

(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.

#### **Construction**

- 30** During the time that the owner-developer of the strata corporation is involved in construction activities for the completion of the development, the owner-developer shall have the right to:
- (a) place construction vehicles, trailers, and equipment on the common property during the construction of the development;
  - (b) limit access to areas under construction or adjacent to areas under construction for reasons of safety, security, and to enable the owner-developer to comply with Workers Compensation Board requirements; and
  - (c) dig up, construct, operate, inspect, pave, and maintain the roads and walkways on the common property.

### **Division 8 – Severability**

- 31** If any portion of these bylaws are found to be illegal or unenforceable by any court of competent jurisdiction, then for the purposes of the interpretation and enforcement of the bylaws, each such paragraph, subparagraph, or clause thereof

shall be considered to be separate and severable from the bylaws, and the remaining bylaws contained herein shall remain in full force and effect.

### **Division 8 – Storm Drainage Covenant**

- 32** (1) The strata corporation and each owner shall be bound by the terms of the Storm Drainage Covenant.
- (2) The strata corporation will not pass any bylaw or enact any rules or regulations that are inconsistent with the Storm Drainage Covenant.
- (3) The strata corporation is responsible for carrying out all inspections, maintenance, repairs, renewals, and replacement of the storm drainage system.
- (4) Any approval or decision required to be made by the owners and the strata corporation under the Storm Drainage Covenant shall be made by any ordinary resolution of the strata corporation.

## Strata Plan EPS 8541 - "Pine Tree Valley" Proposed Budget

	Phase 1 & 2 April to August 2024	Plus Phase 3 & 4 September 2024 to March 2025	Plus Phase 5 Feb 2025 to March 2025	Plus Phase 6 April 2025 to July 2025	Plus Phase 7 August 2025 to Sept 2025	Plus Phase 8 Oct 1 2025 onwards
<b>Revenues</b>	(12 month amounts)	(12 month amounts)				
Strata Fees	\$15,320.00	\$28,884.00	\$39,800.00	\$48,216.00	\$55,232.00	\$61,248.00
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	\$9,950.00	\$12,054.00	\$13,808.00	\$15,312.00
Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUE</b>	<b>\$18,384.00</b>	<b>\$34,660.80</b>	<b>\$49,750.00</b>	<b>\$60,270.00</b>	<b>\$69,040.00</b>	<b>\$76,560.00</b>
<b>Operating Expenses</b>						
Repairs and Maintenance	\$500.00	\$1,000.00	\$2,000.00	\$3,000.00	\$4,000.00	\$4,000.00
Landscaping	\$0.00	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Snow Removal	\$800.00	\$800.00	\$1,600.00	\$2,000.00	\$2,000.00	\$2,000.00
Waste Removal	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
<b>General and Administrative</b>						
Insurance	\$8,000.00	\$16,000.00	\$20,000.00	\$24,000.00	\$28,000.00	\$32,000.00
Management	\$4,032.00	\$8,064.00	\$10,080.00	\$12,096.00	\$14,112.00	\$16,128.00
Professional Fees/Accounting	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Bank Fees						
Office Expenses	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00	\$250.00
Council Meeting Expenses	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	\$9,950.00	\$12,054.00	\$13,808.00	\$15,312.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$18,416.00</b>	<b>\$34,660.80</b>	<b>\$49,750.00</b>	<b>\$60,270.00</b>	<b>\$69,040.00</b>	<b>\$76,560.00</b>

Current		Phase 1 & 2 April to Sept 30 2024			Plus Phase 3 & 4 Oct 1 2024 to Jan 31 2025			Plus Phase 5 Feb 1 2025 to March 31 2025			Plus Phase 6 April 1 2025 to July 31 2025			Plus Phase 7 Aug 1 2025 to Sept 30 2025			Plus Phase 8 Oct 1 2025 onward								
		Annual budget \$ 18,416			Annual budget \$ 34,661			Annual budget \$ 49,750			Annual budget \$ 60,270			Annual budget \$ 69,040			Annual budget \$ 76,560								
Strata Lot #	Monthly strata fee to Mar 31 2024	Strata Lot #	Unit Entitlement	% of complex	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	% of complex	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	% of complex	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	% of complex	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	% of complex	Total strata fees MONTHLY				
1	\$140.70	1	85	10%	\$ 159.08	1	85	5%	\$ 147.19	1	85	4%	\$ 164.06	1	85	3%	\$ 162.45	1	85	3%	\$ 157.35	1	85	2%	\$ 157.28
2	\$140.70	2	85	10%	\$ 159.08	2	85	5%	\$ 147.19	2	85	4%	\$ 164.06	2	85	3%	\$ 162.45	2	85	3%	\$ 157.35	2	85	2%	\$ 157.28
3	\$140.70	3	85	10%	\$ 159.08	3	85	5%	\$ 147.19	3	85	4%	\$ 164.06	3	85	3%	\$ 162.45	3	85	3%	\$ 157.35	3	85	2%	\$ 157.28
4	\$140.70	4	85	10%	\$ 159.08	4	85	5%	\$ 147.19	4	85	4%	\$ 164.06	4	85	3%	\$ 162.45	4	85	3%	\$ 157.35	4	85	2%	\$ 157.28
5		5	139	17%	\$ 260.15	5	139	8%	\$ 240.70	5	139	6%	\$ 268.28	5	139	5%	\$ 265.65	5	139	4%	\$ 257.31	5	139	4%	\$ 257.20
6		6	85	10%	\$ 159.08	6	85	5%	\$ 147.19	6	85	4%	\$ 164.06	6	85	3%	\$ 162.45	6	85	3%	\$ 157.35	6	85	2%	\$ 157.28
7		7	171	21%	\$ 320.04	7	171	10%	\$ 296.11	7	171	8%	\$ 330.05	7	171	7%	\$ 326.81	7	171	6%	\$ 316.54	7	171	5%	\$ 316.41
8		8	85	10%	\$ 159.08	8	85	5%	\$ 147.19	8	85	4%	\$ 164.06	8	85	3%	\$ 162.45	8	85	3%	\$ 157.35	8	85	2%	\$ 157.28
9		9				9	56	3%	\$ 96.97	9	56	3%	\$ 108.09	9	56	2%	\$ 107.02	9	56	2%	\$ 103.66	9	56	2%	\$ 103.62
10		10				10	55	3%	\$ 95.24	10	55	3%	\$ 106.15	10	55	2%	\$ 105.11	10	55	2%	\$ 101.81	10	55	2%	\$ 101.77
11		11				11	172	10%	\$ 297.84	11	172	8%	\$ 331.98	11	172	7%	\$ 328.72	11	172	6%	\$ 318.40	11	172	5%	\$ 318.26
12		12				12	85	5%	\$ 147.19	12	85	4%	\$ 164.06	12	85	3%	\$ 162.45	12	85	3%	\$ 157.35	12	85	2%	\$ 157.28
13		13				13	139	8%	\$ 240.70	13	139	6%	\$ 268.28	13	139	5%	\$ 265.65	13	139	4%	\$ 257.31	13	139	4%	\$ 257.20
14		14				14	85	5%	\$ 147.19	14	85	4%	\$ 164.06	14	85	3%	\$ 162.45	14	85	3%	\$ 157.35	14	85	2%	\$ 157.28
15		15				15	171	10%	\$ 296.11	15	171	8%	\$ 330.05	15	171	7%	\$ 326.81	15	171	6%	\$ 316.54	15	171	5%	\$ 316.41
16		16				16	85	5%	\$ 147.19	16	85	4%	\$ 164.06	16	85	3%	\$ 162.45	16	85	3%	\$ 157.35	16	85	2%	\$ 157.28
17		17				17	171	10%	\$ 296.11	17	171	8%	\$ 330.05	17	171	7%	\$ 326.81	17	171	6%	\$ 316.54	17	171	5%	\$ 316.41
18		18				18	85	4%	\$ 164.06	18	85	4%	\$ 164.06	18	85	3%	\$ 162.45	18	85	3%	\$ 157.35	18	85	2%	\$ 157.28
19		19				19	139	6%	\$ 268.28	19	139	6%	\$ 268.28	19	139	5%	\$ 265.65	19	139	4%	\$ 257.31	19	139	4%	\$ 257.20
20		20				20	85	4%	\$ 164.06	20	85	4%	\$ 164.06	20	85	3%	\$ 162.45	20	85	3%	\$ 157.35	20	85	2%	\$ 157.28
21		21				21				21	171	7%	\$ 326.81	21	171	6%	\$ 316.54	21	171	6%	\$ 316.54	21	171	5%	\$ 316.41
22		22				22				22	85	3%	\$ 162.45	22	85	3%	\$ 162.45	22	85	3%	\$ 157.35	22	85	2%	\$ 157.28
23		23				23				23	139	5%	\$ 265.65	23	139	4%	\$ 257.31	23	139	4%	\$ 257.31	23	139	4%	\$ 257.20
24		24				24				24	85	3%	\$ 162.45	24	85	3%	\$ 162.45	24	85	3%	\$ 157.35	24	85	2%	\$ 157.28
25		25				25				25				25	171	6%	\$ 316.54	25	171	6%	\$ 316.54	25	171	5%	\$ 316.41
26		26				26				26				26	85	3%	\$ 157.35	26	85	3%	\$ 157.35	26	85	2%	\$ 157.28
27		27				27				27				27	139	4%	\$ 257.31	27	139	4%	\$ 257.31	27	139	4%	\$ 257.20
28		28				28				28				28	85	3%	\$ 157.35	28	85	3%	\$ 157.35	28	85	2%	\$ 157.28
29		29				29				29				29				29				29	85	2%	\$ 157.28
30		30				30				30				30				30				30	85	2%	\$ 157.28
31		31				31				31				31				31				31	85	2%	\$ 157.28
32		32				32				32				32				32				32	85	2%	\$ 157.28

Exhibit H  
Deleted

# 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)**

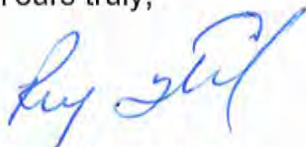
---

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 - 15<sup>th</sup> 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](mailto: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.



**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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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.

*AS*  
DP 22 01

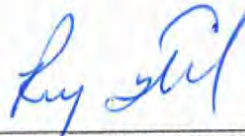
**Expiry**

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 17<sup>th</sup> 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 1 DP 22.01**



BUILDINGS: 27  
PARKING: 159

## SITE PLAN LEGEND

- SIDEWALKS
- ROADS
- GRASS
- LOWVOLT WATER PERSCAPING
- DECKING
- BUILDING FOOTPRINT
- PROPERTY LINE
- SETBACK LINE

## BYLAW ANALYSIS

BYWHERE 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: 3M

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

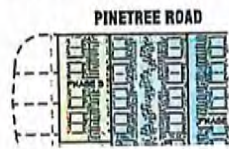
PARCEL COVERAGE: 55%

PARKING:  
15 SPACES (6 SPACES/BUILDING)  
2 SEPARATE ACCESS POINTS FOR MORE THAN 10 SPACES

RECREATIONAL SPACE: 15 M<sup>2</sup> MINIMUM

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

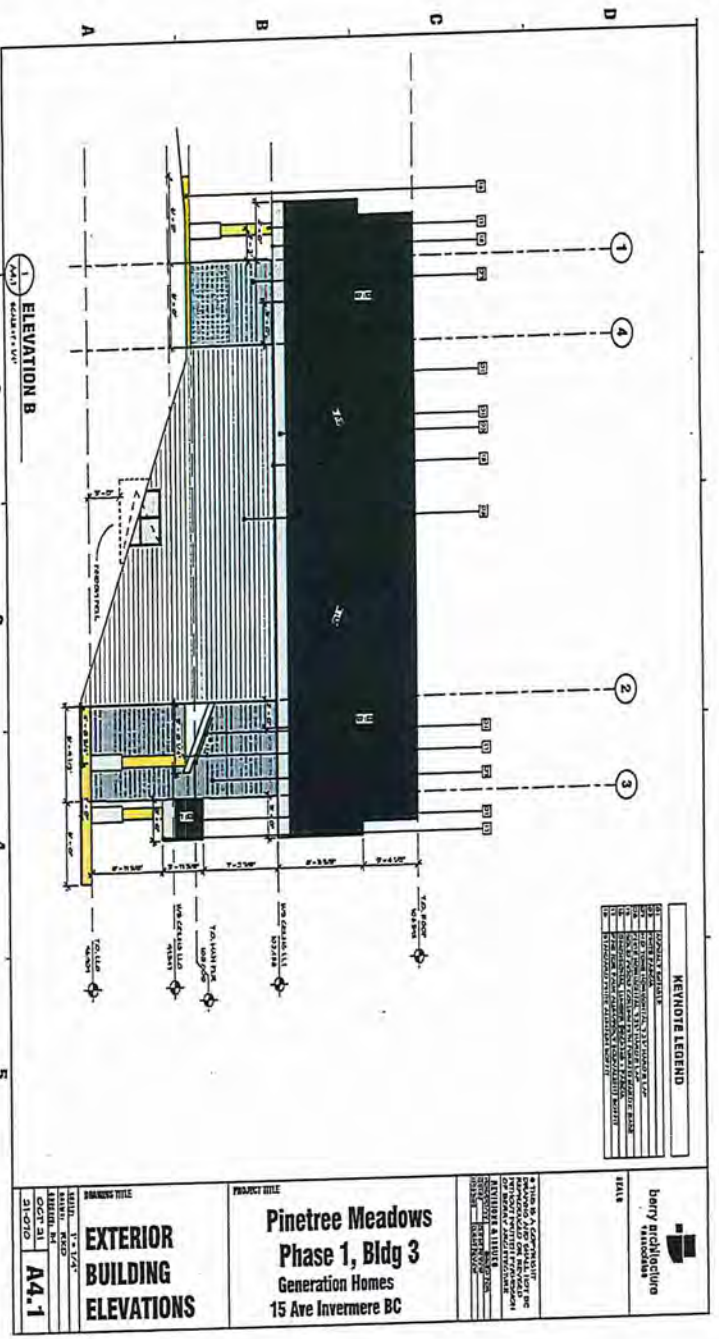
## PHASING PLAN



**REMAINING DEVELOPMENT - FUTURE**

*Handwritten signature*

# Schedule "B" DP 22.01 Exterior Building Design



berry architecture  
vancouver

PROJECT TITLE  
**Pinetree Meadows  
Phase 1, Bldg 3  
Generation Homes  
15 Ave Invermere BC**

