1345408 B.C. LTD.

## SECOND AMENDMENT TO DISCLOSURE STATEMENT

Pinetree Valley Development - Pinetree Meadows

DATE OF DISCLOSURE STATEMENT: June 30, 2022
DATE OF ANY PRIOR AMENDMENTS: July 09, 2022
DATE OF THIS AMENDMENT: June 30, 2023
DEVELOPER: 1345408 B.C. Ltd. (the "Developer")
ADDRESS FOR SERVICE:
BUSINESS ADDRESS:

REAL ESTATE BROKER:

Box 639, 1309-7 $7^{\text {th }}$ Ave, Invermere, BC V0A 1K0
4091 Johnston Road, Invermere, BC VOA 1K4

The Developer intends to use its own employees to market the strata lots. The employees are not licensed under the Real Estate Services Act and are not acting on behalf of the purchaser.


#### Abstract

"This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the Real Estate Development Marketing Act. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation."


"This Disclosure Statement relates to a development property that is not yet completed. Please refer to section $\mathbf{7 . 2}$ for information on the purchase agreement. That information has been drawn to the attention of $\qquad$ [insert purchaser's name], who has confirmed that fact by initialing in the space provided here: $\qquad$ [space for purchaser's initials]."

## RIGHT OF RESCISSION

Under section 21 of the Real Estate Development Marketing Act, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to
(a) the developer at the address shown in the disclosure statement received by the purchaser,
(b) the developer at the address shown in the purchaser's purchase agreement,
(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

## OVERVIEW OF THIS AMENDMENT

The following disclosure statements have been filed by the Developer in respect of the project known as "Pinetree Valley Development - Pinetree Meadows":

- Disclosure Statement dated June 30, 2022 (the "Original Disclosure Statement"); and
- First Amendment to Disclosure Statement dated July 09, 2022 (the "First Amendment")

This Second Amendment to Disclosure Statement, dated June 30, 2023 (the "Second Amendment") amends the Original Disclosure Statement and the First Amendment (collectively, the "Disclosure Statement") as follows:

Overview of Exhibits: All references to Exhibits attached to the Disclosure Statement are amended as set out in this Second Amendment, such that, wherever an amended Exhibit is shown to be attached to a more recent amendment to disclosure statement, the previous version of the same Exhibit is deleted from the Disclosure Statement in their entirety and replaced with the most recent amended version of the Exhibit.

A summary of the amendments to the Exhibits is set out in the below schedule.
LISTS OF AMENDED EXHIBITS ATTACHED TO THIS SECOND AMENDMENT

| Original Disclosure <br> Statement Exhibits | First Amendment Exhibits | Second Amendment Exhibits |
| :---: | :---: | :---: |
| A - Proposed Strata Phasing Plan | A1 - Proposed Strata Phasing Plan | A2 - Proposed Strata Phasing Plan |
| B - Proposed Phase 1 Strata Plan | B1 - Proposed Phase 1-4 Strata Plans | B2 - Proposed Phase 1-4 Strata Plans |
| C - Architectural Designs for the Proposed Phase 1 Strata Lots | C1 - Architectural Designs for the Proposed Phase 1-4 Strata Lots | C2 - Architectural Designs for the Proposed Phase 1-4 Strata Lots |
| D - Form P - Phased Strata Plan Declaration | D1 - Form P - Phased Strata Plan Declaration | D2 - Form P - Phased Strata Plan Declaration |
| E - Form V - Schedule of Unit Entitlement | E1 - Form V - Schedule of Unit Entitlement | E2 - Form V - Schedule of Unit Entitlement |
| F - Strata Corporation Proposed Bylaws |  |  |
| G - Estimated Operating Budget | G1-Estimated Operating Budget | G2 - Estimated Operating Budget |
| H - Covenant in Favour of the District of Invermere |  |  |


| I-Development Permit <br> No.22.01 |  |  |
| :--- | :--- | :--- |
| J - Purchase Agreement | J1 - Purchase Agreement | J2 - Purchase Agreement |
|  |  | K - Encumbrances |
|  |  | L - Phases 1-4 Building Permits |

2. Section 2.1 - General Description of the Development: Section 2.1 is deleted in its entirety and replaced with the following:

The Development, Pinetree Valley Development - Pinetree Meadows, is located in the District of Invermere. The parent parcel of the Development is described as LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703 AND EPP120442, PID: 013-506-722. The civic address of the Development is $212815^{\text {th }}$ Ave., Invermere, V0A 1 K4.

The Development will consist of 8 phases with 4 strata lots in each phase, for a total of 32 strata lots. In each phase, the Developer will construct one building comprised of 4 condos. The Developer has amended the proposed strata phasing plan for all phases of the Development. The amended proposed strata phasing plan is attached as Exhibit A2.

Under this Disclosure Statement, the Developer is offering for sale the strata lots in phases 1,2, 3 , and 4. Copies of the proposed strata plans for phases $1,2,3$, and 4 are attached as Exhibit B2. The architectural designs for the proposed phase 1, 2, 3, and 4 strata lots are attached as Exhibit $\mathbf{C 2}$ to the Disclosure Statement.

The roadways between the strata lots will be common property to be used by the strata lot owners for access and servicing.

The Developer owns the lands adjacent to the strata lots and intends to develop additional bare land strata lots. The Development is to be part of a community that will be called Pine Tree Valley. Upon completion, the Pine Tree Valley community will have 32 strata lots and 68 bare land strata lots.
3. Section 2.3 - Phasing: Section 2.3 is deleted in its entirety and replaced with the following:

The Development is part of a phased strata plan. A phased strata plan is a development that is constructed and completed in parts, but all parts will become one strata corporation.

The Development includes 32 potential strata lots, which will be constructed in 8 phases with 4 strata lots being developed in each phase.

The Developer is currently marketing strata lots in phases $1,2,3$, and 4 . The Developer is entitled not to proceed with subsequent phases.

Development Permit No. 22.01 was issued by the approving officer for the District of Invermere for all 8 phases of the Development.

The Developer has amended the proposed Form P - Phased Strata Plan Declaration. A copy of the amended Form P - Phased Strata Plan Declaration is attached as Exhibit D2. The Form P has not been signed by the approving officer for the District of Invermere but will be signed in due course.

Circumstances may arise in the future where the Developer must request the assistance of the strata corporation to vote in favour of certain amendments to the Form P - Phased Strata Plan Declaration with respect to the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The contract of purchase and sale provides that the Purchaser agrees, if requested by the Developer, to deliver to the Developer in advance of such meeting, its written proxy so the Developer may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present the contract of purchase and sale to the meeting as evidence of the Purchaser's proxy in favour of the Developer and the Developer 's unfettered discretion to exercise the Purchaser's proxy on these matters.
4. Section 3.1 - Unit Entitlement: Section 3.1 is deleted in its entirety and replaced with the following:

Unit entitlement is a number that is used to determine a strata lot's proportionate share of the common property and common assets, and its contribution to the common expenses and liabilities of the strata corporation. The unit entitlement of each strata lot is the habitable area in square meters, rounded to the nearest whole number.

The Developer has amended the Form V - Schedule of Unit Entitlement that the Developer proposes to file under the Strata Property Act. The amended Form V - Schedule of Unit Entitlement is attached as Exhibit E2.
5. Section 3.3 - Common Property and Facilities: Section 3.3 is deleted in its entirety and replaced with the following:

The roadways, exterior grounds and surfaces, mechanical areas, and garbage facilities in the development as shown on the amended proposed strata phasing plan attached as Exhibit A2 are common property of the development.
6. Section 3.6 - Parking: Section 3.6 is deleted in its entirety and replaced with the following:

Each strata lot will have one uncovered parking stall in the location indicated on the proposed phase 1-4 strata plans attached as Exhibit B2.
7. Section 3.8 - Budget: Section 3.8 is deleted in its entirety and replaced with the following:

The strata corporation will be responsible for paying for the following services:
(a) Maintenance of the roadways, including snow clearing;
(b) Landscaping the common property; and
(c) Repair and maintenance of the structure and exterior of the buildings including exterior stairs, decks, railings, doors, windows, and any other object which is affixed to the exterior of the buildings.

The owner of a strata lot will be responsible for paying the taxes and utilities associated with that strata lot.

The Developer has amended the estimated operating budget and schedule showing how the budget will be allocated amongst the individual strata lot owners. A copy of the estimated operating budget and schedule are attached as Exhibit G2.
8. Section 3.12-Rental Disclosure Statement: Section 3.12 is deleted in its entirety from the Disclosure Statement.
9. Section 4.1 - Legal Description: Section 4.1 is deleted in its entirety and replaced with the following:

The parent parcel of the Development is currently described as LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703 AND EPP120442; PID: 013-506-722.
10. Section 4.3 - Existing Encumbrances and Legal Notations: Section 4.3 is deleted in its entirety and replaced with the following:

As of the date of this Disclosure Statement, title to the Development shows the following Charges, Liens and Interests, that are all "Permitted Encumbrances" for the purposes of the contract of purchase and sale.

The descriptions of the Charges, Liens, and Interests below are summaries only. Purchasers are recommended to obtain a title search and review title and satisfy themselves as to the charges.
(a) Statutory Right of Way XG25633 in favour of the District of Invermere: This charge establishes a right of way that enables the District of Invermere to lay down, install, construct, entrench, maintain, inspect, alter, remove, replace, bury, use, protect, and otherwise establish and operate water and sewer works and related fixtures and equipment. The District of Invermere can access the property with or without machinery, vehicles, and equipment, and can remove soil and clear trees or other obstructions as necessary or convenient in relation to the water and sewer works. The owner of the property is prohibited from knowingly doing or permitting anything to be done on the property that will interfere with or injure the sewer and water works.
(b) Covenant CA1641649 in favour of the District of Invermere: This charge establishes that no building shall be constructed on the Lands with a height exceeding 7.5 meters.
(c) Statutory Right of Way CB155429 in favour of British Columbia Hydro and Power Authority: This charge establishes a right of way that enables British Columbia Hydro and Power Authority to construct, operate, and maintain the infrastructure required for the distribution of electricity.
(d) Statutory Right of Way CB155430 in favour of Telus Communications Inc.: This charge establishes a right of way that enables Telus Communications Inc. to construct, operate, and maintain the infrastructure required for telecommunications and data transmission.
(e) Covenant CB502444 in favour of the District of Invermere: This charge establishes a no build area, except in accordance with the engineers report attached to the charge or in accordance with a geotechnical report conducted by a Geotechnical P. Engineer, over a part of the property.

Copies of the encumbrances registered at the Land Title Office are attached to Disclosure Statement as Exhibit K.
11. Section 4.4 - Proposed Encumbrances: Section 4.4 is deleted in its entirety and replaced with the following:
(a) Covenant in favour of the District of Invermere: This charge will establish that the Lands will only be used in a manner that is determined to be safe by an engineer's geotechnical report. A copy of the proposed covenant is attached as Exhibit $\mathbf{H}$ to the Original Disclosure Statement.
(b) Mortgage in favour of a financial institution: This charge will relate to a mortgage used to finance the development. The mortgage terms will provide for the partial discharge of the mortgage upon payment to the lender of an agreed portion of the sale proceeds received from the sale of a strata lot.

The Developer may register further easements, covenants or rights of way as are necessary to meet the requirements of local government authorities or utility service providers. Any such encumbrance (in addition to the encumbrances described above) shall be a permitted encumbrance and purchasers shall take title to the strata lot subject to such encumbrance.
12. Section 5.1 - Construction Dates: Section 5.1 is deleted in its entirety and replaced with the following:

For the purposes of this section:
"commencement of construction" means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property;
"completion of construction" means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis; and
"estimated date range" means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

The Developer has amended the proposed dates for construction for each phase of the development. A copy of the amended Form P - Phased Strata Plan Declaration is attached as Exhibit D2.

The Developer intends to construct phases 1-4 in the following order: Phase 1, Phase 2, Phase 4, and Phase 3.

More generally, the estimated date ranges are as follows:
(a) Phase 1: the Developer has commenced construction, and is estimated to complete construction between September 30, 2023, and December 31, 2023.
(b) Phase 2: the Developer has commenced construction, and is estimated to complete construction between December 01, 2023, and March 31, 2024.
(c) Phase 4: Is estimated to commence construction between August 01, 2023, and November 30,2023, and is estimated to complete construction between January 30, 2024, and April 30, 2024.
(d) Phase 3: Is estimated to commence construction between February 01, 2024, and May 31, 2024, and is estimated to complete construction between July 01, 2024, and October 31, 2024.

