

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

Date of Disclosure Statement: **July 2, 2021**

Date of any prior amendments: **None**

Date of this amendment: **January 25, 2022**

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

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

Address of Development: **WOOD BAY, HALFMOON BAY, BC**

**AREA-JURISDICTION-ROLL: 08-746-04096.000**

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

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

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

The Disclosure Statement dated July 2, 2021 is amended as follows:

1. Sections 2.1. and 2.3 are deleted and replaced with the following:

2.1. **General Description of the Development**

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

Parcel Identifier: 015-138-160

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

And

Parcel Identifier: 015-937-011

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

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

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

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

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

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

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

The estimated date for deposit of the Subdivision Plans creating the Development is between May 1, 2022 and July 31, 2022.

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

**Upon completion of this Development, the Developer may subdivide the Remainder of DL6322 and DL1485 to create additional lots which will be offered for sale. The**

Developer reserves the right to offer for sale any number of lots. The Developer may elect to not proceed with the subsequent subdivision of the Remainder of DL6322 and DL1485.

2.3. **Building Construction**

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

Purchasers will be responsible for installing their own septic tank and septic field system.

The Lots will be subject to a Statutory Building Scheme, a copy of the Building Scheme is attached to this Disclosure Statement as Schedule "D". **The Building Scheme contains important restrictions regarding use of, and construction on, the Lots.**

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

2. Sections 4.3.3 and 4.3.4 are deleted in their entirety and replaced with:

**4.3.3. Existing Non-Financial Encumbrances:**

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

Covenant BJ375511 also provides that a hooked portion of the Lands lying to the south of the Sunshine Coast Highway approximately 0.62

hectares in area shall not have any use (this provision remains in full force and effect but does not affect any of the Lots being offered for sale under this Disclosure Statement); and

- V. The Lots will be subject to Building Scheme BK153340 attached to this Disclosure Statement as Schedule D; and
- VI. Covenant CA3817738 in favour of Sunshine Coast Regional District. This Covenant sets out requirements that the Developer must complete to subdivide the Lands. **This Covenant prohibits further subdivision of the Lots being offered for sale under this Disclosure Statement.**

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

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

VIII. any other covenants, easements, statutory right of ways, or related non-financial charges which are required as part of the subdivision approval process.

3. Section 5.1. is deleted in its entirety and replaced with the following:

**5.1. Construction Dates**

Construction, as defined by REDMA as the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, commenced on February 15, 2021. The estimated completion of the Lots is anticipated to be between May 1, 2022 and July 31, 2022.

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

4. Schedule D- BUILDING SCHEME is deleted in its entirety and replaced with the Schedule D- BUILDING SCHEME attached to this Amendment.
5. Schedule I – DRAFT GEOTECHNICAL COVENANTS is deleted in its entirety and replaced with the Schedule I-DRAFT GEOTECHNICAL COVENANTS attached to this Amendment.
6. Schedule J — CONTRACT OF PURCHASE AND SALE is deleted in its entirety and replaced with the Schedule J— CONTRACT OF PURCHASE AND SALE attached to this Amendment.

SCHEDULE D  
BUILDING SCHEME

96 MAY 22 13 45

BK153340

AND TITLE  
NEW WESTMIN  
VANCOUVER

Page 1 of 4 Pages

LAND TITLE ACT  
FORM 35  
(SECTION 216 (1) )

## DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST CHARGE: BUILDING SCHEME

HEREWITH FEE OF: \$50.00

FULL NAME, ADDRESS, TELEPHONE  
NUMBER OF PERSON PRESENTING  
APPLICATION:

Thompson & Elliott  
Barristers & Solicitors  
800 - 1285 West Broadway  
Vancouver, British Columbia  
V6H 3X8  
Attention: Robert Keith Thompson  
(731-1161)

05/22/96 14448 CHARGE 50.00  
ADDRESS OF PERSON ENTITLED  
TO BE REGISTERED:

375703 BRITISH COLUMBIA LTD.  
800 - 1285 West Broadway  
Vancouver, British Columbia  
V6H 3X8

NANCY RINTOUL, AGENT


  
R. KEITH THOMPSON

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

1. It is the registered owner in fee-simple of the land described in Schedule "A" hereto (hereinafter singularly called "Lot" and collectively, "Lots").
2. It hereby creates 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 Lots.

Officers Signatures

Execution Date

375703 BRITISH COLUMBIA  
LTD., by its authorized signatory  
R. KEITH THOMPSON  
Barrister & Solicitor  
THOMPSON & ELLIOTT  
8th FLOOR  
1285 W. BROADWAY  
VANCOUVER, B.C. V6H 3X8

Y	M	D
96	2	21

  
KEITH ANDERSON

**OFFICER CERTIFICATE** Your signature constitutes a representation that you are a qualified notary public or other person authorized by the Evidence Act, R.S.B.C. 1979 c 118 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument. "If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E. " If space insufficient, continue execution on additional page(s) in Form D.

2/5

**SCHEDULE OF RESTRICTIONS**

The following restrictions have been established in order to preserve the integrity of the development for the benefit of the owners of the lots. Conformity with this schedule does not supersede the requirements of the municipal approval process.

1. The exterior of any house or other building shall be completed within twelve (12) months from the date of commencement of construction.
2. No dwelling or structure erected on any of the lots comprising this subdivision shall be occupied or permitted to be occupied until the exterior of such dwelling or structure has been fully completed.
3. No mobile homes, trailers, or tents shall be erected on any of the lots comprising this subdivision for use as a place of residence.
4. No swine, sheep, fowl, cattle, poultry, rabbits or other livestock shall be kept on any of the lots comprising this subdivision.
5. No placard or advertising sign other than the usual doorpiece of any professional person with a home based business shall be erected upon any of the lots comprising this subdivision save and except as may be approved in writing by the Developer.
6. The following uses are also expressly prohibited:
  - (a) campground and recreational vehicle site;
  - (b) animal shelters, kennel;
  - (c) manufacturing;
  - (d) construction camp or yard;



- (e) public works yard;
  - (f) sawmill and shakemill;
  - (g) equipment repair and maintenance;
  - (h) fishing and hunting camp;
  - (i) riding stable and academy;
  - (j) transition house.
7. No "footprint" (i.e., area within the outside foundation walls of the dwelling, excluding garage or carport areas) shall be smaller than 1,300 square feet on a single level home and 900 square feet for a multi-level home.
8. It is hereby expressly provided and agreed that:
- (a) The Developer hereby reserves the right to except any lot within this subdivision from any or all of the foregoing restrictions;
  - (b) No approval or consent given by the Developer to the plan, design, placement or construction of any house, building or other structure on any of the lots comprising this subdivision shall be deemed or construed as an assumption by the Developer of any liability arising out of the said approval or consent or so is to relieve the purchaser of a Lot of any such liability.
9. If any provision is determined to be void or unenforceable in whole or in part, the balance of the provisions shall be read and enforced without reference to same.
10. Where applicable, the terms contained within this Schedule of Restrictions shall have the meanings assigned to those terms as set forth in Zoning By-law 310.

