

# FOR SALE:

## 1055 Frost Road

### 17.7 Acre Multifamily Site

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*The Ponds - Kelowna, BC*

**PERRY FREEMAN**

Personal Real Estate Corporation

*Vice President*

250 861 8107

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### Salient Information

CIVIC ADDRESS:	1055 Frost Road, Kelowna, BC
LEGAL DESCRIPTION:	Lot 1 District Lot 579 Similkameen Division Yale District Plan EPP74481
PID:	030-252-423
LOCATION:	The property is located in the Upper Mission area of Kelowna, at the end of Gordon Drive, on Frost Road
SITE SIZE:	Approximately 17.7 Acres (±762,300 SF)
ZONING:	To be rezoned
OCP:	MRL - Multiple Unit Residential (Low Density) and MRM - Multiple Unit Residential (Medium Density) May need to be reviewed upon rezoning, and Park
DESCRIPTION:	The subject property has an irregular shape and is 17.7 acres in size with access off Gordon Drive and Frost Road, in the Upper Mission area of Kelowna
2017 ASSESSMENT:	Newly Subdivided
TAXES (2016):	Newly Subdivided
LIST PRICE:	\$10,300,000

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## Aerial View





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## Property Photos





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Location Map







## COLLIERS INTERNATIONAL

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# NON-DISCLOSURE AGREEMENT

RE:	1055 Frost Road, Kelowna, BC
Legal Description:	Lot 1 District Lot 579 Similkameen Division Yale District Plan EPP74481
PID(s):	030-252-423

Collectively referred to as the Property (the “Property”)

The Owner of the above mentioned property has engaged Colliers Macaulay Nicolls Inc., dba: Colliers International (the “Broker”) as the designated broker representing them on the sale of the Property. The Owner and Broker have agreed to provide you with certain confidential information concerning the Property, which is not generally available to the public. Such information may include, without limitation, various studies and reports, legal documents and records containing or reflecting information concerning the Property, other material whether prepared by Owner, Broker or others, and includes photocopies or other reproductions of any such information (all of the aforementioned information is collectively referred to herein as the “Confidential Material”).

It is acknowledged by you that any disclosures of the Confidential Material or use of the same by you, except for the express purpose of reviewing the same for the possible purchase of the Property, can and will involve serious harm or damage to the Property, its Owner and Broker.

The Owner and Broker are prepared to furnish the Confidential Material to you on the following conditions:

1. You agree that you are acting as a principal and acknowledge that this is an exclusive listing with Colliers International.
2. You understand and acknowledge that Owner, Broker, and their respective affiliates make no representation or warranty as to the accuracy or completeness of the Confidential Material and that Owner and Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from the Confidential Material. You agree that Owner and Broker shall not have any liability to you resulting from your use of, or reliance upon, the Confidential Material.
3. You agree to conduct your own due diligence investigations and retain your own professional advisors to assist you where necessary. Any Confidential Material provided here-under is for information purposes only to assist prospective purchasers with their due diligence investigations. Any Confidential Material is not a technical report compiled by any engineer or environmental professional. The Owner is selling the Property on an as is, where is basis and the Owner’s Schedule “A” must form part of any contract of purchase and sale.
4. You agree to treat the Confidential Material in the strictest confidence and not to make any of the Confidential Material available, or disclose any of the contents of the Confidential Material, to anyone without prior written authorization of Broker and Owner.
5. The Confidential Material will not be used or duplicated by you in any way detrimental to Owner and Broker or for any purpose other than in connection with your evaluation of the Property for purchase by you. You shall return the Confidential Material to Broker forthwith upon either Broker’s or Owner’s request.

6. No failure or delay by Owner and/or by Broker in exercising any right, power or privilege hereunder shall operate as a waiver thereof or preclude any future exercise thereof or the exercise of any other right, power or privilege hereunder.
7. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.

Please sign below and return this letter to the undersigned to indicate that you have agreed to be bound strictly by the foregoing conditions and that you acknowledge that your Agreement to do so constitutes a material inducement to Owner and Broker to furnish the confidential information to you.

The undersigned accepts, acknowledges and agrees to the terms as reference herein as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Per: \_\_\_\_\_  
**Buyer's Signature** \_\_\_\_\_ Buyer's Company Name \_\_\_\_\_  
\_\_\_\_\_  
Buyer's Name (please print) \_\_\_\_\_ Buyer's Company Address \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_ Email Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

The Buyer's Agent accepts, acknowledges and agrees to the terms as reference herein as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Per: \_\_\_\_\_  
**Buyer Agent's Signature** \_\_\_\_\_ Buyer Agency Name \_\_\_\_\_  
\_\_\_\_\_  
Buyer Agent's Name (please print) \_\_\_\_\_ Buyer Agency Address \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_ Email Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Once completed in full, please fax to (250) 763-2304 or email: [perry.freeman@colliers.com](mailto:perry.freeman@colliers.com)