If the Developer proceeds with any subsequent phases of the Development, then the Developer intends to market these phases in separate phased disclosure statements. The estimated date ranges for these subsequent phases are as follows:
(a) Phase 5: Is estimated to commence construction between August 01, 2024, and November 30, 2024, and is estimated to complete construction between January 01, 2025, and April 30, 2025.
(b) Phase 6: Is estimated to commence construction between October 01, 2024, and January 31, 2025, and is estimated to complete construction between April 01, 2025, and July 31, 2025.
(c) Phase 7: Is estimated to commence construction between November 01, 2024, and February 28, 2025, and is estimated to complete construction between May 01, 2025, and August 31, 2025.
(d) Phase 8: Is estimated to commence construction between December 01, 2024, and March 31, 2025, and is estimated to complete construction between July 01, 2025, and October 31, 2025.
13. Section 6.1 - Development Approval: Paragraph 2 of section 6.1 is deleted in its entirely and replaced with the following:

The Developer has obtained building permits issued by the District of Invermere for all phases being marketed under this Disclosure Statement. These building permits for phases 1, 2, 3, and 4 are attached to this Second Amendment as Exhibit L.
14. Section 6.2 Construction Financing: Section 6.2 is deleted in its entirety and is replaced with the following:

The Developer has a satisfactory financing commitment that is sufficient to finance the construction and completion of Phases 1-4, including the installation of all utilities and other services associated with the development units in Phases 1-4.

The satisfactory financing commitment has been arranged through the availability of the Developer's own funds and a commitment of funds from a lender.
15. Section 7.2 - Purchase Agreement: Section 7.2 is deleted in its entirety and replaced with the following:

The Developer will use the forms of purchase agreement substantially in the form attached to this Disclosure Statement as Exhibit J2 (the "Agreement"), subject to any changes agreed to between the Developer and the purchaser.

Exhibit J2 contains the form of purchase agreement to be used for Phases 1-4 Pre-Title sales.
Unless otherwise noted, capitalized terms used in this section 7.2 and not otherwise defined, have the same meaning given to such terms as in the Agreement.

### 7.2.1 Termination Provisions:

The Agreement provides that the Developer may terminate the Agreement under certain circumstances:
i. Paragraph 7 of the Agreement provides that the Developer may terminate the Agreement if the purchaser fails to provide the Deposit as required under the Agreement; and
ii. Paragraph 15 of Schedule A to the Agreement (the "Schedule"), provides that the Developer may terminate the Agreement if the purchaser fails to complete the transaction in accordance with the terms of the Agreement.

The Agreement provides that the Purchaser may terminate the Agreement under paragraph 1(c) of the Schedule to the Agreement (the "Schedule"), the Purchaser may elect to terminate the agreement if the Completion Date has not occurred within 2 years of the date of the Agreement.

### 7.2.2 Extension Provisions:

The Schedule provides in subparagraph 1(d) that the Completion Date may be delayed as the strata lot is not yet complete. Paragraph 1(e) allows the Developer to extend the Completion Date on account of construction delays or at the Developer's discretion in the event that the
strata lot is not ready to be occupied. The Purchaser has no ability to refuse any such extension. Pursuant to subparagraph 1(f) of the Schedule, if the Purchaser wishes to extend for any reason, then the Developer shall not be required to consent to such an extension.

### 7.2.3 Assignment Provisions:

As of January 1, 2019, developers are required under the Real Estate Development Marketing Act to include in the Disclosure Statement a statutorily prescribed notice to purchasers and a set of contractual terms when the developer permits a purchaser to assign a purchase agreement. Section 7.2.3 of the Disclosure Statement, and the provision from the purchase agreement set out below regarding "Assignment", shall serve as this notice to the purchaser and also provide the terms in the purchase contract for dealing with assignments.

## 17. Assignment:

a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
b. Without the Vendor's prior written consent, any assignment of this purchase agreement is prohibited.
c. An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:
i. the party's identity;
ii. the party's contact and business information;
iii. the terms of the assignment agreement.
f. Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes
authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.
g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the Real Estate Development and Marketing Act, namely:
i. for the purposes of administering or enforcing the Real Estate Development Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act;
ii. in court proceedings related to the Acts referred to in subparagraph (i);
iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
v. to the British Columbia Assessment Authority.
h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
ii. file with the administrator designated by the Property Transfer Tax Act (the "Administrator") all of the assignment information; and
iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and
the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

### 7.2.3 Deposit Interest Provisions

Pursuant to section 6 of the Agreement, no interest will be paid on the deposit to the purchaser.

### 7.2.4 Other Provisions of the Agreement

Purchasers are referred to the following provisions in paragraphs $8,9,18,21$, and 30 :
8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as Exhibit B2 to the Second Amendment of the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.
9. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by $5 \%$ without compensation to the Purchaser. If the Strata Lot varies by more than 5\% to the disadvantage of the Purchaser, the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the property as shown on the registered strata plan exceeds 5\% less than as shown in Exhibit B2 to the Second Amendment of the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first $5 \%$ of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5\%.
18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting that deals with amendments to the Form PDeclaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor 's unfettered discretion to exercise the Purchaser's proxy on these matters.
30. Ongoing Development: The Purchaser acknowledges that the Property is part of an ongoing phased development and that further units will be constructed adjacent to the Property, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the development. The Purchaser hereby waives all claims it may have now or in the future against the Vendor, and its successors and assigns relating to the ongoing development and the inconveniences attendant on it.

## Purchasers are recommended to carefully review the entirety of Exhibit J2 in addition to what is outlined above.

## DEEMED REUANCE:

Section $\mathbf{2 2}$ of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained In this Disclosure Statement, If any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section $\mathbf{2 2}$ of the Act.

## DECLARATION:

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the Real Estate Development Marketing Act of British Columbia, as of June 30, 2023.

1345408 B.C. Ltd. by its authorized signatory


Director: Christine Scott


Exhibit A2


Exhibit B2





















## BUILDING 4

(STRATA LOTS 13 AND 15)
MAIN FLOOR


GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1 K0
Ph: 250.409.5157 www.globalraymac.ca

Date: Natarcarartst, 202033

STRATA PLAN EPS (PHASE 4) PRELIMINARY
Sheet 4 of 6












022B 7th Avenue Invermere, BC VOA 1 KO
Ph: 250.409.5157 www.globalraymac.ca

CAD FILE: $22 \times 0025$ ST1 PH6.DWG
Date: January 5th, 2023
Surveyed: DRS
















Exhibit C2

## ASSEMBLY SCHEDULES

## EXTERIOR WALLS



> NO2-6" ICF CENTRE WALL (HR FRR) $\begin{aligned} & -1 / 2^{\prime \prime} \text { GYPSUM NALL BOARD } \\ & -21 / 2^{\prime \prime} \text { RIGD INSULATION }\end{aligned}$

$$
\begin{aligned}
& \begin{array}{l}
-21 / 2^{\prime \prime} \text { RIGID INSULATION } \\
-1 / 2^{\prime \prime} \text { GYPSUM WALL BOARD TYPE ' } X \text {. }
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NO3- DORMER/ATTIC INSULATED WALL
-CLDDING AS PER LELVATIONS
-3/4" VERTICAL WOOD STRAPPING
-AIR BARPIRR
$-1 / 2^{\prime \prime}$ GYPSUM MALL BOARD TTPE 'X
$-2 \times 6$ HOOD SUDS © 16 " $0 . C^{\prime 2}$
-VAPOUR EARRIER
-2 LAYERS $5 / 8$ GYPSUM WALL BOARD TTPE

## INTERIOR PARTITIONS



CEILINGS


CO1- FINISHED CELING
-DIMENSIONAL LUMBER FRAMING FURRING
-YAP UR BARRIER (NHEN EXPOSED TO ATTIC)
 -LON PROFILE TEXTURED FINISH

## ROOFS

$\square$

RO1- INSULATED TRUSS ROOF
-ASHALT SHINGLES
 OPEN NEB TRUSSES (AS PER STRUCTURAL)
BAT FLLED? NSULATION C W HEL STOPS ATF FLLED? INSLLATION CIN HEEL STOPS

RO2- UN-INSULATED CANOPY ROOF
ASPHALT SHINGLES? METAL?

