

1345408 B.C. LTD.

DISCLOSURE STATEMENT

Pinetree Valley Development

DEVELOPER: 1345408 B.C. Ltd. (the "Developer")

ADDRESS FOR SERVICE: Box 639, 1309 – 7th Ave, Invermere, BC V0A 1K0

BUSINESS ADDRESS: 4091 Johnston Road, Invermere, BC V0A 1K4

REAL ESTATE BROKER: 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.

DATE: June 30, 2022

"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 is a Phase Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*."

"This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [insert purchaser's name], who has confirmed that fact by initialing in the space provided here: _____ [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.

This Disclosure Statement is offered before the issuance of a building permit. Under the BC Financial Services Authority Real Estate Development Marketing Act Policy Statement 5, the Superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

- a) The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;
- b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:

- i. prior to the expiry of the 12-month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or**
- ii. upon the expiry of the 12-month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12-month period, all units in the development property being marketed under Policy Statement 5 are sold or the developer has decided not to proceed with the development.

- c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:**
 - i. The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
 - ii. If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12-month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**

- iii. The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- iv. All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

This Disclosure Statement is offered before the Developer has obtained a satisfactory financing commitment. Under the BC Financial Services Authority Real Estate Development Marketing Act Policy Statement 6, the Superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

- a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;
- b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
 - i. prior to the expiry of the 12-month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
 - ii. upon the expiry of the 12-month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12-month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development.

- c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
 - i. if an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within

12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12-month period until the required amendment is received by the purchaser;

- ii. the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and**
- iii. all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;**

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List of Exhibits

Exhibit	Description
A	Proposed Strata Phasing Plan
B	Proposed Phase 1 Strata Plan
C	Architectural Designs for the Proposed Phase 1 Strata Lots
D	Form P – Phased Strata Plan Declaration
E	Form V - Schedule of Unit Entitlement
F	Strata Corporation Proposed Bylaws
G	Estimated Operating Budget
H	Covenant in Favour of the District of Invermere
I	Development Permit No.22.01
J	Purchase Agreement

1. The Developer

- 1.1 1345408 B.C. LTD. was incorporated in British Columbia on January 31, 2022, under the incorporation number BC1345408.
- 1.2 The Developer was incorporated specifically for the purpose of developing the strata lots and has no assets other than the development property itself.
- 1.3 The address of the registered and records office for the Developer is Box 639, 1309 – 7th Avenue, Invermere, BC V0A 1K0.
- 1.4 The directors of the Developer are:
 - a) Christine Scott; and
 - b) Max Graham.
- 1.5 The directors of the Developer have the following experience in the development industry:
 - a) Christine Scott is an experienced builder who has been building townhouse developments in Red Deer with Avalon Central Alberta since 1997, in Calgary with Avalon Master Builder since the early 2000's, and in Invermere with Generation Homes since 2020. Christine recently worked with BC Housing to develop 30 homes in the Farmhouse development in downtown Invermere.

Max D. Graham, CPA, CA, MBA is the financial lead for the development. Max has over 10 years of experience in real estate, starting with Deloitte LLP where he obtained the Chartered Accountant designation. This experience was followed by 7 years at two national real estate investment trusts where he is currently a senior leader. Max is skilled in the areas of accounting, finance, budgeting and forecasting, and the fundamentals of the real estate cycle.

- b) Neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to the disclosure statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- c) Neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to the disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- d) No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to the disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 There are no existing or potential conflicts of interest among the developer, manager, any directors, officers and principal holders of the developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

2. General Description

2.1 GENERAL DESCRIPTION OF THE DEVELOPMENT

The Development is located in the District of Invermere at the intersection of Pinetree Road and 15th avenue. 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, PID: 013-506-722. The civic address of the Development is 2128 15 Ave Invermere, V0A 1K4.

The Development consists 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. A copy of the proposed strata phasing plan for all phases of the Development is attached to the Disclosure Statement as **Exhibit A**. Under this Disclosure Statement, the Developer is offering for sale the Strata Lots to be constructed in Phase 1. A copy of the proposed phase 1 strata plan is attached as **Exhibit B**. The architectural designs for the proposed phase 1 strata lots are attached as **Exhibit C**.

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 part of a community that will be called Pine Tree Valley. Upon completion, the Pine Tree Valley community will have 32 strata lots and 76 bare land strata lots.

2.2 PERMITTED USE

The development property is zoned for R-3 Cluster Development, Medium Density. R-3 permitted uses include single-family dwellings, cluster residential developments, multiple family dwellings, row houses and town houses, and certain accessory uses. Permitted accessory uses include home based businesses and buildings and structures accessory to a permitted use.

The R-3 bylaw sets out minimum parcel sizes, minimum setbacks, maximum heights for dwellings and accessory buildings, maximum parcel coverage, and minimum horizontal dimensions.

The District of Invermere zoning bylaws can be found on the district's website, www.invermere.net.

The consolidated zoning bylaw can be found here:

<https://invermere.civicweb.net/filepro/documents/20334/?preview=20335>.

Further information regarding zoning requirements and permissible uses can be obtained from the District of Invermere Planning Department at Box 339, 914 – 8th Avenue, Invermere, BC V0A, 250-342-9281.

2.3 PHASING

The strata lots will be constructed in phases. 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 Phase 1 strata lots. 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. A copy of the Form P – Phased Strata Plan Declaration is attached as **Exhibit D**. The Form P has not been signed by the approving officer for the District of Invermere but will be signed in due course.

3. Strata Information

3.1 UNIT ENTITLEMENT

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 Form V - Schedule of Unit Entitlement which the Developer proposes to file under the *Strata Property Act* is attached as **Exhibit E**.

3.2 VOTING RIGHTS

Each strata lot will have one vote in the strata corporation.

3.3 COMMON PROPERTY AND FACILITIES

The roadways, exterior grounds and surfaces, mechanical areas, and garbage facilities in the development as shown on the proposed strata phasing plan attached as **Exhibit A** are common property of the development.

3.4 LIMITED COMMON PROPERTY

Limited Common Property is an area within the common property that may be used exclusively by one or more strata lot owners and any additional maintenance expense created thereby will be paid by that owner.

Each strata lot will have one uncovered parking stall designated as limited common property for the sole use of the strata lot owner. Each strata lot will also have a patio attached to the strata lot for the sole use of the strata lot owner.

3.5 BYLAWS

The strata corporation's proposed bylaws will be the bylaws attached as **Exhibit F**. A copy of these bylaws will be filed by the Developer in the appropriate Land Title Office.

Bylaw 3(1) prohibits a strata lot owner from using a strata lot, the common property, or the common assets in a way that:

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

Bylaw 3(4) limits the number of pets that may be kept on a strata lot to the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to 2 dogs;
- (e) up to 2 cats.

3.6 PARKING

Each strata lot will have one uncovered parking stall in the location indicated on the proposed phase 1 strata plan attached as **Exhibit B**.

3.7 FURNISHINGS AND EQUIPMENT

The purchase price for a strata lot includes a fridge, range, dishwasher, washer, and dryer.

3.8 BUDGET

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;
- (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.

A copy of the estimated operating budget and a schedule showing how the budget will be allocated amongst the individual strata lot owners is attached as **Exhibit G**.

3.9 UTILITIES AND SERVICES

- (a) The District of Invermere provides water, sewerage and fire protection to the Development.
- (b) Electricity will be supplied to the Development by BC Hydro and Power Authority. Electricity will be separately metered for each strata lot.
- (c) No natural gas will be supplied to the Development.
- (d) Telephone service will be supplied by either Telus Communications Inc. or Shaw Cablesystems Limited at the expense of each strata lot owner.
- (e) Each strata lot can be accessed via an access road connected to Pine Tree Road.

3.10 STRATA MANAGEMENT CONTRACTS

The Developer has entered into a strata management contract with East Kootenay Realty Ltd. East Kootenay Realty Ltd. will assist in managing the affairs of the strata corporation and perform services such as receiving strata fees, assisting the strata council with budgeting, and enforcing the strata bylaws.

3.11 INSURANCE

As required by the *Strata Property Act*, the Developer will place the following coverage on behalf of the Strata Corporation upon registration of the strata plan:

- (a) Full replacement insurance on the buildings shown on the strata plan, the common property, and the common assets;
- (b) Liability insurance in respect of property damage and bodily injury in an amount not less than \$2,000,000.

Strata lot owners will be responsible for insuring the contents of their strata lot and for obtaining general liability insurance.

3.12 RENTAL DISCLOSURE STATEMENT

The developer does not intend to rent any of the strata lots.

4. Title and Legal Matters

4.1 LEGAL DESCRIPTION

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, PID: 013-506-722 (the “Lands”).

4.2 OWNERSHIP

The registered owner of the parent parcel is 1345408 B.C. Ltd., Inc. No. 1345408.

4.3 EXISTING ENCUMBRANCES AND LEGAL NOTATIONS

- (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 construct, operate, and maintain water and sewer works and related fixtures and equipment.
- (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.

4.4 PROPOSED ENCUMBRANCES

- (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 H**.
- (b) Easement in favour of the owner of the Lands (the “Grantee”): This charge will establish an easement that will enable the Grantee to construct and maintain a retaining wall on the servient tenement.
- (c) Mortgage in favour of Steven Scott: 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.
- (d) 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.
- (e) Statutory Right of Way in favour of British Columbia Hydro and Power Authority: This charge will establish a right of way that will enable British Columbia Hydro and Power Authority to construct, operate, and maintain all components necessary for the purposes of transmitting electricity.
- (f) Statutory Right of Way in favour of Telus Communications Inc.: This charge will establish a right of way that will enable Telus Communications Inc. to construct, operate, and maintain all components necessary for the purpose of telecommunications.
- (g) Statutory Right of Way in favour of Shaw Cablesystems Limited: This charge will establish a right of way that will enable Shaw Cablesystems Limited to construct, operate, and maintain all components necessary to provide communication services.

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.

4.5 OUTSTANDING OR CONTINGENT LITIGATION OR LIABILITIES

There is no outstanding or contingent litigation or liabilities in respect of the Development or against the Developer that may affect the strata corporation or the strata lot owners.

4.6 ENVIRONMENTAL MATTERS

A portion of the Lands falls within the District of Invermere Hazardous Slopes Development Permit Area. The Developer has obtained a geotechnical report certified by a professional engineer (the "Geotechnical Report") and will develop the lands in accordance with the construction recommendations set out in the Geotechnical Report.

Other than these geotechnical matters, the Developer is not aware of any dangers relating to flooding or conditions of the subsoil.

5. Construction and Warranties

5.1 CONSTRUCTION DATES

The proposed dates for construction of each phase of the Development are as set out in the Form P Phased Strata Plan Declaration which is attached as **Exhibit D**.

More generally, the estimated date ranges are as follows:

- (a) Phase 1: Is estimated to commence construction between September 01, 2022 and December 01, 2022, and is estimated to complete construction between January 31, 2023 and April 30, 2023.
- (b) Phase 2: Is estimated to commence construction between September 01, 2023 and December 01, 2023, and is estimated to complete construction between January 31, 2024 and April 30, 2024.
- (c) Phase 3: Is estimated to commence construction between September 01, 2024 and December 01, 2024, and is estimated to complete construction between January 31, 2025 and April 30, 2025.
- (d) Phase 4: Is estimated to commence construction between September 01, 2025 and December 01, 2025, and is estimated to complete construction between January 31, 2026 and April 30, 2026.
- (e) Phase 5: Is estimated to commence construction between September 01, 2026 and December 01, 2026, and is estimated to complete construction between January 31, 2027 and April 30, 2027.
- (f) Phase 6: Is estimated to commence construction between September 01, 2027 and December 01, 2027, and is estimated to complete construction between January 31, 2028 and April 30, 2028.
- (g) Phase 7: Is estimated to commence construction between September 01, 2028 and December 01, 2028, and is estimated to complete construction between January 31, 2029 and April 30, 2029.
- (h) Phase 8: Is estimated to commence construction between September 01, 2029 and December 01, 2029, and is estimated to complete construction between January 31, 2030 and April 30, 2030.

5.2 WARRANTIES

The Development will be registered under the *Home Owner Protection Act* New Home Warranty Program.

Any manufacturers' warranties for appliances or equipment will be passed on to strata lot owners or the Strata Corporation, as the case may be, by the Developer, if and to the extent permitted by such warranties.

5.3 PREVIOUSLY OCCUPIED BUILDING

This section is not applicable.

6. Approvals and Finances

6.1 DEVELOPMENT APPROVAL

Development Permit No.22.01 approving the development in principle was issued by the District of Invermere on June 17, 2022, a copy of which is attached as **Exhibit I**.

The Developer will file an amendment to this disclosure statement exhibiting the building permit once available and will deliver a copy of such amendment to each purchaser who has entered into a Purchase Agreement . The Developer intends to obtain a building permit for phase 1 of the Development within 12 months or less of the date of filing this Disclosure Statement.

6.2 CONSTRUCTION FINANCING

The Developer intends to obtain a satisfactory commitment for construction financing to complete phase 1 of the Development within 12 months or less of the date of filing this Disclosure Statement.

The Developer will file an amendment to this Disclosure Statement setting out the particulars of a satisfactory financing commitment for phase 1 of the Development and will deliver a copy of such amendment to each purchaser who has entered into a Purchase Agreement but has not yet completed the purchase of their Strata Lot once satisfactory financing has been confirmed.

The terms of the Developer's construction financing will provide for the partial discharge of the construction mortgage upon payment to the lender of an agreed portion of the sale proceeds received from the sale of a Strata Lot. The Developer will thus provide clear title to purchasers subject to all existing and proposed encumbrances.

7. Miscellaneous

7.1 DEPOSITS

All deposits and other monies received shall be held in the trust account of the Vendor's solicitor, Columbia Valley Law Corporation, in the manner required under the *Real Estate Development Marketing Act*.

7.2 PURCHASE AGREEMENT

- (a) Purchase Agreement Attached: A copy of the developer's form of purchase agreement is attached as **Exhibit J** to this Disclosure Statement.
- (b) Termination Provisions: The purchase agreement (the "Agreement") provides that the Developer may terminate the Agreement under certain circumstances as follows:
- i. under paragraph 6 of the Agreement, the Developer may terminate the Agreement if the purchaser fails to provide a deposit of 10% of the purchase price;
 - ii. under paragraph 15 of Schedule A to the Agreement (the "Schedule"), the Developer may also terminate the Agreement if the Purchaser fails to complete the transaction in accordance with the terms of the agreement.

The Agreement also provides that the Purchaser may terminate the Agreement under certain circumstances as follows:

- i. 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
 - ii. the Purchaser has certain statutory rights of termination which are set out at paragraph 28 of the Schedule, which relate to either the failure of the Developer to obtain a building permit within 12 months after the initial disclosure statement is filed and file an amendment to the disclosure statement accordingly, or in the event that the building permit materially changes the layout, size, or a major common facility of the unit being purchased; and
 - iii. the Purchaser also has certain statutory rights of termination as set out in paragraph 29 of the Schedule, which relate to the failure of the Developer to obtain a satisfactory financing commitment within 12 months after the initial disclosure statement is filed and file an amendment to the disclosure statement accordingly.
- (c) Provisions for Extensions: The Schedule provides in subparagraph 1(e) that the Developer may 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, the Developer shall not be required to consent to such an extension.
- (d) Assignment: The Schedule provides in section 17(a) that, without the Developer's prior written consent, any assignment of a purchase agreement is prohibited. Section 17(b) of the Schedule defines an assignment as 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.

Section 17(c) of the Schedule requires that each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.

Section 17(d) of the Schedule states that, 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.

Section 17(c) of the Schedule also provides that 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.

(e) Interest on Deposits: Per section 5 of the Agreement, no interest will be paid on the deposit to the purchaser.

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

7.3 DEVELOPER'S COMMITMENTS

The Developer has not entered into any commitments which will need to be met after completion of the sale of the strata lots.

7.4 OTHER MATERIAL FACTS

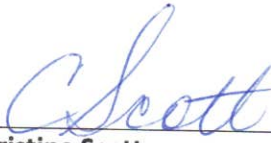
There are no other facts that affect, or could reasonably be expected to affect, the value, price or use of a strata lot or the development property.

Signatures

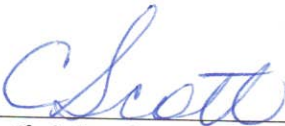
Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material 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 22 of the Act.

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, 2022.

1345408 B.C. Ltd. by its authorized signatory



Christine Scott



Christine Scott

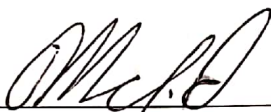
Max Graham

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, 2022.

1345408 B.C. Ltd. by its authorized signatory

Christine Scott

Christine Scott

 - June 30th, 2022

Max Graham

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and
the Disclosure Statement of 1345408 B.C. Ltd.

For the property described as: LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703, PID: 013-506-722

I, Brittany Morrow, Solicitor, a member of the Law Society of British Columbia, having read over the above-described Disclosure Statement dated June 30, 2022, made any required investigations in public offices, and reviewed same with the Owner therein named, hereby certify that in my opinion the facts contained in Paragraphs 4.1, 4.2, and 4.3 of the Disclosure Statement are correct.

DATED at the Town of Invermere, in the Province of British Columbia, on June 30, 2022.



Brittany Morrow

EXHIBIT A

**SKETCH PLAN TO ACCOMPANY PHASED DECLARATION
OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120433**

BCGS : 82K.050



The intended plot size of this plan is
560 mm in width by 432 mm in height (C size)
when plotted at a scale of 1:300.

NOTE:
All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on
May 17th, 2022. Site Plan drawing:
21-070 phase 1 Buildings 1-9 Site data-Drafting View-OVERALL SITE PLAN PRESENTATION.dwg



This plan lies within the Regional District of East Kootenay

NOTES:

- PHASE 1: 4 SL Lots and 4 LCP Lots
- PHASE 2: 4 SL Lots and 4 LCP Lots
- PHASE 3: 4 SL Lots and 4 LCP Lots
- PHASE 4: 4 SL Lots and 4 LCP Lots
- PHASE 5: 4 SL Lots and 4 LCP Lots
- PHASE 6: 4 SL Lots and 4 LCP Lots
- PHASE 7: 4 SL Lots and 4 LCP Lots
- PHASE 8: 4 SL Lots and 4 LCP Lots

PROJECT NAME:
Pinetree Meadows
CIVIC ADDRESS:
2121 15th Avenue
Invermere, BC

LEGEND

- | | | |
|-------------------------------------|-----------------|-----------------|
| - - - denotes phase boundary | denotes Phase 1 | denotes Phase 5 |
| SL denotes Strata Lot | denotes Phase 2 | denotes Phase 6 |
| LCP denotes Limited Common Property | denotes Phase 3 | denotes Phase 7 |
| (C) denotes Common Property | denotes Phase 4 | denotes Phase 8 |
| (p) denotes Parking | | |

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH.DWG

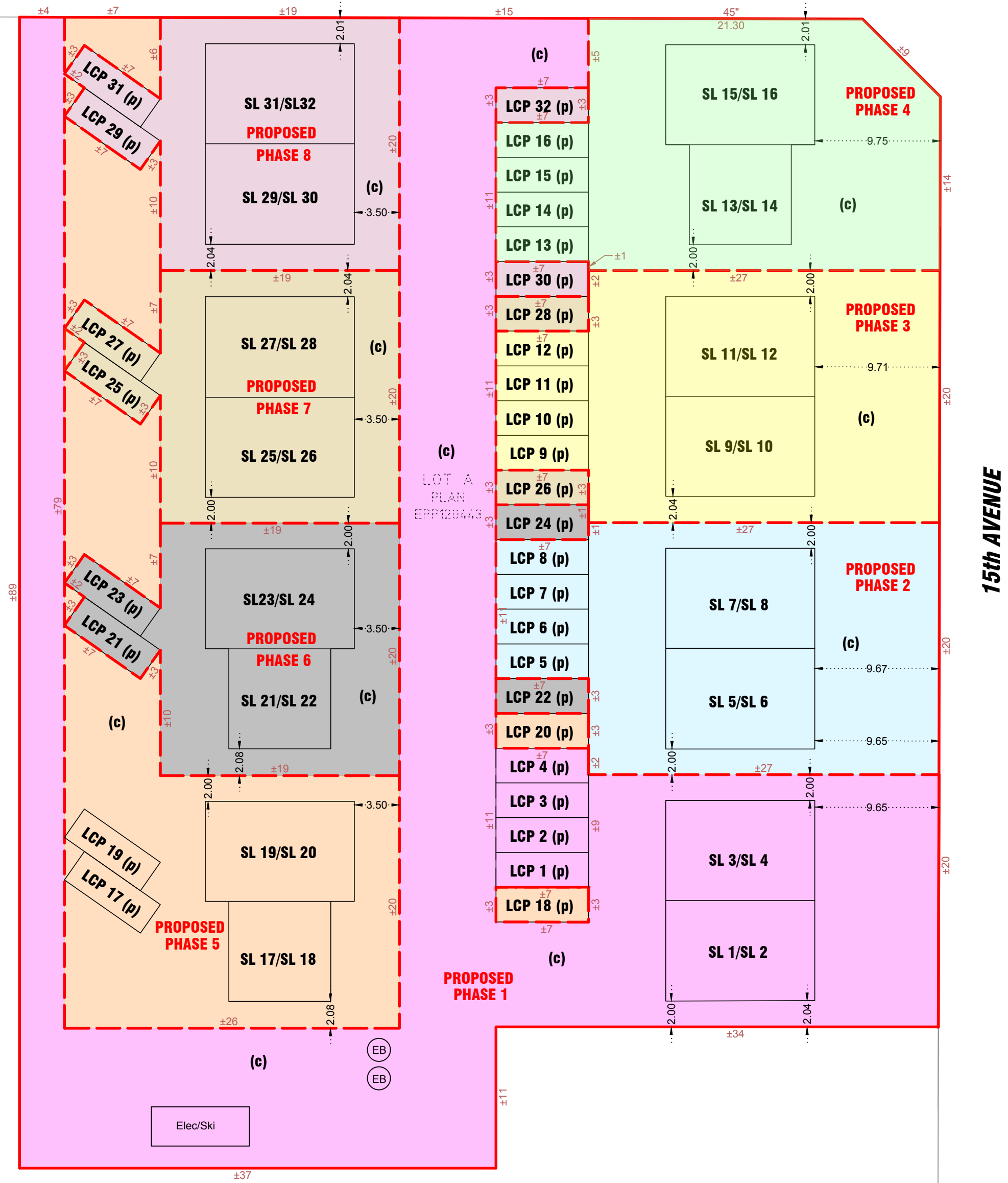
Date: May 27th, 2022

Surveyed : -

Drawn: NDW

Checked: EG/AB

LOT B
PLAN EPP120443

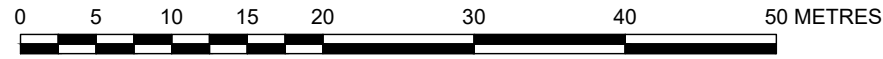


LOT B
PLAN EPP120443

EXHIBIT B

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN
EPP120443**

EAST KOOTENAY ASSESMENT AUTHORITY
BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:500.

This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 1 of a 8 phase strata plan under the Section 224 Strata Plan property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

The UTM Coordinates and estimated absolute accuracy achieved are derived from GNSS Observations to the published coordinates of the Invermere Active Control Station Geodetic Control Monument 164418.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_0)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on May 17th, 2022:
21-070 Phase 1 Buildings 1-9 Site Data - Drafting View - OVERALL SITE PLAN PRESENTATION.

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles deflect by multiples of 45 or 90° unless otherwise indicated.

