

ADMINISTRATIVE REPORT TO COUNCIL

ON

**SUFFICIENCY AND VALIDITY REPORT FOR QU'APPELLE BOULEVARD EXTENSION
DEVELOPMENT WORKS AGREEMENT BYLAW NO. 47-101, 2025
REMAINDER OF SEC. 34, TWP. 19, RGE. 17 (1830 QU'APPELLE BLVD.)
APPLICANT: JUNIPER WEST DEVELOPMENTS LTD.**

PURPOSE

The purpose of this report is for Council to receive the Certificate of Sufficiency and Validity dated October 9, 2025, certifying that a sufficient petition for a development works agreement has been presented to Council for the Qu'Appelle Boulevard extension, and to seek Council's authorization to introduce and provide first, second, and third readings to *Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No. 47-101, 2025*.

COUNCIL STRATEGIC PLAN

This report supports Council's strategic priorities and areas of focus regarding:

- **Safety and Security**
 - Safety: We prioritize the safety of our community for residents, businesses, and visitors.
 - Emergency Preparedness and Response: We build community resiliency, mitigate the impacts of emergency events, streamline response, and ensure our protective services align with evolving needs.
- **Governance and Service Excellence**
 - Asset Management: We plan for the development, improvement, repair, and replacement of our infrastructure.
 - Fiscal Responsibility: We are accountable to Kamloops residents and businesses in providing effective management, best value, and responsible use of tax dollars.
- **Livability and Sustainability**
 - Climate Action: We practice discipline in our environmental responsibility by enhancing the City's resiliency and capacity for mitigating climate change. We actively implement actions to reduce our environmental impacts.
 - Mobility: We improve accessibility for our citizens by intentionally creating a safe, well-connected city for people of all ages and abilities using various modes of transportation.
- **Economic Health**
 - Partnerships: We seek and foster the key relationships that will support our economic goals.
 - Growth Management: We are deliberate and purposeful in planning for the growth of our community.

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SUMMARY

Since the 2021 interface fire that prompted the evacuation of Juniper Ridge, staff have been working to secure a second permanent road out of this neighbourhood by extending Qu'Appelle Boulevard westward to Rose Hill Road. This would entail constructing the road on development lands privately owned by Juniper West Developments Ltd (Juniper West), and then through the adjacent public lands to Rose Hill Road. Staff have secured the necessary approvals from the Province to construct the portion of the road on the public lands, with the work scheduled for 2026 at an estimated cost of \$4.5 million and funded through development cost charges. The portion of the road on the Juniper West lands is to be constructed as development proceeds westward through these vacant lands.

With the downturn in the real estate market, Juniper West has no firm plans for when development of its lands will proceed. To provide certainty in completing the road, staff propose funding the road works now, with Juniper West responsible for repaying the funds within five years. This arrangement would be facilitated via a development works agreement (Attachment "A"). The estimated cost of the work is \$6.7 million and will be funded through short-term borrowing. At the August 12, 2025, Closed Council meeting, Council authorized the acquisition of a statutory right-of-way for access purposes to accommodate the extension of Qu'Appelle Boulevard through the Juniper West lands, subject to entering into a development works agreement.

A development works agreement is a contract between a municipality and a landowner that allows the early construction of specific infrastructure and sets out the terms for repaying the municipality. In this instance, while Juniper West plans to continue development westward, construction has been placed on hold indefinitely until market demand increases. The City will enter into an agreement to acquire a statutory right-of-way for access over the alignment of the Qu'Appelle Boulevard extension and contract with Juniper West to construct the road at the City's expense. Juniper West will be contractually obligated to repay the full amount by December 31, 2032.

Under Section 570 of the *Local Government Act*, a municipality may enter into a development works agreement to provide, construct, alter, or expend works by the City, with the cost of constructing the works being recovered from the landowner. The process is initiated when the landowner submits a petition to the municipality outlining the proposed scope of work and confirming they are responsible for repaying the funds (Attachment "B"). The Certificate of Sufficiency and Validity certifies that a sufficient and valid petition has been received (Attachment "C"). *Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No. 47-101, 2025* (Attachment "D") is required to authorize the signing of the development works agreement.

If Council enters into the development works agreement, Juniper West is prepared to start clearing the alignment this fall, undertake the major earthworks in 2026, and complete construction of the road (two travel lanes, multi-use pathway, and streetlights) by the end of 2027. The City's funds will be secured through a mortgage against the lands, and the City must receive full repayment before the developer realizes any financial gain from the construction of the road.

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As the development works agreement ensures the Qu'Appelle Boulevard extension will be constructed and the City's funds will be secured through a mortgage over the lands to be developed, it is recommended that Council receive the Certificate of Sufficiency and Validity and authorize *Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No. 47-101, 2025*.

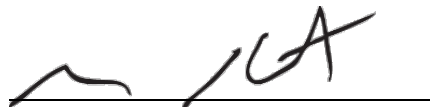
RECOMMENDATION:

That Council:

- a) **receive the Certificate of Sufficiency and Validity dated October 9, 2025 (Attachment "C"), certifying that a sufficient petition for the development works agreement (Attachment "B") has been presented to Council in accordance with the *Local Government Act* and *Community Charter***
- b) **authorize *Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No. 47-101, 2025* be introduced and read a first, second, and third time (Attachment "D")**
- c) **authorize the Corporate Services Director to update the 2025–2030 Financial Plan accordingly**

SUPPORTING COUNCIL AND CORPORATE DIRECTION

- August 12, 2025, closed Council meeting - Council authorized the acquisition of a statutory right-of-way for access purposes to accommodate the extension of Qu'Appelle Boulevard through the remainder of Sec. 34, Twp. 19, Rge. 17 (PID 014-384-663), subject to entering into a development works agreement with Juniper West Developments and authorized the Corporate Services Director to update the 2025–2030 Financial Plan accordingly.



M. Kwiatkowski, P.Eng.
Development, Engineering, and
Sustainability Director



Approved for Council

Author:

B. Stone, Real Estate Coordinator

Reviewed by:

D. W. Freeman, RI(BC), Assistant
Development, Engineering, and
Sustainability Director/Real Estate Manager
M. Mazzotta, MPA, Corporate Officer
D. Anderson, Deputy Corporate Officer
J. Messerer-Trosin, Legislative Coordinator
D. Rutsatz, CPA, CGA, Planning and
Procurement Manager

BS/kjm
Attachments

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DEVELOPMENT WORKS AGREEMENT

THIS AGREEMENT dated for reference the 15th day of October, 2025

BETWEEN:

CITY OF KAMLOOPS

of 7 Victoria Street West, in the City of Kamloops, in the
Province of British Columbia, V2C 1A2

(the "**Municipality**")

AND:

JUNIPER WEST DEVELOPMENTS LTD. (Incorporation No.
BC0272682), incorporated under the laws of the Province of
British Columbia, with an address at 103-2049 Highland Place,
Kamloops BC V2E 0A8

(the "**Developer**")

WHEREAS:

- A. The real property that is the subject of this Development Works Agreement and the "Qu'Appelle Boulevard Extension Project" is identified in Schedule "A" attached hereto (the "Benefitting Area");
- B. The Developer is the registered owner in fee simple of the parcel in the Benefitting Area;
- C. The works as described in Schedule "B" attached hereto (the "Works") are required to be constructed in connection with development of the Developer's parcel in the Benefitting Area;
- D. The Works are not currently scheduled for construction by the Developer, but eventually would be required to be constructed by the Developer in connection with development of the Benefitting Area;
- E. Construction of the Works in the near term, prior to development of the Benefitting Area by the Developer, is desired by the Municipality in order to facilitate road connectivity through the Benefitting Area to Crown lands beyond, upon which the Municipality will be constructing a road to the Rose Hill neighbourhood;
- F. Section 570 of the Act (defined below) authorizes Council to enter into an agreement with owners / developers for the provision of the works by the Municipality or a developer;
- G. The Developer has presented the necessary Petition pursuant to subsections 570(4)(c) and 570(5) of the Act and section 212 of the Community Charter (defined below) that has been delivered to the Municipality, formally requesting that the Municipality expedite the construction of the Works and the Municipality has agreed to facilitate such construction for the development of the Benefitting Area and to facilitate road connectivity;
- H. Council adopted Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No.47-101, 2025 on ♦, 2025 authorizing the Municipality to enter into this Agreement

pursuant to section 570 of the Act providing for the provision of the Works by the Municipality, with funding contribution from the Developer;

- I. The Municipality will engage the Developer to construct the Works on its behalf and, in connection and coordination with construction of the Works, the Developer will, at its cost, also install the Developer's Works (defined below) and will grant a statutory right of way in favour of the Municipality for operation of a road by the Municipality upon completion of Construction of the Works; and
- J. The Municipality and the Developer wish to document the terms and conditions upon which the Works and the Developer's Works shall be provided,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of good and valuable consideration now delivered by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. DEFINITIONS

In this Agreement and in the recital above:

"Act" means the *Local Government Act*, R.S.B.C. 2015, c. 1, as revised, re-enacted or consolidated from time to time and any successor statute.

"Agreement" means this Agreement and all Schedules attached hereto.

"Benefitting Area" means the area encompassed by the parcel of real property described in Schedule "A."

"Capital Cost – Actual" means the actual costs incurred by the Municipality to construct the Works as determined in section 6(e) of this Agreement, inclusive of cost overruns (if any).

"Capital Cost – Estimated" means costs proposed to be incurred by the Municipality to construct the Works, which costs are estimated in section 3(c) of this Agreement.

"Community Charter" means the *Community Charter*, S.B.C. 2003, c. 26, as revised, re-enacted or consolidated from time to time and any successor statute.

"Developer's Works" means the works and related appurtenances associated with the "Qu'Appelle Boulevard Extension Project", all as more particularly shown and described in the attached Schedule "D".

"Developer's Works Completion Date" means July 31, 2027 being the date upon which construction of the Developer's Works is to be completed by the Developer;

"Development, Engineering & Sustainability Director" means the Development, Engineering & Sustainability Director for the Municipality, or deputy.

"Municipality" means the City of Kamloops.

"Commencement Date" means November ♦, 2025.

“Completion Date” means the date upon which the Municipality confirms the Works have been constructed and are ready to be used for their intended purpose, which date is anticipated to be December 31, 2027.

“Council” means the municipal council of the Municipality.

“Specified Charges” means the debts payable to the Municipality by the Developer in the amounts and calculated in accordance with the formula shown in the attached Schedule “C”.

“Works” means the municipal road works and related appurtenances for the “Qu’Appelle Boulevard Extension Project”, all as more particularly shown and described in the attached Schedule “B”.

“Term” means the period of time from and including the Commencement Date to the date upon which the Specified Charges have been paid in full to the Municipality by the Developer.

2. TERM

- (a) The parties agree that, during the Term, the Works shall be constructed by the Developer at the initial cost of the Municipality (in accordance with the Road Construction Agreement referenced in section 3 below) and the Specified Charges shall then be paid to the Municipality by the Developer on the terms and conditions set out in this Agreement.

3. WORKS

- (a) The Municipality and the Developer will mutually agree upon the design and engineering for the Works, to the extent not already confirmed in the drawings and specifications for the Works more particularly shown and described in the attached Schedule “B”
- (b) The Municipality shall enter into a construction agreement with the Developer in a standardized form for municipal road construction, as approved by the Municipality (the “Road Construction Agreement”), such that the Developer is solely responsible for the construction of the Works on behalf of the Municipality and for retaining consultants and entering into any contracts required to construct the Works.
- (c) The parties acknowledge that, as of the date of this Agreement, the Capital Cost – Estimated is: six million and seven hundred thousand (\$6,700,000) Dollars in lawful currency of Canada.
- (d) In addition to constructing the works for the Municipality in accordance with the Road Construction Agreement, the Developer agrees to reimburse the Municipality for the cost of the Works by making payment of the Specified Charges to the Municipality as set out herein.
- (e) The Developer agrees to use commercially reasonable efforts to complete the construction of the Works by the Completion Date, as more specifically addressed

in the Road Construction Agreement.

4. DEVELOPER'S WORKS

- (a) The Developer shall be solely responsible for the design, engineering, obtaining necessary permits and approvals for and construction of the Developer's Works and for retaining consultants and entering into any contracts required to construct the Developer's Works.
- (b) The Developer agrees to cause the Developer's Works to be constructed by the Developer's Works Completion Date.

5. STATUTORY RIGHT OF WAY

- (a) The Developer shall grant to the Municipality a statutory right of way in the form attached as Schedule "E" to this Agreement (the "SRW").
- (b) The SRW shall, prior to the Commencement Date, be duly executed by the Developer.
- (c) On receipt of the duly executed SRW, the Municipality will cause the SRW to be registered against title of the Benefitting Area at the Kamloops Land Title Office.
- (d) The Municipality confirms that it is registered with Canada Revenue Agency ("CRA") in compliance with Part IX of the Excise Tax Act (Canada) relating to the goods and services tax ("GST") and that it will be responsible for any GST payable with respect to acquisition of the SRW and will account directly to CRA with respect thereto.
- (e) The Developer warrants and represents to the Municipality the Developer is "resident in Canada" within the meaning of that phrase in Section 116 of the Income Tax Act of Canada.
- (f) The Municipality shall pay all legal registration and survey costs relating to the SRW.
- (g) The Developer acknowledges that, in connection with future development (subdivision) of the Benefitting Area by the Developer, the location of the Works, as set out in the SRW, will be dedicated as road.

6. PAYMENT FOR WORKS

- (a) The Specified Charges shall be in the amounts and calculated in accordance with the formula shown in the attached Schedule "C".
- (b) The Specified Charges shall be payable by the Developer to the Municipality on or before December 31, 2032 and any amounts delinquent on that date shall bear interest from that date at a rate equivalent to the rate prescribed by the Lieutenant Governor in Council under section 11 (3) of the *Taxation (Rural Area) Act*, R.S.B.C. 1996, c. 448 until paid or recovered and may be collected as special fees in the same manner and with the same remedies as property taxes in accordance with

Division 14 of Part 7 of the Community Charter.

- (c) Subject to subsection (d) below, until the Specified Charges are paid in full, Council, the Approving Officer for the Municipality, the Municipality's building inspector(s) and/or other Municipality municipal officials or authorities shall not be obligated to:
 - (i) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of the parcels of real property of the Developer within the Benefitting Area; or
 - (ii) do any other thing necessary for the development of the parcels of real property of the Developer in the Benefitting Area.
- (d) In connection with phasing of development of the Benefitting Area and prior to repayment of the Specified Charges in full, Council, the Approving Officer for the Municipality, the Municipality's building inspector(s) and/or other Municipality municipal officials or authorities may take the actions set out in subsections (c)(i) or (c)(ii) above in respect of only a part of the Benefitting Area, provided that the Mortgage (defined below) remains secured against the whole of the Benefitting Area or, alternatively, the Mortgage remains secured against part of the Benefitting Area subject only to partial discharge(s) in accordance with the process described in (A)7(e)(ii)(A) below. Nothing in this section shall be construed to fetter the discretion of Council, the Approving Officer for the Municipality, the Municipality's building inspector(s) and/or other Municipality municipal officials or authorities in respect of the decisions described in subsections (c)(i) or (c)(ii) above.
- (e) After the completion of the construction of the Works, the Development, Engineering & Sustainability Director shall determine the Capital Cost - Actual of the construction of the Works.
- (f) Should the Capital Cost - Actual of the construction of the Works be more or less than the Capital Cost - Estimated, the parties hereto agree to increase or reduce the Specified Charges as the circumstances require.
- (g) In the event the Capital Cost - Estimated is increased or reduced, then the balance payable pursuant to this Agreement to the Municipality shall be increased or reduced accordingly, as determined by the Municipality.
- (h) An amendment to the bylaw adopting this Agreement is not required to reduce or increase the Specified Charges payable by the Developer of the Benefitting Area or reduce or increase the Capital Cost – Estimated to Capital Cost – Actual for the construction of the Works.
- (i) The Developer agrees that it is the only owner of real property in the area that is subject to this Agreement and that the Municipality will not be required to collect any monetary contributions from any other property owners or parties (aside from the Developer) towards the cost of the Works and that the Municipality will not make any payments or reimbursements to the Developer in connection with the Works or this Agreement.

7. **SECURITY**

- (a) As security for the Developer's obligations under this Agreement and to ensure the Developer's compliance with this Agreement, the Developer shall grant to the City a mortgage to be registered against title of the Benefitting Area in priority to all financial encumbrances, which mortgage shall be prepared by the Municipality in a form acceptable to the Municipality (the "Mortgage").
- (b) The Mortgage shall, prior to the Commencement Date, be duly executed by the Developer.
- (c) On receipt of the duly executed Mortgage, the Municipality will cause the Mortgage to be registered against title of the Benefitting Area at the Kamloops Land Title Office.
- (d) The Municipality shall pay all legal registration costs relating to the Mortgage.
- (e) The Mortgage may be discharged from title of the Benefitting Area as follows:
 - (i) fully discharged - upon payment in full of the Specified Charges to the Municipality; or
 - (ii) partially discharged - from part of the Benefitting Area:
 - (A) in connection with a subdivision, provided that:
 - (1) the outstanding balance of the Specified Charges at the time of the proposed subdivision is not greater than 80% of the fair market value of the part of the Benefitting Area against which the Mortgage will remain secured after partial discharge (the "Secured Post-Subdivision Lands");
 - (2) for the purpose of the calculation set out above, the fair market value of the Secured Post-Subdivision Lands must, prior to subdivision, be verified and confirmed to the Municipality in an appraisal prepared, at the cost of the Developer, by a professional appraiser of real estate that is a member of the Appraisal Institute of Canada – British Columbia (an "Appraisal");
 - (B) in connection with sale of any parcels created by subdivision of the Benefitting Area against which the Mortgage remains registered:
 - (1) the outstanding balance of the Specified Charges at the time of sale is not greater than 80% of the fair market value of the part of the Benefitting Area against which the Mortgage will remain secured after partial discharge from the parcel(s) being sold (the "Secured Post-Sale Lands");
 - (2) the entire sale proceeds from sale of such parcel(s), net only of goods and services taxes payable to the Developer and

required to be remitted directly by the Developer, reasonably incurred real estate commissions and lawyer's closing fees and disbursements, are paid to the Municipality as a partial prepayment of the Specified Charges in exchange for the partial discharge(s) of the Mortgage from the parcel(s) being sold, on reasonably appropriate undertakings as agreed upon by the Developer's solicitor and the Municipality's solicitor (including in respect of providing partial discharges 'in hand' to the extent required); and

- (3) the Developer shall provide the Municipality, only if and when required by the Municipality in connection with a partial discharge in the context of a sale of parcel(s), an Appraisal of the Secured Post-Sale Lands to verify and confirm that the fair market value of the Secured Post-Sale Lands exceeds the threshold set out subsection 7(e)(B)(1) above.

8. **NOTICES**

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to a party as their address appears on the first page of this Agreement, of such change of address as party has, by written notification, forwarded to the other parties.
- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
 - (i) if delivered, on the date of delivery; or
 - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

9. **BINDING ON SUCCESSORS**

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
- (b) The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

10. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

11. LAWS OF BRITISH COLUMBIA

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

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12. **SCHEDULES**

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" – Benefitting Area
- (b) Schedule "B" – The Works
- (c) Schedule "C" – Specified Charges
- (d) Schedule "D" – Developer's Works
- (e) Schedule "E" – Statutory Right of Way

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF KAMLOOPS

by its authorized signatories:

Name:

Name:

JUNIPER WEST DEVELOPMENTS LTD.

by its authorized signatories:

Name:

Name:

SCHEDULE "A" – BENEFITTING AREA

The Benefitting Area is comprised of the following parcel only:

Developer's Property:

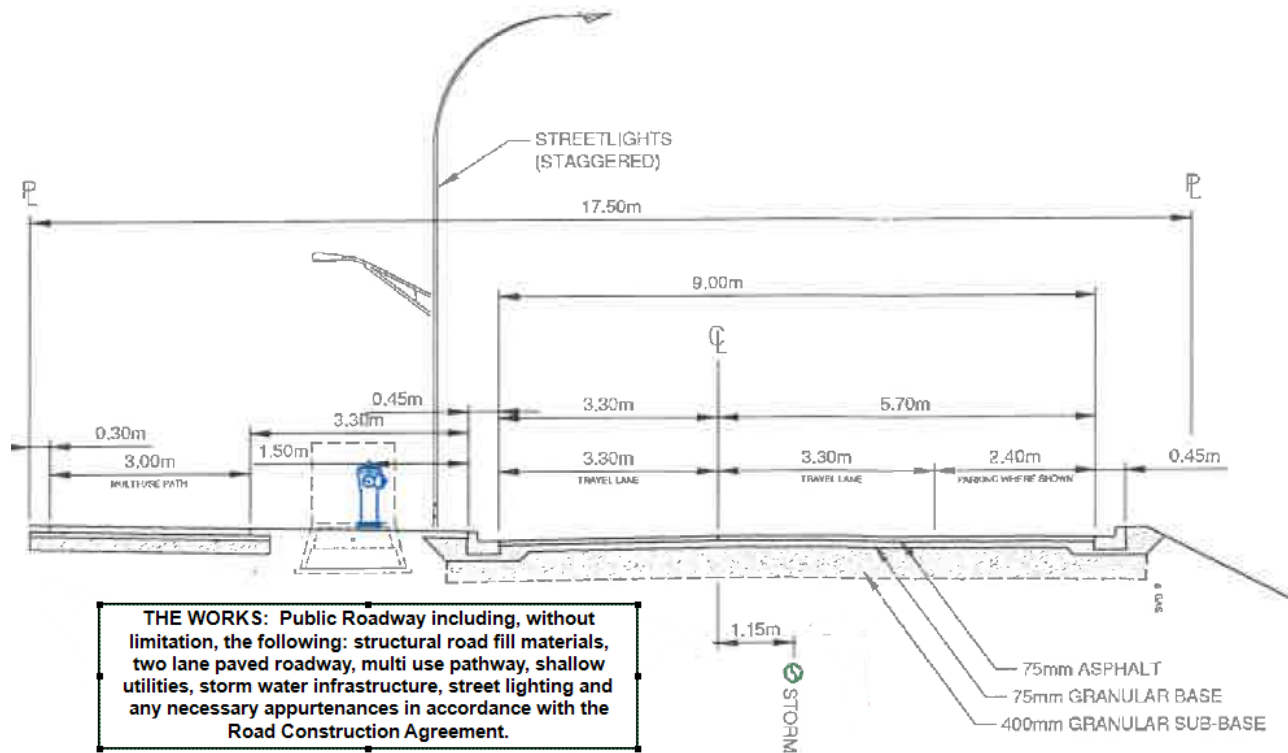
Civic Address: 1830 Qu'Appelle Blvd

PID: 014-384-663

Legal Description: North West 1/4 of Section 34 Township 19 Range 17 West of the 6th Meridian Kamloops Division Yale District Except Plans 35114, EPP51319, EPP56743, EPP62821, EPP66589, EPP73342, EPP76532, EPP116855 and EPP119800

SCHEDULE "B" – THE WORKS

Municipal road works including the establishment of a public roadway, including without limitation, the following: structural road fill materials, two lane paved roadway, multi-use pathway, shallow utilities, storm water infrastructure, street lighting and any necessary appurtenances in accordance with the Road Construction Agreement on the Benefitting Area. The completed Works will be protected by Statutory Right of Way until further development of the Benefitting Area warrants their dedication as Road.



