

Disclosure Statement Dated July 2, 2021

**WOOD BAY SUBDIVISION
DISCLOSURE STATEMENT**
Real Estate Development Marketing Act of British Columbia

Developer: **WOOD BAY COMMUNITY DEVELOPMENT LTD.**

Development to be known as: **"WOOD BAY SUBDIVISION"**

Address of Development: **Wood Bay, Halfmoon Bay, BC
Area-Jurisdiction-Roll: 08-746-04096.000**

Address for Service: **c/o Ostrosky Law Corporation
#201 – 1001 Gibsons Way,
Gibsons, B.C. V0N 1V8**

Developer Address: **1260 Rosebery Ave
West Vancouver, B.C. V7V 2Z4**

Developer's Real Estate Agents: **The Alan Stewart Team
Sotheby's International Realty Canada
235-15th Street Suite 200
West Vancouver, BC, V7T 2X1**

DISCLAIMER

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

CONTRACT OF PURCHASE AND SALE INFORMATION

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2. for information on the purchase agreement. That information has been drawn to the attention of

(Insert Purchaser's Name above)

Who has confirmed that fact by initialing in the space provided here: _____

RIGHT OF RESCISSION

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

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

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

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LIST OF SCHEDULES

1. THE DEVELOPER

The developer of the Development (as defined in section 2) is Wood Bay Community Development Ltd. a corporation formed under the laws of the Province of British Columbia on November 30, 2020 under registration number BC1277033 (the "Developer").

The Developer acquired the Lands (as defined in section 2.1) to develop, subdivide, lease, keep, use, occupy, and/or sell the Lots (as defined in section 2.1). The Development (as defined in section 2.1), to be known as Wood Bay Subdivision is the first development project of the Developer.

1.1. Background of Developer:

This is the first development for the Developer.

The Director of the Developer, Martin Luis Gerber, has over 25 years of business management experience.

To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer, or any director or officer of the principal holders of the Developer, within the ten years before the date of the Developer's Declaration attached to this disclosure statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer, or any director or officer of the principal holders of the Developer, within the five years before the date of the Developer's Declaration attached to this disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer, or any director or officer of the principal holders of the Developer, within the five years before the date of the Developer's Declaration attached to this disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
- (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

1.2. Conflicts of Interest

The Developer is not aware of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's decision to purchase, except for:

Notwithstanding that the Developer is offering for sale to the public each of the Lots (as defined below in section 2.1) that comprise the Development, the Developer reserves the right and may elect to, cease sales to the public at any time, after any number of the Lots have been sold, and may elect to retain any number of the Lots to use, occupy, lease, or transfer the Lots on terms established by the Developer, in its sole discretion, including but not to limit the foregoing, transfer the Lots to related companies which may have all or some of the same directors and officers as the Developer.

2. GENERAL DESCRIPTION AND LOCATION OF THE DEVELOPMENT

2.1. General Description of the Development

The existing legal descriptions of the lands which the Development will be located are as follows:

Parcel Identifier: 015-138-160

DISTRICT LOT 6322 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT;
FIRSTLY: PART ON PLAN 22545, SECONDLY; PART ON PLAN BCP17416 ("DL6322")

And

Parcel Identifier: 015-937-011

DISTRICT LOT 1485, GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PLANS 13528,
19922, 20166, LMP26373, BCP17413, BCP39164 AND BCP45712 ("DL1485")

(DL6322 and DL1485 are collectively referred to as the "Lands").

The Development will be located in Wood Bay, Halfmoon Bay, British Columbia at DL6322 and DL1485. The civic address for the Development may change and will be as determined by the Sunshine Coast Regional District (the "SCRD") and the Developer, at their sole discretion.

The Development is predicted to consist of 9 residential Lots (collectively referred to as the "Lots" and individually referred to as a "Lot"). Two draft subdivision plans (the "Draft Subdivision Plans") for the Development are attached as Schedule "A" to this Disclosure Statement. **The Lots being offered for sale in this Disclosure Statement are: Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 28, Lot 29, Lot 30 and Lot 31.** The actual size, shape and location of the Lots may vary somewhat from what is depicted on the Draft Subdivision Plans.

Prior to substantial completion of the Development, two final surveyed subdivision plans (the "Subdivision Plans") will be filed in the Land Title Office subdividing the Lands to create the Lots, together with the remainder of the Lands (the "Remainder of DL6322 and DL1485") and Lot 32. The Remainder of DL6322 and DL1485 will be retained by the Developer. Lot 32 will be amalgamated with neighbouring LOT 19 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP39164, Parcel Identifier: 027-762-475 ("Lot 19") which is not offered for sale under this Disclosure Statement.

The Lots are for residential single family living. This is not a bare land strata development. Each Lot will be a separate Lot and will be individually owned.

The Subdivision Plans have not been deposited for registration, but two preliminary layout reviews and subsequent extensions have been issued by the Ministry of Transportation and Infrastructure (the "PLRs") and are attached as Schedule "B".

The estimated date for deposit of the Subdivision Plans creating the Development is between August 31, 2021 to November 30, 2021.

The Developer reserves the right to change the number, size, shape and/or location of the Lots in the Development, in its sole discretion.

Upon completion of this Development, the Developer may subdivide the Remainder of DL6322 and DL1485 to create additional lots which will be offered for sale. The Developer reserves the right to offer for sale any number of lots. The Developer may elect to not proceed with the subsequent subdivision of the Remainder of DL6322 and DL1485.

2.2. Permitted Use

The Lands are situated in the SCRD, Electoral Area B, Halfmoon Bay, B.C. A summary of the zoning and the permitted uses of the Lots is attached as Schedule "C".

A full copy of the Zoning Bylaw that sets out all of the potential permitted uses is available for viewing on the SCRD's website at <https://www.scrd.ca/bylaw-zoning-> Information regarding the Zoning Bylaws can also be obtained by contacting the SCRD at 604-885-6804.

The use of the Lots is also restricted by the Building Scheme (defined and more particularly described in section 2.3).

2.3. Building Construction

Purchasers of the Lots will be responsible for construction of any dwelling unit or other improvements to be situated on a Lot and to obtain all required building permits, all at the cost of the Purchaser. Except as noted herein, the Developer will only be providing limited servicing to the Development and will not construct any improvements on the Lots.

Purchasers will be responsible for installing their own septic tank and septic field system. The Lots will be subject to a Statutory Building Scheme, a draft Building Scheme is attached to this Disclosure Statement as Schedule "D". **The Building Scheme contains important restrictions regarding use of, and construction on, the Lots.**

Purchasers should review the Building Scheme in detail. The Developer reserves the right to amend the Building Scheme at its sole discretion.

3. SERVICING INFORMATION

3.1. Utilities and Services

(a) Water

Each of the Lots has a drilled well with potable water provided at the Developer's expense. The wells for each of Lots 23, 24, 25, 28, 29, 30 and 31 are located on those Lots.

The well for Lot 22 is located on Lot 23. An easement will be granted over Lots 23 and 24 in favour of Lot 22 to provide the owner of Lot 22 with the rights to draw water from the well located on Lot 23 and to install, use, repair, replace and maintain water lines, pipes, pumps and other apparatus and controls necessary to draw water from the well and transport the water to the eastern boundary of Lot 22.

The well for Lot 26 is located on the Lot 23. An easement will be granted over the Lot 23 in favour of Lot 26 to provide the owner of Lot 26 with the right to draw water from the well. In addition, an easement will be granted over Lot 25 to provide the owner of Lot 26 with the rights to install, use, repair, replace and maintain water lines, pipes, pumps and other apparatus and controls necessary to draw water from the well and transport the water to the western boundary of Lot 26.

While the well for Lot 23 is located on Lot 23, easements will be granted over Lots 25 to provide the owner of Lot 23 with the rights to install, use, repair, replace and maintain water lines, pipes, pumps and other apparatus and controls necessary to draw water from the well and transport the water to the eastern boundary of Lot 23 at a location north of the well head.

One non-potable well located on Lot 25 will be available to the Lots, at the discretion of the Developer, for use as a resource for agriculture and water supply to storage tanks for fire protection only.

It will be the Purchaser's responsibility to connect their own well to the Purchaser's water system. A filtration system should be used for any water used for drinking purposes.

(b) Electricity

BC Hydro will be available to the Lots by way of above ground poles and transmission wires located on Wood Bay Ridge Road and within the Development. The Developer will register a blanket Statutory Right of Way in favour of BC Hydro on each of the Lots allowing BC Hydro employees, contractors, and other maintenance/service related parties to enter the Lots for installation, maintenance, repair and related reasons. A Purchaser of a Lot will be responsible, at the Purchaser's own cost, for connecting any dwelling unit(s) and other improvements constructed on the Lot to the main electric power line provided by the Developer.

To facilitate the provision of electric power and other services such as telephone, cablevision, and internet to Lots 22, 23, 24, 25, 26, and a portion of the Remainder of DL6322, easements will be granted over a portion of Lots 23, 25, 26 and Remainder of DL6322, to provide the owners of Lots 22, 23, 24, 25, 26 and the Remainder of DL6322, with the rights to install, use, repair, replace and maintain poles, wires, conduits, and other apparatus and controls required in connection with such services. Attached as Schedule "E" is a copy of a draft easement explanatory plan which will be registered concurrently with the Subdivision Plan.

To facilitate the provision of electric power and other services such as telephone, cablevision and internet to Lots 28, 29 and 31, a statutory right of way will be granted to BC Hydro over an adjacent lot owned by Bigleaf Ventures Ltd. which is legally described as PID No. 027-762-475 Lot 19 District Lot 1485 Group 1 New Westminster District Plan BCP39164, which lot will become Lot 32 upon registration of the Subdivision Plans in the Land Title Office ("Lot 19/32"). As well, an easement will be registered against Lot 19/32 in favour of Lots 28, 29 and 31 to provide Lots 28, 29 and 31 access rights, and the right to install, use, repair, replace and maintain, poles, wires, conduits, and other apparatus and controls required in connection with such services.

A utility shed will be constructed within the easement area on Lot 23 and/or Lot 25. The utility shed will contain a power source for the well pumps and for a community gate of Lots 22, 23, 24, 25, 26 and a portion of the Remainder of DL6322 and DL1485. Lots 22, 23, 24, 25, 26 and some portions of the Remainder of DL6322 and DL1485, and some of the future lots created by a further subdivision of DL6322 and DL1485 will be responsible for sharing costs associated with the utility shed such as the cost of the BC Hydro bill and maintenance and repair costs of the utility shed and community gate.

The Developer intends on opening a BC Hydro account to commence service to the utility shed. The Purchaser(s) of Lot 23 or Lot 25, to be determined by the Developer at its sole discretion, will be responsible for opening their own BC Hydro account, taking over the responsibility of the BC Hydro account and bills for the utility shed service and collecting annually from each of the Lot owners benefiting from the utility shed their respective portion of the BC Hydro bill. If the owner of Lot 23 or Lot 25 sells, as determined by the Developer, the new owner of Lot 23 or Lot 25 will be responsible for the utility shed BC Hydro account. It is a condition of the sale of Lot 23 or Lot 25, as determined by the Developer, that the owner of such Lot be responsible for maintaining BC Hydro services to the utility shed.

The Developer reserves the right, at its sole discretion, to amend the actual location and size of the above noted easement areas, to register additional easements and statutory right of ways as required to facilitate the subdivision of the Lands, and to amend the terms of the above noted easements and statutory right of ways at its sole discretion.

(c) **Sewerage**

The Purchaser of each of the Lots will be responsible, at the purchaser's own cost, to install a septic system on the Lot. Attached as Schedule "F" are two draft covenants in favour of Vancouver Coastal Health Authority ("VCH") and corresponding draft reference plans that the Developer intends to register against the Lots.

Reference Plan EPP111365 sets out the VCH covenant areas for Lots 22, 23, 24, 25 and 26. As shown on Reference Plan EPP111365, Lot 25 contains three VCH covenant areas, one for Lot 25, one for Lot 26 and one for a future lot which will be created when the Developer subdivides the Remainder of DL6322. Reference Plan EPP112476 sets out the VCH covenant areas for Lots 28, 29, 30 and 31.

The VCH covenants restrict the Purchasers use of the Lots within the areas set out in Reference Plans EPP11365 and EPP112476. In addition, the VCH covenants may place limitations on the size and location of any dwellings to be built on the Lots. The Developer reserves the right to amend the actual locations and sizes of the VCH covenant areas, at its sole discretion.

(d) **Natural Gas**

There is no natural gas available

(e) **Fire and Police**

The Development is located in the Halfmoon Bay Fire Protection District and fire protection is provided by the Halfmoon Bay Volunteer Fire Department, which is located at 8972 Redrooffs Road, Halfmoon Bay, BC (Phone: 604-885-6872; email: halfmoonbay.fire@scrd.ca).

Police services are provided by the R.C.M.P. and the nearest R.C.M.P. detachment is located at 5800 Teredo Street, Sechelt, BC (Phone 604-885-2266).

(f) **Telephone Services**

Telephone service is available to the Development through telecommunications service providers including Telus. The individual Lot owners will be responsible for the costs of, and costs to connect to, all utilities.

(g) **Sidewalks and Street Lighting**

There will be no sidewalks or street lighting in the Development.

(h) **Garbage**

There will be no garbage collection in the Development.

The individual Lot owners will be responsible for the costs of connecting to all utilities and services.

4. **TITLE AND LEGAL MATTERS**

4.1. **Legal Description**

The Lands are currently legally described as:

Parcel Identifier: 015-138-160

DISTRICT LOT 6322 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT;
FIRSTLY: PART ON PLAN 22545, SECONDLY; PART ON PLAN BCP17416 (defined in this Disclosure Statement as "DL6322") and

Parcel Identifier: 015-937-011

DISTRICT LOT 1485, GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PLANS 13528,
19922, 20166, LMP26373, BCP17413, BCP39164 AND BCP45712 (defined in this Disclosure Statement as "DL1485")

4.2. Ownership

The Developer is the owner of the Development properties.

4.3. Existing Encumbrances and Legal Notations

4.3.1. Existing Financial Encumbrance:

None.

4.3.2. Existing Legal Notations:

- I. Legal notation DF R106065 which relates to the expropriation in 1987 of a portion of District Lot 1485 for highway purposes; and
- II. Legal notation providing that annexed to the Lands is Easement BB321529 for access and utilities purposes over that part of Lot 19/32.

4.3.3. Existing Non-Financial Encumbrances:

- I. Statutory Right of Way GD28211 in favour of Terasen Gas (Vancouver Island) Inc. (cancelled as to all, except part in reference plan 20218). This Statutory Right of Way is for gas pipeline purposes. A copy of this Statutory Right of Way is attached to this Disclosure Statement as Schedule G.
- II. Covenant BJ375503 in favour of the Crown in Right of British Columbia as represented by the Ministry of Transportation and Infrastructure. This Covenant prohibits the subdivision of the Lands and the construction of buildings, structures, works and services except in compliance with all of the recommendations and requirements contained in the report attached to Covenant BJ375503 a copy of which is attached to this Disclosure Statement as Schedule H.
- III. Covenant BJ375507 in favour of Her Majesty the Queen in Right of British Columbia. This Covenant deals with septic disposal fields located on an area of land that does not form part of the Lots being offered for sale in this Disclosure Statement.
- IV. Covenant BJ375511 in favour of Sunshine Coast Regional District (as modified by BX327270). This Covenant originally provided that the Lands could not be built on or subdivided unless and until a portion of the Lands had been dedicated as park. The Covenant was subsequently modified.

Covenant BJ375511 also provides that a hooked portion of the Lands lying to the south of the Sunshine Coast Highway approximately 0.62 hectares in area shall not have any use (this provision remains in full force and effect but does not affect any of the Lots being offered for sale under this Disclosure Statement); and
- V. Statutory Building Scheme BK153340 will be discharged and replaced with the Building Scheme attached to this Disclosure Statement as Schedule D; and
- VI. Covenant CA3817738 in favour of Sunshine Coast Regional District. This Covenant sets out requirements that the Developer must complete to subdivide the Lands. **This Covenant prohibits further subdivision of the Lots being offered for sale under this Disclosure Statement.**

4.3.4. The following encumbrances may be registered by the Developer in favour of or against the titles to the Lands, which will remain as legal notations or encumbrances, respectively, against title to the Lots:

- I. a blanket statutory right of way in favour of BC Hydro will be registered against Lots 22, 23, 24, 25 and 26, which will permit BC Hydro employees, contractors and related persons, to come onto the Lands to maintain, repair, install and affix, power lines, poles and related appurtenances.
- II. a covenant restricting the use of the Lands will be registered for the purpose of protecting development from natural hazards or protecting the natural environment, a draft of this covenant is attached as Schedule I;
- III. a covenant in favour of Vancouver Coastal Health will be registered for the purposes of designating certain areas of the Lots for septic field areas, drafts of the VCH covenants and corresponding Reference Plans are attached as Schedule F;
- IV. driveway/access easements to facilitate access for the Lots;
- V. easements, restrictive covenants, dedications and rights-of-way and other rights or restrictions in favour of services, utilities, communications suppliers, public authorities, municipalities or any other applicable government authority (including, without limitation, Vancouver Coastal Health, the SCRD, Telus, BC Hydro and FortisBC) with respect to provision of services and utilities to the Development or in connection with approval of the development, construction and occupation of the Lands, the Development and the Lots;
- VI. easements, restrictive covenants, dedications and rights-of-way and other rights or restrictions in favour of communications suppliers, with respect to the installation, operation and maintenance;
- VII. easements over any number of the Lots for water lines, septic lines and electric wires; and
- VIII. any other covenants, easements, statutory right of ways, or related non-financial charges which are required as part of the subdivision approval process.

4.4. **Outstanding or Contingent Litigation or Liabilities**

The Developer is unaware of any outstanding or contingent litigation or liability in respect of the Development or against the Developer, which may affect the Lots.

4.5. **Environmental Matters**

The Developer is not aware of any dangers or requirements imposed by the SCRD or other governmental authorities connected with the Development with respect to flooding or drainage hazards.

The Developer is not aware of any dangers or any requirements imposed by the SCRD or other governmental authorities connected with the Development in respect of the condition of the soil or subsoil.

Other Environmental Matters: The Developer is not aware of any other environmental matter which may affect the Development or the Lots.

5. CONSTRUCTION AND WARRANTIES

5.1. Construction Dates

Construction, as defined by REDMA as the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, commenced on February 15, 2021. The estimated completion of the Lots is anticipated to be between August 31, 2021 and November 30, 2021.

The Developer reserves the right to change the estimated date ranges. The estimated completion date range for the Lots is an estimate only and is not to be relied upon by purchasers for determining the completion date of their purchases.

5.2. Warranties

There are no specific warranties for this Development.

5.3. Previously Occupied Building

There is no previously occupied building on the Lands, or in the Development.

6. APPROVALS AND FINANCES

6.1. Development Approval

The Ministry of Transportation and Infrastructure issued two PLRs, PLR No. 2010-03845 on June 15, 2010 and extension granted on April 6, 2021, and PLR No. 2018-02389 on August 27, 2018 and extension granted on April 6, 2021. The SCRDC has confirmed that the Development will be approved when certain conditions have been met, all of which are within the control of the Developer.

The Development will comply with all building restrictions, zoning regulations and other restrictions governing the use and development of the Development, and any Lot therein.

6.2. Construction Financing

The Developer is self financed.

7. MISCELLANEOUS

7.1. Deposits

All monies received from purchasers of the Lots will be held in a trust account of a licensee under the *Real Estate Services Act*, or by a solicitor or notary public until completion of the transaction or earlier termination, in accordance with the terms of the contract of purchase and sale and in the manner required by the *Real Estate Development Marketing Act (BC)* until such time as:

(a) Both:

1. The Subdivision Plan has been deposited for registration in the appropriate Land Titles Office and the Lot purchased or leased is capable of being owned; and
2. An instrument evidencing the interest of the purchaser or lessee in the Lot has been filed for registration in the appropriate Land Title Office, or

(b) The contract has been earlier terminated.

7.2. Purchase Agreement

A copy of the form Contract of Purchase and Sale which the Developer proposes to use for the sale of the Lots is attached hereto as Schedule J.

7.2.1. Termination of the Contract and Extension of Completion Date:

- (a) **The Purchaser may rescind (cancel) the Contract by serving written notice on the Developer or the Developer's brokerage within seven (7) days after the later of the date the Contract was entered into or the date the Purchaser received a copy of the Disclosure Statement.**
- (b) **Termination of the Contract: The termination provisions are set out in paragraphs 2, 3.3 and 12 of the Contract of Purchase and Sale.**

7.2.2. The Contract contains the following restrictions regarding assignments:

- (a) Without the Developer's prior consent, any assignment of the Contract is prohibited.

An assignment under the *Real Estate Development Marketing Act* (BC) is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a 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.

Each proposed party to an assignment agreement (each such agreement being an "Assignment Agreement") must provide the Developer with the information and records required under the *Real Estate Development Marketing Act* (BC).

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* (BC) from each proposed party to an assignment agreement, including personal information, respecting the following:

- (a) the party's identity;
- (b) the party's contact and business information; and
- (c) the terms of the assignment agreement.

Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act* (British Columbia). 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* (BC), which includes disclosure to the Canada Revenue Agency.

7.2.3. Interest on Deposits:

- (a) Deposits will be held in non-interest bearing trust accounts. Purchasers will not receive any interest on their deposits.

The information set out in this Section 7.2 is a summary only. Purchasers should refer directly to the Contract for the actual provisions summarized in this Section.

7.3. Developer's Commitments

The Developer was not required to make commitments that will be made after the sale or lease of the Lots.

7.4. Other Material Facts

7.4.1. Miscellaneous

- (i) The Developer makes no representations as to neighbouring land use, views and sightlines from the Development, and tree coverage. Purchasers must conduct their own due diligence in respect of any matters in respect thereof.
- (ii) There are no representations or warranties, express or implied, collateral or otherwise, made by the Developer, or any of his marketing or sales representatives in connection with the Development or a Lot, except those expressly set forth in this Disclosure Statement and the Contract entered into between the Developer and a purchaser.

DEEMED RELIANCE:

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors, and any person who has signed or authorized the filing of this Disclosure Statement, are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act. The Developer, who has signed or authorized the filing of this Disclosure Statement, is liable to compensate the Purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

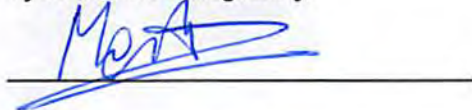
DECLARATION:

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 2nd day of July, 2021

SIGNED this 2nd day of July, 2021

WOOD BAY COMMUNITY DEVELOPMENT LTD.

By its authorized signatory:



MARTIN LUIS GERBER

DIRECTOR IN HIS PERSONAL CAPACITY:



MARTIN LUIS GERBER

LIST OF SCHEDULES

SCHEDULE A - DRAFT SUBDIVISION PLANS

SCHEDULE B - PRELIMINARY LAYOUT REVIEWS

SCHEDULE C - PERMITTED USES

SCHEDULE D - DRAFT BUILDING SCHEME

SCHEDULE E - DRAFT EASEMENTS

SCHEDULE F - DRAFT VANCOUVER COASTAL HEALTH COVENANTS

SCHEDULE G - STATUTORY RIGHT OF WAY GD28211

SCHEDULE H - COVENANT BJ375503

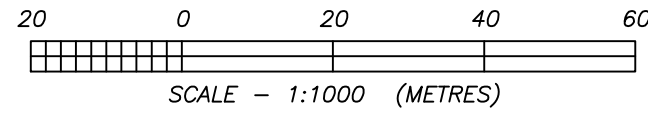
SCHEDULE I - DRAFT GEOTECHNICAL COVENANTS

SCHEDULE J - DRAFT CONTRACT OF PURCHASE AND SALE

SCHEDULE A
DRAFT SUBDIVISION PLANS

SUBDIVISION PLAN OF DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PLANS 13528, 19922, 20166, LMP26373, BCP17413, BCP39164, BCP45712 AND EPP86925 AND PART OF DISTRICT LOT 6322, GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT FIRSTLY: PART ON PLAN 22545, SECONDLY; PART ON PLAN BCP17416

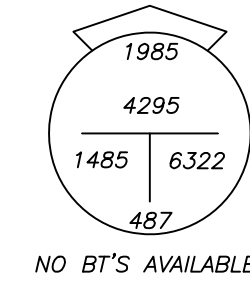
PLAN EPP112475



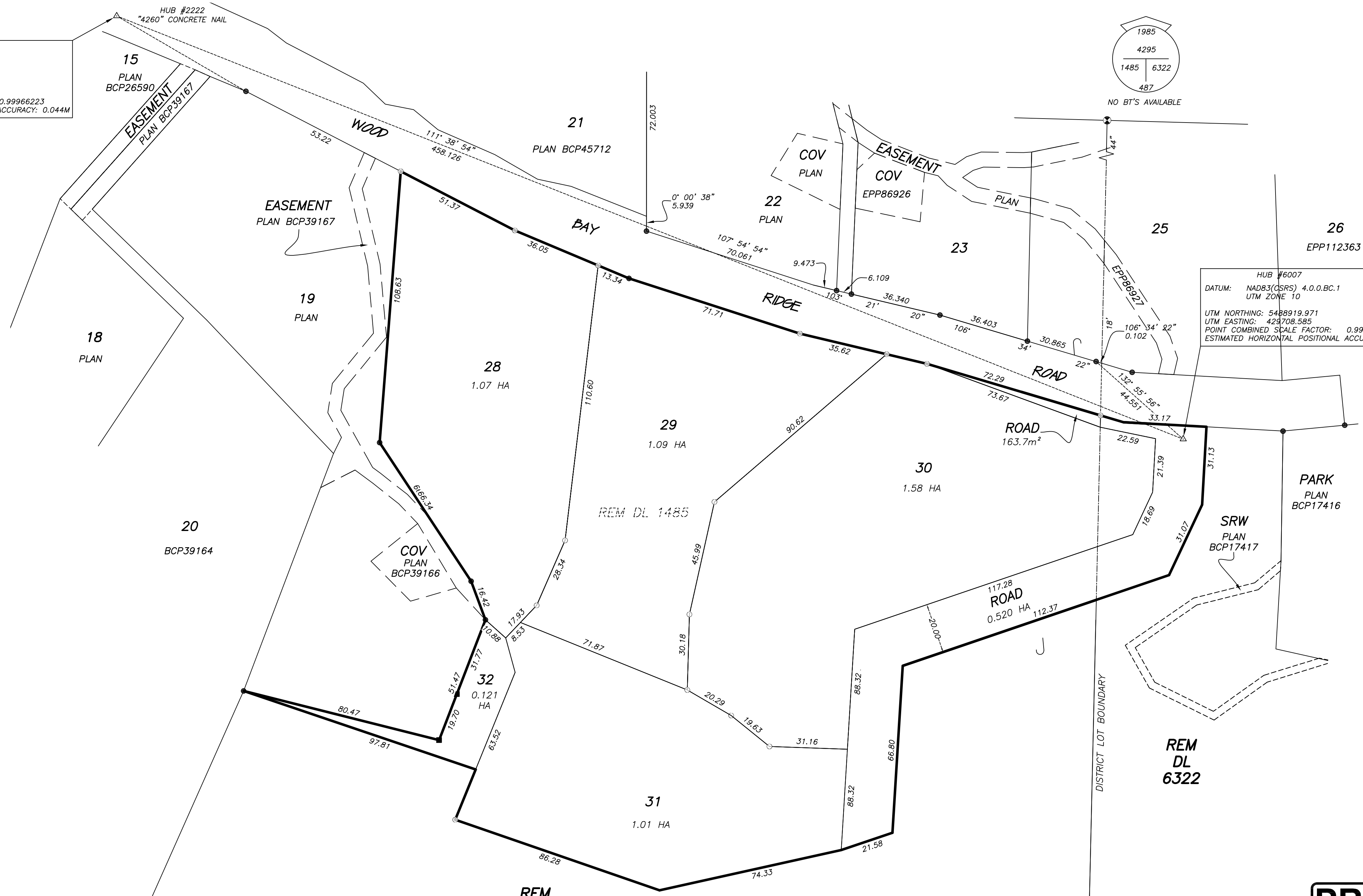
THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 559mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

BCGS MAP SHEET 92G.051

HUB #2222
 DATUM: NAD83(CSRS) 4.0.0.BC.1
 UTM ZONE 10
 UTM NORTHING: 5489088.918
 UTM EASTING: 429282.922
 POINT COMBINED SCALE FACTOR: 0.99966223
 ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.044M



HUB #6007
 DATUM: NAD83(CSRS) 4.0.0.BC.1
 UTM ZONE 10
 UTM NORTHING: 5488919.971
 UTM EASTING: 429708.585
 POINT COMBINED SCALE FACTOR: 0.99964853
 ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.027M

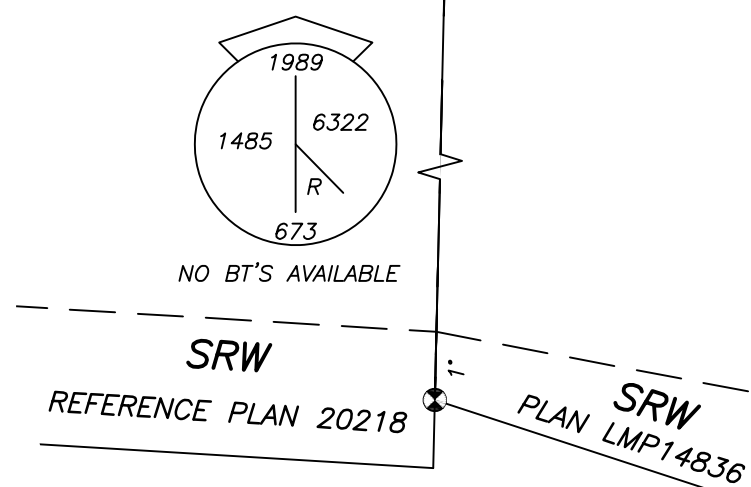


THIS PLAN LIES WITHIN THE SUNSHINE COAST REGIONAL DISTRICT.
 THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE XXTH DAY OF XXXXXX, 2021.
 SEAMUS POPE, BCLS 923

- LEGEND**
- DENOTES A STANDARD IRON POST FOUND
 - DENOTES A STANDARD IRON POST SET
 - DENOTES A LEAD PLUG FOUND
 - DENOTES A LEAD PLUG SET
 - △ DENOTES A TRAVERSE HUB SET
 - ⊙ DENOTES A PIPE POST FOUND
 - NF DENOTES NOTHING FOUND

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99964818. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 81.89 METRES.

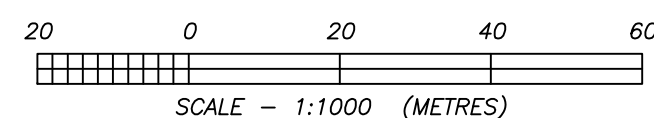
A COVENANT IN FAVOUR OF VANCOUVER COASTAL HEALTH PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR SUBDIVISION.



PRELIMINARY

SUBDIVISION PLAN OF PART OF DISTRICT LOT 1485 EXCEPT PLANS 13528, 19922, 20166, LMP26373, BCP17413, BCP39164 AND BCP45712 AND PART OF DISTRICT LOT 6322 EXCEPT FIRSTLY: PART ON PLAN 22545, SECONDLY; PART ON PLAN BCP17416 BOTH OF GROUP 1 NEW WESTMINSTER DISTRICT.

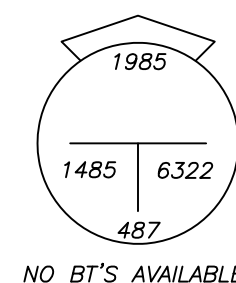
PLAN EPP112363



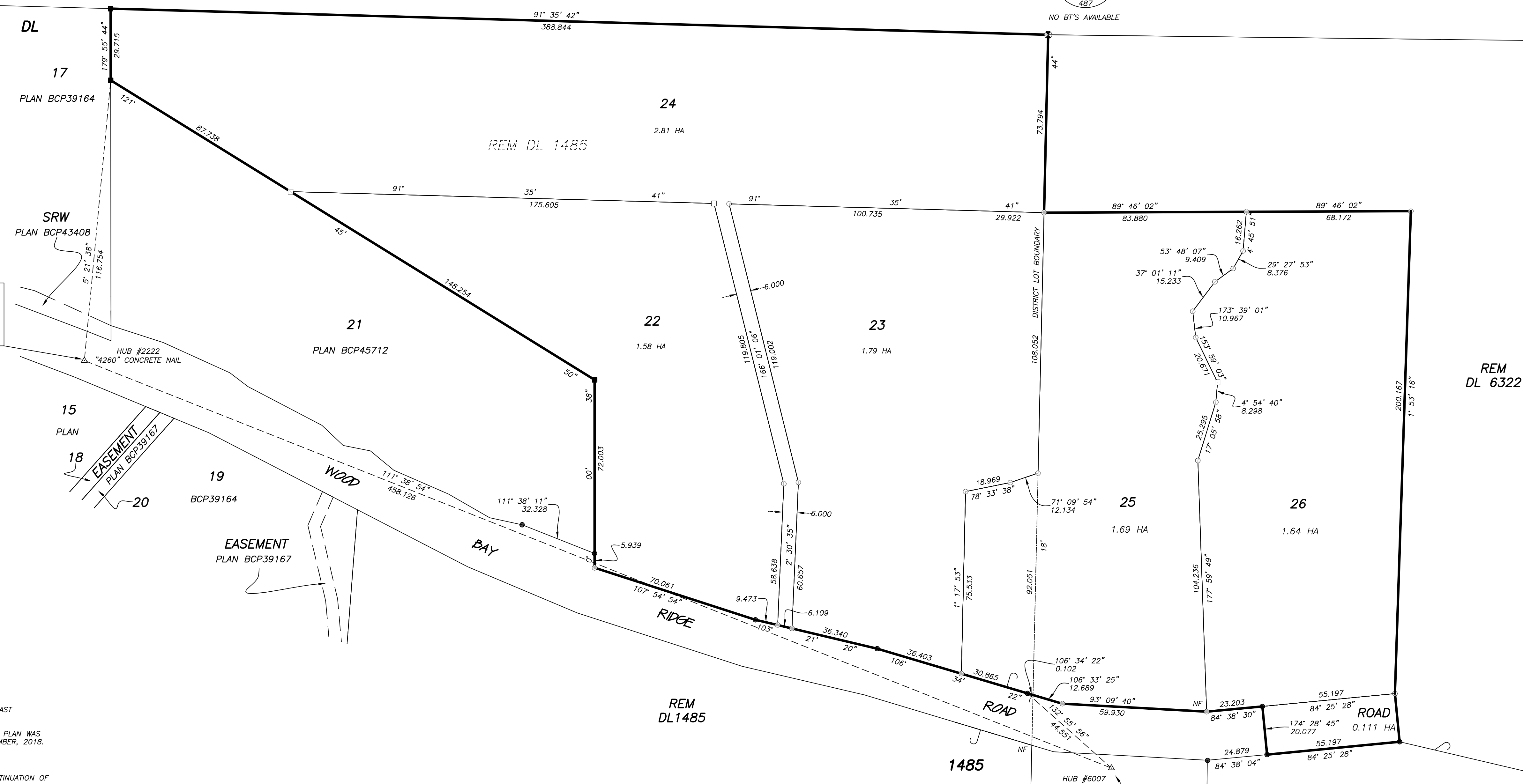
THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 559mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

BCGS MAP SHEET 92G.051

UNSURVEYED CROWN LAND



UTM ZONE 10 COORDINATES:
DATUM: NAD83(CSRS) 4.0.0.BC.1
UTM NORTHING: 5489089.918
UTM EASTING: 429282.922
ABSOLUTE ACCURACY: 0.04M



NORTH

THIS PLAN LIES WITHIN THE SUNSHINE COAST REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 24TH DAY OF SEPTEMBER, 2018. SEAMUS POPE, BCLS 923

LOTS CREATED ON THIS PLAN ARE A CONTINUATION OF AN EXISTING NUMBERING SERIES.

LEGEND

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY RTK GNSS OBSERVATIONS WITH REAL TIME CORRECTIONS FROM THE CAN-NET RTN AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE)

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY RTK GNSS TIES WITH REAL TIME CORRECTIONS FROM THE CAN-NET RTN.

- DENOTES A STANDARD IRON POST FOUND
- DENOTES A STANDARD IRON POST SET
- DENOTES A LEAD PLUG FOUND
- DENOTES A LEAD PLUG SET
- △ DENOTES A TRAVERSE HUB SET
- ⊙ DENOTES A STANDARD CAPPED POST FOUND
- NF DENOTES NOTHING FOUND

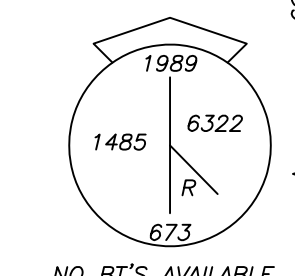
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99964818. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 81.9 METRES.

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION & INFRASTRUCTURE.

MOTI FILE NUMBER 2010-03845

A COVENANT IN FAVOUR OF VANCOUVER COASTAL HEALTH PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR SUBDIVISION.

PRELIMINARY



UTM ZONE 10 COORDINATES:
DATUM: NAD83(CSRS) 4.0.0.BC.1
UTM NORTHING: 5488919.971
UTM EASTING: 429708.585
ABSOLUTE ACCURACY: 0.03M

STRAIT LAND SURVEYING INC.
SEAMUS POPE, BCLS
BOX 61 (5689 DOLPHIN ST)
SECHLTU, BC V6V 3A0
T. 604.885.3237
21019-609.SD1

SCHEDULE B
PRELIMINARY LAYOUT REVIEWS



eDAS File #: 2010-03845

Date: Apr/06/2021

Wood Bay Community Development
Ltd., Inc. No. BC1277033;
c/o Ventureland Management Ltd
James E Green

Attention: Jim Green

**Re: Proposed 7-Lot Conventional Subdivision of
PID 015-937-011, DL 1485, New Westminster Group 1
PID 015-138-160, DL 6322, New Westminster Group 1**

Your application for preliminary review of the proposed subdivision as detailed above has been considered and this letter summarizes the additional information and requirements that are required for consideration of approval of the subdivision.

Although we have sought to list all the conditions, this letter does not constitute an approval. Upon further consideration, or review of additional information, changes or additions may occur

1. Applicant is to comply with layout proposal dated June 15, 2010 prepared by John C. Theed, BCLS.
2. Written confirmation from the Sunshine Coast Regional District that the conditions outlined in their subdivision condition letter dated October 6th, 2015 have been satisfied. Confirmation shall accompany final plans to this office.
3. Applicant is to enter into a Restrictive Covenant pursuant to Section 219 of the Land Title Act against proposed lots in favour of the Vancouver Coastal Health Authority as noted in the health authority letter dated August 18, 2010 regarding approved drain site locations for lots 22, 23, 24, 25 & 26. The restrictive covenant to be identified on a reference plan prepared by a BC Land Surveyor. Restrictive covenant is to have priority over all financial charges. The appropriate notation is to appear on all final plans.
4. Written confirmation from the Vancouver Coastal Health Authority that

Local District Address
Sechelt Area Office Box 356 Sechelt, BC V0N 3A0 Canada Phone: (604) 740-8987 Fax: (604) 740-8988

indicates domestic water supply requirements for lots 22, 23, 24, 25 & 26 have been approved. Confirmation shall accompany final plans to this office.

5. Applicant to enter into a restrictive covenant, pursuant to Section 219 of the Land Title Act, with the Minister of Transportation and Infrastructure to establish the conditions of the Geotechnical Assessment done by GeoTacTics Media (2007), dated November 18, 2009. The areas for 'Potential Building Sites' are to be the restrictive covenants and are to be identified on a reference plan prepared by a BCLS. Covenant to be registered with priority over all financial charges. Appropriate notation required on final plan.
6. Written confirmation from GeoPacific that the covenant and reference plan have been reviewed and that they both adequately reflect the findings of their report dated December 5th 2017.
7. Wood Bay Ridge Road to be dedicated through proposed lot 26 a minimum of ten (10) metres from existing mean centerline or three (3) metres beyond the extremities of cuts or fills, whichever is greater. All road infrastructure including the back side of ditches must be completely contained within the public right of way at the completion of construction.
8. Wood Bay Ridge Road shall be designed and constructed from the existing paved section to the end of the current public road right of way. Construction shall be in accordance with BC MOT Supplement to TAC Geometric Design Guide, Section 1400. The road shall be designed with 600mm culverts and paved to a seven (7) metre width, 0.5 metre shoulders and minimum 50mm asphalt thickness to the satisfaction of the District Manager of Transportation and Infrastructure.
9. The applicant shall include, in the design and construction of Wood Bay Ridge Road, a hammerhead turnaround at the end of the required road construction. The hammerhead shall be designed and constructed as per Section 1420.K or 1420.L of the BC Supplement to TAC.
10. Prior to commencement of any road works, the applicant shall provide to the Ministry, engineered drawings of the proposed road. The drawings must include, at minimum, a plan view, vertical alignment, horizontal alignment, cross section and drainage. The drawings shall be submitted in a manner and scale as per the Transportation Association of Canada (TAC) Geometric Design for Canadian Roads Manual and the BC Supplement to TAC Geometric Design Guide.
11. Any works subject to Ministry review that fall within the scope of engineering under the Engineers and Geoscientists Act will be performed by a professional Engineer and shall comply with the Ministry's Engineer of Record and Field Review Guidelines. The following must be adhered to:
 - a) Upon completion of the final design, and prior to construction, the Engineer of Record (EOR) shall execute and submit to the Ministry

representative and the original copy of the "Assurance of Professional Design and Commitment for Field Reviews" form H1252.

- b) The parties will confirm the assignment of field review responsibilities in accordance with the assignments noted in Schedule A - "Summary of Design and Field Review Assignments" form H1252a.
 - c) Upon completion of the construction, the EOR will submit an "Assurance of Professional Design - Post Construction" form H1253, attaching copies of any Assurance of Field Reviews and Compliance form H1254 upon which the EOR is relying.
12. The applicant is to retain a Professional Engineer to supervise and certify that all road construction has been completed in accordance with the Ministry's "Standard Specifications for Highway Construction". The engineer shall be responsible for submission of inspection reports, photographs of different stages of construction, a list of material sources, sieve analysis of all granular material and compaction testing results. Compaction testing results shall be a minimum of one test at ten (10) metre increments or stations, all road base materials shall be compacted to such that 100% Standard Proctor Density is achieved as described in the latest edition of the "Standard Specifications for Highway Construction, Section 202".
 13. The applicant is to provide electronic "As-built" or record drawings in PDF format prepared and signed by a Professional Engineer indicating that all construction is to Ministry of Transportation and Infrastructure standards. The final drawings are to show all utilities and underground works.
 14. Access to proposed lots fronting Wood Bay Ridge Road shall be designed, constructed and paved in a location acceptable to the District Manager Transportation prior to final subdivision approval.
 15. Provincial records indicate that the parent parcel is located in an area with low potential to contain an archaeological site protected by the Heritage Conservation Act. As such, the Provincial Approving Officer has no objections to the proposed subdivision proceeding without the need for an archaeological impact assessment.

However, the applicant should be aware that there is still a chance that the property may contain unrecorded archaeological material that is protected under the Heritage Conservation Act. This would most likely be indicated by the presence of areas of dark stained soils containing conspicuous amounts of fire-stained or fire-broken rock, artifacts such as arrowheads and other stone tools, or even buried human remains. If such material is encountered during demolition or construction, a Heritage Conservation Act Permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.

Please contact the Archaeology and Registry Services branch immediately at

250-952-4300 if archaeological site deposits are encountered on the subject property.

16. All relevant legal documentation, covenants, final plans, fees, TX55 tax form and written confirmation shall be submitted in one package to this office.
17. Final plans to be prepared by a BCLS and shall be identified with the file number 2010-03845 directly below the Approving Officer's signature block.

Completion of the matters outlined above will not automatically bring approval. Changes to acts, regulations, bylaws, fees, or other matters happen from time to time and may impact your proposal. This preliminary review of the subdivision proposal is valid for one year however it may be reconsidered at any time. After one year the applicant is advised to make written request for an extension.

Submission of final plans and documents to be accompanied by a current tax certificate to show proof all property taxes are paid, together with a plan examination fee of \$50.00 plus \$100.00 per lot for a total of \$750.00. If paying by cheque, make payable to the Minister of Finance.

If you have any questions or wish to set up an appointment, please do not hesitate to call Kattia Woloshyniuk at (236) 468-1926.

Please quote file number 2010-03845 when contacting this office. We encourage you to make use of our online file system eDAS to track the progress of your application.

Signed on behalf of Provincial Approving Officer by



Kattia Woloshyniuk
A/ Senior Development Officer



eDAS File #: 2018-02389

Date: Apr/06/2021

Wood Bay Community
Development Ltd., Inc. No.
BC1277033;
c/o Ventureland Management
Ltd
James E Green

Attention: James E Green

Re: Proposed 6 Lot Conventional Subdivision of:

PID: 015-937-011, District Lot 1485, Group 1, NWD, Except Plans 13528, 19922, 20166, LMP26373, BCP17413, BCP39164 and BCP45712;

**PID: 027-762-475, Lot 19, District Lot 1485, Group 1, NWD, Plan BCP39164;
Wood Bay Ridge Road**

Your application for preliminary review of the proposed subdivision as detailed above has been considered and this letter summarizes the additional information and requirements that are required for consideration of approval of the subdivision.

Although we have sought to list all the conditions, this letter does not constitute an approval. Upon further consideration, or review of additional information, changes or additions may occur

1. The applicant shall comply with the requirements of the Sunshine Coast Regional District's letter dated August 27, 2018. Written confirmation from the regional district that the subdivision complies with all applicable bylaws shall be submitted with the final plans.
2. The applicant shall comply with the requirements of the Vancouver Coastal Health Authority's letter dated March 26th, 2019. Written confirmation from the health authority that their concerns have been addressed shall be submitted with the final plans.
3. As covenants are required to address concerns raised by the Ministry and/or other agencies, the necessary notation listing the covenant holders and the number of covenants for each shall be included on the plan image.

Local District Address
Sechelt Area Office Box 356 Sechelt, BC V0N 3A0 Canada Phone: (604) 740-8987 Fax: (604) 740-8988

4. The necessary Approving Officer statement in the covenants required as a condition of approval of the proposed subdivision must be included on the Form D of the covenant document.
5. Wood Bay Heights Road from the end of the existing paved road to the east property line of Proposed Lot 30 shall be engineered and built to Ministry of Transportation and Infrastructure Local Road paved standards as specified in Chapter 1400 of the BC Supplement to TAC Manual.

Attached for your information is a Geometric Design Criteria Sheet outlining design parameters for a Local Road.

Infrastructure that will be maintained by the Ministry upon completion of the subdivision shall include climate change considerations within the design. The Professional Engineer undertaking the road design shall follow the Engineers & Geoscientists British Columbia guideline Developing Climate Change-Resilient Designs for Highway Infrastructure in British Columbia (Interim) and a completed Design Criteria Sheet for Climate Change Resilience shall be included with the design drawings.

The applicant is to retain a Professional Engineer to supervise and certify that all road construction has been completed in accordance with the latest edition of the Ministry's Standard Specifications for Highway Construction. The Professional Engineer shall be responsible for submission of inspection reports, photographs of different stages of construction, a list of material sources, sieve analysis of all granular material and compaction testing results. Compaction testing results shall be a minimum of one test at ten (10) metre increments or stations and all road base materials shall be compacted such that 100% Standard Proctor Density is achieved as described in Section 202 of the Standard Specifications for Highway Construction.

Engineered projects within Ministry of Transportation and Infrastructure rights-of-way or proposed right-of-way dedications must comply with this Ministry's Engineer of Record and Field Review Guidelines which can be found on our website at http://www.th.gov.bc.ca/publications/Circulars/All/T_Circ/2009/t06-09%20.pdf.

The following must be adhered to:

- a) Upon completion of the final design, and prior to construction, the Engineer of Record (EOR) shall execute and submit to the Ministry representative the signed original Assurance of Professional Design and Commitment for Field Reviews (Form H1252).
- b) The parties will confirm the assignment of field review responsibilities in accordance with the assignments noted in Schedule A - Summary of Design and Field Review Assignments (Form H1252a).
- c) Upon completion of the construction the EOR will submit an Assurance

of Professional Design - Post Construction (Form H1253), attaching copies of any Assurance of Field Reviews and Compliance (Form H1254) upon which the EOR is relying.

The applicant shall provide the Ministry with engineered drawings of the proposed road prior to commencement of any construction. The drawings must include, at minimum, a plan view, vertical alignment, horizontal alignment, cross section and drainage. The drawings shall be submitted in a manner and scale as per the Transportation Association of Canada (TAC) Geometric Design for Canadian Roads Manual and the BC Supplement to TAC Geometric Design Guide.

The applicant shall provide record drawings in PDF format prepared and signed by a Professional Engineer indicating that all construction has been completed to Ministry of Transportation and Infrastructure standards. The record drawings must show all utilities and underground works.

Any required culverts shall have a minimum diameter of 600mm.

A road works permit is required for any road construction within an existing road right-of-way.

6. The Ministry file number 2018-02389 shall be included on the plan image.
7. All relevant documentation, covenants, final plans, fees, rural property tax report and written confirmations shall be submitted in one package to this office.

Completion of the matters outlined above will not automatically bring approval. Changes to acts, regulations, bylaws, fees, or other matters happen from time to time and may impact your proposal. This preliminary review of the subdivision proposal is valid for one year however it may be reconsidered at any time. After one year the applicant is advised to make written request for an extension.

Submission of final plans and documents to be accompanied by a current tax certificate to show proof all property taxes are paid, together with a plan examination fee of \$50.00 plus \$100.00 per lot for a total of \$650.00. If paying by cheque, make payable to the Minister of Finance.

If you have any questions or wish to set up an appointment, please do not hesitate to call Kattia Woloshyniuk at (236) 468-1926. Please quote file number 2018-02389 when contacting this office. We encourage you to make use of our online file system eDAS to track the progress of your application.

Signed on behalf of Provincial Approving Officer by



Kattia Woloshyniuk
A/ Senior Development Officer

SCHEDULE C
PERMITTED USES

1011 RU2 Zone (Rural Two)

1011 On a parcel in an RU2 Zone,

Permitted Uses

1011.1 except as otherwise permitted in Part V of this bylaw the following and no other uses are permitted:

- (1) garden nursery;
- (2) agriculture;
- (3) keeping of poultry or rabbits subject to Part 502 (2) and (3) of this bylaw;
- (4) home occupation subject to Part 502 (10) of this bylaw;
- (5) bed and breakfast subject to Part 502 (11) of this bylaw;
- (6) forest management;
- (7) the maximum permitted number and type of dwelling units is calculated according to Table IV in which Column I lists the parcel size and Column II lists the maximum permitted number and type of dwelling units:

TABLE IV

COLUMN I

COLUMN II

Where parcel size is:

The maximum permitted number and type of dwelling is:

(a) less than 1 hectare with the exception of Electoral Area E where the parcel size is 8000 square metres

one single family dwelling

(b) 1 hectare to 4 hectares

two single family dwellings or one duplex or one single family dwelling and one transition house

(c) 4 hectares and up

three single family dwellings and one auxiliary dwelling unit, or one duplex, one single family dwelling and one auxiliary dwelling unit

there shall be a maximum of two dwellings in Electoral Area E

*table continued
on next page*

Notwithstanding (a-c) the following shall apply within the West Howe Sound Official Community Plan boundary, as outlined on Appendix 2 to Bylaw 310.141:

- | | |
|--------------------------------|--|
| (i) Less than 1.5 hectares | One single family dwelling |
| (ii) Greater than 1.5 hectares | Up to a maximum of two single family dwellings or one duplex |
-

1011.2 with a parcel size exceeding 3500 square meters the additional permitted uses are:

- (1) the keeping of livestock;
 - (2) the raising of fish for domestic consumption;
 - (3) vehicle repair and maintenance provided that:
 - (a) there is no storage outside of an enclosed building;
 - (b) no such building shall exceed 4.5 meters in height;
 - (c) the required setback from all parcel lines is 7.5 meters;
 - (d) the floor area of such a building shall not exceed 75 square meters;
 - (e) with the exception of Electoral Area E, where the parcel size must be 8000 square metres to qualify for the use described in Section 1011.2
- (3) (a-d);

1011.3 with a parcel size exceeding 8000 square meters the additional permitted uses are:

- (1) wildlife rehabilitation centres;
- (2) tourist information centre, provided that:
 - (a) the building does not exceed 4.5m in height
 - (b) the maximum gross floor area does not exceed 185m²

1011.4 with a parcel size exceeding 1.75 hectares the additional permitted uses are:

- (1) campground and recreational vehicle sites provided that the maximum permitted number of campsites and recreational vehicle sites is ten per hectare of land;
- (2) animal shelters, kennel only in Electoral Areas E and F
- (3) a single fully enclosed building to house manufacturing or storage provided that:
 - (a) there is no storage outside of an enclosed building;
 - (b) no such building shall exceed 4.5 meters in height;
 - (c) the required setback from all parcel lines is 7.5 meters;
 - (d) the floor area of such a building shall not exceed 75 square meters;
- (4) construction camp;
- (5) sawmill and shakemill excluding chippers and planers provided that the use is limited to a site area not exceeding 1000 square meters;
- (6) equipment repair and maintenance provided that the use is limited to a fully enclosed building;
- (7) horse riding, training or boarding facility;
- (8) the keeping of less than 50 pigs;

1011.5 with a parcel size equal to or exceeding 8 hectares, the additional permitted use is a cannabis production facility

Siting of Structures

- 1011.6 no structure shall be located within:
- (1) 5 meters of the front or rear parcel line;
 - (2) 1.5 meters of the side parcel line;
 - (3) 4.5 meters of the side parcel line where the side parcel line is contiguous to a highway;

Setback

- 1011.7 (1) unless otherwise provided for under Section 1011.4, all uses listed in Sections 1011.3 and 1011.4 shall not be sited within 15 meters of any parcel line;
- (2) no building used as a cannabis production facility under Section 1011.5 shall be located within 60 metres of a parcel line

Parcel Coverage

1011.8 the parcel coverage of all buildings and structures shall not exceed 15% of the parcel size except when the parcel is equal to or less than 2000 square metres in area in which case the parcel coverage shall not exceed 35%;

Buildings Per Parcel

1011.9 subject to compliance with all other provisions of this bylaw more than one principal building may be permitted.

Site Specific Uses

- 1011.10 A maximum of 10 sleeping cabins are permitted on Block 2 District Lot 3380 Plan 4341, subject to the following regulations:
- (1) No cooking or sanitary facilities shall be contained within any sleeping cabin.
 - (2) No person shall occupy any sleeping cabin for transient accommodation for more than 10 days in any calendar month.
- 1011.11 In addition to the uses permitted in Sections 1011.1 to 1011.5 the following uses are permitted on Lot 1, DL 1657, Plan VAP23053, PID 016-713-541:
- (1) general contractor facility;
 - (2) equipment works yard;

- (3) storage and sale of landscape products such as topsoil, bark mulch, gravel and sand;
- (4) concrete batch plant;
- (5) third dwelling, in the form of a manufactured home, auxiliary to the uses in (a) – (d) to be used for the purpose of housing a caretaker or watchman.

1011.12 In addition to the uses permitted in Sections 1011.1 to 1011.3, the following use is permitted on Block 6 except; Part Now Road Plan LMP1312, District Lot 1657, Plan 4563 and Block 7 except; Part Now Road Plan LMP1312, District Lot 1657, Plan 4563:

- (1) concrete batch plant

1011.13 **Conditions of Use**

On Lot 1, DL 1657, Plan VAP23053, PID 016-713-541 the following conditions apply:

- (1) For vehicle repair and maintenance, despite Sections 1011.2 (3):
 - i. there is no storage outside of an enclosed building;
 - ii. no such building shall exceed 7.5 metres in height;
 - iii. the total floor area of such buildings shall not exceed 600 square metres;
 - iv. the required setback from all parcel lines is 7.5 metres.
- (2) For manufacturing or storage, despite Sections 1011.4 (3):
 - i. there is no storage outside of an enclosed building;
 - ii. more than one building is permitted;
 - iii. no such building shall exceed 7.5 metres in height;
 - iv. the total floor area of such buildings shall not exceed 600 square metres;
 - v. the required setback from all parcel lines is 7.5 metres.
- (3) For equipment works yard:
 - i. more than one site area may be used;
 - ii. the use shall be screened by a solid fence or landscaping;
 - iii. the maximum total site area shall be one hectare.

1011.14 Notwithstanding Section 1011.1 (7) (a), an auxiliary dwelling is permitted on Lot 7 District Lot 1582 Group 1 New Westminster District Plan LMP22397.

SCHEDULE D
DRAFT BUILDING SCHEME

**WOOD BAY COMMUNITY DEVELOPMENT LTD.
"WOOD BAY SUBDIVISION"**

**SCHEDULE OF RESTRICTIONS
DECLARATION OF BUILDING SCHEME**

The lands described in the attached Form 35 (Declaration of Building Scheme) and referred to herein collectively as the "Lots" and individually referred to as a "Lot";

1. None of the restrictions set forth in this Building Scheme replace any applicable bylaws or applicable laws, or any obligations and liabilities imposed by statute or common law on the owners and occupiers from time to time of the Lots, all of which shall be duly observed and complied with.
2. No single wide mobile, double wide mobile, or manufactured home, shall be permitted on the Lots under any circumstances (modular homes are permitted).
3. No transition homes shall be constructed or allowed to operate on any of the Lots.
4. No yurts or similar tent-like temporary structures may be located on any portion of a Lot.
5. No recreational vehicle (trailer, camper, motor home, or similar temporary abode) shall be maintained as a residence on any of the Lots, except during construction of a dwelling in which case a recreational vehicle, or similar temporary abode, may be used from the date the Sunshine Coast Regional District issues the first valid building permit to construct the dwelling to the month that is the 18 month after the building permit was issued.
6. No metal, wire or chain-link fences shall surround the Lots, unless they are in conjunction with a tree hedge on minimum 4 foot centres & minimum 4 feet in height from ground level.
7. No roosters, chickens or livestock are allowed on any Lot.
8. No building and construction materials may be stored on the Lots except during construction, and such materials must be removed upon completion of the work unless stored within an enclosed garage or workshop.
9. No motorized, or non-motorized vehicles, machinery, or equipment, may be parked or stored in the yard of a Lot, unless located within an enclosed garage or enclosed outbuilding. General yard storage is acceptable, if appropriately screened by shrubbery or fencing from adjacent properties and public roads.
10. No garbage, rubbish or trash shall be kept upon any Lot except in covered bear-proof receptacles.

11. No unlicensed, wrecked or partially wrecked motor vehicles, or any salvage materials or goods intended for resale, shall be stored, kept, or permitted to be kept, or stored, on the Lots, unless in an enclosed garage or outbuilding.
12. No outbuilding or secondary dwelling, of any kind, shall be constructed or located on a Lot unless the design, exterior face, roof, finishing, and quality, compliment the primary dwelling located on the Lot.
13. No signs, billboards, notice, or advertisement, of any kind shall be placed upon a Lot, or upon any structure, including, outbuildings and fences, regardless if permanent or temporary, with the exception of a conventional sign indicating that a Lot/dwelling is for sale, or a conventional sign for Home Occupation with sizes as regulated by the Sunshine Coast Regional District Zoning Bylaws.
14. No residence shall be occupied by any person, or persons, regardless of the length of the occupancy, until the residence has been issued a final occupancy permit by the Sunshine Coast Regional District.
15. No exterior mechanical, electrical, or telecommunication equipment, including antennas and satellite dishes, propane tanks, air conditioning equipment, generators, transformers shall be located where such equipment is visible from the road areas or from neighbouring Lots, and in any event, shall not create a nuisance for the neighbouring Lot Owners.
16. No commercial farming, of any kind, shall be conducted on the Lots.
17. The Developer expressly reserves the right to exempt any Lot or Lots remaining undisposed of at the time the exemption takes effect from all or any of the restrictions and benefits in this Building Scheme.
18. The Developer is not responsible to ensure compliance with the terms of this Building Scheme by any Owner, nor is the Developer responsible to perform or not perform any of its rights or obligations granted under this Building Scheme.
19. No owner shall commence any proceedings to enforce the provisions of this Building Scheme unless they agree to be solely responsible for all costs, claims, losses, and damages that may arise from the Owner commencing the claim, and that may arise therefrom in the event the Owner is not successful in such claim.
20. The Developer shall not be responsible to abate or cure any breach of this Building Scheme by an Owner, and the abatement or cure will be the sole responsibility of the Owner.

END OF DOCUMENT

SCHEDULE E

**DRAFT EASEMENTS OVER A PORTION OF LOT 23, LOT 24,
LOT 25, LOT 26 AND THE REMAINDER OF DL6322**



1. Application

**OSTROSKY LAW CORPORATION
201 1001 GIBSONS WAY
GIBSONS BC V0N 1V8
604-886-5361**

2. Description of Land

PID/Plan Number	Legal Description
EPP112363	LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363
EPP112363	LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363
EPP112363	LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363
EPP112363	LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363
EPP112363	REMAINDER OF DL6322 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363



3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Over part of Lot 23 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Dominant Lands: Lot 22 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 24 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 25 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 26 District Lot 1485 Group 1 New Westminster District Plan EPP112363 and Remainder of DL6322 Plan EPP112363
EASEMENT		Over part of Lot 24 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Dominant Lands: Lot 22 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 23 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 25 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 26 District Lot 1485 Group 1 New Westminster District Plan EPP112363 and Remainder of DL6322 Plan EPP112363
EASEMENT		Over part of Lot 25 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Dominant Lands: Lot 22 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 23 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 24 District Lot 1485 Group 1 New Westminster District Plan EPP112363 Lot 26 District Lot 1485 Group 1 New Westminster District Plan EPP112363 and Remainder of DL6322 Plan EPP112363



EASEMENT

**Over part of Lot 26 District Lot 1485 Group 1
New Westminster District Plan EPP112363**

Dominant Lands:

**Lot 22 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

**Lot 23 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

**Lot 24 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

**Lot 25 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

and

Remainder of DL6322 Plan EPP112363

EASEMENT

**Over part of Remainder of DL6322 Plan
EPP112363**

Dominant Lands:

**Lot 22 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

**Lot 23 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

**Lot 24 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

**Lot 25 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

and

**Lot 26 District Lot 1485 Group 1 New
Westminster District Plan EPP112363**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WOOD BAY COMMUNITY DEVELOPMENT LTD.

6. Transferee(s)

WOOD BAY COMMUNITY DEVELOPMENT LTD. 1760 ROSEBERY AVENUE WEST VANCOUVER BC V7V 2Z4	BC1277033
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7. Additional or Modified Terms



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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Wood Bay Community Development Ltd.

By their Authorized Signatory

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT is made as of the ____ day of _____ 2021

WHEREAS:

- A. The Lot 22 Owner is the registered owner in fee simple of that parcel of land legally described as:
Lot 22 District Lot 1485 Group 1 New Westminster District Plan EPP112363 ("Lot 22")
- B. The Lot 23 Owner is the registered owner in fee simple of that parcel of land legally described as:
Lot 23 District Lot 1485 Group 1 New Westminster District Plan EPP112363 ("Lot 23")
- C. The Lot 24 Owner is the registered owner in fee simple of that parcel of land legally described as:
Lot 24 District Lot 1485 Group 1 New Westminster District Plan EPP112363 ("Lot 24")
- D. The Lot 25 Owner is the registered owner in fee simple of that parcel of land legally described as:
Lot 25 District Lot 1485 Group 1 New Westminster District Plan EPP112363 ("Lot 25")
- E. The Lot 26 Owner is the registered owner in fee simple of that parcel of land legally described as:
Lot 26 District Lot 1485 Group 1 New Westminster District Plan EPP112363 ("Lot 26")
- F. The Remainder of DL6322 is the registered owner in fee simple of that parcel of land legally described as:
Remainder of DL6322 Group 1 New Westminster District Plan EPP112363 ("Remainder of DL6322")
- G. There is or will be constructed on Lot 23, Lot 24, Lot 25, Lot 26 and Remainder of DL6322, equipment and appurtenance used for the transmission and distribution of electrical energy or for telecommunication purposes, for the non-exclusive use of Lot 22, Lot 23, Lot 24, Lot 25, Lot 26 and Remainder of DL6322, and for that purpose the parties wish to enter into this Agreement and grant these easements.

THEREFORE, this Agreement witnesses that in consideration of the sum of \$1.00 now paid by each party hereto to each other party, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

Article 1

DEFINITIONS AND INTERPRETATION

Definitions

1. In this Agreement, including the recitals hereto, the following words and phrases shall have the following meanings:
 - a. **"Lot 23 Easement"** means the easement granted by the Lot 23 Owner to the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, pursuant to Article 2, section 2, of this Agreement which charges and encumbers the lands comprising Lot 23, for the benefit of and appurtenant to the land comprising Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, as described in Part 1 of the attached Form C General Instrument;

- b. **“Lot 23 Easement Area”** means that portion of the lands comprising Lot 23 which are shown within the black outline on Reference Plan EPP112366, certified by Seamus Pope, B.C.L.S., a reduced copy of which is attached;
- c. **“Lot 24 Easement”** means the easement granted by the Lot 24 Owner to the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, pursuant to Article 3, section 6, of this Agreement which charges and encumbers the lands comprising Lot 24, for the benefit of and appurtenant to the land comprising Lot 22, Lot 23, Lot 25, Lot 26 and Remainder of DL6322, as described in Part 1 of the attached Form C General Instrument;
- d. **“Lot 24 Easement Area”** means that portion of the lands comprising Lot 24 which are shown within the black outline on Reference Plan EPP112366, certified by Seamus Pope, B.C.L.S., a reduced copy of which is attached;
- e. **“Lot 25 Easement”** means the easement granted by the Lot 25 Owner to the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, pursuant to Article 4, section 10, of this Agreement which charges and encumbers the lands comprising Lot 25, for the benefit of and appurtenant to the land comprising Lot 22, Lot 23, Lot 24, Lot 26 and Remainder of DL6322, as described in Part 1 of the attached Form C General Instrument;
- f. **“Lot 25 Easement Area”** means that portion of the lands comprising Lot 25 which are shown within the black outline on Reference Plan EPP112366, certified by Seamus Pope, B.C.L.S., a reduced copy of which is attached;
- g. **“Lot 26 Easement”** means the easement granted by the Lot 26 Owner to the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, pursuant to Article 5, section 14, of this Agreement which charges and encumbers the lands comprising Lot 26, for the benefit of and appurtenant to the lands comprising Lot 22, Lot 23, Lot 24, Lot 26 and Remainder of DL6322, as described in Part 1 of the attached Form C General Instrument;
- h. **“Lot 26 Easement Area”** means that portion of the lands comprising Lot 26 which are shown within the black outline on Reference Plan EPP112366, certified by Seamus Pope, B.C.L.S., a reduced copy of which is attached;
- i. **“Remainder of DL6322 Easement”** means the easement granted by the Remainder of DL6322 Owner to the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL1485 Owner, pursuant to Article 6, section 18, of this Agreement which charges and encumbers the lands comprising Lot 26, for the benefit of and appurtenant to the lands comprising Lot 22, Lot 23, Lot 24, Lot 25 and Lot 26, as described in Part 1 of the attached Form C General Instrument;
- j. **“Remainder of DL6322 Easement Area”** means that portion of the lands comprising Remainder of DL6322 which are shown within the black outline on Reference Plan EPP112366, certified by Seamus Pope, B.C.L.S., a reduced copy of which is attached;
- k. **“Land Title Act”** means the *Land Title Act* (British Columbia), as amended from time to time;
- l. **“Works”** means insulators, transformers, conduits, cables, wires and fibre optic cables installed on Lot 23 Easement Area, Lot 24 Easement Area, Lot 25 Easement Area, Lot 26 Easement Area and Remainder of DL6322 Easement Area, for the transmission and distribution of electrical energy or for telecommunication purposes and other equipment and appurtenances of every kind which the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, may require to provide above and below ground utilities, including electrical and telephone service for the benefit of Lot 22, Lot 23, Lot 24, Lot 25, Lot 26 and Remainder of DL6322.
- m. The Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6233 Owner, are together called the **“Owners”**;

Article 2
LOT 23 EASEMENT

DOMINANT LANDS:

Lot 22, Lot 24, Lot 25, Lot 26 and
Remainder of DL6322

SERVIENT LANDS:

Lot 23

Grant of Easement to Lot 23 Owner

2. The Lot 23 Owner, as the registered and beneficial owner of the parcel of land comprising Lot 23, hereby grants to each of the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, as the registered and beneficial owners of the parcel of land comprising Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, and to the Lot 24 Owner's, Lot 25 Owner's, Lot 26 Owner's and Remainder of DL6322 Owner's, invitees, servants, agents, workmen, contractors, licensees, lessees, tenants and other necessary and desirable parties, the full, free and uninterrupted non-exclusive right, licence, liberty and easement, in perpetuity, in common with the Lot 23 Owner and all other persons having the express or implied permission of the Lot 23 Owner, at all times to:
 - a. install and affix, permanently, structures on the Lot 23 Easement Area, for the purposes of installing, constructing, stringing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing the Works;
 - b. enter over, on, under and through the Lot 23 Easement Area for the purposes of constructing, repairing and maintaining the Works;
 - c. carry onto the Lot 23 Easement Area all materials, tools and equipment required to construct, repair and maintain the Works;
 - d. remove from the Lot 23 Easement Area and all parts thereof anything which in the reasonable opinion of the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, constitutes an obstruction to carrying out the construction, repair and maintenance of the Works; and
 - e. do all acts which in the reasonable opinion of the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, are incidental to the construction, repair, and maintenance to the Works.

Covenants of the Lot 23 Owner

3. The Lot 23 Owner hereby covenants with each of the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, that:
 - a. subject to the following terms, the Lot 23 Owner will not excavate, install, erect, place or maintain any building or structure on any portion of the Lot 23 Easement Area which interferes with the use and enjoyment by the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, of the Lot 23 Easement Area for the purposes set forth herein; provided, however, that nothing herein contained shall prohibit or restrict the Lot 23 Owner from installing, erecting, placing, replacing, repairing and maintaining utilities and other services and equipment including, without limitation, water and sewer lines, within the Lot 23 Easement Area provided that such utilities and other services and equipment are installed above or below the surface of the Lot 23 Easement Area in accordance with good construction practices and provided further that the Lot 23 Owner shall, at the Lot 23 Owner's sole cost and expense, promptly repair and make good any damage caused to the Works as a result of the installation, erection, placement, replacement, repair or maintenance of such services and equipment;

- b. the Lot 23 Owner will execute all further documents and things whatsoever for the better assuring unto the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, of the Easements hereby created; and
- c. the Lot 23 Owner will permit the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, to peaceably hold and enjoy the Easements hereby created.

Covenants of the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner

- 4. The Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, each, hereby covenant with the Lot 23 Owner to:
 - a. Not use or enjoy any part of the Lot 23 Easement Area except in accordance with the reservations and restrictions set out herein.
 - b. Not install or erect any works under or below the surface of the Lot 23 Easement Area which interfere with any utilities and other services and equipment installed, erected or placed in the Easement Area by the Lot 23 Owner in accordance with Article 2, section 3(a), and, in the event that any of the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, or any of their invitees, servants, agents, workmen, contractors, licensees, lessees or tenants shall cause any damage to any utilities, services or equipment installed, erected or placed in the Lot 23 Easement Area by the Lot 23 Owner in accordance with Article 2, section 3(a), the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, shall, at its sole cost and expense, promptly repair and make good all such damage.
 - c. Execute and deliver such further and other instruments and plans as may be necessary to implement and carry out the intent of this Agreement, and without limiting the generality of the foregoing, execute any plan of subdivision with respect to Lot 23 if so required by the Lot 23 Owner.

Indemnities Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner

- 5. The Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, each covenant and agree to indemnify and save harmless the Lot 23 Owner in respect of any actions, causes of action, suits, damage, loss, costs, claims and demands of any nature whatsoever arising out of the exercise of the rights hereby granted to the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, in connection with the Lot 23 Easement and the Lot 23 Easement Area or the failure by the Lot 22 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, to honor and perform its obligations hereunder with respect to any injury to any person or persons, including death, and any damage to or loss of property suffered by the Lot 23 Owner and others, except to the extent of negligence or willful misconduct of the Lot 23 Owner or persons for whose conduct the Lot 23 Owner is in law responsible.

Article 3
LOT 24 EASEMENT

DOMINANT LANDS:

Lot 22, Lot 23, Lot 25, Lot 26 and
Remainder of DL6322

SERVIENT LANDS:

Lot 24

Grant of Easement to Lot 24 Owner

6. The Lot 24 Owner, as the registered and beneficial owner of the parcel of land comprising Lot 24, hereby grants to each of the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, as the registered and beneficial owners of the parcel of land comprising Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, and to the Lot 22 Owner's, Lot 23 Owner's, Lot 25 Owner's, Lot 26 Owner's and Remainder of DL6322 Owner's, invitees, servants, agents, workmen, contractors, licensees, lessees, tenants and other necessary and desirable parties, the full, free and uninterrupted non-exclusive right, licence, liberty and easement, in perpetuity, in common with the Lot 24 Owner and all other persons having the express or implied permission of the Lot 24 Owner, at all times to:
- a. install and affix, permanently, structures on the Lot 24 Easement Area, for the purposes of installing, constructing, stringing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing the Works;
 - b. enter over, on, under and through the Lot 24 Easement Area for the purposes of constructing, repairing and maintaining the Works;
 - c. carry onto the Lot 24 Easement Area all materials, tools and equipment required to construct, repair and maintain the Works;
 - d. remove from the Lot 24 Easement Area and all parts thereof anything which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, constitutes an obstruction to carrying out the construction, repair and maintenance of the Works; and
 - e. do all acts which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, are incidental to the construction, repair, and maintenance to the Works.

Covenants of the Lot 24 Owner

7. The Lot 24 Owner hereby covenants with each of the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, that:
- a. subject to the following terms, the Lot 24 Owner will not excavate, install, erect, place or maintain any building or structure on any portion of the Lot 23 Easement Area which interferes with the use and enjoyment by the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, of the Lot 24 Easement Area for the purposes set forth herein; provided, however, that nothing herein contained shall prohibit or restrict the Lot 24 Owner from installing, erecting, placing, replacing, repairing and maintaining utilities and other services and equipment including, without limitation, water and sewer lines, within the Lot 24 Easement Area provided that such utilities and other services and equipment are installed above or below the surface of the Lot 24 Easement Area in accordance with good construction practices and provided further that the Lot 24 Owner shall, at the Lot 24 Owner's sole cost and expense, promptly repair and make good any damage caused to the Works as a result of the installation, erection, placement, replacement, repair or maintenance of such services and equipment;

- b. the Lot 24 Owner will execute all further documents and things whatsoever for the better assuring unto the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, of the Easements hereby created; and
- c. the Lot 24 Owner will permit the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, to peaceably hold and enjoy the Easements hereby created.

Covenants of the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner

- 8. The Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, each, hereby covenant with the Lot 24 Owner to:
 - a. Not use or enjoy any part of the Lot 24 Easement Area except in accordance with the reservations and restrictions set out herein.
 - b. Not install or erect any works under or below the surface of the Lot 24 Easement Area which interfere with any utilities and other services and equipment installed, erected or placed in the Easement Area by the Lot 24 Owner in accordance with Article 3, section 7(a), and, in the event that any of the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, or any of their invitees, servants, agents, workmen, contractors, licensees, lessees or tenants shall cause any damage to any utilities, services or equipment installed, erected or placed in the Lot 24 Easement Area by the Lot 24 Owner in accordance with Article 3, section 7(a), the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, shall, at its sole cost and expense, promptly repair and make good all such damage.
 - c. Execute and deliver such further and other instruments and plans as may be necessary to implement and carry out the intent of this Agreement, and without limiting the generality of the foregoing, execute any plan of subdivision with respect to Lot 24 if so required by the Lot 24 Owner.

Indemnities Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner

- 9. The Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, each covenant and agree to indemnify and save harmless the Lot 24 Owner in respect of any actions, causes of action, suits, damage, loss, costs, claims and demands of any nature whatsoever arising out of the exercise of the rights hereby granted to the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, in connection with the Lot 24 Easement and the Lot 24 Easement Area or the failure by the Lot 22 Owner, Lot 23 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL6322 Owner, to honor and perform its obligations hereunder with respect to any injury to any person or persons, including death, and any damage to or loss of property suffered by the Lot 24 Owner and others, except to the extent of negligence or willful misconduct of the Lot 24 Owner or persons for whose conduct the Lot 24 Owner is in law responsible.

Article 4
LOT 25 EASEMENT

DOMINANT LANDS:

Lot 22, Lot 23, Lot 24, Lot 26 and
Remainder of DL6322

SERVIENT LANDS:

Lot 25

Grant of Easement to Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner

10. The Lot 25 Owner, as the registered and beneficial owner of the parcel of land comprising Lot 25, hereby grants to the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, as the registered and beneficial owners of the parcels of land comprising Lot 22, Lot 23, Lot 24, Lot 26 and Remainder of DL6322, and to the Lot 22 Owner's, Lot 23 Owner's, Lot 24 Owner's, Lot 26 Owner's and Remainder of DL6322 Owner's, invitees, servants, agents, workmen, contractors, licensees, lessees, tenants and other necessary and desirable parties, the full, free and uninterrupted non-exclusive right, licence, liberty and easement, in perpetuity, in common with the Lot 25 Owner and all other persons having the express or implied permission of the Lot 25 Owner, at all times to:

- a. enter over, on, under and through the Lot 25 Easement Area for the purposes of constructing, repairing and maintaining the Works;
- b. carry onto the Lot 25 Easement Area all materials, tools and equipment required to construct, repair and maintain the Works;
- c. remove from the Lot 25 Easement Area and all parts thereof anything which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, constitutes an obstruction to carrying out the construction, repair and maintenance of the Works; and
- d. do all acts which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, are incidental to the construction, repair and maintenance of the Works.

Covenants of the Lot 25 Owner

11. The Lot 25 Owner hereby covenants with the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, that:

- a. subject to the following terms, the Lot 25 Owner will not excavate, install, erect, place or maintain any building or structure on any portion of the Lot 25 Easement Area which interferes with the use and enjoyment by the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, of the Lot 25 Easement Area for the purposes set forth herein; provided, however, that nothing herein contained shall prohibit or restrict the Lot 25 Owner from installing, erecting, placing, replacing, repairing and maintaining utilities and other services and equipment including, without limitation, water and sewer lines, and other works within the Lot 25 Easement Area provided that such utilities and other services and equipment are installed above or below the surface of the Lot 25 Easement Area in accordance with good construction practices and provided further that the Lot 25 Owner shall, at the Lot 25 Owner's sole cost and expense, promptly repair and make good any damage caused to the Works as a result of the installation, erection, placement, replacement, repair or maintenance of such services and equipment;
- b. the Lot 25 Owner will execute all further documents and things whatsoever for the better assuring unto the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, of the Easements hereby created; and

- c. the Lot 25 Owner will permit the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, to peaceably hold and enjoy the Easements hereby created.

Covenants of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner

12. The Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, each hereby covenant with the Lot 25 Owner to:
 - a. Not use or enjoy any part of the Lot 25 Easement Area except in accordance with the reservations and restrictions set out herein.
 - b. Not install or erect any works under or below the surface of the Lot 25 Easement Area which interfere with any utilities and other services and equipment installed, erected or placed in the Easement Area by the Lot 25 Owner in accordance with Article 3, section 11(a), and, in the event that the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, or any of their respective invitees, servants, agents, workmen, contractors, licensees, lessees or tenants shall cause any damage to any utilities, services or equipment installed, erected or placed in the Lot 25 Easement Area by the Lot 25 Owner in accordance with Article 3, section 11(a), each of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, shall, at its sole cost and expense, promptly repair and make good all such damage.
 - c. Execute and deliver such further and other instruments and plans as may be necessary to implement and carry out the intent of this Agreement, and without limiting the generality of the foregoing, execute any plan of subdivision with respect to Lot 25 if so required by the Lot 25 Owner.

Indemnities Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner

13. Each of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, covenant and agree to indemnify and save harmless the Lot 25 Owner in respect of any actions, causes of action, suits, damage, loss, costs, claims and demands of any nature whatsoever arising out of the exercise of the rights hereby granted to the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, in connection with the Lot 25 Easement and the Lot 25 Easement Area or the failure by the Lot 24 Owner, Lot 26 Owner and Remainder of DL6322 Owner, to honor and perform its obligations hereunder with respect to any injury to any person or persons, including death, and any damage to or loss of property suffered by the Lot 25 Owner and others, except to the extent of negligence or willful misconduct of the Lot 25 Owner or persons for whose conduct the Lot 25 Owner is in law responsible.

Article 5
LOT 26 EASEMENT

DOMINANT LANDS:

Lot 22, Lot 23, Lot 24, Lot 25
and Remainder of DL6322

SERVIENT LANDS:

Lot 26 Owner

Grant of Easement to Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner

14. The Lot 26 Owner, as the registered and beneficial owner of the parcel of land comprising Lot 26, hereby grants to each of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, as the registered and beneficial owners of the parcels of land comprising Lot 22, Lot 23, Lot 24, Lot 25 and Remainder of DL6322, and to the Lot 22 Owner's, Lot 23 Owner's, Lot 24 Owner's, Lot 25 Owner's and Remainder of DL6322 Owner's, invitees, servants, agents, workmen, contractors, licensees, lessees, tenants and other necessary and desirable parties, the full, free and uninterrupted non-exclusive right, licence, liberty and easement, in perpetuity, in common with the Lot 26 Owner and all other persons having the express or implied permission of the Lot 26 Owner, at all times to:
- a. enter over, on, under and through the Lot 26 Easement Area for the purposes of constructing, repairing and maintaining the Works;
 - b. carry onto the Lot 26 Easement Area all materials, tools and equipment required to construct, repair and maintain the Works;
 - c. remove from the Lot 26 Easement Area and all parts thereof anything which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and/or Remainder of DL6322 Owner, constitutes an obstruction to carrying out the construction, repair and maintenance of the Works; and
 - d. do all acts which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and/or Remainder of DL6322 Owner, are incidental to the construction, repair and maintenance of the Works.

Covenants of the Lot 26 Owner

15. The Lot 26 Owner hereby covenants with each of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, that:
- a. subject to the following terms, the Lot 26 Owner will not excavate, install, erect, place or maintain any building or structure on any portion of the Lot 26 Easement Area which interferes with the use and enjoyment by the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, of the Lot 26 Easement Area for the purposes set forth herein; provided, however, that nothing herein contained shall prohibit or restrict the Lot 26 Owner from installing, erecting, placing, replacing, repairing and maintaining utilities and other services and equipment including, without limitation, water and sewer lines, and other works within the Lot 26 Easement Area provided that such utilities and other services and equipment are installed above or below the surface of the Lot 26 Easement Area in accordance with good construction practices and provided further that the Lot 26 Owner shall, at the Lot 26 Owner's sole cost and expense, promptly repair and make good any damage caused to the Works as a result of the installation, erection, placement, replacement, repair or maintenance of such services and equipment;
 - b. the Lot 26 Owner will execute all further documents and things whatsoever for the better assuring unto the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, of the Easements hereby created; and
 - c. the Lot 26 Owner will permit the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, to peaceably hold and enjoy the Easements hereby created.

Covenants of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner

16. The Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, each, hereby covenant with the Lot 26 Owner to:
- a. Not use or enjoy any part of the Lot 26 Easement Area except in accordance with the reservations and restrictions set out herein.
 - b. Not install or erect any works under or below the surface of the Lot 26 Easement Area which interfere with any utilities and other services and equipment installed, erected or placed in the Easement Area by the Lot 26 Owner in accordance with Article 4, section 15(a), and, in the event that the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, or any of their respective invitees, servants, agents, workmen, contractors, licensees, lessees or tenants shall cause any damage to any utilities, services or equipment installed, erected or placed in the Lot 26 Easement Area by the Lot 26 Owner in accordance with Article 4, section 15(a), the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, shall at its sole cost and expense, promptly repair and make good all such damage.
 - c. Execute and deliver such further and other instruments and plans as may be necessary to implement and carry out the intent of this Agreement, and without limiting the generality of the foregoing, execute any plan of subdivision with respect to Lot 26 if so required by the Lot 26 Owner.

Indemnities Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner

17. The Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner, each covenant and agree to indemnify and save harmless the Lot 26 Owner in respect of any actions, causes of action, suits, damage, loss, costs, claims and demands of any nature whatsoever arising out of the exercise of the rights hereby granted to the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner in connection with the Lot 26 Easement and the Lot 26 Easement Area or the failure by the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Remainder of DL6322 Owner to honor and perform its obligations hereunder with respect to any injury to any person or persons, including death, and any damage to or loss of property suffered by the Lot 26 Owner and others, except to the extent of negligence or willful misconduct of the Lot 26 Owner or persons for whose conduct the Lot 26 Owner is in law responsible.

Article 6
REMAINDER OF DL6322 EASEMENT

DOMINANT LANDS:

Lot 22, Lot 23, Lot 24, Lot 25 and Lot 26

SERVIENT LANDS:

Remainder of DL6322

Grant of Easement to Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner

18. The Remainder of DL6322 Owner, as the registered and beneficial owner of the parcel of land comprising Remainder of DL6322, hereby grants to each of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, as the registered and beneficial owners of the parcels of land comprising Lot 22, Lot 23, Lot 24, Lot 25 and Lot 26, and to the Lot 22 Owner's, Lot 23 Owner's, Lot 24 Owner's, Lot 25 Owner's and Lot 26 Owner's, invitees, servants, agents, workmen, contractors, licensees, lessees, tenants and other necessary and desirable parties, the full, free and uninterrupted non-exclusive right, licence, liberty and easement, in perpetuity, in common with the Remainder of DL6322 Owner and all other persons having the express or implied permission of the Remainder of DL6322 Owner, at all times to:

- a. enter over, on, under and through the Remainder of DL6322 Easement Area for the purposes of constructing, repairing and maintaining the Works;
- b. carry onto the Remainder of DL6322 Easement Area all materials, tools and equipment required to construct, repair and maintain the Works;
- c. remove from the Remainder of DL6322 Easement Area and all parts thereof anything which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, constitutes an obstruction to carrying out the construction, repair and maintenance of the Works; and
- d. do all acts which in the reasonable opinion of the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, are incidental to the construction, repair, and maintenance of the Works.

Covenants of the Remainder of DL6322 Owner

19. The Remainder of DL6322 Owner hereby covenants with each the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, that:

- a. subject to the following terms, the Remainder of DL6322 Owner will not excavate, install, erect, place or maintain any building or structure on any portion of the Remainder of DL6322 Easement Area which interferes with the use and enjoyment by the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, of the Remainder of DL6322 Easement Area for the purposes set forth herein; provided, however, that nothing herein contained shall prohibit or restrict the Remainder of DL6322 Owner from installing, erecting, placing, replacing, repairing and maintaining utilities and other services and equipment including, without limitation, water and sewer lines, and other works within the Remainder of DL6322 Easement Area provided that such utilities and other services and equipment are installed above or below the surface of the Remainder of DL6322 Easement Area in accordance with good construction practices and provided further that the Remainder of DL6322 Owner shall, at the Remainder of DL6322 Owner's sole cost and expense, promptly repair and make good any damage caused to the Works as a result of the installation, erection, placement, replacement, repair or maintenance of such services and equipment;

- b. the Remainder of DL6322 Owner will execute all further documents and things whatsoever for the better assuring unto the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, of the Easements hereby created; and
- c. the Remainder of DL6322 Owner will permit the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, to peaceably hold and enjoy the Easements hereby created.

Covenants of each the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner

20. The Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, each, hereby covenant with the Remainder of DL6322 Owner to:
- a. Not use or enjoy any part of the Remainder of DL6322 Easement Area except in accordance with the reservations and restrictions set out herein.
 - b. Not install or erect any works under or below the surface of the Remainder of DL6322 Easement Area which interfere with any utilities and other services and equipment installed, erected or placed in the Easement Area by the Remainder of DL6322 Owner in accordance with Article 6, section 19(a), and, in the event that the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, or any of their respective invitees, servants, agents, workmen, contractors, licensees, lessees or tenants shall cause any damage to any utilities, services or equipment installed, erected or placed in the Remainder of DL6322 Easement Area by the Remainder of DL6322 Owner in accordance with Article 6, section 19(a), the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, at its sole cost and expense, promptly repair and make good all such damage.
 - c. Execute and deliver such further and other instruments and plans as may be necessary to implement and carry out the intent of this Agreement, and without limiting the generality of the foregoing, execute any plan of subdivision with respect to Remainder of DL6322 if so required by the Remainder of DL6322 Owner.

Indemnities Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner

21. The Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner, Lot 26 Owner and Remainder of DL1485 Owner, each, covenant and agree to indemnify and save harmless the Remainder of DL6322 Owner in respect of any actions, causes of action, suits, damage, loss, costs, claims and demands of any nature whatsoever arising out of the exercise of the rights hereby granted to the Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, in connection with the Remainder of DL6322 Easement and the Remainder of DL6322 Easement Area or the failure by the Lot 22 Owner, Lot 23 Owner, Lot 24 Owner, Lot 25 Owner and Lot 26 Owner, to honor and perform its obligations hereunder with respect to any injury to any person or persons, including death, and any damage to or loss of property suffered by the Remainder of DL6322 Owner and others, except to the extent of negligence or willful misconduct of the Remainder of DL6322 Owner or persons for whose conduct the Remainder of DL6322 Owner is in law responsible.

Article 7

REPAIR AND MAINTENANCE OF THE WORKS

22. Subject to any terms set out in this Agreement, the costs of repair and maintenance of the Works shall be shared equally between the Owners.

Article 8

GENERAL PROVISIONS

Binding on Successors and Release from Covenants

23. This Agreement runs with the lands and with any subdivided parcel or parcels thereof.
24. 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.
25. The covenants of the Owners contained in this Agreement will be personal and binding upon the respective Owner only during that Owners ownership of the lands, but the Easement Area will nevertheless be and remain at all times charged herewith to the intent that upon the transfer of all of the interest of ownership in the Lot, the respective Lot Owner will be freed and discharged from the observance and performance thereafter of the covenants on the Lot Owner's part in respect of the Easement and the Easement Area and on the Lot Owner's part to be observed or performed.

Captions and Section Numbers

26. The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof

Extended Meanings

27. The words "hereof", "herein", "hereunder" and similar expressions used in any clause, paragraph or section of this Agreement shall relate to the whole of this Agreement and not to that clause, paragraph or section only, unless otherwise expressly provided.

Number and Gender

28. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context of this Agreement or the parties hereto so require.

Section References

29. Any reference to a particular "article", "paragraph", "section", "subsection" or other subdivision is to the particular article, section or other subdivision of this Agreement.

Governing Law

30. This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

Waiver

31. An alleged waiver of any breach of the terms 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 does not operate as a waiver of any other breach.

Severance

32. 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 the Agreement

and the rest of the Agreement remains in force unaffected by that holding or by the severance of that part.

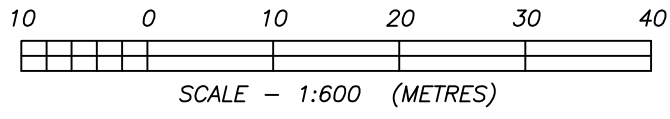
No Other Agreement

33. These terms constitute the entire agreement between the parties regarding its subject.

AS EVIDENCE to their Agreement to the above terms, the parties each have executed and delivered this Agreement by executing the Form C which this Agreement is attached to and forms part of this Agreement.

SCHEDULE A

Reference Plan EPP112366

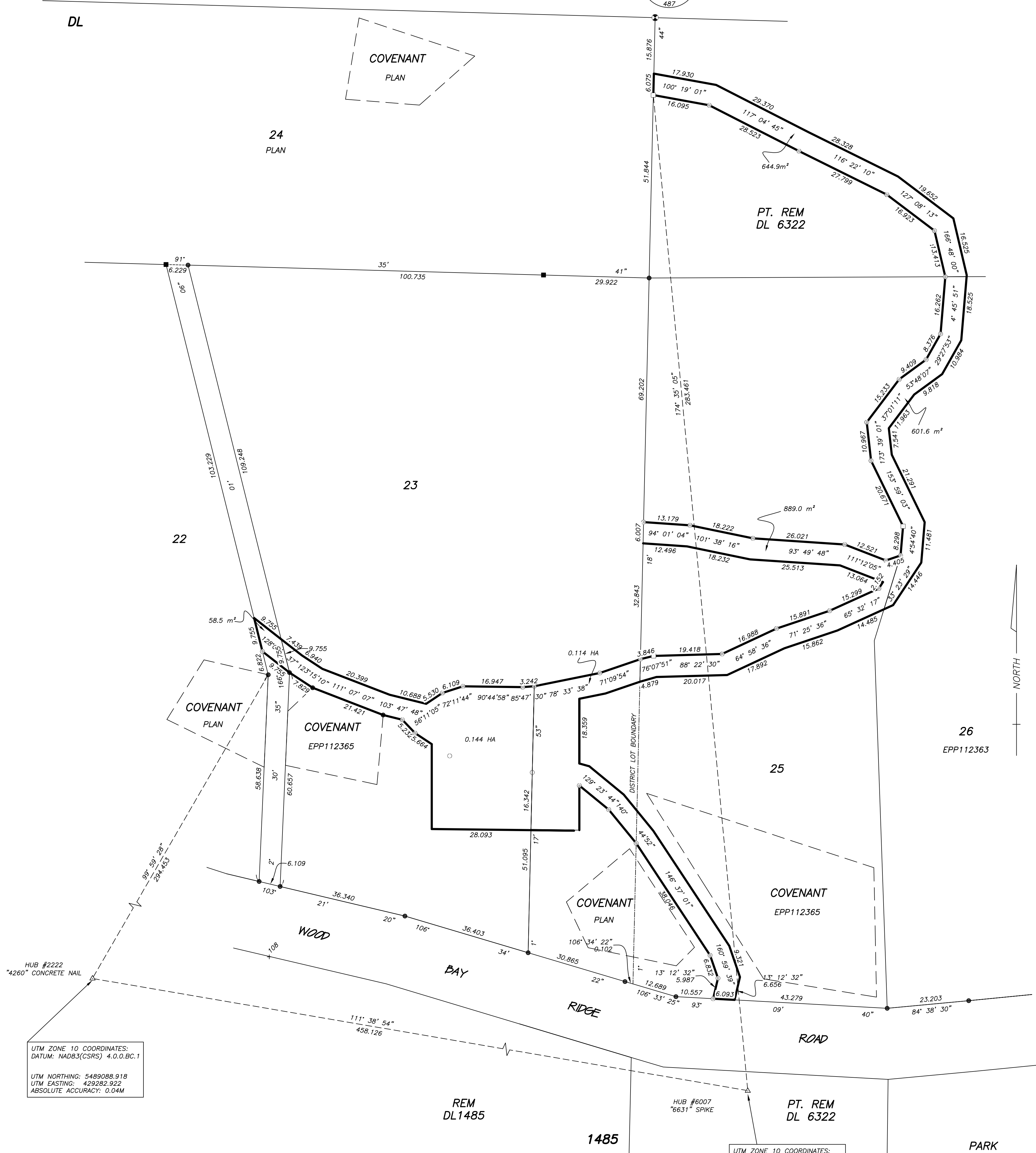
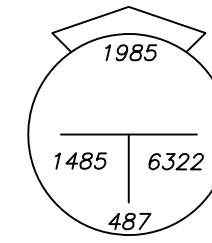


THE INTENDED PLOT SIZE OF THIS PLAN IS 559mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:600

BCGS MAP SHEET 92G.051

PRELIMINARY

UNSURVEYED CROWN LAND



UTM ZONE 10 COORDINATES:
DATUM: NAD83(CSRS) 4.0.0.BC.1
UTM NORTHING: 5489088.918
UTM EASTING: 429282.922
ABSOLUTE ACCURACY: 0.04M

UTM ZONE 10 COORDINATES:
DATUM: NAD83(CSRS) 4.0.0.BC.1
UTM NORTHING: 5489088.918
UTM EASTING: 429282.922
ABSOLUTE ACCURACY: 0.04M

THIS PLAN LIES WITHIN THE SUNSHINE COAST REGIONAL DISTRICT.
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 12TH DAY OF APRIL, 2019.
SEAMUS POPE, BCLS 923

LEGEND
GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY RTK GNSS OBSERVATIONS WITH REAL TIME CORRECTIONS FROM THE CAN-NET RTN AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE)
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY RTK GNSS TIES WITH REAL TIME CORRECTIONS FROM THE CAN-NET RTN.
● DENOTES A STANDARD IRON POST FOUND
○ DENOTES A STANDARD IRON POST SET
■ DENOTES A LEAD PLUG FOUND
□ DENOTES A LEAD PLUG SET
△ DENOTES A TRAVERSE HUB SET
⊗ DENOTES A PIPE POST FOUND
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99964818. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 81.9 METRES.

BOOK OF REFERENCE	
DESCRIPTION OF PARCEL	AREA
LOT 23 DL 1485 G.1 NWD PLAN EPP112363	0.144 HA
LOT 24 DL 1485 G.1 NWD PLAN EPP112363	58.5 m ²
LOT 25 DL 1485 G.1 NWD PLAN EPP112363	0.202 HA
LOT 26 DL 1485 G.1 NWD PLAN EPP112363	601.6 m ²
REM DL 6322 G.1 NWD	644.9 m ²

SCHEDULE F
DRAFT VANCOUVER COASTAL HEALTH COVENANTS



1. Application

<p>Ostrosky Law Corporation 201-1001 Gibsons Way Gibsons BC V0N 1V8 604-886-5361</p>

2. Description of Land

PID/Plan Number	Legal Description
EPP111363	LOT 22 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
EPP111363	LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
EPP111363	LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
EPP111363	LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
EPP111363	LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Over part of Lot 22
COVENANT		Over part of Lot 23
COVENANT		Over part of Lot 24
COVENANT		Over part of Lot 25
COVENANT		Over part of Lot 26

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WOOD BAY COMMUNITY DEVELOPMENT LTD.

6. Transferee(s)

<p>VANCOUVER COASTAL HEALTH AUTHORITY 5571 INLET STREET PO BOX 1040 SECHELT BC V0N 3A0</p>

7. Additional or Modified Terms

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Wood Bay Community Development Ltd.

By their Authorized Signatory

Print Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Vancouver Coastal Health Authority

By their Authorized Signatory

Print Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

This is an instrument required by the Approving Officer for subdivision Plan EPP111363 creating the condition or covenant entered into under s.219 of the Land Title Act
Provincial Approving Officer

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
RESTRICTIVE COVENANT

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lands.
- B. The Grantee is the **VANCOUVER COASTAL HEALTH AUTHORITY**.
- C. The Grantee has been designated by the Minister of Sustainable Resource Management under Section 219(3)(c) of the Land Title Act.
- D. The Grantor has agreed to register this covenant under Section 219 (4) of the *Land Title Act* to facilitate approval of the subdivision of the Lands and to effect the filing, prior to construction of a sewerage system, required under Section 8 of the Sewerage System Regulation of the *Public Health Act* (the "Regulation").

DEFINITIONS:

- a. The "**Transferor**" means the Transferor as set out in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1 and is referred to herein as the "Grantor".
- b. The "**Transferees**" mean the Transferees as set out in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1 as is referred to herein as the "Grantee".
- c. The "**Lands**" mean the lands described in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.

WITNESS THAT, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor hereby agrees to grant a covenant over a part of the Lands, pursuant to Section 219 of the *Land Title Act*, to the Grantee on the following terms:

- 1. the Grantor covenants and agrees:
 - (a) to set aside as a primary and reserve absorption field site, and use only for sewage disposal purposes that portion of the Lands outlined in black on the Reference Plan prepared by Seamus Pope, B.C.L.S., and dated _____ a reduced copy of which is attached hereto as Schedule A (herein referred to as "Covenant Area").
 - (b) The Grantor's use of the Covenant Area is further restricted to installation, repair and replacement of a sewerage system, as defined in the Regulation, constructed in accordance with procedures outlined in Section 8 and 9 of the Regulation.
 - (c) that the Grantor's use of the Covenant Area located on the Lands will continue to be restricted as set out in subparagraph 1(b) despite permission given to the Grantor by other authorities having jurisdiction to construct or occupy more than one dwelling on the Lands;
 - (d) that any sewerage system installed, constructed or brought on to the Lands shall be located only within the Covenant Area located on the lot unless other locations are available on the lot for additional systems that comply with the Regulation or the Municipal Sewerage Regulation under the *Environmental Management Act*;
 - (e) that, if under subparagraph 1(d) of this Agreement, there are locations available for a sewerage system other than in or on the Covenant Area located on the lot, the Covenant Area shall nevertheless continue to be set aside and reserved in accordance with subparagraph 1(a) hereof; and
- 2. For the purposes of this agreement, the terms "discharge area", "filing" and "sewerage system" shall have the meanings ascribed to them by the Sewerage System Regulations under the British Columbia Health Act and/or any successor legislation.

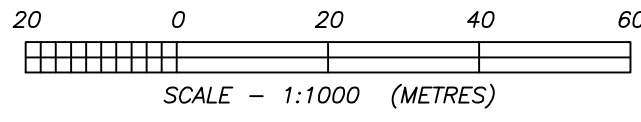
3. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision, or the breach of any provision, of this Agreement.
4. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Grantor.
5. The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury that the Grantor may sustain or suffer arising out of the issuance of a Permit under this Agreement or arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
6. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a Permit under this Agreement or arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
7. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or Agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
8. This Agreement shall be registered as a charge against the Lands and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
9. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement and shall provide the Grantee with a registered copy of it.
10. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Lands.
11. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual and shall continue to bind all of the Lands when subdivided, and shall be registered in the Vancouver/New Westminster Land Title Office pursuant to Section 219 of the Land Title Act as covenants in favour of the Grantee as a charge against the Lands.
12. This Agreement shall ensure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
13. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
14. The Grantor agrees to do or cause to be done all things and execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
15. This Agreement will be interpreted according to the laws of the Province of British Columbia.
16. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.

IN WITNESS WHEREOF this agreement has been duly executed and delivered by executing Page 1 of the Form C attached hereto.

SCHEDULE A
REFERENCE PLAN EPP111365

REFERENCE PLAN OF PARTS OF LOTS 22, 23, 24, 25, AND 26 DISTRICT LOT 1485 G.1 NWD PLAN EPP112363
 TO ACCOMPANY A COVENANT PURSUANT TO SECTION 99(1)(E) OF THE LAND TITLE ACT
 FOR SEPTIC PURPOSES

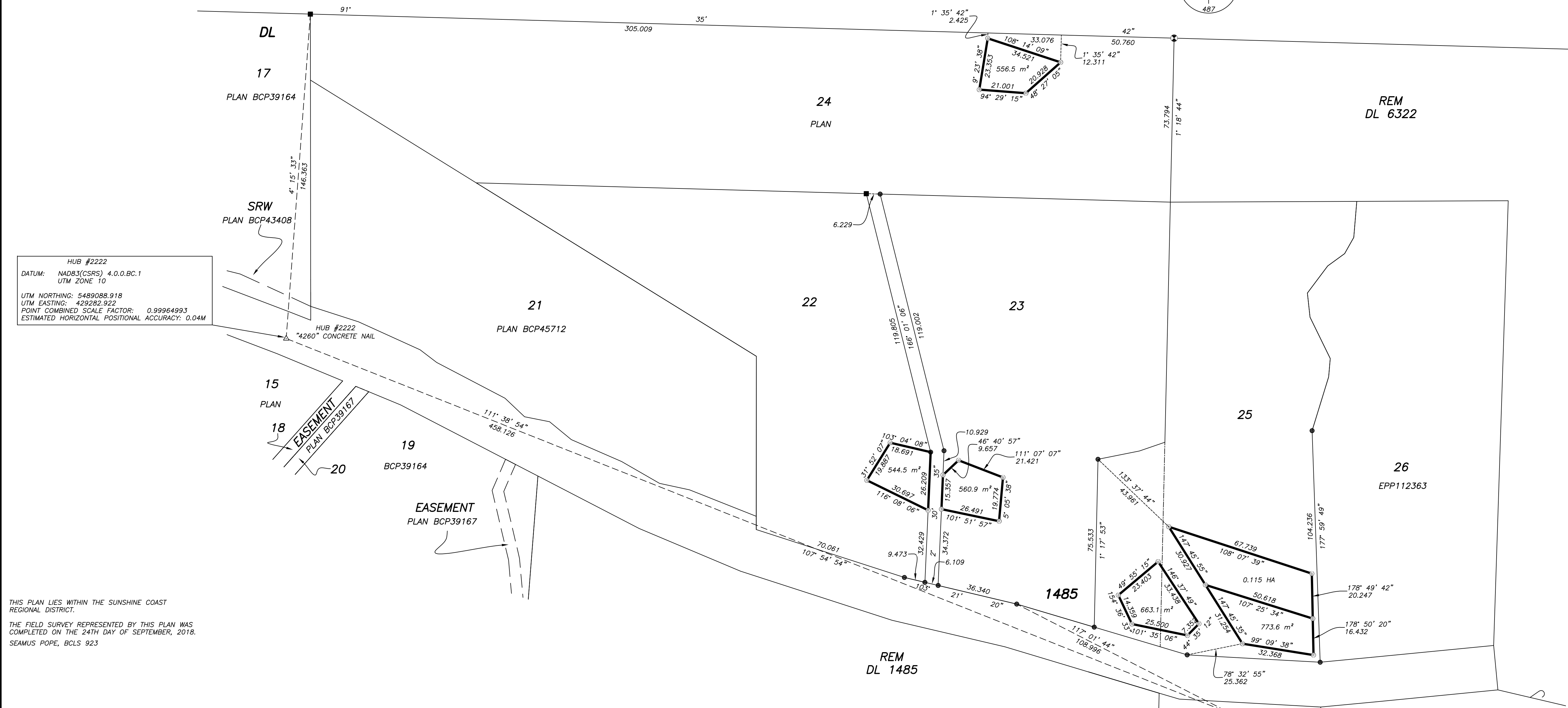
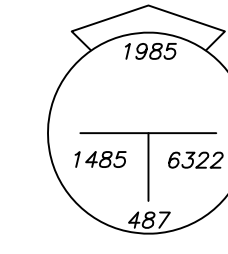
PLAN EPP112365



THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm
 IN WIDTH BY 559mm IN HEIGHT (D SIZE) WHEN
 PLOTTED AT A SCALE OF 1:1000

BCGS MAP SHEET 92G.051

UNSURVEYED CROWN LAND



HUB #2222
 DATUM: NAD83(CSRS) 4.0.0.BC.1
 UTM ZONE 10
 UTM NORTHING: 5489088.918
 UTM EASTING: 429282.922
 POINT COMBINED SCALE FACTOR: 0.99964993
 ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.04M

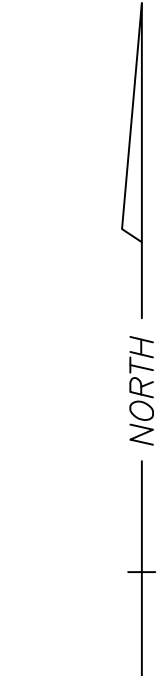
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 UTM ZONE 10
 UTM NORTHING: 5488919.971
 UTM EASTING: 429708.585
 POINT COMBINED SCALE FACTOR: 0.99964853
 ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.03M

THIS PLAN LIES WITHIN THE SUNSHINE COAST
 REGIONAL DISTRICT.
 THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
 COMPLETED ON THE 24TH DAY OF SEPTEMBER, 2018.
 SEAMUS POPE, BCLS 923

- LEGEND
- DENOTES A STANDARD IRON POST FOUND
 - DENOTES A STANDARD IRON POST SET
 - DENOTES A LEAD PLUG FOUND
 - △ DENOTES A TRAVERSE HUB SET
 - ⊙ DENOTES A STANDARD CAPPED POST FOUND

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS
 OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY
 GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF
 0.99964818. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED
 BASED ON AN ELLIPSOIDAL ELEVATION OF 81.9 METRES.

PRELIMINARY





1. Application

Ostrosky Law Corporation 201 1001 Gibsons Way Gibsons BC V0N 1V8 6048865361
--

2. Description of Land

PID/Plan Number	Legal Description
EPP112475	LOT 28 DISTRICT LOT 6384 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112475
EPP112475	LOT 29 DISTRICT LOT 6384 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112475
EPP112475	LOT 30 DISTRICT LOT 6384 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112475
EPP112475	LOT 31 DISTRICT LOT 6384 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112475

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Over part of Lot 28
COVENANT		Over part of Lot 29
COVENANT		Over part of Lot 30
COVENANT		Over part of Lot 31

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WOOD BAY COMMUNITY DEVELOPMENT LTD.

6. Transferee(s)

VANCOUVER COASTAL HEALTHY AUTHORITY 5571 INLET STREET PO BOX 1040 SECHELT BC V0N 3A0

7. Additional or Modified Terms



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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Wood Bay Community Development Ltd.

By their Authorized Signatory

Print Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Vancouver Coastal Health Authority

By their Authorized Signatory

Print Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

This is an instrument required by the Approving Officer for subdivision Plan EPP112475 creating the condition or covenant entered into under s.219 of the Land Title Act

Provincial Approving Officer

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
RESTRICTIVE COVENANT

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lands.
- B. The Grantee is the **VANCOUVER COASTAL HEALTH AUTHORITY**.
- C. The Grantee has been designated by the Minister of Sustainable Resource Management under Section 219(3)(c) of the Land Title Act.
- D. The Grantor has agreed to register this covenant under Section 219 (4) of the *Land Title Act* to facilitate approval of the subdivision of the Lands and to effect the filing, prior to construction of a sewerage system, required under Section 8 of the Sewerage System Regulation of the *Public Health Act* (the "Regulation").

DEFINITIONS:

- a. The "**Transferor**" means the Transferor as set out in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1 and is referred to herein as the "Grantor".
- b. The "**Transferees**" mean the Transferees as set out in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1 as is referred to herein as the "Grantee".
- c. The "**Lands**" mean the lands described in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.

WITNESS THAT, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor hereby agrees to grant a covenant over a part of the Lands, pursuant to Section 219 of the *Land Title Act*, to the Grantee on the following terms:

1. the Grantor covenants and agrees:

(a) to set aside as a primary and reserve absorption field site, and use only for sewage disposal purposes that portion of the Lands outlined in black on the Reference Plan prepared by Seamus Pope, B.C.L.S., and dated _____ a reduced copy of which is attached hereto as Schedule A (herein referred to as "Covenant Area").

(b) The Grantor's use of the Covenant Area is further restricted to installation, repair and replacement of a sewerage system, as defined in the Regulation, constructed in accordance with procedures outlined in Section 8 and 9 of the Regulation.

(c) that the Grantor's use of the Covenant Area located on the Lands will continue to be restricted as set out in subparagraph 1(b) despite permission given to the Grantor by other authorities having jurisdiction to construct or occupy more than one dwelling on the Lands;

(d) that any sewerage system installed, constructed or brought on to the Lands shall be located only within the Covenant Area located on the lot unless other locations are available on the lot for additional systems that comply with the Regulation or the Municipal Sewerage Regulation under the *Environmental Management Act*;

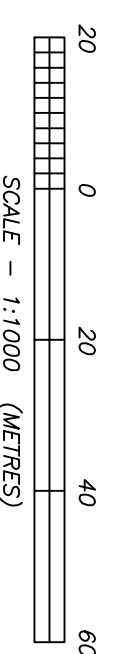
(e) that, if under subparagraph 1(d) of this Agreement, there are locations available for a sewerage system other than in or on the Covenant Area located on the lot, the Covenant Area shall nevertheless continue to be set aside and reserved in accordance with subparagraph 1(a) hereof; and

2. For the purposes of this agreement, the terms "discharge area", "filing" and "sewerage system" shall have the meanings ascribed to them by the Sewerage System Regulations under the British Columbia Health Act and/or any successor legislation.

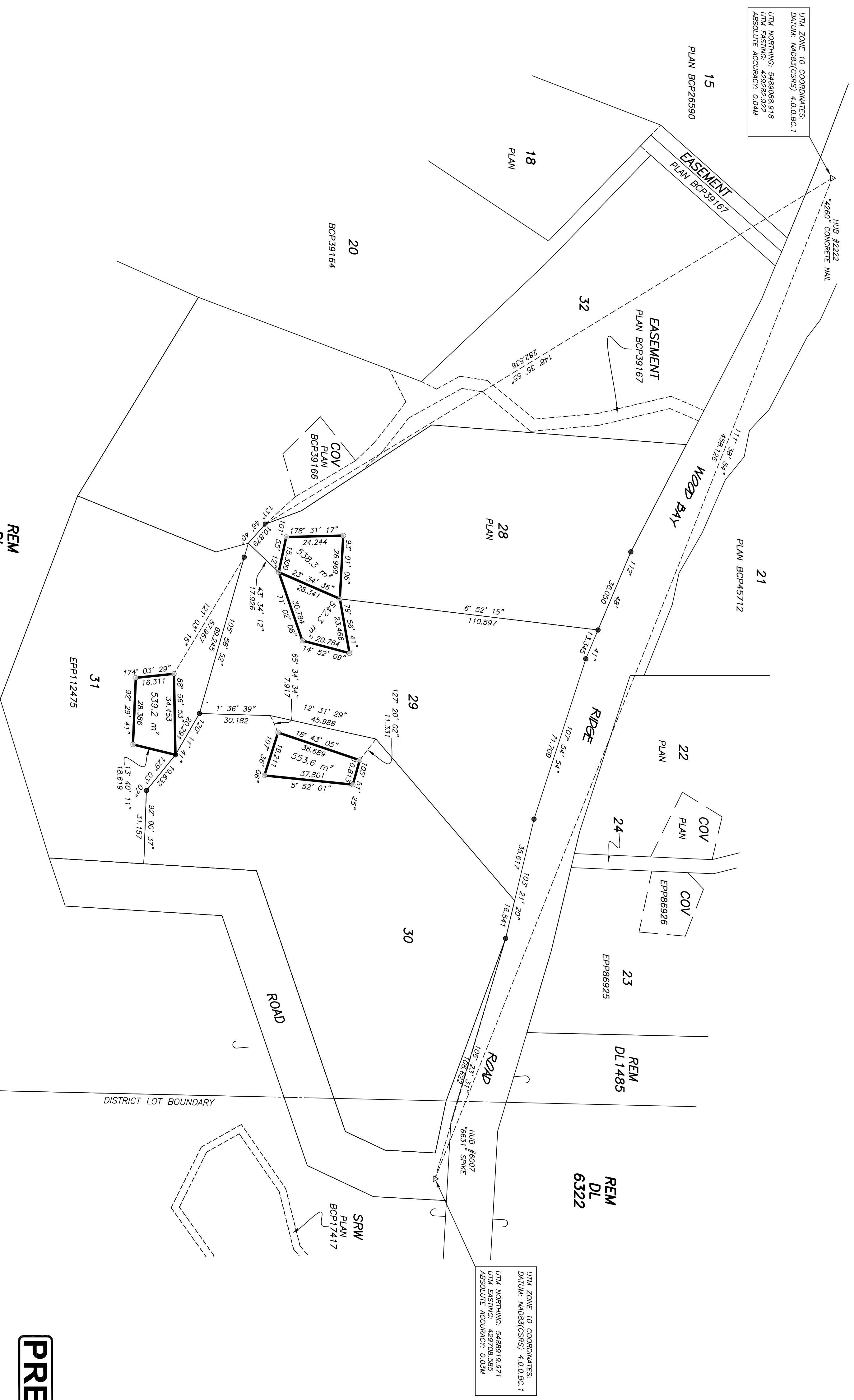
3. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision, or the breach of any provision, of this Agreement.
4. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Grantor.
5. The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury that the Grantor may sustain or suffer arising out of the issuance of a Permit under this Agreement or arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
6. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a Permit under this Agreement or arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
7. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or Agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
8. This Agreement shall be registered as a charge against the Lands and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
9. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement and shall provide the Grantee with a registered copy of it.
10. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Lands.
11. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual and shall continue to bind all of the Lands when subdivided, and shall be registered in the Vancouver/New Westminster Land Title Office pursuant to Section 219 of the Land Title Act as covenants in favour of the Grantee as a charge against the Lands.
12. This Agreement shall ensure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
13. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
14. The Grantor agrees to do or cause to be done all things and execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
15. This Agreement will be interpreted according to the laws of the Province of British Columbia.
16. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.

IN WITNESS WHEREOF this agreement has been duly executed and delivered by executing Page 1 of the Form C attached hereto.

SCHEDULE A
REFERENCE PLAN EPP112476



THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN LENGTH BY 594mm IN WIDTH (0 SIZE) WHEN PRINTED AT A SCALE OF 1:1000
 BCOS MAP SHEET 92G.051



PRELIMINARY

THIS PLAN LIES WITHIN THE SUNSHINE COAST REGIONAL DISTRICT
 THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE XXTH DAY OF XXXXXX, 2021.
 SEAWUS POPE, BCLS 923

LEGEND

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY RTK GNSS OBSERVATIONS WITH REAL TIME CORRECTIONS FROM THE CAN-NET RIN AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE)

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACQUIRED ARE DERIVED FROM DUAL FREQUENCY RTK GNSS TIES WITH REAL TIME CORRECTIONS FROM THE CAN-NET RIN.

- DENOTES A STAMPED IRON POST FOUND
- DENOTES A TRAVELER HUB SET
- △ DENOTES A TRAVELER HUB SET

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED, AND VERTICAL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99964818. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOID ELEVATION OF 81.9 METRES.

SCHEDULE G
STATUTORY RIGHT OF WAY GD28211

FEB 28 12 41 9
 RECEIVED
 LAND TITLE OFFICE
 VER LAND TITLE ACT
 FORM 17
 (Section 152(1))

GD028211
 2/2

APPLICATION

**Nature of Charge: Statutory
 Right-of-Way**
 (which is necessary for the
 operation and maintenance of
 the grantee's undertaking).

Parcel Identifier No.(s):

Full name, address and
 telephone number of person
 present at registration

PATRICK S. JULIAN

Barrister & Solicitor
 28th FLOOR

661-0876

700 WEST GEORGIA STREET

VANCOUVER B.C.

~~Signature of Applicant or
 Authorized Agent~~ *Solicitor*

Herewith Fees of \$35.00
 Address of person entitled to
 be registered as owner, if
 different than shown in in-
 strument

F449(89/1)

R/W No. M130-130

**PACIFIC COAST ENERGY CORPORATION
 GRANT OF STATUTORY RIGHT-OF-WAY
 BRITISH COLUMBIA**

BETWEEN:

DUNGANNON DEVELOPMENT CORPORATION, a company
 duly incorporated under the laws of the
 Province of British Columbia with an office at
 410 - 171 West Esplanade, North Vancouver,
 British Columbia, V7M 3J9
 (Inc. # 183369)
 (herein called "Grantor")

FORM 1 (SECTION 36)
 MULTIPURPOSE OF REGISTRATION
 Registered on application received on
 the day and time written hereon.
 L. J. O'SHEA, Registrar of the
 Vancouver Land Title Office

OF THE FIRST PART

AND:

PACIFIC COAST ENERGY CORPORATION, a body corporate
 with head office at 12 - 2253 Wilgress Road,
 Nanaimo, British Columbia, V9S 4N3, Incorporation
 #236352

(herein called "Grantee")

02/28/90 06629 CHG. NOM 35.00
 OF THE SECOND PART

WHEREAS:

A. Grantor is registered or entitled to become registered
 as owner of an estate in fee simple, subject, however, to such
 encumbrances, liens and interests as are notified by memorandum
 underwritten, in all that certain tract of land situate in the
 Province of British Columbia, being more particularly described as
 follows:

28211

- 2 -

Vancouver Assessment District
District Lot 1485 except those portions included
in Plan 13528 and Plan 19922

(herein called the "Lands of Grantor"); and

B. Grantor has agreed to grant Grantee a right-of-way on the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto agree as follows:

1. Grantor does hereby grant, convey and transfer unto Grantee, its successors and assigns, the right, license, liberty, privilege and easement to use the Lands of Grantor for a right-of-way to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing, all such drips, valves, fittings, meters and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto for the carriage, conveyance and transportation of natural and artificial gas, oil and other gaseous or liquid hydrocarbons and any products or by-products thereof (all of which are herein called the "pipeline").

2. Grantor acknowledges the receipt of \$1,000 from Grantee as consideration for the grant of right-of-way herein.

The right-of-way shall be that portion of the Lands of Grantor shaded red on the sketch plan attached as Schedule "1" hereto (the "Right-of-Way") and shall be a strip of land not more than EIGHTEEN DECIMAL THREE (18.3) metres in perpendicular width lying between lines parallel to and situate such number of metres as may be designated by Grantee from each side of the surveyed line and the surveyed line produced or the initial pipeline, as located by Grantee in connection with its undertaking, and shown in the survey referred to in Clause 5 herein.

4. Grantee shall have and is hereby given the right to use such of the Lands of Grantor as may reasonably be required by Grantee immediately adjacent to either side of Right-of-Way in connection with the construction, repair or replacement of the pipeline and for ingress to and egress from the Right-of-Way for its servants, agents, contractors and sub-contractors with vehicles, supplies and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges herein granted for so long as Grantee desires to exercise the same, and Grantee shall restore the surface of such lands.

28211

- 3 -

5. Grantor and Grantee mutually agree to deposit a plan of the Right-of-Way based upon a survey in accordance with the requirements of the Land Title Act, R.S.B.C. 1979, and regulations of the Surveyor General in the proper Land Title Office, such plan and the survey upon which it is based defining the Right-of-Way hereinabove referred to shall in all respects thereafter establish, govern and define the Right-of-Way.

The Registrar of Land Titles is authorized to make such entries in the register as may be necessary to give effect to the foregoing.

Grantee shall cause a survey to be conducted and a plan produced in accordance with the sketch plan attached as Schedule "1" hereto and shall deliver a copy of the said plan to the Grantor prior to depositing the plan in the proper Land Title Office.

6. Notwithstanding any provision in this Agreement and notwithstanding any rights Grantor may have at law or in equity, should Grantee fail to pay any amount payable hereunder, Grantor's sole remedy shall be to recover from Grantee such amount payable hereunder and any interest payable thereon, and Grantor shall in no event, for whatever reason, interfere with, hinder, molest or interrupt Grantee in its enjoyment of any of the rights, licenses, liberties, privileges or easements hereby granted.

7. In the event Grantee shall not have either deposited a plan of the Right-of-Way, as provided for in Clause 5 herein, or shall not have commenced operations upon the Lands of Grantor for the laying of the pipeline within three years from the date hereof, this Agreement and the rights, license, liberties and privileges hereby granted shall thereupon terminate, and Grantee agrees thereupon to execute and file such documents as may be necessary to effect a termination of its rights and interests in the Lands of Grantor under this Agreement.

8. Grantor shall not, without the prior written consent of Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Right-of-Way any pit, well, foundation, pavement or other structure or installation, but otherwise Grantor shall have the right fully to use and enjoy the Right-of-Way subject always to and so as not to interfere with the easements, rights and privileges hereby granted and conferred upon Grantee.

9. Grantee shall pay Grantor and/or other interested parties, as their respective interests for the time being may appear, for all damages including damages done to any buildings, crops, pasture, fences, drains, timber, livestock, or other improvements on the Lands of Grantor by reason of the exercise of the rights hereby granted.

28211

- 4 -

10. Grantee (insofar as it is practicable so to do) shall bury and maintain all pipe and other installations so as not to interfere unreasonably with the drainage or ordinary cultivation of the Lands of Grantor.

11. Subject to Clause 12 herein, and notwithstanding any rule of law or equity, the pipeline brought on to, and/or erected upon or buried in or under the Right-of-Way by Grantee shall remain the property of Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by Grantee, its successors and assigns.

12. Grantee may at any time for any reason whatsoever, at its election on notice in writing to Grantor, terminate this Agreement and the same thereafter shall be of no further effect and Grantee shall stand relieved of all obligations with respect to the payment of compensation and/or damages other than accrued to the date of termination; ALWAYS PROVIDED, HOWEVER, that upon any such termination, Grantee, if this Agreement shall then have been registered, shall forthwith at its expense procure a discharge thereof.

13. Upon the termination of this Agreement and release of all the rights hereby granted, Grantee shall have abandoned the pipeline and may, if it so elects, leave the pipeline or any part thereof in place but will restore the surface of the Right-of-Way to the same condition so far as may be practicable so to do, as it was prior to the entry thereon and the use thereof by Grantee.

14. Grantee performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of Grantor or of any person claiming by, through, under or in trust for Grantor.

15. All notices to be given hereunder may be given by registered letter addressed to Grantor at 410 - 171 West Esplanade, North Vancouver, British Columbia, V7M 3J9 and to Grantee at 1333 West Georgia Street, Vancouver, British Columbia, V6E 3K9 or such other address as Grantor and Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee three (3) days after the mailing thereof, postage prepaid and registered.

16. Neither this Agreement nor anything herein contained shall affect or prejudice Grantee's statutory rights, present or future, to acquire the Right-of-Way or any other portion or portions of the Lands of Grantor as may be provided for by law, which rights Grantee may exercise in its discretion.

28211

- 5 -

17. Nothing herein contained shall be deemed to vest in Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the Right-of-Way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the pipeline.

18. If at the date hereof Grantor is not the sole owner of the Lands of Grantor, this Agreement shall nevertheless bind Grantor to the full extent of Grantor's interest therein, and if Grantor shall later acquire a greater or the entire interest, this Agreement shall likewise extend to such after-acquired interests.

19. Grantee covenants and agrees to indemnify and save harmless Grantor from any and all liabilities, damages, costs, claims, suits or actions arising by reason of the exercise of the rights hereby granted to Grantee save and except liabilities, damages, costs, claims, suits or actions arising through the gross negligence or wilful misconduct of Grantor.

20. The rights, liberties, privileges 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, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto respectively and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 6th day of February, 1990.

The Common Seal of DUNGANNON DEVELOPMENT CORPORATION was hereunto affixed in the presence of:

(C/S)

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

PACIFIC COAST ENERGY CORPORATION

Per: [Signature]
Land Representative

28211

**LAND TITLE ACT
FORM 6
(Section 46)**

PROOF OF EXECUTION BY CORPORATION

I certify that on the 6th day of February, 1990, at North Vancouver, in British Columbia,

L. THOMAS SYMONS

who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of **DUNGANNON DEVELOPMENT CORPORATION** and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

In testimony of which I set my hand at the City of North Vancouver, Province of British Columbia, this 6th day of February, 1990.





Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia.

DAVID D. HOUGH

***Delete as appropriate

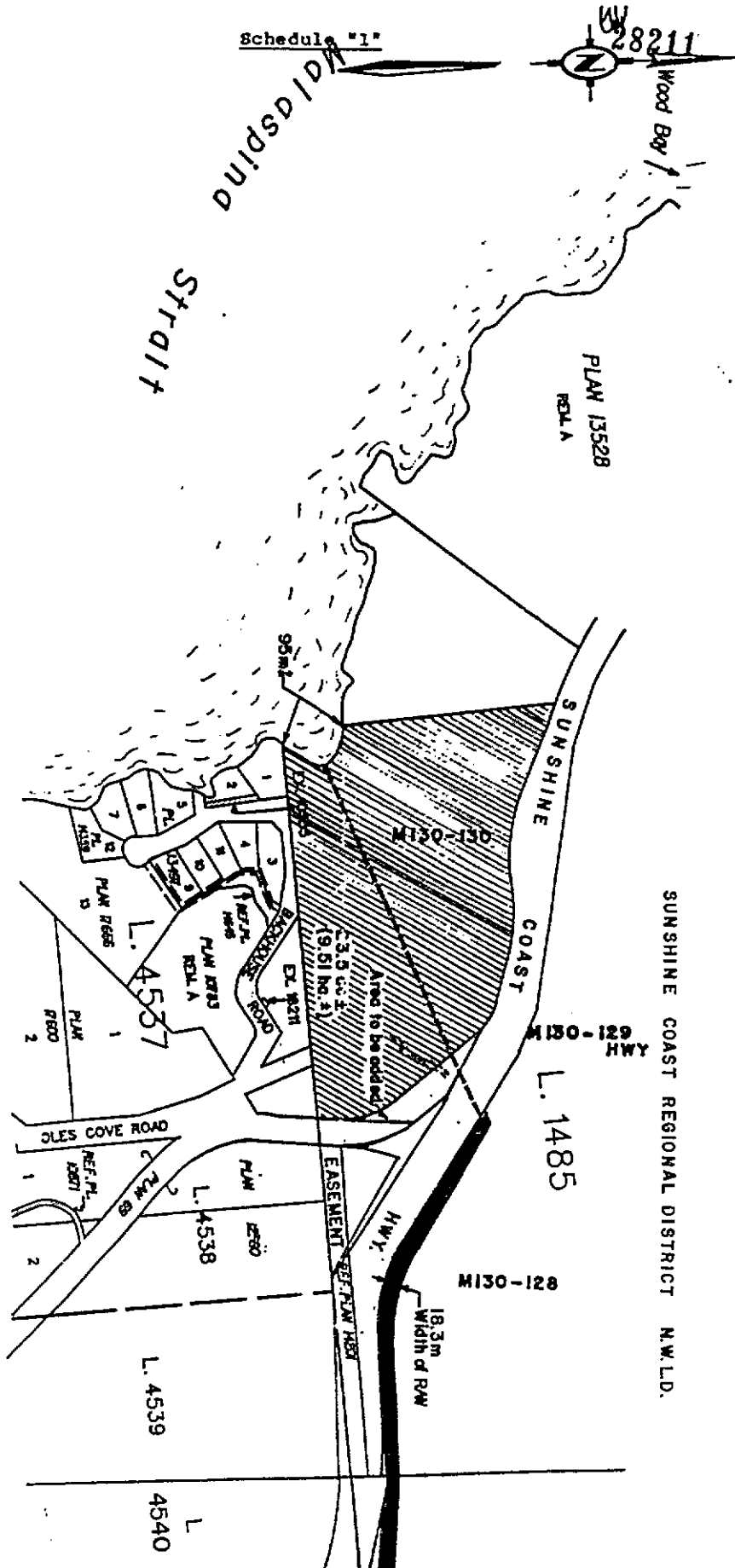
LEGEND

 Area to be acquired in Fee-Simple

 Area to be acquired in Right-of-Way

PACIFIC COAST ENERGY CORPORATION

06:120,1989



11585 (P)

11585 (P)

28211

END ..

DATED: February , 1990

BETWEEN:

DUNCANNON DEVELOPMENT CORPORATION

AND: OF THE FIRST PART;

PACIFIC COAST ENERGY CORPORATION
OF THE SECOND PART;

STATUTORY RIGHT-OF-WAY

FARRIS, VAUGHAN, WILLS &
MURPHY
Barristers and Solicitors
P.O. Box 10026, Pacific Centre
700 West Georgia Street
Vancouver, B.C.
V7Y 1B3

RJJ:bn

File No.: 18-419

SCHEDULE H
Covenant BJ375503

12 50
LAND TITLE ACT
FORM C
(SECTION 219.81)
OFFICE OF THE REGISTRAR
Province of British Columbia

BJ375503

95 DEC -6 12 11

BJ375504

LAND TITLE OFFICE
NEW WESTMINSTER
VANCOUVER

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 12 pages ¹⁹

1. APPLICATION (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Gina Bush, Legal Secretary c/o Thompson & Elliott, Barristers and Solicitors, 8th Floor 1285 West Broadway, Vancouver, B.C. V6H 3X8 (731-1161) File No. (COVENANT.1) [PLA 9/7/94-par 2-No Build] *Gina Bush*
NANCY RINTOUL, AGENT

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
15 9/7/01
SEE SCHEDULE

3. NATURE OF INTEREST: * (DOCUMENT REFERENCE) PERSON ENTITLED TO INTEREST
(DESCRIPTION) (page and paragraph)
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No. 12/06/95 H1186d CHARGE 100.00
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *
375703 BRITISH COLUMBIA LTD. (Inc. No. 375703)
Dungannon Development Corporation (Inc. No. 183369)
457833 B.C. Ltd. Incorporation # 457833

6. TRANSFEREE(S): (including postal address(es) and Postal Code(s)) *
HER MAJESTY THE QUEEN, in Right of the Province of British Columbia, as presented by the Ministry of Transportation and Highways, Parliament Buildings, Victoria, B.C. V8V 1X5

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(s)

Party(ies) Signature(s)

JOHN D. RUSSELL
Barrister & Solicitor
THOMPSON & ELLIOTT
8th FLOOR - 1285 W. BROADWAY
VANCOUVER, B.C. V6H 3X8
731-1161

Y	M	D
95	08	30

375703 BRITISH COLUMBIA LTD.,
by its authorized signatory,
KEITH ANDERSON
KEITH ANDERSON

(As to all signatures)

SEE SCHEDULE

OFFICER CERTIFICATE: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979 c 116 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument. *If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E. **If space insufficient, continue executions on additional page(s) in Form D.

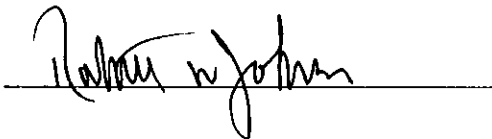
LAND TITLE ACT
FORM D,
EXECUTIONS CONTINUED

Officer Signature(s)

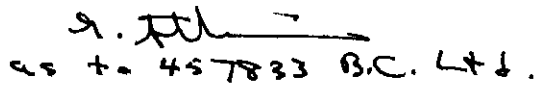
Execution Date

Transferor/Borrower/Party

HER MAJESTY THE QUEEN, in the Right of the Province of British Columbia as presented by the Ministry of Transportation and Highways by its authorized signatory(ies)



ROBERT W. JOHNSON
BARRISTER & SOLICITOR
#200 - 2609 WESTVIEW DRIVE
NORTH VANCOUVER, B.C.
CANADA V7N 4M2
(604) 884 0305
AS TO DUNGANNON
DEVELOPMENT CORPORATION

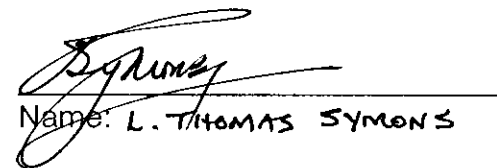

as to 457833 B.C. Ltd.
GARY B. ATKINSON
BARRISTER & SOLICITOR
1900 - 1040 WEST GEORGIA STREET
VANCOUVER, B.C.
V6E 4H3

95	08	31
95	08	31

Name:

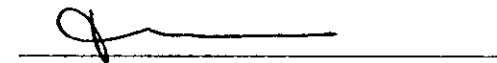
Name:

DUNGANNON DEVELOPMENT CORPORATION, by its authorized signatory(ies)


Name: L. THOMAS SYMONS

Name:

457833 B.C. LTD., by its authorized signatory(ies)


Name Pat Rennie

Name:

OFFICER CERTIFICATE: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979 c 116 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument. *If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E. ** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM E

SCHEDULE

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S)

~~Lot 1, District Lot 1485, Plan LMP~~
 Lot 3, District Lot 1485, Plan LMP 26373
 Lot 4, District Lot 1485, Plan LMP 26373
 Lot 7, District Lot 1485, Plan LMP 26373
 Lot 8, District Lot 1485, Plan LMP 26373
 Lot 9, District Lot 1485, Plan LMP 26373
 Lot 10, District Lot 1485, Plan LMP 26373
 Lot 11, District Lot 1485, Plan LMP 26373 All of Group 1 NWD
 District Lot 1485, Group 1 NWD Except Portions in (A) Plan 13528 (B) Statutory Right of Way Plans
 19922 and 20166 and Except that portion in Plan LMP 26373

3. NATURE OF INTEREST (Description)	DOCUMENT REFERENCE (Page/Paragraph)	PERSON ENTITLED TO INTEREST
Section 215 Covenant	Entire Instrument Pages 4-13	HER MAJESTY THE QUEEN in Right of the Province of British Columbia, as represented by the Ministry of Transportation and Highways
Priority Agreement Granting Covenant BJ priority over Mortgage GD125301 modified by BE340641	Page 8	HER MAJESTY THE QUEEN in right of the Province of British Columbia, as represented by the Ministry of Transportation and Highways
Priority Agreement Granting Covenant BJ priority over Mortgage BJ175750	Page 9	HER MAJESTY THE QUEEN in right of the Province of British Columbia, as represented by the Ministry of Transportation and Highways

EXPRESS CHARGE TERMS**COVENANT**
(Section 215 of the Land Title Act)

THIS AGREEMENT DATED FOR REFERENCE the 30th day of August, 1995

BETWEEN:

375703 BRITISH COLUMBIA LTD. (Inc. No. 375703) of 800 - 1285 West
Broadway, Vancouver, British Columbia, V6H 3X8

(hereinafter called "the Covenantor")

OF THE FIRST PART**AND:**

HER MAJESTY THE QUEEN, in Right of the Province of British Columbia, as
represented by the Ministry of Transportation and Highways, Parliament
Buildings, Victoria, B.C. V5C 4H6

(hereinafter called "the Covenantee")

OF THE SECOND PART**WHEREAS:**

A. The Covenantor is the registered owner of or has an equity of redemption in
ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying
and being in the North Shore - Squamish Valley Assessment Area, Province of British
Columbia, more particularly known and described as:

Lot 3, District Lot 1485, Plan LMP 26373

Lot 4, District Lot 1485, Plan LMP 26373

Lot 7, District Lot 1485, Plan LMP 26373

Lot 8, District Lot 1485, Plan LMP 26373

Lot 9, District Lot 1485, Plan LMP 26373

Lot 10, District Lot 1485, Plan LMP 26373

Lot 11, District Lot 1485, Plan LMP 26373

All of Group 1 NWD

District Lot 1485, Group 1 NWD Except Portions in (A) Plan 13528 (B)

Statutory Right of Way Plans 19922 and 20166 and Except that portion in

Plan LMP 26373

(the "Lands")

B. Section 215 of the Land Title Act provides, inter alia, that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of the Lands or the use of a building or to be erected on land, in favour of the Crown.

C. The Lands were created upon the deposit and registration of a subdivision plan certified by John C. Theed, a British Columbia Land Surveyor, dated the 9th day of August, 1995, at the Lower Mainland Land Title Office under Plan LMP 26373, a reduced copy of which is attached hereto as Schedule A.

D. The Covenantor has agreed to restrictions on the use of the portion of the Lands as herein described.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 215 of the Land Title Act, and in consideration of the sum of ONE (\$1.00) DOLLAR now paid to the Covenantor by the Covenantee (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto hereby covenant and agreed each with the other as follows:

1. THE COVENANTOR COVENANTS AND AGREES WITH THE COVENANTEE THAT:

(a) no building or structure, fencing or any part thereof, including any fixed equipment, mobile home or modular shall be constructed, reconstructed, moved, extended or located nor shall any landfill, land clearing or other disturbance take place within those portions of the said Lands shown ~~boldly outlined on Plan _____, certified correct by _____, a British Columbia Land Surveyor on the _____ day of _____, 19____,~~ a reduced copy of which is attached hereto as Schedule B (the "Covenant Areas");

AL { (b) the said Lands shall not be subdivided, and no buildings, structures, works, or services shall be constructed, erected, installed or placed on the said Lands, except in compliance with all of the recommendations and requirements contained in the report of Golder Associates Ltd. (hereinafter called the "Geotechnical Engineer") addressed to Mr. Keith Anderson, dated June 23, 1994 (9 pages), a copy of which is attached hereto as Schedule C (hereinafter called the "Geotechnical Report"), and on compliance with all further investigations, reports, recommendations, inspections, testings, assessments, approvals and other input recommended or required under the Geotechnical Reports or by the Geotechnical Engineer or any other engineer with responsibility for geotechnical matters in respect to the proposed development of the said Lands (hereinafter called the "Further Recommendations"), which Further Recommendations shall not be used or relied on by the Covenantor or any of its servants, agents, contractors or consultants until after the Further Recommendations have been submitted to and accepted by the

Covenantee. In the case of any conflict or inconsistency between the Geotechnical Reports or any of them, the most recent shall prevail;

- (c) the Covenantor shall not, without the prior written consent of the Covenantee, which consent to be in the Covenantee's sole discretion, cut down, trim, prune, defoliate, alter, remove, or in any way tamper with or work on any trees, shrubs, plants, bushes, ground cover, vegetation or any other form of plant life within the Covenant Areas: so that the said trees, shrubs, plants, bushes, ground cover, vegetation and other forms of plant life remain in a naturally vegetated state in perpetuity; and
- (d) The owner acknowledges that the Province of British Columbia does not represent to the owner or any other person that any building constructed or mobile home located in accordance with paragraphs (a) and (b) herein will not be damaged by flooding or erosion, and the owner covenants and agrees not to claim damages from the Province or Capital Regional District or hold the Province or Regional District responsible for damages caused by flooding or erosion to the land or any building, improvement, or other structure built, constructed or placed upon the said lands and to any contents thereof.

2. IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties here that:

- (a) nothing contained or implied herein shall prejudice or affect the rights and powers of the Covenantee in the exercise of its functions under any public and private statutes, by-laws, orders, and regulations, all of which may be fully and effectively exercised in relation to the said Lands as if this Agreement had not been executed and delivered by the Covenantor;
- (b) the covenants set forth herein shall charge the said Lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the said Lands. It is further expressly agreed that the benefit of all covenants made by the Covenantor herein shall accrued solely to the Covenantee and that the Agreement may only be modified or discharged by Agreement of the Covenantee, pursuant to the provisions of Section 215(5) of the Land Title Act;
- (c) notwithstanding anything contained herein, the Covenantor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor ceases to have any further interest in the said Lands;
- (d) wherever the singular and masculine are used throughout this easement Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate where the context or the parties hereto so require;

- (e) this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns; and
- (f) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.


IN WITNESS WHEREOF the parties hereunto have affixed their hands and seals the day and year first above mentioned.

THE COMMON SEAL OF
375703 BRITISH COLUMBIA LTD.

was hereunto affixed in)
the presence of:)


 _____)
 KEITH ANDERSON)
)

This is the instrument creating the condition or covenant entered into under Section 215 of the Land Title Act by the registered owners referred to herein and shown on the print of the plan annexed hereto and initialled by me.



 Approving Officer,
 Ministry of Transportation and Highways

CONSENT AND PRIORITY AGREEMENT

(liens, charges and encumbrances)

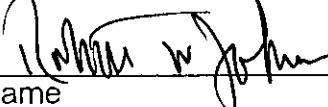
DUNGANNON DEVELOPMENT CORPORATION being the holder of the following registered charges, **HEREBY CONSENTS TO** the granting of the within Restrictive Covenant and agrees that the same shall be binding upon and take priority over its interest in or charges upon the Lands and the Lots.

Mortgage No. GD125301 (modified by BE340641)

IN WITNESS WHEREOF the _____, by its attorneys, has caused these presents to be signed this 31st day of AUGUST, 1995.

DUNGANNON DEVELOPMENT CORPORATION

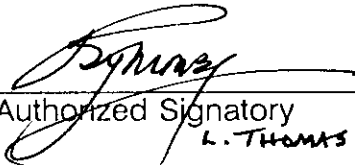
Witness:


Name _____)

ROBERT W. JOHNSON
BARRISTER & SOLICITOR
~~#200 - 2600 WESTVIEW DR~~
Address: NORTH VANCOUVER, B.C.
CANADA V7N 4M2
(604) 984-0305)

Occupation _____)

~~by its lawful attorneys:~~


Authorized Signatory
L. THOMAS SYMONS)

Authorized Signatory

CONSENT AND PRIORITY AGREEMENT

(liens, charges and encumbrances)

457833 B.C. LTD. being the holder of the following registered charge, HEREBY CONSENTS TO the granting of the within Restrictive Covenant and agrees that the same shall be binding upon and take priority over its interest in or charge upon the Lands and the Lots.

Mortgage No. BJ175750

IN WITNESS WHEREOF the _____, by its attorneys, has caused these presents to be signed this 31st day of August, 1995.

457833 B.C. LTD.

Witness:

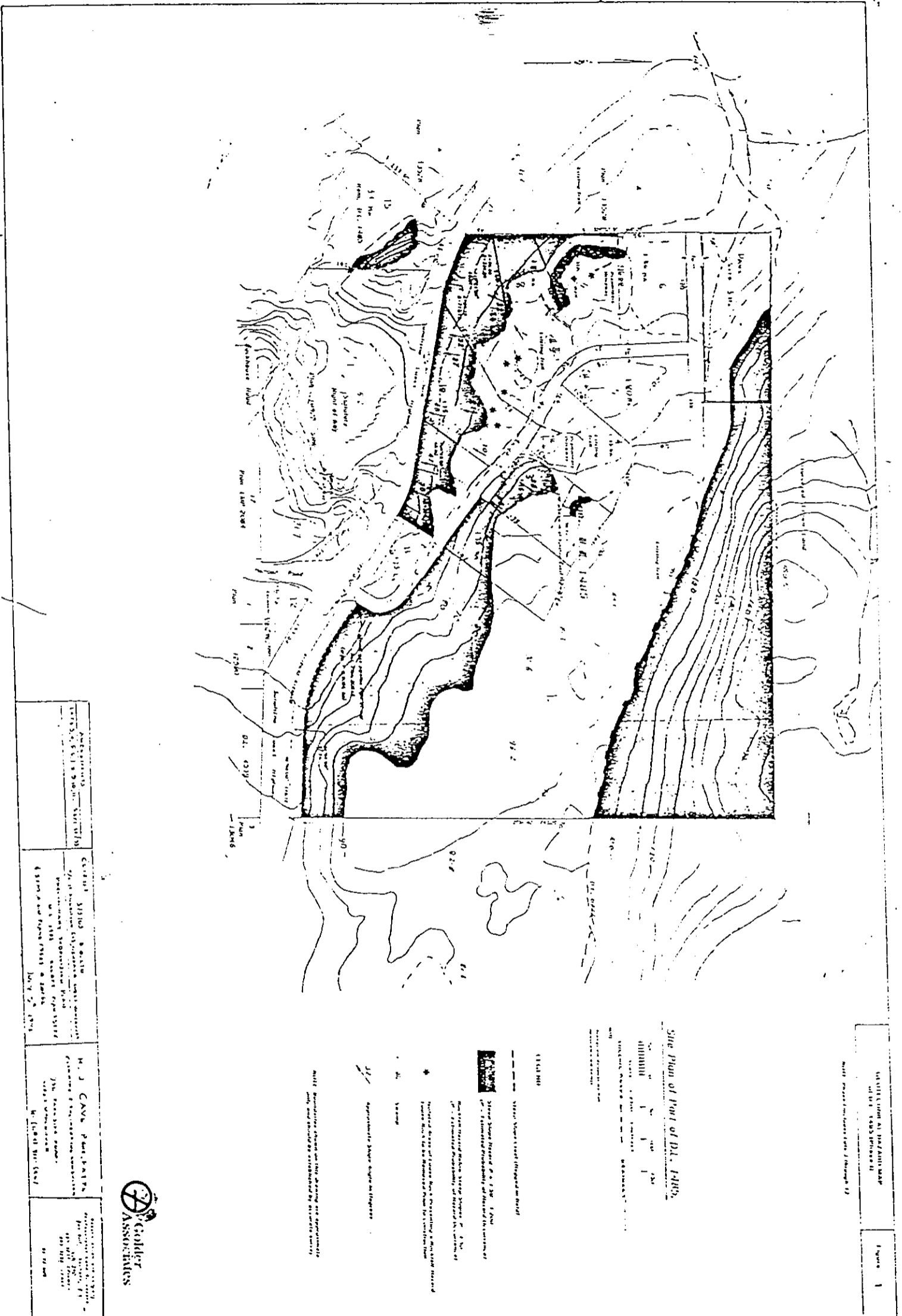
G. B. Atkinson)
 Name)
GARY B. ATKINSON)
BARRISTER & SOLICITOR)
 Address: 1040 WEST GEORGIA STREET)
VANCOUVER, B.C.)
V6E 4H3)
 Occupation

_____)
 by its lawful attorneys:)
[Signature])
 Authorized Signatory)
Rob Dennison)
 _____)
 Authorized Signatory

SCHEDULE "B"

[Handwritten signature]

11



SCHEDULE "C" 

12

Golder Associates Ltd.

500 - 4260 Still Creek Drive
Burnaby, British Columbia, Canada V5C 6C6
Telephone (604) 298-6623
Fax (604) 298-5253



June 23, 1994

942-1112

375703 B.C. Ltd.
615 Newdale
West Vancouver, B.C.

Attention: Mr. Keith Anderson

**RE: GEOTECHNICAL HAZARD STUDY
D.L. 1485, SECRET COVE, B.C.**

Dear Sir:

As requested, Golder Associates Ltd. has carried out a geotechnical hazard study of the above property. A preliminary geotechnical overview was carried out by Golder Associates on June 10, 1994 which identified the presence of steep slope and rockfall hazards on site (ref. Golder Associates letter 942-1110). The purpose of the present study is to expand on the results of the previous overview by identifying the nature, extent and probable frequency of terrain hazards within the proposed Phase 1 area, and to provide a general assessment of potential hazards on the remainder of the property.

This letter provides a summary of our field observations, the results of the hazard assessment, and geotechnical recommendations and guidelines with respect to the proposed development.

1.0 FIELD WORK

In addition to the previous site inspection, selective ground reconnaissance was carried out by Mr. Mark Goldbach, P. Eng., on June 15 and 16, 1994. The field work was focused towards areas of suspected instability or hazards within the proposed Phase 1 development, as identified during the geotechnical overview study. During the reconnaissance work, relevant information was gathered on local topography, soil and groundwater conditions. Areas identified as potential geotechnical hazards were flagged in the field and mapped onto a 1:2,500 topographic map (see Figure 1) supplied by Mr. Anderson. A brief ground inspection of the remainder of the property (outside of the Phase 1 area) was also carried out to provide a general assessment of potential hazards in those areas.

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375703 B.C. Ltd.
Mr. Keith Anderson

June 23, 1994
942-1112

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2.0 SITE CONDITIONS AND OBSERVATIONS

2.1 Location

D.L. 1485 comprises approximately 135 acres and is located 2.5 km to the north of Secret Cove, B.C., on the Sunshine Coast. The site is situated predominantly on the north side of the Sunshine Coast Highway, except for Lots 12 and 13 which are situated to the south of the highway (see Figure 1). We understand that the Phase 1 development comprises Lots 3 through 13, including a 3 hectare park site which has been designated in the northwest corner of the property.

2.2 Observations

The topography on site is irregular and bedrock controlled. Steep bedrock slopes are located on the north side of the Sunshine Coast Highway between elevations (El.) 20 m and 90 m on the eastern half of the property, and between El. 10 m and 50 m on the western half of the property.

Within the Phase 1 area, these steep slopes dip at 25 to 50 degrees below the horizontal, and occupy the lower portions of Lots 3, 7, 8, 9 and 10. On Lot 11, partial construction of the main access road has created locally oversteepened slopes in the upper half of the property. Steep natural bedrock slopes and near vertical bluffs are also located along the northern boundary of the property above El. 90 m.

Gently sloping to hummocky terrain forms a prominent bench in the central portion of the property. Small bedrock knolls and bluffs, and shallow swamps occur locally on the bench lands. In the Phase 1 area, this bench comprises the upper portions of Lots 7 through 10 above El. 50 m., and the upper portion of Lot 3 above approximately El. 80 m. Lots 4, 5, and 6 are located entirely on the bench. The bench also occurs between El. 80 and 90 m in the eastern half of the property outside of the Phase 1 area.

On the south side of the highway, steep slopes are located along the west side of a bedrock ridge located in the northwest corner of Lot 13. These slopes show evidence of rockfall activity.

Lot 12 comprises gently sloping terrain (<5 degrees) with no identified geotechnical hazards.

375703 B.C. Ltd.
Mr. Keith Anderson

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2.3 Geology

The site is generally underlain by a discontinuous veneer of compact to dense gravelly sands and sandy silt up to 2 m thick over bedrock. On the steep slopes, till veneer and colluvial deposits generally dominate; however, bedrock is commonly exposed.

Localized deposits of blocky colluvium are located along the base of steep slopes in areas of rockfall activity. Swampy areas are associated with silty soils and thin organic deposits.

Bedrock consists of fresh, strong quartz diorite. The rock is part of the Coast Plutonic Complex and where exposed, is moderately jointed and blocky.

2.4 Drainage

There are no major watercourses on the property. A small stream draining westward is located in the southern half of the park site. Several small swamps occupy low lying areas and depressions on Lots 4, 5 and 8, and are underlain by impermeable materials.

3.0 GEOTECHNICAL HAZARD ASSESSMENT

3.1 Hazard Assessment

Based on observations of site conditions during the field work, the probability of hazard occurrence at a particular location has been estimated. It should be noted that all probabilities are subjective and approximate and have been estimated using professional judgment, based on current standards and criteria. The approximate hazard boundaries and estimated probabilities are shown on Figure 1.

3.2 Geological Hazards

3.2.1 Steep Slopes

On the steep slopes, there is a potential for creep, erosion, and local shallow instability in the thin soil veneers. In addition, there is a possibility of shallow rock instability and rockfalls from exposed bedrock faces.

Sliding may be developed in the bedrock where discontinuities in the rock dip out of the slopes at angles shallower than the slopes. This is usually a localized occurrence developed primarily on slopes in excess of 30 degrees to the horizontal. However, blasting and excavation into rock for road cuts or lot levelling may also induce local rock slips or failures.

375703 B.C. Ltd.
Mr. Keith Anderson

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Steep slopes have been identified on Lot 3, Lots 7 through 11 and on Lot 13. In addition, steep slopes occur to the east of Lot 3 above the main access road, and along the northern property boundary (see Figure 1). It is estimated that an annual probability of 1:50 to 1:200 years exists within these steep slope areas for shallow soil and rock instability, erosion of surficial soils and isolated rockfalls.

Deep seated slides have not been identified on site. Consequently, it is our opinion that there is a very low probability of such deep seated instability?

3.3.2 Rockfalls

Rockfall is the rapid, free fall of a newly detached segment of bedrock from a cliff or steep rock slope. Rockfall areas can often be identified by the presence of colluvial material and the age of the activity may be estimated by the distribution of fresh rock fragments.

Rockfall hazards associated with steep bedrock slopes and bluffs have been identified at a number of locations on the property where there is evidence of previous rockfall activity. Active rockfall areas may present a serious hazard to development. Areas of rockfall hazard within Phase 1 were identified on Lots 3, 7, 13 and small portions of Lots 6 and 8 (see Figure 1). Rockfall hazard also exists on the steep slopes to the east of Lot 3 above the proposed main access road, and on the steep slopes along the northern boundary of the property where rockfall debris comprising blocks up to 10 cu. m. in size was observed along the base of the slope. In addition, localized areas of loose rock which could pose a rockfall hazard were observed on the steep slopes in the lower parts of Lots 8, 9, 10 and 11.

Much of the rockfall debris in these areas appears to have accumulated over a period of many years. However, fresh blocks (within the last 5 years) were observed at a number of locations. Many loose blocks were observed on the steep bedrock slopes in these areas, and rockfalls are expected to continue to occur periodically. It is estimated that an annual probability of rockfall occurrence of greater than 1:50 exists in the designated rockfall hazard areas. Modifications to existing rock slopes, either as cuts or fills may increase the extent or risk of instability.

There are a number of loose boulders located on the flanks of two prominent bedrock knolls located on the topographic bench in upper parts of Lots 8, 9 and 10, and some loose blocky rock located above the proposed driveway into Lot 7 (see Figure 1). These boulders, some of which are up to 5 cu. m. in size, should be removed prior to construction of any structures. In addition, there are a number of isolated boulders (erratics) up to 10 cu. m. in size located on the bench lands. Several of these boulders are located on Lots 9 and 10. In general, these boulders are considered marginally stable

375703 B.C. Ltd.
Mr. Keith Anderson

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and could shift or topple. Therefore, we recommend that they be removed prior to construction of any nearby buildings, or assessed on an individual basis by an experienced geotechnical engineer or engineering geologist to determine if they present a potential hazard to the proposed development.

4.0 DEVELOPMENT GUIDELINES

4.1 Setbacks from Steep Slopes

The locations of the crest of steep slopes and bluffs have been identified and marked in the field using orange flagging, and the approximate locations of these features are illustrated on Figure 1. Based on the results of our visual field examination and review of available topographic mapping, we recommend that there be a minimum horizontal setback for all structures and fill of 5 m from the flagged slope crest locations. The setback distance is defined as the horizontal distance from the obvious change in grade which defines the crest of the slope.

No development should be permitted within the setback zone or on the steep slopes, unless confirmed as suitable by site specific examination and review, including inspection during construction, by an experienced geotechnical engineer and acceptance by the relevant authorities.

The steep slope crest locations (flagging) should be accurately measured by a qualified legal surveyor and incorporated onto the Phase 1 development plan.

Detailed geotechnical inspections of the steep slopes located within the remainder of the property (outside of the Phase 1 area) are required to determine appropriate setback distances and building guidelines in these areas. At this time, we recommend that no development be allowed on these slopes until such studies are carried out.

4.2 Setback Zones for Rockfall Hazards

Recommended setback or exclusion zones at the toe of steep slopes within Phase 1 where areas of potential rockfall hazards have been identified, are illustrated as the lightly shaded zones on Figure 1. These rockfall hazard zones generally include a 10 to 20 m setback from the toe of the slope, depending on slope condition and configuration.

The downslope limit of the rockfall hazard setback zones in Lots 3 and 13 have been marked in the field using orange flagging. On Lots 6, 7 and 8, the western property line and an existing dirt road mark the western and southern downslope limits, respectively, of the recommended rockfall hazard setback zone.

375703 B.C. Ltd.
Mr. Keith Anderson

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The locations of the rockfall hazard areas are shown on Figure 1. As described above, the actual locations of these flagged areas should be accurately determined by legal survey and incorporated onto the Phase 1 development plan.

We recommend that no development take place within or immediately adjacent to these rockfall hazard zones unless appropriate slope stabilization or rockfall protection measures are carried out as prescribed by a qualified geotechnical engineer, and approved by the District Engineer or other relevant authorities.

Building setbacks or exclusion zones have not been determined for rockfall hazard associated with the steep slopes located outside of the Phase 1 area; in particular, below the steep slopes located along the northern part of the property and to the east of Lot 3. This work is beyond the scope of the present study, but appropriate building envelopes for these slopes should be identified by carrying out more detailed geotechnical inspections if further development in these areas is contemplated. At this time, we recommend that no development be carried out along the base of the steep slopes located in the northern part of the property. However, for planning purposes, a preliminary setback zone comprising the area between the toe of the slope and an existing trail located near the base of the slope is recommended until more detailed inspection of the slopes is carried out.

4.3 Access Roads

Road locations for the proposed development have not yet been finalized. However, construction has begun on the main access road which would provide access to Lots 3 through 11 (Phase 1) from the Sunshine Coast Highway. At present, about 200 m of the main road has been roughed in along the approximate alignment using an excavator. Additional work is required to bring the road to suitable grade and width.

The main access road traverses steep bedrock slopes to the east of Lot 2. We recommend that the road be properly engineered, with appropriate geotechnical engineering input provided during the design and construction phases to confirm development of suitable road foundations and stable cut and fill slopes. All blasting should be carried out using controlled blasting methods. Loose rocks are located on the steep slopes above the road, and we anticipate that selective scaling or blasting will be required to remove the loose rock and provide adequate protection to vehicle traffic from rockfalls. Some slope stabilization measures such as rock bolts or dowels to secure potentially unstable blocks to the slope, and selective tree removal may be required. More detailed site inspections would be required during road design and construction to determine final slope stabilization requirements.

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375703 B.C. Ltd.
Mr. Keith Anderson

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June 23, 1994
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To the west of Lot 2, the main access road traverses relatively gentle terrain, and we do not anticipate problems related to geotechnical hazards. However, if the final road alignment encroaches into the rockfall hazard area at the base of Lot 3, there may be a need to construct a barrier wall (lock blocks, gabions etc.) along the north side of the road to provide protection to vehicle traffic from potential rockfalls from the steep slopes on Lot 3. The required dimensions of such a wall should be determined once the road alignment has been finalized.

The driveways for several of the individual Phase 1 lots have been roughed in. There is a rockfall hazard on Lots 7 and 3 above the present driveway locations as shown on Figure 1. On Lot 3, several blocks located on the lower slopes on the east side of the road will need to be removed as discussed with Mr. Anderson on site. On Lot 7, scaling and possibly blasting will be required to remove an area of loose blocky rock located on the north side of the driveway.

It is our understanding that the subdivision development is required to provide road access to adjoining properties. We understand that the alignments for these access roads have not been finalized. At present, a preliminary alignment for access to the property to the west of D.L. 1485 (Plan 13528) has been located between Lot 6 and the designated park site. Approximately three cuts in rock, up to about 4 m high, would be required to accommodate a 20 m wide road allowance at this location. Several options for access to the property to the east of D.L. 1485 (D.L. 6322) are presently being considered by Mr. Anderson in order to optimize the Phase 2 development. Due to the presence of steep bedrock slopes located along the northern portion of the property and an associated rockfall hazard, we recommend that any road access to D.L. 6322 be constructed on the gentle sloping terrain lying to the south of these slopes. If it is determined that the preferred option for road access to D.L. 6322 is along the base of these slopes, more detailed geotechnical investigations of the slopes should be carried out to determine appropriate building envelopes, prior to any residential development in this area.

4.4 Drainage Control

On slopes less than 20 degrees, normal drainage control procedures should apply. Open drainage onto slopes greater than 20 degrees should be avoided to minimize erosion. For any development on slopes greater than 20 degrees, the site should be graded to prevent concentrated flow downslope, and all surface flow or near surface seepage should be intercepted and directed to suitably designed drains and into a suitable closed hydraulically designed structures extending down the full slope. Drainage should be designed and supervised by a professional engineer.

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375703 B.C. Ltd.
Mr. Keith Anderson

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June 23, 1994
942-1112

We trust that this letter adequately addresses your immediate requirements. If you have any questions regarding this letter, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Yours very truly,

GOLDER ASSOCIATES LTD.



M.G. Goldbach, P. Eng.
Geotechnical Engineer



R.C. Butler, P. Eng.
Principal

MGG/RCB/mgg/gc
942-1112

IMG-1112

END OF DOCUMENT

Golder Associates

SCHEDULE I
DRAFT GEOTECHNICAL COVENANTS



1. Application

Ostrosky Law Corporation 201-1001 Gibsons Way Gibsons BC V0N 1V8 604-886-5361
--

2. Description of Land

PID/Plan Number	Legal Description
EPP111363	LOT 22 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
No PID / Plan	LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
No PID / Plan	LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
No PID / Plan	LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363
No PID / Plan	LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINISTER DISTRICT PLAN EPP111363

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Over part of Lot 22
COVENANT		Over part of Lot 23
COVENANT		Over part of Lot 24
COVENANT		Over part of Lot 25
COVENANT		Over part of Lot 26

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WOOD BAY COMMUNITY DEVELOPMENT LTD.

6. Transferee(s)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY THE MINISTER OF TRANSPORTATION PARLIAMENT BUILDINGS VICTORIA BC V8V 1X5

7. Additional or Modified Terms

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Wood Bay Community Development Ltd.

By their Authorized Signatory

Print Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Her Majesty the Queen in right of the Province of British Columbia

Represented by the Minister of Transportation or his authorized designate Provincial Approving Officer

Provincial Approving Officer

Print Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

This is an instrument required by the Approving Officer for subdivision Plan EPP111363 creating the condition or covenant entered into under s.219 of the Land Title Act
Provincial Approving Officer

Print Name:

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.

SECTION 219 COVENANT

THIS COVENANT made the ____ day of June, 2021

BETWEEN:

Wood Bay Community Development Ltd.
1760 Rosebery Avenue
West Vancouver, BC
V7V 2Z4
(hereinafter called the "Grantor")

AND:

Her Majesty the Queen in right of the Province of British Columbia
Represented by the Minister of Transportation
Parliament Buildings
Victoria, BC V8V 1X5
(hereinafter called the "Province")

AND:

Sunshine Coast Regional District
1975 Field Rd
Sechelt, BC V0N 3A1
(hereinafter called the "Regional District ")

WHEREAS the Grantor is the registered owner of the following lands in the Province of British Columbia, more particularly described as:

LOT 22 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111363
LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111363
LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111363
LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111363
LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111363

(Hereinafter referred to as the "Lands");

WHEREAS the Grantor proposes to develop and build on the Lands;

WHEREAS the Province, and the Regional District, consider that construction on the land is subject to or is likely to be subject to rock falls and has required the Grantors to provide a report certified by a professional engineer, with experience in geotechnical engineering that the Lands may be used safely for the use intended;

AND WHEREAS the Grantor has provided the Province, and the Regional District, with the report prepared by Western Geotechnical Consultants Ltd. ("WGC") dated August 13, 2019 which is attached to this Agreement as Schedule A (the "Report").

NOW THEREFORE pursuant to Section 219 of the *Land Title Act* and in consideration of the sum of \$1.00 now paid to the Grantor by the Province, and paid to the Grantor by the Regional District, receipt and sufficiency of which is acknowledged, the Grantor covenants and agrees as follows:

1. The Grantor shall use the Lands only in the manner determined and certified by WGC in the Report as enabling the safe use of the land for the use intended.

2. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby covenants with the Province, and the Regional District, as a covenant in favour of the Province, and the Regional District, pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof:
 - a. The Grantor will not develop habitable structures on the land outside the covenant area as shown outlined in black on a Reference Plan EPP111364 (the "Reference Plan") completed and certified correct on the ____ day of _____, 2021 by Seamus Pope, British Columbia Land Surveyor, a copy of which is attached hereto as Schedule "B" until such a time that the Province, and Regional District, are provided with an additional report by a certified engineer, that the land upon which the Grantor intends to construct may be used safely for the use intended.
3. The Grantor shall reimburse the Province, and Regional District, for any expense that may be incurred by the Province, and Regional District, as a result of a breach of a covenant under this agreement.
4. The Grantor, Province, and Regional District, agree that the enforcement of this Agreement shall be entirely within the discretion of the Province, and Regional District, and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Province, or Regional District, to the Grantor or to any other person to enforce any provision of this Agreement.
5. The Grantor releases and forever discharges the Province, and Regional District, from any claim, cause of action, suit, demand, expenses, costs and legal fees which the Grantor may have against the Province, and Regional District, for any loss or damage or injury that the Grantor may sustain or suffer arising out of the issuance of a building permit under this Agreement or the use of the Lands as a result of the issuance of a building permit to construct, alter or add to a building or structure on the Lands, or as a result of any of the concerns raised by the Engineer in the Report.
6. The Grantor covenants and agrees to indemnify and save harmless the Province from any and all claims, causes of action, suits, demands, expenses, costs and legal fees that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a building permit under this Agreement or the use of the Lands as a result of the issuance of a building permit, to construct, alter or add to a building or structure on the Lands, or as a result of concerns raised by the Engineer in the Report.
7. The Grantor covenants and agrees to indemnify and save harmless the Regional District from any and all claims, causes of action, suits, demands, expenses, costs and legal fees that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a building permit under this Agreement or the use of the Lands as a result of the issuance of a building permit, to construct, alter or add to a building or structure on the Lands, or as a result of concerns raised by the Engineer in the Report.
8. Any opinion, decision, act or expression of satisfaction provided for in this Agreement by the Province is to be taken or made by the Minister of Transportation or his or her delegate authorized as such in writing.

9. The Grantor releases, and must indemnify and save harmless, the Province, and Regional District, and their respective 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 Grantor, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Grantor of this Agreement, or any default of the Grantor under or in respect of this Agreement.
10. 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.
11. The rights given to the Province, and Regional District, by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Province, or Regional District, to anyone, or obliges the Province, or Regional District, to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
12. Where the Province is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Grantor agrees that the Province is under no public law duty of fairness or natural justice in that regard and agrees that the Province may do any of those things in the same manner as if it were a private party and not a public body.
13. This Agreement does not:
 - a. affect or limit the discretion, rights or powers of the Province under any enactment (as defined in the *Interpretation Act*, R.S.B.C., on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands,
 - b. affect or limit any enactment relating to the use or subdivision of the Lands, or
 - c. relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands,
14. Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in the respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Grantor is only liable for breaches of this Agreement that occur while the Grantor is the registered owner of the Lands.
15. The Grantor agrees to do everything reasonably necessary, at the Grantor's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
16. 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

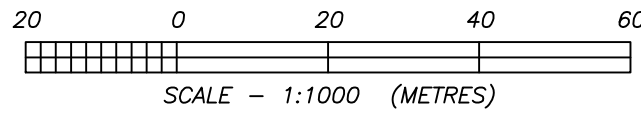
Agreement does not operate as a waiver of any other breach of this Agreement.

17. 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.
18. This Agreement is the entire agreement between the parties regarding its subject.
19. This Agreement binds the parties to it and their respective successors, heirs, executors, and administrators.
20. The Grantor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instructions.

SCHEDULE A
REFERENCE PLAN EPP111364

REFERENCE PLAN OF PARTS OF LOTS 22, 23, 24, 25, AND 26 DISTRICT LOT 1485 G.1 NWD PLAN EPP112363
 TO ACCOMPANY A COVENANT PURSUANT TO SECTION 99(1)(E) OF THE LAND TITLE ACT
 FOR GEOTECHNICAL PURPOSES

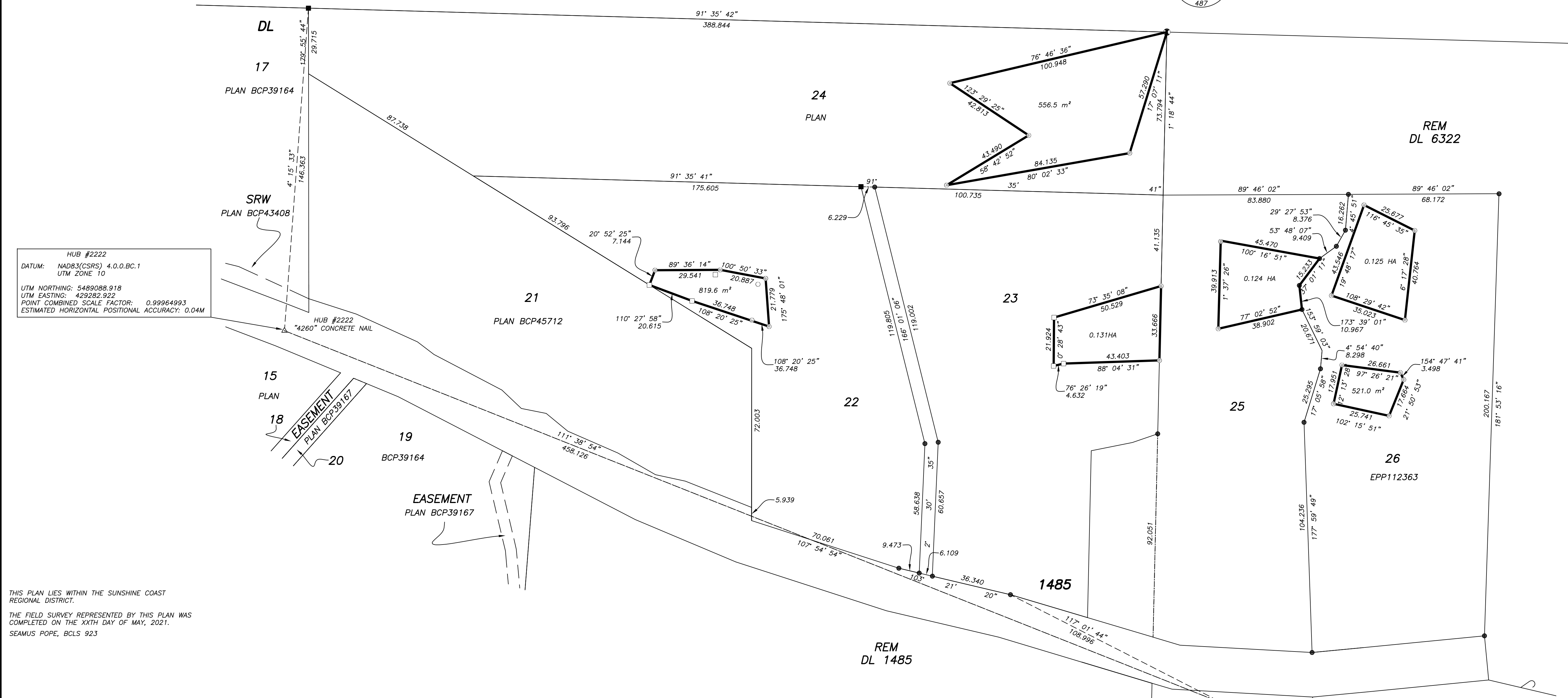
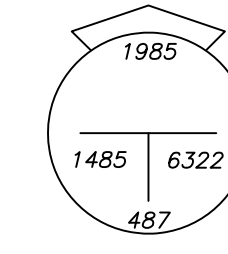
PLAN EPP112364



THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm
 IN WIDTH BY 559mm IN HEIGHT (D SIZE) WHEN
 PLOTTED AT A SCALE OF 1:1000

BCGS MAP SHEET 92G.051

UNSURVEYED CROWN LAND



HUB #2222
 DATUM: NAD83(CSRS) 4.0.0.BC.1
 UTM ZONE 10
 UTM NORTHING: 5489088.918
 UTM EASTING: 429282.922
 POINT COMBINED SCALE FACTOR: 0.99964993
 ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.04M

UTM ZONE 10 COORDINATES:
 DATUM: NAD83(CSRS) 4.0.0.BC.1
 UTM NORTHING: 5488919.971
 UTM EASTING: 429708.585
 ABSOLUTE ACCURACY: 0.03M

THIS PLAN LIES WITHIN THE SUNSHINE COAST
 REGIONAL DISTRICT.
 THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
 COMPLETED ON THE XXTH DAY OF MAY, 2021.
 SEAMUS POPE, BCLS 923

LEGEND
 GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY RTK GNSS
 OBSERVATIONS WITH REAL TIME CORRECTIONS FROM THE CAN-NET RTN
 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123°
 WEST LONGITUDE)
 THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL
 ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY RTK GNSS
 TIES WITH REAL TIME CORRECTIONS FROM THE CAN-NET RTN.
 ● DENOTES A STANDARD IRON POST FOUND
 ○ DENOTES A STANDARD IRON POST SET
 ■ DENOTES A LEAD PLUG FOUND
 △ DENOTES A TRAVERSE HUB SET
 ⊙ DENOTES A STANDARD CAPPED POST FOUND

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS
 OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY
 GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF
 0.99964818. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED
 BASED ON AN ELLIPSOIDAL ELEVATION OF 81.9 METRES.

PRELIMINARY

NORTH

SCHEDULE J
DRAFT CONTRACT OF PURCHASE AND SALE

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

- 1. CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
- 2. DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
- 3. COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

- 4. POSSESSION:** (Section 5) the Buyer should make arrangements through the REALTOR® for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
- 5. TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
- 6. CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.
Costs of clearing title, including:
- investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.

- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (e.g. empty home tax and speculation tax).

- 7. CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
- 8. RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
- 9. FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
- 10. REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the Realtor's position known to the buyer or seller in writing. Section 5-9 of the Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
- 11. RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
- 12. AGENCY DISCLOSURE:** (Section 21) all Realtors with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Realtors on a Contract of Purchase and Sale Addendum.



CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PC: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

SELLER: WOOD BAY COMMUNITY DEVELOPMENTS LTD.	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: 1760 ROSEBERY AVENUE	ADDRESS: _____
WEST VANCOUVER	_____
BC _____ PC: V7V 2Z4	_____ PC: _____
PHONE: _____	PHONE: _____
	OCCUPATION: _____

PROPERTY:

Lot _____ Plan EPP _____

UNIT NO. _____ ADDRESS OF PROPERTY _____

Halfmoon Bay, BC

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

Lot _____ Plan EPP _____

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____

_____ DOLLARS \$ _____ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance unless agreed as follows:**
paid by bank draft

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

INITIALS

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PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

3.1. The Buyer acknowledges that they had received, and read with understanding a copy of the Developer's Disclosure Statement dated _____, 2021.

3.2. The parties acknowledge and understand that the word Seller and Developer are used interchangeably and have the same meaning under this Contract.

3.3. The Buyer may rescind (cancel) the Contract by serving written notice to the Developer, or the Developer's brokerage within 7 days after the later of the date the Contract was entered into, or the date the Buyer received a copy of the Disclosure Statement.

3.4. The Buyer is responsible to pay the applicable GST on the purchase price of the Lot.

3.5. Section 20A of this Contract is amended as follows:

20A. Restriction on Assignment of Contract:

The Buyer and Developer agree that this Contract:

- a) must not be assigned without the written consent of the Developer; and
- b) the Developer is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent.

Without the Developer's prior consent, any assignment of the Contract is prohibited.

An assignment under the Real Estate Development Marketing Act (BC) is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a 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.

Each proposed party to an assignment agreement (each such agreement being an "Assignment Agreement") must provide the Developer with the information and records required under the Real Estate Development Marketing Act (BC).

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 (BC) from each proposed party to an assignment agreement, including personal information, respecting the following:

- (a) the party's identity;
- (b) the party's contact and business information; and
- (c) the terms of the assignment agreement.

Information and records collected by the Developer must be reported by the Developer to the administrator designated under the Property Transfer Tax Act (British Columbia). 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 (BC), which includes disclosure to the Canada Revenue Agency.

3.6. The Buyer will not receive any interest on the deposit.

(Additional Terms and Conditions on Page 3 of 7, if no further Terms and Conditions, print N/A on Page 3 of 7)

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.

INITIALS

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PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

INITIALS

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PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on _____, yr. _____ (Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ m. on _____, yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any:

- 6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).
- 7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING:

- 8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____ yr. _____.
- 9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
- 10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11. **A. SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed, if requested by the Buyer's Conveyancer, and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

INITIALS

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PROPERTY ADDRESS

- 11. **B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Section 21, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - a. for all purposes consistent with the transaction contemplated herein:
 - b. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

INITIALS

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PROPERTY ADDRESS

- c. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- d. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(C) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

INITIALS	

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Alan Stewart PREC* (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to Sotheby's International Realty Canada (Brokerage).

INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with _____ (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage).

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C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated _____.

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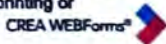
D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- a. fulfill or waive the terms and conditions herein contained; and/or
b. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until ___ o'clock ___ m. on ___, yr. ___ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

WITNESS BUYER BUYER PRINT NAME

WITNESS BUYER BUYER PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act.

Yes [] [] INITIALS No [] [] INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated ___, yr. ___

The Seller declares their residency:

RESIDENT OF CANADA [] [] INITIALS NON-RESIDENT OF CANADA [] [] INITIALS as defined under the Income Tax Act.

WITNESS SELLER SELLER WOOD BAY COMMUNITY DEVELOPMENTS LTD. PRINT NAME

WITNESS SELLER SELLER PRINT NAME

*PREC represents Personal Real Estate Corporation
Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