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH1.DWG

Date: June 7th, 2022

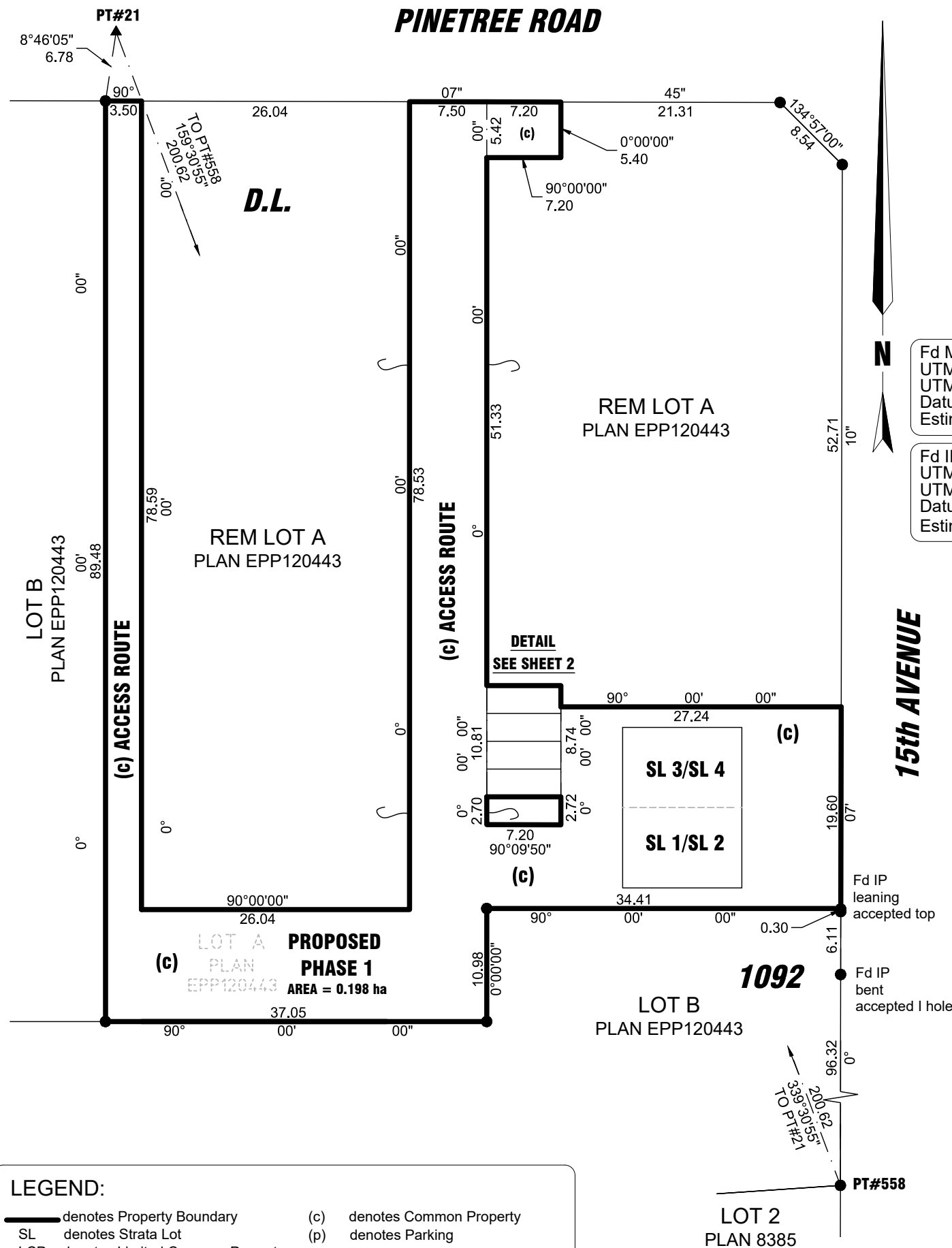
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

LEGEND:

- denotes Property Boundary
- SL denotes Strata Lot
- LCP denotes Limited Common Property
- (c) denotes Common Property
- (p) denotes Parking



**STRATA PLAN EPS
(PHASE 1) PRELIMINARY**

Sheet 1 of 5

Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CSR)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CSR)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP leaning accepted top

Fd IP bent accepted I hole

CIVIC ADDRESS:

2121 15th Avenue,
Invermere, BC

BUILDING 1
(STRATA LOTS 1 & 3)
 MAIN FLOOR

BCGS : 82K.050



The intended plot size of this plan is
 280 mm in width by 432 mm in height (B size)
 when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section View arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
 LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
 (c) denotes Common Property
 m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH1.DWG

Date: June 7th, 2022

Surveyed : DRS

Drawn: NDW

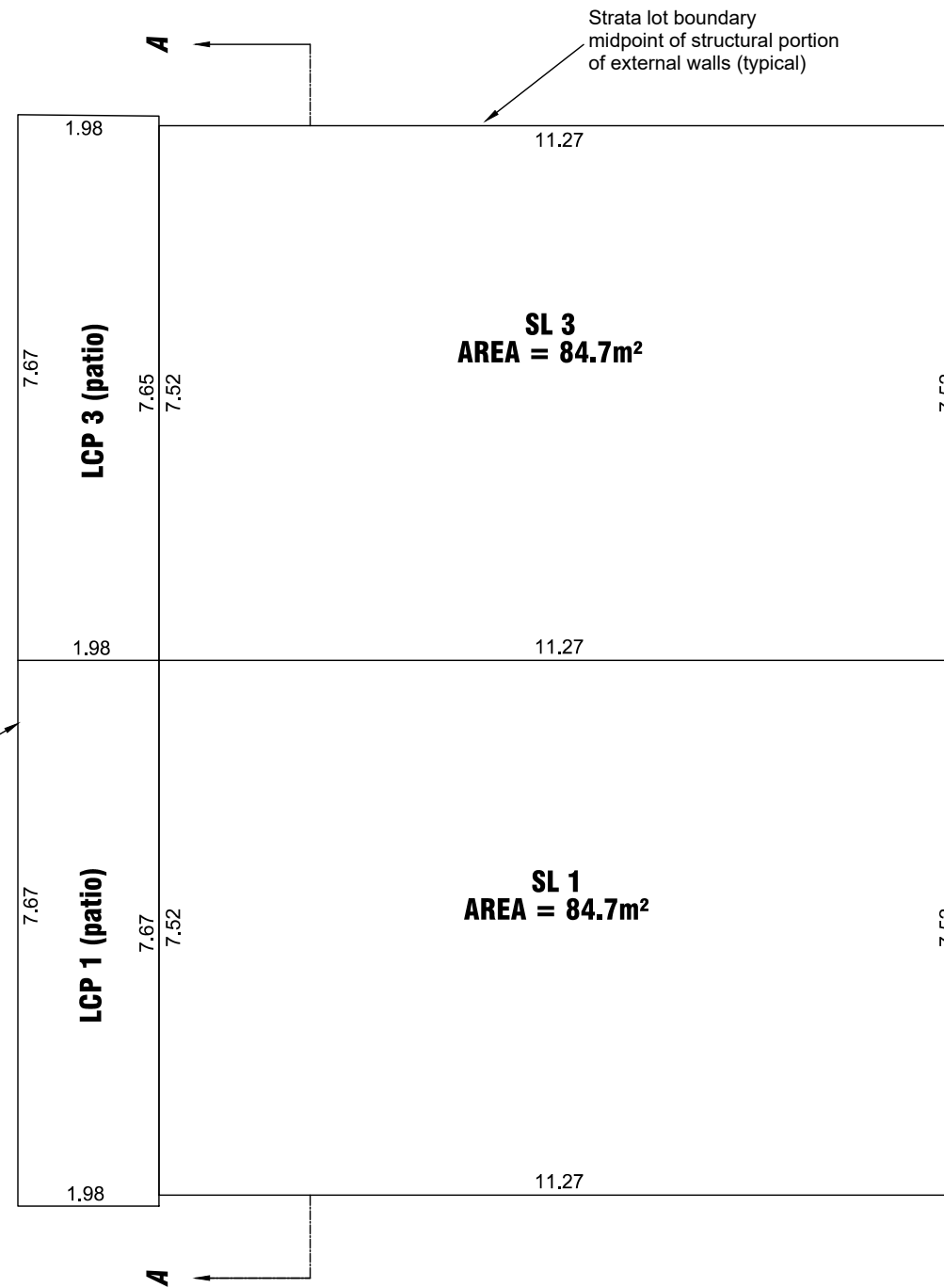
Checked: EG/AB

STRATA PLAN EPS
(PHASE 1) PRELIMINARY

Sheet 4 of 5



Patio LCP for exclusive use of SL (Typical)



**BUILDING 1
(STRATA LOTS 1 TO 4)
CROSS SECTION**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH1.DWG

Date: June 7th, 2022

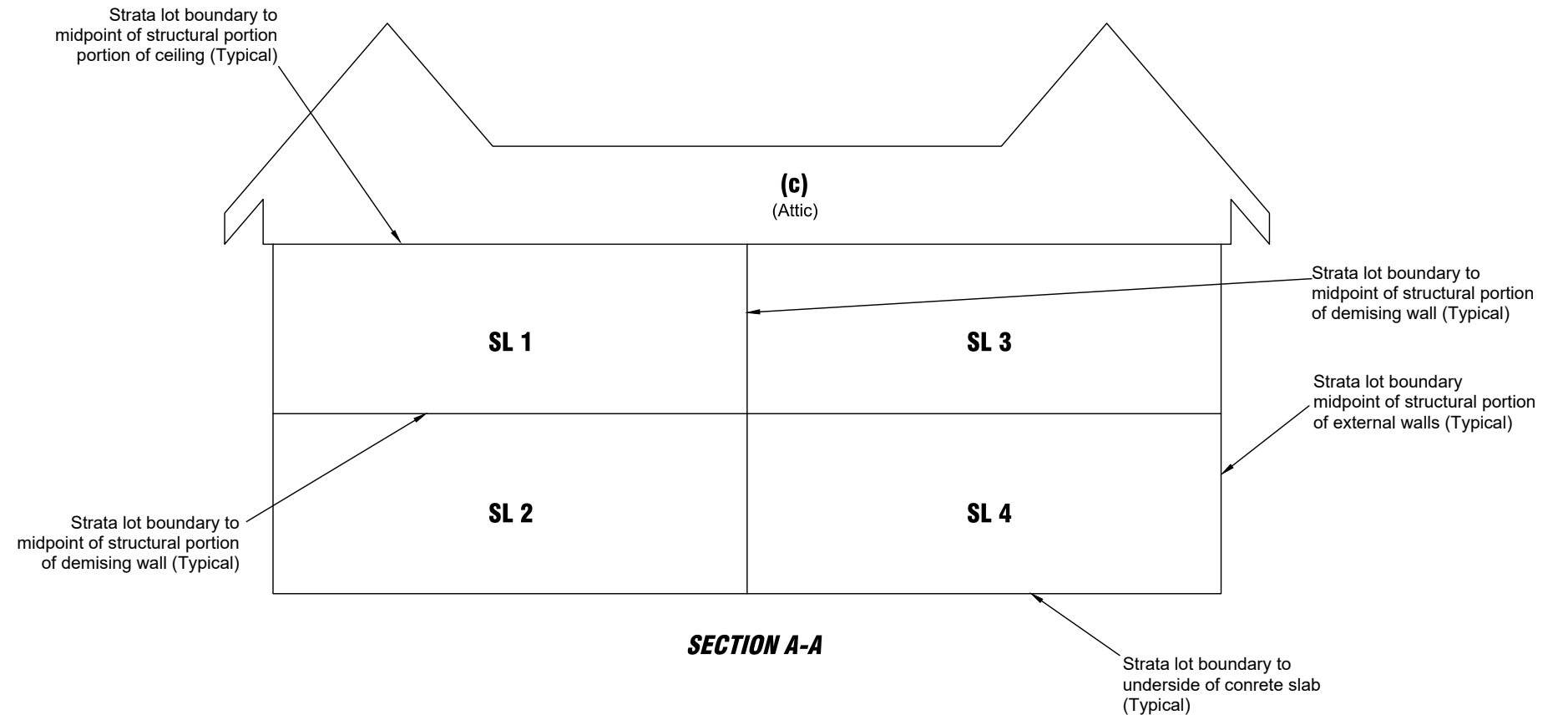
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 1) PRELIMINARY**

Sheet 5 of 5



Preliminary Plan Prepared
June 7th, 2022

EXHIBIT C

ASSEMBLY SCHEDULES

EXTERIOR WALLS

W01- 6" ICF EXTERIOR WALL

- CLADDING AS PER ELEVATIONS
- AIR BARRIER
- 2 1/2" RIGID INSULATION
- 6" CONCRETE
- 2 1/2" RIGID INSULATION
- VAPOUR BARRIER
- 1/2" GYPSUM WALL BOARD

W02- 6" ICF CENTRE WALL (1HR FRR)

- 1/2" GYPSUM WALL BOARD TYPE 'X'
- 2 1/2" RIGID INSULATION
- 6" CONCRETE
- 2 1/2" RIGID INSULATION
- 1/2" GYPSUM WALL BOARD TYPE 'X'

W03- DORMER/ATTIC INSULATED WALL

- CLADDING AS PER ELEVATIONS
- 3/4" VERTICAL WOOD STRAPPING
- AIR BARRIER
- 1/2" GYPSUM WALL BOARD TYPE 'X'
- 2x6 WOOD STUDS @ 16" O.C.
- VAPOUR BARRIER
- 2 LAYERS 5/8" GYPSUM WALL BOARD TYPE 'X'

INTERIOR PARTITIONS

P01- 2x4 INTERIOR PARTITION

- 1/2" GYPSUM WALL BOARD
- 2x4 WOOD STUDS @ 16" O.C.
- 1/2" GYPSUM WALL BOARD

P02- 2x6 PLUMBING/BEARING PARTITION

- 1/2" GYPSUM WALL BOARD
- 2x6 WOOD STUDS @ 16" O.C.
- 1/2" GYPSUM WALL BOARD

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

P03- 2x6 FURRED PLUMBING PARTITION

- 2x6 WOOD STUDS @ 16" O.C.
- 1/2" GYPSUM WALL BOARD

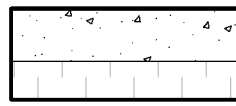
NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

FLOORS



F01- 11" TJI, SOUND INSULATED, 1HR FRR

- VINYL PLANK FLOORING
- 5/8" OSB T+G SUBFLOOR
- 11 7/8" TJIs
- ACOUSTIC BATT FILLED JOIST CAVITY
- 2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X'



F03- INSULATED BASEMENT SLAB

- VINYL PLANK FLOORING
- 5/8" FLOORING UNDERLAY
- VAPOUR BARRIER
- REINFORCED CONCRETE SLAB (AS PER STRUCTURAL)
- RIGID INSULATION (HIGH DENSITY, BEARING)
- COMPACTED GRAVEL (AS PER STRUCTURAL)

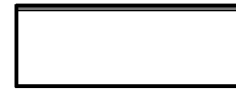
CEILINGS



C01- FINISHED CEILING

- DIMENSIONAL LUMBER FRAMING/FURRING
- VAPOUR BARRIER (WHEN EXPOSED TO ATTIC)
- 1/2" SAG RESISTANT GYPSUM BOARD
- LOW PROFILE TEXTURED FINISH

ROOFS



RO1- INSULATED TRUSS ROOF

- ASPHALT SHINGLES
- UNDERLAY
- AIR BARRIER
- PLYWOOD SHEATHING (AS PER STRUCTURAL)
- OPEN WEB TRUSSES (AS PER STRUCTURAL)
- BATT FILLED? INSULATION C/W HEEL STOPS
- SOFFITS AND FASCIA AS PER ELEVATIONS



RO2- UN-INSULATED CANOPY ROOF

- ASPHALT SHINGLES? METAL?
- UNDERLAY
- AIR BARRIER
- PLYWOOD SHEATHING (AS PER STRUCTURAL)
- DIMENSIONAL FRAMING (AS PER STRUCTURAL)
- SOFFITS AND FASCIA AS PER ELEVATIONS

DRAWING SYMBOLS LEGEND

DOOR TAG REFER TO SCHEDULE

WINDOW TYPE TAG, REFER TO SCHEDULE

ROOM NAME ROOM TAG

DETAIL INDICATOR

PAGE CROSS REFERENCE

WALL SECTION INDICATOR

SECTION #

VIEW DIRECTION OF SECTION

PAGE CROSS REFERENCE

BUILDING SECTION & ELEVATION INDICATOR

SECTION #

VIEW DIRECTION OF ELEVATION

PAGE CROSS REFERENCE

LEVEL NAME ELEVATION

ELEVATION INDICATOR

CH= 3000

CEILING HEIGHT INDICATOR

KEYNOTE INDICATOR

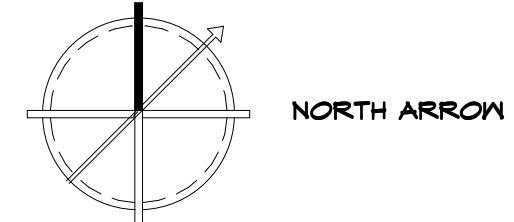
MILLWORK KEYNOTE INDICATOR

WALL TYPE SYMBOL

ROOF TYPE SYMBOL

FLOOR TYPE SYMBOL

WALL FINISH TAG



Berry Architecture + Associates
Suite 200, 5210-50 Avenue
Red Deer, T4N 4B5

Phone: 403-314-4461
Contact:

ARCHITECTURAL SHEET...

Sheet Number	Sheet Name
A0.0	TITLE PAGE
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A3.4	ROOF PLAN
A4.0	EXTERIOR BUILDING ELEVATIONS
A4.1	EXTERIOR BUILDING ELEVATIONS
A4.3	EXTERIOR BUILDING ELEVATIONS
A4.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
A9.0	DOOR + WINDOW SCHEDULE

GENERAL NOTES

- DO NOT SCALE DRAWINGS. CONFIRM ALL DIMENSIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND ARCHITECT.
- CONTRACTOR TO COMPARE DRAWINGS TO SITE CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT.
- ALL WORK COMPLIES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE - 2018 CBC EDITION AND LOCAL ORDINANCES.
- COORDINATE ALL INFORMATION FROM ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND CIVIL CONSULTANTS DOCUMENTS. COORDINATE DIMENSIONS REQUIRED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO ENSURE THEIR SOUND OPERATION UPON COMPLETION.
- ALL WALL, FLOOR, AND ROOF ASSEMBLIES SHOWN ON THE CONSTRUCTION ASSEMBLY PAGE SHOW TRUE REPRESENTATION OF COMPLETED CONSTRUCTION ASSEMBLY. REFER TO SPECIFICATIONS FOR ADDITIONAL ASSEMBLY INFORMATION. THESE ASSEMBLIES SUPERSEDE ALL COMPLETED DETAILS AND NOTATION COMPLETED ON THE FOLLOWING CONSTRUCTION DRAWINGS.
- REFER TO STRUCTURAL FRAMING PLANS FOR LOCATIONS OF ALL INTERIOR LOAD BEARING ASSEMBLIES AND SHEAR WALL LOCATIONS.
- ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL KITCHENS SHALL BE MOISTURE RESISTANT TYPE.
- ALL EXPOSED CONCRETE WALL CORNERS SHALL BE CHAMFERED.
- ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.

GENERAL NOTES

- MAINTAIN CONTINUOUS FIRE RATED SEPARATION AROUND JANITOR ROOMS, STORAGE ROOMS, AND MECHANICAL ROOMS; CARRY WALLS TO UNDERSIDE OF STRUCTURE.
- PROVIDE CONTINUOUS SEALANT AROUND BOTH SIDES OF ALL DOOR AND WINDOW FRAMES.
- IN ALL LOCATIONS WHERE GYPSUM BOARD ABUTS DISSIMILAR MATERIAL, USE A MILCOR AND/OR J-TRIM AT EDGE SURFACES. ALLOW 3mm +/- GAP. EX. DOOR, WINDOW FRAME, CONCRETE WALL, CONCRETE, BRICK ETC.
- PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS.
- ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTITIOUS MATERIALS AND DIRECTLY UNDER EXTERIOR ALUMINUM SILLS SHALL BE PRESSURE TREATED.
- FURR-IN ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.
- SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND QUANTITY OF DIFFUSERS, GRILLES, FIXTURES, AND EQUIPMENT. CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUIT ARCHITECTURAL REFLECTED CEILING PLANS AND/OR DETAILS.
- CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLIES WITH APPROVED (ULC) MASTIC CAULKING.
- PROVIDE ACOUSTICAL SEALANT AT JUNCTIONS OF SOUND RATED PARTITIONS.
- WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTITION STAGGER THESE OUTLETS 2 STUD SPACES. PROVIDE ACOUSTICAL SEALANT ALL AROUND.

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A0.0

TITLE PAGE



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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE 'P1' UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. NORTH ARROW NOT SHOWN AS LOCATION IS SUBJECT TO CHANGE.

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
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03/03/22	CLIENT REVIEW

PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**BASEMENT
FLOOR PLAN**

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

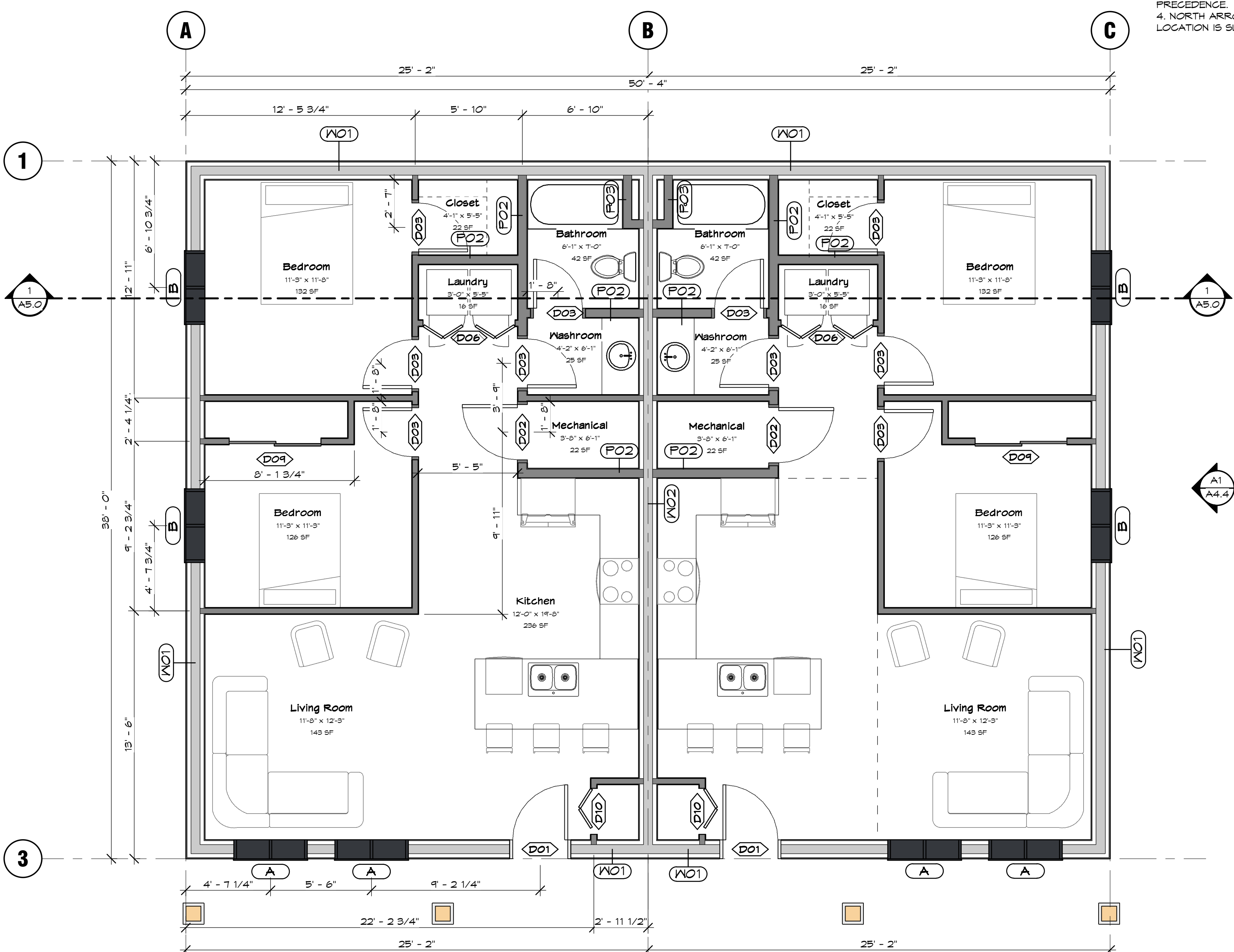
A3.0

D

C

B

A



NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE, MIRROR IMAGE ONLY.

LEVEL 0 FLOOR PLAN
SCALE = 1" = 1/4"



1

2

3

4

5



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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE "P1" UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. NORTH ARROW NOT SHOWN AS LOCATION IS SUBJECT TO CHANGE.