DRAWING TITLE  
**EXTERIOR  
BUILDING  
ELEVATIONS**

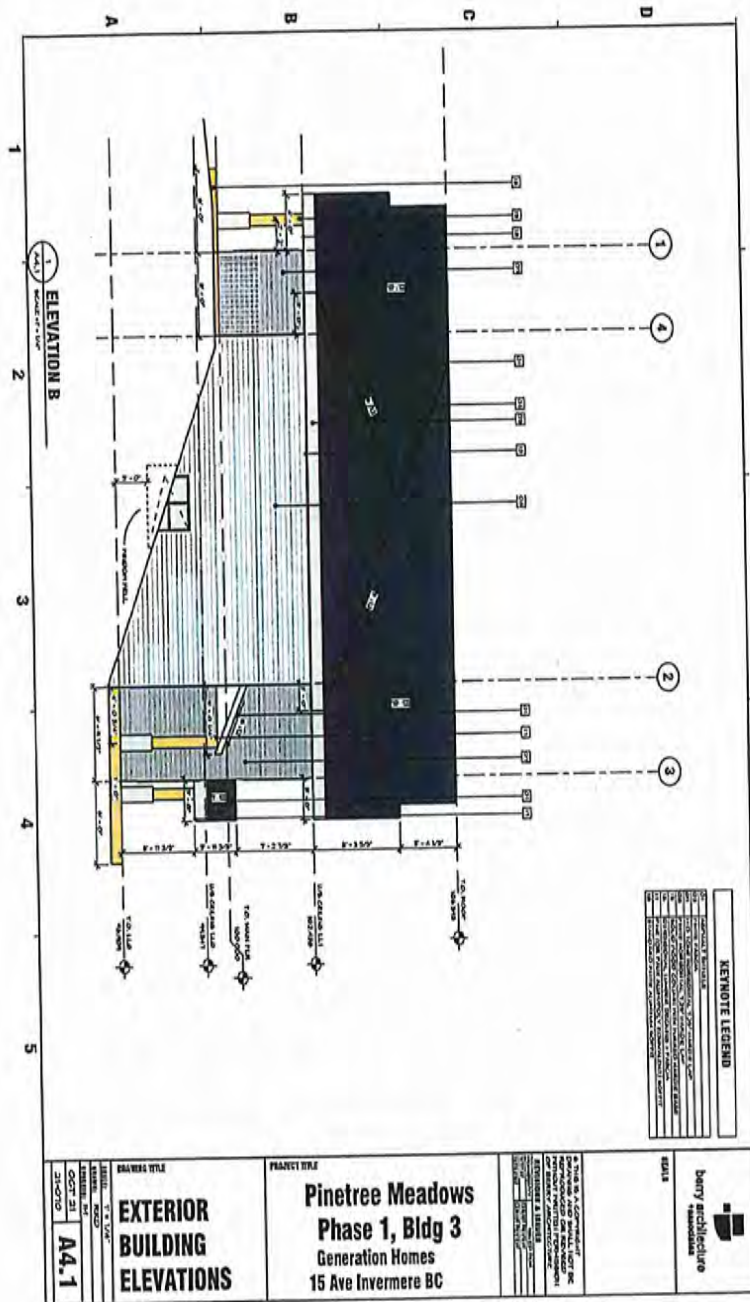
DATE  
OCT 21  
21-010

A4.1

*Handwritten signature*

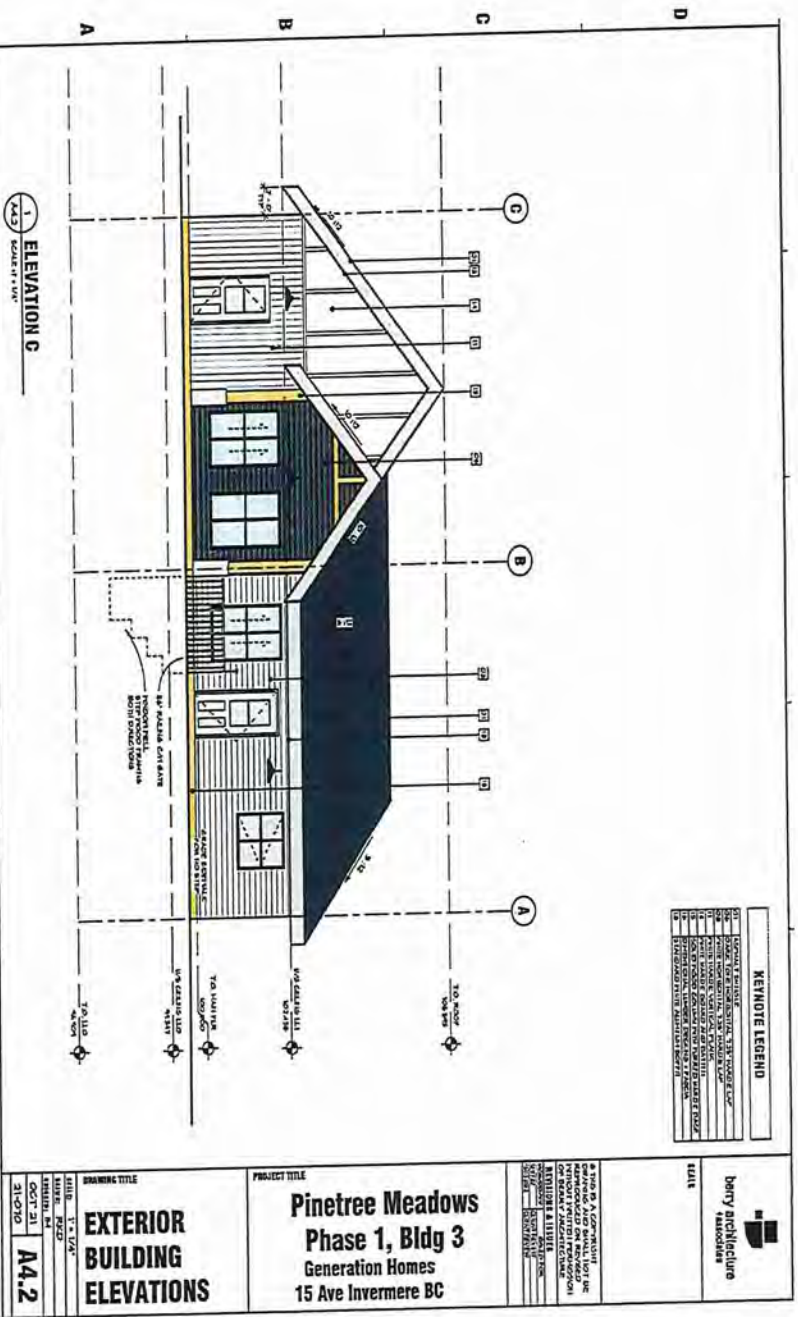


# Schedule "B" DP 22.01 Exterior Building Design



*BL*

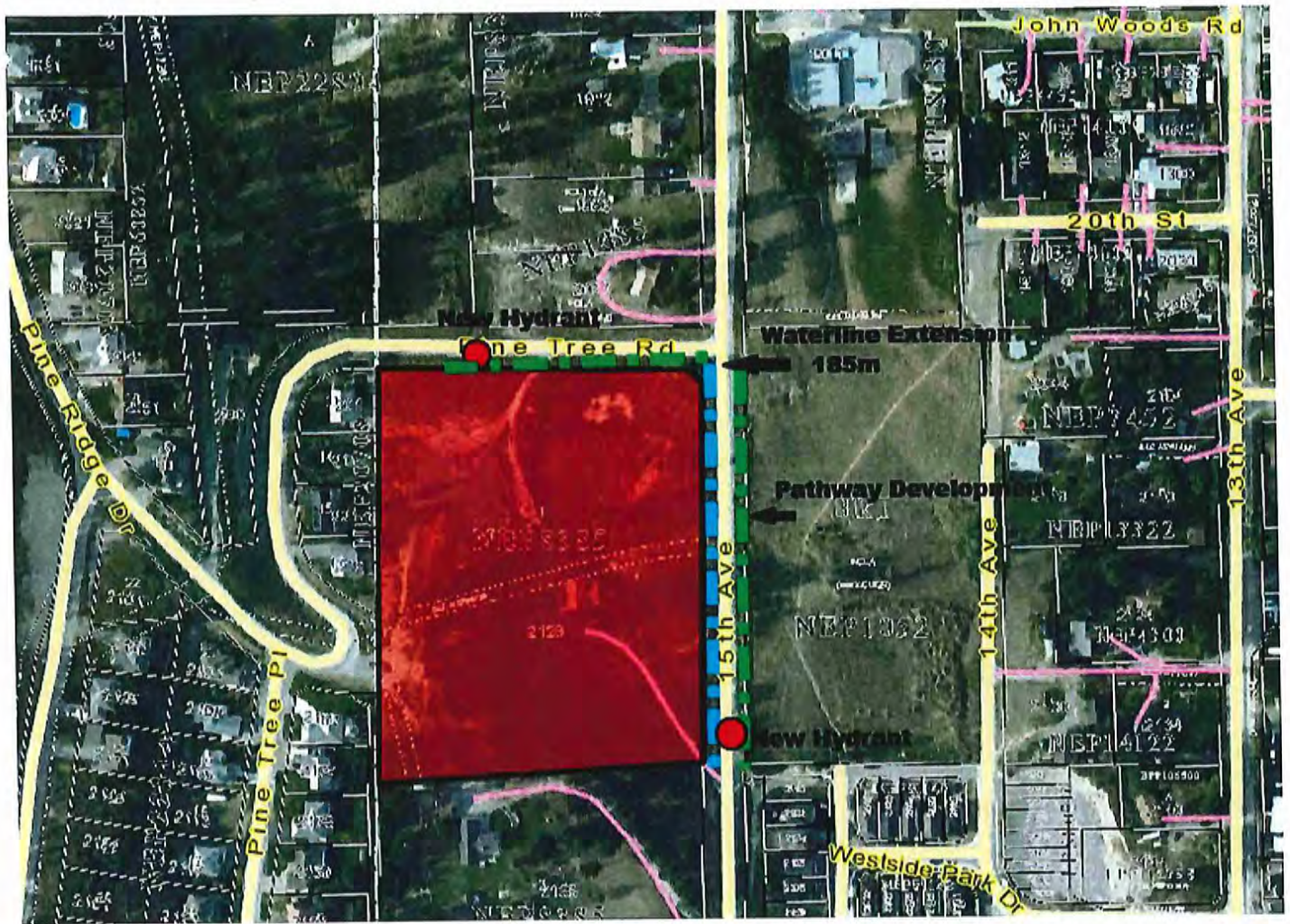
# Schedule "B" DP 22.01 Exterior Building Design



*ASL*



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



*Handwritten signature or initials.*

## Exhibit J

### Pre-sale and Post-title Purchase Contracts

**PINETREE VALLEY DEVELOPMENT - PINETREE MEADOWS  
OFFER TO PURCHASE AND AGREEMENT OF SALE  
PRE-TITLES**

Date of Offer:        \_\_ day of \_\_\_\_\_, 202\_\_.

Vendor:                1345408 B.C. LTD.

Vendor's Solicitor:   Columbia Valley Law Corporation  
                              Box 639, 1309 – 7<sup>th</sup> Avenue, Invermere, BC V0A 1K0  
                              [reception@columbialegal.ca](mailto:reception@columbialegal.ca)

Purchaser:

\_\_\_\_\_

Name(s) and Occupation(s)

\_\_\_\_\_

Mailing Address(es)

\_\_\_\_\_

Telephone Number(s)

\_\_\_\_\_

Email Address(es)

Purchaser's Solicitor:

\_\_\_\_\_



FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Property:

1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Schedule to this Agreement, the following property:

- a. A proposed strata lot to be legally described as:

PROPOSED STRATA LOT \_\_\_\_ DISTRICT LOT 1092 KOOTENAY  
DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN  
THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and

- b. The following: range, fridge, dishwasher, washer, and dryer (the “Appliances”)  
  
(collectively, the “Strata Lot”).

Purchase Price:

2. The Purchase Price for the Strata Lot is \$ \_\_\_\_\_ (the “Purchase Price”). The Purchase Price does not include Goods and Services Tax and other applicable taxes.
3. The portion of the Purchase Price allocated to the Appliances is \$ \_\_\_\_\_.

Deposit:

4. The Purchaser shall pay an initial deposit of \$ \_\_\_\_\_ (the “Initial Deposit”) upon submission of this Agreement to the Vendor. The Initial Deposit shall be fully refundable to the Purchaser if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the Acceptance Date set out herein.
5. The Purchaser shall pay a second deposit in the amount of \$ \_\_\_\_\_ (the “Second Deposit”). The Initial Deposit plus the Second Deposit shall not exceed 10% of the Purchase Price. The Purchaser shall pay the Second Deposit on the date that is the later of:
  - a. the date that the Purchaser removes the last condition-precedent contained in this Agreement (if any); and
  - b. within 5 business days after the execution of this Agreement.

6. The Purchaser shall pay the Initial Deposit and the Second Deposit (collectively, the “Deposit”) by way of bank drafts payable to “Columbia Valley Law Corporation in Trust” delivered to the Vendor’s Solicitor at the address set out above.
7. The Deposit shall be applied against the Purchase Price.
8. No interest on the Deposit shall be paid or is payable to the Purchaser.
9. In the event that the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor’s option, terminate this Agreement.
10. 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.
11. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then the Deposit will be forfeited to the Vendor without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

**Schedules:**

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

**Acceptance:**

14. **This offer will be open for acceptance up to 5:00 p.m. Mountain Time on \_\_\_\_\_, 202\_\_ (the “Acceptance Date”)** unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.

**15. Upon acceptance by the Vendor by signing a copy of this Agreement, there will be a binding Agreement of Purchase and Sale on the terms and conditions herein set forth.**

DATED at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ 202\_\_.  
[location]

\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Witness:

This Offer is ACCEPTED by the Vendor this \_\_\_ day of \_\_\_\_\_ 202\_\_.

1345408 B.C. LTD.

Per: \_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Witness:

SCHEDULE A  
ADDITIONAL TERMS AND CONDITIONS

1. Completion Date:

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

2. Possession: The Purchaser shall have vacant possession of the Strata Lot at 12:00 p.m. Mountain Time on the day following the Completion Date.

3. Lien Holdback:

- a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* of British Columbia or the *Strata Property Act* of British Columbia to be held back by the

Purchaser in respect of potential builders' lien claims (the "Lien Holdback") shall be held by the Purchaser's solicitor or notary in trust.

- b. The Purchaser warrants that the Purchaser will direct the Purchaser's solicitor or notary to pay to the Vendor's solicitor, on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
  - c. If the Lien Holdback is not released to the Vendor on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of 30% per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
  - d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the 56<sup>th</sup> day after permission to occupy the Strata Lot has been issued.
  - e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.
4. Title: On the Completion Date, the Vendor shall:
- a. provide title to the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(2) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
    - i. the existing encumbrances and legal notations set out in section 4.3 of the Disclosure Statement;
    - ii. the proposed encumbrances set out in section 4.4 of the Disclosure Statement; and
    - iii. any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;
- (the "Permitted Encumbrances")



and on or before the Completion Date, the Vendor will have taken whatever steps are necessary to obtain or make arrangements for any release or discharge of all liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances registered against title to the Strata Lot. The Vendor shall bear all costs of providing clear title to the Strata Lot as set out in this paragraph.

- b. The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public shall pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot.
5. Purchaser Financing
- a. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, then the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:
    - i. deposited in trust with its solicitor or notary public the cash balance of the Purchase Price not being financed by the mortgage;
    - ii. fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
    - iii. made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
6. No Set-off: Except as expressly set forth in this Agreement or as otherwise mutually agreed to in writing by the Purchaser and the Vendor, the Purchaser's obligation to make the payments provided for in this Agreement shall not be affected by any circumstances including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Purchaser may have against the Vendor.

7. Adjustments, Costs, and GST/PST:
- a. The Purchase Price does not include federal Goods and Services Tax (“GST”) and other applicable taxes. The Purchaser shall assume and pay where applicable all real property taxes, GST, and Provincial Sales Tax (“PST”), 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 includes the Appliances. The Purchaser agrees that GST and PST is payable on the Appliances by the Purchaser. On the Completion Date, the Purchaser shall pay to the Vendor the amount of the GST and PST due on the value of the Appliances, and the Vendor shall be responsible for remitting the appropriate amount of tax.
8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B6** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C5** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, 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, then 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 Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B6** 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 B6** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
15. Time of the Essence: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
16. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.
17. Assignment:
  - a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
  - b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
  - c. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
  - d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
  - e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
    - i. the party's identity;

- ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- f. Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.
- g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the *Real Estate Development and Marketing Act*, namely:
  - i. for the purposes of administering or enforcing *the Real Estate Development Marketing Act*, a taxation Act, the *Home Owner Grant Act*, or the *Land Deferment Act*;
  - ii. in court proceedings related to the Acts referred to in subparagraph (i);
  - iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
  - iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
  - v. to the British Columbia Assessment Authority.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
  - i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
  - ii. file with the administrator designated by the *Property Transfer Tax Act* (the "Administrator") all of the assignment information; and
  - iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and

the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
19. Tender: Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P - Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor's unfettered discretion to exercise the Purchaser's proxy on these matters.
22. Number and Gender: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
23. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.
24. Entire Agreement:
  - a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material

including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.

- b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.

25. Privacy Consent:

- a. The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates, and service providers for the following purposes:
  - i. to complete the transaction contemplated by this Agreement;
  - ii. to engage in business transactions included in securing financing for the construction of the development;
  - iii. to provide ongoing products and services to the Purchasers;
  - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
  - v. as required by law; and
  - vi. for additional purposes identified when or before the information is collected.
- b. The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.

26. Major Delays: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement by reason of major events outside the parties' control, including but not limited to, strikes, riots, equipment failure, natural disaster, war, pandemic, government shutdown, civil unrest, et cetera, then the parties shall be relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period after the delay.



27. 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.
28. 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.
29. Rescission Rights if Building Permit not Yet Issued: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
- 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 10% 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.
30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the

Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. 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 to it.