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**SCHEDULE "A"**

<b>023-300-795</b>	<b>Lot 3, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-809</b>	<b>Lot 4, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-817</b>	<b>Lot 5, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-825</b>	<b>Lot 6, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-833</b>	<b>Lot 7, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-841</b>	<b>Lot 8, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-868</b>	<b>Lot 10, DL 1485, Group 1, NWD, Plan LMP26373</b>
<b>023-300-876</b>	<b>Lot 11, DL 1485, Group 1, NWD, Plan LMP26373</b>
 <b>015-937-011</b>	 <b>DL 1485, Group 1 NWD Except Portions in (A) Plan 13528 (B) Statutory Right of Way Plans 19922 and 20166 and (C) that part in Plan LMP26373</b>

**END OF DOCUMENT**

SCHEDULE I  
DRAFT GEOTECHNICAL COVENANTS

## 1. Application

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

## 2. Description of Land

PID/Plan Number	Legal Description
<b>EPP112363</b>	<b>LOT 22 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>EPP112363</b>	<b>LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>EPP112363</b>	<b>LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>EPP112363</b>	<b>LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>EPP112363</b>	<b>LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>

## 3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Over LOT 22 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>COVENANT</b>		<b>Over LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>COVENANT</b>		<b>Over LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>COVENANT</b>		<b>Over LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>
<b>COVENANT</b>		<b>Over LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363</b>

## 4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

## 5. Transferor(s)

**WOOD BAY COMMUNITY DEVELOPMENT LTD.**

## 6. Transferee(s)

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

**SUNSHINE COAST REGIONAL DISTRICT**

1975 FIELD ROAD

SECHELT BC V0N 3A1

## 7. Additional or Modified Terms

## 8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

---

YYYY-MM-DD

**Wood Bay Community Development Ltd.**

By their Authorized Signatory

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**Print Name:****Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

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YYYY-MM-DD

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

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

Provincial Approving Officer

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**Print Name:****Officer Certification**

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



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor Signature(s)

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

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

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

**Electronic Signature**

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

SECTION 219 COVENANT

THIS COVENANT made the \_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

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

AND:

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

AND:

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

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

**LOT 22 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363**  
**LOT 23 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363**  
**LOT 24 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363**  
**LOT 25 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363**  
**LOT 26 DISTRICT LOT 1485 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP112363**

(Hereinafter referred to as the "Lands");

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

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

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

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

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

2. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby covenants with the Province, and the Regional District, as a covenant in favour of the Province, and the Regional District, pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof:
  - a. The Grantor will not develop habitable structures on the land outside the covenant area as shown outlined in black on a Reference Plan EPP112364 (the "Reference Plan") completed and certified correct on the \_\_\_\_ day of \_\_\_\_\_, 2022 by Seamus Pope, British Columbia Land Surveyor, a copy of which is attached hereto as Schedule "B" until such a time that the Province, and Regional District, are provided with an additional report by a certified engineer, that the land upon which the Grantor intends to construct may be used safely for the use intended.
3. The Grantor shall reimburse the Province, and Regional District, for any expense that may be incurred by the Province, and Regional District, as a result of a breach of a covenant under this agreement.
4. The Grantor, Province, and Regional District, agree that the enforcement of this Agreement shall be entirely within the discretion of the Province, and Regional District, and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Province, or Regional District, to the Grantor or to any other person to enforce any provision of this Agreement.
5. The Grantor releases and forever discharges the Province, and Regional District, from any claim, cause of action, suit, demand, expenses, costs and legal fees which the Grantor may have against the Province, and Regional District, for any loss or damage or injury that the Grantor may sustain or suffer arising out of the issuance of a building permit under this Agreement or the use of the Lands as a result of the issuance of a building permit to construct, alter or add to a building or structure on the Lands, or as a result of any of the concerns raised by the Engineer in the Report.
6. The Grantor covenants and agrees to indemnify and save harmless the Province from any and all claims, causes of action, suits, demands, expenses, costs and legal fees that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a building permit under this Agreement or the use of the Lands as a result of the issuance of a building permit, to construct, alter or add to a building or structure on the Lands, or as a result of concerns raised by the Engineer in the Report.
7. The Grantor covenants and agrees to indemnify and save harmless the Regional District from any and all claims, causes of action, suits, demands, expenses, costs and legal fees that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a building permit under this Agreement or the use of the Lands as a result of the issuance of a building permit, to construct, alter or add to a building or structure on the Lands, or as a result of concerns raised by the Engineer in the Report.
8. Any opinion, decision, act or expression of satisfaction provided for in this Agreement by the Province is to be taken or made by the Minister of Transportation or his or her delegate authorized as such in writing.



9. The Grantor releases, and must indemnify and save harmless, the Province, and Regional District, and their respective elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Grantor, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Grantor of this Agreement, or any default of the Grantor under or in respect of this Agreement.
10. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
11. The rights given to the Province, and Regional District, by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Province, or Regional District, to anyone, or obliges the Province, or Regional District, to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
12. Where the Province is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Grantor agrees that the Province is under no public law duty of fairness or natural justice in that regard and agrees that the Province may do any of those things in the same manner as if it were a private party and not a public body.
13. This Agreement does not:
  - a. affect or limit the discretion, rights or powers of the Province under any enactment (as defined in the *Interpretation Act*, R.S.B.C., on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands,
  - b. affect or limit any enactment relating to the use or subdivision of the Lands, or
  - c. relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands,
14. Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in the respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Grantor is only liable for breaches of this Agreement that occur while the Grantor is the registered owner of the Lands.
15. The Grantor agrees to do everything reasonably necessary, at the Grantor's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
16. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this

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

17. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
18. This Agreement is the entire agreement between the parties regarding its subject.
19. This Agreement binds the parties to it and their respective successors, heirs, executors, and administrators.
20. The Grantor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instructions.

**SCHEDULE A**  
**REPORT**



## GROUND UP GEOTECHNICAL

SOIL | FOUNDATIONS | ROCK | WATER

Call: 778.678.7654 Email: [info@groundupgeo.ca](mailto:info@groundupgeo.ca) Visit: [www.groundupgeotechnical.ca](http://www.groundupgeotechnical.ca)  
Box 151 Garibaldi Highlands, Squamish BC V0N 1T0

August 20, 2021  
Project #: GUG 20-205-2

Wood Bay Community Development Ltd.  
1760 Rosebery Avenue  
West Vancouver, BC  
V7V 2Z4

**Attn: Mr. Jim Green, Agent**

Re: Geohazard Assessment Report for Proposed Five Lot Residential Subdivision  
Location: Wood Bay Ridge Road, Secret Cove, SCRD BC  
Legal: Proposed Lots 22, 23, 24, 25 & 26 (Parts of DL 1485 & DL 6322)  
PIDs: 015-937-011 & 015-138-160

### 1.0 INTRODUCTION

Ground Up Geotechnical Ltd. have completed this Geohazard Assessment Report for Wood Bay Community Development Ltd. (Client & Property Owner) in support of a proposed five (5) lot residential subdivision at the end of Wood Bay Ridge Road in Secret Cove in the Sunshine Coast Regional District (Parts of DL 1485 & DL 6322) (the subject property). We understand that prior to permitting the proposed subdivision, the BC Ministry of Transportation and Infrastructure (MOTI) requires a geotechnical report to support the proposed subdivision and declare the land as safe for the intended use. Further, according to Map 5 of the SCRD's '*Area B – Halfmoon Bay Official Community Plan Bylaw 675, 2018*', parts of the proposed lots are covered by Development Permit Area (DPA) '#3 Slope Hazards' thus, a geohazard assessment report is required by the Sunshine Coast Regional District (SCRD) prior to issuing a development permit. The primary objective of our geohazard assessment was to assess the land and determine whether the proposed residential lots are exposed to any slope hazards, and if so, whether there are any potential home sites which are sufficiently free of geohazards and geotechnically suitable for permanent residential habitation. Geohazards in the context of our assessment and this report include slope instability, landslide, landslip and rockfall.

This report summarizes our observations, assessment, conclusions and development conditions associated with the subject property and proposed residential subdivision. Our services and this report have been provided in accordance with, and are subject to, the attached Terms of Engagement.

To better understand this report, readers should familiarize themselves with the following terms and their relationship with geohazards:

**Hazard:** A Hazard is a phenomenon with the potential to cause harm to life or property, often described by a probability of occurrence. Geohazards such as rockfall and landslide etc. are hazards.

**Consequence:** The potential effects of a Hazard impacting human life, property or the environment, often described by a probability of occurrence. Damage to a future home or injury/death of inhabitants are examples of potential consequences of hazards and geohazards.

**Risk:** Risk is the product of the probability of the Hazard occurrence and the probability of the Consequence occurrence, often defined as a per annum probability of either: , damage to buildings, loss of human life, or cost in dollars.

## 2.0 METHODOLOGY

Our geohazard assessment included a desktop background review of the property and its geotechnical context, six engineering site visits to the property, and preparation of this report. Due to the widespread surficial bedrock outcrops and shallow soil cover evident throughout the property, no subsurface exploration was deemed necessary as part of our work.

We first attended the subject property on July 7, 2020, to meet with Mr. Jim Green (Agent of Property Owner) and complete our preliminary visual reconnaissance of the property. We returned to the property on July 28, September 22, December 17 (2020) and February 17 and March 12 (2021) to complete lot specific traverses, visual hazard assessments, field reviews, and geotechnical covenant area delineation.

Our work has also included a review of the following background materials:

- SCRD Maps Property Viewer aerial imagery/topographic mapping,
- background geotechnical report for previously proposed subdivision, 'Western Geotechnical Consultants Ltd.', August 13, 2019,
- background report 'Geotechnical Hazards Report: Halfmoon Bay' prepared by 'Kerr Wood Leidal consulting engineers' in May 2013 for the Sunshine Coast Regional District (SCRD),
- the 'Area B – Halfmoon Bay Official Community Plan Bylaw 675, 2018',
- Preliminary Subdivision Plan - Strait Land Surveying Inc., May, 2021
- the background paper, "The assessment of rockfall hazard at the base of talus slopes, Evans & Hungr, 1993".

## 3.0 PROPOSED DEVELOPMENT

As shown on the attached Preliminary Subdivision Plan, the proposed residential development is to include subdivision of the northeast corner of District Lot 1485 & the northwest corner of District Lot 6322 into proposed new residential lots 22, 23, 24, 25 & 26. Proposed building areas within each lot are contained within the dark outlined areas on the attached Preliminary Subdivision Plan.



#### 4.0 PROPERTY DESCRIPTION & OBSERVATIONS

As shown on the attached Location Map and Area Plan, the subject property is situated just north of the Sunshine Coast Highway near Secret Cove in the Sunshine Coast Regional District. The subject property has an irregular dogleg shape with an approximate area of 64,000 m<sup>2</sup> (15.8 acres) and is bordered by Wood Bay Ridge Road and rural residential lots to the south and west (Lots 21 & 17 respectively), forested Crown land to the north, and forested privately owned land to the east (DL 6322).

The subject property lies on a moderately to steeply sloping south facing rocky hillside immediately upslope from the terminus of Wood Bay Ridge Road. The terrain is bedrock controlled, with several steep bluffs and cliff bands. Total vertical relief from the northern edge of the property down to the southern edge (along Wood Bay Ridge Road) is approximately 85m and is achieved over a horizontal distance of 250m, equating to an average slope of approximately 15 to 20 degrees. The slope profile, however, is comprised of several wide gently sloping benches separated by steep bedrock slopes and short cliff bands.

Upslope of the property, the terrain quickly transitions into a gently sloping densely forested landscape. Downslope of the property, the terrain flattens out into a wide flat plateau where Wood Bay Ridge Road is present as well as numerous other proposed rural residential lots (proposed Lots 28 to 31).

Surficial bedrock and rounded weathered boulders were visible across the majority of the property. The bedrock consists of a very strong, volcanic, granitic rock. In general, the bedrock exposures appear massive and structurally sound, and the rock is jointed with a fairly wide orthogonal spacing of approximately 1 to 2m.

We observed native soil exposures within road and ditch excavations along the access road/easement alignment. In general, overburden soil cover was sparse and of limited thickness, likely no more than 1m deep in most areas, and was observed to consist of either glacial till (dense matrix of sand and gravel with cobbles and some silt) with a rocky sandy colluvium in some areas.

Bulk fill soil, appearing to be primarily comprised of sand and gravel with some silt and cobbles, has been placed along parts of the access road/easement and within portions of some of the proposed building areas. These fills soils were placed prior to our initial engagement on the site, and we did not review their placement or composition, nor the native subgrade surface below them.

No watercourses are present on the property and we did not observe any natural drainage courses, erosion, or groundwater seepage. During our site attendance through the wet winter months, we often observed stormwater runoff present in roadside ditches.

Parts of the property have been logged of trees in the past, including the proposed building areas. Remaining tree cover is comprised of a sporadic and light cover of juvenile to mature sized arbutus and fir trees, as well as several cedar trees.



Evidence of historic rockfall was observed on parts of Lots 22, 23, 25 & 26. Such evidence consisted of runout boulders and talus slopes below cliff bands.

## 5.0 GEOHAZARD ASSESSMENT

### 5.1 General

Areas of steep bedrock terrain are present across much of the subject property and proposed lots. There are several short (2 to 4m high) and near vertical bedrock bluffs and cliff bands present across the subject property, however, apart from Lot 22, these bedrock bluffs and cliff bands are generally in stable orientations and/or sufficiently distanced from proposed building areas such that they do not present a rockfall hazard to said building areas. Rockfall hazard on Lot 22 is discussed in the following section.

Upslope of Lots 24, 25 & 26, the terrain flattens out and no geohazards were observed with potential to impact the subject lots.

Terrain on the subject property is dominated by the surficial and shallow bedrock profile, with intermittent thin overburden soil cover in some areas.

Where present, we do not consider the soil deposits to be deep enough to landslide and become hazardous.

Due to the dense condition of the glacial till soils present across the property, we consider the land to be resistant to seismic induced liquefaction during even the largest of earthquakes.

The bulk fill soil deposits present along the access road/easement and within portions of some of the proposed building areas is not considered a hazard to future inhabitants or buildings, provided the fill soil is not relied upon for structural foundation support in its current configuration.

### 5.2 Lot 22 Rockfall Hazard

The proposed building area on Lot 22 is situated on a bedrock prow near the crest of a very steep approximately 15m high bedrock bluff (Photo 1 & 2). The bedrock bluff below the proposed building area is situated on Lot 21 to the south and is judged to be globally stable. The proposed building area is setback between 3 to 4m from the crest of the bedrock bluff which is considered geotechnically sufficient. Moving north from the proposed building area, the terrain begins to steepen to form a 30 to 40m high 20 to 30 degree slope up to a 2 to 3m high near vertical bedrock cliff band along the slope crest (Photo 3). The cliff band is jointed and fractured in some areas but appears to be globally stable and well supported. The stability of the cliff band decreases moving further northwest from directly upslope of the proposed building area.

Evidence of historic rockfall was observed approximately 10 to 15m north and northwest of the proposed building area where a boulder talus slope is present as well as many large boulders scattered near the toe of the talus slope. The boulders are generally between 0.5 to 2m in nominal



size, with one notable boulder situated approximately 25m west of the western edge of the proposed building area being approximately 3m x 5m x 3m. The boulders are all rounded, partially covered by organic soil, lichen and thick moss, with many mature fir and arbutus trees growing out of the talus field.

Based on our observations, we believe most of the boulder rockfall and talus field have been in their current positions for thousands of years, and that they were likely deposited during a single rockfall event which likely occurred several thousand years ago as the landscape/cliff band stabilized after glacial retreat.

Based on our observations, it appears segments of the cliff band above the proposed Lot 22 building area have potential to produce low speed rockfall in the form of fragments of the cliff band up to 1.5m in size detaching and slowly rolling down the moderately steep talus slope below the cliff band. With reference to the MOTI's Terms of Reference for Natural Hazards Assessment, we would consider this type of rockfall event to be a damaging hazard event and not a life threatening or catastrophic hazard event. This type of rockfall event could be triggered by a large seismic event, or as a result of an accumulation of weathering effects (freeze thaw, joint erosion, root wedging etc.). Based on our observations and experience, we believe this potential rockfall event has a low probability of occurrence, perhaps occurring once every 200 to 500 years along the cliff band above the proposed building area.

Considering the shape of the slopes below the cliff band, and the location of existing talus and boulder deposits, we believe the majority of potential rockfall from the cliff band would follow rockfall runout paths which lead westward of the proposed building area. Rockfall shadow angles (the angle between the top of a talus slope/base of a cliff band, and the furthest distal boulder) measured using a hand inclinometer from boulders near the proposed building area suggest a minimum runout angle of around 28 degrees. Based on field measurements taken with a hand inclinometer, the angle between the northern edge of the proposed building area and the top of the talus field/base of the cliff band varies between 25 and 28 degrees. The reference paper, *"The assessment of rockfall hazard at the base of talus slopes, Evans & Hungr, 1993"*, suggests using a minimum rockfall shadow angle of 27.5 degrees to approximate rockfall shadow areas. The suggested theoretical minimum rockfall shadow angle of 27.5 degrees appears to be consistent with our field measurements of the site specific minimum rockfall runout angle of 28 degrees. Due to the proposed building area being situated along the furthest extent of the theoretical and measured minimum rockfall shadow areas, we estimated the probability of a damaging rockfall event reaching the proposed building area to be low, perhaps with a 5% to 10% probability of occurrence in 50 years.

After our initial field assessment of the proposed Lot 22 building area on July 28, 2020, we discussed the potential rockfall hazard and corresponding risk it would pose to an unprotected home with the property owner's agent, Mr. Jim Green. We then devised a plan to design and construct a rockfall protection barrier upslope of the proposed building area to stop the potential rockfall hazard from reaching the proposed building area and therefore reduce the risk down to an acceptable level. Accordingly, a 2m tall linear barrier was designed and subsequently constructed approximately 5m





upslope of the northern edge of the proposed building area utilizing existing boulders already present on the slope (Photo 4, 6, & 7). The barrier was constructed by connecting several existing boulders up to 2m in size with numerous boulders up to 1m in size brought in from the boulder talus field to the northwest. Immediately upslope of the rockfall protection barrier a shallow trough (approximately 0.5m deep) was excavated to ensure boulders roll into the barrier and are stopped. On March 12, 2021 we attended site to review the completed rockfall protection barrier and confirm its location, dimensions, and constituent particle sizes. Approximate as-built dimensions of the rockfall protection barrier are 16m long x 2m high x 4m wide at base/1m wide at top.

With the rockfall protection barrier now in place and constructed to our design specifications, we estimate the probability of a damaging rockfall event entering the proposed Lot 22 building area to be very low, with an estimated probability of occurrence of less than 5% in 50 years. Accordingly, it is our opinion that the proposed Lot 22 building area is now sufficiently safe from rockfall hazard to permit permanent residential habitation.

### 5.3 Lots 23, 24, 25 & 26

The proposed building areas (dark outlined areas) on proposed Lots 23, 24, 25 & 26 as shown on the attached Preliminary Subdivision Plan consist of flat to gently sloping bedrock benches with shallow to nil soil cover and are free of geohazards including slope instability, landslide, landslip and rockfall.

## 6.0 CONCLUSIONS

As required by *Section 86 of BC's Land Title Act*, as well as *Section 56 of BC's Community Charter*, it is our professional opinion that given conformance to the development conditions contained herein, the proposed building areas on proposed Lots 22, 23, 24, 25 & 26 (shown as the dark outlined areas on the attached Preliminary Subdivision Plan), may be used safely for the use intended, such being permanent residential habitation. As required by the *BC Building Code*, the *National Building Code*, and *Engineers and Geoscientists BC*, our assessment has considered a seismic event with an occurrence probability of 2% in 50 years, and a return period of 1:2475 years.

Note that the statements 'free of geohazards' and 'safe' in the context of our assessment and this report do not mean the risk of geohazards is absolutely zero as this is impossible to achieve and does not exist in the real world, but rather it means that the geohazard risk to the lives of future inhabitants and buildings is so extremely small that it is equal to or less than involuntary background levels of life safety risk the average Canadian is exposed to on a daily basis. It should also be noted that there is currently no provincially or nationally mandated maximum level of risk tolerance for geohazards.

## 7.0 DEVELOPMENT CONDITIONS

The following geotechnical development conditions must be adhered to for the property to be safely inhabited:

1. A "save harmless" covenant, along with a copy of this report, shall be registered on title to ensure future homes and habitable buildings are constructed within the proposed building



areas discussed herein and shown on the attached Preliminary Subdivision Plan, and also that prospective buyers and interested parties are informed of the limitations and hazards associated with the land.

2. A “save harmless” covenant, along with a copy of this report, shall be registered on the title of Lot 22 to ensure the constructed rockfall protection barrier is not disturbed or altered by future owners.
3. Ground Up Geotechnical Ltd., or another qualified professional geotechnical engineer, shall be engaged to provide design, field review & signoff of the siting and geotechnical aspects of habitable buildings constructed on the proposed lots.

#### 8.0 SCRD DPA 3 SLOPE HAZARDS REQUIREMENTS

In accordance with the requirements of the SCRD’s OCP for the Halfmoon Bay area, the ‘*Area B – Halfmoon Bay Official Community Plan Bylaw 675, 2018*’, we must specifically address the below items in italics for Development Permit Area (DPA) 3 Slope Hazards & Rockfall (our statements follow each item in **bold**):

*(a) A detailed stability assessment indicating foreseeable slope failure modes and limiting factors of safety and stability during seismic events;*

**Apart from the rockfall hazard on Lot 22 discussed within section 5.2 of this report, there is no other slope failure hazard present at the property with potential to impact the proposed building areas. The property is considered seismically resilient due to the surficial and shallow granitic bedrock present throughout.**

*(b) An assessment of shallow groundwater conditions and the anticipated effects of septic systems, footing drains, etc. on local slope stability;*

**Bedrock is exposed across the surface of the property and shallow groundwater is not present. Septic drain fields and residential stormwater runoff are not expected to affect slope stability on the property.**

*(c) A recommendation of required setbacks from the crests and/or toes of steep slopes, and a demonstration of suitability for the proposed use;*

**See statements below item (a) and section 6.0 of this report.**

*(d) A field definition of the required setback from the top of steep slope; appropriate land use recommendations such as restrictions on tree cutting, surface drainage, filling and excavation;*

**No geotechnical restrictions on tree cutting, surface drainage, excavation and filling.**

*(e) If required, definition of the site-specific rock fall shadow area, including an indication of the appropriate buffer zone and required protective works.*

**See section 5.2 of this report.**



## 9.0 CLOSURE

This report was prepared in accordance with current geotechnical engineering practices and principles in British Columbia. This Geohazard Assessment has considered APEGBC's '*Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia*' as well as MOTI's '*Terms of Reference (TOR) for Natural Hazards*'. Attached is our completed *Appendix D: Landslide Assessment Assurance Statement*.

The conclusions in this report are provided based upon the following assumptions: that either Ground Up Geotechnical Ltd. or another qualified Geotechnical Engineer will be involved in the design & construction of future habitable buildings on each lot, and also that future habitable buildings will be designed and constructed in accordance with the *BC Building Code* and local bylaws and that all contractors will be suitably qualified and experienced.

This report has been prepared exclusively for our client, their agents, and their design team, yet remains the property of Ground Up Geotechnical Ltd. The Sunshine Coast Regional District and the BC Ministry of Transportation and Infrastructure are considered authorized users of this report.

Any use of this report by third parties, or any reliance on or decisions made based on it, are the responsibility of such third parties. Ground Up Geotechnical Ltd. does not accept responsibility for damages suffered, if any, by a third party as a result of their use of or reliance on this report.

We trust that this report provides you with the information you require at this time, please do not hesitate to contact us if you have any questions or require anything further.

Sincerely,  
Ground Up Geotechnical Ltd.



Patrick Sails, P.Eng.  
Geotechnical Engineer

### Attachments – Terms of Engagement

- Location Map
- Area Plan
- Preliminary Subdivision Plan - Strait Land Surveying Inc., May 2021
- Photo Table
- EGBC Appendix D: Landslide Assessment Assurance Statement



## TERMS OF ENGAGEMENT

### GENERAL

Ground Up Geotechnical Ltd. (the Consultant) shall render the Services, as specified in the agreed Scope of Services, to the Client for this Project in accordance with the following terms of engagement. The Services, and any other associated documents, records or data, shall be carried out and/or prepared in accordance with generally accepted engineering practices in the location where the Services were performed. No other warranty, expressed or implied is made. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

### COMPENSATION

Charges for the Services rendered by the Consultant will be made in accordance with the Consultants Fee Estimate and/or Schedule of Fees if such was provided. All charges will be payable in Canadian Dollars. Invoices will be due and payable by the Client within 30 days of receipt of the invoice without hold back. Interest on overdue accounts is 24% per annum.

### REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

### TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

### ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

### PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

### INSURANCE

Ground Up Geotechnical Ltd. is covered by Professional Indemnity Insurance as well as Commercial General Liability Insurance.

### LIMITATION OF LIABILITY

The Consultant shall not be responsible for:

1. the failure of a contractor, retained by the Client, to perform the work required for the Project in accordance with the applicable contract documents;
2. the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
3. any cross-contamination resulting from subsurface investigations;
4. any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
5. any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
6. the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client;
7. Any damage to subsurface structures and utilities;

The Consultant will make all reasonable efforts prior to and during subsurface site investigations to minimize the risk of damaging any subsurface utilities/mains. If, in the unlikely event that damage is incurred where utilities were unmarked and/or undetected, the

Consultant will not be held responsible for damages to the site or surrounding areas, utilities/mains or drilling equipment or the cost of any repairs.

The total amount of all claims the Client may have against the Consultant or any present or former partner, executive officer, director, stockholder or employee thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available for such claims.

No claim may be brought against the Consultant in contract or tort more than two (2) years after the date of discovery of such defect.

#### DOCUMENTS AND REPORTING

All of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

The documents have been prepared specifically for the Project, and are applicable only in the case where there has been no physical alteration to, or deviation from any of the information provided to the Consultant by the Client or agents of the Client. The Client may, in light of such alterations or deviations, request that the Consultant review and revise these documents.

The identification and classification as to the extent, properties or type of soils or other materials at the Project site has been based upon investigation and interpretation consistent with the accepted standard of care in the engineering consulting practice in the location where the Services were performed. Due to the nature of geotechnical engineering, there is an inherent risk that some conditions will not be detected at the Project site, and that actual subsurface conditions may vary considerably from investigation points. The Client must be aware of, and accept this risk, as must any other party making use of any documents prepared by the Consultant regarding the Project.

Any conclusions and recommendations provided within any document prepared by the Consultant for the Client has been based on the investigative information undertaken by the Consultant, and any additional information provided to the Consultant by the Client or agents of the Client. The Consultant accepts no responsibility for any associated deficiency or inaccuracy as the result of a miss-statement or receipt of fraudulent information.

#### JOBSITE SAFETY AND CONTROL

The Client acknowledges that control of the jobsite lies solely with the Client, his agents or contractors. The presence of the Consultant's personnel on the site does not relieve the Client, his agents or contractors from their responsibilities for site safety. Accordingly, the Client must endeavor to inform the Consultant of all hazardous or otherwise dangerous conditions at the Project site of which the Client is aware.

The client must acknowledge that during the course of a geotechnical investigation, it is possible that a previously unknown hazard may be discovered. In this event, the Client recognizes that such a hazard may result in the necessity to undertake procedures which ensure the safety and protection of personnel and/or the environment. The Client shall be responsible for payment of any additional expenses incurred as a result of such discoveries, and recognizes that under certain circumstances, discovery of hazardous conditions or elements requires that regulatory agencies must be informed. The Client shall not bring about any action or dispute against the Consultant as a result of such notification.

#### FIELD SERVICES

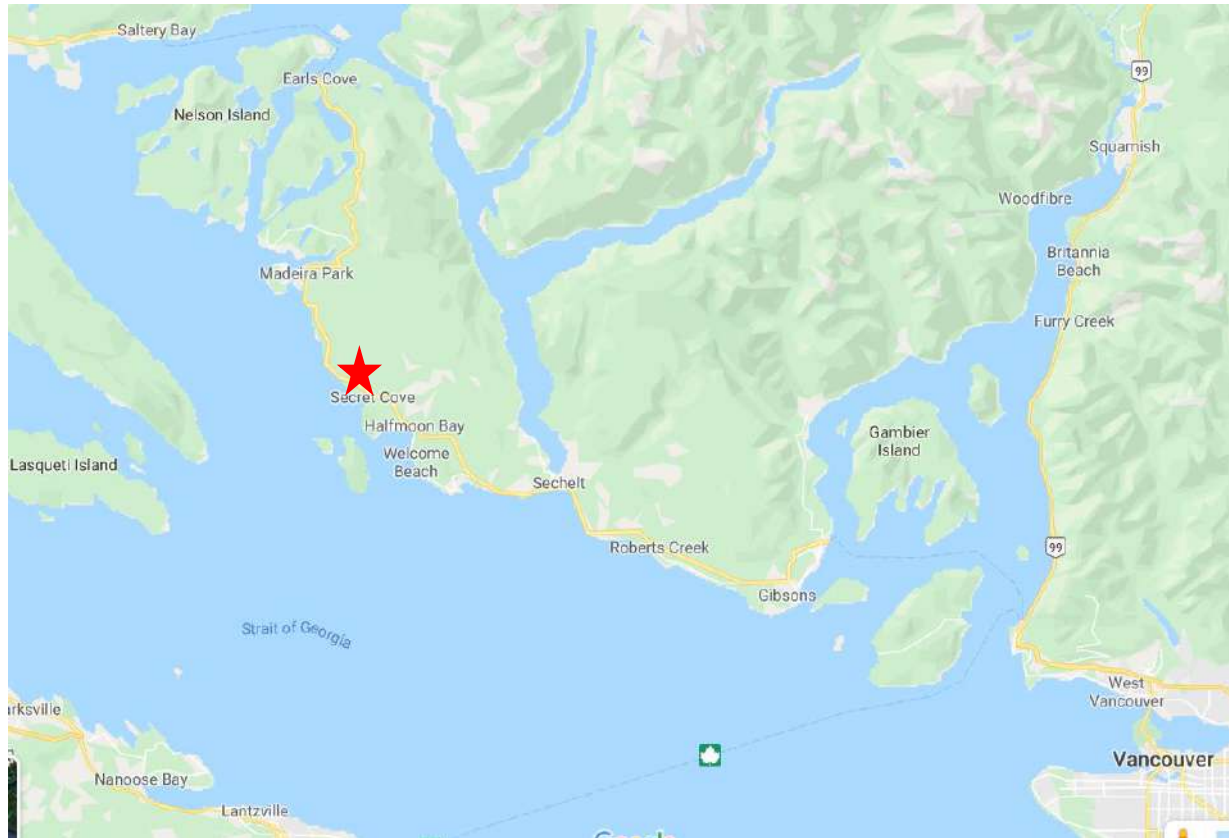
Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work of the Client, or a contractor retained by the Client, is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing qualified certifications for the work.

#### DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the arbitrator appointed by agreement of the parties or by reference to a Judge of the British Columbia Court.

## Location Map

★ **Subject Property:** Proposed Lots 22, 23, 24, 25 & 26 - Wood Bay Ridge Road, Secret Cove, SCRD BC (Parts of DL 1485 & DL 6322)

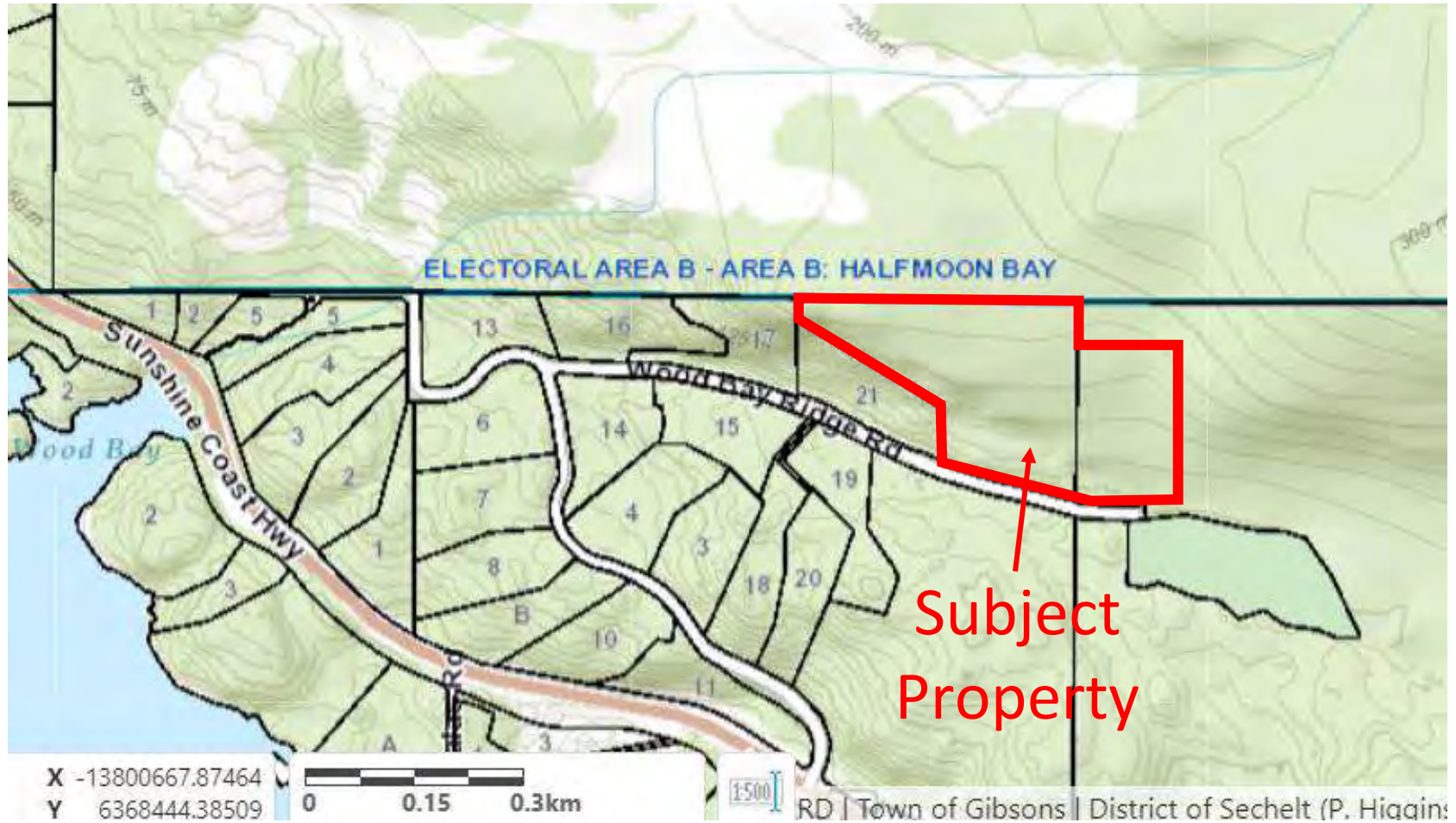


Notes: Reference base plan taken from Google Maps on March 29, 2021.



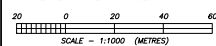


## Area Plan

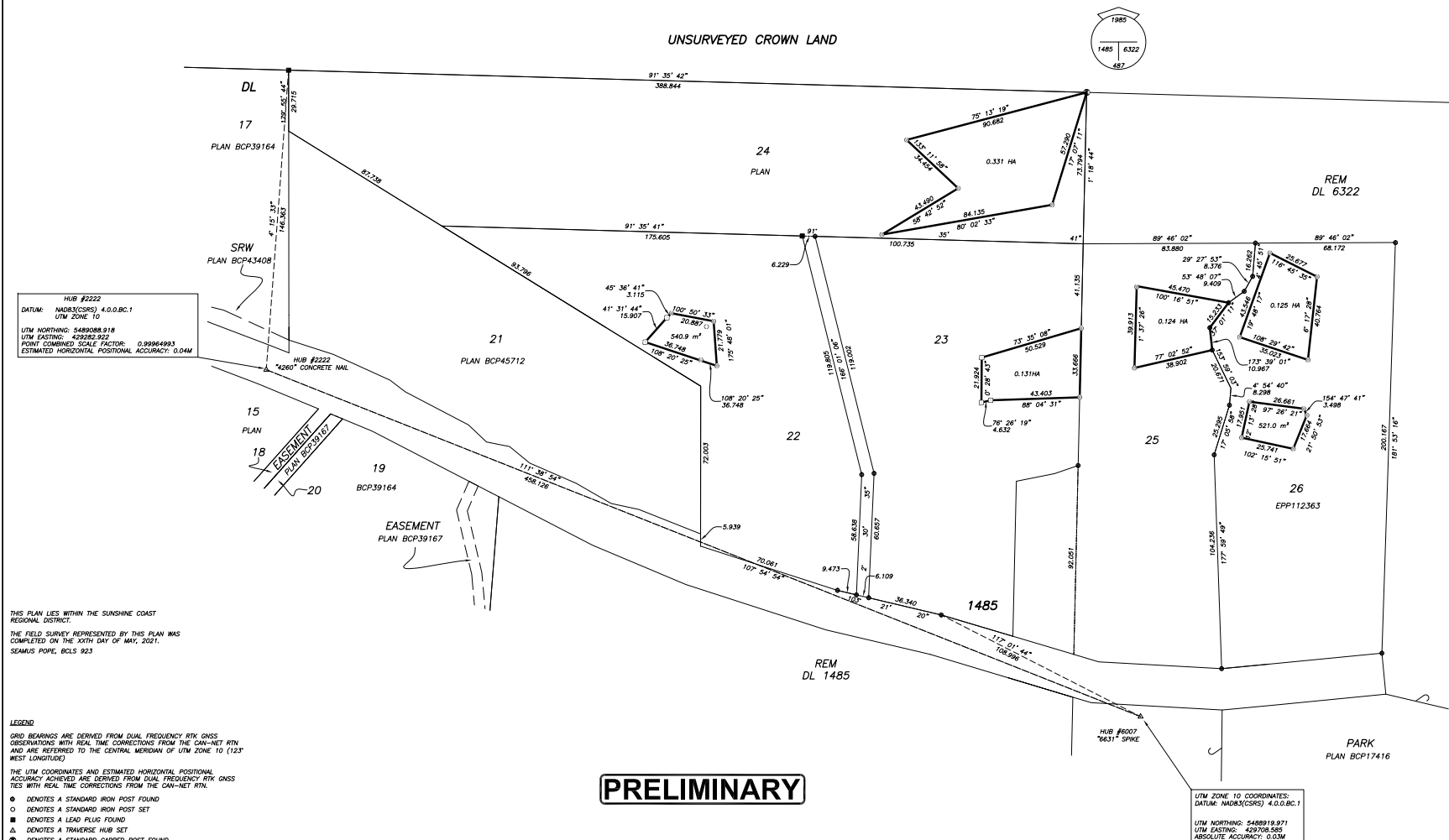


Notes: Reference base plan taken from SCRD Maps Property Viewer on March 29, 2021.  
Above Outline of Subject Property is Approximate, see attached Subdivision Plan.

PLAN EPP112364



BCGS MAP SHEET 92G.051



THIS PLAN LIES WITHIN THE SUNSHINE COAST  
REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE XXTH DAY OF MAY, 2021.

SEAMUS POPE, BCLS 923

**LEGEND**

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

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY ARE DERIVED FROM DUAL FREQUENCY RTK GNSS TESTS WITH REAL TIME CORRECTIONS FROM THE CAN-NET.

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

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE NOTED. DISTANCES BETWEEN POINTS AND DISTANCES MEASURED FROM GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99964018. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED FROM AN ELIPSOIDAL ELEVATION OF 87.6 METERS.

UTM NORTHING: 5488919.971  
UTM EASTING: 429708.585  
ABSOLUTE ACCURACY: 0.03M

STRAIT LAND SURVEYING INC.  
SEAMUS POPE, BCLS  
BOX 61 (5689 DOLPHIN ST)  
SECHTEL, BC V0N 3A0  
T. 604.885.3237  
17197-609.GEOCON





**GROUND UP GEOTECHNICAL**

SOIL | FOUNDATIONS | ROCK | WATER

### Photo Table

Proposed Lots 22, 23, 24, 25 & 26 Wood Bay Ridge Road, Secret Cove, SCR D BC



Photo 1: Looking northwards at the northern portion of the proposed Lot 22 building area. Note boulder talus field to the left (west).



Photo 2: Looking eastwards along the crest of the steep bedrock slope below the proposed Lot 22 building area.





Photo 3: Looking northwards at the northern portion of the proposed Lot 22 building area. Note boulder talus field to the left (west). Photo taken July 28, 2020, prior to rockfall protection barrier construction.



Photo 4: Looking northwards at the northern portion of the proposed Lot 22 building area. Note boulder talus field to the left (west). Photo taken March 12, 2021, after rockfall protection barrier construction.







Photo 5: Looking north at the northern portion of the proposed Lot 22 building area. Note boulder talus field to the left (west). Photo taken July 28, 2020, prior to rockfall protection barrier construction.



Photo 6: Looking northwards at the northern portion of the proposed Lot 22 building area. Note boulder talus field to the left (west). Photo taken March 12, 2021, after rockfall protection barrier construction.







Photo 7: Close up of rockfall protection barrier upslope of proposed Lot 22 building area. Note large 2m sized pre-existing moss covered boulders.



Photo 8: Looking south at proposed Lot 24 building area.







Photo 9: Looking west at proposed Lot 23 building area.



Photo 10: Looking north upslope from proposed Lot 23 building area.







Photo 11: Looking northwest upslope from northwest corner of proposed Lot 23 building area.



Photo 12: Looking northwest upslope from northwest center of proposed Lot 25 building area.







Photo 13: Looking northwest upslope from southern edge of proposed Lot 26 northern building area.



Photo 14: Looking northeast upslope from western edge of proposed Lot 26 southern building area.





## APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

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

To: The Approving Authority

Date: April 17, 2021

MOTI  
SCRD

Jurisdiction and address

With reference to (check one):

- ☒ Land Title Act (Section 86) – Subdivision Approval
- ☒ Local Government Act (Sections 919.1 and 920) – Development Permit
- ☐ Community Charter (Section 56) – Building Permit
- ☐ Local Government Act (Section 910) – Flood Plain Bylaw Variance
- ☐ Local Government Act (Section 910) – Flood Plain Bylaw Exemption
- ☐ British Columbia Building Code 2006 sentences 4.1.8.16 (8) and 9.4 4.4.(2) (Refer to BC Building and Safety Policy Branch Information Bulletin B10-01 issued January 18, 2010)

For the Property: Lots 22, 23, 24, 25, 26 (Parts of DL 1485 and DL 6322)

Legal description and civic address of the Property Wood Bay Ridge Rd. Secret Cove, SCR D

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

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

Check to the left of applicable items

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



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

Based on my comparison between

Check one

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

I hereby give my assurance that, based on the conditions<sup>(1)</sup> contained in the attached *landslide assessment report*,

Check one

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

Check one

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

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

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

Check one

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

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

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

Patrick M. Sails  
 Name (print) \_\_\_\_\_  
 Signature \_\_\_\_\_

April 17, 2021  
 Date \_\_\_\_\_

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

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

Box 151 Garibaldi Highlands

Address

Squamish BC VON ITO

778-678-7654

Telephone



(Affix Professional seal here)

If the *Qualified Professional* is a member of a firm, complete the following.

I am a member of the firm

Ground up Geotechnical Ltd.

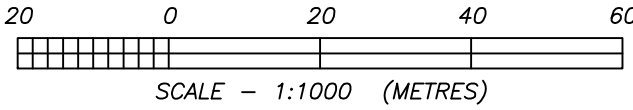
and I sign this letter on behalf of the firm.

(Print name of firm)

**SCHEDULE B**  
**REFERENCE PLAN EPP112364**

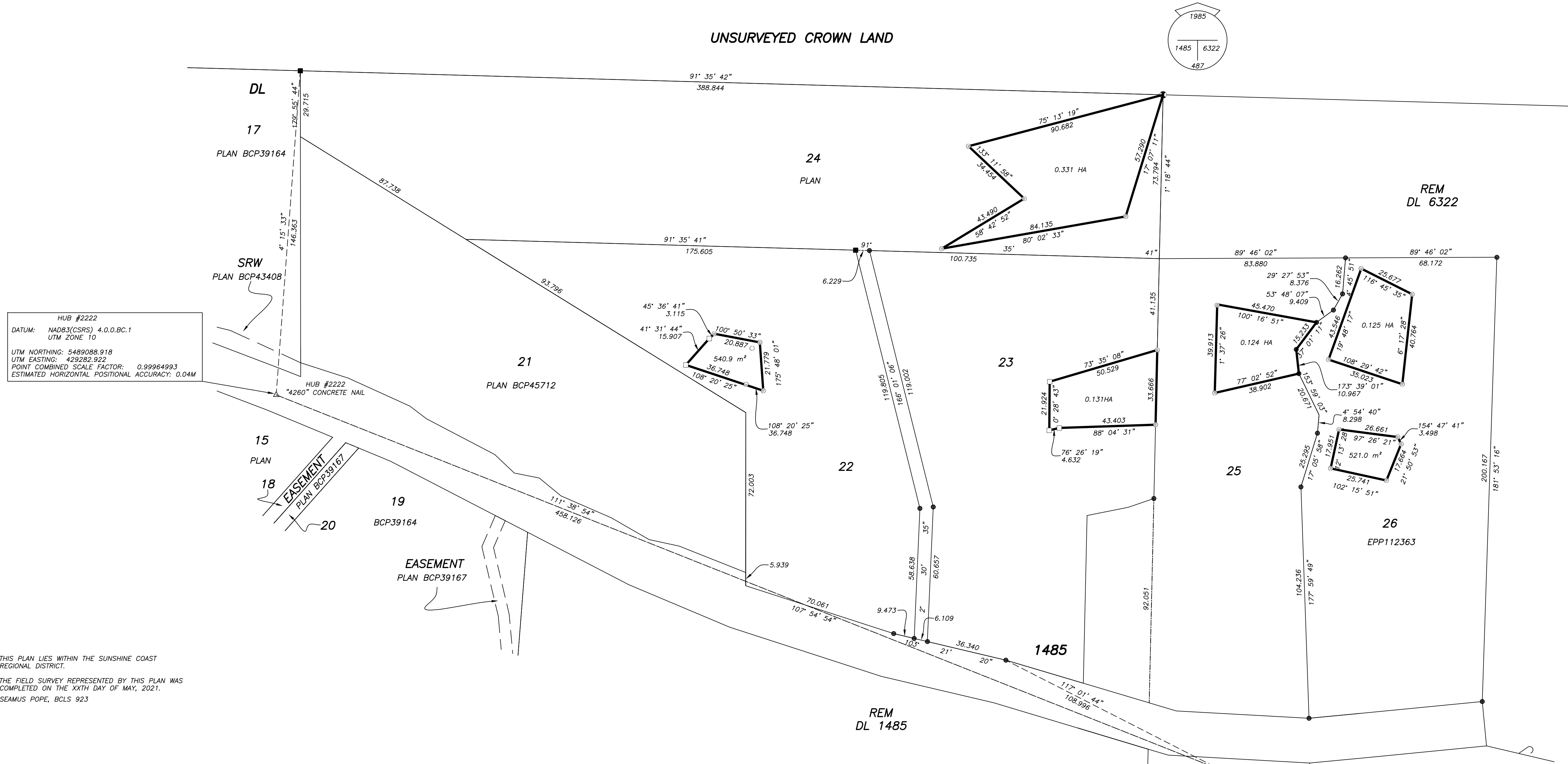
REFERENCE PLAN OF PARTS OF LOTS 22, 23, 24, 25, AND 26 DISTRICT LOT 1485 G.1 NWD PLAN EPP112363  
TO ACCOMPANY A COVENANT PURSUANT TO SECTION 99(1)(E) OF THE LAND TITLE ACT  
FOR GEOTECHNICAL PURPOSES