SEALS

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02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**MAIN FLOOR
PLAN**

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A3.1

D

C

B

A

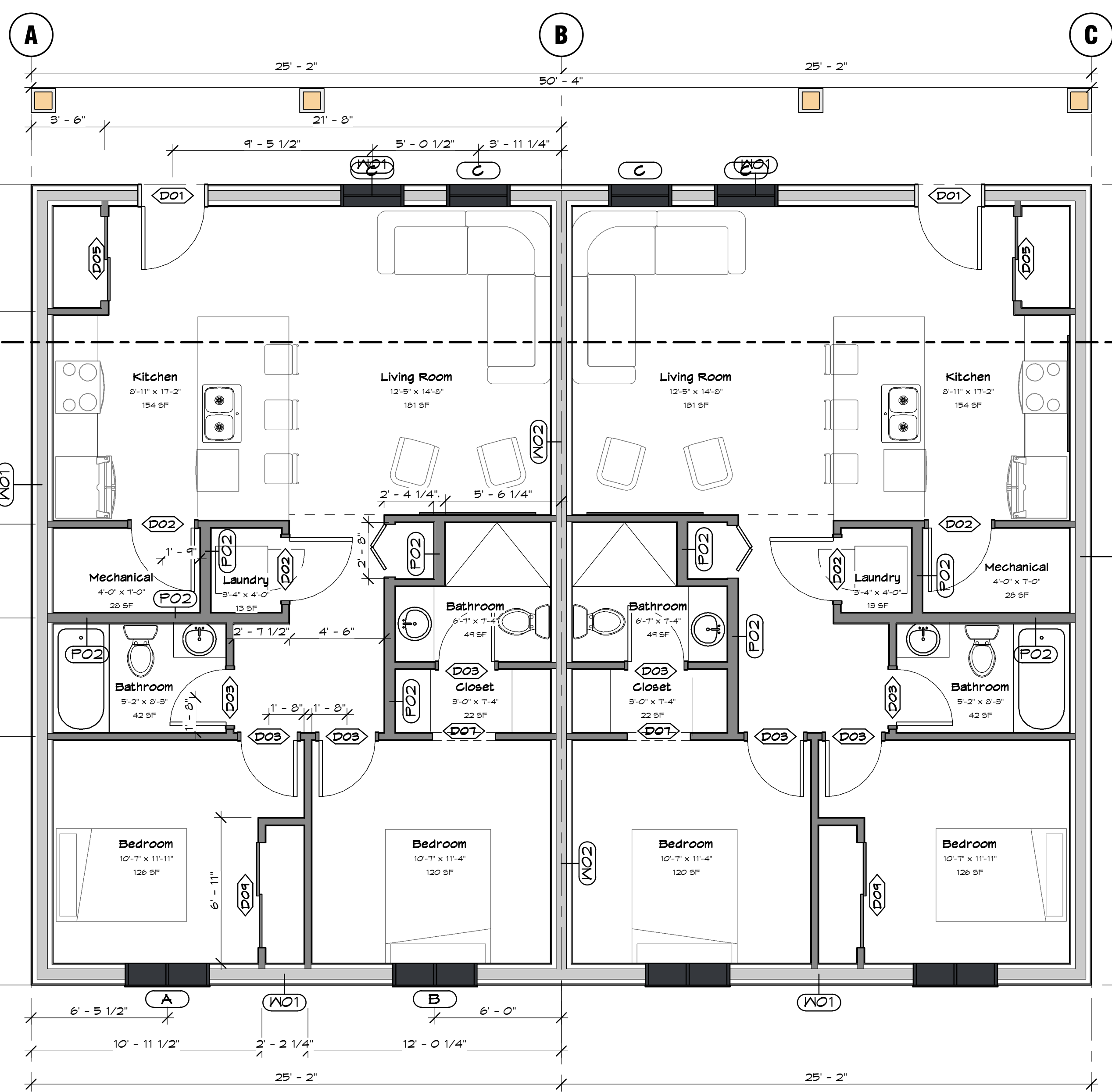
1

2

3

4

5



LEVEL 1 FLOOR PLAN

SCALE = 1" = 1/4"

NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE, MIRROR IMAGE ONLY.



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SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC

DRAWING TITLE

ROOF PLAN

SCALE: 1' = 1/4"

DRAWN: RKD/JE

CHECKED: IM

OCT' 21

21-070

A3.4

D

C

B

A

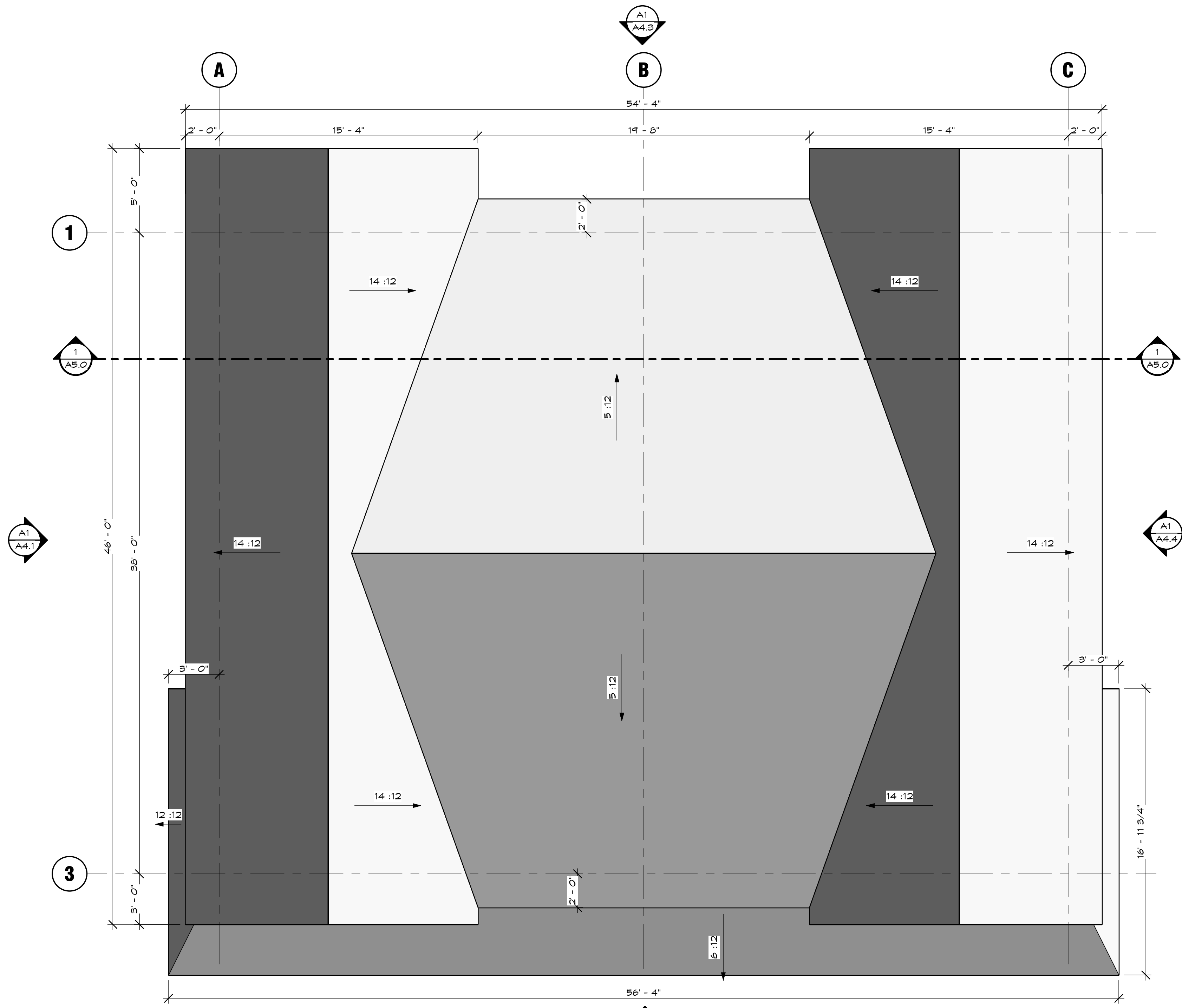
1

2

3

4

5



T.O. ROOF
 SCALE = 1' = 1/4"



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KEYNOTE LEGEND

01	ASPHALT SHINGLE
08	WHITE HORIZONTAL 7.25" HARDIE LAP
09	DARK TONE HARDIE VERTICAL PLANK
12	DARK TONE HARDIE BOARD AND BATTEN
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows
Phase 1, Bldg 4
 Generation Homes
 15 Ave Invermere BC

DRAWING TITLE
EXTERIOR
BUILDING
ELEVATIONS

SCALE: 1' = 1/4"	
DRAWN: JE	
CHECKED: IM	
OCT' 21	A4.0
21-070	



ELEVATION A
 SCALE = 1' = 1/4"

1

2

3

4

5



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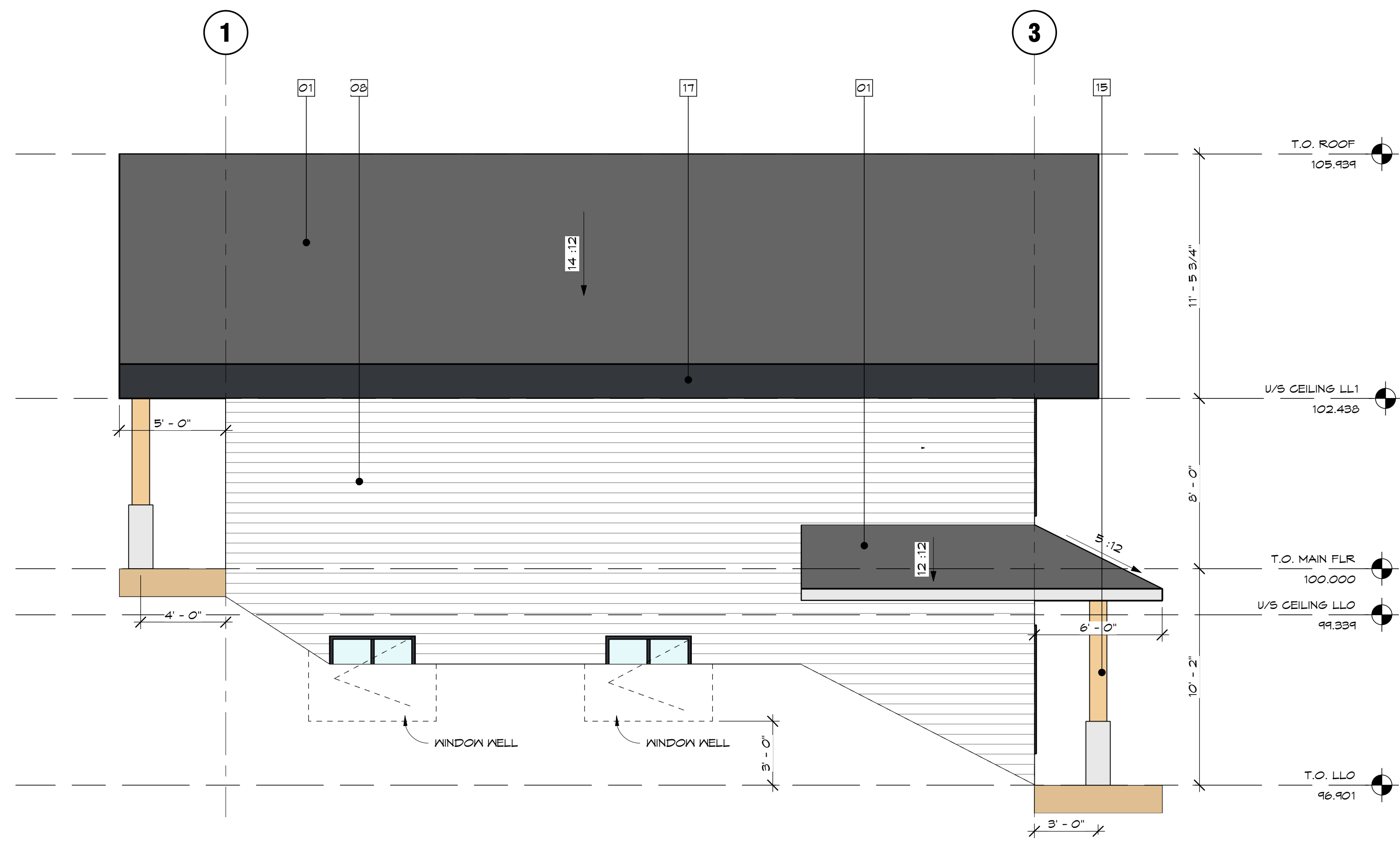
KEYNOTE LEGEND	
01	ASPHALT SHINGLE
08	WHITE HORIZONTAL 7.25" HARDIE LAP
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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REVISIONS & ISSUES	
MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

D
C
B
A



ELEVATION B
A1
A4.1 SCALE = 1' = 1/4"

PROJECT TITLE
Pinetree Meadows
Phase 1, Bldg 4
 Generation Homes
 15 Ave Invermere BC

DRAWING TITLE
EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"
 DRAWN: JE
 CHECKED: IM
 OCT' 21
 21-070

A4.1

1 2 3 4 5



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KEYNOTE LEGEND	
01	ASPHALT SHINGLE
04	CHARCOAL FASCIA
08	WHITE HORIZONTAL 7.25" HARDIE LAP
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**EXTERIOR
BUILDING
ELEVATIONS**

SCALE: 1' = 1/4"

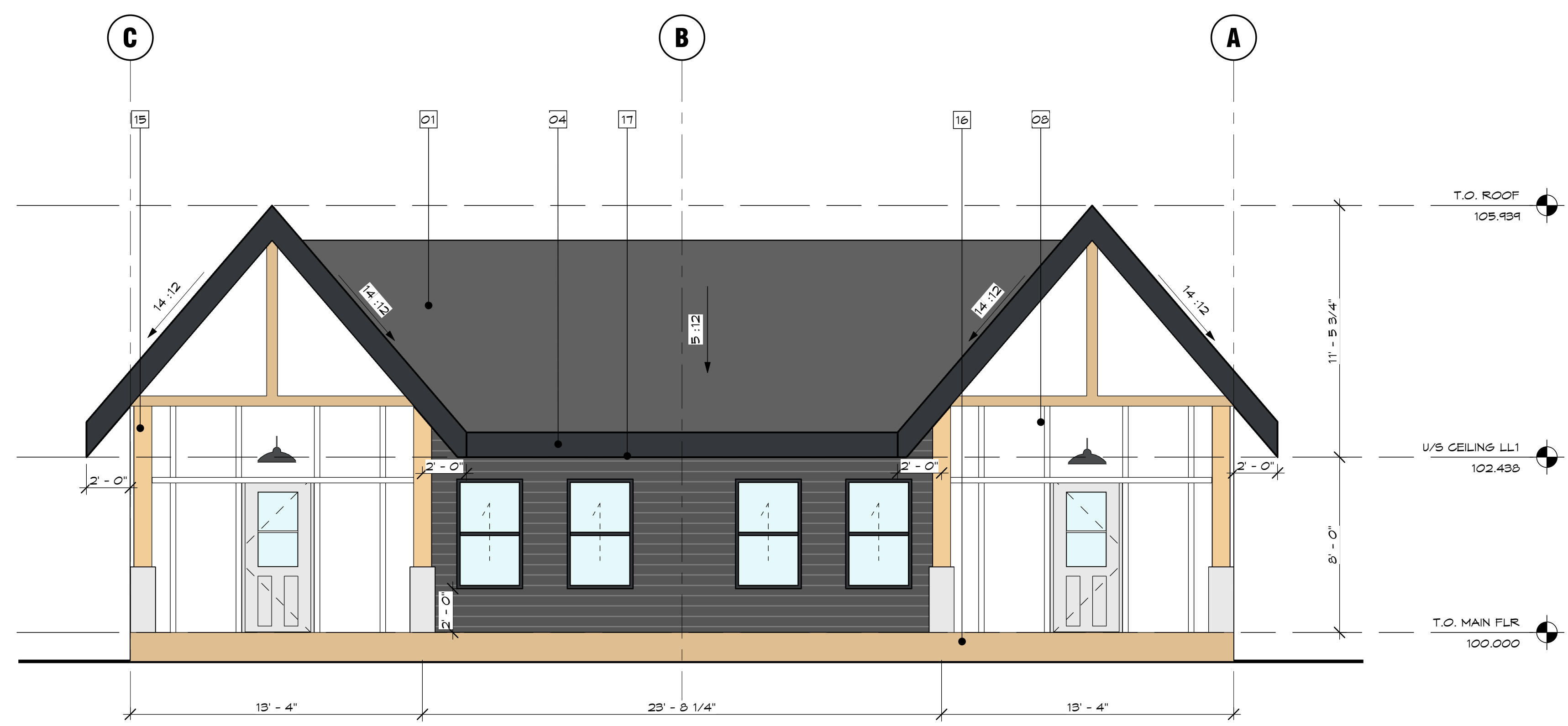
DRAWN: RKD/JE

CHECKED: IM

OCT' 21

21-070

A4.3



ELEVATION C
SCALE = 1' = 1/4"

1

2

3

4

5

D

C

B

A



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KEYNOTE LEGEND	
01	ASPHALT SHINGLE
04	CHARCOAL FASCIA
08	WHITE HORIZONTAL 7.25" HARDIE LAP
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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REVISIONS & ISSUES	
MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**EXTERIOR
BUILDING
ELEVATIONS**

SCALE: 1' = 1/4"

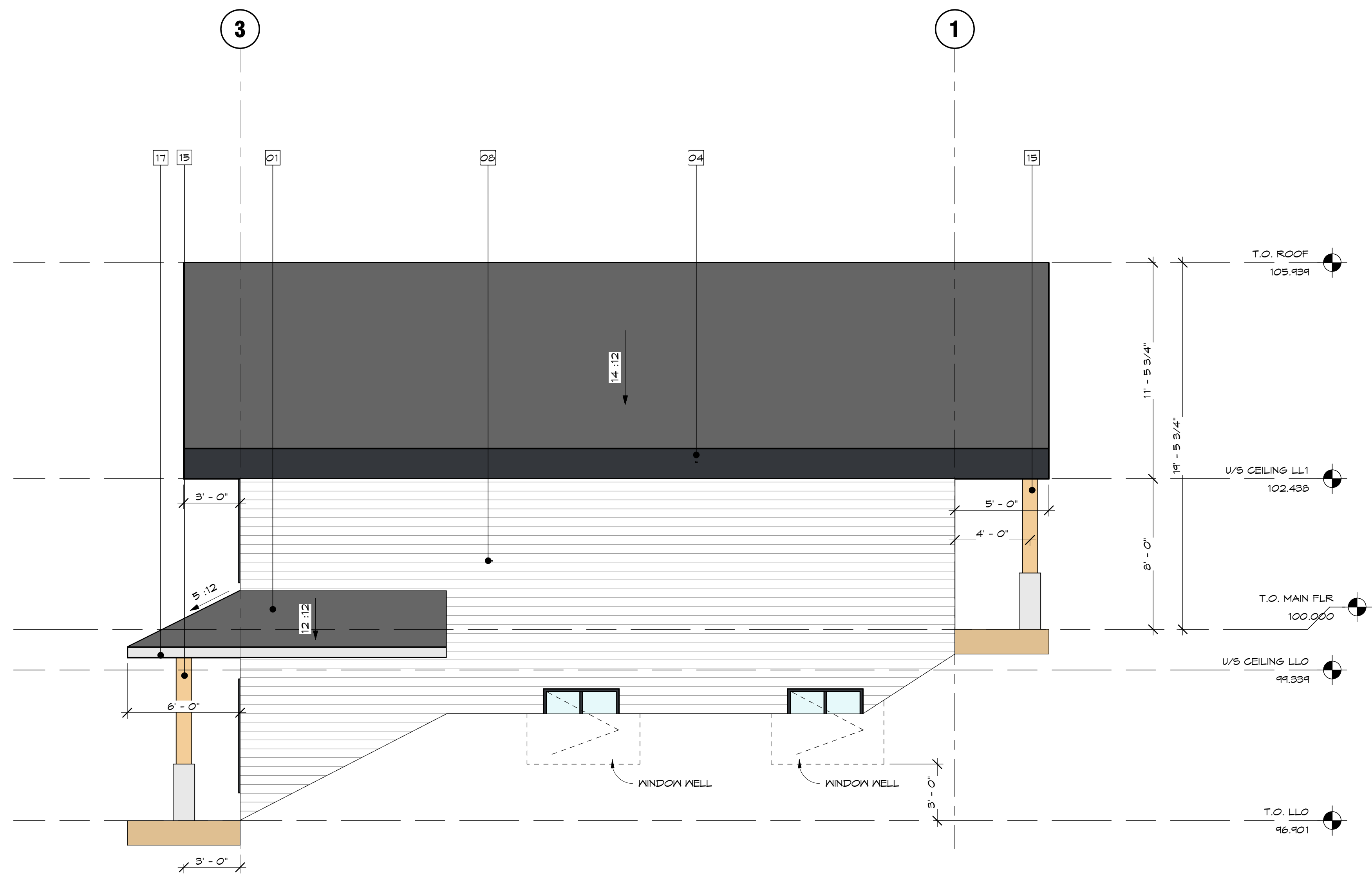
DRAWN: RKD/JE

CHECKED: IM

OCT' 21

21-070

A4.4



ELEVATION D

A1
A4.4 SCALE = 1" = 1/4"

1 2 3 4 5

D
C
B
A



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PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**BUILDING
SECTIONS**

SCALE: 1' = 1/4"

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A5.0



SECTION A
SCALE = 1' = 1/4"

1

2

3

4

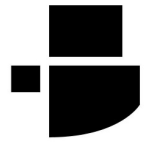
5

D

C

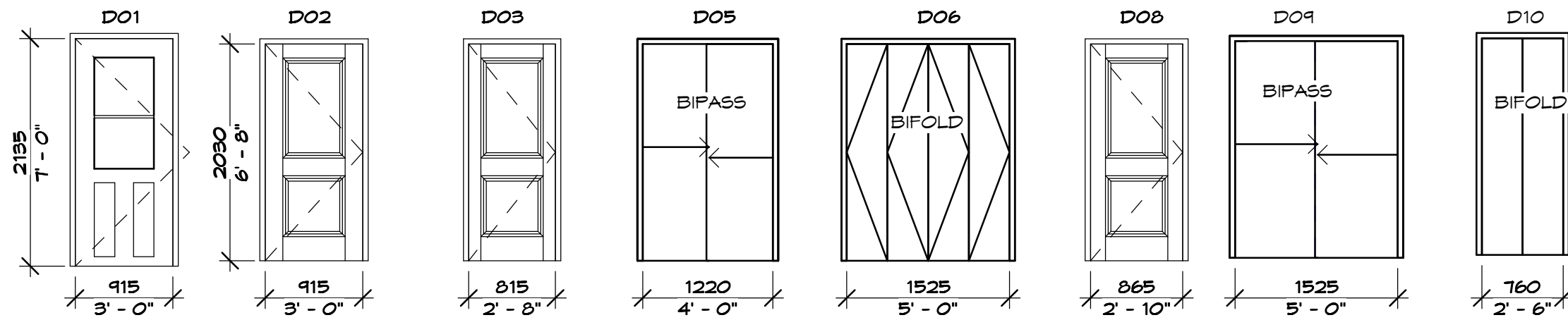
B

A



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DOOR ELEVATIONS



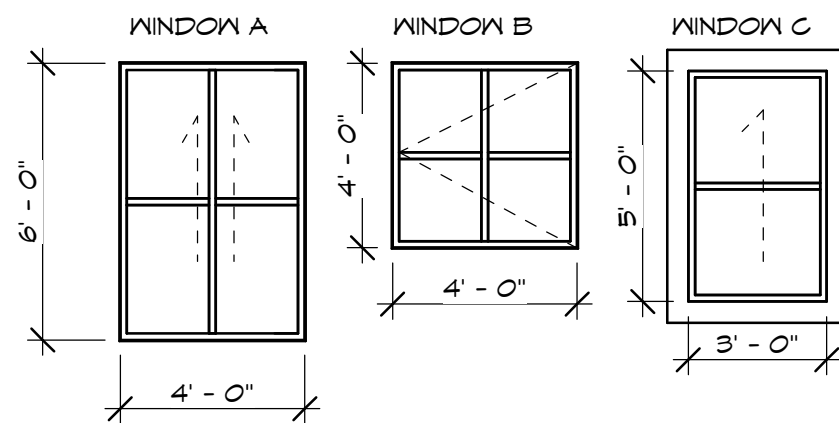
NOTE: SWING DIRECTION AS PER PLANS. DOOR STYLE/# PANELS SUBJECT TO CHANGE. ROUGH OPENING AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. HARDWARE TBC.

DOOR SCHEDULE

Dimension are Nominal Only, Contractor to Verify on Site

ELEV.	DOOR		Door Style	Count	DOOR		NOTES
	WIDTH	HEIGHT			FINISH	F.R. LABEL	
D01	915	2135	HMD (INSULATED) / PSF / PAINTED	4	TBC		Vented - Must be Barrier Free Compliant
D02	915	2030	WD (HOLLOW) / PSF / PAINTED	6	TBC		
D03	815	2030	WD (HOLLOW) / PSF / PAINTED	18	TBC		
D05	1220	2030	WD (HOLLOW) / PSF / PAINTED	2	TBC		
D06	1525	2030	WD (HOLLOW) / PSF / PAINTED	2	TBC		
D07	0	0	(none)	2	TBC		Opening Only - No door
D09	1525	2030	WD (HOLLOW) / PSF / PAINTED	4	TBC		
D10	760	2030	WD (HOLLOW) / PSF / PAINTED	4	TBC		

WINDOW ELEVATIONS



NOTE: REFER TO ELEVATIONS FOR OPERABLE WINDOW LOCATIONS. ROUGH OPENINGS AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS.