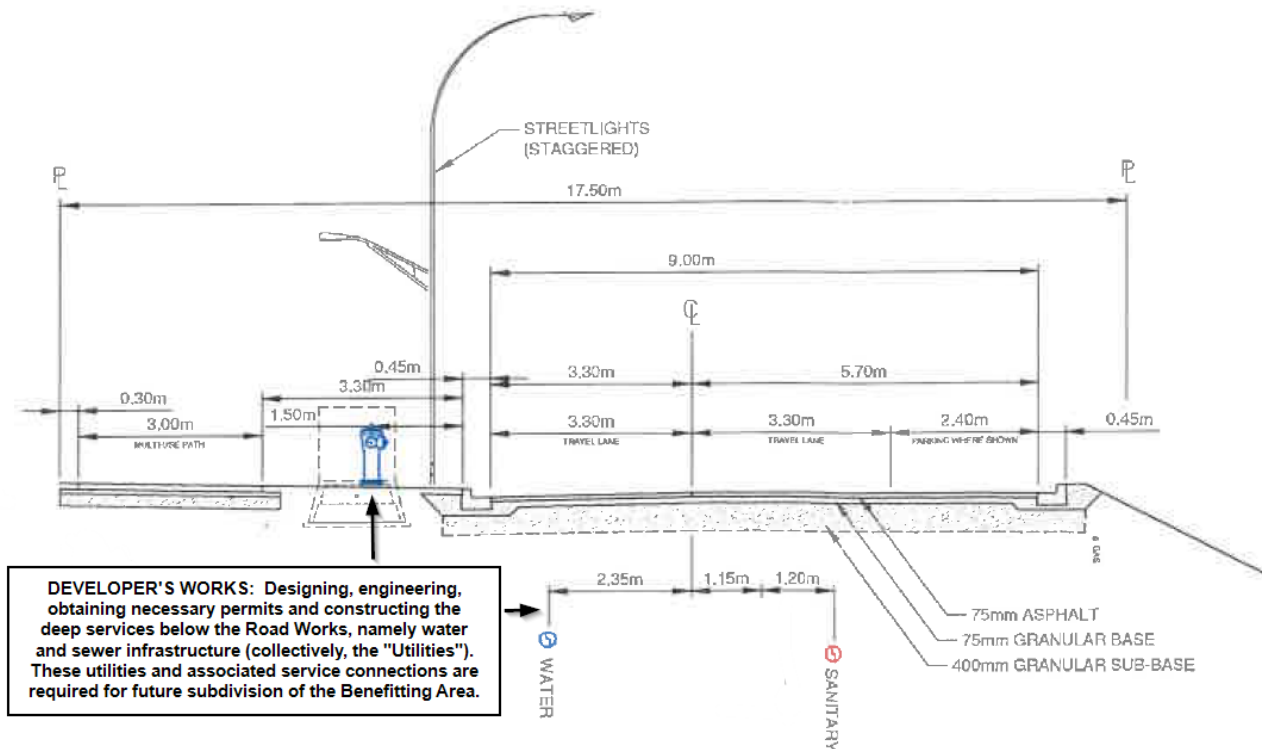
SCHEDULE "C" – SPECIFIED CHARGES

The Specified Charges shall be calculated in accordance with the following formula:

1. The Specified Charge payable by Developer as a debt to the Municipality shall be 100% (one hundred percent) of the Capital Cost – Actual.

SCHEDULE "D" – DEVELOPER'S WORKS

Designing, engineering, obtaining necessary permits for and constructing the deep services below the Works, namely the water and sewer infrastructure (collectively, the "Utilities"). These Utilities and associated service connections are required for the future subdivision of the Benefitting Area. The Developer will cause the Developer's Works to be constructed concurrently with the Works at the cost of the Developer.



SCHEDULE "E" – STATUTORY RIGHT OF WAY

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 install, maintain, operate, and access the following under, over and through the surface of the Lands hereinbefore described:
 - (i) a public roadway, including, without limitation, the following: structural road fill materials, two lane paved roadway, multi use pathway, lighting and any necessary appurtenances (hereinafter called the "Roadway"),
- (c) The Transferor has agreed to grant the Transferee such rights in respect of the Roadway as necessary for the operation and maintenance of the Transferee's undertaking;
- (d) The Transferor acknowledges that, in connection with future development (subdivision) by the Transferor, the Roadway will be dedicated as Road.

WITNESSETH:

1. NOW THEREFORE in consideration of the sum of Two (\$2.00) Dollars and other 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 heirs and assigns, its servants, agents, contractors, officials, workmen, permittees, licensees, and invitees the full, free, and uninterrupted:
 - (a) right, licence, liberty, easement, privilege, and permission to establish, construct, operate, lay down, maintain, inspect, alter, remove, replace, dig up, reconstruct, repair, protect and improve the Roadway under, over and through the Lands; and

- (b) right of ingress and egress to use, enter, labour, pass, and re-pass over, across and through the Lands, with or without vehicles or equipment, as may be necessary in connection with the Roadway.
- 2. Notwithstanding that this Agreement shall be registered as a blanket statutory right of way against the Lands, the Transferee hereby personally covenants and agrees with the Transferor that:
 - (a) the Roadway shall be confined and restricted to the location of the Lands approximately shown coloured grey in the attached "Schedule A";
- 3. The Transferor further grants to the Transferee the right to:
 - (a) make surveys, tests, inspections, and examinations of the Roadway;
 - (b) allow its permittees (including the general public, if and for so long as and on such conditions as the Transferee may allow as to the whole or any portion of the Roadway from time to time) the full, free and uninterrupted right of passage, to at all times hereafter, by day and by night, at their will and pleasure enter, go, be return, pass and re-pass on, over and along the Roadway by vehicle, on foot and other conveyances lawfully used on public roads or lanes in the City of Kamloops;
 - (c) clear the Roadway and keep it clear of all or any part of any trees, buildings, obstructions, or damaging or interfering growth now or hereafter which might, in the opinion of the Transferee, interfere or endanger the access, installation, repair, construction, erection, placement, operation, maintenance, removal, replacement, excavation for, or installation of the Roadway or any part thereof;
 - (d) exercise, enforce and take the benefit of such by-laws, statutes and laws as could be exercised, enforced and taken the benefit of, if the Roadway was a dedicated road or lane in the City of Kamloops; and
 - (e) generally to do all acts necessary or incidental to the business of the Transferee in connection with the Roadway.
- 4. The Transferee covenants and agrees with the Transferor that it will:
 - (a) construct, lay down, maintain and repair the Roadway, or those parts of it that it so

decides in its sole discretion to construct, as it deems reasonable and proper in the circumstances and keep the Roadway, or those parts of it that it so decides in its sole discretion to construct, in a reasonable and proper state of repair;

- (b) upon completion of the construction of the Roadway (or those parts of it that it decides to construct) as confirmed in the sole discretion of the Transferee, cause the Roadway to be surveyed and, subject to approval by the Transferor of the accuracy of the survey plan, the Transferee will deposit the survey plan in the appropriate Land Title Office. The Transferee will prepare and apply to register a partial discharge of the statutory right of way in the Land Title Office concurrently with the deposit of the survey plan at its own expense. After the survey plan and partial discharge have been accepted for deposit in the Land Title Office, the statutory right of way granted under this Agreement will be discharged from all portions of the Lands of the Transferor except the surveyed right-of-way area; and
- (c) on behalf of itself and its heirs, administrators, successors, assigns, servants, agents and invitees hereby indemnify and save harmless the Transferor and its servants, agents or invitees from and 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 conjunction with:
 - (i) any breach of any covenant or agreement on the part of the Transferee contained in this agreement;
 - (ii) any negligent error or omission by the Transferee in the exercise of its rights hereunder; or
 - (iii) use of the Lands by the Transferee and those for whom it is responsible at law.

5. The Transferor covenants and agrees with the Transferee that it will:

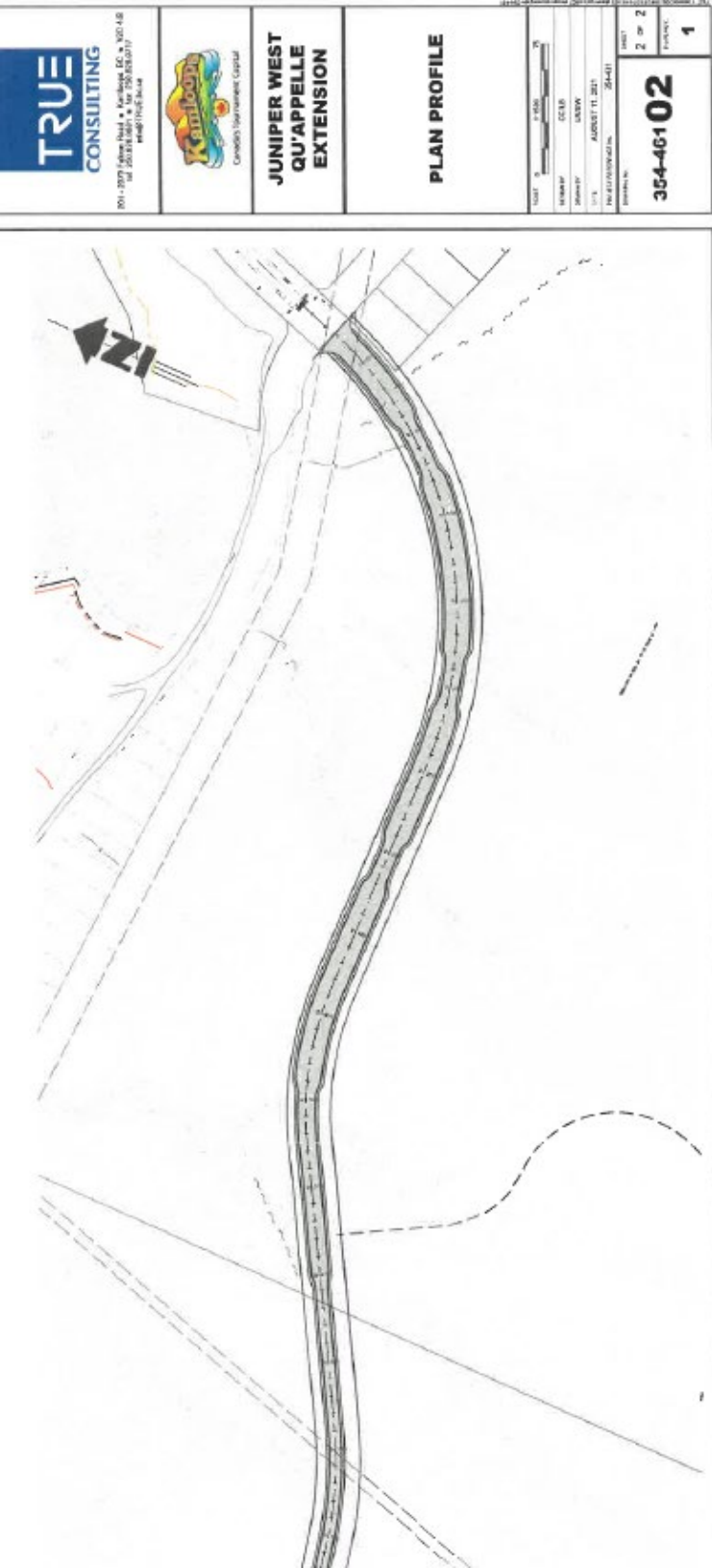
- (a) not plant any trees or shrubs or make, place, erect, or maintain any building, structure, foundation, excavation, pile of material, or obstruction which, in the opinion of the Transferee, might interfere with the safe and efficient operation of the Roadway, or any part thereof, or might obstruct access to the Roadway or any part thereof, or might impede the future road dedication of the Roadway 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 Roadway;
 - (c) in connection with approval of a subdivision or issuance of a Development Permit (for those parts of the Lands that it decides to develop), cause the Roadway to be surveyed and dedicated as Road. The Transferor will deposit the survey plan in the appropriate Land Title Office in order to effect such dedication. The Transferor will prepare and apply to register a full or partial discharge of the statutory right of way in the Land Title Office concurrently with the deposit of the Road Dedication survey plan at its own expense; and
 - (d) to the extent permitted by law, on behalf of itself and its heirs, administrators, successors and assigns, indemnify and save harmless the Transferee, and its servants, agents, and elected and appointed officials, from and against all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferee may suffer or incur or be put to arising out of or in conjunction with any breach of any covenant or agreement on the part of the Transferor contained in this agreement or arising out of or in connection with any negligent error or omission by the Transferor in the exercise of its rights hereunder.
6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the statutory right of way hereby granted shall be perpetual.
7. 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.
8. 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.
9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and

their respective heirs, executors, administrators, successors, and assigns.

SCHEDULE "A"



PETITION
DEVELOPMENT WORKS AGREEMENT
QU'APPELLE BOULEVARD EXTENSION PROJECT

TO THE MUNICIPAL COUNCIL OF THE CITY OF KAMLOOPS:

WE, THE UNDERSIGNED owner of the specified parcel of land, which parcel of land will be specifically charged to pay for the costs hereinafter described, do HEREBY PETITION the City of Kamloops (the "Municipality") under subsections 570(4)(c) and 570(5) of the *Local Government Act*, R.S.B.C. 2015, Chapter 1 and section 212 of the *Community Charter*, S.B.C. 2003, Chapter 26 to, by by-law, enter into a development works agreement with us for the purposes of funding, providing and constructing municipal road works and related appurtenances for the "Qu'Appelle Boulevard Extension Project" (the "**Development Works Agreement**");

#	Owner	Civic Address	PID	Legal Description
1	JUNIPER WEST DEVELOPMENTS LTD. (the "Owner / Developer")	1830 Qu'Appelle Blvd, Kamloops, BC	014-384-663	North West 1/4 of Section 34 Township 19 Range 17 West of the 6th Meridian Kamloops Division Yale District Except Plans 35114, EPP51319, EPP56743, EPP62821, EPP66589, EPP73342, EPP76532, EPP116855 and EPP119800

We understand and agree that the Development Works Agreement (a draft copy of which has been provided to the Owner / Developer), shall be on the terms and subject to the following conditions, except where those terms and conditions must be modified to be consistent with the final form of that agreement:

1. The area that is the subject of the Development Works Agreement is the area of the Owner / Developer's one parcel only (as set out above);
2. The works to be provided under the Development Works Agreement are: municipal road works and related appurtenances for the "Qu'Appelle Boulevard Extension Project" (the "Works");
3. The Owner / Developer will be responsible for providing and constructing the Works, at the initial cost of the Municipality;
4. The completion date for the Works is December 31, 2027;
5. The Owner / Developer shall be responsible to pay for the actual cost of the Works including cost overruns (if any), as confirmed by the Municipality upon completion of construction of the Works (the "Specified Charges");
6. The Specified Charges payable by the Owner / Developer will be a debt to the Municipality, to be paid on the terms and conditions set out in the Development Works Agreement and by not later than December 31, 2032;
7. The estimated cost of the Works is \$6,700,000 and the estimated Specified Charges of the Owner / Developer is \$6,700,000 (estimate only, subject to confirmation of actual cost of the Works upon completion of construction);
8. Subject to the terms and conditions set out in the Development Works Agreement regarding partial repayment in connection with the phasing of development, until such time as the Specified Charges are paid in full by the Owner / Developer, the Municipality shall not be required to approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of the Owner / Developer's real property or do any other thing necessary for the development of that real property; and

9. If 2 or more persons are owners of a parcel, they must be considered as one owner only, they are not entitled to petition unless a majority of them concurs, and, unless the Petition is signed by a majority of them (i.e. if there are 2 owners, both must sign the Petition), their signatures must be disregarded in determining whether the Petition is sufficient. Where the owner is a corporation, the Petition must be signed by the duly authorized signatories.

JUNIPER WEST DEVELOPMENTS



Name:

Signed Petitions must be delivered to the City of Kamloops by October 9, 2025 and Petitions may not be revoked or withdrawn after that date

CITY OF KAMLOOPS DEVELOPMENT WORKS AGREEMENT CERTIFICATE OF SUFFICIENCY AND VALIDITY

In accordance with Part 7, Division 5 [Local Service Taxes] of the *Community Charter*, S.B.C. 2003, Chapter 26, I hereby certify that sufficient and valid petitions have been received in support of *Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No. 47-101, 2025*, as detailed below.

Number of Parcels	Petitions Required for the Project to Proceed (from at least 50% Majority of Parcel Owners)	Number of Petitions Received	Total Assessed Value of Land and Improvements	Assessed Value Required for the Project to Proceed (at least 50% of Total Assessed Value)	Total Assessed Value for Petitions Received
1	1	1	\$1,517,000	\$1,517,000	\$1,517,000

Dated this 9th day of October, 2025.



Maria Mazzotta
Corporate Officer

CITY OF KAMLOOPS

BYLAW NO. 47-101

A BYLAW TO ENTER INTO A DEVELOPMENT WORKS AGREEMENT TO CONSTRUCT WORKS AS IDENTIFIED IN THE DEVELOPMENT WORKS AGREEMENT AND TO SERVICE THE IDENTIFIED PROPERTY; TO DEFINE THE BENEFITING REAL PROPERTY AND TO ESTABLISH HOW THE COST OF THE WORKS SHALL BE BORNE

WHEREAS the Municipal Council ("Council") of the City of Kamloops (the "City") may by bylaw pursuant to Section 570 of the *Local Government Act* R.S.B.C. 2015, c. 1 (the "Local Government Act") enter into a development works agreement to provide, construct, alter, or expand works by the City with the cost of constructing the works shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;

AND WHEREAS Council has been petitioned to construct works to serve the properties identified pursuant to Section 570(4)(c) of the Local Government Act;

AND WHEREAS the City has certified that the petition is sufficient; and

AND WHEREAS it is deemed expedient to grant the request of the petitioners in the manner hereinafter provided and proceed with the construction of the works.

The Municipal Council of the City of Kamloops, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as "*Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No. 47-101, 2025*".
2. Council hereby authorizes the City to enter into the development works agreement attached hereto as Schedule "A" to this Bylaw (the "Development Works Agreement").
3. The Mayor and Corporate Officer are authorized on behalf of the Council to sign and seal the Development Works Agreement.

ADOPTED this _____ day of _____, _____.