PLAN EPP112364



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

BCGS MAP SHEET 92G.051



THIS PLAN LIES WITHIN THE SUNSHINE COAST  
REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE XXTH DAY OF MAY, 2021.  
SEAMUS POPE, BCLS 923

LEGEND

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

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

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

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

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

STRAIT LAND SURVEYING INC.  
SEAMUS POPE, BCLS  
BOX 61 (5689 DOLPHIN ST)  
SECHelt, BC V0N 3A0  
T. 604.885.3237

17197-609.GEOCOV

SCHEDULE J  
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.
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.
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 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.



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

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: **WOOD BAY COMMUNITY DEVELOPMENTS LTD.**  
 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ ADDRESS: **1760 Rosebery Ave.**  
 \_\_\_\_\_ **West Vancouver** **BC**  
 \_\_\_\_\_ PC: \_\_\_\_\_ PC: **V7V 2Z4**

**PROPERTY:**

**Lot** **Wood Bay Ridge Rd.**  
 UNIT NO. ADDRESS OF PROPERTY  
**Halfmoon Bay, BC** **V0N 1Y2**  
 CITY/TOWN/MUNICIPALITY POSTAL CODE  
**TBA**  
 PID OTHER PID(S)

**Lot** \_\_\_\_\_ **Plan** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LEGAL DESCRIPTION**

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

1. **PURCHASE PRICE:** The Purchase Price of the Property will be \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS (Purchase Price)
2. **DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:  
**paid by bank draft**

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

BUYER'S INITIALS

SELLER'S INITIALS



PROPERTY ADDRESS

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

3.1. The Buyer acknowledges that they had received, and read with understanding a copy of the Developer's Disclosure Statement dated \_\_\_\_\_, 20\_\_\_\_.

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

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

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

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

20A. Restriction on Assignment of Contract:

The Buyer and Developer agree that this Contract:

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

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

An assignment under the Real Estate Development Marketing Act (BC) is a transfer of some or all of the rights, obligations, and benefits under a purchase agreement made in respect of a lot in a development property, whether the transfer is made by the Purchaser under the purchase agreement to another person or is a subsequent transfer.

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

Before the Developer consents to an assignment of a purchase agreement, the Developer will be required to collect information and records under the Real Estate Development Marketing Act (BC) from each proposed party to an assignment agreement, including personal information, respecting the following:

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

Information and records collected by the Developer must be reported by the Developer to the administrator designated under the Property Transfer Tax Act (British Columbia). The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act (BC), which includes disclosure to the Canada Revenue Agency.

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

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

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

3.7. **Completion Date.** The Purchaser will deliver the balance of the Purchase Price, at the Purchaser's expense, by way of a solicitor's CERTIFIED TRUST CHEQUE or BANK DRAFT to the Developer's Solicitors on the Completion Date (the "Completion Date"). The Completion Date will be that date set out in a notice given by the Developer or the Developer's Solicitors to the Purchaser or the Purchaser's solicitors/notary (the "Purchaser's Solicitors") as a date on which the Lot is or will be ready and title will be issued by the applicable Land Title Office (the "LTO"), provided that the Developer or the Developer's Solicitors will not give less than 14 days' notice thereof. Whether the Lot is ready refers to the Lot and not any other lot within the Development and the Lot will be deemed to be ready on the Completion Date if: (i) the Developer, in its sole discretion, has completed construction of the Lot and (ii) the LTO has issued a separate title for the Lot. If the Completion Date is a Saturday, Sunday, holiday or a day upon which the applicable Land Title Office is not open for business, the Completion Date will be the next business day upon which the LTO is open for business. The notice of the Completion Date delivered from the Developer or the Developer's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Developer's estimate as to when the Lot will be ready and title will be issued such that title is ready to be conveyed to the Purchaser. If the Lot is not ready or titles have not been issued by the LTO on the Completion Date so established, then the Developer may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by December 1, 2022 (the "Outside Date"), then this Agreement will be terminated on the Outside Date, the Deposit paid by the Purchaser will be returned to the Purchaser and the parties will be released from all of their obligations.

The Developer confirms that it currently estimates that the Completion Dates for the Lots is between May 1, 2022 and July 31, 2022.

The Purchaser acknowledges that these dates have been provided by the Developer as a matter of convenience only, they are not meant to be legally binding upon the Developer and that the actual Completion Dates will be established in the manner set out above. The Purchaser further acknowledges that the estimated date for completion of the Development set out in the Disclosure Statement for the Development is an estimate only and may be amended from time to time.

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: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

BC2057 REV. NOV 2021

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PROPERTY ADDRESS

- 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.
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:

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BUYER'S INITIALS

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SELLER'S INITIALS

BC2057 REV. NOV 2021

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PROPERTY ADDRESS

- 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 25(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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

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

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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 Alan Stewart PREC\*  
DESIGNATED AGENT(S)

who is/are licensed in relation to Sotheby's International Realty Canada  
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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INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA 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 BCFSA 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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFA 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): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:
- A. fulfill or waive the terms and conditions herein contained; and/or
  - B. exercise any option(s) herein contained.

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

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

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 

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INITIALS

NO 

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INITIALS

SEAL	SEAL	SEAL
_____ BUYER	_____ BUYER	_____ BUYER
_____ PRINT NAME	_____ PRINT NAME	_____ PRINT NAME
_____ WITNESS	_____ WITNESS	_____ WITNESS

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

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

The Seller declares their residency:

RESIDENT OF CANADA 

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 NON-RESIDENT OF CANADA 

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 as defined under the *Income Tax Act*.

INITIALS INITIALS

SEAL	SEAL	SEAL
_____ SELLER	_____ SELLER	_____ SELLER
WOOD BAY COMMUNITY DEVELOPMENTS LTD. PRINT NAME	_____ PRINT NAME	_____ PRINT NAME
_____ WITNESS	_____ WITNESS	_____ WITNESS