WINDOW SCHEDULE

Type Mark	Count	Description	Height	Width	Comments
A	6	2X2	1830	1220	
B	6	2X2	1220	1220	
C	4	1X2	1525	915	1'-6" AFF UNO

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

**Pinetree Meadows
Phase 1, Bldg 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**DOOR +
WINDOW
SCHEDULE**

SCALE: 1 : 50

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A9.0

EXHIBIT D

Strata Property Act

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

I, 1345408 B.C. LTD., 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:

PID: **TBD**

- 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 3, Phase 4, 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;*

<i>PHASE</i>	<i>COMMENCEMENT*</i>	<i>COMPLETION</i>
<i>1</i>	<i>September 1st 2022</i>	<i>January 31st 2023</i>
<i>2</i>	<i>September 1st 2023</i>	<i>January 31st 2024</i>
<i>3</i>	<i>September 1st 2024</i>	<i>January 31st 2025</i>
<i>4</i>	<i>September 1st 2025</i>	<i>January 31st 2026</i>
<i>5</i>	<i>September 1st 2026</i>	<i>January 31st 2027</i>
<i>6</i>	<i>September 1st 2027</i>	<i>January 31st 2028</i>
<i>7</i>	<i>September 1st 2028</i>	<i>January 31st 2029</i>
<i>8</i>	<i>September 1st 2029</i>	<i>January 31st 2030</i>

**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;

<i>Phase</i>	<i>Unit Entitlement</i>
<i>1</i>	<i>340</i>
<i>2</i>	<i>424</i>
<i>3</i>	<i>340</i>
<i>4</i>	<i>365</i>
<i>5</i>	<i>365</i>
<i>6</i>	<i>280</i>
<i>7</i>	<i>340</i>
<i>8</i>	<i>424</i>
Total Unit Entitlement:	2878

(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

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

Phase Number	Date
Phase 1	September 1 st 2022
Phase 2	September 1 st 2023
Phase 3	September 1 st 2024
Phase 4	September 1 st 2025
Phase 5	September 1 st 2026
Phase 6	September 1 st 2027
Phase 7	September 1 st 2028
Phase 8	September 1 st 2029

Signed,
1345408 B.C. LTD.

Signature of Applicant

Print Name: _____

Date of approval: _____, 2022.*

Signature of Approving Officer: _____
DISTRICT OF INVERMERE: RORY HROMADNIK

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.

SCHEDULE A

**SKETCH PLAN TO ACCOMPANY PHASED DECLARATION
OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120433**

BCGS : 82K.050



The intended plot size of this plan is
560 mm in width by 432 mm in height (C size)
when plotted at a scale of 1:300.

NOTE:
All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on
May 17th, 2022. Site Plan drawing:
21-070 phase 1 Buildings 1-9 Site data-Drafting View-OVERALL SITE PLAN PRESENTATION.dwg



This plan lies within the Regional District of East Kootenay

NOTES:

- PHASE 1: 4 SL Lots and 4 LCP Lots
- PHASE 2: 4 SL Lots and 4 LCP Lots
- PHASE 3: 4 SL Lots and 4 LCP Lots
- PHASE 4: 4 SL Lots and 4 LCP Lots
- PHASE 5: 4 SL Lots and 4 LCP Lots
- PHASE 6: 4 SL Lots and 4 LCP Lots
- PHASE 7: 4 SL Lots and 4 LCP Lots
- PHASE 8: 4 SL Lots and 4 LCP Lots

PROJECT NAME:
Pinetree Meadows
CIVIC ADDRESS:
2121 15th Avenue
Invermere, BC

LEGEND

- | | | |
|-------------------------------------|-----------------|-----------------|
| - - - denotes phase boundary | denotes Phase 1 | denotes Phase 5 |
| SL denotes Strata Lot | denotes Phase 2 | denotes Phase 6 |
| LCP denotes Limited Common Property | denotes Phase 3 | denotes Phase 7 |
| (C) denotes Common Property | denotes Phase 4 | denotes Phase 8 |
| (p) denotes Parking | | |

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH.DWG

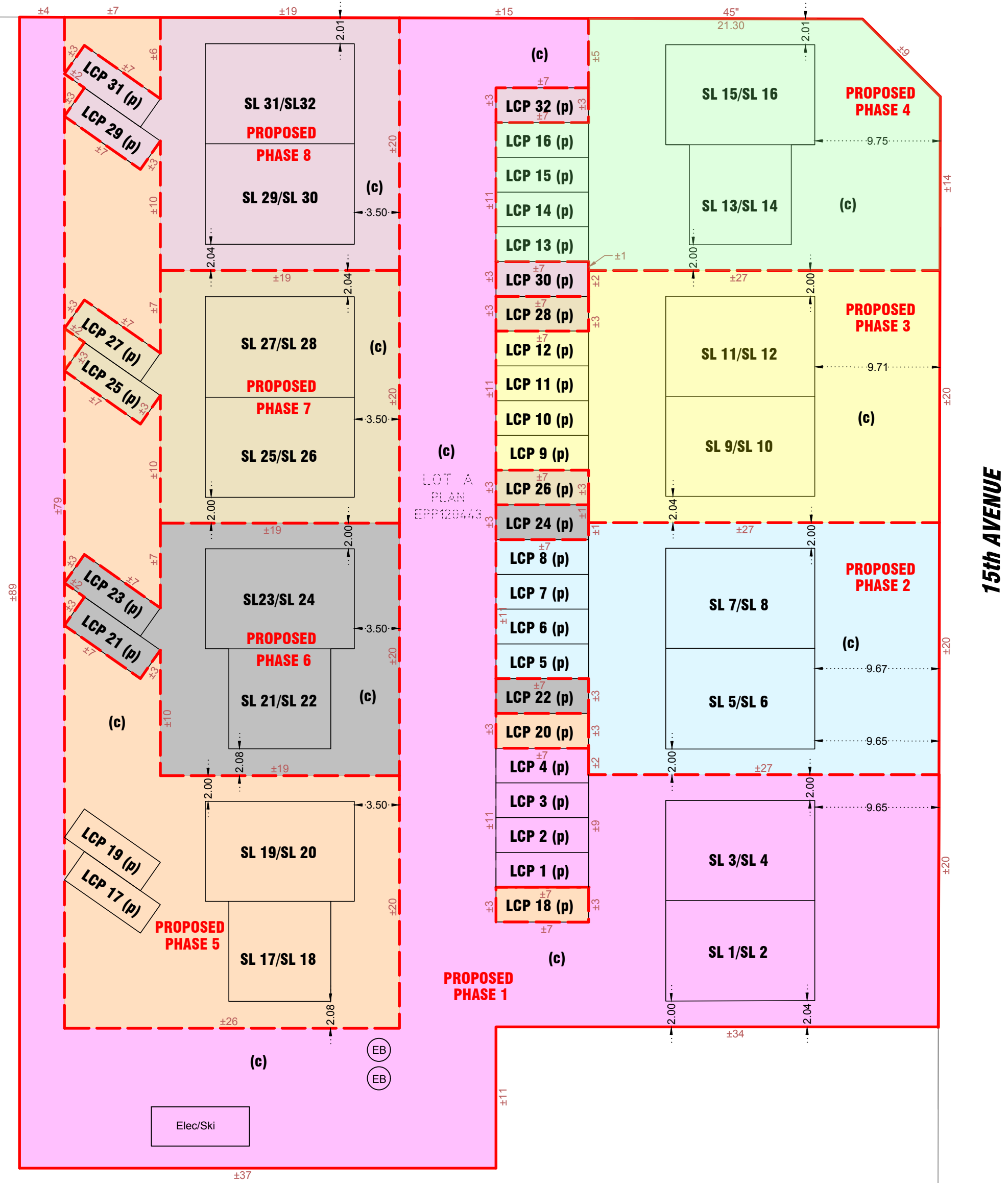
Date: May 27th, 2022

Surveyed : -

Drawn: NDW

Checked: EG/AB

LOT B
PLAN EPP120443



LOT B
PLAN EPP120443

EXHIBIT E

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:

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:

- (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 ²	Unit Entitlement	%* of Total Unit Entitlement**
1	4	84.7	85	3.0%
2	3	84.7	85	3.0%
3	4	84.7	85	3.0%
4	3	84.7	85	3.0%
5	TBD	169.4	169	5.9%
6	TBD	84.7	85	3.0%
7	TBD	84.7	85	3.0%
8	TBD	84.7	85	3.0%
9	TBD	84.7	85	3.0%
10	TBD	84.7	85	3.0%
11	TBD	84.7	85	3.0%
12	TBD	84.7	85	3.0%
13	TBD	55.3	55	1.9%
14	TBD	55.3	55	1.9%
15	TBD	169.6	170	5.9%
16	TBD	84.8	85	3.0%
17	TBD	55.3	55	1.9%
18	TBD	55.3	55	1.9%
19	TBD	169.6	170	5.9%
20	TBD	84.8	85	3.0%

21	TBD	55.3	55	1.9%
22	TBD	55.3	55	1.9%
23	TBD	84.8	85	3.0%
24	TBD	84.8	85	3.0%
25	TBD	84.7	85	3.0%
26	TBD	84.7	85	3.0%
27	TBD	84.7	85	3.0%
28	TBD	84.7	85	3.0%
29	TBD	169.4	170	5.9%
30	TBD	84.7	85	3.0%
31	TBD	84.7	85	3.0%
32	TBD	84.7	85	3.0%
Total number of lots: 32			Total unit entitlement: 2878	

* expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata plan

Date:_____.

Signature of Owner Developer

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

EXHIBIT F

Schedule of Strata Bylaws

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to 2 dogs;
- (e) up to 2 cats.

Inform strata corporation

- 4** (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5** (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
- (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
- (A) the structure of a building;
- (B) the exterior of a building;

(C) chimneys, stairs, balconies and other things attached to the exterior of a building;

(D) doors, windows and skylights on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors, windows and skylights on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing council member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Quorum of council

- 15** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 16** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 17** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 18** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 19** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

20 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

21 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

22 The strata corporation may fine an owner or tenant a maximum of

(a) \$50 for each contravention of a bylaw, and

(b) \$10 for each contravention of a rule.

Continuing contravention

23 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

24 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 25** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 26** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 27** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;

- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 28** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Display lot

- 29** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

EXHIBIT G

**PineTree Meadows
Proposed Initial Budget**

General Revenue

Strata Fees \$ 67,533.75

Total General Revenue \$ 67,533.75

General and Admin Expenses

Strata Management \$ 11,520.00

Insurance \$ 24,000.00

Repairs and Maintenance \$ 2,000.00

Waste Removal \$ 507.00

Accounting \$ 2,000.00

Hydro Costs \$ 1,500.00

Landscaping \$ 5,000.00

Snow Removal \$ 7,500.00

Total General and Admin Expenses \$ 54,027.00

Contingency Reserve Fund Contribution \$ 13,506.75

Total Expenses \$ 67,533.75

Schedule A to PineTree Meadows Proposed Initial Budget

Strata Lot	Unit Entitlement	Monthly strata fee
Strata Lot 1	3.0%	\$ 166.21
Strata Lot 2	3.0%	\$ 166.21
Strata Lot 3	3.0%	\$ 166.21
Strata Lot 4	3.0%	\$ 166.21
Strata Lot 5	5.9%	\$ 330.47
Strata Lot 6	3.0%	\$ 166.21
Strata Lot 7	3.0%	\$ 166.21
Strata Lot 8	3.0%	\$ 166.21
Strata Lot 9	3.0%	\$ 166.21
Strata Lot 10	3.0%	\$ 166.21
Strata Lot 11	3.0%	\$ 166.21
Strata Lot 12	3.0%	\$ 166.21
Strata Lot 13	1.9%	\$ 107.55
Strata Lot 14	1.9%	\$ 107.55
Strata Lot 15	5.9%	\$ 332.43
Strata Lot 16	3.0%	\$ 166.21
Strata Lot 17	1.9%	\$ 107.55
Strata Lot 18	1.9%	\$ 107.55
Strata Lot 19	5.9%	\$ 332.43
Strata Lot 20	3.0%	\$ 166.21
Strata Lot 21	1.9%	\$ 107.55
Strata Lot 22	1.9%	\$ 107.55
Strata Lot 23	3.0%	\$ 166.21
Strata Lot 24	3.0%	\$ 166.21
Strata Lot 25	3.0%	\$ 166.21
Strata Lot 26	3.0%	\$ 166.21
Strata Lot 27	3.0%	\$ 166.21
Strata Lot 28	3.0%	\$ 166.21
Strata Lot 29	5.9%	\$ 330.47
Strata Lot 30	3.0%	\$ 166.21
Strata Lot 31	3.0%	\$ 166.21
Strata Lot 32	3.0%	\$ 166.21
	100.0%	\$ 67,533.75

EXHIBIT H



1. Application

**Columbia Valley Law Corporation
Barristers and Solicitors
Box 639, 1309 - 7th Ave
Invermere BC V0A 1K0
250-342-6904**

2. Description of Land

PID/Plan Number	Legal Description
013-506-722	LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

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

5. Transferor(s)

1345408 B.C. LTD., NO.BC1345408

6. Transferee(s)

**DISTRICT OF INVERMERE
BOX 339, 914- 8TH AVENUE
INVERMERE BC V0A 1K0**

7. Additional or Modified Terms

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)

YYYY-MM-DD

1345408 B.C. LTD.
By their Authorized Signatory

Christine Scott

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

District of Invermere
By their Authorized Signatory

Rory Hromadnik

Officer Certification

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

Electronic Signature

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

--

**TERMS OF INSTRUMENT—PART 2, SECTION 219 COVENANT—WHERE REPORT OF
GEOTECHNICAL ENGINEER REQUIRED**

TERMS OF INSTRUMENT—PART 2
SECTION 219 COVENANT

THIS AGREEMENT dated for reference June 15, 2022 is

BETWEEN:

1345408 B.C. LTD.

(the “Owner”)

AND:

DISTRICT OF INVERMERE

(the “Municipality”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of the land in Invermere, British Columbia, legally described as: Lot 1 District Lot 1092 Kootenay District Plan 8385 Except Part Included in Plan NEP20703 and EPP120442 (the “Land”);
- B. The Municipality is the District of Invermere;
- C. A portion of the Land falls within the Hazardous Slopes Development Permit Area and the Municipality’s building inspector has required the Owner to provide the building inspector with a report certified by a professional engineer, with experience in geotechnical engineering (the “Engineer”) that the Land may be used safely for the use intended;
- D. The Owner has provided the Municipality with the report of the Engineer, which report is attached to this Agreement as Schedule A (the “Report”);
- 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 has agreed to enter into this Agreement and to register it against the title to the Land as a covenant and indemnity under s. 219 of the *Land Title Act* and s. 56 of the *Community Charter*.

THIS AGREEMENT 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 will use the Land only in the manner determined and certified by the Engineer in the Report as enabling the safe use of the Land for the use intended.
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.
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 Land 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 Agreement.
4. The Owner releases and forever discharges the Municipality from any claim, cause of action, suit, demand, expenses, costs and legal fees which the Owner may have against the Municipality for any loss or damage or injury that the Owner may sustain or suffer arising out of the issuance of a building permit under this Agreement or the use of the Land as a result of the issuance of a building permit to construct, alter or add to a building or structure on the Land.
5. The Owner covenants and agrees to indemnify and save harmless the Municipality from any and all claims, causes of action, suits, demands, expenses, costs and legal fees that anyone might have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a building permit under this Agreement or the use of the Land as a result of the issuance of a building permit, to construct, alter or add to a building or structure on the Land.
6. The parties agree that this Agreement 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.
7. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
8. This Agreement does not
 - a. affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the Interpretation Act, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land,
 - b. affect or limit any enactment relating to the use or subdivision of the Land, or

- c. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
11. 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 Agreement does not operate as a waiver of any other breach of this Agreement.
12. If any part of this Agreement 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.
13. This Agreement is the entire agreement between the parties regarding its subject.
14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
16. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.
17. 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 WITNESS WHEREOF 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— Geotechnical Report



GROUNDTECH
ENGINEERING LTD.

BOX 688
FERNIE, BC, V0B 1M0
Phone: 250.423.4829
Fax: 250.423.4819
groundtech@shaw.ca

December 16, 2021

Generation Homes
Invermere, BC
Email: tinks@me.com

Attention: Christine Scott

**RE: GEOTECHNICAL SITE INVESTIGATION
PROPOSED MULTI-FAMILY UNITS
2128 15TH AVENUE
DISTRICT OF INVERMERE, BC**

Dear Ms. Scott,

Please find attached a copy of the subject report. If you have any questions or require additional information, please contact me any time at (250) 423-4829.

Yours truly,

Douglas A. Clapp, P.Eng.

encl.

**GEOTECHNICAL SITE INVESTIGATION
PROPOSED MULTI-FAMILY UNITS
2128 15TH AVENUE
DISTRICT OF INVERMERE, BC**

**Prepared For:
Generation Homes
Invermere, BC**

**Groundtech Engineering Ltd.
PO Box 688, Fernie, BC V0B 1M0**

December 2021

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Appendix V	Landslide Assessment Assurance Statement

1.0 INTRODUCTION

This report provides the findings and recommendations of a geotechnical investigation completed on lands proposed for residential development within the District of Invermere (DOI), BC. Groundtech Engineering Ltd. (Groundtech) completed the assessment at the request of Ms. Christine Scott, the prospective property owner.

The investigation was requested because the proposed structures are on lands within the DOI Hazardous Area with slopes exceeding 20%. As such, a Development Permit (DP) from the DOI is required prior to construction. This being the case, the DOI requires a geotechnical engineering report that addresses the slope stability of the site and supports both the DP application and the construction of the structures. The presence of fill soils on site is also addressed.

2.0 SITE LOCATION AND DESCRIPTION

The property is located at 2128 15th Avenue in the District of Invermere and is situated on the lower east-facing slopes of the Rocky Mountain Trench and west of Lake Windermere. The legal address of the property is Lot 1, Plan NEP8385, District Lot 1092, Land District 26 Except Plan NEP20703. (Figure 1, Appendix I).

The site is located on the edge of a drumlinized terrace with north through east aspects. The terrain is complex, containing steep hillslopes and lower bench features. There is a residence with an associated driveway that provides access from 15th Avenue and Pinetree Road. The southern portion of the lot contains some coniferous forest. It is understood that the northeast portion of the property has had some fill placed.

3.0 PROPOSED DEVELOPMENT

At the time of the investigation, development plans were preliminary. The proposed development included removing the existing residence and the construction of multiple 4-plex buildings. The approximate proposed building locations are shown on Figure 2. The number of buildings and their specific locations was not available at the time of this report. The structures are to be based on conventional shallow footings and/or deep foundations, that is, helical piles. The lower floor and garage floors are planned to be concrete slabs-on-grade.

Photos of the property are found in Appendix II.

4.0 BACKGROUND INFORMATION

4.1 Physiography, Surface and Bedrock Geology

Mapping indicates that the site is partially located on the edge of a drumlinized terrain mantled with basal till associated with the Fraser glaciation and partially on the Toby Creek Alluvial Fan. Post-glacial erosion by streams and rivers resulted in terraces, fluvial channels and gullies.

In this area of Invermere, glaciofluvial sediments are associated with glacial Lake Invermere which had a shoreline elevation of approximately 878 m. Meltwater streams feeding the lake deposited large quantities of silt and sand to depths exceeding 30 m. Rapid drainage of the lake eroded a deep, wide channel through

the glaciolacustrine sediments. Post-glacial deposition by streams and surface runoff produced alluvial fans, deltas and channel sediments. Erosion by streams and rivers resulted in terraces, fluvial channels and gullies. Continued fluvial sediment deposition produced deltas which dammed portions of the Rocky Mountain Trench at Canal Flats, Dutch Creek, Toby Creek, former Columbia Lake, Windermere Lake and the Columbia River floodplain.

Bedrock surface exposure was encountered on the north-facing slope on the northern portion of the property.

4.2 Historical Fill Placement

It is Groundtech's understanding, from speaking with both earthwork contractors and long-time Invermere residents, is that fill had been placed on the property. The fill placement was associated with the development of the Pinetree Subdivision and the property owner's desire to fill the gully located near the northeast corner. The fill placement is interpreted to be mostly on the north portion of the property. Some of the proposed building locations are within the fill areas.

5.0 FIELD INVESTIGATION

Ms. Isabel Ferreira, E.I.T., and Matthew Schwetz, E.I.T., both of Groundtech, completed the investigation on November 29, 2021. The site investigation was conducted with a visual assessment of the building site and adjacent areas. Six test pits (T1 to T6) were excavated using a tracked excavator to depths between 1.0 m to 3.6 m. Soil strength of coarse-grained soils was also interpreted from visual assessment and the observed difficulty of digging. Undrained shear strength (S_u) tests of fine-grained, semi-disturbed soil samples were made using a Pocket Penetrometer (PP) and/or a Torvane.

The soils exposed in the test pits were visually classified, and the associated stratigraphy was logged. The test pit logs are found in Appendix III. Representative disturbed grab samples of selected materials were collected for future reference and/or possible laboratory testing. Observations were made of the sloughing of test pit walls and groundwater seepage, where present. All test pits were backfilled. The approximate test pit locations are shown on Figure 2.

5.1 Terrain Conditions

Terrain mapping suggests the site is partially situated on the edge of a drumlinized terrain mantled with basal till and partially on the Toby Creek Alluvial Fan. Topography mapping for the site, which was obtained from the client, is shown on Figure 3.

As noted previously, the site terrain is complex. The southwest portion of the property contains a steep hillslope with north through east aspects. The northern west portion of the lot contains a bench. The southern portion contains moderate slopes to steep slopes on the east aspect of the hill. There is a low-lying area in the northeast corner of the property; this low-lying area is separated from the bench in the northwest part of the lot by a short steep hillslope. There is also a bench on the east-facing portion of the hillslope, which contains the residence.

Slope angles on the property ranged from 8° to 31°. The vertical relief of the hillslope is approximately 25 m. The field investigation found no signs of slope instability.

The forest area consists of pine trees and the remainder of the property is vegetated with wild grasses.

5.2 Soil and Bedrock Conditions

Soils mapping indicates the presence of glaciofluvial and till soils. Soils encountered on the site are consistent with the area's soil mapping.

T1 was excavated on the low-lying area, near the north corner of the lot, to a depth of 3.45 m. The soil stratigraphy included fill to a depth of 2.53 m. Fill soils consisted of upper layers of compact silt with some gravel, trace sand and clay, underlain by compact, dry silt with some sand, some gravel, some cobbles and trace clay and boulders to a depth of 2.53 m. A thin layer of moist, loose silt (i.e., native) was encountered between 2.53 m and 2.6 m. The lowermost horizon consisted of firm, moist silt with some clay.

T2 was excavated on the low-lying area, at the center east side of the lot, to a depth of 2.8 m. The soil stratigraphy included fill to a depth of 2.3 m. Fill soils consisted of compact, dry, sandy silt with some gravel, underlain by compact, dry, gravelly, cobbly silt with some sand and traces of boulders to a depth of 2.3 m. A thin layer of compact, moist silt with trace clay (i.e., native) was found between 2.3 m and 2.35 m. The lowermost horizon consisted of firm to stiff, moist silt with some gravel, some clay and a trace of sand.

T3 was excavated on the low-lying area, on the north side of the lot, to a depth of 1.9 m. Fill described as compact, dry, silty sand with a trace of gravel was found to a depth of 0.8 m. Compact, dry silt (i.e., native) was discovered to a depth of 1.0 m. The lowermost horizon consisted of very stiff, dry, clayey silt with some gravel and trace cobbles (i.e., till).

T4 was completed on the northwest corner of the lot to a depth of 3.6 m. The soil stratigraphy included fill to a depth of 2.9 m. The fill layer was described as compact, dry silt with some sand, some gravel and a trace of cobbles to a depth of 1.4 m, underlain by loose, dry gravel and sand with some silt and trace cobbles to a depth of 2.9 m. The lowermost horizon consisted of compact to firm, moist silt with some clay, some gravel and a trace of sand (i.e., native).

T5 was excavated center and south of the lot to a depth of 1.0 m. The upper 0.5 m was described as topsoil underlain by compact, moist silt with some gravel and some sand to a depth of 0.3 m. From 0.3 m to 0.9 m, the soil was described as dry, clayey, sandy, gravelly silt with a trace of cobbles (i.e., till).

T6 was excavated south of the lot to a depth of 2.0 m. The upper 0.25 m soil layer was described as topsoil underlain by dense, dry, clayey, gravelly silt with some sand and trace cobbles (i.e., till) to the bottom of the test pit.

There are bedrock surface exposures on the hill's north-facing slope. Some blasting might be required for building and road construction.

