

DISCLOSURE STATEMENT

Filed August 30th, 2024

MERLOT TERRACE

Victoria, BC

NAME OF DEVELOPER: CORA VENTURE CORPORATION

ADDRESS: #101-797 GOLDSTREAM AVENUE, VICTORIA, BC, V9B 2X5

ADDRESS FOR SERVICE: #101-797 GOLDSTREAM AVENUE,
VICTORIA, BC, V9B 2X5

REAL ESTATE BROKERS OF DEVELOPER:

ROYAL LEPAGE COAST CAPITALREALTY
#132B – 2945 JACKLIN ROAD, VICTORIA, BC, V9B 5E3
REAL ESTATE AGENT - ROGER LEVESQUE

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.

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

_____, (name(s) of purchaser(s)) who
has/have confirmed that fact by initialling 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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DEEMED RELIANCE
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EXHIBITS

Exhibit A	Statement of Conditions
Exhibit B	Development Permit DP21-0077
Exhibit C	Proposed Subdivision Plan
Exhibit D	Proposed form of Statutory Building Scheme and Design Guidelines attached
Exhibit E	Form of Contract of Purchase and Sale
Exhibit F	Proposed Form of Section 219 Building Height Restriction, Nuisance, and Potable Water Requirements Covenant

1 The Developer

- 1.1 The developer is Cora Ventures Corporation., Inc. No BC1057969, a British Columbia corporation, incorporated on December 10, 2015.
- 1.2 The developer was not incorporated specifically for the purpose of developing the subdivision lots and the developer has assets other than the development property itself.
- 1.3 The developer's registered and records office is #101-797 Goldstream Avenue, Victoria, BC, V9B 2X5.
- 1.4 The names of all directors of the developer are:

Ronald Coutre

- 1.5 (1) Ronald Coutre is the Director of the Developer. Ronald Coutre has over 25 years of experience in real property development, including residential (single family homes, condominiums and townhomes), and commercial (office and retail) in Victoria, B.C. and Vancouver Island which include developments known as Millstream Village Shopping Centre, LaVie Condominiums, Trailside Single Family Homes, Eagle Ridge and Southpoint Residential Subdivisions.
- (2) To the best of the developer's knowledge, neither the developer, any principal holder of the developer, or any director or officer of the developer or principal holder, within the ten years before the date of the developer's declaration attached to the disclosure statement, have 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.
- (3) To the best of the developer's knowledge, neither the developer, any principal holder of the developer, or any director or officer of the developer or principal holder, within the five years before the date of the developer's declaration attached to the disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (4) To the best of the developer's knowledge, no director, officer or principal holder of the developer, or any director or officer of the principal holder, within the five years prior to the date of the developer's declaration attached to the disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer

- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.
- 1.6 There are no existing or potential conflicts of interest among the developer, manager, any directors, officers and principal holders of the developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

2 General Description

2.1 General Description of the Development

The proposed subdivision is located at 3456 Myles Mansell Road. The proposed subdivision is being created from the lands, owned by the developer and currently legally described as:

PARCEL IDENTIFIER: 031-515-481

Lot C, Sections 78 and 84, Esquimalt District, Plan EPP109949

The developer's proposed subdivision plan will create thirteen (13) single family residential lots and fifteen (15) two-family duplex residential lots (the "proposed subdivision"). All 28 lots may be offered for sale as bare land residential lots or with homes fully constructed thereon. The Subdivision Plan has not been registered, however a Statement of Conditions ("PLA SOC") has been received and is attached as Exhibit A. Furthermore, Development Permit DP21-0077 has been issued and is attached as Exhibit B. Upon approval, registration and completion of the proposed subdivision, the anticipated description of the lots will be:

Lots 1-28, Sections 78 and 84, Esquimalt District, Plan
EPP _____

The lot sizes will range in size from 404 metres squared to 698 meters squared and the proposed size of each lot is set out in the Proposed Subdivision Plan, a copy of which is attached as Exhibit C. The plan is subject to change prior to subdivision. The actual final lot configuration will be as it appears on the subdivision plan filed in the Land Title Office.

The Developer may be marketing and selling all of the lots as bare land,

however, may, in its sole discretion, construct homes on select lots to offer for sale to purchasers. The Developer may be contracting with Titan Bay Management or another reputable builder for the construction of the homes. The builder will be registered under a new home warranty program under the *Home Owner Protection Act*.

This Disclosure Statement applies only to the thirteen (13) single family residential lots and the fifteen (15) two-family residential duplex lots to be created with this subdivision plan.

2.2 Permitted Use

The Zoning applicable to the development property is One- and Two-Family Residential Zone (R2) and the permitted use of all subdivision lots in the development includes residential in addition to the uses permitted by the City's Zoning Bylaw 1945. The developer does not intend to use any lot for any purposes not ancillary to residential purposes. There may be other permissible uses of the development property beyond the uses intended by the developer; information about such uses may be obtained from the City of Langford Planning Department, which is located on the second floor at 877 Goldstream Avenue in Langford and can be reached at 250-474-6919 (the "City").

2.3 Building Construction

All inquiries as to building permit requirements should be directed to the City of Langford at 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8, telephone: 250-478-7882.

3 Servicing Information

3.1 Utilities and Services

The developer is responsible for obtaining permits and installing the services listed below. Servicing for the development is expected to be complete between July 1, 2024 and September 30, 2024.

- (i) Water will be provided by CRD;
- (ii) Electricity will be provided by BC Hydro;
- (iii) Sanitary Sewerage will be provided by the City of Langford through a contract with Westshore Environmental Services Inc.;
- (iv) Natural gas will be provided by Fortis BC;
- (v) Fire protection will be provided by the City of Langford;
- (vi) Telephone, internet and cable service will be provided by TELUS Communications Inc. and/or Rogers (formerly Shaw Cable);
- (vii) Access will be provided via Myles Mansell Road;
- (viii) Sidewalks and Street Lighting will be installed by the Developer;
- (ix) Garbage Collection services will be provided by a private garbage collection system.

4 Title and Legal Matters

4.1 Legal Description

The following is the legal description of the parent property comprising the Development:

PARCEL IDENTIFIER: 031-515-481

Lot C, Sections 78 and 84, Esquimalt District, Plan EPP109949

(the "**Lands**")

4.2 Ownership

The registered owner of the development property is the Developer.

Legal Notations

- a. **Permits issued under Part 14** of the *Local Government Act*, see CA9019059 and CA9615480;

Existing Non -Financial Encumbrances

- b. **Covenant CA9333570** in favour of the City of Langford relating rezoning.
- c. **Statutory Right of Way CA9998504** in favour of British Columbia Hydro and Power Authority for the purpose of facilitating the maintenance, and operation of electricity to the Lands.
- d. **Statutory Right of Way CA9998505** in favour of Telus Communications Inc. for the purpose of facilitating the maintenance, and operation of the communication utilities to the Lands.

Financial Encumbrances:

- e. **Mortgage CA9402207 and Assignment of Rents CA9402208** in favour of Coastal Community Credit Union on to be discharged from the lots on or before they are sold;

4.3 Proposed Encumbrances

The developer proposes to register charges required by the City as conditions of subdivision approval and other charges necessary for the subdivision. These may include:

- a. a S.219 geotechnical Covenant in favour of the City;
- b. a S.219 Interface Fire Hazard Covenant in favour of the City;

- c. a statutory building scheme (to be registered on title) and related Design Guidelines (which may or may not be registered on title) restricting construction and improvements in approximately the form attached as Exhibit D
- d. any required SRWs for City storm drainage and operation and maintenance, and sanitary sewer systems, and boulevard landscaping and irrigation;
- e. any SRWs required by BC Hydro, TELUS or Rogers (formerly Shaw Cable);
- f. any other charges required by the City or otherwise necessary for the subdivision;
- g. a S.219 Covenant in favour of the City relating to restrictions on building heights against some of the lots and relating to building standards, height restrictions and nuisances in approximately the form attached as Exhibit F;
- h. S.219 Covenant prohibiting strata titling of secondary suites.

4.4 Outstanding or Contingent Litigation or Liabilities

There are no outstanding or contingent litigation or liabilities in respect of the development property or against the developer that may affect the subdivision lots or the subdivision lot owners.

4.5 Environmental Matters

The developer is not aware of any dangers or any requirements imposed by any governmental authority in relation to flooding, the condition of soil and subsoil, or other environmental matters affecting the development property.

5. Construction and Warranties

5.1 Construction Dates

The lots will be sold as raw land or with homes fully constructed thereon. Statement of Conditions was obtained on December 5, 2021 and extended on January 18, 2023. Registration of the subdivision is expected to be on or about September 30, 2024. Servicing of the development commenced on or about July 1, 2022 and servicing for the development is expected to be complete between July 1, 2024 and September 30, 2024. These dates are an estimate only and the actual completion dates may vary.

5.2 Warranties

Warranties are not applicable for those lots sold as raw land to purchasers.

For those lots sold with fully constructed homes, the Developer and the contracted builder, constructing the homes will have arranged for the new homes to be registered for coverage under a recognized home warranty program approved under the *Home Owner Protection Act*. The coverage provides the mandatory warranty conditions required under the Act for 2 years material and labour warranty, the 5 year building envelope warranty and the 10 year structural defects warranty.

Any manufacturer's warranties on appliances or equipment included in the purchase price of a particular lot and home will be passed on to the purchaser of the lot and home if permitted by the terms of the warranty.

6. Approvals and Finances

6.1 Development Approval

The zoning applicable to the development property, One- and Two-Family Residential Zone (R2), permits the construction of the development. Statement of Conditions was obtained on December 5, 2021 and further extended on January 18, 2023.

6.2 Construction Financing

The developer has obtained a financing commitment and has arranged sufficient financing from Coastal Community Credit Union to complete the servicing of the development. All financial encumbrances of the Developer will be discharged on or before the sale of each lot.

7. Miscellaneous

7.1 Deposits

Deposits will be held in trust by ERA LAW, Barristers & Solicitors and all monies received from purchasers will be held in trust by ERA LAW, Barristers & Solicitors in the manner required by the Real Estate Development Marketing Act.

7.2 Purchase Agreement

- (1) The developer will offer the residential subdivision lots for sale upon the terms and conditions set out in the CBA Standard Contract of Purchase and Sale and Addenda (the "Contract"), a copy of which is attached as Exhibit E to this statement.
- (2) Termination Provisions
 - (a) The Contract provides for termination of the Contract should the Seller be unable to register the subdivision plan that will create the Property and complete the transaction by December 30, 2024. In such case the Buyer is entitled to the return of its deposit.
 - (b) Paragraph 1 and 23 of the Standard Contract of Purchase and Sale provides for the Home Buyer Rescission Rights under the *Home Buyer Rescission Period Regulation* whereby the Buyer may rescind their offer within the Rescission period. Should the Buyer exercise their rescission rights, the contract would be terminated and the Buyer would be required to pay the Seller the noted

Rescission Amount.

- (c) Paragraph 2 of the Standard Contract of Purchase and Sale provides that in the event the Purchaser/Buyer fails to pay the Deposit as required under the Contract, the Seller may, at the Seller's Option, terminate this Contract.
 - (d) Paragraph 3 of the Standard Contract of Purchase and Sale provides that in the event that each condition under the Contract is not declared waived or fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, the Contract will be terminated and the Deposit is returnable in accordance with the Real Estate Services Act.
 - (d) Paragraph 12 of the Standard Contract of Purchase and Sale provides that time is of the essence and any failure in the payment of the cash balance or an agreement to pay the cash balance is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate the Contract and the amount paid by the Purchaser/Buyer will be non-refundable and forfeited to the Seller.
 - (e) Should the Buyer fail to complete the purchase and sale, the Deposit will be forfeited to the Seller.
- (3) Under the Contract, the Seller has provided a date range for Completion between September 30, 2024 and December 30, 2024. The Seller will provide written notice to the Buyer advising of the Completion Date which shall be 10 business days after the written notice has been provided to the Buyer. The Completion Date shall not be later than December 30, 2024. There is no other provision in the Contract for any extensions of time by either the Buyer or the Seller.
- (4) Paragraph 20A of the Contract provides that the Contract cannot be assigned by the Buyer without the express prior written consent of the Seller, which may be arbitrarily withheld. The Seller is entitled to any profit resulting from an assignment of the Contract by the Purchaser/Buyer or any subsequent assignee and the Seller may charge an Assignment Fee of 2% of the purchase price if the Contract is assigned.
- (5) The Contract does not provide that either the Seller or Buyer is to receive interest on the deposit monies.

7.3 Developer's Commitments

The developer does not propose to have any conditions that will be met after completion of the sale of a lot other than those contained in the Contract.

7.4 Other Material Facts

None

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.

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 August 30, 2024.

CORA VENTURE CORPORATION

By its authorized signatory:



Ronald Coutre

All Directors in their personal capacity:



Ronald Coutre

SOLICITOR'S CERTIFICATE

In the matter of the *Real Estate Development Marketing Act* and the disclosure statement of **CORA VENTURE CORPORATION** for Merlot Terrace, dated August 30th, 2024, for the property described as:

PARCEL IDENTIFIER: 031-515-481
Lot C, Sections 78 and 84, Esquimalt District, Plan EPP109949

I, Ritchelle Randhawa-Pagely, Solicitor, a member of the Law Society of British Columbia, having read over the disclosure statement of Cora Venture Corporation dated August 30, 2024 and reviewed same with the Developer therein named, and reviewed a copy of the title to the lands noted above, hereby certify that the contents of items 4.1, 4.2 and 4.3 are correct.

Dated at Victoria, BC, this 30th day of August, 2024.



Ritchelle Randhawa-Pagely, LL.B.

EXHIBIT A –STATEMENT OF CONDITIONS

Langford

2023-01-18

Ron Coutre
Cora Venture Corporation
3472 Vantage Point
Victoria BC V9C 3N5

Dear Sir:

**Subject: Extension of the Statement of Condition for SUB21-0048 – 3456 Myles Mansell Rd
Extended to 5 December 2023**

This letter is to confirm that the Statement of Conditions for the proposed subdivision at 3456 Myles Mansell Road has been extended for twelve (12) months to 5 December 2023. Please note, any changes stemming from updated bylaws over the past year are now applicable to this Statement of Conditions.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Leah Stohmann, MCIP, RPP
Approving Officer

t 250.478.7882
e hello@langford.ca

2nd Floor, 877 Goldstream Avenue
Langford, BC V9B 2X8

Langford.ca



City of Langford

www.cityoflangford.ca

2021-12-05

Cora Venture Corp.
c/o Ron Coutre
3472 Vantage Point
Victoria BC V9C 3N5

Dear Ron,

Statement of Conditions for SUB21-0048

3456 Myles Mansell Road: PID 031-505-481; LOT C SECTIONS 78 AND 84 ESQUIMALT DISTRICT PLAN EPP109949

This Statement of Conditions is based on the information provided in your subdivision application to create **27 Fee Simple** lots as shown on the attached plan named Schedule A (the Site Plan) prepared by **McElhanney** on **2021-09-24**

Please address all correspondence to **James Oliver** in the Land Development Department who has been assigned to your file and will be able to answer any questions relating to the subdivision process. Please ensure that all communication and correspondence to the City of Langford are submitted with reference to the City of Langford file number **SUB21-0048**.

Your application for preliminary review of the proposed subdivision Lot C Sections 78 And 84 Esquimalt District Plan EPP109949 has been considered and this Statement of Conditions summarizes the additional material and works which must be provided before approval of the subdivision plan will be considered.

This Statement of Conditions is based on a review of the information provided by the applicant and known to the Approving Officer at the time of issuance. Previously unknown facts may come to light before the subdivision plan is submitted for approval, and those matters may cause the Approving Officer to reconsider the proposal. The applicant has an obligation to advise the Approving Officer of any changes in conditions, ownership, or circumstances material to the application.

Although I have sought to list all outstanding items, this letter does not constitute an approval of your Subdivision. Any matter that I may have overlooked or matters which arise or are brought to the City's attention after the date of this letter, may result in the proposed subdivision being reconsidered. The issuance of this Statement of Conditions does not relieve the developer of the responsibility to obtain all necessary permits, certificates, and licenses from the City and any or all other government or

regulatory agencies.