| -UNDERLAY |
| :--- |
| -AR BARRIER |

AR BARRIER
PIMMOOD SHEATHNG (AS PER STRUCTURAL)
DMENIONALRAMMG (SA PR STRUCURLL)
SOFFTTS AND FASCIA AS PER ELEVATIONS

2-2×6 PLUMBING/BEARING PARTITION
$-1 / 2 "$ GYPSUM NALL BOARD
$-2 \times 6$ NOOD STUS 160 O.C.
$-1 / 2 "$ GYPSUM
NOTE: INSTALL LULL HEIGHT MOISTURE RESISTANT
BOARD BEHND ALL PLMMBING FIXTURES

```
PO3-2\times6 FURRED PLUMBING PARTITIO
-2\times6 NOOD STUDS @ 16" O.C.
NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT
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## GENERAL NOTES

10. MANTAN CONTINOUS FIRE RATED SEPARATION AROUND
11. MANTAIN CONTNUOUS FIRE RATED SEPARATON AROUND
12. PROVIDE CONTINOUS SEALANT AROUND BOTH SIES OF AL DOOR AND WIDON FRAMES.
 13. PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS
13. ALL NOOD COMPONENTS DRECTLY A
SILLS SHALL BE PRESSURE TREATED.
14. FURR-H S ALL EXP PRESSURE TREATED. 16. SEE MECHANCAL AND MECHANCAL ANDIOR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED. EQUPMENT. CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUIT ARCHITECTURAL REFLECTED CELIING PLANS ANDIOR 17. CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLES 18. PROVDE ACOUSTCAL SEALANT AT UUNCTIONS OF SOUND RATED PARTITIONS
15. MHEREELECTRICAL OR OTARR OUTLETS OCCUR IN SOUND RATED PARTTION STAGGER THESE OUTLETS 2 STUD SPACES.

## DRAWING SYMBOLS LEGEND












## DOOR ELEVATIONS


berry architecture +associates

SEALS
© THIS IS A COPYRIGHT
DRAWING AND SHALL NOT BE CRANING AND SHALL NOT B WITHOUT WRITTEN PERMISS
OF BERRY ARCHITECTURE
REVISIONS \& ISSUES













## DOOR ELEVATIONS

D


## WINDOW ELEVATIONS



## ASSEMBLY SCHEDULES

## EXTERIOR WALLS

|  | EO1- 6" ICF EXTERIOR WALL |
| :---: | :---: |
|  | -CLA |
| * | -AlR BARRER |
|  | -6" CONCRETE |
|  | -V1 |


INTERIOR PARTITIONS

C
PO1- $2 \times 4$ INTERIOR PARTIIION



PO3- $2 \times 6$ FURRED PLUMBING PARTTION

NOTE INSTAL FULL HEGGT MOLTURE RESISTANT
BOARD BEHND ALL FLUMEMG FIXTURES



| berry architecture +associates |  |
| :---: | :---: |
| SEALS |  |
| - THIS IS A COPYRIGHT DRANING AND SHALL NOT BE REPRODUCED OR REVISED NITHOUT HRITTEN PERMISSIONOF BERRY ARCHITECTURE$\qquad$ |  |
| REVISIONS \& ISSUES  <br> MENDDMY ISSED FOR <br> O2/O1/21 CLIENT REVIEN <br> O2/O3/O3 CLIENT REVEN |  |
|  |  |
|  |  |
| DRAWING TITLE |  |
| scale: As indicated |  |
| DRAWN: RKD |  |
| Checked: IM |  |
| OCT' 21 | $10.0$ |
| 21-070 |  |












WINDOW ELEVATIONS


| WINDOW SCHEDULE |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :---: |
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| B | 11 | $2 \times 2$ | 1220 | 1220 |  |  |


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Pinetree Meadows

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## Exhibit D2

## Strata Property Act

## FORM P

## Phased Strata Plan Declaration

(Sections 221, 222)

I, 1345408 B.C. LTD., INC. NO 1345408, declare
1 That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:
$\begin{array}{ll}\text { PID:013-506-722 } & \text { LOT } 1 \text { DISTRICT LOT } 1092 \text { KOOTENAY DISTRICT PLAN 8385, } \\ & \text { EXCEPT PART INCLUDED IN PLAN NEP20703 AND } \\ & \text { EPP120442 }\end{array}$
2 That the plan of development is as follows:
(a) The development will consist of 8 phases - phases will be developed in the following order; Phase 1, Phase 2, Phase 4, Phase 3, Phase 5, Phase 6, Phase 7 and Phase 8.
(b) Attached hereto as Schedule " $A$ " is a sketch plan showing
(i) all the land to be included in the phased strata plan,
(ii) the present parcel boundaries,
(iii) the approximate boundaries of each phase, and
(iv) the approximate location of the common facilities;
(c) a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase;

| PHASE | COMMENCEMENT* | COMPLETION |
| :---: | :--- | :--- |
| 1 | April 1, 2023 | October 30, 2023 |
| 2 | May 1, 2023 | January 31, 2024 |
| 4 | October 31, 2023 | March 31, 2024 |
| 3 | April 30, 2024 | September 30, 2024 |
| 5 | October 31, 2024 | March 31, 2025 |
| 6 | December 31, 2024 | June 30, 2025 |
| 7 | January 31, 2025 | July 30, 2025 |
| 8 | February 28, 2025 | September 30, 2025 |

*the developer may commence any phase of the development earlier than indicated.
(d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development;

| Phase | Unit Entitlement |
| :---: | :---: |
| 1 | 342 |
| 2 | 480 |
| 3 | 368 |
| 4 | 480 |
| 5 | 480 |
| 6 | 480 |
| 7 | 342 |
| 8 | 480 |
| Total Unit Entitlement: | $\mathbf{3 4 5 2}$ |

(e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase.

| Phase | Number of Strata Lots | Description of Structure |
| :---: | :---: | :--- |
| 1 | 4 | 4 Plex |
| 2 | 4 | 4 Plex |
| 3 | 4 | 4 Plex |
| 4 | 4 | 4 Plex |
| 5 | 4 | 4 Plex |
| 6 | 4 | 4 Plex |
| 7 | 4 | 4 Plex |
| 8 | 4 | 4 Plex |

I will elect to proceed with each phase on or by the following dates:

| Phase Number | Date |
| :--- | :--- |
| Phase 1 | Elected to proceed |
| Phase 2 | Elected to proceed |
| Phase 3 | Elected to proceed |
| Phase 4 | Elected to proceed |
| Phase 5 | October 1, 2024 |
| Phase 6 | December 1, 2024 |
| Phase 7 | February 1, 2025 |

Signed,
1345408 B.C. LTD., INC. NO 1345408

Signature of Applicant
Print Name: $\qquad$

Date of approval: $\qquad$

Signature of Approving Officer: DISTRICT OF INVERMERE: RORY RROMADNIK

Name of Municipality: DISTRICT OF INVERMERE

* Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

Exhibit E2

Strata Property Regulation

## Form V

# SCHEDULE OF UNIT ENTITLEMENT 

(Sections 245(a), 246, 264)
[am. B.C. Reg. 203/2003, s. 5.]

Re: Preliminary Strata Plan EPS, being Phase 1 of a Phased Strata Plan of
PID:013-506-722
LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN
8385, EXCEPT PART INCLUDED IN PLAN NEP20703 AND EPP120442

## STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [check appropriate box], as set out in the following table:
[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the Strata Property Act.

## Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: [month, day, year].

Signature
OR
[ ] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the Strata Property Act.

OR
[ ] (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the Strata Property Act.

Signature of Superintendent of Real Estate

| Strata Lot No. | Sheet No. | Habitable Area in m |
| :---: | :---: | :---: | :---: | :---: |


| 21 | TBD | 171.4 | 171 | 5.0\% |
| :---: | :---: | :---: | :---: | :---: |
| 22 | TBD | 84.7 | 85 | 2.5\% |
| 23 | TBD | 139 | 139 | 4.0\% |
| 24 | TBD | 84.7 | 85 | 2.5\% |
| 25 | TBD | 85.5 | 86 | 2.5\% |
| 26 | TBD | 84.7 | 85 | 2.5\% |
| 27 | TBD | 85.5 | 86 | 2.5\% |
| 28 | TBD | 84.7 |  | 2.5\% |
| 29 | TBD | 171.4 |  | 5.0\% |
| 30 | TBD | 84.7 |  | 2.5\% |
| 31 | TBD | 139 | 139 | 4.0\% |
| 32 | TBD |  | 85 | 2.5\% |
| Total number of lots: 32 | Total unit entitlement: 3452 |  |  |  |

* expression of percentage is for informational purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: $\qquad$ .

Signature of Owner Developer

Signature of Superintendent of Real Estate
(if submitted under section 264 of the Act)

## Exhibit G2



Schedule A to Exhibit G2

| Strata Lot | Unit Entitlement | Annual Strata Fee | Monthly Strata Fee |
| :---: | :---: | :---: | :---: |
| Strata Lot 1 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 2 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 3 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 4 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 5 | 4.00\% | \$2,701.35 | \$225.11 |
| Strata Lot 6 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 7 | 5.00\% | \$3,376.69 | \$281.40 |
| Strata Lot 8 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 9 | .60\% | \$1,080.54 | \$90.01 |
| Strata Lot 10 | .60\% | \$1,080.52 | \$90.01 |
| Strata Lot 11 | 5.00\% | \$3,376.69 | \$281.40 |
| Strata Lot 12 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 13 | 4.00\% | \$2,701.35 | \$225.11 |
| Strata Lot 14 | 1.60\% | \$1,755.88 | \$146. 2 |
| Strata Lot 15 | 5.00\% | \$3,376.69 | \$281.40 |
| Strata Lot 16 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 17 | 5.00\% | \$3,376.69 | \$281.40 |
| Strata Lot 18 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 19 | 4.00\% | \$2,701.35 | \$225.11 |
| Strata Lot 20 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 21 | 5.00\% | \$3,376.69 | \$281.40 |
| Strata Lot 22 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 23 | 4.00\% | \$2,701.35 | \$225.11 |
| Strata Lot 24 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 25 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 26 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 27 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 28 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 29 | 5.00\% | \$3,376.69 | \$281.40 |
| Strata Lot 30 | 2.50\% | \$1,688.34 | \$140.70 |
| Strata Lot 31 | 4.00\% | \$2,701.35 | \$225.11 |
| Strata Lot 32 | 2.50\% | \$1,688.34 | \$140.70 |
|  |  | \$68,074.02 |  |

# PINETREE VALLEY DEVELOPMENT - PINETREE MEADOWS <br> OFFER TO PURCHASE AND AGREEMENT OF SALE PRE-TITLES 

Date of Offer: $\qquad$ day of $\qquad$ 202

Vendor: 1345408 B.C. LTD.

Vendor's Solicitor: Columbia Valley Law Corporation Box 639, $1309-7^{\text {th }}$ Avenue, Invermere, BC V0A 1K0 reception@columbialegal.ca

Purchaser:
$\qquad$ of
Name(s) and Occupation(s)

Mailing Address(es)

Telephone Number(s)

Email Address(es)
Purchaser's Solicitor:

## FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

## Property:

1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Schedule to this Agreement, the following property:
a. A proposed strata lot within the development known as Pinetree Valley Development - Pinetree Meadows located at the civic address of 2128 15 ${ }^{\text {th }}$ Ave, Invermere, British Columbia (the "Development"), legally described as:

PROPOSED STRATA LOT $\qquad$ DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703 AND EPP120442; and
b. The following: range, fridge, dishwasher, washer, and dryer (the "Appliances") (collectively, the "Strata Lot").

Purchase Price:
$\qquad$
$\qquad$
\$ $\qquad$
$\qquad$
\$ $\qquad$
for the Strata Lot Goods and Services Tax - Strata Lot Goods and Services Tax - Appliances

Provincial Sales Tax - Appliances

Total Purchase Price (the "Purchase Price")

Deposit:
2. The Purchaser shall pay a deposit of $\$ 1000$ (the "Initial Deposit") on submission of this Agreement to the Vendor, which shall be fully refundable if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the acceptance date set out therein.
3. Purchaser shall pay a further deposit in the amount of $10 \%$ of the Purchase Price less the initial $\$ 1,000$ deposit, namely $\$$ $\qquad$ (the "Second Deposit"), upon the Purchaser removing, waiving, or declaring fulfilled, any conditions-precedent that is for the sole benefit of the Purchaser, contained in this Agreement. If this Agreement does not
contain any conditions-precedent that is for the sole benefit of the Purchaser, then the Purchaser shall pay the Second Deposit to the Vendor upon the Vendor's execution of this Agreement.
4. The Purchaser shall pay the Initial Deposit and the Second Deposit (collectively, the "Deposit") by way of bank drafts payable to "Columbia Valley Law Corporation in Trust" delivered to the Vendor's Solicitor at the address set out above.
5. The Deposit shall be applied against the Purchase Price.
6. No interest on the Deposit shall be paid or payable to the Purchaser.
7. In the event the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
8. The Deposit shall be returned to the Purchaser:
a. if a condition-precedent contained in this Agreement is not removed, waived or declared fulfilled; or
b. if the Vendor fails to complete the transaction on the Completion Date in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
9. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then the Deposit will be forfeited to the Vendor without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

## Schedules:

10. Schedules A, B, and C attached hereto form an integral part of this Agreement and all terms and conditions of Schedules A, B, and C are incorporated into and form part of this Agreement. The Purchaser acknowledges that the Purchaser has read all paragraphs and schedules of this Agreement.
11. On submission of this Agreement to the Vendor, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

Acceptance:
12. This offer will be open for acceptance up to 5:00 o'clock p.m. on $\qquad$ 202_ (the "Acceptance Date") unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.
13. Upon acceptance by the Vendor by signing a copy of this Agreement, there will be a binding Agreement of Purchase and Sale on the terms and conditions herein set forth.

DATED at $\qquad$ this $\qquad$ day of $\qquad$ 202
[location]

Witness:

Purchaser:
Witness:

This Offer is ACCEPTED by the Vendor this $\qquad$ day of $\qquad$ .

1345408 B.C. LTD.

Per:
Authorized signatory

Witness:

## SCHEDULE A ADDITIONAL TERMS AND CONDITIONS

## 1. Completion Date:

a. The Purchase acknowledges and accepts that the Vendor shall give the Purchaser not less than twenty-one days written notice (the "Notice"), specifying the date that will be the Completion Date (the "Completion Date") and the Notice will be deemed to fix the Completion Date subject to any extensions as provided for in this Agreement.
b. The balance of the Purchase Price shall be paid on the Completion Date.
c. If the Completion Date has not occurred within 2 years of the date of this Agreement, then the Purchaser may elect to terminate this Agreement and the Deposit will be refunded to the Purchaser in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
d. The Purchaser is purchasing a strata lot yet to be completed. The Purchaser acknowledges and accepts that construction and other delays may affect the date on which the Strata Lot is completed. The Strata Lot may be occupied when the District of Invermere has given written permission to occupy the Strata Lot ("Permission to Occupy"). Permission to Occupy refers to the Strata Lot only and not to any other strata lot or the common property within the development.
e. If Permission to Occupy has not been received prior to the Completion Date, then the Vendor may delay the Completion Date from time to time as required by the Vendor until Permission to Occupy has been received. The Vendor shall give notice of such delay not less than 5 business days before the Completion Date.
f. If the Purchaser wishes to extend the Completion Date, then the Purchaser may apply to the Vendor to do so. The Vendor may arbitrarily withhold its consent to any extension of the Completion Date.
2. Possession: The Purchaser shall have vacant possession of the Strata Lot on the day following the Completion Date at 12:00 p.m. Mountain Time.