5.3 Groundwater Conditions

The site investigation found no evidence of groundwater close to the ground surface (i.e., seepage in test pits or surface exposures). Groundwater in the area is interpreted to be close to lake levels and significantly deep, and should not affect slope stability at the site.

6.0 GEOHAZARD ASSESSMENT – NATURAL HAZARDS AND SLOPE STABILITY

6.1 Geohazard Assessment

Assessing the site for suitability includes investigating to determine if there is evidence of geomorphic processes (i.e., landslide, creep, erosion, flooding, etc.) that could negatively impact the building site. In addition, the building site has to satisfy a geotechnical Factor of Safety (FOS) acceptance criteria in terms of landslides. As mentioned earlier, the DOI, the approving authority, requires a DP for construction on terrain with slopes greater than 20 %. This report is in support of the development permit application.

6.2 Residential Development Potential Criteria

An assessment of the property was carried out to identify an area(s) safe for residential development with respect to geohazards. Potential geohazards that could affect the site are limited but include steep slopes.

A building site that is considered safe for the placement of a residential structure(s) should satisfy the following criteria:

- The EGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in B.C. where developable lands should be “safe for the intended use”;
- The appropriate event type that could affect the site is considered to be a “damaging event” and not a “life-threatening event”. The suggested safety standard by BC Ministry of Transportation and Infrastructure is that the lands should be subject to less than a 10 % chance in 50-years of an occurrence of a landslide (i.e., damaging event); this equates to a 475-year return period for a single event;
- The geotechnical engineering requirement that terrain considered for development with permanently habitated structures should have a Factor of Safety (FOS) against landslides of at least 1.5 (static conditions) and 1.0 (seismic conditions). FOS is the ratio of the resisting forces to the driving forces for a given slope profile and failure surface. A FOS of close to one or less than one would represent an unstable slope. FOSs at increasing values above one lends increasing confidence in the stability of the slope;
- Geomorphic processes that are active on the site.

6.3 Slope Stability Analysis

Slope stability analysis was carried out to determine the relative safety of the site in terms of susceptibility to landslides; this was done for an undeveloped scenario. In geotechnical engineering practice, the degree of stability of a site is measured by a FOS parameter, where the FOS is the ratio of the resisting forces to the driving forces for a given slope profile and failure surface. A FOS of close to one or less than one would represent an unstable slope. FOSs at increasing values above one lends increasing confidence in the stability of the slope. The threshold acceptable FOS value for residential development is 1.5 (static) and 1.0 (seismic). Seismic analysis was not assessed as the earthquake magnitudes are generally low enough that the static FOS values typically govern over seismic values.

Six slope profiles (XS1-XS6) were assessed using Rocscience’s Slide software using the GLE/Morenstern-Price Method (i.e., circular failure surface). The slope profile locations are shown on Figure 3. The profiles

were determined from slope contours provided by the client. The soil stratigraphy assumed in the slope stability analysis is based on conditions encountered in the test pits and Groundtech's knowledge of the area. Representative estimates of soil, groundwater and bedrock conditions for the profile were incorporated in the stability analysis; assumed soil parameters are shown on the plots. The soil strength parameter (i.e., effective friction angle ϕ) is based on established strength parameters for a given soil type and/or the angle of the steepest slope on or near the site. The results of the stability analysis are presented in Table 1:

Table 1 - Results of Slope Stability Analysis		
XS	FOS	Comments
XS1	2.79	Pre-construction: till, effective friction angle 30°, cohesion 5 kPa; FOS greater than 1.5.
XS2	2.53	Pre-construction: till, effective friction angle 30°, cohesion 5 kPa; FOS greater than 1.5.
XS3	2.74	Pre-construction: till, effective friction angle 30°, cohesion 5 kPa; FOS greater than 1.5.
XS4	1.81	Pre-construction: till, effective friction angle 30°, cohesion 5 kPa; FOS greater than 1.5.
XS5	1.64	Pre-construction: till, effective friction angle 30°, cohesion 5 kPa; FOS greater than 1.5.
XS6	2.86	Pre-construction: till, effective friction angle 30°, cohesion 5 kPa; FOS greater than 1.5.

Slope stability analysis results are found in Appendix IV.

6.4 Suitability of the Site for Development

The site assessment and slope stability analysis indicate the site is "safe for the intended use", providing the recommendations in this report are adhered to. The site is assessed to present less than a 10 % chance in 50 years of an occurrence of a landslide. Groundtech should review the building plans once they are more progressed to ensure slope stability is maintained during construction and through the long term.

6.5 Landslide Assessment Assurance Statement

The completed Landslide Assessment Assurance Statement is attached in Appendix V.

7.0 CONSTRUCTION RECOMMENDATIONS

There are two distinct areas (i.e., A and B) on the property in terms of surficial materials. In Area A, the soils are composed of till (i.e., clayey silt, some sand, some gravel), and/or bedrock and are acceptable for residential construction. In Area B, the near-surface soils consist of non-engineered fill up to a depth of approximately 2.9 m and would have to be removed. The location of Area A and B are shown on Figure 3.

7.1 Area A – Native Subgrade

Geotechnical Assessment

The surficial materials and site conditions are considered good for the construction of the proposed structures. Based on the soil characteristics and groundwater conditions at the site, structures may be supported on shallow, strip and pad footings. Concrete slab-on-grade floors are considered acceptable.

Site Preparation

The subgrade should be prepared by removing any organics, disturbed, loosened, water softened soils or weathered bedrock. The surface of the subgrade should be trimmed smooth with a clean-up bucket of an excavator and prepared to provide positive drainage off the subgrade surface to limit the possibility of water ponding. Following site preparation, heavy machinery should be restricted from prepared areas to not disturb and weaken subgrade soils. Drilling and blasting may be required to establish the required subgrade elevations within the bedrock.

Shallow Footings

It is assumed the footing subgrade will be prepared in either gravelly, clayey silt with some sand (i.e., till) or bedrock. For footings based on till, an allowable soil bearing pressure of 150 kPa (factored $\phi=0.5$) for Ultimate Limit States (ULS) and 150 kPa for Serviceability Limit States (SLS) may be used for footing design. For footings based on bedrock, an allowable soil bearing pressure of 1000 kPa (unfactored) for Ultimate Limit States (ULS) may be used for footing design (SLS is not applicable). The estimated total and differential settlements should be less than 25 mm and 19 mm, respectively, and be tolerable for the structure. The subgrade soils should adequately support building loads, considering the above-noted bearing values. Minimum footing sizes should be consistent with the local building code.

Footings based on bedrock require special attention. Drilling and blasting may be required to place foundations. The exposed, clean bedrock must be inspected by a qualified geotechnical engineer prior to the placement of concrete. If the bedrock is found to be sloped (i.e., greater than 6H:1V), doweling the footing into the bedrock is recommended; 15M rebar should be drilled and epoxied into competent bedrock, in two rows with 0.6 m spacing and with a minimum depth of 0.3 m through all footing areas.

Exterior wall footings based on sand and gravel should be founded at a minimum depth of 1.2 m below final site grade for protection from frost penetration. Similarly, footings in unheated areas should be founded at a minimum depth of 2.1 m below final site grade. If exterior footings cannot be placed at the recommended depths, they should be suitably insulated. If footings are based on bedrock, frost action should not be an issue.

The subgrade materials are considered Site Class B (i.e., rock) or Class C (i.e., very dense soil and soft rock), in terms of Site Classification for Seismic Site Response. The NRC website (<http://earthquakescanada.nrcan.gc.ca>) was used to provide the spectral and peak ground acceleration values for the site for a 2 % probability of exceedance in a 50-year event. The values are listed below in Table 2.

Table 2 - Invermere Spectrum Acceleration and PGA Data					
Return Period	Sa(0.2)	Sa(0.5)	Sa(1.0)	Sa(2.0)	PGA
Site Class B					
1:2475 yr	0.196	0.110	0.059	0.290	0.101
Site Class C					
1:2475 yr	0.255	0.169	.094	0.460	0.166

Drainage

To protect foundation walls from the ingress of water, a footing drainage system is required. Drain lines should be a minimum diameter of 100 mm, perforated, PVC pipe and placed adjacent to the exterior toe of the footing. The drain system should include cleanouts for maintenance. To minimize the migration of fines into the pipe, it should be buried below a 300 mm thickness of drain rock; the pipe and rock together should all be wrapped with non-woven geotextile filter cloth (i.e., Nilex 4551 or approved equivalent). The outlet pipe should be directed to daylight or the town's storm sewer.

For basement foundation walls, a minimum 500 mm wide, drainage layer should be placed in front of the basement foundation walls, on top of the aforementioned footing drain system, and should extend to within 0.3 m of the backfill surface. The drainage layer should consist of clean (i.e., < 5 % passing the U.S. No. 200 sieve), 75 mm minus sand and gravel, and should be moderately compacted. If sufficiently clean materials cannot be sourced, drain rock could be used but should be separated from adjacent native soils and overlying fill soils by non-woven, geotextile filter cloth (i.e., Nilex 4551 or approved equivalent). The frost walls may be backfilled with on-site materials unless there are structures at the surface that are sensitive to settlement (i.e., driveways or concrete walkways); if this is the case, structural fill should be used as backfill.

In order to promote drainage of surface waters away from the exterior of the foundation walls, the surface of any foundation backfill should be capped with a 0.3 m minimum thickness of low permeability soil (silt/clay). The final ground surface adjacent to the foundation walls should be sloped away from the building at a minimum grade of 1 % to 2 %.

Structural Fill

Structural fill should consist of clean (i.e., < 5 % of the U.S. No. 200 sieve), well-graded, 75 mm minus sand and gravel (pit run) or 19 mm minus crush and should be thoroughly compacted in maximum 150 mm thick lifts. In order to achieve suitable compaction, a minimum of six passes per lift with a minimum 1200 lb vibratory plate tamper or roller that provides similar compactive effort, should be completed. Depending on the natural moisture content of the material, the addition of water may be required to achieve suitable compaction. Should this be the case, water should be applied to the fill during the spreading of lifts, prior to compaction. The material should be compacted within 2 % of the optimum moisture content. Structural fill should not be placed frozen or on frozen ground.

Compaction testing (i.e., with a nuclear densometer) should be conducted on structural fills that are thicker than 1.0 m. The minimum compaction should be 100 % of the material's Standard Proctor Maximum Dry Density (SPMDD). If the surface of the backfill on an exterior foundation wall is to support structures sensitive to settlement, such as sidewalks, driveways or parking areas, the backfill should consist of compacted structural fill, as described above.

Concrete Slab-On-Grade

Floor slabs-on-grade should be underlain by a granular drainage layer consisting of at least 150 mm of clean, 20 mm minus crush or clean, 50 mm minus sand and gravel, and should be thoroughly compacted using a vibratory plate tamper, as described above. To inhibit the upward migration of moisture, slabs should be separated from the underlying drainage layer by 0.15 mm (6 mil) thick polyethylene sheeting vapour barrier. Adjacent sheets of vapour barrier should overlap a minimum of 0.6 m. Radon gas should be properly managed as per the BC Building Code.

Concrete Type

General Use (Gu) cement is recommended, as the soils in the area typically do not have any significant soluble sulphate content.

7.2 Area B – Non-Engineered Fill Soils

Geotechnical Assessment

The primary concern for this area is the presence of up to approximately 2.9 m of non-engineered fill. As such, the use of conventional shallow footings would require the removal of all the non-engineered fill and the placement of structural fill to mitigate settlement. It is understood helical piles are being considered as a foundation type, as this would allow the fill to remain in place and the piles to be used to support building loads. The lower floor system should consist of a structural slab based on grade beams or a wooden suspended floor used in conjunction with an underlying crawlspace.

Helical Piles

The soils investigation indicates the piles should be based below a depth of approximately 3.0 m. Bearing depths might vary due to differing fill thickness. Piles should be embedded a minimum of depth equivalent to one helix diameter in the native bearing soils.

Test pilings are recommended prior to placing the building piles. The purpose being to better define the thickness of fill and to establish the depth of the suitable end bearing in native soils. Groundtech should supervise the test pilings; final embedment targets will be confirmed after the test piling has been completed. The number of test piles can be determined once the location of the buildings has been decided. It should be noted that pile drilling through the fill may be difficult due to the content of the fill.

The preliminary pile design is summarized in Table 3.

Table 3 - Pile Design						
Pile Type	Factored Pile Load*kN	Depth from Current Ground Surface to Top of Bearing Zone (m)	Pipe Diameter (in.)	Number of Helixes	Torque** (ft-lbs)	Helix Diameter (in.)
SP4	115-251	3	4.5	1	7000-15000	16

* Factored service loads

** Torque data is from NRC CNRC Evaluation Report CCMC 13691-R Almita Screw Pile

There is no building load data at this time. The final pile design (i.e., spacing, layout, etc) should be confirmed once final load data is available. It is recognized that most of the pile length(s) will be submerged

in groundwater with the remaining portions either encased in the grade beam(s) and covered with soil. As such, there is limited exposure to air; as a result, corrosion protection is not warranted. A pile cap detail will be required and can be provided by a structural engineer or pile supplier (i.e., Almita).

It should be noted that placing helical piles at this site may be challenging and/or impractical due to the coarse fragment content of the fill and native till.

Concrete Structural Slab

Structural slabs should be underlain by a granular drainage layer consisting of at least 300 mm of clean (i.e., < 5 % passing the U.S. No. 200 sieve), 20 mm minus crush or clean, 50 mm minus sand and gravel, and should be thoroughly compacted using a vibratory plate tamper or vibratory roller. The minimum compaction should be 98 % of the material's SPMDD. To inhibit the upward migration of moisture, slabs should be separated from the underlying drainage layer by 0.15 mm (6 mil) thick, polyethylene sheeting, vapour barrier. Adjacent sheets of vapour barrier should overlap a minimum of 0.6 m. Building construction should address radon protection.

Drainage

To protect foundation walls from the ingress of water, a footing drainage system is required. Drain lines should be a minimum diameter of 100 mm, perforated, PVC pipe and placed adjacent to the exterior toe of the footing. The drain system should include cleanouts for maintenance. To minimize the migration of fines into the pipe, it should be buried below a 300 mm thickness of drain rock; the pipe and rock together should all be wrapped with non-woven geotextile filter cloth (i.e., Nilex 4551 or approved equivalent). The outlet pipe should be directed to daylight or the town's storm sewer.

For basement foundation walls, a minimum 500 mm wide, drainage layer should be placed in front of the basement foundation walls, on top of the aforementioned footing drain system, and should extend to within 0.3 m of the backfill surface. The drainage layer should consist of clean (i.e., < 5 % passing the U.S. No. 200 sieve), 75 mm minus sand and gravel, and should be moderately compacted. If sufficiently clean materials cannot be sourced, drain rock could be used but should be separated from adjacent native soils and overlying fill soils by non-woven, geotextile filter cloth (i.e., Nilex 4551 or approved equivalent). The frost walls may be backfilled with on-site materials unless there are structures at the surface that are sensitive to settlement (i.e., driveways or concrete walkways); if this is the case, structural fill should be used as backfill.

In order to promote drainage of surface waters away from the exterior of the foundation walls, the surface of any foundation backfill should be capped with a 0.3 m minimum thickness of low permeability soil (silt/clay). The final ground surface adjacent to the foundation walls should be sloped away from the building at a minimum grade of 1 % to 2 %.

Structural Fill

Structural fill should consist of clean (i.e., < 5 % of the U.S. No. 200 sieve), well-graded, 75 mm minus sand and gravel (pit run) or 19 mm minus crush and should be thoroughly compacted in maximum 150 mm thick lifts. In order to achieve suitable compaction, a minimum of six passes per lift with a minimum 1200 lb vibratory plate tamper or roller that provides similar compactive effort, should be completed. Depending on the natural moisture content of the material, the addition of water may be required to achieve suitable compaction. Should this be the case, water should be applied to the fill during the spreading of lifts, prior to compaction. The material should be compacted within 2 % of the optimum moisture content. Structural fill should not be placed frozen or on frozen ground.

Compaction testing (i.e., with a nuclear densometer) should be conducted on structural fills that are thicker than 1.0 m. The minimum compaction should be 100 % of the material's SPMDD. If the surface of the backfill on an exterior foundation wall is to support structures sensitive to settlement, such as sidewalks, driveways or parking areas, the backfill should consist of compacted structural fill, as described above.

Concrete Type

General Use (Gu) cement is recommended, as the soils in the area typically do not have any significant soluble sulphate content.

7.3 Rigid Exterior Structures

Given the potential for settlement of the non-engineered fill soils in Area B, rigid surface structures (i.e., concrete driveways, patio slabs) should be avoided unless supported by piles. If asphalt driveways are used, some settlement and associated cracking should be expected.

7.4 Drywell Assessment

A percolation test was completed at the bottom of test pit 1 (T1), in native soils, at a depth of 3.45 m, to assess the suitability of a drywell. The test was completed generally consistent with the procedures documented in the BC Wastewater Standard Practice Guidelines. The test concluded that the use of a drywell to dispose of stormwater at the proposed site is unfeasible due to the soils impermeability. The permeability rate is summarized in Table 4.

Table 4: Design Permeability Rate			
Area	Field Percolation Rate (sec/25mm)	Design Permeability Rate based on Field Percolation Rate (cm/sec)	Soils Description
T1	11760	2.1×10^{-5}	Silt, some clay

The above permeability indicates the soils in this area are considered poor as receiving soils for drywell outflows due to very low permeability.

8.0 QUALITY ASSURANCE

Quality assurance reviews should be conducted by a geotechnical engineer (or designate) at intervals during construction of the structures. These reviews are mandatory if building schedules are to be provided to the local building official.

9.0 CLOSURE

This report has been prepared for the exclusive use of Generation Homes and the District of Invermere. Groundtech retains the intellectual property determined from completing the project.

This report is based on subsurface and surface information obtained during the site investigation, which was conducted with accepted geotechnical engineering principles and practices. It should be noted that natural soil and groundwater conditions can be variable. No other warranty, expressed or implied, is made. Groundtech should be contacted if subsurface conditions encountered during construction differ from those anticipated and/or interpreted from the site investigation.

Individual recommendations presented in this report should not be used out of context with the entire report. Interpretation of any part of this report should be made in consultation with Groundtech. Any use or reliance of this report by a third party is the responsibility of said party, and Groundtech accepts no responsibility for any damages suffered by said party as a result of decisions made or actions taken based on this report.

If there are any questions or concerns regarding the foregoing information please call Douglas Clapp, P. Eng., at (250) 423-4829.

Respectfully submitted,



Douglas A. Clapp, P. Eng.
Permit to Practice: 1003695

December 16, 2021

10.0 REVIEW OF EXISTING INFORMATION

The following information was reviewed as part of the investigation:

1. Biophysical Resources of the East Kootenay Area: Soils, Wildlife Technical Monograph TM-1; BC Ministry of the Environment; March 1990.
2. Geological Hazards and Geology of the South Columbia River Valley; Ministry of Highways and Public Works (Highways), Geotechnical and Materials Branch; March 1978.

APPENDIX I

Figures

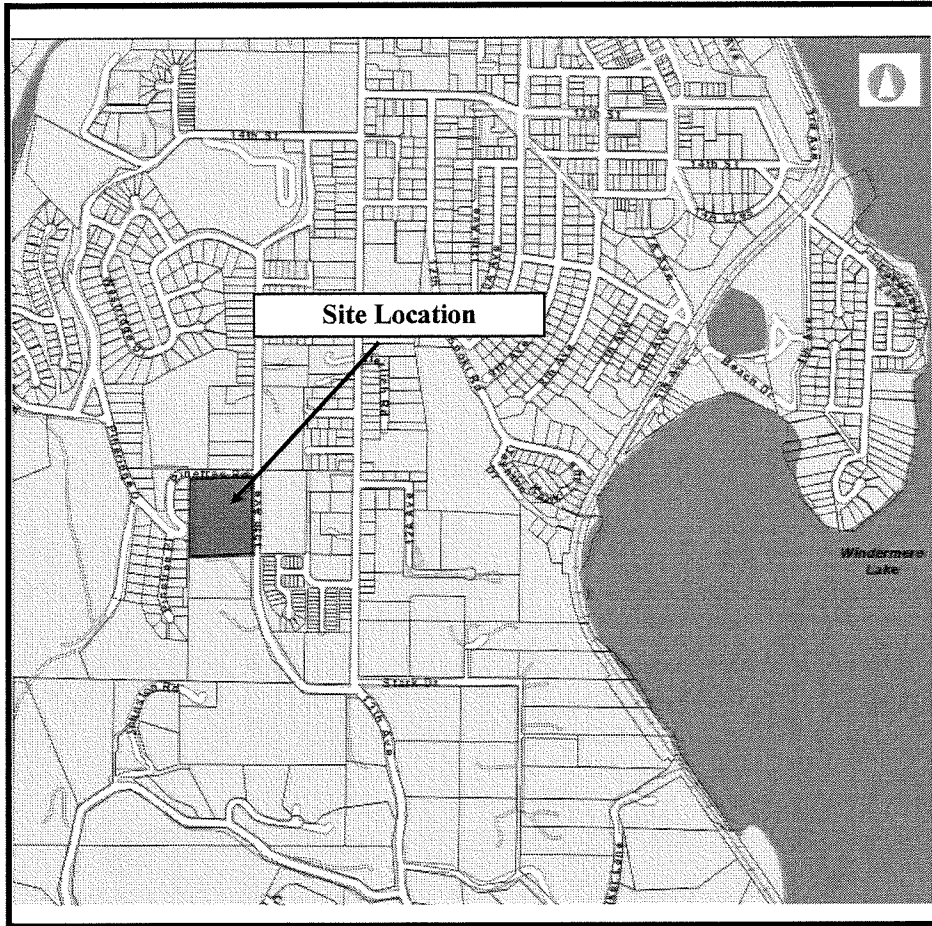


Figure 1
Site Location

Project:
Geotechnical Site Investigation

Proposed Multi Family Units
2128 15th Ave
District of Invermere, BC

Scale: NTS

File: 21m170fg

Groundtech Engineering Ltd.

