



Canada's Tournament Capital

# 585 ROYAL AVENUE

## Info Package

ASKING PRICE:

**\$369,000** + GST



### Property Information:

**Area:** 659 m<sup>2</sup> (7,099 sq. ft.)

**Street Frontage:** 16.586 m; **Trail Frontage:** 15.458 m

**Zoning:** R1 (Residential 1)

**PID:** 031-625-827

**Legal:** Lot 3 District Lot D Group 2 KDYD (Formerly Lytton) Plan EPP93009

### Title Documents:

1. [Certificate of Title](#)
2. [Subdivision Plan](#)
3. [Riparian Area Regulation Development Permit](#)
4. [Dike and Drainage Utility Statutory Right-of-Way](#), together with the related [Statutory Right-of-Way Plan](#)
5. [Riparian Protection Covenant](#) with attached Riparian Areas Regulation - Assessment Report, together with the related [Covenant Plan](#)
6. [Flood Plain Covenant](#)
7. [Driveway Access and Grading/Drainage Covenant](#) with attached Grading Plan including Lot Development Area Footprint

### Other:

8. [Geotechnical Summary Report](#)
9. [Purchase Agreement](#)

**TITLE SEARCH PRINT**

File Reference: 5301.8539LC

2024-09-12, 10:38:55

Requestor: Linda Cleveland

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** SECTION 98 LAND TITLE ACT

**Land Title District** KAMLOOPS  
Land Title Office KAMLOOPS

**Title Number** CA9681635  
From Title Number CA6619298

**Application Received** 2022-01-31

**Application Entered** 2022-02-10

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: CITY OF KAMLOOPS  
7 VICTORIA STREET WEST  
KAMLOOPS, BC  
V2C 1A2

**Taxation Authority** Kamloops, City of

**Description of Land**  
Parcel Identifier: 031-625-827  
Legal Description:  
LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT  
(FORMERLY LYTTON) PLAN EPP93009

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL  
GOVERNMENT ACT, SEE CA9830452

**Charges, Liens and Interests**  
Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA9681639  
Registration Date and Time: 2022-01-31 09:43  
Registered Owner: CITY OF KAMLOOPS  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 5301.8539LC

2024-09-12, 10:38:55  
Requestor: Linda Cleveland

Nature: COVENANT  
Registration Number: CA9681641  
Registration Date and Time: 2022-01-31 09:43  
Registered Owner: CITY OF KAMLOOPS  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA9681642  
Registration Date and Time: 2022-01-31 09:43  
Registered Owner: CITY OF KAMLOOPS  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA9681643  
Registration Date and Time: 2022-01-31 09:43  
Registered Owner: CITY OF KAMLOOPS  
Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2024-09-12, 10:38:55

File Reference: 5301.8539LC

Requestor: Linda Cleveland

PARCEL IDENTIFIER (PID): 031-625-827

SHORT LEGAL DESCRIPTION:S/EPP93009/////3

MARG:

TAXATION AUTHORITY:

1 Kamloops, City of

FULL LEGAL DESCRIPTION: CURRENT

LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT  
(FORMERLY LYTTON) PLAN EPP93009

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN EPP93009

STATUTORY RIGHT OF WAY PLAN EPP93067

STATUTORY RIGHT OF WAY PLAN EPP93068

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

**SUBDIVISION PLAN OF LOT 1 DISTRICT LOT D  
GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY  
LYTTON) DISTRICT PLAN EPP70511**

BCGS 921.069



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF  
THE INTENDED PLOT SIZE OF THIS PLAN IS 864 mm IN WIDTH BY 565 mm IN HEIGHT (D-SIZE) WHEN PLOTTED AT A SCALE OF 1:250

**LEGEND:**

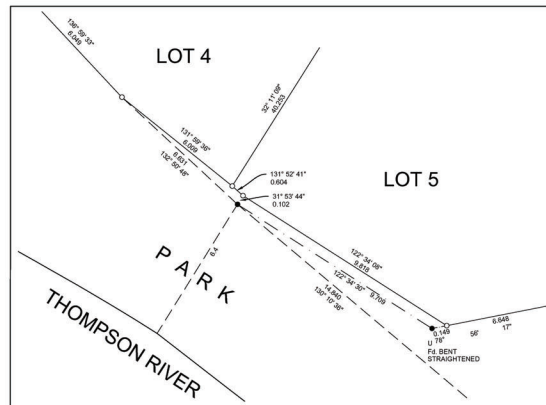
INTEGRATED SURVEY AREA No. 23 (MUNICIPALITY OF KAMLOOPS) NAD 83 (CSRS) 4.0.0.BC.1. UTM ZONE 10  
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS E3H5997 AND E3H5975.  
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOIT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS E3H5997 AND E3H5975.  
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPLETE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999978 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS E3H5997 AND E3H5975.

**SYMBOLS DESCRIPTION**

FOUND	PLACED	DESCRIPTION
●	○	CONTROL MONUMENT
○	○	STANDARD IRON POST
○	○	NON-STANDARD IRON POST
WF		WOULD BE FOUND
WI		WITNESS
U		UNREGISTERED
EAA		ESTIMATED ABSOLUTE ACCURACY

NOTE:  
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS(S).  
SOME LINWORK AND POSTS ARE EXAGGERATED FOR CLARITY.  
THIS PLAN LIES WITHIN THE THOMPSON-NICOLA REGIONAL DISTRICT.  
THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF KAMLOOPS.

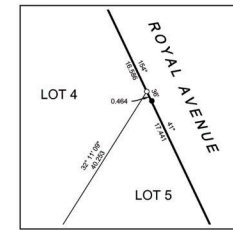
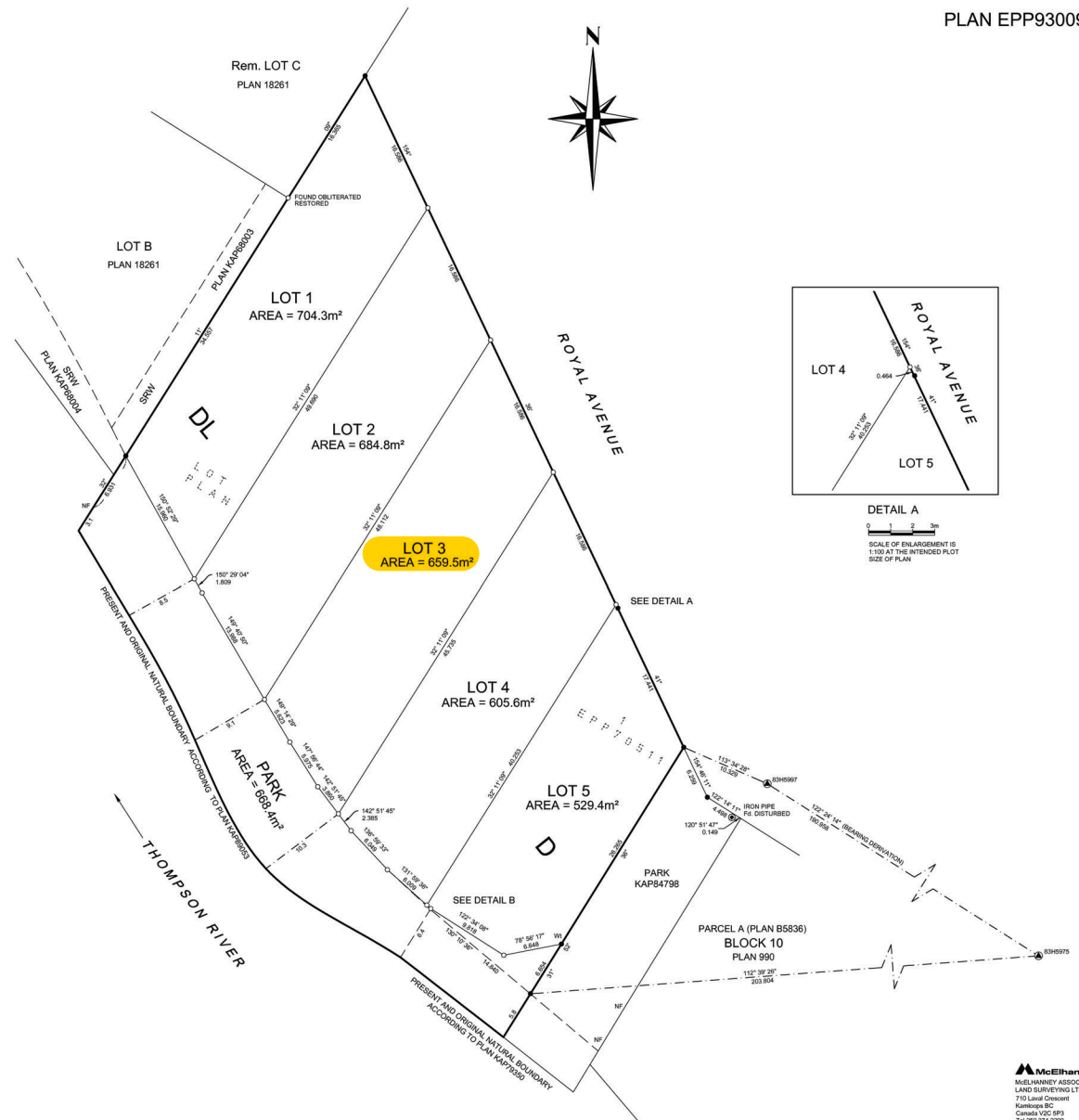
GEOREFERENCING POSITIONS			
DATUM: NAD83(CSRS) 4.0.0.BC.1. UTM ZONE 10			
POINT NAME	NORTHING	EASTING	EAA
E3H5997	5618554.41	686056.94	0.05
E3H5975	5618452.09	686220.16	0.05



DETAIL B

SCALE OF ENLARGEMENT IS 1:100 AT THE INTENDED PLOT SIZE OF PLAN

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 04 DAY OF SEPTEMBER, 2021. THOMAS P. DUNKLEY, BCLS 1002



DETAIL A

SCALE OF ENLARGEMENT IS 1:100 AT THE INTENDED PLOT SIZE OF PLAN

**McElhanney**  
MCELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
750 West Columbia  
Kamloops BC  
Canada V2C 2P3  
Tel 250 374 2200  
FILE NO. 2431-0091-05  
DRAWING NO. 0001-0003-DWG



1. Application

**City of Kamloops  
7 Victoria Street West  
Kamloops BC V2C 1A2  
2508283311**

2. Description of Land

PID/Plan Number	Legal Description
<b>031-625-801</b>	<b>LOT 1 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT (FORMERLY LYTTON) PLAN EPP93009</b>
<b>031-625-819</b>	<b>LOT 2 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT (FORMERLY LYTTON) PLAN EPP93009</b>
<b>031-625-827</b>	<b>LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT (FORMERLY LYTTON) PLAN EPP93009</b>
<b>031-625-835</b>	<b>LOT 4 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT (FORMERLY LYTTON) PLAN EPP93009</b>
<b>031-625-843</b>	<b>LOT 5 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE DISTRICT (FORMERLY LYTTON) PLAN EPP93009</b>

3. Nature of Interest

Type

**NOTICE OF PERMIT**

4. Name of Local Government

**City of Kamloops**

Additional Information

5. Notice Details

TAKE NOTICE that the land described above is subject to a Permit.

- (a) Type of Notice: Development Permit
- (b) Statutory authority: Local Government Act, Section 490

Issue Date: 2022-Mar-07

Further particulars of the permit may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit, the Registrar is hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Authorized Signatory (If Applicable)



**Electronic Signature**

Your electronic signature is a representation that you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act.

**Courtney Ranger**  
**QF997G**

Digitally signed by  
Courtney Ranger QF997G  
Date: 2022-04-01  
12:22:09 -07:00



LOCAL GOVERNMENT ACT  
(Part 14)  
NOTICE OF PERMIT

To: Registrar of Title  
Land Title Office  
Ministry of Attorney General  
Suite 900 – 175 2<sup>nd</sup> Ave  
Kamloops BC V2C 5W1

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. DPM00857
(b) Statutory Authority	Local Government Act, Section 490
Legal Description of Land Affected	031-625-801 031-625-819 031-625-827 031-625-835 031-625-843  Lots 1, 2, 3, 4 and 5, all of District Lot D Group 2 Kamloops Division Yale District (formerly Lytton) District Plan EPP93009  577, 581, 585, 589 and 593 Royal Avenue
Issue Date	<i>March 7, 2022</i>

CITY OF KAMLOOPS  
AUTHORIZED SIGNATORY:

  
Delegated Authority, R. Martin, MCIP, RPP  
Planning & Development Manager/  
Approving Officer

DATE: *March 7, 2022*



Canada's Tournament Capital

## DEVELOPMENT PERMIT

PERMIT NUMBER: DPM00857

To: City of Kamloops  
Tanya Chapman

(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: 105 Seymour Street, Kamloops, BC, V2C 2C6

1. This Development Permit is issued subject to compliance with all applicable City of Kamloops bylaws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

**Lots 1, 2, 3, 4 and 5, all of District Lot D Group 2 Kamloops Division Yale District  
(formerly Lytton) District Plan EPP93009**  
(Legal Description)

**577, 581, 585, 589 and 593 Royal Avenue**  
(Address)

and any and all buildings, structures and other development thereon.

3. The land described herein shall be developed strictly in accordance with the Riparian Area Assessment shown as Attachment "A".
4. If the Permittee or its successor(s) in title does not substantially commence any construction with respect to which this Permit was issued within two (2) years after the date it was issued, the Permit shall lapse.
5. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
6. The terms of this Permit or any amendment to it is binding on all persons who acquire an interest in the land affected by the Permit.
7. This Permit is not a Building Permit, Subdivision or Zoning Amendment.

DATE ISSUED: March 7, 2022



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Delegated Authority  
R. Martin, Planning & Development Manager/Approving Officer

## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Riparian Areas Regulation: Assessment Report**

Please refer to submission instructions and assessment report guidelines when completing this report.

Date 2018-05-17

**I. Primary QEP Information**

First Name	Rick	Middle Name	
Last Name	Howie		
Designation	RP Bio	Company	Aspen Park Consulting
Registration #	357	Email	r.howie@shaw.ca
Address	4898 Spurraway Road		
City	Kamloops	Postal/Zip	V2H 1M6
Prov/state	BC	Country	Canada
		Phone #	250-578-7542

**II. Secondary QEP Information (use Form 2 for other QEPs)**

First Name		Middle Name	
Last Name			
Designation		Company	
Registration #		Email	
Address			
City		Postal/Zip	
Prov/state		Country	
		Phone #	

**III. Developer Information**

First Name	Dave	Middle Name	
Last Name	Freeman		
Company	City of Kamloops		
Phone #	250-828-3548	Email	dfreeman@kamloops.ca
Address	105 Seymour St.		
City	Kamloops	Postal/Zip	V2C2C6
Prov/state	BC	Country	Canada

**IV. Development Information**

Development Type	Subdivision - 6 or less single family lots		
Area of Development (ha)	.32	Riparian Length (m)	65
Lot Area (ha)	.32	Nature of Development	Re-development
Proposed Start Date	2018-06-01	Proposed End Date	2018-12-31

**V. Location of Proposed Development**

Street Address (or nearest town)	591 Royal Ave, Kamloops, BC V2B 3P8		
Local Government	City of Kamloops	City	Kamloops
Stream Name	Thompson River		
Legal Description (PID)	010-395-130	Region	Thompson, Region 3
Stream/River Type	river	DFO Area	BC Interior
Watershed Code	120		
Latitude	50	41	22
Longitude	120	21	55

Completion of Database Information includes the Form 2 for the Additional QEPs, if needed.  
Insert that form immediately after this page.

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## Section 1. Description of Fisheries Resources Values and Description of the Development proposal

### Nature of Development

The subject property is a vacant lot owned by the City of Kamloops. It once housed the Thrupp Manor seniors care facility which has been removed. The intention is to re-zone the property to single family residential and subdivide it into 5 lots (Figure 4.) Potential purchasers of the properties have not been identified and the details and timing of future developments on the new lots have not been finalized. The parent property abuts the Thompson River and has a flood protection dike constructed by the provincial government running along the entire river front. The dike is contained within a statutory right of way (SRW) within which property owners may not undertake action or development. The right of way and associated restrictions would remain in place within the new lots. The dike is built to the 20 year flood level and a fence demarcates the inland edge of the SRW and the developed portions of the lot. There is sufficient room within the SRW to build the dike up to the 200 year flood level if desired (D. Funk, D. Freeman, City of Kamloops, pers com).



Figure 1. General location of former Thrupp Manor in Kamloops, B.C.

