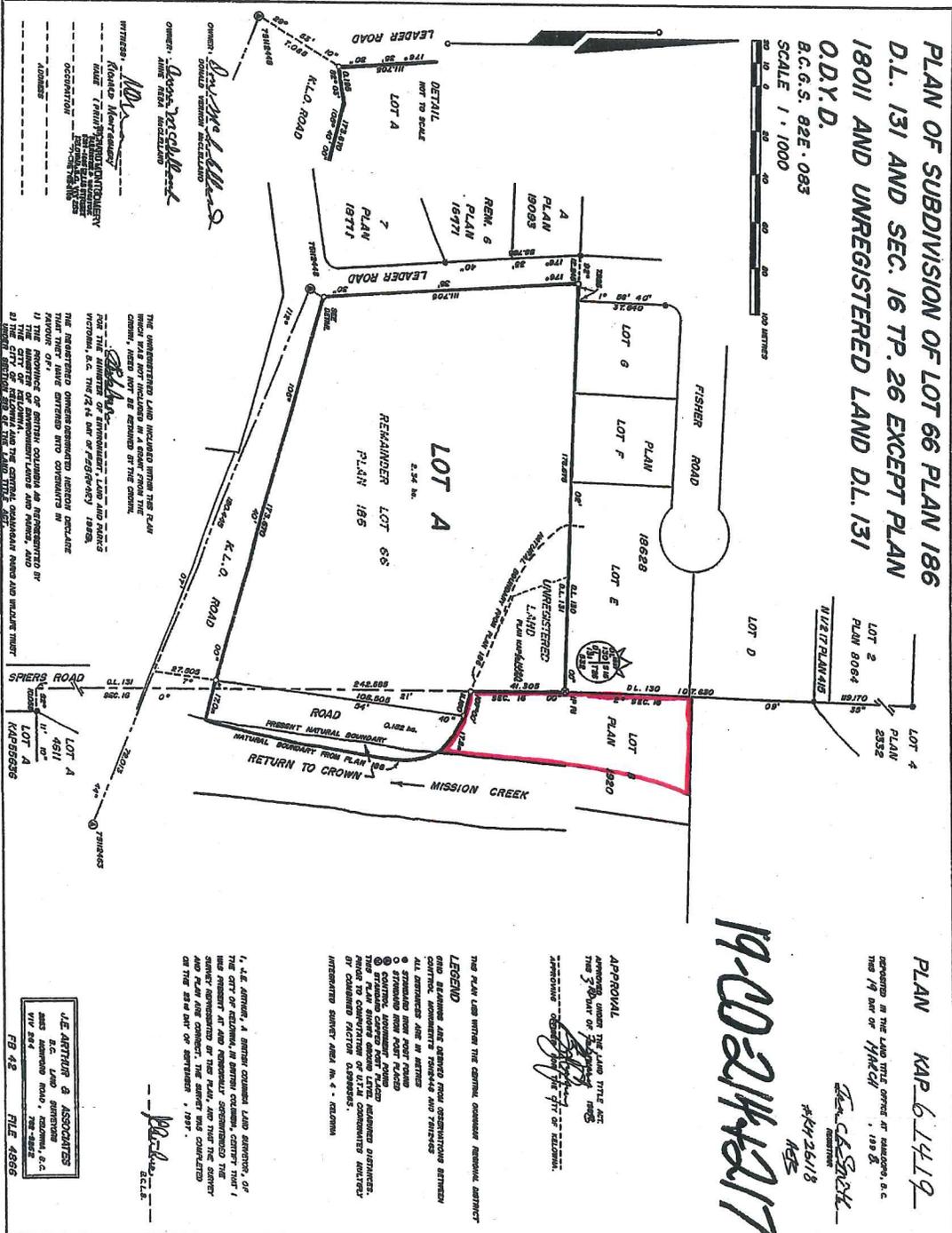


LEGAL DESCRIPTION SCHEDULE

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less

Please refer to the attached four sketches.

**PLAN OF SUBDIVISION OF LOT 66 PLAN 186
D.L. 131 AND SEC. 16 TP. 26 EXCEPT PLAN
18011 AND UNREGISTERED LAND D.L. 131
O.D.Y.D.
B.C.G.S. 83E-083
SCALE 1" = 1000'**



OWNER: *David L. Williams*
OWNER: *Donna Williams*
OWNER: *Ann Fern MacCallum*

WITNESSES:
Robert M. Hartman
John J. ...

THE UNREGISTERED LAND INCLUDED WITHIN THIS PLAN WHICH WAS NOT INCLUDED IN A GROUND FROM THE COMM. HEREIN, HEREIN NOT BE RETURNED BY THE COMM. FOR THE PURPOSE OF SUBDIVISION, LAND AND WATER VICTORIA, A.C. THE 24th DAY OF FEBRUARY 1988.

THE REGISTERED OWNERS HEREBY DECLARE THAT THEY HAVE ENTERED INTO COVENANTS IN CONNECTION WITH THE SUBDIVISION OF THE LAND SHOWN ON THIS PLAN AND THE CITY OF SELWYN AND THE CENTRAL GROUNDWATER BOARD AND IN WITNESS WHEREOF SECTION 20 OF THE LAND TITLE ACT.

PLAN KAP 61419
APPROVED BY THE LAND TITLE OFFICE OF MANITOBA, A.C. THIS 19 DAY OF MARCH 1988.
C. S. ...
#4726/18
KES

19-0021419-217

APPROVAL
APPROVED BY THE LAND TITLE OFFICE OF MANITOBA, A.C. THIS 19 DAY OF MARCH 1988.
[Signature]
APPROVED BY THE CITY OF SELWYN.

THE PLAN LIES WITHIN THE CENTRAL GROUNDWATER RESERVE DISTRICT
LEGEND
① REMAINS ARE DERIVED FROM OBSERVATIONS BETWEEN SURVEY POINTS AND TRINETS
② STATIONED NEW POLE FOUND
③ STATIONED NEW POLE PLACED
④ CONTROL POINT FOR SURVEY
⑤ THIS PLAN SHOWS EXISTING UTILITIES, REMOVED DISTANCES, AND COULDED FROM OWNERS
⑥ UNREGISTERED SURVEY AREA No. 4 - SELWYN

J.E. HARTMAN & ASSOCIATES
S.E. LAND SURVEYORS
3833 ASPEN ROAD, SELWYN, A.C.
VIA FAX 788-2882
FB 42 FILE 4886

PLAN OF SUBDIVISION OF PART OF LOT A
 PLAN 1920 SEC. 16 TR. 26 O.D.Y.D.,
 EXCEPT PLANS B4694, 19821 AND 20240,

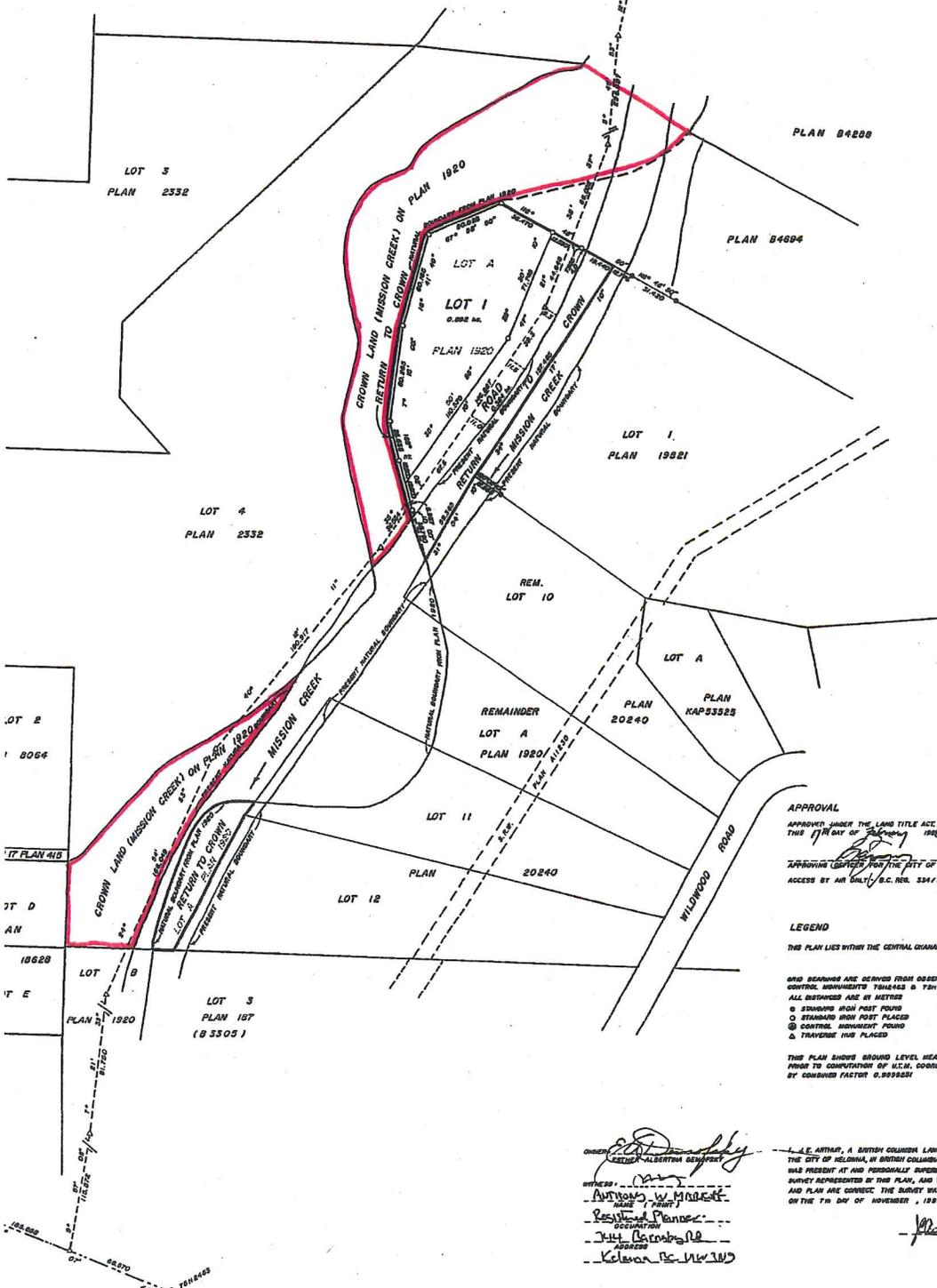
PLAN KAP 61083

DEPOSITED IN THE LAND TITLE OFFICE AT VANCOUVER, B.C.
 THIS 25 DAY OF JAN 1988

Plan CB Saint
 REGISTRAR

CGS 82 E-083

SCALE 1 : 1250



APPROVAL
 APPROVED UNDER THE LAND TITLE ACT
 THIS 17 DAY OF February 1988
 REGISTRAR
 APPROVAL OFFICER FOR THE CITY OF VICTORIA
 ACCESS BY AIR MAIL, B.C. REG. 384178

LEGEND
 THIS PLAN LIES WITHIN THE CENTRAL GRANBAY REGIONAL DISTRICT

GRID READINGS ARE DERIVED FROM OBSERVATIONS BETWEEN
 CONTROL INSTRUMENTS T81452 & T818446
 ALL DISTANCES ARE IN METRES
 (S) STANDING IRON POST FOUND
 (O) STANDING IRON POST PLACED
 (C) CONTROL INSTRUMENT FOUND
 (A) TRANSVERSE MARK PLACED
 THIS PLAN SHOWS GROUND LEVEL MEASURED DISTANCES,
 HENCE TO COMPUTATION OF AREA, CORRECTIONS, MULTIPLY
 BY CORRECTION FACTOR 0.999861

OWNER: *[Signature]*
 ALBERTA BEMPEL
 WITNESSES:
 Anthony W. Minnett
 Respected Planner
 Hill Construction
 Kelowna BC V1W 1W3
 J.E. ARTHUR, A BRITISH COLUMBIA LAND SURVEYOR, OF
 THE CITY OF VICTORIA, IN BRITISH COLUMBIA, CERTIFY THAT I
 WAS PRESENT AT AND PERSONALLY SUPERVISED THE
 SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY
 AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED
 ON THE 17 DAY OF NOVEMBER, 1987.
 J.E. Arthur
 B.C.L.S.

J.E. ARTHUR & ASSOCIATES
 B.C. LAND SURVEYORS
 8825 WILLOWOOD ROAD, VICTORIA, B.C.
 V8S 2G4
 FB. 8 FILE 4891

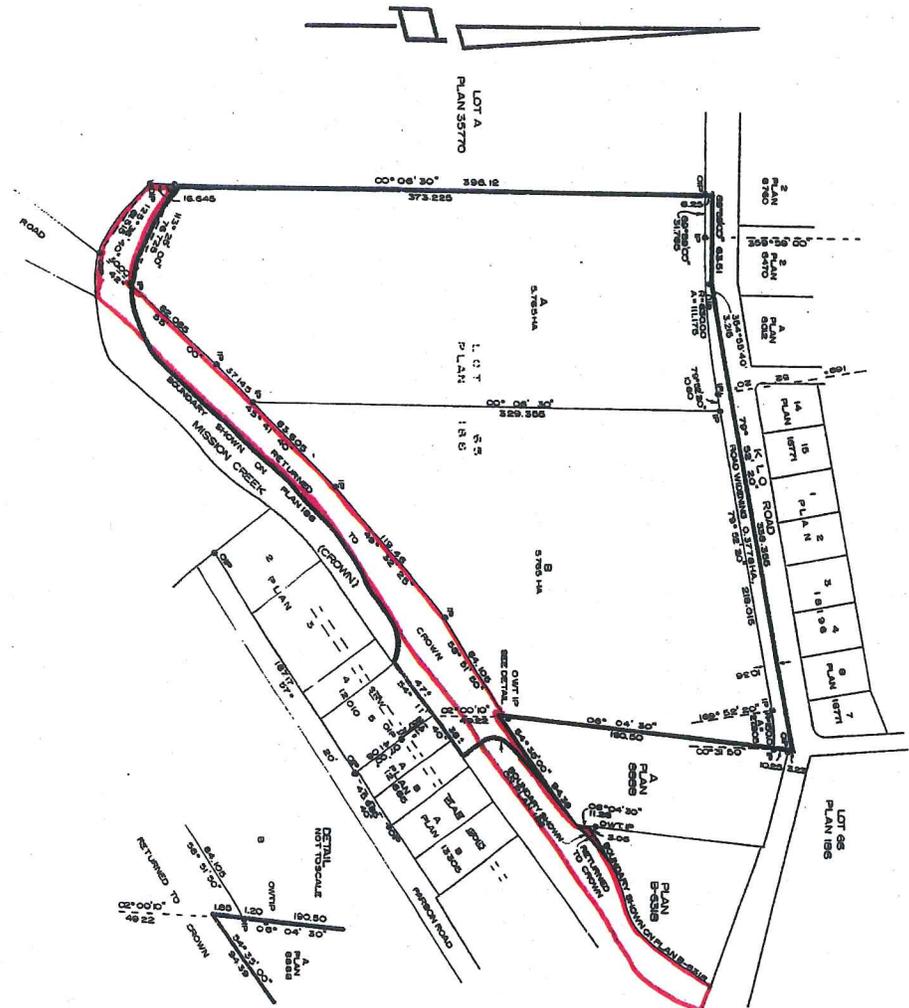
Page 17 of 19
 342858

FILED
 REGISTRAR
 1988-01-25-11:36-47-38888

19-CO.214+217

PLAN OF SUBDIVISION OF LOT 65, PLAN 186, EXCEPT THOSE PARTS INCLUDED WITHIN THE BOUNDARIES OF PLANS B-6318, 9888 AND 12010, DISTRICT LOT 131, O. D. Y. D.