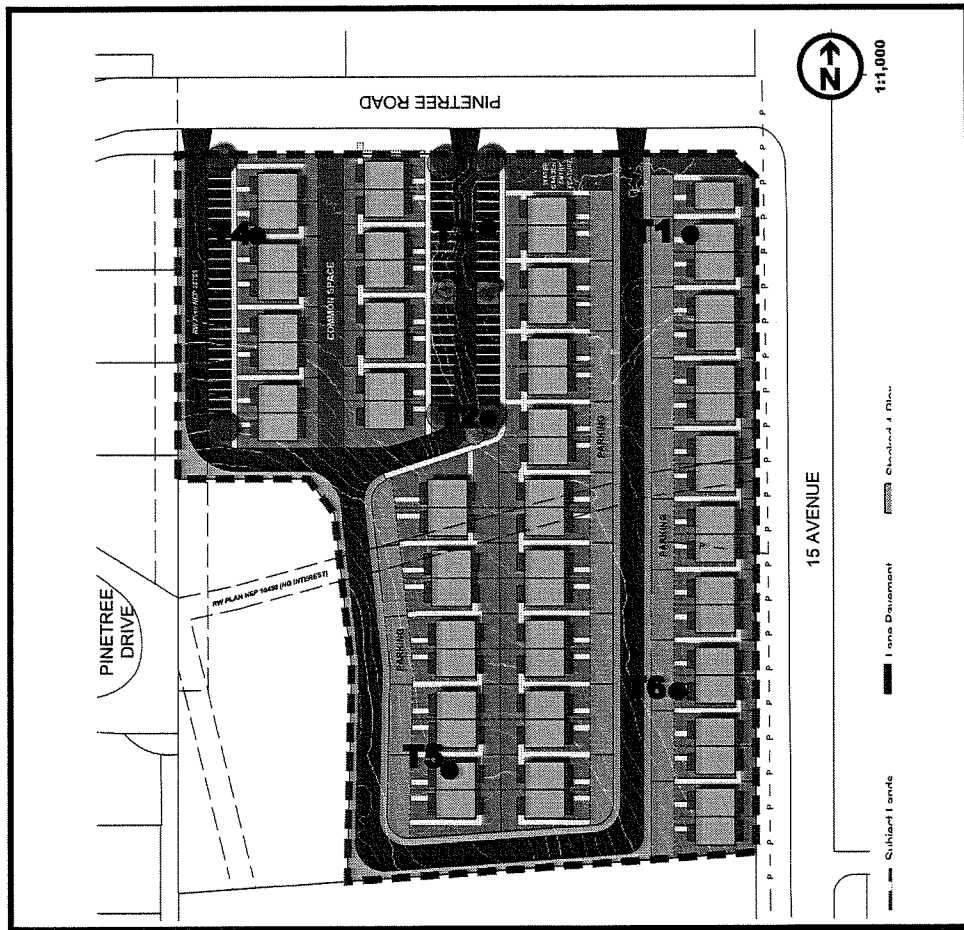


Figure 2
Site Map

Project:
Geotechnical Site Investigation

Proposed Multi Family Units
2128 15th Ave
District of Invermere, BC

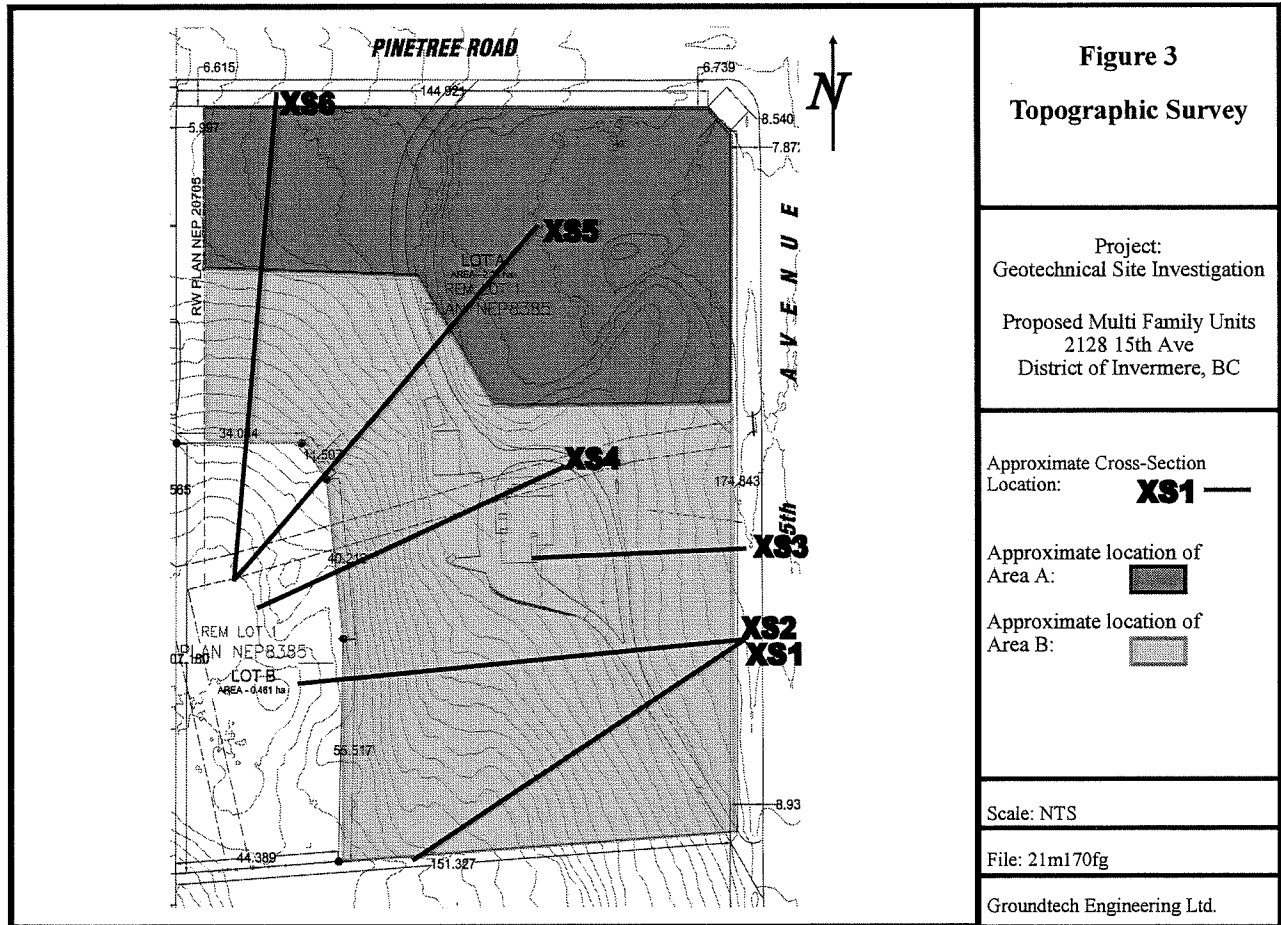
Approximate test pit
locations:

T1 ●

Scale: NTS

File: 21m170fg

Groundtech Engineering Ltd.



APPENDIX II

Photos

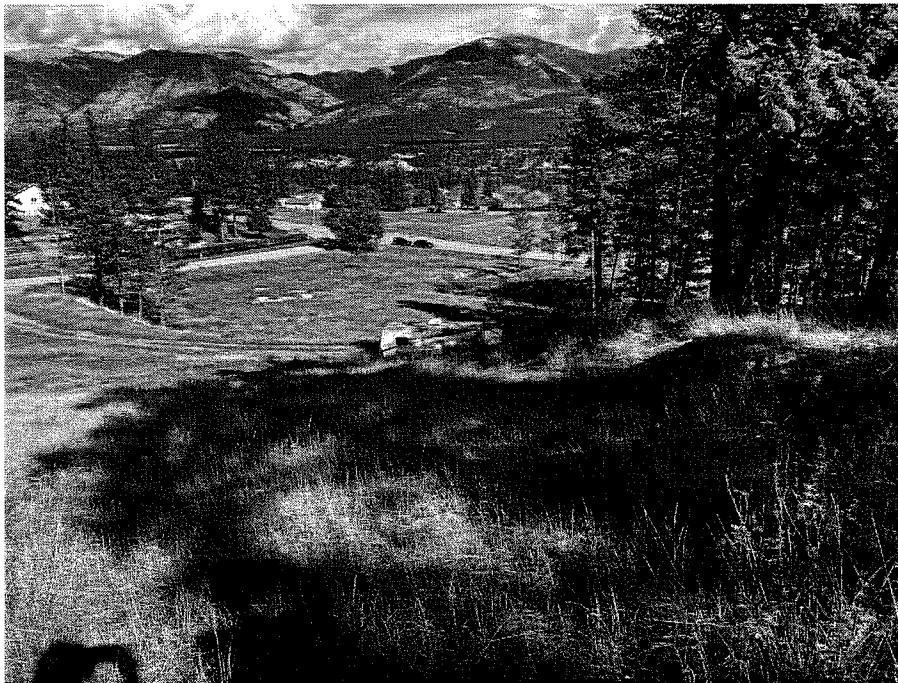


Photo 1

Northeast View of Site

Project:
Geotechnical Site Investigation

Proposed Multi Family Units
2128 15th Ave
District of Invermere, BC

Scale: NTS

File: 21m170ph

Groundtech Engineering Ltd.



Photo 2

West View of Site

Project:
Geotechnical Site Investigation

Proposed Multi Family Units
2128 15th Ave
District of Invermere, BC

Scale: NTS

File: 21m170ph

Groundtech Engineering Ltd.

APPENDIX III

Test Pit Logs

Project No: 21m170

Project: 2128 15th Ave Invermere BC

Client: Generation Homes

Location: North corner of lot

Test Pit: T1

Date: November 29, 2021

Engineer: DAC

Depth (m)	Symbol (USCS)	Description	Depth/Elev. (m)	Number	Type	% Fines ▲< 0.075 mm▲				Moisture Content				Remarks
						20	40	60	80	10	20	30	40	
0.00		Ground Surface	0.00											
		Light brown, dry, compact, silt, some gravel, trace sand, trace clay												Fill
1.00			0.65											Fill
		Brown, dry, compact, silt, some sand, some gravel, some cobbles, trace clay, trace boulders												
2.00			2.53	S1	G									Native
		Dark brown to black, moist, loose, silt												
3.00				S2	G									
		Light brown, moist, firm, silt, some clay												
		End of Test Pit	3.45											

Excavated By: CFExcavating

Equipment: Tracked excavator

Logged By: IF/MS

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Fernie, BC, V0B 1M0

Sheet: 1 of 1

Project No: 21m170

Project: 2128 15th Ave Invermere BC

Client: Generation Homes

Location: Center/east of lot

Test Pit: T2

Date: November 29, 2021

Engineer: DAC

Depth (m)	Symbol (USCS)	Description	Depth/Elev. (m)	Number	Type	% Fines ▲ < 0.075 mm ▲				Moisture Content				Remarks
						20	40	60	80	10	20	30	40	
0.00		Ground Surface	0.00											
0.00 - 1.10		Light brown, dry, compact, sandy silt, some gravel	0.00 - 1.10											Fill
1.10 - 2.30		Brown, dry, compact, gravelly, cobbly silt, some sand, trace boulders	1.10 - 2.30											Fill
2.30 - 2.80		Dark brown, moist, compact, silt, trace clay	2.30	S1	G									Native Bedrock
		Light brown, moist, compact, firm to stiff, silt, some gravel, some clay, trace sand		S2	G									
2.80 - 3.00		End of Test Pit	2.80											
3.00														

Excavated By: CFExcavating

Equipment: Tracked excavator

Logged By: IF/MS

Groundtech Engineering

Ltd.

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Fernie, BC, V0B 1M0

Sheet: 1 of 1

Project No: 21m170

Project: 2128 15th Ave Invermere BC

Client: Generation Homes

Location: Center north of lot

Test Pit: T3

Date: November 29, 2021

Engineer: DAC

Depth (m)	Symbol (USCS)	Description	Depth/Elev. (m)	Number	Type	% Fines ▲ < 0.075 mm ▲				Moisture Content				Remarks
						20	40	60	80	10	20	30	40	
0.00		Ground Surface	0.00											
		Brown, dry, compact, silty sand, trace gravel												Fill
		Light brown, dry, compact, silt	0.80											
1.00		Light brown, dry, very stiff, clayey silt, some gravel, trace cobbles	1.00											Till
				S1	G									
2.00		End of Test Pit	1.90											

Excavated By: CFExcavating

Equipment: Tracked excavator

Logged By: IF/MS

Groundtech Engineering Ltd.

PO Box 688

Fernie, BC, V0B 1M0

Sheet: 1 of 1

Project No: 21m170

Project: 2128 15th Ave Invermere BC

Client: Generation Homes

Location: Northwest corner of lot

Test Pit: T4

Date: November 29, 2021

Engineer: DAC

Depth (m)	Symbol (USCS)	Description	Depth/Elev. (m)	Number	Type	% Fines ▲ < 0.075 mm ▲				Moisture Content				Remarks
						20	40	60	80	10	20	30	40	
0.00		Ground Surface	0.00											
0.00 - 1.40		Light brown, dry, compact, silt, some sand, some gravel, trace cobbles	0.00 - 1.40											Fill
1.40 - 2.90		Dark brown/grey, dry, loose, gravel and sand, some silt, trace cobbles	1.40 - 2.90											Fill
2.90 - 3.60		Light brown, moist, compact, firm, silt, some clay, some gravel, trace sand	2.90 - 3.60	S1	G									Native
3.60		End of Test Pit	3.60											

Excavated By: CFExcavating

Equipment: Tracked excavator

Logged By: IF/MS

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Sheet: 1 of 1

Project No: 21m170

Project: 2128 15th Ave Invermere BC

Client: Generation Homes

Location: South center of lot

Test Pit: T5

Date: November 29, 2021

Engineer: DAC

Depth (m)	Symbol (USCS)	Description	Depth/Elev. (m)	Number	Type	% Fines ▲ < 0.075 mm ▲				Moisture Content				Remarks
						20	40	60	80	10	20	30	40	
0.00		Ground Surface	0.00											
		Dark brown, moist, compact, silt, some gravel, some sand												Topsoil
		Light brown, dry, clayey, sandy, gravelly silt, trace cobbles	0.30											Till
				S1	G	G	G							
1.00		End of Test Pit	1.00											Bedrock

Excavated By: CFExcavating

Equipment: Tracked excavator

Logged By: IF/MS

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Fernie, BC, V0B 1M0

Sheet: 1 of 1

Project No: 21m170

Project: 2128 15th Ave Invermere BC

Client: Generation Homes

Location: South center of lot

Test Pit: T6

Date: November 29, 2021

Engineer: DAC

Depth (m)	Symbol (USCS)	Description	Depth/Elev. (m)	Number	Type	% Fines ▲ < 0.075 mm ▲				Moisture Content				Remarks
						20	40	60	80	10	20	30	40	
0.00		Ground Surface	0.00											Topsoil
		Dark brown, dry, dense	0.25											
1.00		Light brown, dry, dense, clayey, gravelly silt, some sand, trace cobbles		S1	G									
2.00		End of Test Pit	2.00											

Excavated By: CFExcavating

Equipment: Tracked excavator

Logged By: IF/MS

Groundtech Engineering

Ltd.

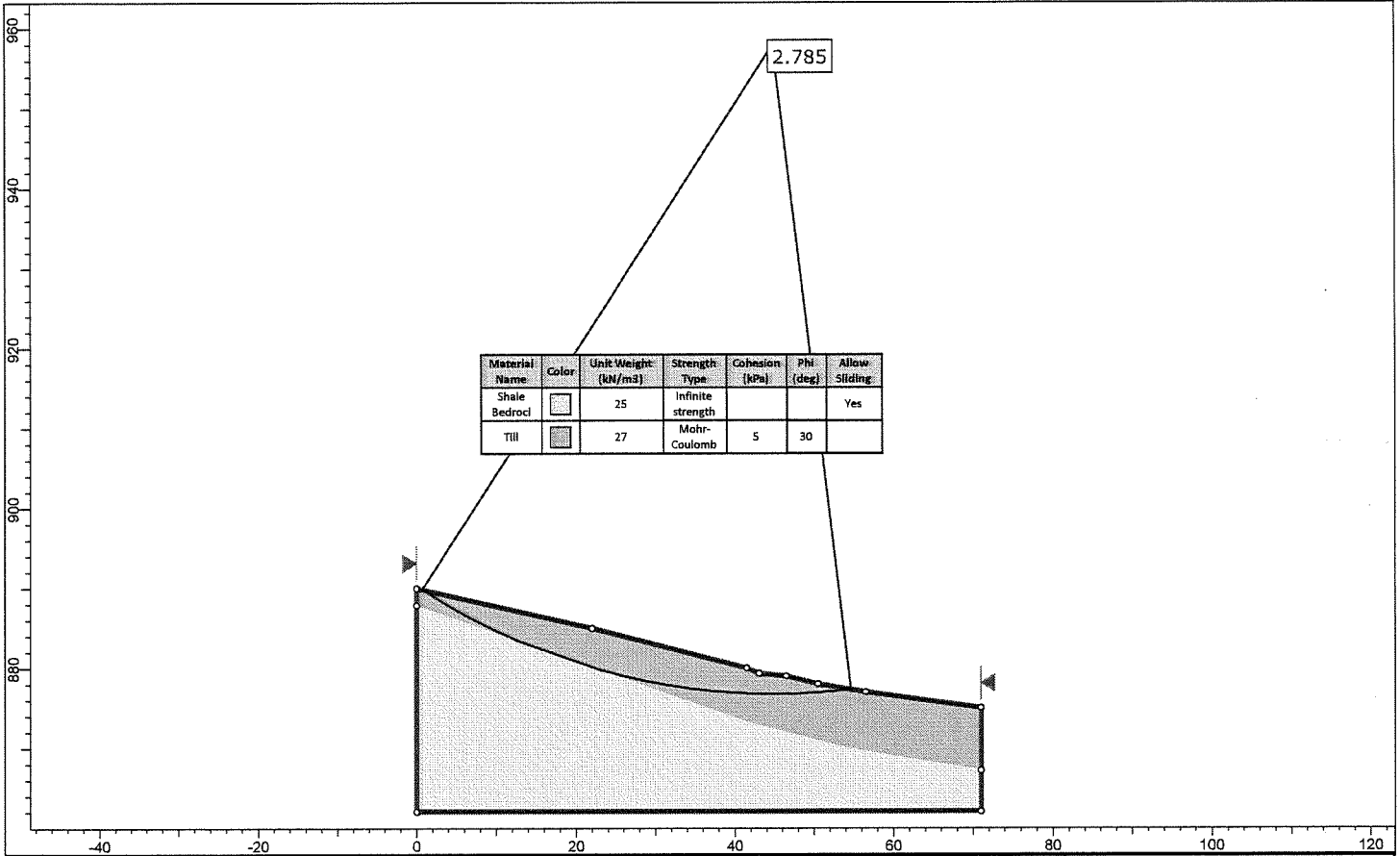
PO Box 688

Fernie, BC, V0B 1M0

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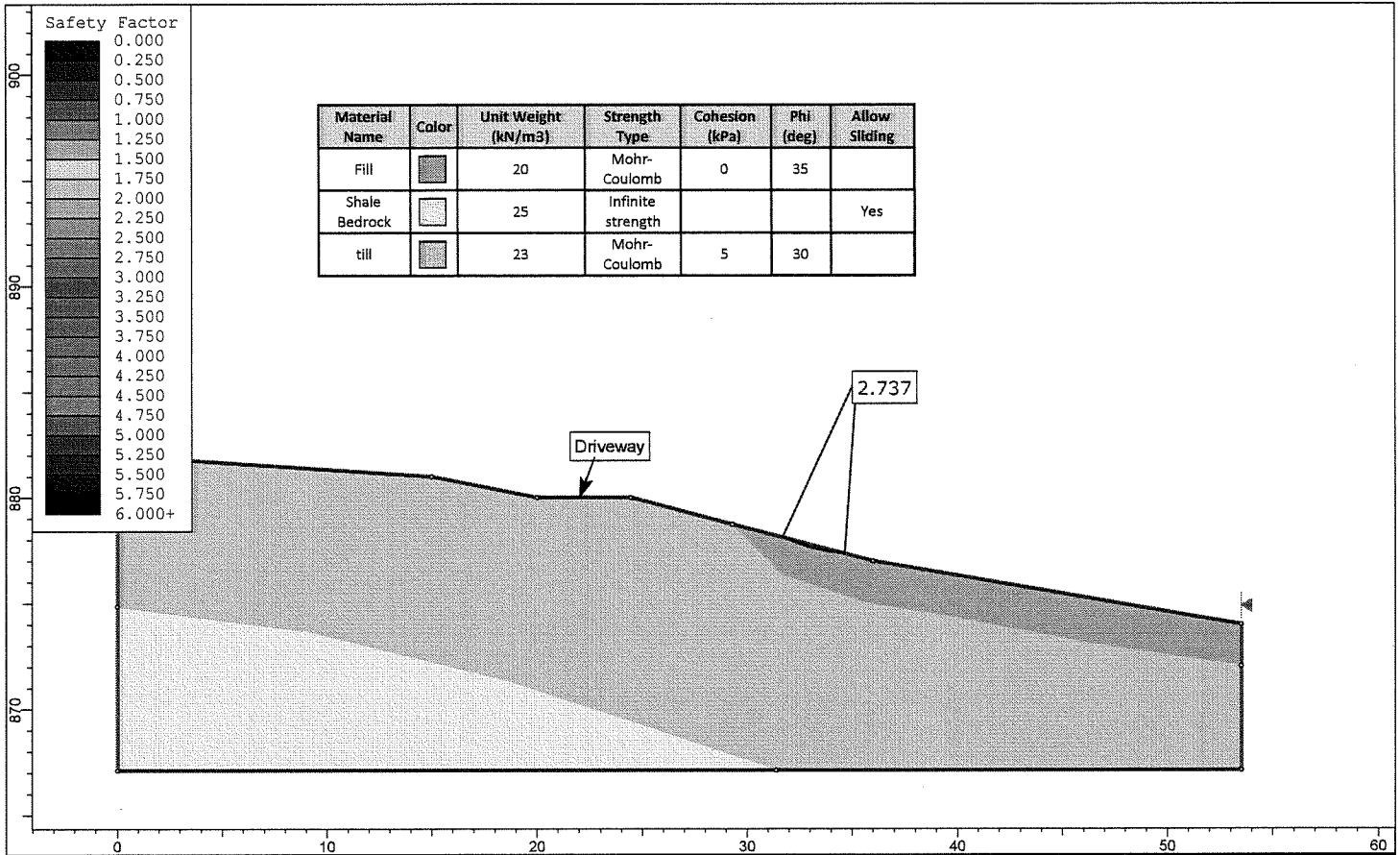
APPENDIX IV


Slope Stability Analysis



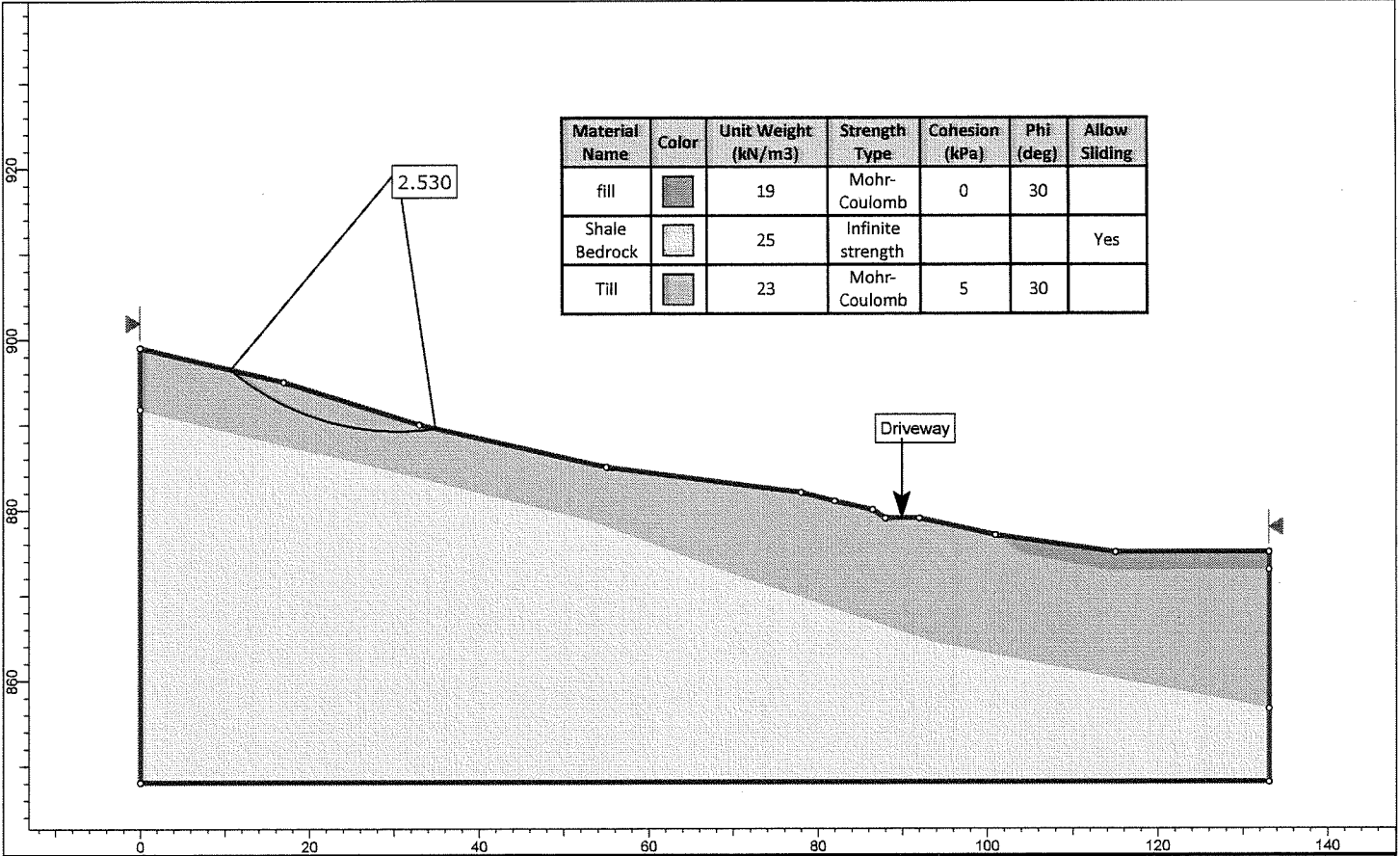
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	Group	Pre	Scenario	Master Scenario
	Drawn By		Company	
	Date	12/8/2021, 5:11:07 PM	File Name	XS1.slmd




SLIDEINTERPRET 9.008




	Project		SLIDE - An Interactive Slope Stability Program	
	Group	Group 1	Scenario	Master Scenario
	Drawn By		Company	
	Date	12/8/2021, 5:18:12 PM	File Name	XS3.slmd