The Statement of Conditions is valid for a period of one year and will expire on **2022-12-05** after which the file will be closed without further communication from the City.

The Statement of Conditions may be extended for a period of one year if a request for an extension is made *before the expiration date*. A new application is required if the Statement of Conditions expires before an extension request is received.

All works are to be completed and any deficiencies must be corrected, or a Servicing Agreement complete with a security sufficient to complete the works must be provided, before approval of the subdivision plan will be considered.

All correspondence from the City of Langford will be to the name and address provided on the application. It is the applicant's responsibility to inform all parties involved regarding any changes and addendums to requirements of the subdivision.

Should a Development Variance Permit (DVP) or Development Permit (DP) necessitate a revision to the site plan for which this Statement of Conditions has been prepared, a new site plan must be provided to the City. Once the new site plan is received, agencies that have commented on the design will be provided the opportunity to comment on the revised proposal. An amendment to the Statement of Conditions may be required at the applicant's cost.

SITE CONDITIONS

The subject property is located on the undeveloped north east slope of Triangle Mountain. It is forested with mature second growth fir trees and has rocky outcrops. Sanitary sewer, storm sewer, water, gas, electrical and telecommunication services are available from Myles Mansell Road.

PLANNING CONSIDERATION

This Statement of Conditions is subject to the requirements of the existing **R2** One- and Two-Family Residential zone, Development Permit **DP21-0077**, Development Variance Permit **DVP20-0013**, Rezoning **Bylaw 1945**, and Development Covenant **CA9333570**. If any of these are not approved or complied with, then this Statement of Conditions is invalid.

LETTERS OF ENGAGEMENT

Any professional engaged by the applicant must provide the City with a letter of engagement which fully describes the engaged party's scope in the project. The following must be addressed and should be submitted to the City in the letter of Engagement submitted by the Civil Engineer and the Geotechnical Engineer:

1. Certification that all works, designed and installed, substantially meet the requirements of Subdivision and Development Servicing Bylaw No. 1000
2. Assurance that the design is complete
3. Certification of all submissions
4. Certification they've read and understand the relevant City Bylaws, policies and requirements
5. Statement that they will be engaged through the Warranty term (as defined) including inspection and engineering services to complete the deficiencies and provide certification of the final works as necessary for Final Acceptance

6. Coordination of sub-consultants and As-constructed drawings
7. Statement they will advise the Director of Engineering of any severance of engagement during the course of design and construction

ARCHAEOLOGICAL

There may be some potential for the subject property to contain archaeological sites protected by the *Heritage Conservation Act*. Please notify the Archaeology Branch of the Provincial Government (250-953-3334) if archaeological material is encountered during any land altering activity.

WORKS AND SERVICES

The subdivision must meet the requirements of the Subdivision and Development Servicing Requirement Bylaw No. 1000, Zoning Bylaw No. 300, Building Bylaw No. 1160, Traffic Bylaw No. 33, Soil Removal and Disposition Bylaw No. 181, Official Community Plan Bylaw No. 1200 and Noise Bylaw No. 961. The works and services must be designed by a qualified professional in accordance with their undertaking as provided to the City and shown on the construction approval package certified by the professional engineer.

SANITARY SEWER

A connection to the municipal sewer system must be provided to all lots. Please contact West Shore Environmental Services (WSES) at 250-478-2187 for their requirements. Sewer Capital Recovery Fees (SCRF) will apply. All sewer work within the municipal road right-of-way shall be completed by WSES forces at the developer's expense. Any existing in ground disposal systems shall be decommissioned and removed to the satisfaction of the Director of Engineering and the location shown on the construction drawings.

STORM SEWER

Storm Drainage structures and features are required that will maintain the quality of site drainage water, minimize erosion and retain sediments for all subdivisions and developments in all areas of the City of Langford.

Your development is located in a **detention** zone as identified in the Subdivision and Development Servicing Bylaw. Please consider up-land storm drainage and the storm drainage discharge from your site as well as the 200-year overland flow-route for the development of your land with your design.

Please note, a drainage study has previously been completed for this area by Focus Corporation. The study, entitled "North Triangle Mountain – Walfred Road Storm Drainage Study", dated June 2009, looked at the overall area and determined what upgrades would be required. Please see attached Schedule B (Catchment Map) for an illustration of proposed drain infrastructure and routes at this location. The report is available to your design engineer upon receipt of undertaking and the request to receive a copy.

For any deviation from the Focus Study, and for more specific details pertaining to the development of this site, please submit a Storm Water Management Plan (SWMP) that accompanies your design submission and considers the Focus Corporation study as its point of reference. The submitted SWMP should also provide consideration for any potential right-of-ways and flow-routes that are necessary for the disposal of storm drainage. Additional information may be requested. Please refer to Schedule 5 of the Subdivision and Development Servicing Bylaw No. 1000.

WATER SERVICE

A water service must be provided to all Lots in accordance with CRD bylaws and regulations. Please coordinate installation of water service with the CRD Integrated Water Services at 250-474-9600. All water work within the municipal road right-of-way shall be completed by CRD forces at the developer's expense. An approval letter must be issued from the CRD before approval of the subdivision will be considered. Hydrant(s) must be installed such that the centre of each lot is within 150m of a hydrant measured along an access route. The nearest hydrant is located approximately **200m** away from the centre of the development site as shown on **Schedule B (the Area Map)**. You are required to install a new hydrant as a condition of this development.

FIRE UNDERWRITERS SURVEY (FUS)

A Fire Underwriters Survey is required to demonstrate that available fire flows are (or will be) available prior to subdivision approval. The report should be prepared by a Professional Engineer, include a site plan with applicable setbacks and be submitted concurrently with the civil design drawings.

ELECTRICAL AND TELECOMMUNICATIONS

Electrical power and telecommunication services must be provided underground to every parcel to the satisfaction of the Approving Officer and Director of Engineering and as required in Schedule 9 of the Subdivision and Development Servicing Bylaw. You are required to demonstrate telecommunication services fit within the road right of way and ensure they are shown on your servicing drawings. Please coordinate the installation telecommunication services to your development with the service providers if you choose to provide them.

Please contact BC Hydro, and your selected telecommunication service provider(s) to coordinate the installation of these services. No new streetlights are required.

GAS

Gas pipelines exist within the road allowance(s) fronting the development. The developer is to contact BC 1 Call at 1-800-474-6886 a minimum of 48 hours ahead of any excavations within the road allowances to obtain gas location records.

If the Developer requires gas servicing to the development they shall contact FortisBC at 1-888-224 2710, by the internet at www.fortisbc.com then select 'natural gas' or by submission by their Civil Consultant to gasservice@fortisbc.com supplying the required information for design. The developer is to allow a minimum of 4 months lead time prior to installation.

Gas must be accommodated for in any new roadway, within the right-of-way provided. The location of gas main within the right-of-way must be demonstrated through drawing submission whether installed with the development or not.

GEOTECHNICAL

The geotechnical engineer must perform two duties during the subdivision process. The first relates to the registration of the subdivision and the second to drawing approval and the construction of the lots.

The first role of the geotechnical engineer is to provide a report that certifies there are no hazards to the land due to erosion, land slip or avalanche and that the lands may be safely used for the use intended. If

hazards are identified, the report must describe the works necessary to mitigate the hazards and state that the lands will be safe to use for the use intended provided that the works described in the report are completed. The subdivision cannot be registered without either of the above statements being accepted by the City. Please refer to the Land Titles Act s.86, the Community Charter s.56 and the Guidelines for Legislated Landslide Assessments for more information about the criteria for certification.

The second role is to ensure the geotechnical aspects of the site servicing meet the requirements of Bylaw 1000 s.3.1. The geotechnical engineer is required to review the civil site servicing drawings prior to their submission to the City to ensure the works can be realized as shown. The lot grading along with all significant slopes, walls and areas of fill must be shown on the civil drawings. All retaining walls or slopes must be entirely contained within the lots they support. The civil site servicing drawings cannot be approved prior to the acceptance of the geotechnical report.

A final geotechnical report that includes the certification mentioned above, describes the complete and/or incomplete works and contains a photographic record of each lot, prepared building site, retaining walls and areas of fill must be submitted before the subdivision can be considered for approval. All submissions must list the City as an authorized user of the report. This report must be appended to a covenant registered on title that conforms to s.56 (4) of the Community Charter.

CANADA POST

Canada Post is to be contacted to determine the type of mail delivery service and mailbox locations before drawings are submitted to the City of Langford. The location of mailboxes (where applicable) are to be shown on the design drawings.

Please contact Canada Post *Delivery Planning* for the Victoria Area and Southern Gulf Islands to discuss options that are available to the developer and the responsibilities of the developer in relation to the provision of notice to prospective purchasers regarding Community Mail Box locations.

PARK DEDICATION

Parkland dedication must be provided when three or more additional parcels are created and at least one of the parcels is 2 hectares or smaller as per section 510 of the *Local Government Act*. The Parks Department has not identified a requirement for dedicated park, so you will be required to provide 5% cash-in-lieu of park dedication based on the post-rezoning assessed value prior to subdivision approval.

AFFORDABLE HOUSING

As per the requirements of rezoning, you are to provide \$660 per new lot created towards the Affordable Housing Reserve Fund, prior to subdivision approval. You are not required to provide any affordable housing units as part of this development.

PEDESTRIAN TRAIL DEDICATION

Pedestrian connectivity via a 2.0 m trail network is required as a condition of DVP20-0013 and this development which will link the proposed development to Walfred Road. The pedestrian connection is to include concrete stairs, lighting bollards and trail bollards as required, to the satisfaction of the Manager of Parks. This work must be completed prior to issuance of an Occupancy Permit for any new building within this proposed subdivision.

ROAD NAMES

Please see the attached **Schedule A (the Site Plan)** that describes the road names for this subdivision. Roads A and B require a new road name. The City will assign a road name unless you indicate that you wish to suggest possible names for this road, for which you will need to contact Robert Dykstra of the Planning Department at rdykstra@langford.ca to commence that process.

NEW ROAD IMPROVEMENTS

The new roads are to be designed to a modified Bylaw No. 1000 standard road cross section **R11** that includes: a road Right-of-Way (ROW) width of 15 m, which may include small areas where utility “cut outs” have been approved by the Director of Engineering. The road ROW shall contain two 3.0 m drive lanes with an additional 2.5 m of paving for parking along the south side, non-mountable curbs, a 1.5 m brushed concrete sidewalk along the south side, boulevard grass, trees and irrigation, streetlights, and parking signage.

Street parking is required at a 2:1 ratio, which translates to 14 street parking spaces being provided on this road. Please provide a street parking plan that demonstrates these 14 spaces on this road.

PROCESS

PRE-DESIGN MEETING

Any applicant intending to construct works or services required for the approval of a subdivision or development shall arrange for a Pre-Design Meeting with the *Manager of Engineering Construction* who can be contacted at (250) 474-0068. The meeting should be organized by the applicant’s Civil Engineer.

The pre-design meeting fee is as noted in the Development and Services Bylaws and is based on the number of lots being considered. The fee is **\$8,285**. Please allow at least 48 hours’ notice to schedule the meeting.

CONSTRUCTION APPROVAL PACKAGE

All designs and reports required for the approval of the subdivision should be submitted as a package. All construction drawings required for subdivision must be reviewed and approved by the Director of Engineering. The drawings must be certified by a professional engineer. Please see Schedule 12 of Bylaw No. 1000 for drafting standards. The applicant must submit one (1) set of drawings complete with a letter of engagement, certified cost estimate, and Storm Water Management declarations as described in Schedule 5 of Bylaw No. 1000. All other requirements such as a geotechnical or environmental report must be submitted with a letter of engagement. Any construction of works and services prior to approval to construct by the Director of Engineering is at the owner’s risk. All construction is under the supervision of the design engineer.

TRAFFIC BYLAW 33 (Highway Use Permit)

A Highway Use Permit must be issued to the contractor before any work takes place within the road right of way. Please submit a Bylaw 33 Schedule C complete with evidence of insurance against all claims for personal injury and property damage in an amount not less than \$5,000,000.00 with the City named as co-insured. The fee for this permit will be calculated upon receipt of a certified cost estimate based on the approved drawings.

CONSTRUCTION ADMINISTRATION FEE

The Construction Administration (Onsite Works) Fee is based on the engineer's certified cost estimate of those works constructed onsite that will be transferred to the City. Note that the onsite works fee has not been calculated in the Subdivision Fee Details. This will be calculated upon receipt of a certified cost estimate based on the approved drawings and is to be paid prior to the Pre-Construction meeting.

PRE-CONSTRUCTION MEETING

A pre-construction meeting should be held at the site once the construction approval package has been approved and Highway Use Permit has been issued. It should be organized by the applicant's civil engineer with the Manager of Engineering Construction. All relevant professionals and utility providers such as the geotechnical engineer, West Shore Environmental Services (WSES), BC Hydro, Telus, and Shaw Cable should attend. Please allow at least 48 hours' notice to schedule the meeting.

APPLICATION FOR SUBDIVISION APPROVAL

Final approval of the subdivision will not be granted unless the applicant has received a letter of acceptance from the Director of Engineering that all works are complete or the applicant has entered into a Servicing Agreement and the application for final approval form complete with the fees and DCC as described in **Schedule C (Subdivision Fee Details)**, attached, and proof that all property taxes have been paid has been submitted.

When you are ready to complete the application form for Subdivision Approval, and that application is received by the City; the City will review the installed works as requested by your engaged Civil engineer and working with your consultant, will provide a list of deficiencies which are to be rectified. The list of deficiencies will make up the security requirement for your development if the City agrees to sign your plan of subdivision prior to the works being completed and accepted for use. The deficiencies and security will be tied to the development and Development Company through a servicing agreement that will be signed by both the developer and the City prior to acceptance of your plan of subdivision.

CONSTRUCTION ACCEPTANCE

The works and services to be owned and maintained by the City will not be accepted until the works have been approved as installed and the following documents have been reviewed and approved by the Director of Engineering. Construction acceptance that marks the beginning of the one (1) year warranty period, will be issued by the Director of Engineering provided that:

1. All deficiencies are complete and certified by the Civil Engineer as to the requirements of Bylaw No. 1000 as required by the Director of Engineering
2. All as-constructed information has been received
3. Stormwater certification as described by Schedule 5 of Bylaw No. 1000 has been received from the engaged Civil Engineer
4. The geotechnical engineer must provide certification as described by Schedule 3 of Bylaw No. 1000
5. Acceptance of all utilities' services installed within the road right of ways or on SRW by the respective utilities
6. An electrical declaration from the provincial safety authority for all electrical works is submitted and received

7. Security has been submitted and accepted by the City in the amount of 10% of the cost of works and services as described in a certified cost estimate provided by the civil engineer. The security will be retained for the one (1) year warranty period until Construction acceptance.

FINAL ACCEPTANCE

Final Acceptance of the works can be issued as early as one (1) year after Construction Acceptance provided that:

1. Video inspection reports have been submitted to the City, complete with works completion statements by the Design Engineer. The submitted documents and video inspection reports will be reviewed by the City for acceptance
2. There are no outstanding deficiencies with the works being considered for Final Acceptance.

AS-CONSTRUCTED INFORMATION

Please submit the following documents on acceptance of the works: Three paper copies of the as constructed drawings tied to two monuments and signed and sealed by the professional engineer, one AutoCAD version to NAD-83 coordinates and tied to two monuments, one PDF version and an As-Constructed inventory for all City owned works.

DEVELOPMENT COST CHARGES AND FEES

Please see **Schedule C (Subdivision Fee Details)** for a summary of the Development Cost Charges (DCC), Amenity Contributions, and Fees. These must be paid before the subdivision will be considered for approval. Note that the Onsite Works and Bylaw 33 Fees have not been calculated in the Subdivision Fee Details. They will be calculated upon approval of the certified cost estimate.

