
CITY OF KELOWNA

MEMORANDUM

Date: October 28, 2008
File No.: 2380-20
To: City Manager
From: Property Manager
Subject: Lagoons System Operating Agreement

RECOMMENDATION:

THAT City Council approve the Lagoons System Operating Agreement as attached to the report from the Property Manager, Civic Properties Department, dated October 28, 2008;

AND THAT the Mayor and City Clerk be authorized to execute the legal agreements on behalf of the City of Kelowna;

AND THAT an alternative approval process opportunity open to all electors within the City of Kelowna be initiated subject to the report of the Property Manager, Civic Properties Department, dated October 28, 2008;

AND FURTHER THAT 4:00 p.m. January 6, 2009 be set as the deadline for receipt of elector responses in the form attached to the report of the Property Manager, Civic Properties Department, dated October 28, 2008 as Schedule "A" in relation to the City of Kelowna proceeding with an operating agreement between the City of Kelowna and the Strata Councils of the Dolphins, Lagoons, Sunset Bay Waterfront Resort and Discovery Bay for a period of 15 years with 10-year renewal options as outlined in the report of the Property Manager, Civic Properties Department, dated October 28, 2008.

BACKGROUND:

The Lagoon System was developed in partnership between the City and Relax Development on a 1/3rd - 2/3rd cost sharing basis for the development, maintenance and capital replacement.

In May 2006 the City, Grand Okanagan Waterfront Resort and the Dolphins, Lagoons, Discovery Bay and Discovery Pointe Strata Councils negotiated an 18 month agreement for the operation and maintenance of the Waterfront Park Lagoons System

In June 2008 another 15 month agreement was agreed to by all parties. At this time Discovery Point had changed its name to Sunset Waterfront Resort.

Since the first 18 month agreement was reached staff has been working with representatives of the Strata Councils and the Grand Okanagan Resort and now the Delta Grand Resort and Conference Centre to develop a long-term agreement.

A new long-term agreement was been developed and presented to all Strata members for ratification. Three Strata Councils have signed onto the agreement under the terms listed below. The fourth



Strata Council has signed the agreement pending approval at their general meeting later in November. Their decision does not impact the basic terms and conditions of the agreement. The Grand (Delta) has signed the agreement as well.

TERMS

- The agreement is for 15 years with perpetual 10 – year renewal options.
- The agreement allocates the costs for operations, maintenance and capital replacement reserve of the Lagoons system.
 - The costs are shared as follows:

▪ The Grand	33.3%	}	Collectively 33.3%
▪ Lagoons Strata	6.66%		
▪ Dolphins Strata	3.63%		
▪ Sunset Waterfront Resort	7.259%		
▪ Discovery Bay Strata	15.751%		
▪ City of Kelowna	33.40%		
- The capital replacement reserve of \$400,000 will be placed into a reserve account held by the City and will be restricted for the sole use of capital repair / replacement of the lagoon system.
- The Administrator (party assigned the task of maintaining and operating the Lagoon System.) will administer a \$30,000 reserve amount that will be replenished on an as needed basis. This provides the Administrator immediate access to funds for emergency repairs which may occur on weekends.
- A capital replacement reserve will be funded at \$100,000 as part of the annual budget. The purpose of the capital reserve is to set aside funds for major repairs and capital improvements.
- There is a mechanism for the development of an annual budget by the Administrator that must be approved by the partners to the agreement and in futures years in time for inclusion in the City's budget process.
- The City grants access to the Lagoons waterway to the Administrator and the Strata Councils
- The City grants the right to occupy the boat berths and to charge and collect rent for the use of the berths as follows:
 - Lagoons Strata 11
 - Dolphins Strata 6
 - Sunset Waterfront Resort 12
 - Discovery Bay Strata 26
- The Strata Councils may choose to terminate their participation in the agreement by providing one years notice. All funds paid into the capital reserve will remain in the capital reserve. The boat berths occupied by the strata that withdraws will be split on a pro-rata basis with the remaining strata councils. If the remaining strata councils do not wish to take on the boat berths and associated capital and operational responsibility the berths will be offered to the Grand. Should the Grand not wish to take on the boat berths, they will revert to City ownership and the City can lease the boat berths out to any one it so wishes.

FINANCIAL/BUDGETARY CONSIDERATIONS:

A new ten-year agreement will require additional funds which will be applied for during the annual budget process.

INTERNAL CIRCULATION TO:

- City Clerk
- Community Development and Real Estate Manager
- Civic Property Manager
- Finance Manager
- Director, Recreation Parks and Cultural Services

LEGAL/STATUTORY AUTHORITY:

Pursuant to section 175 of the *Community Charter*, approval of the electors must be obtained before Council can incur the liability set out in an agreement that is for more than 5 years. Pursuant to section 84 of the *Community Charter*, approval of the electors may be obtained by alternative approval process.

LEGAL/STATUTORY PROCEDURAL REQUIREMENTS:

Pursuant to section 86 of the *Community Charter*, Council is required to approve the elector response form for an alternative approval process, and must establish the deadline for receipt of elector responses, which must be at least thirty days after the second publication of the alternative approval process notice. Notice requirements are set by section 94 of the *Community Charter*.

Advertisement of the alternative approval process will be posted on the public notice board at City Hall, will run in the Kelowna Daily Courier and the Kelowna Capital News on Friday, November 14 and 21, 2008; and will be posted on the City's website. Approval of the electors will be obtained if the number of elector responses received by the end of the alternative approval process is less than 10% of the number of electors (8,550).

Considerations that were not applicable to this report:

EXISTING POLICY:

PERSONNEL IMPLICATIONS:

TECHNICAL REQUIREMENTS:

EXTERNAL AGENCY/PUBLIC COMMENTS:

ALTERNATE RECOMMENDATION:

Submitted by:



R. Forbes – Property Manager

Approved for Inclusion:



cc: Director of Financial Services
Director Recreation Parks and Cultural Services
Civic Properties Manager

Schedule "A"
Lagoons System Operating Agreement

ALTERNATIVE APPROVAL PROCESS ELECTOR RESPONSE FORM

I am **OPPOSED** to the City of Kelowna proceeding with the Lagoons System Operating Agreement. The Operating Agreement is between the City of Kelowna and the Strata Councils of the Dolphins, Lagoons, Sunset Waterfront Resort and Discovery Bay for a period of 15 years with 10 year renewal options. The Agreement allocates the costs for operations, maintenance and capital replacement reserve of the Lagoons System in Waterfront Park, 1200 Water Street. For more information or a copy of the Agreement, please contact Ron Forbes, Property Manager, Civic Properties Department, at 250-469-8669 or Victoria Leung, Acting Legislative Coordinator, City Clerk's Department, at 250-469-8653.