SLIDEINTERPRET 9.008



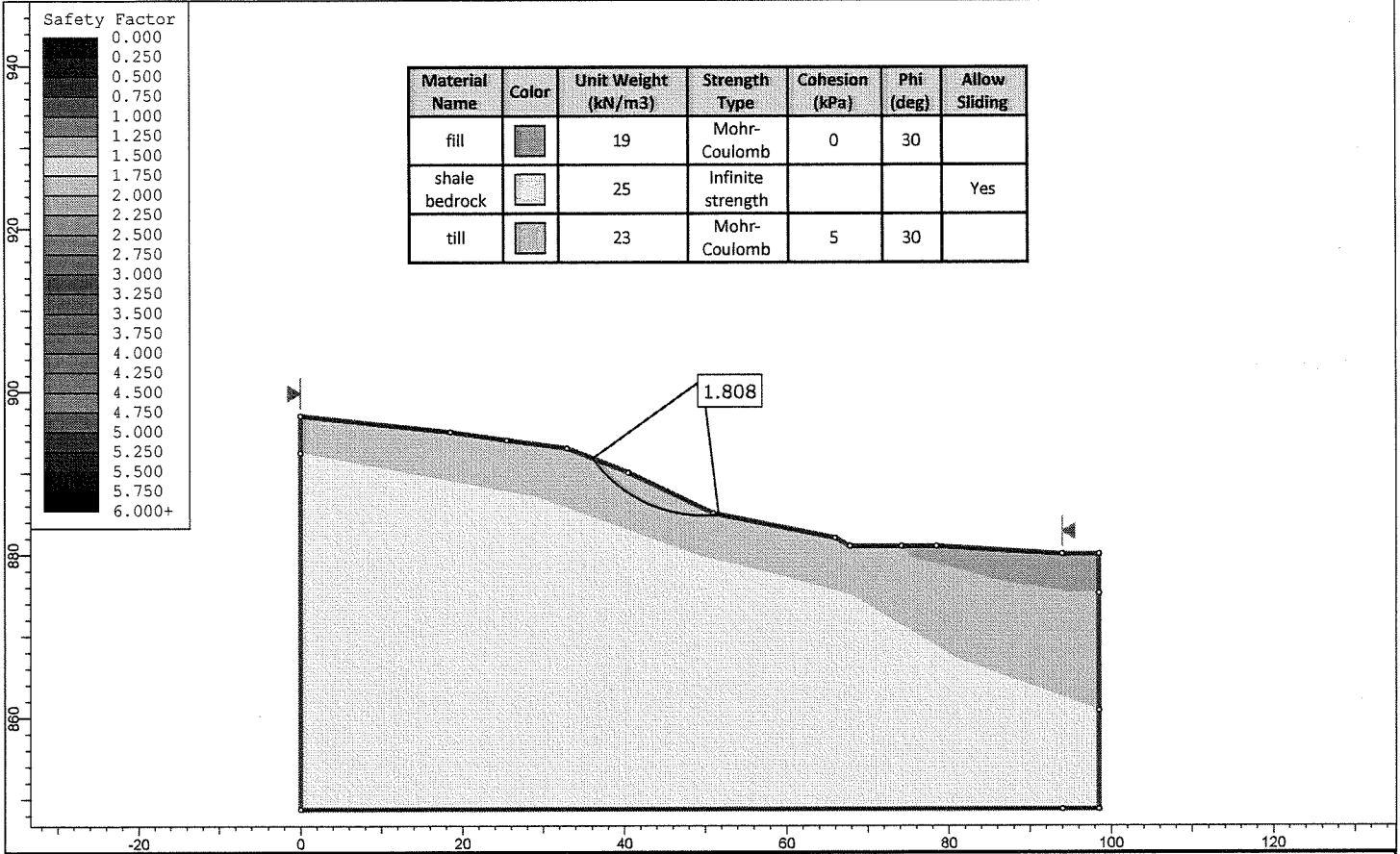
Material Name	Color	Unit Weight (kN/m ³)	Strength Type	Cohesion (kPa)	Phi (deg)	Allow Sliding
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Shale Bedrock		25	Infinite strength			Yes
Till		23	Mohr-Coulomb	5	30	







Project: SLIDE - An Interactive Slope Stability Program

<i>Group</i>	Pre construction	<i>Scenario</i>	Master Scenario
<i>Drawn By</i>		<i>Company</i>	
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SLIDEINTERPRET 9.008

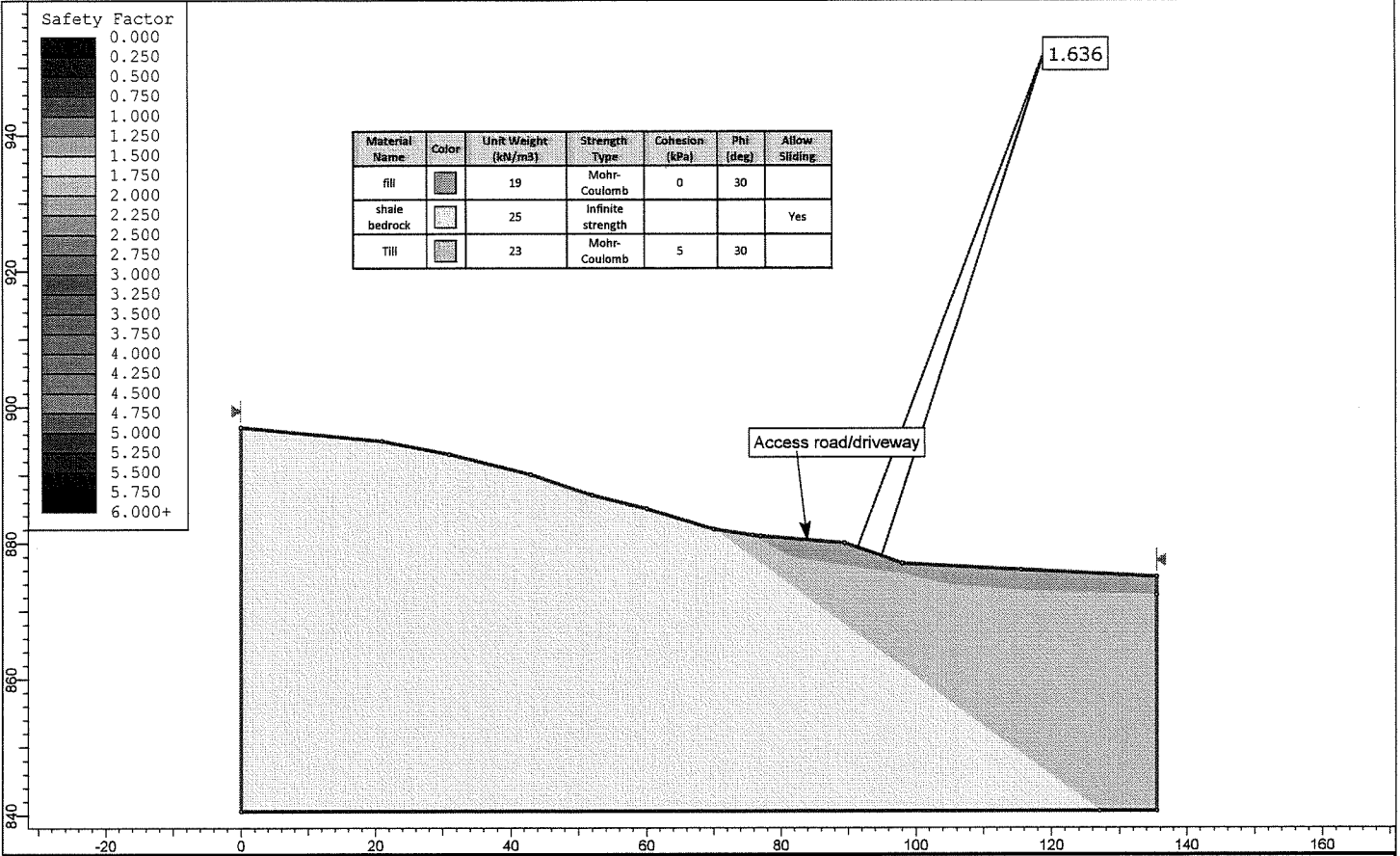


Material Name	Color	Unit Weight (kN/m3)	Strength Type	Cohesion (kPa)	Phi (deg)	Allow Sliding
fill		19	Mohr-Coulomb	0	30	
shale bedrock		25	Infinite strength			Yes
till		23	Mohr-Coulomb	5	30	



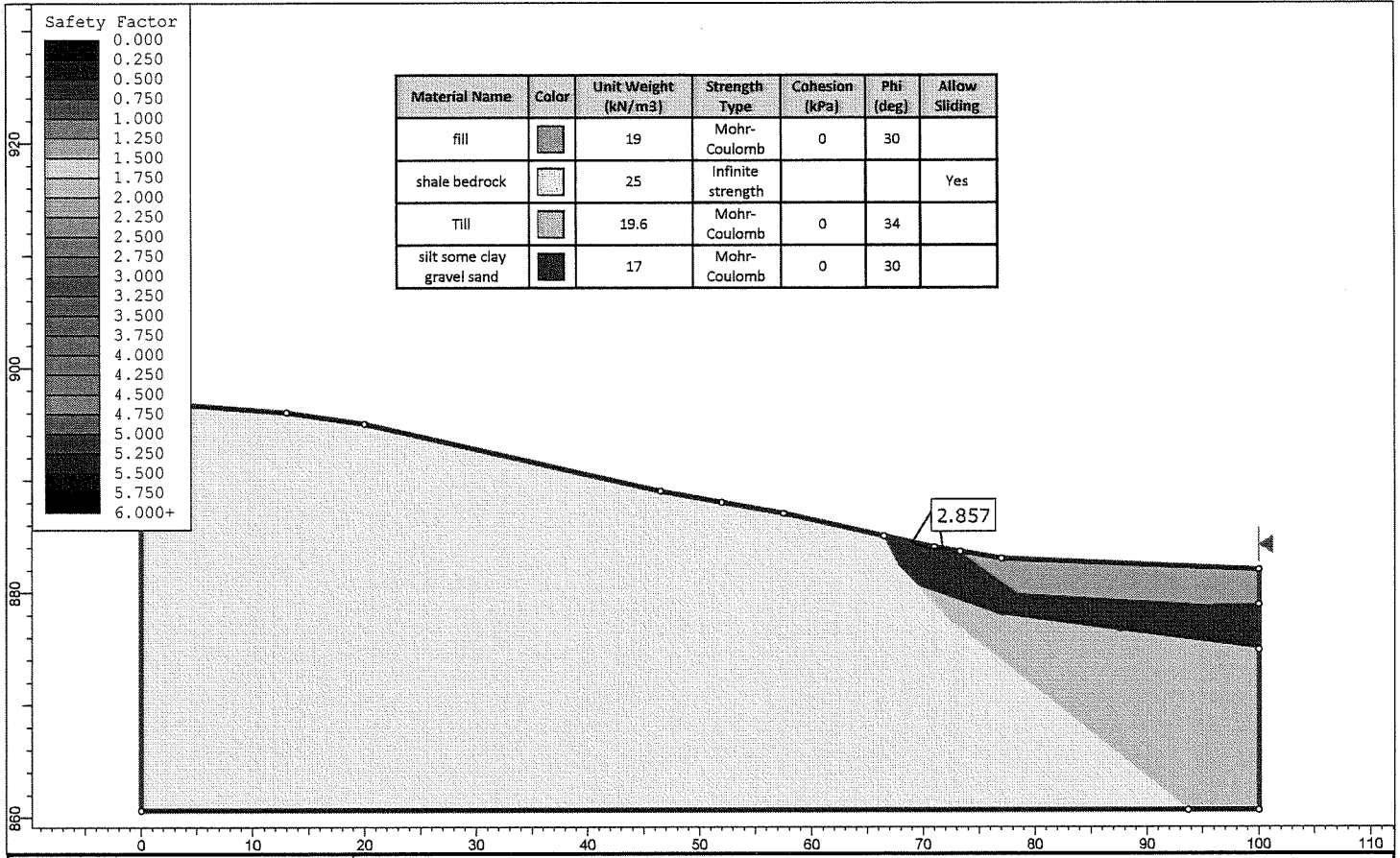
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SLIDE - An Interactive Slope Stability Program			
Group	Group 1	Scenario	Master Scenario
Drawn By		Company	
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SLIDEINTERPRET 9.008




	Project		SLIDE - An Interactive Slope Stability Program	
	Group	Group 1	Scenario	Master Scenario
	Drawn By		Company	
	Date	12/8/2021, 5:14:30 PM	File Name	XS5.slm

SLIDEINTERPRET 9.008



Material Name	Color	Unit Weight (kN/m ³)	Strength Type	Cohesion (kPa)	Phi (deg)	Allow Sliding
fill	[Pattern]	19	Mohr-Coulomb	0	30	
shale bedrock	[Pattern]	25	Infinite strength			Yes
Till	[Pattern]	19.6	Mohr-Coulomb	0	34	
silt some clay gravel sand	[Pattern]	17	Mohr-Coulomb	0	30	



Project

SLIDE - An Interactive Slope Stability Program

<i>Group</i>	Group 1	<i>Scenario</i>	Master Scenario
<i>Drawn by</i>		<i>Company</i>	
<i>Date</i>	12/8/2021, 5:15:14 PM	<i>File Name</i>	XS6.slmd

APPENDIX V

Landslide Assessment Assurance Statement

APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

Note: This Statement is to be read and completed in conjunction with the "APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia", March 2006/Revised September 2008 ("APEGBC Guidelines") and the "2006 BC Building Code (BCBC 2006)" and is to be provided for *landslide assessments* (not floods or flood controls) for the purposes of the Land Title Act, Community Charter or the Local Government Act. Italicized words are defined in the APEGBC Guidelines.

To: The Approving Authority
District of Invermere

Date: December 16, 2021

Jurisdiction and address

With reference to (check one):

- Land Title Act (Section 86) – Subdivision Approval
- Local Government Act (Sections 919.1 and 920) – Development Permit
- Community Charter (Section 56) – Building Permit
- Local Government Act (Section 910) – Flood Plain Bylaw Variance
- Local Government Act (Section 910) – Flood Plain Bylaw Exemption
- British Columbia Building Code 2006 sentences 4.1.8.16 (8) and 9.4.4.4.(2) (Refer to BC Building and Safety Policy Branch Information Bulletin B10-01 issued January 18, 2010)

For the Property:
2128 15th Ave, Invermere, BC

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a *Qualified Professional* and is a *Professional Engineer* or *Professional Geoscientist*.

I have signed, sealed and dated, and thereby certified, the attached *landslide assessment* report on the Property in accordance with the *APEGBC Guidelines*. That report must be read in conjunction with this Statement. In preparing that report I have:

Check to the left of applicable items

- 1. Collected and reviewed appropriate background information
- 2. Reviewed the proposed *residential development* on the Property
- 3. Conducted field work on and, if required, beyond the Property
- 4. Reported on the results of the field work on and, if required, beyond the Property
- 5. Considered any changed conditions on and, if required, beyond the Property
- 6. For a *landslide hazard analysis* or *landslide risk analysis* I have:
 - 6.1 reviewed and characterized, if appropriate, any *landslide* that may affect the Property
 - 6.2 estimated the *landslide hazard*
 - 6.3 identified existing and anticipated future *elements at risk* on and, if required, beyond the Property
 - 6.4 estimated the potential *consequences* to those *elements at risk*
- 7. Where the *Approving Authority* has adopted a *level of landslide safety* I have:
 - 7.1 compared the *level of landslide safety* adopted by the *Approving Authority* with the findings of my investigation
 - 7.2 made a finding on the *level of landslide safety* on the Property based on the comparison
 - 7.3 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 8. Where the *Approving Authority* has **not** adopted a *level of landslide safety* I have:

- 8.1 described the method of *landslide hazard analysis* or *landslide risk analysis* used
- 8.2 referred to an appropriate and identified provincial, national or international guideline for *level of landslide safety*
- 8.3 compared this guideline with the findings of my investigation
- 8.4 made a finding on the *level of landslide safety* on the Property based on the comparison
- 8.5 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 9. Reported on the requirements for future inspections of the Property and recommended who should conduct those inspections.

December 16, 2021

Based on my comparison between

Check one

- the findings from the investigation and the adopted *level of landslide safety* (item 7.2 above)
- the appropriate and identified provincial, national or international guideline for *level of landslide safety* (item 8.4 above)

I hereby give my assurance that, based on the conditions^[1] contained in the attached *landslide assessment* report,

Check one

- for subdivision approval, as required by the Land Title Act (Section 86), "that the land may be used safely for the use intended"

Check one

- with one or more recommended registered covenants.
- without any registered covenant.

- for a development permit, as required by the Local Government Act (Sections 919.1 and 920), my report will "assist the local government in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit".

- for a building permit, as required by the Community Charter (Section 56), "the land may be used safely for the use intended"

Check one

- with one or more recommended registered covenants.
- without any registered covenant.

- for flood plain bylaw variance, as required by the "Flood Hazard Area Land Use Management Guidelines" associated with the Local Government Act (Section 910), "the development may occur safely".

- for flood plain bylaw exemption, as required by the Local Government Act (Section 910), "the land may be used safely for the use intended".

Douglas A. Clapp

Name (print)



Signature



Dec 16, 2021

Date

^[1] When seismic slope stability assessments are involved, *level of landslide safety* is considered to be a "life safety" criteria as described in the National Building Code of Canada (NBCC 2005), Commentary on Design for Seismic Effects in the User's Guide, Structural Commentaries, Part 4 of Division B. This states:

"The primary objective of seismic design is to provide an acceptable level of safety for building occupants and the general public as the building responds to strong ground motion; in other words, to minimize loss of life. This implies that, although there will likely be extensive structural and non-structural damage, during the DGM (design ground motion), there is a reasonable degree of confidence that the building will not collapse nor will its attachments break off and fall on people near the building. This performance level is termed 'extensive damage' because, although the structure may be heavily damaged and may have lost a substantial amount of its initial strength and stiffness, it retains some margin of resistance against collapse".

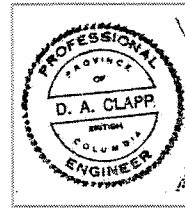
PO Box 688

Address

Fernie, BC V0B 1M0

250.423.4829

Telephone



(Affix Professional seal here)

December 16, 2021

EXHIBIT I

June 17, 2022

Generation Homes 1345408BC Ltd
4091 Johnson Road
Invermere, B.C.
V0A 1K4

Attention: Christine Scott

Re: Residential Infill Development Permit No.22.01 – Pine Tree Valley

**Lot 1 District Lot 1092, Kootenay District Plan NEP8353 Except part
included in Plan NEP20703**

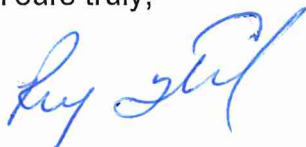
PID: 013-506-722 (Subject Property)

Dear Ms. Scott:

Please find attached Residential Infill Development Permit No.22.01 – Pine Tree Valley a multi family residential development proposal located at 2128 - 15th Avenue which is designated as an Infill Development Permit Area within the District of Invermere's Official Community Plan.

If you have any questions with the Development Permit or require additional information, please do not hesitate to contact me at the District of Invermere office, phone # 250-342-9281 extension 1235 or email planning@invermere.net

Yours truly,



Rory Hromadnik
Development Services

Pursuant to Section 488(1) of the *Local Government Act*, the Council of the District of Invermere has issued a Development Permit to:

DP 22.01 – Pine Tree Valley
Christine Scott

Generation Homes 1345408BC Ltd
4091 Johnson Road
Invermere, B.C.
V0A 1K4
(the "Permittees")

This Development Permit is issued subject to compliance with all of the bylaws of the District of Invermere applicable thereto, except as specifically varied or supplemented by this Permit and it applies only to those lands owned by the Permittee within the District of Invermere and legally described as:

Lot 1 District Lot 1092, Kootenay District Plan NEP8353 Except part included in Plan NEP20703

PID: 013-506-722 (Subject Property)

Development Permit Conditions

1. This is not a building permit.
2. This Permit does not preclude the requirements of the District of Invermere's Subdivision and Development Servicing Bylaw 902 or any other Bylaw of the District's in effect at the time of application.
3. The proposed development addressed in DP 22.01 lies within and is subject to the guidelines of Official Community Plan Bylaw No.1495, 2015 Section 4.8 Residential Infill Development Permit Area (DPA) and the Development Permit Area Design Guidelines outlined in Chapter 5 of the Official Community Plan.

Siting and Design

4. This is not a Building Permit. This development permit outlines the conditions for the phased Pine Tree Valley Development proposal on the subject property. The full development proposal includes the construction of twenty seven (27) strata residential townhouse units. Each townhouse unit is proposed as a four (4) plex for a total of 108 dwelling units. All development is situated on Lot 1 District Lot 1092, Kootenay District Plan NEP8353 Except part included in Plan NEP20703. PID: 013-506-722 (Subject Property).
5. Design is to be primarily consistent with the October 2021, Berry Architecture and Associates, Plans 21-070.
6. Siting of all buildings to be in conformance with the R-3 Cluster Development (Medium Density Zone) regulations within the District of Invermere Zoning Bylaw No.1145, 2002. Final review of all the regulation requirements of the R-3 Zone will, including but not limited to siting, density, structure heights and permitted use will be evaluated at Building Permit issuance. Please note that height will be evaluated based on the Section 219 Covenant, CA1641649 registered on the subject Property restricting height to a 7.5m maximum as determined by Zoning Bylaw No.1145, 2002. All structures proposed at minimum setback distances will require a BCLS site survey at the establishment of the foundations to ensure compliant siting. Non-conforming siting will require redesign or a Development Variance Permit prior to B.P. issuance. Preliminary Siting Plan attached as **Schedule "A"**.
7. On site parking is to be compliant with Section 4 of Zoning Bylaw 1145, 2002 Section 4.5 (4) c – Multi Family dwellings.
8. Exterior building design, including exterior building finishes and colours, will be primarily consistent with the design submitted and as shown on attached **Schedule "B"**.

9. Construction design and techniques are encouraged to be consistent with OCP Bylaw No. 1495 Energy Efficiency and Water Conservation DPA guidelines, section 4.5.3.
10. No exposed foundation greater than 12 inches from finished grade is permitted. All exposed foundation is to be finished or parged.
11. All onsite service areas including but not limited to central garbage facilities, parking and propane structures are to be landscape screened and / or designed to meet the Development Permit Area Design Guidelines outlined in Chapter 5 of the Official Community Plan, Bylaw No. 1495, 2015.
12. All exterior lighting is to be sharp cut-off. Lighting specifications are to be approved by the District of Invermere prior to installation.

Construction Sequencing

13. The development is a strata proposal with Phase 1 consisting of eight (8) structures each with four (4) dwellings for a total of thirty two (32) units as highlighted in Preliminary Siting Plan attached as **Schedule "A"**. Future development of the remaining lands will be completed as strata developments as per the full parcel development concept plan also illustrated in **Schedule "A."**

Landscaping

14. Subdivision approval will not be considered until a landscape plan which is to include automatic irrigation to all planted areas, including to planters / trees is submitted to the District of Invermere and is approved by the Director of Development Services or a designate. The landscape plan is to include an estimated value from which a security deposit of 120% of the estimated value of landscaping and irrigation is to be deposited with the District of Invermere. "

Geotechnical Assessment

15. No Building Permits will be issued for the subject property until such time as a Geotechnical Assessment completed by a BC Registered Geotechnical Engineer has been completed that specifically addresses the structures and location of structures for an acceptable Geotechnical factor of safety. Any recommendations outlined in the Geotechnical Assessment must be incorporated into all permit applications.

Archaeological Assessment

16. An archaeological assessment completed by Core Heritage Consulting Ltd, March 8, 2022, indicated there are no archaeological concerns on the Subject Property. All works on the subject property are to be compliant with Core Heritage's recommendations which are as follows; "*no additional assessment be required for this development, unless evidence of protected heritage resources should become apparent in the course of development (i.e., a chance find). In the event of such a find, work must cease immediately, except as required to stabilize and secure the site, pending consultation with the BC Archaeology Branch and affected First Nations.*" \

Fire Flow Assessment

17. Fire flow water modeling verification of adequate fire flows to FUS standards will be required prior to Building permit approval. All costs associated with the modelling and any necessary on and off-site improvements to achieve the required fire flows are the responsibility of the developer.

Traffic Assessment

18. No Building Permits will be issued prior to confirmation of the traffic modelling evaluating the impact of traffic associated with the development has been considered. Traffic impacts to be confirmed as being considered in the recently completed District of Invermere Transportation Master Plan, May 3, 2022. All costs associated with additional assessments, modelling and any necessary on and off-site improvements to achieve the required traffic design requirements generated by the development proposal are the responsibility of the developer.

AA

Access

19. Prior to Building Permit issuance, Emergency services to confirm ingress and egress conditions proposed meet Fire Code requirements. No access other than emergency access is permitted off of 15th Avenue. Phase 1 development and all future development indicated in **Schedule "A"** is to be accessed off of Pine Tree Road and internal Strata roadways.

