
CITY OF KELOWNA
MEMORANDUM

Date: June 4, 2009
File No.: A09-0003
To: City Manager
From: Community Sustainability Division
Purpose: To obtain approval from the Agricultural Land Commission under Section 21(2) of the *Agricultural Land Commission Act* to complete a homesite severance subdivision.
Owner/Applicant: Elmo Rantucci & Emma Rantucci
AT: 2590 – 2620 Sexsmith Road; Lot 18, Block 15, Plan 1068, Sec 3, Twp 23, ODYD
EXISTING ZONE: A1 – Agriculture 1
REPORT PREPARED BY: Paul McVey

1.0 RECOMMENDATION

THAT Agricultural Land Reserve Appeal No. A09-0003 for Lot 18, Block 15, Plan 1068, Sec 3, Twp 23, ODYD, located on Sexsmith Road, Kelowna, B.C. for a subdivision within the Agricultural Land Reserve, pursuant to Section 21(2) of the *Agricultural Land Commission Act*, be supported by Municipal Council;

AND THAT Municipal Council forward the subject application to the Agricultural Land Commission.

2.0 SUMMARY

The applicant is requesting permission from the Agricultural Land Commission (ALC) to allow a homesite severance subdivision. Please refer to the applicant's submission package for additional information on the proposal.

3.0 AGRICULTURAL ADVISORY COMMITTEE

At a meeting held on May 14, 2009, the Agricultural Advisory Committee passed the following recommendation:

THAT the Agricultural Advisory Committee support Application No. A09-0003 for 2590 - 2620 Sexsmith Road, Lot 18, Block 15, Plan 1068, Sec 3, Twp 23, ODYD, by E and E Rantucci to obtain approval from the Agricultural Land Commission under Section 21(2) of the *Agricultural Land Commission Act* to complete a homesite severance subdivision.

4.0 SITE CONTEXT

The irregularly shaped subject property is located on the northeast side of Sexsmith Road, between Mail Road and Reynolds Road. There is an existing single-family dwelling and accessory building located near Sexsmith Road, and a newer single-family dwelling constructed in 2007, located near the north boundary of the subject property.



The property is serviced with water by GEID, and private sewage disposal systems. The arable land is currently being used for hay production.

Parcel Size: 2.96 ha (7.3 ac)
 Elevation: 437 m – 451 m

BCLI Land Capability

The unimproved land capability rating for the subject property is Class 5 (70%) and Class 4 (30%), with “soil moisture deficiently” and “stoniness” listed limiting factors. Consequently, with improvements through irrigation, for example, the land improves to Class 3 (See attached Land Capability Map copied from map 82E.093).

Soil Classification

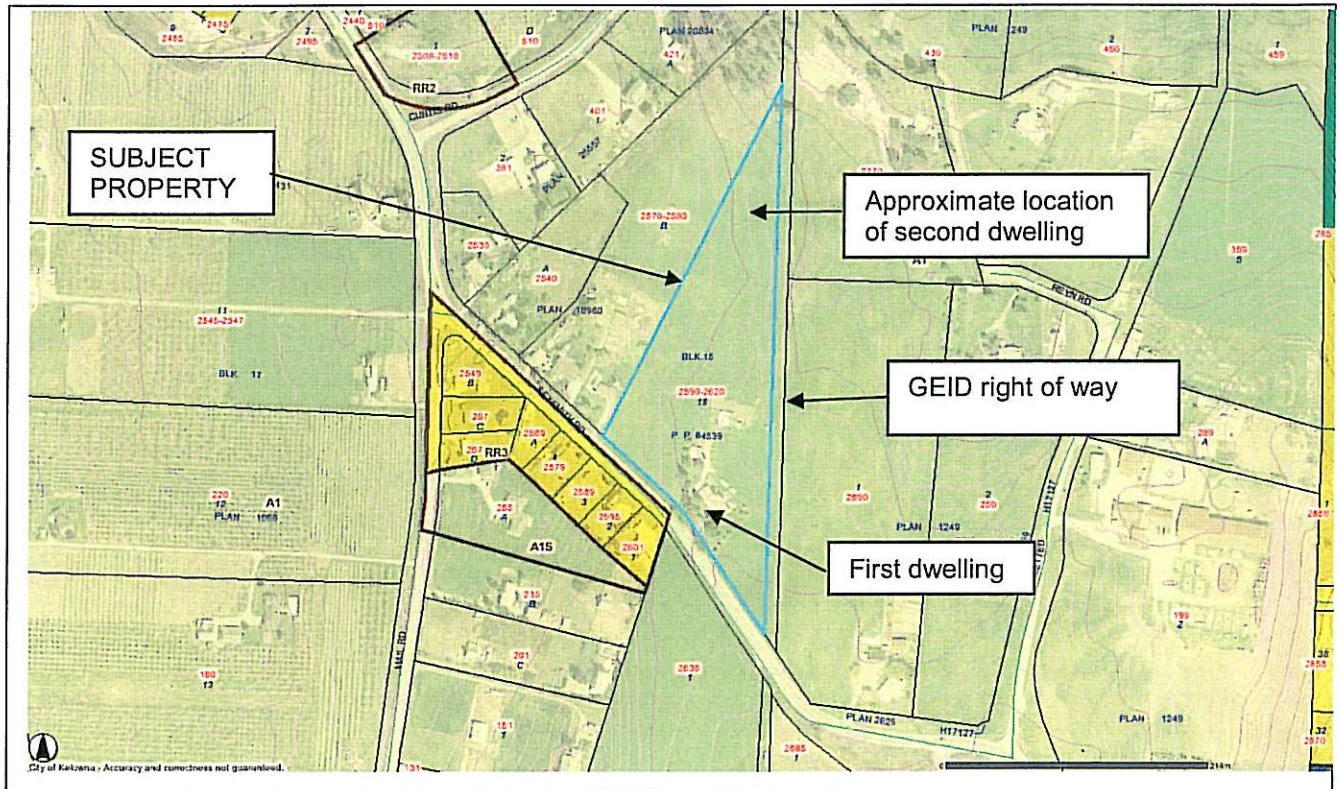
The soil classification for the subject property includes the following:

| % | Soil Type | Description |
|-----|----------------|--|
| 60% | PA – Peachland | <u>Land</u> : hummocky, pitted, fluvioglacial deposits (kame) often over gently to very steeply sloping glacial till. <u>Texture</u> : 100 cm or more of gravely silt loam, gravely sandy loam, or gravely loamy sand. <u>Drainage</u> : well. |
| 30% | MK - McKinley | <u>Land</u> : fluvioglacial veneer or blanket over gently to very steeply sloping stratified glaciolacustrine sediments. <u>Texture</u> : 10 to 100 cm or more of very gravely loamy sand over banded silt loam, silty loam, silty clay loam and loamy sand. <u>Drainage</u> : well. |
| 10% | HA - Harrland | <u>Land</u> : eolian veneer over gently to very steeply sloping glacial till. <u>Texture</u> : 10 to 30 cm sandy loam or loamy sand over gravely sandy loam or gravely loamy sand. <u>Drainage</u> : well |

Zoning of Adjacent Property

North A1 – Agriculture 1 – pasture
 East A1 – Agriculture 1 – GEID right of way/hayfield & pasture
 South A1 – Agriculture 1 – Sexsmith Road / hay production
 West A1 – Agriculture 1 – Pasture

Subject Property: 2620 Sexsmith Road



5.0 POLICY AND REGULATION

5.1.1 City of Kelowna Strategic Plan

Objective: Sensitively integrate new development with heritage resources and existing urban, agricultural and rural areas.

Action towards this objective: – Evaluate the effectiveness of City policies and bylaws in preserving agricultural lands.

5.1.2 Kelowna 2020 – Official Community Plan

Subdivision – Discourage the subdivision of agricultural land into smaller parcels, except where positive benefits to agriculture can be demonstrated.

5.1.3 City of Kelowna Agriculture Plan

Exclusion, subdivision, or non-farm use of ALR lands will generally not be supported. General non-support for ALR applications is in the interest of protecting farmland through retention of larger parcels, protection of the land base from impacts of urban encroachment, reducing land speculation and the cost of entering the farm business, and encouraging increased farm capitalization.

Parcel Size (Agricultural Land) – Discourage the subdivision of agricultural land into smaller parcels, except where positive benefits to agriculture can be demonstrated.

Homesite Severance – Continue to support the concept of homesite severance, consistent with Agricultural Land Commission Policy #11

6.0 LAND USE MANAGEMENT DEPARTMENT COMMENTS


The Agricultural Plan recommends that the City should continue to support the concept of home site severances, consistent with the ALC policy #11, which allows farmers to retire or sell the property while retaining the homesite. This limited subdivision opportunity makes the balance of the property available for others to expand or enter the farm business.

ALC policies state that consideration of any homesite severance should be reviewed in the context of the overall agricultural integrity of the parcel, where the size and configuration will, in the Commission's opinion, constitute a viable agricultural remainder.

The applicant has provided copy of a sales agreement entered into in August 1967 that provided details of the proposed land sales transaction between the Rantucci family and the registered owner of the day. This agreement was registered on title in August 1967, and indicates that the applicant has had an interest in the property since that date, even though the current title certificate indicates that they became registered owners in July 1976. The applicant has also provided an affidavit indicating that their son Robert Rantucci and his wife Tanis will be purchasing the remainder of the property, after the completion of the homesite severance.

The proposed homesite severance parcel of 0.50 ha (1.24 ac.) provides sufficient land area to include space for the original dwelling, the existing driveway, and the associated septic disposal field. This leaves an area of 2.46 ha (6.08 ac) for the remainder of the subject property. The proposed remainder portion of the subject property is developed with a dwelling that was constructed in 2007. This second dwelling is located in the apex of the triangle near the north end of the property. There is a driveway to this dwelling located along the north west property line.

The second dwelling located on that portion of the site is located on a portion of the site that has an increase in grade as the property approaches the adjacent hill. The resulting parcel has a slope of approximately 10% – 15%, sloping down from the east property line towards the west. It is anticipated that the remainder of the property will continue to be viable for agricultural uses.

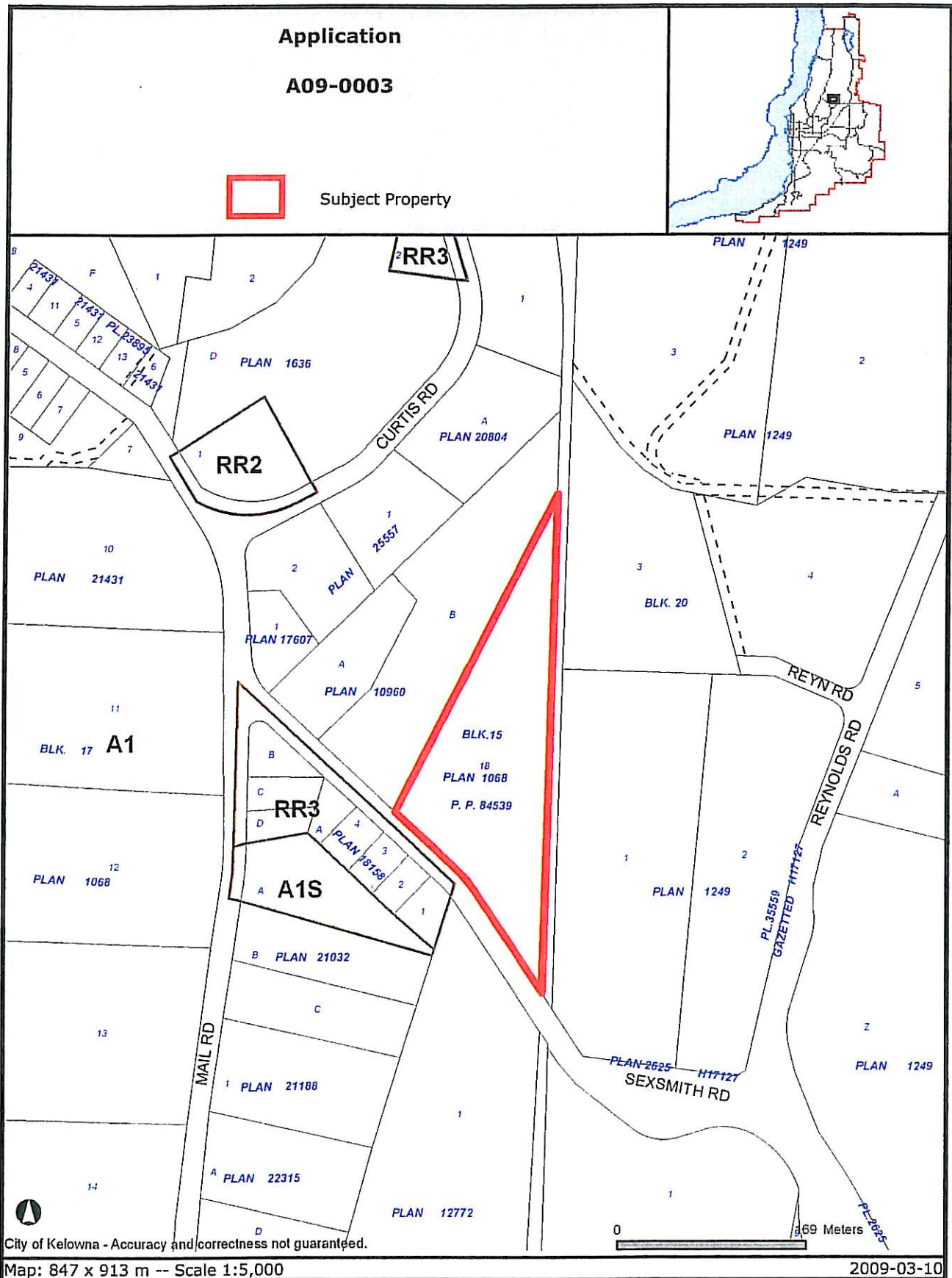
for 
Danielle Noble
Urban Land Use Manager

Approved for Inclusion 

Shelley Gambacort
Director of Land Use Management

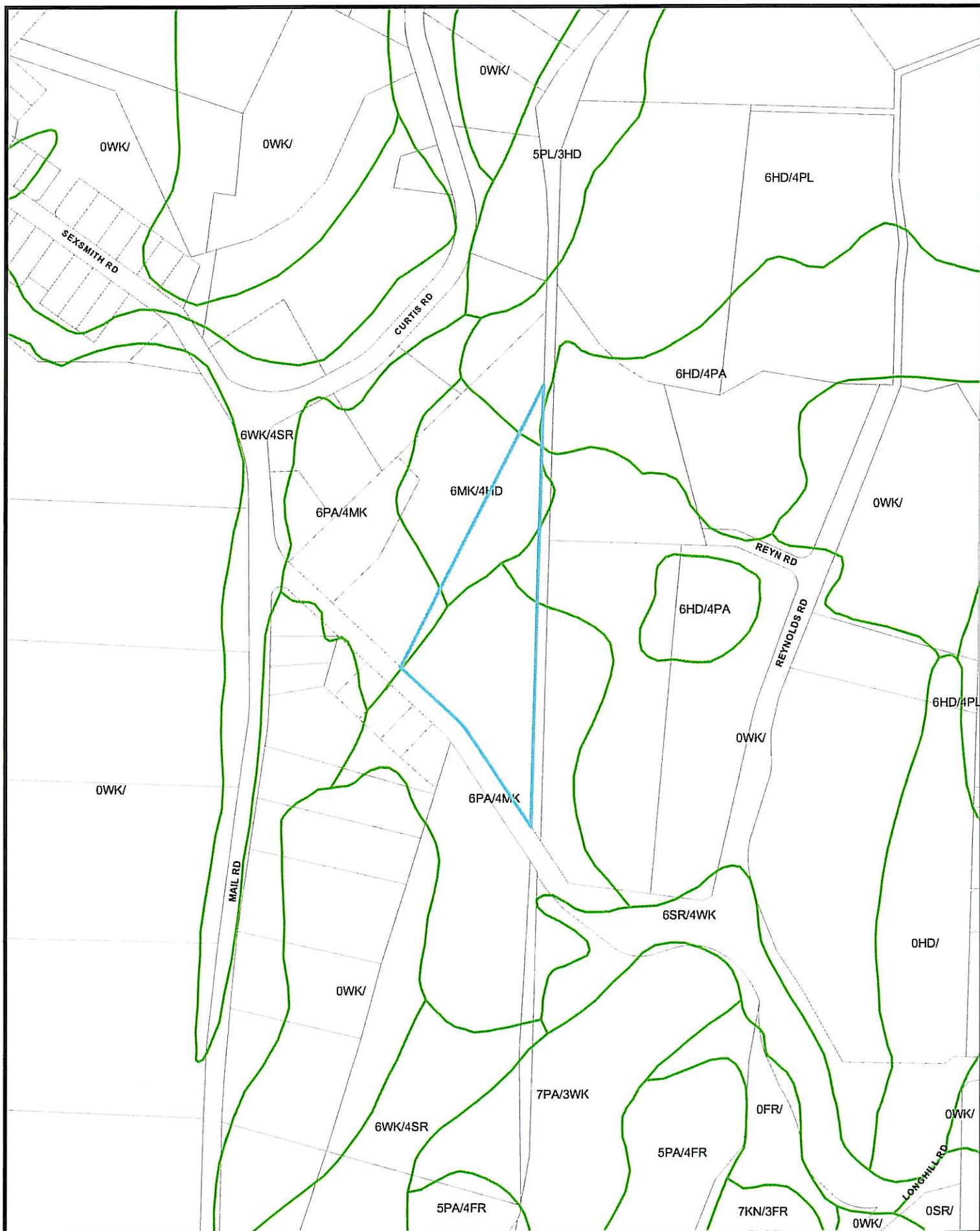
PMc/pmc

- Attachments
Subject Property/ALR Map
Submission Package from Applicant (16 pages)
Land Capability Map
Soil Classification Map



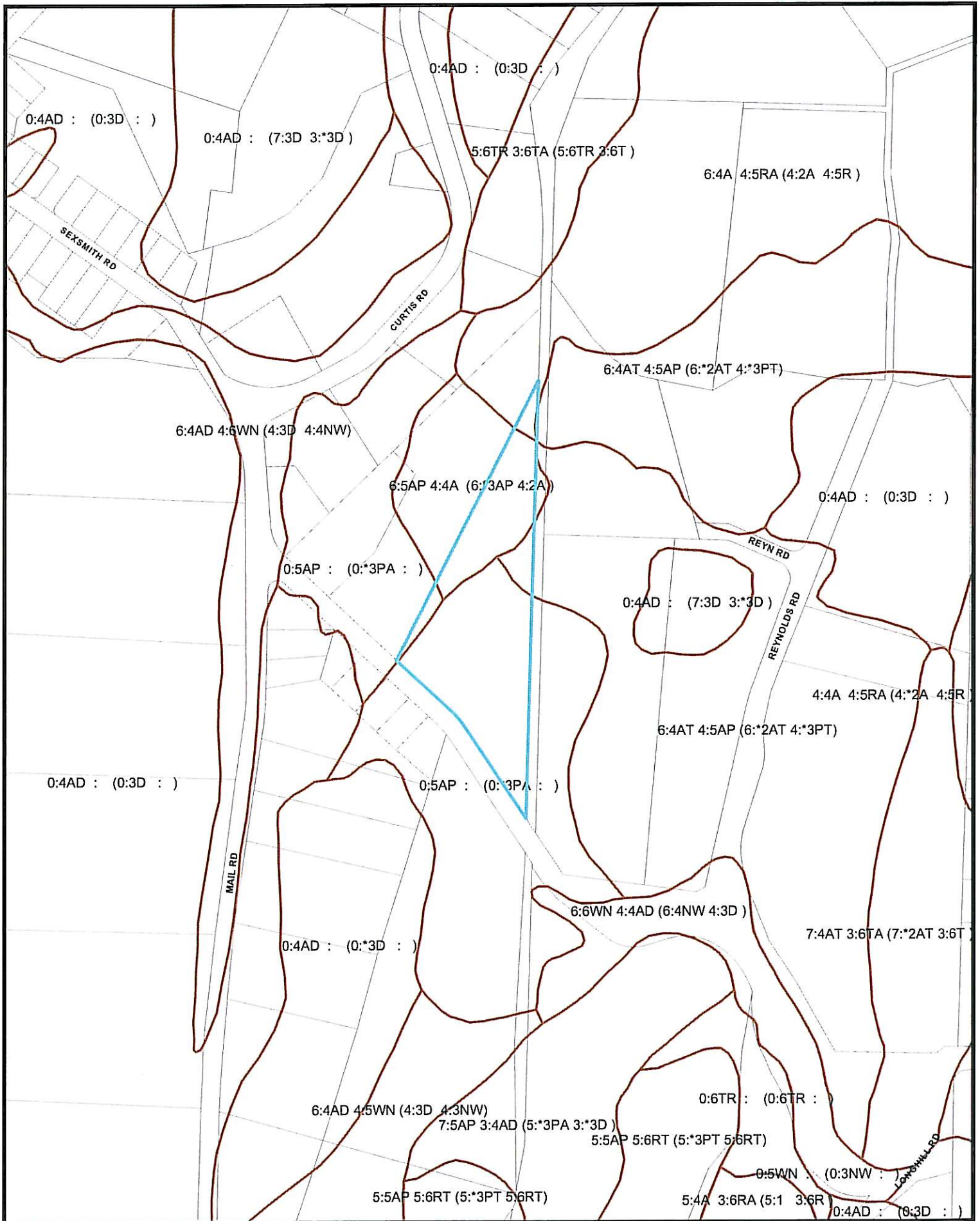
Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

Land Capability = Brown/ Soil Class = Green

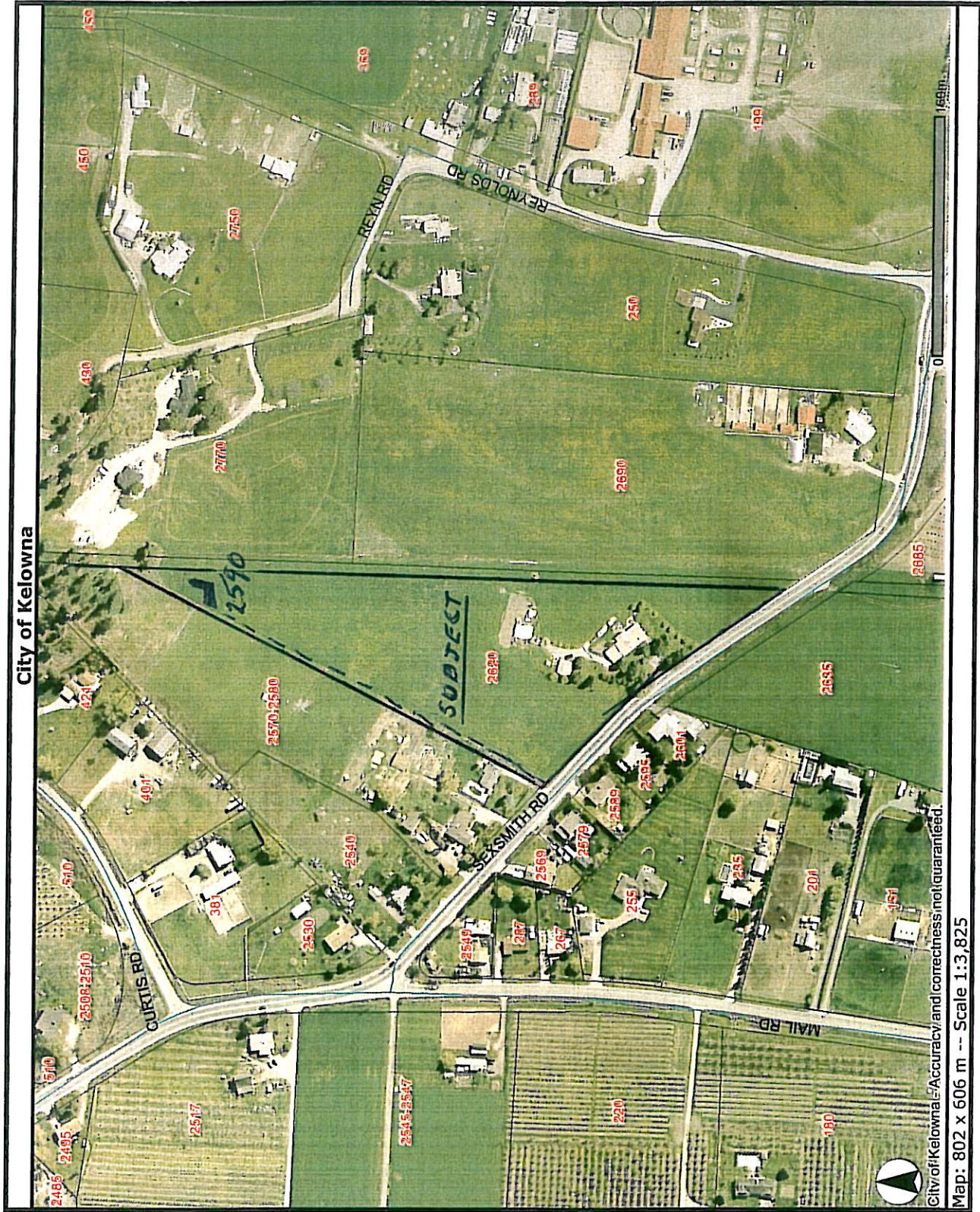


1:5,000

Land Capability = Brown/ Soil Class = Green



1:5,000



This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.

5 AERIA MAP OF SUBJECT PROP. & ADJACENT.



NOTE: THIS MAP - R.R. 2508-2510 - SHOWING SUBJECT AND ADJACENT PROPERTIES - INCLUDES LAND SIZE, DIMENSIONS, ZONING, EXISTING USE. THE SUBJECT PROPERTY HAS BEEN FARMED SINCE THE 1960'S & WILL CONTINUE THE PRESENT USE.



City of Kelowna - Accuracy and correctness not guaranteed.
Map: 467 x 350 m -- Scale 1:2,755

* THE APPLICANT HAS LEASED (& FARMED) "G.E.I.D. STRIP" SINCE 1973. ALSO APPLIED TO OBTAIN IT, BUT G.E.I.D. DOES NOT WISH TO DISPOSE OF IT AT THIS TIME. SEE ATTACHED LETTER FROM G.E.I.D.

#(2) MAP



Glenmore-Ellison Improvement District

445 Glenmore Road
Kelowna, BC V1V 1Z6

Email: glenmore.ellison@shaw.ca

Website: www.glenmoreellison.com

Phone: (250) 763-6506

Fax: (250) 763-5688

January 24, 2008

Mr. & Mrs. E. Rantucci
2620 Sexsmith Rd.
Kelowna, BC V1V 2G6

Dear Mr. & Mrs. Rantucci,

**Re: Request to Purchase Portion of GEID Lands Abutting
Lot 18, Plan 1068, Block 15**

This letter is in response to your enquiry to purchase that portion of district land that abuts your property, known as the District's Lateral One.

The Board of Trustees wish to advise you that the District is not interested in disposing of any property at this time.

Sincerely,
**GLENMORE-ELLISON
IMPROVEMENT DISTRICT**

Nancy Howlett
General Manager

RE: 26' ^{APPROX.} (feet)
wide strip
alongside EAST of
Property OWNED
BY G.E.I.D. -
"DO NOT WANT
TO SELL NOW!"

#6

February 2009

RE: 2620 SEXSMITH RD., KELOWNA, B.C.

LOT 18, PLAN 1068, BLOCK 15, O.D.Y.D.

EMMA & ELMO RANTUCCI – OWNERS/APPLICANTS

PROPOSAL:

To do a “homesite severance” subdividing the S.E. (corner) portion of approximately .50 ha. including the family farm dwelling at 2620 Sexsmith Rd. The property was purchased by Elmo & Emma Rantucci (applicants) in 1967. The home was completed in 1968 and the applicants have lived and farmed the land continuously ever since and want to remain in our home and our surroundings where we raised our family for as long as we can.

“A”
We made an agreement with our son that we will sell him approx. 2.46 ha. and would apply for a “homesite severance” so that we could legally sever our interests, each have separate title, and liabilities, etc. All the property will remain in the ALR and in hay production.

In 2007 our son obtained a building permit from the City to build a new home for his family at the back of the property, 2590 Sexsmith Rd. The site chosen was so that it would not disrupt the agricultural aspect, where the land was mostly unusable due to the narrow triangle shape and typography (rocky and not feasible to work with machinery).

“B”
BUILDINGS: Original farm house 2620 Sexsmith Rd, built in 1968 and occupied by Elmo and Emma Rantucci (applicants); new home 2590 Sexsmith Rd., built and occupied by our son Robert Rantucci and family; storage/workshop and utility shed.

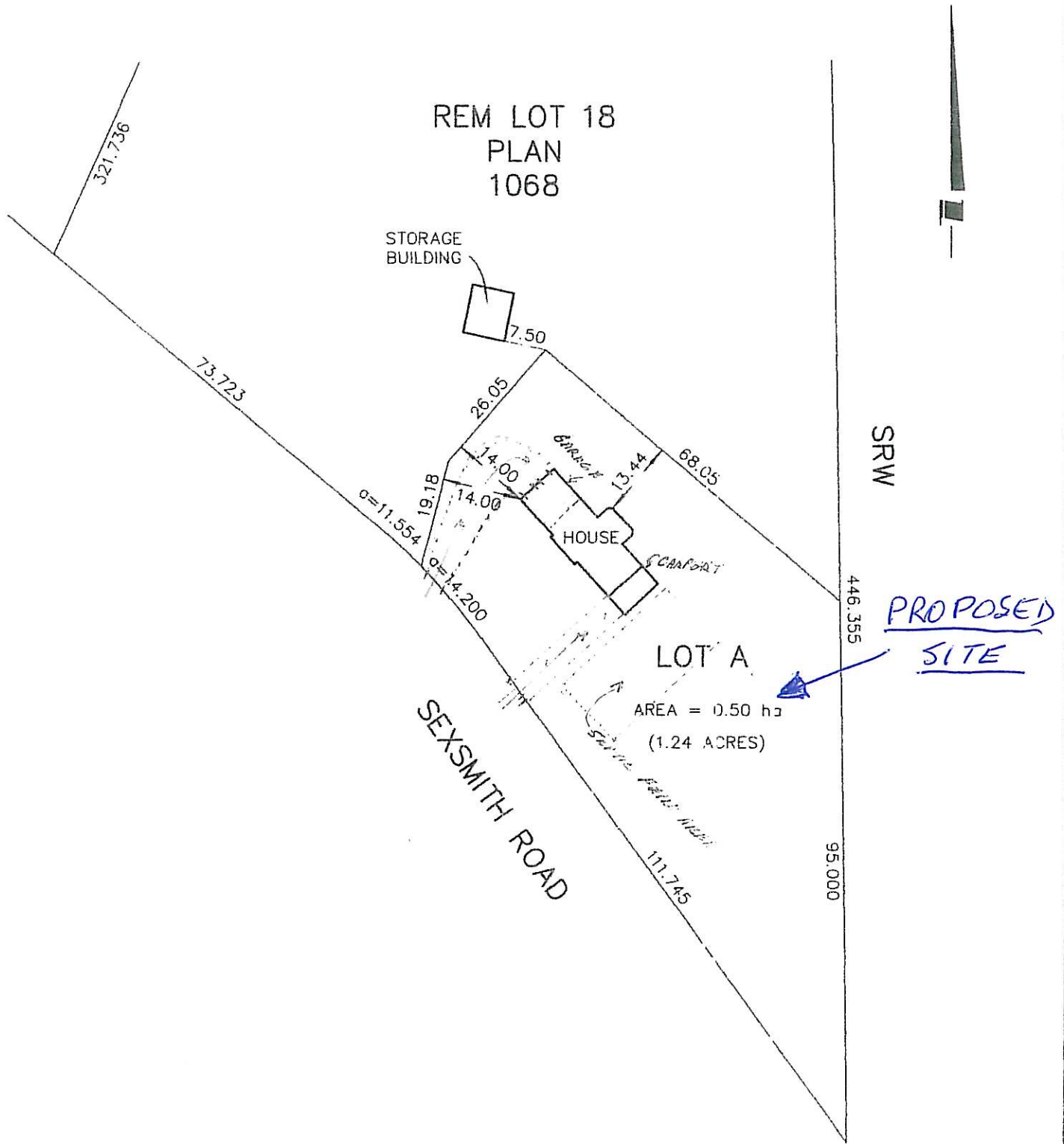
PRESENT USE OF LAND: The subject land use is production of hay. The adjacent properties are in hay production and pasture. There are 4 residential properties across the street.

SIZE: The plot applied & recommended for the severance parcel, is based on the following factors:

- a) Feasible access and turn around to the garage at the west end of dwelling.
- b) Workable access to the back of dwelling and septic.
- c) Allowance for existing works for septic field on east side of house.
- d) The EAST triangular (S/E) corner of the property would be most practicable left with the “severed parcel” rather than have a narrow triangular projection left to the “remainder”;
- e) Must be over 1 acre to qualify for irrigation water, which we require to maintain the present agricultural use on the “home severance” parcel.

PROPOSED SUBDIVISION OF LOT 18, PLAN 1068, BLOCK 15,
SECTION 3, TOWNSHIP 23, ODYD

2620 SEXSMITH ROAD



| | | |
|-------------------------------------|--|--|
| CLIENT: MRS. E. RANTUCCI | | T.E. Ferguson Land Surveying Ltd. B.C. AND CANADA LAND SURVEYORS 216-1626 RICHTER STREET KELOWNA, B.C. TELEPHONE: (250) 763-3055 FAX: (250) 763-0321 |
| DATE: FEBRUARY 17, 2009 | | |
| SCALE: 1:1000 METRES | | |
| FILE: 17516 | | |
| © T.E. FERGUSON LAND SURVEYING LTD. | | |

#3 MAP

#4

PLOT PLAN - FOUNDATION PLAN OF "2590"

B.C. LAND SURVEYORS CERTIFICATE OF LOCATION NEW NEW FOUNDATION ONLY ON LOT 18, PLAN 1068, BLOCK 15, HOUSE SECTION 3, TOWNSHIP 23, ODYD

2620 SEXSMITH ROAD

AT REAR OF PROPERTY

2590

SEE DETAIL

LOT 18
PLAN
1096

LOT 18
PLAN
1068

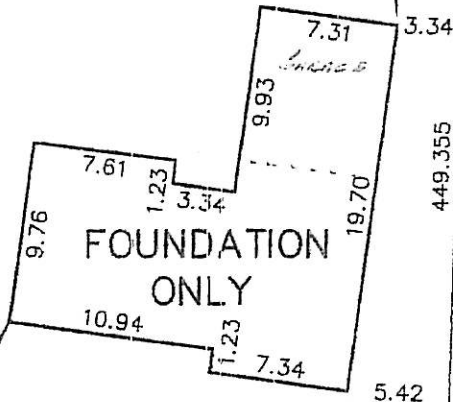
POSTING PLAN
KAP84539

TOP OF FOUNDATION
ELEVATION = 444.5m

LOT B
PLAN
10960

LOT 18
PLAN
1068

POSTING PLAN
KAP84539



FOUNDATION ONLY

SRW

SRW

SEXSMITH ROAD

DETAIL
SCALE 1:400 METRES

I HEREBY CERTIFY THAT THE ABOVE SKETCH SHOWS THE REGISTERED DIMENSIONS OF THE ABOVE DESCRIBED PROPERTY AND RELATIVE LOCATION OF THE BUILDING THEREON.

THIS PLAN IS FOR THE USE OF THE BUILDING INSPECTOR AND/OR MORTGAGEE ONLY AND IS NOT TO BE USED FOR THE RE-ESTABLISHMENT OF PROPERTY BOUNDARIES.

CLIENT: TROY WENINGER

DATE: SEPTEMBER 6, 2007

SCALE: 1:2500 METRES

FILE: 17724

©T.E. FERGUSON LAND SURVEYING LTD.

T.E. Ferguson Land Surveying Ltd.

B.C. AND CANADA LAND SURVEYORS

216-1626 RICHTER STREET, KELOWNA, B.C.

TELEPHONE: (250) 763-3115

FAX: (250) 763-0321

THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED

B.C.L.S., C.L.S.

T.E. Ferguson

PROOF =
PURCHASE:
AUG. 1, 1967
BY ELMO &
EMMA RANTUCCI
& COPY OF TITLE

is Indenture

Made in duplicate the 1st day of August in the year of our Lord one thousand nine hundred and sixty-seven

Between

ELMO RANTUCCI, civic employee, of 753 Walrod Street, and MOROLDO LAURETO RANTUCCI, telephone company employee, of 755 Richter Street, both of the City of Kelowna, in the Province of British Columbia,

Insert full Name, Address and Occupation of Parties.

hereinafter called the "ASSIGNOR" OF THE FIRST PART

AND

ELMO RANTUCCI, civic employee, and EMMA RANTUCCI, his wife, both of 753 Walrod Street, in the City of Kelowna, in the Province of British Columbia, as Joint Tenants hereinafter called the "ASSIGNEE" and not as tenants in common,

OF THE SECOND PART

Whereas by Agreement for Sale dated the 1st day of November one thousand nine hundred and sixty-three and made between Davis John Maygard and Eileen / Agnes Maygard of Kelowna, B.C. as vendors of the first part, and Jacob Doerksen and Mary / Doerksen of Kelowna, B. C. as purchasers of the second part, the said vendor did agree to sell and convey in fee unto the said purchaser, who thereby agreed to purchase from the said vendor the lands therein, for the sum of Eight Thousand, Two Hundred (\$8,200.00) - - -

- - - - - Dollars subject to the conditions and covenants in said Agreement for Sale contained:

AND WHEREAS the said Jacob Doerksen and Mary Doerksen by Indenture dated the 9th day of March, 1965 did assign their entire interest in the said Agreement for Sale and in the said lands and premises to Frank Baumgarten and Kathryne Baumgarten the assignor herein;

AND WHEREAS the said Davis John Maygard and Eileen Agnes Maygard did assign their vendors interest in the said Agreement for Sale and in the said lands by Indenture dated July 31st, 1965 to Clarence O. Boake, insurance agent of 2362 Abbott Street, Kelowna, B.C., and all monies payable under the said Agreement are now payable to the said Clarence O. Boake;

AND WHEREAS the said Frank Baumgarten and Kathryne Baumgarten by Indenture dated October 31st, 1965 did assign their entire interest in the said Agreement for Sale and in the said lands to Elmo Rantucci and Moroldo Laureto Rantucci.

AND WHEREAS, the Assignor has agreed to grant and assign the said Agreement for Sale and all interest therein, and in the said lands unto the Assignee;

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys (being for principal, the sum of Fifty-three Hundred and Twenty-three and Twenty-two Hundredths - - - - - (\$5323.22) - - - - - Dollars) due and to become due under said Agreement for Sale.

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of ^{including the sum of One (\$1.00)} good and valuable consideration / Dollar~~s~~ of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein;

AND THIS INDENTURE further witnesseth that, for the consideration aforesaid, he the Assignor HATH GRANTED, RELEASED, and QUITTED CLAIM, and by these presents, DOTH GRANT, RELEASE, and QUIT CLAIM, unto the Assignee FOREVER.

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Glenmore Irrigation District and Province of British Columbia, more particularly known and described as:

Lot Eighteen (18),
Block Fifteen (15),
Section Three (3),
Township Twenty-three (23),
Osoyoos Division Yale District,
Plan One Thousand and Sixty-eight (1068).

Together with the appurtenances thereunto belonging or appertaining, and all the ESTATE, RIGHT, TITLE, INTEREST, CLAIM and DEMAND whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the Assignor, therein and thereto TO HAVE and TO HOLD the aforesaid lands and premises with ALL and SINGULAR the appurtenances thereto belonging or appertaining UNTO AND TO THE USE of the Assignee his heirs and assigns forever, SUBJECT, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown, AND SUBJECT also to the terms of the said Agreement for Sale and the Covenants and Conditions therein contained.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ONLY the said sum of Fifty-three Hundred and Twenty-three and Twenty-two Hundredths ^(\$5323.22) Dollars, payable as follows: Sixty-five (\$65.00) Dollars on the 1st day of August, 1967 and Sixty-five (\$65.00) Dollars on the 1st day of each and every month thereafter until the balance of the said sum together with interest (calculated from the 1st day of November, 1965) at the rate of seven (7%) per cent per annum on the balance from time to time outstanding is fully paid and satisfied, each such payment being applicable first on account of interest at the rate aforesaid accrued to the date of payment and second in reduction of principal.

~~together with interest thereon at the rate of seven per cent per annum from the date of payment and second in reduction of principal.~~
~~and~~

AND the Assignee hereby COVENANTS and AGREES with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Agreement for Sale and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said Agreement for Sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that he has done no act to encumber the said lands, and has done no act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become, in part or entirety, in anywise impaired or invalid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Assignment shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature H. E. Beairsto
 Occupation Solicitor
 Street Address Kelowna, B. C.
 City or Town _____

(As to all signatures)

Elmo Rantucci
 Elmo Rantucci
M. Rantucci
 Moroldo Laureto Rantucci
Elmo Rantucci
 Elmo Rantucci
Emma Rantucci
 Emma Rantucci

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the ... day of ... 19 ... at ... in the Province of British Columbia, (Whose identity has been proved by the evidence on oath of ...), who is personally known to me, appeared before me and acknowledged to me that he is the ... of ... and that he is the person of the said ... who subscribed his name to the annexed instrument as ... and affixed the seal of the ... to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at ... day of ... in the Province of British Columbia, this ... day of ... in the year of our Lord one thousand nine hundred and ...

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

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

Dated 1st August 19 67

ELMO RANTUCCI and MOROLDO LAURETO RANTUCCI

—TO—

ELMO RANTUCCI and EMMA RANTUCCI

Assignment OF AGREEMENT FOR SALE (BY PURCHASER)

Form No. 118

The Wilson Stationery Co. Ltd. — Clarke & Stuart Co. Ltd

REGISTERED AT L. R. O. KAMLOOPS UNDER No. 819703 Filmore, Mullins, Gilhooly & Bearisio

RBB/at

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the 4th day of August, 19 67, at the City of Kelowna, in the Province of British Columbia, Elmo Rantucci and Moroldo Rantucci, who are personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the maker S thereof, and whose name S are subscribed thereto as parties, that they know the contents thereof, and that they executed the same voluntarily, and each of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Kelowna in the Province of British Columbia, this 4th day of August in the year of our Lord one thousand nine hundred and sixty-seven.

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA } TO WIT:

I, ... of the ... in the Province of British Columbia, make oath and say:

- 1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at ... of the full age of twenty-one years.
3. I know the said part, and that ... of the full age of sixteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at ... in the Province of British Columbia, this ... day of ... 19 ...

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


 CERTIFICATE OF ENCUMBRANCES

THE GOVERNMENT OF CANADA
 LE GOUVERNEMENT DU CANADA
 (Section 252)

LAND REGISTRY OFFICE

Kamloops, B.C.

I HEREBY CERTIFY that, at 10:00 a.m. on 1st day of September 19 67, the following is the state of the title to

Lot 18, Block 15, Section 3, Township 23, Osoyoos Division Yale District, Plan 1068.

Vernon Assessment District and Glenmore Irrigation District.

Registered owner in fee-simple under Certificate of Title No. 269782F, Vol. 1059

CLARENCE O. BOAKE

2362 Abbott Street

Kelowna, B.C.

Endorsements on register:

Right to Purchase B19703 (22/8/67 11:37) ELMO RANTUCCI and EMMA RANTUCCI, "Joint Tenants", Assignment of #105754E see 115698E and 121618E.

Judgments:

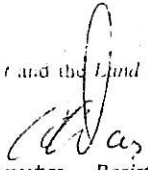
NIL

Pending applications received:

NIL

This certificate is to be read subject to the provisions of section 38 of the *Land Registry Act* and the *Land Act Amendment Act, 1961*.

To: Messrs. Fillmore & Company
 1470 Water Street
 KELOWNA, B.C.
ATTENTION: R.E. Beirsto


 Deputy Registrar.