LEGAL DOCUMENTS

At the time of application for Final Application for Subdivision registration, please submit the following documents concurrent with your request;

- Legal Plan of Subdivision – Digital (PDF and AutoCAD)
- Geotechnical Covenant
- Interface Fire Hazard Covenant
- SRW for temporary two-point turn
- Storm Water Operation and Maintenance Covenant (if required)

All legal documents must be accompanied by a letter of undertaking from your solicitor stating in clear terms:

1. The order of registration;
2. The solicitor undertakes to register with Priority Agreement (if necessary);
3. The solicitor undertakes to register the documents and legal plans in a form that has been either approved or executed by the City of Langford;
4. The solicitor undertakes to provide to the City with a copy (hard copy or electronic) of all registered documents and plans complete with registered numbers; and
5. The legal plan and all other documents will be returned to the City if any of the documents are rejected by the Land Titles Office within two days of a rejection notice being issued.

The registering party (lawyer or legal surveyor) is required to provide the Approving Officer with a signed copy of the signatures page for all the required signatories of the legal plan concurrent with the request for Approving officers consideration of that plan (or prior to the Approving Officer signing the plan).

SERVICING AGREEMENT, SECURITY AND MAINTENANCE

You may enter into a servicing agreement with the City if you wish to receive subdivision approval before the works have been constructed and a letter of acceptance has been issued by the Director of Engineering. You must provide a letter of credit or cash equal to 100% of the cost of completing all works and services required by Bylaw No. 1000 including as-constructed information. The cost of completion must be based on a certified estimate from the civil engineer. The term of the agreement will be one (1) year. The City will have the authority to draw on the letter of credit to complete the works after the term has expired.

Please be aware that any subdivision must comply with the regulations for subdivision at the time a request is made for subdivision approval except as allowed in Section 509 of the *Local Government Act*.

If you have any questions or concerns, please contact **James Oliver** at the City of Langford Land Development Department at (250) 478-7882.

Sincerely,



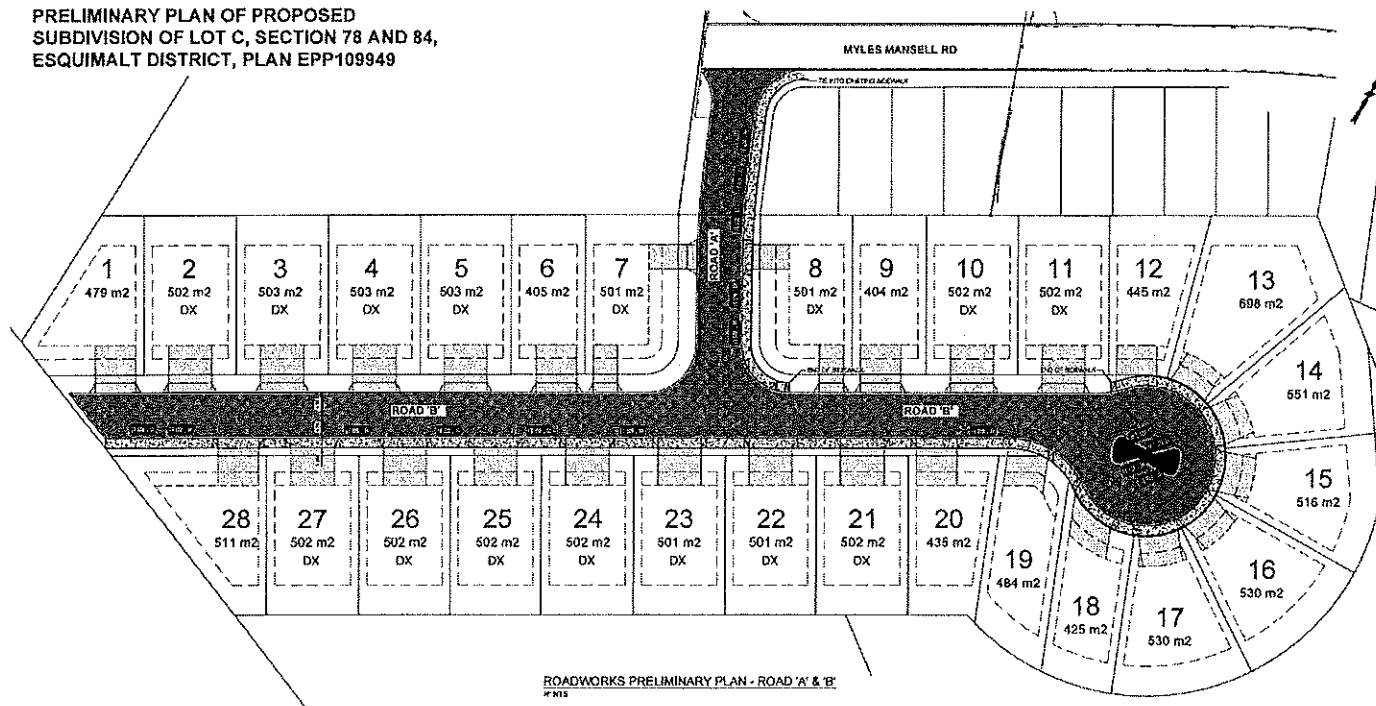
Leah Stohmann, MCIP, RPP
Approving Officer

Copies: Capital Regional District Water Department
Westshore Environmental Services
Director of Engineering
Manager of Parks
Chief Building Inspector
GIS

Your next steps are:

1. Engage necessary Professionals (Civil Engineer, Geotechnical Engineer, and Electrical Engineer;
2. Call Langford's Engineering Department to arrange a pre-design meeting.


PRELIMINARY PLAN OF PROPOSED
SUBDIVISION OF LOT C, SECTION 78 AND 84,
ESQUIMALT DISTRICT, PLAN EPP109949



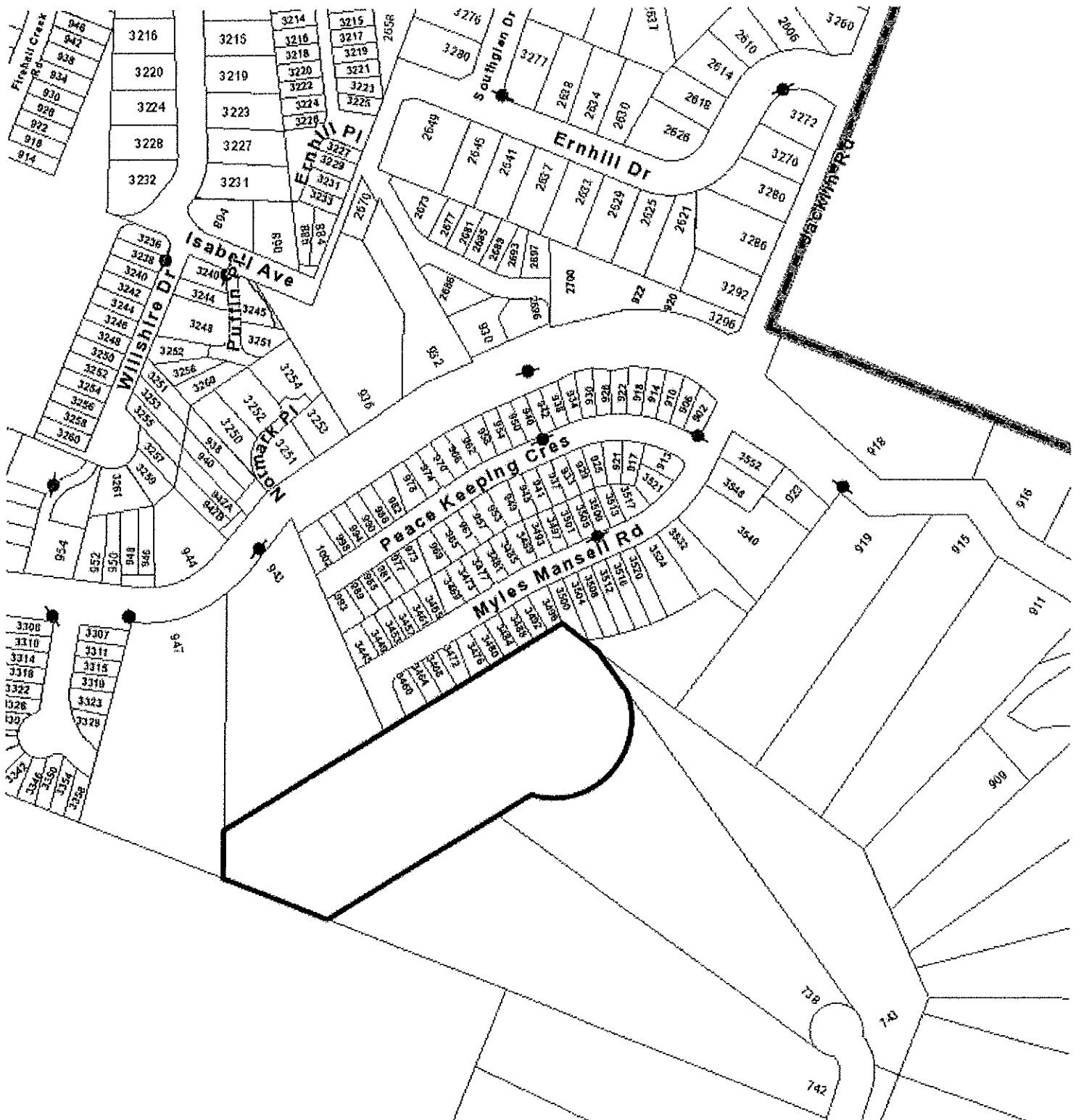
ROADWORKS PRELIMINARY PLAN - ROAD 'A' & 'B'

LE (628)	DATE
05	05/07/75

[illegible]

 McShannery 1401 W. 10th St. Suite 100 Tulsa, Oklahoma 74103 Phone: (918) 438-1111 Fax: (918) 438-1112 E-Mail: info@mcshannery.com Website: www.mcshannery.com		PRELIMINARY NOT FOR CONSTRUCTION		CORA VENTURE CORP. 10000 E. 10th St. Suite 100 Tulsa, Oklahoma 74116 Phone: (918) 438-1111 Fax: (918) 438-1112 E-Mail: info@mcshannery.com Website: www.mcshannery.com		Drawing No. SK100 Project No. 2014-204660-01
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City of Langford
SCHEDULE B - AREA MAP



Schedule C - Subdivision Fee Details

3456 Myles Mansell

Sub21-0048

2021-12-05

Type	Quantity	Fee Amount	Total Amount	Paid	Date Paid
SUB SU010 - SOC - Admin Fee (res lots)	1	\$ 525.00	\$ 525.00	\$ 525.00	2021-10-04
SUB SU010 - SOC - Unit Fee - per lot	27	\$ 50.00	\$ 1,350.00	\$ 1,350.00	2021-10-04
SUB SU010 - PRE-DESIGN - Admin Fee	1	\$ 885.00	\$ 885.00		
SUB SU010 - PRE-DESIGN - Unit Fee - 500-835m2 in the R2 Zone	20	\$ 300.00	\$ 6,000.00		
SUB SU010 - PRE-DESIGN - Unit Fee - less than 500m2 (any zone)	7	\$ 200.00	\$ 1,400.00		
SUB SU020 - FINAL - Admin Fee	1	\$ 824.00	\$ 824.00		
SUB SU020 - FINAL - Unit Fee - 500-835m2 in the R2 Zone	20	\$ 200.00	\$ 4,000.00		
SUB SU020 - FINAL - Unit Fee - less than 500m2 (any zone)	7	\$ 150.00	\$ 1,050.00		
SUB SU170 - FINAL - ISA Survey Fee	27	\$ 50.00	\$ 1,350.00		
SUB ISIF SU180 - Residential Lot - greater than 400m2	27	\$ 495.00	\$ 13,365.00		
DCC - SU060, Park Acquisition	27	\$ 1,100.00	\$ 29,700.00		
DCC - SU070, Park Improvement	27	\$ 1,890.00	\$ 51,030.00		
DCC - SU110, CRD Water (Low Density Residential)	27	\$ 2,922.00	\$ 78,894.00		
DCC - SU120, School Acquisition - Low Density - < 21 units	27	\$ 1,000.00	\$ 27,000.00		
DCC Roads - SU080, SFD w/ suite per lot or SFD (>300 sq m lot)	27	\$ 5,876.00	\$ 158,652.00		
DCC Storm - SU090, SFD w/ suite per lot or SFD (> 300 sq m lot)	27	\$ 1,878.00	\$ 50,706.00		
SUB RS030 - Affordable Housing Reserve Fund (EA)	27	\$ 660.00	\$ 17,820.00		
SUB RS010 - Amenity Reserve Fund Fee (EA)	27	\$ 3,960.00	\$ 106,920.00		
SUB SU160 - FINAL - Cash In Lieu of Parkland	1		TBD		
Total			\$ 551,471.00		
Paid				\$ 1,875.00	
Amount owing			\$ 549,596.00		

NOTE: Additional ISIF, Parks, CRD Water, School Acquisition, Roads and Storm

DCCs for Duplexes will be payable at Building Permit



Integrated Water Services
479 Island Highway
Victoria, BC, Canada V9B 1H7

T: 250.474.9600
F: 250.474.4012
www.crd.bc.ca

November 3, 2021

File: 3360-20-JDFLF-21-044
Your File: SUB21-0048

via e-mail

Mr. James Oliver
City of Langford
2nd Floor, 877 Goldstream Avenue
Victoria, BC V9B 2X8

Dear Mr. Oliver:

RE: PROPOSED SUBDIVISION OF 3456 MYLES MANSELL ROAD

Thank you for your subdivision referral received October 12, 2021, which requests that we examine the above mentioned proposal with regard to the water supply regulations and policies of the Capital Regional District (CRD) Integrated Water Services as established for the Juan de Fuca Water Distribution Commission.

If the CRD receives an appropriate application to supply water, and if the Owner(s) is prepared to pay the necessary costs and fees as authorized under CRD Bylaw No. 4190, community piped water can be supplied to this proposed subdivision, subject to the following:

1. The Owner(s) pays for the supply and installation of a water distribution system capable of meeting all domestic requirements and provide fire flows to Fire Underwriters Survey (FUS) requirements, all designed in accordance with CRD Water Services Engineering Specifications and Standard Drawings. The Owner(s) also pays for all upgrades to the existing water distribution system to meet the conditions stated above, if required.
2. Please note that the hydraulic grade line (HGL) in the water main at the end of Myles Mansell Road is approximately 155 metres geodetic at peak hour demand (PHD). CRD Bylaw No. 4190 states that the CRD shall not approve an engineering design of a Waterworks Extension where the minimum water pressure at the property line may be less than 275 kPa (40 psi) at PHD. As such, water service cannot be provided to the proposed lots on the extension of Myles Mansell Road where the property frontage may be situated above 127 metres geodetic, unless the Owner(s) is prepared to design and install a water distribution system capable of delivering the required water pressure noted in the bylaw.
3. The Owner(s) pays all applicable connection fees for the new lots created by this subdivision. The subject property is not presently provided with water.

4. The Owner(s) pays for the supply and installation of water mains throughout the full length of the roads created by the proposed subdivision. Types and sizes of the water mains to be installed are subject to the approval of the CRD.
5. The Owner(s) shall submit a disinfection and flushing plan to the CRD for review and approval prior to the start of waterworks construction. The plan shall be prepared by a professional civil engineer, and is to be submitted to the CRD at the same time as the design drawings. The disinfection and flushing plan is to include details for the initial and final flushing of the new waterworks, as well as details for the annual flushing of the water mains by the CRD for maintenance purposes. The plan shall ensure that a scouring velocity of 1.5 m/s will be provided.
6. The Owner(s) pays for the supply and installation of flush valves in locations as shown on design drawings approved by the CRD and as noted in the disinfection and flushing program provided by the engineer.
7. The CRD will provide personnel to supervise and inspect the flushing of the new waterworks. The Owner(s) shall pay all costs for the inspection services.
8. The Owner(s) shall submit a chlorination and de-chlorination plan to the CRD for review prior to the start of construction.
9. The Owner(s) pays for the supply and installation of a fire hydrant(s), if required, in a location approved by the City of Langford Fire Department and CRD Integrated Water Services.
10. The Owner(s) pays for pavement restoration if it becomes necessary to cut and remove pavement in order to install any of the works.
11. The Owner(s) pays for drilling and blasting of rock, if necessary for the installation of the proposed works.
12. Prior to any installation of waterworks material, this proposed subdivision must be legally posted, and a copy of the posting plan deposited with the CRD.
13. The Owner(s) shall engage a professional civil engineer, registered in the Province of British Columbia, for the purpose of preparing design drawings for the above required waterworks. The drawings are to be submitted to the CRD for approval prior to the start of construction. Submission of the drawings shall be subject to an administrative charge payable to the CRD in advance of the initial review of the drawings.
14. The Owner(s) shall retain the Engineer of Record to provide layout, inspection and to certify the Work was constructed in accordance with the approved Design Drawings. A minimum of twenty hours per week is required. The Engineer of Record shall provide certified Daily Inspection Reports. The requirements are detailed in the CRD Water Services Engineering Specifications and Standard drawings and related Appendices.
15. The Owner(s) will be required to enter into an agreement with the CRD prior to the start of construction, at which time a deposit equal to the total of all applicable fees, charges and the estimated cost of work to be performed by the CRD, shall be paid to the CRD.

16. Upon completion of the distribution system, the CRD will conduct a final inspection of the works. The inspection and subsequent issuance of a Construction Completion Certificate shall be subject to a service charge.
17. 'As Constructed' drawings of the completed works shall be provided to the CRD in digital AutoCAD format complete with plot style table (CTB file), DWF file containing all drawings and a reproducible copy to NAD83 UTM coordinates where available.

The fire flow available to the hydrants in the area surrounding the subject property is limited by the capacity of the Fulton Fire Pump, which is 4,800 L/min (1,056 lpm).

Please note that the fire flow stated above does not account for the maximum allowable velocity in the water mains under the fire flow conditions permitted by the CRD. Depending on the fire flow requirements of the development, upgrading of the existing water distribution system may be required.

In stating the fire flow available, the CRD expresses no opinion as to the adequacy of the stated fire flow to provide fire protection and if applicable, recommends that the Owner(s) take the appropriate steps to confirm the available fire flow by means of a field hydrant flow test at the Owner(s) expense. Results of the field hydrant flow test may have to be adjusted to reflect a maximum day demand scenario and should be provided to the CRD. The CRD will require at least 24 hours' notice of the date and location of the flow test.

The Owner's Engineer will be required to calculate the fire flow requirements to Fire Underwriters Survey (FUS) standards for the development and confirm in writing to both the CRD and the City of Langford that the available flow from the CRD system is sufficient. It is recommended the Owner's Engineer contact the City of Langford to discuss hydrant location and orientation.

If an increase in the level of fire protection is required to meet CRD Engineering Specifications and Standard Drawings, FUS or to meet the requirements of the City of Langford, the Owner(s) would be responsible for all costs associated with designing and upgrading the distribution system to the extent necessary to provide the required flows.

Depending on the intended use of the property, a Development Cost Charge may apply to each of the new lots created by this subdivision.

It is assumed that the wastewater generated from this development will eventually be discharged into the regional sewer system for eventual treatment and disposal at the CRD McLoughlin Point Wastewater Treatment Plant. Please be reminded that the City of Langford has an allocated capacity in the regional conveyance and treatment system as defined in Bylaw 2312, "Liquid Waste Management Core Area and Western Communities Service Establishment Bylaw No. 1, 1995". The CRD will require the City of Langford to review and confirm that the additional wastewater flows generated from this proposed development does not exceed Langford's total allocated capacity in the regional system.

This letter is for the purpose of providing you with information regarding the services available from the CRD, and should not be construed as either approval or rejection of the proposed subdivision by the CRD.

These conditions are valid for 180 days from date of writing. However, if at any time there is a change in legislation, regulations and CRD Bylaw No. 4190, which would cause any of the above conditions to be non-conforming, then the CRD reserves the right to revise any or all of the conditions accordingly, at any time during the 180 day period.

Yours truly,



Joseph Marr, P.Eng.
Manager, Water Distribution Engineering and Planning
Infrastructure Engineering
Integrated Water Services

Jm:eu

cc: Ian Jesney, Senior Manager, Infrastructure Engineering
Chris Aubrey, Fire Chief, City of Langford

EXHIBIT B – DEVELOPMENT PERMIT



Development Permit No. DP21-0077

Development Permit No. DP21-0077 is hereby issued by the Council for the City of Langford to Ron Coutr  on behalf of Cora Venture Corp. for the development within the Steep Slopes and the Wildlife Habitat and Biodiversity development permit areas to allow for a 28-lot subdivision on the property legally described as: Lot C, Sections 78 and 84, Esquimalt District, Plan EPP109949, (3456 Myles Mansell), subject to the following terms and conditions:

1. Appendices

The following requirements are imposed under Section 490 of the *Local Government Act*:

- a) The site shall be developed in substantial accordance with the site plan attached (Appendix A);
- b) The site shall be developed in substantial accordance with the Detailed Biophysical Assessment prepared by Cascadia Biological Services, dated September 2021, a copy of which may be obtained upon request from the Planning Department;
- c) The site shall be developed in substantial compliance with the elevation plans, attached (Appendices C through E) attached to and forming part of this permit.

2. Other Conditions

The following requirements are imposed under Section 490 of the *Local Government Act*:

ZONING

- a) The site shall be developed in accordance with the requirements of the One- and Two-Family (R2) Zone;

ENVIRONMENTAL

- b) In accordance with the rezoning application (Z20-0019) and a registered covenant on lands to the south, those lands to the south are designated as a non-disturbance area, and therefore no land may be altered, no vegetation or trees may be trimmed or removed and no buildings may be constructed within those identified areas;
- c) **Prior to commencement of any work on site**, the applicant shall provide a letter of engagement from a registered professional biologist stating that they will monitor activities on site throughout the course of construction and will provide progress reports to the Director of Planning. The monitor shall report to the Director of Planning and have the authority to stop work on the site;

- d) **Prior to commencement of any work on site**, the applicant shall erect construction fence to protect the non-disturbance area for the expressed purpose of limiting possible intrusion into these areas. The applicant shall also erect, concurrently with the construction fencing, all-weather signage that indicates that the area within the barrier is a protected zone;
- e) If possible, tree falling should occur before February or after mid-August to avoid the bird nesting window. If tree falling is to be scheduled during this period, an active nest survey and a nocturnal raptor survey shall be conducted prior to the commencement of such tree falling. If any nests are discovered, a non-disturbance buffer with a width determined by the project biologist shall be established around the nest tree;
- f) Tree protection on site shall be to the satisfaction of the Director of Planning, and in particular:
 - i) No grubbing, stockpiling of materials or soil removal shall occur within the drip line of any tree that is to be retained. Construction fencing shall be placed beyond the drip lines of these trees to ensure their protection. **The project arborist or biologist shall confirm with the City that this has been completed prior to the commencement of work;**
 - ii) The project arborist or biologist shall mark the trees to be retained and ensure the falling contractor does not remove the marked trees;
 - iii) Where the project arborist or biologist recommends removing the tree OR modifying the tree for wildlife habitat use, the tree shall be modified for wildlife habitat use; and
 - iv) No trees shall be felled into the non-disturbance areas to the south.
- g) All mitigation and protection measures specified in the Detailed Biophysical Assessment, identified in 1. b) above, shall be implemented under the direction of the project biologist and to the satisfaction of the Director of Planning;
- h) Home sites shall be landscaped so as to preserve the integrity of protected areas by minimizing the invasion of domestic plantings into the non-disturbance areas, through the selection of plant material and the location of planting areas in accordance with the recommendations of a registered professional landscape architect or the project biologist;
- i) No heavy equipment is permitted within the non-disturbance area to the south;
- j) All equipment working on-site shall be monitored for leaks;

STEEP SLOPES, EROSION CONTROL AND STORMWATER MANAGEMENT

- k) To the satisfaction of the Director of Engineering, the applicant shall carry out appropriate drainage improvement and stormwater management works;
- l) The site shall be developed in such a way that the existing drainage system and the quality and quantity of storm water run-off are maintained, by:
 - i) Not increasing the volume of stormwater discharge from the site;
 - ii) Not increasing the sediment loadings of stormwater discharge from the site;

- iii) Preventing potential spills of hazardous materials, oils and other contaminants into the stormwater discharge from the site;
- m) A sediment control plan shall be provided to the satisfaction of the Director of Engineering **prior to commencement of any work**, and shall include a plan for enforcement during all stages of site preparation and construction;
- n) A sediment control plan has that has been prepared by McElhanney, Project No. 2241-20-060-00 and dated October 29, 2021 shall be adhered to, which is attached in Appendix B.
- o) Emergency supplies (e.g. sediment fencing, straw bales, sand bags, etc) shall be kept on-site to ensure quick response to any sediment issues that arise;
- p) Site clearing shall be undertaken immediately prior to construction in order to minimize the amount of time that disturbed soils are exposed to weathering;
- q) Sedimentation ponds and silt fencing shall be installed, as required by and to the satisfaction of the Director of Engineering, to retain sediments on site;
- r) Sediment control structures shall be installed as the first construction activity, and shall be inspected and maintained regularly, and repaired as necessary;
- s) Ditches, and/or berms, shall be installed, as required by the Director of Engineering, to direct surface runoff away from disturbed areas and the protected non-disturbance areas designated by this Permit. Ditches should be engineered to prevent erosion due to high water velocities through the use of check dams, filter fabric, rock rip-rap or a polyethylene lining;
- t) Exposed soils, that are in the opinion of the project biologist subject to erosion shall be re-vegetated or otherwise protected from run-off erosion, to the satisfaction of the project biologist;
- u) Geotechnical certification will be required for any development on hillsides of 30% or greater slope. This shall be provided as a condition of either subdivision approval or building permit, as required by the Director of Engineering or Chief Building Inspector;
- v) Rock slopes adjacent to building lots must be certified as safe for the intended use by a Geotechnical Engineer prior to the issuance of a building permit;

FORM AND CHARACTER

- w) Variations in height, rooflines and massing shall be provided to create visual interest;
- x) The residential buildings on the Lands shall not exhibit repetition in design, and in particular there shall not be, within any group of three adjacent dwellings on the Lands, a duplication of building height, roof shape or pitch, porch design, façade fenestration or façade finishing materials;
- y) The residential buildings on the Lands shall have such architectural features as amply proportioned porches and verandas, dormers and gables, belt courses, amply proportioned window and door trim and bargeboards, and variations in finishing materials including wood, rock,

and stucco; with a preference of no more than 5 building materials being used on one elevation;

- z) When using stone or rock accents, these should appear as a supporting element to the primary mass and entryway, however they should not be visually heavier than the primary building material on the elevation;
- aa) Windows shall not have more than two shapes and should use the same window trim across the elevation, in order to avoid visual clutter;
- bb) Windows on the second storey should be smaller or equal in size to the ground-level windows;
- cc) The residential buildings on the Lands shall have maximum fenestration of side lot facades as allowable under the *BC Building Code*;
- dd) Garage doors should integrate into the overall design of the home and should create visual interest with trim and decorative accents, window transoms and other elements to break up the mass;
- ee) Houses on corner lots shall address each street frontage with an attractive building face, including elements that may project into side yard setbacks;

LANDSCAPING

- ff) Landscaping shall provide:
 - i. Screening for the privacy of occupants of properties adjacent to the intensive residential development;
 - ii. low-height vegetation between adjacent driveways to mitigate the visual impact of paved surfaces; and
 - iii. plant species which may be considered drought resistant;
- gg) Landscaping/screening areas between parking areas and roads should be a minimum height of 1.2 m (4ft) at time of planting;
- hh) All planted areas should be serviced and maintained by an underground automatic sprinkler system;

GENERAL

- ii) All soil removal and deposit works and blasting works shall be approved by the Engineering Department, as required by Bylaw Nos. 181 and 1000, before commencing work. This permit does not imply any approval of such works;
- jj) All road frontage improvements, use of road rights-of-way, off-site works and services shall be approved by the Engineering Department before commencing work. This permit does not imply any approval of such works;

- kk) On-site services are not to be installed in advance of obtaining the necessary permits from the Building and Engineering Departments; and
- ll) Full frontage improvements shall be provided in accordance with Bylaw No. 1000, and to the satisfaction of the Director of Engineering.

3. Bonding

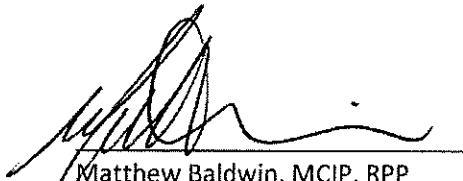
Prior to Subdivision Approval or the Issuance of a Building Permit, whichever is first, the applicant must deposit the following security under Section 502 of the *Local Government Act*:

- a) An engineering security deposit to the satisfaction of the Director of Engineering for works that may include frontage improvements and roadway damage deposit pursuant to City bylaws.

4. Expiry

Pursuant to Section 504 of the *Local Government Act*, this permit will lapse on the second anniversary of the date of issuance unless construction, in accordance with the terms and conditions of this permit, has been substantially started.

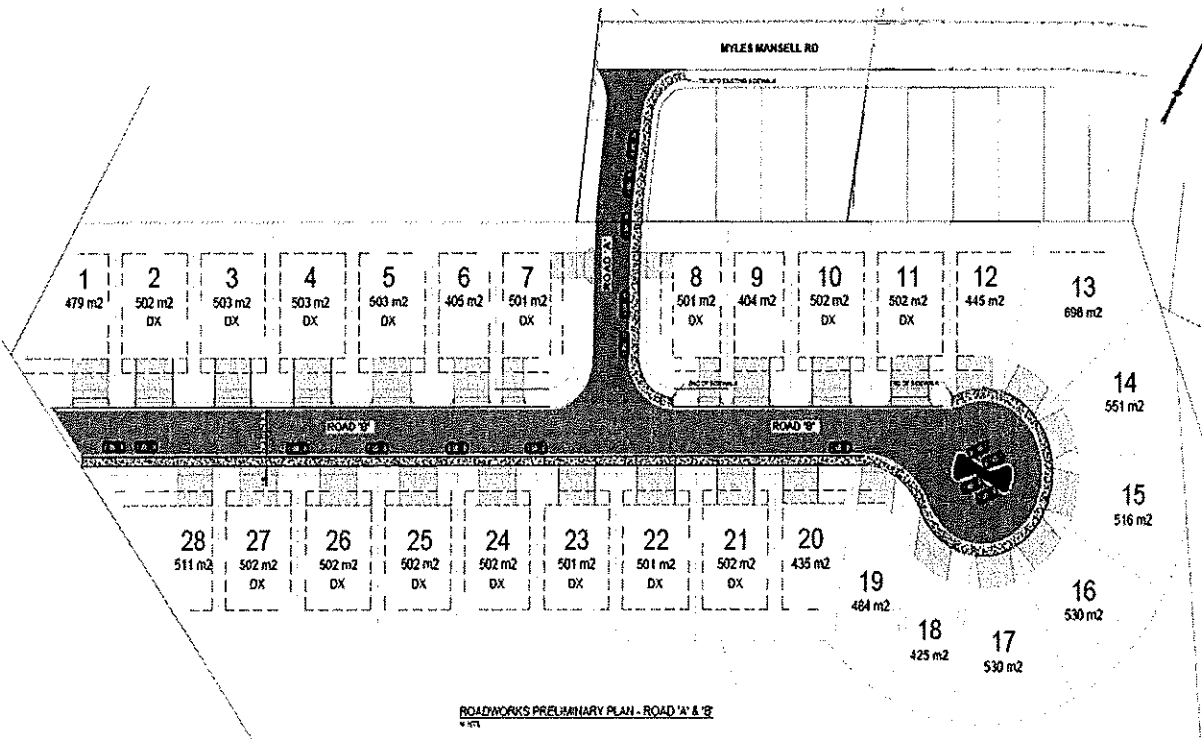
Approved by the Director of Planning the 25th day of November, 2021.



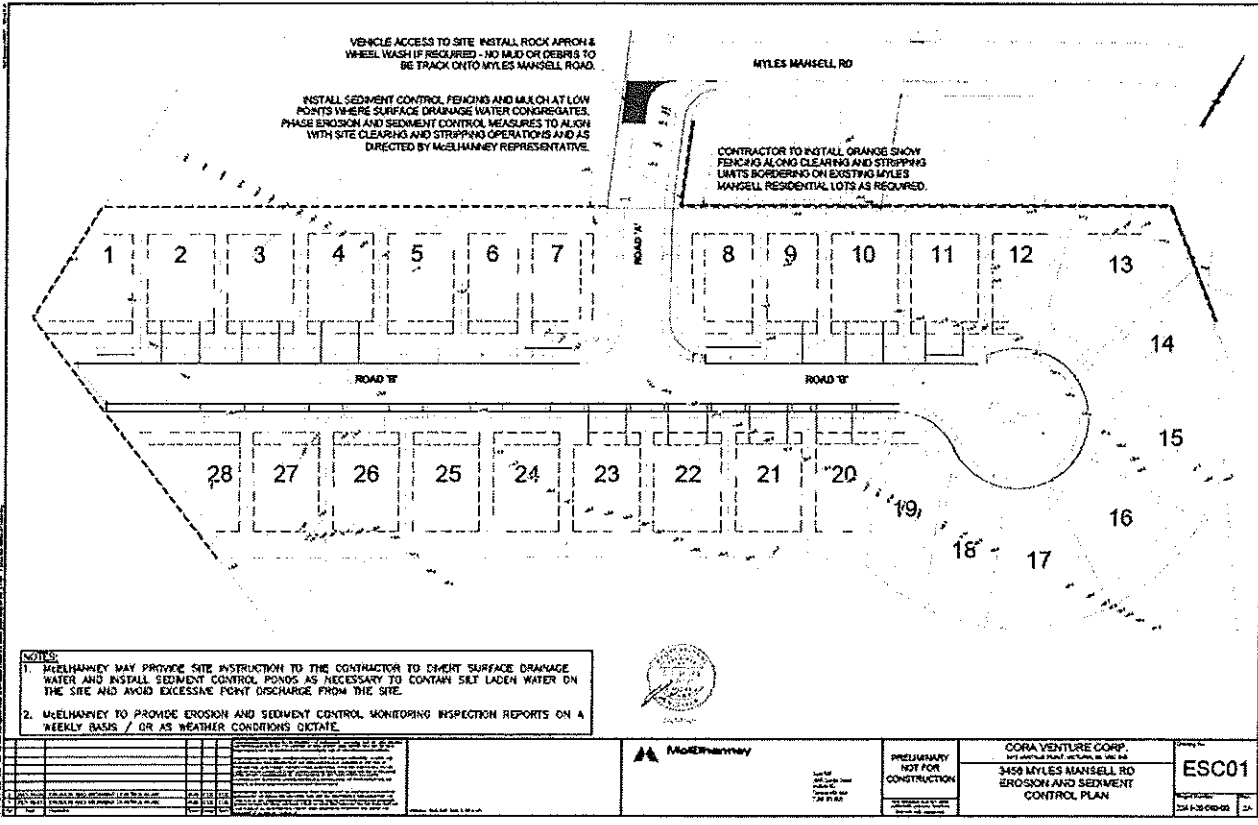
Matthew Baldwin, MCIP, RPP
Director of Planning

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Schedule 'A'
Site Plan



Schedule 'B'
Erosion and Sediment Control Plan



Schedule 'C' Elevation Plans



Scheme A

FUNCTIONS & EQUIPMENT	GENERAL
1. <u>WORK</u>	working party
2. <u>REPORT</u>	report
3. <u>CONTRACTS</u>	contract party
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Scheme B

PROPOSED REVISIONS	REMARKS
1. Add a new section	Added a new section
2. Change the title	Changed the title
3. Add a new paragraph	Added a new paragraph
4. Change the format	Changed the format
5. Add a new table	Added a new table
6. Change the font	Changed the font
7. Add a new figure	Added a new figure
8. Change the layout	Changed the layout
9. Add a new appendix	Added a new appendix
10. Change the cover	Changed the cover



Scheme C

[illegible]

Scheme D

[illegible]

Typical 3-Storey Residence



Scheme E

FINISHES & MATERIALS	COLORS
Exterior Walls	Light Grey
Roof	Dark Grey
Windows	White
Doors	Dark Grey
Trim	White
Decking	Light Grey
Stairs	Dark Grey
Foundation	Dark Grey
Landscaping	Green
Lighting	Warm White
Pool	Blue
Other	As per design



Scheme F

FINISHES & MATERIALS	COLORS
Exterior Walls	Light Grey
Roof	Dark Grey
Windows	White
Doors	Dark Grey
Trim	White
Decking	Light Grey
Stairs	Dark Grey
Foundation	Dark Grey
Landscaping	Green
Lighting	Warm White
Pool	Blue
Other	As per design



Scheme G

FINISHES & MATERIALS	COLORS
Exterior Walls	Light Grey
Roof	Dark Grey
Windows	White
Doors	Dark Grey
Trim	White
Decking	Light Grey
Stairs	Dark Grey
Foundation	Dark Grey
Landscaping	Green
Lighting	Warm White
Pool	Blue
Other	As per design



Scheme H

FINISHES & MATERIALS	COLORS
Exterior Walls	Light Grey
Roof	Dark Grey
Windows	White
Doors	Dark Grey
Trim	White
Decking	Light Grey
Stairs	Dark Grey
Foundation	Dark Grey
Landscaping	Green
Lighting	Warm White
Pool	Blue
Other	As per design

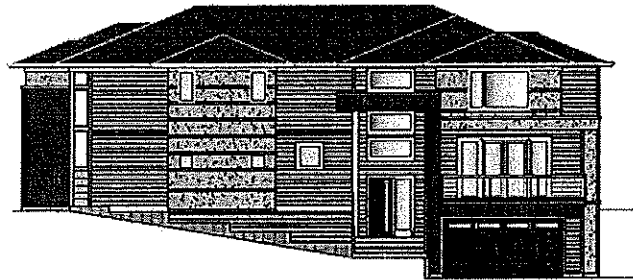
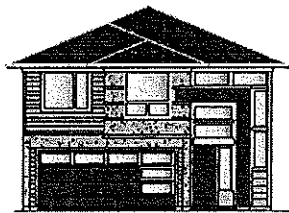
Schedule 'D'
Elevation Plans

Schedule 'E'
Elevation Plans

Typical Duplex Units

Scheme A

FINISH & MATERIAL	COLOR
Exterior Wall	Light Gray
Roof	Dark Gray
Trim	White
Windows	White
Doors	Dark Gray
Staircase	White
Handrails	White
Decking	White
Foundation	White
Landscaping	White
Lighting	White
Signage	White
Other	White



Corner Lot Front Elevation

Corner Lot Exterior Side Elevation



Single Frontage Type 1

Single Frontage Type 2

Single Frontage Type 3

Scheme J

FINISH & MATERIAL	COLOR
Exterior Wall	Light Gray
Roof	Dark Gray
Trim	White
Windows	White
Doors	Dark Gray
Staircase	White
Handrails	White
Decking	White
Foundation	White
Landscaping	White
Lighting	White
Signage	White
Other	White

Scheme D

FINISH & MATERIAL	COLOR
Exterior Wall	Light Gray
Roof	Dark Gray
Trim	White
Windows	White
Doors	Dark Gray
Staircase	White
Handrails	White
Decking	White
Foundation	White
Landscaping	White
Lighting	White
Signage	White
Other	White

Scheme F

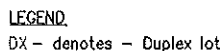
FINISH & MATERIAL	COLOR
Exterior Wall	Light Gray
Roof	Dark Gray
Trim	White
Windows	White
Doors	Dark Gray
Staircase	White
Handrails	White
Decking	White
Foundation	White
Landscaping	White
Lighting	White
Signage	White
Other	White

EXHIBIT C – PROPOSED SUBDIVISION PLAN

Plot Size: Letter (8.5" x 11.0")

Date	March 28, 2022
Drawing	3617 PROP SUB 0
File	13617 - 132W

POWELL & ASSOCIATES
 B C Land Surveyors
 250-2650 Douglas Street
 Victoria, BC V8T 4N4
 phone (250) 382-8656



Single Family Lots

Rear Yard Setback = 5.5m
Front Yard Setback = 3.0m to Building
= 5.5m to Garage door
Interior Side Yard Setback = 1.51m
Exterior Side Yard Setback = 3.0m
Allowable driveway width = 7.5m

Duplex Lots (Except Lots 7 & 8)

Rear Yard Setback = 5.5m
Front Yard Setback = 3.0m to Building
= 5.5m to Garage door
Interior Side Yard Setback = 1.51m
Exterior Side Yard Setback = 3.0m
Allowable driveway width = 8.0m (Shared)

Duplex Lots 7 & 8

Rear Yard Setback = 5.5m
Front Yard Setback = 3.0m to Building
= 5.5m to Garage door
Interior Side Yard Setback = 1.51m
Exterior Side Yard Setback = 3.0m to Building
= 5.5m to Garage door
Allowable driveway width = 4.5m (individual)

EXHIBIT D – PROPOSED STATUTORY BUILDING SCHEME
AND DESIGN GUIDELINES

LAND TITLE ACT

FORM 35
(section 220(1))

Declaration of Building Scheme

NATURE OF INTEREST CHARGE: Building Scheme

FEES OF: \$ _____

Address of person entitled to apply to register this building scheme:

Cora Venture Corporation Inc. No. BC1057969
#101-797 Goldstream Avenue
Victoria, BC, V9B 2X5

Full name, address, and telephone number of person presenting application:

ERA LAW
Barristers & Solicitors
#101-797 Goldstream Avenue
Victoria, BC, V9B 2X5

Signature of Solicitor

I, Cora Venture Corporation declare that:

1. I am the registered owner in fee simple of the following land (hereinafter called "the Lots")
Lots 1-28, Sections 78 and 84, Esquimalt District, Plan EPP _____
2. I hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots.

EXECUTION(S):

Officer Signature(s)	<table border="1"><thead><tr><th colspan="3">Execution Date</th></tr><tr><th>Y</th><th>M</th><th>D</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr></tbody></table>	Execution Date			Y	M	D				Registered Owner(s) Signature(s)
Execution Date											
Y	M	D									
_____		CORA VENTURE CORPORATION									
		By its authorized signatory(ies):									
(as to both signatures)		_____									
		Print Name:									

		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.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

We, COASTAL COMMUNITY CREDIT UNION, INC. NO. FI 114 the holders of Mortgage No. CA9402207 and Assignment of Rents No. CA9402208 consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

EXECUTION(S):

Officer Signature(s) _____	Execution Date <table border="1" style="margin: auto;"><tr><td style="text-align: center; width: 30px;">Y</td><td style="text-align: center; width: 30px;">M</td><td style="text-align: center; width: 30px;">D</td></tr><tr><td style="height: 150px;"></td><td></td><td></td></tr></table>	Y	M	D				Charge Owner(s) Signature(s) COASTAL COMMUNITY CREDIT UNION, By its authorized signatory(ies): _____ Print Name: _____ Print Name:
Y	M	D						
	Execution Date							

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.

Schedule of Restrictions

1. The Owner covenants and agrees that no construction activity shall occur on a Lot and that there shall not be constructed, placed, erected or maintained on any lot any dwelling, building, landscaping or other improvement (a "dwelling" or a "house") unless and until:
 - a. plans and specifications of any dwelling, building, landscaping or other improvements showing elevations, siting, size, colour scheme and materials to be used for such dwelling or improvement have been submitted to the initial Owner, Cora Venture Corporation (the "Developer") having its corporate offices at #101-797 Goldstream Avenue, Victoria, BC, V9B 2X5 (the "Administrator") or to its authorized agent or agents; and
 - b. such plans and specifications comply in all respects with the provisions of the design guidelines established by the Administrator available for review at the office of the Administrator (the "Design Guidelines") and have been approved in writing by the Administrator and/or its authorized agent. The Administrator and/or its agent shall have the right and power to approve or arbitrarily reject such plans and specifications.

Without limiting the generality of the foregoing, "construction" shall include clearing, grading, filling or other preparatory work on a Lot.

2. No mobile, premanufactured or modular homes shall be placed or brought on to any Lot on a temporary or permanent basis.
3. Other than domestic indoor household pets no animals, birds or livestock, including but not limited to poultry, swine, sheep, cows, cattle or other livestock shall be kept on any Lot, at any time, for any purpose.
4. Except a "for sale" sign no greater in size than 1.10 square metres offering a lot or residence for sale, no sign or advertising matter of any kind shall be placed permanently or temporarily on any Lot.
5. Except for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, recreation vehicles, motor homes, trucks, boats, motorcycles and/or commercial vehicles over 1 ton shall be parked, placed or situated on any Lot except inside the house or within an enclosed attached garage on the Lot.
6. No waste or materials of any kind whatsoever shall be stored or accumulated in the open on any Lot.
7. No electrical telephone or other lines/wiring whatsoever shall be erected or installed above ground on any Lot.
8. No wrecked, partially wrecked or unlicensed vehicles, salvage materials, equipment refuse shall be stored or kept on any Lot.
9. No building or part thereof on any Lot or Lots shall be used as a boarding house, rooming house, hotel; motel, time share, beer parlor, resort, store, restaurant, shop, or place of retail trade.

10. No water from any stream culvert; ditch, or pond on any lot within the subdivision be diverted, dammed or drained, nor shall any stream, culvert, ditch or pond on any lot within the subdivision be altered or interfered with.
11. No mechanical equipment; such as air conditioning compressors, cooling towers or rooftop units, shall be placed on any Lot where they are visually exposed and not screened from view, Consideration should be given to alternatives that do not require exterior equipment placement or building wall penetration.
12. No sound emanating from any machinery or device located on a Lot may exceed 50 dBA at 6 metre.
13. No pole mast, antennae or similar device of any kind, whether for the purposes of receiving or transmitting radio or television signals or otherwise shall be erected or installed above ground on any Lot.
14. No satellite dishes shall be located on the front of any building or structure on a Lot and no satellite dishes shall be permitted unless they are coloured to match or blend with the relative exterior finish of the building, they are a maximum of 600 mm (24 inches) diameter in size and they are screened with plantings from neighboring property. No large ground mounted satellite dishes shall be permitted and no antennae shall be permitted except for antennae located within interior attic applications.
15. No garbage is to be put outside of buildings on a Lot unless in designated animal proof containers. No compost containers shall be permitted unless they are enclosed. No containment structures are permitted in the front yard of a Lot.
16. No recreational facilities such as hot tubs and swimming pools shall be permitted in the front yard or side yards of a Lot.
17. No outbuildings on a Lot, such as a cabana or yard maintenance shed, shall be permitted in the front yard or side yards of a Lot.
18. No improvement or landscaping on a Lot shall be allowed or permitted by any such owner to deteriorate or become unsightly or untidy, it being the intent of these restrictions that each of the Lots and Improvements or landscaping thereon shall be maintained in a neat and attractive state and condition at all times.
19. If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision or such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions so deleted were never herein contained.
20. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sublessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.
21. The building scheme will expire in the year 2050 and thereafter the provisions hereof will be on no further effect.

CORA VENTURE CORPORATION

Merlot Terrace Design Guidelines

The Vendor and the Buyer

1. To ensure compliance of form and character of construction and landscaping with 219 Covenant, Disclosure Statement and Building Scheme – as applicable, the Buyer or Buyers (the "Buyer") agree to pay a design review fee of One Thousand Two Hundred Dollars (\$1,200.00) plus applicable taxes for a total of (\$1,260.00), to the Administrator as designated by Cora Venture Corporation (hereafter referred to as "the Administrator") and to post a Ten Thousand Dollar (\$10,000.00) deposit into the Compliance Deposit Trust Account for Cora Venture Corporation upon completion of the lot purchase.
2. The compliance deposit will be returned after a final inspection by the Administrator and its report to Cora Venture Corporation (the "Vendor") that all form and character of construction and landscaping have been satisfactorily completed, and the Vendor's notice to the Administrator of its acceptance of the report.
3. If the inspection reveals any deficiencies, the Administrator will notify the Buyer in writing, with a copy to the Vendor, along with a request that the Buyer rectify the deficiencies within a specified period of time, and that the Buyer is responsible to request a subsequent inspection by the Administrator on completion of the deficiencies.
4. The Vendor may draw on the compliance deposit to offset damage to public or private works, or abutting properties, or to offset costs to complete deficient construction, landscaping works or damage caused by the Buyer's contractors, trades, movers, landscapers or other representatives or agents, after written notice of damage or deficiency has been delivered to the Buyer.

Approval by the Administrator

5. Wherever or whenever the approval or consent of the Administrator is required to be obtained, the approval or consent may be given by the officer, agent, person or persons that may from time to time be nominated, appointed or designated in writing by the Administrator for that purpose and that power of appointment or right of nomination may be delegated by the Administrator, and these appointees or nominees shall have the right to withhold approval of, or their consent to, and may reject, any matter or thing being submitted for approval or consent.
6. The Administrator expressly reserves the right to exempt Lots from any of the restrictions herein.
7. The Buyer, or any person, contractor, subcontractor, entity, advisor or consultant representing the Buyer, or acting on behalf of the Buyer with respect to the matters herein (the "Buyer's Agent"), agrees to release, and indemnify and save harmless, the Vendor and the Administrator, its agents, employees, appointees, or nominees, from and against all liability, actions, cause of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the

Buyer, or anyone else, arising from the granting or existence of this Agreement, or from performance by the Buyer of this Agreement, or any default of the Buyer under or in respect to this Agreement.

8. No approvals by the Administrator are valid or effective unless made/given in writing.
9. The Merlot Terrace development requires that a building permit must be applied for within 12 months from the transfer of lot title and that application to the Administrator for final inspection of the building and for an occupancy permit from the City of Langford, must occur no later than 12 months after the issuance of a building permit.
10. Until permitted in writing by the Administrator, evidenced by a stamped approval of construction drawings, no person will commence any form of construction, including:
 - (a) application for a building permit;
 - (b) construction of any buildings, landscaping or other improvements of whatsoever nature; or
 - (c) Tree removal, clearing or grading; on any Lot.
11. Prior to obtaining the approval of any form of construction, the Buyer shall submit to the Administrator two sets of full construction drawings, including plans and specifications showing elevations and all exterior finish materials and colours as well as deck and railing finishes and colours and a detailed site plan prepared by a licensed British Columbia Land Surveyor or building designer which includes gross area, location of building envelope and set-backs, dimensions, existing grade elevation at 1.0 meter intervals and proposed main floor and finished parking floor elevation information, maximum overall building height, location of all corners of all buildings, location and nature of all hard surfaces, design, colour, height, materials and locations of all fencing, all of which shall be prepared in accordance with the requirements set out herein (the "Plans and Specifications") for the Administrator's review.
12. The Buyer shall obtain the services of qualified architects or designers, professional engineers and consultants to determine the appropriate nature, elevation and location of all buildings, improvements, retaining walls and drainage systems to be installed on the Lot.
13. The Buyer is responsible to work to conditions, including retaining walls, on the Lot as they existed at the time of purchase, and to coordinate proposed retaining wall specifications, front-to-rear earth retention structures and hard surfaces located adjacent to neighboring property lines, with abutting neighbours. As per industry standard buyers of high-side lot grades are responsible for earth retaining walls.
14. All buildings and other improvements must conform to the height and setback requirements contained in the applicable City of Langford zoning bylaw and any Covenant registered on title to the property.
15. The Administrator shall have the right to require the construction of site drainage systems and retaining walls to specifications prescribed by a professional engineer and approved by the Administrator.

16. The Administrator shall review the submitted Plans and Specifications in a timely manner and will either approve or reject the Plans and Specifications in writing. If the Administrator rejects the Plans and Specifications it may also provide, but is not required to provide, recommendations for alterations in accordance with the requirements set out herein. The Administrator's approval is with respect to form and character of the Plans and Specifications in accordance with this schedule of restrictions only.
17. No verbal agreement or conversation made or had at any time with any officer, agent or employee of the Administrator or the Vendor shall be deemed to be an approval or in any way affect or modify any of the terms or obligations stated herein.
18. The approval by the Administrator shall in no way be implied or deemed to be an exemption from building code, ordinances, bylaws, rules, regulations or orders of government or municipal authorities or any other applicable laws, and the Buyer shall be solely responsible for complying with such restrictions.
19. The approval criteria and procedures set out herein shall apply to all alterations and modifications.
20. Notwithstanding approval of the Plans and Specifications, no construction of improvements will be commenced on a Lot except:
 - a) in accordance with the approved Plans and Specifications; and
 - b) In compliance with all applicable laws, bylaws, ordinances, rules, regulations or orders of governmental or municipal authorities.
21. Where a secondary suite is permitted Buyers will be subject to provision of a suite-designated parking space. Suites are to comply with the provisions of all applicable bylaws of the City of Langford.

Completion and Final Inspection by the Administrator

22. Application to the Administrator for final inspection of the building(s), and application for an occupancy permit from the City of Langford, must occur no later than twelve months (12 months) after the issuance of a Building Permit by the City of Langford.
23. Application to the Administrator for final inspection of the landscaping must occur no later than six (6) months after issuance of the occupancy permit by the City of Langford. Reasonable minor extensions in order to accommodate circumstances such as weather and time of year may be granted by the Administrator upon written request from the Buyer.

Siting

24. No principle building may be located:
- a) within 3.0m of any front lot line;
 - b) within 5.5m of any front lot line to the garage ;
 - c) within 3.0m of any exterior side lot line;
 - d) within 1.51m of any interior side lot line;

Architectural Character

25. All buildings must conform to the City of Langford Development Permit issued for Merlot Terrace.
26. All building(s) are to be consistent with a Traditional Contemporary style which includes:
- a) Traditional pitched roofs with a maximum (4:12) pitch, with complimentary accent roofs that can be either flat or pitched;
 - b) Dormer or secondary roofs can be equal to but not exceed the height of the main roof;
 - c) Sleek lines, square and rectangular shapes are encouraged;
 - d) A varied use of exterior materials is encouraged with a preference of no more than 5 building materials being used on one elevation; and
 - e) Exteriors should be free of heavy ornamentation and details should be streamlined and uncomplicated in design.
 - f) All front entry doors are to be visible from the fronting street.

Regrading and Retaining Wall Requirements

27. Where applicable, the Buyer shall, at the Buyer's expense, construct any and all retaining walls on the low side of the Lot to bring the Lot to a grade established by the qualified architects, designers or professional engineers and approved by the Administrator.
28. Retaining walls are to be mortared walls of natural rock consistent with those on neighbouring properties, except that the Administrator, at its sole discretion, may approve alternative walls where not visible from off the property, or deemed appropriate by the Administrator.
29. All concrete or masonry walls approved by the Administrator, and in excess of 1.2 meters in height, are to be approved by a professional geotechnical engineer.
30. Cuts and fills should be minimized and where required, feathered into the existing terrain or retained by walls. All such grade changes are to take place within the Lot. Steep slopes are to be avoided within landscaped areas.

Garages

31. All houses must have a garage with a minimum width of five and a half (5.5) meters and capable of parking a minimum of two (2) vehicles, however, the Administrator will consider single car garages on narrow lots and single car garages are permitted for each side of a Duplex. Carports and similar structures are not permitted.
32. Both attached and detached garages must pose an architectural character (style and proportion) consistent with the home and must have similar detailing, finish and colour.
33. Where suite approval has been granted, in addition to the foregoing garage requirements, a suite-designated parking space, minimum 2.6 meters (8' 6") wide and 5.5 meters (18') long, free and clear of all services, pipes and appurtenances, must be provided.
34. No triple garages shall be constructed unless at least one (1) garage is set forward or back a minimum of 0.6 meters.
35. Garages must have a height not greater than three and one-half (3.5) meters from the finished floor to the eaves or underside of the joists, measured at the garage face door. Over-height garages are not permitted.

Vehicular Parking

36. Parking is to be on the Lot and within designated parking spaces, or an internal garage.
37. Storage of boats, camping trailers or recreational vehicles on a Lot is only permitted within the confines of a garage.

Roofing

38. Roof accessories, such as shafts and vents, are to be in locations or screened as to be not visible from adjacent streets.
39. Roofing materials are to be fiberglass asphalt; torch-on pea gravel; coil-coated or anodized standing seam or self-locking sheet-metal, slate; tile or tile panels; all in earth-tones, including but not necessarily limited to, dark or medium grey to grey-brown, or black. Other fire-resistant roofing materials will be considered by the Administrator.

Building Height

40. No building or structure on any lot may be constructed to have any part of the home or structure higher than what is described below.
41. For the purposes of calculating the maximum building height, the building height will be measured from the average grade of the concrete curb fronting the lot to the highest point of the structure.
42. The maximum building height will be the lesser of A or B listed below:

- A1. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation.*
- A2. The home or structure may not exceed two storeys as viewed from the front of the lot with each storey not to exceed 3.0 meters in height, including any floor assembly.*
- A3. The roof above the second storey is to have a maximum roof pitch of (4:12) habitable area is permitted within the approved roof line.*
- A4. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.*
- A5. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.*
- A6. There shall be no height restriction for any storeys below road grade.*
- B. 10.65 meters above the average curb elevation fronting the lot.*

Mechanical Equipment and Appurtenances

- 43. Heat pumps and other appurtenances are not to be installed where prominent from adjacent streets, or are to be screened as to be non-obtrusive to neighbouring properties and streets.
- 44. Direct vents on the front face of the home or where visible from a road are discouraged.
- 45. No exterior antennas of any kind for any purpose are permitted.
- 46. No signage, other than real estate or builder information signs, and not in excess of (1.1 square meters) (12 square feet) in size, is permitted on any Lot.
- 47. No hand-written signs are permitted.

Exterior Walls, Columns and Trim Details

- 48. All colours are to be neutral tones. Natural wood with contrasting trim and accent material colours is encouraged. No vibrant or garish colours will be approved.
- 49. Natural or stained wood; pre-stained or painted cedar or Hardie (or equivalent) shingles; Hardie siding or cement panels with battens (coloured to match) and flashing or Easy Trim revealed edges and sheet-steel panels or siding (e.g. Longboard); natural stone (river rock is not permitted); cultured stone; ceramic tile; brick; non-reflective panel glazing; and acrylic stucco are permitted. Limited use of exposed concrete is permitted for accent.
- 50. Industrial type plastic materials are not permitted.

51. Extensive areas of unfinished or un-textured concrete are not permitted.
52. Natural rock or stone facing is preferred. Culture stone will be considered for approval by the Administrator where the Administrator deems it has an appearance equivalent in appearance to natural stone.
53. All stone or rock installed on the front elevation on columns, is to be constructed to a minimum of (1.2 m) (48") in height.
54. Rock or stone is to wrap corners by a minimum of (0.75 m) (30") and partial walls are to be capped with (2") nominal sills which overhang the rock or stone by minimum (1").
55. The width of all stone or rock clad portions of columns is to be a minimum of (0.55 m) (22" square).
56. The wood portion of all columns is to be a minimum of (0.30 m) (12" square), with the exceptions that natural solid timber columns, or rear columns, may be a minimum of (0.25 m) (10") square.
57. Battens are to be a minimum of (1" x 3") spaced at intervals of (0.40 m) (16") or (1" x 4") spaced at intervals of (0.60 m) (24"). Battens are to be the same colour or tone as the backing board.

Landscaping

58. No construction or improvements are to occur until a landscape plan prepared by a qualified landscaper or qualified landscape technician is submitted to the Administrator for approval.
59. Landscaping is to be installed such that it achieves an aesthetic appearance of development and is consistent with neighbouring landscaping.
60. The landscape plan is to describe the layout including retaining walls, driveways, walkways and/or fencing design and must meet the standard to which the landscape and hard surface works are to be installed and completed.
61. Care is to be taken to avoid existing services. Where service relocation is required to accommodate landscape or construction plans, the Buyer is responsible for all costs.
62. Generally, the landscape plan for each property, excluding the house footprint, should incorporate not more than 60% hard surface.
63. The remaining planting area is to be not more than 50% lawn or grass with the remainder a combination of perennials, ornamental shrubbery, trees and small areas of annual plantings and all municipal boulevard areas are to be sod unless approved by the Design Administrator.
64. Artificial grass is not permitted in front yards or boulevards within the neighborhood but will be considered in rear yards and areas of limited sunlight on a case-by-case basis to be approved by the Design Administrator.

65. Fronting Boulevard areas that are the responsibility of the lot Buyer are to be completed with natural grass sod or approved plantings and irrigated to the curb and/or sidewalk.
66. The Vendor shall only be responsible for the installation of boulevard tree(s) where required by the City and to irrigate the tree(s) only.
67. All Boulevard area are to be permanently maintained by the Lot Buyer.
68. Plantings are to be to current BC Society of Landscape Architects or BC Landscape, Nursery Association standards. Deer-resistant plants are to be used. Generally, plant spacing should not exceed 600 mm (24 inches). Growing medium depth is to industry standards. Planting beds are to be mulched for weed control and for decorative values until plants grow in.
69. Streets, driveways and sidewalks are to be cleaned after landscaping.
70. Minimal use of screened (1-1/2" +) ornamental river rock may be permitted as a landscape accent provided that it is installed over landscape cloth.
71. No improvement or building shall be constructed on the Lots unless it is equipped with one or more of the following features designed to reduce the use of potable water:
 - a. use in landscaping plant species approved by a landscape architect as being drought-tolerant; or
 - b. use of an irrigation system using only water stored on-site from natural precipitation; or
 - c. use of a drip irrigation system; or
 - d. use of an alternative irrigation system approved in writing by the City of Langford.

Driveway, Walkways & Exterior Stairways

72. Driveways are to be constructed between the curb and the home, in a location approved by the Administrator, and are to be finished with two finish elements; types of concrete finish, combination of concrete and paver stone, designs or colours. Coloured concrete is to be mechanically coloured prior to pouring.
73. Pedestrian walkway access to suites and walkways either side of buildings are to be of concrete or exposed aggregate concrete design.
74. Where exterior stairway access is required, stairway stringers and treads to be constructed of suitable exterior wood products.
75. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum –

Structures, Sheds and Fences

76. Detailed plans, including the proposed location, for all exterior structures are to be submitted to the Administrator for approval. Plans are to include dimensions and all elevations and a design and finish that is complimentary to the architecture and finish of the house.
77. No railings, fences or walls are to be constructed without written approval of the Administrator.
78. Front yard fencing is not permitted.
79. Side-yard fencing is not to extend beyond the front face of the building and no fences should exceed five feet in height.
 - a. All wood fencing is to be finished in clear Sikkens cedar stain.
 - b. Use of colored paints on wooden fences is not permitted.
 - c. Only Administrator approved property boundary fencing, and roadside screen fencing are permitted. Fencing standards are attached as Schedule "A".

Decks

80. All patios and visible areas under decks are to be poured concrete, natural rock or pavers.
81. Perimeter visual screening is required where the clearance between the underside of the deck and the grade is four feet or less, or where there is a potential for storage.
82. Where exterior deck stairway access is required, stairway stringers and treads are to be constructed of suitable exterior wood products.
83. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum.

Construction Practices

84. Buyers shall keep the Lot, as well as abutting streets, sidewalks, and boulevards clean and orderly during construction. All debris is to be removed in a timely manner. No material or debris shall be stored or placed on an adjacent property or disposed of onsite. A Buyer who fails to comply or to have their builder, contractor or trades comply with these requirements, on seventy-two (72) hours written notice by the Administrator, will be charge for clean-up carried out on behalf of the Buyer under direction of the Administrator.
85. Power washing of a street is not permitted unless measures are taken to prevent siltation escaping into storm drains and catch-basins.
86. Buyers shall obtain the prior approval from neighboring Lot Buyers before trespassing onto abutting Lots, where required for construction purposes. Buyers shall not unreasonably withhold permission for abutting property Buyers, and their contractors, to trespass where required for construction. No

permission to trespass is granted herein.

87. House excavation or construction shall not undermine the slope stability of an abutting property, road base or other public space such as parks, curbs or sidewalks. Appropriate temporary and/or permanent earth retention measures must be approved by a professional engineer, and assure the integrity of abutting property.
88. Buyers will be responsible for redress, or to have their contractor or trades redress, any damage caused during construction to other properties, whether public or private.
89. Buyers are responsible for providing portable toilets, and the maintenance and the costs thereof, from commencement of construction to completion of landscaping.

SCHEDULE "A"

MERLOT TERRACE Approved Fencing

METAL FENCING: 60' x 94" High Fortress Panel (spear Top) Black

- This fencing must be installed on top of the retaining walls located at the rear property line of ALL view lots.
- Must be powder-coated in black as shown below



SOLID PANEL CEDAR FENCING:

- 5' x 8' Solid wood full panels (Cedar)
- Panels must be 5 feet in height, 8 feet in width & of the style shown below
- May be installed on the side fence lines between neighbours.
- **Must be stained on all sides with Sikkens brand Cetol Stain in the "Cedar" colour**
- May be installed in the rear yard of NON-view lot only.

Example of 5' x 8' Solid Panel Cedar Fencing:



CEDAR SCREENING FENCE – PERMITTED ON CORNER LOTS ONLY:

- Permitted on the outer road facing boundary of corner lots only
- The fencing between this lot and their neighbour must be Full panel cedar fencing as detailed above.
- Screening panel must be 5 feet in height and be of the style show in the photo below
- **Must be stained on all sides with Sikkens brand Cetol Stain in the “Cedar” colour.**

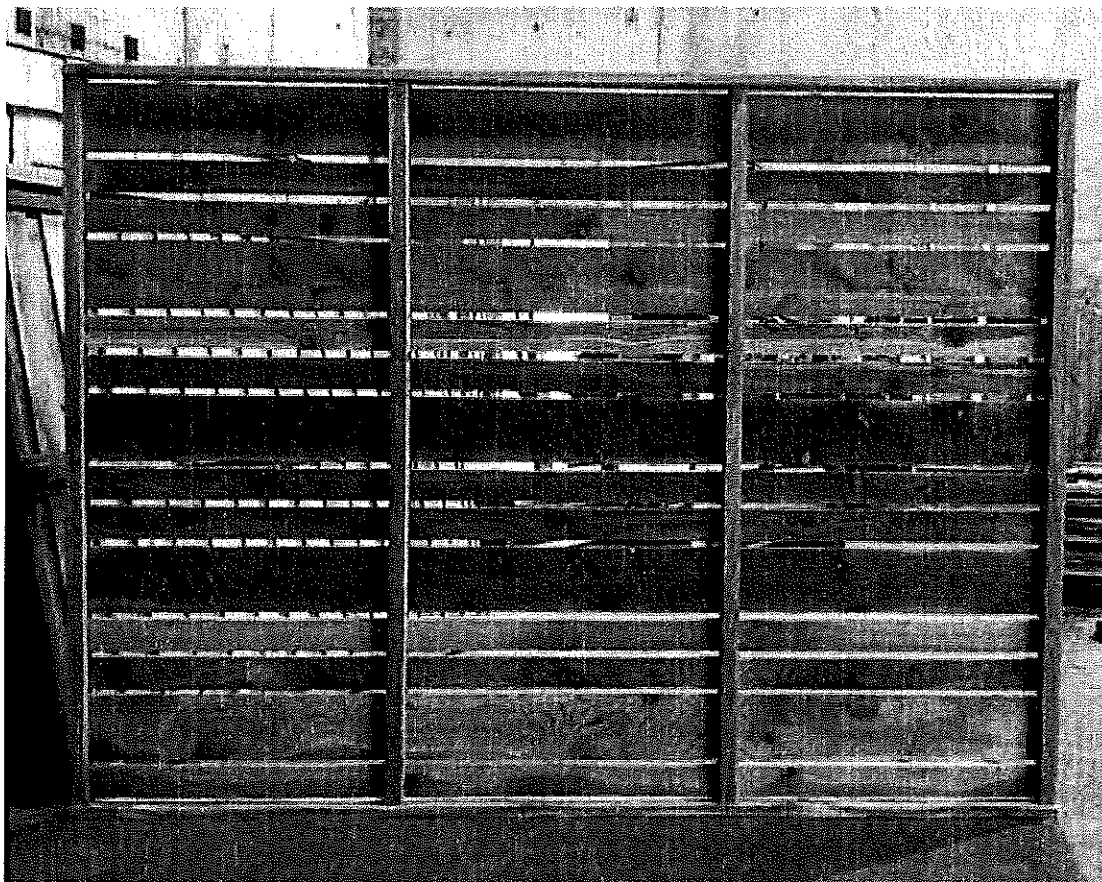


EXHIBIT E – FORM OF CONTRACT OF PURCHASE AND SALE

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to 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 REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has 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

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

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 may be 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 (eg. 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 on 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. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. 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. Among the obligations included in Section 53 of the Real Estate Services 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 designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

ADDRESS: _____ ADDRESS: _____

_____ PC: _____ PC: _____

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

PROPERTY:

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

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).

If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ _____

_____ (Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the Home Buyer Rescission Period Regulation, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

BUYER'S INITIALS**SELLER'S INITIALS**

PROPERTY ADDRESS

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: _____

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.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

Addendum I, II and III form part of this contract.

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*.

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BUYER'S INITIALS

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SELLER'S INITIALS

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 _____ o'clock _____ 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 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.
- 11A. **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:
 - A. 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);
 - B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- C. 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*.

11B.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 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 under 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.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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 "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees 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;
- 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 27(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):

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INITIALS

- A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with _____

DESIGNATED AGENT(S)

who is/are licensed in relation to _____

BROKERAGE

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INITIALS

- B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with _____

DESIGNATED AGENT(S)

who is/are licensed in relation to _____

BROKERAGE

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFS 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)

who is/are licensed in relation to _____

BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFS 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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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFS 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.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS



The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, 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.

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SELLER'S INITIALS



23. DISCLOSURE OF BUYER'S RESCISSION RIGHT: The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
- (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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BUYER'S INITIALS

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SELLER'S INITIALS

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

25. COUNTERPARTS: The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

26. OFFER: This offer, or counter-offer, will be open for acceptance until _____ o'clock _____m. on _____ day of _____ 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.

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

SEAL

BUYER

PRINT NAME

WITNESS

SEAL

BUYER

PRINT NAME

WITNESS

SEAL

BUYER

PRINT NAME

WITNESS

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

27. 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 this _____ day of _____ yr. _____.

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF CANADA

--	--	--

 INITIALS

NON-RESIDENT OF CANADA

--	--	--

 INITIALS

SEAL	SEAL	SEAL
SELLER _____	SELLER _____	SELLER _____
PRINT NAME _____	PRINT NAME _____	PRINT NAME _____
WITNESS _____	WITNESS _____	WITNESS _____

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: _____

Address: _____

Email: _____ Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is _____ (the "**Final Acceptance Date**") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is _____.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* and the latter will govern and prevail.

*PREC represents Personal Real Estate Corporation

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BC2057 REV. NOV 2023

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CONTRACT OF PURCHASE AND SALE ADDENDUM I

MLS® NO _____ DATE (MONTH/DAY/YEAR) _____

RE: ADDRESS _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED (MONTH/DAY/YEAR) _____

MADE BETWEEN _____ AS BUYER(S),

AND _____ AS SELLER(S)

AND COVERING THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. **PROVINCIAL PROPERTY TRANSFER TAX (Buyer):** The Buyer is aware that Provincial Property Transfer Tax of 1% on the first \$200,000, 2% on the portion of the fair market value greater than \$200,000 and up to and including \$2,000,000, and 3% on the portion of the fair market value greater than \$2,000,000, and if the property is residential, a further 2% on the portion of the fair market value greater than \$3,000,000 is payable by the Buyer, calculated on the fair market value of the Property; unless the Buyer qualifies for an exemption.
2. **NO APPLIANCE WARRANTY (Buyer):** The Buyer acknowledges and accepts that the included appliance(s) purchased are on an "as is" basis and that the Seller does not warrant the condition of such appliance(s).
3. **DEPOSITS (Buyer & Seller):** A Buyer's deposit cannot be released until it has cleared the financial institution(s) and the release complies with the provisions of the *Real Estate Services Act*.
4. **FIREPLACES, FIREPLACE INSERTS, WOOD STOVES AND CHIMNEYS (Buyer):** The Buyer agrees that it is the Buyers' responsibility to ensure that any fireplace, fireplace insert, wood stove, and/or chimney installed in the Property complies with requirements of local government authorities.
5. **PROPERTY INSPECTIONS (Buyer & Seller):** Inspections may include the following (if applicable): verification of existence of underground oil storage tanks, buildings and outbuildings; confirmation of the Property boundaries; records of local government authorities; property appraisals for mortgage purposes; verification of the operating condition of the septic system; confirmation of quantity and quality of the well water; issues associated with archaeological sites.
6. **SECONDARY ACCOMMODATION (Buyer):** The Buyer acknowledges that the Property may contain secondary living accommodations. Such secondary accommodations may not be permitted by the zoning bylaws applicable to the Property. The Buyer understands the implications of the loss of income and other costs the Buyer may incur if the use of the secondary living accommodations are discontinued. The Buyer acknowledges that it is the Buyer's responsibility to confirm with the local government authorities whether such secondary living accommodations conform with applicable zoning and code requirements.
7. **GST (Buyer & Seller):** The Buyer and the Seller agree that they must satisfy themselves concerning the application of GST to this transaction.
8. **PROPERTY, DWELLING SIZE AND ROOM REQUIREMENTS (Buyer):** The Buyer is satisfied with the area of the dwelling and acknowledges that the dimensions of the dwelling, the land upon which the dwelling is situated and any room measurements, as advertised or provided, are approximate only.
9. **TITLE TO PROPERTY (Buyer):** The Buyer acknowledges that it is the Buyer's responsibility to understand and accept the legal effect of any notations and charges which remain on the title to the Property after the Completion Date.
10. **DISCLOSURE OF MATERIAL LATENT DEFECTS (Buyer & Seller):** If applicable, the Seller acknowledges having provided, and the Buyer acknowledges having received, separate written disclosure of all known material latent defects PRIOR to entering into the Contract of Purchase and Sale in accordance with the Rules of the BC Financial Services Authority.
11. **SURVEY CERTIFICATE (Seller):** The Seller agrees to provide to the Buyer at no cost, a surveyor's certificate of the Property if one is available.
12. **FUEL IN TANK (Buyer & Seller):** If applicable and notwithstanding clause 6 on page 2 of this Contract, the Buyer shall acquire at no cost the fuel in the tank as of the Possession Date, taking into consideration reasonable usage by the Seller from the date of this Contract to the Possession Date.

13. PROPERTY DISCLOSURE (Buyer & Seller): THE ATTACHED PROPERTY DISCLOSURE STATEMENT DATED _____ (MONTH/DAY/YEAR) _____ IS INCORPORATED INTO, AND FORMS A PART OF THIS CONTRACT.

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS



VICTORIA
REAL ESTATE BOARD

PAGE ____ OF ____ PAGES

CONTRACT OF PURCHASE AND SALE ADDENDUM II

MLS® NO _____ DATE (MONTH/DAY/YEAR) _____

RE: ADDRESS _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED (MONTH/DAY/YEAR) _____

MADE BETWEEN _____ AS BUYER(S),

AND _____ AS SELLER(S)

AND COVERING THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. BUYER FINANCING: Subject to the Buyer arranging mortgage financing on or before
(MONTH/DAY/YEAR) _____ for an amount, at an interest rate, and on terms and conditions
satisfactory to the Buyer.

This condition is for the sole benefit of the Buyer.

2. PROPERTY INSPECTION: Subject to the Buyer obtaining and approving an inspection report of the Property on or before
(MONTH/DAY/YEAR) _____. Upon first receiving reasonable notice, the Seller will permit the
Buyer and a representative of the Buyer's Brokerage to have access to the Property to conduct inspections.

This condition is for the sole benefit of the Buyer.

3. STATE OF PROPERTY TITLE: Subject to the Buyer being satisfied with the state of title to the Property, including
without limitation, the nature of each charge and legal notation registered on the title of the Property on or before
(MONTH/DAY/YEAR) _____

This condition is for the sole benefit of the Buyer.

The Buyer acknowledges and accepts that on completion the Buyer will receive title containing, in addition to any
encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title
search results that is attached to and forms part of this contract.

4. FIRE/PROPERTY INSURANCE: Subject to the Buyer obtaining approval for fire/property insurance, satisfactory to the
Buyer, on the Property on or before (MONTH/DAY/YEAR) _____

This condition is for the sole benefit of the Buyer.

5. PROPERTY DISCLOSURE: Subject to the Buyer on or before (MONTH/DAY/YEAR) _____
approving the Property Disclosure Statement with respect to the information that reasonably may adversely affect
the use or value of the Property.

This condition is for the sole benefit of the Buyer.

If approved, such Disclosure Statement will be incorporated into and form part of this Contract of Purchase and Sale.
The Seller will provide the Property Disclosure Statement within 24 hours of acceptance of this offer.

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

CONTRACT OF PURCHASE AND SALE

ADDENDUM #3

DATE: _____

Re: _____ (the Property)

Proposed Lot _____, Sections 78 and 84, Esquimalt District, Plan EPP _____ attached to and forming part of the Contract of Purchase and Sale Dated: _____

BETWEEN:

Cora Venture Corporation as Seller

AND:

_____ as Buyer(s)

_____ as Buyer(s)

THE UNDERSIGNED AGREE AS FOLLOWS:

1. The purchase price does not include GST and GST will be applicable on the purchase of this Property in addition to the Purchase Price. If the Buyer is a GST registrant and satisfies the requirements of s. 221(2)(b) of the *Excise Tax Act*, the Seller is relieved of its obligation to collect and remit GST, and the purchaser will self-assess for any amount of GST payable. A purchaser should consult its own tax advisors regarding self-assessment and direct remittance of GST.
2. The Buyer acknowledges and agrees to comply with all terms of the Building Scheme and Design Guidelines (Exhibit D) as provided in the Merlot Terrace Disclosure Statement dated August 30, 2024.
3. The Buyer shall be required to pay a compliance deposit in the amount of Ten Thousand (\$10,000.00) Dollars (the "Compliance Deposit") to the Seller on the Completion Date and shall be adjusted on the Statement of Adjustments between the parties. The Compliance Deposit shall be refundable at the discretion of the Seller and will be released to the Buyer following substantial completion of the building and landscape works, at which time the Seller will conduct a final inspection. Provided the completed building and landscape comply with the approved plans and specifications, the Seller will return the Compliance Deposit to the Buyer. Interest will not be paid on the Compliance Deposit by the Seller to the Buyer.
4. Prior to applying for a building permit and prior to commencing any construction, the Buyer shall be required to pay to the Seller's Design Administrator a non-refundable design review fee in the amount of Twelve Hundred (\$1,200.00) Dollars plus applicable taxes. All cheques for design review fees are to be made out to "Cora Venture Corporation". Along with payment, the Buyer must submit to the Design Administrator for approval a completed set of building plans, including exterior colours and finishes, landscape plans and fencing plans. Please note: no fence panels other than the exact style and height outlined in the Design Guidelines will be permitted on the Property.
5. The Buyer must deliver to the Seller or the Seller's solicitor the Form A Transfer and Seller's Statement of Adjustments at least 4 business days prior to the Completion Date.
6. All deposits are to be held in a trust account until completion of this transaction or earlier termination of this Contract, by the Seller's solicitors.

7. This Contract cannot be assigned by the Buyer without the express prior written consent of the Seller, which consent is at the discretion of the Seller and may be withheld. There may be a fee of 2% of the Purchase Price if the contract is assigned.
8. The Buyer is aware that site visits must only occur during appointments which have been scheduled in advance with the Listing Realtor.
9. In addition to those things set out in clause 9 of the Contract of Purchase and Sale, permitted encumbrances include registered or pending restrictive covenants, easements, rights of way, building schemes and other charges on title to the property as at the Completion Date.
10. **COMPLETION DATE:** The estimated Completion Date range will be no earlier than September 30th, 2024 and no later than December 30th, 2024. The sale shall be Completed 10 business days after written notice (the notice) is given by the Seller to the Buyer, or its agent or solicitor, that the subdivision plan has been registered in the Victoria Land Title Office and title issued for the Lot.

POSSESSION: The Buyer will have vacant possession of the property on the day following the Completion Date after payment of the adjusted Purchase Price, free from all encumbrances and notation except those contemplated in the Disclosure Statement of the Development [the "Disclosure Statement"], as amended from time to time, and any applicable statute and financial encumbrances to be discharged as provided otherwise in this Agreement.

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 out going of whatsoever nature will be made as of 12:01 PM on the Completion Date.

11. At the sole and absolute discretion of the Seller, the Seller reserves the right to construct retaining walls of rock, concrete or other construction materials on the Property or on adjacent lots and roadways to deal with grade changes between the Property, adjacent lots and roadways. Landscaping may include sod and/or garden beds, where grades permit, installed as and when weather permits and on public areas only.
12. The Buyer agrees that the Seller may, at its absolute and unfettered discretion, allow electrical service boxes (and all works associated with electrical service boxes) to be installed on lots within the development, boulevards, adjacent lots, or roadways as may be required.
13. The buyer is aware that driveway locations and the width of the driveway at the property line are fixed pursuant to the City of Langford requirements as shown on the attached Appendix A of this Contract of Purchase and Sale and cannot be altered. Driveway widths on all duplex lots are either 8 meters or in the case of Duplex Corner Lots, each side will have a 4.5 meter driveway access.

The Buyer is aware that the developer will be installing conduit within the municipal boulevard across each driveway location for the irrigation of street trees. This conduit is not to be removed or used for any other purpose. The repair work to correct any damage caused to this conduit during construction of the home on this property will be the sole cost of the Buyer.

14. This agreement constitutes the Buyer's written consent to receive disclosure statements, including amendments from the Seller, by electronic means. Electronic delivery may be made by emailing or faxing a copy to the Buyer or the Buyer's Realtor.
15. The Buyer acknowledges and confirms the Seller does not and has not provided any representations or warranties regarding views or the likelihood of views from the Property; the Buyer realizes that additional subdivisions of adjacent and adjoining lots may occur in the future.

16. The Buyer hereby acknowledges that upon the Completion Date, the Property will have a restrictive covenant registered on the Property title which restricts the maximum height of any building that can be constructed on the Property. NO building on the property may have a roof pitch greater than 4:12. The disclosure statement which has been provided to the Buyer contains more detailed information about this restrictive covenant.
17. The Buyer acknowledges that the Seller requires that a building permit must be applied for within 12 months from the transfer of Property title and that application to the Design Administrator for final inspection of the building, landscaping, Fencing and an occupancy certificate from the City of Langford, must occur no later than 12 months after the issuance of a building permit. If the Buyer fails to meet the timelines outlined above, the Buyer will forfeit 75% or \$7,500 (seven thousand, five hundred dollars) of their Compliance Deposit amount to the Seller.

18. I/We, the Purchaser(s) of Lot _____ of the above development, HEREBY ACKNOWLEDGE the receipt of a true copy of the DISCLOSURE STATEMENT dated August 30th, 2024 and AMENDMENTS filed to date (if applicable) dated _____ N/A _____ (please write the dates of the amendments or write "N/A" if not applicable) filed in respect of the above development and also HEREBY ACKNOWLEDGE that I/We have been afforded the opportunity to read the said DISCLOSURE STATEMENT and AMENDMENTS filed to date (if applicable).

All of the clauses and terms found above will survive Completion Date of this Contract.

DATED at _____ British Columbia, dated: _____

Witness _____ Buyer x _____

Witness _____ Buyer x _____

Witness _____ Seller x _____

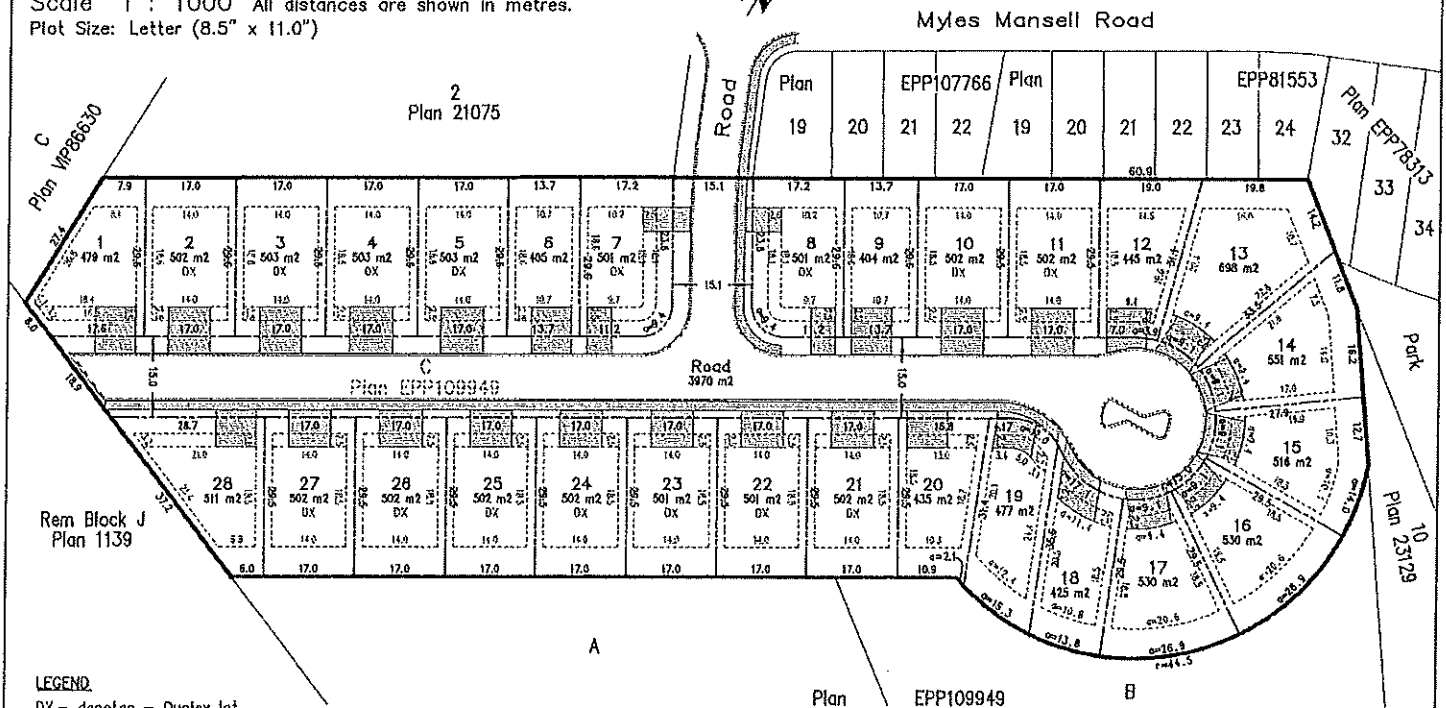
Appendix A

Sketch Plan of Proposed Subdivision of - Lot C, Section 78 and 84, Esquimalt District, Plan EPP109949

0 10 50 100

Scale 1 : 1000 All distances are shown in metres.
Plot Size: Letter (8.5" x 11.0")

Site: 1000 28, 2022
Drawing: 3017 2800 2800 02
File: 13417 - 132W
POWELL & ASSOCIATES
B.C. Land Surveyors
100-2850 Douglas Street
Victoria, B.C. V8T 4K5
phone (250) 381-4433



LEGEND

DX - denotes - Duplex lot

SETBACKS & DRIVEWAYS

Single Family Lots

Rear Yard Setback = 5.5m
Front Yard Setback = 3.0m to Building
= 5.5m to Garage door
Interior Side Yard Setback = 1.51m
Exterior Side Yard Setback = 3.0m
Allowable driveway width = 7.5m

Duplex Lots (Except Lots 7 & 8)

Rear Yard Setback = 5.5m
Front Yard Setback = 3.0m to Building
= 5.5m to Garage door
Interior Side Yard Setback = 1.51m
Exterior Side Yard Setback = 3.0m
Allowable driveway width = 6.0m (Shared)

Duplex Lots 7 & 8

Rear Yard Setback = 5.5m
Front Yard Setback = 3.0m to Building
= 5.5m to Garage door
Interior Side Yard Setback = 1.51m
Exterior Side Yard Setback = 3.0m to Building
= 5.5m to Garage door
Allowable driveway width = 4.5m (Individual)

**EXHIBIT F – PROPOSED FORM OF SECTION 219 BUILDING HEIGHT
RESTRICTION, NUISANCE, AND POTABLE WATER REQUIREMENTS
COVENANT**

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT

This COVENANT dated for reference the ____ day of _____, 2024, is

BETWEEN:

CORA VENTURE CORPORATION
INC. NO. BC1057969
#101-797 Goldstream Avenue
Victoria, BC, V9B 2X5

(the "Owner")

AND:

CITY OF LANGFORD,
2nd Floor, 877 Goldstream Avenue
Victoria, B.C. V9B 2X8

(the "City")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of that certain parcel of land and premises in City of Langford, in the Province of British Columbia, and legally described in Item 2 of the Form C attached hereto (the "Lands").
- B. The Grantor has applied to the approving officer of the City to subdivide the Land for residential use, and the approving officer has required the Grantor to grant certain covenants to the City in order to approve the subdivision;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- D. The City has requested and the Grantor has agreed to grant a covenant pursuant to Section 219 of the *Land Title Act* restricting the use of the Lands and buildings on the Lands in the manner herein provided as a condition of subdivision approval.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of \$1.00 by the City to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* as follows:

1. GRANT OF SECTION 219 COVENANT

The Grantor hereby covenants, promises and agrees, pursuant to Section 219 of the *Land Title Act*, that the Grantor shall not use the Lands, or build on the Lands, or permit any building on the Lands, as the case may be, except as provided for in Schedule "A" which is attached hereto. At the discretion of the City, the Grantor may comply with the requirements of Schedule "A" by entering into further agreements with the City to perform one or more of the obligations set out in Schedule "A" by a date specified in the agreement, and provide security to the City for the performance of such obligations in a form and amount satisfactory to the City.

The Grantor covenants with the City to neither apply for a building permit in relation to, nor permit occupation of, the Lands until the Grantor has complied with all the items contained in Schedule "A" which state "prior to the construction of any building on the Lands".

2. PROXIMITY TO POTENTIAL NUISANCES

The Grantor further covenants and agrees with the City that from and after the date hereof, for all of the Lands, the Grantor, for itself and for its successors in title and assigns, hereby acknowledges that some or all of the following may occur:

- a. development of Lands involving land clearing, grading, and servicing;
- b. construction activity such as tree falling, stripping, rock blasting and crushing, utility installation, and grading, which activity may generate noise, ground vibration and dust;
- c. development of the Lands may include changes in land use and densities; and

the Grantor further covenants and agrees that it will not enjoin, or attempt to enjoin, any landowner whose noise and dust is passing over and through the Lands as a result of the legal use of those lands; and/or request or demand the City take abatement action regarding the legal use of lands generating such noise and dust.

3. INSPECTION

The City may, by its officers, employees, contractors and agents, enter upon the Lands and within all buildings and structures thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.

4. NO EFFECT ON POWERS

This agreement does not:

- a. Affect or limit the discretion, rights or powers of the City, or the City's Approving Officer, under any enactment or at common law, including in relation to the use, development or subdivision of the Lands;
- b. Affect or limit any enactment relating to the use, development or subdivision of the Lands; or
- c. Relieve the Transferor from complying with any enactment, including in relation to the use, development or subdivision of the Lands.

5. RUNS WITH THE LANDS

The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or part thereof, and shall attach to and run with the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise howsoever.

6. NO OBLIGATION TO ENFORCE

The rights given to the City under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expenses in respect of this Agreement.

7. INDEMNITY

The Grantor hereby releases, indemnifies and saves harmless the City, its elected officials, officers, employees, agents and others for whom the City is responsible at law from and against any and all manner of actions, causes of action, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising in connection with the performance or non-performance by the Grantor of this Agreement or any wrongful act, omission or negligence of the Grantor or a person for whom the Grantor is responsible at law.

8. GRANTOR'S COST

The Grantor shall comply with all requirements of this agreement at its own cost and expenses.

9. CONTRACTUAL OBLIGATION

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.

10. WAIVER

Waiver by the City of any default by the Grantor shall not be deemed to be a waiver of any subsequent default.

11. BYLAW TO THE CONTRARY

This Agreement shall restrict the use of the Lands and buildings on the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of Langford, or building or development permit issued by the City all of which, except in the case of direct collision with the provisions contained in this Agreement, will continue to have application.

12. FURTHER ASSURANCES

The parties hereto shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement. The Grantor agrees to do everything reasonable necessary at the Grantor's expense to ensure that this Agreement is registered against the title to the Lands with priority over all financial charges, options, rights of first refusal, leases, liens, and encumbrances registered or the registration of which is pending.

13. POWERS RESERVED

Nothing contained or implied herein shall prejudice or affect the rights and powers of Langford in the exercise of its functions pursuant to the *Local Government Act* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, including, without limitation, the *Community Charter*, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor.

14. NO PUBLIC LAW DUTY

Wherever in this Agreement the City is required or entitled to exercise any discretion in the granting of consent or approval or is entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

15. SEVERENCE

If any part of this Agreement is for any reason held to be invalid by a decision of a court with jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

16. MODIFICATION OR DISCHARGE

The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.

17. INTERPRETATION:

In this agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
- c. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- d. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided;
- e. reference to any party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees, and invitees of such party, whenever the context so requires or allows.

18. GOVERNING LAW

This agreement shall be governed by and constructed in accordance with the laws of the Province or British Columbia, which shall be deemed to be the proper law hereof.

19. ENUREMENT

This agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be, provided that the Transferor shall not be liable for any breach of this agreement occurring after the Transferor ceases to be the Transferor of the Lands.

20. ENTIRE AGREEMENT

This agreement is the entire agreement between the parties regarding its subject.

21. EXECUTION

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Form C which is attached hereto and forms part of this Agreement.

SCHEDULE "A"

Potable Water, and Setbacks

1. No building shall be constructed on the Lands unless it is equipped with one or more of the following features designed to reduce the use of potable water:
 - a. use in landscaping of plant species approved by a landscape architect as being drought-tolerant; or
 - b. use of an irrigation system using only water stored on-site from natural precipitation; or
 - c. use of a drip irrigation system; or
 - d. use of an alternative irrigation system approved in writing by the City.
2. The Grantor shall not construct the principle building closer than 1.51m (5 feet) to an interior side yard boundary line as required pursuant to the Fire Underwriters Survey Report.

Height Restrictions

1. No building or structure on any lot may be constructed to have any part of the home or structure higher than what is described below.

For the purposes of calculating the maximum building height, the building height will be measured from the average grade of the concrete curb fronting the lot to the highest point of the structure. The maximum building height will be the lesser of (A) or (B) listed below:

- A1. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation.
 - A2. The home or structure may not exceed two storeys as viewed from the front of the lot with each storey not to exceed 3.0 meters in height, including any floor assembly.
 - A3. The roof above the second storey is to have a maximum roof pitch of (6:12) habitable area is permitted within the approved roof line.
 - A4. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.
 - A5. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.
 - A6. There shall be no height restriction for any storeys below road grade.
 - B. 10.65 meters above the average curb elevation fronting the lot.
2. Notwithstanding any other encumbrance registered on title imposing height restrictions, such height restrictions shall not apply to Cora Venture Corporation, Merlot Terrace, Lots 14 through 28 inclusive.

END OF DOCUMENT

RECEIPT

TO: CORA VENTURE CORPORATION

RE: MERLOT TERRACE, Victoria, British Columbia

I/We, the Purchaser(s) of Lot _____ of the above development, HEREBY ACKNOWLEDGE the receipt of a true copy of the DISCLOSURE STATEMENT filed in respect of the above development and also HEREBY ACKNOWLEDGE that I/We have been afforded the opportunity to read the said DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT 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 name of purchasers)*

WHO HAS CONFIRMED THAT FACT BY INITIALLING IN THE SPACE PROVIDED HERE:

DATED at _____, British Columbia, this _____ day of _____, 20____.