### Fisheries Resource Values

The Thompson River is a well-documented fish-bearing system that hosts anadromous salmon and resident trout and non-salmonids. Rainbow Trout (*Oncorhynchus mykiss*), Bull Trout (*Salvelinus confluentus*), Chinook (*O. tshawytscha*), Coho (*C. kisutch*), Sockeye (*O. nerka*), Burbot (*Lota lota*) Lake Trout (*Salvelinus namaycush*) and numerous other non-salmonids such as Largescale Sucker (*Catostomus macrocheilus*), Mountain Whitefish (*Prosopium williamsoni*), Longnose Dace (*Rhinichthys cataractae*), Northern Pikeminnow (*Ptychocheilus oregonensis*), Sculpin (*Cottus sp.*) and Redside Shiner (*Richardsonius balteatus*) are present at varying times of the year. Many species are resident.

Next to the river, the dike consists of a rock face with limited soil cover and minor development of grass and weedy forbs. The crest of the dike is flat and varies from 3-4 metres in width. It is paved with asphalt as part of a recreational trail although there is a narrow strip of soil between the path and a chain link fence that runs the length of the property on the inland side of the dike crest. Inland of the fence, the dike slopes down to a flat area of the property and is completely covered with lawn grass. Within the lawn, a single, large ornamental Locust tree (*Gleditsia sp.*) stands 16m inland of the high water mark and a smaller ornamental tree is located about 14 metres inland. A single Black Cottonwood (*Populus trichocarpa*) is located near the dike in the southeast corner of the property. A line of taller ornamental shrubs is located along the western boundary of the property running perpendicular to the dike. There is no continuity of vegetation from the river side of the dike crest through to the inland slopes. Fisheries values on the dike are currently very limited. Along the river face of the dike, groins have been created to develop eddy zones to provide resting areas for fish. Dike maintenance guidelines will not result in the development of trees or shrubs for insect drop and being on the north side of the river, shade values are minimal. Attempts to grow shorter vegetation as part of the dike construction compensation package have been unsuccessful due to the lack of an adequate irrigation system and the hot, southern exposure. Riparian vegetation upstream and downstream of the property has been compromised by dike construction.

**Section 2. Results of Detailed Riparian Assessment**

Refer to Chapter 3 of Assessment Methodology

Date: 2018-05-17

Stream	Y
Wetland	
Lake	
Number of reaches	

Reach # 1

**Channel width and slope and Channel Type**

	Channel Width(m)	Gradient (%)	
starting point	320	<1%	I, <u>Rick Howie</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ; c) I have carried out an assessment of the development proposal and my assessment is set out in this <u>Assessment Report</u> ; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
upstream	311	<1%	
	280	<1%	
	280	<1%	
	278	<1%	
downstream	282	<1%	
	338	<1%	
	342	<1%	
	379	<1%	
	390	<1%	
	348	<1%	
Total: minus high /low	2880		
mean	320	<1%	
	R/P	C/P	
Channel Type	x		

**Site Potential Vegetation Type (SPVT)**

Yes    No

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### **Comments**

The Thompson River flows southeast- northwest at the subject property which is located on the north bank. The ZOS for shade is 30 metres but measured due south and does not affect the inland SPEA width. The ZOS for LWD & channel stability and insect drop is 15m, therefore the larger of the zones will be used to define the SPEA. Figure 3-4 in the assessment manual for determining channel type is not adequate for channels that are wider than 30m in that it implies that the channel is a cascade-pool type which is not correct. For stability and insect drop, the situation is more akin to that of a large lake where the ZOS is 15m. This interpretation has been agreed to by FLNRO staff in the past. In addition, bank stability is ensured by the rip rapped dike.

Vegetation on the dike consists of sparse grasses and weedy perennials on the river slope which is largely rocks devoid of soil cover except for the upper surface which has a thin layer. The river slope is south facing and very arid conditions prevail with limited moisture retention capacity. The top surface of the dike is paved for a community walking trail. This situation has persisted since the dike was constructed and seems to be a permanent condition. Dike maintenance standards will not result in trees or woody vegetation being maintained even if it were possible to attain successful growth.

Vegetation on the landward side of the dike crest is lawn grass and is disconnected from the river. The trees do not provide shade. There appears to be no value in extending the SPEA inland beyond the crest of the dike which is currently at the 1:20 yr flood level and may only become higher as future flood protection works are developed. Section 3.6.6 of the detailed methodology indicates that where vegetation inland of the dike crest has limited fishery values and is not contributing to the watercourse, the SPEA may be terminated at the inland crest of the dike. Discussions with P. Belliveau (FLNRO) in 2009 for an earlier draft of this report, followed by an e-mail from him suggest that an extended SPEA would not be required. As an RP Bio, I agree with this opinion. However, assessment of this 2018 report indicated that FLNRO staff do not support this section of the methodology and insist that a full 15m SPEA is required. The City of Kamloops has agreed to submit this RAR report with a SPEA to the full 15m limit which extends it beyond the inland crest of the dike as shown in Figure 4.

### Section 3. Site Plan

## Site Plan

Figure 2 illustrates the property boundaries which include the dike out to the high water mark. Figure 3 illustrates the 30m assessment boundary and the typical 15 metre zones of sensitivity for large woody debris and insect drop. Both of these processes are confounded by the presence of the dike and do not function as per normal. Figure 4 shows the statutory right of way for the dike and the recommended SPEA.

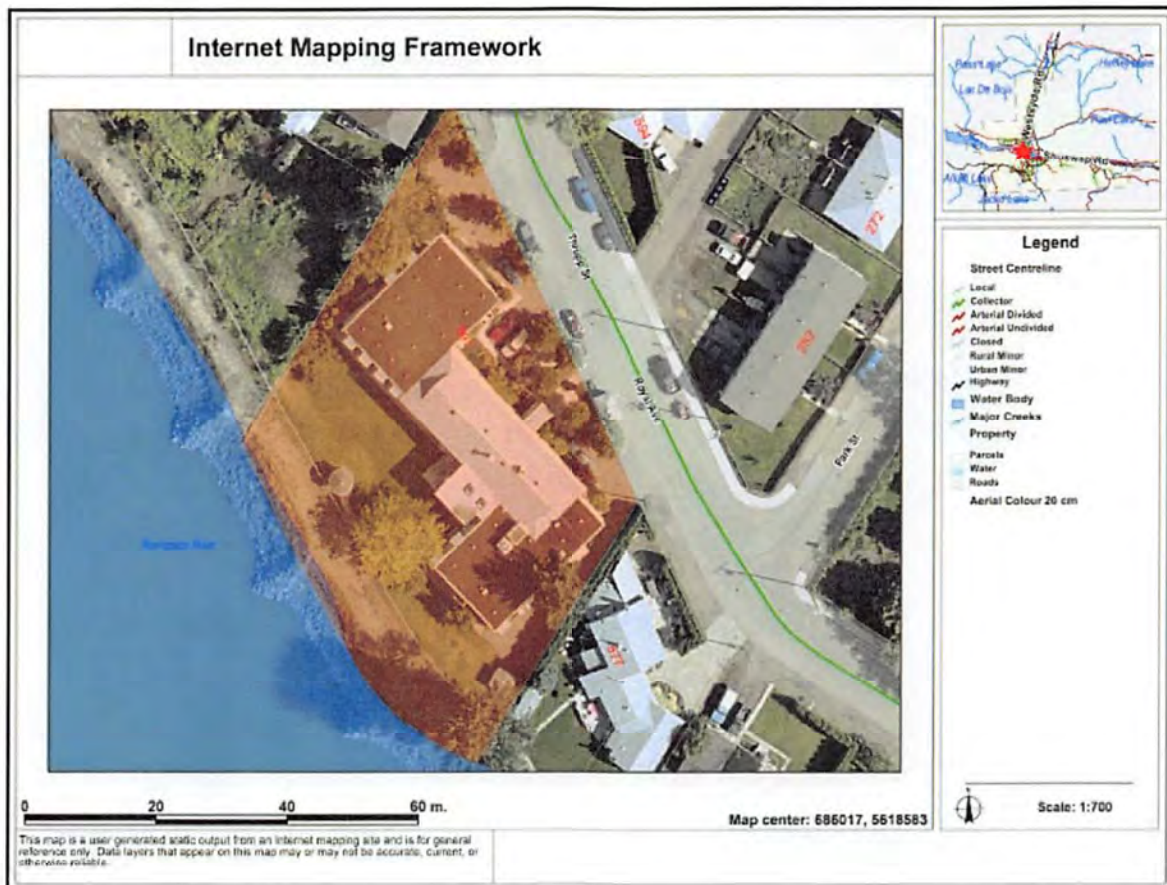


Figure 2. Subject Property at Kamloops, B.C. The building shown in this photo is no longer existing.

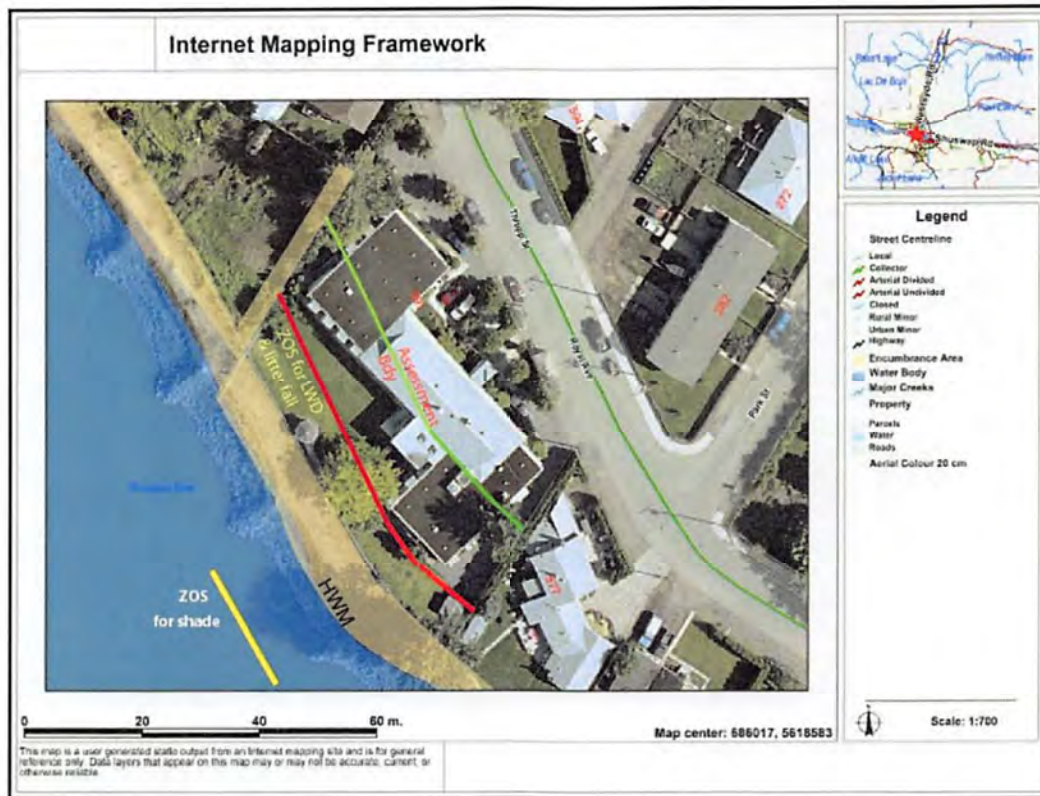


Figure 3. Assessment and zone of sensitivity boundaries.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Figure 4. Subject property showing 15 m SPEA & statutory right of way for dike.

**Section 4. Measures to Protect and Maintain the SPEA**

1. Danger Trees	The proposed SPEA does not contain any danger trees and is in fact, devoid of trees. The 2 trees located inland of the SPEA appear healthy and show no signs of decay. The single cottonwood inland of the SPEA may pose safety risks to users of the walking trail in the future but in all cases, a certified arborist will be called upon to assess the risks and undertake the appropriate actions while attempting to maintain all values to the SPEA.
<p>I, <u>Rick Howie</u> hereby certify that:</p> <p>e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>f) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
2. Windthrow	There are no trees located in the SPEA. The few trees inland of the SPEA have shown no tendency to be infirm but even if they were to blow down, there would be no damage to the SPEA which is devoid of vegetation. There is no ZOS for shade so the loss of these trees would not change those values.
<p>I, <u>Rick Howie</u> , hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
3. Slope Stability	The proposed SPEA consists of a constructed dike which has been built and maintained to provincial standards. The inland side of the dike slopes inland and down so that there is no risk of an unstable slope slipping towards the river and damaging the SPEA.
<p>I, <u>Rick Howie</u> , hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
4. Protection of Trees	There are no trees within the SPEA itself. The existing trees on private land in the "no build" zone will be maintained unless safety issues require limbing or removal.
<p>I, <u>Rick Howie</u> , hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
5. Encroachment	The proposed SPEA boundary is already fenced with a 1.7 metre high chain link fence that separates it from the property on the inland side. The dike surface is paved and

**FORM 1**  
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

	<p>used as a public walking trail maintained by the City of Kamloops. The SPEA is not used for the disposal of lawn or garden wastes and will not be used for this in the future. The statutory right of way limits use by the land owners and is maintained by city staff. A "no construction" setback will be applied to an area 6 metres inland of the SPEA boundary as part of redevelopment DP conditions.</p>
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
<p><b>6. Sediment and Erosion Control</b></p>	<p>There is no land that slopes towards the dike. During any future redevelopment, all drainage will slope away from the SPEA. Should the property be filled as part of floodproofing, silt fencing will be installed during development to ensure that no sediment can reach the SPEA or the river.</p>
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
<p><b>7. Stormwater Management</b></p>	<p>Stormwater from the site building is routinely channelled to the city streets and collector system or to ground. This will occur during redevelopment as well. Future development will not change existing rainfall capture patterns in the SPEA or drainage towards the SPEA which is non-existent.</p>
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
<p><b>8. Floodplain Concerns (highly mobile channel)</b></p>	<p>The existing dike is constructed to the 1:20 year flood level for the Thompson River. Any future dike improvements could raise the level to the 1:200 year level. There is no horizontal setback for flood protection required by the City of Kamloops, but all new, habitable development within the 200 year floodplain must meet vertical flood protection requirements. Future development will meet elevational requirements but as with much of North Kamloops, will occur within the 200 year flood limits. The dike currently prevents the channel from moving or flooding beyond its boundaries to the 1:20 year level.</p>
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment</p>	

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation

**Section 5. Environmental Monitoring**

It is expected that any future redevelopment will occur well outside of the SPEA.

A QEP will hold a pre-construction meeting on site to explain the need to avoid encroachment into the SPEA and to discuss issues such as control of debris, liquid wastes or any other effects of construction that could influence the SPEA. The need to erect any control facilities, silt fencing and so forth will be discussed at that time. The SPEA will be marked in the field using snow fencing or similar material.

Depending upon the length of the project, and assuming that construction BMPs will be followed, there will be a visit within 2 weeks of the project commencement to confirm compliance, followed by a post-construction visit. Should any problems be noted at the early compliance visit, follow up visits will be scheduled.

A post-development report is required by the Riparian Area Regulation and will be submitted following completion of the project. It is the responsibility of the developer to have this report completed. The report will be prepared by a QEP.

**Section 6. Photos**

These photos were taken by R. Howie in 2009 prior to removal of the buildings.



Photo 1. Southeast corner of subject property inside dike fence.



Photo 2. View from southeast corner of property showing 2 trees and typical understory with limited fish values.

FORM 1  
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Photo 3. Typical landscaping at rear of subject property inside dike fence.



Photo 4. River face of dike behind property showing HWM near top of bare rocks.

FORM 1  
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Photo 5. Paved dike crest behind subject property with limited vegetation and low potential for additional.

**Section 7. Professional Opinion**

**Assessment Report Professional Opinion on the Development Proposal's riparian area.**

Date

1. I Rick Howie

hereby certify that:

- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b) I am qualified to carry out the assessment of the proposal made by the developer City of Kamloops, which proposal is described in section 1 of this Assessment Report (the "development proposal");
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation; AND

2. As qualified environmental professional(s), I/we hereby provide my/our professional opinion that:

- a)  if the development is implemented as proposed by the development proposal there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed, **OR**  
(Note: include local government flex letter, DFO Letter of Advice, or description of how DFO local variance protocol is being addressed)

- b)  if the streamside protection and enhancement areas identified in this Assessment Report are protected from the development proposed by the development proposal and the measures identified in this Assessment Report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed.

[NOTE: "qualified environmental professional" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if

(a) the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, acting under that association's code of ethics and subject to disciplinary action by that association,

(b) the individual's area of expertise is recognized in the assessment methods as one that is acceptable for the purpose of providing all or part of an assessment report in respect of that development proposal, and

(c) the individual is acting within that individual's area of expertise.]



1. Application

**Samuel S. Dabner, FULTON & COMPANY LLP,  
 Lawyers & Trade-mark Agents  
 Agent on behalf of City of Kamloops  
 300 - 350 Lansdowne Street  
 Kamloops BC V2C 1Y1  
 250-372-5542**

File: 2728-509/SSD/jmt

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP93009</b>	<b>LOT 1 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP93009</b>
<b>EPP93009</b>	<b>LOT 2 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP93009</b>
<b>EPP93009</b>	<b>LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP93009</b>
<b>EPP93009</b>	<b>LOT 4 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP93009</b>
<b>EPP93009</b>	<b>LOT 5 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP93009</b>

3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**CITY OF KAMLOOPS**

6. Transferee(s)

**CITY OF KAMLOOPS**  
 7 VICTORIA STREET WEST  
 KAMLOOPS BC V2C 1A2

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**CRYSTAL GELINEAU**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 7 Victoria St. W  
 Kamloops BC V2C 1A2

YYYY-MM-DD  
  
**2022-01-19**

**CITY OF KAMLOOPS**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Natalie Garbay,**  
**Corporate Officer**

250-828-3311  
 Expires: September 30, 2023  
 (as to both signatures)

\_\_\_\_\_  
**Print Name: Kenneth L. Christian,**  
**Mayor**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Samuel Stirling**  
**Dabner MFTR5B**

**Digitally signed by**  
**Samuel Stirling Dabner**  
**MFTR5B**  
**Date: 2022-01-31**  
**06:39:59 -08:00**

---

**TERMS OF INSTRUMENT – PART 2**

---

**STATUTORY RIGHT OF WAY**

WHEREAS:

- (a) The Transferor is the registered owner of an estate in fee simple of the lands and premises as shown in paragraph 2 of the Form C (hereinafter called the “Lands”);
  - (b) The Transferee has applied to the Transferor for permission to access, install and maintain a dike, earth dam, drainage ditch, drainage pipes, clean outs and other drainage works and any necessary appurtenances (hereinafter called the “Dike”) over, under, and through the surface of the Lands;
  - (c) The Transferor has agreed to grant the Transferee such rights in respect of the Dike as necessary for the operation and maintenance of the Dike;
  - (d) The Transferor recognizes that lands adjacent to waterways are subject to damage by erosion and/or damage by floodwaters and the Dike may or may not be adequate protection for such damage; and
  - (e) The Transferor has accepted the risk associated with the Lands and has agreed to indemnify and save harmless the Transferee from loss or damage.
1. FOR GOOD AND VALUABLE CONSIDERATION given by the Transferee to the Transferor (the receipt whereof by the Transferor is hereby acknowledged), and the covenants and agreements herein contained, the Transferor HEREBY GRANTS CONVEYS AND CONFIRMS unto the Transferee, its servants, agents, invitees heirs and assigns, a full, free and uninterrupted right licence, liberty, easement, privilege and permission to construct, lay down, operate, maintain, inspect, alter, remove replace, reconstruct and repair the Dike over, under and through that part of the Lands of the Transferor shown as SRW ‘A’ to SRW ‘E’, inclusive, outlined on a Statutory Plan of Right of Way prepared by Thomas Dunkley, BCLS, and completed the 9th day of

November, 2021 and registered in the Kamloops Land Title Office under plan number EPP93067 (hereinafter collectively called the “Right of Way Area”) together with the full, free and uninterrupted right of ingress and egress in connection therewith for the Transferee, its servants and agents, to use, enter, labour, pass and re-pass upon and in the Lands, with or without equipment, and to dig up such of the soil of the Right of Way Area as may be necessary.

2. The Transferor further grants to the Transferee the right to:
  - (a) make surveys, tests, inspections and examinations upon the Right of Way Area;
  - (b) clear the Right of Way Area and keep it clear of all or any part of any trees, buildings, obstructions or damaging or interfering growth now or hereafter on the Right of Way Area which might, in the opinion of the Transferee, interfere or endanger the installation repair, construction, erection, placement, operation, maintenance, removal, replacement, excavation for, or installation of the Dike or any part thereof; and
  - (c) generally do all acts necessary or incidental to the business of the Transferee in connection with the Dike.
  
3. The Transferee covenants and agrees with the Transferor that it will:
  - (a) construct, lay down, maintain and repair the Dike as may be reasonable and proper in the circumstances ;
  - (b) so often as its servants or agents shall enter upon the Right of Way Area to construct, reconstruct, maintain, inspect, renew, or repair the Dike forthwith restore the surface soil and surfacing materials of the Lands to, as nearly as possible, the same condition as it was prior to the entry for the aforesaid purpose or purposes;
  - (c) pay for all expenses incurred in the construction of the Dike and for any repairs, alterations, and maintenance thereto and in the performing of any of the covenants and agreements herein agreed to be performed by the Transferee; and

- (d) not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area or do or suffer to be done thereon anything in excess of the rights granted hereunder which may be or become a nuisance or annoyance to the Transferor.
4. The Transferor covenants and agrees with the Transferee that it will:
- (a) not plant any trees or shrubs or make, place, erect, or maintain any building, structure, foundation, pavement, excavation, pile of material, or obstruction upon the Right of Way Area which, in the opinion of the Transferee, might interfere with the safe and efficient operation of the Dike, or any part thereof, or might obstruct access to the Dike, or any part thereof by the Transferee;
  - (b) not do or knowingly permit to be done any act or thing which will interfere with or injure the construction or maintenance of the Dike;
  - (c) not, without the written consent of the Transferee, diminish or add to the ground cover of the Right of Way Area nor interfere with the structural integrity of the Dike; and
  - (d) except as provided in this agreement, not to use the Right of Way Area for purposes other than the Dike as more particularly described herein.
5. The parties agree that nothing herein obliges the Transferee to construct the Dike or exercise any other rights granted to it in accordance with this Right of Way in relation to the Dike, even if the Lands are threatened by erosion or floodwaters and, further, the presence of the Dike does not guarantee that the Lands will be safeguarded from damage by erosion or floodwaters.
6. To the extent permitted by law, the Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and the its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor may suffer or incur or be put to arising out of or in connection with any

breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by erosion or floodwaters (notwithstanding the presence of the Dike).

7. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the Right of Way hereby granted shall be perpetual.
8. Any and all chattels and fixtures installed by the Transferee on the Right of Way Area shall be and shall remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the Transferee.
9. There are no representations, warranties, guarantees, promises, agreements, covenants, or conditions on the part of either party other than those set forth in this agreement which may only be altered in a written amendment signed by both parties.
10. If any provision of this Agreement or any part thereof shall for any reason be held by a court of competent jurisdiction to be invalid or unenforceable in any respect, or be deemed to impose an impermissible positive covenant, then such invalid, unenforceable or impermissible provision or part shall be severable and severed from this Agreement and the other provisions of this Agreement shall remain in effect and be construed as if such invalid, unenforceable or impermissible provision or part had never been contained herein.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

END OF DOCUMENT

**STATUTORY RIGHT OF WAY PLAN OVER LOTS 1 TO 5 INCLUSIVE  
DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY  
LYTTON) DISTRICT PLAN EPP93009**

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT.  
BCGS 921.069



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 864 mm IN WIDTH BY 560 mm IN HEIGHT (0:50) WHEN PLOTTED AT A SCALE OF 1:250

**LEGEND:**

INTEGRATED SURVEY AREA No. 23 (MUNICIPALITY OF KAMLOOPS) NAD 83 (CSRS) 4.0.0.BC.1. UTM ZONE 10  
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 83H5997 AND 83H975.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOPT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 83H5997 AND 83H975.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9999738 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 83H5997 AND 83H975.

SYMBOLS	DESCRIPTION
FOUND	PLACED
●	CONTROL MONUMENT
○	STANDARD IRON POST
⊙	NON-STANDARD IRON POST
NF	DENOTES NOTHING FOUND
U	DENOTES UNREGISTERED
W	DENOTES WITNESS
EAA	DENOTES ESTIMATED ABSOLUTE ACCURACY

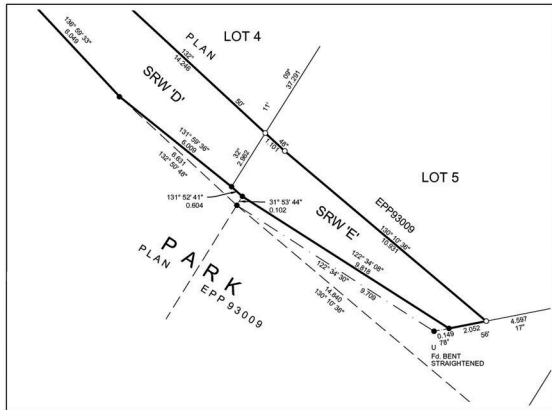
NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

SOME LINEWORK AND POSTS ARE EXAGGERATED FOR CLARITY.

THIS PLAN LIES WITHIN THE THOMPSON NICOLA REGIONAL DISTRICT.

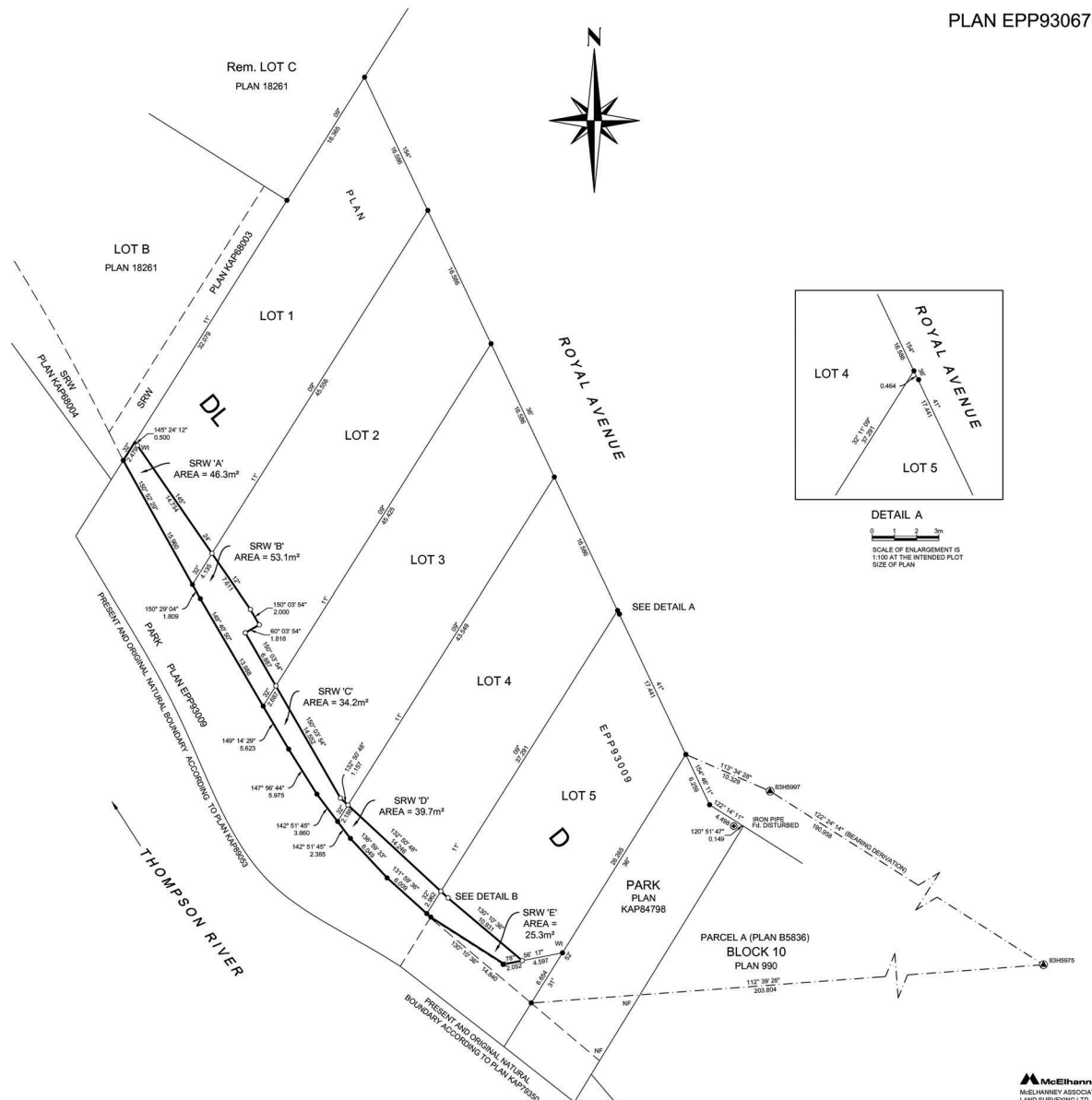
GEOREFERENCING POSITIONS			
DATUM: NAD83(CSRS) 4.0.0.BC.1. UTM ZONE 10			
POINT NAME	NORTHING	EASTING	EAA
83H5997	5618554.41	686008.94	0.05
83H5975	5618452.09	686220.16	0.05

BOOK OF REFERENCE		
STATUTORY RIGHT OF WAY	DESCRIPTION	AREA REQUIRED
SRW 'A'	LOT 1 DISTRICT LOT D GROUP 2 KDVD PLAN EPP93009	46.3m <sup>2</sup>
SRW 'B'	LOT 2 DISTRICT LOT D GROUP 2 KDVD PLAN EPP93009	53.1m <sup>2</sup>
SRW 'C'	LOT 3 DISTRICT LOT D GROUP 2 KDVD PLAN EPP93009	34.2m <sup>2</sup>
SRW 'D'	LOT 4 DISTRICT LOT D GROUP 2 KDVD PLAN EPP93009	39.7m <sup>2</sup>
SRW 'E'	LOT 5 DISTRICT LOT D GROUP 2 KDVD PLAN EPP93009	25.3m <sup>2</sup>
TOTAL		198.6m <sup>2</sup>

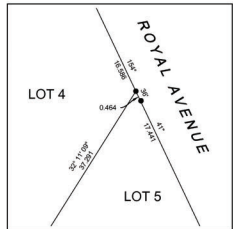


**DETAIL B**  
SCALE OF ENLARGEMENT IS 1:100 AT THE INTENDED PLOT SIZE OF PLAN

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 8TH DAY OF NOVEMBER, 2021.  
THOMAS P. DUNKLEY, BCLS 1902



**PLAN EPP93067**



**DETAIL A**  
SCALE OF ENLARGEMENT IS 1:100 AT THE INTENDED PLOT SIZE OF PLAN



1. Application

**Samuel Dabner, Lawyer, FULTON & COMPANY LLP,  
 Lawyers/Trade-Mark Agents  
 agent on behalf of City of Kamloops  
 #300 - 350 Lansdowne Street  
 Kamloops BC V2C 1Y1  
 250-372-5542**

2728-509/SSD/jmt

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP93009</b>	<b>LOT 1 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 2 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 4 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 5 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Pursuant to s. 219 of the Land Title Act</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**CITY OF KAMLOOPS**

6. Transferee(s)

**CITY OF KAMLOOPS**  
 7 VICTORIA STREET WEST  
 KAMLOOPS BC V2C 1A2

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**CRYSTAL GELINEAU**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 7 Victoria St. W  
 Kamloops BC V2C 1A2

YYYY-MM-DD  
  
**2022-01-19**

**CITY OF KAMLOOPS**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Natalie Garbay,**  
**Corporate Officer**

250-828-3311  
 Expires: September 30, 2023  
 (as to both signatures)

\_\_\_\_\_  
**Print Name: Kenneth L. Christian,**  
**Mayor**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Samuel Stirling**  
**Dabner MFTR5B**

**Digitally signed by**  
**Samuel Stirling Dabner**  
**MFTR5B**  
**Date: 2022-01-31**  
**06:38:50 -08:00**

---

**TERMS OF INSTRUMENT – PART 2**

---

**SECTION 219 COVENANT – RIPARIAN PROTECTION**

**WHEREAS:**

- A. The Transferor is the fee simple owner of the hereinbefore described lands and premises as shown in paragraph 2 of Form “C” (hereinafter called the "Land");
- B. Any development on the Land in the vicinity of the Thompson River is subject to the *Riparian Area Regulation*, B.C. Reg. 178/2019 ("RAR") of the *Riparian Areas Protection Act*, S.B.C. 1997, Chapter 21, and amendments thereto, with respect to the protection of fish habitat;
- C. In accordance with subsection 5 of the RAR, a local government must not allow a riparian development to proceed unless the local government receives a report relating to the riparian development, as prepared and certified by a Qualified Environmental Professional (“QEP”);
- D. Further to subsection 5 of the RAR, the City of Kamloops has obtained from Rick Howie, a QEP of Aspen Park Consulting, a Riparian Areas Regulation Assessment Report dated the 17<sup>th</sup> day of May, 2018, a copy of which report is attached as **Schedule “A”** to this covenant (the “Assessment Report”), in which Assessment Report it is certified that no harmful alteration, disruption or destruction of natural features, functions and conditions that support the life processes of protected fish in the riparian assessment area (“HADD”) will result from the Transferee’s development of the Land, including through the establishment of a streamside protection and enhancement area and the carrying out of measures identified in the Assessment Report, as may be applicable; and
- E. In order to proceed with development of the Land, the Transferor has consented to registration of a covenant against title of the Land in priority to any financial charges pursuant to Section 219 of the *Land Title Act*, Chapter 250, R.S.B.C. 1996, which

covenant is for the purpose of preventing any use of the Land unless certain conditions have been complied with and to ensure potential purchasers are made aware of certain environmental and riparian area requirements and the ongoing role the property owners must assume to protect their property investment;

**NOW THEREFORE WITNESSETH** that for and in consideration of the sum of Two (\$2.00) Dollars now paid by the Transferee to the Transferor and for other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the Transferor and all persons claiming under him agree to use the Land only in accordance with the following restrictions:

1. No portion of the Land shall be built upon or occupied unless, in conjunction with such building or occupancy, the Land is used only in the manner certified by the QEP in the Assessment Report as being necessary to prevent any HADD, including, without limitation, the carrying out of any measures identified in the Assessment Report.
2. Without limiting the generality of section 1 above, no building, mobile/manufactured home or unit, modular home, improvement or structure of any kind, shall be constructed, reconstructed, moved, extended or located within that part of the Land shown as Covenant 'A' to Covenant 'E', inclusive, outlined on a Reference Plan of Covenant prepared by Thomas Dunkley, BCLS, and completed the 9th day of November, 2021 and registered in the Kamloops Land Title Office under plan number EPP93068.
3. In the event of a discrepancy between the setback requirements in any Flood Plain covenant registered against title of the Land and this Riparian Protection covenant, the greater of such requirement(s) shall prevail.
4. The Transferor acknowledges that the Transferee does not represent to the Transferor or any other person that development of the Land will not cause HADD, and the Transferor covenants and agrees not to claim damages from the Transferee, its employees, servants or agents, or hold them responsible for damages caused as a result of development of the Land.
5. The Transferor does remise, release and forever discharge the Transferee and its officers, employees, servants or agents from all loss, damage, costs, actions, suits, debts,

accounts, claims and demands which the Transferor or its heirs, executors, administrators, successors and assigns may have against the Transferee and its officers, employees, servants or agents from or by reason of any damage suffered personally (including death) or arising out of or in connection with any development of the Land.

6. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby indemnifies and saves harmless the Transferee and its employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with:
  - (a) any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement; or
  - (b) any HADD, personal injury, death or loss or damage to the Land or any improvement on the Land, which is caused by development of the Land or any matter or thing addressed in the preceding paragraphs as the subject-matter of this restrictive covenant.
7. The Transferor shall register this Covenant as a charge on the Land in priority to all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.
8. The Transferor's covenants contained in this agreement shall burden and run with the Land and shall enure to the benefit of and be binding upon the Transferor, his or her heirs, executors, administrators, successors and assigns.
9. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee. Any waiver by the Transferee of any term, condition, covenant or other provision of this agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.

10. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor (including his or her heirs, executors, administrators, successors and assigns) or the Land under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.
11. The Transferor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Land or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word “dispose” shall have the meaning given to it under Section 29 of the *Interpretation Act*.
12. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
13. This agreement will be interpreted according to the laws of the Province of British Columbia. If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.
14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
15. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this agreement.
16. The parties agree that the Transferee is not responsible to inspect the Land or to otherwise ensure compliance with this agreement, nor is the Transferee required to

remedy a default of this agreement, and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

**SCHEDULE "A" – ASSESSMENT REPORT**

## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Riparian Areas Regulation: Assessment Report**

Please refer to submission instructions and assessment report guidelines when completing this report.

Date 2018-05-17

**I. Primary QEP Information**

First Name	Rick	Middle Name	
Last Name	Howie		
Designation	RP Bio	Company	Aspen Park Consulting
Registration #	357	Email	r.howie@shaw.ca
Address	4898 Spurraway Road		
City	Kamloops	Postal/Zip	V2H 1M6
Prov/state	BC	Country	Canada
		Phone #	250-578-7542

**II. Secondary QEP Information (use Form 2 for other QEPs)**

First Name		Middle Name	
Last Name			
Designation		Company	
Registration #		Email	
Address			
City		Postal/Zip	
Prov/state		Country	
		Phone #	

**III. Developer Information**

First Name	Dave	Middle Name	
Last Name	Freeman		
Company	City of Kamloops		
Phone #	250-828-3548	Email	dfreeman@kamloops.ca
Address	105 Seymour St.		
City	Kamloops	Postal/Zip	V2C2C6
Prov/state	BC	Country	Canada

**IV. Development Information**

Development Type	Subdivision - 6 or less single family lots		
Area of Development (ha)	.32	Riparian Length (m)	65
Lot Area (ha)	.32	Nature of Development	Re-development
Proposed Start Date	2018-06-01	Proposed End Date	2018-12-31

**V. Location of Proposed Development**

Street Address (or nearest town)	591 Royal Ave, Kamloops, BC V2B 3P8		
Local Government	City of Kamloops	City	Kamloops
Stream Name	Thompson River		
Legal Description (PID)	010-395-130	Region	Thompson, Region 3
Stream/River Type	river	DFO Area	BC Interior
Watershed Code	120		
Latitude	50	41	22
Longitude	120	21	55

Completion of Database Information includes the Form 2 for the Additional QEPs, if needed.  
Insert that form immediately after this page.

FORM 1  
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

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## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

## Section 1. Description of Fisheries Resources Values and Description of the Development proposal

### Nature of Development

The subject property is a vacant lot owned by the City of Kamloops. It once housed the Thrupp Manor seniors care facility which has been removed. The intention is to re-zone the property to single family residential and subdivide it into 5 lots (Figure 4.) Potential purchasers of the properties have not been identified and the details and timing of future developments on the new lots have not been finalized. The parent property abuts the Thompson River and has a flood protection dike constructed by the provincial government running along the entire river front. The dike is contained within a statutory right of way (SRW) within which property owners may not undertake action or development. The right of way and associated restrictions would remain in place within the new lots. The dike is built to the 20 year flood level and a fence demarcates the inland edge of the SRW and the developed portions of the lot. There is sufficient room within the SRW to build the dike up to the 200 year flood level if desired (D. Funk, D. Freeman, City of Kamloops, pers com).



Figure 1. General location of former Thrupp Manor in Kamloops, B.C.

### Fisheries Resource Values

The Thompson River is a well-documented fish-bearing system that hosts anadromous salmon and resident trout and non-salmonids. Rainbow Trout (*Oncorhynchus mykiss*), Bull Trout (*Salvelinus confluentus*), Chinook (*O. tshawytscha*), Coho (*O. kisutch*), Sockeye (*O. nerka*), Burbot (*Lota lota*) Lake Trout (*Salvelinus namaycush*) and numerous other non-salmonids such as Largescale Sucker (*Catostomus macrocheilus*), Mountain Whitefish (*Prosopium williamsoni*), Longnose Dace (*Rhinichthys cataractae*), Northern Pikeminnow (*Ptychocheilus oregonensis*), Sculpin (*Cottus sp.*) and Redside Shiner (*Richardsonius balteatus*) are present at varying times of the year. Many species are resident.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Next to the river, the dike consists of a rock face with limited soil cover and minor development of grass and weedy forbs. The crest of the dike is flat and varies from 3-4 metres in width. It is paved with asphalt as part of a recreational trail although there is a narrow strip of soil between the path and a chain link fence that runs the length of the property on the inland side of the dike crest. Inland of the fence, the dike slopes down to a flat area of the property and is completely covered with lawn grass. Within the lawn, a single, large ornamental Locust tree (*Gleditsia sp.*) stands 16m inland of the high water mark and a smaller ornamental tree is located about 14 metres inland. A single Black Cottonwood (*Populus trichocarpa*) is located near the dike in the southeast corner of the property. A line of taller ornamental shrubs is located along the western boundary of the property running perpendicular to the dike. There is no continuity of vegetation from the river side of the dike crest through to the inland slopes. Fisheries values on the dike are currently very limited. Along the river face of the dike, groins have been created to develop eddy zones to provide resting areas for fish. Dike maintenance guidelines will not result in the development of trees or shrubs for insect drop and being on the north side of the river, shade values are minimal. Attempts to grow shorter vegetation as part of the dike construction compensation package have been unsuccessful due to the lack of an adequate irrigation system and the hot, southern exposure. Riparian vegetation upstream and downstream of the property has been compromised by dike construction.

**Section 2. Results of Detailed Riparian Assessment**

Refer to Chapter 3 of Assessment Methodology

Date:

Stream	<input type="text" value="Y"/>
Wetland	<input type="text"/>
Lake	<input type="text"/>
Number of reaches	<input type="text"/>

Reach #

**Channel width and slope and Channel Type**

	Channel Width(m)	Gradient (%)	
starting point	320	<1%	I, <u>Rick Howie</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
upstream	311	<1%	
	280	<1%	
	280	<1%	
	278	<1%	
downstream	282	<1%	
	338	<1%	
	342	<1%	
	379	<1%	
	390	<1%	
	348	<1%	
Total: minus high /low	2880		
mean	320	<1%	
	R/P	C/P	
Channel Type	x		

**Site Potential Vegetation Type (SPVT)**

Yes    No



## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Comments**

The Thompson River flows southeast- northwest at the subject property which is located on the north bank. The ZOS for shade is 30 metres but measured due south and does not affect the inland SPEA width. The ZOS for LWD & channel stability and insect drop is 15m, therefore the larger of the zones will be used to define the SPEA. Figure 3-4 in the assessment manual for determining channel type is not adequate for channels that are wider than 30m in that it implies that the channel is a cascade-pool type which is not correct. For stability and insect drop, the situation is more akin to that of a large lake where the ZOS is 15m. This interpretation has been agreed to by FLNRO staff in the past. In addition, bank stability is ensured by the rip rapped dike.

Vegetation on the dike consists of sparse grasses and weedy perennials on the river slope which is largely rocks devoid of soil cover except for the upper surface which has a thin layer. The river slope is south facing and very arid conditions prevail with limited moisture retention capacity. The top surface of the dike is paved for a community walking trail. This situation has persisted since the dike was constructed and seems to be a permanent condition. Dike maintenance standards will not result in trees or woody vegetation being maintained even if it were possible to attain successful growth.

Vegetation on the landward side of the dike crest is lawn grass and is disconnected from the river. The trees do not provide shade. There appears to be no value in extending the SPEA inland beyond the crest of the dike which is currently at the 1:20 yr flood level and may only become higher as future flood protection works are developed. Section 3.6.6 of the detailed methodology indicates that where vegetation inland of the dike crest has limited fishery values and is not contributing to the watercourse, the SPEA may be terminated at the inland crest of the dike. Discussions with P. Belliveau (FLNRO) in 2009 for an earlier draft of this report, followed by an e-mail from him suggest that an extended SPEA would not be required. As an RP Bio, I agree with this opinion. However, assessment of this 2018 report indicated that FLNRO staff do not support this section of the methodology and insist that a full 15m SPEA is required. The City of Kamloops has agreed to submit this RAR report with a SPEA to the full 15m limit which extends it beyond the inland crest of the dike as shown in Figure 4.

**Section 3. Site Plan**

**Site Plan**

Figure 2 illustrates the property boundaries which include the dike out to the high water mark. Figure 3 illustrates the 30m assessment boundary and the typical 15 metre zones of sensitivity for large woody debris and insect drop. Both of these processes are confounded by the presence of the dike and do not function as per normal. Figure 4 shows the statutory right of way for the dike and the recommended SPEA.

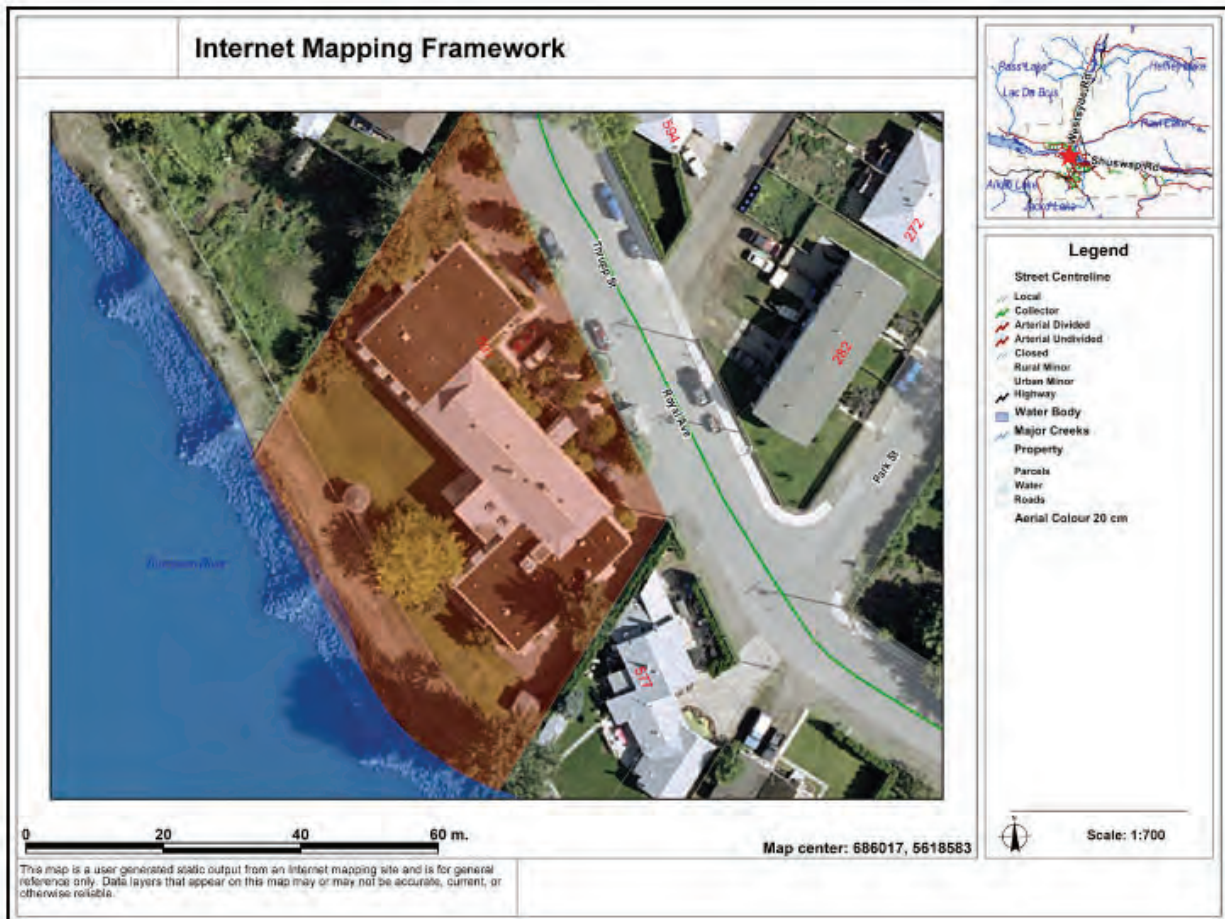


Figure 2. Subject Property at Kamloops, B.C. The building shown in this photo is no longer existing.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

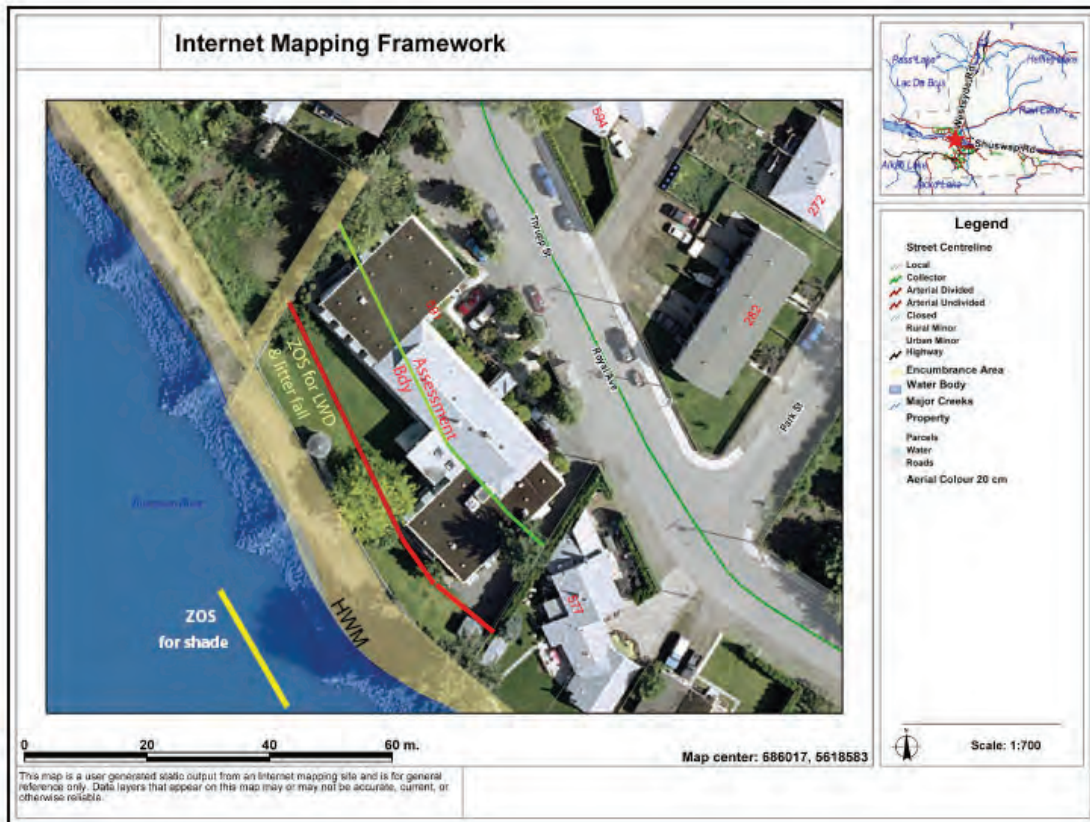


Figure 3. Assessment and zone of sensitivity boundaries.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Figure 4. Subject property showing 15 m SPEA & statutory right of way for dike.

## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Section 4. Measures to Protect and Maintain the SPEA**

1. Danger Trees	The proposed SPEA does not contain any danger trees and is in fact, devoid of trees. The 2 trees located inland of the SPEA appear healthy and show no signs of decay. The single cottonwood inland of the SPEA may pose safety risks to users of the walking trail in the future but in all cases, a certified arborist will be called upon to assess the risks and undertake the appropriate actions while attempting to maintain all values to the SPEA.
<p>I, <u>Rick Howie</u> hereby certify that:</p> <p>e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>f) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
2. Windthrow	There are no trees located in the SPEA. The few trees inland of the SPEA have shown no tendency to be infirm but even if they were to blow down, there would be no damage to the SPEA which is devoid of vegetation. There is no ZOS for shade so the loss of these trees would not change those values.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
3. Slope Stability	The proposed SPEA consists of a constructed dike which has been built and maintained to provincial standards. The inland side of the dike slopes inland and down so that there is no risk of an unstable slope slipping towards the river and damaging the SPEA.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
4. Protection of Trees	There are no trees within the SPEA itself. The existing trees on private land in the “no build” zone will be maintained unless safety issues require limbing or removal.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
5. Encroachment	The proposed SPEA boundary is already fenced with a 1.7 metre high chain link fence that separates it from the property on the inland side. The dike surface is paved and

## FORM 1

## Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

	used as a public walking trail maintained by the City of Kamloops. The SPEA is not used for the disposal of lawn or garden wastes and will not be used for this in the future. The statutory right of way limits use by the land owners and is maintained by city staff. A “no construction” setback will be applied to an area 6 metres inland of the SPEA boundary as part of redevelopment DP conditions.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
6. Sediment and Erosion Control	There is no land that slopes towards the dike. During any future redevelopment, all drainage will slope away from the SPEA. Should the property be filled as part of floodproofing, silt fencing will be installed during development to ensure that no sediment can reach the SPEA or the river.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
7. Stormwater Management	Stormwater from the site building is routinely channelled to the city streets and collector system or to ground. This will occur during redevelopment as well. Future development will not change existing rainfall capture patterns in the SPEA or drainage towards the SPEA which is non-existent.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
8. Floodplain Concerns (highly mobile channel)	The existing dike is constructed to the 1:20 year flood level for the Thompson River. Any future dike improvements could raise the level to the 1:200 year level. There is no horizontal setback for flood protection required by the City of Kamloops, but all new, habitable development within the 200 year floodplain must meet vertical flood protection requirements. Future development will meet elevational requirements but as with much of North Kamloops, will occur within the 200 year flood limits. The dike currently prevents the channel from moving or flooding beyond its boundaries to the 1:20 year level.
<p>I, <u>Rick Howie</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>City of Kamloops</u> ;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment</p>	

## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation

**Section 5. Environmental Monitoring**

It is expected that any future redevelopment will occur well outside of the SPEA. A QEP will hold a pre-construction meeting on site to explain the need to avoid encroachment into the SPEA and to discuss issues such as control of debris, liquid wastes or any other effects of construction that could influence the SPEA. The need to erect any control facilities, silt fencing and so forth will be discussed at that time. The SPEA will be marked in the field using snow fencing or similar material.

Depending upon the length of the project, and assuming that construction BMPs will be followed, there will be a visit within 2 weeks of the project commencement to confirm compliance, followed by a post-construction visit. Should any problems be noted at the early compliance visit, follow up visits will be scheduled.

A post-development report is required by the Riparian Area Regulation and will be submitted following completion of the project. It is the responsibility of the developer to have this report completed. The report will be prepared by a QEP.

## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Section 6. Photos**

These photos were taken by R. Howie in 2009 prior to removal of the buildings.



Photo 1. Southeast corner of subject property inside dike fence.



Photo 2. View from southeast corner of property showing 2 trees and typical understory with limited fish values.

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Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Photo 3. Typical landscaping at rear of subject property inside dike fence.



Photo 4. River face of dike behind property showing HWM near top of bare rocks.



Photo 5. Paved dike crest behind subject property with limited vegetation and low potential for additional.

## FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Section 7. Professional Opinion****Assessment Report Professional Opinion on the Development Proposal's riparian area.**Date 1. I Rick Howie

hereby certify that:

- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b) I am qualified to carry out the assessment of the proposal made by the developer City of Kamloops, which proposal is described in section 1 of this Assessment Report (the "development proposal");
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation; AND

2. As qualified environmental professional(s), I/we hereby provide my/our professional opinion that:

- a)  if the development is implemented as proposed by the development proposal there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed, **OR**  
(Note: include local government flex letter, DFO Letter of Advice, or description of how DFO local variance protocol is being addressed)
- b)  if the streamside protection and enhancement areas identified in this Assessment Report are protected from the development proposed by the development proposal and the measures identified in this Assessment Report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed.

**[NOTE:** "qualified environmental professional" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if

(a) the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, acting under that association's code of ethics and subject to disciplinary action by that association,

(b) the individual's area of expertise is recognized in the assessment methods as one that is acceptable for the purpose of providing all or part of an assessment report in respect of that development proposal, and

(c) the individual is acting within that individual's area of expertise.]

REFERENCE PLAN OF PARTS OF LOTS 1 TO 5 INCLUSIVE DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP93009

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT.  
FOR COVENANT PURPOSES

BCGS 921.069



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.  
THE INTENDED PLOT SIZE OF THIS PLAN IS 94 m IN WIDTH BY 200 m IN HEIGHT (AS SHOWN WHEN PLOTTED AT A SCALE OF 1:250)

LEGEND:

INTEGRATED SURVEY AREA No. 23 (MUNICIPALITY OF KAMLOOPS) NAD 83 (CSRS) 4.0.0.BC.1. UTM ZONE 10

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 83H5997 AND 83H5975.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MAGNET PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 83H5997 AND 83H5975.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF 0.99973 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 83H5997 AND 83H5975.

SYMBOLS DESCRIPTION

- FOUND PLACED
- CONTROL MONUMENT
- STANDARD IRON POST
- ⊕ NON-STANDARD IRON POST
- ⊙ DENOTES NOTHING FOUND
- W DENOTES WITNESS
- U DENOTES UNREGISTERED
- EAA DENOTES ESTIMATED ABSOLUTE ACCURACY

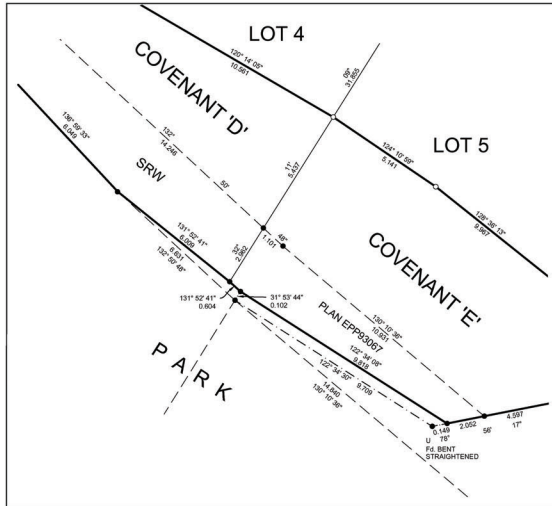
BOOK OF REFERENCE		
COVENANT	DESCRIPTION	AREA REQUIRED
COVENANT 'A'	LOT 1 DISTRICT LOT D GROUP 2 KDYD PLAN EPP93009	99.9m <sup>2</sup>
COVENANT 'B'	LOT 2 DISTRICT LOT D GROUP 2 KDYD PLAN EPP93009	102.7m <sup>2</sup>
COVENANT 'C'	LOT 3 DISTRICT LOT D GROUP 2 KDYD PLAN EPP93009	82.6m <sup>2</sup>
COVENANT 'D'	LOT 4 DISTRICT LOT D GROUP 2 KDYD PLAN EPP93009	94.7m <sup>2</sup>
COVENANT 'E'	LOT 5 DISTRICT LOT D GROUP 2 KDYD PLAN EPP93009	111.2m <sup>2</sup>
TOTAL		491.1m <sup>2</sup>

GEOREFERENCING POSITIONS			
DATUM: NAD83(CSRS) 4.0.0.BC.1. UTM ZONE 10			
POINT NAME	NORTHING	EASTING	EAA
83H5997	5618554.41	686058.94	0.05
83H5975	5618452.09	686220.16	0.05

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS)

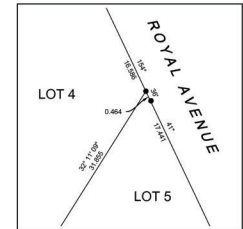
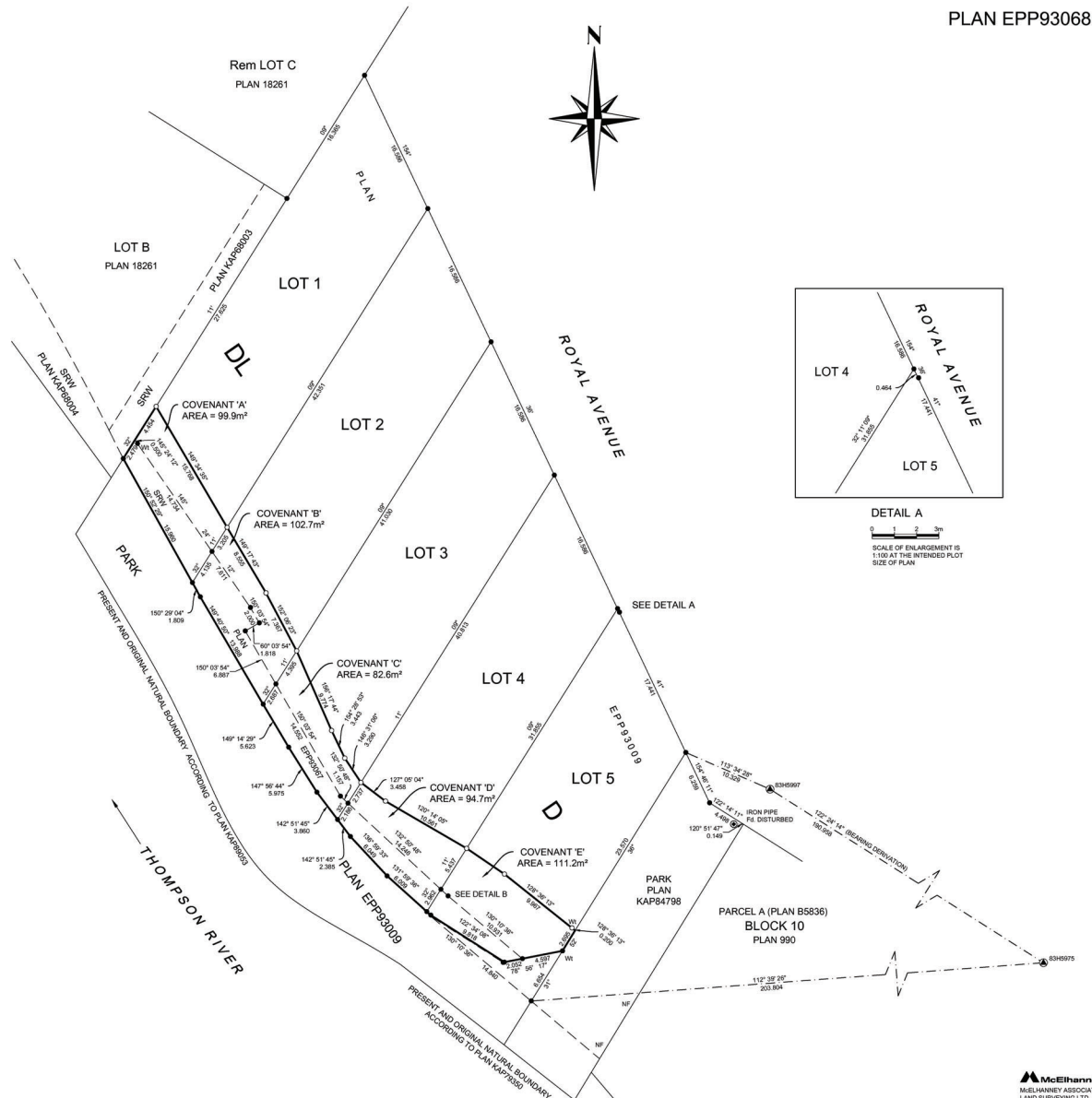
SOME LINEWORK AND POSTS ARE EXAGGERATED FOR CLARITY.

THIS PLAN LIES WITHIN THE THOMPSON-NICOLA REGIONAL DISTRICT.



DETAIL B  
SCALE OF ENLARGEMENT IS 1:100 AT THE INTENDED PLOT SIZE OF PLAN

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 8th DAY OF NOVEMBER, 2021. THOMAS P. DUNKLEY, BCLS 1002



DETAIL A  
SCALE OF ENLARGEMENT IS 1:100 AT THE INTENDED PLOT SIZE OF PLAN



1. Application

**Samuel Dabner, Lawyer, FULTON & COMPANY LLP,  
 Lawyers/Trade-Mark Agents  
 agent on behalf of City of Kamloops  
 #300 - 350 Lansdowne Street  
 Kamloops BC V2C 1Y1  
 250-372-5542**

2728-509/SSD/jmt

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP93009</b>	<b>LOT 1 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 2 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 4 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 5 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Pursuant to s. 219 of the Land Title Act</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**CITY OF KAMLOOPS**

6. Transferee(s)

**CITY OF KAMLOOPS**  
 7 VICTORIA STREET WEST  
 KAMLOOPS BC V2C 1A2

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**CRYSTAL GELINEAU**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 7 Victoria St. W  
 Kamloops BC V2C 1A2

YYYY-MM-DD  
  
**2022-01-19**

**CITY OF KAMLOOPS**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Natalie Garbay,**  
**Corporate Officer**

250-828-3311  
 Expires: September 30, 2023  
 (as to both signatures)

\_\_\_\_\_  
**Print Name: Kenneth L. Christian,**  
**Mayor**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Samuel Stirling**  
**Dabner MFTR5B**

**Digitally signed by**  
**Samuel Stirling Dabner**  
**MFTR5B**  
**Date: 2022-01-31**  
**06:38:12 -08:00**

---

**TERMS OF INSTRUMENT – PART 2**

---

**SECTION 219 COVENANT - FLOOD PLAIN**

WHEREAS:

- A. The Transferor is the registered owner of the land and premises situate in the City of Kamloops as shown in paragraph 2 of the Form C (hereinafter called the “Land”); and
- B. The consent of the Approving Officer for the City of Kamloops is first required with respect to the Transferor’s proposed subdivision of the Land and, as a condition of such consent, a Covenant is required to be charged against the Land in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, which Covenant is for the purpose of preventing any use of the Land unless certain conditions have been complied with and to ensure potential purchasers are made aware of the potential flood issues and the ongoing role the property owners must assume to protect their property investment.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada and other good and valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, the Transferor does hereby covenant and agree with the Transferee, in accordance with section 219 of the *Land Title Act*, as follows:

- 1. The Transferor is aware of and, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Land.
- 2. No building, mobile/manufactured home or unit, modular home or structure of any kind shall be constructed, reconstructed, moved, extended or located within fifteen (15) meters of the natural boundary of the Thompson River.

3. No area used for habitation, business or storage of goods damageable by floodwater shall be located within any building, mobile/manufactured home or unit, modular home, improvement or other structure of any kind at an elevation such that the underside of the floor system is elevation 346.6 metres Geodetic Survey of Canada datum, and in all cases, the following restrictions and requirements shall apply:
  - a. in the case of a mobile/manufactured home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above described elevation; and
  - b. no area below the required elevation shall exceed 1.8 meters in height or be used for the installation of plumbing or heating and ventilating systems or apparatus or equipment susceptible to damage by floodwater.
4. The Transferor acknowledges that the Transferee does not represent to the Transferor or to any other person that any building, mobile/manufactured home or unit, modular home, improvement or other structure of any kind which is constructed, reconstructed, moved, extended or located in accordance with this Covenant will not be damaged by flooding or erosion, and the Transferor covenants and agrees not to claim damages from the Transferee, its employees, servants or agents, or hold them responsible for damages caused by any flooding or erosion to the Land or to any building, mobile/manufactured home or unit, modular home, improvement or other structure which is constructed, reconstructed, moved, extended or located on the Land.
5. The Transferor does remise, release and forever discharge the Transferee and its officers, employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or its heirs, executors, administrators, successors and assigns may have against the Transferee and its officers, employees, servants or agents arising out of or in connection with any personal injury (including death) or any loss or damage to the Land, any improvement on the Land or its contents, or any chattel on the Land caused by flooding, erosion or other similar cause.
6. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby indemnifies and saves harmless the Transferee and

its employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury (including death) or any loss or damage to the Land, any improvement on the Land or its contents, or any chattel on the Land caused by flooding, erosion or other similar cause or by any matter or thing addressed in the preceding paragraphs as the subject-matter of this restrictive covenant.

7. The Transferor shall register this Covenant as a charge on the Land in priority to all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.
8. The Transferor's covenants contained in this agreement shall burden and run with the Land and shall enure to the benefit of and be binding upon the Transferor, his or her heirs, executors, administrators, successors and assigns and the Transferee and its assigns.
9. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee. Any waiver by the Transferee of any term, condition, covenant or other provision of this agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.
10. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including his or her heirs, executors, administrators, successors and assigns, or the Land under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and

effectively exercised by the Transferee as if this agreement had not been made by the parties.

11. The Transferor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Land or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word “dispose” shall have the meaning given to it under Section 29 of the *Interpretation Act*.
12. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
13. This agreement will be interpreted according to the laws of the Province of British Columbia. If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.
14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
15. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this agreement.

16. The parties agree that the Transferee is not responsible to inspect the Land or to otherwise ensure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

**END OF DOCUMENT**



1. Application

**Samuel Dabner, Lawyer, FULTON & COMPANY LLP,  
 Lawyers/Trade-Mark Agents  
 agent on behalf of City of Kamloops  
 #300 - 350 Lansdowne Street  
 Kamloops BC V2C 1Y1  
 250-372-5542**

2728-509/SSD/jmt

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP93009</b>	<b>LOT 1 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
<b>EPP93009</b>	<b>LOT 2 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>
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<b>EPP93009</b>	<b>LOT 5 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Pursuant to s. 219 of the Land Title Act</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**CITY OF KAMLOOPS**

6. Transferee(s)

**CITY OF KAMLOOPS**  
 7 VICTORIA STREET WEST  
 KAMLOOPS BC V2C 1A2

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_  
**CRYSTAL GELINEAU**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 7 Victoria Street W  
 Kamloops BC V2C 1A2

YYYY-MM-DD  
  
**2022-01-19**

**CITY OF KAMLOOPS**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Natalie Garbay,**  
**Corporate Officer**

250-828-3311  
 Expires: September 30, 2023  
 (as to both signatures)

\_\_\_\_\_  
**Print Name: Kenneth L. Christian,**  
**Mayor**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Samuel Stirling**  
**Dabner MFTR5B**

**Digitally signed by**  
**Samuel Stirling Dabner**  
**MFTR5B**  
**Date: 2022-01-31**  
**06:37:46 -08:00**

---

**TERMS OF INSTRUMENT – PART 2**

---

**SECTION 219 COVENANT – DRIVEWAY ACCESS AND GRADING/DRAINAGE**

**WHEREAS:**

- A. The Transferor is the fee simple owner of lands situate in the City of Kamloops, in the Province of British Columbia, more particularly known and described as:

Firstly:

Lot 1 District Lot D Group 2 Kamloops Division Yale (formerly Lytton) District Plan EPP93009;

Secondly:

Lot 2 District Lot D Group 2 Kamloops Division Yale (formerly Lytton) District Plan EPP93009;

Thirdly:

Lot 3 District Lot D Group 2 Kamloops Division Yale (formerly Lytton) District Plan EPP93009;

Fourthly:

Lot 4 District Lot D Group 2 Kamloops Division Yale (formerly Lytton) District Plan EPP93009; and

Fifthly:

Lot 5 District Lot D Group 2 Kamloops Division Yale (formerly Lytton) District Plan EPP93009;

(referred to herein as the “Lots” and individually by the lot numbers: “Lot 1”, “Lot 2”, “Lot 3”, “Lot 4” and “Lot 5”);

- B. Access and grading/drainage are important aspects of use and development of the Lots;
- C. Driveway access to Lot 1 must only be located along the frontage of Lot 1 on Royal Avenue at certain specified locations;
- D. The Transferee has received a grading plan in respect of the Lots (Drawing Number 102, Rev. 2, Project 2431-107-75-) prepared by McElhanney Associates Land Surveying Ltd.

dated November 12, 2021, a copy of which is attached hereto as Schedule "A" (the "Grading Plan").

- E. The consent of the Approving Officer for the City of Kamloops is first required with respect to the Transferor's proposed subdivision and, as a condition of such consent, a Covenant is required to be charged against the Lots in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, which covenant is for the purpose of preventing any use of the Lots unless certain restrictions and conditions have been complied with and to ensure potential purchasers are made aware of the ongoing role that property owners must assume.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt of which is hereby acknowledged) and for other good and valuable consideration, the Transferor and all persons claiming under him agree to the following restrictions:

**Driveway Access – Lot 1**

1. No portion of Lot 1 shall be used, occupied or built upon unless and until the Transferor (in respect of Lot 1) has obtained approval from the Transferee of the location for the driveway on Lot 1, which driveway must only be located within that part of Lot 1 that is lying southeast of a straight line and productions thereof; said line lying parallel to and eleven (11) meters perpendicularly distant in a north westerly direction from the most south easterly boundary of Lot 1.

**Site Grading / Drainage – All Lots**

2. No portion of Lot 1, Lot 2, Lot 3, Lot 4 or Lot 5 shall be used, occupied or built upon unless and until the Transferor (in respect of each Lot) has obtained approval from the Transferee of a lot grading and drainage plan. Upon approval of a lot grading and drainage plan for a Lot, the Lot shall only be used, occupied and built upon in compliance with the approved lot grading and drainage plan. In general, the Transferee's approval shall be contingent on, but not limited to, the lot grading and drainage plan complying with the Grading Plan.

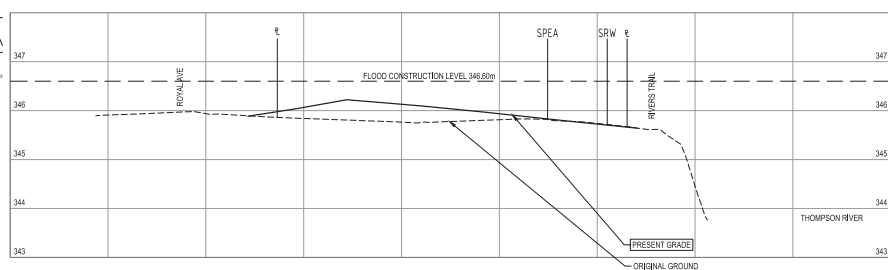
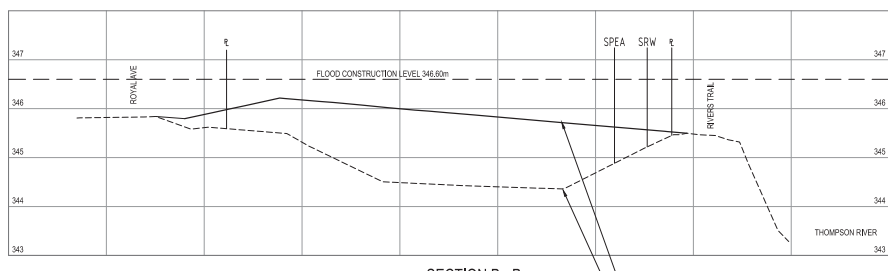
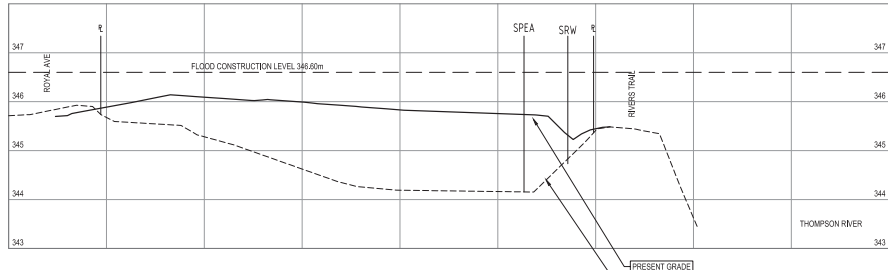
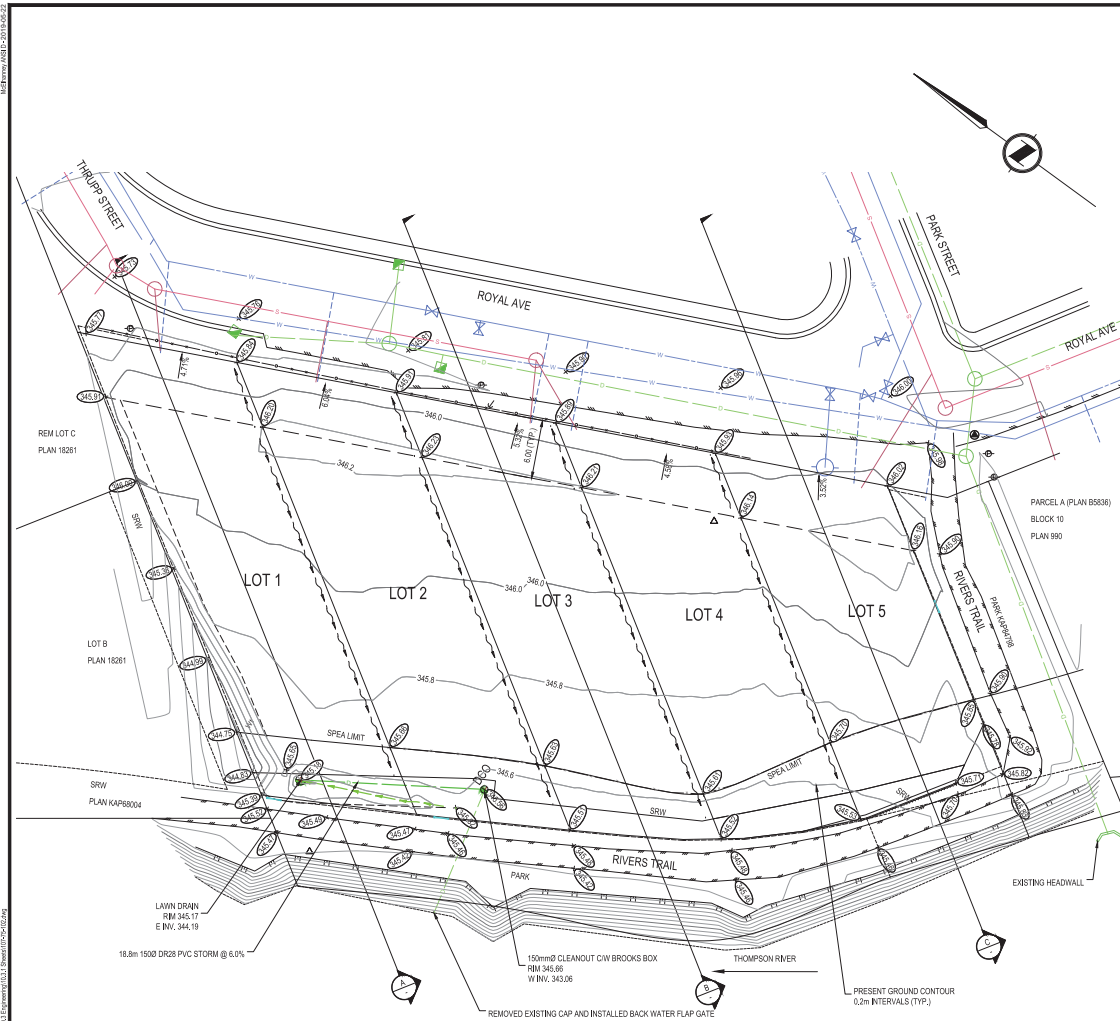
**General**

3. The Transferor does remise, release and forever discharge the Transferee and its officers, employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or its heirs, executors, administrators, successors and assigns may have against the Transferee and its officers, employees, servants or agents from or by reason of any damage suffered personally (including death) or arising out of or in connection with any access or grading/drainage restriction or requirement or any other matter or thing addressed in the preceding paragraphs as the subject-matter of this restrictive covenant.
  
4. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby indemnifies and saves harmless the Transferee and its employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with:
  - (a) any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement; or
  
  - (b) any personal injury, death or loss or damage to the Lots or any improvement on the Lots, which arises out of or is in connection with any access or grading/drainage restriction or requirement or any other matter or thing addressed in the preceding paragraphs as the subject-matter of this restrictive covenant.
  
5. The Transferor shall register this Covenant as a charge on the Lots in priority to all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.
  
6. The Transferor's covenants contained in this agreement shall burden and run with the Lots and shall enure to the benefit of and be binding upon the Transferor, his or her heirs, executors, administrators, successors and assigns.

7. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee. Any waiver by the Transferee of any term, condition, covenant or other provision of this agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.
8. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor (including his or her heirs, executors, administrators, successors and assigns) or the Lots under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.
9. The Transferor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Lots or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the *Interpretation Act*.
10. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
11. This agreement will be interpreted according to the laws of the Province of British Columbia. If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.

12. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
13. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this agreement.
14. The parties agree that the Transferee is not responsible to inspect the Lots or to otherwise ensure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement, and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

# SCHEDULE "A" - GRADING PLAN



**LEGEND**

FUTURE DRAINAGE PATH	
EXISTING ROAD EDGE	
PRESENT GROUND ELEVATION	
FINISHED GROUND SLOPE	

- NOTES**
- 1) PROFILES ARE EXAGGERATED FIVE TIMES VERTICALLY FOR CLARITY.
  - 2) CONTOURS SHOW AT 0.2m INTERVAL.
  - 3) CADASTRE IS BASED OFF OF McELHANNY DRAWINGS 5001-05-03, 5001-05-04, 5001-05-05.
  - 4) ALL EARTHWORK INCLUDING PLACEMENT OF ENGINEERED FILL WAS UNDER THE DIRECTION OF A GEOTECHNICAL ENGINEER.

5) FUTURE LOT GRADING AND BUILDING ELEVATIONS TO BE DETERMINED AT BUILDING PERMIT STAGE AND IS THE RESPONSIBILITY OF THE FUTURE HOME BUILDER.

AS BUILT INFORMATION PROVIDED BY EXTREME CONTRACTING SEPTEMBER 20, 2021.

THE SEAL AND SIGNATURE OF THE UNDERSIGNED ON THIS DRAWING CERTIFIES THAT THE DESIGN INFORMATION CONTAINED IN THESE DRAWINGS ACCURATELY REFLECTS THE ORIGINAL DESIGN AND THE MATERIAL DESIGN CHANGES MADE DURING CONSTRUCTION THAT WERE BROUGHT TO THE UNDERSIGNED'S ATTENTION. THESE DRAWINGS ARE INTENDED TO INCORPORATE ADDENDA, CHANGE ORDERS AND OTHER MATERIAL DESIGN CHANGES, BUT NOT NECESSARILY ALL SITE INSTRUCTIONS.

THE UNDERSIGNED DOES NOT WARRANT OR GUARANTEE, NOR ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS CONSTRUCTED INFORMATION SUPPLIED BY OTHERS CONTAINED IN THESE DRAWINGS, BUT DOES, BY SEALING AND SIGNING, CERTIFY THAT THE AS CONSTRUCTED INFORMATION IS ACCURATE AND COMPLETE, PROVIDES AN AS CONSTRUCTED SYSTEM WHICH SUBSTANTIALLY COMPLIES IN ALL MATERIAL RESPECTS WITH THE ORIGINAL DESIGN INTENT.

Rev	Date	Description	Drawn (Design)	App'd
4	2021-01-17	NORTH ARROW CORRECTED	JM	DL
3	2021-12-22	REVISED PER CITY COMMENTS	JM	DL
2	2021-11-12	CONSTRUCTION RECORD	JM	DL
1	2021-06-03	REISSUED FOR CONSTRUCTION	CH	DL
0	2021-04-22	ISSUED FOR CONSTRUCTION	CH	DL

THIS DRAWING AND CONSTRUCTION INFORMATION IS THE PROPERTY OF McELHANNY AND SHALL NOT BE USED, REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF McELHANNY. ANY UNAUTHORIZED USE OF THIS DRAWING OR CONSTRUCTION INFORMATION IS PROHIBITED. THE USER OF THIS DRAWING OR CONSTRUCTION INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING OR CONSTRUCTION INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING OR CONSTRUCTION INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

0 1:250 10

**McElhanny**

710 Level District  
Kamloops BC  
Canada V2C 3P3  
1 250 374 2200

**PERMIT TO PRACTICE**  
PLANNING & DESIGN  
2022-01-14

Approved Sealed

**CITY OF KAMLOOPS**  
105 SEYMOUR STREET, KAMLOOPS, B.C. V2C 2C6

**ROYAL AVE GRADING PLAN**

Project Number  
2431-107-75

Rev.  
4

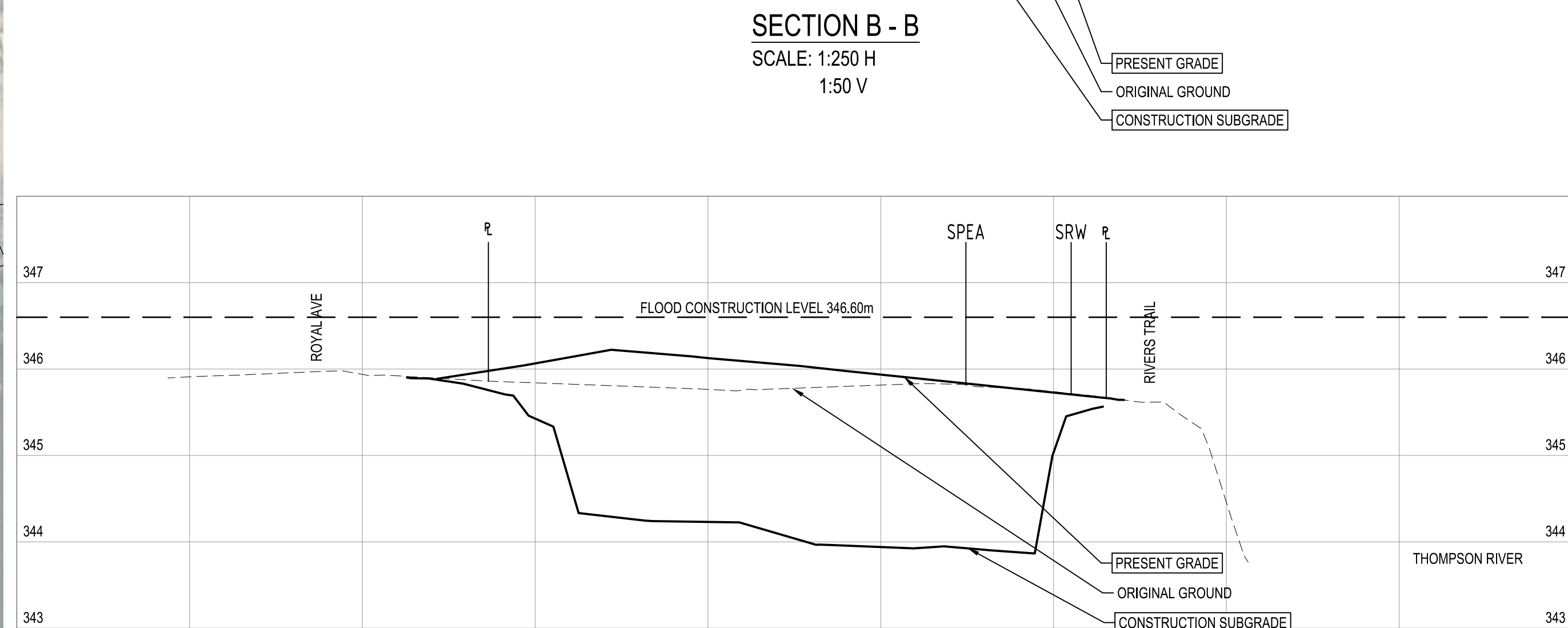
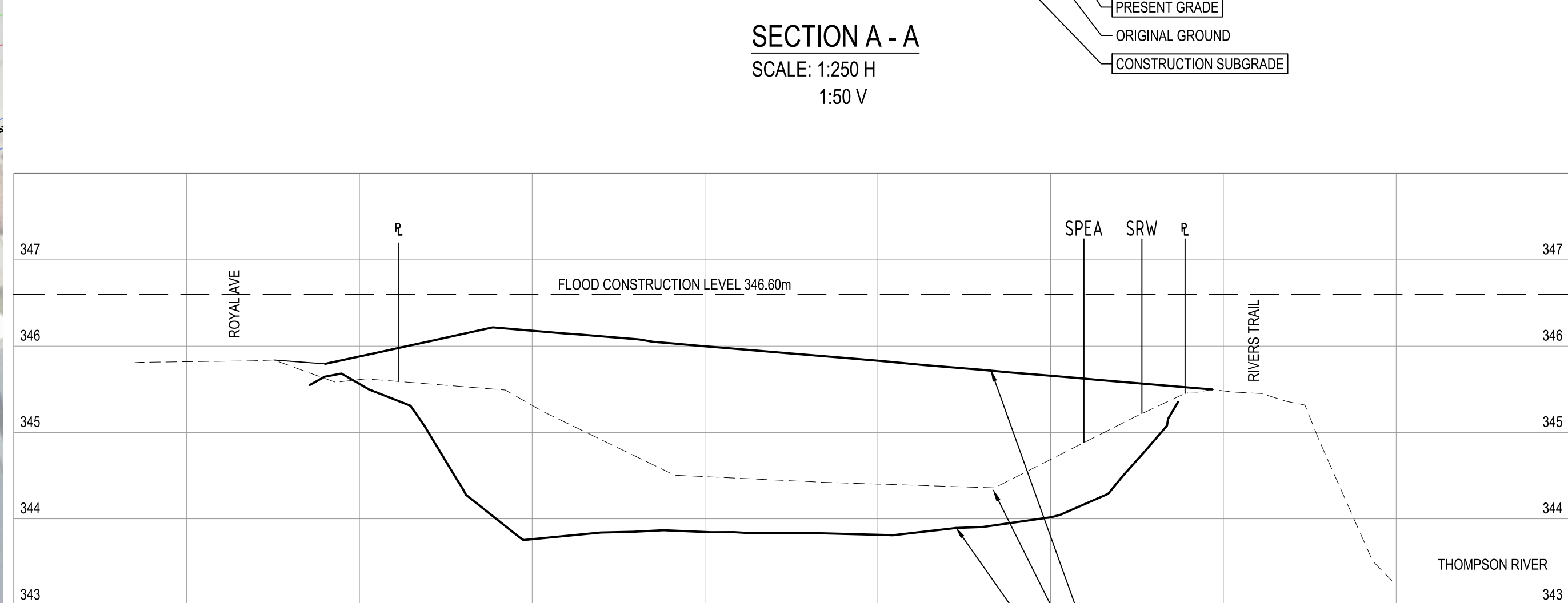
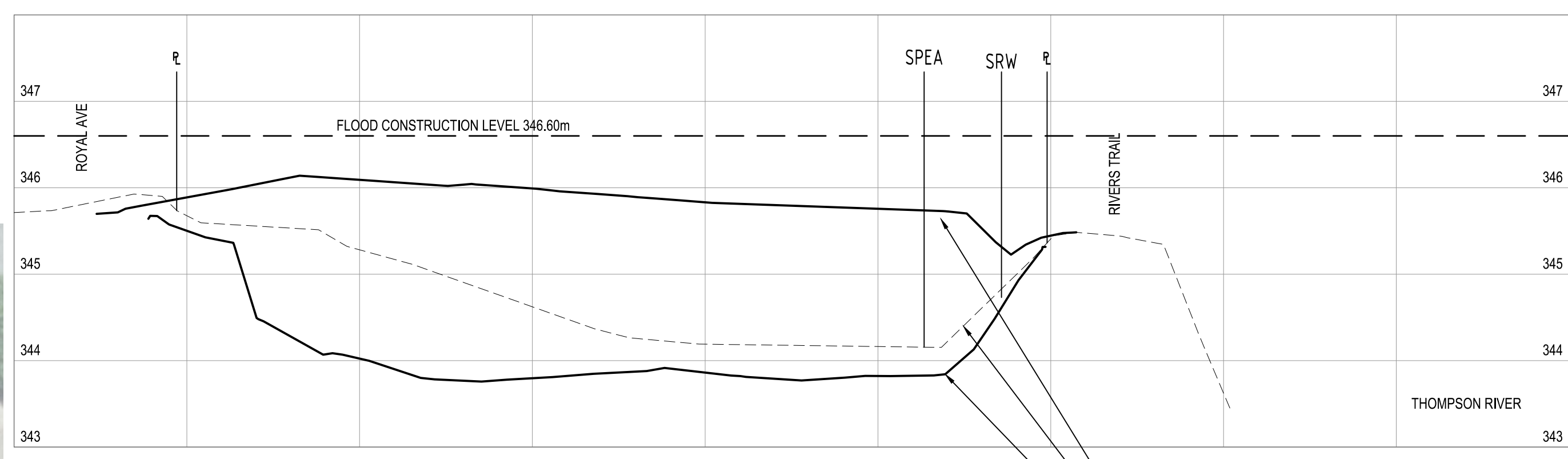
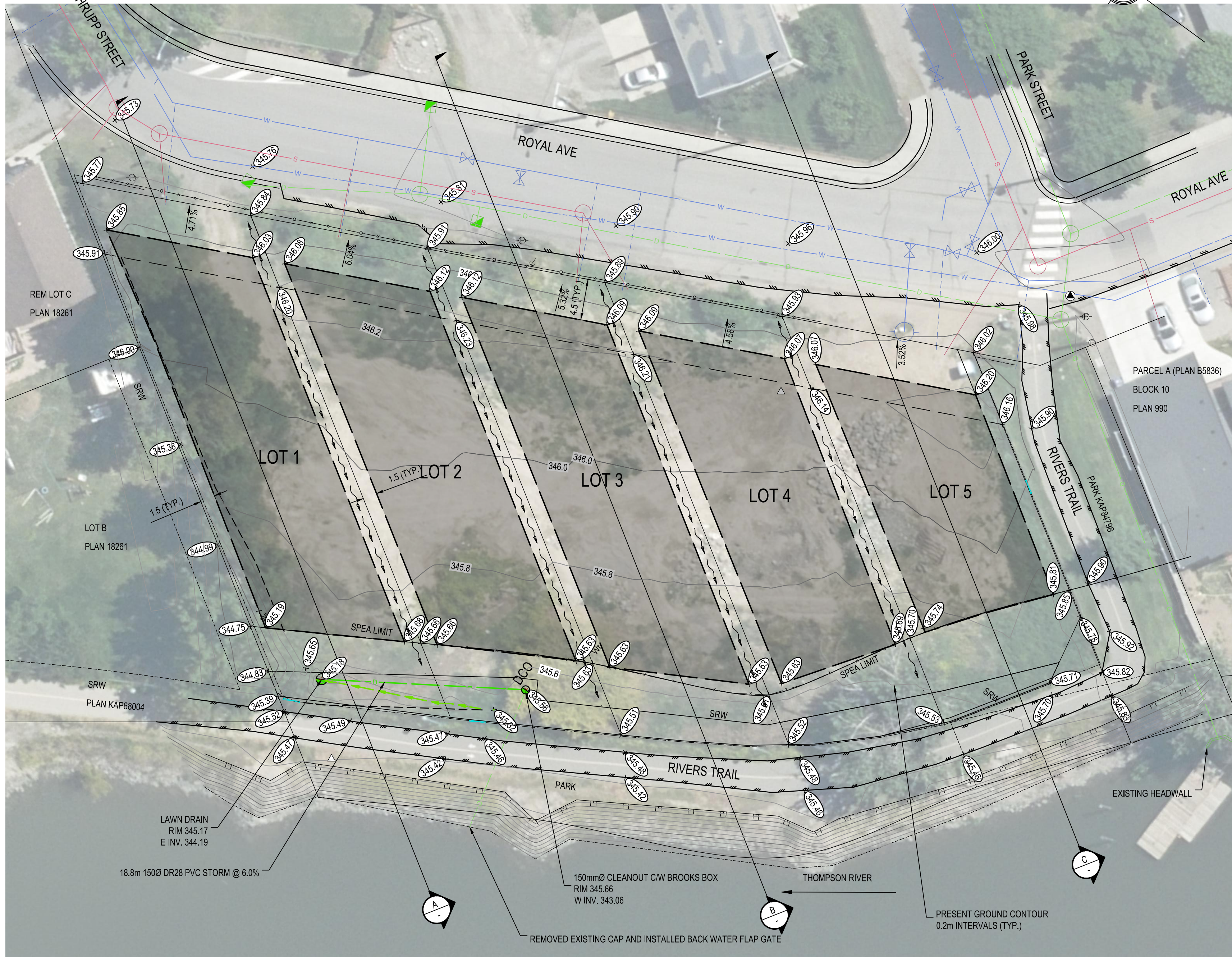
Drawing No.  
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Project Number  
2431-107-75

Rev.  
4



McElhanney ANS1 D-2016-05-22  
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 McElhanney Engineering (07 - City of Kamloops) 55-Royal Ave\100-DRAWINGS\03-Engineering\03.3-Structural\07-55-SK02.dwg



**LEGEND**

FUTURE DRAINAGE PATH	
EXISTING ROAD EDGE	
PRESENT GROUND ELEVATION	
FINISHED GROUND SLOPE	

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DATE	REV	DESCRIPTION	BY	CHK	APP
2022-06-16	0	ISSUED FOR DEVELOPMENT INFORMATION	JM	DL	DL

THIS DRAWING AND DESIGN IS THE PROPERTY OF McELHANNEY AND SHALL NOT BE USED, REUSED OR REPRODUCED WITHOUT THE CONSENT OF McELHANNEY. McELHANNEY WILL NOT BE HELD RESPONSIBLE FOR THE IMPROPER OR UNAUTHORIZED USE OF THIS DRAWING AND DESIGN.

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ORIGINAL DWG SIZE: ANS1 D (22" x 34")

0 1:250 10

**McElhanney**

710 Laval Crescent  
Kamloops BC  
Canada V2C 5P3  
T 250 374 2200

**CITY OF KAMLOOPS**  
105 SEYMOUR STREET, KAMLOOPS, B.C V2C 2C6

**ROYAL AVE GRADING PLAN**

Drawing No. **SK02**

Project Number 2431-107-75 Rev. 0

Approved Sealed



February 18, 2022

Brandy Unger  
City of Kamloops  
7 Victoria Street  
Kamloops, BC V2C 1A2

Re: KAM-21004125-06      **Geotechnical Summary Report**  
**5-Lot Subdivision, 591 Royal Avenue, Kamloops, BC**

Dear Ms. Unger

### **1.0 INTRODUCTION**

As requested, EXP Services Inc. (EXP) submits this report regarding the earthworks undertaken at the above-noted site for the proposed 5-lot subdivision. EXP was retained by the City of Kamloops to provide geotechnical reviews and testing during the site development.

EXP's assessment includes only the specified geotechnical aspects of the subsurface conditions at the site, and do not include investigation directed to environmental, archaeological, or flood assessment issues. Environmental, archaeological, and site assessment for flooding are outside the scope of EXP's work on this project and would be the responsibility of others if required.

### **2.0 SITE DESCRIPTION AND PROPOSED DEVELOPMENT**

The site is located to the south of Royal Avenue and north of Rivers Trail. In general, the site is gently sloping down to the south towards Rivers Trail and Thompson River, the elevation of the site varies from 345.6m on the south side to 346.2m on the north. The flood construction level is determined to be at 346.6m.

Based on the provided McElhanney as-built Grading Plan (DWG. 2431-107-75 Rev 5) we understand the development consists of 5 single family lots. We understand the individual lots/residences would be constructed by others subject to review and approval by the geotechnical engineer-of-record for that project.

### **3.0 FIELD WORK COMPLETED**

Based on our review and understanding of the proposed project, the site was stripped of surficial layers of topsoil, fill materials and colluvium to expose the underlying deposit of light brown, rust-stained loose to compact Alluvial sand to silty sand. Following stripping, and review by EXP, the site elevations were brought back up through the placement of engineered fill, compacted to roughly 95% of Modified Proctor Maximum Dry Density (MPMDD). The stripped deposits varied from 0.2 to 2.0m, and the total thickness of engineered fill raised up to approximately 2m.

## 4.0 DISCUSSION

### 4.1 Footings

All footings and foundation units should be founded on the suitably prepared native alluvial sand stratum or on engineered fill placed directly over the native alluvial sand deposit. Footings may be designed for be designed for an SLS/ULS bearing capacity of 75 kPa/125 kPa. Minimum footing width should be 0.6m. For frost protection, footings for unheated structures should be buried at least 1.2m below adjacent site grade, while the burial depth of perimeter footings of heated structures should be at least 0.9m. Where excavation for footings extend into the underlying alluvial sand stratum, considerable disturbance of the trench base can be expected. The sand surface should be "blinded" with a 0.15m thick layer of crushed sand and gravel (road mulch), watered and thoroughly compacted to 100% Standard Proctor Maximum Dry Density (SPMDD) to densify the sub-grade and to create a durable surface for footing construction.

Based on our review and the provided survey data, EXP recommends that the proposed footing elevation for each lot be constructed per the below table to provide required frost depth and a minimum 1H:1V splay of engineered fill. Reduced footing elevation may be possible depending on the placement of the proposed residence within the lot, subject to review and approval by the geotechnical engineer-of-record for that project.

We note that the as-built site elevations as shown on the above referenced grading plan are below the 200-year flood plain. We recommend the lowest habitable floor elevation for the proposed residences should be not lower than the 200-year flood elevation. During extreme flood events it should be anticipated that the ground water table could rise to the 200-year flood elevation or higher the implication of which would be that any portion of the residence lower than the 200-year flood elevation would potentially be flooded.

Additionally, if below grade crawlspaces or basements were proposed; during a flood type event any perimeter sub-drainage system would be overwhelmed and rendered inoperable. As such we recommend that the residential units be constructed as slab-on-grade residences with all habitable space at or above the 200-year flood elevation.

Proposed maximum footing elevations are provided in Table 1 below.

**TABLE 1. Proposed maximum footing elevations**

LOT NUMBER	PROPOSED MAXIMUM FOOTING ELEVATION (m)
LOT 1	344.90
LOT 2	344.90
LOT 3	344.90
LOT 4	344.95
LOT 5	345.00

### 4.2 Engineered Fill

In general, engineered fills should consist of clean, free-draining, well-graded 75 mm minus sand and gravel having less than 5% passing the 0.075 mm sieve size by weight. Other select low-plastic mineral soils which are predominantly granular and free of deleterious materials could be suitable for re-use as engineered fill, subject to the review and approval by EXP.

Engineered fills required for support of footings (including fills placed for support of interior bearing walls) should be placed in maximum 200 mm thick horizontal lifts uniformly compacted to a minimum 100% of the SPMDD.

It is the contractor's responsibility to ensure that the extent, location, placement and compaction of engineered fill(s) comply with these recommendations. EXP should be retained to conduct regular in-situ density testing of engineered fills as they are constructed for quality control purposes.

Engineered fills should be wide enough to extend laterally beyond the perimeter of any proposed future structure by a distance equal to the depth of structural fill below the structure (1V:1H splay).

#### **4.3 Backfill and Drainage**

Exterior backfill for footings and service trench backfill should consist of approved granular soil and should be placed in a maximum 0.2m thick lifts and compacted to no less than 100% SPMDD.

Provided the building floor slabs are located above surrounding exterior grade (and above the appropriate flood elevation), and the exterior grade is sloped away from the building for drainage of surface water, perimeter sub-surface drainage should not be required. Due to the potential for flooding we do not recommend the construction of below ground basements (habitable space) or crawlspaces.

Crawlspaces could potentially be considered provided the owners are aware of the potential flood risks. If crawlspaces are proposed a perimeter foundation drainage system would be necessary, however, it will not prevent basement/crawlspace from flooding. Such a system could consist of 100mm diameter perforated PVC piping surrounded by a minimum of 0.15m to 0.2m of drain rock and wrapped in filter fabric (Nilex 4551 or equivalent).

Roof drainage systems should discharge to splash pads at the exterior of the building/buildings such that any water flows will travel overland to a suitable location away from the house.

#### **4.4 Floor Slab**

The slab-on-grade floors should be supported on a minimum 100mm thick compacted porous gravel base course meeting requirement for radon control purposes as required by the BC Building Code. The base course should be placed directly on compacted granular engineered fill (as discussed above in section 4.2) placed directly over the native alluvial sand or engineered fill stratum. A vapour barrier and rough-in piping for radon control purposes should be installed beneath the slab-on-grade as required by the BC Building Code.

**5.0 DESIGN AND CONSTRUCTION REVIEW**

Aspects of the final design pertaining to temporary and permanent geotechnical issues as well as site grading should be reviewed by the geotechnical engineer for conformance with the intent of the recommendations of this report.

Field review by the geotechnical engineer during the course of construction should include:

- Review of subgrade soils and preparation of subgrade soil surfaces prior to placement of any structural fill, site grading fill or surfacing materials;
- Compaction and materials testing for structural fills, site grading fills and backfills;
- Bearing surfaces prior to placing of foundation forms or retaining walls;
- Geotechnical aspects of roof and foundation drainage;
- Compaction and material testing of surfacing materials.

**6.0 CLOSURE**

This report has been prepared for the purpose of design for the exclusive use of City of Kamloops and their designed representatives and may not be used by other parties without the written permission of EXP Services Inc. The information provided in the report is valid as of this date. However, conditions that are beyond our control or that may occur with the passage of time may invalidate, either in whole or in part, the results, conclusions and recommendations presented herein. Any third party using this report for bidding or construction purposes should perform such independent study as deemed necessary to satisfy himself of the subsurface conditions to be expected and procedures to be used in conducting works at the site.

Use of this report is subject to the attached "Statement of General Conditions" which should be followed for proper use and interpretation of the report.

We trust this report meets with your requirements, however, should any questions arise, please do not hesitate to contact the undersigned.

Sincerely,

EXP Services Inc.

Jan Radziszewski, M.Eng., P. Eng.  
Senior Geotechnical Engineer

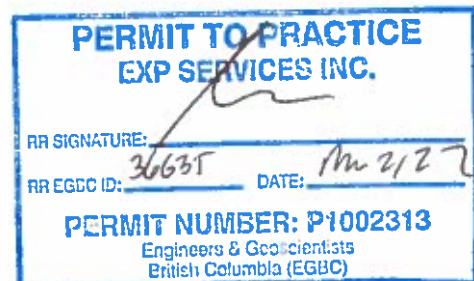


Reviewed by:

Stephen Prime, P.Eng.  
Associate

Enclosures: "Statement of General Conditions"

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## STATEMENT OF GENERAL CONDITIONS

### 1. STANDARD OF CARE

This study and Report have been prepared in accordance with generally accepted engineering or environmental consulting practices in this area. No other warranty, expressed or implied, is made. Geotechnical studies and reports do not include environmental consulting unless specifically stated in the geotechnical report.

### 2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report which is of a summary nature and is not intended to stand alone without reference to the instructions given to us by the Client, communications between us and the Client, and to any other reports, writings, proposals or documents prepared by us for the Client relative to the specific site described herein, all of which constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. WE CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

### 3. BASIS OF THE REPORT

The Report has been prepared for the specific site, development, design objectives and purpose that were described to us by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration to or variation from any of the said descriptions provided to us unless we are specifically requested by the Client to review and revise the Report in light of such alteration or variation.

### 4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT OUR WRITTEN CONSENT. WE WILL CONSENT TO ANY REASONABLE REQUEST BY THE CLIENT TO APPROVE THE USE OF THIS REPORT BY OTHER PARTIES AS "APPROVED USERS". The contents of the Report remain our copyright property and we authorize only the Client and Approved Users to make copies of the Report only in such quantities as are reasonably necessary for the use of the Report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make the Report, or any portion thereof, available to any party without our written permission. Any use which a third party makes of the Report, or any portion of the Report, are the sole responsibility of such third parties. We accept no responsibility for damages suffered by any third party resulting from unauthorized use of the Report.

### 5. INTERPRETATION OF THE REPORT

- a. Nature and Exactness of Soil and Contaminant Description: Classification and identification of soils, rocks, geological units, contaminant materials and engineering estimates have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgemental in nature and even comprehensive sampling and testing programs, implemented with the appropriate equipment by experienced personnel, may fail to locate some conditions. All investigations utilising the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarising such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such documents or records should be aware of, and accept, this risk. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. Where special concerns exist, or the Client has special



considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.

- b. **Reliance on Provided information:** The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to us. We have relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, we cannot accept responsibility for any deficiency, misstatement or inaccuracy contained in the report as a result of misstatements, omissions, misrepresentations or fraudulent acts of persons provided information.
- c. To avoid misunderstandings, exp. Services Inc. should be retained to work with the other design professionals to explain relevant geotechnical findings and to review the adequacy of their plans and specifications relative to engineering issues. So to, exp. Services Inc. should be retained to provide field reviews during the construction, consistent with building codes guidelines and generally accepted practices.

# BRITISH COLUMBIA BUILDING CODE 2018

## SCHEDULE C-B

Forming Part of Subsection 2.2.7., Division C of the  
British Columbia Building Code

Building Permit Number  
(for authority having jurisdiction's use)

### ASSURANCE OF PROFESSIONAL FIELD REVIEW AND COMPLIANCE

- Notes: (i) This letter must be submitted after completion of the project but prior to final inspection by the *authority having jurisdiction*. A separate letter must be submitted by each *registered professional of record*.  
(ii) This letter is endorsed by: Architectural Institute of BC, Association of Professional Engineers and Geoscientists of the Province of BC, Building Officials' Association of BC, and Union of BC. Municipalities.  
(iii) In this letter the words in italics have the same meaning as in the British Columbia Building Code.

To: The *authority having jurisdiction*

City of Kamloops  
Name of Jurisdiction (Print)  
Re: GEOTECHNICAL  
Discipline (e.g. Architectural, etc.) (Print)  
Earthworks  
Name of Project (Print)  
Lot A, Royal Avenue - Earthworks  
Address of Project (Print)



(Each *registered professional of record* shall complete the following:)

Stephen Prime, P. Eng.  
Name (Print)  
100B 1425 Pearson Place  
Address (Print)  
Kamloops, BC V1S 1J9  
Address (Print) (continued) 02/24/2022  
Date  
(250) 372-5321  
Phone Number

I hereby give assurance that

- (a) I have fulfilled my obligations for *field review* as outlined in Subsection 2.2.7., Division C of the British Columbia Building Code and in the previously submitted Schedule B, "ASSURANCE OF PROFESSIONAL DESIGN AND COMMITMENT FOR FIELD REVIEW," and
- (b) those components of the project opposite my initials in Schedule B substantially comply in all material respects with
  - (i) the applicable requirements of the British Columbia Building Code and other applicable enactments respecting safety, not including construction safety aspects, and
  - (ii) the plans and supporting documents submitted in support of the application for the *building permit*,
- (c) I am a *registered professional of record* as defined in the British Columbia Building Code.

(If the *registered professional of record* is a member of a firm, complete the following:)

I am a member of the firm EXP Services Inc.  
and I sign this letter on behalf of the firm. (Print name of firm)

Note: The above letter must be signed by a *registered professional of record*, who is a *registered professional*. The British Columbia Building Code defines a *registered professional* to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.

**PERMIT TO PRACTICE  
EXP SERVICES INC.**

RR SIGNATURE [Signature]

RR EGBC ID 2465 DATE Mar 4/22

**PERMIT NUMBER: P1002313**  
Engineers & Geoscientists  
British Columbia (EGBC)

## Purchase Agreement

Date:

SELLER		BUYER(S)	
<b>CITY OF KAMLOOPS</b>		Name Buyer 1:	<input style="width: 100%; height: 25px;" type="text"/>
		Name Buyer 2: (if applicable)	<input style="width: 100%; height: 25px;" type="text"/>
Address:	105 Seymour Street Kamloops, BC V2C 2C6	Occupation(s):	<input style="width: 100%; height: 25px;" type="text"/> <input style="width: 100%; height: 25px;" type="text"/>
RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/> as defined under the <i>Income Tax Act</i>		Address:	<input style="width: 100%; height: 25px;" type="text"/>
		Phone number:	<input style="width: 100%; height: 25px;" type="text"/>
		Email address:	<input style="width: 100%; height: 25px;" type="text"/>

**PROPERTY:**

This offer is in respect of the following property:

Address of Property: **585 Royal Avenue, Kamloops BC**

PID: **031-625-827**

Legal Description: **Lot 3 District Lot D Group 2 Kamloops Division Yale District (Formerly Lytton) Plan EPP93009**

(the "Property")

**OFFER:**

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be \$  (in Canadian dollars) plus Goods and Services Tax ("Purchase Price").

2. **DEPOSIT:** A deposit of **ten thousand (\$10,000) dollars** will form part of the Purchase Price and shall be paid within 48 hours of acceptance.

All monies paid pursuant to this section 2 (Deposit) will be paid by bank draft payable to the Buyer's lawyer or notary public and held in trust by such party as a stakeholder in

accordance with the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction. In the event the Buyer fail(s) to pay the Deposit as required by this Agreement, the Seller may, at the Seller's option, terminate this Agreement. The Deposit shall be applied to the Purchase Price at closing and otherwise dealt with in accordance with sections 4 and 13 below.

3. **TERMS:** The purchase and sale of the Property includes the following terms:

- (a) **Assignment:** The Seller and the Buyer agree that this Agreement:
  - (i) must not be assigned without the written consent of the Seller, which consent may not be withheld for any reason; and
  - (ii) the Seller is entitled to any profit resulting from an assignment of the Agreement by the Buyer or any subsequent assignee.
- (b) **Property Transfer Tax/Development Costs:** The Buyer shall be responsible for property transfer tax and all expenses and costs associated with development of the Property.
- (c) **Non-Fettering:** The Buyer acknowledges and agrees that nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Seller (City of Kamloops) in the exercise of its functions as a local government under any statutes, regulations, bylaws or orders, all of which may be fully and effectively exercised in relation to the Property.

4. **CONDITIONS:** The Buyer's obligation to complete the purchase of the Property is subject to:

- (a)
- (b)
- (c)
- (d)

These conditions must be waived or declared satisfied by the Buyer on or before 5:00 p.m. on .

Unless each condition is waived or declared fulfilled by written notice given by the Buyer to the Seller on or before the date specified for each condition, this Agreement will be terminated thereupon and the Deposit shall be returnable to the Buyer in accordance with the *Real Estate Services Act*.

5. **COMPLETION:** The sale will be completed on   
("Completion Date") at the Kamloops Land Title Office.
6. **POSSESSION:** The Buyer will have vacant possession of the Property the day after the Completion Date ("Possession Date").
7. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the day after the Completion Date ("Adjustment Date").
8. **INCLUDED ITEMS:** The Purchase Price is for vacant property only.
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of the City of Kamloops, utilities and public authorities and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft or Lawyer's/Notary's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Agreement will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4:00 pm on the Completion Date.
12. **GST CERTIFICATE:** The Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction (confirming that GST is applicable).
13. **TIME:** Time will be of the essence hereof, and unless the balance of the Purchase Price is paid on the Completion Date, the Seller may, at the Seller's option, terminate this Agreement, and, in such event, the Deposit and/or any other amount paid by the Buyer will be absolutely forfeited to the Seller, on account of damages, without prejudice to the Seller's other remedies.
14. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c)

made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage. The Buyer will not be responsible to pay for legal fees incurred by the Seller and the Seller shall not be responsible to pay for legal fees incurred by the Buyer.
16. **RISK:** The Property will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property will be at the risk of the Buyer.
17. **PLURAL:** In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **NON-CANADIAN PURCHASE PROHIBITION:** The Buyer must confirm and provide evidence to satisfy the Seller that the federal government's Prohibition of the Purchase of Residential Property by Non-Canadians Act will not affect the Buyer's ability to legally purchase the Property.
19. **REPRESENTATIONS AND WARRANTIES:** The Buyer agrees that the condition of the Property will be "as-is" at closing and there are no representations, warranties, guarantees, promises or agreements other than those set out in this Agreement, all of which will survive the completion of the sale.
20. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Agreement is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:
  - (a) fulfill or waive the terms and conditions herein contained; and/or
  - (b) exercise any option(s) herein contained.
21. **COUNTERPART AND ELECTRONIC TRANSMISSIONS:** This Agreement may be executed in as many counterparts as may be necessary or by electronic means and each such counterpart or electronic copy, so executed, shall be deemed to be an original and such counterparts and electronic copies together shall constitute one and the same instrument.
22. **OFFER INSTRUCTIONS:** The Buyer acknowledges that it has reviewed the "Process for Making an Offer" and "Offer Instructions" sections of the City of Kamloops website located at: [Kamloops.ca/RoyalAvenue](http://Kamloops.ca/RoyalAvenue) and it agrees that this offer is being submitted to the Seller in accordance with the provisions of those sections.

23. **OFFER:** The Buyer hereby offers to purchase the Property on the terms set out above.

Buyer's offer is dated  .

X

WITNESS

Witness Name (print above)

X

**BUYER 1** (or authorized signatory,  
as applicable\*)

BUYER 1 (print name above)

X

WITNESS

Witness Name (print above)

X

**BUYER 2** (or authorized signatory,  
as applicable\*)

BUYER 2 (print name above)

**\*If the Buyer is a corporation or other legal entity that is not an individual, the foregoing signatories are signing for and on behalf of the corporation or legal entity and confirm that they have authority to bind the corporation or legal entity.**

24. **ACCEPTANCE:** The Seller hereby accepts the Buyer's offer to purchase the Property on the terms set out above.

Seller's acceptance is dated \_\_\_\_\_, 2026.

X \_\_\_\_\_  
**CITY OF KAMLOOPS** by its  
authorized representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_