Parkland Provision

20. The provision of parkland or cash in lieu is governed under section 510 of the *Local Government Act* A building subdivision, as opposed to a subdivision of land, under the Strata Property Act does not require approval of the approving officer. As per the Strata Property Act the approving officer has a role in a bare land strata subdivision application because in that instance the land is actually being subdivided, however, in a typical condominium or building project the municipal role is limited to the building permit and development permit, as applicable with this proposal. Confirmation of the Parkland provisions applicable under Section 510 of the *LGA*, which potentially requires dedication of 5% of the parcel area or 5% of the property value prior to subdivisions approval of bareland or fee simple subdivisions will be assessed at the submission of future subdivision application(s).

Works and Services / Infrastructure Requirements – Subdivision and Development Servicing Bylaw No. 902, 1997.

The following items are to be addressed prior to the issuance of building permits for the subject property. This list may not be exhaustive. The exclusion of any condition at the time of issuance of this Development Permit shall not serve to prohibit its inclusion at a later date. Additional works and services may be required within the Development and Building Permit processes.

21. No Building Permits will be issued for the subject property until such time as engineering plans, designed by a professional Engineer, certified in B.C, and a cost estimate for any off-site servicing and works for the properties has been approved by the Director of Public Works and Operations or designate. Security in the amount of 110% of the above noted cost estimate for all approved off-site works and services has been deposited with the District of Invermere. The plan must include the following items:

- i. Installation of on and off site water and sewer services based on approved water demand and sanitary flow calculations. Waterline extension on 15th avenue along the Subject parcel frontage will be required. Two additional off suite fire hydrants will be required. The waterline and hydrant location are indicated in **Schedule "C"** . Engineering and design of the water service to the strata development to include a single supply water meter.
- ii. Storm water management plan for the subject property. Storm water management is the responsibility of the developer. All storm water is to be contained on-site, and no discharge to sanitary sewerage system or to adjacent properties permitted
- iii. Provision for adequate on-site garbage and recycle collection;
- iv. Provision of telephone, cable, and hydro-electric service to the property line.
- v. Provision of off site multi use pathways adjacent to 15th Avenue and Pine Tree Road. Locations indicated in **Schedule "C"** .

Development Cost Charges

DCC fees based on DP design and Current DCC Bylaw 1598, 2021

Item	Phase 1 Dwelling Units	High Density DCC per dwelling unit.	DCC Estimate for Phase 1
Multi-Family Residential	32	\$8,630.00.00 per unit	\$276,160.00

DCC's will be required to be paid prior to the issuance of Building Permits and are based on the bylaw in effect at the time of approval . DCC requirements will be re-evaluated at building permit stage to address any adjustments necessary for proposed development density or current bylaw adjustments.

AD
DP 22.01

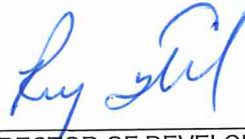
Expiry

22. If construction is has substantially progressed by June 16, 2024, this permit will expire.

Pursuant to section 503(1) of the *Local Government Act*, the District of Invermere agrees to file a notice in the Kamloops Land Title Office that the Lands are subject to this Permit.

AUTHORIZATION WAS GRANTED ON THE 17th DAY June 2022

ISSUED THIS 17th DAY OF JUNE 2022.



DIRECTOR OF DEVELOPMENT SERVICES
DISTRICT OF INVERMERE

DP. 22.01

Schedule "A" DP 22.01 Siting Plan

PHASE I DP 22.01



BUILDINGS: 27
PARKING: 159

SITE PLAN LEGEND

- SIDEWALKS
- ROADS
- GRASS
- LOWVOLT WATER IRRIGATION
- DECKS
- BUILDING FOOTPRINT
- PROPERTY LINE
- SETBACK LINE

BYLAW ANALYSIS

INVERMERE ZONING BYLAW
CLASSIFICATION: R3

FRONT PARCEL SETBACK: 4.5M
FRONT PARCEL YARD REQUIREMENT: 3M MIN - 4.5M I
REAR PARCEL SETBACK: 1.5M
INTERIOR SIDE PARCEL SETBACK: 1.5M
EXTERIOR SIDE PARCEL SETBACK: 2M

BUILDING HEIGHT: 12.5M MAX (MEASURED TO HIGHEST EAVES AND RIDGE OF PRIMARY ROOF FROM FINISH FLOOR)

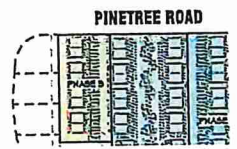
PARCEL COVERAGE: 35%

PARKING:
15 STALLS/MIN (6 STALLS/BUILDING)
2 SEPARATE ACCESS POINTS FOR MORE THAN 15 STALLS

RECREATIONAL SPACE: 15 M²/M²

ALLOWABLE PROJECTIONS:
EAVES, GUTTERS, SOFFITS: 0.6M SIDE/ 1M FROM 0.6M FIRE YARD IS LESS THAN 1.5M
BALCONIES, CANOPIES, DECKS: 1.5M SIDE/1.0M OR 50% OF YARD REQUIREMENT PER YEAR

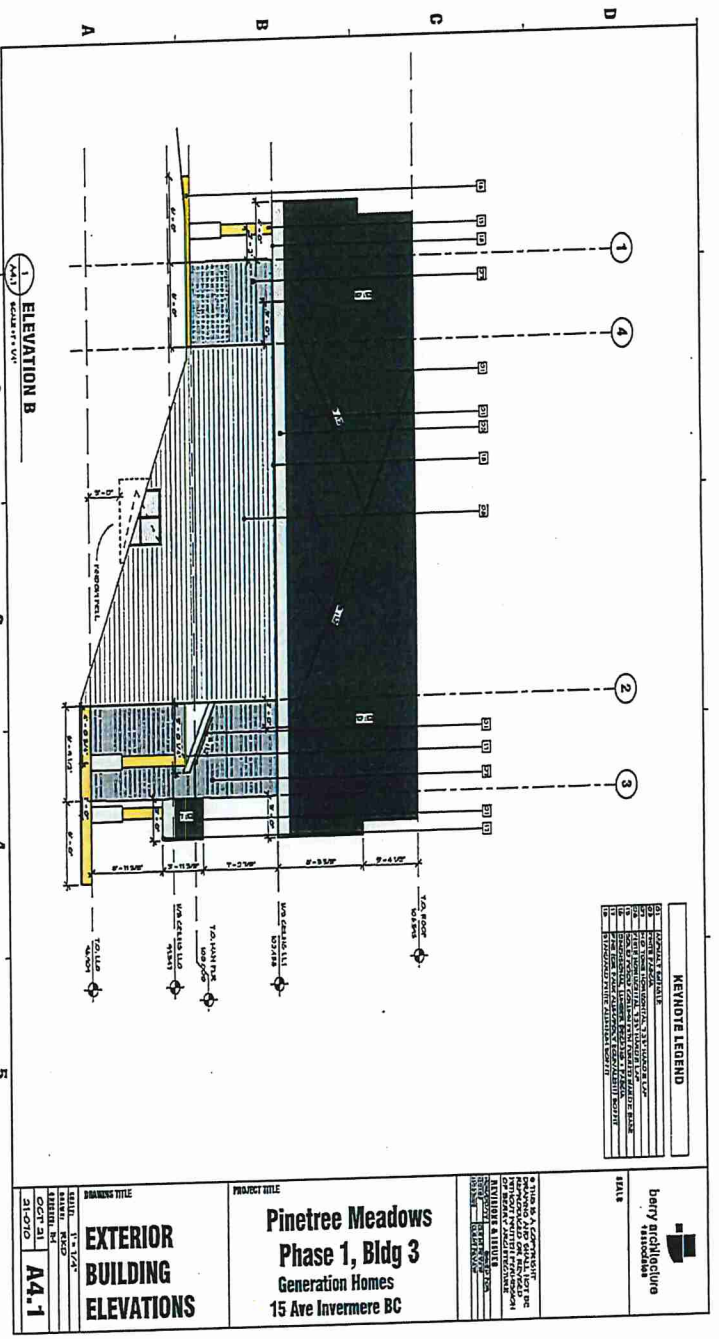
PHASING PLAN




REMAINING DEVELOPMENT - FUTURE

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Schedule "B" DP 22.01 Exterior Building Design

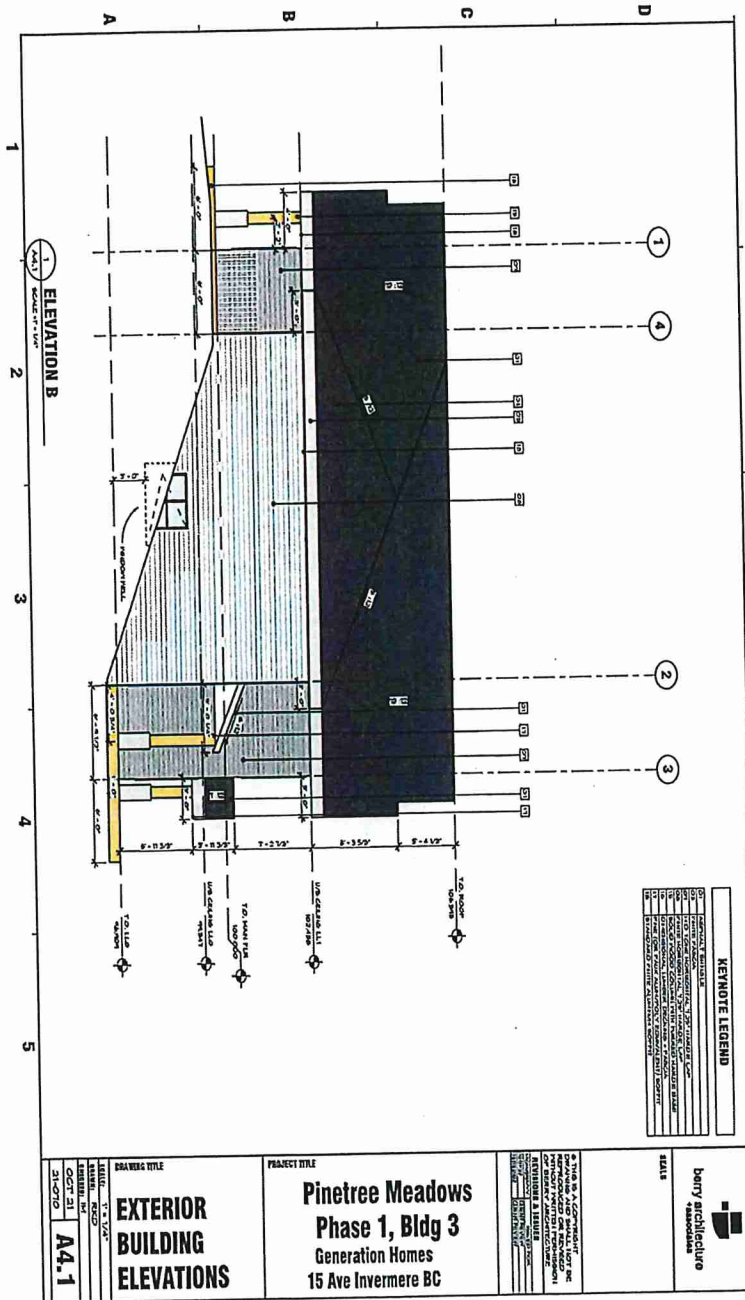


KEYNOTE LEGEND	
1	TOO ROOF 0.55M
2	W/D CHASSIS 0.25M
3	TOO UNIT 0.25M
4	W/D CHASSIS 0.25M
5	TOO UNIT 0.25M

 berry architecture 11800188	PROJECT TITLE Pinetree Meadows Phase 1, Bldg 3 Generation Homes 15 Ave Invermere BC
	DRAWING TITLE EXTERIOR BUILDING ELEVATIONS
SHEET NO. A4.1	DATE 21-01-2010

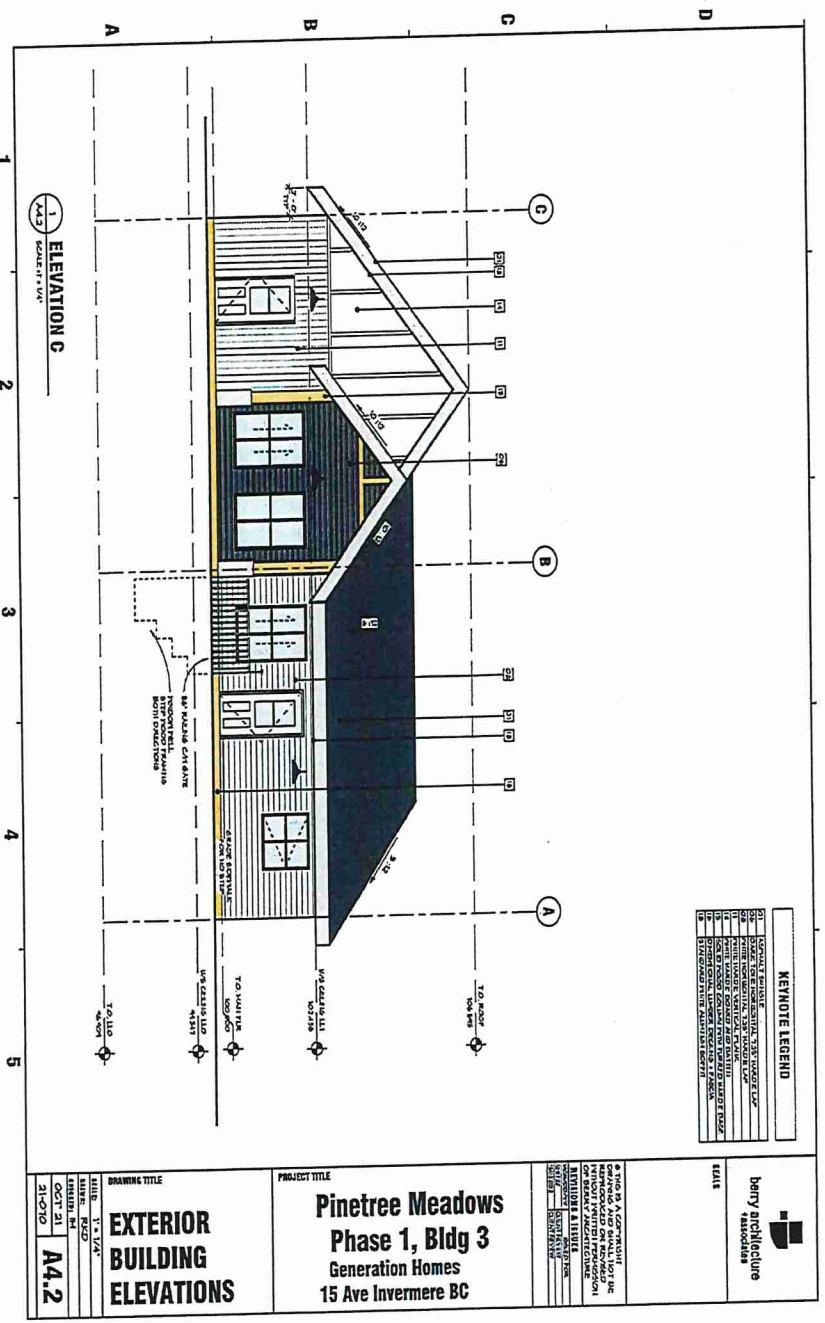
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Schedule "B" DP 22.01 Exterior Building Design



Handwritten initials/signature

Schedule "B" DP 22.01 Exterior Building Design



ELEVATION C

 <p>berry architecture architects</p>	<p>PROJECT TITLE</p> <p>Pinetree Meadows Phase 1, Bldg 3 Generation Homes 15 Ave Invermere BC</p>
	<p>DRAWING TITLE</p> <p>EXTERIOR BUILDING ELEVATIONS</p>
<p>DATE</p>	<p>PROJECT NO.</p> <p>21-0120</p>
<p>SCALE</p>	<p>DATE</p> <p>21-0120</p>
<p>BY</p>	<p>DATE</p>
<p>CHECKED</p>	<p>DATE</p>
<p>APPROVED</p>	<p>DATE</p>

ASL

Schedule "C" DP 22.01
Off Site Waterline Extension, Hydrant and Pathway Locations

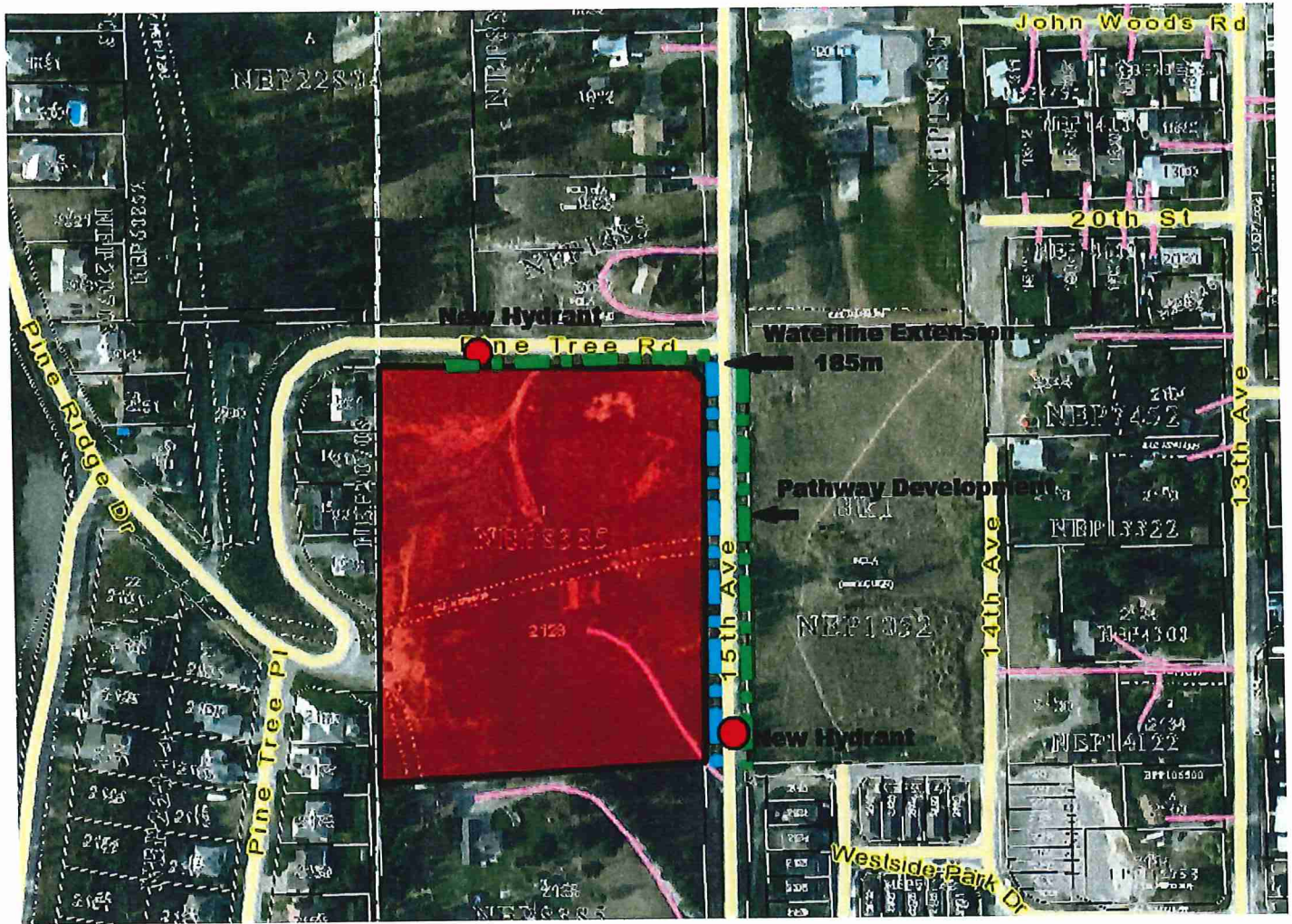


EXHIBIT J

**PINETREE MEADOWS
OFFER TO PURCHASE AND AGREEMENT OF SALE**

Vendor: 1345408 B.C. LTD.

Vendor's Solicitor: Columbia Valley Law Corporation
Box 639, 1309 – 7th Avenue, Invermere, BC V0A 1K0
reception@columbialegal.ca

Purchaser:

_____, of
Name(s) and Occupation(s)

Mailing Address(es)

Telephone Number(s)

Email Address(es)

Purchaser's Solicitor:

Property: A proposed strata lot within the development known as Pinetree Meadows located at the civic address of 2128 15th Ave, Invermere, British Columbia (the “Development”) legally described as:

Proposed Strata Lot ____ District Lot 1092 Kootenay District Plan 8385, except part included in plan NEP20703
(the “Strata Lot”)

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

The Purchaser agrees to purchase the Strata Lot from the Vendor and the Vendor agrees to sell the Strata Lot to the Purchaser on the terms and conditions set out below and in Schedules A, B and C attached to this Agreement:

Purchase Price:

\$ _____	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:

1. The Purchaser shall pay a deposit of \$1000 on submission of an offer to purchase, which shall be fully refundable if the offer to purchase is not executed by the Vendor and delivered to the Purchaser on or before the acceptance date set out therein.
2. On the signing of this contract by the Vendor, the Purchaser shall pay a further deposit in the amount of 10% of the Purchase Price less the initial \$1,000 deposit, namely \$ _____.
3. The Purchaser shall pay both deposits (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.
4. The Deposit shall be applied against the Purchase Price.
5. No interest on the Deposit shall be paid or payable to the Purchaser.
6. In the event the Purchaser fails to pay the Deposit as required by this Contract, the Vendor may, at the Vendor’s option, terminate this Contract.
7. 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.
8. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, 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:

9. Schedules A, B and C attached hereto form 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.
10. On submission of an offer to purchase, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

Acceptance:

- 11. This offer will be open for acceptance up to 5:00 o'clock p.m. on _____, 2022 unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.**
- 12. 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.**

[Signatures on next page]

DATED at _____ this ___ day of _____ 2022
[location]

Purchaser:

Witness:

Purchaser:

Witness:

This Offer is ACCEPTED by the Vendor this ___ day of _____ 20___
(the "Acceptance Date").

1345408 B.C. LTD.

Per: _____
Authorized signatory

Witness:

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

1. Completion Date:

- a. 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 to be constructed and 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, 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 noon Mountain Time.

3. Lien Holdback:

- a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* to be held 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, on the 56th day after permission to occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims registered against title to the Strata Lot.
 - c. If the Lien Holdback is not released to the Vendor on the 56th day after permission to occupy the Strata Lot has been issued, the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, 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, 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 56th 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, 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 following appliances: range, fridge, dishwasher, washer, and dryer (the "Appliances"). The Purchaser agrees that GST and PST is payable by the Purchaser on the Appliances. The Purchaser shall pay to the Vendor on the Completion Date 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 B** to 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 B** to 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 B** 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 will 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. Without the Vendor's prior written consent, any assignment of this purchase agreement is prohibited.
 - b. 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.
 - c. Each proposed party to an assignment agreement must provide the developer (Vendor) with the information and records required under the *Real Estate Development Marketing Act*. Information and records collected by the developer (Vendor) must be reported by the developer (Vendor) 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.
 - d. Before the developer (Vendor) consents to any assignment of the Purchaser's rights under this Agreement, the developer (Vendor) will be required to collect from the Purchaser as Assignor and from the proposed Assignee, and the Assignor and Assignee will be required to deliver to the developer (Vendor), information and

records pursuant the *Real Estate Development Marketing Act*, including personal information, respecting:

- i. the identity of the Assignor and the Assignee;
- ii. the contact and business information of the Assignor and the Assignee; and
- iii. the terms of the proposed assignment agreement

(collectively the "Assignment Information").

- e. 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.
- f. 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 deal with the following: amendments to the Rental Disclosure Statement and 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.

- 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 contract 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. **the Purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
- b. **if an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the Purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12-month period until the required amendment is received by the Purchaser, at which time the Purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse,**

or the general layout of the development, is materially changed by the issuance of the building permit;

- c. the amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than ten (10%) percent of the purchase price; and
- d. all deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

29. Satisfactory Financing

- a. if an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the Purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12-month period until the required amendment is received by the Purchaser;
- b. the amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
- c. all deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

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 in counterpart and by electronic means.

Schedule B

Acknowledgment of Disclosure Statement Receipt

1. I consent to receive a copy of the disclosure statement by electronic means.
2. I acknowledge receipt of a copy of the disclosure statement for the Development and all amendments to it that have been filed up to the date of this Agreement (the “Disclosure Statement”), and agree that I have been given a reasonable opportunity to read the Disclosure Statement.
3. The Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 of the Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of _____[insert purchaser’s name], who has confirmed that fact by initialing in the space provided here: _____[space for purchaser’s initials].

Dated: _____

Print name:

Schedule C

Addendum

This is an addendum to the offer to purchase and agreement of sale dated: _____
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 (the "Strata Lot").

The Purchaser and Vendor hereby further agree as follows: