GALORE WEST

DISCLOSURE STATEMENT

Date:	January 7th, 2022
Developer:	JUNIPER WEST DEVELOPMENTS LTD. #103 - 2049 Highland Place, Kamloops, BC V2E 0A8
Address for Service:	c/o Gillespie & Company LLP 200 - 121 St. Paul Street, Kamloops, BC V2C 3K8
Real Estate Agent:	EXP Realty (**Designated Agent: Trevor Finch**) 600 – 235 – 1st Avenue, Kamloops, BC V2C 3J9

DISCLAIMER

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

PRE-SALE OF LOTS

THIS DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT PROPERTY THAT IS NOT YET COMPLETED. PLEASE REFER TO SECTION 7.2 FOR INFORMATION ON THE PURCHASE AGREEMENT. THAT INFORMATION HAS BEEN DRAWN TO THE ATTENTION OF [*NAME OF PURCHASER*]: _____, WHO HAS CONFIRMED THAT FACT BY INITIALLING IN THE SPACE PROVIDED HERE:

_____ _____
Initial(s) of Purchaser(s)

THIS IS A DISCLOSURE STATEMENT FILED PURSUANT TO THE *REAL ESTATE DEVELOPMENT MARKETING* ACT

The Right of Rescission information set out below, in relation to section 21 of the *Real Estate Development Marketing Act,* applies **ONLY** to new purchasers who have not previously received a disclosure statement in respect of this development property. Purchasers who have previously received a prospectus or disclosure statement in respect of this development property accrued a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act,* do **NOT** have a further right to rescind. This notice does not affect any rights a purchaser may have under the purchaser's purchase agreement or at common law.

RIGHT OF RESCISSION

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

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

(a) the developer at the address shown in the disclosure statement received by the purchaser;

(b) the developer at the address shown in the purchaser's purchase agreement;

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser; or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

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

REAL ESTATE DEVELOPMENT MARKETING ACT

POLICY STATEMENT 3

DISCLOSURE STATEMENT REQUIREMENTS FOR DEVELOPMENT PROPERTY CONSISTING OF FIVE OR MORE SUBDIVISION LOTS (Non-Stratified Building Lots)

Effective October 1, 2014

1. Interpretation

In this Policy Statement:

a. "*Act*" means the *Real Estate Development Marketing Act*; and

b. unless the context otherwise requires, other words and expressions have the meanings given to them in the *Act*.

2. Disclosure Statement Filing and Distribution

Unless exempted by the regulations, section 14 of the *Act* requires developers to file a disclosure statement with the superintendent before marketing a development unit in development property. The disclosure statement must:

a. be in the form and include the content required by the superintendent;

b. without misrepresentation, plainly disclose all material facts;

c. set out the substance of a purchaser's rescission rights; and

d. be signed as required by the regulations.

The form and content required by the superintendent for disclosure statements filed in relation to development property consisting of five or more subdivision lots are set out in this Policy Statement. The onus is strictly on the developer to disclose plainly all material facts, including a fact or proposal that could reasonably be expected to affect the value, price, or use of the development property or a development unit.

Developers may market a development unit immediately after filing a disclosure statement that is prepared in accordance with section 14(2) of the *Act*. However, before entering into a purchase agreement, the developer must provide a copy of the disclosure statement to the purchaser, give the purchaser a reasonable opportunity to read the disclosure statement and obtain a written statement from the purchaser acknowledging that the purchaser had an opportunity to read it.

In accordance with section 15(3) of the *Act*, and the *Electronic Transactions Act*, a developer may provide a copy of a disclosure statement by electronic means but only with the written consent of the purchaser.

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Exhibit "A"	Proposed Sketch Plan
Exhibit "B"	Zoning Information
Exhibit "C"	Preliminary Layout Approval
Exhibit "D"	Proposed Statutory Building Scheme
Exhibit "E"	Proposed Contract of Purchase and Sale Agreement
Exhibit "F"	Proposed Addendum to Contract of Purchase and Sale Agreement

1. THE DEVELOPER

1.1 Juniper West Developments Ltd. (the "Developer") is a company incorporated under the laws of the Province of British Columbia on the 4th day of January, 1984 under Incorporation No. BC0272682. Prior to April 7, 2011 the company was known as Tercon Services Limited.

1.2 The Developer owns significant land holdings in the Kamloops Juniper Heights area and is involved in a multi-year development program. The development property is only a portion of the assets owned by the Developer.

1.3 The registered and records office for the Developer is:

#103 - 2049 Highland Place, Kamloops, BC V2E 0A8.

1.4 (a) The directors of the Developer are as follows:

Name	Address
Glenn Walsh	#103 - 2049 Highland Place Kamloops, BC V2E 0A8
Doug MacKenzie	#103 - 2049 Highland Place Kamloops, BC V2E 0A8

There are no other directors of the Developer.

(b) The officers of the Developer are as follows:

Name	Office
Glenn Walsh #103 - 2049 Highland Place Kamloops, BC V2E 0A8	President
Doug MacKenzie #103 - 2049 Highland Place Kamloops, BC V2E 0A8	Vice-President

There are no other officers of the Developer.

1.5 (a) The biographical information of the directors of the developer is as follows:

(i) Glenn Walsh is a businessman who has been developing that portion of Kamloops known as Juniper Heights since his company purchased the property in 1986 including development of a 43 unit strata development known as Coldwater Terrace, a 50 unit townhouse project known as The Ridge in Juniper Heights and development of 20 single family homes on Qu'Appelle Blvd also in the Juniper Heights area of Kamloops. Glenn has been an active

partner with Fraser Bay Developments' three projects at Shuswap Lake located adjacent to Anglemont, near the "narrows" and across from Copper Island. Glenn Walsh is also active with other joint venture projects that range from single family residential homes in Calgary Alberta, townhouse developments and an industrial/commercial project under rezoning in Fort McMurray Alberta, build-to-suit warehouses in Lloydminster Saskatchewan, a rental office building in Vancouver British Columbia, to a 300 unit cottage development in Osoyoos British Columbia.

(ii) Douglas MacKenzie is a businessman who has been involved in the engineering and construction industry since graduating from the British Columbia Institute of Technology in 1993. His training is in the field of civil and structural engineering graduating with honours. Doug has been active in the engineering community in Kamloops for 13 years before becoming involved in land development and multi-family residential construction. Doug MacKenzie has been a manager of several large projects in the Kamloops area and has been project manager for Juniper West Developments Ltd. since March 2011. He has developed a number of subdivisions such as this in the Juniper area including development of a 43 unit strata development known as Coldwater Terrace, a 60 lot subdivision known as Trail Side, a 50 unit townhouse project known as The Ridge in Juniper Heights and development of 20 single family homes on Qu'Appelle Blvd also in the Juniper Heights area of Kamloops. Doug is active in residential construction through Juniper West Builders Ltd.

(b) to the best of the Developer's knowledge neither the Developer, nor its directors and officers or principal holders or directors and officers of principal holders have, within the ten (10) years preceding the date of the Developer's Declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities or to lending moneys secured by a mortgage of land or to arranging, administering or dealing in mortgages of land, or to theft or fraud;

(c) to the best of the Developer's knowledge neither the Developer nor its directors and officers or principal holders or directors and officers of principal holders have, within the last five (5) years preceding the date of the Developer's Declaration attached to this Disclosure Statement, been declared bankrupt, made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with

creditors or had a receiver, receiver-manager or trustee appointed to hold assets of that person;

(d) to the best of the Developer's knowledge neither the Developer nor its directors and officers or principal holders or directors and officers of principal holders have, within the five (5) years prior to the date of the Developer's declaration attached to the disclosure statement, been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

(i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

(ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold its assets.

1.6 **Conflict of Interest**: Neither the Developer nor its managers, directors and officers or principal holders or directors and officers of principal holders have any existing or potential conflicts of interest among them or with any other persons or entities in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision. Each of the Directors has been active in residential and commercial construction and the supplying of goods and services required for the type of development which the Developer is undertaking and describing herein. Companies related to the Directors may be supplying goods and services to the Developer. The Directors are involved in business related to construction and residential development as noted in paragraph 1.6 above.

2. GENERAL DESCRIPTION

2.1 **General Description of the Development**: The development known as Galore West (the "**Development**") is a subdivision development located on Galore Crescent and Cordonier Place in the Juniper Heights area in the City of Kamloops, Province of British Columbia. The Development consists of 36 individual subdivision lots (the subdivision lots shall hereafter be referred to as the "Lots" or "Lot", as the case may be). This Development is part of an orderly development of the Juniper area authorized by the City of Kamloops by way of Preliminary Layout Approval.

The Development and the Lots, as proposed, are shown on the sketch plan attached as **Exhibit "A"** hereto showing the approximate location of each Lot on the Development Property (as hereafter defined in paragraph 4.1).

The size of the Lots are expected to range from approximately 7,000 square feet to 13,000 square feet. The size of the Lots may vary once the final Plan of Subdivision has been prepared by the surveyor for the Developer.

The Developer may amend the Plan of Subdivision without notice.

Lot sizes are subject to changes or alterations as may be determined by the Developer. The actual size of the Lots are subject to changes or alterations as may be determined by the Developer without further notice.

Each Lot owner will be responsible for the maintenance of any dwelling or other improvements made within the boundaries of their Lot. Each Lot owner will be responsible for real property taxes levied against the Lot. Each Lot owner will be responsible for fire and liability insurance.

Each Lot owner and/or each Lot owner's building contractor, as well as sub-contractors, will need to abide by the terms of a Statutory Building Scheme that the Developer will have registered against the Lots (as further noted in Section 2.5 - Statutory Building Scheme hereof). The Statutory Building Scheme will include terms as to approval of house designs by the Developer, payment of a landscaping/compliance deposit (hereafter the "Compliance Deposit"), among other things, prior to proceeding with any construction on the Lots.

Each Lot owner will be required to pay a $8,000.00 Compliance Deposit (which is separate and distinct from the purchase deposit and/or purchase closing funds) concurrently with completion of the purchase of a Lot by the Buyer. The Compliance Deposit will be set out in more detail in Section 7.2(iv) hereof and in Paragraph 1 (Compliance Deposit) of the Addendum (Exhibit "F") which is also referred to in Section 7.2.

Some of the Lots may contain or may require retaining walls to be constructed where necessary as part of the subdivision process and prior to the sale of a Lot to a Buyer. It is not known at this time where the retaining walls, if any, will be placed on the Lots. The Developer reserves the right to construct retaining walls on the Lots as necessary as part of the subdivision process if required.

If any retaining walls are required during the construction of any dwelling or accessory building by the Buyer of a Lot, the Buyer of the Lot will be solely responsible for constructing any retaining walls and the associated costs of such retaining wall construction.

Each Lot will be sold as fee-simple ownership.

The Lots will be created by deposit of a Plan of Subdivision to be filed in the Kamloops Land Title Office in accordance with the provisions of the *Land Title Act*.

At this time, the Developer is marketing Lots 1 to 36, inclusive, in the Development.

2.2 **Permitted Use**: The Development Property is located within the City of Kamloops and is zoned:

RS-1 (Single Family Residential 1) allows for the following uses and no others:

- Single-Family Residential
- Boarders or Lodgers to a maximum of two Persons
- Daycare, Home Based
- Garden Suite or Secondary Suite (subject to Division 3, Section 3.4)
- Home-based Business
- Residential Care Facility, Licensed Home-Based

Copies of the pertinent portion of the Zoning Bylaws are attached hereto as **Exhibit "B"**.

Except for the operation of a home-based business within a residence, the Lots may not be used for commercial or other purposes not ancillary to residential purposes.

If required, further information and details regarding the applicable zoning requirements and permissible uses can be obtained from the City of Kamloops, Planning and Development, 105 Seymour Street, Kamloops, BC V2C 2C6, Telephone: 250-828-3561.

2.3 **Building Construction**: The Developer will not be constructing any residential improvements on the Lots. Lot Owners will need to:

(a) confirm with the City of Kamloops the applicable zoning bylaw relating to the Lot they are purchasing;

(b) apply to the City of Kamloops for the required building permit or permits.

Lot Owners and will be responsible for payment of any costs associated with the building permit or permits, including any and all fees which may or may not include development cost charges payable to the City of Kamloops.

The Developer is not responsible for the payment of any fees levied by the City of Kamloops, other than fees associated with the initial subdivision and creation of the Lots.

If any retaining walls are required during the construction of any dwelling or accessory building by the Buyer of a Lot, the Buyer of the Lot will be solely

responsible for constructing any retaining walls and the associated costs of such retaining wall construction.

2.4 **Preliminary Layout Approval**: The Developer has obtained preliminary layout approval for the Development from the City of Kamloops in letter format dated April 27, 2021, setting out the City's requirements to give approval to the Development. A copy of the Preliminary Layout Approval is attached hereto as **Exhibit "C"**. The Preliminary Layout Approval is for a 46 lot subdivision, however, the Developer will only be developing and marketing Lots 1 to 36, inclusive, at this time as shown on **Exhibit "A"**.

2.5 **Statutory Building Scheme**: Attached as **Exhibit "D"** is a copy of the proposed Statutory Building Scheme to be filed in the Kamloops Land Title Office by the Developer against the Lots.

Each Lot owner and/or each Lot owner's building contractor, as well as sub-contractors, will need to abide by the terms of a Statutory Building Scheme that the Developer will have registered against the Lots.

3. **Servicing Information**

3.1 **Utilities and Services:**

(a)	**Water** -	City of Kamloops;
(b)	**Electricity** -	BC Hydro - to be installed by the Developer;
(c)	**Sewerage** -	City of Kamloops - to be installed by the Developer;
(d)	**Natural Gas** -	Fortis BC - to be installed by the Developer
(e)	**Fire Protection** -	City of Kamloops
(f)	**Telephone** -	Telus - to be installed by the Developer
(g)	**Access** -	Public Roadway via Galore Crescent, Cordonier Place and/or Qu'Appelle Boulevard, as well as other public roadways, as shown on **Exhibit "A"** hereto.

At the time of filing this Disclosure Statement, site work and in ground servicing (collectively the "Site Servicing") has commenced but has not been completed. Site Servicing has been suspended for the winter months and will resume in the Spring of 2022. It is anticipated that the Site Servicing will be completed in or about June 2022.

All required site work and in ground servicing of the Development will be completed prior to registration of the Plan of Subdivision in the Kamloops Land Title Office, or bonded, as required by the City of Kamloops.

4. **Title and Legal Matters**

4.1 **Legal Description**: The current legal description of the property comprising the Development is a portion of:

PID: 014-384-863
Part of the North West ¼ of Section 34 Township 19 Range 17 West of the 6th Meridian Kamloops Division Yale District except Plans 35114, EPP51319, EPP56743, EPP62821, EPP66589, EPP73342 and EPP76532

(the "**Development Property**").

The legal descriptions for the Lots will change upon filing of the Plan of Subdivision in the Kamloops Land Title Office.

4.2 **Ownership**: The Development Property is owned by the Developer.

4.3 **Existing Encumbrances and Legal Notations:**

(a) Legal Notation: This title may be affected by a permit under Part 14 of the *Local Government Act*, see CA5695322, relating to Development Permit No. DVP00470 which provides for variance of the street frontage of 1 lot on Qu'Appelle Boulevard to allow for a panhandle lot. This charge is carried over from a previous subdivision and does not affect the Development Property. This charge will be released from the titles to the Lots upon filing of the Plan of Subdivision;

(b) Legal Notation: This title may be affected by a permit under Part 14 of the *Local Government Act*, see CA5979753, relating to Development Permit No. DVP00486 which provides for a variance to reduce the front yard setbacks relating to previous subdivisions of 13 lots and 22 lots on Galore Crescent and Myra Place, respectively. This charge is carried over from a previous subdivision and does not affect the Development Property. This charge will be released from the titles to the Lots upon filing of the Plan of Subdivision;

(c) Right of Way 66978E in favour of FortisBC Energy Inc.;

(d) Covenant KK105340 in favour of the City of Kamloops relating to the water supply system;

(e) Statutory Right of Way KK113286 in favour of the City of Kamloops relating to a utility right of way;

(f) Statutory Right of Way LB339105, as modified by CA4526629, in favour of the City of Kamloops relating to a right of way for emergency access, vehicle turn-around access, public use of the roadway, and access to utility

services. This charge will be released from the titles to the Lots upon filing of the Plan of Subdivision;

(g) Modification CA4526629, modifying LB339105 as described above in sub-paragraph (f) above. This charge will be released from the titles to the Lots upon filing of the Plan of Subdivision;

(h) Statutory Right of Way CA5036222 in favour of the City of Kamloops and relates to a right of way for utility access and works. This charge will be released from the titles to the Lots upon filing of the Plan of Subdivision.

4.4 **Proposed Encumbrances:**

(a) a Statutory Building Scheme in favour of the Developer will be registered against the Lots in substantially the same form as provided for in **Exhibit "D"** hereto;

(b) a Covenant in favour of the City of Kamloops will be registered against the Lots relating to urban/wildland wildfire interface restrictions and duties;

(c) a Covenant in favour of the City of Kamloops will be registered against the Lots relating to geotechnical, soils and grading matters;

(d) Easements, as may be required, for any retaining walls to be constructed by the Developer for the Lots (if required prior to the sale of any Lot to a Buyer);

(e) Such further registered rights of way, easements, or covenants as may be required by the City of Kamloops, utility service providers and others.

Copies of all registered charges and encumbrances may be obtained from the Kamloops Land Title Office. It is recommended that prospective purchasers independently review and consider these documents.

4.5 **Outstanding or Contingent Litigation or Liabilities:** There are no outstanding or contingent litigation or liabilities in respect of the Development Property or against the Developer that may affect the Lots or the Lot owners.

4.6 **Environmental Matters:** The Developer is not aware of any flooding or drainage overflow hazards with respect to the Development Property. The Developer is not aware of any dangers or requirements imposed by the City of Kamloops or other governmental authority relating to flooding or to the conditions of the soil and subsoil.

5. **Construction and Warranties**

5.1 **Construction Dates:** The dates for commencement and completion of construction of the Development is as follows:

Commencement Date of Construction	Completion Date of Construction
July 1, 2021 to October 1, 2021	June 1, 2022 to September 1, 2022

5.2 **Warranties**: The Developer will not be providing any warranties as it will not be constructing any improvements on the Lots.

5.3 **Previously Occupied Building**: Nil.

6. **Approvals and Finances**

6.1 **Development Approval**: The Developer has obtained preliminary approval for the Development from the City of Kamloops Approving Officer as noted in **Exhibit "C"** hereof (as more particularly noted in Section 2.4 hereof).

6.2 **Construction Financing**: The Developer has sufficient funds to provide all servicing required for the Development at this time.

7. **Miscellaneous**

7.1 **Deposits**: deposit monies received from a purchaser or lessee shall be held in trust in the manner required by the *Real Estate Development Marketing Act* until the Plan of Subdivision is deposited in the Kamloops Land Title Office, the premises purchased are capable of being occupied and an instrument evidencing the interest of the purchaser in the Lot has been registered in the Kamloops Land Title Office.

Deposit monies pursuant to any Contract of Purchase and Sale Agreement will not accrue interest.

7.2 **Purchase Agreement**:

(a) Attached as **Exhibit "E"** is a copy of the standard BC Real Estate Association and Canadian Bar Association (BC Branch) Contract (the "**Contract**") which will be used by the Developer for sales of the Lots.

Purchasers are advised that:

Paragraph 20A of the Contract is deleted in its entirety and replaced with the following Paragraph 2 in the Addendum (as defined in subsection (b) below):

2. NO ASSIGNMENT OF CONTRACT

THE BUYER HAS NO RIGHT TO ASSIGN THIS CONTRACT AND THE BUYER ACKNOWLEDGES THAT THE SELLER MAY REFUSE CONSENT TO SUCH ASSIGNMENT IN ITS SOLE DISCRETION.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in the Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in the Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under the Contract but will continue to remain liable to perform all obligations of the Buyer under the Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

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

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

Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

Before the Seller consents to an assignment of the Contract the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

i. the party's identity;

ii. the party's contact and business information;

iii. the terms of the assignment agreement.

The information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes

authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

(b) Attached as **Exhibit "F"** is a copy of an addendum to the Contract (the "**Addendum**") which will be used by the Developer for sales of Lots.

(c) ***Purchasers are advised that:***

(i) Paragraph 2 (Deposit - Purchase) of the Contract (Exhibit "E") provides that in the event the Purchaser (Buyer in the Contract) fails to pay the deposit as required by the Contract the Seller may at its option terminate the Contract. Paragraph 2 also sets out terms for dealing with release of the deposit, if any, made by the Purchaser pursuant to the Contract;

(ii) Paragraph 3 (Terms and Conditions) of the Contract provides that if the conditions of the Contract are not waived or declared fulfilled in writing by the party for which the condition benefits, the Contract will be terminated and the deposit returned;

(iii) Paragraph 12 (Time) of the Contract provides that time will be of the essence and permits the Seller to cancel the Contract and retain the Buyer's deposit if the Buyer defaults.

Paragraph 12 (Time) also provides that the Seller may terminate the Contract if the Buyer is not able to pay the balance of the purchase price on the Completion Date.

(iv) Paragraph 1 (Compliance Deposit) of the Addendum (Exhibit "F") deals with a Compliance Deposit payable by the Buyer to the Seller for completion of certain aspects related to construction and landscaping.

The Compliance Deposit noted in the Addendum (Exhibit "F") and the Purchase Deposit noted in the Contract (Exhibit "E") are <u>not</u> one and the same deposits.

The Compliance Deposit and the Purchase Deposit are separate and distinct.

(v) Paragraph 2 (No Assignment of Contract) of the Addendum (Exhibit "F") provides that no assignment of the Contract will be permitted – see above subsection (a).

(vi) Paragraph 3 (Completion Date) of the Addendum permits the Developer to extend the completion date in certain

circumstances, including delays in construction of a Lot due to unforeseen circumstances.

(vii) **Paragraph 7 (Risk) of the Addendum permits the Buyer to terminate the Contract in the event of loss of the Strata Lot or damage to it caused by fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion;**

(viii) **Paragraph 9 (Time aka Seller's Election) of the Addendum provides that time will be of the essence and permits the Seller to cancel the Contract and retain the Buyer's deposit if the Buyer defaults.**

Paragraph 9 also provides that the Seller may terminate the Contract if the Buyer is not able to pay the balance of the purchase price on the Completion Date.

(d) **Purchase Deposits and/or the Compliance Deposits will not be placed in interest bearing accounts and will not accrue interest.**

7.3 **Developer's Commitments**: any road construction work and/or landscaping work, required to be completed by the Developer as part of the subdivision process and, pursuant to the Preliminary Layout Approval attached as Exhibit "C" hereto, which is not completed at the time of registration of the subdivision plan will be secured by bonding with the City of Kamloops as a condition of final approval of the Development.

7.4 **Other Material Facts**:

(a) Each Lot owner and/or each Lot owner's building contractor, as well as sub-contractors, will need to abide by the terms of a Statutory Building Scheme that the Developer will have registered against the Lots and by the building approval(s) of the Developer and Design Consultant.

(b) Paragraph 1 (Compliance Deposit) of the Addendum (Exhibit "F") deals with a Compliance Deposit payable by the Buyer to the Seller for completion of certain aspects related to construction and landscaping.

The Compliance Deposit noted in the Addendum (Exhibit "F") and the Purchase Deposit noted in the Contract (Exhibit "E") are <u>not</u> one and the same deposits.

The Compliance Deposit and the Purchase Deposit are separate and distinct.

(c) Some of the Lots may contain or may require retaining walls to be constructed where necessary as part of the subdivision process and prior

to the sale of a Lot to a Buyer. It is not known at this time where the retaining walls, if any, will be placed on the Lots. The Developer reserves the right to construct retaining walls on the Lots as necessary as part of the subdivision process if required.

If any retaining walls are required during the construction of any dwelling or accessory building by the Buyer of a Lot, the Buyer of the Lot will be solely responsible for constructing any retaining walls and the associated costs of such retaining wall construction.

(d) The Statutory Right of Way noted in Exhibit "C" for access to the sanitary sewer main will not form part of the subdivision of Lots 1 to 36 herein. It will be dealt with separate and apart from this Development.

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DEEMED RELIANCE

SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL FACT. THE DEVELOPER, ITS DIRECTORS AND ANY PERSON WHO HAS SIGNED OR AUTHORIZED THE FILING OF THIS DISCLOSURE STATEMENT ARE LIABLE TO COMPENSATE THE PURCHASER FOR ANY MISREPRESENTATION, SUBJECT TO ANY DEFENCES AVAILABLE UNDER SECTION 22 OF THE *ACT*.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 7th day of January, 2022.

JUNIPER WEST DEVELOPMENTS LTD.
by its authorized signatory:

28BA6E5396174F9...
Glenn Walsh - President

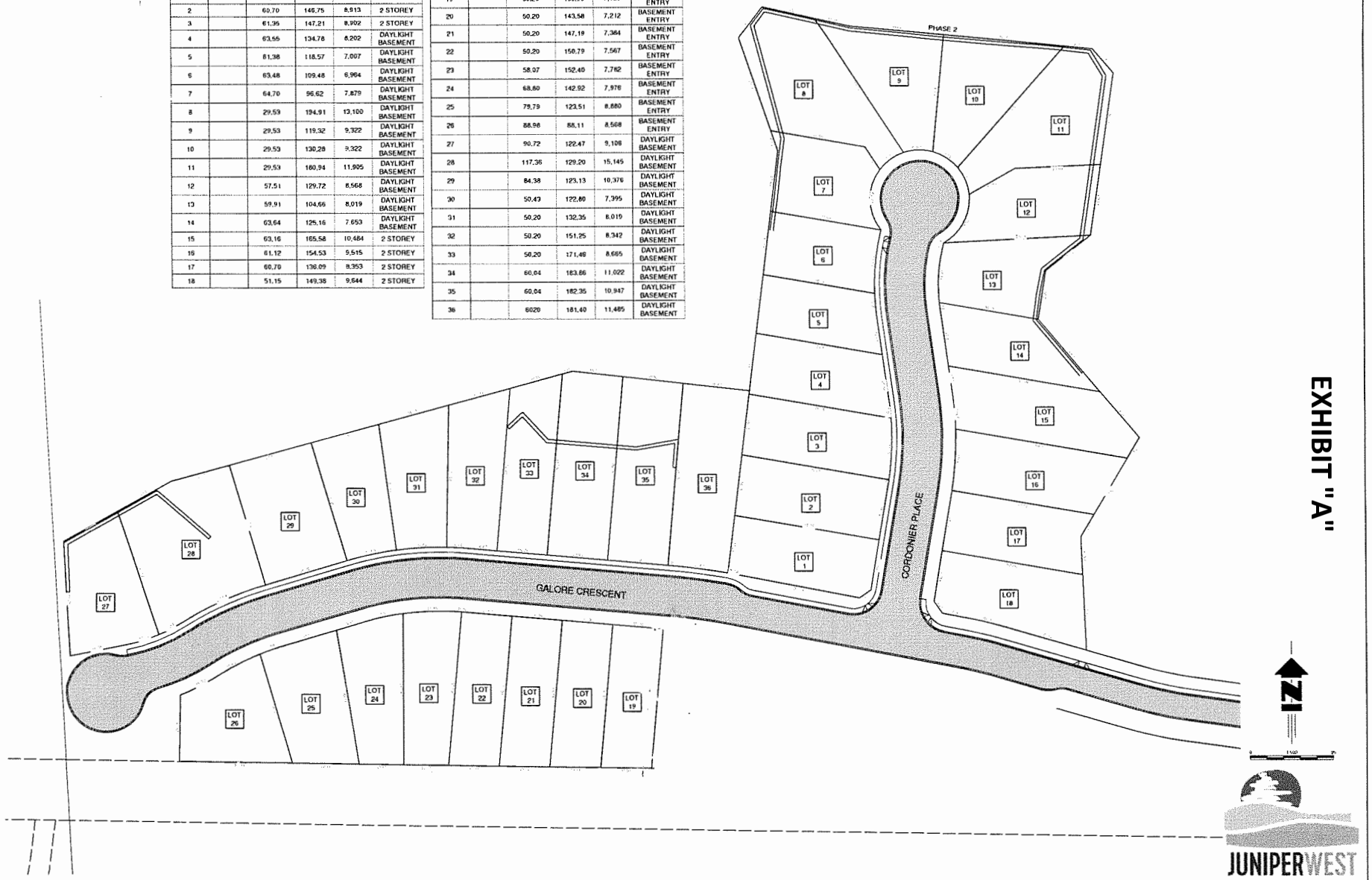
DocuSigned by:
28BA6E5396174F9...
Glenn Walsh - Director

DocuSigned by:
Doug Mackenzie
DFAD046F31B449E...
Douglas MacKenzie - Director

EXHIBIT "A"

WEST GALORE LOT INFORMATION - PHASE 2					
LOT No.	PRICE	LOT FRONTAGE (ft)	LOT DEPTH (ft)	AREA (ft²)	LOT STYLE
1		50.03	144.16	8,407	2 STOREY
2		60.70	146.75	8,913	2 STOREY
3		61.95	147.21	8,902	2 STOREY
4		63.55	134.78	8,202	DAYLIGHT BASEMENT
5		61.38	118.57	7,007	DAYLIGHT BASEMENT
6		63.48	109.48	6,964	DAYLIGHT BASEMENT
7		64.70	96.62	7,879	DAYLIGHT BASEMENT
8		29.53	194.91	13,100	DAYLIGHT BASEMENT
9		29.53	119.32	9,322	DAYLIGHT BASEMENT
10		29.53	130.28	9,322	DAYLIGHT BASEMENT
11		29.53	180.94	11,905	DAYLIGHT BASEMENT
12		57.51	129.72	8,568	DAYLIGHT BASEMENT
13		59.91	104.66	8,019	DAYLIGHT BASEMENT
14		63.64	125.16	7,653	DAYLIGHT BASEMENT
15		63.16	165.58	10,484	2 STOREY
16		61.12	154.53	9,515	2 STOREY
17		60.70	136.09	8,353	2 STOREY
18		51.15	149.38	9,644	2 STOREY

WEST GALORE LOT INFORMATION - PHASE 2					
LOT No.	PRICE	LOT FRONTAGE (ft)	LOT DEPTH (ft)	AREA (ft²)	LOT STYLE
19		50.20	139.96	7,029	BASEMENT ENTRY
20		50.20	143.58	7,212	BASEMENT ENTRY
21		50.20	147.19	7,384	BASEMENT ENTRY
22		50.20	150.79	7,567	BASEMENT ENTRY
23		58.07	152.40	7,782	BASEMENT ENTRY
24		68.80	142.92	7,976	BASEMENT ENTRY
25		78.79	123.51	8,880	BASEMENT ENTRY
26		88.96	88.11	8,568	BASEMENT ENTRY
27		90.72	122.47	9,108	DAYLIGHT BASEMENT
28		117.36	129.20	15,145	DAYLIGHT BASEMENT
29		84.38	123.13	10,376	DAYLIGHT BASEMENT
30		50.43	122.80	7,395	DAYLIGHT BASEMENT
31		50.20	132.35	8,019	DAYLIGHT BASEMENT
32		50.20	151.25	8,342	DAYLIGHT BASEMENT
33		50.20	171.46	8,665	DAYLIGHT BASEMENT
34		60.04	183.86	11,022	DAYLIGHT BASEMENT
35		60.04	182.35	10,947	DAYLIGHT BASEMENT
36		6020	181.40	11,485	DAYLIGHT BASEMENT



JUNIPERWEST

Division 8: Single-Family, Single-Family with Suite, and Two-Family Residential Zones

8.1 RS1 (SINGLE-FAMILY RESIDENTIAL 1)

The purpose of the RS1 zone is to regulate the development of land for Single-Family Residential Use and Accessory Uses, including Garden Suites and Secondary Suites, which are designated as Urban in the Official Community Plan.

8.1.1 Principal Uses

(a) Single-Family Residential.

8.1.2 Accessory Uses

(a) Boarders or Lodgers to a maximum of two Persons
(b) Daycare, Home-Based
(c) Garden Suite or Secondary Suite, subject to Division 3, Section 3.4
(d) Home-Based Business
(e) Residential Care Facility, Licensed Home-Based

8.1.3 Permitted Uses - Site Specific

(a) Bed and Breakfast facility to a maximum of four Persons in the case of Lot A, Sec. 1, Twp. 20, Rge. 17, K.D.Y.D., Plan 22854 (2664 Thompson Drive).

(b) Commercial conversion limited to Office and Personal Services in the case of Lots 23, 24, and 25, Plan KAP60808, K.D.Y.D. (475, 485, and 495 Hollyburn Drive).

(c) Daycare Facility, Commercial, to a maximum of 16 children in the case of Lot B, Sec. 7, Twp. 21, Rge. 17, W6M, K.D.Y.D., Plan KAP53574 (810 Sicamore Drive).

(d) Daycare Facility, Commercial, to a maximum of 15 Persons, excluding operator's Family, in the case of Lot C, Plan 18186, K.D.Y.D. (608 Holt Street).

(e) Daycare Facility, Commercial, to a maximum of 44 children in the case of Lot A, Plan 25124, K.D.Y.D. (2250 Park Drive).

(f) Daycare facility to a maximum of 14 Persons excluding staff members in the case of Lot 33, Plan 19618, K.D.Y.D. (237 Bestwick Drive).

(g) Daycare facility to a maximum of 25 children in the case of Lot 2, Plan 33195, K.D.Y.D. (3214 Hargraves Place).

(h) Group daycare facility to a maximum of 14 children in the case of Lot 8, Sec. 25, Twp. 19, Rge. 18, W6M, K.D.Y.D., Plan KAP72965 (2554 Abbeyglen Way).

(i) Group daycare facility to a maximum of 16 children in the case of Lot 22, Sec. 36, Twp. 19, Rge. 18, W6M, K.D.Y.D., Plan 23690 (1642 Springhaven Place).

(j) One-Person BodyTalk therapist in the case of Lot 11, Plan 41651, D.L. 454, K.D.Y.D. (2045 Tremerton Drive).

(k) One-Person lifestyle coaching Office in the case of Lot 53, Plan 28359, D.L. 410, K.D.Y.D. (428 Monarch Court).

(l) One-Person massage therapy clinic in the case of Lot A, D.L. 236, K.D.Y.D., Plan 29289 (2179 Flamingo Road).

(m) One-Person registered counselling service, excluding the counselling of sex offenders, limited to one client at a time, to a maximum of six clients per day, operating between the hours of 9:00 am and 6:00 pm, Monday to Saturday, in the case of Lot 15, D.L. 454, Plan KAP46076 (107 Coppertree Court).

(n) One-Person registered BodyTalk therapist in the case of Lot 17, D.L. 235, K.D.Y.D, Plan 14644 (186 Knollwood Drive).

(o) One-Person registered counselling service Office, excluding the counselling of sex offenders, in the case of Lot 14, Sec. 2, Twp. 20, Rge. 18, W6M, K.D.Y.D., Plan KAP74207 (1959 Saskatoon Place).

(p) One-Person registered massage therapy clinic in the case of Lot 80, D.L. 256, K.D.Y.D., Plan 8825 (626 Comox Avenue).

(q) One-Person registered massage therapy clinic in the case of Lot 2, Plan 16576, K.D.Y.D. (2144 Valleyview Drive).

(r) One-Person registered massage therapy clinic in the case of Lot 8, D.L. 231, K.D.Y.D., Plan 10452 (474 Grandview Terrace).

(s) One-Person registered massage therapy clinic in the case of Lot 11, Plan KAP59739, K.D.Y.D. (3771 Overlander Drive).

(t) One Secondary Suite in the case of Lot 29, Plan 29156, K.D.Y.D. (2114 Shaughnessy Hill).

(u) Professional Practice limited to a maximum of six employees with a minimum of six on-Site parking spaces in the case of Lot 2, Sec. 6, Twp. 20, Rge. 17, W6M, K.D.Y.D., Plan 18228 (414 Arrowstone Drive).

(v) Retreat facility with a maximum of 18 clients in the case of Lot A, Plan 25774, K.D.Y.D. (2420 Parkview Drive).

(w) Tutoring business to a maximum of eight students in the case of Lot B, Plan 16207, K.D.Y.D. (2245 Crescent Drive).

(x) Two Dwelling Units in the case of Lot 47, Plan 22946, K.D.Y.D. (1500 Mt. Dufferin Avenue).

(y) Office and veterinary clinic in the case of Lot A, D.L. 232, K.D.Y.D., Plan 28731 (7 St. Paul Street West)

8.1.4 Subdivision Regulations

Minimum Lot Area	464 m^2
Minimum Lot Width	
• on interior or cul-de-sac Lots	15 m
• on Corner Lots (narrowest frontage)	16.5 m
Minimum Lot Street frontage	
• on interior Lots	15 m
• on Corner Lots (narrowest frontage)	16.5 m
• on cul-de-sac Lots (Single-Family only)	9 m
• on cul-de-sac Lots (Single-Family with Garden Suite or Secondary Suite)	15 m

8.1.5 Development Regulations

Minimum Front Yard Setback	4.5 m
• except where Building is adjacent to a driveway or off-Street parking space	6 m as per Division 4, Section 4.11
• except where Front Lot Line is also the Rear Lot Line of an adjacent parcel (as in the case of a Panhandle Lot)	6 m
Minimum Side Yard Setback	
• principal Building	1.5 m
• Accessory Buildings >10 m^2	1 m
Minimum Rear Yard Setback	6 m
• principal Building	6 m
• Accessory Building >10 m^2	1 m
• Accessory Building >10 m^2 adjacent to lane	1.5 m
Minimum side or rear Street Yard Setback:	4.5 m
• except where Building is adjacent to a driveway or off-Street parking space	6 m as per Division 4, Section 4.11

• except Accessory Buildings <10 m^2 where adjacent Yard is not a Front Yard	1.5 m
Maximum Lot Coverage	
• total combined for Site	40% including Accessory Buildings
• total combined Accessory Buildings only	12% of Lot Area to a maximum of 112 m^2
Maximum Building Height	
• principal Building	2 Storeys
• Accessory Building >10 m^2	4 m
• Accessory Building >10 m^2 that meets Setbacks for Garden Suites as per Division 3	5 m
• Accessory Building <10 m^2	3 m
Maximum Structure Height	12 m
Maximum number of Dwelling Units on Lot	1
• except where Garden Suite or Secondary Suite is permitted	2
Minimum Building separation Accessory Building from principal Building	1.5 m

8.1.6 **Manufactured Homes - Special Conditions**

In the RS1 zone, Manufactured Homes are not permitted.

8.1.7 **Additional Regulations**

Additional zoning regulations apply, including, but not limited to, those found in:

(a) Division 2: Interpretation;
(b) Division 3: General and Specific Use Regulations;
(c) Division 4: Off-Street Parking; and
(d) Division 5: Landscaping, Screening, and Fencing.

Canada's Tournament Capital

EXHIBIT "C"

April 27, 2021

Juniper West Developments Ltd.
103 – 2049 Highland Pl
KAMLOOPS BC V2E 0A8

Dear Sir/Madam:

RE: Subdivision Application No. SUB01158
Preliminary Subdivision Proposal of Part NW ¼ Sec 34 Tp 19 Rge 17 W6M KDYD
(1830 Qu'Appelle Blvd)

Further to your application for a 46-lot subdivision of the above noted property, please be advised that preliminary layout approval (PLA) is hereby granted. The conditional approval granted is only for the general layout of the subdivision and is valid for 365 days from this date. **The PLA will expire on April 27, 2022.** However, if at any time there is a change in the legislation, regulations, or by-laws which would cause your conditional approval to be contrary to the law, this conditional approval is automatically cancelled. Conditional approval is also subject to the items outlined in this letter. Please contact the undersigned or Joanna Mazzardis at 250-828-3561 should you wish to set up a meeting to review the conditional approval.

Subsequent to the initial application a revised layout was submitted to the City showing 20 additional lots. An additional application fee of $2,000 ($100 per lot x 20 lots) is due for these lots and shall be paid prior to further processing of the application.

The following outlines all the items that must be completed and accompany the attached Final Subdivision Approval Application form when submitting for final approval.

A. GENERAL LAYOUT

1. Each lot must comply with all of the zoning regulations of the parent property, including, but not limited to, minimum lot area, lot street frontage and lot width. The parent property is zoned RS-1 (Single Family Residential-1), OS (Open Space) and FD (Future Development); those zoning regulations are attached. The layout shall be generally as shown on the attached Map #1. Submission for final subdivision approval shall include:

   a) One, to scale, paper copy of all plans (subdivision, SRWs, easements, covenant areas). The subdivision file number is to be added to the end of the statement – "This plan lies within the jurisdiction of the Approving Officer for the City of Kamloops. File No. SUB01158." The number of required covenants shall also be noted on the subdivision plan; and,

b) Locked PDFs of the survey plan certification and accompanying application to deposit plan form(s).

2. Any retaining walls constructed across multiple lot lines must be completed prior to final subdivision approval. Building permits for retaining walls must also be finalized prior to final subdivision approval.

B. SERVICING REQUIREMENTS

General Comments

1. This property is within the Full Urban service category as defined in the Subdivision Control By-law No. 4-33. Design drawings submitted for approval must comply with the Design Criteria Manual, Schedule "B" of the *Subdivision and Development Control By-law*, as amended. Calculations may be required to support the servicing design.

2. BC Hydro, Telus, Shaw and Fortis BC utility designs are required with the detailed subdivision design submission.

3. Boulevard landscaping, complete with trees and City irrigation connections will be required on both sides of Galore Crescent from the intersection of Qu'Appelle Boulevard to station STA 0+240. From station STA 0+240 to STA 0+330 landscaping is only required on the north side of the road.

4. Vehicle access over all mains is required for maintenance of municipal water, sanitary sewer and storm drainage infrastructure.

5. There are existing open space walking trails in the area. A plan outlining how continuity of access to, and use of the trails shall be part of the detailed design submission. Access to the trail over gas line right-of-way is to be maintained throughout the subdivision process.

6. In accordance with Schedule J of the City of Kamloops Subdivision and Development Control Bylaw all lands that are, or are intended to be dedicated as public open space or parkland requires protection from damage during site grading, excavation or from construction activity. Construction fencing shall be installed at the perimeter of the proposed lots. This fencing is to be installed in conjunction with construction of subdivision services and/or grading of the development area. Permanent fencing, consisting of minimum 1.5 m black chain-link, black hardware and black posts, shall be installed prior to final subdivision approval. Alternative fencing styles may be discussed with your folder manager.

7. Any disturbed lands shall be hydro-seeded and maintained by the owner/developer until they are re-established.

8. Construction of site services shall proceed only after approval of the engineering design drawings by the City. Proof of liability insurance coverage in the amount of Five Million Dollars ($5,000,000) with the City of Kamloops named as an additional insured, shall be required.

9. Prior to final approval of the subdivision, the City will require submission of:

    a) Completion Certificates confirming supervision, inspection and testing of contractor installed offsite work;
    b) Record drawings and related construction information;

c) A letter of credit or cash deposit for construction deficiencies (125% of the value of deficiencies) and the one year maintenance holdback (5% of the value of subdivision servicing); and,
d) A 2% inspection fee on the value of subdivision servicing.

Your engineer is to submit a signed and sealed statement of the value of the subdivision servicing costs for review prior to final subdivision approval. The rate quoted in this letter is valid for one year following any by-law amendments to establish new inspection rates. If items a) or b) are not complete, additional security will be required at the final subdivision stage. The value of the security will be for 125% of the deficiencies.

10. No fill will be permitted in areas to be dedicated as open space.

11. Access is to comply in full with the requirements of the BC Building Code regulations and as determined by the Fire & Rescue Services Vehicle Access Requirements, which includes access to buildings under construction.

Transportation

12. All roads shall conform to the Design Criteria Manual, Section 6 "Roads", in Schedule "B" to the *Subdivision and Development Control Bylaw*.

13. A street light design is required with the detailed design. Decorative street lights will not be supported for Galore Crescent, but may be supported for Road "A."

14. Galore Crescent will be a hybrid Local Road that shall be constructed to Collector Road standards for road base gravels and paved asphalt thickness. Street lights and a 1.5 m sidewalk are required on the north side. Parking lanes are required on both side of the road. The road right-of-way width must encompass all cross-sectional elements, including 3rd party utilities.

15. The portion of Galore Crescent traversing the gully does not require parking lanes and may be narrower.

16. Local Road "A" shall have two 3.5 m wide travel lanes, with 2.2 m wide parking lanes on both sides. Sidewalk and street lights are required on one side. The road right-of-way width must encompass all cross-sectional elements, including 3rd party utilities.

17. The curb flares at the Galore Crescent and Road "A" intersection are not required. The standard 9 m curb radii shall be constructed.

18. The curb, gutter and sidewalk on the north side of Galore Crescent fronting proposed Lot 36 shall be constructed to the west property line. The cul-de-sac bulb shall be offset to the south.

Water Supply & Fire Protection

19. Water servicing shall conform to the Design Criteria Manual, Section 3 "Water Distribution Systems", in Schedule B to the *Subdivision and Development Control Bylaw*.

20. Municipal records indicate the lands are within 647 m (2124') water pressure zone. The nearest municipal water main is on Qu'Appelle Boulevard.

21. The City supports the two water main option proposed. The City may contribute oversizing funds to upsize the higher pressure main.

22. Fire hydrant protection shall be required for the proposed development in accordance with Section 3.5.4 of the Design Criteria Manual.

23. Gate valves are required at hydrant tees to allow isolation between fire hydrants and on all three legs of water main tee intersections.

24. If there are landscaped boulevards they will require dedicated irrigation services. The location of the services will be determined during the design review.

25. This development may require alterations or upgrades to the existing City water distribution infrastructure. Any required upgrades shall be at the applicant's expense.

Sanitary Sewer

26. Sanitary Sewer servicing shall conform to the Design Criteria Manual, Section 4 "Sanitary Sewer System", in Schedule B to the *Subdivision and Development Control Bylaw.*

27. This development may require alterations or upgrades to the existing City sanitary lift station infrastructure. Any required upgrades will be at the applicant's expense.

28. A vehicle access route and profile shall be shown from the municipal road to the sanitary SRW area, and over the proposed sanitary main SRW traversing 1844 Qu'Appelle Boulevard.

Storm Drainage

29. Storm drainage servicing shall conform to the Design Criteria Manual, Section 5 "Storm Drainage System", in Schedule B to the *Subdivision and Development Control Bylaw.*

30. A Storm Water Management Report is required for the development area. The original Juniper West SWMP does not include this area. The report shall address the volume of flow and change in frequency of flow within the natural drainage channels. The report shall provide recommendations on erosion control.

31. The calculations of the storm water discharge flows from this development will be required.

32. Per the *Watercourse Regulation Bylaw*, the City must approve any construction within a watercourse. This may require special earthworks and/or materials to be used to ensure the watercourse gullies, inlets and outlets are protected from erosion and can be accessed for maintenance by City staff.

33. The natural drainage gully on proposed Lots 44, 45 and 46 will the drainage gully on proposed Lot 27 to be intercepted at Galore Crescent and connected to the storm system.

34. The applicant shall confirm if a Section 11 approval is required.

35. The existing drainage culverts and natural drainage gully in the cul-de-sac and on proposed Lot 36 will be reviewed with the detailed design.

36. All rip rap required must meet material and size standards as per MOTI requirements. The design support data shall be submitted with the detailed design.

Geotechnical & Site Grading

37. Three copies of a geotechnical report are to be submitted to the Development and Engineering Services Department for review. The required geotechnical report may be used to develop covenants required as part of the final subdivision approval process.

    The report shall contain:

    a) All items noted in Schedule G of the Subdivision and Development Control Bylaw;
    b) Investigation of soil structure, bearing capacity, stability, required setback of buildings from any steep slope, presence of surface and groundwater, and corrosivity of soils;
    c) Recommendations on the installation of utility services, roads, private dwellings and associated site servicing;
    d) A summary section which will provide a list of lot specific recommendations to guide future geotechnical supervision during building construction;
    e) Assess the need for backflow prevention on perimeter drains in the event of surcharged storm sewers; and,
    f) A statement that the land may be used safely for the use intended if the land is used in accordance with the conditions specified in the geotechnical engineer's report.

    If a geotechnical report is submitted prior to rough grading and/or the installation of deep servicing for the subdivision, an update to the report will be required on completion of the subdivision grading program. Final approval of the subdivision will not proceed without submission of the required update.

38. A corrosion analysis is to be provided to determine what is necessary to provide a level of protection on all metallic components to achieve a minimum life expectancy of 50 years. A professional engineer registered in the Province BC, qualified in the practice of corrosion abatement shall provide this analysis. Prior to paving, testing of the anodes (if required) must be conducted by the engineer to ensure the fittings are being protected. You are to ensure there is a qualified person on site during anode installation.

39. The City's Design Criteria Manual requires submission of a comprehensive site grading plan for the proposed development area. This plan must illustrate a strategy that addressees both the compatibility of the grading on all lots within the development area and the impact of these strategies on the existing development adjacent to the proposed subdivision area. Items to be addressed are:

    a) Pre- and post-development contours;
    b) Identification of cut and fill areas;
    c) Identification of any subdivision related retaining walls;
    d) Building envelopes within the proposed lots;
    e) Main floor building elevations;
    f) Elevations at property corners and any other abrupt change in grade;
    g) Directional arrows showing drainage flow routes on each lot;

h) Existing drainage patterns adjacent to the site;
i) Identify lots that do not have gravity sewer service;
j) Identification of the Riparian Areas as defined by Provincial legislation; and,
k) Any other criteria or condition the Engineer requires.

Confirmation of final grade elevations will be required prior to acceptance of works. Covenants may be registered on lots to ensure any elevation requirements are maintained.

C. AGREEMENTS TO BE REGISTERED

Other than instances where the City provides precedent wording, the language noted in this section for the terms of covenants, easements or other documents may not be in a format acceptable for registration at the Land Title Office (LTO). It is the responsibility of the applicant's solicitor or agent to ensure that the LTO requirements are met while retaining the intent of the required restriction. Any documents prepared by the applicant's solicitor or agent, or any proposed revisions to the City's precedent wording requires acceptance by the Approving Officer prior to registration at LTO.

1. Covenants

a) A general soils covenant that will specify development standards and final grading of the lots will be filed on all lots. The approved geotechnical report(s), complete with a reduced copy of the approved grading plan, shall be attached to the covenant.

b) Covenants for no-build areas may be required behind retaining walls constructed as part of the subdivision. The engineer of record for the subdivision shall confirm if no-build areas are required and if so, the depth of the no-build area for each affected lot.

c) This property is within the urban/wildland interface area and subject to hazards associated with wildfires. New construction must meet municipal requirements to reduce this hazard. A covenant will be registered on all lots specifying these requirements. A draft of the City's standard wording document will be provided to your solicitor upon request.

2. Documents to be Released

a) The following legal notations/charges may be released from the new lots, including the two lots to be transferred to the City. They are to remain on title of the remainder parent property:

i. Legal notation #CA5695322;
ii. Legal notation #CA5979753;
iii. SRW #LB339105 and modification #CA4526629; and,
iv. SRW #CA5036222.

3. Statutory Rights-of-Way

a) Statutory rights-of-way will be required for the sanitary sewer main through 1844 Qu'Appelle Boulevard. On agreement to the routing of these works, please have your surveyor prepare a plan of statutory right-of-way.

4. Land Transfer/Easements

a) The lands encumbered by the Fortis BC SRW (Plan A1926) are to be transferred the City clear of any financial charges. These lands shall fulfill the park land dedication requirements of the *Local Government* Act. The lot is to be a title lot as Fortis BC has previously indicated they will not agree to extinguishment of title over their SRW.

b) Where retaining walls are constructed crossing multiple property lines, easements will be required.

c) The OS zoned lands are to be transferred to the City as a titled lot, clear of any financial charges.

Your surveyor is to prepare any required plans, and your solicitor is to prepare all of the above noted documents, along with any required priority agreements, for registration in the Land Title Office. The final plans and documents are to be submitted for approval as part of the final subdivision application package.

D. GENERAL REQUIREMENTS

1. This subdivision is subject to the 5% parkland dedication requirements of the *Local Government Act*. As noted in the previous section, the City will accept title to the lands encumbered by the Fortis BC SRW toward the park land dedication requirements.

2. All outstanding property taxes, rates and charges assessed and levied against the lands to be subdivided shall be paid prior to final subdivision approval. Please submit a receipt as proof of payment, which may be obtained from the Revenue and Taxation Section at City Hall, 7 Victoria Street West, Kamloops BC.

3. Development Cost Charges (DCCs) will be assessed at the Building Permit stage at the applicable DCC Bylaw rate. The DCC rate is established by by-law and subject to review and revision.

4. Any PLA extensions/amendments granted on this subdivision application will be subject to a $250.00 PLA extension/amendment fee. In addition to the $250.00 fee, where an application is amended to increase the total lot yield, $100/new lot will also be applicable.

5. A plan approval fee of $50 is to be paid in conjunction with final subdivision approval. In addition, a payment of 2% of the value of on-site and off-site municipal services will be required at the time of final subdivision approval. Your engineer is to submit a statement of the value of these services for review prior to final subdivision approval. The rate quoted in this letter is valid for one year following any by-law amendment to establish new inspection rates.

6. A payment of $80 - $350 per sign is due in conjunction with final subdivision approval for new street name/traffic control and walkway signs required. The number of signs required will be determined at the final subdivision approval stage.

7. You may submit a proposed street name for Road "A", for approval by the Development and Engineering Services Department. Street names may not be that of a family member.

8. Addressing of the proposed subdivision will be as shown on the attached map.

E. EXTERNAL REFERRALS

1. Canada Post is to be contacted to determine if door to door delivery is available for this development or if a community mailbox facility will be required. The contact at Canada Post is Mike Taks (Email: mike.taks@canadapost.ca / Tel. 250-469-1189). Your engineer is to provide location of any required mailbox facilities on the design drawing submission. If a Canada Post mail facility fronts one or more of the proposed lots a covenant will be registered on the abutting lots to notify potential purchasers of this facility. The covenant may also restrict driveway locations to provide adequate area for the mail facility. Your solicitor or agent would be responsible to prepare the covenant, along with any required priority agreement, for registration in the Land Title Office. The final document would be submitted for approval with the final subdivision plans.

F. FINAL SUBDIVISION APPROVAL

1. Final subdivision approval requires submission of a Final Subdivision Approval Application form to the Approving Officer (attached). The application shall be accompanied by all specified information and required fees/security. Review for final subdivision approval will not commence until all requirements listed in this letter have been completed and required deliverables provided to the City.

2. The applicant's lawyer shall also provide a letter of undertaking. The letter of undertaking shall specify:
   a) The lawyer will undertake to register all of the required documentation and encumbrance plans concurrently with the subdivision plan. Documents and encumbrance plans are to be listed out;
   b) In the event LTO defects any of the documents or plans, the lawyer will undertake the necessary changes, with prior approval from the Approving Officer, to ensure acceptance by LTO;
   c) Should any document or plan fail to be accepted by LTO, the lawyer will withdraw the unregistered subdivision plan and return it to the Approving Officer;
   d) The lawyer will provide copies of all documents and plans, bearing the LTO registry stamp, within 14 days of completion of registration, along with copies of titles for all lots, including any remainder parcels.

G. DISCLAIMER

The purpose of this letter is to describe some of the conditions which must be met before the Approving Officer will consider giving a formal and final approval to your subdivision application. The letter was prepared using the best current information and assuming the accuracy of all submissions, and the City has made every reasonable effort to provide a comprehensive list of subdivision requirements. However, new information, unforeseen events, unusual circumstances, or legislative actions may result in a change to our response to this subdivision proposal. The City and/or the Approving Officer does not accept liability for a revised response to this subdivision, and any expenditure on your part will be at your own risk.

Final approval will only be forthcoming upon compliance with all regulations of Subdivision Control By-law No. 4-33. **Please be advised, that if you are unable to complete the subdivision by April 27, 2022 you are required to apply for a PLA extension in accordance with Section 707(b) of the Subdivision and Development Control Bylaw**

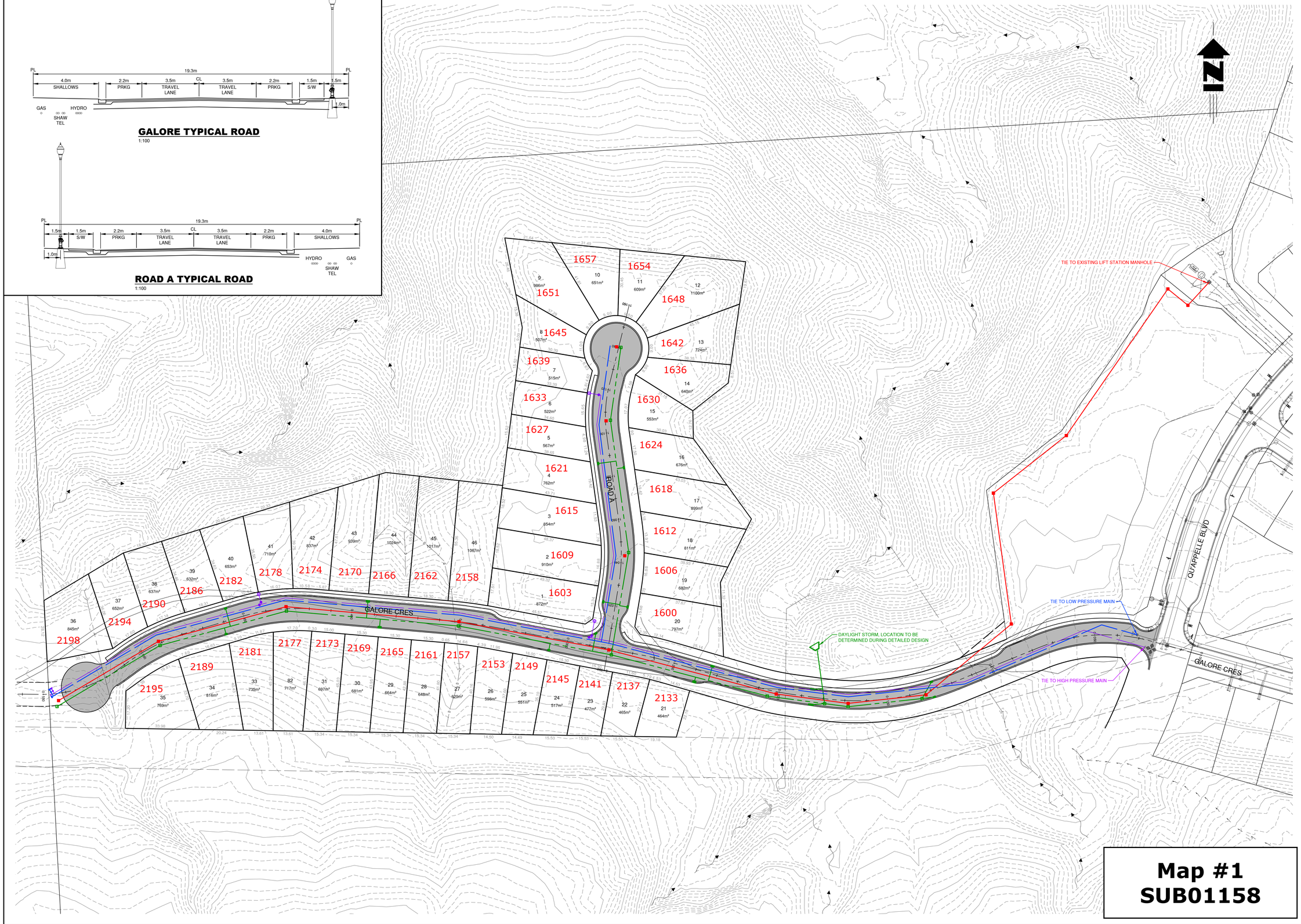
No. 4-33, including remittance of applicable fees. Any application for a PLA extension must be submitted prior to the expiry of this PLA. If no written request is received by the Approving Officer prior to the expiration date of the PLA, conditional approval will lapse and the file will be closed. Please contact the undersigned or Joanna Mazzardis at 250-828-3561 if you require further clarification.

Yours truly,

R. Martin, MCIP, RPP
Approving Officer

Enclosure

cc J. Dixon, Building & Engineering Development Manager / jdixon@kamloops.ca
L. Lundgren, Chief Building Official / llundgren@kamloops.ca
M. Bepple, Engineering Development Supervisor / mbepple@kamloops.ca
BC Assessment Authority / Thompson.okanagan@BCAssessment.ca



Map #1
SUB01158

No.	DATE	DESCRIPTION	BY	APP'D
5	MAR 10/21	RE-ISSUED FOR PRELIMINARY LAYOUT APPROVAL UPDATED ROAD SECTIONS	LR	CC
4	FEB 26/21	ISSUED FOR CLIENT REVIEW	LR	CC
3	DEC 16/20	ISSUED FOR DISCUSSION	LR	CC
2	DEC 03/20	RE-ISSUED FOR PRELIMINARY LAYOUT APPROVAL	LR	CC
1	SEP 10/20	ISSUED FOR PRELIMINARY LAYOUT APPROVAL	LR	CC

ISSUES / REVISIONS

CONSULTANT SEAL

TRUE CONSULTING
201 - 2079 Falcon Road ■ Kamloops BC ■ V2C 4J2
tel 250.828.0881 ■ fax 250.828.0717
info@TRUE.bc.ca

JUNIPERWEST

GRAVEL POINT

OVERALL SITE PLAN

SCALE	0 1:750 30
DESIGN BY	CC
DRAWN BY	LR
DATE	SEPT 2020
PROJECT REFERENCE No.	354-431
DRAWING No.	354-431 01
SHEET	1 OF 1
ISSUE/REV.	5

DIVISION SEVENTEEN - RS-1 (SINGLE FAMILY RESIDENTIAL-1)

The purpose of the RS-1 zone is to regulate the development of land for single family residential use and accessory uses on urban lots. These lands are designated as "Urban Residential" in the Official Community Plan.

PERMITTED USES

1701 The following uses and no others except as provided in Section 1702 are permitted in the RS-1 zone:

- Single family residential
- Daycare facility
- Home-based business
- Residential care facility
- Boarders or lodgers to a maximum of two persons
- (5-1-2917) Single family residential with secondary suite subject to Division Three, Section 314
- (5-1-2917) Single family residential with garden suite subject to Division Three, Section 314

PERMITTED USES - SITE SPECIFIC

1702 The following uses are permitted in the RS-1 zone on a site specific basis only:

- (5-1-2204) Bed and breakfast facility to a maximum of four persons in the case of Lot A, Sec. 1, Tp. 20, Rge. 17, K.D.Y.D., Plan 22854 (2664 Thompson Drive).
- Commercial conversion limited to office and personal services in the case of Lots 23, 24 and 25, Plan KAP60808, K.D.Y.D. (475, 485, 495 Hollyburn Drive).
- Daycare facility to a maximum of 15 persons, excluding operator's family, in the case of Lot C, Plan 18186, K.D.Y.D. (608 Holt Street).
- Daycare facility to a maximum of 44 children in the case of Lot A, Plan 25124, K.D.Y.D. (2250 Park Drive).
- Daycare facility to a maximum of 14 persons excluding staff members in the case of Lot 33, Plan 19618, K.D.Y.D. (237 Bestwick Drive).
- Garden suite in the case of Lot 1, Plan 31071, K.D.Y.D. (1995 Tranquille Road).
- (5-1-2401) Group daycare facility to a maximum of 14 children in the case of Lot 8, Sec. 25, Tp. 19, Rge. 18, W6M, K.D.Y.D., Plan KAP72965 (2554 Abbeyglen Way).
- (5-1-2424) Group daycare facility to a maximum of 16 children in the case of Lot 22, Sec. 36, Tp. 19, Rge. 18, W6M, K.D.Y.D., Plan 23690 (1642 Springhaven Place).
- (5-1-2337) Modular home in the case of Lot 1, Sec. 6, Tp. 21, Rge. 17, W6M, K.D.Y.D., Plan 13356 (2950 Bank Road).

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(5-1-2054) - Non-resident youth support services day facility to a maximum of four persons at one time between the hours of 2:00 p.m. and 7:00 p.m. in the case of Lots 11 and 12, D.L. 234, Plan 1149, K.D.Y.D. (1286 River Street) only so long as the property is owned by Kamloops Youth Resources Society.

(5-1-2482) - One garden suite (secondary suite located above a garage within a two-storey detached accessory building) per lot in the case of Lots 1 to 6 inclusive, Plan KAP88977, D.L. 252, K.D.Y.D. (2451, 2455, 2459, 2465, 2469, and 2475 Tranquille Road).

(5-1-2155) - One-person aesthetician studio in the case of Lot 23, Plan KAP47403, K.D.Y.D. (1114 Burgess Way).

(5-1-2828) - One-person aesthetician studio in the case of Lot 27, Sec. 25, Twp. 19, Rge. 18, W6M, K.D.Y.D., Plan KAP75648 (2519 Bentall Drive).

(5-1-2449) - One-person aesthetician studio with three on-site parking stalls in the case of Lot F, D.L. 257, K.D.Y.D., Plan 16796 (674 Richmond Avenue).

(5-1-2727) - One-person BodyTalk therapist in the case of Lot 11, Plan 41651, D.L. 454, K.D.Y.D. (2045 Tremerton Drive).

(5-1-2691) - One-person hair salon and aesthetics studio in the case of Lot 2, D.L. 236, K.D.Y.D., Plan 20819 (125 Highland Road).

(5-1-2489) - One-person hair salon in the case of Lot 4, Sec. 8, Tp. 21, Rge. 17, W6M, K.D.Y.D., Plan KAP49950 (3633 Overlander Drive).

(5-1-2496) - One-person lifestyle coaching office in the case of Lot 53, Plan 28359, D.L. 410, K.D.Y.D. (428 Monarch Court).

(5-1-2602) - One-person massage therapy clinic in the case of Lot A, D.L. 236, K.D.Y.D., Plan 29289 (2179 Flamingo Road).

(5-1-2446) - One-person registered counselling service, excluding sex offenders, limited to one client at a time, to a maximum of six clients per day, operating between the hours of 9:00 a.m. and 6:00 p.m., Monday to Saturday, in the case of Lot 15, D.L. 454, Plan KAP46076 (107 Coppertree Court).

(5-1-1271) - One-person electrolysis studio in the case of Lot 1, Plan 23480, K.D.Y.D. (120 Silverthrone Crescent).

- One-person hair salon in the case of Lot 1, Plan KAP49950, K.D.Y.D. (3605 Overlander Drive).

- One-person hair salon in the case of Lot B, Plan 26424, K.D.Y.D. (1599 Hillcrest Avenue).

(5-1-2058) - One-person hair salon in the case of Lot 17, Plan KAP46126, K.D.Y.D. (63 Thor Drive).

(5-1-2114) - One-person hair salon in the case of Lot B, D.L. 236, Plan 17243, K.D.Y.D. (167 Oriole Road).

(5-1-2189) - One-person hair salon in the case of Lot 138, Plan 24164, K.D.Y.D. (1258 Linthorpe Road).

(5-1-2353) - One-person hair salon in the case of Lot 6, Sec. 6, Tp. 20, Rge. 17, W6M, K.D.Y.D., Plan 16084 (335 Greenstone Drive).

(5-1-2380) - One-person hair salon in the case of Lot 25, Sec. 25, Tp. 20, Rge. 18, W6M, K.D.Y.D., Plan KAP80039 (2153 Grasslands Boulevard).

(5-1-2456) - One-person hair salon in the case of Lot 16, Sec. 31, Tp. 19, Rge. 17, W6M, K.D.Y.D., Plan KAP53006 (1529 Assiniboine Road)

(5-1-2485) - One-person personal trainer in the case of Lot 54, Plan KAP85289, Sec. 25, Twp. 20, Rge. 18, W6M, K.D.Y.D. (2114 Saddleback Drive).

(5-1-2437) - One-person registered "body talk" therapist in the case of Lot 17, D.L. 235, K.D.Y.D, Plan 14644 (186 Knollwood Drive).

(5-1-2373) - One-person registered counselling service office, excluding the counselling of sex offenders, in the case of Lot 14, Sec. 2, Tp. 20, Rge. 18, W6M, K.D.Y.D., Plan KAP74207 (1959 Saskatoon Place).

(5-1-2692) - A one-person registered massage therapy clinic in the case of Lot 80, D.L. 256, K.D.Y.D., Plan 8825 (626 Comox Avenue).

(5-1-1141) - One-person registered massage therapy clinic in the case of Lot 2, Plan 16576, K.D.Y.D. (2144 Valleyview Drive).

(5-1-2770) - One-person registered massage therapy clinic in the case of Lot 8, D.L. 231, K.D.Y.D., Plan 10452 (474 Grandview Terrace).

(5-1-1234) - One-person registered massage therapy clinic in the case of Lot 11, Plan KAP59739, K.D.Y.D. (3771 Overlander Drive).

(5-1-2014) - One secondary suite in the case of Lot 29, Plan 29156, K.D.Y.D. (2114 Shaughnessy Hill).

(5-1-2497) - Professional practice limited to a maximum of six employees with a minimum of six on-site parking stalls in the case of Lot 2, Sec. 6, Twp. 20, Rge. 17, W6M, K.D.Y.D., Plan 18228 (414 Arrowstone Drive).

(5-1-2123) - Tutoring business to a maximum of eight students in the case of Lot B, Plan 16207, K.D.Y.D. (2245 Crescent Drive).

(5-1-1066) - Two dwelling units in the case of Lot 47, Plan 22946, K.D.Y.D. (1500 Mt. Dufferin Avenue).

(5-1-2926) - Office and veterinary clinic in the case of Lot A, D.L. 232, K.D.Y.D., Plan 28731 (7 St. Paul Street West).

REGULATIONS

1703 In the RS-1 zone, no building or structure shall be constructed, located, altered and no plan of subdivision approved which contravenes the regulations set out in the table below in which Column 1 sets out the matter to be regulated and Column 2 sets out the regulations.

	Column 1	Column 2
	Minimum lot area	464 m²
	Minimum lot width	15 m
	- On corner lots (narrowest frontage)	16.5 m
	Minimum lot street frontage	
	- On interior lots	15 m
	- On corner lots	16.5 m
	- On cul-de-sac lots	9 m
(5-1-2403)	Maximum lot coverage	40% including accessory buildings
	Minimum front yard setback	6 m
	- Principal building	
	- On interior lots	6 m
	- On corner lots	4.5 m
(5-1-2261)	Minimum side yard setback	
	- Principal building	1.5 m
	- Accessory buildings >10 m²	1 m
	Minimum side street yard setback	4.5 m
	Minimum rear yard setback	6 m
	- Principal building	6 m
	- Accessory building >10 m²	1 m
	- Accessory building adjacent to lane	1.5 m
(5-1-2718)	Maximum lot coverage	
(5-1-2403)	- Total combined accessory buildings	12% of lot area to a maximum of 80 m²
	Maximum building height	
	- Principal building	2 storeys
	- Accessory building >10 m²	4 m
	- Accessory building ≤ 10 m²	3 m
	Maximum structure height	15 m
	Maximum number of dwelling units	1
(5-1-2917)	- Where one of the dwelling units is a residential suite	2
	Minimum building separation accessory building from principal building	1.5 m

PREMANUFACTURED HOMES - SPECIAL CONDITIONS

1704 In the RS-1 zone, premanufactured homes are not permitted.

OFF-STREET PARKING

1705 In the RS-1 zone, off-street parking shall comply with Division Fifty-Two.

LANDSCAPING, SCREENING AND FENCING

1706 In the RS-1 zone, landscaping, screening and fencing shall comply with Division Fifty-Three.

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DIVISION SEVEN - OS (OPEN SPACE)

The purpose of the OS zone is to protect steep slopes and natural drainage courses for passive recreational uses.

PERMITTED USES

701 The following uses and no others are permitted in the OS zone:

- Parks, passive recreation
- Municipal utility installations

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DIVISION SIX - FD (FUTURE DEVELOPMENT)

The purpose of the FD zone is to identify lands for potential future development, however, only those lands designated in the Official Community Plan as Special Development Areas are expected to be developed prior to the 120,000 population horizon.

PERMITTED USES

601 The following uses and no others except as provided in Section 602 are permitted in the FD zone:

- Agricultural use subject to the Animal Control Bylaw, but limiting the keeping of swine and fur-bearing animals to a maximum of five (5) animals
- Single family residential including premanufactured homes and modular homes
- Public parks
- Recreation facility - outdoor

PERMITTED USES - SITE SPECIFIC

602 In the FD zone, the following uses are permitted on a site specific basis only:

(5-1-2225)
- City of Kamloops recycling depot in the case of Lot 1, Plan KAP63909, K.D.Y.D. (1460 Ord Road).

5-1-2217)
- One accessory dwelling unit (mobile home) in the case of Lot 1, Plan KAP72410, K.D.Y.D. (5050 Yellowhead Highway).

(5-1-2474)
- One single family dwelling and two pre-manufactured homes at 2683 Ord Road repealed.

REGULATIONS

603 In the FD zone, no building or structure shall be constructed, located, altered, and no plan of subdivision approved which contravenes the regulations set out in the following table in which Column 1 sets out the matters to be regulated and Column 2 sets out the regulations:

Column 1	Column 2
Minimum lot area	8 ha
Minimum lot width	20 m
Maximum lot coverage	30%
Minimum front yard setback	6 m
Minimum side yard setback	4.5 m
Minimum rear yard setback	6 m
- Accessory buildings	3 m
(5-1-2718) Maximum lot coverage	
- Total combined accessory buildings	5% of lot area to a maximum of 200 m^2
Maximum building height	
- Single family dwelling	2 storeys
Maximum number of residential units	1

REGULATIONS - SITE SPECIFIC

604 In the FD zone, the following regulations are permitted on a site specific basis only:

(5-1-2579)

- The minimum lot area for the eastern part of Lot A, Plan 19887, Sec. 35, Twp. 19, Rge. 16, W6M, D.L. 269, K.D.Y.D. (350 Silverstream Road), shall be 6 ha.

- The minimum lot area for the eastern part of Lot 42, Plan 529 (4150 Yellowhead Highway) shall be 1.85 ha.

SPECIAL WASTE

605 In the FD zone, special waste storage, processing or handling facilities are prohibited.

City of Kamloops
Development, Engineering, and Sustainability Department (DES)
105 Seymour Street
Kamloops BC V2C 2C6
Tel: 250-828-3561

OFFICE USE ONLY

File Manager: JOANNA MAZZARDIS
Date:
Folder No.(s): SUB01158

FINAL SUBDIVISION APPROVAL APPLICATION FORM

Application Type:

- ☒ Fee Simple
- ☐ Bare Land Strata
- ☐ Phased Building Strata
- ☐ Strata Conversion

Applicant and Consultant Contact Information:

File No.: SUB01158
Civic(s): 1830 QU'APPELLE BLVD
Applicant(s): TRUE CONSULTING,

SUBMISSION REQUIREMENTS:

The Final Subdivision Approval Application Form must be completed in full with all required submissions attached. Application processing will not begin until a **complete package** is received, incomplete or missing information will result in your application being placed on hold. Your submission package must include the following:

- All required items outlined in the preliminary layout approval (PLA), including payment for all required servicing connections. As noted above, any outstanding items will result in the application for final being placed on hold.
- One, to scale, paper copy of all plans (subdivision, statutory rights-of-way, easements, covenant areas). The subdivision file number is to be added to the end of the statement "This plan lies within the jurisdiction of the Approving Officer for the City of Kamloops".
- The applicant's lawyer shall also provide a letter of undertaking. The letter of undertaking shall specify the following:
  - The lawyer will undertake to register all of the required documentation and encumbrance plans concurrently with the subdivision plan. Documents and encumbrance plans are to be listed out.
  - In the event that the Land Title Office (LTO) defects any of the documents or plans, the lawyer will undertake the necessary changes, with prior approval from the Approving Officer, to ensure acceptance by the LTO.
  - Should any document or plan fail to be accepted by the LTO, the lawyer will withdraw the unregistered subdivision plan and return it to the Approving Officer.
  - The lawyer will provide copies of all documents and plans, bearing the LTO's registry stamp, within 14 days of completion of registration, along with copies of titles for all lots, including any remainder parcels.

For subdivision applications where new City infrastructure, such as roads, water, sewer, storm, etc. is being installed, a pre-final meeting with your file manager and other applicable City staff is required. Contact your file manager to schedule the meeting prior to submitting your application for final subdivision approval.

Submitted by (Name/Company) **Signature** **Date**

Kamloops
Canada's Tournament Capital

FINAL SUBDIVISION APPROVAL REQUIREMENTS

Submissions listed below are required at the time of application for final submission approval. If any of the required submissions are not included, the application will not be accepted.

All plans and drawings must be to standard metric scale, and the submission package must include one set of 8½" x 11" sized drawings and one PDF digital set.

FINAL SUBDIVISION APPROVAL SUBMISSION REQUIREMENTS	Required	Submitted	Complete Submission (office use only)	COMMENTS
Subdivision				
Letter of Undertaking	☒	☐	☐	
Property Tax Certificate	☒	☐	☐	
Survey Plan Certification and Application to Deposit Plan Form	☒	☐	☐	
• Subdivision	☒	☐	☐	
• SRW	☒	☐	☐	
• Covenant Area	☒	☐	☐	
• Easement	☒	☐	☐	
Building Location Certificate	☐	☐	☐	
Legal Documents				
• Covenants	☒	☐	☐	
• SRWs	☒	☐	☐	
• Easements	☒	☐	☐	
• Party Wall Agreement	☐	☐	☐	
• Form C Releases	☒	☐	☐	
• Form A Transfer and Property Transfer Tax	☒	☐	☐	
Strata Form P with Sketch Plan	☐	☐	☐	
Integrated Storm Water Management Plan	☒	☐	☐	
Grading Plan	☒	☐	☐	
Geotechnical Report	☒	☐	☐	
Corrosion Analysis Report	☒	☐	☐	
UPO Assessment	☐	☐	☐	
Fees				
• Final Plan Approval	☒	☐	☐	
• 2% Inspection Fee	☒	☐	☐	Supported by sealed letter of subdivision servicing costs.
• Form P	☐	☐	☐	
• Street Sign Fees	☒	☐	☐	
• Latecomer Fee	☐	☐	☐	
• Parkland payment	☐	☐	☐	

Kamloops
Canada's Tournament Capital

FINAL SUBDIVISION APPROVAL REQUIREMENTS

FINAL SUBDIVISION APPROVAL SUBMISSION REQUIREMENTS	Required	Submitted	Complete Submission (office use only)	COMMENTS
Fees (continued)				
• PLA Extension/Amendment Fee	☐	☐	☐	
• Other Fees (see comments)	☐	☐	☐	
Security				
• 5% One-year Maintenance	☒	☐	☐	
• Deficiencies (125% of value)	☒	☐	☐	Supported with sealed letter itemizing deficiencies and values.
• Incomplete Common Amenities (125% of value)	☐	☐	☐	
External Utility Compliance				
• BC Hydro	☒	☐	☐	
• FortisBC	☒	☐	☐	
• TELUS	☒	☐	☐	
Canada Post Mail Delivery Confirmation	☒	☐	☐	
As-built Drawings	☒	☐	☐	
Completion Certificates	☒	☐	☐	
Latecomer Waiver or Agreement	☐	☐	☐	To be prepared by City staff and provided for signing.
Construction Maintenance and Deficiencies Security Agreement	☒	☐	☐	To be prepared by City staff and provided for signing.
Other (see comments)	☒	☐	☐	

EXHIBIT "D"

Land Title Act

FORM 35

(section 220(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

HEREWITH FEE OF $

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

JUNIPER WEST DEVELOPMENTS LTD. (Inc. No. BC0272682)
#103 - 2049 Highland Place, Kamloops, BC V2E 0A8

Full name, address and telephone number of person presenting application:
GILLESPIE & COMPANY LLP
200 - 121 St. Paul Street
Kamloops, BC V2C 3K8
Telephone: 250-374-4463

_____
SIGNATURE OF APPLICANT OR SOLICITOR OR AUTHORIZED AGENT

We, JUNIPER WEST DEVELOPMENTS LTD. (Inc. No. BC0272682), declare that:

1. we are the registered owners in fee simple/lessee of the following land (hereinafter called "the Lots"):

(PID)	(LEGAL)
No PID Nmbrs	Encompassing Lots 1 to 36 of Sec 34 Tp 19 Rge 17 W6M KDYD Plan EPP_____

2. we hereby create a building scheme relating to the Lots.

3. a sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.

4. the restrictions shall be for the benefit of all the Lots.

EXECUTION(S):

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	JUNIPER WEST DEVELOPMENTS LTD. by its authorized signatory:
_____				Doug MacKenzie

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

SCHEDULE
SCHEDULE OF BUILDING RESTRICTIONS AND CONDITIONS

A. Definitions:

For the purposes hereof, the following words or phrases shall have the following meanings:

1. "Building" means any improvement, building structure, fence, wall, erection, driveway or other improvement of any kind whatsoever whether above or below ground level and any addition or alteration thereto;

2. "Building Plans" means architectural plans and any specifications of any proposed work or Building showing elevations of the Building to be constructed, Building cross-sections and floor plans including all dimensions, type and quality of building materials (including roofing), exterior finish materials with colour scheme and type of driveways and site plans and landscaping plans;

3. "City" means the City of Kamloops in the Province of British Columbia.

4. "Design Consultant" means any agent, entity, person or persons from time to time designated by the Developer as the "Design Consultant" hereunder and if none is so designated, means the Developer;

5. "Developer" means Juniper West Developments Ltd.;

6. "Lots" means the lots described in Paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached or any portion thereof and "Lot" means any one of such lots;

7. "Lot Owner" means any of the following persons and their respective successors in title:

    a. the registered Lot Owner from time to time of any one of the Lots or any part thereof;

    b. the registered Lot Owner from time to time of a right to purchase any of the Lots or any part thereof; and

    c. the beneficial Lot Owner from time to time of any one of the Lots or any part thereof.

B. General Provisions:

1. Each provision of the attached schedule is several, and if the whole or part of any provision is invalid, illegal, or unenforceable, it will be deemed severed from this schedule, and this schedule will otherwise continue to be enforceable to the fullest extent permitted at law or at equity.

C. Enforcement of the Design Requirements

1. There shall not be constructed, placed, erected or maintained on any Lot, any dwelling, building, accessory building or other improvements whatsoever unless and until plans and specifications thereof showing elevations, siting, size, colour scheme and all materials to be used have been submitted to and approved in writing by the Developer or the Design Consultant.

2. The Design Consultant shall be appointed by the Developer. In the event the Developer wishes to appoint a new Design Consultant, the Developer has the right to do so.

3. Any builder must be approved by the Developer and is required to carry a current builders license with BC Housing.

D. Approval of Building Plans:

1. To ensure that the proposed home and landscaping is compatible with nearby homes, the Lot Owner must provide the Design Consultant with preliminary building plans and specifications showing elevations, siting, exterior colour scheme and details of the exterior materials, existing trees, driveway cut-ins, electrical boxes and other significant site influences. Site-specific height and location restrictions may apply at the discretion of the Developer or the Design Consultant in the interest of maintaining the view for other Lot Owners.

2. A letter of approval or disapproval will be issued by the Developer or the Design Consultant within 14 days of receipt of such plans. The Developer or the Design Consultant shall have the sole right to give or withhold approval.

3. No person or persons shall:

    a. place, erect, construct, commence to construct or use any Building on any of the Lots;

    b. make any exterior alterations, additions or extensions to an existing Building; or

    c. apply for a building permit for the construction of any Building on any of the Lots;

    unless:

    d. that person submits to the Design Consultant the Building Plans for such Building or other improvements on the Lot (digital PDF plans are acceptable) together with detailed contact information; and

    e. the Building Plans and specifications are approved in writing by the Design Consultant (email approval is acceptable).

4. No Building Plans shall fail to address building size, architectural design, siting, building height, setbacks, front elevation (plus flanking street elevation if the Lot is a corner lot) exterior colours, siding style and colour, roofing materials, fencing, retaining walls, landscaping and driveway details.

5. No person or persons shall construct any Building unless in accordance with the Building Plans approved by the Design Consultant.

E. Dwellings Permitted

1. No dwellings or other buildings erected on any of the Lots shall be of a construction other than new construction. No modular buildings, mobile homes or portable storage facilities will be permitted.

F. Cleanliness of Lot

1. The Lot Owner agrees to keep the Lot clean and in an orderly fashion, and no building material, crates, packing cases, contractor's shed or equipment shall be placed or left on any Lot nor on any property adjoining any Lot other than during such time as the construction work is actually in progress on such Lot, and no excavation shall be made unless necessary in connection with the construction of an approved dwelling. No garbage shall be left on any Lot.

G. Prohibited or Restricted Uses:

1. The following limitations or prohibitions on the use of the Lots or any parts thereof shall be applicable:

    a. No more than 200 millimetres of concrete foundation of any building shall be exposed above the finished grade, except where step foundations are necessary to accommodate significant grade changes on the Lot.

    b. No exterior meters for gas, electricity, water or otherwise shall be installed on the front of the Building.

    c. No ducting shall be installed as to be visible on the exterior of a Building and all plumbing and exhaust vents shall be installed as to be concealed from view from the street.

    d. No mechanical equipment (including heating or cooling equipment) shall be placed in the front yard. Nor shall such equipment remain un-enclosed with screen or finish matching the exterior of the Building. Window-mounted air conditioners are not permitted.

    e. No telecommunications equipment, including satellite dishes or other similar structures can be visible from the street. No antennae are permitted.

    f. No trailers or recreational vehicles shall be stored in the front yard of any lot. Side yard storage is permitted if screened to be concealed from view from the street.

    g. No clothes lines or lines for hanging clothes on any Lot shall be permitted unless it or they are concealed from view from the front of the Lot.

    h. No combustible materials which constitute a fire hazard shall be placed or stored on any Lot.

i. Wood shake roofs shall not be permitted due to their inherent fire risk. Patterned metal, tile or textured asphalt shingle roofs are permitted.

j. No vegetation or natural water courses shall be interfered with, moved, or destroyed, unless necessary for the purposes of building or for fire protection.

k. No trees in excess of 50 centimetres in circumference shall be removed from a Lot without the prior written approval of the Design Consultant.

l. No street fronting yard areas on the Lot (including flanking side yards) shall be landscaped with other than lawn, trees, shrubs and flower beds or xeriscaping. No yard shall be landscaped without a full irrigation system installed.

m. Carports are prohibited and all garages must be fully enclosed.

n. No exposed foam insulated concrete foundations are allowed.

o. No driveway may be constructed using materials other than exposed aggregate concrete, pavers, stamped concrete, or "broom-finish" (brushed) concrete. Gravel driveways are not permitted.

p. Driveways shall not be located so as to interfere with significant trees, streetlights, service boxes, or drainage swales on the lot grading plan.

q. In addition to restrictions placed by the City, retaining walls are not permitted unless:

    i. they are approved by the Design Consultant;

    ii. if visible from the street, are constructed from architecturally treated masonry or masonry blocks approved by the Design Consultant;

    iii. if not visible from the street, are constructed of architecturally treated masonry or masonry blocks, 4x4, 4x6, or 6x6 pressure treated lumber, or pressure treated landscape ties (except for retaining walls below existing grade that have been approved in writing by the Design Consultant and the City). Concrete lock blocks are not permitted.

r. No fences shall be erected in the front yards of any Lot.

s. No fences may be constructed in side and/or back yards unless made of wood or vinyl or black chain-link. Galvanized chain link is not permitted.

t. No single or double wide trailers or modular homes will be permitted on any Lot.

u. No roof overhang at the main floor level shall be less than 2'-0".

v. No decorative gable overhang shall be less than 12".

w. Materials used on faces other than the front face of a Building must match the materials used on the front face of the Building except that brick or stone accent veneers are not required on all faces, but if used on the front of a Building, return at least 0.9 metres around the side, except where a “pillar effect” is approved by the Design Consultant, in which case the minimum return shall be equal to the width of said pillar on the front facade, and where stone is used, a cap made of stone or composite fascia must be used.

x. No colours shall be used for fascia boards and barge boards unless approved by the Design Consultant and are either complementary to the main cladding colour, or are a shade variation of the main cladding colour.

y. No fascia boards and barge boards shall be used unless they are fully finished on all exposed sides and have a minimum dimension of 2x8 inches. Fascia boards are to be wood, smart trim or hardi board.

z. No gutters shall be used unless the colour is complementary to or matches the colour of the fascia boards.

aa. No rainwater leaders shall be used unless discreetly placed on side-facing or rear-facing wall planes, and do not run down the front face of any Buildings.

bb. No rainwater leaders shall be used unless the colour is complementary to or matches the colour of the dominant wall siding material.

cc. No debris shall be allowed to remain on or about a Lot for more than 30 days after the substantial completion of the exterior Buildings on that Lot.

dd. No person shall burn garbage on or adjacent to a Lot unless the City has issued a burning permit.

ee. During the course of construction, no person shall allow washing of concrete residue or cement into the storm water sewer system. The builder shall not allow silt-laden water to enter the sewer system.

ff. No person shall conduct a home-based business unless in accordance with all local and municipal by-laws.

2. The following exterior surface treatments are prohibited:

a. plastic siding;

b. vinyl siding;

c. aluminium siding;

d. metal siding;

e. asphalt siding;

f. exposed concrete (except for foundations);

g. exposed masonry blocks (except for foundations); and

h. architectural concrete may be allowed if approved by the Developer or the Design Consultant appointed by the Developer.

3. No Buildings will be constructed unless exterior walls of the Building will be surfaced either in decorative cement board (hardi board or equivalent), wood siding, shakes or stucco. Further, no Buildings may be constructed without either stone or cultured stone as part of the street side (front) finish treatment of the Building unless entirely finished with stucco.

4. No soffits having a width of less than 24 inches are allowed and no materials other than wood, aluminum, smart trim or hardi board can be used for soffits.

E. **Landscaping, Irrigation, Exterior Finishing, Sidewalks**:

1. Exterior finishing must be completed prior to occupancy of the Building (see above for acceptable finishing materials).

2. Driveways must be completed within six (6) months of the date of occupancy of the Building (see above for acceptable driveway materials).

3. Front yard landscaping must be completed within eight (8) months of the date of occupancy of the Building including installation of inground irrigation.

4. Front yard retaining walls (if any) must be completed within eight (8) months of the date of occupancy of the Building (see above for acceptable retaining wall materials).

5. Front yard sidewalks must be completed within eight (8) months of the date of occupancy of the Building and completed in the same materials acceptable for driveways.

6. Landscaping plans must be approved along with preliminary building plans and such landscaping plans must be approved by the Developer or the Design Consultant appointed by the Developer. The landscaping must be completed as per the approved landscaping plans.

EXHIBIT "E"

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

   (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.

   (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.

   (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.

   (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

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

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

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the REALTOR® for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act.*

5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgagecompany.

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	**Costs to be Borne by the Buyer**	
Lawyer or Notary Fees and Expenses:	Lawyer or Notary Fees and Expenses:	- appraisal (if applicable)
- attending to execution documents.	- searching title,	- Land Title Registration fees.
Costs of clearing title, including: - investigating title,	- drafting documents.	Fire Insurance Premium.
- discharge fees charged by	Land Title Registration fees.	Sales Tax (if applicable).
encumbrance holders,	Survey Certificate (if required).	Property Transfer Tax.
- prepayment penalties.	Costs of Mortgage, including:	Goods and Services Tax (if applicable).
Real Estate Commission (plus GST).	- mortgage company's Lawyer/Notary.	
Goods and Services Tax (if applicable).		

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

7. **CLOSING MATTERS**: The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.

8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.

9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the Realtor's position known to the buyer or seller in writing. Section 5-9 of the Rules**:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.

11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.

12. **AGENCY DISCLOSURE:** (Section 21) all Realtors with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Realtors on a Contract of Purchase and Sale Addendum.

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CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PC: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

SELLER: JUNIPER WEST DEVELOPMENTS LTD.	BUYER:
SELLER:	BUYER:
ADDRESS: #103 - 2049 Highland Place	ADDRESS:
Kamloops, BC PC: V2E 0A8	PC:
PHONE:	PHONE:
	OCCUPATION:

PROPERTY:

UNIT NO. ADDRESS OF PROPERTY

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

LEGAL DESCRIPTION

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

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

_____ DOLLARS $_____(Purchase Price)

2. **DEPOSIT:** A deposit of $_____which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

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

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

SEE THE ATTACHED ADDENDUM - SCHEDULE "A" WHICH FORMS PART OF THIS CONTRACT REGARDING A COMPLIANCE DEPOSIT - SEE ALSO THE DEVELOPER'S DISCLOSURE STATEMENT.

THE COMPLIANCE DEPOSIT NOTED IN ADDENDUM - SCHEDULE "A" SEPARATE AND APART FROM THE BUYER'S PURCHASE DEPOSIT - SEE ALSO THE DEVELOPER'S DISCLOSURE STATEMENT.

DEVELOPMENT COST CHARGES ARE NOT INCLUDED IN THE PURCHASE PRICE and ARE PAYABLE BY THE BUYER DIRECT TO THE CITY OF KAMLOOPS.

BUILDING PERMIT FEES ARE NOT INCLUDED IN THE PURCHASE PRICE and ARE PAYABLE BY THE BUYER DIRECT TO THE CITY OF KAMLOOPS.

NO PROPERTY CONDITION DISCLOSURE STATEMENT FORMS PART OF THIS CONTRACT AS THE SUBJECT PROPERTY IS VACANT LAND.

THE PROPERTY WILL HAVE REGISTERED AGAINST IT A STATUTORY BUILDING SCHEME WHICH ALL BUYERS (AND THE BUYER'S CONTRACTORS and SUB-CONTRACTORS) MUST COMPLY WITH - SEE ALSO THE DEVELOPER'S DISCLOSURE STATEMENT.

THE BUYER SHOULD REFER TO THE DEVELOPER'S DISCLOSURE STATEMENT.

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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4. **COMPLETION:** The sale will be completed on SEE ADDENDUM - SCHEDULE "A" ATTACHED, yr. _____ (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at SEE ADDENDUM - SCHEDULE "A" 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 SEE ADDENDUM - SCHEDULE "A", 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:

NIL - VACANT LAND

BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____yr. _____.

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11. **A. SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed, if requested by the Buyer's Conveyancer, and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

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11. **B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("**GST**"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act,* on account of damages, without prejudice to the Seller's other remedies.

13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Section 21, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

    a. for all purposes consistent with the transaction contemplated herein:

    b. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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c. for enforcing codes of professional conduct and ethics for members of real estate boards; and

d. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

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

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

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

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

INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with

_____ (*Designated Agent(s)/REALTOR®(s)*)

who is/are licensed in relation to_____(*Brokerage*).

INITIALS

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

_____ (*Designated Agent(s)/REALTOR®(s)*)

who is/are licensed in relation to_____(*Brokerage*).

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled *"Disclosure of Risks Associated with Dual Agency"* and hereby confirm that they each consent to a dual agency relationship with

_____ (*Designated Agent(s)/REALTOR®(s)*) who is/are licensed in relation to_____(*Brokerage*), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated_____.

INITIALS

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

INITIALS

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

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

a. fulfill or waive the terms and conditions herein contained; and/or

b. exercise any option(s) herein contained.

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

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

WITNESS	X BUYER (SEAL)	PRINT NAME
WITNESS	X BUYER (SEAL)	PRINT NAME

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

Yes ☐☐ INITIALS No ☐☐ INITIALS

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

Seller's acceptance is dated_____, yr._____

The Seller declares their residency:

RESIDENT OF CANADA ☐☐ INITIALS NON-RESIDENT OF CANADA ☐☐ INITIALS as defined under the *Income Tax Act*.

JUNIPER WEST DEVELOPMENTS LTD.

Per:

WITNESS	X SELLER (SEAL)	Doug MacKenzie PRINT NAME
WITNESS	X SELLER (SEAL)	PRINT NAME

*PREC represents Personal Real Estate Corporation

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EXHIBIT "F"

ADDENDUM - SCHEDULE "A"

	)		LISTING CONTRACT
This Addendum shall be attached to and	)		DATA INPUT FORM
become part of this:	)	**X**	**CONTRACT OF PURCHASE AND SALE**
	)		AGREEMENT OF PURCHASE AND SALE

RE: JUNIPER WEST DEVELOPMENTS LTD. ("*SELLER*")

TO: _____ ("*BUYER*")

LEGAL DESCRIPTION: PID: _____

Lot _____

STREET ADDRESS OF PROPERTY: _____, Kamloops, BC

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **COMPLIANCE DEPOSIT**

To ensure that the Buyer (and/or the Buyer's contractors) complies with this Schedule and the Statutory Building Scheme registered against the title to the subject property (the "Building Scheme"), a "Compliance Deposit" in the amount of $8,000.00 shall be paid by the Buyer to the Seller in cash, concurrent with closing of the purchase, and prior to submission of preliminary plans to the Design Consultant (Doug MacKenzie). The Compliance Deposit will be held in trust by the Seller's solicitor GILLESPIE & COMPANY LLP. If all improvements are in accordance with the Building Scheme and this Schedule, and are in accordance with the plans approved by the Design Consultant, the Compliance Deposit will be returned to the Buyer. A Buyer may apply to the Seller for return of the Compliance Deposit after the Buyer obtains a passed final inspection report from either the Seller or the Design Consultant. To obtain a passed inspection report, a Buyer will have:

a. Constructed the home in accordance with the approved plans;
b. Affixed all trim and detailing elements specified on the plans to the structure;
c. Completed all exterior painting;
d. Completed all exterior improvements in the front yard including: constructed driveways, walkways and required retaining walls;
e. planted shrubs and trees in accordance with the Statutory Building Scheme and installed all fencing; and
f. Completed cleanup of the site.

Notwithstanding the foregoing, some or all of the Compliance Deposit may be withheld by the Seller for deficiencies which may include, but are not limited to the following:

a. Failure to comply with approved plans, or to obtain consent for material changes;

b. Failure to comply with the approved colour and materials submission;
c. Damages to any public or private utilities, improvements, structures or roadways;
d. Causing construction debris or materials to be tracked, placed, or stored on adjacent lands or roadways;
e. Failure to complete any construction or landscaping within 1 year of commencement of construction of a home on the property;
f. Failure to keep the site in a clean and orderly manner;
g. Unauthorized dumping of materials;
h. Failure to remove excess excavation materials from roadways, sidewalks or neighbouring lots; and
i. Failure to construct driveways, erect fencing, and do landscaping as required.

Further, if the Buyer has not commenced construction of a home on the property on or before the second anniversary of the closing date, the Buyer will seed and maintain the property in a neat and presentable fashion free and clear of litter and accumulation of waste and noxious weeds. If the Buyer fails to do so, the Seller may seed and maintain the property as required above, in which case all costs and expenses payable or incurred by the Seller in doing so will be deducted from the Compliance Deposit. Upon commencement of construction of a home on the property, the balance of the Compliance Deposit, if any, will be held as security for any further deficiencies.

In the event that the Buyer fails to complete the foregoing, or causes damage of any kind, the Seller shall have the right to use part or all of the Compliance Deposit to remedy such deficiencies or pay for such damage. In the event that the amount to remedy the deficiencies or pay for the damage exceeds the amount of the Compliance Deposit, the Buyer shall be fully responsible for payment of additional funds to cover the deficiencies or damages. The amounts shall include, but are not limited to: legal costs; court fees; architectural, engineering and survey fees; and all other costs related to enforcement of this Schedule. In the event that the Seller incurs additional costs over and above the amount of the Compliance Deposit, the Buyer will pay the Seller such costs forthwith upon demand.

After obtaining a passed final inspection report, the balance of the Compliance Deposit, if any, shall be paid to the Buyer without interest.

2. NO ASSIGNMENT OF CONTRACT

THE BUYER HAS NO RIGHT TO ASSIGN THIS CONTRACT AND THE BUYER ACKNOWLEDGES THAT THE SELLER MAY REFUSE CONSENT TO SUCH ASSIGNMENT IN ITS SOLE DISCRETION.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in the Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in the Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under the Contract but

will continue to remain liable to perform all obligations of the Buyer under the Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

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

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

Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

Before the Seller consents to an assignment of the Contract the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

i. the party's identify;

ii. the party's contact and business information;

iii. the terms of the assignment agreement.

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

3. COMPLETION DATE

The sale shall be completed on the _____ day of _____, 20____ (the "Completion Date"). The Buyer agrees that the Completion Date may be extended by the Seller without penalty and without entitling the Buyer to withdraw from the transaction, provided that the Seller exercises all reasonable diligence in completing the subdivision, and further provided that the Completion Date shall not be later than the _____ day of _____, 20____ (the "Final Date"). If the Completion Date has been extended pursuant hereto, the Buyer agrees to complete within two weeks of receipt of a written notice from the Seller confirming that the Seller is ready to complete. Provided always that the Completion Date shall be extended for a period equivalent to the amount of time lost in completion of the subdivision due to of unforeseen circumstances, including, without limitation, time lost from strikes, lockouts, climatic conditions, soil conditions, acts of governmental authorities, fire, explosion, acts of God, enemies of the Queen or other circumstances beyond the exclusive control of the Seller.

4. ADJUSTMENT AND POSSESSION DATE

All usual adjustments both ingoing and outgoing of whatsoever nature shall be made as of the

Completion Date. The Buyers shall obtain possession of the Lot free of all tenancies on the Completion Date, and after the balance of the Purchase Price has been paid.

5. GST

The Buyer is responsible for paying any applicable GST in connection with this Contract of Purchase and Sale.

6. COSTS

It shall be the Buyer's responsibility to prepare the documents necessary to complete this transaction and the Buyer shall deliver to the Seller a Transfer in registrable form and a Statement of Adjustments at least 3 days prior to the Completion Date.

The Buyer shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Seller. The Seller shall bear all costs of clearing title.

7. RISK

The Lot shall be at the risk of the Seller until the Completion Date or actual possession by the Buyer, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion, the Buyer may at his option cancel this Contract and shall thereupon be entitled to the return of any monies paid hereunder. The same shall be at the risk of the Buyer from the Completion Date or actual possession by the Buyer, whichever occurs first.

8. GENERAL

a. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within this Contract. The representations and warranties contained herein shall survive completion and the conveyance of the Lot to the Buyer.

b. Any notice, document or communication required or permitted to be given under this Contract shall be in writing and either delivered by hand, transmitted by fax, or sent by prepaid mail to the Seller or to the Buyer as the case may be, at the above address. The time of giving such notice, document or communication shall be, if delivered, when delivered, if sent by fax, then on the day or transmission and if mailed, then on the third business day after the day of mailing.

c. In this Contract:

(i) The singular includes the plural and vice-versa;

(ii) The masculine includes the feminine and vice-versa;

(iii) Any reference to a party includes that party's heirs, executors, administrators and assigns and in the case of a corporation, its successors and permitted assigns; and

(iv) Any covenant, proviso, condition or agreement made by two or more persons shall be construed as several as well as joint.

9. **TIME**

TIME SHALL BE OF THE ESSENCE HEREOF. In the event that the purchase and sale contemplated by this Contract is not completed on the Completion Date (or the Completion Date as extended pursuant to paragraph 3) as a result of the Buyer's default, the Seller may, at its election, cancel this Contract and the amount paid by the Buyer as a deposit shall be absolutely forfeited to the Seller as liquidated damages or the Seller may, at its option, elect not to cancel this Contract, but retain the deposit without prejudice to the rights of the Seller to obtain from the Buyer by an action for specific performance or otherwise, payment in full of the Purchase Price or pursue the Buyer for damages arising out of the Buyer's failing to complete this Contract or pursue any other remedy available to the Seller.

DATED at _____, BC, this _____ day of _____, 20_____.

_____	_____
WITNESS	*BUYER*
_____	_____
WITNESS	*BUYER*
	JUNIPER WEST DEVELOPMENTS LTD.
	Per:
_____	_____
WITNESS	Doug Mackenzie, authorized signatory
	SELLER