31. Legal Advice: The parties acknowledge that Columbia Valley Law Corporation prepared this Agreement and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this Agreement.
32. Construction of Agreement: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the *contra proferentem* doctrine, shall not apply to the construction of this Agreement.
33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

## Schedule B

### Acknowledgment of Disclosure Statement Receipt

1. The Purchaser consents to receiving a copy of the disclosure statement for the development, Pinetree Valley Development - Pinetree Meadows, and all amendments to it by electronic means.
2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement:
  - a. the Disclosure Statement dated June 30, 2022;
  - b. the First Amendment to Disclosure Statement dated July 09, 2022;
  - c. the Second Amendment to Disclosure Statement dated June 30, 2023;
  - d. the Third Amendment to Disclosure Statement dated October 25, 2023;
  - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024;
  - f. the Fifth Amendment to the Disclosure Statement dated March 29, 2024; and
  - g. the Sixth Amendment to the Disclosure Statement dated June 28, 2024;(the "Disclosure Statement");

And/Or if the Acceptance Date for the Agreement is after June 28, 2024, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement either the Consolidated Disclosure Statement dated June 21, 2024, or the Disclosure Statement as defined herein.

3. The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a receipt by the Purchaser in respect of the Disclosure Statement and the Consolidated Disclosure Statement.
4. The Disclosure Statement relates to a development property that is not yet completed. The Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.

Dated: \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Purchaser's name:

\_\_\_\_\_  
Print Purchaser's name:





**PINETREE VALLEY DEVELOPMENT - PINETREE MEADOWS  
OFFER TO PURCHASE AND AGREEMENT OF SALE  
POST-TITLES**

Date of Offer:        \_\_ day of \_\_\_\_\_, 202\_\_.

Vendor:                1345408 B.C. LTD.

Vendor's Solicitor:   Columbia Valley Law Corporation  
                              Box 639, 1309 – 7<sup>th</sup> Avenue, Invermere, BC V0A 1K0  
                              [reception@columbialegal.ca](mailto:reception@columbialegal.ca)

Purchaser:

\_\_\_\_\_

Name(s) and Occupation(s)

\_\_\_\_\_

Mailing Address(es)

\_\_\_\_\_

Telephone Number(s)

\_\_\_\_\_

Email Address(es)

Purchaser's Solicitor:

\_\_\_\_\_

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Property:

1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Schedule to this Agreement, the following property:
  - a. A strata lot located within the development known as Pinetree Valley Development - Pinetree Meadows (the "Development") and legally described as:  
  
STRATA LOT \_\_\_\_ DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and
  - b. The following: range, fridge, dishwasher, washer, and dryer (the "Appliances")  
  
(collectively, the "Strata Lot").

Purchase Price:

2. The Purchase Price for the Strata Lot is \$ \_\_\_\_\_ (the "Purchase Price"). The Purchase Price does not include Goods and Services Tax and other applicable taxes.
3. The portion of the Purchase Price allocated to the Appliances is \$ \_\_\_\_\_.

Deposit:

4. The Purchaser shall pay an initial deposit of \$ \_\_\_\_\_ (the "Initial Deposit") upon submission of this Agreement to the Vendor. The Initial Deposit shall be fully refundable to the Purchaser if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the Acceptance Date set out herein.
5. The Purchaser shall pay a second deposit in the amount of \$ \_\_\_\_\_ (the "Second Deposit"). The Initial Deposit plus the Second Deposit shall not exceed 10% of the Purchase Price. The Purchaser shall pay the Second Deposit on the date that is the later of:
  - a. the date that the Purchaser removes the last condition-precedent contained in this Agreement (if any); and
  - b. within 5 business days after the execution of this Agreement.



6. The Purchaser shall pay the Initial Deposit and the Second Deposit (collectively, the “Deposit”) by way of bank drafts payable to “Columbia Valley Law Corporation in Trust” delivered to the Vendor’s Solicitor at the address set out above.
7. The Deposit shall be applied against the Purchase Price.
8. No interest on the Deposit shall be paid or is payable to the Purchaser.
9. In the event that the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor’s option, terminate this Agreement.
10. 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.
11. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then the Deposit will be forfeited to the Vendor without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

**Schedules:**

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

**Acceptance:**

- 14. This offer will be open for acceptance up to 5:00 p.m. Mountain Time on \_\_\_\_\_, 202\_\_ (the “Acceptance Date”) unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.**

**15. Upon acceptance by the Vendor by signing a copy of this Agreement, there will be a binding Agreement of Purchase and Sale on the terms and conditions herein set forth.**

DATED at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ 202\_\_.  
[location]

\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Witness:

This Offer is ACCEPTED by the Vendor this \_\_\_ day of \_\_\_\_\_ 202\_\_.

1345408 B.C. LTD.

Per: \_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Witness:

SCHEDULE A  
ADDITIONAL TERMS AND CONDITIONS

1. Completion Date:

- a. The purchase and sale of the Strata Lot shall complete on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the “Completion Date”).
- b. Completion shall occur as follows:
  - i. the Purchaser’s lawyer shall prepare the conveyance documents and send them to the Vendor’s lawyer;
  - ii. the Vendor’s lawyer shall return the duly executed conveyance documents to the Purchaser’s lawyer before the Completion Date on undertakings agreed to between the parties’ lawyers; and
  - iii. if the parties’ lawyers cannot agree on undertakings, then the standard CBA BC real estate undertakings shall be used.
- c. The Purchaser acknowledges and accepts that construction and other delays may affect the date on which the Strata Lot is completed. The Strata Lot may be occupied when the District of Invermere has given written permission to occupy the Strata Lot (“Permission to Occupy”). Permission to Occupy refers to the Strata Lot only and not to any other strata lot or the common property within the Development.
- d. 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.
- e. If the Vendor is delayed in:
  - i. completing the servicing of the Development; or
  - ii. performing any other obligation under this Agreement by reason of unforeseen circumstance including earthquake, fire, explosion, accident, action or inaction of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of god, delay or failure by carriers or contractors, climate conditions; or
  - iii. by any other reason or circumstance beyond the exclusive control of the Vendor;

then the time within which the Vendor must do anything contained herein, and the Completion Date established in accordance with section 1 of this Agreement, will be

extended by the period equivalent of such delay as set out in written notice from the Vendor to the Purchaser, which notice will include the new extended Completion Date. For greater certainty, delays in connection with public health declarations, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Vendor.

- f. If the Purchaser wishes to extend the Completion Date, then the Purchaser may apply to the Vendor to do so. The Vendor may arbitrarily withhold its consent to any extension of the Completion Date.
2. Possession: The Purchaser shall have vacant possession of the Strata Lot at 12:00 p.m. Mountain Time on the day following the Completion Date.
  3. Lien Holdback:
    - a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* of British Columbia or the *Strata Property Act* of British Columbia to be held back by the Purchaser in respect of potential builders' lien claims (the "Lien Holdback") shall be held by the Purchaser's solicitor or notary in trust.
    - b. The Purchaser warrants that the Purchaser will direct the Purchaser's solicitor or notary to pay to the Vendor's solicitor, on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
    - c. If the Lien Holdback is not released to the Vendor on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of 30% per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
    - d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the 56<sup>th</sup> day after permission to occupy the Strata Lot has been issued.
    - e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.

4. Title: On the Completion Date, the Vendor shall:

- a. provide title to the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(2) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
  - i. the existing encumbrances and legal notations set out in section 4.3 of the Disclosure Statement;
  - ii. the proposed encumbrances set out in section 4.4 of the Disclosure Statement; and
  - iii. any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;

(the "Permitted Encumbrances")

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary to obtain or make arrangements for any release or discharge of all liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances registered against title to the Strata Lot. The Vendor shall bear all costs of providing clear title to the Strata Lot as set out in this paragraph.

- b. The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public shall pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot.

5. Purchaser Financing

- a. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, then the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:
  - i. deposited in trust with its solicitor or notary public the cash balance of the Purchase Price not being financed by the mortgage;

- ii. fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
  - iii. made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
- 6. No Set-off: Except as expressly set forth in this Agreement or as otherwise mutually agreed to in writing by the Purchaser and the Vendor, the Purchaser's obligation to make the payments provided for in this Agreement shall not be affected by any circumstances including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Purchaser may have against the Vendor.
- 7. Adjustments, Costs, and GST/PST:
  - a. The Purchase Price does not include federal Goods and Services Tax ("GST") and other applicable taxes. The Purchaser shall assume and pay where applicable all real property taxes, GST, and Provincial Sales Tax ("PST"), 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 includes the Appliances. The Purchaser agrees that GST and PST is payable on the Appliances by the Purchaser. On the Completion Date, the Purchaser shall pay to the Vendor the amount of the GST and PST due on the value of the Appliances, and the Vendor shall be responsible for remitting the appropriate amount of tax.
- 8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B6** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C5** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, 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, then 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 Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B6** 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 B6** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.

15. Time of the Essence: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

16. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.

17. Assignment:

- a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.

- c. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
- e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;
  - ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- f. Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.
- g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the *Real Estate Development and Marketing Act*, namely:
  - i. for the purposes of administering or enforcing *the Real Estate Development Marketing Act*, a taxation Act, the *Home Owner Grant Act*, or the *Land Deferment Act*;
  - ii. in court proceedings related to the Acts referred to in subparagraph (i);
  - iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
  - iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or

- v. to the British Columbia Assessment Authority.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
  - i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
  - ii. file with the administrator designated by the *Property Transfer Tax Act* (the "Administrator") all of the assignment information; and
  - iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and

the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
19. Tender: Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P - Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor's unfettered discretion to exercise the Purchaser's proxy on these matters.

22. Number and Gender: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
23. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.
24. Entire Agreement:
- a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.
  - b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.
25. Privacy Consent:
- a. The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates, and service providers for the following purposes:
    - i. to complete the transaction contemplated by this Agreement;
    - ii. to engage in business transactions included in securing financing for the construction of the development;
    - iii. to provide ongoing products and services to the Purchasers;
    - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
    - v. as required by law; and

- vi. for additional purposes identified when or before the information is collected.

The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.

- 26. Major Delays: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement by reason of major events outside the parties' control, including but not limited to, strikes, riots, equipment failure, natural disaster, war, pandemic, government shutdown, civil unrest, et cetera, then the parties shall be relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period after the delay.
- 27. 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.
- 28. 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.
- 29. Rescission Rights if Building Permit not Yet Issued: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
  - 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 10% 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.
30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic associated with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. 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 to it.
31. Legal Advice: The parties acknowledge that Columbia Valley Law Corporation prepared this Agreement and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this Agreement.
32. Construction of Agreement: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the *contra proferentem* doctrine, shall not apply to the construction of this Agreement.
33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

## Schedule B

### Acknowledgment of Disclosure Statement Receipt

1. The Purchaser consents to receiving a copy of the disclosure statement for the development, Pinetree Valley Development - Pinetree Meadows, and all amendments to it by electronic means.
2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement:
  - a. the Disclosure Statement dated June 30, 2022;
  - b. the First Amendment to Disclosure Statement dated July 09, 2022;
  - c. the Second Amendment to Disclosure Statement dated June 30, 2023;
  - d. the Third Amendment to Disclosure Statement dated October 25, 2023;
  - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024;
  - f. the Fifth Amendment to the Disclosure Statement dated March 29, 2024; and
  - g. the Sixth Amendment to the Disclosure Statement dated June 28, 2024;(the “Disclosure Statement”);

And/Or if the Acceptance Date for the Agreement is after June 28, 2024, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement either the Consolidated Disclosure Statement dated June 21, 2024, or the Disclosure Statement as defined herein.

3. The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a receipt by the Purchaser in respect of the Disclosure Statement and the Consolidated Disclosure Statement.
4. The Disclosure Statement relates to a development property that is not yet completed. The Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.

Dated: \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Purchaser’s name:

\_\_\_\_\_  
Print Purchaser’s name:





# Exhibit K2



1. Application

Document Fees: \$78.17

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

F: 13006

2. Description of Land

PID/Plan Number	Legal Description
<b>032-005-130</b>	<b>LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Dominant Tenement: PID: 032-005-121; LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443</b>

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.1345408**

6. Transferee(s)

<b>1345408 B.C. LTD.</b> PO BOX 639 1309 – 7TH AVE. INVERMERE BC V0A1K0	1345408
--	---------

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  <hr/> <b>Katelynn O'Neill</b> <b>Barrister &amp; Solicitor</b> Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD   <b>2023-09-22</b> </div>	Transferor / Transferee / Party Signature(s)  <b>1345408 B.C. LTD.</b> By their Authorized Signatory  <hr/> <b>Christine Scott</b>
---	---	---

**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  <hr/> <b>Katelynn O'Neill</b> <b>Barrister &amp; Solicitor</b> Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD   <b>2023-09-22</b> </div>	Transferor / Transferee / Party Signature(s)  <b>1345408 B.C. LTD.</b> By their Authorized Signatory  <hr/> <b>Christine Scott</b>
---	---	---

**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.

<b>Katelynn Marie          O'Neill EQ3CQF</b>	<b>Digitally signed by          Katelynn Marie O'Neill          EQ3CQF          Date: 2023-09-29          16:25:26 -07:00</b>
---	---

**TERMS OF INSTRUMENT – PART 2**  
**EXPRESS TERMS**  
**ACCESS AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day for September 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,  
having its registered office at PO Box 639, 1309 – 7<sup>th</sup> Ave., Invermere, BC, V0A 1K0  
  
(the "**Servient Tenement Owner**")

AND:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,  
having its registered office at PO Box 639, 1309 – 7<sup>th</sup> Ave., Invermere, BC, V0A 1K0  
  
(the "**Dominant Tenement Owner**")

**WHEREAS:**

- A. The Servient Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-130

Legal: LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "**Servient Tenement**")

- B. The Dominant Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "**Dominant Tenement**")

- C. The Servient Tenement contains and will contain an access road and walkways (the "**Roads**").
- D. The Servient Tenement Owner has agreed with the Dominant Tenement Owner to grant the Dominant Tenement Owner a non-exclusive easement over the Servient Tenement (the "**Easement Area**").
- E. The parties have agreed to enter into this Agreement in respect of the access rights hereby granted over the Servient Tenement in favour of the Dominant Tenement.

**NOW THEREFORE** in consideration of the amount of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantors (the receipt and sufficiency of which is hereby acknowledged by each party) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), and in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

### **Grant of Easement**

1. The Servient Tenement Owner, as grantor and owner of the Servient Tenement, hereby grants to the Dominant Tenement Owner as grantee and owner of the Dominant Tenement, and their successors, assigns, servants, agents, invitees, permittees, customers, and contractors in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times hereafter, (in common with the Servient Tenement Owner and all other persons permitted by the Servient Tenement Owner from time to time), to enter upon, go across, pass over and repass over, within, upon and along the Servient Tenement, by foot, bicycle, and vehicle (including construction vehicles), for the purpose of accessing the Dominant Tenement through the Servient Tenement provided however that the rights of passage shall be respectively restricted to the Roads on the Servient Tenement.

### **Covenants of the Dominant Tenement Owner**

2. The Dominant Tenement Owner covenants and agrees with the Servient Tenement Owner that:
  - a. the Dominant Tenement Owner will at all times indemnify and keep indemnified the Servient Tenement Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Servient Tenement Owner by reason of anything done or omitted to be done by the Dominant Tenement Owner and those for it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Dominant Tenement Owner in respect of the Easement Area except to the extent such damage, personal injury or death shall result from any negligence or willful misconduct on the part of the Servient Tenement Owner or those for whom the Servient Tenement Owner is in law responsible;
  - b. the Dominant Tenement Owner will not use the Easement Area in any manner which will hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by the Servient Tenement Owner; and
  - c. the Dominant Tenement Owner will cause no unnecessary damage or disturbance to the Dominant Tenement Owner, the Easement Area, or any improvements thereon.

### **Maintenance and Repair**

3. The Servient Tenement Owner shall be solely responsible to insure, operate, maintain, repair, and snowplow the Roads. All maintenance and repairs shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible.
4. The Dominant Tenement Owner may, at its own expense, conduct any reasonable and necessary repairs and maintenance of the Roads, including but not limited to, snowplowing. Any maintenance and repairs conducted by the Dominant Tenement Owner shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible and with as little interference to the Dominant Tenement Owner as possible.

## **Dispute Resolution**

5. In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, then the parties agree to submit the matter to a single arbitrator acting pursuant to the *Arbitration Act* of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. The place of arbitration shall be Invermere, British Columbia. The arbitrator shall be chosen by agreement between the parties, and failing agreement, the arbitrator shall be chosen by the Registrar of the Supreme Court at Cranbrook, British Columbia, or failing that, a judge of the Court, on the submission of the parties. The arbitrator shall make their determination within 30 days of the matter being heard, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in their discretion. All matters of procedure shall be determined by the arbitrator.

## **Miscellaneous**

6. The rights, liberties, and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Agreement, including all the covenants and conditions herein contained, and if the Easement Area is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area form a part and will be forthwith released and discharged from each other subdivided parcel.
7. The covenants of the Servient Tenement Owner contained herein will be personal and binding upon the Servient Tenement Owner (jointly and severally if the Servient Tenement Owner consists of more than one person) only in respect of events occurring during the Servient Tenement Owner's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Servient Tenement Owner in the Easement Area the Servient Tenement Owner will be freed and discharged from the observance and performance from that time onwards of the covenants on their part in respect of the Easement Area and on their part to be observed and performed.
8. Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or neutral, as the case may be, had been used where the context or the parties hereto so require.
9. Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.
10. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
11. This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

12. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
13. The parties shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
14. Nothing in this Agreement will be interpreted so as to restrict or prevent the Servient Tenement Owner from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Dominant Tenement Owner of the easement hereby granted.
15. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
  - a. on the date of service, if that party has been served personally; or
  - b. on the date received or on the 7<sup>th</sup> day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of the Servient Tenement is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

16. If any sections or any parts of this Agreement are found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as through the illegal or unenforceable parts or sections had never been included in this Agreement.

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.

# DECLARATION(S) ATTACHED



## Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE  
OCT 06 2023 15:53:33.003  
**CB936755**

1. Contact

Document Fees: \$31.27

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

F: 13006

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-P Phased Strata Plan Declaration**

3. Description of Land

PID/Plan Number

Legal Description

**032-005-121**

**LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Katelynn Marie  
O'Neill EQ3CQF**

Digitally signed by  
Katelynn Marie O'Neill  
EQ3CQF  
Date: 2023-09-29  
17:00:10 -07:00

**Strata Property Act**

**FORM P**

**PHASED STRATA PLAN DECLARATION**

*(Sections 221, 222)*

I, 1345408 B.C. LTD., Inc. No. 1345408 declare

- 1 That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:

*PID: 032-005-121      LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT  
PLAN EPP120443*

- 2 That the plan of development is as follows:

- (a) *The development will consist of 8 phases – phases will be developed in the following order; Phase 1, Phase 2, Phase 4, Phase 3, Phase 5, Phase 6, Phase 7, and Phase 8.*
- (b) *Attached hereto as Schedule "A" is a sketch plan showing*
  - (i) *all the land to be included in the phased strata plan,*
  - (ii) *the present parcel boundaries,*
  - (iii) *the approximate boundaries of each phase, and*
  - (iv) *the approximate location of the common facilities;*
- (c) *a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase;*

<i>PHASE</i>	<i>COMMENCEMENT*</i>	<i>COMPLETION</i>
<i>1</i>	<i>September 1<sup>st</sup> 2023</i>	<i>December 31<sup>st</sup> 2023</i>
<i>2</i>	<i>September 1<sup>st</sup> 2023</i>	<i>August 31<sup>st</sup> 2024</i>
<i>3</i>	<i>May 31<sup>st</sup> 2024</i>	<i>May 31<sup>st</sup> 2025</i>
<i>4</i>	<i>November 30<sup>th</sup> 2023</i>	<i>December 31<sup>st</sup> 2024</i>
<i>5</i>	<i>November 30<sup>th</sup> 2024</i>	<i>November 30<sup>th</sup> 2025</i>
<i>6</i>	<i>November 30<sup>th</sup> 2024</i>	<i>November 30<sup>th</sup> 2025</i>
<i>7</i>	<i>May 31<sup>st</sup> 2025</i>	<i>May 31<sup>st</sup> 2026</i>
<i>8</i>	<i>May 31<sup>st</sup> 2025</i>	<i>May 31<sup>st</sup> 2026</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>
1	340
2	480
3	368
4	480
5	480
6	480
7	342
8	480
<b>Total Unit Entitlement:</b>	<b>3450</b>

(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	Elected to Proceed
Phase 2	Elected to Proceed
Phase 3	May 1 <sup>st</sup> 2024
Phase 4	Elected to Proceed
Phase 5	November 1 <sup>st</sup> 2024
Phase 6	November 1 <sup>st</sup> 2024
Phase 7	May 1 <sup>st</sup> 2025
Phase 8	May 1 <sup>st</sup> 2025



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

*C. Scott*  
Signature of Applicant

Print Name: Christine Scott

Date of approval: September 20 2023

Signature of Approving Officer: *Rory Romadnik*  
DISTRICT OF INVERMERE: RORY ROMADNIK *R.R.*

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.





Related Document Number: **CB936755**  
 Fee Collected for Document: **\$0.00**

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

1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> <li>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</li> <li>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</li> <li>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</li> </ul>	<p><b>Katelynn Marie O'Neill EQ3CQF</b></p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-23 10:37:21 -07:00</p>
--	---

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

**SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433**

BCGS: 82K.050



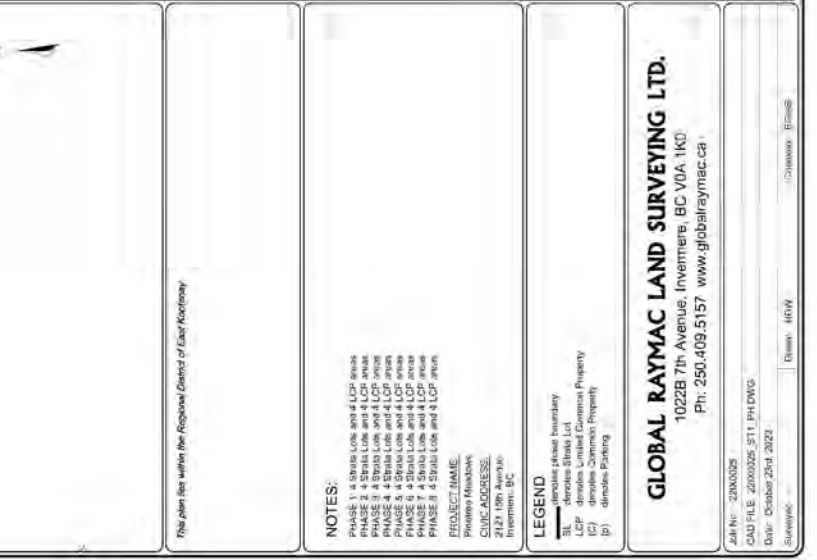
NOTE: Area, Lot Line, dimensions and form of strata, as shown in Global Formulas Surveying Inc. July 19th, 2022, Site Plan (drawing 2022-07-05 - SW/WHY)

PROJECT NAME:  
PineTree Meadows  
CLIENT ADDRESS:  
2121 15th Avenue  
Invermere, BC

LEGEND  
SL - strata boundary  
SL - strata Strata Lot  
LCP - strata Limited Common Property  
(C) - strata Common Property  
(P) - strata Parking

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

Job No: 22063025  
CAD FILE: 22063025-ST1-PH.DWG  
Date: October 20th 2023  
Surveyor: [Signature]





Related Document Number: **CB936755**  
 Fee Collected for Document: **\$15.52**

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

1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> <li>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</li> <li>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</li> <li>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</li> </ul>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p><b>Katelynn Marie O'Neill EQ3CQF</b></p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-24 09:42:11 -07:00</p> </div>
--	--

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

**SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433**

BCGS: 82K.050



This graphic scale bar is intended for use with a plot size of 560 mm in width by 432 mm in height (1:500) when plotted at a scale of 1:500.

NOTE: All lot lines, dimensions and form of strata, as shown in this plan, are based on the Global Raymac Survey Plan of July 19th, 2022. See Plan History 2022 07 05 - S.W.H.W.



This plan lies within the Response District of East Kootenay

**NOTES:**

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

PROJECT NAME:  
PineTree Meadows  
CLIENT ADDRESS:  
2121 15th Avenue  
Invermere, BC

**LEGEND**

- Strata Lot boundary
- Strata Strata Lot
- LCP - Strata Limited Common Property
- (C) - Strata Common Property
- (P) - Strata Parking

**GLOBAL RAYMAC LAND SURVEYING LTD.**

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

Job No: 22062025  
CAD FILE: 22062025-ST1-PH.DWG  
Date: October 20th 2023  
Surveyor: [Signature]

**PINETREE ROAD**

**15th AVENUE**



LOT B  
PLAN EPP120443



1. Application

Document Fees: \$78.17

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

F:13006

2. Description of Land

PID/Plan Number	Legal Description
<b>032-005-121</b>	<b>LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Servient Tenement: Proposed Common Property EPS8541            Dominant Tenement: Proposed Remainder Lot A District Lot 1092 Kootenay District Plan EPP120443 except part included in Plan EPS8541</b>

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.1345408**

6. Transferee(s)

<b>1345408 B.C. LTD</b> PO BOX 639 1309 – 7TH AVE. INVERMERE BC V0A 1K0	1345408
--	---------

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)

\_\_\_\_\_  
**Katelynn O'Neill**  
**Barrister & Solicitor**  
 PO Box 639  
 1309 – 7th Ave.  
 Invermere BC V0A 1K0

YYYY-MM-DD  
  
**2023-10-23**

**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.

**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.

**Katelynn Marie  
 O'Neill EQ3CQF**

**Digitally signed by  
 Katelynn Marie O'Neill  
 EQ3CQF  
 Date: 2023-10-23  
 10:12:25 -07:00**



**TERMS OF INSTRUMENT – PART 2**  
**EXPRESS TERMS**  
**ACCESS AGREEMENT**

THIS AGREEMENT is made the 23<sup>rd</sup> day for October 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia, having its registered office at PO Box 639, 1309 – 7<sup>th</sup> Ave., Invermere, BC, V0A 1K0  
(the “**Dominant Tenement Owner**”)

AND:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia, having its registered office at PO Box 639, 1309 – 7<sup>th</sup> Ave., Invermere, BC, V0A 1K0  
(the “**Servient Tenement Owner**”)

**WHEREAS:**

- A. 1345408 B.C. Ltd. is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the “**Parent Parcel**”)

- B. 1345408 B.C. Ltd. has applied for the subdivision of the Parent Parcel under EPS8541.

- C. The subdivision of the Parent Parcel under EPS8541 includes the creation of the following proposed lots:

Common Property EPS8541 (the “**Common Property**” herein called the “**Servient Tenement**”); and

Remainder Lot A District Lot 1092 Kootenay District Plan EPP120443 except part included in Plan EPS8541 (the “**Remainder Lot**”, herein called the “**Dominant Tenement**”).

- D. The Servient Tenement contains and will contain an access road and walkways (the “**Roads**”).
- E. The Servient Tenement Owner has agreed with the Dominant Tenement Owner to grant the Dominant Tenement Owner a non-exclusive easement over the Servient Tenement (the “**Easement Area**”).
- F. The parties have agreed to enter into this Agreement in respect of the access rights hereby granted over the Servient Tenement in favour of the Dominant Tenement.

**NOW THEREFORE** in consideration of the amount of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantors (the receipt and sufficiency of which is hereby acknowledged by each party) and other

good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), and in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

### **Grant of Easement**

1. The Servient Tenement Owner, as grantor and owner of the Servient Tenement, hereby grants to the Dominant Tenement Owner as grantee and owner of the Dominant Tenement, and their successors, assigns, servants, agents, invitees, permittees, customers, and contractors in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times hereafter, (in common with the Servient Tenement Owner and all other persons permitted by the Servient Tenement Owner from time to time), to enter upon, go across, pass over and repass over, within, upon and along the Servient Tenement, by foot and vehicle (including construction vehicles), for the purpose of the Dominant Tenement accessing any part of the Dominant Tenement through the Servient Tenement provided however that the rights of passage shall be respectively restricted to the Roads on the Servient Tenement.
2. For greater certainty, the rights granted herein only apply to the rights to access the Dominant Tenement as set out in this Agreement and do not confer any additional rights of access onto the Remainder Lot itself.

### **Covenants of the Dominant Tenement Owner**

3. The Dominant Tenement Owner covenants and agrees with the Servient Tenement Owner that:
  - a. the Dominant Tenement Owner will at all times indemnify and keep indemnified the Servient Tenement Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Servient Tenement Owner by reason of anything done or omitted to be done by the Dominant Tenement Owner and those for it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Dominant Tenement Owner in respect of the Easement Area except to the extent such damage, personal injury or death shall result from any negligence or willful misconduct on the part of the Servient Tenement Owner or those for whom the Servient Tenement Owner is in law responsible;
  - b. the Dominant Tenement Owner will not use the Easement Area in any manner which will hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by the Servient Tenement Owner; and
  - c. the Dominant Tenement Owner will cause no unnecessary damage or disturbance to the Dominant Tenement Owner, the Easement Area, or any improvements thereon.

### **Maintenance and Repair**

4. The Servient Tenement Owner shall be solely responsible to insure, operate, maintain, repair, and snowplow the Roads. All maintenance and repairs shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible.

5. The Dominant Tenement Owner may, at its own expense, conduct any reasonable and necessary repairs and maintenance of the Roads, including but not limited to, snowplowing. Any maintenance and repairs conducted by the Dominant Tenement Owner shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible and with as little interference to the Servient Tenement Owner as possible.

### **Dispute Resolution**

6. In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, then the parties agree to submit the matter to a single arbitrator acting pursuant to the *Arbitration Act* of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. The place of arbitration shall be Invermere, British Columbia. The arbitrator shall be chosen by agreement between the parties, and failing agreement, the arbitrator shall be chosen by the Registrar of the Supreme Court at Cranbrook, British Columbia, or failing that, a judge of the Court, on the submission of the parties. The arbitrator shall make their determination within 30 days of the matter being heard, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in their discretion. All matters of procedure shall be determined by the arbitrator.

### **Miscellaneous**

7. The rights, liberties, and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Agreement, including all the covenants and conditions herein contained, and if the Easement Area is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area form a part and will be forthwith released and discharged from each other subdivided parcel.
8. The covenants of the Servient Tenement Owner contained herein will be personal and binding upon the Servient Tenement Owner (jointly and severally if the Servient Tenement Owner consists of more than one person) only in respect of events occurring during the Servient Tenement Owner's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Servient Tenement Owner in the Easement Area the Servient Tenement Owner will be freed and discharged from the observance and performance from that time onwards of the covenants on their part in respect of the Easement Area and on their part to be observed and performed.
9. Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or neutral, as the case may be, had been used where the context or the parties hereto so require.
10. Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.

11. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
12. This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
13. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
14. The parties shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
15. Nothing in this Agreement will be interpreted so as to restrict or prevent the Servient Tenement Owner from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Dominant Tenement Owner of the easement hereby granted.
16. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
  - a. on the date of service, if that party has been served personally; or
  - b. on the date received or on the 7<sup>th</sup> day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of the Servient Tenement is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

17. If any sections or any parts of this Agreement are found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as through the illegal or unenforceable parts or sections had never been included in this Agreement.

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.

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA1641649

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Jul-05-2010 09:50:31.001

PAGE 1 OF 3 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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

<b>Randall Keith</b> <b>McRoberts</b> <b>HLGZC3</b>	Digitally signed by Randall Keith
	McRoberts HLGZC3
	DN: c=CA, ou=Randall Keith
	McRoberts HLGZC3, o=Lawyer,
	ou=Verify ID at www.juricert.com/ LKUP:d1m?id=HLGZC3 Date: 2010.06.30 08:49:59 -08'00'

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

**Randall K. McRoberts Law Corporation**

**Randy McRoberts, Barrister and Solicitor**

**613-12th Street, P.O. Box 1049**

**Invermere**

**BC VOA 1K0**

**Telephone: (250) 342-6975**

**LTO # 10809**

**File #11368**

Document Fees: \$71.90

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**013-506-722 LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Restrictive Covenant**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**LEO PATRICK KIENITZ AND DIANNE YVONNE KIENITZ**

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

**DISTRICT OF INVERMERE**

**P.O. BOX 339**

**INVERMERE**

**BRITISH COLUMBIA**

**VOA 1K0**

**CANADA**

7. ADDITIONAL OR MODIFIED TERMS:

**N/A**

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

**RANDALL K. MCROBERTS**  
Barrister & Solicitor  
P.O. Box 1049  
613-12th Street  
Invermere, B.C.  
VOA 1K0  
250-342-6975

Y	M	D
10	06	22

**LEO PATRICK KIENITZ**

**DIANNE YVONNE KIENITZ**

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT—PART 2

**SECTION 219 COVENANT**

BETWEEN:

**LEO PATRICK KIENITZ and DIANNE YVONNE KIENITZ**

(the “Grantor”)

OF THE FIRST PART

AND:

**DISTRICT OF INVERMERE**

(the “Grantee”)

OF THE SECOND PART

WHEREAS:

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

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

(hereinafter referred to as the “Lands”);

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

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

1. The Grantor hereby covenants and agrees with the Grantee as a covenant in favor of the Grantee pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Grantor that the provisions hereof shall be annexed to and shall run with and be a charge upon the Lands, that from and after the date hereof no building shall be constructed or built upon the Lands with a height exceeding 7.5 metres as determined by the Grantees Zoning Bylaw No. 1145, dated as of November 2002.
2. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
3. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
4. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable parts or sections had never been included in this Agreement.
5. This agreement shall be interpreted according to the laws of the Province of British Columbia.
6. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

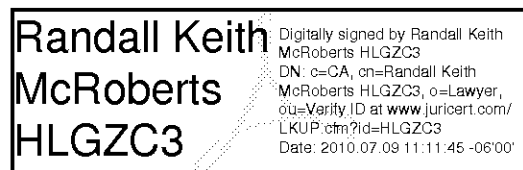
END OF DOCUMENT

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA1641649

PAGE 1 OF 1 PAGES

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



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

On document CA1641649

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

Please amend the the document by;

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

I make this declaration, based on personal information.

\_\_\_\_\_  
Randall K. McRoberts

**NOTE:**

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

Fee Collected for Document: \$32.70





Land Title Act  
**Charge**  
 General Instrument - Part 1

**KAMLOOPS LAND TITLE OFFICE**  
 AUG 16 2022 10:55:15.001  
**CB155429-CB155430**

1. Application

Document Fees: \$152.64

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

5 July 2022  
 File: 153-1602.0(X242)  
 WT: 1221 023  
 TRIBUE (3m)

2. Description of Land

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

3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		<b>Transferee (BC Hydro)</b>
<b>STATUTORY RIGHT OF WAY</b>		<b>Transferee (TELUS)</b>

4. Terms

Part 2 of this instrument consists of:  
**(a) Filed Standard Charge Terms** D F Number: **ST210004**  
 Includes any additional or modified terms.

5. Transferor(s)

**1345408 B.C. LTD., NO.BC1345408**

6. Transferee(s)

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**  
 333 DUNSMUIR STREET  
 VANCOUVER BC V6B 5R3

**TELUS COMMUNICATIONS INC.** BC1101218  
 #1-15079-64TH AVENUE  
 SURREY BC V3S 1X9

7. Additional or Modified Terms

**SEE SCHEDULE**



Land Title Act  
**Charge**  
General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**1345408 B.C. LTD.**  
by its Authorized Signatory(ies)

**2022-07-09**

\_\_\_\_\_  
**PRINT NAME: Christine Scott**

\_\_\_\_\_  
**Brittany Morrow**  
**Lawyer**

Columbia Valley Law Corporation  
Box 639 - 1309 7th Avenue  
Invermere BC V0A 1K0

Telephone: (250) 342-6904  
E-Mail: brittany@columbialegal.ca  
as to Christine Scott's signature

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in 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.

**Alan Ives Chim**  
**GBW49K**

Digitally signed by  
Alan Ives Chim GBW49K  
Date: 2022-08-16  
10:14:13 -07:00

**SCHEDULE**

PAGE 1 OF 1

## 7. ADDITIONAL OR MODIFIED TERMS:

7.1 The Standard Charge Terms ST210004 are amended by deleting the definition of “Area of the Works” in section 1.1 in its entirety and inserting the following therefor:

“1.1 **“Area of the Works”** means that portion of the Land located within 3 metres of either side of the centre of the alignment of the Works;”

7.2 The Standard Charge Terms ST210004 are amended by deleting the definition of “Works” in section 1.1 in its entirety and inserting the following therefor:

“1.1 **“Works”** means:

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

**END OF DOCUMENT**



1. Application

Document Fees: \$78.17

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

F: 13006

2. Description of Land

PID/Plan Number	Legal Description
<b>032-005-121</b>	<b>LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Dominant Tenement: PID: 032-005-130; LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443</b>

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.1345408**

6. Transferee(s)

<b>1345408 B.C. LTD.</b> PO BOX 639 1309 – 7TH AVE. INVERMERE BC V0A1K0	1345408
--	---------

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  <hr/> <b>Katelynn O'Neill</b> <b>Barrister &amp; Solicitor</b> Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD   <b>2023-09-22</b> </div>	Transferor / Transferee / Party Signature(s)  <b>1345408 B.C. LTD.</b> By their Authorized Signatory  <hr/> <b>Christine Scott</b>
---	---	---

**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  <hr/> <b>Katelynn O'Neill</b> <b>Barrister &amp; Solicitor</b> Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD   <b>2023-09-22</b> </div>	Transferor / Transferee / Party Signature(s)  <b>1345408 B.C. LTD.</b> By their Authorized Signatory  <hr/> <b>Christine Scott</b>
---	---	---

**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.

<b>Katelynn Marie O'Neill EQ3CQF</b>	Digitally signed by <b>Katelynn Marie O'Neill</b> <b>EQ3CQF</b> <b>Date: 2023-09-29</b> <b>16:27:36 -07:00</b>
--------------------------------------	--

**TERMS OF INSTRUMENT – PART 2**  
**EXPRESS TERMS**  
**ACCESS AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day for September 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,  
having its registered office at PO Box 639, 1309 – 7<sup>th</sup> Ave., Invermere, BC, V0A 1K0  
  
(the "**Servient Tenement Owner**")

AND:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,  
having its registered office at PO Box 639, 1309 – 7<sup>th</sup> Ave., Invermere, BC, V0A 1K0  
  
(the "**Dominant Tenement Owner**")

**WHEREAS:**

- A. The Servient Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-121  
Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443  
  
(the "**Servient Tenement**")

- B. The Dominant Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-130  
Legal: LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443  
  
(the "**Dominant Tenement**")

- C. The Servient Tenement contains and will contain an access road and walkways (the "**Roads**").
- D. The Servient Tenement Owner has agreed with the Dominant Tenement Owner to grant the Dominant Tenement Owner a non-exclusive easement over the Servient Tenement (the "**Easement Area**").
- E. The parties have agreed to enter into this Agreement in respect of the access rights hereby granted over the Servient Tenement in favour of the Dominant Tenement.

**NOW THEREFORE** in consideration of the amount of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantors (the receipt and sufficiency of which is hereby acknowledged by each party) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), and in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

### **Grant of Easement**

1. The Servient Tenement Owner, as grantor and owner of the Servient Tenement, hereby grants to the Dominant Tenement Owner as grantee and owner of the Dominant Tenement, and their successors, assigns, servants, agents, invitees, permittees, customers, and contractors in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times hereafter, (in common with the Servient Tenement Owner and all other persons permitted by the Servient Tenement Owner from time to time), to enter upon, go across, pass over and repass over, within, upon and along the Servient Tenement, by foot, bicycle, and vehicle (including construction vehicles), for the purpose of accessing the Dominant Tenement through the Servient Tenement provided however that the rights of passage shall be respectively restricted to the Roads on the Servient Tenement.

### **Covenants of the Dominant Tenement Owner**

2. The Dominant Tenement Owner covenants and agrees with the Servient Tenement Owner that:
  - a. the Dominant Tenement Owner will at all times indemnify and keep indemnified the Servient Tenement Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Servient Tenement Owner by reason of anything done or omitted to be done by the Dominant Tenement Owner and those for it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Dominant Tenement Owner in respect of the Easement Area except to the extent such damage, personal injury or death shall result from any negligence or willful misconduct on the part of the Servient Tenement Owner or those for whom the Servient Tenement Owner is in law responsible;
  - b. the Dominant Tenement Owner will not use the Easement Area in any manner which will hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by the Servient Tenement Owner; and
  - c. the Dominant Tenement Owner will cause no unnecessary damage or disturbance to the Dominant Tenement Owner, the Easement Area, or any improvements thereon.

### **Maintenance and Repair**

3. The Servient Tenement Owner shall be solely responsible to insure, operate, maintain, repair, and snowplow the Roads. All maintenance and repairs shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible.
4. The Dominant Tenement Owner may, at its own expense, conduct any reasonable and necessary repairs and maintenance of the Roads, including but not limited to, snowplowing. Any maintenance and repairs conducted by the Dominant Tenement Owner shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible and with as little interference to the Dominant Tenement Owner as possible.

## **Dispute Resolution**

5. In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, then the parties agree to submit the matter to a single arbitrator acting pursuant to the *Arbitration Act* of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. The place of arbitration shall be Invermere, British Columbia. The arbitrator shall be chosen by agreement between the parties, and failing agreement, the arbitrator shall be chosen by the Registrar of the Supreme Court at Cranbrook, British Columbia, or failing that, a judge of the Court, on the submission of the parties. The arbitrator shall make their determination within 30 days of the matter being heard, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in their discretion. All matters of procedure shall be determined by the arbitrator.

## **Miscellaneous**

6. The rights, liberties, and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Agreement, including all the covenants and conditions herein contained, and if the Easement Area is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area form a part and will be forthwith released and discharged from each other subdivided parcel.
7. The covenants of the Servient Tenement Owner contained herein will be personal and binding upon the Servient Tenement Owner (jointly and severally if the Servient Tenement Owner consists of more than one person) only in respect of events occurring during the Servient Tenement Owner's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Servient Tenement Owner in the Easement Area the Servient Tenement Owner will be freed and discharged from the observance and performance from that time onwards of the covenants on their part in respect of the Easement Area and on their part to be observed and performed.
8. Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or neutral, as the case may be, had been used where the context or the parties hereto so require.
9. Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.
10. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
11. This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.



12. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
13. The parties shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
14. Nothing in this Agreement will be interpreted so as to restrict or prevent the Servient Tenement Owner from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Dominant Tenement Owner of the easement hereby granted.
15. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
  - a. on the date of service, if that party has been served personally; or
  - b. on the date received or on the 7<sup>th</sup> day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of the Servient Tenement is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

16. If any sections or any parts of this Agreement are found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as through the illegal or unenforceable parts or sections had never been included in this Agreement.

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.



1. Application

Document Fees: \$78.17

**Columbia Valley Law Corporation  
 Barristers & Solicitors  
 1309 - 7th Ave., PO Box 639  
 Invermere BC V0A1K0  
 250-342-6904**

F: 13006

2. Description of Land

PID/Plan Number	Legal Description
<b>032-005-121</b>	<b>LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		

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.1345408**

6. Transferee(s)

**DISTRICT OF INVERMERE  
 MUNICIPAL HALL  
 BOX 339, 914 -8TH AVENUE  
 INVERMERE BC V0A1K0**

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  <hr/> <b>Katelynn O'Neill</b> <b>Barrister &amp; Solicitor</b> Columbia Valley Law Corporation PO Box 639, 1309 - 7th Ave. Invermere BC V0A1K0	Execution Date  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD   <b>2023-09-28</b> </div>	Transferor / Transferee / Party Signature(s)  <b>1345408 B.C. LTD.</b> By their Authorized Signatory  <hr/> <b>Christine Scott</b>
--	---	---

**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  <hr/> <b>Katelynn O'Neill</b> <b>Barrister &amp; Solicitor</b> Columbia Valley Law Corporation PO Box 639, 1309 - 7th Ave. Invermere BC V0A1K0	Execution Date  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD   <b>2023-09-28</b> </div>	Transferor / Transferee / Party Signature(s)  <b>District of Invermere</b> By their Authorized Signatory  <hr/> <b>Rory Hromadnik</b>
--	---	--

**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.

<b>Katelynn Marie O'Neill EQ3CQF</b>	Digitally signed by <b>Katelynn Marie O'Neill</b> <b>EQ3CQF</b> <b>Date: 2023-09-29</b> <b>16:33:32 -07:00</b>
--------------------------------------	--

**TERMS OF INSTRUMENT—PART 2**  
**SECTION 219 COVENANT**

THIS AGREEMENT dated for reference September \_\_\_\_ 2023,

BETWEEN:

1345408 B.C. LTD.  
PO Box 639  
Invermere, B.C., V0A 1K0

(the “**Owner**”)

AND:

DISTRICT OF INVERMERE  
Municipal Hall  
Box 339, 914 – 8<sup>th</sup> Avenue  
Invermere, B.C., V0A 1K0

(the “**Municipality**”)

**WHEREAS:**

- A. The Owner is the registered owner in fee simple of the lands in Invermere, British Columbia, legally described as LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443; PID: 032-005-121 (the “**Lot A**”);
- B. The Municipality is a municipality incorporated pursuant to the laws of the Province of British Columbia;
- C. The Owner has applied to the Municipality to subdivide Lot A;
- D. 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
- E. The Owner wishes to grant, and the Municipality accepts, the section 219 covenant contained in this Agreement over Lot A.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the

Owner, and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the Owner covenants and agrees with the Municipality, it being the intention and agreement of the Owner that the provisions hereof be annexed to and run with and be a charge upon the Lands as follows:

1. The Owner shall take commercially reasonable steps to:
  - a. build and maintain a storm water drainage system on Lot A to ensure that no excessive storm water will run off Lot A and promptly reconstruct and repair any damage thereto, when necessary; and
  - b. carry out all inspections, maintenance, repairs, renewals, and replacements of the storm water drainage system located on Lot A in a good and workman like manner.
2. The Owner will reimburse the Municipality for any reasonable expense incurred by the Municipality as a result of the Owner's breach of 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 Lot A 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 must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
5. 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.

6. 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 Lot A and this Agreement burdens Lot A and runs with it and binds the successors in title Lot A. This Agreement burdens and charges all of Lot A and any parcel into which it is subdivided by any means and any parcel into which the Lot A is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot A.
7. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.
8. 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.
9. 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.
10. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
11. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred herein are enactments of the Province of British Columbia.
12. This Agreement is the entire agreement between the parties regarding its subject.
13. This Agreement binds the parties to it and their respective successors, heirs, assigns, executors, and administrators.

14. The parties must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
15. No rule of construction shall apply to the disadvantage of the Owner on the basis that the Owner has prepared this Agreement.
16. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
  - a. on the date of service, if that party has been served personally; or
  - b. on the date received or on the 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of Lot A is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

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.



Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE  
JUN 20 2024 09:54:23.001  
**CB1389317**

1. Contact

Document Fees: \$32.51

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

F: 13395

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-PA Amended Phased Strata Plan Declaration**

**CB936755**

3. Description of Land

PID/Plan Number

Legal Description

**032-005-121**

**LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1-2 STRATA PLAN  
EPS8541**

**EPS8541**

**STRATA LOTS 1 TO 8 DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Katelynn Marie  
O'Neill EQ3CQF**

Digitally signed by  
**Katelynn Marie O'Neill**  
EQ3CQF  
Date: 2024-06-20  
09:47:52 -07:00



*Strata Property Act*  
**AMENDED FORM P**  
**PHASED STRATA PLAN DECLARATION**  
*(Sections 221, 222)*

I, 1345408 B.C. LTD., Inc. No. 1345408 declare

- 1 That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:

*PID: 032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN  
 EPP120443 EXCEPT PHASE 1-2 STRATA PLAN  
 EPS8541*

- 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 1<sup>st</sup> 2023</i>	<i>December 31<sup>st</sup> 2023</i>
<i>2</i>	<i>September 1<sup>st</sup> 2023</i>	<i>August 31<sup>st</sup> 2024</i>
<i>3</i>	<i>May 31<sup>st</sup> 2024</i>	<i>September 30<sup>th</sup> 2024</i>
<i>4</i>	<i>November 30<sup>th</sup> 2023</i>	<i>September 30<sup>th</sup> 2024</i>
<i>5</i>	<i>June 30<sup>th</sup> 2024</i>	<i>January 31<sup>st</sup> 2025</i>
<i>6</i>	<i>July 31<sup>st</sup> 2024</i>	<i>March 31<sup>st</sup> 2025</i>
<i>7</i>	<i>August 31<sup>st</sup> 2024</i>	<i>July 31<sup>st</sup> 2025</i>
<i>8</i>	<i>August 31<sup>st</sup> 2024</i>	<i>September 30<sup>th</sup> 2025</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>480</i>
<i>3</i>	<i>368</i>
<i>4</i>	<i>480</i>
<i>5</i>	<i>340</i>
<i>6</i>	<i>480</i>
<i>7</i>	<i>480</i>
<i>8</i>	<i>340</i>
<b>Total Unit Entitlement:</b>	<b>3308</b>

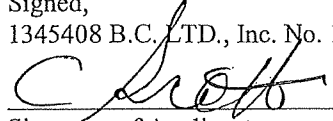
(e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase.

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:

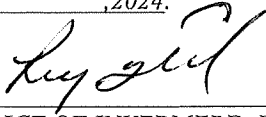
Phase Number	Date
Phase 1	Elected to Proceed
Phase 2	Elected to Proceed
Phase 3	Elected to Proceed
Phase 4	Elected to Proceed
Phase 5	Elected to Proceed
Phase 6	Elected to Proceed
Phase 7	Elected to Proceed
Phase 8	Elected to Proceed

Signed,  
1345408 B.C. LTD., Inc. No. 1345408

  
\_\_\_\_\_  
Signature of Applicant

Print Name: Christine Scott

Date of approval: June 19, 2024.\*

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.

**SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT 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 drawings supplied to Global Raymac Surveys on July 6th, 2022. Site Plan drawing: 2022 07 05 - Site.dwg



This plan lies within the Regional District of East Kootenay

NOTES:  
PHASE 1: 4 Strata Lots and 4 LCP areas  
PHASE 2: 4 Strata Lots and 4 LCP areas  
PHASE 3: 4 Strata Lots and 4 LCP areas  
PHASE 4: 4 Strata Lots and 4 LCP areas  
PHASE 5: 4 Strata Lots and 4 LCP areas  
PHASE 6: 4 Strata Lots and 4 LCP areas  
PHASE 7: 4 Strata Lots and 4 LCP areas  
PHASE 8: 4 Strata Lots and 4 LCP areas

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

LEGEND  
--- denotes phase boundary  
SL denotes Strata Lot  
LCP denotes Limited Common Property  
(C) denotes Common Property  
(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

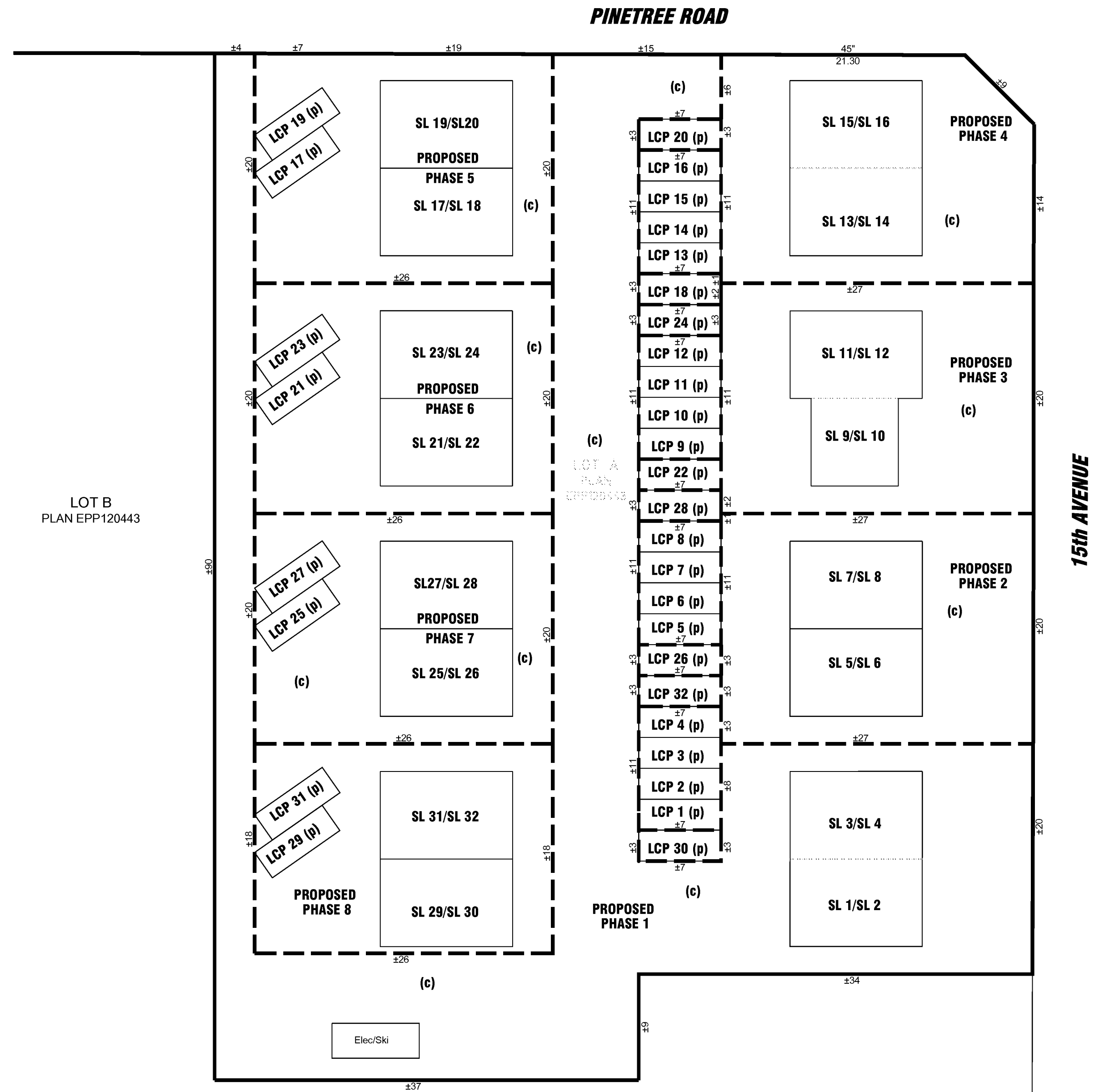
CAD FILE: 22IX0025\_ST1\_PH.DWG

Date: May 28th, 2024

Surveyed : -

Drawn: NDW

Checked: EG/AB



**PINETREE ROAD**

**15th AVENUE**

LOT B  
PLAN EPP120443

LOT B  
PLAN EPP120443

APPLICATION TO DEPOSIT PLAN  
AT LAND TITLE OFFICE  
PROVINCE OF BRITISH COLUMBIA

Jun-20-2024 11:13:10.001

CB1390142 CB1390145

PAGE 1 OF 3 PAGES

[HELP GUIDE](#)[LOCK](#)

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to

electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires an execution copy, that you are a designate authorized to certify this application under

section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.42(4) of the

act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

[Import Profile](#)

Columbia Valley Law Corporation

Barristers &amp; Solicitors

1309 - 7th Ave., PO Box 639

Invermere

BC V0A 1K0

File: 13395

Phone: 250-342-6904

Document Fees: \$427.17

Deduct LTSA Fees? Yes 

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL

DESCRIPTION]

**032-005-121****LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT**[No PID NMBR](#)**PHASE 1-2 STRATA PLAN EPS8541**[Use 30 Parcel Schedule](#)[Use 3 Parcel Schedule](#)

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW  
LOTS CREATED

Strata (Phased)

EPS8541

171-866-5729

4. OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

[Use Schedule](#)**1345408 B.C. LTD.**

BOX 639

INVERMERE

V0A 1K0

BRITISH COLUMBIA

CANADA

Incorporation No

1345408

[Joint Tenants ?](#)

5. ADDITIONAL INFORMATION:

Is there a supporting document required for this plan application?

Click on the Help Guide button on the top of this form for more information.

[Add Owner/Charge Signatures](#)[Add Approver Signatures](#)[Add SG Signatures](#)[Use Schedule](#)

PLAN NUMBER:

CONTROL NUMBER:

Owner/Charge Owner - Corporate

Witness to All Signatures

1345408 B.C. LTD. Inc. No. 1345408 by its authorized signatory(ies)

\_\_\_\_\_  
Morgan Blakley  
Barrister & Solicitor  
Columbia Valley Law Corporation  
PO Box 639, 1309 - 7th Ave.  
Invermere, B.C. V0A 1K0

\_\_\_\_\_  
Christine Scott

1. Contact

Document Fees: \$32.51

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

F:13395

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-V Schedule of Unit Entitlement**

3. Description of Land

PID/Plan Number

Legal Description

**EPS8541**

**STRATA PLAN EPS8541**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Katelynn Marie  
O'Neill EQ3CQF**

**Digitally signed by  
Katelynn Marie O'Neill  
EQ3CQF  
Date: 2024-06-20  
10:17:06 -07:00**

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 EPS8541, being Phase 3 of a Phased Strata Plan of

PID: 032-005-121

---

**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: 01/31/2024



---

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 <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
9	4	55.7	56	1.6%
10	3	55.3	55	1.6%
11	4,5	171.6	172	5.0%
12	3,4	84.7	85	2.5%
Total number of lots: 4			Total unit entitlement: 368	

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

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

Date: June 18, 2024



\_\_\_\_\_  
Signature of Owner Developer

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

---

PLAN NUMBER:

CONTROL NUMBER:

---

Select the approval type from the following selections in the drop down. *Appropriate editable text will auto fill in the text box*

Form Q, SPA Reg. 14.5(1)

EPS8541 is approved as Phase 3 of a 8 phase strata plan under section 224 of the Strata Property Act.

June 19, 2024

---

Approving Officer  
Rory Hromadnik  
Approving Officer for the District of Invermere

Select the approval type from the following selections in the drop down. *Appropriate editable text will auto fill in the text box*

APPLICATION TO DEPOSIT PLAN  
AT LAND TITLE OFFICE  
PROVINCE OF BRITISH COLUMBIA

Jun-20-2024 11:13:10.004

CB1390147 CB1390150

PAGE 1 OF 3 PAGES

[HELP GUIDE](#)[LOCK](#)

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to

electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires an execution copy, that you are a designate authorized to certify this application under

section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.42(4) of the

act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

[Import Profile](#)

Columbia Valley Law Corporation

Barristers &amp; Solicitors

1309 - 7th Ave., PO Box 639

Invermere

BC V0A 1K0

File: 13395

Phone: 250-342-6904

Document Fees: \$427.17

Deduct LTSA Fees? Yes 

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL

DESCRIPTION]

**032-005-121****LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT**[No PID NMBR](#)**PHASE 1-3 STRATA PLAN EPS8541**[Use 30 Parcel Schedule](#)[Use 3 Parcel Schedule](#)

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW  
LOTS CREATED

Strata (Phased)

EPS8541

171-884-2701

4. OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

[Use Schedule](#)**1345408 B.C. LTD.**

BOX 639

INVERMERE

V0A 1K0

BRITISH COLUMBIA

CANADA

Incorporation No

1345408

[Joint Tenants ?](#)

5. ADDITIONAL INFORMATION:

Is there a supporting document required for this plan application?

Click on the Help Guide button on the top of this form for more information.

[Add Owner/Charge Signatures](#)[Add Approver Signatures](#)[Add SG Signatures](#)[Use Schedule](#)

---

PLAN NUMBER:

CONTROL NUMBER:

---

Owner/Charge Owner - Corporate

Witness to All Signatures

1345408 B.C. LTD. Inc. No. 1345408 by its authorized signatory(ies)

---

Katelynn O'Neill  
Barrister & Solicitor  
Columbia Valley Law Corporation  
PO Box 639, 1309 - 7th Ave.  
Invermere, B.C. V0A 1K0

---

Christine Scott

---

PLAN NUMBER:

CONTROL NUMBER:

---

Select the approval type from the following selections in the drop down. *Appropriate editable text will auto fill in the text box*

Form Q, SPA Reg. 14.5(1)

EPS8541 is approved as Phase 4 of a 8 phase strata plan under section 224 of the Strata Property Act.

June 20, 2024

---

Approving Officer  
Rory Hromadnik  
Approving Officer for the District of Invermere

Select the approval type from the following selections in the drop down. *Appropriate editable text will auto fill in the text box*

1. Contact

Document Fees: \$32.51

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

F:13395

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-V Schedule of Unit Entitlement**

3. Description of Land

PID/Plan Number

Legal Description

**EPS8541**

**STRATA PLAN EPS8541**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Katelynn Marie**  
**O'Neill EQ3CQF**

Digitally signed by  
**Katelynn Marie O'Neill**  
**EQ3CQF**  
**Date: 2024-06-20**  
**10:24:37 -07:00**

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 EPS8541, being Phase 4 of a Phased Strata Plan of

*PID: 032-005-121*

---

**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: *01/31/2024*



---

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 <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
13	4,5	138.6	139	4.0%
14	3	84.7	85	2.5%
15	4,5	171.2	171	5.0%
16	3	84.7	85	2.5%
Total number of lots: 4			Total unit entitlement: 480	

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

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

Date: June 18, 2024



\_\_\_\_\_  
Signature of Owner Developer

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



KAMLOOPS LAND TITLE OFFICE

Jun-20-2024 11:13:10.002

CBS1390142

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0795

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

**Import Profile**

Adam Brash

Global Raymac Land Surveying Ltd.

Box 459, 1022B 7th Avenue,

Invermere

BC V0A 1K0

abrash@grs.ca

1.403.710.9370

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **171-866-5729**

Plan Number: **EPS8541**

This original plan number assignment was done under Commission #: **795**

LTO Document Reference: **CB1390142**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2024 April 29 (YYYY/Month/DD)    The checklist was filed under ECR#:

The plan was completed and checked on: 2024 June 17 (YYYY/Month/DD)    **282919**

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2024 April 29 (YYYY/Month/DD)     None     Strata Form S

None     Strata Form U1     Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2024 June 17 (YYYY/Month/DD)

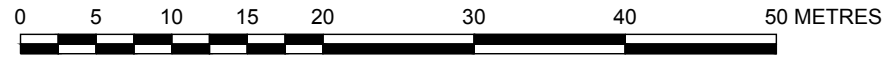
Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

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

EAST KOOTENAY ASSESSMENT 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

The Field Survey Represented by this plan was completed on the April 29th, 2024

Adam Brash BCLS #795

**NOTES:**

This Plan is Phase 3 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)).

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  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH3.DWG

Date: June 17th, 2024

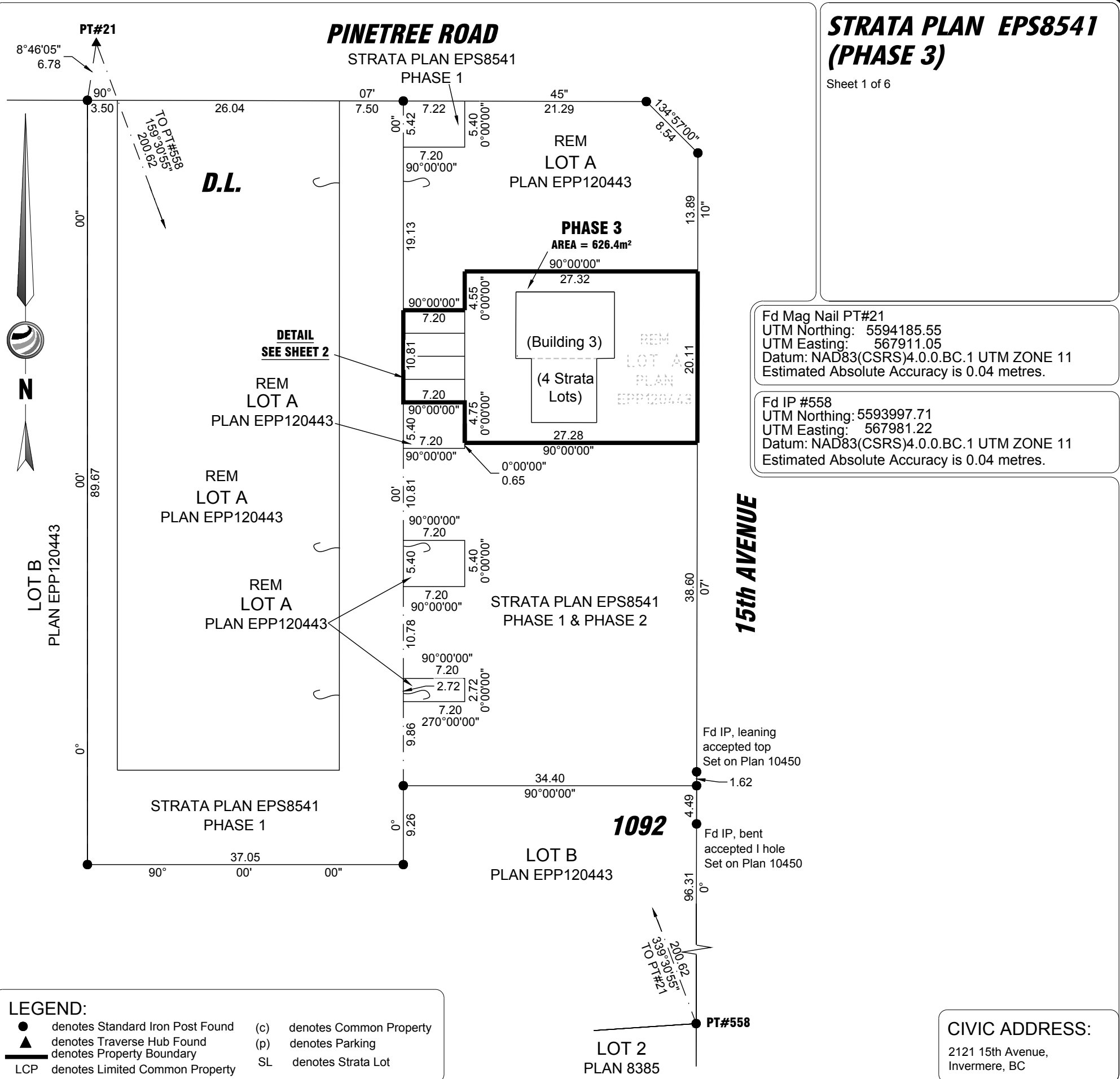
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB/NDW

**LEGEND:**

- denotes Standard Iron Post Found
- ▲ denotes Traverse Hub Found
- denotes Property Boundary
- LCP denotes Limited Common Property
- (c) denotes Common Property
- (p) denotes Parking
- SL denotes Strata Lot



**STRATA PLAN EPS8541  
(PHASE 3)**

Sheet 1 of 6

**CIVIC ADDRESS:**

2121 15th Avenue,  
Invermere, BC

**BUILDING 3 FOUNDATION DETAIL AND  
LIMITED COMMON PROPERTY  
(STRATA LOTS 9 TO 12)**

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 1:200.

**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, 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.

Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

**LEGEND:**

LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot  
(p) denotes Parking  
(c) denotes Common Property  
SL denotes Strata Lot

**GLOBAL RAYMAC LAND SURVEYING  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH3.DWG

Date: June 17th, 2024

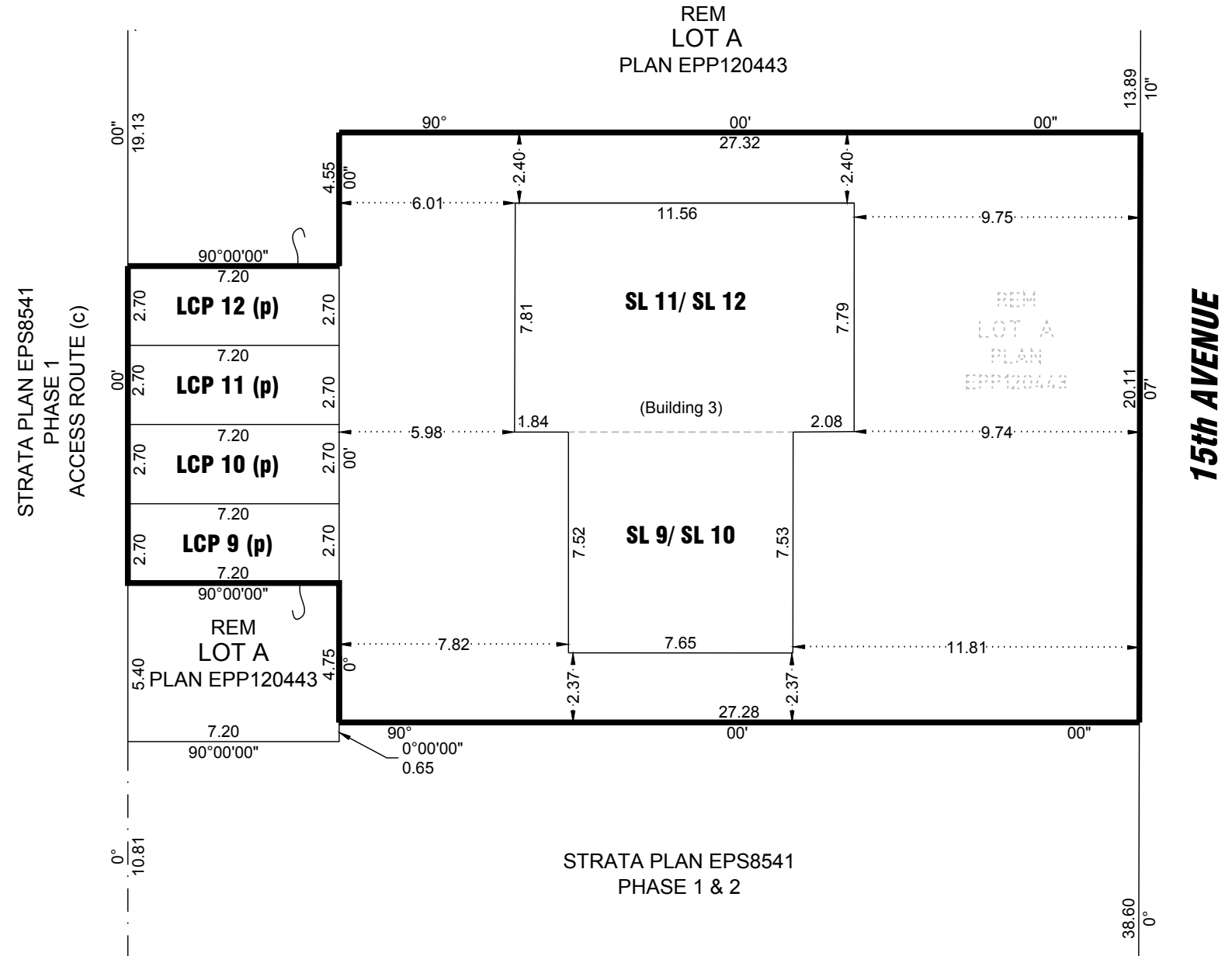
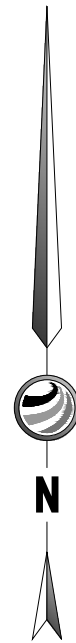
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB/NDW

**STRATA PLAN EPS8541  
(PHASE 3)**

Sheet 2 of 6



Adam Brash, BCLS #795  
April 29th, 2024

**BUILDING 3 AND LIMITED COMMON PROPERTY  
(STRATA LOTS 10 & 12)**  
LOWER 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, 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.

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 arrows on this plan point in the direction of view.

**LEGEND:**

SL denotes Strata Lot (c) denotes Common Property  
LCP denotes Limited Common Property m<sup>2</sup> denotes meters squared  
for the Exclusive Use of Designated Strata Lot

**GLOBAL RAYMAC LAND SURVEYING  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH3.DWG

Date: June 17th, 2024

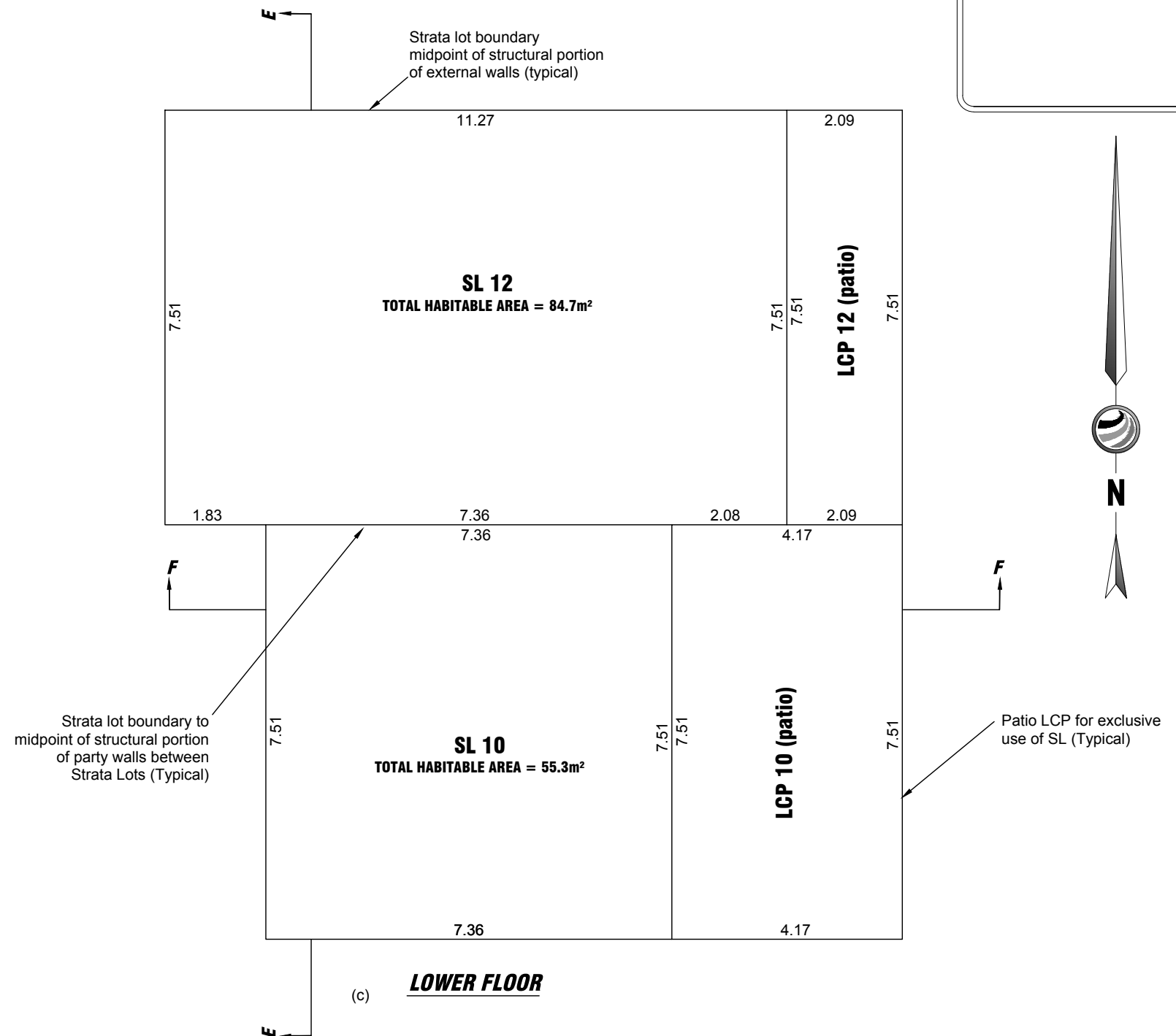
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB/NDW

**STRATA PLAN EPS8541  
(PHASE 3)**

Sheet 3 of 6



(c) **LOWER FLOOR**

Adam Brash, BCLS #795  
April 29th, 2024

**BUILDING 3 AND LIMITED COMMON PROPERTY  
(STRATA LOTS 9, 11 & 12)**  
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, 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.

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 arrows on this plan point in the direction of view.

**LEGEND:** SL denotes Strata Lot (s) denotes storage  
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot  
(c) denotes Common Property  
m<sup>2</sup> denotes meters squared

**GLOBAL RAYMAC LAND SURVEYING  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH3.DWG

Date: June 17th, 2024

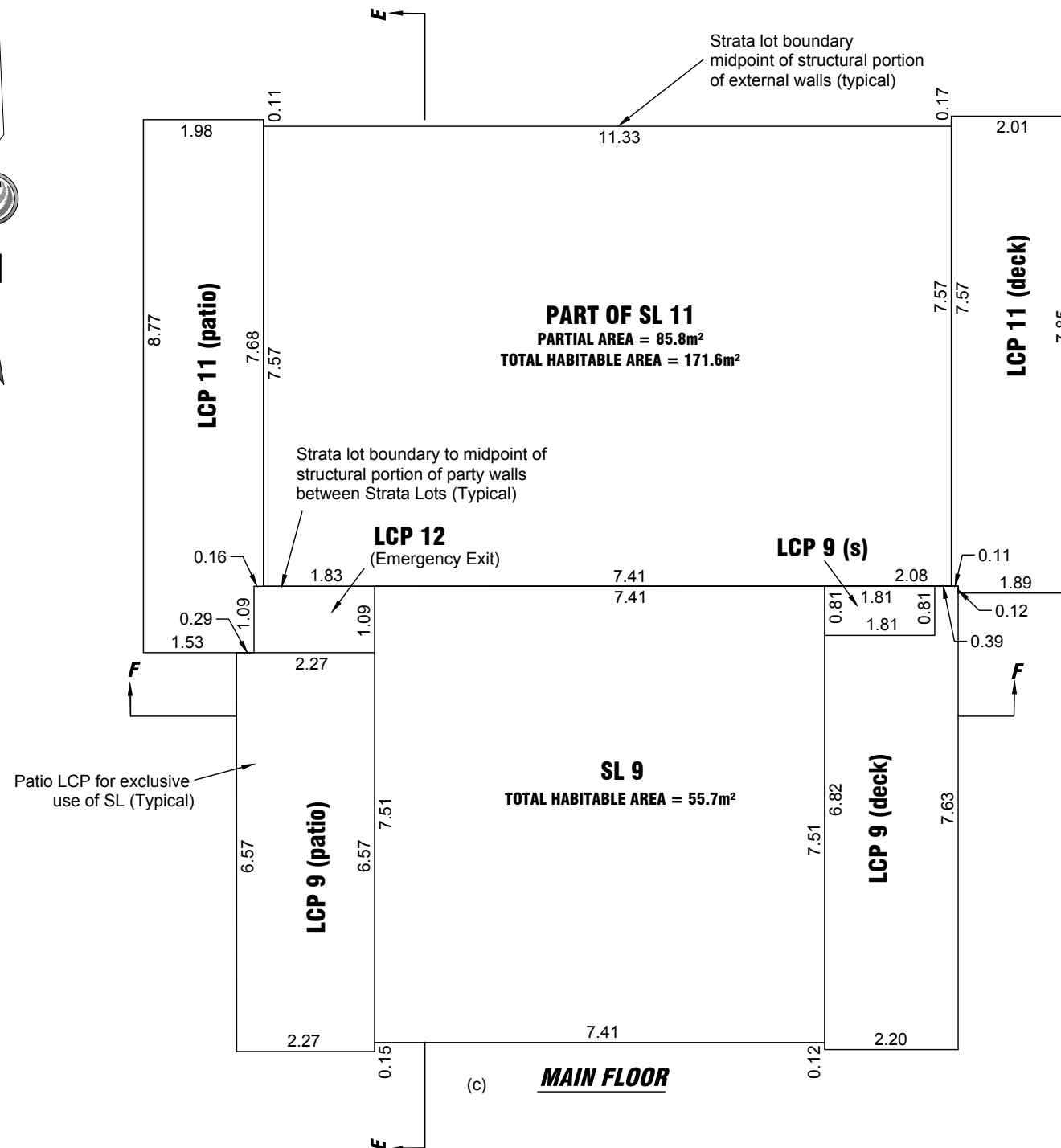
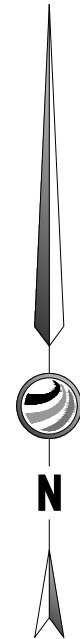
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB/NDW

**STRATA PLAN EPS8541  
(PHASE 3)**

Sheet 4 of 6



Adam Brash, BCLS #795  
April 29th, 2024

**BUILDING 3  
(STRATA LOT 11)  
SECOND 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:**

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 arrows on this plan point in the direction of view.

**LEGEND:**

SL denotes Strata Lot (c) denotes Common Property  
m<sup>2</sup> denotes meters squared

**GLOBAL RAYMAC LAND SURVEYING  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH3.DWG

Date: June 17th, 2024

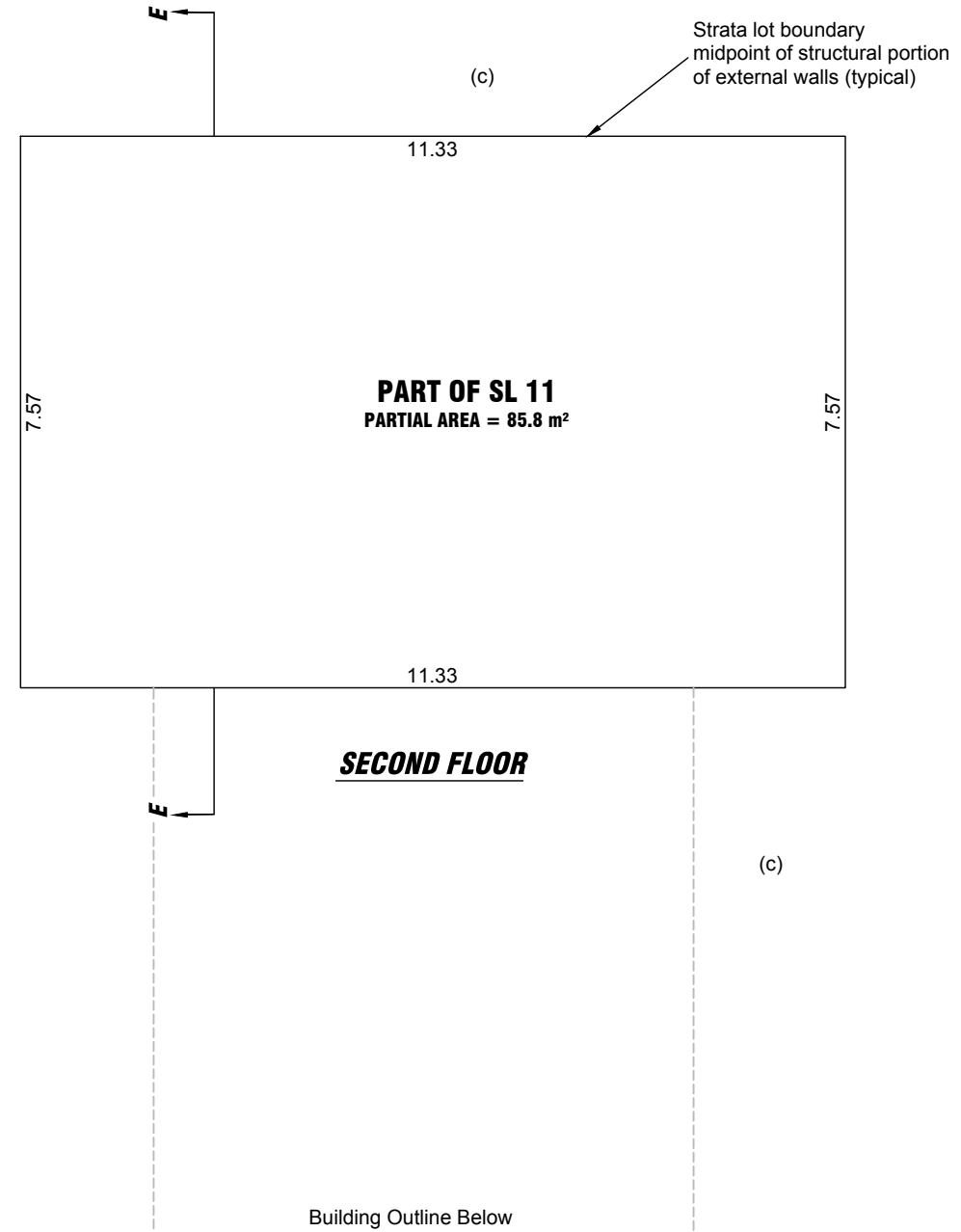
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB/NDW

**STRATA PLAN EPS8541  
(PHASE 3)**

Sheet 5 of 6



Adam Brash, BCLS #795  
April 29th, 2024

**BUILDING 3 AND LIMITED COMMON PROPERTY  
(STRATA LOTS 9 TO 12)**  
CROSS SECTIONS

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  
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot

**GLOBAL RAYMAC LAND SURVEYING  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH3.DWG

Date: June 17th, 2024

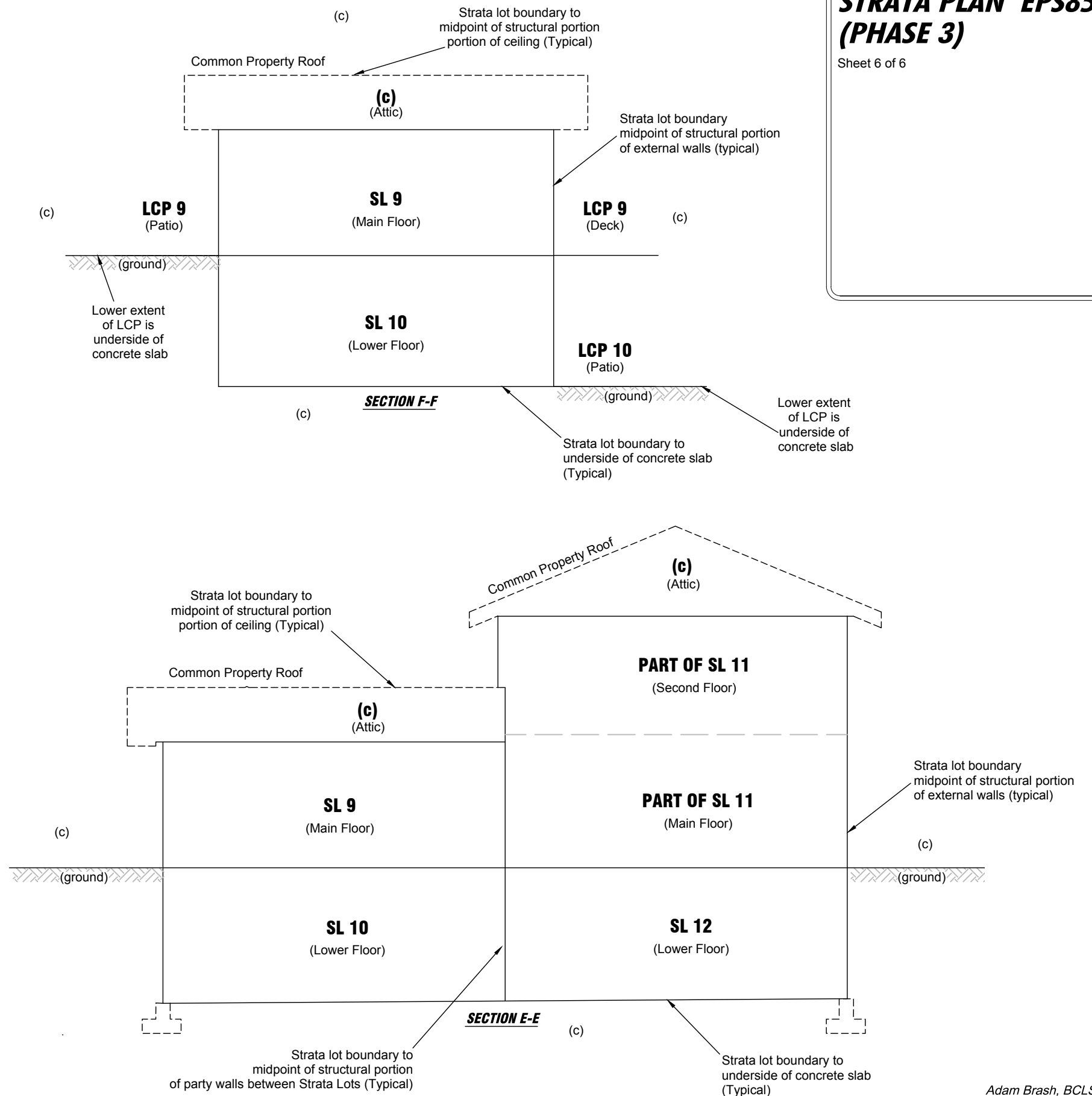
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB/NDW

**STRATA PLAN EPS8541  
(PHASE 3)**

Sheet 6 of 6



Adam Brash, BCLS #795  
April 29th, 2024

KAMLOOPS LAND TITLE OFFICE

Jun-20-2024 11:13:10.005

CBS1390147

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0795

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

**Import Profile**

Adam Brash

Global Raymac Land Surveying Ltd.

Box 459, 1022B 7th Avenue,

Invermere

BC V0A 1K0

abrash@grs.ca

1.403.710.9370

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **171-884-2701**

Plan Number: **EPS8541**

This original plan number assignment was done under Commission #: **795**

LTO Document Reference: **CB1390147**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2024 April 29 (YYYY/Month/DD)    The checklist was filed under ECR#:

The plan was completed and checked on: 2024 June 17 (YYYY/Month/DD)    **282926**

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2024 April 29 (YYYY/Month/DD)     None     Strata Form S

None     Strata Form U1     Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2024 June 17 (YYYY/Month/DD)

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:



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

EAST KOOTENAY ASSESSMENT 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

The Field Survey Represented by this plan was completed on the April 29th, 2024

Adam Brash BCLS #795

**NOTES:**

This Plan is Phase 4 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).

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  
& ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH4.DWG

Date: June 17th, 2024

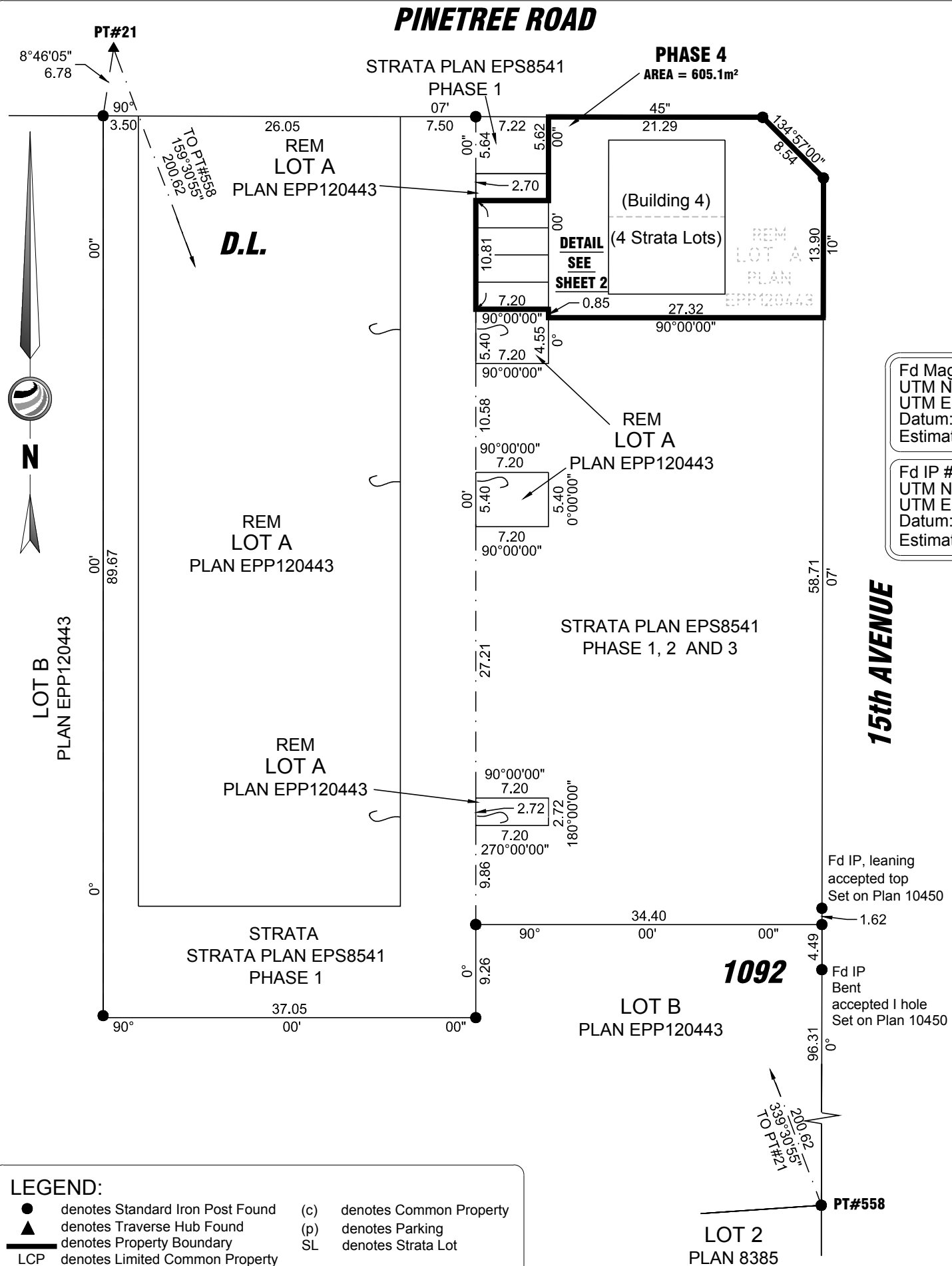
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB

**LEGEND:**

- denotes Standard Iron Post Found
- ▲ denotes Traverse Hub Found
- denotes Property Boundary
- LCP denotes Limited Common Property
- (c) denotes Common Property
- (p) denotes Parking
- SL denotes Strata Lot



**STRATA PLAN EPS8541  
(PHASE 4)**

Sheet 1 of 6

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.

**CIVIC ADDRESS:**

2121 15th Avenue,  
Invermere, BC

**BUILDING 4 DETAIL OF FOUNDATION AND LIMITED COMMON PROPERTY (STRATA LOTS 13 TO 16)**

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 1:200.

**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, 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.

Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

**LEGEND:**

LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot (p) denotes Parking (c) denotes Common Property

**GLOBAL RAYMAC LAND SURVEYING & ENGINEERING LTD**

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

Job No. : 22IX0025

CAD FILE: 22IX0025\_ST1\_PH4.DWG

Date: June 17th, 2024

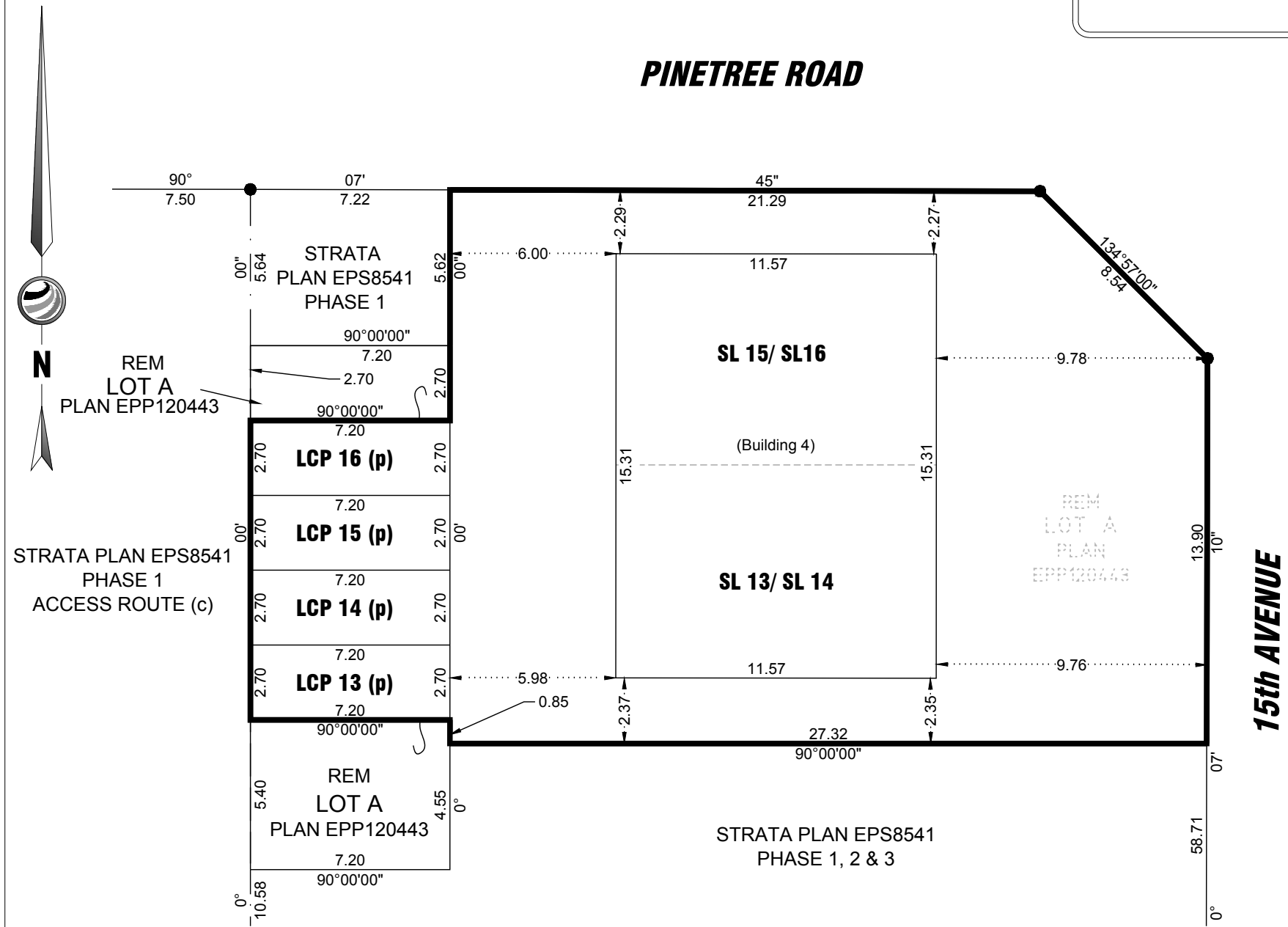
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB

**STRATA PLAN EPS8541 (PHASE 4)**

Sheet 2 of 6



Adam Brash, BCLS #795  
April 29th, 2024