I, the undersigned, hereby certify that:

- I am eighteen years of age or older; and
- I am a Canadian citizen; and
- I have resided in British Columbia for at least six months; and
- I have resided in, OR have been the registered owner of real property (and have been designated as the elector in regard to that property) in, the City of Kelowna for at least thirty days; and
- I am not disqualified by the *Local Government Act* or any other enactment or otherwise disqualified by law from voting in local elections; and
- I am entitled to sign this alternative approval process elector response form and have not previously signed an alternative approval process elector response form for the proposed Agreement.

All alternative approval process elector response forms must be received by the City Clerk, 3rd Floor, City Hall, 1435 Water St., Kelowna, B.C., V1Y 1J4 on or before 4:00 p.m. on Tuesday, January 6, 2009.

ELECTOR'S FULL NAME (Print – NO initials)	RESIDENTIAL ADDRESS (or address of real property in Kelowna owned by elector if not resident)	SIGNATURE OF ELECTOR

NOTE: A person must not sign any alternative approval process elector response form more than once and may not withdraw his or her name from the alternative approval process elector response form after the deadline for submission of the petitions has passed.

The number of electors of the City of Kelowna is estimated to be 85,550. If 10% (8,550) of the estimated number of electors of the City of Kelowna sign an alternative approval process elector response form opposing the noted transactions, City Council will not be able to proceed without then receiving the assent of the electors by referendum.

LAGOON SYSTEM AGREEMENT

THIS AGREEMENT dated for reference _____, 2008,

BETWEEN:

CITY OF KELOWNA, a municipal corporation incorporated pursuant to the laws of the Province of British Columbia, with its office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City");

AND:

DELTA HOTELS NO. 48 LIMITED PARTNERSHIP, an extraprovincial limited partnership registered under the laws of the Province of British Columbia under registration number 0479372-08, having an office at 1600 – 1030 West Georgia Street, Vancouver, BC V6E 2Y3

("Delta");

AND:

THE OWNERS, STRATA PLAN KAS1261 (PHASE 1 – THE DOLPHINS)

(the "Dolphins");

AND:

THE OWNERS, STRATA PLAN KAS1436

(the "Lagoons");

AND:

THE OWNERS, STRATA PLAN KAS2503

("Discovery Bay");

AND:

THE OWNERS, STRATA PLAN KAS2849

("Sunset Waterfront Resort").

(the Dolphins, the Lagoons, Discovery Bay and Sunset Waterfront Resort are each a "Strata" and collectively are the "Stratas")

WHEREAS the City entered into an agreement with Relax Development Corporation Ltd. ("Relax"), the developer of a hotel property now known as the Grand Okanagan Lakefront Resort and Conference Centre (the "Grand"), with respect to the construction and operation of a lagoon system, entitled Lagoon System Operation Agreement and dated February 26, 1990 (the "Original Lagoon Agreement").

AND WHEREAS Relax undertook the development of some land and the sale of other lands north of Royal Host and assigned part of its responsibilities under the Original Lagoon Agreement to the subsequent purchasers and developers of these development lands, which have frontage on the Lagoon System.

AND WHEREAS the Original Lagoon Agreement was replaced by an agreement dated May 18, 2006 and such agreement was replaced by an agreement dated July 28, 2008.

AND WHEREAS the parties to this Agreement are the owners of certain lands which comprise part of the Lagoon System or which have frontage or are immediately adjacent to the Lagoon System.

AND WHEREAS the parties to this Agreement recognize that the Lagoon System is an amenity to and provides value to all parties to this Agreement including the general public with respect to the City's interest.

AND WHEREAS the parties are desirous of entering into an agreement to clearly define their responsibilities for the operation, maintenance, repair and capital replacement of the Lagoon System, which will replace the Original Lagoon Agreement and other agreements dated May 18, 2006 and July 28, 2008 referred to above.

NOW THEREFORE in consideration of the mutual agreements contained herein, the parties hereto agree as set forth below.

1. Definitions.

“Administrator” shall be the party, or its designated agent, assigned the task of maintaining and operating the Lagoon System. As of the commencement of the Agreement Delta shall be the Administrator. In the event of Delta ceasing to be the Administrator, the parties to this Agreement shall appoint one of them to be the Administrator and in default of such appointment, the City shall be the Administrator.

“Capital Items” means a repair or replacement to the Lagoon System that is made necessary by wear and tear, damage, loss, breakdown or failure of an asset forming the Lagoon System.

“City Lagoon Lands” means the lands in (a), (b), (d), (e) and (f) of the definition of Lagoon System.

“Lagoon System” means the waterways, foundations, liner, pumping system, locks, gates, floats and boat berths and elements thereof including bumpers and mooring cleats constructed by Relax under the Original Lagoon Agreement (and for certainty all the items listed in Appendix B are deemed to be an asset forming part of the Lagoon System), the location of which is as shown on the drawing attached as Schedule 1, and which is comprised of the following parcels or portions thereof:

- (a) Parcel Identifier: 011-842-466
District Lot 3454
Osoyoos Division Yale District
Except Plans A817, 33137 and 42174;
- (b) Parcel Identifier: 017-684-048
Lot 1, District Lots 139, 4041, 4082 and 5199
Osoyoos Division Yale District
Plan KAP46717;
- (c) Parcel Identifier: 017-812-925
Lot B, District Lots 139, 3454 and 4082
Osoyoos Division Yale District
Plan KAP47378
Except Plans KAP73543 and KAP76701
(owned by Delta or a related entity);

- (d) Parcel Identifier: 018-298-419
Lot C, District Lots 139 and 3454
Osoyoos Division Yale District
Plan KAP49982
(See Plan as to Limited Access);
- (e) Parcel Identifier: 025-751-000
Lot B, District Lots 139 and 3454
Osoyoos Division Yale District
Plan KAP74092;
- (f) Parcel Identifier: 025-074-334
Lot 2, District Lots 139, 1349, 3454 and 3457
Osoyoos Division Yale District
Plan KAP69051.

2. Operation and Maintenance. The Lagoon System will be operated and maintained by the Administrator in accordance with this Agreement. The Administrator will endeavour to maintain the Lagoon System in a good state of repair. The Administrator may provide for the maintenance of the Lagoon System by its own employees or by hiring contractors to perform maintenance work. For greater certainty, the Administrator's right to hire contractors for maintenance work shall not extend to contracting out the entirety of the Administrator's obligations under this section unless it has obtained the consent of the other parties to this Agreement, such consent not to be unreasonably withheld.
3. Operation and Maintenance Costs. The total costs of administering, maintaining and operating the Lagoon System (including an administration fee not exceeding 10% of the operating budget) will be shared by the parties to this Agreement as provided below:

(a) Delta		33.3%
(b) the Lagoons	6.660%	Collectively 33.3%
(c) the Dolphins	3.630%	
(d) Sunset Waterfront Resort	7.259%	
(e) Discovery Bay	15.751%	
(f) the City		33.4%
		<hr/> 100 %

all subject to adjustment as provided in Sections 13, 15 and 16.

The Administrator will invoice the other parties to this Agreement for their respective shares on a quarterly basis with appropriate details of costs incurred, which will be due and payable thirty (30) days after the billing date thereof.

4. Annual Budget. On or before November 30, 2008 and on or before October 31 of each successive year, the Administrator will prepare a budget of the projected costs for maintaining and operating the Lagoon System for the following calendar year. The budget will be based on the then current year's expenditures adjusted for inflation plus any identified additional work required including Capital Items. The budget may include an administration fee not to exceed 10% of the operating budget that will be payable to the Administrator. The budget shall be circulated to each party to this Agreement and a meeting of a single representative of each Strata, the City and Delta will be held on or before November 15th before the calendar year to which the budget pertains for the purpose of discussing amending as necessary and approving the budget, Capital Reserve amount and any issues relating to the operation and maintenance of the Lagoon System. Approval of the budget will be by majority vote of the parties present at the meeting, with each party of this Agreement being entitled to the number of votes equal to the percentage share of the costs of operation and maintenance as set out in Section 3 herein (the "Majority"). If agreement on the budget is not reached at this meeting then the budget amount for the then current year will be carried over and adjusted for inflation plus any identified additional work required. If budget disputes cannot be resolved by the parties, then the dispute shall be referred to dispute resolution in accordance with Section 25 herein. Both a budget approved by Majority vote and a budget settled by dispute resolution will be deemed to be an "approved budget".
5. Expenditures. The Administrator will make expenditures during the calendar year in accordance with the approved budget. On an emergency basis the Administrator is authorized to make necessary repairs not in the approved budget costing no more than \$20,000 or up to 10% of the annual budget, whichever is greater per occurrence to a maximum of \$30,000 per calendar year. For all other emergencies that arise that require an expenditure in addition to those provided for in the preceding sentence and not contemplated in the approved budget, the Administrator shall call the parties to an emergency meeting on not less than 24 hours notice, at which meeting, approval will be sought for the expenditure on the same Majority voting basis as provided for in Section 4 herein. The Administrator shall notify the other parties (but without the necessity of calling a meeting) of any emergency expenditure for repairs greater than \$5,000. Emergency repairs will be taken from the Capital Reserve funds.
6. Capital Reserve. The City will be responsible for the administration of a reserve fund (the "Capital Reserve") to be set aside for Capital Items, except that the Administrator will be

responsible for the administration of \$30,000 of the Capital Reserve for the purposes of emergency repairs. Once the emergency repairs are completed, the Administrator will apply to the City for the funds to bring the Administrator's Capital Reserve to \$30,000. The parties to this Agreement will make contributions to the reserve fund on an annual basis in accordance with the approved budget and in the same percentages of the total annual reserve fund contributions as are set out in Section 3 herein. Capital Reserve expenditure levels and funding sources are noted in Appendix "A". The size of the total annual contribution to the Capital Reserve will be determined as part of the review and approval process of determining the annual budget for operation, maintenance and administration of the Lagoon System as noted in Section 4. To assist in the determination of the level of Capital Reserve required, Appendix "B" shows the estimated life cycle costing of the various lagoon components from 2005 to 2035. The Capital Reserve funds shall be retained in a separate interest bearing account administered by the City and, with respect to its portion, the Administrator, or as determined by the same voting Majority basis as provided in Section 4. The Administrator must be given reasonable access to these funds.

7. Insurance. The Administrator will be responsible for obtaining Comprehensive General Liability Insurance with respect to the Lagoon System and all operations of the Lagoon System in an amount of not less than \$5,000,000.00 for each occurrence or accident and include coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage and marina operations. The insurance policy or policies required by this section must name all parties to this Agreement as additional insureds and state that the said policy or policies are primary without any right of contribution from any insurance otherwise maintained by the parties to this Agreement. The policy or policies must include a cross liability clause providing that the inclusion of more than one insured must not in any way affect the rights of any other insured hereunder, in respect to any claim, demand, suit or judgment made against any other insured. The individual parties to this Agreement are responsible for obtaining and maintaining their own insurance for any aspects of the use of the Lagoon System that may be deemed to be severable from the joint use. In particular, the leasing of the boat berths by the individual parties requires individual insurance for that use.
8. Insurance Cost and Proof of Policies. The cost of the insurance to be obtained in accordance with Section 7 will be a normal cost of maintaining and operating the Lagoon System and will be apportioned in accordance with the formula set out in Section 3. The Administrator will, upon request of any of the other parties, provide copies of all contracts or policies of insurance obtained pursuant to Section 7. If the Administrator should fail to take out or maintain all the insurance required by Section 7, any of the other parties to this Agreement may, but will not be obligated to, take out all or any of such insurance and the party taking out such insurance will be entitled to be reimbursed from the other parties for their proportionate shares of the cost in accordance with Section 3.

9. Access Licence. The City hereby grants, transfers, conveys and confirms to the Administrator, its agents and employees the full, free and uninterrupted right, licence and permission to enter onto, use and pass and repass over the City Lagoon Lands for the purpose of maintaining and repairing the Lagoon System. The Administrator will have the right to bring onto the City Lagoon Lands such materials, vehicles, watercraft, machinery and equipment necessary for the maintenance, operation and repair of the Lagoon System. Notwithstanding the foregoing, the access rights granted herein are subject to the City's applicable park rules and regulations in force from time to time.
10. Access Right of Way. The City hereby grants to the other parties to this Agreement, their agents, customers, guests and strata unit owners the full, free and uninterrupted right, licence and permission to enter onto and to pass and repass over the City Lagoon Lands, including by boat, for the purpose of accessing boat berths and the waters beyond the Lagoon System including, for Delta, the lock to Okanagan Lake. The rights granted under this section by the City to the other parties to this Agreement are restricted to that portion of the City Lagoon Lands designated as being reserved to their benefit and identified on the plan attached to and forming part of this Agreement as Schedule 2. Notwithstanding the foregoing, the access rights granted herein are subject to the City's applicable park rules and regulations in force from time to time. The City shall use reasonable efforts to ensure the lock system can be used during special events occurring within the City's Waterfront Park, depicted on Schedule 4.
11. Boat Berth Allocation. The parties agree and confirm that part of the Lagoon System is comprised of boat berths located within the City Lagoon Lands as shown on the plan attached to and forming part of this Agreement as Schedule 3.
- (a) With respect to the boat berths to the Stratas: The parties acknowledge that the boat berths will be limited to single "end-to-end" boat berths. The parties further acknowledge that the maximum number of berths in the City Lagoon Lands reserved to the benefit of the Stratas are set out as follows and will not be the subject of revision unless all of the Strata Councils agree unanimously, except as provided in Sections 13, 15 and 16:
- | | |
|------------------------------|----|
| i. the Dolphins | 6 |
| ii. the Lagoons | 11 |
| iii. Discovery Bay | 26 |
| iv. Sunset Waterfront Resort | 12 |

Strata councils are to determine the exact configuration of their berth spaces and to mark the spaces accordingly. The boat berths are allocated to each of the Stratas,

their agents, customers, guests and strata unit owners for their use in the areas as shown in the attached page 1 of Schedule 3 (the "Strata Boat Berth Allocation Areas"). The City hereby grants to each of the Stratas the right to occupy and use its Strata Boat Berth Allocation Areas for the purpose of mooring boats but contingent on such Strata not being in breach of any provision of this Agreement, including the requirement to make payment, as invoiced, for the operation and maintenance of the Lagoon System under Section 3 and compliance with Section 12. The Administrator and the City may enter into the Strata Boat Berth Allocation Areas at any time, without notice, for any reason, including to verify compliance with Section 12. Nothing herein shall be interpreted as giving any right of exclusive possession in the Strata Boat Berth Allocation Areas or a legal demise of any interest therein.

- (b) With respect to the boat berths to Delta: The parties acknowledge that the boat berths will be limited to single "end-to-end" boat berths. The parties further acknowledge that the maximum number of berths in the City Lagoon Lands reserved to the benefit of Delta is 7 and will not be the subject of revision unless Delta agrees as provided in Sections 13, 15 and 16.

Delta is to determine the exact configuration of their berth spaces and to mark the spaces accordingly. The boat berths are allocated to Delta, their agents, customers and guests for their use in the areas as shown in the attached page 2 of Schedule 3 (the "Delta Boat Berth Allocation Areas"). The City hereby grants to Delta the right to occupy and use the Delta Boat Berth Allocation Areas for the purpose of mooring boats but contingent on Delta not being in breach of any provision of this Agreement, including the requirement to make payment, as invoiced, for the operation and maintenance of the Lagoon System under Section 3. Delta confirms that its boat berths in the Delta Boat Berth Allocation Areas will be used in conjunction with its hotel operations and will not be used for commercial marina purposes. The Administrator and the City may enter into the Delta Boat Berth Allocation Areas at any time, without notice, for any reason. Nothing herein shall be interpreted as giving any right of exclusive possession in the Delta Boat Berth Allocation Areas or a legal demise of any interest therein.

12. Responsibility for Conduct of Boat Berth Users. Each Strata shall be responsible for supervising the conduct of their agents, customers, guests and strata unit owners occupying the Strata Boat Berth Allocation Areas allocated to it and they will take prompt action to eject and prohibit persons from occupying boat berths who misconduct themselves, create a nuisance or interfere with the reasonable enjoyment of other boat berths or adjacent residences or who interfere with the operation of or cause damage to the Lagoon System or any component thereof. The Stratas will respond promptly and diligently to any complaint by the other parties to this Agreement or the Administrator of any misconduct or improper

use of boat berths as described above. A boat berth may not be used unless it is the subject of a valid and subsisting boat berth lease granted by the Strata with responsibility for the respective Strata Boat Berth Allocation Areas. Any Strata which enters into a lease of a boat berth allocated to it shall use and enforce a form of boat berth lease which contains at least the following terms and conditions:

- (a) a provision requiring a boat berth lessee to be a Strata owner and prohibiting a boat berth lessee from assigning or subletting a boat berth lease to any party who is not a Strata owner;
- (b) a provision requiring a boat berth lessee to meet one or more of the following criteria:
 - i. be the registered owner of the boat being moored in the boat berth, or
 - ii. have beneficial ownership of the boat being moored in the boat berth or use thereof, for example as in a shared ownership or rental, or
 - iii. have control or influence over the boat being moored in the boat berth, for example where such boat is owned or used by a tenant or guest of the boat berth lessee while the tenant or guest is occupying a Strata unit;
- (c) a provision requiring a boat berth lessee to abide by and be subject to the City's bylaws, rules and regulations as they apply to the use of the Lagoon System, and the adjacent parks and walkways;
- (d) a provision requiring a boat berth lessee to ensure that the boat being moored in the boat berth is insured against loss by fire and theft;
- (e) a provision requiring a boat berth lessee to maintain a public liability insurance policy in the amount of \$1,000,000.00 per boat berth to cover liability as a result of damage or injury relating to the boat being moored in the berth (The limits of the insurance to be reviewed every five years.);
- (f) a provision requiring a boat berth lessee to keep the boat berth and the surrounding area in a neat and clean state, and to keep the sidewalks adjacent to the boat berths clear of any materials, including boating equipment, tubes and other floatation devices except on a short-term basis, for example while loading or unloading a boat;
- (g) a provision prohibiting a boat berth from being utilized by any party for overnight accommodations or entertaining;
- (h) a provision prohibiting boats from being moored which exceed 6.5 feet in height, such height to be measured from the surface of the sidewalk adjacent to the boat berth to the top of the boat's mast, canopy, bimany top or other vertical extension.

A copy of each boat berth lease shall be provided to the Administrator forthwith upon execution. Additional information on the status of each boat berth lease will be provided to the Administrator upon reasonable request at any time

13. Term. This Agreement is for a period commencing on the date hereof and ending on March

31, 2024 with an option to renew exercisable by any one or more of Delta and any Strata not in default for perpetual additional 10 year terms, but provided that in no case shall the City's costs under any renewal exceed 33.34 % plus any additional percentage assumed by the City pursuant to sections 15 and 16 without the City's prior consent. The Stratas renewing shall have a right of first refusal on any or all of the boat berths which come with the associated expenses of any defaulting Strata or Strata opting not to renew on a pro-rata basis (based on the percentages in Section 3). Delta shall have second right of refusal on any or all of the boat berths which come with the associated expenses. If neither the Strata or Delta assume the boat berths, the City may assume ownership of such boat berths and all associated expenses. The percentages in Section 3 will be thereafter adjusted so the percentage previously allocated to the terminating Strata will be allocated to the party or parties which acquired its berths and associated expenses (0.6055 % per berth).

14. Early Termination Administrator. Notwithstanding anything herein contained to the contrary, the Administrator shall be entitled to terminate their management and operating responsibilities of this Agreement for any reason whatsoever on ninety (90) days written notice.
15. Early Termination Strata. Notwithstanding anything herein contained to the contrary, any Strata shall be entitled to terminate their participation in this Agreement by providing one (1) year's notice. The boat berths allocated to the terminating Strata and all rights under section 10 shall be forfeited. The remaining Stratas will have the right of first refusal on any or all the boat berths which come with the associated expenses on a pro-rata basis (based on the percentages in Section 3). Delta shall have second right of refusal on any or all of the boat berths which come with the associated expenses. If neither the Stratas nor Delta assume the boat berths, the City shall assume the boat berth entitlement and all associated expenses. The percentages in Section 3 will be thereafter adjusted so the percentage previously allocated to the terminating Strata will be allocated to the party or parties which acquired its berths and associated expenses (0.6055 % per berth).
16. Termination for Cause. Should any of the Dolphins, Lagoons, Sunset Waterfront Resort or Discovery Bay default in their obligations of payment under Section 3 herein or any other terms of this Agreement and such default in payment not be rectified by payment of all outstanding amounts within sixty (60) days of receiving an invoice under Section 3 or such default in other terms of this Agreement not be rectified within 30 days after notice of such default, such defaulting party's rights under this Agreement are terminated and it must immediately vacate any boat berths allocated to it pursuant to Section 11. The defaulting party's obligations of payment under Section 3 shall survive any termination of its rights under this Agreement for a period of one (1) year. The remaining Stratas will have the right of first refusal on any or all the boat berths which come with the associated expenses on a pro-rata basis (based on the percentages in Section 3). Delta shall have second right of refusal on any or all of the boat berths which come with the associated expenses. If neither

the Strata or Delta assume the boat berths, the City shall assume ownership and all associated expenses. The percentages in Section 3 will be thereafter adjusted so the percentage previously allocated to the terminated Strata will be allocated to the party or parties which acquired its berths and associated expenses (0.6055 % per berth).

17. No Assignment. The rights and privileges granted under this Agreement to the Dolphins, Lagoons, Sunset Waterfront Resort and Discovery Bay shall not be assigned and no sub-licence shall be granted. The rights and privileges of Delta can be assigned and sub-licences can be granted.

18. Enurement. This Agreement shall enure to the benefit of and be binding upon the respective successors of the parties.

19. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada that have application therein and the parties shall attorn exclusively to the jurisdiction of the Supreme Court of British Columbia.

20. Interpretation.

(a) In this Agreement the singular shall include the plural, and the masculine will include the feminine or body corporate where the context or the parties may require.

(b) All headings and captions appearing in this Agreement have been inserted for convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

(c) Time is of the essence in this Agreement.

21. Notices. Any notices, document or communication required or permitted hereunder shall be in writing and shall be deemed to have occurred when:

(a) sent by facsimile transmission or when personally delivered, on the date of delivery; or

(b) mailed by prepaid, registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the other party at the address provided herein or to another address to which the parties from time to time agree in writing.

i. to the City:

CITY OF KELOWNA
1435 Water Street, Kelowna, BC V1Y 1J4
Fax: (250) 862-3315

Attention: City Clerk

ii. to Delta:

DELTA HOTELS NO. 48 LIMITED PARTNERSHIP
1600 – 1030 West Georgia Street, Vancouver, BC V6E 2Y3
Fax: (604) 646-2404
Attention: Kevin Grayston

iii. to the Dolphins:

THE OWNERS, STRATA PLAN KAS1261 (PHASE 1 – THE DOLPHINS)
1150 Sunset Drive, Kelowna, BC
Attention: Strata Council President

iv. to the Lagoons:

THE OWNERS, STRATA PLAN KAS1436
1151 – 1156 Sunset Drive, Kelowna, BC
Attention: Strata Council President

v. to Discovery Bay:

THE OWNERS, STRATA PLAN KAS2503
c/o Okanagan Strata Management
Fax: (250) 861-4586
Attention: Willi Kovacic

vi. to Sunset Waterfront Resort:

THE OWNERS, STRATA PLAN KAS2849
c/o Okanagan Strata Management
Fax: (250) 861-4586
Attention: Willi Kovacic

22. Entire Agreement. The provisions herein contained shall constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreement whether verbal or written between the parties with respect to the subject matter hereof.
23. Counterparts. This Agreement may be executed in counterparts and once all counterparts have been executed, they constitute a full and binding Agreement.
24. No Waiver. No condoning, excusing or overlooking by the City of any default, breach or non-observance at any time by the other parties shall operate as a waiver of the City's rights under this Agreement in respect of any continuing or subsequent default, breach or non-

observance, or so as to defeat or affect the rights of the City in respect of any such continuing or subsequent default or breach.

25. Dispute Resolution.

- (a) The parties will use their best efforts and agree to act in good faith to resolve any disputes that may arise regarding the budget for the Lagoon System.
- (b) Should the parties be unable to resolve any disputes relating to the budget, any party may notify the others by written notice ("Notice") of the desire to resolve the dispute by mediation.
- (c) Upon receipt of a Notice the parties agree to submit the dispute to mediation and to bear equally the costs of mediation (excluding any costs for legal counsel).
- (d) The parties will jointly appoint a mutually acceptable mediator, seeking assistance from the British Columbia International Commercial Arbitration Centre if they have been unable to agree upon such appointment within 20 days of the notice.
- (e) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 days following appointment of the mediator, or for such longer period as the parties may agree.
- (f) If the parties are not successful in resolving the dispute through mediation, or if the mediation has not commenced within 30 days following the delivery of the Notice, then any party may by notice to the others submit the dispute to arbitration pursuant to the *Commercial Arbitration Act (British Columbia)* by a single arbitrator appointed jointly by the parties.
- (g) If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall by Majority vote appoint an arbitrator.
- (h) The order of the arbitrator shall be final and binding upon the parties.
- (i) The costs of the arbitrator shall be divided between the parties based on the percentages in Section 3. Each party shall bear its own costs.

26. Disposition of Assets and Reserves. At the end of this Agreement, any party electing not to participate in a new agreement and any party in default shall forfeit its interests in the Lagoon System to the City without compensation. The non-renewing or defaulting party's boat berth entitlement shall be subject to re-allocation in accordance with the formula in

Section 13. Should no other party elect to participate at the end of this Agreement in a renewed agreement with the City under Section 13 , then all assets of the Lagoon System (other than the lands in (c) of the definition thereof) and the Capital Reserve shall become the property of the City without compensation. The City will use the funds within the Capital Reserve at its sole discretion only for the upkeep and/or maintenance of the Lagoon System. This provision shall not be construed as affecting the interest of Delta in Lot B, District Lots 139, 3454 and 4082, ODYD, Plan KAP47378 except Plans KAP73543 and KAP76701.

27. Survivorship.

- (a) The obligations of the parties to repay any funds borrowed for repairs, as contemplated by Appendix A(b), shall survive the termination of this Agreement.
- (b) Should any party be in arrears in respect of its contributions for the annual operating and maintenance budget or for the Capital Reserve, its payment obligations shall survive the termination of this Agreement.
- (c) If any party is in default of its payment obligations or in arrears in its budget contributions, the Administrator may bring proceedings to recover amounts in arrears or amounts to be repaid for repairs and in the event of recovery shall account for the amount recovered to the other parties not in default on the percentage shares provided for in Section 3 (modified to account for the defaulting party or parties not being entitled to a percentage share), after deducting for the costs of the recovery proceedings.
- (d) Should the parties or any of the Stratas or Delta (or combination thereof) enter in a renewed agreement with the City under Section 13, any funds in the Capital Reserve shall be credited to a reserve fund to be established by the new agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed, Sealed and Delivered by the City in
the presence of)

Name:)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatory(ies)

Name:)

Name:)

Signed, Sealed and Delivered by Royal Host)
in the presence of:)

Name:)

Address)

Occupation)

DELTA HOTELS NO. 48 LIMITED
PARTNERSHIP by its general partner
SilverBirch Management Ltd.
by its authorized signatory(ies)

Name:)

Name:)

Signed, Sealed and Delivered by The)
 Owners, Strata Plan KAS1261 in the)
 presence of:)

THE OWNERS, STRATA PLAN KAS1261
 by its authorized signatory(ies)

 Name:)

 Council Member

 Address)

 Council Member

 Occupation)

OR,
 if authorized by the Strata Corporation:

 Strata Manager

Signed, Sealed and Delivered by The)
 Owners, Strata Plan KAS1436 in the)
 presence of:)

THE OWNERS, STRATA PLAN KAS1436
 by its authorized signatory(ies)

 Name:)

 Council Member

 Address)

 Council Member

 Occupation)

OR,
 if authorized by the Strata Corporation:

 Strata Manager

Signed, Sealed and Delivered by The
Owners, Strata Plan KAS2503 in the
presence of:

THE OWNERS, STRATA PLAN KAS2503
by its authorized signatory(ies)

Name:

Council Member

Address

Council Member

Occupation

OR,
if authorized by the Strata Corporation:

Strata Manager

Signed, Sealed and Delivered by The
Owners, Strata Plan KAS2849 in the
presence of:

THE OWNERS, STRATA PLAN KAS2849
by its authorized signatory(ies)

Name:

Name:

Address

Name:

Occupation

OR,
if authorized by the Strata Corporation:

Strata Manager

Appendix A

Capital Reserve Expenditure Plan for the full term of this Agreement (to commence again for renewals). The expenditures noted in Appendix "A" are deemed to be cumulative for the term of this Agreement.

- a) From \$1 to and including \$20,000 or 10% of the operating budget whichever is greater repairs will be taken from the maintenance budget subject to the limitations in section 5.
- b) For expenditures in excess of \$20,001, funds are taken from the Capital Reserve. If the reserve is insufficient to cover the cost then subject to approval by Majority vote, the Capital Reserve shall be replenished, with each party to provide its contribution in the percentages under Section 3 to replenish the Capital Reserve within 90 days of the approval decision. The intent of the timing in the preceding sentence is to enable parties to obtain any authorization required in the event of a party borrowing to fund its replenishment obligation.

Appendix B

See attached

THE LAGODIUS WATERWAY, KEDOWILA

Escalated Costs		Projected Life Cycle Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
Category	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
Escalated Costs	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	1000000	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		

THE LAGOON WATERWAY, KENYONIA

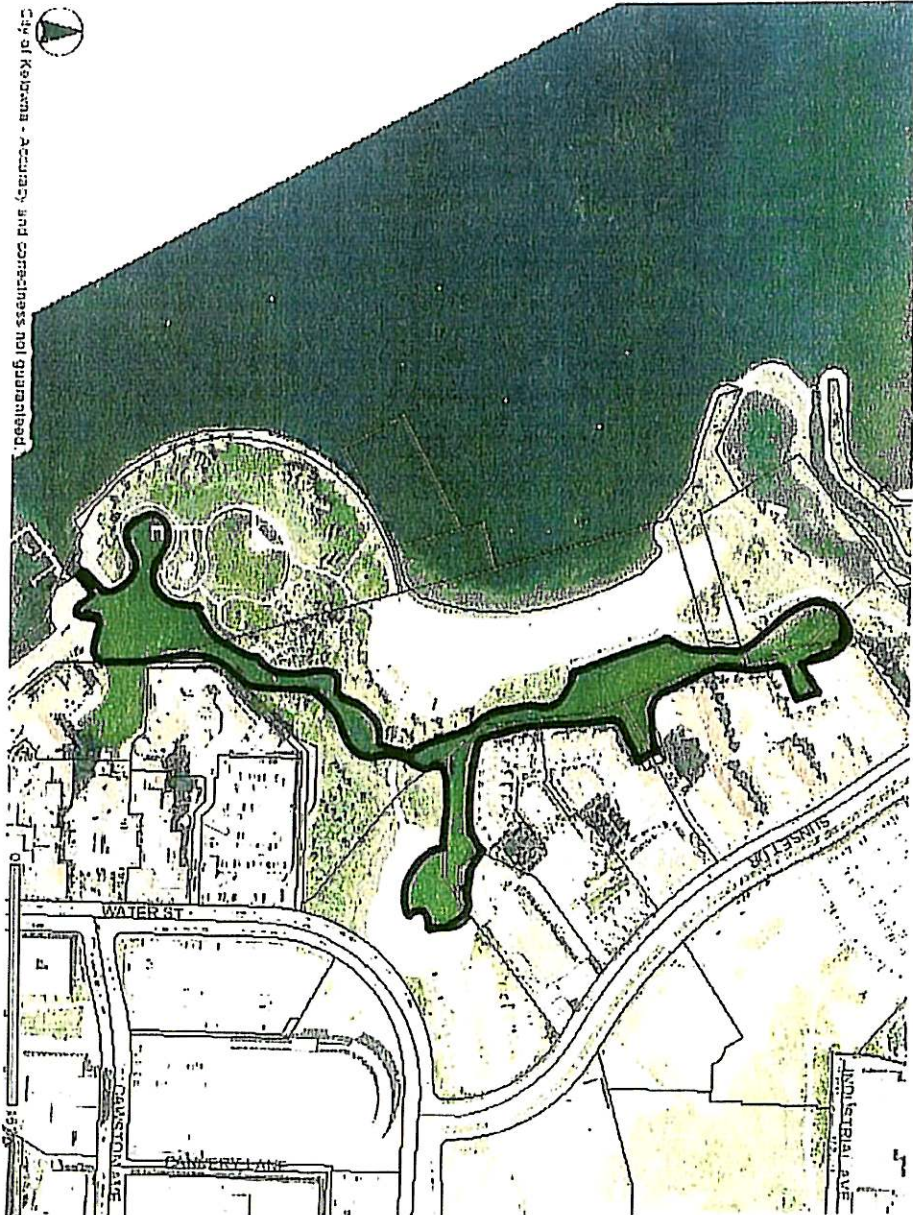
CURRENT 2007 DOLLARS

PREDICTED LIFE CYCLE COSTS

Activity	Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	3349	3350	3351	3352	3353	3354	3355	3356	3357	3358	3359	3360	3361
----------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

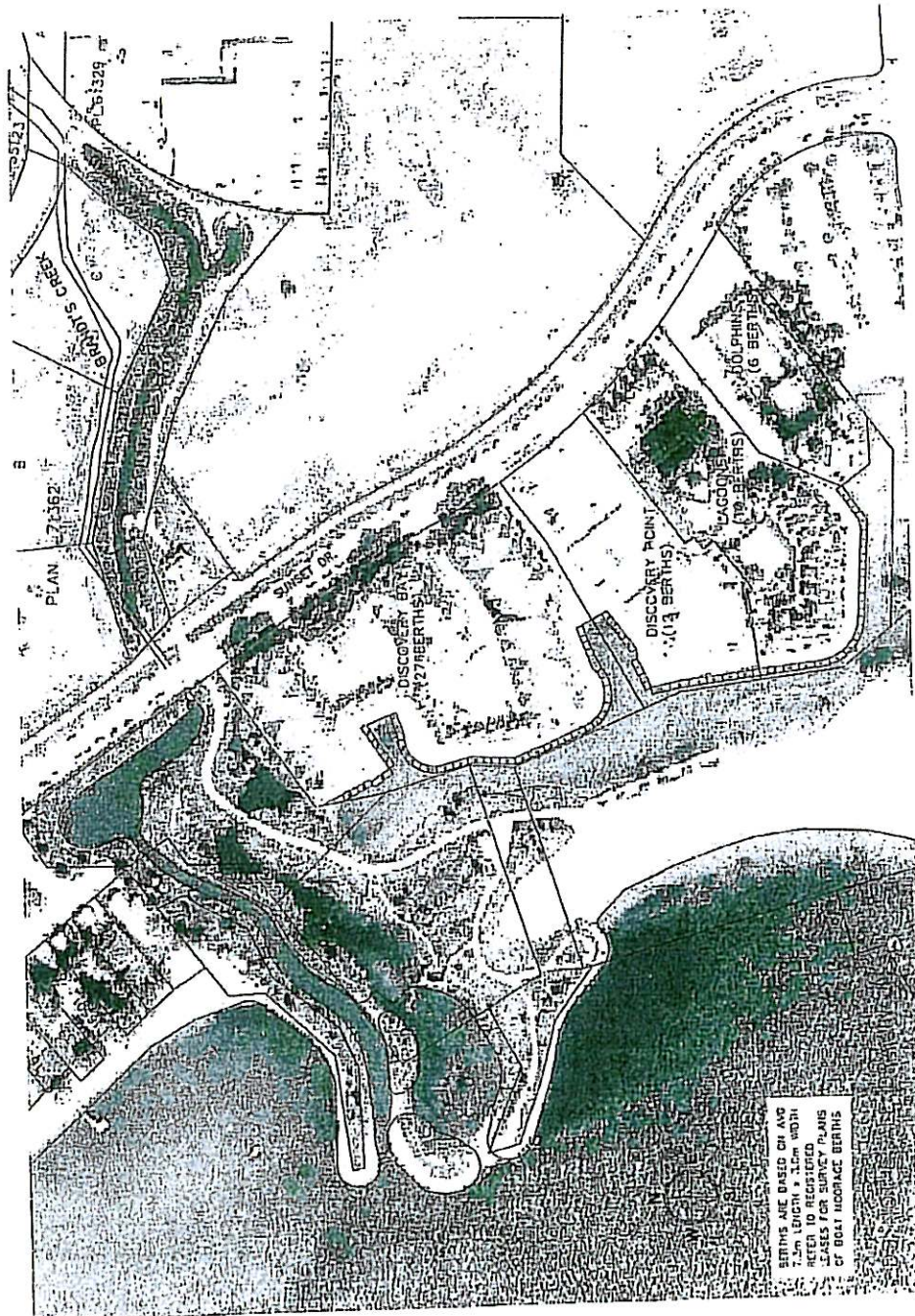
Schedule 1

City of Kelowna - Accuracy and correctness not guaranteed.

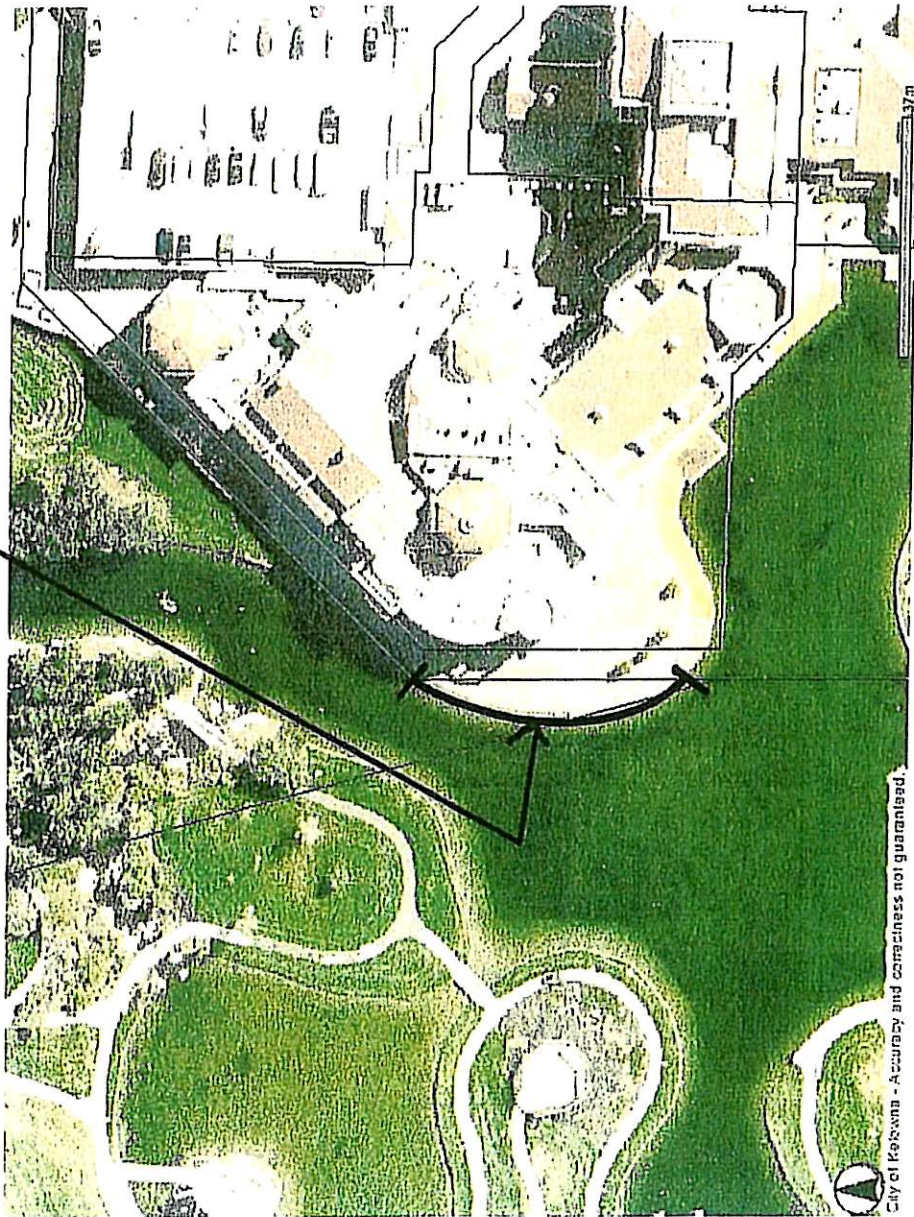


Schedule 2
City Owned Lands

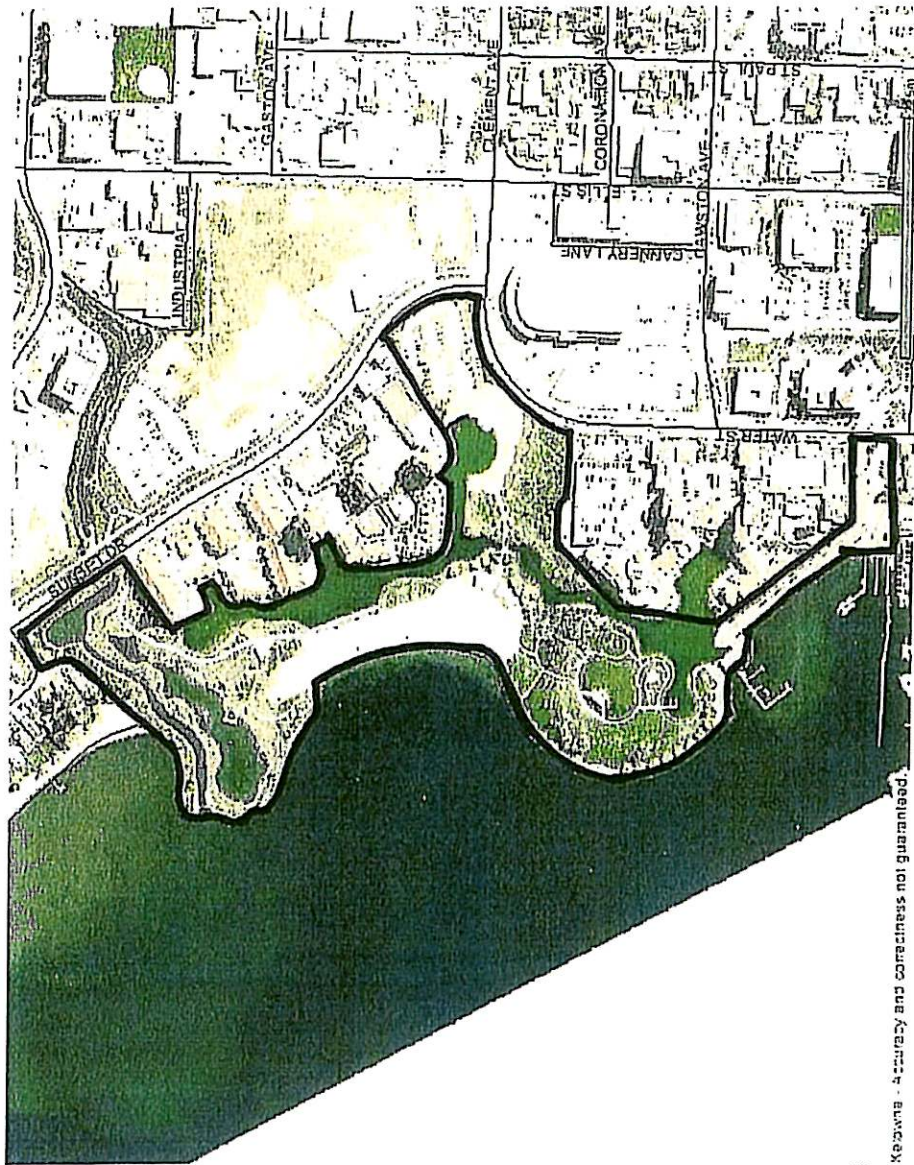
City of Kelowna - accuracy, and correctness not guaranteed.

Schedule 3

Schedule 3
Grand Okanagan Berths on City Lands



SCHEDULE 4
WATERFRONT PARK



City of Keosauqua - Accuracy and correctness not guaranteed.