## 3. Lien Holdback:

a. That portion, if any, of the Purchase Price required by the Builders Lien Act of British Columbia or the Strata Property Act of British Columbia to be held back by the Purchaser in respect of potential builders' lien claims (the "Lien Holdback") shall be held by the Purchaser's solicitor or notary in trust.
b. The Purchaser warrants that the Purchaser will direct the Purchaser's solicitor or notary to pay to the Vendor's solicitor, on the $56^{\text {th }}$ day after permission to occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
c. If the Lien Holdback is not released to the Vendor on the $56^{\text {th }}$ day after permission to occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of $30 \%$ per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the $56^{\text {th }}$ day after permission to occupy the Strata Lot has been issued.
e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.
4. Title: On the Completion Date, the Vendor shall:
a. provide title to the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(2) of the Land Title Act, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
i. the existing encumbrances and legal notations set out in section 4.3 of the Disclosure Statement;
ii. the proposed encumbrances set out in section 4.4 of the Disclosure Statement; and
iii. any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;
(the "Permitted Encumbrances")
and on or before the Completion Date, the Vendor will have taken whatever steps are necessary to obtain or make arrangements for any release or discharge of all liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances registered against title to the Strata Lot. The Vendor shall bear all costs of providing clear title to the Strata Lot as set out in this paragraph.
b. The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public shall pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot.

## 5. Purchaser Financing

a. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, then the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:
i. deposited in trust with its solicitor or notary public the cash balance of the Purchase Price not being financed by the mortgage;
ii. fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
iii. made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
6. No Set-off: Except as expressly set forth in this Agreement or as otherwise mutually agreed to in writing by the Purchaser and the Vendor, the Purchaser's obligation to make the payments provided for in this Agreement shall not be affected by any circumstances including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Purchaser may have against the Vendor.
7. Adjustments, Costs, and GST/PST:
a. The Purchaser shall assume and pay where applicable all real property taxes, federal Goods and Services Tax ("GST") on the value of the Strata Lot, and Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, strata fees, if any, and all adjustments both incoming and outgoing of whatsoever nature made as of the Completion Date.
b. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST due on the value of the Strata Lot and the Vendor shall be responsible for remitting the appropriate amount of tax.
c. The Strata Lot will include the Appliances. The Purchaser agrees that GST and PST is payable by the Purchaser on the Appliances. On the Completion Date, the Purchaser shall pay to the Vendor the amount of the GST and PST due on the value of the Appliances, and the Vendor shall be responsible for remitting the appropriate amount of tax.
8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as Exhibit B2 to the Second Amendment of the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.
9. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by $5 \%$ without compensation to the Purchaser. If the Strata Lot varies by more than $5 \%$ to the disadvantage of the Purchaser, the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the property as shown on the registered strata plan exceeds $5 \%$ less than as shown in Exhibit B2 to the Second Amendment of the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first $5 \%$ of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than $5 \%$.
10. Municipal Services: The Purchaser acknowledges that the Development, including the Strata Lot, may include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development and the Strata Lot as required by municipal authorities and any other government authorities having jurisdiction. The Purchaser acknowledges the current plans for the Development and the Strata Lot may not indicate the
location of all such service facilities and the Vendor reserves the right to amend all or a portion of the service facilities as is deemed necessary by the Vendor, without compensation to the Purchaser.

## 11. Inspection:

a. The Vendor and the Purchaser, or their designated representatives, may make an inspection of the Strata Lot for deficiencies. The Strata Lot shall be inspected at a reasonable time designated by the Vendor prior to the Completion Date.
b. At the conclusion of such inspection, a list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur (the "Deficiency List"). The Vendor and the Purchaser shall sign the Deficiency List and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed deficiencies.
c. The Purchaser hereby acknowledges and agrees that neither the Purchaser nor its representative for inspection, other representatives, agents or assigns shall be allowed access to the Strata Lot except for the purposes of this inspection prior to the Completion Date, except with the express written authorization of the Vendor.
d. If the Purchaser and the Vendor cannot agree on any matter whatsoever relating to a deficiency, the decision of the architect for the Development will be final and binding upon the parties, and no appeal will lie to any court in respect of such alleged deficiency.

## 12. Transaction Documents:

a. The Purchaser shall prepare a Form A Transfer, a Statement of Adjustments without any notes to the Statement of Adjustments, and other documents reasonably required by the Vendor's Solicitor (the "Closing Documents") and deliver them to the Vendor at least five days prior to the Completion Date. No other documents will be accepted by the Vendor.
b. Where property taxes for the Strata Lot are based on an estimated amount, the Vendor and the Purchaser shall make any further adjustments necessary upon receipt of the current tax levy notice.
c. The Purchaser shall bear all costs of preparation and registration of the Closing Documents and delivery of the purchase monies to the Vendor.
13. No Interest in Land: Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the Form A
transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.
14. Civic Address: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in Exhibit B2 to the Second Amendment to the Disclosure Statement, the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
15. Time of the Essence: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
16. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.

## 17. Assignment:

a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
b. Without the Vendor's prior written consent, any assignment of this purchase agreement is prohibited.
c. An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:
i. the party's identity;
ii. the party's contact and business information;
iii. the terms of the assignment agreement.
f. Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.
g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the Real Estate Development and Marketing Act, namely:
i. for the purposes of administering or enforcing the Real Estate Development

Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act,
ii. in court proceedings related to the Acts referred to in subparagraph (i);
iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
v. to the British Columbia Assessment Authority.
h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
ii. file with the administrator designated by the Property Transfer Tax Act (the "Administrator") all of the assignment information; and
iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and
the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.
18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
19. Tender: Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting that deals with amendments to the Form P - Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor 's unfettered discretion to exercise the Purchaser's proxy on these matters.
22. Number and Gender: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
23. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.

## 24. Entire Agreement:

a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material
including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.
b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.
25. Major Delays: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement by reason of major events outside the parties' control, including but not limited to, strikes, riots, equipment failure, natural disaster, war, pandemic, government shutdown, civil unrest, et cetera, then the parties shall be relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period after the delay.
26. Governing Law: It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia.
27. Waiver: A waiver by either party of the strict performance by the other of any provision of this agreement will not constitute waiver of any subsequent breach of such provision or any other provision of this agreement.

## 28. Building Permit

a. Building permits for the Strata Lot have been obtained. Copies of the building permit are available in the Second Amendment of the Disclosure Statement.
29. Satisfactory Financing
a. The Vendor has received a satisfactory financing commitment. Information on the satisfactory financing commitment is available in the Second Amendment of the Disclosure Statement.
30. Ongoing Development: The Purchaser acknowledges that the Property is part of an ongoing phased development and that further units will be constructed adjacent to the Property, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the development. The Purchaser hereby waives all claims it may have now or in the future against the Vendor, and its successors and assigns relating to the ongoing development and the inconveniences attendant on it.
31. Legal Advice: The parties acknowledge that Columbia Valley Law Corporation prepared this contract and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this contract.
32. Construction of Agreement: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the contra proferentem doctrine, shall not apply to the construction of this Agreement.
33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

## Schedule B

## Acknowledgment of Disclosure Statement Receipt

1. The Purchaser consents to receiving a copy of the disclosure statement for the Development and all amendments to it that have been filed (the "Disclosure Statement") by electronic means.
2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement, the Disclosure Statement dated June 30, 2022, the First Amendment to Disclosure Statement dated July 09, 2022, and the Second Amendment to Disclosure Statement dated June 30, 2023.
3. The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a receipt by the Purchaser in respect of the Disclosure Statement.
4. The Disclosure Statement relates to a development property that is not yet completed. The Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.

Dated: $\qquad$ day of $\qquad$ 20 $\qquad$ _.

Print Purchaser's name:

Print Purchaser's name:

## Schedule C

## Addendum

This is an addendum to the offer to purchase and agreement of sale dated: $\qquad$ between 1345408 B.C. LTD. (the "Vendor") and (the "Purchaser") for the Proposed Strata Lot ___ District Lot 1092 Kootenay District Plan 8385, except part included in plan NEP20703 and EPP120442 (the "Strata Lot").

The Purchaser and Vendor hereby further agree as follows:
$\qquad$
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Purchaser:

Purchaser:

1345408 B.C. LTD.

Per:
Authorized signatory

Witness:

Witness:

Witness:

Exhibit K

AN TITLE OFFICE

## IMAGED 'Ya SEP 17 then 26

LAND TITLE ACT

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) RANDALL K. MCROBERTS BARRISTER \& SOLICITOR POO. BOX 1049 INVERMERE, BIC VOA 9 KO (604) 342-6975


TERRA REGISTRY SERVICES LTD.
2. Parcel Identifier(S) and Legal. Description(S) of Land: *

c 013-506-722
Lot 1, District Lot 1092, Kootenay District, Plan 8385
g\&oanM except part included in Plan NEP $\qquad$ .

3. Nature of Interest: -

Description

Document Reference (page and paragraph)
Statutory Right of Way Section 214

Page 4 - Para A

Person Entitled to interest

Transferee
89/17/93 A7906 OT/FLAN 50.00 09/17/73 A7906 CHARGE 50.00
4. TERMS: Pan 2 of this Instrument consists of (select one only)
(a) Filed Standard Charge Terms
[] D.F. No.
(b) Express Charge Terms
Annexed as Part 2
(c) Release
$\square$ There is no Parl 2 of this Instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. It (c) is selected. the charge described in lem 3 is released or discharged as a charge on the land described in lem 2.
5. TRANSFEROR (S):

LEO PATRICK KIENITZ and DIANNE YVONNE KIENITZ
6. TRANSFEREE (S): (lncunding posit adcress(es) and posit coders)]

DISTRICT OF INVERMERE, A Municipality having an office at and postal address of 709 - 10 th Street, P.0. Box 339, Invermere, B.C. VOA 1 KO.
7. ADOITIONAL OR MODIFIED TERMS: *

N/A
8. EXECUTION(S): This Instrument creates, assigns, modifet, enlarges, discharges a govems the priority of the interesil(s) described in them 3 and the Transterot(s) and every other signaiory agree to be bound by this Instrument, and acknowlodge(s) receipt of a true copy of the tied standard charge lerms, il any.


OfFICER Ceatification:
Your signalure consilitutes a reprosentalion that you are a sollcilor, notary public or other person aulhorized by the Evidence Acl, R.S.B.C. 1979. c. 116 , to take amildavits lor use in Britsh Columbia and centifes the matiers sel out in Pan 5 of the Land TAle Act as they pertain to the execulion of this instrument.

* If space insutticient, enter "SEE SCHEDULE" and atlach schedule in Form E.

LAND TITLE ACT
FORA D

Page 3

Transferor/Borrower/
Party Signature(s)

DISTRICT OF INVERMERE
by its authorized signatory(ies)


LESLIE HARMSWORTH (ACTING MAYOR)

OFFICER GERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979, c. 116 , to take affidavits for use in British Columbia and certifies the mstters set out in Part 5 of the Land Titie Act as they pertain to the execution of this instrument.

# STATUTORY RIGHT OF WAY <br> <br> Land Title Act - Section 214 

 <br> <br> Land Title Act - Section 214}

THIS AGREEMENT is dated for reference the day of July, 1993. BETWEEN:

```
LEO PATRICK KIENITZ DIANNE YVONNE KIENITZ
P.O. Box 2035
Invermere, British Columbia, V0A 1 K 0
(the "Grantors")
```

OF THE FIRST PART
AND;
DISTRICT OF INVERMERE
709 - 10th Street
P.O. Box 339

Invermere, British Columbia, V0A 1 K0
(the "Municipality")
OF THE SECOND PART
WHEREAS:
(a) The Grantors are the registered owners in fee simple of land within the District of Invermere, legally described as:

Parcel Identifier: 013-506-722
Lot 1, District Lot 1092, Kootenay District, Plan 8385
except part included in Plan NEP. $\qquad$ .
(the "Lands")
(b) To facilitate the establishment, construction, operation, maintenance, repair, extension, addition, alteration, protection or improvement of one or more systems of:
(i) sewer works and related fixtures and equipment for the collection and conveyance of sewage, and
(ii) water works and related fixtures and equipment for the collection and distribution of water
(collectively the "Sewer Works and Water Works")
the Grantors have agreed to grant a statutory right of way to the Municipality.

Part 2 of Terms of Instrument
(c) The statutory right of way is necessary for the operation and maintenance of the Municipality's undertaking.

NOW THEREFORE in consideration of $\$ 1.00$ paid by the Municipality to the Grantors (the receipt and sufficiency whereof is acknowledged) and in consideration of the terms herein:

## 1. THE GRANTORS:

(1) Grant in perpetuity unto the Municipality, the full, free and uninterrupted right to lay down, install, construct, entrench, maintain, inspect, alter, remove, replace, bury, use, protect and otherwise establish and operate one or more systems of:
(a) Sewer Works for the collection and conveyance of sewage, and
(b) Water Works for the collection and distribution of water,
in, upon, under and across that part or parts of the Lands within the area shown outlined in heavy black on the Reference Plan of a portion of Lot 1, District Lot 1092, Kootenay District, 及ay 833 and a portion of Lots 13, 14, 15 and 16, District Lot 7882, Kootenay District, Plan NEP $\qquad$ deposited in the Nelson Land Title Office under section $99(1)(e)$ of the Land Title Act and certified correct on the 31st day of May, 1993 by M. Paterenterson, B.C.L.S. (the "Right of Way Area").
(2). Agree that for the purposes of section 1(1), the Municipality by its employees, agents, workers, contractors and licensees is entitled at all times to enter the Lands with or without machinery, vehicles, equipment or materials and to remove soil and clear trees or other obstruction, as may be necessary or convenient in relation to the Sewer Works and Water Works.
(3) Will not erect, place, install, or maintain any building, structure, mobile home, concrete, asphalt or other surfacing, pipe, wire or other conduit on, over, or under any portion of the Right of Way Area that interferes with, damages, or obstructs access to, or is likely to cause harm to the Sewer Works and Water Works.
(4) Will not do nor knowingly permit to be done anything which will interfere with or injure the Sewer Works and Water Works and in particular will not carry out any blasting on or adjacent to the Right of Way Area without prior consent in writing of the Municipality, provided that such consent shall not be unreasonably withheld.
(5) Will not substantially diminish the soil cover over any of the Sewer Works and Water Works installed in the Right of Way Area and in particular, without limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Sewer Works and Water Works.
(6) Will upon reasonable request and at the cost of the Municipality do and execute all further lawful acts, deeds and assurances for the better assuring unto the Municipality of the rights hereby granted.

## 2. THE MUNICIPALITY:

(1) Will not bury any debris or rubbish of any kind in excavation or backfill and will remove shoring and like temporary structures as backfilling proceeds.

Part 2 of Terms of Instrument
Page 6
(2) Will thoroughly clean the Lands of all rubbish and construction debris created or placed thereon by the Municipality.
(3) Will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry to the Lands, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands, provided however, that nothing herein contained shall require the Municipality to restore any trees or other surface growth, but the Municipality shall leave such lands in a condition which will not inhibit natural regeneration of such growth.
(4): Will, as far as reasonably possible, carry out all work in a proper and workerlike manner so as to do as little injury to the Lands as possible.
(5) Will make good, at its own expense, all damage or disturbances which may be caused to the surface soil of the Lands in the exercise of its rights hereunder.
3. THE PARTIES AGREE as follows:
(1) Notwithstanding any rule of law or equity to the contrary the Sewer Works and Water Works within the Right of Way Area shall remain the property of the Municipality and may be removed in whole or in part by the Municipality.
(2) In the event that the Municipality abandons the Sewer Works and Water Works or any part thereof, the Municipality may with the consent of the Grantors, leave the whole or any part of the Sewer Works and Water Works in place and will, at its expense, file the required documentation to release this Agreement and any related charge against the title to the Lands in the Nelson Land Title Office.
(3) No part of the title in fee simple to the Lands shall be vested in the Municipality under this Agreement and the Grantors may fully use and enjoy all of the Lands subject only to the rights and restrictions herein.
(4) The covenants herein shall run with the land and none of the covenants herein shall be personal or binding upon the Grantors, save and except during the Grantors' ownership of the Lands.
(5) If at the date hereof the Grantors are not the sole registered owners of the Lands, this Agreement shall nevertheless bind the Grantors to the full extent of its interest in fee simple, and this Agreement shall extend to any after acquired interest.
(6) This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors, and assigns.
(7) This Agreement is a Statutory Right of Way as provided for in section 214 of the Land Title Act of British Columbia.

IN WITNESS WHEREOF the parties have caused their hands and seals to be affixed and caused its corporate seal to be affixed in the presence of its duly authorized officers as of the day and year first above written.

Part 2 of Terms of Instrument


The Corporate Seal of the DISTRICT OF INVERMERE was hereuntp ffixed iq the

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.


1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Randall K. McRoberts Law Corporation
Randy McRoberts, Barrister and Solicitor
613-12th Street, P.O. Box 1049
Invermere
Document Fees: \$71.90

Telephone: (250) 342-6975
LTO \# 10809
File \#11368
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PD]
[LEGAL DESCRIPTION]
013-506-722
LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703

STC? YES
3. NATURE OF INTEREST

CHARGE NO.
ADDITIONAL INFORMATION

## Restrictive Covenant

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) $\square$ Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
5. TRANSFEROR(S):

## LEO PATRICK KIENITZ AND DIANNE YVONNE KIENITZ

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

DISTRICT OF INVERMERE
P.O. BOX 339

INVERMERE
BRITISH COLUMBIA
VOA 1KO CANADA
7. ADDITIONAL OR MODIFIED TERMS:

N/A
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.

Officer Signature(s)

RANDALL K. MCROBERTS
Barrister \& Solicitor
P.O. Box 1049

613-12th Street
Invermere, B.C.
VOA 1K0
250-342-6975

| Execution Date |  |  | Transferor(s) Signature(s) |
| :---: | :---: | :---: | :---: |
| Y | M | D |  |
| 10 | 06 | 22 |  |
|  |  |  | LEO PATRICK KIENITZ |
|  |  |  | DIANNE YVONNE KIENITZ |

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.

## SECTION 219 COVENANT

## BETWEEN:

## LEO PATRICK KIENITZ and DIANNE YVONNE KIENITZ

(the "Grantor")
OF THE FIRST PART
AND:

## DISTRICT OF INVERMERE

(the"Grantee")
OF THE SECOND PART

## WHEREAS:

A. The Grantor is the registered owner in fee simple of the lands situate in the Province of British Columbia, more particularly known and described as:

Lot 1 District Lot 1092 Kootenay District Plan 8385, Except Part Included in Plan NEP20703

> (hereinafter referred to as the "Lands");
B. The Grantor proposes to subdivide the Lands and as a condition to the approval of the subdivision, the Grantee requires this Covenant to be registered against the Lands restricting the height of any future buildings to be built on the Lands;
C. Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of the land or providing that such land is not to be built upon except in accordance with the covenant

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee as follows:

1. The Grantor hereby covenants and agrees with the Grantee as a covenant in favor of the Grantee pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Grantor that the provisions hereof shall be annexed to and shall run with and be a charge upon the Lands, that from and after the date hereof no building shall be constructed or built upon the Lands with a height exceeding 7.5 metres as determined by the Grantees Zoning Bylaw No. 1145, dated as of November 2002.
2. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
3. 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.
4. 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 parts or sections had never been included in this Agreement.
5. This agreement shall be interpreted according to the laws of the Province of British Columbia.
6. 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.

## END OF DOCUMENT

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

I, Randall K. McRoberts, Barrister and Solicitor, declare that:
On document CA1641649

1) Under \#3 Nature of Interest; I selected that this was a "Restrictive Covenant", rather than a "Covenant".
2) On the Terms of Instrument, (Page 3 of document CA1641649, under \#1), I made reference to the "Grantees Zoning Bylaw No. 1145.

Please amend the the document by;
a) Under \#3 Nature of Interest, deleting "Restrictive Covenant" and replacing it with "Covenant".
b) On the Terms of Instrument (Page 3 of document CA1641649, under \#1) deleting the phrase "as determined by the Grantees Zoning Bylaw No.1145, dated as of November 2002."

I make this declaration, based on personal information.

## Randall K. McRoberts

## NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Stephanie White, agent for British Columbia Hydro and Power Authority 12th Floor, 333 Dunsmuir Street Vancouver BC V6B 5R3 (604) 623-4241
2. Description of Land

| PID/Plan Number | Legal Description |
| :--- | :--- |
| $\mathbf{0 1 3 - 5 0 6 - 7 2 2}$ | LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN |
|  | NEP20703 |

3. Nature of Interest

| Type | Number | Additional Information |
| :--- | :--- | :--- |
| STATUTORY RIGHT OF WAY | Transferee (BC Hydro) |  |
| STATUTORY RIGHT OF WAY | Transferee (TELUS) |  |

4. Terms

Part2 of this instrument consists of:
(a) Filed Standard Charge Terms
D F Number: $\mathbf{S T 2 1 0 0 0 4}$

Includes any additional or modified terms.
5. Transferor(s)

1345408 B.C. LTD., NO.BC1345408
6. Transferee(s)

## BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

333 DUNSMUIR STREET
VANCOUVER BC V6B 5R3
TELUS COMMUNICATIONS INC.
BC1101218
\#1-15079-64TH AVENUE
SURREY BC V3S 1X9
7. Additional or Modified Terms

SEE SCHEDULE

Land Title Act
Charge
General Instrument - Part 1
8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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/Transferee / Party Signature(s) |
| :---: | :---: | :---: |
|  | mry-MM-DD | 1345408 B.C. LTD. <br> by its Authorized Signatory(ies) |
| Brittany Morrow | 2022-07-09 |  |
| Lawyer |  |  |
| Columbia Valley Law Corporation |  | PRINT NAME: Christine Scott |
| Box 639-1309 7th Avenue |  |  |
| Invermere BC VOA 1 KO |  |  |
| Telephone: (250) 342-6904 |  |  |
| E-Mail: brittany@columbialegal.ca |  |  |
| as to Christine Scott's signature |  |  |

## 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 Part5 of the Land TitleActas they pertain to the execution of this instrument.

## Electronic Signature

Your electronic signature is a rep resentation 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.

> Alan Ives Chim GBW49K

Digitally signed by Alan Ives Chim GBW49K
Date: 2022-08-16 10:14:13-07:00
7. ADDITIONAL OR MODIFIED TERMS:
7.1 The Standard Charge Terms ST210004 are amended by deleting the definition of "Area of the Works" in section 1.1 in its entirety and inserting the following therefor:
"1.1 "Area of the Works" means that portion of the Land located within 3 metres of either side of the centre of the alignment of the Works;"
7.2 The Standard Charge Terms ST210004 are amended by deleting the definition of "Works" in section 1.1 in its entirety and inserting the following therefor:

## "1.1 "Works" means:

(a) above ground, pad-mounted or underground transformers (including associated pads), underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro's distribution system; and
(b) above ground, pad-mounted or underground transformers (including associated pads), fibre optic cables, underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS's telecommunication and data transmission system."

## END OF DOCUMENT

Land Title Act
KAMLOOPS LAND TITLE OFFICE
Charge
General instrument - Part 1

1. Application

Columbia Valley Law Corporation Barristers \& Solicitors
PO Box 639, 1309 7th Ave.
Invermere BC VOA 1K0
250-342-6904
2. Description of Land

| PID/Plan Number | Legal Description |
| :--- | :--- |
| $013-506-722$ | LOT 1 DISTRICT LOT 1092 K00TENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN |
|  | NEP20703 AND EPP120442 |

3. Nature of Interest

| Type | Number | Additional information |
| :--- | :--- | :--- |
| RESTRICTIVE COVENANT |  |  |

4. Termis

Parl2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2
5. Transferorts

1345408 B.C. LTD., NO. 1345408
6. Transferee(s)

DISTRICT OF INVERMERE
MUNICIPAL HALL
BOX 339, 914 -8TH AVENUE
invermere bc voa 1ko
7. Additional or Modified Terms

Land Title Act
Charge
General instrument - Part 1
8. Execution(s)

This instrumentereates, assigns, modifies, enlarges or governs the priority of the interest(s) deseribed in ftem 3 and the Transferor(s) and every other signatory agree to be bound by this insirument, and acknowledge(s) receipiof a usue copy of the filed standard charge terms, if any.

| Witnessing Officer Signoture | Execution Date | Transferor / Transferec / Party Signatures) |
| :---: | :---: | :---: |
|  | mrnmmbo | 1345408 B.C. L.TD. <br> By their Authorized Signatory |
| Katelynn O'Neill | 2023-03-01 |  |
| Barrister \& Solicitor |  |  |
| Columbia Valley Law Corporation |  | Christine Scott |

PO Box 639, 1309-7th Ave.
Invermere BC VOA 1 KO

## Officer Certification

Your signature consitutes a representation thatyou are a solicitor, notary public or other person authorized by the Evidence Acl, R.S.B.C. 1996, c. 124, to take affidavit for use in British Columbia and cerifics the maters setout in Part 5 of the Land Fite Actas they pertain to the exccution of this instrument.

| Witnessing Officer Signature | Execution Date | Trans ieror / Transieree / Party Signature(s) |
| :---: | :---: | :---: |
|  | MrlMM-DD | District of Invermere By their Authorized Signatory |
|  | 2023-03-03 |  |
| Barrister \& Solicitor <br> Columbia Valley Law Corporation |  | Rory Hromadnik |

## Officer Certification

Your signature constitutes a representation thatyou are a solicitor, notary public or other person authorized by the Eviderce Ace, R.S.B.C. 1996, C. 124 , to take affidavit for use in British Columbia and cerifies the matuers setout in Part 5 of the Land Fite Actas they pertain to the execution of this instrument.

## Electronic Signature

Your electronic signature is a representation thatyou are a designate authorized to certify this document under section 160.4 of the Iund Tife Act RSBC 1996 c. 250 , that you certify this document under section 168.41 (4) of the act, ond that an execution copy, or a truc copy of that execution copy, is in your possession.

## Katelynn Marie O'Neill EQ3CQF

Digitally signed by Katelynn Marie O'Neill EO3COF Date: 2023-03-03 09:47:52-08:00

## TIEMS OR Tnstrimmint-Part 2 Shemon 219 Covinant

THIS AGREEMENT dated for reference jantary 26,2023 , is

BETWEEN:
1345408 B.C. L'TD.
10 Box 639
Invermere, B.C., VOA 1K0

## (the "Owner")

AND:
DISTRICT OF INVERMERE
Municipal Hall
Box 339.914-8in Avenue
Invermere, B.C., V0A 1 K 0
(the "Municipality")

## WHEREAS:

A. The Owner is the registered owner in fee simple of the lands in Invermere, British Columbia, legally described as LO'I 1 DISTRICT LO'T 1092 KOOTENAY DISTRICI' PI.AN 83385, EXC.EPT PART [N(CLUDED IN PLAN NEP20703 AND RPP120442; PID: 013-506-722 (the "Remainder Lot");
B. The Municipality is a municipality incorporated pursuant to the laws of the Province of British Columbia;
6. The Owner has provided the Municipality with the report of the engineer, which report is attached to this Agreement as Schedule A (the "Report");
D. l'age 4 of the Report details a geotechnical covenant area, outlined in purple and pink (the "Geotechnical Covenant Area");
E. Section 219 of the Land Title Act provides that a covenant, whether of a negative or positive nature, in respect of land that is not to be built on, used, or subdivided except in accordance with the covenant, may be granted in favour of a municipality and may be registered as a charge against title to that land; and
F. The Owner wishes to grant, and the Municipality accepts, the section 219 covenant contained in this Agreement over the Ceotechnical Covenant Area on the Remainer J.ot.

THIS AGREFMF:NT is evidence that in consideration of payment of $\$ 1.00$ by the Municipality to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the Municipality as follows:

1. The Owner shall not place, install, construct, or maintain any embankment, fill, improvement, building, or any structure of any kind in the Geotechnical Covenant Area on the Remainer Lot, except in accordance with the Report or an additional geotechnical report conducted by a Grotechnical I'. Engineer on the Geotechnical Covenant Area on the Remainer Iot.
2. The Owner will reimburse the Municipality for any expense that may be incurred by the Municipality as a result of a breach of a covenant under this Agreement by the Owner.
3. The Owner and the Municipality agree that the enforcement of this Agreement will be entirely within the discretion of the Municipality and that the execution and registration of this covenant against the title to the Remainer Lot will not be interpreted as creating any duty on the part of the Municipality to the Owner or to any other person to enforce any provision of this $\Lambda$ greement.
4. The Owner releases and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions. causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the (wner of this Agreement, or any default of the Owner under or in respect of this $\Lambda$ greement.
5. The parties agree that this $\Lambda$ greement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and
to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
6. Fivery obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted unders. 219 of the land Title Act in respect of the Remainer Lot and this Agreement burdens the Remainer Lot and runs with it and binds the successors in title to the Remainer Lot. This $\Lambda$ greement burdens and charges all of the Remainer Lot and any parcel into which it is subdivided by any means and any parcel into which the Remainer [.ot is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Remainer I.ot.
7. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the land Title Act.
§. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this $\Lambda$ greement does not operate as a waiver of any other breach of this Agreement.
8. If any part of this $A$ greement is held to be invalid, illegal, or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
9. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
10. 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 herein are enactments of the Province of British Columbia.
11. This Agreement is the entire agreement between the parties regarding its subject.
12. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
13. The parties must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
14. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Fach counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreoment. This Agreement may bedelivered by electronic means.
15. No rule of construction shall apply to the disadvantage of the Owner on the basis that the Owner has prepared this Ayreement.
16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNFSS WHIEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C. attached to and forming part of this Agreement.

## Schedule A-Report



BENEBAT:ON

## 0. $4 \times 4$

## Generation Homes

## Retaining Wall Design

|  | SITE INFORMATION |
| :--- | :---: |
| SITE NAME | PINETREE MEADOWS |
| CLIENT | GENERATION HOMES |

## PINETREE MEADOWS

Invermere, BC.
LOT 1, PLAN NEP8385, DISTRICT LOT 1092, KOOTENAY LAND DISTRICT, EXCEPT PLAN NEP20703



Prepared By:


Materials and Specifications:
Retaining Wall System: Tensar SierraScape MSE Retaining Wall System
Basket: Tensar SierraScape Facing Unit With Stone Facing
Dimensions: Height - 457 mm
Depth -457 mm
Face Area: 1.296 mz

- Batter: 50 mm per course; 6.3 degrees
- Facing Fill: 50 mm to 100 mm clear washed stone or equivalent pre-approved by Geotechnical Engineer.
- Conmpacted Fill: 75 mm minus pit run gravel and sand or crushed gravel, $<5 \%$ passing the 0.075 mm sieve. All backfill to comprise well-graded gravel and sand meeting specifications as Select Granular Sub-Base (SGSB) or pre-approved material by the Geotechnical Engineer.
- Backfill material is to be placed in 200 mm (loose thickness) lifts and conipacted with repeated passes of a vibrating drum) roller or vibrating plate conpactor. Use care when conpacting close to the facing units to avoid displacement to exceed Optimum value by more than $2 \%$ Additional field density testing may be required by the Engineer based on review of the previous test results or observed materials behaviors and placement methods. behaviors and placement methods.
- Native Subgrade: Silt/Clay, some Gravel, trace Sand (ML)
- Basket Base: $100 \mathrm{~mm}\{$ min\} of 25 mm crushed gravel
- Subgrade soils to be clear of all organics, vegetation, fill, and other deleterious materials. Base surfaces to be leveled and proofed with several passes of a vibrating plate plate or drum roller. Loose or soft materials to be removed and replaced with crushed gravel, and compacted in place.
- Geogrid: Tensar UX1500 or approved equivalent, Ultimate Tensile Strength $>=114 \mathrm{kN} / \mathrm{m}$ and Long Term Design

Tensile Strength $>41 \mathrm{kN} / \mathrm{m}$.

- Geogrid to be set with High Strength direction perpendicular to the wall face at lengths and elevations as shown. Geogrids are not to be spliced or otherwise joined. Geogrid to be stretched taut after placement of each facing unit Hold geogrid in place with stakes or pins, or use other means when placing gravel. Backfill is to be placed starting close to the wall, and spread back from there to avoid creating puckering or slack
- Longer geogrid length for higher wall configuration is to be used within one metre of transitions or steps.
- Geogrid length is measured from the wire form connection point to the thick transverse elements. Geogrid length se "tails".
- Where geogrids will overlap at outside wall corners, the geogrid layers are to be separated by min. 150 mm of compacted gravel.
Toe Drain: Piping, 100 m m perforated PVC, CSA B-182.1, perforations to be installed facing down, pipe to be fully encompassed by 19.25 mm clear washed gravel and wrapped in non woven geotextile
- Toe drain clean-outs and discharge points to be installed as per Geotechnical Engineer's Recommendations
- Install fence or guardrail at entire wall perimeter as per BC Building Code.
- Field Reviews by the Geotechnical Engineer are required to review the bearing surface prior to the placement of the first row of blocks, to review the placement of the first row of blocks, placement of geogrid, placement and compaction of backfill material, and approval of backfill material and geogrid.
- Field Review Schedule will be established following the issue of Issued for Construction Drawings.
- This is the conceptual design for the proposed retaining wall heights. The layout and location of the walls and the
- This conceptual design assumes that the elevation of the first row of blocks is variable along the entire wall. The elevation at the top of the wall is variable along the length of the wall.
- References
- Clapp, Douglas. March 1, 2022. "Geotechnical Site Investigation - Revised March 1, 2022 Proposed Multi-Fannily Units, 2128 15th/ Avenue District of Invermere, $\mathrm{BC}^{\prime \prime}$ Groundtech Engineering Ltd.
-. Clapp, Douglas. May 27, 2022. "Geohazard Assessment Proposed Four-Lot Subdivision Pinetree Drive District of Invermere, BC" Groundtech Engineering Ltd.


## Wall Design:

- Design of this retaining wall has been completed in accordance with EGBC Professional Practice Guidelines - Retaining Wall Design (February 25, 2022).
- Design does not account for installation on bedrock. If bedrock is encountered during construction design will be modified to accommodate site conditions.
- Sloping and excavation are to be completed in accordance with WorkSafe BC Part 20 Guidelines or under direction of

Geotechnical Engineer.

- Toe drain clean out and discharge points are to be established prior to construction in accordance with Civil Engineering Plan
- Static global stability exceeds a Factor of Safety of 1.5 , and exceeds 1.1 under seismic conditions
- Wall design meets or exceeds acceptable factors of safety in relation to soil bearing capacity, overturning, sliding at base, slip on reinforcement and reinforcement pull out under static and seismic conditions under anticipated surcharge base, slip on reis.
and point loads.
- Bearing Capacity: Maximum static design load of 255 kPa for 15 course walls section. Assumed wall base width of 6.46 m provides allowable bearing capacity of 500 kPa and Serviceability Limit State of 335 kPa . Bearing details for shorter wall sections can be provided by the Geotechnical Engineer upon request
- A prelininary estimated Geotechnical Setback Boundary has been illustrated within this design, final setback location is to be determined and verified by the Geotechnical Engineer during construction.
- Design is substantially complete, construction supervision and field review is required. Design may be subject to revision based on actual site conditions encountered during construction

| Soil Properties | Phi' <br> (Deg) | Cu <br> $(\mathrm{kN} / \mathrm{m})$ | Unit Weight <br> $(\mathrm{kN} / \mathrm{m})$ |
| :--- | :--- | :--- | :--- |
| Reinforced Fill | $35^{\circ}$ | 0 | 21.0 |
| Retained Fill | $30^{\circ}$ | 2 | 19.0 |
| Native Subgrade Soil | $30^{\circ}$ | 2 | 19.0 |
| Engineered Foundation Fill | $35^{\circ}$ | 0 | 21.0 |

Engineered Foundatio
surcharge
Vehicle point Loads: BCL625 loading, $70 \mathrm{kN} / \mathrm{m} 2$

| Tensar UX1500 Uniaxial GeogridReinforcement |  |
| :---: | :---: |
| Number of Courses (Includes one full buried course) | Embedment Distance (m) |
| 2.3 | 1.0 |
| 4.5 | 2.0 |
| 6.8 | 3.0 |
| 9.12 | 4.0 |
| $13-14$ 15 | 5.5 6.0 |

## WSYMESUR



|  |  | SITE: PINETREE MEADOWS CLIENT: GENERATION HOMES STRUCTURE NAME: PERIMETER WALL | + |  |  |  | Intanne int:CONSTRUCTION NOTES |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |
|  |  |  | ${ }^{2}$ | 280122 | 1ssutu for cutel remeen | ${ }^{1 \times 1}$ | S.BENDIG P.ENG | E.KLEINDIENST P.ENG |
|  |  |  |  | 221212 22112 | issuev rorcheni revew ISSUEU ORRCLEENI RENEW | $\begin{aligned} & x_{x} \\ & x_{x} \end{aligned}$ |  |  |




NOTES:

1. Place and compact wall structure and backfill to 0.91 m below finished grade