SCALE: 1:2000METRES



PLAN No. 3 2 2 54
 DEPOSITED IN THE LAND TITLE OFFICE AT WILMINGTON, S.C.
 THIS 10 DAY OF May 19 88

K.B. 6466
N.S.

THE REGISTERED OWNER HEREBY DECLARES THAT THEY HAVE ENTERED INTO A COVENANT WITH THE CITY OF WILMINGTON.

LEGEND

BOUNDARIES ARE APPROXIMATE
 ○ OPEN DENOTES OLD IRON POST FOUND
 ● FILL DENOTES IRON POST SET

APPROVED UNDER THE LAND TITLE ACTS OF 1930 BY
 PLAN No. 3 2 2 54
 APPROVED OFFICER FOR THE CITY OF WILMINGTON

THIS PLAN LIES WITHIN THE REGISTRATION DISTRICT OF CENTRAL
 OCCUPANCY
WITNESSES
OWNER

[Signature]
 REGISTERED OWNER
 T.E. FERGUSON & ASSOC., INC.
 218-428 HORTON STREET, WILMINGTON, S.C.
 BY *[Signature]* ANNE CAROL DRYER

"THOMAS E. FERGUSON, A BROTHERS COLUMBIA LAND SURVEYOR OF WILMINGTON, S.C., HAS PERSONALLY SUPERINTENDED THE SURVEY AND CORRECT THE SURVEY WAS COMPLETED ON THE 2ND DAY OF May 19 88"

T.E. FERGUSON & ASSOC.,
 BROTHERS COLUMBIA LAND SURVEYORS,
 218-428 HORTON STREET, WILMINGTON, S.C.
 TEL. 793-310

40137

SUBDIVISION PLAN OF LOT 2, PLAN 33913
D.L. 134 AND SEC. 6, TP. 26, O.D.Y.D.

PLAN NO. 40137

Deposited in the Land Title Office at
Kelowna, B.C. this 15 day of
Sept 1998.

SCALE: 1"=1250 (All distances are in metres)

19-20.214+217

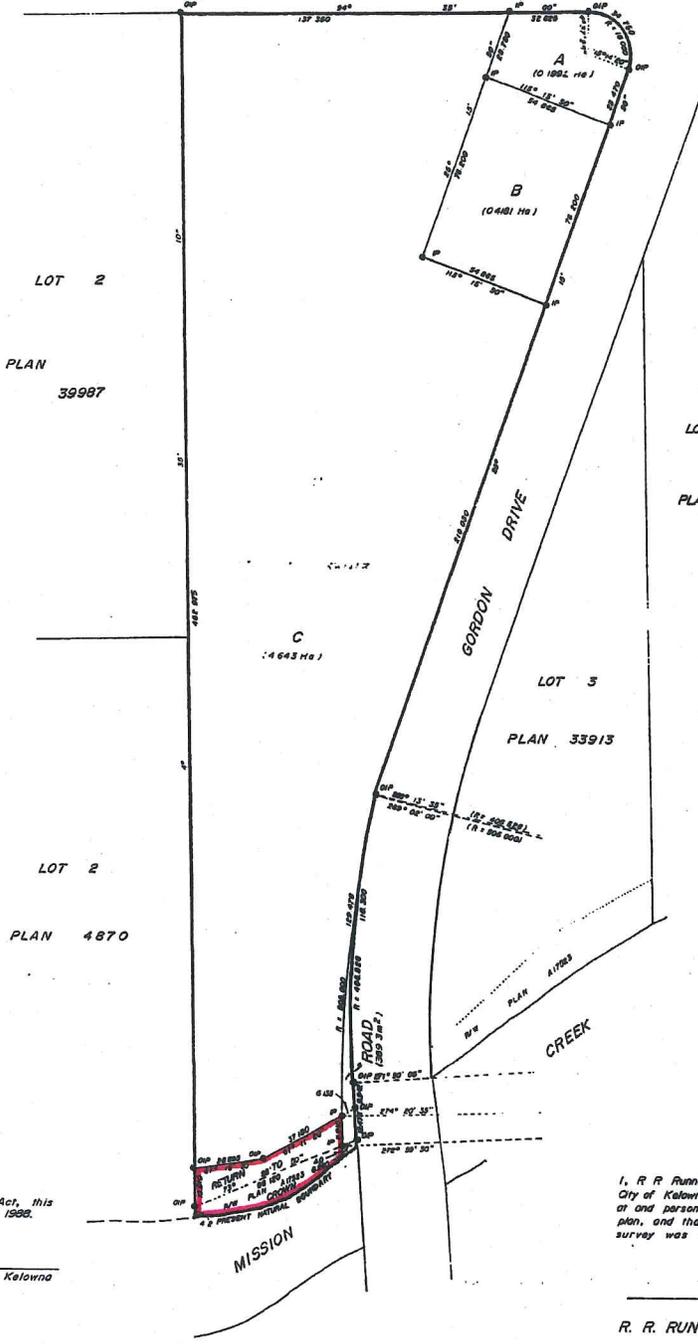
LEGEND
BARINGS ARE GRID BEARINGS AND ARE DERIVED
FROM PLAN 33913
OP - IRON POST FOUND
IP - IRON POST SET

[Signature]
Registrar

KB1521
[Signature]

LOT 1 PLAN 26929

COOK ROAD



The registered owner designated hereon
declares that he has entered into a
Covenant with the Province of British
Columbia and the City of Kelowna
under Sec 215 of the Land Title
Act.

OWNER:
MK'S RESOURCES INC.

[Signature]

Approved under the Land Title Act, this
15 day of August 1998.

[Signature]
Deputy Registrar for the City of Kelowna

I, R. R. Runnalls, a British Columbia land surveyor, of the
City of Kelowna, in British Columbia, certify that I was present
at and personally supervised the survey represented by this
plan, and that the survey and plan are correct. The
survey was completed on the 12th day of August, 1998.

[Signature] B.C.L.S.
R. R. RUNNALLS & ASSOCIATES
B. C. LAND SURVEYORS.
NO 2-1470 WATER ST KELOWNA, B.C.
V1Y-1J5 783-7322
FILE 9846

Plan lies within the Regional District of Central Okanagan

Page 19 of 19
342858



ENDORSEMENTS

Licence No. 342858

File: 3408741

Endorsement No. 1

Date: July 20, 2016

Assigned unto **Regional District of Central Okanagan** by Agreement dated, June 1, 2016.



Ministry of
Forests, Lands and
Natural Resource Operations



Our File: 3408741
Your File: 6130-31 MCG

July 20, 2016

Regional District of Central Okanagan
1450 K.L.O. Road
Kelowna BC V1W 3Z4

Dear Wayne Darlington:

Enclosed is the Original Tenure number 342858 covering All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less endorsed with respect to an assignment dated, June 1, 2016

from City of Kelowna
to **Regional District of Central Okanagan**
of 1450 K.L.O. Road
Kelowna BC V1W 3Z4

The Licence is now recorded in the name of Regional of District Central Okanagan.

Please ensure that this document is kept in a safe location, as it must be presented to Ministry of Forests, Lands and Natural Resource Operations for assignment.

Should you have any questions regarding this matter, please contact me at the telephone number or e-mail address listed below.

Yours truly,

Heather Gervan
Portfolio Administrator

Encl.

pc: BC Assessment Authority, Kelowna