CORPORATE OFFICER

Schedule "A"
Development Works Agreement

Page | 1 of 8

DEVELOPMENT WORKS AGREEMENT

THIS AGREEMENT dated for reference the 15th day of October, 2025

BETWEEN:

CITY OF KAMLOOPS
of 7 Victoria Street West, in the City of Kamloops, in the
Province of British Columbia, V2C 1A2

(the "Municipality")

AND:

JUNIPER WEST DEVELOPMENTS LTD. (Incorporation No.
BC0272682), incorporated under the laws of the Province of
British Columbia, with an address at 103-2049 Highland Place,
Kamloops BC V2E 0A8

(the "Developer")

WHEREAS:

- A. The real property that is the subject of this Development Works Agreement and the "Qu'Appelle Boulevard Extension Project" is identified in Schedule "A" attached hereto (the "Benefitting Area");
- B. The Developer is the registered owner in fee simple of the parcel in the Benefitting Area;
- C. The works as described in Schedule "B" attached hereto (the "Works") are required to be constructed in connection with development of the Developer's parcel in the Benefitting Area;
- D. The Works are not currently scheduled for construction by the Developer, but eventually would be required to be constructed by the Developer in connection with development of the Benefitting Area;
- E. Construction of the Works in the near term, prior to development of the Benefitting Area by the Developer, is desired by the Municipality in order to facilitate road connectivity through the Benefitting Area to Crown lands beyond, upon which the Municipality will be constructing a road to the Rose Hill neighbourhood;
- F. Section 570 of the Act (defined below) authorizes Council to enter into an agreement with owners / developers for the provision of the works by the Municipality or a developer;
- G. The Developer has presented the necessary Petition pursuant to subsections 570(4)(c) and 570(5) of the Act and section 212 of the Community Charter (defined below) that has been delivered to the Municipality, formally requesting that the Municipality expedite the construction of the Works and the Municipality has agreed to facilitate such construction for the development of the Benefitting Area and to facilitate road connectivity;
- H. Council adopted Qu'Appelle Boulevard Extension Development Works Agreement Bylaw No.47-101, 2025 on ♦, 2025 authorizing the Municipality to enter into this Agreement

pursuant to section 570 of the Act providing for the provision of the Works by the Municipality, with funding contribution from the Developer;

- I. The Municipality will engage the Developer to construct the Works on its behalf and, in connection and coordination with construction of the Works, the Developer will, at its cost, also install the Developer's Works (defined below) and will grant a statutory right of way in favour of the Municipality for operation of a road by the Municipality upon completion of Construction of the Works; and
- J. The Municipality and the Developer wish to document the terms and conditions upon which the Works and the Developer's Works shall be provided,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of good and valuable consideration now delivered by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. DEFINITIONS

In this Agreement and in the recital above:

"Act" means the *Local Government Act*, R.S.B.C. 2015, c. 1, as revised, re-enacted or consolidated from time to time and any successor statute.

"Agreement" means this Agreement and all Schedules attached hereto.

"Benefitting Area" means the area encompassed by the parcel of real property described in Schedule "A."

"Capital Cost – Actual" means the actual costs incurred by the Municipality to construct the Works as determined in section 6(e) of this Agreement, inclusive of cost overruns (if any).

"Capital Cost – Estimated" means costs proposed to be incurred by the Municipality to construct the Works, which costs are estimated in section 3(c) of this Agreement.

"Community Charter" means the *Community Charter*, S.B.C. 2003, c. 26, as revised, re-enacted or consolidated from time to time and any successor statute.

"Developer's Works" means the works and related appurtenances associated with the "Qu'Appelle Boulevard Extension Project", all as more particularly shown and described in the attached Schedule "D".

"Developer's Works Completion Date" means July 31, 2027 being the date upon which construction of the Developer's Works is to be completed by the Developer;

"Development, Engineering & Sustainability Director" means the Development, Engineering & Sustainability Director for the Municipality, or deputy.

"Municipality" means the City of Kamloops.

"Commencement Date" means November ♦, 2025.

"Completion Date" means the date upon which the Municipality confirms the Works have been constructed and are ready to be used for their intended purpose, which date is anticipated to be December 31, 2027.

"Council" means the municipal council of the Municipality.

"Specified Charges" means the debts payable to the Municipality by the Developer in the amounts and calculated in accordance with the formula shown in the attached Schedule "C".

"Works" means the municipal road works and related appurtenances for the "Qu'Appelle Boulevard Extension Project", all as more particularly shown and described in the attached Schedule "B".

"Term" means the period of time from and including the Commencement Date to the date upon which the Specified Charges have been paid in full to the Municipality by the Developer.

2. TERM

- (a) The parties agree that, during the Term, the Works shall be constructed by the Developer at the initial cost of the Municipality (in accordance with the Road Construction Agreement referenced in section 3 below) and the Specified Charges shall then be paid to the Municipality by the Developer on the terms and conditions set out in this Agreement.

3. WORKS

- (a) The Municipality and the Developer will mutually agree upon the design and engineering for the Works, to the extent not already confirmed in the drawings and specifications for the Works more particularly shown and described in the attached Schedule "B"
- (b) The Municipality shall enter into a construction agreement with the Developer in a standardized form for municipal road construction, as approved by the Municipality (the "Road Construction Agreement"), such that the Developer is solely responsible for the construction of the Works on behalf of the Municipality and for retaining consultants and entering into any contracts required to construct the Works.
- (c) The parties acknowledge that, as of the date of this Agreement, the Capital Cost – Estimated is: six million and seven hundred thousand (\$6,700,000) Dollars in lawful currency of Canada.
- (d) In addition to constructing the works for the Municipality in accordance with the Road Construction Agreement, the Developer agrees to reimburse the Municipality for the cost of the Works by making payment of the Specified Charges to the Municipality as set out herein.
- (e) The Developer agrees to use commercially reasonable efforts to complete the construction of the Works by the Completion Date, as more specifically addressed

in the Road Construction Agreement.

4. DEVELOPER'S WORKS

- (a) The Developer shall be solely responsible for the design, engineering, obtaining necessary permits and approvals for and construction of the Developer's Works and for retaining consultants and entering into any contracts required to construct the Developer's Works.
- (b) The Developer agrees to cause the Developer's Works to be constructed by the Developer's Works Completion Date.

5. STATUTORY RIGHT OF WAY

- (a) The Developer shall grant to the Municipality a statutory right of way in the form attached as Schedule "E" to this Agreement (the "SRW").
- (b) The SRW shall, prior to the Commencement Date, be duly executed by the Developer.
- (c) On receipt of the duly executed SRW, the Municipality will cause the SRW to be registered against title of the Benefitting Area at the Kamloops Land Title Office.
- (d) The Municipality confirms that it is registered with Canada Revenue Agency ("CRA") in compliance with Part IX of the Excise Tax Act (Canada) relating to the goods and services tax ("GST") and that it will be responsible for any GST payable with respect to acquisition of the SRW and will account directly to CRA with respect thereto.
- (e) The Developer warrants and represents to the Municipality the Developer is "resident in Canada" within the meaning of that phrase in Section 116 of the Income Tax Act of Canada.
- (f) The Municipality shall pay all legal registration and survey costs relating to the SRW.
- (g) The Developer acknowledges that, in connection with future development (subdivision) of the Benefitting Area by the Developer, the location of the Works, as set out in the SRW, will be dedicated as road.

6. PAYMENT FOR WORKS

- (a) The Specified Charges shall be in the amounts and calculated in accordance with the formula shown in the attached Schedule "C".
- (b) The Specified Charges shall be payable by the Developer to the Municipality on or before December 31, 2032 and any amounts delinquent on that date shall bear interest from that date at a rate equivalent to the rate prescribed by the Lieutenant Governor in Council under section 11 (3) of the *Taxation (Rural Area) Act*, R.S.B.C. 1996, c. 448 until paid or recovered and may be collected as special fees in the same manner and with the same remedies as property taxes in accordance with

Division 14 of Part 7 of the Community Charter.

- (c) Subject to subsection (d) below, until the Specified Charges are paid in full, Council, the Approving Officer for the Municipality, the Municipality's building inspector(s) and/or other Municipality municipal officials or authorities shall not be obligated to:
 - (i) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of the parcels of real property of the Developer within the Benefitting Area; or
 - (ii) do any other thing necessary for the development of the parcels of real property of the Developer in the Benefitting Area.
- (d) In connection with phasing of development of the Benefitting Area and prior to repayment of the Specified Charges in full, Council, the Approving Officer for the Municipality, the Municipality's building inspector(s) and/or other Municipality municipal officials or authorities may take the actions set out in subsections (c)(i) or (c)(ii) above in respect of only a part of the Benefitting Area, provided that the Mortgage (defined below) remains secured against the whole of the Benefitting Area or, alternatively, the Mortgage remains secured against part of the Benefitting Area subject only to partial discharge(s) in accordance with the process described in (A)7(e)(ii)(A) below. Nothing in this section shall be construed to fetter the discretion of Council, the Approving Officer for the Municipality, the Municipality's building inspector(s) and/or other Municipality municipal officials or authorities in respect of the decisions described in subsections (c)(i) or (c)(ii) above.
- (e) After the completion of the construction of the Works, the Development, Engineering & Sustainability Director shall determine the Capital Cost - Actual of the construction of the Works.
- (f) Should the Capital Cost - Actual of the construction of the Works be more or less than the Capital Cost - Estimated, the parties hereto agree to increase or reduce the Specified Charges as the circumstances require.
- (g) In the event the Capital Cost - Estimated is increased or reduced, then the balance payable pursuant to this Agreement to the Municipality shall be increased or reduced accordingly, as determined by the Municipality.
- (h) An amendment to the bylaw adopting this Agreement is not required to reduce or increase the Specified Charges payable by the Developer of the Benefitting Area or reduce or increase the Capital Cost – Estimated to Capital Cost – Actual for the construction of the Works.
- (i) The Developer agrees that it is the only owner of real property in the area that is subject to this Agreement and that the Municipality will not be required to collect any monetary contributions from any other property owners or parties (aside from the Developer) towards the cost of the Works and that the Municipality will not make any payments or reimbursements to the Developer in connection with the Works or this Agreement.

7. SECURITY

- (a) As security for the Developer's obligations under this Agreement and to ensure the Developer's compliance with this Agreement, the Developer shall grant to the City a mortgage to be registered against title of the Benefitting Area in priority to all financial encumbrances, which mortgage shall be prepared by the Municipality in a form acceptable to the Municipality (the "Mortgage").
- (b) The Mortgage shall, prior to the Commencement Date, be duly executed by the Developer.
- (c) On receipt of the duly executed Mortgage, the Municipality will cause the Mortgage to be registered against title of the Benefitting Area at the Kamloops Land Title Office.
- (d) The Municipality shall pay all legal registration costs relating to the Mortgage.
- (e) The Mortgage may be discharged from title of the Benefitting Area as follows:
 - (i) fully discharged - upon payment in full of the Specified Charges to the Municipality; or
 - (ii) partially discharged - from part of the Benefitting Area:
 - (A) in connection with a subdivision, provided that:
 - (1) the outstanding balance of the Specified Charges at the time of the proposed subdivision is not greater than 80% of the fair market value of the part of the Benefitting Area against which the Mortgage will remain secured after partial discharge (the "Secured Post-Subdivision Lands");
 - (2) for the purpose of the calculation set out above, the fair market value of the Secured Post-Subdivision Lands must, prior to subdivision, be verified and confirmed to the Municipality in an appraisal prepared, at the cost of the Developer, by a professional appraiser of real estate that is a member of the Appraisal Institute of Canada – British Columbia (an "Appraisal");
 - (B) in connection with sale of any parcels created by subdivision of the Benefitting Area against which the Mortgage remains registered:
 - (1) the outstanding balance of the Specified Charges at the time of sale is not greater than 80% of the fair market value of the part of the Benefitting Area against which the Mortgage will remain secured after partial discharge from the parcel(s) being sold (the "Secured Post-Sale Lands");
 - (2) the entire sale proceeds from sale of such parcel(s), net only of goods and services taxes payable to the Developer and

required to be remitted directly by the Developer, reasonably incurred real estate commissions and lawyer's closing fees and disbursements, are paid to the Municipality as a partial prepayment of the Specified Charges in exchange for the partial discharge(s) of the Mortgage from the parcel(s) being sold, on reasonably appropriate undertakings as agreed upon by the Developer's solicitor and the Municipality's solicitor (including in respect of providing partial discharges 'in hand' to the extent required); and

- (3) the Developer shall provide the Municipality, only if and when required by the Municipality in connection with a partial discharge in the context of a sale of parcel(s), an Appraisal of the Secured Post-Sale Lands to verify and confirm that the fair market value of the Secured Post-Sale Lands exceeds the threshold set out subsection 7(e)(B)(1) above.

8. NOTICES

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to a party as their address appears on the first page of this Agreement, of such change of address as party has, by written notification, forwarded to the other parties.
- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
- (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

9. BINDING ON SUCCESSORS

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
- (b) The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

11. LAWS OF BRITISH COLUMBIA

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

12. SCHEDULES

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" – Benefitting Area
- (b) Schedule "B" – The Works
- (c) Schedule "C" – Specified Charges
- (d) Schedule "D" – Developer's Works
- (e) Schedule "E" – Statutory Right of Way

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF KAMLOOPS

by its authorized signatories:

Name:

Name:

JUNIPER WEST DEVELOPMENTS LTD.

by its authorized signatories:

Name:

Name:

SCHEDULE "A" – BENEFITTING AREA

The Benefitting Area is comprised of the following parcel only:

Developer's Property:

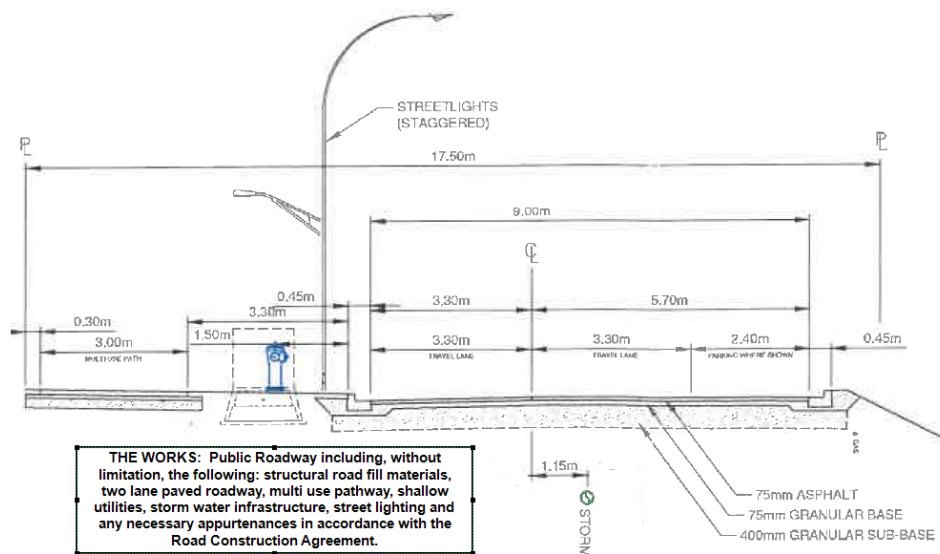
Civic Address: 1830 Qu'Appelle Blvd

PID: 014-384-663

Legal Description: North West 1/4 of Section 34 Township 19 Range 17 West of the 6th Meridian Kamloops Division Yale District Except Plans 35114, EPP51319, EPP56743, EPP62821, EPP66589, EPP73342, EPP76532, EPP116855 and EPP119800

SCHEDULE "B" – THE WORKS

Municipal road works including the establishment of a public roadway, including without limitation, the following: structural road fill materials, two lane paved roadway, multi-use pathway, shallow utilities, storm water infrastructure, street lighting and any necessary appurtenances in accordance with the Road Construction Agreement on the Benefitting Area. The completed Works will be protected by Statutory Right of Way until further development of the Benefitting Area warrants their dedication as Road.



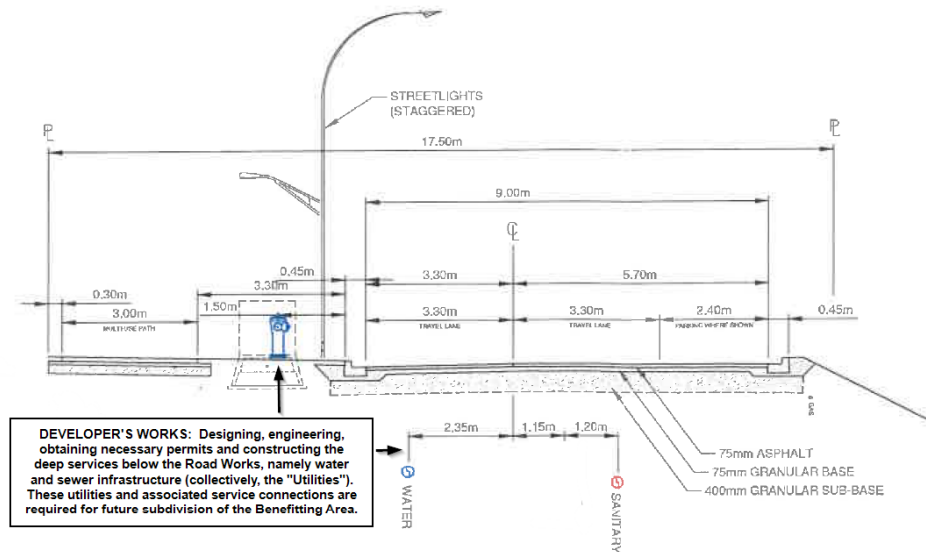
SCHEDULE "C" – SPECIFIED CHARGES

The Specified Charges shall be calculated in accordance with the following formula:

1. The Specified Charge payable by Developer as a debt to the Municipality shall be 100% (one hundred percent) of the Capital Cost – Actual.

SCHEDULE "D" – DEVELOPER'S WORKS

Designing, engineering, obtaining necessary permits for and constructing the deep services below the Works, namely the water and sewer infrastructure (collectively, the "Utilities"). These Utilities and associated service connections are required for the future subdivision of the Benefitting Area. The Developer will cause the Developer's Works to be constructed concurrently with the Works at the cost of the Developer.



SCHEDULE "E" – STATUTORY RIGHT OF WAY**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 install, maintain, operate, and access the following under, over and through the surface of the Lands hereinbefore described:
 - (i) a public roadway, including, without limitation, the following: structural road fill materials, two lane paved roadway, multi use pathway, lighting and any necessary appurtenances (hereinafter called the "Roadway"),
- (c) The Transferor has agreed to grant the Transferee such rights in respect of the Roadway as necessary for the operation and maintenance of the Transferee's undertaking;
- (d) The Transferor acknowledges that, in connection with future development (subdivision) by the Transferor, the Roadway will be dedicated as Road.

WITNESSETH:

1. NOW THEREFORE in consideration of the sum of Two (\$2.00) Dollars and other 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 heirs and assigns, its servants, agents, contractors, officials, workmen, permittees, licensees, and invitees the full, free, and uninterrupted:
 - (a) right, licence, liberty, easement, privilege, and permission to establish, construct, operate, lay down, maintain, inspect, alter, remove, replace, dig up, reconstruct, repair, protect and improve the Roadway under, over and through the Lands; and

- (b) right of ingress and egress to use, enter, labour, pass, and re-pass over, across and through the Lands, with or without vehicles or equipment, as may be necessary in connection with the Roadway.
- 2. Notwithstanding that this Agreement shall be registered as a blanket statutory right of way against the Lands, the Transferee hereby personally covenants and agrees with the Transferor that:
 - (a) the Roadway shall be confined and restricted to the location of the Lands approximately shown coloured grey in the attached "Schedule A";
- 3. The Transferor further grants to the Transferee the right to:
 - (a) make surveys, tests, inspections, and examinations of the Roadway;
 - (b) allow its permittees (including the general public, if and for so long as and on such conditions as the Transferee may allow as to the whole or any portion of the Roadway from time to time) the full, free and uninterrupted right of passage, to at all times hereafter, by day and by night, at their will and pleasure enter, go, be return, pass and re-pass on, over and along the Roadway by vehicle, on foot and other conveyances lawfully used on public roads or lanes in the City of Kamloops;
 - (c) clear the Roadway and keep it clear of all or any part of any trees, buildings, obstructions, or damaging or interfering growth now or hereafter which might, in the opinion of the Transferee, interfere or endanger the access, installation, repair, construction, erection, placement, operation, maintenance, removal, replacement, excavation for, or installation of the Roadway or any part thereof;
 - (d) exercise, enforce and take the benefit of such by-laws, statutes and laws as could be exercised, enforced and taken the benefit of, if the Roadway was a dedicated road or lane in the City of Kamloops; and
 - (e) generally to do all acts necessary or incidental to the business of the Transferee in connection with the Roadway.
- 4. The Transferee covenants and agrees with the Transferor that it will:
 - (a) construct, lay down, maintain and repair the Roadway, or those parts of it that it so

decides in its sole discretion to construct, as it deems reasonable and proper in the circumstances and keep the Roadway, or those parts of it that it so decides in its sole discretion to construct, in a reasonable and proper state of repair;

- (b) upon completion of the construction of the Roadway (or those parts of it that it decides to construct) as confirmed in the sole discretion of the Transferee, cause the Roadway to be surveyed and, subject to approval by the Transferor of the accuracy of the survey plan, the Transferee will deposit the survey plan in the appropriate Land Title Office. The Transferee will prepare and apply to register a partial discharge of the statutory right of way in the Land Title Office concurrently with the deposit of the survey plan at its own expense. After the survey plan and partial discharge have been accepted for deposit in the Land Title Office, the statutory right of way granted under this Agreement will be discharged from all portions of the Lands of the Transferor except the surveyed right-of-way area; and
- (c) on behalf of itself and its heirs, administrators, successors, assigns, servants, agents and invitees hereby indemnify and save harmless the Transferor and its servants, agents or invitees from and 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 conjunction with:
 - (i) any breach of any covenant or agreement on the part of the Transferee contained in this agreement;
 - (ii) any negligent error or omission by the Transferee in the exercise of its rights hereunder; or
 - (iii) use of the Lands by the Transferee and those for whom it is responsible at law.

5. The Transferor covenants and agrees with the Transferee that it will:

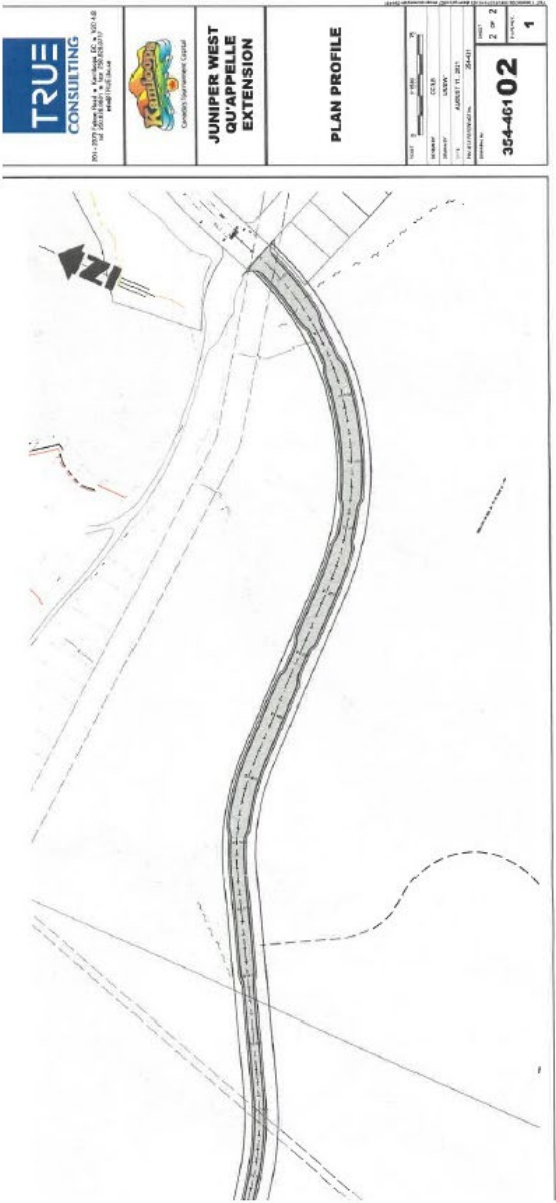
- (a) not plant any trees or shrubs or make, place, erect, or maintain any building, structure, foundation, excavation, pile of material, or obstruction which, in the opinion of the Transferee, might interfere with the safe and efficient operation of the Roadway, or any part thereof, or might obstruct access to the Roadway or any part thereof, or might impede the future road dedication of the Roadway 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 Roadway;
 - (c) in connection with approval of a subdivision or issuance of a Development Permit (for those parts of the Lands that it decides to develop), cause the Roadway to be surveyed and dedicated as Road. The Transferor will deposit the survey plan in the appropriate Land Title Office in order to effect such dedication. The Transferor will prepare and apply to register a full or partial discharge of the statutory right of way in the Land Title Office concurrently with the deposit of the Road Dedication survey plan at its own expense; and
 - (d) to the extent permitted by law, on behalf of itself and its heirs, administrators, successors and assigns, indemnify and save harmless the Transferee, and its servants, agents, and elected and appointed officials, from and against all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferee may suffer or incur or be put to arising out of or in conjunction with any breach of any covenant or agreement on the part of the Transferor contained in this agreement or arising out of or in connection with any negligent error or omission by the Transferor in the exercise of its rights hereunder.
6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the statutory right of way hereby granted shall be perpetual.
7. 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.
8. 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.
9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and

their respective heirs, executors, administrators, successors, and assigns.

SCHEDULE "A "



END OF DOCUMENT