2. Place a 1.2 m section of 150 mm PVC casing at desired spacing, a minimum of 0.89 m behind the face of the top wall course.
3. Construct remaining wall courses, placing geogrid over or around the PVC casing as required and compacting backfill adjacent to the casing
4. Install post, cut casing to the desired surface height and fill with 20 MPa (min.) concrete, or in accordance with project specifications.


NOTES:

1. SEE SIERRASCAPE FACING UNIT DETAIL FOR FACING MATERIAL AND DIMENSIONS.
2. OFFSET AS NEEDED TO ACHIEVE OVERALL BATTER AS SHOWN IN THE CROSS-SECTIONS
3. OPTIONAL - A THIN LAYER ( 50.8 mm MIN.) OF FINER STONE ( $6.1 \mathrm{~mm}-25.4 \mathrm{~mm}$ ) MAY BE PLACED AT THE TOP OF EACH UNIT TO PROVIDE A LEVEL SURFACE FOR THE UNIT ABOVE.

HANDRAIL OR FENCE POST DETAIL
AT TOP OF SIERRASCAPE WALL
NOT TO SCALE

SIERRASCAPE STONE FACING DETAIL
NOT TO SCALE
Msuen rox
PREMTTNE






Page 15 of 24









Land Title Act
Declaration
Related Document Number: CB502444 Fee Collected for Document: $\mathbf{\$ 0 . 0 0}$

I, Katelynn O'Neill, Lawyer, declare that:

1. The covenant granted in paragraph 1 of the terms of instrument only charges part of the lands, but the area has not been adequately defined.

Reference Plan EPP128126 has been submitted for registration.
Part 3 of the Form C has been amended to include the following under Additional Information:
"That Part of Lot 1 District Lot 1092 Kootenay District Plan 8385, Except Part Included in Plan NEP20703 and EPP 120442 as Shown on Plan EPP128126"

Recital D of Part 2 Terms of Instrument has been amended to read as follows:
"Plan EPP 128126 details the covenant area, outlined in bold, over a part of the Remainder Lot (the "Geotechnical Covenant Area")."
2. The nature of interest applied for in Item 3 of the Land Title Act Form C (Charge) is not the same as the interest granted in paragraph 1 of Part 2 Terms of Instrument. The interest in land applied for in Item 3 has been amended from "Restrictive Covenant" to "Covenant".
3. We have received consent to amend the covenant. The original of the instrument in our possession has been amended and the parties have consented to the amendment.

## Electronic Signature

Your electronic signature is a representation that
(a) You are a subscriber under section 168.6 of the Land Titte 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, or
(b) You are a designate authorized to certify this application under section 168.4 of the Land Titte Act, RSBC 1996, c.250, that you certify this application under section 168.43 (3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
(c) If the purpose of this declaration is to bring to the attention of the registrar an error. omission or misdescription in a previously submitted document under section
168.55 of the act, you certify that, based on your personal knowledige or reasonable belief, this declaration sets out the material facts accurately.

[^0]
## Exhibit L

## District of Invermere

Date: 28-Mar-2023 Page: 1 Issue Date: 17-Mar-2023 Time: 8:52 am

| roso No: | Neighborhood Cosk |
| :--- | :--- |
| 53200248.070 | 532111 |


| Permit Typer | Permit | Estimated Value of Construction: | SO Meters: |
| :---: | :---: | :---: | :---: |
| MFD - MULTI FAMILY DWELLING PERMIT | 2023010 | 675.000.00 | 160 |

Pursuant to the bylaws applicable to the District of Invermere I, being the owner or acting with the consent of the owner, hereby make application

| Description of Work: | CONSTRUCTION OF A UP AND DOWN 4 PLEX BUILDING UNITS 21-24 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Unit | Street \# | Street Name: |  |  |  |  |
| Address/Location: |  | 2128 | 15TH AVE |  |  |  |  |
| Lot: | Dist Lot: | Block: | Plan No: | Sectione | Township: | Land District | P1D: |
| Legals: $\quad 1$ | 1092 |  | NEP8385 |  |  | 26 | 013-506-722 |
|  |  |  |  | District | Area: | Zone: | No. of Units: |
| Proposed Use: N | MULTI-FAMILIY |  |  | 1 | I | RB | 4 |


| OWNER | Namet 1345408 B.C. LTD |  |  |
| :---: | :---: | :---: | :---: |
| Phone: 250 | Add BOX 639 |  |  |
| Fax _........................ | Add |  |  |
|  | Cty INVERMERE | Prov: BC | Postal Code VOA 1 KO |
| CONTRACTOR | Name GENERATION HOMES |  |  |
| Phone: | Add: |  |  |
| Fax | Add: |  |  |
| ************ | Cly | Prov: | Postal Code: |

Date:
Signature Of Applicant:
Conditions: ALL CONDITIONS NGTED ON THE ATTACHED COVER LETTER ARE APPLICABLE TO THE BUILDING PERMIT. INSPECTIONS AR 4 REQUIR ZD AS OULINED WITH YOUR PERMIT, PLEASE GQNTACVTHE BY LDLING DEPARTMENT WITH ANY QUESTIONS YOU MAY HAVE FOR DIRECTION. Building Inspector:
Building Permit Application Fee

Water Application No.
Date. Br.

CASHCHEQUE
RECEIPT
Sewer Application No.
Dabe.
CASH $\square$ CHEQUE BECEIPT I
$\square$

Dabe
$\square$ CASH


CHEQUE
By RECEIPT :

| Description Of Rate: | Fees: |  |  |  |
| :--- | ---: | :---: | :---: | :---: |
| PLAN CHECK DEPOSIT | -400.00 |  |  |  |
| INSPECTION FEE | 5.608 .75 |  |  |  |
| BUILDING PERMIT FEE | 60.00 |  |  |  |
| PLUMBING FIXTURE FEE | 288.00 |  |  |  |
| LETTERS OF ASSURANCE DISCOUNT | -500.00 |  |  |  |
| Total Fees: |  |  |  | $\mathbf{\$ , 0 5 6 . 7}$ |

GST Reg. No. : 10702 1271RT

March 23, 2023
1345408 BC Ltd.
Folio: 248.070
PO Box 639
Invermere, BC VOA 1K0

## Re: Building Permit \# 2023010 - "Multi- Family Dwelling, Units 21-24)" <br> Legal: Lot 1, District Lot 1092, Plan NEP8385 <br> Civic: 2128 - $\mathbf{1 5}^{\text {th }}$ Avenue, Invermere, BC

Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

The building permit fees have been reduced in accordance with Section 12.3 of the District of Invermere Building Bylaw No. 1319 and the permit issued in accordance with Section 16 of the District of Invermere Building Bylaw No. 1319 and Section 55 of the Community Charter of BC and Section 743 of the Local Government Act of BC. The District of Invermere is relying on this certification.

The professional disciplines engaged on the project are to submit copies of all inspections / site visit reports to the Building Inspector within 7 days when requested.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.

It is the owner's responsibility to ensure that their building plans conform with any prospectus, restrictive covenants or building schemes that may be registered against the title by other parties. In addition to any comments or notations that appear on your copy of the building plans, please note the following:

1) Development Cost Charges have been assessed at $\$ 34,520.00$ and are due before a building permit can be issued;
2) Development Permit 22,01 issued is applicable and to be complied with;
3) Schedule "C" - Letter of Assurance from those registered professionals engaged on the project are to be submitted to the building Inspector prior to occupancy and use of the dwelling;
4) No unsafe condition shall exist, be created, or permitted;
5) All Construction must comply with the New Energy Efficiency requirements in housing;
6) All Outside Hose Taps shall incorporate hose connection vacuum breakers pursuant to section 30 of the District of Invermere Bylaw 1198. Maintenance and winterizing of these vacuum breakers are the responsibility of the owner;
7) Maximum Building Height is 7.5 m . The height is taken from finished grade of the building to the mid point between the roof eaves and the ridge of the primary roof structure;

## 1345408 BC Ltd.

Building Permit
Multi-Family Dwelling
8) Foundation Walls that will be backfilled greater than 2.3 m ( 7.5 ft ) will require an engineered drawing prepared by a BC Registered Engineer with submittal to the Building Official prior to a foundation inspection;
9) Retaining Walls forming part of the dwelling exceeding 1.5 m (4.9ft) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
10) Community Water \& Sewer Systems to be installed in accordance with the District of Invermere subdivision and Servicing Bylaw 902. of Invermere office with sufficient notice;
11) Occupancy of the dwelling will not be granted until water meter installation and water and sewer inspections have been approved by the District of Invermere Municipal Works Department;
12) Driveways crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;
13) Soil Removed or Deposited shall not cause a dust or dirt nuisance affecting any neighbouring property, highway, or right - of - way;
14) Storm Drainage to sanitary sewage connection is not permitted. Storm Water Management is the responsibility of the homeowner and is to be contained on site. No negative impact to the natural storm drainage course is permitted;
15) Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction";
16) No alterations and/or revisions are permitted to the construction drawings submitted or construction on site unless proposed changes are submitted to Building Inspector for review, comment and/or approval prior;
17) All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9:00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

You must notify the Municipal Office at least three days prior to the proposed date of connection to the sewer and water laterals so that this work may be inspected and recorded. The District requires that connections are not covered and that all trenching complies with W.C.B. regulation and standards. If these requirements are not met District will not approve connections.

The elevation of the basement should be higher than the sewer line abutting the property in order to achieve the minimum $2 \%$ grade. In certain situations, it is necessary for the owner to install a sewer pump in the basement of the building.

Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 1.5 off-street parking spaces with minimum dimensions of $2.7 \mathrm{~m} \times 6 \mathrm{~m}$.
continued

Page 3 of 3
1345408 BC Ltd.
Building Permit
Multi-Family Dwelling

Any contractor employed during the construction of this building must have a valid Business Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing), Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.

The recipient of this Building Permit is reminded that a Notice of Project is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.

## The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

1) No person shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the municipality, any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of a person in the vicinity;
2) No owner or occupier of real property shall allow such real property to be used so that a noise or sound which originates from that property disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of a person in the vicinity:

## The provisions of this Bylaw do not apply to:

1) Construction, demolition, maintenance, repair, or excavation activities carried on between 8:00 am and 8:00 PM on Saturdays, Sundays, and Holidays;
2) Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am and 9.00PM from Monday to Friday.

All electrical work is to be inspected/approved by the Electrical Inspector. Contact the Government Agent (250) 342-4260 or Safety Engineering Services (250) 426-1279 to arrange for electrical permits and inspections.

If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342-9281.


Kim A. Leibel
Manager of Building and Protective Services
$\mathrm{KAL} / \mathrm{kl}$
DCC Calculation: Pinetree Meadows Phase 1 Lot 4 Units 21-24 2128-15th Ave
Folio 248.0705 - Multi Family Four Plex Residential
PID 013-506-722
DCC Bylaw No.1598, 2021
Generation Homes DP22.01
Note: One Parent Parcel Low Density DCC Credit carried forward

## Address: $\cot 3 \quad 2128$ / 5TH Ave

 Lei / Block: DL: 1092 KD Plan: 8385 (EP 20703 )Applicants Name:

Ut fifties Required: ■ Water ■ Sewer aD/W Culvert None


Folio\# 248070

Phone:

Building permits with a construction value of:
5S0,000 and S200,000

- $\$ 200,001$ and $\$ 500,000$
$\square$ Building moving permit / Demolition

Total No. Cracks in Curb N/A Painted: DYes No
Toper No. S/W Panels Damaged N/A C quments:


Çquments;


District of Invermere water curb stop, located at property line "will not" be turned On/Off at any time by any person other than District of Invermere Employee. Contact (250) 342-9281 (Bylaw 1198 section (34) $\$ 100.00$ for each offence, per day)
Please read box above before signing.

istrict of Invermere



Pursuant to the bylaws applicable to the District of Invermere I, being the owner or acting with the consent of the owner, hereby make application
Descripton of Work:
CONSTRUCTION OF AN UP AND DOWN 4 -PLEX (PHASE 1, LOT 3)


## OWNER

Phone: (250) 409-4203
Fac

CONTRACTOR
Phone:
Fax
c

Name: 1345408 B.C. LTD Add: BOX 639

## Add:

CiV. INVERMERE

## Name: GENERATION HOMES

 Add:Add:
city:
Prov:
Postal Code:

Signature Of Applicant:
Date: Conditions:

ALL CONDITIUONS NOTED ON THE ATTACHED COVER LETTER ARE APPLICABLE TO THE BUILDING PERMIT. INSPECTIONS RE REQUIRED AS OUTLINED WITH YOUR BUILDING PERMIT. PLEASEDRRE \&T AYY QUD STIONS YOU MAY HAVE TO THE BUILDING DEPARTMENT.
Building Inspecto
Buildion Permit Application Fqo
Date:
$\square$ CASH $\square$ CHEQUE RECEI

## Water Application No. <br> Date:

CASHCHEQUE
RECEIPT

## Sewer Application No.

Building Permit Fee Received
Dase
By:
CASHCHEQUE

By.
CASH CHEQUERECEIPT :

| Description Of Rate: | Fees: |  |
| :--- | ---: | ---: |
| PLAN CHECK DEPOSIT | -200.00 |  |
| INSPECTION FEE | 7.432 .00 |  |
| BUILDING PERMI FEE | 60.00 |  |
| PLUMBING FIXTURE FEE |  | 369.00 |
|  | Total Fees: | $\mathbf{7 , 6 6 1 . 0 0}$ |

GST Reg. No. : 10702 1271RT

District of Invermere

June 14, 2023
1345408 BC Ltd.
Folio: 248.070
PO Box 639
Invermere, BC VOA 1 KO
Re: Building Permit \# 2023025 - "Multi- Family Dwelling, 4 - Plex, (Phase 1, Lot 3) Legal: Lot 1, District Lot 1092, Plan NEP8385
Civic: 2128-15 ${ }^{\text {th }}$ Avenue, Invermere, BC
Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.
It is the owner's responsibility to ensure that their building plans conform with any prospectus, restrictive covenants or building schemes that may be registered against the title by other parties. In addition to any comments or notations that appear on your copy of the building plans, please note the following:

1) Development Cost Charges have been assessed at $\$ 34,520.00$ and are due before a building permit can be issued;
2) Development Permit 22.01 issued is applicable and to be complied with;
3) No unsafe condition shall exist, be created, or permitted;
4) All Construction must comply with the New Energy Efficiency requirements in housing;
5) All Outside Hose Taps shall incorporate hose connection vacuum breakers pursuant to section 30 of the District of Invermere Bylaw 1198. Maintenance and winterizing of these vacuum breakers are the responsibility of the owner;
6) Maximum Building Height is 7.5 m . The height is taken from finished grade of the building to the mid point between the roof eaves and the ridge of the primary roof structure;
7) Foundation Walls that will be backfilled greater than $2.3 \mathrm{~m}(7.5 \mathrm{ft})$ will require an engineered drawing prepared by a BC Registered Engineer with submittal to the Building Official prior to a foundation inspection;
8) Retaining Walls forming part of the dwelling exceeding 1.5 m ( 4.9 ft ) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
9) Community Water \& Sewer Systems to be installed in accordance with the District of Invermere subdivision and Servicing Bylaw 902. of Invermere office with sufficient notice;
10) Occupancy of the dwelling will not be granted until water meter installation and water and sewer inspections have been approved by the District of Invermere Municipal Works Department;

## 1345408 BC Ltd.

Building Permit
Mult-Family Dwelling
11) Driveways crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;
12) Soil Removed or Deposited shall not cause a dust or dirt nuisance affecting any neighbouring property, highway, or right - of - way:
13) Storm Drainage to sanitary sewage connection is not permitted. Storm Water Management is the responsibility of the homeowner and is to be contained on site. No negative impact to the natural storm drainage course is permitted;
14) Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction";
15) No alterations and/or revisions are permitted to the construction drawings submitted or construction on site unless proposed changes are submitted to Building Inspector for review, comment and/or approval prior;
16) All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9:00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

You must notify the Municipal Office at least three days prior to the proposed date of connection to the sewer and water laterals so that this work may be inspected and recorded. The District requires that connections are not covered and that all trenching complies with W.C.B. regulation and standards. If these requirements are not met District will not approve connections.

The elevation of the basement should be higher than the sewer line abutting the property in order to achieve the minimum $2 \%$ grade. In certain situations, it is necessary for the owner to install a sewer pump in the basement of the building.
Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 1.5 off-street parking spaces with minimum dimensions of $2.7 \mathrm{~m} \times 6 \mathrm{~m}$.

Any contractor employed during the construction of this building must have a valid Business Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing). Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.
The recipient of this Building Permit is reminded that a Notice of Project is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.

[^1]
## Page 3 of 3

1345408 BC Ltd.
Building Permit
Mult-Family Dwelling

The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

1) No person shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the munidpality, any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of a person in the vicinity;
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All electrical/gas work is to be inspected/approved by the Electrical/Gas Inspector. Contact the Technical Safety BC to arrange for permits and inspections.

If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342-9281.

Sincerely<br>Kim A. Leibel<br>Manager of Building and Protective Services<br>$\mathrm{KAL} / \mathrm{kl}$

## District of Invermere

| Foliovilo. | Neiphbortood Code: |
| :---: | :---: |
| 53200248.070 | 532111 |



Pursuant to the bylaws applicable to the District of livermere 1, being the owner or acting with the consent. of the owner, hereby make application
Description of Work:
CONSTRUCTION OF A NEW UP AND DOWN 4 PLEX (PHASE 1 - LOT 2)



Date:
 NSPECTIONS AR M PIEASE DIPZT REQUIRED AS OUTLINED WITH YOUR PERMIT AND IN THE BULLDING BYLAW PLEASE DIRECT YOUR QUESTIONS TO THE BUILDING DEPARTMENT


| Building Permit Apprcition Fee Date: <br> By | Water Application No. Date: | By: |
| :---: | :---: | :---: |
| $\square$ CASH $\square$ CHEQUE RECEIPT | $\square$ CASH $\square$ CHEQUE | RECEIPT |
| Building Permit Fee Received | Sewer Application No. |  |
| Date cailu By | Date: | Br |
| $\square$ CASH $\square$ CHEQUE RECEIPT: | $\square$ CASH $\square$ CHEQUE | RECEIPT \# |


| Description Of Rate: |  | Fees: |
| :--- | :--- | ---: |
| PLAN CHECK DEPOSIT |  | -200.00 |
| INSPECTION FEE |  | $6,274.43$ |
| BUILDING PERMIT FEE |  | 60.00 |
| PLUMBING FIXTURE FEE |  | 333.00 |
|  | Total Fees: | $\mathbf{\$ 1}$ |
|  |  |  |
|  |  |  |

June 19, 2023
1345408 BC Ltd.
Folio: 248.070

Re: Building Permit \# 2023025 - "Multi- Family Dwelling, 4 - Plex, (Phase 1, Lot 2) Legal: Lot 1, District Lot 1092, Plan NEP8385
Civic: 2128 - $\mathbf{1 5}^{\text {th }}$ Avenue, Invermere, BC
Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.

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8) Retaining Walls forming part of the dwelling exceeding 1.5 m (4.9ft) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
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continued

## 1345408 BC Ltd.

Building Permit
Multi-Family Dwelling
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Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 1.5 off-street parking spaces with minimum dimensions of $2.7 \mathrm{~m} \times 6 \mathrm{~m}$.

Any contractor employed during the construction of this building must have a valid Business Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing), Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.
The recipient of this Building Permit is reminded that a Notice of Project is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.
continued

## 1345408 BC Ltd.

Building Permit
Mutt-Farnily Dwelling

## The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

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2) No owner or occupier of real property shall allow such real property to be used so that a noise or sound which originates from that property disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of a person in the vicinity;

## The provisions of this Bylaw do not apply to:

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2) Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am and 9:00PM from Monday to Friday.

All electrical/gas work is to be inspected/approved by the Electrical/Gas Inspector. Contact the Technical Safety BC to arrange for permits and inspections.

## If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342-9281.



Kim A. Leibel
Manager of Building and Protective Services
KAL/kI



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are the sove $\therefore$ the $H^{=} 7.5 \mathrm{~m} I$ of (ot lin't). Fowr coover Ave. $\bar{H}=7.5 \mathrm{~m}$ ok.
DCC Calculation: Pinetree Meadows Phase 1 Lot 2 Units 29-32 2128-15th Ave
Lot 1, DL 216, KD Plan NEP8385
Folio 248.0705 - Multi Family Four
Folio 248.0705 - Multi Family Four Plex Residential
PID 013-506-722
DCC Bylaw No.1598, 2021
Generation Homes DP22.01

| Multi Family Residential | Unit \# 4 | $\begin{gathered} \text { Water DCC } \\ \$ 185.00 \end{gathered}$ | $\begin{gathered} \text { Sewer DCC } \\ \$ 5,520.00 \end{gathered}$ | Transport DCC $\$ 2.804 .00$ | $\begin{gathered} \text { Parks DCC } \\ \$ 121.00 \end{gathered}$ | Total DCC/unit $\$ 8,630.00$ | TOTAL DCCs $\$ 34,520.00$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Building Lot 2 Units 29-32 | DCC due | \$740.00 | \$22,080.00 | \$11,216.00 | \$484.00 |  | \$34,520.00 |

## ENGINEERING SECURITY REPORT

$\begin{array}{llll}\text { Address: } 2128 & 15^{\text {TH }} \text { AVE } & \text { Follow } 248.070 . \quad(\text { Now Lot 2) } \\ \text { Lin } 1 & \text { Block: } & \text { LL: } 1092 & \text { KD Plan: } 8385\end{array}$
Ayplleants Name: GENEN ATTOON AOMESPhone:
Ufןjities Required: Water Sewer aD/W Culvert aNone

Byliding permits with a construction value of:

> Security Deposit:
a $\$ 50,000$ and $\$ 200,000$
200,001 and $\$ 500,000$
as 500.00

- $\$ 1,000.00$
- $\$ 500,000$ and over
[ 3 1,500.00
- Building moving permit / Demolition
- $\$ 1,500.00$

Th pal No. S/W Panels Damaged N/Ay Total No. Cracks in Orb: Painted: Yes ['No
C quments:
ユ
Boulevard Trees: Condition
Cçyments:
Call per Sizes (N/A
None: [ X
$\qquad$


District of livermere water curb stop, located at property line "will not" be turned On /Off at any time by any person other than District of Invermere Employee. Contact (250) 342-9281 (Bylaw 1198 section (34) $\$ 100.00$ for each offence, per day)
Please read box above before signing,



It is mutually agreed that all works will conform with approved engineering practices and material and the installation will comply with the Bylaws, conditions and regulations of the District of Invermere.

District of Invermere water curb stop, located at property line "will not" be turned On/Off at any time by any person other than District of Invermere employee. Contact 250-342-9281 (Bylaw 1198 ( 34 ) $\$ 100.00$ for each offence per, day)

## Please read box above before signing.

$\qquad$

## OFFICE USE ONLY

Date of connection/inspection: $\qquad$
Inspected by: $\qquad$

Date:

## CUSTOMER SIGNATURE

Meter date of pick up:
Picked up by:
$\qquad$

## District of Invermere

Folio No:
53200248.070

Perme Type:


Pursuant to the bylaws applicable to the District of Invermere I, being the owner or acting with the consent of the owner, hereby make application
Description of Work: CONSTRUCTION OF AN UP AND DOWN 4 PLEX (PHASE 1 - LOT 1)

| Address/Location: |  | Unit | Street It | Street Name: |  |  |  | P1D: |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 2128 | 15TH AVE |  |  |  |  |
| Legals: | Lot: | Dist Lot | Block: | Plan No: | Section: | Townstip: | Land District |  |
|  | 1 | 1092 |  | NEP8385 |  |  | 26 | 013-506-722 |
| Proposed Use: |  | MULTI-FAMMLY |  |  | District | Areas: | Zone: | No. of Units: |
|  |  | 1 | 1 | RB | 1 |  |

## OWNER <br> Phone 250

Name 1345408 B.C. LTD Add BOX 639
Fax
Add
CIV INVERMERE Prov: BC Postal Code VOA IKO

## CONTRACTOR

Phone:
Name: GENERATION HOMES

Fax Add
City
Prov:
Postal Code:

Date:
Signature Of Applicant:
Conditions:
ALL CONDITIONS MOTED ON THE ATTACHED COVER LETTER ARE APPLICABLE AND TO BE COMPLIED WITH. INSPECTIONS AR ${ }^{\text {I }}$ REQUIFIED AS OUTLINED WITH YOUR PERMIT AND IN THE BUILDING BYLAW PLEASE DIRECT YOU QUESTIONS TO THE BUILDING DEPARTMENT.


| Building Permit Applitation Fed Date: | Water Application No. Date: | By. |
| :---: | :---: | :---: |
| $\square$ CASH $\square$ CHEQUE RECEIPT $\%$ | $\square$ CASH $\square$ CHEQUE | RECEIPT ${ }^{\text {I }}$ |
| Building Permit Fee Received | Sewer Application No. |  |
| Date | Dste: .................. | By: |
| $\square$ CASH $\square$ CHEQUE RECEIPT : | $\square$ CASH $\square$ cheque | RECEIPT ${ }^{\text {a }}$ |


| Description Of Rate: |  | Fees: |
| :--- | ---: | ---: |
| PLAN CHECK DEPOSIT | -200.00 |  |
| INSPECTION FEE |  | 7.434 .57 |
| BULDING PERMIT FEE |  | 60.00 |
| PLUMBING FIXTURE FEE |  | 369.00 |
|  | Total Fees: | $\mathbf{7 . 6 6 3 . 5 7}$ |

GST Reg. No. : 10702 1271RT

Re: Building Permit \# 2023025 - "Multi- Family Dwelling, 4 - Plex, (Phase 1, Lot 1) Legal: Lot 1, District Lot 1092, Plan NEP8385<br>Civic: $2128 \mathbf{- 1 5}$ 畐 Avenue, Invermere, BC

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continued

## 1345408 BC Ltd.

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Kim A. Leibel
Manager of Building and Protective Services
$\mathrm{KAL} / \mathrm{kl}$
Meadows Phase 1 lot 1 Units 33－36．x｜s
N：IPlanningiDev AppsiSubdivision Applicationsi2022 SubdivisionsISUB 22．03－Pine Tree Valley 2128－15th AvelDCC calculationsIDCC Calculation Pinetree

| 00，0zs＇tes |  | 00＇08ts | 00＇91でLLs | 00＇080＇zzs | 00\％0ヶLs | enp 30 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 00＇02s＇ฟES | $0010 ¢ 9$＇8\＄ | 00＇LZ1s | 00＇208＇z\＄ | 00．029＇s\＄ | $00 \mathrm{c} /{ }^{\text {L }}$ | ${ }_{\dagger}$ |  |
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## LZOZ＇86sト＇ON ME1イタ OJO

 Folio 248.0705 －Multi Family Four Plex ResidentialPID 013－506－722 Lot 1，DL 216，KD Plan NEP8385

DCC Calculation：Pinetree Meadows Phase 1 Lot 1 Units 33－36
2128－15th Ave

ENGINEERING SECURITY REPORT


## District of Invermere Water Curb stop, located at property line "will not" be turned On/Off at any time by any person other than Dlstriet of Invermere Employee. Contuct (250) 342-9281 (Bylaw 1198 sestion (34) $\$ 100.00$ for each offence, per day) <br> Please read box above before signing.


$\qquad$ CIVIC ADDRESS OF PROPERTY $\qquad$ $15^{1+}$ AVE
LOT_BLOCK_O.L. 1092 K.DPLAN 8385

REGISTERED OWNER
ADDRESS $\qquad$


It is mutually agreed that all works will conform with approved engineering practices and material and the installation will comply with the Bylaws, conditions and regulations of the District of Invermere.

District of Invermere water curb stop, located at property line "will not" be turned On/Off at any time by any person other than District of Invermere employee. Contact 250-342-9281 (Bylaw 1198 (34) \$100.00 for each offence per, day)

## Please read box above before signing,

Signature of Applicant:

## Date:

## OFFICE USE ONLY

Date of connection/inspection: $\qquad$
Inspected by: $\qquad$

## CUSTOMER SIGNATURE

Meter date of pick up: $\qquad$
Picked up by: $\qquad$


[^0]:    Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

[^1]:    continued

